

**SUBMIT HARDCOPY DOCUMENTS TO**



**City of Arcadia  
Office of the City Clerk  
23 North Polk Avenue  
Arcadia, Florida 34266**

**City of ARCADIA, Florida**

**NOTICE OF AILABILITY**

**Solicitation Type: Invitation For Bid**

**RELEASE DATE: DECEMBER 10, 2025**

**SOLICITATION BID NO. 2025-06**

**PROPOSAL NAME: TRIBUTARY F BOX CULVERTS REPLACEMENT**

**SCOPE:** The City of Arcadia is seeking formal sealed bids for work on the above project including, but not limited to, replacing and upsizing 8 box culverts along the Tributary F (a.k.a. Jordan ditch) including roadway restoration, new pavement section, new pavement markings and signs, and maintenance of traffic including furnishing all necessary materials for completion of work, labor, transportation, supervision, installation, and all associated work needed to complete the requirements of this Project as detailed in the plans and specifications in this solicitation

This project is being funded by the Florida Department of Commerce – Community Development Block Grant Program (CDBG- MIT), Federal Register Notice (84 FR 45838, 8/30/2019) and selected contractor and subcontractors will be required to meet conditions outlined in the CDBG Supplemental Conditions including Davis-Bacon pay rates, utilization of minority and women’s businesses and compliance with E-Verify in addition to other requirements as outlined in the bid documents

**PUBLIC NOTICE OF AVAILABILITY:**

- Posted Margaret Way Building  
- Posted: Wednesday, December 10, 2025
- Port Charlotte Sun  
- Published: Wednesday, December 10, 2025
- Download the Bid Document: [www.demandstar.com](http://www.demandstar.com)

**DUE DATE AND TIME FOR SUBMITTING A SUBMITTAL PACKAGE IS: FRIDAY, JANUARY 9, 2026, AT 11:00 A.M.** or as may be amended by the subsequent issuance of addenda.

**NON-MANDATORY PRE-BID MEETING: WEDNESDAY, DECEMBER 17, 2025, AT 11:00 A.M.** to be held in the City Council Chambers, 23 N. Polk Avenue, Arcadia, Florida **34266**

**INQUIRIES AND CLARIFICATIONS REQUESTS DEADLINE: TUESDAY, DECEMBER 30, 2025, AT 2:00 P.M.**

All questions as to the terms and conditions of the scope of work of this proposal shall be submitted in writing via mail, fax, or e-mail to the authorized City contact no later than 10 days before the opening of the Bid.

**AUTHORIZED CITY CONTACT:**

Gail Renaud, Bid Writer  
City of Arcadia Purchasing Department  
23 North Polk Avenue  
Arcadia, Florida 34266  
Phone: 863-494-4114 Fax: 863-494-4623  
Email: [grenaud@arcadia-fl.gov](mailto:grenaud@arcadia-fl.gov)

Submittal packages in response to this Solicitation must be submitted in the following method: Sealed in an envelope and delivered to:

Penny Delaney, City Clerk  
City of Arcadia  
23 North Polk Avenue  
Arcadia, Florida 34266

Refer to the **Instructions to Bidders** section of this document, for additional detailed instructions for submitting a response.

Submittal Packages received in response to this solicitation and received by the established due date and time specified will be publicly opened and read aloud in the Council Chambers, Margaret Way Building, 23 North Polk Avenue, Arcadia, Florida on **FRIDAY, JANUARY 9, 2026, AT 11:00 A.M. or soon thereafter.** The opening and reading shall be in the presence of the Purchasing Agent and witness. Bidders and the general public are not required but invited to attend.

**BIDDER/PROPOSER REGISTRATION FAX: (863) 494-4623**

Please register as a vendor using this form. Only registered vendors will be contacted with notices of changes or addenda to this bid package. Complete and return this form by fax or mail to the Purchasing Office at the address listed above.

Company Name: \_\_\_\_\_ Contact person \_\_\_\_\_  
Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

**All first-time vendors must submit a W-9 Form with their response**

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**BID NUMBER:            IFB 2025-06**

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**SECTION I  
GENERAL SPECIFICATIONS AND  
CONTRACT DOCUMENTS**

**CITY OF ARCADIA**  
**IFB 2025-06 TRIBUTARY F BOX CULVERTS REPLACEMENT**

**BIDDERS CHECKLIST**

Bids shall be submitted at the time and place indicated in the Invitation to Bid, and shall include in an opaque sealed envelope, marked with the project title with name and address of the Bidder. Bids shall include the following completed documents which shall be submitted with signature and/or notarized as noted on the forms:

- \_\_\_\_\_ One (1) unbound original clearly marked "ORIGINAL". **ORIGINAL SUBMITTAL MUST CONTAIN ORIGINAL SIGNATURES.**  
One (1) copy clearly marked "COPY" with all required information and identical to the original.  
One (1) electronic copy with all required information, and identical to the original, on a universal serial bus (USB) portable flash memory card. Electronic copies should be in PDF format in one continuous file. Do not password protect or otherwise encrypt electronic copies.
- \_\_\_\_\_ Bid Checklist (this page)
- \_\_\_\_\_ Bid Proposal Form
- \_\_\_\_\_ Bid Form
- \_\_\_\_\_ Bidder's Certification
- \_\_\_\_\_ Acknowledgement of Addendum
- \_\_\_\_\_ Conflict of Interest Statement
- \_\_\_\_\_ Drug-Free Workplace Form
- \_\_\_\_\_ Statement on Public Entity Crimes
- \_\_\_\_\_ Sworn Statement under the Florida Trench Safety Act
- \_\_\_\_\_ Qualifications Statement
- \_\_\_\_\_ Hold Harmless
- \_\_\_\_\_ Debarment and Suspension Certificate
- \_\_\_\_\_ Non-Collusion Affidavit
- \_\_\_\_\_ Bid Security Bond
- \_\_\_\_\_ Documents requested in the Qualification of Bidders section
- \_\_\_\_\_ Human Trafficking Affidavit
- \_\_\_\_\_ Certification regarding Lobbying
- \_\_\_\_\_ E-Verify Affidavit
- \_\_\_\_\_ Scrutinized Companies list
- \_\_\_\_\_ Foreign Country of Concern Affidavit

\_\_\_\_\_  
Please initial this page

**CITY OF ARCADIA**  
**IFB 2025-06 TRIBUTARY F BOX CULVERTS REPLACEMENT**

**INFORMATION FOR BIDDERS**

1. **DESCRIPTION:** ( ) See Attached ( x ) As Follows

The City of Arcadia will accept sealed bids from Qualified Companies or individuals for the IFB 2025-06 Tributary F Box Culverts Replacement Project.

The Scope of work of the project includes, but is not limited to, replacing and upsizing 8 box culverts along the Tributary F (a.k.a. Jordan ditch) including roadway restoration, new pavement section, new pavement markings and signs, and maintenance of traffic including furnishing all necessary materials for completion of work, labor, transportation, supervision, installation, and all associated work needed to complete the requirements of this Project as detailed in the plans and specifications in this solicitation

This project is being funded by the Florida Department of Commerce – Community Development Block Grant Program (CDBG- MIT), Federal Register Notice (84 FR 45838, 8/30/2019) and selected contractor and subcontractors will be required to meet conditions outlined in the CDBG Supplemental Conditions including Davis-Bacon pay rates, utilization of minority and women’s businesses and compliance with E-Verify in addition to other requirements as outlined in the contract documents.

It is the intent of the City to award this bid to the lowest, most responsive, most responsible bidder with proven reliability and the ability to supply all items within a reasonable time frame acceptable to the City of Arcadia.

2. **SPECIFICATIONS:** (X) Attached ( ) As Follows:

See attached General Project Conditions, Technical Provisions and Attachments

3. **CONTRACT/AGREEMENT REQUIRED:**

Yes, upon award, the successful Bidder will enter into a contract with the City in accordance with the Advertisement, Information to Bidders, Instructions to Bidders, General Conditions, Project General Conditions. Technical Specifications, Forms, Bonds, Insurance Certifications and Endorsements, Attachments, Plans, and Addendums (if any).

4. **ITEMS TO BE SUBMITTED WITH BID:**

Bid Package Checklist  
Bid Proposal Form  
Bid Form  
Bidder’s Certification  
Acknowledgment of Addendum  
Conflict of Interest Statement  
Drug-Free Workplace Form  
Sworn Statement on Public Entity Crimes Form  
Certificate regarding Debarment and Suspension  
Sworn Statement under the Florida Trench Safety Act  
Qualification Statement  
Hold Harmless Form  
Non-Collusion Affidavit  
Bid Security Bond  
Documents required by Qualification of Bidders section  
Human Trafficking Affidavit  
Certificate Regarding Lobbying  
E-Verify affidavit  
Scrutinized Companies list  
Foreign Country of Concern Affidavit

5. **DEADLINE AND PLACE FOR SUBMISSION OF BIDS:**

**FRIDAY, JANUARY 9, 2026, AT 11:00 A.M.**

Attn: City Clerk

**6. INDEMNIFICATION:**

To the extent provided by law, Contractor shall indemnify, defend, and hold harmless the City of Arcadia, Florida and the State of Florida, Department of Commerce (DOC), including the City and 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 Contractor, or any of its officers, agents or employees, acting within the scope of their office or employment, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Contractor.

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

**7. INSURANCE REQUIREMENTS:**

Before performing any services, the Contractor shall procure and maintain, during the life of the Agreement, unless otherwise specified, the insurance coverage listed below. The policies of insurance shall be primary and written on forms acceptable to the City and placed with insurance carriers approved and licensed by the Florida Insurance Department and meet a minimum financial AM Best and Company rating of no less than "Excellent": VII. No changes are to be made to these specifications without prior written specific approval by the City.

- **WORKERS' COMPENSATION:**

The CONTRACTOR shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent Contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

- **COMMERCIAL GENERAL LIABILITY -OCCURRENCE FORM REQUIRED:**

Contractor shall maintain Commercial General Liability (CGL) Insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project in the amount of \$2,000,000. Products and completed operations aggregate shall be \$1,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x. c, u) exposures, personal injury and advertising injury Damage to rented premises shall be included at \$100,000.

- **COMMERCIAL AUTOMOBILE LIABILITY INSURANCE:**

Contractor shall maintain automobile liability insurance with a limit of not less than \$1,000,000 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). The policy shall be endorsed to provide contractual liability coverage.

- **UMBRELLA LIABILITY:**

With limits of not less than \$2,000,000 per occurrence covering all Work performed under this Agreement.

- **EVIDENCE OF INSURANCE:**

Contractor shall, at its sole cost and expense, procure and maintain throughout the term of this

Contract, Comprehensive General Liability and Worker's Compensation Insurance, including Employer Liability Insurance, with minimum policy limits of \$ 500,000 Combined Single Limits, or to the extent and in such amounts as required and authorized by Florida Law and will provide endorsed Certification of Insurance generated and executed by a licensed insurance broker, brokerage or similar licensed insurance professional evidencing such coverage, and naming the City as a named, additional insured, as well as furnishing the City with a Certified Copy, or Copies, of said insurance policies. Certificates of Insurance and Certified Copies of these Insurance Policies must accompany this signed Contract. Said insurance coverage(s) procured by the Contractor as required herein shall be considered, and the Contractor agrees that said insurance coverage(s) it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self- insurance, available to the City, and that any other insurance, or self-insurance available to the City shall be considered secondary to, or in excess of, the insurance coverage(s) procured by the Contractor as required herein.

Nothing herein shall be construed to extend the City's liability beyond that provided in Section 768.28, Florida Statutes. In the event the insurance coverage expires prior to the completion of the project, a renewal certificate shall be issued 30 days prior to said expiration date. The policy shall provide a 30-day notification clause in the event of cancellation or modification to the policy. All Certificates of Insurance must be on file with and approved by the City before the commencement of any work activities.

## **8. BONDS**

- If Bid is less than \$50,000 no Bid Bond or Payment and Performance Bond required.
- If Bid is greater than \$50,000 and is for material only, a Bid Bond is required but no Payment and Performance Bond is required.
- If Bid is \$50,000 - \$100,000, and is for services, a Bid Bond is required but no Payment and Performance Bond is required.
- If Bid is greater than \$100,000, and is for services, Bid Bond and Payment and Performance Bond is required.

### **A. BID BOND:**

If the Base Bid or the Base Bid plus the sum of any alternates fall into the criteria above requiring a Bid Bond, the Bidder shall enclose a Certified Check or Bid Bond with each bid. A Certified Check or Bid Bond shall be for an amount not less than five percent (5%) of the Bid price and shall be made payable to the CITY OF ARCADIA as a guarantee that the Bidder will not withdraw its bid for a period of one hundred twenty (120) calendar days after Bid closing time. Bid Bonds or Certified Checks will be returned to unsuccessful bidders within 10 days of bid award. Successful Bidders will receive their Certified Check or Bid Bond after the contract/agreement has been signed and a Performance and Payment Bond is received.

### **B. PERFORMANCE AND PAYMENT BONDS:**

In the event the Contract is awarded to the Bidder, Bidder will thereafter enter into a written contract with the CITY OF ARCADIA and furnish a Payment and Performance Bond in an amount equal to the contract price. The form of the bonds shall be in accordance with Section 255.05 of Florida Statutes. Failing to do so, Bidder shall forfeit its bid security.

Payment and Performance Bond shall be secured from or countersigned by an agency or surety company recognized in good standing and authorized to do business in the State of Florida.

The following exceptions to Bidder providing Performance and Payment Bonds are as follows: In lieu of the Performance and Payment Bonds, a contractor may file with the City an alternative form of security in the form of cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in part II of chapter 625, Florida Statutes. Any such alternative form of security shall be for the same purpose and be subject to the same conditions as those applicable to the bonds. The value of an alternative form of security shall be in the amount of the bid.

9. The Bidder's timely response under the terms of this Contract is paramount. The unavailability of the low bidder (depending on the urgency of the City's needs) may result in the award/project being authorized for the next low bidder.

**10. Work must begin no later than 10 days after the issuance of a Notice to Proceed, unless otherwise approved by City, with Substantial Completion slated for three hundred (300) calendar days and final Completion slated for three hundred thirty (330) calendar days.**

**11.** The City may terminate this contract at its convenience within 10 days advance written notice to the Contractor.

**12.** It is the responsibility of the Bidder to ascertain if any Addenda has been issued. Sole issuing authority shall be vested in the City Purchasing Department. Addenda will be posted and available through the City Notification methods shown below. Any questions relative to interpretation of requirements, scope of services or bid process shall be addressed in writing as indicated below. No inquiries, if received within ten (10) calendar days of the date set for the opening of bids, will be given consideration. **Oral answers will not be authoritative.**

**13.** The City of Arcadia, a political subdivision of the State of Florida, its officers, agents, employees, and volunteers are to be included as an additional Insured on both the Commercial General Liability and Commercial Automobile Liability. The City of Arcadia is to be named insured. Insurance policies meeting the requirements herein identified shall be maintained during the duration of the named project. Renewal certificates shall be sent to the City 30 days prior to any expiration date. There shall also be a 30-day notification to the City in the event of a cancellation or modification of any stipulated insurance coverage.

**14.** Certificates of insurance meeting the required insurance provisions shall be forwarded to the Purchasing Department upon Notice of Award, prior to commencement. **For the purpose of identification, when submitting insurance, the bid name and number must be included on the certificate.**

**15. CONTRACTOR AND CITY DEFINED:**

As used in these specifications, the term "CONTRACTOR" refers to Seller and the term "CITY" refers to Purchaser, as defined in the terms and conditions applicable to this Contract. All persons acting for Contractor, such as employees, subcontractors, and agents of the Contractor are included in the meaning of Contractor.

**16. CONTRACTOR OBLIGATIONS:**

Contractor agrees to perform and complete the service described in the Bid Documents in accordance with the work requirements of this Contract and attached exhibits. Contractor shall furnish all labor, supervision, equipment, and materials for the service. Experienced, qualified supervisors of the Contractor are essential to the satisfactory performance of the work. The City may consider lack of competent and capable supervision as grounds to reject a bid or terminate this Contract. An experienced, qualified supervisor should have approximately two years of experience doing the type of work requested in this Bid and one year of experience supervising crews doing the type of work requested in this Bid. The City reserves the right to determine supervisory competence. Supervisors must be able to communicate fluently in English and in any language that crew members use to communicate.

**17. EQUAL EMPLOYMENT OPPORTUNITY:** City of Arcadia, Florida, in accordance with the provisions of Title VI of The Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all Bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this advertisement and will not be discriminated against on the grounds of race, color or national origin in consideration for an award. All Bidders are hereby notified that the successful Bidder must and shall comply with the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Rehabilitation Act of 1973, the Americans with Disabilities Act, and the Florida Civil Rights Act, all as amended. Specifically, Consultant agrees that:

- a. No person shall, on the grounds of race, color, sex, religion, age, disability, national origin, pregnancy, handicap, or marital status, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program, activity or service funded through the contract.
- b. Bidder will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, national origin, marital status, pregnancy, or handicap. Bidder agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- c. Bidder will, in all solicitations or advertisements regarding program activities, services provided or applications for employment, state that all qualified applicants will receive consideration for services or

employment without regard to race, color, religion, sex, age, disability, national origin, marital status, pregnancy or handicap.

- d. City may require Bidders to submit reports as may be necessary to indicate non-discrimination. City officials will be permitted access to Bidders books, records, accounts and other sources of information and its facilities as may be pertinent to ascertain compliance with non-discrimination laws.

It is expressly understood that the City shall have the right to terminate the Agreement upon receipt of evidence of discrimination.

**18. MINORITY AND SMALL BUSINESS ENTERPRISES:** The City of Arcadia stands committed to providing equal opportunities to small businesses and disadvantaged business enterprises (DBE), minority business enterprises (MBEs) and women business enterprises (WBEs) as well as to all vendors, consultants, contractors, and sub-contractors who seek to do business with the City. The City does not intend to require or to allow partiality toward or discrimination against any small business or DBE, MBE, WBE, or any other vendor, consultant, contractor or sub-contractor on the basis of gender, race or national origin, or other such factors, but rather to create an opportunity for small businesses and DBEs, MBEs, WBEs, and all qualified vendors, consultants, contractors and sub-contractors to participate in the City's formal competitive processes.

**19. ADDITIONAL INFORMATION:**

Questions about the Contract and Technical portions of the bid must be submitted in writing to the person listed in the Interpretation of Specifications clause listed below. Bidders are cautioned that any statements made by the Contract and technical contact person that materially change any portion of the bid document shall not be relied upon unless subsequently ratified by a formal written amendment to the bid document. No contract or technical question will be accepted after ten (10) days prior to the date set for bid opening.

**20. RESPONSIBLE BIDDER DETERMINATION:**

Bidder is hereby notified that Section 287.05701, Florida Statutes, requires that the City may not request documentation of or consider a bidder's social, political, or ideological interest when determining if the Bidder is a responsible bidder.

**21.** An entity or affiliate who has had its certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the City.

**CITY OF ARCADIA**  
**IFB 2025-06 TRIBUTARY F BOX CULVERTS REPLACEMENT**  
**INSTRUCTIONS TO BIDDERS**

**A Non- Mandatory Pre-bid** conference has been scheduled for **WEDNESDAY, DECEMBER 17, 2025, AT 11:00 A.M.** in Council Chambers, Margaret Way Building, 23 N. Polk Avenue, Arcadia, Florida 34266. Interested contractors and sub-contractors are invited to attend the pre-bid conference to obtain additional information and clarification of the City's requirements.

**1. DEFINED TERMS:**

Terms used in these Instructions to Bidders which are defined in the Project General Conditions have the meanings associated to them in the Project General Conditions. The term "Successful Bidder" means the lowest, most responsive, most responsible bidder to whom the City (on the basis of the City's evaluation as hereinafter provided) makes an award.

**2. NOTIFICATION:**

The City utilizes the following methods for notification and distribution of solicitation opportunities:

- DemandStar at [www.demandstar.com](http://www.demandstar.com)
- Request via email [grenaud@arcadia-fl.gov](mailto:grenaud@arcadia-fl.gov)

These are the only methods of notification and distribution authorized by the City. The City shall not be responsible for receipt of notification and information from any source other than those shown above. It shall be the Bidder's responsibility to verify the validity of all IFB documents and solicitation information received by sources other than those listed.

**3. QUALIFICATIONS OF BIDDERS:**

- a) The apparent low Bidder, and any other Bidders so requested by the City, shall submit within ten days of such request, a list of major pieces of equipment owned by the Bidder and an audited financial statement. Bidders must complete the Qualifications Statement and provide documentation listed below:
1. BIDDER must provide documentation of their company's or responsible subcontractor's experience in construction of similar projects.
  2. BIDDER must provide references from five clients to demonstrate that their company is a responsible bidder. Contact information for these clients must be provided.
  3. BIDDER must provide qualifications and experience of its personnel that will work on the proposed project.
  4. BIDDER must be able to provide evidence of authority to conduct business in the jurisdiction in which the project is located.
- b) The CITY reserves the right to reject Bids from Bidders that are unable to meet the listed required qualifications.

**4. EXAMINATION OF CONTRACT DOCUMENTS AND SITE:**

- a) Before submitting a Bid, each Bidder must (a) examine the Contract Documents thoroughly, (b) visit the site to familiarize himself with local conditions that may in any manner affect cost, progress, or performance of the Work, (c) familiarize himself with federal, state, and local laws, ordinances, rules, and regulations that may in any manner affect cost, progress, or performance of the Work; and (d) study and carefully correlate Bidder's observations with the Contract Documents.
- b) On request, the City will provide each Bidder access to the site to conduct such investigations and tests as each Bidder deems necessary for submission of his Bid.

- c) The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement of this Article 4 and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

**5. 41 CFR 60-300.5 EQUAL OPPORTUNITY:**

(a) **Government contracts.** Each contracting agency and each contractor shall include the following equal opportunity clause in each of its covered Government contracts or subcontracts (and modifications, renewals, or **Extensions** thereof if not included in original contract):

**EQUAL OPPORTUNITY FOR VEVRAA PROTECTED VETERANS<sup>[3]</sup>**

1. The contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran, recently separated veteran, active-duty wartime or campaign badge veteran, or Armed Forces service medal veteran (hereinafter collectively referred to as "protected veteran(s)") in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals without discrimination based on their status as a protected veteran in all employment practices, including the following:

- i. Recruitment, advertising, and job application procedures.
- ii. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring.
- iii. Rates of pay or any other form of compensation and changes in compensation.
- iv. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists.
- v. Leaves of absence, sick leave, or any other leave.
- vi. Fringe benefits available by virtue of employment, whether or not administered by the contractor.
- vii. Selection and financial support for training, including apprenticeship, and on-the-job training under [38 U.S.C. 3687](#), professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training.
- viii. Activities sponsored by the contractor including social or recreational programs.
- ix. Any other term, condition, or privilege of employment.

2. The contractor agrees to immediately list all employment openings which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract and including those occurring at an establishment of the contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, with the appropriate employment service delivery system where the opening occurs. Listing employment openings with the state workforce agency job bank or with the local employment service delivery system where the opening occurs will satisfy the requirement to list jobs with the appropriate employment service delivery system. In order to satisfy the listing requirement described herein, contractors must provide information about the job vacancy in any manner and format permitted by the appropriate employment service delivery system which will allow that system to provide priority referral of veterans protected by VEVRAA for that job vacancy. Providing information on employment openings to a privately run job service or exchange will satisfy the contractor's listing obligation if the privately run job service or exchange provides the information to the

appropriate employment service delivery system in any manner and format that the employment service delivery system permits which will allow that system to provide priority referral of protected veterans.

3. Listing of employment openings with the appropriate employment service delivery system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a *bona fide* job order, including the acceptance of referrals of veterans and nonveterans. The listing of employment openings does not require the hiring of any particular job applicants or from any particular group of job applicants, and nothing herein is intended to relieve the contractor from any requirements in Executive orders or regulations regarding nondiscrimination in employment.

4. Whenever a contractor, other than a state or local governmental contractor, becomes contractually bound to the listing provisions in paragraphs 2 and 3 of this clause, it shall advise the employment service delivery system in each state where it has establishments that: (a) It is a Federal contractor, so that the employment service delivery systems are able to identify them as such; and (b) it desires priority referrals from the state of protected veterans for job openings at all locations within the state. The contractor shall also provide to the employment service delivery system the name and location of each hiring location within the state and the contact information for the contractor official responsible for hiring at each location. The "contractor official" may be a chief hiring official, a Human Resources contact, a senior management contact, or any other manager for the contractor that can verify the information set forth in the job listing and receive priority referrals from employment service delivery systems. In the event that the contractor uses any external job search organizations to assist in its hiring, the contractor shall also provide to the employment service delivery system the contact information for the job search organization(s). The disclosures required by this paragraph shall be made simultaneously with the contractor's first job listing at each employment service delivery system location after the effective date of this final rule. Should any of the information in the disclosures change since it was last reported to the employment service delivery system location, the contractor shall provide updated information simultaneously with its next job listing. As long as the contractor is contractually bound to these provisions and has so advised the employment service delivery system, there is no need to advise the employment service delivery system of subsequent contracts. The contractor may advise the employment service delivery system when it is no longer bound by this contract clause.

5. The provisions of paragraphs 2 and 3 of this clause do not apply to the listing of employment openings which occur and are filled outside of the 50 states, the District of Columbia, the Commonwealth of Puerto Rico, Guam, the Virgin Islands, American Samoa, the Commonwealth of the Northern Mariana Islands, Wake Island, and the Trust Territories of the Pacific Islands.

6. As used in this clause:

i. *All employment openings* includes all positions except executive and senior management, those positions that will be filled from within the contractor's organization, and positions duration, and part-time employment.

ii. *Executive and senior management* means: (1) Any employee (a) compensated on a salary basis at a rate of not less than \$455 per week (or \$380 per week, if employed in American Samoa by employers other than the Federal Government), exclusive of board, lodging or other facilities; (b) whose primary duty is management of the enterprise in which the employee is employed or of a customarily recognized department or subdivision thereof; (c) who customarily and regularly directs the work of two or more other employees; and (d) who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring, firing, advancement, promotion or any other change of status of other employees are given particular weight; or (2) any employee who owns at least a bona fide 20-percent equity interest in the enterprise in which the employee is employed, regardless of whether the business is a corporate or other type of organization, and who is actively engaged in its management.

iii. *Positions that will be filled from within the contractor's organization* means employment openings for which no consideration will be given to persons outside the contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings which the contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of his or her own organization.

7. The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
8. In the event of the contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
9. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are protected veterans. The contractor must ensure that applicants or employees who are disabled veterans are provided the notice in a form that is accessible and understandable to the disabled veteran (e.g., providing Braille or large print versions of the notice, posting the notice for visual accessibility to persons in wheelchairs, providing the notice electronically or on computer disc, or other versions). With respect to employees who do not work at a physical location of the contractor, a contractor will satisfy its posting obligations by posting such notices in an electronic format, provided that the contractor provides computers that can access the electronic posting to such employees, or the contractor has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the contractor to notify job applicants of their rights if the contractor utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.
10. The contractor will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding that the contractor is bound by the terms of VEVRAA, and is committed to take affirmative action to employ and advance in employment, and shall not discriminate against protected veterans.
11. The contractor will include the provisions of this clause in every subcontract or purchase order of \$100,000 or more, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to VEVRAA so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director, Office of Federal Contract Compliance Programs, may direct to enforce such provisions, including action for noncompliance.
12. The contractor must, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their protected veteran status.

[<sup>3</sup>] The definitions set forth in [41 CFR 60-300.2](#) apply to the terms used throughout this Clause, and they are incorporated herein by reference.

[End of Clause]

(b) ***Subcontracts.*** Each contractor shall include the equal opportunity clause in each of its subcontracts subject to this part.

(c) ***Adaptation of language.*** Such necessary changes in language may be made to the equal opportunity clause as must be appropriate to identify properly the parties and their undertakings.

(d) ***Inclusion of the equal opportunity clause in the contract.*** It is not necessary to include the equal opportunity clause verbatim in the contract. The clause shall be made a part of the contract by citation to [41 CFR 60-300.5\(a\)](#) and inclusion of the following language, in bold text, after the citation: "This contractor and subcontractor shall abide by the requirements of [41 CFR 60-300.5\(a\)](#). This regulation prohibits discrimination against qualified protected veterans and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans."

(e) ***Incorporation by operation of the Act.*** By operation of the Act, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the Act and the regulations in this part to include such a clause, whether or not it is physically incorporated in such contract and whether or not there is a written contract between the agency and the contractor.

(f) ***Duties of contracting agencies.*** Each contracting agency shall cooperate with the Director and the Secretary in the performance of their responsibilities under the Act. Such cooperation shall include insuring that the equal opportunity clause is included in all covered Government contracts and that contractors are fully informed of their obligations under the Act and this part, providing the Director with any information which comes to the agency's attention that a contractor is not in compliance with the Act or this part, responding to requests for information from the Director, and taking such actions for noncompliance as are set forth in [§ 60-300.66](#) as may be ordered by the Secretary or the Director.

**6. CONE OF SILENCE:**

Once the formal solicitation has been issued, communication from a prospective Bidder is prohibited, whether direct or indirect, regarding the subject matter or the specifications by any means whatsoever (whether oral or written), with any City employee, elected official, selection committee member, or representative of the City of Arcadia, from the issuance of the specifications until the Council makes the award. Communications initiated by a Bidder may be grounds for disqualifying the offending Bidder from consideration for award of the bid or any future bid. The only exceptions to the foregoing rule are as follows: (1) an invitation to give an oral presentation to the selection committee is received; (2) any questions relative to interpretation of specifications or the formal solicitation process shall be addressed to the authorized City Contact as stated below in "Inquiries."

**7. INTERPRETATION OF SPECIFICATION:**

All questions concerning this IFB, such as technical specifications, discrepancies, omissions and exceptions to any term or condition of the IFB documents must be submitted to the City's designated contact person **in writing** via email or U.S. Mail to: **Gail Renaud, City of Arcadia Purchasing Department, 23 North Polk Avenue, Arcadia, FL 34266 or [grenaud@arcadia-fl.gov](mailto:grenaud@arcadia-fl.gov)** No oral interpretations will be made to any firm as to the meaning of specifications or any other contract documents. All questions must be received within ten (10) calendar days (**Tuesday, December 30, 2025, at 2:00 P.M.**) prior to the scheduled opening of bids. All such requests for information and/or clarification shall be made in writing. Any interpretation of the bid terms, conditions, and/or specification, if made, will be only by Addendum duly issued. A copy of such Addendum will be posted on [www.demandstar.com](http://www.demandstar.com) **IT IS THE RESPONSIBILITY OF THE BIDDER TO CHECK FOR ANY ADDENDUM PRIOR TO SUBMITTING A BID.** No verbal instructions or interpretations of drawings and specifications will be made other than indicated above.

**8. ADDENDA:**

Any interpretations, corrections, or changes to this IFB will be made by addenda. Sole issuing authority shall be vested in the City Purchasing Department. Addenda will be posted and available through the City notification methods shown above. **The Bidder must acknowledge all addenda issued on the Acknowledgment of Addendum form supplied within this bid document.**

**9. MANUFACTURER'S NAMES AND APPROVED EQUIVALENTS:** Unless otherwise specifically stated in the General Provisions, Special Provisions and Technical Provisions, any manufacturer's names, trade names, brand names, catalog numbers or similar information listed in a specification are for the purpose of information and illustration and are not intended to restrict the submission of alternates meeting minimum specifications. The bidder may offer the same or any alternate for which the bidder is an authorized representative, which meets or exceeds the specifications for any item. If a manufacturer's name or model is included in the specification, and a bid is based on alternate products or services which bidder maintains is equivalent and meets or exceeds specifications, bidder is to indicate on the Bid Form the manufacturer's name and related information of the alternate, including any deviation from the specifications. Unless expressly noted on the bid that an alternate is being proposed, and the specification includes a specific manufacturer's model or brand, the Bid will be considered as a quotation for the item(s) stated in the specifications.

**10. INFORMATION AND DESCRIPTIVE LITERATURE:**

Bidders must furnish all information requested in the bid packet including but not limited to any sketches, plans, designs, specifications, and descriptive literature regarding the product(s)/service(s) being offered. Bids which do not comply with these requirements are subject to rejection. Reference to submission of documentation or materials with a previous bid will not satisfy this provision.

## **11. BID FORM:**

- a) The Bid Form is attached hereto; additional copies may be obtained from the City.
- b) Bid Forms must be completed in ink or print. The Bid price of each item on the form must be stated in words and numerals.
- c) Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign), and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.
- d) Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.
- e) All names must be typed or printed below the signature.
- f) The Bid shall contain an acknowledgment of receipt of all Addenda on the form supplied in the Bid document.
- g) The address to which communications regarding the Bid are to be directed must be shown.
- h) All supporting information requested in the Bid Form must be furnished. Do not leave any questions or requests unanswered.

Bids may be considered non-responsive, at the sole option of the City, and may be rejected if they include omissions, alterations of form, additions not called for, conditions or limitations, unauthorized alternate bids, submission of less than the number of bid packages requested, or other irregularities of any kind.

Unless otherwise stated, the price(s) set forth in the Bid include(s) all costs and expenses for labor, equipment, materials, commissions, transportation charges and expenses, handling material inspection, and patent fees and royalties, together with any and all other costs and expenses for providing the service, equipment, materials or performing and completing the work as shown according to the plans and specifications herein.

If quotations are requested for the various items of work, they are intended to establish a total price for providing the materials, equipment, services, or completing the work in its entirety. Should the Bidder determine that the cost for any item of work has not been established by the Bid Form, the cost for that work is to be included in other applicable Bid item(s), so that the Bid reflects the total price for completing that work in its entirety. In the event of a discrepancy between a unit bid price and an extension, the unit bid price will govern. Written prices shall govern over figures.

## **12. CONTACT:**

All prospective Bidders are hereby instructed not to contact any member of the City of Arcadia staff or City Council other than the designated contact person (listed below in Inquiries) regarding this bid at any time during the bid process. Any such contact shall be cause for rejection of your bid.

## **13. SUBMISSION OF BIDS:**

Qualified businesses or individuals requesting consideration must submit a complete bid with any/all attachments in a sealed package clearly marked with the name and number of the bid, to the attention of the City Clerk, City of Arcadia, Margaret Way Building, 23 North Polk Avenue, Arcadia, Florida 34266 prior to bid the closing date and time of **FRIDAY, JANUARY 9, 2026, AT 11:00 A.M.** Bids must be plainly marked, **"IFB 2025-06 TRIBUTARY F BOX CULVERTS REPLACEMENT"** and with the Bidder's name and address. If not so marked as to this wording, sealed and/or received by the closing time, the bid will not be considered.

Bid packets or additional information regarding this bid or the bidding procedures may be obtained by contacting the City of Arcadia, Purchasing Department, 23 North Polk Avenue Arcadia, Florida 34266, (863) 494-4114 or by email at [grenaud@arcadia-fl.gov](mailto:grenaud@arcadia-fl.gov). It shall be the sole responsibility of the Bidders to have their bid delivered on or before the time and date of **FRIDAY, JANUARY 9, 2026, AT 11:00 A.M.** Any bids received after the stated time and due to delays caused by mail or courier delivery, or any other reason, shall not be opened or otherwise considered, and will be returned at the bidder's expense.

Bids shall be opened and publicly announced at the City Council Chambers, 23 N. Polk Ave. Arcadia, FL 34266, after the close of bids, unless otherwise specified in the Special Instructions and Conditions.

**14. MODIFICATION AND WITHDRAWAL OF BIDS:**

- a) Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.
- b) If, within twenty-four hours after Bids are opened, any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of his Bid, that Bidder may withdraw his Bid, and the Bid Security will be returned. Thereafter, that Bidder will be disqualified from further bidding on the Work.

**15. ELECTRONIC SUBMISSION:**

Electronic Bids will not be accepted for this IFB.

**16. PAPER SUBMISSION:**

All copies of the Bid must be received on or before the Due Date and Time at the City of Arcadia, City Clerk, 23 North Polk Avenue, Arcadia, Florida 34266. Late bids will not be considered, regardless of the reason. Bid packet envelopes must be **sealed and marked** with the Bid number, due date, and name and address of firm so as to identify the enclosed submittal. It is the sole responsibility of the Bidder to ensure their Bid reaches the City Clerk on or before, the Due Date and Time. It is the sole responsibility of the Bidder to utilize the forms provided in this IFB. City business hours are 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding City holidays. Included in the sealed container shall be:

- **One (1) unbound original clearly marked "ORIGINAL". ORIGINAL SUBMITTAL MUST CONTAIN ALL ORIGINAL SIGNATURES**
- **One (1) copy clearly marked "COPY"** with all required information and identical to the original.
- **One (1) electronic copy** or a disc with all required information, and identical to the original, on a universal serial bus (USB) Potable flash memory card. Electronic copies should be in PDF format in one continuous file. Do not password protect or otherwise encrypt electronic copies.

Bids received by facsimile (fax) or electronically via e-mail will be considered non-Responsive and not a valid Bid Response to this Invitation for Bid.

**17. INQUIRIES:**

The City will not respond to oral inquiries. Bidders may submit written, e-mailed or faxed, inquiries regarding this BID to the authorized City Contact:

Gail Renaud, Bid Writer  
City of Arcadia Purchasing Department  
23 North Polk Avenue  
Arcadia, Florida 34266  
Phone: 863-494-4114; Fax: 863-494-4623  
Email: [grenaud@arcadia-fl.gov](mailto:grenaud@arcadia-fl.gov)

The City will respond to written, emailed or faxed; inquiries received at least ten (10) calendar days (**Tuesday, December 30, 2025, at 2:00 P.M.**) prior to the Bid due date. The City will record its responses to inquiries and any supplemental instructions in the form of written addenda. It shall be the responsibility of the Bidder, prior to submitting his/her proposal, to determine if addenda were issued and acknowledge them in the form supplied in this Bid document.

**18. EVALUATION OF BIDS:**

The Bid is reviewed by staff to determine whether each Bidder is responsive and responsible. A responsive Bidder shall mean a Bidder that has submitted a Bid that conforms in all material respects to the requirements in the IFB. Among other things, a Bid may be found non-responsive if the Bidder failed to provide the information requested in the Bid; failed to utilize or complete the required forms; provided incomplete, indefinite, or ambiguous responses; failed to comply with the applicable deadlines; provided improper or undated signatures; or provided information that is false, misleading, or exaggerated. A responsible Bidder means a Bidder meets the minimum qualification requirement(s) of this IFB. If the lowest priced bid is found

non-responsive, then the next low bidder will be evaluated and so on until a responsive contractor is found. A Bid Tabulation will be completed for those Bidders that are deemed responsive and responsible.

**19. SELECTION:** The procedures for the selection/award of bids are provided for by Florida Statutes, the City's Charter, Code of Ordinances, and Administrative Policies. Generally, all bids are reviewed by City staff and evaluated by the City Administrator. The type and price of the product(s) or service(s) being acquired determines if an award or selection may be made by the City Administrator or requires City Council approval. For information on which procedure applies to a particular bid contact the Purchasing Department.

Bids will be evaluated based on, but not limited to, one or more of the following criteria as appropriate:

- a) Compliance with specifications
- b) Price (if applicable)
- c) Capability/adequacy of bidder
- d) Ability to perform the contract within time specified
- e) Past and current projects, services or equipment provided to City
- f) Delivery schedule
- g) Prior government projects, services or equipment provided to other jurisdictions.
- h) General reputation, location and references

Pursuant to Chapter 287.087 Florida Statutes, in the event two or more bids are equal with respect to price, quantity, and services, preference will be given to bidders which have implemented Drug Free Workplace Programs. In addition, at the sole discretion of the City, payment terms, conditions, and other consequential information may be utilized in resolving apparent tie bids.

**20. NOTICE OF PUBLIC DOCUMENTS:**

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 CITY'S CUSTODIAN OF PUBLIC RECORDS AT THE MARGARET WAY BUILDING, 23 NORTH POLK AVENUE, ARCADIA, FLORIDA 34266 (863) 494-4114.

- a. Contractor must keep and maintain all public records required by the City in order to perform services under this Contract.
- b. Upon request from the City's custodian of public records, Contractor shall provide the City with a copy of the requested public records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provide in Chapter 119, Florida Statutes, or as otherwise provided by law.
- c. Contractor shall 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.
- d. Upon completion of the contract, Contractor shall transfer, at no cost, to the City all public records in the possession of the Contractor or keep and maintain public records required by the City to perform the service under this contract. 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 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.
- e. The Department reserves the right to unilaterally terminate this Agreement for failure by the City to comply with the provisions of Chapter 119 Florida Statutes.
- f. In addition to Subrecipient's responsibility to directly respond to each request it receives for records, in conjunction with this Agreement and to provide the applicable public records in response to such request, Subrecipient shall notify Department of Commerce of the receipt and content of all such request by sending an email to [PRRequest@deo.myflorida.com](mailto:PRRequest@deo.myflorida.com) within one (1) business day from receipt of the request.

**21. BID OPENINGS:**

All Bids submitted shall be publicly opened on **FRIDAY, JANUARY 9, 2026, AT 11:00 A.M.** in the Council Chambers at the Margaret Way Building, 23 North Polk Avenue, Florida, or another designated City location as posted.

**22. BIDS TO REMAIN OPEN:**

All Bids shall remain open for one hundred twenty (120) calendar days after the day of the Bid opening, but Owner may, in his sole discretion, release any Bid and return the Bid Security prior to that date.

**23. LATE BIDS:**

Bids received after the Due Date and Time shall be returned to Bidder unopened and will be considered non-responsive. The City is not responsible for the lateness due to weather conditions, delivery service, or any other reasons.

**24. AWARD OF CONTRACT:**

- a) The City reserves the right to waive minor defects, variations to specifications, informalities, irregularities, and technicalities in any Bids, to reject any and all Bids in whole or in part, with or without cause, and/or to accept Bids that in its judgment will be for the best interest of the City. The City also reserves the right to separately accept or reject any item or items of a bid and to award and/or negotiate a contract in the best interest of the City. Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the indicated sum.
- b) In evaluating Bids, the City shall consider the qualifications of the Bidders and whether or not the Bids comply with the prescribed requirements. It is City's intent to accept alternates (if any are accepted) based on available budget after bids are received. Alternate amounts will not be a consideration in evaluating the apparent low bidder and acceptance or rejection of alternates are not to impact the bidders base bid amount.
- c) The City may conduct such investigations as it deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of the Bidders, proposed Subcontractors and other persons and organizations to do the Work in accordance with the Contract Documents to City's satisfaction within the prescribed time.
- d) City reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to City's satisfaction.
- e) If the contract is to be awarded, it will be awarded to the lowest, most responsive, most responsible Bidder on the basis of the Total Base Bid.
- f) If the contract is to be awarded, City will give the Successful Bidder a Notice of Award within ninety (90) calendar days after the day of the Bid opening.

**25. CORRESPONDENCE:**

The number of this IFB must appear on all correspondence, or inquiries, pertaining to this IFB.

**26. CONTRACT FORMS:**

Any agreement or contract resulting from the acceptance of a bid shall be on forms either supplied by or approved by the City, and shall contain, as a minimum, applicable provisions of the Invitation for Bid, and the bid documents to be submitted by bidder, including the Information to Bidders, Instructions to Bidders, Project General Conditions, Specifications, Plans, Forms, Addenda (if any) and all attachments therewith. The City reserves the right to reject any bid or resulting agreement which does not conform to the Invitation for Bid and, if applicable, any City requirement relating to such an Agreement.

The City reserves the right to extend any contract or agreement for an additional period of not more than one hundred twenty (120) calendar days beyond the original expiration date. Prices in effect on the last day of the contract shall remain in effect for the contract extension period. Additional extensions shall be subject to agreement of both parties.

The successful bidder will be required to execute any resulting agreement and provide any bonds or insurance certificates required at the time of contract execution. Failure to timely execute the necessary bond or insurance certificate will result in cancellation of an award, with no further obligation by the City.

This bid is subject to the appropriation of funds in an amount sufficient to allow continuation of the City's performance in accordance with the terms and conditions of this bid for each and every fiscal year in which this bid is executed and entered into. If funds are not appropriated/available, the City shall provide prompt written notice to the Vendor that effective thirty (30) days after giving such notice, or upon the expiration of the time for which funds were appropriated, whichever occurs first, the City will thereafter be released of all further obligations related to the bid and/or award.

27. **LITIGATION VENUE:** All litigation shall take place either in the State Courts of Florida, wherein venue shall lie in Desoto County, Florida; or in the Federal Courts, wherein venue shall lie in the Central District in and for the State of Florida. The Bidder expressly waives venue in any other location.
28. **LIENS:** Before the final draw is payable, Bidder must furnish a sworn statement that all sums due for services, material or labor on the project have been paid in full. If the City receives any Notice to Owner on this Project, then in addition to the requirements set forth above, Bidder shall at the time of each draw furnish a partial waiver of lien from all Sub-contractors, material, or labor providers, and at the time of the final draw shall furnish a final waiver of lien for each such Sub-contractors, material, or labor provider; as a condition precedent to receiving any payment from the City. Bidder shall indemnify the City and hold it harmless from and against any loss or damage, claim or cause of action, and any attorneys' fees and court costs, arising out of: any unpaid bills for labor, services or materials furnished to this project; any failure of performance of Bidder under this Agreement; or the negligence of the Bidder in the performance of its duties under this Agreement, or any act or omission on part of the Bidder, his agents, employees, or servants.

The Bidder may, if any Sub-contractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the Purchasing Officer, to indemnify the City against any lien. If any lien remains unsatisfied after all payments are made, the Bidder shall refund to the City all moneys that the latter may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

29. **CONFLICT OF INTEREST:** The award of a bid or acceptance of bid is subject to Chapter 112, Florida Statutes. All Bidders must disclose with their bid the name of any officer, director, or agent who is a City official or employee, or a member of an official's or employee's immediate family. Further, Bidders must disclose the name of any City official or employee, or a member of an official's or employee's immediate family, who owns directly or indirectly an interest of five percent (5%) or more in the Bidder's firm or related business.
30. **OWNERSHIP RIGHTS:** All products generated by the Bidder for the City become the property of the City. The City may require submission of any electronic file version of reports, data, maps, or other submission of documentation produced for or as a result of this bid in addition to paper documents.
31. **RESERVED RIGHTS:** The City reserves the right to reject any and all bids, with or without statement of cause, request resubmissions, or to waive any irregularities or technicality or negotiate modifications to any bid which may be in the best interest of the City.

Bidders who do not normally engage in providing the types of commodities/services specified herein may be required to demonstrate they have sufficient financial support, equipment, and organization to ensure they can satisfactorily perform if awarded a bid/contract under the terms and conditions herein stated.

The City reserves the right to make such investigations as it deems necessary to determine the ability of any Bidder to perform the work or service requested. Any information the City deems necessary to make such determinations shall be provided by the Bidder upon request as a condition of further consideration of the bid. The applicability of all information obtained, and the City's decision shall be final. By submitting a bid, the Bidder authorizes such investigation.

If the contract awarded as a result of this bid is terminated prior to the end of the term, the City reserves the right to award the balance of the contract to the next lowest responsive Bidder.

32. **ADVERTISING:** In submitting a bid, Bidder agrees not to use the results therefrom as a part of any commercial advertising or marketing purposes without written approval of the City Administrator.
33. **GOVERNMENTAL RESTRICTIONS/REQUIREMENTS:** In the event any governmental restrictions are be imposed which would necessitate alteration of the material, quality, workmanship, or performance of the items offered in a bid, it shall be the responsibility of the successful Bidder to immediately notify the City of the specific regulation which required an alteration, and the specific alternations that will be made to the item(s) bid. The City reserves the right to accept any such alteration/substitution, including any price adjustments resulting therefrom, or to cancel the award at no expense to the City.
34. **NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, age, color, creed, handicap, religion or national origin in the selection, award, or operations conducted, or performance related to any bid.
35. **UNAUTHORIZED EMPLOYEES OR AGENTS:** Employment of unauthorized aliens by Bidder is considered a violation of Section 274A (e) of the Immigration and Nationality Act. If a Bidder knowingly employs unauthorized aliens, such action shall be cause for unilateral cancellation of the Agreement and City may recover damages from Bidder resulting from such cancellation. The Bidder shall be responsible for including this provision in any context with and requiring compliance by any/all subcontractors performing for Bidder relating to this Agreement.
36. **OTHER GOVERNMENTAL ENTITIES - OPTIONAL APPLICATION:** In the State of Florida, other Florida public entities may "piggy-back" on competitive bid awards under the same terms and conditions, if all parties are in agreement.
37. **LEGAL NAME:** Bids shall clearly indicate the legal name and organizational structure, business address, and telephone number of the Bidder. Bids shall be signed above the typed or printed name and title of the individual submitting the bid. The signer shall warrant he/she has the authority to bind the Bidder to the terms and conditions of the submitted bid.
38. **SIGNING OF CONTRACT:**  
When the City gives a Notice of Award to the Successful Bidder, it will be accompanied by at least three (3) unsigned counterparts of the Agreement and all other Contract Documents. Within fifteen (15) days thereafter Contractor shall sign and deliver at least three (3) counterparts of the Agreement to City with all other contract Documents attached. Within ten (10) days thereafter the City will deliver all fully signed counterparts to Contractor. Engineer will identify those portions of the Contract Documents not fully signed by the City and Contractor and such identification shall be binding on all parties.
39. Contractors and subcontractors will comply with all terms and conditions of the State-funded Grant Agreement and all federal, state, and local laws and regulations applicable to this Project.
40. **IRON AND STEEL:** The State of Florida requires that iron or steel product permanently incorporated in certain public works projects be produced in the United States. See § 255.0993, Fla. Stat. (2024). Contractor must carefully review the technical specifications to determine whether and how this requirement applies to this project and prepare its bid accordingly. Contractor's failure to account for this requirement in its bid will not justify a later change to the contract Price. All iron or steel products included in this order must be produced in the United States, which means that all manufacturing processes, from initial melting through application of coatings, occur in the United States, other than metallurgical processes to refine steel additives. See § 255.0993, Fla. Stat. (2024).
41. **FOREIGN COUNTRY OF CONCERN:** Pursuant to Section 287.138, Florida Statutes, the City Cannot knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if the entity is owned controlled, organized, or operating in a foreign country of concern, which include the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control, of such foreign country of concern, and any contracting entity that may be given access to an individual's personal identifying information must have a duly authorized officer or representative attest under the penalty of perjury that said entity is now owned by the government of a

foreign country of concern, that the government of a foreign county of concern does not have a controlling interest in the entity, and that the entity is not organized under the laws of n or have its principal place of business in a foreign country of concern. The required affidavit, which must be signed by a duly authorized officer or representative of Contractor is attached to this bid document

**42. SOLICITATION TIMETABLE:**

The tentative schedule for this solicitation is as follows:

Invitation To Bid Issued:	Wednesday, December 10, 2025
Deadline For Receipt of Questions:	Tuesday, December 30, 2025, at 2:00 P.M.
Non-Mandatory Pre-Bid meeting	Wednesday, December 17, 2025, at 11:00 a.m.
Responses To IFB Due:	Friday, January 9, 2026, at 11:00 A.M.

**CITY OF ARCADIA  
IFB 2025-06 TRIBUTARY F BOX CULVERTS REPLACEMENT**

**GENERAL CONDITIONS**

**1. ACCEPTANCE:**

Items may be tested for compliance to the Scope of Services. Items delivered not conforming to the Scope of Services may be rejected and returned at Contractor's expense. Any increase in cost for items not delivered as specified in the solicitation may be charged against the Contractor.

**2. AMENDMENTS:**

No amendment, modification or supplement to this Agreement shall be binding unless it is in writing and signed by authorized representative of both parties.

**3. AFFIRMATIVE STEPS UNDER 2 CFR §200.321:**

a) When possible, the recipient or subrecipient should ensure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms (See U.S. Department of Labor's list) are considered as set forth below.

b) Such consideration means:

- (1) These business types are included on solicitation lists;
- (2) These business types are solicited whenever they are deemed eligible as potential sources;
- (3) Dividing procurement transactions into separate procurements to permit maximum participation by these business types;
- (4) Establishing delivery schedules (for example, the percentage of an order to be delivered by a given date of each month) that encourage participation by these business types;
- (5) Utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring a contractor under a Federal award to apply this section to subcontracts.

**4. APPLICABLE LAW:**

The Agreement shall be governed in all respects by the laws of the State of Florida, and the policies of the City of Arcadia. Any litigation with respect thereto shall be brought in the Courts of the State of Florida.

**5. AS-BUILT DRAWINGS:**

If this solicitation requires as-built drawings, the Contractor must supply three sets of certified as-built drawings upon completion of the project at the Contractors' expense. All sets submitted to the City must be certified by a professionally licensed engineering firm authorized to do business in the State of Florida. All drawings, specifications, and copies thereof furnished by the City are the property of the City. They are not to be used on other work and, with the exception of the signed contract set, are to be returned to the City upon the completion of the work.

**6. ASSIGNMENT:**

The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any award or any or all of its rights, title, or interest therein, without the prior written consent of the City. Assignment or transfer of the resulting Agreement without written consent of the City may be construed by the City as a breach of contract sufficient to cancel this Agreement at the discretion of the City.

**7. AVAILABILITY OF FUNDING:**

Award of this solicitation is contingent upon availability of funding. Furthermore, during the Agreement period, if funding to finance all or part of the award resulting from this solicitation becomes unavailable, the City reserves the right to terminate such Agreement after providing the Contractor no less than three (3) days written notice. The City shall be the final authority as to the determination of availability of funding. The City agrees to reimburse the Contractor for any authorized goods or services provided prior to the Contractor's receipt of the aforesaid termination notice.

**8. AWARD:**

- A. **Within Available Funds:** If the lowest Base Bid received is within the funds currently budgeted for this project, the Add Alternates, if any, will be applied in the order shown on the Bid Form prior to the determination of the lowest responsive and responsible Bid. If the Base Bid plus the Add Alternates, if any, is within the funds currently budgeted for this project, this Bidder will be deemed the lowest Bidder. The Add Alternates will be added until the funds currently available are met.
- B. **Exceeds Available Funds:** If the lowest Base Bid received exceeds the funds currently budgeted for this project, the Add Alternates, if any, will not be considered. In this case a recommendation will be made using the budgeted base bid and proceed with the Contract award.

**9. BID BOND:**

In submitting this sealed bid, it is understood that the right is reserved by the City to reject any or all bids. It is agreed that this Bid may not be withdrawn for one hundred twenty (120) calendar days from opening. Bids which are withdrawn will result in forfeiture of the bid bond, if any.

**10. BONDING REQUIREMENTS – 2 CFR 200.326**

The Federal agency or pass-through entity may accept the recipient's or subrecipients bonding policy and requirements for construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold. Before doing so, the Federal agency or pass-through entity must determine that the Federal interest is adequately protected. If such a determination has been made, the minimum requirements must be as follows:

- a. A bid guarantee from each bidder equivalent for five percent of the bid price. The bid guarantee must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute any required contractual documents within the specified timeframe.
- b. A performance bond on the contractor's part for 100 percent of the contract price. A performance bond is a bond executed in connection with a contract to secure the fulfillment of all the contractor's requirements under a contract.
- c. A payment bond on the contractor's part for 100 percent of the contract price. A payment bond is a bond executed in connection with a contract to assure payment as required by the law of all persons supplying labor and material in the execution of the work provided under a contract.

**11. CHANGE ORDERS.**

The Contract Price and the time for completion of the Work may be changed only by Change Order. City, without invalidating this Agreement, may order changes in the Work within the general scope of the Work consisting of additions, deletions or other revisions; the Contract Price; and the schedule for completion of the Work. All such changes in the Work shall be authorized only by written Change Order and shall be executed under the applicable conditions of the Contract Documents.

- 11.1 The cost or credit to City resulting from a change in the Work shall be determined in one or more of the following ways:
  - A. By mutual acceptance of a lump sum properly itemized;
  - B. By unit prices stated in the Contract Documents or subsequently agreed upon; or
  - C. By cost and a mutual acceptable fixed or percentage fee.
- 11.2 If none of the methods set forth in paragraph 9 hereof is agreed upon, Contractor shall promptly proceed with the changed Work. The cost of such Work shall then be determined on the basis of Contractor's reasonable expenditures and savings, including, in the case of any increase in the Contract Price, a reasonable allowance for overhead and profit. In such case, Contractor shall keep and present an itemized accounting together with appropriate supporting data. The amount of credit to be allowed by Contractor to City for any deletion or change which results in a net decrease in cost will be the amount of the actual net decrease as confirmed by Contractor's records. When both additions and credits are

involved in any one change, the allowance for overhead and profit shall be figured on the basis of net increase, if any.

11.3 Contractor represents that it has examined the Work sites thoroughly before entering into this Agreement and is knowledgeable of all site conditions, above and below ground, and placement of all utilities. Contractor has also fully investigated the typical weather for this time of year.

11.4 Claims for Additional Cost or Time. If Contractor claims that additional cost or time is involved because of any change order, Contractor shall make such claim solely as provided herein and failure to make a claim timely shall be a waiver of any such claim. If Contractor wishes to make a claim for an increase in the Contract Price or an extension in the time for completion of the Work, Contractor shall give City written notice thereof within seven (7) calendar days after the occurrence of the event giving rise to such claim. This written notice shall be given by Contractor before proceeding to execute the Work, except in an emergency endangering life or property in which case Contractor shall proceed as necessary under the circumstances. Any change in the Contract Price or time for completion of the Work resulting from such properly requested claim shall be authorized by Change Order. Contractor shall not be given any Change Order for time extension for rain or other adverse weather conditions unless the condition is unusual or unseasonable for this time of year. Contractor may be entitled to an extension in the time for completion of the Work for delays occasioned by others working at the site who are not under the control or supervision of Contractor.

## **12. COMPLETE AGREEMENT:**

The parties agree that the conditions of purchase stated herein, or attachments hereto set forth their entire Agreement and there are no promises or understandings other than those stated herein, and that any prior negotiations between the City and Contractor shall not constitute a part of the Agreement between the City and Contractor concerning this service. The term "Agreement" as used in this clause shall include any future written amendments, modifications, or supplements made in accordance herewith.

## **13. COMPLIANCE:**

A submission of a proposal shall constitute an incontrovertible representation by a Bidder that the Bidder has complied with every requirement herein, and that without exception the proposal is premised upon performing the Services required by the Scope of Services with such means, methods, techniques, sequences, or procedures as may be indicated in or required by the Scope of Services, and that the Scope of Services are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Services.

## **14. COMPLIANCE WITH LAWS:**

Contractor represents and warrants that the performance of this solicitation and the furnishing of services required shall be in accordance with the applicable standards, provisions, and stipulations of all pertinent Federal, State or City laws, rules, regulations, resolutions, and ordinances, including but not limited to, the Fair Labor Standards Act, the Equal Employment Opportunity rules and regulations, the Transportation Safety Act and the Occupational Safety and Health Acts.

## **15. COPYRIGHT, PATENT AND TRADEMARK:**

Any and all patent rights accruing under or in connection with the performance of this Agreement are hereby reserved to the State of Florida. Any and all copyrights accruing under or in connection with the performance of this Agreement are hereby transferred by Subrecipient to the State of Florida.

- a) If the Subrecipient has a pre-existing patent or copyright, Subrecipient shall retain all rights and entitlements to that pre-existing patent or Copyright unless this Agreement expressly provides otherwise.
- b) If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement or in any way connected with it, Subrecipient shall refer the discovery or invention to DOC for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films or other copyrightable material are produced, Subrecipient shall notify DOC. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Subrecipient to the State of Florida.
- c) Within thirty (30) calendar days of execution of this Agreement, Subrecipient shall disclose all intellectual

properties relating to the performance of this Agreement which give rise to a patent or copyright. Subrecipient shall retain all rights and entitlements to any pre-existing intellectual property which is so disclosed. Failure to disclose will indicate that no such property exists and DOC shall have the right to all patents and copyrights which accrue during performance of this Agreement.

**16. CONDITION:**

It is understood and agreed that any item offered or shipped as a result of this solicitation shall be the latest model in current production and shall be of good quality, workmanship, and material. All containers shall be suitable for storage or shipment; and all prices shall include standard commercial packaging. By signing the Bid Form, the Bidder represents that all equipment offered under these specifications shall meet or exceed the minimum requirements specified.

**17. CONFLICT OF INTEREST:**

The award hereunder is subject to Chapter 112, Florida Statutes. All Bidders must disclose with their Qualifications the name of any officer, director, or agent who is also an employee of the City of Arcadia. Further, all Bidders must disclose the name of any City of Arcadia employee who owns, directly or indirectly, an interest of five percent (5%) or more of the Bidder's firm or any of its branches.

**18. CONTRACTOR OBLIGATIONS:**

- a) Contractor agrees to perform and complete the Services described in the solicitation in accordance with the requirements of this Agreement and attached Exhibits. Contractor shall furnish all labor, supervision, equipment and materials for the service. Experienced, qualified supervisors of the Contractor are essential to the satisfactory performance of the Services. The City may consider lack of competent capable supervision as grounds to reject a proposal or terminate this Agreement. An experienced, qualified supervisor should have approximately two years of experience and one-year of supervisory experience doing the type of work requested in this solicitation. The City reserves the right to determine supervisory competence. Supervisors must be able to communicate fluently in English and in any language that crew members use to communicate.
- b) Contractors and all subcontractors agree to comply with Section 20.055(5), Florida Statutes, (Inspector General Cooperation).

**19. CONTRACTOR'S OWN FORCES:**

No more than seventy-five percent (75%) of the dollar value of the total contract work may be accomplished by Sub-Contractors. Balance of the work must be accomplished by successful Bidder's own forces. Each Bidder must furnish with its Qualifications, a list of the items it proposes to subcontract and the estimated cost of these items.

**20. DAVIS-BACON REQUIREMENTS:**

The Contractor agrees to comply with the requirements of the Davis-Bacon Act, which requires the payment of prevailing wage rates (which are determined by the U.S. Department of Labor) to all laborers and mechanics on federally funded construction projects in excess of \$2,000. A Davis-Bacon wage decision (or wage determination) is a listing of various construction work classifications and the minimum wage rates (and fringe benefits, where prevailing) that workers who perform work in those classifications must be paid.

**For the Job Site:** Contractors and subcontractors must post copies of the current applicable wage determination and also the Davis-Bacon poster titled "Employee Rights under the Davis-Bacon Act". It must be placed in a location that is easily accessible to all of the construction workers employed on the project.

- Contractor acknowledges that a decision for award of contract or subcontract must be conditioned upon the acceptance of the wage determination.

- All contractors and subcontractors must submit certified payroll reports to the respective FI Commerce subrecipient each week.

Weekly payroll reviews will be performed to determine the following:

- 1) Are hour and wages reported?
- 2) Are fringe benefits paid correctly?
- 3) Are apprentices identified with certifications attached?

- 4) Is the Statement of Compliance attached?
- 5) Is the Certified Payroll Report signed in ink or through the proper use of electronic signature.

- Conduct on site interviews (Interview Forms can be found in Attachment 4) with the employees. Interviews should be done, at a minimum, on two different occasions. One should be within the first two weeks after construction begins and whenever a new subcontractor begins work on the project. The second round should be done closer to substantial completion while workers are still on site.

**21. DELAYS AND EXTENSION OF TIME:**

The Contractor shall not be entitled to any claim for damages including loss of profits, loss of use, overhead expenses, equipment rental, etc., because of hindrances or delays for any cause whatsoever, but if occasioned by an act of God, or by any act or omission on the part of the City. City's agents or governmental agencies having jurisdiction, such act, hindrance, or delay may entitle the Contractor to an extension of time in which to complete the services, which shall be determined by the City, provided that the Contractor will give written notice within two (2) weeks as provided herein of the cause of such act, hindrance, or delay. An extension of Contract Time shall be the Contractor's sole and exclusive remedy for all claims for delay, including delays attributable to breach of Contract or Tort.

If any emergency or natural disaster causes delay or interferes with the use or delivery of the services described in this solicitation, the City reserves the right to acquire from other sources any services during any suspension of delivery.

**22. DIRECT PURCHASE:**

The City reserves the right, at the City's sole option, to utilize the Purchasing Department's direct purchasing ordering system. Direct purchase orders may be issued for applicable supplies and equipment to be utilized in the City's solicitations in order to recover applicable sales tax on these purchase orders.

**23. DISPUTES:**

In case of any doubt or differences of opinion as to the items to be furnished hereunder, the decision of the City of Arcadia Council shall be final.

**24. DISQUALIFICATION:**

More than one proposal from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. If the City believes the Bidder is interested in more than one proposal for the work contemplated, all proposals in which such Bidder is interested in shall be rejected. If the City believes collusion exists among Bidders, all proposals shall be rejected.

**25. DOCUMENT CONFLICTS:**

In the event of inconsistency between the Drawings and Specifications or within either the Drawings or Specifications not clarified by addendum, the better quality or the greater quantity of work shall be provided in accordance with the City's interpretation.

**26. ERROR IN EXTENSION:**

If the unit price and the extension price are at variance, the unit price shall prevail.

**27. E-VERIFY:**

Contractors and subcontractors performing work funded by CDBG subgrants are required to enroll in the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees that they hire during the term of their contracts under Executive Order 11-116, signed by the Governor of Florida on May 27, 2011.

A) E-verify is an Internet-based system that allows businesses to determine the eligibility of their employees to work in the United States. A contractor or subcontractor that has not signed up for E-Verify and executed a memorandum of understanding with the Department of Homeland Security can enroll in the E-Verify system on the Department of Homeland Security's website listed below

<http://www.uscis.gov/e-verify/e-verify-enrollment-page>

- B) Contractors and subcontractors shall enroll in the E-Verify system prior to hiring any new employee after the effective date of their contracts to perform work on CDBG-funded projects. The address for obtaining an Employer Memorandum of Understanding is:

[http://www.uscis.gov/sites/default/files/USCIS/Verification/E-Verify/E-Verify\\_Native\\_Documents/MOU\\_for\\_E-Verify\\_Employer.pdf](http://www.uscis.gov/sites/default/files/USCIS/Verification/E-Verify/E-Verify_Native_Documents/MOU_for_E-Verify_Employer.pdf)

- C) The Department of Homeland Security offers tutorials and other assistance at the web address below:

<http://www.uscis.gov/e-verify/you-start>

**28. EXAMINATION OF CONTRACT DOCUMENTS AND SITE:**

It is the responsibility of each Bidder before submitting a proposal to:

- A) Examine the Contract Documents thoroughly,
- B) Visit the site to become more familiar with local conditions that may affect cost, progress, or performance of the work,
- C) Consider Federal, State, and local Laws and Regulations that may affect cost, progress, or performance of the Services,
- D) Study and carefully correlate the Bidder's observations with the Contract Documents and,
- E) Notify the City of all conflicts, errors, or discrepancies in the Contract Documents.

Information and data reflected in the Contract Documents with respect to underground utilities at or contiguous to the site is based upon information and data furnished to the City by underground utilities companies or others, and the City does not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise.

The Contractor shall verify and familiarize themselves with the lands upon which the work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by the Contractor in performing the work and identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by the Contractor. Easements for permanent structures or changes in existing structures are to be obtained by the City unless otherwise provided in the Contract Documents.

**29. FAILURE TO PERFORM:**

If, during the term of the Agreement, the Contractor should refuse or otherwise fail to perform any of its obligations under the Agreement, the City reserves the right to:

- A) Obtain the services from another Contractor; and/or
- B) Terminate the Agreement; and/or
- C) Suspend the Contractor from bidding for a period of up to 24 months.

**30. INCURRED COST:**

The City of Arcadia is not liable for any cost incurred by the Contractor prior to award. Costs for developing a response to this solicitation are entirely the obligation of the Bidder and shall not be chargeable in any manner to the City of Arcadia.

**31. INFORMALITIES AND IRREGULARITIES:**

The City has the right to waive minor defects or violations of a bid proposal from exact requirements of the scope that do not affect the price, quality, quantity, delivery, or performance time of the services being procured. If insufficient information is submitted by a Bidder with the proposal for the City to properly evaluate the proposal, the City has the right to require such additional information as it may deem necessary after the time set for receipt of proposals, provided that such concession does not affect the price, quality, quantity, delivery, or performance time of the goods/services being procured.

Bidders which do not normally engage in providing the types of commodities/services specified herein may be required to demonstrate they have sufficient financial support, equipment, and organization to ensure they can

satisfactorily perform if awarded a bid/contract under the terms and conditions herein stated.

The City reserves the right to make such investigations as it deems necessary to determine the ability of any Bidder to perform the work or service requested. Any information the City deems necessary to make such determinations shall be provided by the Bidder upon request as a condition of further consideration of the bid. The applicability of all information obtained, and the City's decision shall be final. By submitting a bid, the Bidder authorizes such investigation.

If the contract awarded as a result of this bid is terminated prior to the end of the term, the City reserves the right to award the balance of the contract to the next lowest responsive Bidder.

**32. INSPECTION:**

All goods and services shall be subject to inspection and approval by the City at all reasonable times including inspection during manufacture. Inspection and approval by the City at Contractor's plant does not preclude rejection for defects upon discovery by subsequent inspection. Any goods and services rejected by the City shall be promptly repaired or replaced at Contractor's expense. Any and all costs incurred by the City in connection with the return of goods rejected by the City as defective shall be at Contractor's risk and expense.

**33. INSURANCE:**

The Contractor, at its own expense and in its own name must provide and keep in force during the term of the Agreement, insurance coverage provided by a company(s) licensed to conduct business in the State of Florida acceptable to the City with limits not less than indicated for the respective items or as otherwise agreed. Types of coverage and limits of liability shall be as set forth in the Special Conditions.

If any insurance should be cancelled or changed by the insured or expire during the period of its proposal award, the Contractor shall be responsible for securing other acceptable insurance to provide the coverage specified in the solicitation to maintain continuous coverage during the life of the award.

**34. LEGAL REQUIREMENTS:**

Federal, State, City and local laws, ordinances, rules, and regulations that in any manner affect the item(s) covered herein apply. Lack of knowledge by the Bidder will in no way be cause for relief from responsibility.

The Recipient shall comply and require its contractors and subcontractors to comply with all terms of the State-Funded Grant Agreement and all federal, state, and local laws and regulations applicable to this project.

**35. LICENSE/CERTIFICATIONS:**

The successful Contractor will be required to secure, at its expense, the proper occupational license and/or any other license/certification required of the applicable service/work being performed. Proof of license and/or certification may be required prior to proposal award. The Bidder shall fully comply with all state and federal laws, City procurement policies, ordinances and regulations in any manner affecting the performance of the Services. The Bidder shall provide its occupation license number and expiration date.

**36. LIENS:**

Before the final draw is payable, Contractor must furnish a sworn statement that all sums due for services, material or labor on the project have been paid in full. If the City receives any Notice to Owner on this Project, then in addition to the requirements set forth above, Contractor shall at the time of each draw furnish a partial waiver of lien from all subcontractors, material, or labor providers, and at the time of the final draw shall furnish a final waiver of lien for each such subcontractor, material, or labor provider; as a condition precedent to receiving any payment from the City. Contractor shall indemnify the City and hold it harmless from and against any loss or damage, claim or cause of action, and any attorneys' fees and court costs, arising out of: any unpaid bills for labor, services or materials furnished to this project; any failure of performance of Contractor under this Contract; or the negligence of the Contractor in the performance of its duties under this Contract, or any act or omission on part of the Contractor, his agents, employees, or servants.

**37. LIQUIDATED DAMAGES:**

For all Contracts, regardless of whether the Contract time is stipulated in calendar days or working days, the City will count default days in calendar days. If the Contractor or, in case of his default, the Surety, fails to complete the work within the time stipulated in the Contract, or within such extra time that the City may have granted the Contractor or, in case of his default, the Surety shall pay to the City, not as a penalty, but as liquidated

damages, the following amounts according to Contractor's Bid amount:

- \$50,000.00 - \$100.00 per calendar day.
- \$50,000.00 to \$500,000.00 - \$250.00 per calendar day.
- \$500,000.00 to \$1 Million - \$500.00 per calendar day.
- Over \$1 Million - \$1,000.00 per calendar day.

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

The City does not waive its right to liquidated damages due under the Contract by allowing the Contractor to continue and finish the work, or any part of it, after the expiration of the Contract Time including granted time extension. In case of default of the Contract and completion of the work by the City, the Contractor and his Surety are liable for the liquidated damages under the Contract, 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.

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

**38. LITIGATION VENUE:**

All litigation shall take place either in the State Courts of Florida, wherein clean air act shall lie in Desoto County, Florida; or in the Federal Courts, wherein venue shall lie in the Middle District in and for the State of Florida. The Contractor expressly waives venue in any other location.

**39. MISTAKES:**

Bidders are expected to examine the specifications, delivery schedules, prices, and all instructions pertaining to supplies and services. Failure to do so will be at Bidder's risk.

**40. NON-CONFORMING TERMS AND CONDITIONS:**

A bid proposal response that includes terms and conditions that do not conform to the terms and conditions in the solicitation are subject to rejection as non-responsive. The City reserves the right to permit the Bidder to withdraw nonconforming terms and conditions from its proposal response prior to determination by the City as non-responsive based on the submission of nonconforming terms and conditions.

**41. NON-EXCLUSIVE AGREEMENT:**

Award of this Agreement shall impose no obligation on the City to utilize the Contractor for all work of this type, which may develop during the agreement period. This is not an exclusive Agreement. The City specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the City's best interest.

**42. OPERATION DURING DISPUTE:**

In the event the City has not cancelled the Agreement in accordance with the terms of the Agreement, and there remains a dispute with the Bidder and the City, the Bidder agrees to continue to operate and perform under the terms of the Agreement while such dispute is pending, and further agrees that, in the event a suit is filed for injunction or other relief, it will continue to operate until the final adjudication of such suit by the Court.

**43. PAYMENT BOND:**

In submitting this sealed bid, it is understood that the City of Arcadia may require a Payment Bond to ensure payments are made to all person supplying labor or material for the completion of work under this Contract.

**44. PERIOD OF OFFER VALIDITY:**

Prices quoted must remain firm for a period of one hundred (120) calendar days from the proposal opening date.

**45. PAYMENT TERMS:**

Contractor shall prepare and submit to the City's Purchasing Department for approval, invoices for the Services rendered under this Agreement. Payment shall be issued by the City's Finance Department, who shall initiate disbursements for invoices approved by the Administration Agent in accordance with the Florida Prompt Payment Act, found in Part VI, Ch. 218 of the Florida Statutes. All invoices shall be accompanied by a report identifying the nature and progress of the Work performed. The statement shall show a summary of fees with an accrual of

the total fees billed and credits for portions paid previously. The Contractor shall submit an invoice for payment to the City on a monthly basis. The City reserves the right to withhold payment to Contractor for failure to perform the work in accordance with the provisions of this Agreement and the City shall promptly notify the Contractor if any invoice or report is found to be unacceptable and will specify the reasons.

**46. PERFORMANCE BOND:**

In submitting this sealed bid, it is understood that the City of Arcadia may require a Performance Bond to protect the City from any and all losses due to the awarded Contractor's inability to complete the Contract as agreed.

**47. PERIOD OF OFFER VALIDITY:**

Prices quoted must remain firm for a period of one hundred twenty (120) calendar days from the proposed opening date.

**48. PERMITS:**

The Contractor will secure and pay for all construction permits and licenses and will pay all governmental charges and inspection fees necessary for the prosecution of the work, which are applicable at the time of the solicitation. When such charges are normally made by the City and when so stated in the Contract Documents, there will be no charges to the Contractor. The City shall assist the Contractor, when necessary, in obtaining such permits and licenses. The Contractor will also pay all public utility charges.

**49. PRE-BID MEETING:**

If the Contract Documents state the Pre-Bid Meeting is MANDATORY, you must attend this meeting. No Bids will be accepted if you do not attend.

**50. PUBLIC RECORDS REQUESTS:**

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 CITY'S CUSTODIAN OF PUBLIC RECORDS AT THE MARGARET WAY BUILDING, 23 NORTH POLK AVENUE, ARCADIA, FLORIDA 34266 (863) 494-4114.

- g. Contractor must keep and maintain all public records required by the City in order to perform services under this Contract.
- h. Upon request from the City's custodian of public records, Contractor shall provide the City with a copy of the requested public records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provide in Chapter 119, Florida Statutes, or as otherwise provided by law.
- i. Contractor shall 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.
- j. Upon completion of the contract, Contractor shall transfer, at no cost, to the City all public records in the possession of the Contractor or keep and maintain public records required by the City to perform the service under this contract. 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 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.
- k. The Department reserves the right to unilaterally terminate this Agreement for failure by the City to comply with the provisions of Chapter 119 Florida Statutes.
- l. In addition to Subrecipient's responsibility to directly respond to each request it receives for records, in conjunction with this Agreement and to provide the applicable public records in response to such request, Subrecipient shall notify Department of Commerce of the receipt and content of all such request by sending an email to [PRRrequest@deo.myflorida.com](mailto:PRRrequest@deo.myflorida.com) within one (1) business day from receipt of the request.

**51. PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES:**

This solicitation may be extended to include other governmental agencies provided a cooperative Purchasing Agreement exists. Each political entity will be responsible for the execution of its own requirements with the awarded Contractor.

**52. RETAINAGE:**

The Contract retainage amount with respect to the progress payments shall be 5% unless otherwise stated in the Contract Documents. The City, at its sole discretion, may allow for a reduction of retainage dependent on work progress and status.

**53. ACCESS TO RECORDS:**

The City or any of their duly authorized representatives shall have access to any books, documents, papers or any other records prepared by the Bidder that are directly pertinent to the work produced under this Agreement for making audit, examination, excerpts and transcription. Such records shall be maintained for six (6) years after the completion of the Work and until claims or audit findings have been resolved which were initiated prior to the expiration of the six (6) year period. The City retains a firm which annually audits records including grants. Should records be required within that period, Bidder will be notified in writing.

The local government, The Florida Commerce Department, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government accountability, the U. S. Department of Housing and Urban Development, the Comptroller General of the United States and any of their duly authorized representatives, shall have access to any books, documents, papers and records, including electronic storage media, of the Administrator which are directly pertinent to the Agreement for the purpose of audit, examination, making excerpts, and transcriptions as they may related to this Agreement.

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, boat commissions contractor and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review or hearing pursuant to this section."

**54. RIGHT TO AUDIT RECORDS:**

In performance of this Agreement, the Contractor shall keep books, records, and accounts of all activities related to the Agreement, in compliance with generally accepted accounting procedures. All documents, papers, books, records, and accounts made or received by the Contractor in conjunction with the Agreement and the performance of this Agreement shall be open to inspection during regular business hours by a authorized representative of the City.

The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or the Auditor General access to such records upon request The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the Auditor General upon request for a period of six years from the date the audit report is issued unless extended inwriting by the Department.

**55. RIGHT TO REJECT:**

The City of Arcadia reserves the right to reject any and all bids not deemed to be in the best interest of the City, or to accept that bid which appears to be the lowest most responsible bid which may not be in the best interest of the City. The City reserves the right to waive any and all informalities or reject any or all bids or any part of any bid. The City also reserves the right to award or eliminate any portion of the bid.

**56. SAFETY AND PROTECTION:**

The Contractor will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury, or loss to:

- A. All employees on the work site and other persons, who may be affected thereby,
- B. All the work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and

- C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavement on roadways, structures and utilities not designated for removal, relocation, or replacement in the course of construction.
- D. The Contractor will designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the City.

**57. SILENCE OF SPECIFICATIONS:**

The apparent silence of the specifications and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of this specification shall be made upon the basis of this statement.

**58. STATEMENT RELATIVE TO PUBLIC ENTITY CRIMES:**

The Bidder is directed to the Florida Public Entity Crime Act 287.133, Florida Statutes, and the City's requirement that the successful Bidder comply with it in all respects prior to and during the term of the Contract.

**59. SUBMITTALS:**

All Submittals, MOT, Project Schedule, and any other pertinent information, if required of the project, must be provided by the awarded Contractor at the Project Kick-off Meeting or Notice to Proceed will not be issued. If the awarded Contractor fails to provide this information in a timely manner, the City will consider failure to provide these materials, grounds for Termination by Default.

**60. TAXES:**

The City is a tax-exempt Florida municipality, Federal Employment Identification Number 59-6000266, Florida State Tax Number 85-8012595892C-8. Copies of Exemption Certificate and related information may be obtained by contacting the Finance Director, 23 N. Polk Ave. Arcadia, FL 34266 or (863) 494-4114.

**61. TERMINATION FOR CONVENIENCE:**

The City reserves the right to cancel this Agreement by written notice to the Contractor effective the date specified in the notice, for any of the following reasons:

- The City has determined that such cancellation will be in the best interest of the City to cancel the Agreement for its own convenience.
- Funds are not available to cover the cost of the services. The City's obligation is contingent upon the availability of appropriate funds.
- The Purchasing Manager shall give written notice of the termination to the Contractor specifying the reason of the Agreement termination and when termination becomes effective.
- The Contractor shall incur no further obligations in connection with the terminated Work and on the date set in the Notice of Termination the Contractor will stop work to the extent specified.
- The City shall pay the Contractor under following conditions:  
All costs and expenses incurred by the Contractor for work accepted by the City prior to the Contractor's receipt of the Notice of Termination.
- Anticipatory profit for work and services not performed by the Contractor shall not be allowed.

**62. TERMINATION FOR DEFAULT - DEFAULT/FAILURE TO PERFORM:**

The City shall be the sole judge of non-performance, which shall include any failure on the part of the Contractor to accept the award, to furnish required documents, and/or to fulfill any portion of this Agreement within the time stipulated. Upon default by the Contractor to meet any terms of this Agreement or related Exhibit, the City will notify the Contractor, providing three (3) days (weekends and holidays excluded) to advise the City of its plan for corrective action to remedy the default. Failure on the Contractor's part to correct the default within the approved time period shall result in the Agreement being terminated and the City, notifying in writing the Contractor of the effective date of the termination. The following shall constitute default:

- Failure to perform the work required under the Agreement and/or within the time required or failing to use the sub-contractors, entities, and personnel as identified and set forth, and to the degree specified in the Agreement.
- Failure to begin the work under this Agreement within the time specified.

- Failure to perform the Work with sufficient workers to ensure timely completion.
- Neglecting or refusing to correct Work where prior work has been rejected as non-conforming with the terms of the Agreement.
- Becoming insolvent, being declared bankrupt by a US Bankruptcy Court, renders the Contractor incapable of performing the Services in accordance with and as required by the Agreement.
- Failure to comply with any of the terms of the Agreement.
- Failure to pay sub-contractors or others pursuant to the Services completed under this Agreement.

In the event of default, the Contractor shall pay any damages sustained by the City including attorney's fees and Court costs incurred in collecting any damages. All documents prepared by the Contractor in connection with this Agreement will be the property of the City.

The City shall authorize payment to the Contractor, the costs and expenses for Work performed by the Contractor prior to receipt of the Notice of Termination; however, the City may withhold from amounts due the Contractor such sums as the Administrative Services Director deems to be necessary to protect the City against loss caused by the Contractor because of the default.

**63. VARIANCES:**

Any variance whatsoever from the bid specifications are to be clearly identified on the bid form. Acceptance of any proposed variations will be at the sole discretion of the City.

**64. VERBAL INSTRUCTIONS:**

No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from the authorized City contact may be considered. Only written communications from the Contractor which are assigned by a person designated as authorized to bind the company will be recognized by the City as duly authorized expressions on behalf of the Contractor.

**65. WARRANTY CLAUSE:**

A warranty is a guarantee to the integrity of a product and of the manufacturer's responsibility for the repair or replacement. All manufacturer warranties are to be transferred to the City before final acceptance.

**66. UNAUTHORIZED ALIENS:**

Employment of unauthorized aliens by Bidder is considered a violation of Section 274A (e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement and City may recover damages from Bidder resulting from such cancellation. The Bidder shall be responsible for including this provision in any context with the requiring compliance by any/all subcontractors performing for Bidder relating to this Agreement.

**67. 2 CFR 200.323(a) – PROCUREMENT OF RECOVERED MATERIALS:**

- a) A recipient or subrecipient that is a State Agency or agency of a political subdivision of a State and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 U.S.C. 5962. The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of completion, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceed \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program of procurement of recovered materials identified in the EPA guidelines.

**CITY OF ARCADIA**  
**IFB 2025-06 TRIBUTARY F BOX CULVERTS REPLACEMENT**  
**BID PROPSAL FORM**

PROPOSAL TO

CITY OF ARCADIA, FLORIDA

**TRIBUTARY F BOX CULVERTS REPLACEMENT**

Name of Bidder: Douglas N. Higgins, Inc.

Business Address: 4485 Enterprise Ave., Naples, FL 34104

Phone No.: 239-774-3130

To the City Administrator of the CITY OF ARCADIA, FLORIDA.

Pursuant to and in compliance with your notice inviting sealed proposals (Invitation to Bid), Instructions to Bidders, and the other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the contract documents, local conditions affecting the performance of the contract, and the cost of the work at the place where the work is to be done, hereby proposes and agrees to perform within the time stipulated in the contract, including all of its component parts and everything required to be performed, and to provide and furnish any and all of the labor, material, tools, expendable equipment, and all utility and transportation services necessary to perform the contract and complete in a workmanlike manner, all of the work required in connection with the construction of said work all in strict conformity with the plans and specifications and other contract documents on file in the office of the Engineer for the prices hereinafter set forth.

Work must begin no later than 10 days after the issuance of a Notice to Proceed, unless otherwise approved by City, with Substantial Completion slated for three hundred (300) calendar days and final Completion slated for three hundred thirty (330) calendar days.

The undersigned as Bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any person, firm, or corporation; and he proposes and agrees, if the proposal is accepted, that he will execute a contract with the OWNER in the form set forth in the contract documents and that he will accept in full payment thereof the following prices listed in the bid form.

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

Michael Lobello, Vice President  
Printed Name and Title

**CITY OF ARCADIA  
IFB 2025-06 TRIBUTARY F BOX CULVERTS REPLACEMENT**

**BID FORM**

Bid prices stated in the proposal include all costs and expenses for labor, equipment, materials, contractor's overhead, and profit.

ITEM NO	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE
101-1	Mobilization	LS	1	\$	\$
102-1	Maintenance of Traffic	LS	1	\$	\$
104-1	Erosion Control	LF	3687	\$	\$
104-11	Turbidity Barrier	LF	600	\$	\$
110-1	Clearing and Grubbing	AC	0.18	\$	\$
120-1	Regular Excavation	CY	101	\$	\$
120-6	Embankment	CY	110	\$	\$
285-1	Optional Base, Base Group 6	SY	1998	\$	\$
160-1	Type B Stabilization	SY	1998	\$	\$
234-1	Superpave Asphaltic Concrete, Traffic C	TN	497	\$	\$
410-1	10'x 5' Box Culvert Crossings	LF	355	\$	\$
410-2	10'x 7' Box Culvert Crossings	LF	354	\$	\$
425-1	Curb Inlet Type P6 (Round Bottom)	EA	10	\$	\$
425-2	Ditch Bottom Inlet - Type C	EA	2	\$	\$
430-1	Endwalls	EA	24	\$	\$
430-2	12"x18" ERCP	LF	290	\$	\$
520-1	Curb and Gutter (Type F)	LF	378	\$	\$
530-1	Rip Rap	TN	324	\$	\$
570-1	Sod	SY	475	\$	\$

ITEM NO	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE
711-1	6" Double Yellow Thermoplastic w/ Y/Y RPMS	LF	50	\$	\$
711-2	24" White Thermoplastic Stop Bar	LF	50	\$	\$
711-3	12" White Thermoplastic Cross Walk	LF	162	\$	\$
1050-1	15" PVC Sewer Gravity Main Relocation/Replacement	LF	100	\$	\$
1050-2	8" PVC Sewer Gravity Main Relocation/Replacement	LF	200	\$	\$
1050-3	10" PVC Force Main Relocation/Replacement	LF	100	\$	\$
1050-4	8" DIP Water Main Relocation/Replacement	LF	300	\$	\$
1050-5	6" DIP Water Main Relocation/Replacement	LF	200	\$	\$
999-50	Project Sign	EA	1	\$	\$
<b>SUBTOTAL</b>					\$
999-25	CONTINGENCY	10%			\$
<b>TOTAL</b>					\$

**TOTAL FIRM BID AMOUNT:** \$ \_\_\_\_\_

**(Total Firm Bid Price written in Words)**

\_\_\_\_\_  
**BIDDER'S Signature**

Michael Lobello, Vice President  
**Printed Name and Title**

\_\_\_\_\_  
**ATTEST Signature**

Tamara Ludwig, Asst. Secretary  
**Printed Name and Title**

**CITY OF ARCADIA**  
**IFB 2025-06 TRIBUTARY F BOX CULVERTS REPLACEMENT**

**BIDDER'S CERTIFICATION**

Name of Bidder: Douglas N. Higgins, Inc.

Business Address: 4485 Enterprise Ave.

City: Naples State: FL Zip Code: 34104 Phone: 239-774-3130

**BIDDERS CERTIFICATION TO THE CITY OF ARCADIA:**

1. The undersigned warrants that: (A) this Bid is submitted in response to, and is in compliance with, all terms and conditions applicable thereto as set forth in the Advertisement, Instructions and Information for Bidders; Bid/Certification Forms and Bonds, Contract Documents and Specifications, Construction Plans, Bonds and Insurance requirements, Project General Conditions and Addendums, each of which has been carefully examined, (B) Bidder or Bidder's representative has made such investigation as is necessary to determine the character and extent of the work and their capability to perform the work, and (C) agrees that if the Bid is accepted by the City, Bidder will provide the necessary labor, materials, machinery, equipment, tools or apparatus, and perform all the work or services required to complete the assignment and/or contract within the time specified according to the requirements of the City as herein and hereinafter set forth.

2. Please check one:

Bidder declares that the only person, persons, company or parties interested in this Bid are named in the Bid.

Bidder, or one or more of bidder's officers, principals, or any owner of more than 5% in or of bidder, or members of their immediate families: (A) have a financial interest in another company, project, or property that could benefit financially from this proposed project; and/or (B) another individual or business will be compensated by (or on behalf of bidder) if bidder is selected by the City to bid the requested services. (Attach a detailed explanation for either.)

3. Bid Bond - If the Bid is accepted by the City, it will become a binding contract on both parties. If a Bid Bond or Cashier's Check/Certified Check is required, it shall be submitted with the Bid. If the undersigned shall fail to deliver or perform, or if applicable, execute a Contract as stated herein, then the City may, at its option, determine that the undersigned has abandoned the Award/Contract, and thereupon such Bid and/or Award shall be null and void, and any Cashier's Check/Certified Check or Bond accompanying this Bid shall be forfeited to and become the property of the City, and the full amount of said check, or if a Bid Bond, the full amount of such bond, shall be paid to the City as partial liquidated damages; otherwise, any Bond or Cashier's Check/Certified Check accompanying this Bid shall be returned to the undersigned within 30 calendar days from the date of Award, or if provisions for a Notice to Proceed are included, from the date of the Notice to Proceed.

Bidder proposes and agrees to provide all materials, services or equipment required for **TRIBUTARY F BOX CULVERTS REPLACEMENT** as itemized on BID FORM.

4. The City reserves the right to accept any or all prices itemized in any combination that best serves the interests of the City. The City further reserves the right to accept or reject any of the components of this Bid, including alternates.

**BIDDER'S CERTIFICATION, CONTINUED**

Submitted By: Michael Lobello

(Print)

Title: Vice President

Signature: \_\_\_\_\_

ATTEST: \_\_\_\_\_

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

Print Name

Affix Corporate Seal  
(If Corporation)

State of Florida  
County of Collier

The foregoing instrument was acknowledged before me this 13th day of February, 2026 by Michael Lobello,  
who is personally known to me or who presented Personally Known as identification, and who (did) (did not) take  
an oath.

\_\_\_\_\_  
[Signature of Notary Public]

Tamara Ludwig  
\_\_\_\_\_  
[Printed, typed or stamped name of Notary Public]

# HH 706896  
\_\_\_\_\_  
[Commission Number of Notary Public]

**CITY OF ARCADIA  
IFB 2025-06 TRIBUTARY F BOX CULVERTS REPLACEMENT**

**ACKNOWLEDGMENT OF RECEIPT OF ADDENDUM**

Were Addendum issued on this Solicitation?    Yes   X      No       

I (We) hereby acknowledge receipt of the following Addendum/Addenda issued in reference to this solicitation by listing the Addendum by number, date and signing the form:

Addendum   1      Date:   12/22/25  

Addendum   2      Date:   1/9/26  

Addendum   3      Date:   1/20/26  

Addendum   4      Date:   1/21/26  

Addendum           Date:       

Addendum           Date:       

Addendum           Date:       

Addendum           Date:       

Addendum           Date:       

CONTRACTOR: Douglas N. Higgins, Inc.

By: \_\_\_\_\_  
(AUTHORIZED SIGNATURE)

Michael Lobello  
(Printed Name of Signer)

Vice President  
(Title of Signer)

**CITY OF ARCADIA  
IFB 2025-06 TRIBUTARY F BOX CULVERTS REPLACEMENT**

**CONFLICT OF INTEREST FORM**

F.S. §112.313 places limitations on public officers (including advisory board members) and employees' ability to contract with the City either directly or indirectly. Therefore, please indicate if the following applies:

PART 1.

- I am an employee, public officer or advisory board member of the City.  
\_\_\_\_\_ (List Position Or Board)
- I am the spouse or child of an employee, public officer or advisory board member of the City.  
Name: \_\_\_\_\_
- An employee, public officer or advisory board member of the City, or their spouse or child, is an officer, partner, director, or proprietor of Respondent or has a material interest in Respondent. "Material interest" means direct or indirect ownership of more than 5 percent of the total assets or capital stock of any business entity. For the purposes of [§112.313], indirect ownership does not include ownership by a spouse or minor child.  
Name: \_\_\_\_\_
- Respondent employs or contracts with an employee, public officer or advisory board member of the City.  
Name: \_\_\_\_\_
- None of The Above

PART 11:

Are you going to request an advisory board member waiver?

- I will request an advisory board member waiver under §112.313(12)
- I will NOT request an advisory board member waiver under §112.313(12)
- N/A

The City shall review any relationships which may be prohibited under the Florida Ethics Code and will disqualify any vendors whose conflicts are not waived or exempt.

**BUSINESS NAME:** Douglas N. Higgins, Inc.

**NAME (PER AUTHORIZED TO BIND THE COMPANY):** Michael Lobello, VP

**SIGNATURE:** \_\_\_\_\_ **DATE:** 2/13/26

**CITY OF ARCADIA  
IFB 2025-06 TRIBUTARY F BOX CULVERTS REPLACEMENT**

**QUALIFICATIONS STATEMENT**

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO: **PURCHASING DEPARTMENT**  
ADDRESS: **23 NORTH POLK AVENUE**  
**ARCADIA, FLORIDA 34266**

**CIRCLE ONE**

SUBMITTED BY: <u>Douglas N. Higgins, Inc.</u>	Corporation
NAME: <u>Daniel Higgins, President</u>	Partnership
ADDRESS: <u>4485 Enterprise Ave., Naples, FL 34104</u>	Individual
PRINCIPAL OFFICE: <u>3390 Travis Pointe Rd., Ste. A</u>	Joint Venture
<u>Ann Arbor, MI 48108</u>	Other

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Bidder is:

Douglas N. Higgins, Inc.

The address of the principal place of business is: 3390 Travis Pointe Rd., Ste. A  
Ann Arbor, MI 48108

2. If the Bidder is a corporation, answer the following:

- a. Date of Incorporation: April 15, 1966
- b. State of Incorporation: Michigan
- c. President's name: Daniel Higgins
- d. Vice President's name: Matthew DeLuca, Michael Lobello, Kelly Wilkie
- e. Secretary's name: Kelly Wilkie, Tamara Ludwig
- f. Treasurer: Kelly Wilkie
- g. Name and address of Resident Agent: NRAI Services, Inc., 1200 South  
Pine Island Rd., Plantation, FL 33324

3. If Bidder is an individual or a partnership, answer the following:

- a. Date of organization: \_\_\_\_\_
- b. Name, address and ownership units of all partners:  
\_\_\_\_\_

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c. State whether general or limited partnership:

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4. If Bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

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5. If Bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

6. How many years has your organization been in business under its present business name?

60 Years

a. Under what other former names has your organization operated?

N/A

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7. Indicate registration, license numbers or certificate numbers for the businesses or professions which are the subject of the proposal. Please attach certificate of competency and/or state registration.

State of Florida - Certified General Contractor - CGC 060189

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8. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

None

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9. Within the last five (5) years, has any officer or partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully.

None

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10. State the names, telephone numbers and last known addresses of five (5) businesses with the most knowledge of work which you have performed, and to which you refer (governmental entities are preferred as references).

COMPANY NAME	CONTACT PERSON	ADDRESS	TELEPHONE NUMBER

11. List the pertinent experience of the key individual of your organization (continue on insert sheet, if necessary).

See Attached

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12. State the name of the individual who will have personal supervision of the services:

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THE OFFEROR ACKNOWLEDGES AND UNDERSTANDS THAT THE INFORMATION CONTAINED IN RESPONSE TO THIS QUALIFICATIONS STATEMENT SHALL BE RELIED UPON BY OWNER IN AWARDING THE CONTRACT AND SUCH INFORMATION IS WARRANTED BY OFFEROR TO BE TRUE. THE DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE OFFEROR'S QUALIFICATION TO PERFORM UNDER THE CONTRACT SHALL CAUSE THE OWNER TO REJECT THE BID/PROPOSAL, AND IF AFTER THE AWARD TO CANCEL AND TERMINATE THE AWARD AND/OR CONTRACT.

\_\_\_\_\_  
SIGNATURE - Michael Lobello, VP

State of Florida  
County of Collier

On this the 13th day of February, 2026, before me, the undersigned Notary Public of the State of Florida, personally appeared Michael Lobello and (Name(s) of individual(s) who appeared before Notary) whose name(s) in/ are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC  
SEAL OF OFFICE:

Tamara Ludwig  
(Name of Notary Public: Print, stamp, or type as commissioned.)

Personally known to me, or

Produced identification:

\_\_\_\_\_  
 DID take the oath, or

DID NOT take the oath.

**CITY OF ARCADIA  
IFB 2025-06 TRIBUTARY F BOX CULVERTS REPLACEMENT**

**NON-COLLUSION AFFIDAVIT**

By signing this offer, the vendor/contractor certifies that this offer is made independently and free from collusion. Vendor shall disclose below any City of Arcadia, Florida officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Arcadia, Florida officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules. Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Purchasing Policy.

NAME - None	RELATIONSHIP

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

**AFFIDAVIT**

STATE OF FLORIDA

COUNTY OF Collier

**BEFORE ME, the undersigned authority, personally came and appeared,** Michael Lobello

, who after being duly sworn, deposed and said that he/she is the fully authorized Vice President

of Douglas N. Higgins, Inc.

(hereinafter referred to as affiant), and said affiant further said:

(1) That affiant has not and will not employ any person either directly or indirectly, to secure the public contract under which he is to receive payment, other than persons regularly employed by the affiant whose service in connection with the project or in securing the public contract are in the regular course of their duties for the affiant; and

(2) That no part of the contract price was paid or will be paid to any person for soliciting the contract, other

than the payment of normal compensation to persons regularly employed by the affiant whose services with the project are in the regular course of their duties for the affiant.

\_\_\_\_\_  
**AFFIANT'S SIGNATURE** - Michael Lobello, VP

SWORN TO AND SUBSCRIBED BEFORE ME ON THIS 13th DAY OF February, 2026.

\_\_\_\_\_  
NOTARY PUBLIC

AFFIANT

Company Name: Douglas N. Higgins, Inc.

Address: 4485 Enterprise Ave., Naples, FL 34104

Phone Number: 239-774-3130

**Affiant's Signature:** \_\_\_\_\_  
Michael Lobello, VP

**NON-COLLUSION AFFIDAVIT** IN THE STATE OF Florida IN THE COUNTY OF Collier being first duly sworn, on oath, says that the bid above submitted is a genuine and not a sham or collusive bid or made in the interest of or on behalf of any person not therein named, and s/he further says that the said Bidder has not directly or indirectly induced or solicited any Bidder on the above work or supplies to put in a sham bid, or any other person or corporation to refrain from bidding, and that said Bidder has not in any manner sought by collusion to secure her/himself an advantage over any other bidder or bidders.

Sworn to and subscribed before me this 13th day of February, 2026. Personally known X or Produced \_\_\_\_\_ as  
\_\_\_\_\_ as  
identification.

**[Type of identification]**

Notary Public - State of Florida

My Commission expires: 12/2/2029

\_\_\_\_\_  
**[Signature of Notary]**

Tamara Ludwig  
**[Printed, typed or stamped commissioned name of Notary Public]**

**CITY OF ARCADIA  
IFB 2025-06 TRIBUTARY F BOX CULVERTS REPLACEMENT**

**BID SECURITY BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, Douglas N. Higgins, Inc.,  
of \_\_\_\_\_, hereinafter called Principal, and Hartford Accident & Indemnity Co., hereinafter called Surety, a  
corporation organized and existing under the Laws of the State of \_\_\_\_\_, and authorized to transact business in the State  
of Florida, as a Surety, are held and firmly bound unto the City of Arcadia, Florida, hereinafter called Obligee, in the  
penal sum of five percent (5%) of the amount of Principal's Bid, \$ Five percent of the attached bid, good  
and lawful money of the United States of America, for the payment of which the Principal and Surety bind themselves,  
their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. The  
Condition of this Obligation is such, that,

WHEREAS the Principal has submitted a Bid to the Obligee on a contract for the

**TRIBUTARY F BOX CULVERTS REPLACEMENT**

NOW THEREFORE, if the Obligee shall accept the Bid of the Principal and the Principal shall enter into a  
contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified  
in the Bid or Contract Documents with good, qualified and sufficient surety for the faithful performance of such  
construction for the prompt payment of labor and material furnished in the prosecution thereof, then this obligation  
shall be null and void; otherwise this bid is to remain in full force and effect for the payment to Obligee of the stated  
penal sum hereof.

In witness whereof, we have hereunto set our signatures and seal this 13th day of February, 2026  
,  
all pursuant to due authorization.

\_\_\_\_\_(Seal) Principal  
Douglas N. Higgins, Inc.

By Surety Hartford Accident & Indemnity Company

By \_\_\_\_\_  
Attorney-in- Fact in accordance with the attached Power of Attorney

STATE OF Florida )

COUNTY OF Collier )

I, Tamara Ludwig, a Notary Public in and for the State and County  
aforesaid, do hereby certify that Michael Lobello, and Theresa J. Foley,  
whose names are signed to the foregoing bond, this day personally appeared before me in my State and County  
aforesaid and acknowledged the same. Given under my hand and seal this 13th day of February  
\_\_\_\_\_, 2026.

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

My Commission Expires

**CITY OF ARCADIA  
IFB 2025-06 TRIBUTARY F BOX CULVERTS REPLACEMENT**

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),  
DEBARMENT CERTIFICATION  
CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
AND OTHER RESPONSIBILITY MATTERS  
PRIMARY COVERED TRANSACTIONS**

(1) The Prospective Bidder-primary participant certifies to the best of its knowledge and belief, that it and its principals:

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b) 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;
- c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of these offenses enumerated in paragraph (1)(b) of this certification; and
- d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or Local) terminated for cause or default.

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

No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive federally funded contracts.

\_\_\_\_\_  
Signature

Michael Lobello, Vice President

\_\_\_\_\_  
Title

Douglas N. Higgins, Inc.

\_\_\_\_\_  
Contractor/Firm

4485 Enterprise Ave., Naples, FL 34104

\_\_\_\_\_  
Address

CITY OF ARCADIA

IFB 2024-06 TRIBUTARY F BOX CULVERTS REPLACEMENT

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to City of Arcadia, Florida, a Municipal Corporation, 23 N. Polk Ave., Arcadia, FL 34266 by Michael Lobello, Vice President [print individual's name and title]

for Douglas N. Higgins, Inc. whose business [print name of entity submitting sworn statement]

address is 4485 Enterprise Ave., Naples, FL 34104

and (if applicable) it's Federal Identification Number

(FEIN) is 38-1807765 (If the entity has no FEIN, include the Social Security

Number of the individual signing this sworn statement)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

- 1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. I understand that any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bind 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 the contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

7. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor of consultant under a contract with any public entity; and may not transact business with any public entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **[Indicate which statement applies.]**

X  Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **[attach a copy of the final order]**

**I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.**

IFB 2025-06

\_\_\_\_\_  
**[signature]** Michael Lobello, VP

\_\_\_\_\_  
**[Reference: Bid Number]**

Sworn to and subscribed before me this 13th day of February, 2026. Personally known  X  or Produced \_\_\_\_\_ as identification.

**[Type of identification]**

Notary Public - State of  Florida

My Commission expires:  12/2/2029

\_\_\_\_\_  
**[Signature of Notary]**

Tamara Ludwig

\_\_\_\_\_  
**[Printed, typed or stamped commissioned name of Notary Public]**

**CITY OF ARCADIA  
IFB 2025-06 TRIBUTARY F BOX CULVERTS REPLACEMENT**

**DRUG-FREE WORKPLACE CERTIFICATION**

**Please complete Part I or Part II as applicable.**

In order to be given preference in the award process for having implemented a drug-free workplace program prior to the bid submission date, the bidder is requested to certify that as part of their drug-free workplace program, they have:

1. Published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specified the actions that will be taken against employees for violations of such prohibition.
2. Informed employees about the dangers of drug abuse in the workplace, the businesses policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Given 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), notified 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 Sates or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Imposed a sanction on, or required 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. Made a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

**Part I - PROGRAM IMPLEMENTED**

I certify that I/we have established a drug-free workplace Program meeting the foregoing minimum requirements.

Michael Lobello, VP

\_\_\_\_\_  
[Printed, typed name]

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

State of Florida

County of Collier

The foregoing instrument was acknowledged before me this 13th day of February, 2024 by Michael Lobello, who is personally known to me or who presented Personally Known as identification, and who (did) (did not) take an oath.

\_\_\_\_\_  
[Signature of Notary Public]

Tamara Ludwig  
[Printed, typed or stamped name of Notary Public]

# HH 706896  
\_\_\_\_\_  
[Commission Number of Notary Public]

**Part II - PROGRAM NOT IMPLEMENTED**

A program meeting the above stated requirements has not been established or has not been fully implemented prior to bid closing date, and therefore I/we are not eligible for certification as a drug-free workplace.

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

\_\_\_\_\_  
[Date]



**CITY OF ARCADIA  
IFB 2025-06 TRIBUTARY F BOX CULVERTS REPLACEMENT**

**SWORN STATEMENT UNDER THE FLORIDA TRENCH SAFETY ACT**

1. This Sworn Statement is submitted with: IFB 2025-06 Tributary F Box Culverts Replacement  
\_\_\_\_\_
  
  2. This Sworn Statement is submitted by Douglas N. Higgins, Inc. whose  
business address is 4485 Enterprise Ave., Naples, FL 34104 and (if applicable) its Federal Employer  
Identification Number (FEIN) is 38-1807765.  
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:  
\_\_\_\_\_).
  
  3. My name is Michael Lobello (printed or typed name of individual signing) and my  
relationship to the above entity is Vice President.
  
  4. The Trench Safety Standards that will be in effect during the construction of this project are: Laws of Florida,  
Chapters 90-96, Trench Safety Act, and OSHA Rules and Regulations, 29 CFR 1926.650 Subpart P.
  
  5. The undersigned assures that the entity will comply with the applicable Trench Safety Standards and agrees to  
indemnify and hold harmless the Arcadia Municipal Airport and Engineer, and any of their agents or employees  
from any claims arising from the failure to comply with said standard.
  
  6. The undersigned has appropriated \$ \_\_\_\_\_ per linear foot of trench to be excavated over  
5' deep for compliance with the applicable standards it is intended to comply with these standards by instituting  
the following procedures: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
  7. The undersigned has appropriated \$ \_\_\_\_\_ \*per square foot for compliance with shoring safety  
requirements and intends to comply by instituting the following procedures:  
\_\_\_\_\_  
\_\_\_\_\_
- \* If shoring is not shown on plans and none is anticipated to be required by the contractor, enter "N/A" (not  
applicable). If no separate bid item for shoring is included on the Bid Form, the cost of any shoring which may  
be required shall be included in the amount bid for the item requiring such trenching.
8. The undersigned, in submitting this bid, represents that he has reviewed and considered all available  
geotechnical information and made such other investigations and tests as he may deem necessary to adequately  
design the trench safety system(s) he will utilize on this project.

\_\_\_\_\_  
Authorized Signature/Title

Sworn to and subscribed before me this 13th day of February, A.D., 2026.

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

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

**CITY OF ARCADIA  
IFB 2025-06 TRIBUTARY F BOX CULVERTS REPLACEMENT**

**PUBLIC CONSTRUCTION PERFORMANCE BOND**

BY THIS BOND, We \_\_\_\_\_, as Principal and \_\_\_\_\_, a corporation as Surety, are bound to CITY OF ARCADIA, DeSoto County, Florida herein called Owner, in the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITIONS OF THIS BOND are that if Principal:

1. Performs promptly, completely and faithfully the contract dated \_\_\_\_\_, between Principal and Owner for the **TRIBUTARY F BOX CULVERTS REPLACEMENT**, the contract being attached hereto and made a part of this bond by reference, in such time and without delay, and in the manner prescribed in the contract including the delivery, execution and performance of any warranty work required by the contract; and
2. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal 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.

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

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

Witness:

\_\_\_\_\_  
(Principal) (Seal)

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

Its: \_\_\_\_\_  
(Title)

Witness:

\_\_\_\_\_  
(Surety) (Seal)

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

Its: \_\_\_\_\_  
(Title)

**CITY OF ARCADIA  
IFB 2025-06 TRIBUTARY F BOX CULVERTS REPLACEMENT**

**PUBLIC CONSTRUCTION PAYMENT BOND**

BY THIS BOND, We \_\_\_\_\_, as Principal and, a corporation as Surety, are bound to the City Council for the City of Arcadia, Florida, herein called Owner, in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), for payment of which we bind ourselves and heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITIONS OF THIS BOND are that if Principal:

1. Promptly makes payment to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract dated \_\_\_\_\_, between Principal and Owner for the **TRIBUTARY F BOX CULVERTS REPLACEMENT**, the contract being attached hereto and made a part of this bond by reference, in such time and without delay, and in the manner prescribed in the contract; and
2. Pay Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under this contract, then this bond is void; otherwise, it remains in full force.

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

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

Witness:

\_\_\_\_\_  
(Principal) (Seal)

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

Its: \_\_\_\_\_  
(Title)

Witness:

\_\_\_\_\_  
(Surety) (Seal)

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

Its: \_\_\_\_\_  
(Title)

**CITY OF ARCADIA  
IFB 2025-06 TRIBUTARY F BOX CULVERTS REPLACEMENT**

**HUMAN TRAFFICKING AFFIDAVIT**  
**SECTION 787.06, FLORIDA STATUTES**

Before me, the undersigned authority, personally appeared Michael Lobello, whom after being duly sworn, deposes and states:

1. My name is Michael Lobello and I am over eighteen years of age. The following information is given from my own personal knowledge.
2. I am an officer or representative with Douglas N. Higgins, Inc., a non-governmental entity. I am authorized to provide this affidavit on behalf of Douglas N. Higgins, Inc..
3. The non-governmental entity, Douglas N. Higgins, Inc., does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.

FURTHER AFFIANT SAYETH NOT:

February 13, ~~2024~~2026

**DATED**

\_\_\_\_\_  
**(AFFIANT) Signature**

STATE OF FLORIDA

COUNTY OF Collier

Sworn to and subscribed before me by means of  physical presence or  online notarization, this 13th day of February, ~~2024~~2026 by Michael Lobello on behalf of Douglas N. Higgins, Inc., who is personally known to me or has provided Personally Known as identification.

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

Name (Printed) Tamara Ludwig

My Commission expires: 12/02/2029

(Printed typed or stamped Commissioned Name of Notary Public)

**CITY OF ARCADIA**  
**IFB 2025-06 TRIBUTARY F BOX CULVERTS REPLACEMENT**

**CERTIFICATION REGARDING LOBBYING**

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an 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 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.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is 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.

\_\_\_\_\_  
February 13, 2026  
Date

\_\_\_\_\_  
Signature - Michael Lobello

\_\_\_\_\_  
Douglas N. Higgins, Inc.  
Company Name

\_\_\_\_\_  
Vice President  
Title

**CITY OF ARCADIA**  
**IFB 2025-06 TRIBUTARY F BOX CULVERTS REPLACEMENT**

**CONTRACTOR/CONSULTANT/VENDOR**  
**E-VERIFY AFFIDAVIT**

STATE OF Florida

COUNTY OF Collier

BEFORE ME, the undersigned authority, Michael Lobello appeared who first being duly sworn hereby swears or affirms as follows:

1. I make this affidavit on personal knowledge.
2. I am over the age of 18 years and otherwise confident to make this Affidavit.
3. I am the Vice President(title) of Douglas N. Higgins, Inc. (the Contractor/Consultant/Vendor).
4. I am authorized by Douglas N. Higgins, Inc. to make this Affidavit on behalf of Contractor/Consultant/Vendor.
5. Contractor/Consultant/Vendor acknowledges that Section 448.09, Florida Statutes, makes it unlawful for any person to knowingly employ, hire, recruit, or refer, for private or public employment, an alien who is not duly authorized to work in the United States.
6. Contractor/Consultant/Vendor acknowledges that Section 448.095, Florida Statutes, prohibits public employers, contractors, and subcontractors from entering into a contract unless each party to the contract registers and uses E-Verify.
7. Contractor/Consultant/Vendor is in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes.
8. Contractor/Consultant/Vendor understands it shall remain in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes, during the term of any contract with The City of Arcadia.
9. Contractor/Consultant/Vendor's subcontractors are in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes.
10. Contractor/Consultant/Vendor shall ensure compliance with the requirements of Sections 448.09 and 449.095, Florida Statutes, by any and all of its subcontractors.
11. Neither the Contractor/Consultant/Vendor, nor any subcontractor of contractor/Consultant/Vendor, has had a contract terminated by a public employer for

violating Section 448.095, Florida Statutes, within the year preceding the date of this Affidavit.

- 12. If the Contractor/Consultant/Vendor, or any subcontractor of Contractor/Consultant/Vendor, has a contract terminated by a public employer for any such violation during the term of any contract with DeSoto County, it shall provide immediate notice thereof to DeSoto County.

\_\_\_\_\_  
Signature of Affiant - Michael Lobello, VP  
on behalf of Contractor/Vendor

STATE OF Florida

COUNTY OF Collier

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 13th day of February 2026, by Michael Lobello, on behalf of Douglas N. Higgins, Inc. who is personally known to me or who has produced Personally Known as identification.

\_\_\_\_\_  
Print Name: Tamara Ludwig

\_\_\_\_\_  
Notary Public of the State of Florida

My Commission Expires: 12/02/2029

**CITY OF ARCADIA**  
**IFB 2025-06 TRIBUTARY F BOX CULVERT REPLACEMENTS**

**HUD - SECTION 3 CONTRACT CLAUSE**

All Section 3 covered contracts and subcontracts must include the following clause:

- I. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC.1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance, or HUD-assisted projects covered by Section 3, shall to the greatest extent feasible be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- II. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
- III. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 Clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- IV. The contractor agrees to include this Section 3 Clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate actions, as provided in an applicable provision of the subcontract or in this Section 3 Clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.
- V. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.
- VI. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- VII. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 USC 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

**CITY OF ARCADIA**  
**IFB 2025-06 TRIBUTARY F BOX CULVERT REPLACEMENTS**

**CERTIFICATION PURSUANT TO FLORIDA STATUE § 287.135**

I, Michael Lobello on behalf of Douglas N. Higgins, Inc. certify that  
(Printed Name) (Company Name)

Douglas N. Higgins, Inc. does not:  
(Company Name)

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The South Florida Regional Planning Council (Council) shall provide notice, in writing, to the Contractor of the Council's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the Council's determination of false certification was made in error than the Council shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits state agencies and departments, and local government entities from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and 2) Contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Section list, created pursuant to s. 215.473, or are engaged in business operations with Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List and is not engaged in business operations in Syria. I understand that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the Council for goods or services may be terminated at the option of the Council if the company is found to have submitted a false certification or has been on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Douglas N. Higgins, Inc.  
Company Name

\_\_\_\_\_  
Signature

Michael Lobello  
Print Name

Vice President  
Title

2/13/26  
Date

**CITY OF ARCADIA**  
**IFB 2025-06 TRIBUTARY F BOX CULVERTS REPLACEMENT**

**FOREIGN COUNTRY OF CONCERN AFFIDAVIT**

**DIRECTIONS: All nongovernmental entities that are or potentially will be contracting, renewing or extending contracts with the City of Arcadia, must have an officer or representative fully execute this affidavit Note, this is a mandatory requirement of s 287.138, Florida Statutes, for all entities that may have access to individuals' personal identifying information.**

I Michael Lobello (insert name) as Vice President (insert title) on behalf of Douglas N. Higgins, Inc. (insert entity name) under penalty of perjury hereby attest as follows:

1. I am over 21 years of age and have personal knowledge of the matters set forth in this affidavit.
2. I certify that Douglas N. Higgins, Inc. (insert entity name) ("Vendor"):
  - a) Is not owned by the government of a foreign country of concern;
  - b) A government of a foreign country of concern does not have a controlling interest in Vendor; and
  - c) Is not organized under the laws of nor have its principal place of business in a foreign country of concern.
3. For purposes of this Affidavit, "Foreign Country of Concern" means the People's Republic of China, The Russian Federation, the Islamic Republic of Iran, The Democratic People's Republic of Korea, The Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity of signification control of such foreign country of concern.

FURTHER AFFIANT SAYETH NAUGHT:

\_\_\_\_\_  
Affiant's Signature

Michael Lobello

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

Douglas N. Higgins, Inc.

\_\_\_\_\_  
Nongovernmental Entity

2/13/26

\_\_\_\_\_  
Date

STATE OF Florida

COUNTY OF Collier

SWORN TO AND SUBSCRIBED before me X in person or \_\_\_\_\_ remote notarization by Michael Lobello as Vice President on behalf of Douglas N. Higgins, Inc., who is personally known to me or who produced Personally Known as identification this 13th day of February, 2025. 2026

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

(Notary Seal)

**CITY OF ARCADIA**  
**IFB 2025-06 TRIBUTARY F BOX CULVERTS REPLACEMENT**

**SCOPE OF WORK**

The Scope of Work of the projects include, but is not limited to but is not limited to, replacing and upsizing 8 box culverts along the Tributary F (a.k.a. Jordan ditch) including roadway restoration, new pavement section, new pavement markings and signs, and maintenance of traffic including furnishing all necessary materials for completion of work, labor, transportation, supervision, installation, and all associated work needed to complete the requirements of this Project as detailed in the plans and specifications in this solicitation.

Construction Photographs – photographs or video shall be taken of all activity locations prior to initiating any construction. As construction progresses, additional photography or videography shall document the on-going improvements and shall be provided to the City. Upon completion of construction, final documentation of the activity locations will be provided to the City for its submission to the DOC with the administrative closeout package for the Grant.

**SECTION 2**  
**PROJECT GENERAL CONDITIONS**

## **PROJECT GENERAL CONDITIONS**

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**PROJECT GENERAL CONDITIONS**

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## SECTION 01005 – DEFINITED TERMS

### PART 1 - GENERAL

#### 1.01 SCOPE

When used in this publication the following underlined terms shall have meaning as hereinafter defined:

- A. The masculine pronoun shall include the feminine and neuter, and the singular shall include the plural;
- B. "And" shall also mean "or" and "or" shall also mean "and", wherever the context or purpose so requires;
- C. "Person" shall mean and include any individual, combination of individuals, partnership, society, association, joint stock company, corporation, estate, receiver, trustee, assignee, referee or any other person acting in a fiduciary or representative capacity, whether appointed by a court or otherwise;
- D. "City" or "Arcadia" shall mean City of Arcadia, located in Desoto County of Florida, and its underlying departments including Water and Sewer Department, which is the party hereto and for which this Contract is to be performed;
- E. "Engineer" shall mean the authorized representative for the City;
- F. "Inspector" shall mean any person designated by the Engineer to examine and inspect materials and work for the purpose of insuring compliance by the Contractor with all requirements of the Plans and Specifications;
- G. "Developer" shall mean the person, who has entered into an agreement with the City to construct a Project.
- H. "Contractor" shall mean the party of the second part to the contract. The person, firm, or corporation, holding a current Certificate of Competency applicable to the type of work to be performed, with whom a contract has been made directly or through accredited representatives, that may have entered into a contract with the City and who is primarily liable for the acceptable performance of the work for which he has contracted and also for the payment of all legal debts pertaining to the work, or Contractor shall mean any person engaged by the Developer to supply labor, materials or equipment for use in the fulfillment of the project.
- I. "Subcontractor" shall mean any person engaged by the Contractor to supply labor, materials or equipment for use in the fulfillment of the Project;
- J. "Engineer of Record" shall mean the Florida-certified professional engineer engaged by the Developer or the City to design the proposed Project.

- K. "Project" shall mean and include all construction; for which the Contractor is responsible under the Contract Documents, or shall mean and include all construction for which the Developer or Engineer of Record is responsible under the agreement with the City.
- L. "Plans" shall mean construction drawings prepared by the Developer or Engineer of Record for the proposed Project.
- M. "Standards Details" or "Standards" the City's latest published standard construction details, copies of which are bound herein.
- N. "Equal" or "Approved Equal" shall mean only that material or product which is specifically approved by the Engineer as being an acceptable substitute for a material or product designated in the Specifications or by a trade name or the name of the manufacturer.
- O. "Domestic" when applied to materials, shall mean materials or products produced within the continental limits of the United States.
- P. "Water level" or "water table" shall mean the top elevation of the natural ground water table as it exists in the trench at any particular site and time during the installation.
- Q. "Surveyor" shall mean a professional surveyor registered in the State of Florida to engage in the practice of surveying.

**PART 2 - PRODUCTS**

(Not Used)

**PART 3 - EXECUTION**

(Not Used)

END OF SECTION

## SECTION 01011 - SITE CONDITIONS

### PART 1 GENERAL

#### 1.01 SITE INVESTIGATION AND REPRESENTATION

- A. The Contractor acknowledges that he has satisfied himself as to the nature and location of the work, the general and local conditions, particularly those bearing upon availability of transportation; disposal, handling and storage of materials; availability of labor, water, electric power, roads; disposal of water from construction; uncertainties of weather; the conformation and conditions at the ground; the type of equipment and facilities needed preliminary to and during the prosecution of the work and all other matters which can in any way affect the work or the cost thereof under this Contract.
- B. The Contractor further acknowledges that he has satisfied himself as to the character, quality, and quantity of surface and subsurface materials to be encountered from inspecting the site, making whatever site investigations he deems diligent or prudent, and from evaluating information derived from exploratory work that may have been done by the City or included with these Contract Documents. Any failure by the Contractor to acquaint himself with all the available information will not relieve him from responsibility for properly estimating the difficulty or cost thereof under this Contract.
- C. The Contractor acknowledges that by personal field observation or other means satisfactory to himself, performed prior to the Bid, he has included in the prices bid all costs for dealing with all construction problems created by observable above or on grade features on or adjacent to the site of the work whether or not these features are shown on the Plans or described in the Specifications. In instances where the observable features indicate subsurface conditions which may affect the Project work, as for example, a pavement patch or catch basin gratings indicating respectively a utility or storm sewer not shown on the Plans, the Contractor acknowledges that he has made timely, diligent, inquiry of the Engineer or by other means fully satisfied himself prior to the Bid as to the nature of, and costs created by, the subsurface condition and included all costs therefore in the prices bid.

#### 1.02 INFORMATION ON SITE CONDITIONS

- A. All information obtained by the City regarding the site conditions, topography, existing construction of site facilities as applicable, and similar data will be available for inspection at the office of the Engineer upon request. Such information is offered as supplementary information only. Neither the Engineer nor the City assumes any responsibility for the completeness or for the Contractor's interpretation of such supplementary information. Prior to bidding and after written approval from the City, bidder may make his own survey investigations to satisfy himself with site conditions at his own cost.

#### 1.03 EXISTING UTILITIES AND LOCATION SERVICES

- A. Known utilities and structures adjacent to or encountered in the work are shown on the

Drawings. The locations shown are taken from existing records and the best information available from existing plans; however, it is expected that there may be some discrepancies and omissions in the locations and quantities of utilities and structures shown. Those shown are for the convenience of the Contractor only, and no responsibility is assumed by the City, the Engineer, and/or the Engineer of Record for their accuracy or completeness. **No request for additional compensation or Contract time (except for a non-compensable time extension at the sole discretion of the Engineer, whose decision shall be final) resulting from encountering utilities or structures not shown, or differing in location or elevation from that shown, will be considered. The Contractor shall explore sufficiently ahead of the Work to allow time for any necessary adjustments without delay to the progress of the installation. Costs due to delays occasioned by encountering underground utilities or structures which could have or should have been discovered by timely exploration ahead of the Work shall rest solely with the Contractor.**

1.04 CONTRACTOR'S RESPONSIBILITY FOR UTILITY PROPERTIES AND SERVICE

- A. Where the Contractor's operation could cause damage or inconvenience to railway, telephone, fiber optic, television, electrical power, oil, gas, water, sewer, irrigation system, or any other utility, the Contractor shall make all arrangements necessary for the protection of these utilities and services.
- B. Notify all utility companies that are affected by the construction operation at least 48 hours in advance. Under no circumstance expose any utility without first obtaining permission from the appropriate agency. Once permission has been granted, locate, expose, and provide temporary support for all existing underground utilities and utility poles where necessary. **Absolutely no extra compensation will be allowed for construction problems created by utility poles of whatever size, overhead electric, telephone or other lines, whether shown on the Plans or not. The Contractor is solely responsible for discerning such items in the field prior to bidding and including all costs for such work in the prices bid.**
- C. The Contractor and his subcontractors shall be solely and directly responsible to the owner and operators of such properties for any damage, injury, expense, loss, inconvenience, delay, suits, actions, or claims of any character brought because of any injuries or damage which may result from the construction operations under this Contract.
- D. Neither the City nor its officers or agents shall be responsible to the Contractor for damages as a result of the Contractor's failure to protect utilities encountered in the work.
- E. In the event of interruption to domestic water, sewer, storm drain, or other utility services as a result of accidental breakage due to construction operations, promptly notify the proper authority. Cooperate with said authority in restoration of service as promptly as possible and bear all costs of repair. In no event shall interruption of any utility service be allowed unless granted by the owner of the utility.
- F. In the event water service lines that interfere with trenching are encountered, the

Contractor may, by obtaining prior approval of the water utility, cut the service, dig through, and restore the service with similar and equal materials at the Contractor's expense and as approved by the Engineer.

- G. Replace, with material approved by the Engineer, at Contractor's expense, any and all other laterals, existing utilities or structures removed or damaged during construction, unless otherwise provided for in these Contract Documents and as approved by the Engineer.

#### 1.05 INTERFERING STRUCTURES

- A. Take necessary precautions to prevent damage to existing structures whether on the surface, above ground, or underground. An attempt has been made to show major structures on the Drawings. While the information has been compiled from the best available sources, its completeness and accuracy cannot be guaranteed, and is presented as a guide. The Contractor is solely responsible for field verification of all locations and information provided and to determine the type, location, elevation and extent of any utilities which may not have been shown on the Plans.

#### 1.06 FIELD RELOCATION

- A. During the process of construction, it is expected that minor relocations of the work may be necessary. Such relocations shall be made only by the direction of the Engineer at the Contractor's expense. If existing structures are encountered that will prevent construction as shown, notify the Engineer before continuing with the work in order that the Engineer may make such field revisions as necessary to avoid conflict with the existing structures. If the Contractor fails to notify the Engineer when an existing structure is encountered, and proceeds with the work despite this interference, the Contractor does so at his own risk.
- B. Representatives of utility companies, the railroad companies, the traffic and transportation authorities, etc., shall be notified in accordance with the provisions set forth in the relevant sections of the Specifications and the permitting documents.

### **PART 2 PRODUCTS**

NOT USED

### **PART 3 EXECUTION**

NOT USED

**END OF SECTION**

## **SECTION 01016- SAFETY REQUIREMENTS AND PROTECTION OF PROPERTY**

### **PART 1 GENERAL**

#### **1.01 CONTRACTOR'S RESPONSIBILITY FOR SAFETY**

- A. Conduct whatever work is necessary for safety and be solely and completely responsible for conditions of the job site, including safety of all persons (including employees) and property during the Contract period. This requirement shall apply continuously and not be limited to normal working hours.
- B. Neither the Professional activities of the Design Professional, nor the presence of the Design Professional nor his or her employees and subconsultants at a construction site, shall relieve the Contractor and any other entity of their obligations, duties and responsibilities including but not limited to, construction means, methods, sequence techniques or procedures necessary for performing, superintending, or coordinating all portions of the Work of construction in accordance with the Project Documents and any health and safety precautions required by any regulatory agencies.

#### **1.02 FEDERAL, STATE, AND LOCAL SAFETY REQUIREMENTS**

- A. Safety provisions shall conform to the Federal and State Departments of Labor Occupational Safety and Health Act (OSHA), and all other applicable Federal, State, County, and local laws, ordinances, codes, the requirements set forth herein, and any regulations that may be specified in other parts of these Project Documents. Where any of these are in conflict, the more stringent requirements shall be followed. Contractor's failure to thoroughly familiarize himself with the aforementioned safety provisions shall not relieve him from compliance with the obligations and penalties set forth therein.

#### **1.03 SAFE ACCESS BY FEDERAL, STATE, AND LOCAL GOVERNMENT OFFICIALS**

- A. The Contractor shall at all times provide proper facilities for safe access to the Work by authorized government officials.

#### **1.04 CONSTRUCTION SAFETY PROGRAM**

- A. Develop and maintain for the duration of this Contract, a safety program that will effectively incorporate and implement all required safety provisions. The Contractor's Manual of Safety Practices outlining the firms policies on field safety procedures for employees shall be submitted to the Engineer for review before "Notice to Proceed" will be issued. The Contractor shall appoint an employee who is qualified and authorized to supervise and enforce compliance with the safety program.

- B. Certain products specified in these specifications contain warnings by the manufacturers that under certain conditions, if instructions for use are not followed, a hazardous condition may exist. It is the Contractor's responsibility to instruct his workmen in the safe use of the product, or any product substitution.
- C. The duty of the Engineer to conduct construction review of the Contractor's performance is not intended to include a review or approval of the adequacy of the Contractor's Safety Supervisor, the safety program, or any safety measures taken in, on, or near the construction site.

#### 1.05 SAFETY EQUIPMENT

- A. As part of the safety program, maintain at an office or other well-known place at the jobsite, safety equipment applicable to the Work as prescribed by the governing safety authorities, all articles necessary for giving first-aid to the injured, and establish the procedure for the immediate relocation to a hospital or a doctor's care of any person who may be injured on the jobsite.
- B. Perform all necessary work to protect all personnel and the general public from hazards, including, but not limited to, surface irregularities or unramped grade changes, and trenches or excavations. Furnish barricades, lanterns, and proper signs to safeguard all persons and work.
- C. The performance of all work and all completed construction, particularly with respect to ladders, platforms, structure openings, scaffolding, shoring, logging, machinery guards and the like, shall be in accordance with the applicable governing safety authorities.
- D. During construction, construct and at all times maintain satisfactory and substantial temporary chain link fencing, solid fencing, railings, barricades or steel plates, as applicable, at all openings, obstructions, or other hazards. All such barriers shall have adequate warning lights as necessary, or required, for safety.
- E. There shall be no oil dripping from equipment or oil spills.

#### 1.06 STORAGE OF HAZARDOUS MATERIALS

- A. The material shall be stored and handled in a proper and safe manner and upon its use, immediately dispose of the containers, cans, rags and remnants of the material in a manner approved by the Environmental Resources agency at the Contractor's sole cost. The Contractor is not allowed to store empty containers at the site. In case of any violation, the Engineer will report such violation to the applicable agency and the Contractor shall be subject to all penalties and fines as required by State and County regulations.
- B. The Contractor is hereby cautioned that he cannot store any environmentally hazardous materials such as solvents, greases, lubricants or any other type of chemical substances at the site. The Contractor shall be allowed to keep only such materials at the site for immediate use.

#### 1.07 ACCIDENT REPORTS

- A. If death, serious injuries, or serious damages are caused, report the accident immediately by telephone or messenger to the Engineer. In addition, the Contractor must promptly report in writing to the Engineer and the City all accidents whatsoever arising out of, or in connection with, the performance of the work whether on, or adjacent to, the site, giving full details and statements of witnesses.
- B. If a claim is made by anyone against the Contractor or any subcontractor on account of any accident, promptly report the facts in writing to the Engineer and the City, giving full details of the claim.

#### 1.08 TRAFFIC SAFETY AND ACCESS TO PROPERTY

- A. Comply with all rules and regulations of the city, state, and county authorities regarding closing or restricting the use of public streets or highways. No public or private road shall be closed, except by express permission of the City and the controlling authority. Conduct the work so as to assure the least possible obstruction to traffic and normal commercial pursuits. Protect all obstructions within traveled roadways by installing approved barricades, signs, and lights where necessary for the safety of the public. The convenience of the general public and residents and the protection of persons and property are of prime importance and shall be provided for in an adequate and satisfactory manner.
- B. Supply flagmen and guards or Police when they are required by regulation, when deemed necessary for safety, or required by the Engineer. Flagmen and Guards shall be furnished with approved orange wearing apparel and other regulation traffic control devices.

#### 1.09 FIRE PREVENTION AND PROTECTION

- A. Perform all work in fire-safe manner. Furnish and maintain on the site adequate fire-fighting equipment capable of extinguishing incipient fires. Comply with applicable federal, local, and state fire-prevention regulations. Where these regulations do not apply, applicable parts of the National Fire Prevention Standard for Safeguarding Building Construction Operations (NFPA No. 241) shall be followed.

#### 1.10 HURRICANE PREPAREDNESS

- A. During such periods of time as are designated by the United States Weather Bureau as being a hurricane alert, the Contractor shall perform all precautions as necessary to safeguard the work and property, including the removal of all small equipment and materials from the site, lashing all other equipment and materials to each other and to rigid construction, and any other safety measures as may be directed by the Engineer.
- B. After Notice to Proceed: The Contractor shall submit for approval, a Plan of Action for the specific actions to be taken on their particular projects during a hurricane watch warning.
- C. Upon Notification of a Hurricane Warning
  - 1. Formal notification to the Contractors to implement their approved Plan of Action to protect the project and the public.

2. A copy of the notifications will be provided to the Engineer. The Engineer may notify the Construction Superintendent of any assistance he may need for the Contractor in order to secure the site.

#### 1.11 JOINT SURVEY TO ESTABLISH AUTHENTICITY OF POSSIBLE DAMAGE CLAIMS

- A. The Contractor shall maintain vertical and horizontal survey control points on all structures and improvements, located in the vicinity of the work prior to beginning work, and shall periodically check the points for movements with copies provided to the Engineer, of the survey notes for each survey and a copy of the layout of the survey control points.
- B. After the contract is awarded and before commencement of work, the Contractor shall perform a thorough examination of existing buildings, structures, and other improvements in the vicinity of the work, as applicable, which might be damaged by his operations.
  1. Examinations of existing structures, buildings, and other improvements in the vicinity of the work shall be done by the Contractor. The scope of the examination shall include cracks in the structures, settlement, leakage, and similar conditions. The City assumes no responsibility for pre-existing conditions of the structure.
  2. Records in triplicate of all observations shall be prepared by the Contractor, photographs shall be taken by the Contractor signed and dated, with descriptive information and in the manner specified above. One signed copy of every document and photograph will kept on file in the office of the Engineer. Video recording also required.
  3. The above records are intended to be used as indisputable evidence in ascertaining the extent of any damage which may occur as a result of the Contractor's operations and are for the protection of the Contractor and the City, and will be a means of determining whether and to what extent damage, resulting from the Contractor's operations, occurred during the Contract work.
- C. In order to protect himself from being held liable for any existing damaged pavement, including detour routes, the Contractor is advised to notify in writing the authority having jurisdiction over the street where such defective pavement exists prior to proceeding with any work in the vicinity. A copy of all such notices shall be forwarded to the City.

#### **PART 2 PRODUCTS**

NOT USED

#### **PART 3 EXECUTION**

NOT USED

**END OF SECTION**

## **SECTION 01018 - ENVIRONMENTAL CONTAMINATION**

### **PART 1 - GENERAL**

#### **1.01 ENVIRONMENTAL CONSIDERATIONS**

- A. For any work conducted in a contaminated area within the project boundaries where hazardous materials or hydrocarbons have been encountered, were previously known to exist, or is suspected by the Contractor or the City's Inspector, the Contractor must comply with all applicable requirements of OSHA, EPA, FEDP and Desoto County.

#### **1.02 Not Used**

#### **1.03 SPECIALIZED CONSTRUCTION AREA**

- A. Specialized construction areas are defined as areas where contaminants are discovered and require construction by personnel qualified by training and equipped for such work.
- B. Work in specialized construction areas shall be carried out by personnel qualified by training and equipped for such activities. These personnel shall be either subcontractors with licensing and certification as specialists in this type of construction or the Contractor's own personnel who have taken and been certified as having passed the required training course(s). Licensing and certifications shall be submitted to the City for verification and shall in all cases be satisfactory to both the City and other authorities with jurisdiction. The field Health and Safety Technician furnished by the Certified Industrial Hygienist (CIH) shall be present on the site during all construction in specialized construction areas unless the nature of the work is non-hazardous such that either the Site Specific Health and Safety Plan or the CIH authorizes his absence.
- C. Disposal of any contaminated soils and/or groundwater must comply with all applicable federal, state and local requirements.

### **PART 2 - PRODUCTS**

- 2.01 The Engineer of Record shall consult with the City regarding its requirement for material type (including pipe, fitting, gasket, valve interior coating, and the like) to be installed in contaminated areas.

### **PART 3 EXECUTION NOT USED**

**END OF SECTION**

## SECTION 01031- GRADES, LINES AND LEVELS

### PART 1 GENERAL

#### 1.01 SCOPE OF WORK

- A. This work of this Section comprises the establishing of grades, lines and levels.

#### 1.02 RELATED WORK

- A. Section 01720 - Project Record Documents.

### PART 2 PRODUCTS

#### 2.01 MATERIALS

- A. Furnish all stakes, templates and other materials necessary for establishing and maintaining of the lines and grades necessary for control and construction of the Work and all incidental labor necessary for the prosecution of the Work.

### PART 3 EXECUTION

#### 3.01 LAYOUT OF THE WORK

- A. As provided in Section 4 of the General Covenants and Conditions, the Contractor through the services of a Florida Registered Land Surveyor, shall establish the line and bench marks and other reference points for the installation of the pipeline or structure.
- B. For structures, this will consist of base lines, stakes at corners, centers and centerlines, auxiliary lines and a bench mark from which to establish the elevations.
- C. The Contractor shall supply the City Inspector with a copy of the Registered Land Surveyor's layout of the Work immediately upon its availability to his own forces.
- D. The Contractor shall make his equipment and men available to the Inspector for spot checking the accuracy of the Work. The Inspector shall require the Work to be brought within the tolerances specified elsewhere before the construction is otherwise hidden.

#### 3.02 RECORD DRAWINGS

- A. During the entire construction operation, the Contractor shall retain the services of a State of Florida Registered Land Surveyor who shall maintain records of the installation, including all deviations from the plans and specifications by obtaining "As-built" dimensions and elevations.
- B. The surveyor shall prepare therefrom, record as-built drawings showing correctly and accurately all changes and deviations made during construction, including approved

construction variances to reflect the Work as it was actually constructed.

- C. Refer to Section 01720 - Project Record Documents for Department's Criteria for developing record as-built drawings.

**END OF SECTION**

## SECTION 01090 - REFERENCE STANDARDS

### PART 1 GENERAL

#### 1.01 REFERENCE STANDARDS

- A. Comply with the requirements of the specification or standard which is current on the date of Advertisement for Bids. In case of conflict between the referenced specifications or standards, the one having the more stringent requirements shall govern.
- B. In case of conflict between the referenced specifications or standards and the Contract Documents, the Contract Documents shall govern.

#### 1.02 ABBREVIATIONS

AA	Aluminum Association
AAMA	Architectural Aluminum Manufacturer's Association
AASHTO	American Association of State Highway & Transportation Officials
ACI	American Concrete Institute
AGMA	American Gear Manufacturers Association
AIEE	American Institute of Electrical Engineers(Now IEEE)
AIA	American Institute of Architects
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
ANSI	American National Standards Institute
APA	American Plywood Association
APWA	American Public Works Association
ASCE	American Society of Civil Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWI	Architectural Woodwork Institute

AWPA	American Wood Preservers Association
AWPB	American Wood Preservers Bureau
AWS	American Welding Society
AWWA	American Water Works Association
BHMA	Builder's Hardware Manufacturer's Association
CISPI	Cast Iron Soil Pipe Institute
CRSI	Concrete Reinforcing and Steel Institute
CS	Commercial Standard
DOT or FDOT	Standard Specification for Road and Bridge Construction Florida Department of Transportation
FED SPEC	Federal Specifications
FS	Federal Standard
HI	Hydraulic Institute
ICEA	Insulated Cable Engineer's Association
IEEE	Institute of Electrical and Electronic Engineers
IPCEA	Insulated Power Cable Engineers Association
ISA	Instrument Society of America
JIC	Joint Instrument Conferences of Hydraulic Manufacturers
NBS	National Bureau of Standards
NEC	National Electrical Code
NEMA	National Electrical Manufacturer's Association
NESC	National Electric Safety Code
NFPA	National Fire Protection Association
NLMA	National Lumber Manufacturer's Association
NSF	National Sanitation Foundation

NWMA	National Woodwork Manufacturer's Association
OSHA	U.S. Department of Labor, Occupational Safety and Health Association
PS	Product Standards Section - U.S. Dept. of Commerce
SAE	Society of Automotive Engineers
FBC	Florida Building Code
SMACNA	Sheet Metal & Air Conditioning Contractor's Association
SSPC	Steel Structures Painting Council
UL	Underwriter's Laboratories, Inc

**PART 2      PRODUCTS**

NOT USED

**PART 3      EXECUTION**

NOT USED

**END OF SECTION**

## SECTION 01340- SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

### PART 1 GENERAL

#### 1.01 DESCRIPTION OF WORK

- A. Submit to the Engineer for review and approval, such shop drawings, test reports and data on materials, equipment, and material samples as are required for the proper control of work, and as specified in the Specification sections. Shop drawings shall be submitted for all materials and equipment to be furnished and in accordance with the requirements of Section 9 of the General Covenants and Conditions.
- B. Within twenty (12) calendar days after the Effective Date of the Contract, submit to the Engineer a complete list of preliminary data on items for which shop drawings are to be submitted. Included in this list shall be the names of all proposed manufacturers furnishing specified items. Review of this list by the Engineer shall in no way expressed or implied relieve the Contractor from submitting complete shop drawings and providing materials, equipment, etc., fully in accordance with the Specifications. This procedure is required in order to expedite final review of shop drawings.
- C. Maintain an accurate updated shop drawing submittal log which shall include the following items:
  - 1. Submittal-Description and Number assigned.
  - 2. Specification Section.
  - 3. Drawings Sheet Number.
  - 4. Date to Engineer.
  - 5. Date returned to Contractor (from Engineer).
  - 6. Status of Submittal (Approved, Approved as Noted, Rejected/Resubmit).
  - 7. Date of Resubmittal and Return (as applicable).
  - 8. Date material release (for fabrication).
  - 9. Projected date of fabrication.
  - 10. Projected date of delivery to site.
  - 11. Status of O&M manuals submittal.

#### 1.02 CONTRACTOR'S RESPONSIBILITY

- A. Furnish the Engineer with a schedule of shop drawings submittals fixing the respective dates for the submission of shop drawings, the beginning of manufacture, testing and installation of materials, supplies and equipment. This schedule shall indicate those that are critical to the progress schedule.
- B. Submit to the Engineer all drawings and schedules sufficiently in advance of construction requirements to provide maximum time for checking and appropriate action from the time the Engineer receives them.
- C. It is the duty of the Contractor to check and approve all drawings, data and samples prepared by or for him before submitting them to the Engineer for review. Each and every copy of the Drawings and data shall bear Contractor's stamp showing that they

have been so checked and approved. Shop drawings submitted to the Engineer without the Contractor's stamp and approved will be returned to the Contractor for conformance with this requirement before Engineer's review. Shop drawings shall indicate any deviations in the submittal from requirements of the Contract Documents and the Contractor shall state the reason why a deviation is required.

- D. All submittals shall be accompanied by a transmittal letter prepared in duplicate containing the following information:
  - 1. Date.
  - 2. Project Title and Number.
  - 3. Contractor's name and address.
  - 4. The number of each shop drawings, data, and sample submitted.
  - 5. Notification of deviations from Contract Documents.
  - 6. Submittal Log Number conforming to and referring to Specification Section Numbers.
- E. Submit seven (7) copies of shop drawings and of descriptive or product data submittals necessary to complement shop drawing. The Engineer will retain five (5) sets.
- F. After receiving approval of the shop drawings by the Engineer, the Contractor shall be responsible for submitting to the City shop drawings of all pre-manufactured items and all other shop drawings as required and obtain their approval prior to the manufacturing or installation of the submitted items. The successful bidder shall also be responsible for contesting any interpretations by the City that the City considers non-acceptable. The Contractor shall include in the prices bid, all costs for permits, fees and expenses associated with the submittals, including resubmittals (if any) of such shop drawings to the City.
- G. Do not begin any of the work covered by a drawing, data, or a sample returned as "Rejected, Resubmit" until a revision or correction thereof has been reviewed and returned to him, by the Engineer, with approval or approval "As Noted". Be responsible for and bear all costs of damages which may result from the ordering of any material or from proceeding with any part of work prior to receiving Engineer's approval or approval "As Noted" of the necessary shop drawings.
- H. Be fully responsible for observing the need for and for making any changes in the arrangement of piping, connections, wiring, manner of installation, etc., which may be required by the materials/equipment he proposes to supply, both as they pertain to his own work, work of others, or of other Divisions herein or Trades and clearly show such changes on the shop drawings.
- I. Determine and verify:
  - 1. Field measurements.
  - 2. Field construction criteria.
  - 3. Catalog numbers and similar data.
  - 4. Conformance with Specifications.
  - 5. Installation and Maintenance clearances.

### 1.03 ENGINEER'S REVIEW OF SHOP DRAWINGS

- A. The review by the Engineer of drawings, data and samples submitted by the Contractor will cover only general conformity to the Drawing and Specifications. The Engineer's review will not constitute an approval of dimensions, quantities, and details of the material, equipment, device, or item shown. The review of drawings and schedules will be general, and shall not be construed:
  - 1. As permitting any departure from the Contract requirements;
  - 2. As relieving the Contractor of responsibility for any errors, including details, dimensions, and materials;
  - 3. As approving departures from details furnished by the Engineer, except as otherwise provided herein.
  
- B. Variations:
  - 1. If the drawings or schedules as submitted describe variations per paragraph 1.02G, and show a departure from the Contract requirements which Engineer finds to be in the interest of the City and to be so minor as not to involve a change in Contract Price or time for performance, the Engineer may return the reviewed drawings without noting an exception.
  - 2. If the drawings or schedules, as submitted, describe variations and show a departure from the Contract requirements which the Engineer finds to be minor enough to be corrected by redlining the submittal, he shall do so and return the submittal marked "approved as noted." The redlined corrections shall be as binding on the Contractor as would be a resubmission embodying the same corrections.
  
- C. When reviewed by the Engineer, each of the shop drawings will be identified as having received such review, being so stamped and dated. Shop drawings stamped "REVISE AND RESUBMIT" and with required corrections shown will be returned to the Contractor for correction and resubmittal.
  
- D. Resubmittals will be handled in the same manner as first submittals. On resubmittals the Contractor shall direct specific attention, in writing or on resubmitted shop drawings, to revisions other than the corrections requested by the Engineer on previous submissions. The Contractor shall make any corrections required by the Engineer.
  
- E. If the Contractor considers any correction indicated on the shop drawings to constitute a change to the Contract Drawings or Specifications, the Contractor shall give written notice thereof to the Engineer.
  
- F. When the shop drawings have been approved by the Engineer, the Contractor shall carry out the construction in accordance therewith and shall make no further changes therein except upon written instructions from the Engineer.
  
- G. No partial submittals will be reviewed. Submittals not complete will be returned to the Contractor for resubmittal. Unless otherwise specifically permitted by the Engineer, all submittals shall be made in groups containing all associated items for systems, processes or as indicated in specific specifications sections. All drawings, schematics, manufacturer's product data, certifications and other shop drawing submittals required by a system specification shall be submitted at one time as a package to facilitate

interface checking.

#### 1.04 SHOP DRAWINGS

- A. When used in the Contract Documents, the term "shop drawings" shall be considered to mean Contractor's plans for materials and equipment which become an integral part of the Project. These drawings shall be complete and detailed. Shop drawings shall consist of fabrication, erection and setting drawings and schedule drawings, manufacturer's scale drawings, and wiring and control diagrams. Cuts, catalogs, pamphlets, descriptive literature, and performance and test data, shall be considered only as supportive to required shop drawings as defined above.
- B. Manufacturer's catalog sheets, brochures, diagrams, illustrations and other standard descriptive data shall be clearly marked to identify pertinent materials, product or models. Delete information which is not applicable to the Work by striking or cross-hatching.
- C. Each shop drawing shall have a blank area 3-1/2 inches by 3-1/2 inches, located adjacent to the title block. The title block shall display the following:
  - 1. Project Title and Number.
  - 2. Name of project building or structure.
  - 3. Number and title of the shop drawing.
  - 4. Date of shop drawing or revision.
  - 5. Name of Contractor and subcontractor submitting drawing.
  - 6. Supplier/manufacturer.
  - 7. Separate detailer when pertinent.
  - 8. Specification title and number.
  - 9. Specification section.
  - 10. Application Contract Drawing Number.
- D. If drawings show variations from Contract requirements because of standard shop practice or for other reasons, describe such variations in the letter of transmittal. If the Contractor fails to describe such variations, he shall not be relieved of the responsibility for executing the work in accordance with the Contract, even though such drawings have been reviewed and approved.
- E. For all mechanical and electrical equipment furnished, provide a list including the equipment name, address of and telephone number of the manufacturer's representative and service company so that service and/or spare parts can be readily obtained.
- F. All manufacturers or equipment suppliers who propose to furnish equipment or products shall submit an installation list to the Engineer along with the required shop drawings. The installation list shall include at least five installations where identical equipment has been installed and has been in operation for a period of at least five years, unless otherwise specified. Manufacturers and/or equipment which fails to meet the specified experience period will be considered if the manufacturer or supplier provides a bond or cash deposit which will guarantee replacement of the equipment or process in the event of failure or unsatisfactory service.

- G. Only the Engineer will utilize the color "red" in marking shop drawing submittals.

#### 1.05 REQUIRED INFORMATION

- A. Submit, as applicable, the following for all prefabricated or manufactured structural, mechanical, electrical, plumbing, process system, and equipment:
  - 1. Shop drawings or equipment drawings, including dimensions, size and location of connections to other work, and weight of equipment.
  - 2. Catalog information and cuts.
  - 3. Installation or placing drawings for equipment, drives, and bases.
  - 4. Supporting calculations, signed and sealed by a Florida Registered Engineer when required, for equipment and associated supports, or hangers required or specified to be designed by equipment manufacturers.
  - 5. Signed and sealed calculations and drawings by in-house Florida Registered Professional Engineer for structural systems, indicating compliance to the structural design criteria specified in the Drawings.
  - 6. Complete manufacturer's specifications, including materials description and paint system.
  - 7. Performance data and pump curves.
  - 8. Suggested spare parts with current price information.
  - 9. List of special tools required for testing, checking, parts replacement, and maintenance. (Special tools are those which have been specially designed or adapted for use on parts of the equipment, and are not customarily and routinely carried by maintenance mechanics).
  - 10. List of special tools furnished with the equipment.
  - 11. List of materials and supplies required for the equipment prior to, and during startup.
  - 12. List of materials or supplies furnished with the equipment.
  - 13. Special handling instructions.
  - 14. Requirements for storage and protection prior to installation.
  - 15. Requirements for routine maintenance required prior to equipment startup.
  - 16. List of all requested exceptions to the Contract Documents.

#### 1.06 SUBMITTAL REQUIRED FOR FOREIGN MANUFACTURED ITEMS

- A. In addition to the submittal requirements stated above, suppliers of foreign manufactured items shall submit the names and addresses of companies within the United States that maintain technical service representatives and a complete inventory of spare parts and accessories for each foreign-made item proposed for incorporation into the Work. Failure to prove the foregoing capabilities shall be cause for rejection of the foreign manufactured items.
- B. Foreign manufactured equipment and materials shall in all cases be clearly and permanently marked with the manufacturer's name and country of origin of the item. The name of the U.S. importing/supplying firm is not acceptable. Shop drawing submittals of said foreign made items shall be accompanied by written information to include name and location (i.e. country, city, and street address) of the manufacturer. This requirement shall also apply to the foreign made elements of items assembled in this country from parts wholly or partially manufactured overseas.

- C. Where specified elsewhere herein or at the sole discretion of the Engineer, who's word shall be final, supply verification of quality, suitability or other aspects, as directed by the Engineer, from a Professional Engineer licensed to practice in the State of Florida or the state where the U.S. firm is located. The verification shall be signed, sealed, and dated. All costs for this verification shall be at the sole expense of the Contractor and no extra compensation will be allowed. Verification by foreign based engineers, firms, manufacturers, etc. will not be acceptable. Verification by means of a very stringent foreign testing agency/standard (for example ISO 9000 series) may be acceptable. However, this shall again be at the sole discretion of the Engineer and the full burden of proof and satisfaction of the City shall rest with the Contractor. No extra time will be permitted due to the requirement for verification and the Contractor has the sole responsibility to make his submittals with all necessary information in a timely fashion.
- D. Items which are fabricated (i.e. assembled in this country from partially or wholly foreign manufactured parts) may also be required to have verification of their foreign made elements as specified for wholly foreign made items in the preceding paragraph.
- E. Any items in contact with or being added to potable water shall have AWWA/NSF 61 or 60, as appropriate, certification and acceptance.

#### 1.07

#### SAMPLES

- A. Furnish, for the approval of the Engineer, samples required by the Contract Documents or requested by the Engineer. Samples shall be delivered to the Engineer as specified or directed. The Contractor shall prepay all shipping charges on samples. Materials or equipment for which samples are required shall not be used in work until approved by the Engineer.
- B. Samples shall be of sufficient size and quantity to clearly illustrate:
  - 1. Functional characteristics of the product, with integrally related parts and attachment devices.
  - 2. Full range of color, texture and pattern.
  - 3. A minimum of two samples of each item shall be submitted.
- C. Each sample shall have a label indicating:
  - 1. Name of Project.
  - 2. Material or Equipment Represented.
  - 3. Name of Producer and Brand (if any).
  - 4. Location in Project.
- D. Prepare a transmittal letter in triplicate for each shipment of samples containing the information required in paragraph 1.05.A above. Enclose a copy of this letter with the shipment and send a copy of this letter to the Engineer. Approval of a sample shall be only for the characteristics or use named in such approval and shall not be construed to change or modify any Contract requirements.
- E. Approved samples of the hardware in good condition will be marked for identification

and may be used in the work. Materials and equipment incorporated in work shall match the approved samples. Samples which failed testing or were not approved will be returned to the Contractor at his expense, if so requested at time of submission.

1.08 SUBSTITUTIONS

- A. Changes in products, materials, equipment, and methods of construction required by the Contract Documents which are proposed by the Contractor after award of the Contract are considered to be requests for substitutions. Where the Plans and/or Specifications designate the products of a particular manufacturer, the product specified has been found suitable for the intended use. Articles or products of similar characteristics may be offered for the approval of the Engineer, whose decision shall be final. Copies of complete descriptive data shall be furnished regarding all materials furnished by the Contractor, consisting of dimension drawings, catalog references, product data, cost, and other information necessary to clearly identify and evaluate each article. When substitutions are permitted, the Contractor shall make all necessary changes in adjacent, connected, or other structures and equipment at his expense.
- B. Where contemplated changes, substitutions or appurtenant work require engineering design, in the opinion of the Engineer, the Contractor shall have such design services performed at his expense. Said engineering design services shall be of an extent satisfactory to the Engineer whose decision shall be final. Engineering services for contemplated changes, substitutions or appurtenant work, shall be performed by a Registered Professional Engineer licensed to practice in the State of Florida.
- C. In some instances a credit may be due the City. Unless specifically authorized by the Engineer in writing, no additional contract time will be allowed, and a decrease in time may be appropriate.

**PART 2 PRODUCTS**

NOT USED

**PART 3 EXECUTION**

NOT USED

**END OF SECTION**

## **SECTION 01600 – MATERIAL AND EQUIPMENT SHIPMENT, HANDLING, STORAGE, AND PROTECTION**

### **PART 1 GENERAL**

#### **1.01 DESCRIPTION OF WORK**

- A. This shall include both City and Contractor supplied material and equipment.
- B. The Contractor is to inform all subcontractors, suppliers, and manufacturers of the requirements herein specified and shall include expenses for the following services in his costs for compliance with the requirements herein after specified.

#### **1.02 PREPARATION FOR SHIPMENT**

- A. When practical, equipment shall be factory assembled. The equipment parts and assemblies that are shipped unassembled shall be furnished with assembly plan and instructions. The separate parts and assemblies shall be factory match-marked or tagged in a manner to facilitate assembly. All assemblies are to be made by the Contractor at no additional cost to the City.
- B. Generally, machined and unpainted parts subject to damage by the elements shall be protected with an application of a strippable protective coating, or other approved protective method.
- C. Equipment shall be packaged or crated in a manner that will provide protection from damage during shipping, handling, and storage.
- D. The outside of the package or crate shall be adequately marked or tagged to indicate its contents by name and equipment number, if applicable; approximate weight; state any special precautions for handling; and indicate the recommended requirements for storage prior to installation.

#### **1.03 PACKING AND DELIVERY OF SPARE PARTS AND SPECIAL TOOLS**

- A. Properly mark to identify the associated equipment by name, equipment, and part number. Parts shall be packaged in a manner for protection against damage from the elements during shipping, handling, and storage. Ship in boxes that are marked to indicate the contents. Delivery of spare parts and special tools shall be made prior to the time associated equipment is scheduled for the initial test run.

#### **1.04 SHIPMENT**

- A. All equipment and material shall be shipped with freight and shipping paid, FOB jobsite.
- B. The Contractor shall request a 7-day advance Notice of Shipment from manufacturers, and, upon receipt of such notice, provide the Engineer with a copy of the current delivery information concerning equipment items and material items of critical importance to the project schedule.

1.05 RECEIVING

- A. The Contractor shall unload and record the receipt of all equipment and materials at the jobsite.
- B. All costs for receiving, inspection, handling, storage, insurance, inventory control, and equipment maintenance for both the Contractor-Supplied and City-Supplied materials and equipment shall be included in the prices bid and no extra compensation will be allowed.

1.06 INSPECTION

- A. Immediately upon receipt of equipment and materials at the jobsite, the Contractor shall inspect for completeness and any evidence of damage during shipment. City's supplied equipment and material shall be inspected and inventoried together with City's inspector. Should there appear to be any shortage or damage, the Engineer shall be immediately notified; and the Contractor shall be fully responsible for informing the manufacturers and the transportation company of the extent of the shortage or damage. If the item or items require replacing or supplying missing parts, the Contractor shall take the necessary measures to expedite the replacement or supply the missing parts.

1.07 HANDLING

- A. Equipment and materials received for installation on this Project shall be handled in accordance with the manufacturer's recommendations, and in a manner that will prevent damage.

1.08 STORAGE

- A. Equipment and materials shall be stored prior to installation as recommended by the manufacturer. Generally, materials such as pipe shall be stored off the ground in approved storage yards. Items subject to the damage by the elements, vandalism, or theft shall be stored in secure buildings. Items requiring environmental control for protection shall be provided with the necessary environmentally controlled storage facilities at no cost to the City.

1.09 INSURANCE

- A. The Contractor's insurance shall adequately cover the value of materials delivered but not yet incorporated into the work. The Contractor and the City shall be named as co-insured insofar as their respective interests may appear. Proof of this coverage must be submitted to the Engineer at the time request for progress or partial payments.

1.10 INVENTORY CONTROL

- A. Equipment and materials shall be stored in a manner to provide easy access for inspection and inventory control. The Contractor shall keep a running account of all materials in storage to facilitate inspection and to estimate progress payments for materials delivered but not installed in the work.

1.11 EQUIPMENT MAINTENANCE PRIOR TO CITY'S ACCEPTANCE

- A. Provide the required or manufacturer's recommended maintenance during storage, during the installation, and until such time as the City accepts the equipment for full-time operation.

1.12 SALVABLE EQUIPMENT

- A. Any salvable pipe, fitting, or other miscellaneous material or equipment removed during construction and not reused in the work shall be cleaned, hauled, and stored by the Contractor at his own expense, where directed by the Engineer, and shall remain the property of the City. All other material shall be disposed of by the Contractor at his own expense.

**PART 2 PRODUCTS**

NOT USED

**PART 3 EXECUTION**

NOT USED.

**END OF SECTION**

## **SECTION 01710 – CLEANING**

### **PART 1 GENERAL**

#### **1.01 DESCRIPTION**

- A. This Section specifies the maintenance of the work site in a clean, orderly, hazard-free condition.

#### **1.02 QUALITY ASSURANCE**

- A. Conduct cleaning and disposal operations in accordance with local ordinances and anti-pollution laws. Rubbish, volatile wastes, and other construction wastes shall be neither burned nor buried on the work site, and shall not be disposed of into storm drains, sanitary drains, streams or other waterways.
- B. Final cleaning shall be accomplished either by workmen experienced in cleaning operations or by professional cleaners.

### **PART 2 PRODUCTS**

#### **2.01 ON-SITE WASTE CONTAINERS**

- A. Provide on-site waste containers for collection of waste materials, debris and rubbish. See Section 01016, Subsection 1.06 regarding Safety Requirements for environmentally hazardous materials.

#### **2.02 CLEANING MATERIALS**

- A. Cleaning materials shall be as recommended by the manufacturer of the surface to be cleaned.

### **PART 3 EXECUTION**

#### **3.01 SAFETY REQUIREMENTS**

- A. Maintain work site in accordance with local ordinances and anti-pollution laws applicable to work site cleanliness, and in a neat, orderly and hazard-free condition until final acceptance of the work. Catwalks, accessible underground structures, work site sidewalks and walkways adjacent to the work site shall be kept free from hazards caused by construction activities.
- B. Store volatile wastes including rags in covered metal containers, and remove from work site daily.
- C. Prevent accumulations of wastes which create hazardous conditions.

- D. Artificially ventilate spaces which are not naturally ventilated when volatile or noxious substances are present in those spaces.

### 3.02 INTERIM CLEANING

- A. Perform cleaning every workday for duration of the Work. Structures, grounds, and areas of the work site and public and private properties shall be maintained free from accumulations of waste materials and rubbish caused by construction operations on the work site. Place waste materials and rubbish in on-site containers.
- B. Remove or secure loose material on open decks and on other exposed surfaces at end of each day's work or more often to maintain work site in hazard-free condition. Prevent dislodgement of materials due to wind and other forces.
- C. Wet down dry materials and rubbish to lay dust and prevent blowing dust.
- D. Empty on-site waste containers whenever necessary so that trash overflow does not occur. Legally dispose of contents at either public or private dumping areas.
- E. Vacuum-clean interiors of buildings which are ready to receive finish painting. Continue vacuum-cleaning on an as-needed basis, until area is ready for final acceptance.
- F. Control the handling of materials, debris and rubbish; do not drop or throw from heights.
- G. Immediately remove spillages of fuels or oil or of construction-related materials from hauling routes or the site.
- H. Perform cleaning operations so dust and other contaminants resulting from cleaning processes will not fall on wet, newly painted surfaces.

### 3.03 FINAL CLEANING

- A. In addition to the cleaning performed above, in preparation for final inspection, remove grease, dust, dirt, rust stain on concrete floors, labels, fingerprints and other foreign materials from exposed interior and exterior finished surfaces. Flush down all parking level areas and stairs leaving such surfaces clean of all sand, laitances, etc.
- B. In preparation for final acceptance or occupancy, conduct final inspection and cleaning of exposed interior and exterior surfaces, and of concealed spaces.
- C. Maintain cleaning operations until project has been finally accepted.

**END OF SECTION**

## SECTION 01720 - PROJECT RECORD DOCUMENTS

### PART 1 GENERAL

#### 1.01 DESCRIPTION

- A. Scope of Work: For contracts where the work is performed at an on-site location maintain one record copy of:
  - 1. Record Drawings
  - 2. Record Specifications.
  - 3. Addenda.
  - 4. Change Orders and other modification of the contract.
  - 5. Engineer's written orders or instructions.
  - 6. Approved Shop Drawings, Product Data and Samples.
  - 7. Field Test records.
  - 8. Construction photographs.
  - 9. As-built locations, dimensions, and elevations as recorded by the Contractor's Florida Registered Land Surveyor (FRLS).
- B. The records listed above are to be made available to the Engineer at all times for all projects.
- C. Related Requirements Described Elsewhere:
  - 1. Section 01340: Shop Drawings, Product Data and Samples.

#### 1.02 MAINTENANCE OF DOCUMENTS AND SAMPLES

- A. Maintain documents in a clean dry, legible, condition and in good order. Do not use record documents for construction purposes.

#### 1.03 RECORDING

- A. During the life of the Contract the Contractor shall retain the services of a FRLS who shall maintain records of the installation, including all deviations from Plans and Specifications.
- B. Measure and Record all information for all projects concurrently with construction progress.
- C. **Submit redlines, partially completed as-built plan sheets and fully complete as-built Plan sheets, all as required by and satisfactory to, the Engineer as prerequisite for the acceptance of monthly payment applications.**
- D. Label each document "PROJECT RECORD" in neat large printed letters.
  - 1. Record all information for on-site projects concurrently with construction progress.

2. Do not conceal any work until as-built information is recorded by the Contractor's surveyor, and if so required, by the City.
3. All locations for future connections or tie-ins shall be left unburied and uncovered until the Contractor's FRLS measures and records the as-built information.
  - a. All as-built and inspector information is to be made available to the Engineer on a daily basis for inclusion in the City records.
4. Restrained pipe, end line valves, thrust blocks shall be left uncovered for the last complete length. Inline valves and tees shall be left exposed for 1 length on both sides plus the face end. Measure and record the elevation, horizontal and vertical alignment, and the inclination for these items.
5. For all projects, the Contractor's FRLS shall maintain exact and extensive records of any deviations from Drawings and Specifications. These records shall be satisfactory to the Engineer, whose decision shall be final, and sufficient to allow the production of accurate as built Plans which correctly and completely portray the work as constructed.
6. For all projects, the Contractor's FRLS shall record data as follows during the entirety of construction.
  - a. For facility (e.g. a water or sewage plant, pumping station, or similar site,) projects, record as-built dimensions and elevations every twenty-five feet (25') or portion thereof along pipeline and at every abrupt change in direction of the new line.
  - b. In all cases, record locations and elevations for each valve, fitting, service line, fire hydrant, water sampling point, utility poles adjacent to the proposed line, overhead wires crossing the ditch line (approximate height above grade) and other appurtenances along the pipeline.
  - c. Specific locations and elevation of equipment, the buildings and miscellaneous items installed inside them shall be recorded as applicable and as required by the Engineer.
  - d. Without exception, where the substitution of another piece of equipment for that shown on the Plans has been allowed, the footprint, clearance, and elevation dimensions shall be recorded by the Contractor's FRLS, and these changes shall be accurately and thoroughly portrayed on the as-built plans.
  - e. Contractor's Licensed Surveyor shall prepare from the field data, as-built record drawings showing correctly, completely, and accurately the installation, embracing all changes and deviations made during construction, including all construction variances, to reflect the work as it was constructed.
  - f. Record Drawings shall be prepared as specified hereinafter.
  - g. Record Drawings and three (3) blue line copies shall be signed and sealed by the Surveyor and shall be submitted to the City for the Engineer's review within ten (10) calendar days following the completion date of successful pressure testing of all mains and appurtenances under this Contract.
  - h. If the Engineer determines that the Drawings are not acceptable, they will be returned to the Contractor with a cover letter noting the deficiencies and/or reasons for the disapproval. Contractor shall have ten (10)

calendar days to correct all exceptions taken by the Engineer and resubmit as-built record drawings to the Engineer for final acceptance.

#### 1.04 DRAWINGS

- A. During the life of the Contract, maintain records of all deviations from the Plans and Specifications and prepare therefrom As-Built Record Drawings showing correctly and accurately all changes and deviations made during construction to reflect the work as it was actually constructed. It is the responsibility of the Contractor to check the As-Built Record Drawings for errors and omissions prior to submittal to the City and certify in writing that the As-Built Record Drawings are correct and accurate, including the actual location of all piping, exposed and internal piping, and electrical/signal conduits in or below the concrete floor. Indicate the size, depth and voltage in each conduit.
- B. Legibly Mark To Record Actual Construction: All data as previously specified for all installations by the Contractor's FRLS. For on-site structures and facilities work the Contractor's Florida Registered Land Surveyor shall record:
1. Depths of various elements of foundation in relation to finish first floor and datum plane.
  2. All exposed and underground piping and ductwork with elevations and dimensions and locations of valves, pull boxes, etc. Changes in location. Horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent reference points, plant survey grids, property lines and similar.
  3. Location of internal utilities and appurtenances concealed in the construction shall be referenced to visible and accessible features of the structure. Air conditioning ducts with locations of dampers, access doors, fans and other items needing periodic maintenance.
  4. Field changes in dimensions and details.
  5. Changes made by Engineer's written instructions or by Change Order.
  6. Details not on original Contract Drawings.
  7. Equipment and piping relocations.
  8. Major architectural and structural changes in structures, including tanks.
  9. Architectural schedule changes according to Contractor's record and shop drawings.
  10. Record Drawings shall be prepared as specified hereinafter.
- C. Specifications and Addenda: Legibly mark each section to record:
1. Manufacturer, trade name, catalog number and Supplier of each product and item of equipment actually installed.
  2. Changes made by Engineer's written instructions or by Change Order.
- D. Approved Shop Drawings: Provide record copies for system diagrams and drawings together with each element of process equipment, piping, electrical system and instrumentation system.

#### 1.05 SUBMITTALS

- A. Accompany submittal with transmittal letter in duplicate, containing:
1. Date
  2. Project title and number
  3. Contractor's name and address
  4. Title and number of each Record Document
  5. Signature of Contractor or his authorized representative.
- B. Record Drawings with five (5) blue line copies which have been signed and sealed by the surveyor shall be submitted to the Engineer for review. Drawings shall conform to recognized standards of drafting and the minimum technical standards as set forth by the Board of Professional Surveyors and Mappers, shall be neat, legible and on 24-inch by 36-inch bond paper. These materials shall be submitted for the Engineer's review as a prerequisite for payment during the course of construction as previously specified and final, complete sets of documents within ten (10) calendar days following the completion date of successful testing of all mains, equipment and appurtenances under this Contract. Final payment will not be made until the five (5) sets of as-built record drawings (with AutoCAD file) and five (5) sets of blue-line prints have been approved and accepted by the Engineer.
1. In cases where a portion of a process system are put into service, the above conditions shall apply for the in-service portion and monthly payments shall be withheld until the as-built drawings are accepted by the Engineer.
  2. As-Built Record Drawings, as prepared by the Contractor's Florida Registered Land surveyor and submitted by the Contractor, shall comply with following criteria and standards:
    - a. Title block must show the Contract or Project Title (as applicable); Contract number; CIP number; Contractor's name; Engineer of Record's name; Surveyor's name and address; date; location; and where appropriate to the work, size and type (i.e. water main, sanitary gravity main, sanitary force main) of main.
    - b. Baselines or centerlines must be tied to section corners, monument line and right-of-way lines.
    - c. Pipeline must be tied to baseline or centerline with stations and offsets.
    - d. Baselines or centerlines must show bearings or deflection angles, or delta, radius, chord and arc length for curves.
    - e. Show all horizontal curve data, including point of curvature (PC) and point of tangency (PT) stations or radial bearing.
    - f. Stationing must be the same as shown on construction drawings and must be tied to Section corners, centerline intersections and all other pertinent control points within the Project. All such pertinent points shall have their stationing shown and where there is dual stationing for a point, both stations shall be called out.
    - g. Identify all streets by name or number and show stationing at all intersecting streets.
    - h. Refer to vertical datum plane and identify the location, elevation and source supplying the bench mark used.
    - i. Tie easement lines to survey baseline or platted centerline and right-of-ways.
    - j. Show horizontal and vertical locations of all fittings, deflections, or at any significant change of direction, and at a maximum of 100-foot intervals

along the pipeline for off-site (e.g. in the public right-of-way) and at maximum 25- foot intervals for on-site (e.g. on a facility such as a pump station or plant work.

- k. Manhole rim and valve box rim elevations must be shown.
  - l. Show all invert and bottom elevations in manholes and valve vaults or boxes. Show all invert and bottom elevations together with pipe size, and where it can be determined, pipe material, for existing structures having pipes which cross the pipe line being constructed.
  - m. Locations and elevations together with diameter, thickness and material of all casings.
  - n. Location, top and bottom elevations of all sheeting left in place.
  - o. Coordinate values used inside facilities shall be the local, City established coordinate systems referenced to the property boundary.
  - p. State plane coordinate values for all new valves and manholes; on existing valves and manholes at points of connection or closest to the point of connection and the point of connection itself.
3. Certification: The Contractor shall certify on as-built record drawings all other actual constructed details and information as may be required by the City, including but not limited to:
- a. Valves shall be identified by size, type, end condition;
  - b. Show calculated pipeline percent of grade between manholes of gravity systems.
  - c. Types and sizes of sheeting and piling together with measured and complete; location, dimensional, and elevation data on any pile caps, tie backs, anchors, whalers or other appurtenant structures left in place.
- C. Drawings on Magnetic Media: The City requires the submittal of as-built drawings in AutoCAD for Windows Release 14 format or later. Graphical information contained on magnetic media shall be the same as provided on plan sheets. Magnetic media shall be delivered to the City Engineer's Office, City of Arcadia at 7777 NW 72<sup>nd</sup> Avenue, Arcadia, FL, 33166. A letter of transmittal shall be provided, containing a list of all files and data being provided.

**PART 2 PRODUCTS**

NOT USED

**PART 3 EXECUTION**

NOT USED

**END OF SECTION**

## SECTION 01740 – PERMITS

### PART 1 GENERAL

#### 1.01 GENERAL

- A. Where the City has obtained various permits for this Project, copies will be appended at the rear of the Specifications.
- B. The Contractor shall familiarize himself with, and comply with, all requirements of these permits. All other necessary permits shall be obtained by the Contractor and be paid for as specified below in 1.01, G.
- C. Unless otherwise specifically stated elsewhere in the Contract Documents, Supply Plans and Calculations for work not designed by the City that is preponderantly of a structural nature signed and sealed by a Professional Engineer registered in the State of Florida as stated in the Florida Building Code; Section 104.2.1, Section 104.2.2, and Chapter 2 Definitions, which each read as follows:
  - 1. All information, drawings, specifications and accompanying data shall bear the name and signature of the person responsible for the design.
  - 2. Design Professional: If the design professional is an architect or engineer legally registered under the law of this state regulating the practice of architecture or engineering, then he/she shall affix his official seal to said drawings, specifications, and accompanying data, as required by Florida Statute.
  - 3. Engineer: A Florida registered Engineer.
- D. The Contractor's particular attention is called to any Special Conditions of the permits relating to construction procedures, excavation and backfill requirements, open trench restrictions, turbidity control and all other general and special conditions, including 1:10 cement mix and pavement details. In the event any of the conditions of the permits are in conflict with the requirements of these Specifications, the more stringent conditions of the permits shall take precedence. The Contractor is to conform to all regulations of the governmental agencies having jurisdiction over this work, whether or not included in the permit.
- E. Any deviations from the Plans, Specifications or permits appended thereto, must first be approved by the Engineer even if approval for the change has been given by the permitting agency.
- F. The Contractor shall assume throughout the life of the Contract all obligations and responsibilities imposed on the City as permittee of the above-mentioned permits. All expenses necessary for compliance with the regulations and requirements of each permitting agency and its permit shall be borne by the Contractor, and shall be included in his overall bid price.
- G. The cost of any fees such as impact fees, inspection fees, etc. and the cost of obtaining all required permits shall be borne by the City. The Contractor shall pay the required

fees, obtain the permit(s) and then upon submission of proof of cost to the City, be reimbursed for said cost out of the Allowance Account(s). This shall apply only to required permits and fees. Permits obtained or fees paid for the advantage of the Contractor or non-required permits obtained for whatever reason shall not be reimbursed. The necessity or non-necessity of a permit or fee shall be determined by the Engineer whose word shall be final. As specified in the paragraph above, all costs of compliance with the permit(s) shall be borne by the Contractor and included in his bid price.

- H. All surveying required by the Project permits shall be done by the Contractor's Florida Registered Land Surveyors. This includes staking out limits of construction.

**PART 2 PRODUCTS**

NOT USED

**PART 3 EXECUTION**

NOT USED

**END OF SECTION**

**SECTION 3**  
**TECHNICAL SPECIFICATIONS**

<b>Section#</b>	<b>Title</b>
101	Mobilization
102	Maintenance of Traffic
104	Erosion Control
110	Clearing & Grubbing
120	Excavation & Embankment
160	Stabilization
234	Superpave Asphalt Base
285	Optional Base Course
410	Precast Concrete Box Culvert
425	Inlets, Manholes, & Junction Boxes
430	Pipe Culverts
520	Concrete Gutter, Curb Elements, & Traffic Separator
530	Revetment Systems
570	Performance Turf
711	Thermoplastic Pavement Markings

## **SECTION 101 MOBILIZATION**

### **101-1 Description.**

Perform preparatory work and operations in mobilizing for beginning work on the project, including, but not limited to, those operations necessary for the movement of personnel, equipment, supplies, and incidentals to the project site and for the establishment of temporary offices, buildings, safety equipment and first aid supplies, and sanitary and other facilities.

Include the costs of bonds and any required insurance and any other preconstruction expense necessary for the start of the work, excluding the cost of construction materials.

### **101-2 Basis of Payment.**

**101-2.1 When a Separate Item is Included in the Proposal:** When the proposal includes a separate item of payment for this work, the work and incidental costs specified as being covered under this Section will be paid for at the Contract lump sum price for the item of Mobilization.

Payment will be made under:

Item No. 101- 1- Mobilization -lump sum.

**101-2.2 Partial Payments:** When the proposal includes a separate pay item for Mobilization and the Notice to Proceed has been issued, partial payments will be made in accordance with the following:

For contracts of 120 contract days duration or less, partial payment will be made at 50% of the bid price per month for the first two months. For contracts in excess of 120 contract days duration, partial payment will be made at 25% of the bid price per month for the first four months. In no event shall more than 50% of the bid price be paid prior to commencing construction on the project site.

Total partial payments for Mobilization will be limited to 10% of the original Contract amount. Any remaining amount will be paid at Final Acceptance.

Retainage, as specified in 9-5, will be applied to all partial payments.

Partial payments made on this item will in no way act to preclude or limit any of the provisions for partial payments otherwise provided for by the Contract.

**101-2.3 When No Separate Item is Included in the Proposal:** When the proposal does not include a separate item for Mobilization, all work and incidental costs specified as being covered under this Section will be included for payment under the several scheduled items of the overall Contract, and no separate payment will be made therefore.

**SECTION 102  
MAINTENANCE OF TRAFFIC**

**102-1 Description.**

Maintain traffic within the limits of the project for the duration of the construction period, including any temporary suspensions of the work. Construct and maintain detours. Provide facilities for access to residences, businesses, etc., along the project. Furnish, install and maintain traffic control and safety devices during construction. Furnish and install work zone pavement markings for maintenance of traffic (MOT) in construction areas. Provide any other special requirements for safe and expeditious movement of traffic specified in the Temporary Traffic Control Plans. MOT includes all facilities, devices and operations as required for safety and convenience of the public within the work zone.

Do not maintain traffic over those portions of the project where no work is to be accomplished or where construction operations will not affect existing roads. Do not obstruct or create a hazard to any traffic during the performance of the work, and repair any damage to existing pavement open to traffic.

**102-2 Materials.**

Meet the following requirements:

- Raised Pavement Marker Adhesive\* ..... Section 706
- Paint\* .....Section 710
- Pavement Marking Materials\* .....Section 971
- Temporary Raised Pavement Markers\* ..... Section 990
- Temporary Traffic Control Device Materials\* ..... Section 990
- Retroreflective and Nonreflective Sheeting  
for Temporary Traffic Control Devices\* ..... Section 994

\*Use products listed on the Department’s APL.

**102-2.1 Temporary Traffic Control Devices:** Use only the materials meeting the requirements of Section 990, Section 994, Standard Plans and the Manual on Uniform Traffic Control Devices (MUTCD).

**102-2.2 Detour:** Provide all materials for the construction and maintenance of all detours.

**102-2.3 Commercial Materials for Driveway Maintenance:** Provide materials of the type typically used for base, including reclaimed asphalt pavement (RAP) material, and having stability and drainage properties that will provide a firm surface under wet conditions.

**102-3 Specific Requirements.**

**102-3.1 Beginning Date of Contractor’s Responsibility:** Maintain traffic starting the day work begins on the project or on the first day Contract Time is charged, whichever is earlier.

**102-3.2 Worksite Traffic Supervisor (WTS):** Provide a WTS who is responsible for initiating, installing, and maintaining all temporary traffic control devices as described in this Section and the Contract Documents. Provide all equipment and materials needed to set up, take down, maintain traffic control, and handle traffic-related situations. Provide the WTS or designee with a tablet or smartphone with internet access for recording information into the Department’s lane closure notification system. Use approved alternate WTS when necessary.

The WTS must meet the personnel qualifications specified in Section 105.

The WTS is to perform the following duties:

1. On site direction of all temporary traffic control on the project.
2. Is on site during all set up and take down, and performs a drive through inspection immediately after set up. During operations with lane closures, the WTS or on-site designee shall record lane closure information into the Department's lane closure notification system in accordance with 102-3.3.
3. Is on site during all nighttime operations ensuring proper temporary traffic control.
4. Immediately corrects all safety deficiencies and corrects minor deficiencies that are not immediate safety hazards within 24 hours.
5. Is available on a 24 hour per day basis and present at the site within 45 minutes after notification of an emergency situation and is prepared to respond to maintain temporary traffic control or to provide alternate traffic arrangements.
6. Conducts daily daytime and weekly nighttime inspections of projects with predominately daytime work activities, and daily nighttime and weekly daytime inspections of projects with predominantly nighttime work activities of all traffic control devices, traffic flow, pedestrian, bicyclist, and business accommodations.

Advise the project personnel of the schedule of these inspections and give them the opportunity to join in the inspection as deemed necessary.

The Department may disqualify and remove from the project a WTS who fails to comply with the provisions of this Section. The Department may temporarily suspend all activities, except traffic, erosion control and such other activities that are necessary for project maintenance and safety, for failure to comply with these provisions.

**102-3.3 Lane Closures:** Approval for all lane closures, mobile operations, and traffic pacing operations is required. Submit routine requests to the Engineer 14 calendar days in advance of planned lane closures, mobile operations, and traffic pacing operations. Requests for planned lane closures are to be submitted through the Department's Lane Closure Notification System (LCNS). For unforeseen events that require cancelling or rescheduling lane closures, mobile operations, and traffic pacing operations, revise the lane closure request as soon as possible.

Record information for lane closures, including but not limited to begin and end lane closure times and locations, into the Department's LCNS. Lane closures are to be activated in the Department's LCNS within 5 minutes of placing the first channelizing device and deactivated within 5 minutes removing the last channelizing device associated with the closure.

At the preconstruction conference, submit a request for access to the Department's LCNS to the Engineer. Include the name, email address, level of access required, and a copy of the individual's certification of training for Contractor personnel requiring access to the Department's LCNS. For change of access requests, submit a request to the Engineer at least ten calendar days in advance of when the change is needed.

**102-3.3.1 Traffic Pacing:** In addition to dates and locations, include a pacing plan outlining the expected equipment and number of traffic control officers required, the proposed traffic pacing lengths and durations, the available existing egresses in the event of an emergency, and a contingency plan in the event of an equipment failure.

**102-3.4 Pedestrian and Bicycle Accommodations:** Provide accommodations for pedestrians as shown in the Temporary Traffic Control (TTC) plans or as directed by the Engineer. Accommodate pedestrians with a safe, accessible travel path around work sites

separated from mainline traffic in compliance with the Americans with Disabilities Act (ADA) Standards for Transportation Facilities (i.e., stable, firm, slip-resistant, and free of any obstruction or hazards such as holes, debris, mud, construction equipment, and stored material. When a work operation requires a sidewalk or pedestrian way closure for 60 minutes or greater, provide a pedestrian detour or temporary pedestrian way. Provide and maintain pedestrian detours and temporary pedestrian ways that are ADA-compliant as described above. Provide appropriate signs for advanced notification of sidewalk closures and marked detours. Only approved pedestrian longitudinal channelizing devices may be used to close or delineate a pedestrian walkway.

When called for in the Plans, provide a pedestrian escort operation. A pedestrian escort operation consists of a pedestrian flagger, pedestrian escort, and a safe pedestrian waiting area on each side of the active work zone. Pedestrian flaggers must identify approaching pedestrians and direct them to the waiting area. Pedestrian escorts are to guide waiting pedestrians through the active work zone to the other side following an ADA accessible route. Provide crossing opportunities within 5 minutes of a pedestrian entering the waiting area.

Provide accommodations for the closure of bicycle facilities (i.e., marked bicycle lanes or paved outside shoulders 4 feet or greater in width on non-limited access roadways) as shown in the TTC plans or as directed by the Engineer.

Existing businesses in work areas are to be provided with adequate entrances for vehicular and pedestrian traffic during business hours.

#### **102-4 Alternative Temporary Traffic Control Plan.**

The Contractor may propose an alternative Temporary Traffic Control Plan (TTCP) to the plan presented in the Contract Documents. The Contractor's Engineer of Record must sign and seal the alternative TTCP and submit to the Engineer. Prepare the alternative TTCP in conformance with and in the form outlined in the current version of the FDOT Design Manual. Provide a TTCP for each phase of activities. Take responsibility for identifying and assessing any potential impacts to a utility that may be caused by the alternate TTCP proposed by the Contractor, and notify the Department in writing of any such potential impacts to utilities.

For projects with nighttime lane closure restrictions where paving is expected to extend into the winter months, the Contractor may propose an alternative TTCP allowing for daytime lane closures for friction course paving. The alternative TTCP must be a lane closure analysis based on actual traffic counts and prepared in accordance with the FDOT Design Manual.

The Engineer's approval of the alternate TTCP 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 and which effect a change in utility work different from that shown in the Utility Plans, joint project agreements or utility relocation schedules.

The Department reserves the right to reject any alternative TTCP. Obtain the Engineer's written approval before beginning work using an alternative TTCP. The Engineer's written approval is required for all modifications to the alternative TTCP. The Engineer will only allow changes to the TTCP in an emergency without the proper documentation.

The Contractor may propose to extend lane closure times up to one hour in advance of the lane closure start times shown in the Plans for the following conditions:

1. Limited Access roadways with a traffic count of less than 1,300 vehicles per hour per lane

2. Arterials and Collector roadways with a traffic count of less than 1,550 vehicles per hour per lane.

To determine traffic count, record the number of vehicles in the direction of the closure during a 15-minute period. Multiply the number of vehicles by four and divide by the number of lanes in the direction of the closure.

### **102-5 Traffic Control.**

**102-5.1 MUTCD:** Comply with the requirements in Part 6 of the MUTCD.

**102-5.2 Temporary Traffic Control Plan:** The Temporary Traffic Control Plan (TTCP) is the portion of the Plans describing the measures to be used for conveying road users through the work zone. Use the TTCP to maintain traffic for the duration of the work.

For situations or field conditions not addressed by the TTCP follow the Standard Plans. For all other applications, comply with the MUTCD and Standard Plans, Index 102-600. Device location or the number of devices, may be adjusted as recommended by the Work Zone Traffic Supervisor and approved by the Engineer.

**102-5.3 Maintenance of Roadway Surfaces:** Maintain all lanes that are being used for the MOT, including those on detours and temporary facilities, under all weather conditions. Keep the lanes reasonably free of dust, potholes and rutting. Provide the lanes with the drainage facilities necessary to maintain a smooth riding surface under all weather conditions.

**102-5.4 Number of Traffic Lanes:** Maintain one lane of traffic in each direction. Maintain two lanes of traffic in each direction at existing four (or more) lane crossroads, where necessary to avoid undue traffic congestion. Do not allow traffic control and warning devices to encroach on lanes used for MOT.

The Engineer may allow the Contractor to restrict traffic to one-way operation for short periods of time provided that the Contractor employs adequate means of traffic control and does not unreasonably delay traffic. When a construction activity requires restricting traffic to one-way operations, locate the flaggers within view of each other when possible. When visual contact between flaggers is not possible, equip them with 2-way radios, official, or pilot vehicles, or use traffic signals.

**102-5.5 Crossings and Intersections:** Provide and maintain adequate accommodations for intersecting and crossing traffic. Provide signing for the control of traffic entering and leaving work zones by way of intersecting crossroads to make drivers aware of work zone conditions. Do not block or unduly restrict any median opening, road or street crossing the project unless approved by the Engineer. Before beginning any construction, submit to the Engineer the names and phone numbers of persons that can be contacted when signal operation malfunctions.

**102-5.6 Access for Residences and Businesses:** Provide continuous access to all residences and all places of business.

**102-5.7 Protection of the Work from Damage by Traffic:** Where traffic would damage a base course, surface course, or structure constructed as a part of the work, control all traffic to remain outside the limits of such areas until the potential for damage no longer exists.

**102-5.8 Flagger:** Provide flaggers to control traffic when traffic in both directions must use a single lane and in other situations as required.

**102-5.9 Conflicting Pavement Markings:** Remove all existing pavement markings (paint, tape, thermoplastic, raised pavement markers, etc.) that conflict with temporary paths of vehicles, bicycles, or pedestrians when the conflict will exceed 24 hours. Use any method, other than paint or sprayed asphalt, approved by the Engineer to remove existing pavement markings.

Remove conflicting pavement markings using a method that will not damage the surface texture of the pavement and which will eliminate the previous marking pattern regardless of weather and light conditions.

Remove all pavement markings that will conflict with “the next phase of operation” for vehicle, bicycle, and pedestrian paths as described above, before opening to vehicle or bicycle traffic or use by pedestrians.

**102-5.10 Vehicle and Equipment Visibility:** Equip all pickups and automobiles used on the project with a minimum of one Class 2 warning light that meets the Society of Automotive Engineers Recommended Practice SAE J595, dated November 1, 2008, or SAE J845, dated December 1, 2007, and incorporated herein by reference. Existing lights that meet SAE J845, dated March, 1992, or SAE J1318, dated April, 1986, may be used to their end of service life. The warning lights must be a high intensity amber or white rotating, flashing, oscillating or strobe light. Lights must be unobstructed by ancillary vehicle equipment such as ladders, racks or booms and be visible 360 degrees around the vehicle. If the light is obstructed, additional lights will be required. The lights must be operating when the vehicle is in a work area where a potential hazard exists, when operating at less than the average speed for the facility while performing work activities, making frequent stops or called for in the Plans or Standard Plans.

Equip all other vehicles and equipment with a minimum of 4 square feet of retroreflective sheeting or warning lights.

**102-5.11 No Waiver of Liability:** Conduct operations in such a manner that no undue hazard results due to the requirements of this Article. The procedures and policies described herein in no way acts as a waiver of any terms of the liability of the Contractor or their surety.

**102-5.12 Work Zone Speed:** Use the work zone speed in the TTCP. When field conditions warrant work zone speeds different from those in the TTCP, submit signed and sealed documentation to justify reducing the work zone speed limit to the Engineer for approval, or the Engineer may request the District Traffic Operation Engineer to investigate the need.

Sign work zone speed reductions in accordance with Standard Plans, Index 102-600 and the TTCP.

**102-5.13 Limited Access Temporary Openings:** When required by the Contract Documents, construct temporary openings in accordance with the Standard Plans. Submit a written request identifying the specific locations within the project limits to the Engineer.

Locate temporary openings in areas with adequate sight distance. Do not locate temporary openings with 1.5 miles of interchanges or within 2,000 feet of the acceleration-deceleration lanes at rest areas, median openings, other access openings, or other highway service areas. Do not remove existing guardrail or barrier for temporary openings.

Use temporary pavement for the acceleration-deceleration lane surface of the temporary opening. Commercial material may be used for the driveway surface of the temporary opening. Install a gate at the limited access fence and keep the gate locked when the temporary opening is not in use.

Do not use temporary openings to transport materials to or from any other project.

Failure to comply with this Section and the Standard Plans, 102 Series shall be cause for the Engineer to terminate usage of the temporary opening. When the temporary opening is no longer needed, remove immediately and restore the area to pre-construction condition.

## **102-6 Detours.**

**102-6.1 General:** Construct and maintain detour facilities wherever it becomes necessary to divert traffic, including pedestrians and bicyclists, from any existing facility, or wherever construction operations block the flow of traffic.

**102-6.2 Construction:** Plan, construct, and maintain detours for the safe passage of traffic in all conditions of weather. Provide the detour with all facilities necessary to meet this requirement.

Install detectable warnings on temporary ramps in accordance with Section 522.

When the Plans call for the Department to furnish detour bridge components, construct the pile bents in accordance with the Plans, unless otherwise authorized by the Engineer.

Provide two Contractor representatives, who will be directly involved in the erection of Department-owned temporary bridging, to attend a mandatory one-day training session to be conducted at the Department's storage facility. No bridging will be released to the Contractor prior to the completion of this training.

Submit the following: company name, phone number, office address, project contact person, names of the representatives who will attend the training described above, project number, detour bridge type, bridge length, span length, location and usage time frames, to the Engineer at least 30 calendar days before the intended pick-up date, to obtain the storage facility location and list of components for the project. Upon receipt, the Engineer will, within 14 calendar days submit an approved material list to the Contractor and the appropriate Department storage yard.

Submit the name of the representative with authority to pick up components, to the Engineer at least 14 calendar days before the proposed pick-up date. The Department is not obligated to load the bridge components without this notice. Take responsibility and sign for each item loaded at the time of issuance.

Provide timber dunnage, and transport the bridge components from the designated storage facility to the job site. Unload, erect, and maintain the bridge, then dismantle the bridge and load and return the components to the designated storage facility.

Notify the Engineer in writing at least 14 calendar days before returning the components. Include in this notice the name of the Contractor's representative authorized to sign for return of the bridge components. The yard supervisor is not obligated to unload the bridge components without this notice.

The Department will provide equipment and an operator at the Department's storage facility to assist in loading and unloading the bridge components. Furnish all other labor and equipment required for loading and unloading the components.

The Department's representative will record all bridge components issued or returned on the Detour Bridge Issue and Credit Ticket. The tickets must be signed by a Department and a Contractor representative, after loading or unloading each truck to document the quantity and type of bridging issued or returned.

Bind together all bridge components to be returned in accordance with the instructions given by the storage facility. The yard supervisor will repack components that are not packed in compliance with these instructions. Upon request, written packing instructions will be made available to the Contractor, before dismantling of the bridge for return to the Department's storage facility.

Assume responsibility for any shortage or damage to the bridge components. Monies due the Contractor will be reduced at the rate of \$35.00 per hour plus materials for repacking, repairs or replacement of bridge components.

The skid resistance of open steel grid decking on the detour bridge may decrease gradually after opening the bridge to traffic. The Department will furnish a pneumatic floor scabblers machine for roughening the roadway surface of the detour bridge decking. Provide an air compressor at the job site with 200 cubic feet per minute capacity, 90 psi air pressure for the power supply of the machine, and an operator. Transport the scabblers machine to and from the Department's structures shop. Repair any damage to the scabblers machine caused by operations at no expense to the Department. Perform scabbling when determined necessary by the Engineer. The Department will pay for the cost of scabbling as Unforeseeable Work in accordance with 4-4.

Commence return of bridge components to the designated storage facility no later than 14 calendar days after the date the detour bridge is no longer needed, unless otherwise approved by the Office of Maintenance. Return the detour bridging at an average of not less than two truckloads per week. Upon failure to return the bridge components to the Department within the time specified, compensate the Department for the bridge components not returned at the rate of \$20.00 per foot, per day, per bridge, until the bridge components are returned to the Department.

**102-6.3 Construction Methods:** Select and use construction methods and materials that provide a stable and safe detour facility. Construct the detour facility to have sufficient durability to remain in good condition, supplemented by maintenance, for the entire period that the detour is required.

**102-6.4 Removal of Detours:** Remove detours when they are no longer needed and before the Contract is completed. Take ownership of all materials from the detour and dispose of them, except for the materials on loan from the Department with the stipulation that they are returned.

**102-6.5 Detours Over Existing Roads and Streets:** When the Department specifies that traffic be detoured over roads or streets outside the project area, do not maintain such roads or streets. However, maintain all signs and other devices placed for the purpose of the detour.

**102-6.6 Operation of Existing Movable Bridges:** The Department will maintain and operate existing moveable bridges that are to be removed by the Contractor until such time as they are closed to traffic. During this period, make immediate repairs of any damage to such structures caused by use or operations related to the work at no expense to the Department, but do not provide routine repairs or maintenance. In the event that use or operations result in damage to a bridge requiring repairs, give such repairs top priority to any equipment, material, or labor available.

**102-6.7 Special Detour:** A special detour is defined as a diversion or lane shift for vehicular traffic that requires temporary pavement.

**102-6.8 Pedestrian or Bicycle Special Detour:** A pedestrian or bicycle special detour is defined as a temporary pedestrian or bicycle way that requires temporary pavement or other stable, firm, slip-resistant surface.

#### **102-7 Traffic Control Officer.**

Provide uniformed law enforcement officers, including marked law enforcement vehicles, to assist in controlling and directing traffic in the work zone when the following types of work is necessary on projects:

1. When directing traffic/overriding the signal in a signalized intersection.
2. When nighttime mobile operations are used on freeway facilities (interstates, toll roads, and expressways) for work within the travel lane.
3. When traffic pacing is called for in the TTCP or approved by the Engineer.
4. When pulling conductor/cable above an open traffic lane on limited access facilities, when called for in the TTCP or approved by the Engineer.
5. When a Temporary Road Closure is used.
6. When performing lane closures during nighttime operations on roadways with posted speed limits 55 mph or greater.

At no additional cost to the Department, traffic control officers may be used for operations other than those listed above.

The Department will not consider any claim arising from the failure of a traffic control officer to be present or available on the project. A noncompensable time extension may be granted when a state or local emergency requires all area law enforcement officers to be on-duty and not available for hire.

### **102-8 Driveway Maintenance.**

**102-8.1 General:** Ensure that each residence and business has safe, stable, and reasonable access.

**102-8.2 Construction Methods:** Place, level, manipulate, compact, and maintain the material, to the extent appropriate for the intended use.

As permanent driveway construction is accomplished at a particular location, the Contractor may salvage and reuse previously placed materials that are suitable for reuse on other driveways.

### **102-9 Temporary Traffic Control Devices.**

**102-9.1 General:** Use only devices that are listed on the APL and use in conformance with the APL drawings. Immediately remove or cover, using any method of covering approved by the Engineer, any existing or temporary devices (e.g., signs) that do not apply to current conditions.

The use of NCHRP Report 350 Recommended Procedures for the Safety Performance Evaluation of Highway Features devices purchased prior to January 1, 2020 is permitted on projects let prior to January 1, 2030. All devices manufactured or purchased on or after January 1, 2020, must be MASH compliant in accordance with Section 990.

The APL number is to be permanently marked on the device at a readily visible location. Sheeting used on devices and pavement markings are exempt from this requirement.

Notify the Engineer in writing of any scheduled operation that will affect traffic patterns or safety sufficiently in advance of commencing such operation to permit review of the plan for the proposed installation of temporary traffic control devices.

Assign an employee the responsibility of maintaining the position and condition of all temporary traffic control devices throughout the duration of the Contract. Keep the Engineer advised at all times of the identification and means of contacting this employee on a 24-hour basis.

Maintain temporary traffic control devices in the correct position, properly oriented, clearly visible and clean, at all times. All applicable temporary traffic control devices must meet the classification category of Acceptable as defined in the American Traffic Safety Services Association (ATSSA) Quality Guidelines for Temporary Traffic Control Devices and

Features. Temporary concrete barriers must meet the classification category of Acceptable defined in the Department's Temporary Concrete Barrier Evaluation Guide, which may be viewed at the following URL:

[https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/programmanagement/implemented/urlinspecs/files/docs/default-source/content-docs/programmanagement/implemented/urlinspecs/files/temporaryconcretebarrierguide.pdf.pdf?sfvrsn=343b4c97\\_10](https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/programmanagement/implemented/urlinspecs/files/docs/default-source/content-docs/programmanagement/implemented/urlinspecs/files/temporaryconcretebarrierguide.pdf.pdf?sfvrsn=343b4c97_10). Pedestrian Longitudinal Channelizing Devices (LCDs) must meet the classification category of Acceptable as defined in the Pedestrian LCD Evaluation Guide, which may be viewed at the following URL:

[https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/programmanagement/implemented/urlinspecs/files/lcdevaluationguide.pdf?sfvrsn=166e0f16\\_2](https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/programmanagement/implemented/urlinspecs/files/lcdevaluationguide.pdf?sfvrsn=166e0f16_2). Immediately repair, replace or clean damaged, defaced or dirty devices. Traffic control devices must not be cleaned while installed/used. Use of warning lights on any temporary traffic control device is prohibited, with the exception of the trailer mounted portable regulatory signs.

Employ an approved independent Channelizing Device Supplier (CDS) to provide and maintain the condition of the following non-fixed channelizing devices: drums, cones, vertical panels, barricades, temporary tubular markers, and pedestrian longitudinal channelizing devices. Cones may be provided and maintained by the Contractor.

The CDS shall not be affiliated with the Contractor and must be approved by the Department. Department approved CDSs are listed on the State Construction Office website. CDSs seeking inclusion on the list must meet the requirements of 102-9.1.1. The CDS shall submit a monthly certification on letterhead that the channelizing devices mentioned above installed/used within the work zone meet classification category of Acceptable as defined in the Pedestrian LCD Evaluation Guide and the ATSSA Quality Guidelines for Temporary Traffic Control Devices and Features. The CDS shall submit the monthly certification on letterhead for channelizing devices installed/used within the work zone. The CDS certification shall include the following statement, "I certify that I have provided and maintained the following devices <list devices covered under the certification> in accordance with Pedestrian LCD Evaluation Guide and the ATSSA Quality Guidelines for Temporary Traffic Control Devices and Features." If the Contractor chooses to provide and maintain cones, the Contractor must submit a monthly Contractor certification on letterhead that all cones installed/used within the work zone meet acceptable standards as outlined in the ATSSA Quality Guidelines for Temporary Traffic Control Devices and Features. The Contractor certification shall include the following statement, "I certify that I have provided and maintained cones in accordance with the ATSSA Quality Guidelines for Temporary Traffic Control Devices and Features."

#### **102-9.1.1 Approved Independent Channelizing Device Supplier (CDS)**

**Requirements:** Submit the following documents to the State Construction Office for review and approval

1. A letter on company letterhead signed and dated by the owner of the company or company officer with the following information and statements:
  - a. The company's owners, stockholders, and officers.
  - b. A statement declaring that the company will not perform as a CDS on any project where there is common ownership, directly or indirectly, between the company and the Contractor.

c. A statement declaring that the company will furnish and maintain the condition of all channelizing devices with the exception of cones as required in 102-9.1 with its own forces.

d. A statement declaring at least five years of experience in providing channelizing device supplier services, with its own inventory of channelizing devices.

e. On a separate sheet, list a sample project history of the company's experience as a channelizing device supplier for the five years declared in item 1(d) above including the following information:

1. Project name and number and a brief description of CDS work performed,
2. Beginning and ending date of CDS project activities,
3. Location of project (city, state),
4. Monetary amount of CDS work on project,
5. Owner of project, contact person and phone number with area code,
6. Name of Contractor (client) that the work was performed for and phone number with area code.

2. A maintenance plan for approval by the Department that outlines the frequency and methods for maintaining the condition of all channelizing devices, except cones owned and maintained by the Contractor, installed/used in the work zone.

**102-9.2 Work Zone Signs:** Use work zone signs in accordance with the TTCP and Standard Plans.

**102-9.2.1 Post Mounted Signs:** Meet the requirements of 990-8.

**102-9.2.2 Portable Signs:** Portable signs may be used when the work zone condition will be in place for 24 hours or less, or as approved by the Engineer.

**102-9.2.3 Barrier-Mounted Signs:** If post mounting criteria cannot be achieved and a barrier or traffic railing exists, attach work zone signs to barrier or traffic railing in accordance with the Standard Plans. Use Standard Plans, Index 700-012 only when mounting the sign to the top of the barrier or traffic railing places the sign panel closer than two feet from the traveled way.

**102-9.3 Business Signs:** Use business signs in accordance with the TTCP and Standard Plans. Furnish signs having retroreflective sheeting meeting the requirements of Section 990.

**102-9.4 Channelizing Devices:** Use channelizing devices in accordance with the TTCP, Standard Plans, and MUTCD.

**102-9.4.1 Cones:** Use cones in active work zones where workers are present.

Use cone collars at night designed to properly fit the taper of the cone when installed. Collars may be removeable or attached permanently. Place the upper 6-inch collar a uniform 3-1/2 inches distance from the top of the cone and the lower 4-inch collar a uniform 2 inches distance below the bottom of the upper 6-inch collar.

**102-9.4.2 Pedestrian Longitudinal Channelizing Devices (LCDs):** Use LCDs listed on the APL for pedestrian use and meeting the requirements of Section 990 and the Standard Plans. Pedestrian LCDs must be interlocked except for the stand-alone unit placed perpendicular to a sidewalk. Ballast pedestrian LCDs as shown on the APL.

Ensure that joints on the pedestrian LCDs are free of sharp edges and have a maximum offset of 1/2 inch in any plane.

**102-9.5 Temporary Barrier:** Use temporary barrier in accordance with the TTCP and Standard Plans. Obtain and use precast temporary concrete barrier from a manufacturing plant that is on the Department’s Production Facility Listing. Temporary concrete barrier must meet the material and construction requirements of Section 521 unless noted otherwise in the Standard Plans. Proprietary temporary concrete, steel, or water filled barrier used must be listed on the APL.

The maximum allowable height increase between consecutive temporary barrier units in the direction of traffic is one inch.

Temporary barrier must comply with Standard Plans, Index 102-100 or 102-120. Install temporary barriers as either anchored or freestanding as shown in the TTCP or the Standard Plans. An anchored unit is defined as having at least one stake or bolt into the underlying pavement or bridge deck. All other units, including those with keeper pins, are considered freestanding.

Remove temporary asphalt pads and repair all attachment scars to permanent structures and pavements after barrier removal. Make necessary repairs due to defective material, work, or Contractor operations at no cost to the Department. Restore barrier damaged by the traveling public within 24 hours after notification as authorized by the Engineer.

Trailer mounted barriers listed on the APL may be used in lieu of temporary barriers or positive protection the option of the Contractor. Trailer mounted barriers listed on the APL must have an FHWA eligibility letter and be successfully crash tested in accordance with MASH TL-3 criteria. All trailer mounted barriers must be equipped with an APL listed truck mounted attenuator, an APL listed vehicle mounted arrow board and vehicle warning lights in accordance with this Section.

**102-9.5.1 Temporary Barrier Meeting the Requirements of Standard Plans, Index 102-120 and 102-110:** Ensure the marking requirements of the respective Index are met.

**102-9.5.1.1: Proprietary Precast Temporary Concrete Barrier**

**Fabricated prior to 2005:** Submit a certification stating that all unmarked barrier units meet the requirements of the Specifications and the Standard Plans. Certifications will be project specific and non-transferable.

**102-9.5.1.2 Proprietary Precast Temporary Concrete Barrier**

**Fabricated in 2005 or later:** Ensure each barrier unit has permanent clear markings, showing the manufacture date, serial number, manufacturer’s name or symbol, and the APL number. Label the markings on a plate, plaque, or cast in the unit. Proprietary barrier fabricated prior to 2016 and marked with the “INDX 521” in lieu of the APL number will be permitted.

**102-9.5.1.3 Temporary Concrete Barrier Repair:**

Before beginning the repair, remove all laitance, loose material, and any other deleterious matter to sound concrete or a minimum depth of one inch. Additionally, when reinforcing bars, inserts or weldments are exposed, remove the concrete to provide a minimum one-inch clearance all around. Fill the repair area with an approved high performance concrete repair material in accordance with 930-5 and the manufacturer’s recommendations. Restore surfaces and edges to the original dimensions and shape of the barrier.

Repairs are not allowed on barrier units that have one or more of the following deficiencies: structural cracking or cracks that exist through the entire cross-section; unit-to-unit connection assemblies or anchor slots are broken or no longer in a fixed position.

Do not paint repaired barriers.

**102-9.6 Barrier Delineators:** Use barrier delineators on top of temporary barriers in accordance with the Standard Plans and the requirements of Section 705.

**102-9.7 Temporary Glare Screen:** Use temporary glare screens listed on the APL that meet the requirements of Section 990. Use screen systems in conjunction with temporary barrier at locations identified in the Plans.

When glare screen is utilized on temporary barrier, barrier delineators will not be required.

**102-9.8 Temporary Crash Cushion (Redirective or Gating):** Use temporary crash cushions in accordance with the details and notes shown in the TTCP, Standard Plans, and requirements of the pre-approved alternatives listed on the APL.

Temporary crash cushions can be either new or used functionally sound refurbished devices. Performance of intended function is the only condition for acceptance. All metallic components must be galvanized in accordance with Section 967.

Anchor abutting temporary barrier in accordance the Standard Plans or APL drawings, as required. Bidirectional installations must have a transition panel installed between the crash cushion and the abutting barrier. Delineate the crash cushion in accordance with Section 544. Maintain the crash cushions until their authorized removal. Do not place any materials or equipment within the length of the crash cushion.

Remove temporary asphalt or concrete pads and repair all attachment scars to permanent structures and pavements after crash cushion removal. Make necessary repairs due to defective material, work, or Contractor operations at no cost to the Department. Restore crash cushions damaged by the traveling public within 24 hours after notification as authorized by the Engineer.

**102-9.9 Temporary Guardrail:** Use temporary guardrail in accordance with the TTCP and Standard Plans. Install the temporary guardrail in accordance with the Section 536.

**102-9.10 Trailer Mounted Devices:**

**102-9.10.1 Arrow Board:** Use arrow boards in accordance with the TTCP, Standard Plans, and that meet the requirements of Section 990. Ensure that the arrow board display panel is raised to a fully upright position and is fully visible to motorists. Use Type B arrow boards on roadways with an existing posted speed of 45 MPH or less for maintenance and mobile operations on any speed facility. Use Type C arrow boards for all other operations on roadways with an existing posted speed of 50 MPH or greater, and may be substituted for Type B arrow boards on any speed facility.

**102-9.10.2 Portable Changeable Message Sign (PCMS):** Use PCMSs or truck mounted changeable message signs in accordance with the TTCP, Standard Plans and Section 990 to supplement other temporary traffic control devices used in work zones. Ensure that the PCMS display panel is raised to a fully upright position and is fully visible to motorists. Reduce the intensity of the flashers when using PCMS at night. Use PCMS with a minimum letter height of 18 inches. For facilities with posted speed limits of 45 mph or less, PCMS with a minimum letter height of 12 inches may be used.

For roadways with speed limits greater than 45 mph, the message displayed on the PCMS must be unobstructed from 800 feet. For roadways with speed limits of 45 mph or less, the message displayed must be unobstructed from 650 feet.

Messages must have no more than two phases. The display time for each phase must be at least two seconds but no more than three seconds. The sum of the display time must be a maximum of six seconds.

**102-9.10.3 Portable Regulatory Signs (PRS):** Use PRSs in accordance with the TTCP, Standard Plans, and Section 990. Ensure that the PRS sign panel is raised to a fully upright position and is fully visible to motorists.

Activate portable regulatory signs only during active work activities and deactivate when no work is being performed.

**102-9.10.4 Radar Speed Display Unit (RSDU):** Use RSDUs in accordance with the TTCP, Standard Plans and Section 990 to inform motorists of the posted speed and their actual speed. Ensure that the RSDU display panel is mounted in accordance with the manufacturer's recommendations.

Activate the radar speed display unit only during active work activities and deactivate when no work is being performed.

**102-9.11 Temporary Signalization and Maintenance:** Provide and maintain temporary signals and signalization at existing, temporary, and new intersections including, but not limited to, the following:

1. Installation of temporary poles and span wire assemblies as shown in the TTCP,
2. Temporary portable traffic signals as shown in the TTCP,
3. Adding or shifting signal heads,
4. Trouble calls,
5. Maintaining intersection and coordination timing and preemption devices. Coordination timing will require maintaining functionality of system communications.

Phase and time signals in accordance with the Plans. Obtain approval from the District Traffic Operations Engineer for any timing changes that are either reoccurring or last longer than 24 hours.

Restore any loss of operation within 12 hours after notification. Provide alternate temporary traffic control until the signalization is restored.

Provide temporary pedestrian signalization in accordance with the TTCP, and maintain pedestrian signalization at existing, temporary, and new intersections.

Provide traffic signal equipment that meets the requirements of the Standard Plans and 603-2. The Engineer may approve used signal equipment if it is in acceptable condition. Replacement components for traffic signal cabinet assemblies will be provided by the maintaining agency.

**102-9.11.1 Temporary Signals for Lane Closures on Two-Lane, Two-Way Roadways:** Temporary signals may be used, at the Contractor's option, as an alternate to flaggers for lane closure operations on two-lane, two-way roadways in accordance with Standard Plans, Index 102-606. The Contractor's Engineer of Record must provide the signal timing for the temporary signals. The District Traffic Operations Engineer must approve the installation and timing of temporary signals prior to beginning work. Adjust timing based on changing field conditions as approved by the Worksite Traffic Supervisor. Submit to the Engineer any timing changes that are reoccurring or last longer than 24 hours for District Traffic Operations Engineer's approval. Temporary signals can either be portable signals or span wire signals and must be listed on the APL. Provide two signal faces for each approach.

**102-9.12 Temporary Traffic Detection and Maintenance:** Provide and maintain temporary traffic detection at existing, temporary, and new signalized intersections. Ensure that vehicle detectors and systems can detect vehicles in each movement on each approach and call the correct vehicle phase when vehicle demand is present. Ensure adjacent lanes and opposing

movements do not place false calls. Provide temporary pedestrian detection in accordance with the TTCP, and maintain pedestrian detection at existing, temporary, and new intersections. Ensure pedestrian detectors call the correct pedestrian phase when pedestrian demand is present.

Provide temporary traffic detection equipment listed on the APL.

Restore any loss of detection within 12 hours. If permanent traffic detection cannot be restored within 12 hours, provide temporary detection. Ensure 90% accuracy per signal phase, measured at the initial installation and after any lane shifts, by comparing sample data collected from the detection system with ground truth data collected by human observation. Collect the sample and ground truth data for a minimum of five minutes during a peak and five minutes during an off-peak period with a minimum three detections for each signal phase. Perform the test in the presence of the Engineer.

**102-9.13 Existing ITS Maintenance:** Provide maintenance at existing ITS locations. Diagnose any loss of functionality within 8 hours. Restore any loss of functionality within 24 hours. The Engineer may extend the allowable downtime beyond 24 hours. Configure and install Department furnished equipment as necessary. Ensure that all stand-alone functions of replaced ITS devices are tested as detailed in the Contract Documents and as approved by the Engineer. Perform the test in the presence of the Engineer.

**102-9.14 Truck Mounted Attenuators and Trailer Mounted Attenuators:** Use truck mounted and trailer mounted attenuators in accordance with the manufacturer's recommendations and Standard Plans.

For existing posted speeds of 50 mph or greater, use either truck mounted attenuators or trailer mounted attenuators that meet TL-3 criteria. For existing posted speeds of 45 mph or less, use either truck mounted attenuators or trailer mounted attenuators that meet TL-2 or TL-3 criteria.

**102-9.15 Temporary Raised Rumble Strip Set:** Use temporary raised rumble strips per the manufacturer's recommendations and in accordance with Standard Plans, Index 102-603.

The temporary raised rumble strip may be either a removable striping type or a portable type. Use a consistent type and color throughout the work zone.

**102-9.16 Automated Flagger Assistance Devices (AFAD):** Furnish, install, maintain, remove, and relocate AFADs in accordance with the Plans, Standard Plans, Index 102-603, and APL vendor drawings.

Position AFADs where they are clearly visible to oncoming traffic. AFADs may be placed on the centerline if they have been successfully crash tested in accordance with MASH TL-3 criteria. A gate arm is required in accordance with Section 990 if a single AFAD is used on the shoulder to control one direction of traffic.

The devices may be operated either by a single flagger at one end of the traffic control zone, from a central location, or by a separate flagger near each device location. Use only flaggers trained in accordance with Section 105 and in the operation of the AFAD. When in use, each AFAD must be in view of, and attended at all times by, the flagger operating the device.

Provide two flaggers on-site and use one of the following methods in the deployment of AFADs:

1. Place an AFAD at each end of the temporary traffic control zone, or
2. Place an AFAD at one end of the temporary traffic control zone and a flagger at the opposite end.

A single flagger may simultaneously operate two AFADs as described in (1) or a single AFAD as described in (2) if all of the following conditions are met:

1. The flagger has an unobstructed view of the AFAD(s),
2. The flagger has an unobstructed view of approaching traffic in both directions,

3. In the event of an AFAD malfunction, restore normal flagging operations with flaggers or immediately cease the flagging operation and reopen the roadway.

AFADs may be either a remotely controlled Stop/Slow AFAD mounted on either a trailer or a movable cart system, or a remotely controlled Red/Yellow Lens AFAD.

Illuminate the flagging station when the AFAD is used at night. When the AFAD is not in use, remove or cover signs and move the AFAD device outside the clear zone or shield it with a barrier.

AFADs will not be paid for separately. AFADs may be used as a supplement or an alternate to flaggers in accordance with the Plans, Standard Plans, Index 102-603, and the APL vendor drawings. Include the cost for AFADs in Maintenance of Traffic, Lump Sum.

**102-9.17 Temporary Lane Separator:** Use temporary lane separators (asphalt or portable) in accordance with the TTCP and Standard Plans.

When using portable temporary lane separators, anchor the portable temporary lane separator with a removable anchor bolt. Use epoxy on bridge decks where anchoring is not allowed. Remove the epoxy from the bridge deck by hydroblasting or other method approved by the Engineer.

Repair any damage to the existing pavement caused by the removal of temporary lane separator.

**102-9.18 Type III Barricades:** Use type III barricades in accordance with the TTCP and Standard Plans. Ensure stripes are sloping downward in the direction road users are to pass. Mount sign panels in accordance with the manufacturer's instructions. Do not place ballast on any rails, or higher than 13 inches above the driving surface. Do not splice the retroreflective sheeting.

## **102-10 Work Zone Pavement Marking.**

**102-10.1 Description:** Furnish and install work zone pavement markings for MOT in construction areas and in close conformity with the lines and details shown in the Plans and Standard Plans.

Centerlines, lane lines, edge lines, stop bars, standard crosswalks, and turn arrows will be required in work zones prior to opening the road to traffic.

### **102.10.2 Painted Pavement Markings:**

**102-10.2.1 General:** Use painted pavement markings meeting the requirements of Section 710. Use standard paint unless otherwise identified in the Plans or approved by the Engineer.

### **102-10.3 Removable Tape:**

**102-10.3.1 Application:** Apply removable tape with a mechanical applicator to provide pavement lines that are neat, accurate and uniform. Equip the mechanical applicator with a film cut-off device and with measuring devices that automatically and accumulatively measure the length of each line placed within an accuracy tolerance of plus or minus 2%. Ensure removable tape adheres to the road surface. Removable tape may be placed by hand on short sections, 500 feet or less, if it is done in a neat accurate manner.

**102-10.3.2 Retroreflectivity:** Apply white and yellow removable tape pavement markings that will attain an initial retroreflectivity of not less than 300 mcd/m<sup>2</sup>/lx for white and

not less than 250 mcd/m<sup>2</sup>/lx for yellow markings. Black portions of contrast tapes and black masking tapes must have a retroreflectance of less than 20 mcd/m<sup>2</sup>/lx.

Measure, record and certify on the Department approved form and submit to the Engineer, the retroreflectivity of white and yellow removable tape pavement markings in accordance with FM 5-541, Part A.

**102-10.3.3 Removability:** Provide removable tape capable of being removed from bituminous concrete and portland cement concrete pavement intact or in substantially large strips after being in place for a minimum of 90 days, either manually or by a mechanical roll-up device, at temperatures above 40°F, without the use of heat, solvents, grinding or blasting.

**102-10.4 Temporary Raised Pavement Markers (RPMs):** Use Class B RPMs except for work that consists of ground-in rumble strips at centerline locations. For ground-in rumble strips at centerline locations, use temporary RPMs in accordance with Section 706. Install all markers in accordance with the manufacturer's recommendations, the Standard Plans, and Section 706. After initial installation, replace broken or missing temporary RPMs in locations where more than three consecutive temporary RPMs are broken or missing at no expense to the Department.

## **102-11 Method of Measurement.**

**102-11.1 General:** Devices installed/used on the project on any calendar day or portion thereof, within the Contract Time, including time extensions which may be granted, will be paid for at the Contract unit price for the applicable pay item. Include the cost of any work that is necessary to meet the requirements of the Contract Documents for MOT under Maintenance of Traffic, lump sum when separate payment is not provided.

**102-11.2 Traffic Control Officers:** The quantity to be paid for traffic control officers will be at the Contract unit price per hour (4 hour minimum) for the actual number of officers certified to be on the project site, including any law enforcement vehicles and all other direct and indirect costs. Payment will be made only for those traffic control officers specified in the Plans and authorized by the Engineer.

**102-11.3 Special Detours:** When a special detour is shown in the Plans, the work of constructing, maintaining, and subsequently removing such detour facilities will be paid for under Special Detour, lump sum. However, traffic control devices, warning devices, barriers, signing, pavement markings, and restoration to final configuration will be paid for under their respective pay items.

**102-11.4 Commercial Material for Driveway Maintenance:** The quantity to be paid for will be the certified volume, in cubic yards, of all materials authorized by the Engineer, acceptably placed and maintained for driveway maintenance. The volume, which is authorized to be reused, and which is acceptably salvaged, placed, and maintained in other designated driveways will be included again for payment. Commercial Material used for Temporary Openings will not be included for separate payment.

**102-11.5 Work Zone Signs:** The number of temporary post-mounted signs (temporary regulatory, warning and guide) certified as installed/used on the project will be paid for at the Contract unit price for work zone signs. When multiple signs are located on single or multiple posts, each sign panel will be paid individually. Signs greater than 20 square feet and detailed in the Plans will be paid for under Maintenance of Traffic, lump sum.

Temporary portable signs (excluding mesh signs) and vehicular mounted signs will be included for payment under work zone signs, only if used in accordance with the Standard Plans.

The number of temporary barrier mounted signs (temporary regulatory, warning and guide) certified as installed/used on the project will be paid for at the Contract unit price for barrier mounted work zone signs.

Work zone signs may be installed fourteen days prior to the start of Contract Time with the approval of the Engineer and at no additional cost to the Department.

**102-11.6. Business Signs:** The number of business signs certified as installed/used on the project will be paid for at the Contract unit price for business signs.

**102-11.7 Channelizing Devices:** The number of drums, vertical panels, and Type I, Type II, or direction indicator barricades, certified as installed/used on the project meeting the requirements of Standard Plans, Index 102-600 and have been properly maintained will be paid for at the Contract unit prices for channelizing device.

Payment for drums, vertical panels, and Type I, Type II, and direction indicator barricades will be paid per each per day.

Payment for vehicular LCDs will be paid as the length in feet installed divided by the device spacing for barricades, vertical panels, and drums and certified as installed/used on the project meeting the requirements of Standard Plans, Index 102-600 and have been properly maintained will be paid for at the Contract unit price for channelizing device.

Payment for pedestrian LCDs, certified as installed/used on the project and properly maintained, will be paid per linear foot per day. Placement of pedestrian LCDs at locations not shown in the TTCP, or not authorized by the Engineer, will be at the Contractor's expense. Payment for pedestrian LCD mounted signs will be made under Work Zone Signs.

Payment will not be made for channelizing devices unsatisfactorily maintained, as determined by the Engineer. Payment will be made for each channelizing device that is used to delineate trailer mounted devices. Payment will be made for channelizing devices delineating portable changeable message signs during the period beginning 14 working days before Contract Time begins as authorized by the Engineer.

**102-11.8 Temporary Barrier:** The quantity to be paid for will be the length, in feet, of freestanding units or anchored units certified as installed/used on the project. The quantity to be paid for relocating barrier will be based on the relocated installation type. No separate payment will be made for the asphalt pad. For freestanding units transitioned to a crash cushion, the cost of anchoring the transition units will be included in the cost of the temporary crash cushion in accordance with 102-11.11.

**102-11.9 Barrier Delineators:** No separate payment will be made for barrier delineators installed on top of temporary barrier. Include the cost for barrier delineators in the cost of the barrier.

**102-11.10 Temporary Glare Screen:** The certified quantity to be paid for will be determined by the number of sections times the nominal length of each section.

**102-11.11 Temporary Crash Cushions:** No separate payment will be made for the concrete or asphalt pad.

**102-11.11.1 Redirective:** The quantity to be paid for will be the number of temporary crash cushions (redirective) certified as installed/used and maintained on the project, including anchoring of temporary barrier necessary for transition to the crash cushion and delineation.

**102-11.11.2 Gating:** The quantity to be paid for will be the number of temporary crash cushions (gating) certified as installed/used and maintained on the project, including anchoring of temporary barrier necessary for transition to the crash cushion and delineation.

**102-11.12 Temporary Guardrail:** The quantity to be paid for will be the length, in feet, of temporary guardrail constructed and certified as installed/used on the project. The length of a run of guardrail will be determined as a multiple of the nominal panel lengths.

**102-11.13 Arrow Board:** The quantity to be paid at the contract unit price will be for the number of arrow boards certified as installed/used on the project on any calendar day or portion thereof within the Contract Time. Payment will be made for up to two inactive days where the arrow board is used on the two days preceding and following the inactive days as authorized by the Engineer. Payment for additional days may be authorized by the Engineer due to inclement weather.

**102-11.14 Portable Changeable Message Sign:** The quantity to be paid at the Contract unit price will be for the number of PCMSs or truck mounted changeable message signs certified as installed/used on the project on any calendar day or portion thereof within the Contract Time. Payment will be made for each portable changeable message sign that is used during the period beginning 14 working days before Contract Time begins as authorized by the Engineer. Payment will be made for up to two inactive days where the portable changeable message sign is used on the two days preceding and following the inactive days as authorized by the Engineer. Payment for additional days may be authorized by the Engineer due to inclement weather.

**102-11.15 Portable Regulatory Signs:** The quantity to be paid for will be the number of portable regulatory signs certified as installed/used on the project on any calendar day or portion thereof within the Contract Time, will be paid for the Contract unit price for portable regulatory sign. Payment will be made for up to two inactive days where the portable regulatory sign is used on the two days preceding and following the inactive days as authorized by the Engineer. Payment for additional days may be authorized by the Engineer due to inclement weather.

**102-11.16 Radar Speed Display Unit:** The quantity to be paid for will be the number of radar speed display units certified as installed/used on the project on any calendar day or portion thereof within the Contract Time, will be paid for the Contract unit price for radar speed display unit. Payment will be made for up to two inactive days where the radar speed display unit is used on the two days preceding and following the inactive days as authorized by the Engineer. Payment for additional days may be authorized by the Engineer due to inclement weather.

**102-11.17 Temporary Signalization and Maintenance:** For existing intersections, the certified quantity to be paid for will be the number of signalized intersections per day for the full duration of the Contract. For temporary intersections, the certified quantity to be paid for will be the number of signalized intersections per day for the duration of the temporary intersection. No separate payment will be made for temporary signalization and maintenance at new intersections.

**102-11.18 Temporary Traffic Detection and Maintenance:** For existing intersections, the certified quantity to be paid for will be the number of signalized intersections per day beginning the day Contract Time begins and ending on the day the permanent detection is operational and the final lane configuration is in place. For temporary and new intersections, the certified quantity to be paid for will be the number of signalized intersections per day beginning the day the temporary detection is functional and ending the day the permanent detection is operational and the final lane configuration is in place for a new intersection; or, when the detection is removed for a temporary intersection.

**102-11.19 Existing ITS Maintenance:** For existing ITS locations, the certified quantity to be paid for will be the number of calendar days from Contract Time start to Final Acceptance.

**102-11.20 Work Zone Pavement Markings:** Painted pavement markings will be paid as specified in 710-10. The quantity of removable tape to be paid for solid, 10'-30' skip, 3'-9'

dotted, 6'-10' dotted, and 2'-4' dotted lines will be the length, in gross miles, authorized and acceptably applied under this Section and certified as installed/used on the project. The quantity of removable tape to be paid for transverse lines will be the length, in linear feet, authorized and acceptably applied under this Section and certified as installed/used on the project. The quantity of removable tape to be paid for pavement messages, symbols, and arrows will be per each, authorized and acceptably applied under this Section and certified as installed/used on the project. The quantity of temporary RPMs to be paid will be the number of RPMs authorized and acceptably applied and certified as installed/used on the project. Payment for removing conflicting pavement markings (paint, tape, thermoplastic, raised pavement markers, etc.) will be included in Maintenance of Traffic, lump sum.

**102-11.21 Temporary Raised Rumble Strips:** The quantity to be paid for will be the number of calendar days, or portions thereof, that temporary raised rumble strips are certified as installed/used on the project within the Contract Time. No adjustment will be made to the per day measurement for the number of strips or sets used, or for the number of times the sets are relocated.

**102-11.22 Temporary Lane Separator:** The quantity to be paid for will be the field measure, in feet, of temporary lane separator certified as installed/used on the project, including drainage gaps, completed and accepted. The cost of any pavement repairs due to removal is included in the cost of Maintenance of Traffic, lump sum.

**102-11.23 Temporary Signals for Lane Closures on Two-Lane, Two-Way Roadways:** The quantity to be paid for will be the number of temporary signals per day installed/used at the locations shown in the TTCP. Temporary signals installed/used at the Contractor's option as an alternative to flaggers will be included in Maintenance of Traffic, lump sum.

**102-11.24 Temporary Highway Lighting:** When temporary highway lighting is required by the Plans, the work of constructing, maintaining, and removing the temporary highway lighting, including all materials and any necessary design work, will be paid for under temporary highway lighting, lump sum.

**102-11.25 Pedestrian or Bicycle Special Detours:** When a pedestrian or bicycle special detour is shown in the Plans, the work of constructing, maintaining, and subsequently removing such detour facilities will be paid for under pedestrian or bicycle special detour, lump sum. However, traffic control devices, warning devices, barriers, signing, pavement markings, and pedestrian escort operations, restoration to final configuration will be paid for under their respective pay items.

**102-11.26 Type III Barricades:** The number of type III barricades certified as installed/used on the project will be paid for at the Contract unit price for type III barricades.

**102-11.27 Limited Access Temporary Openings:** Include all construction, maintenance, removal, and restoration costs of temporary openings in Maintenance of Traffic, lump sum. No separate payment will be made for commercial material, gates, or fence.

**102-11.28 Pedestrian Escort Operation:** The quantity to be paid for will be at the Contract unit price per hour for the actual number of pedestrian flaggers and pedestrian escorts certified to be on the project site. Payment will be made only for those pedestrian flagger and escorts as specified in the Plans and authorized by the Engineer.

## **102-12 Submittals.**

**102-12.1 Submittal Instructions:** Prepare a certification of quantities, using the Department's current approved form, for certified MOT payment items for each project in the

Contract. Submit the certification of quantities to the Engineer. The Department will not pay for any disputed items until the Engineer approves the certification of quantities.

**102-12.2 Contractor's Certification of Quantities:** Request payment by submitting a certification of quantities no later than Twelve O'clock noon Monday after the estimate cut-off date or as directed by the Engineer, based on the amount of work done or completed. Ensure the certification consists of the following:

1. Contract Number, FPID Number, Certification Number, Certification Date and the period that the certification represents.

2. The basis for arriving at the amount of the progress certification, less payments previously made and less an amount previously retained or withheld. The basis will include a detail breakdown provided on the certification of items of payment in accordance with the Basis of Payment. After the initial setup of the MOT items and counts, the interval for recording the counts will be made weekly on the certification sheet unless there is a change. This change will be documented on the day of occurrence. Some items may necessitate a daily interval of recording the counts.

### **102-13 Basis of Payment.**

**102-13.1 Maintenance of Traffic (General Work):** When an item of work is included in the proposal, price and payment will be full compensation for all work and costs specified under this Section except as may be specifically covered for payment under other items.

**102-13.2 Traffic Control Officers:** Price and payment will be full compensation for the services of the traffic control officers.

**102-13.3 Special Detours:** Price and payment will be full compensation for providing all detour facilities shown in the Plans and all costs incurred in carrying out all requirements of this Section for general MOT within the limits of the detour, as shown in the Plans.

**102-13.4 Commercial Materials for Driveway Maintenance:** Price and payment will be full compensation for all work and materials specified for this item, including specifically all required shaping and maintaining of driveways.

**102-13.5 Work Zone Signs:** Price and payment will be full compensation for all work and materials for furnishing signs, supports and necessary hardware, installation, relocating, maintaining, covering, and removing signs.

**102-13.6. Business Signs:** Price and payment will be full compensation for all materials and labor required for furnishing, installing, relocating, maintaining, and removing the signs as well as the cost of installing any logos provided by business owners.

**102-13.7 Channelizing Devices:** Prices and payment will be full compensation for furnishing, installing, relocating, maintaining and removing the channelizing devices.

**102-13.8 Temporary Barrier:** Price and payment will be full compensation for furnishing, installing, maintaining, and removing the barrier and asphalt pad. When called for, temporary barrier (relocate) will be full compensation for relocating the barrier.

**102-13.9 Temporary Glare Screen:** Price and payment will be full compensation for furnishing, installing, maintaining, and removing the glare screen certified as installed/used on the project. When called for, glare screen (relocate) will be full compensation for relocating the glare screen.

**102-13.10 Temporary Crash Cushion (Redirective or Gating):** Price and payment will be full compensation for furnishing, installing, maintaining, and removing crash cushions, object markers, and concrete or asphalt pads.

**102-13.11 Temporary Guardrail:** Price and payment will be full compensation for furnishing all materials required for a complete installation, including end anchorage assemblies and any end connections to other structures and for installing, maintaining and removing guardrail.

**102-13.12 Arrow Board:** Price and payment will be full compensation for furnishing, installing, operating, relocating, maintaining and removing arrow boards.

**102-13.13 Portable Changeable Message Sign:** Price and payment will be full compensation for furnishing, installing, operating, relocating, maintaining and removing portable changeable message signs.

**102-13.14 Portable Regulatory Signs:** Price and payment will be full compensation for furnishing, installing, relocating, operating, maintaining and removing a completely functioning system as described in these Specifications.

Payment will include all labor, materials, incidentals, repairs and any actions necessary to operate and maintain the unit at all times that work is being performed or traffic is being affected by construction and/or MOT operations.

**102-13.15 Radar Speed Display Unit:** Price and payment will be made only for a completely functioning system as described in these Specifications. Payment will include all labor, hardware, accessories, signs, and incidental items necessary for a complete system. Payment will include any measurements needed to ensure that the unit conforms to all Specification requirements.

Payment will include all labor, materials, incidentals, repairs and any actions necessary to operate and maintain the unit at all times that work is being performed or traffic is being affected by construction and MOT operations. Price and payment will be full compensation for furnishing, installing, operating, relocating, maintaining and removing radar speed display unit.

**102-13.16 Temporary Signalization and Maintenance:** Price and payment will constitute full compensation for furnishing, installing, operating, maintaining and removing temporary traffic control signals including all equipment and components necessary to provide an operable traffic signal. Payment will be withheld for each day at each intersection where the temporary signalization is not operational within 12 hours after notification.

**102-13.17 Temporary Traffic Detection and Maintenance:** Price and payment will constitute full compensation for furnishing, installing, operating, maintaining and removing temporary traffic detection including all equipment and components necessary to provide an acceptable signalized intersection. Take ownership of all equipment and components. Payment will be withheld for each day at each intersection where the temporary detection is not operational within 12 hours after notification.

**102-13.18 Existing ITS Maintenance:** Price and payment will constitute full compensation for diagnosing, troubleshooting, configuring, installing, operating, maintaining, and removing existing ITS devices including all auxiliary equipment and device components. Payment will be withheld for each day where the ITS device is not operational within the allowable downtime, beginning at the time of notification. Payment will not be withheld for days of delay when the Department or Maintaining Agency is unable to furnish the replacement ITS device to the Contractor.

**102-13.19 Work Zone Pavement Markings:** Price and payment will be full compensation for all work specified including, all cleaning and preparing of surfaces, furnishing of all materials, application, curing and protection of all items, protection of traffic, furnishing of

all tools, machines and equipment, and all incidentals necessary to complete the work. Final payment will be withheld until all deficiencies are corrected.

Removable tape or durable paint may be substituted for standard paint at no additional cost to the Department.

Payment for temporary RPMs used to supplement line markings will be paid for under temporary raised pavement markers. Install these RPMs as detailed in the Standard Plans.

**102-13.20 Temporary Raised Rumble Strips:** Price and payment will be full compensation for all work and materials described in this Section, including all cleaning and preparing of surfaces, disposal of all debris, furnishing of all materials, application, curing, removal, reinstalling and protection of all items, protection of traffic, furnishing of all tools, machines and equipment, and all incidentals necessary to complete the work.

**102-13.21 Temporary Lane Separator:** Price and payment will be full compensation for all work specified in this Section.

**102-13.22 Temporary Signals for Lane Closures on Two-Lane, Two-Way Roadways:** Price and payment will be full compensation for furnishing, installing, operating, maintaining and removing temporary traffic signal including all equipment and components necessary to provide an operable portable traffic signal.

**102-13.23 Temporary Highway Lighting:** Price and payment will be full compensation for providing all temporary highway lighting shown in the Plans.

**102-13.24 Pedestrian or Bicycle Special Detours:** Price and payment will be full compensation for providing all pedestrian or bicycle special detours shown in the Plans.

**102-13.25 Type III Barricades:** Prices and payment will be full compensation for furnishing, installing, relocating, maintaining and removing the type III barricades.

**102-13.26 Pedestrian Escort Operation:** Price and payment will be full compensation based on the number of hours the flaggers and escorts are utilized.

**102-13.27 Payment Items:** Payment will be made under:

- Item No. 102- 1- Maintenance of Traffic - lump sum.
- Item No. 102- 2- Special Detour - lump sum.
- Item No. 102- 3- Commercial Material for Driveway Maintenance - per cubic yard.
- Item No. 102- 4- Pedestrian or Bicycle Special Detour - lump sum.
- Item No. 102- 5- Pedestrian Escort/Flagger – per hour.
- Item No. 102- 14- Traffic Control Officer - per hour.
- Item No. 102- 30- Temporary Highway Lighting - lump sum.
- Item No. 102- 60- Work Zone Sign - per each per day.
- Item No. 102- 61- Business Sign - each.
- Item No. 102- 62- Barrier Mounted Work Zone Sign – per each per day
- Item No. 102- 71- Temporary Barrier - per foot.
- Item No. 102- 75- Temporary Lane Separator - per foot
- Item No. 102- 73- Temporary Guardrail - per foot.
- Item No. 102- 74- Channelizing Devices
- Item No. 102- 76- Arrow Board - per each per day.
- Item No. 102- 78- Temporary Raised Pavement Markers - each.
- Item No. 102- 81- Temporary Crash Cushion, Gating - per location.
- Item No. 102- 89- Temporary Crash Cushion, Redirective - per location.
- Item No. 102- 94- Glare Screen - per foot.

Item No. 102- 99-	Portable Changeable Message Sign - per each per day.
Item No. 102-104-	Temporary Signalization and Maintenance - per intersection per day.
Item No. 102-107-	Temporary Traffic Detection and Maintenance - per intersection per day.
Item No. 102-112-	Existing ITS Maintenance – per day
Item No. 102-115-	Type III Barricade - per each per day.
Item No. 102-120-	Temporary Signal for Lane Closures on Two-Lane, Two-Way Roadways – per each per day.
Item No. 102-150-	Portable Regulatory Sign - per each per day.
Item No. 102-150-	Radar Speed Display Unit - per each per day.
Item No. 102-909-	Temporary Raised Rumble Strips - per day.
Item No. 102-913-	Removable Tape.
Item No. 710-	Painted Pavement Markings.
Item No. 711-	Thermoplastic Pavement Markings.

**SECTION 104  
PREVENTION, CONTROL, AND ABATEMENT OF  
EROSION AND WATER POLLUTION**

**104-1 Description.**

Provide erosion control measures where work is accomplished in conjunction with the project, to prevent erosion, pollution of water, detrimental effects to public or private property adjacent to the project right-of-way and damage to work on the project.

**104-2 General.**

Coordinate the installation of temporary erosion control devices with the construction of the permanent erosion control devices to ensure economical, effective, and continuous control of erosion and water pollution throughout the life of the Contract.

**104-3 Control of Contractor’s Operations Which May Result in Water Pollution.**

Prevent contaminants, pollutants or hazardous substances, as defined in Section 376.301, Florida Statutes, from migrating from the construction site or from materials and equipment into any surface waters, wetlands, groundwater or property beyond the project limits. Conduct and schedule operations to avoid and minimize pollution or siltation from the project to surface waters, wetlands, groundwater, or property beyond the project limits.

Do not drive in, operate, or place construction equipment or materials in surface waters, wetlands, groundwater, or property beyond the project limits without permitted authority for permanent or temporary impacts. Water crossings or other wetlands impacts must be authorized by permit. Obstructing or impeding the water flow or movement of the water or wildlife must be authorized by permit.

Where pumps are used to remove highly turbid waters from enclosed construction areas such as cofferdams or forms, treat the water by one or more of the following methods prior to discharge from the project: pumping into grassed swales or appropriate upland vegetated areas or constructed sediment basins, or confined by an appropriate enclosure such as turbidity barriers when other methods are not practical. Do not discharge, water that does not meet State water quality standards or does not meet the criteria specified in any applicable permit.

Remove sediment accumulated during construction from all existing or newly constructed stormwater facilities prior to final acceptance. Ensure that all stormwater conveyances and stormwater facilities meet final grade requirements at final acceptance. Remove silt or regrade as necessary to comply with the lines and grades shown in the Plans.

Do not enter onto lands or waters outside the limits of construction as staked, except as authorized by the Engineer. Do not allow water that does not meet state water quality standards or does not meet the permitted criteria to exit the project limits.

Obtain the Engineer’s approval for the location and method of operation in borrow pits, material pits, and disposal areas furnished for waste material from the project (other than commercially operated sources) such that erosion during and after completion of the work will not result in detrimental siltation or water pollution.

**104-4 Materials for Temporary Erosion Control.**

Meet the following requirements:

- Temporary Sod.....Section 570
- Geotextile Materials\* .....Section 985

\*Use products listed on the Department's APL.

For materials that are part of the permanent work, meet the testing requirements of the applicable permanent materials.

For materials not part of the permanent work, no testing is required; acceptance will be based on visual inspection.

Use new or used materials for the construction of temporary silt fence, staked turbidity barriers, and floating turbidity barrier not to be incorporated into the completed project.

#### **104-5 Preconstruction Requirements.**

Prior to the Preconstruction Conference, submit a site-specific Stormwater Pollution Prevention Plan (SWPPP) and the associated Erosion and Sediment Control Plan meeting the requirements and special conditions of all permits authorizing project construction. If no permits are required or the approved permits do not contain special conditions or specifically address erosion and water pollution, the Contractor's site-specific Erosion and Sediment Control Plan will be governed by 7-1.1, 7-2.2, 7-8.1, 7-8.2, and Section 104.

When a NPDES Generic Permit for Stormwater Discharge from Large and Small Construction Activities permit (CGP) is required, the Contractor's SWPPP and the associated Erosion and Sediment Control Plan shall be prepared to accompany the Department's Stormwater Runoff Control Concept. The SWPPP and Erosion and Sediment Control Plan must meet all of the requirement of the NPDES CGP, specifically Part 4. Do not begin any soil disturbing activities before receiving the Engineer's written acknowledgement of the SWPPP and Erosion and Sediment Control Plan and the required signed certification statements.

Failure to sign and submit any required documents or certification statements will be considered a default of the Contract. Any soil disturbing activities performed without the required signed documents or certification statements is considered a violation of the NPDES CGP.

Prepare a site-specific SWPPP and the associated Erosion and Sediment Control Plan in accordance with the planned sequence of operations and present it in a format acceptable to the Department. The SWPPP and Erosion and Sediment Control Plan shall include, but not be limited to, the following items or activities:

1. For each phase of construction operations or activities, supply the following information:

- a. A Site Plan with locations of all erosion control devices best management practices
- b. Types of all erosion control devices
- c. Estimated time erosion control devices will be in operation
- d. Monitoring schedules for maintenance of erosion control devices
- e. Methods of maintaining erosion control devices
- f. Dewatering plan
- g. Locations of all stored fuel or other petroleum products, pollutants, chemicals, concrete washouts, sanitary waste, or other hazardous waste
- h. Spill prevention and response measures and disposal and removal methods
- i. Submit any changes to the Erosion and Sediment Control Plan within seven calendar days

2. The name and telephone number of the person responsible for monitoring and maintaining the erosion control devices.

Do not begin construction activities until the SWPPP and the associated Erosion and Sediment Control Plan receives written acknowledgement from the Engineer.

#### **104-6 Construction Requirements.**

**104-6.1 Limitation of Exposure of Erodible Earth:** Do not allow the surface area of erodible earth that clearing and grubbing operations, excavation and filling operations, or other earth disturbing activities to exceed 750,000 square feet without specific prior written approval by the Engineer. This limitation applies separately to clearing and grubbing operations and excavation and filling operations.

The Engineer may further limit the surface areas of unprotected erodible earth exposed by the construction operation and may direct the Contractor to provide additional erosion or pollution control measures to prevent contamination of any surface waters, wetlands, or groundwater or to prevent detrimental effects on property outside the project limits or damage to the project.

**104-6.2 Incorporation of Erosion and Sediment Control Devices:** Incorporate permanent erosion and sediment control devices into the project at the earliest practical time. Complete the installation of temporary erosion and sediment control devices prior to the commencement of any earth disturbing activities. Use temporary erosion and sediment control devices found in the State of Florida Erosion and Sediment Control Designer and Reviewer Manual (E&SC Manual) to control erosion and sediment generated by construction operations, to correct unforeseen conditions during construction, and to control erosion and sediment prior to the incorporation of permanent erosion and sediment control devices. An electronic version of the E&SC Manual can be found at the following URL:

<https://www.fdot.gov/programmanagement/Implemented/URLinSpecs/FLerosionSedimentManual.shtm>.

**104-6.3 Scheduling of Successive Operations:** Schedule operations such that the area of unprotected erodible earth exposed at any one time is not larger than the minimum area necessary for efficient construction operations, and the duration of exposure of uncompleted construction to the elements is as short as practicable.

Schedule and perform clearing and grubbing such that grading operations can be incorporated immediately thereafter. Schedule and perform grading operations so that permanent erosion control devices can follow immediately thereafter if conditions on the project permit.

#### **104-6.4 Details for Temporary Erosion and Sediment Control Devices:**

**104-6.4.1 General:** Use temporary erosion, sediment and water pollution control devices found in the E&SC Manual. These devices consist of, but are not limited to, temporary sod, rolled erosion control products, sediment containment systems, runoff control structures, sediment barriers, inlet protection systems, silt fences, turbidity barriers, and chemical treatment. For design details for some of these devices, refer to the E&SC Manual. Perform installation, inspection, maintenance, and removal of all temporary erosion and sediment control devices in accordance with applicable permits, manufacturer's directions, and the Contract Documents.

**104-6.4.2 Temporary Sod:** The Engineer may designate certain areas of sod constructed in accordance with Section 570, as a temporary erosion control device. Do not use seed as a temporary erosion control device. The Engineer may waive the turf establishment requirements of Section 570 for areas of temporary sod that will not be a part of the permanent construction.

**104-6.4.3 Runoff Control Structures:** Construct runoff control structures in accordance with the details shown in the Contract Documents.

**104-6.4.4 Sediment Containment Systems:** Construct sediment containment systems in accordance with the details shown in the Contract Documents. Clean out sediment containment systems as necessary in accordance with the Contract Documents.

**104-6.4.5 Sediment Barriers:** Provide and install sediment barriers according to details shown in the Contract Documents or as directed by the Engineer to protect against downstream accumulation of sediment. Sediment Barriers include, but are not limited to synthetic bales, silt fence, fiber logs and geosynthetic barriers. Reusable barriers that have had sediment deposits removed may be reinstalled on the project as approved by the Engineer.

**104-6.4.6 Silt Fence:**

**104-6.4.6.1 General:** Furnish, install, maintain, and remove silt fences, in accordance with the applicable permits, the manufacturer's directions, and the Contract Documents.

**104-6.4.6.2 Materials and Installation:** Use a geotextile material made from woven or nonwoven fabric, meeting the physical requirements of Section 985 according to those applications for erosion control.

Choose the type and size of posts and wire mesh reinforcement (if required). Do not use products which have a separate layer of plastic mesh or netting. Provide a durable and effective silt fence that controls sediment in accordance with the Contract Documents.

Erect silt fence at upland locations and at temporary locations shown in the Contract Documents or where continuous construction activities change the natural contour and drainage runoff. Do not attach silt fence to existing trees unless approved by the Engineer.

**104-6.4.6.3 Inspection and Maintenance:** Inspect all silt fences in accordance with any applicable permit. If the project does not have a permit, inspect within 24 hours after each rain event and at least daily during prolonged rainfall. Immediately correct any deficiencies. In addition, make a daily review of the location of silt fences in areas where construction activities have changed the natural contour and drainage runoff to ensure that the silt fences are properly located for effectiveness. Where deficiencies exist, repair or replace silt fences in accordance with the Contract Documents or as directed by the Engineer.

Remove sediment deposits when the deposit reaches approximately 1/2 the height of the silt fence or as directed by the Engineer. Shape any remaining sediment deposits to conform with the finished grade and prepare the area for turf in accordance with Section 570.

**104-6.4.7 Floating Turbidity Barriers and Staked Turbidity Barriers:** Furnish, install, maintain, and remove floating turbidity barriers in accordance with the applicable permits, the manufacturer's directions, and the Contract Documents. The Contractor may need to deploy turbidity barriers around isolated areas of concern (such as, seagrass beds, coral communities) both within as well as outside the project limits. The Engineer will identify such areas. Place the barriers prior to the commencement of any work that could impact the area of concern. Ensure that the type of barrier used and the deployment and maintenance of the barrier will minimize dispersion of turbid waters from the project. The Engineer may approve alternate methods or materials.

Install and maintain turbidity barriers to avoid or minimize the degradation of the water quality of the surrounding waters and minimize damage to areas where the floating barriers are installed.

**104-6.4.8 Inlet Protection System:** Furnish and install inlet protection systems as shown in the Contract Documents.

**104-6.4.9 Rolled Erosion Control Products (RECPs):**

**104-6.4.9.1 General:** Install RECPs in locations where temporary protection from erosion is needed. Two common applications are described below.

1. Use RECPs composed of natural or synthetic fiber mats, plastic sheeting, or netting as protection against erosion, when directed by the Engineer, during temporary pauses in construction caused by inclement weather or other circumstances. Remove the material when construction resumes.

2. Use RECPs as erosion control blankets, at locations shown in the Plans, to facilitate plant growth while permanent grassing is being established. For the purpose described, use non-toxic, biodegradable, natural or synthetic woven fiber mats. Leave the material in place, as installed, to biodegrade.

**104-6.4.10 Chemical Treatment:** Provide chemical treatment in accordance with the Contract Documents. Chemical treatment may be used to clarify turbid or sediment laden water that does not meet state water quality standards or to supplement other erosion and sediment control devices to aid in their performance. The contractor must provide the required toxicity testing information in accordance with the Contract Documents to the Engineer for review and acceptance prior to using any chemical treatment on the project site.

**104-6.5 Removal of Temporary Erosion Control Devices:** In general, remove or where applicable, incorporate into the soil any temporary erosion control devices upon incorporation of the permanent erosion control devices into the project. The Engineer may direct temporary devices to be left in place.

**104-7 Maintenance of Erosion and Sediment Control Devices.**

**104-7.1 General:** Provide routine maintenance of permanent and temporary erosion and sediment control devices, at no expense to the Department, until the project is complete and accepted. If reconstruction or replacement of erosion and sediment control devices is necessary due to the Contractor's negligence or carelessness or, in the case of temporary erosion and sediment control devices, improper installation, lack of maintenance, excessive wear, design-life exceedance or failure by the Contractor to install permanent erosion control devices as scheduled, the Contractor shall repair or replace such erosion control devices at no expense to the Department. If reconstruction of permanent or temporary erosion and sediment control devices is necessary due to factors beyond the control of the Contractor, the Department will pay for replacement under the appropriate Contract pay item or items.

Inspect all erosion and sediment control devices at least once every seven calendar days and within 24 hours of the end of a storm event that is 0.50 inches or greater. Maintain all erosion and sediment control devices as required by the Contractor's SWPPP and associated Erosion and Sediment Control Plan, and if applicable, as specified in the NPDES CGP.

**104-8 Protection During Suspension of Contract Time.**

Initiate stabilization measures within seven calendar days upon suspension of construction activities. If it is necessary to suspend the construction operations for any

appreciable length of time, shape the disturbed areas to facilitate stormwater runoff and construct earthen berms along the top edges of embankments to intercept stormwater runoff. Provide temporary slope drains in areas that are highly erodible to avoid pollution of surface waters, wetlands, groundwater, or property beyond the project limits. Locate slope drains at intervals of approximately 500 feet and stabilize by paving or covering with waterproof materials. Should such preventive measures fail, immediately take action as necessary to effectively prevent erosion and siltation. During suspension of operations, the Engineer may direct the Contractor to perform additional erosion and sediment control work as necessary.

#### **104-9 Method of Measurement.**

When separate items for temporary erosion control devices are included in the Contract, the quantities to be paid for will be:

1. the area, in square yards, of rolled erosion control products;
2. the length, in feet, of runoff control structures, measured along the surface of the work constructed;
3. the number of sediment containment systems constructed and accepted;
4. the number of sediment containment system cleanouts accomplished and accepted;
5. the length, in feet, of sediment barriers;
6. the length, in feet, of floating turbidity barrier;
7. the length, in feet, of staked turbidity barrier;
8. the number of inlet protection systems, for existing inlets;
9. the area, in square yards, of chemical treatment;
10. the number of floc logs or drums of product for chemical treatment;

Upon acceptance by the Engineer, the quantity of floating turbidity barriers, sediment barriers, staked turbidity barriers, and inlet protection devices will be paid for regardless of whether materials are new, used, or relocated from a previous installation on the project. Protection of newly constructed inlets and drainage systems is incidental to their installation. No separate payment will be made for temporary erosion control devices used to protect newly constructed drainage systems.

#### **104-10 Basis of Payment.**

Prices and payments will be full compensation for all work specified in this Section, including phased installation and routine maintenance of temporary erosion control devices throughout the life of the Contract.

Any additional costs resulting from compliance with the requirements of this Section, other than construction, routine maintenance, and removal of temporary erosion control devices, will be included in the Contract unit prices for the item or items to which such costs are related. Temporary sod used as a temporary erosion control device in accordance with 104-6.4.2 will be paid for under Section 570.

Separate payment will not be made for the cost of constructing temporary earth berms along the edges of the roadways to prevent erosion during grading and subsequent operations. The Contractor shall include these costs in the Contract prices for grading items.

In case of repeated failure on the part of the Contractor to control erosion, pollution, or siltation, the Engineer reserves the right to employ outside assistance or to use the Department's own forces to provide the necessary corrective measures. Any such costs incurred, including

engineering costs, will be charged to the Contractor and appropriate deductions made from the monthly progress estimate.

Payment will be made under:

- Item No. 104- 1- Artificial Coverings/ Rolled Erosion Control Products - per square yard.
- Item No. 104- 6- Slope Drains (Temporary)/ Runoff Control Structures - per foot.
- Item No. 104- 7- Sediment Basins/ Containment Systems - each.
- Item No. 104- 9- Sediment Basin/ Containment system Cleanouts - each.
- Item No. 104- 10- Sediment Barriers - per foot
- Item No. 104- 11- Floating Turbidity Barrier - per foot.
- Item No. 104- 12- Staked Turbidity Barrier - per foot.
- Item No. 104- 18- Inlet Protection System - each.
- Item No. 104- 19- Chemical Treatment - per square yard.
- Item No. 104- 20- Chemical Treatment (floc logs, drums of product) - each.

## CLEARING CONSTRUCTION SITE

### SECTION 110 CLEARING AND GRUBBING

#### 110-1 Description.

Clear and grub within the areas shown in the Plans. Remove and dispose of all trees, stumps, roots and other such protruding objects, buildings, structures, appurtenances, existing flexible asphalt pavement, and other facilities necessary to prepare the area for the proposed construction. Remove and dispose of all product and debris not required to be salvaged or not required to complete the construction.

Perform miscellaneous work necessary for the complete preparation of the overall project site as specified in 110-10.

#### 110-2 Standard Clearing and Grubbing.

**110-2.1 Work Included:** Completely remove and dispose of all buildings, timber, brush, trees, stumps, roots, rubbish, debris, existing flexible pavement and base, drainage structures, culverts, and pipes. Remove all other obstructions resting on or protruding through the surface of the existing ground and the surface of excavated areas.

Perform standard clearing and grubbing within the following areas:

1. All areas where excavation is to be done, including borrow pits, lateral ditches, right-of-way ditches, etc.
2. If constructing over an existing road, remove existing asphalt pavement. If shown in the Contract Documents, remove existing pavement base.
3. All areas where roadway embankments will be constructed.
4. All areas where structures will be constructed, including pipe culverts and other pipe lines.

**110-2.2 Depths of Removal of Roots, Stumps, and Other Debris:** In all areas where excavation is to be performed, or roadway embankments are to be constructed, remove roots and other debris to a depth of 12 inches below the ground surface. Remove roots and other debris from all excavated material to be used in the construction of roadway embankment or roadway base. Plow the surface to a depth of at least 6 inches, and remove all roots thereby exposed to a depth of at least 12 inches. Completely remove and dispose of all stumps within the roadway right-of-way.

Remove all roots, etc., protruding through or appearing on the surface of the completed excavation within the roadway area and for structures, to a depth of at least 12 inches below the finished excavation surface.

Remove or cut off all stumps, roots, etc., below the surface of the completed excavation in borrow pits, material pits, and lateral ditches.

In borrow and material pits, do not perform any clearing or grubbing within 3 feet inside the right-of-way line.

Within all other areas where standard clearing and grubbing is to be performed, remove roots and other debris projecting through or appearing on the surface of the original ground to a depth of 12 inches below the surface, but do not plow or harrow these areas.

**110-2.3 Boulders:** Remove any boulders encountered in the roadway excavation (other than as permitted under the provisions of 120-7.2) or found on the surface of the ground. When approved by the Engineer place boulders in neat piles inside the right of way. The Contractor

may stockpile boulders encountered in Department-furnished borrow areas, which are not suitable for use in the embankment construction, within the borrow area.

**110-2.4 Asbestos Containing Materials (ACM) Not Identified Prior to the Work:**

When encountering or exposing any condition indicating the presence of asbestos, cease operations immediately in the vicinity and notify the Engineer, in accordance with 110-6.5.

**110-3 Selective Clearing and Grubbing.**

**110-3.1 General:** Remove and dispose of vegetation, obstructions, etc., as shown in the Plans. Provide acceptable fill material, and grade and compact holes or voids created by the removal of the stumps. Perform all selective clearing and grubbing in accordance with ANSI A300.

No staging, storing, stockpiling, parking or dumping will be allowed in selective clearing and grubbing areas. Only mechanical equipment related to selective clearing and grubbing activities will be allowed in selective clearing and grubbing areas. Protect trees to remain from trunk, branch and root damage.

**110-3.2 Protection of Plant Preservation Areas:** Areas to remain natural may be designated in the Plans. No clearing and grubbing, staging, storage, stockpiling, parking or dumping is allowed in these areas. Do not bring equipment into these areas.

**110-3.3 Tree Protection Barrier:** Construct a tree protection barrier in accordance with Standard Plans Index 110-100 and the Plans. Maintain barrier for duration of the Contract.

**110-3.4 Tree Root and Branch Pruning:** When pruning cuts or root pruning to existing trees are shown in the Plans, work is to be supervised on site by an International Society of Arboriculture (ISA) Certified Arborist and performed in accordance with ANSI A300.

**110-3.5 Tree Removal:** Remove trees as shown in the Plans.

**110-4 Protection of Property Remaining in Place.**

Protect property to remain in place in accordance with 7-11.

**110-5 Removal of Buildings.**

**110-5.1 Parts to be Removed:** Completely remove all parts of the buildings, including utilities, plumbing, foundations, floors, basements, steps, connecting concrete sidewalks or other pavement, septic tanks, and any other appurtenances, by any practical manner which is not detrimental to other property and improvements.

Remove utilities to the point of connection to the utility authority's cut-in. After removing the sewer connections to the point of cut-in, construct a concrete plug at the cut-in point, as directed by the Engineer, except where the utility owners may elect to perform their own plugging. Contact the appropriate utility companies prior to removal of any part of the building to ensure disconnection of services.

Submit demolition schedule 15 working days before beginning any demolition or renovation of a building.

**110-5.2 Removal by Others:** Where buildings within the area to be cleared and grubbed are so specified to be removed by others, remove and dispose of any foundations, curtain walls, concrete floors, basements or other foundation parts which might be left in place after such removal of buildings by others.

**110-6 Removal of Existing Bridges.**

**110-6.1 General:** The work under this Article includes bridges, as defined in 1-3.

Remove and dispose of the materials from existing bridges. Remove

1. those bridges and approach slabs, or portions of bridges, shown in the Plans to be removed,
2. those bridges and approach slabs, or portions of bridges, found within the limits of the area to be cleared and grubbed, and directed by the Engineer to be removed,
3. those bridges and approach slabs, or portion of bridges, which are necessary to be removed in order to complete the work, and
4. other appurtenances or obstructions which may be designated in the Contract Documents to be included as an item of payment for the work under this Article.

Submit schedule information and demolition plan for approval 15 working days before beginning any demolition or renovation of any structures.

#### **110-6.2 Method of Removal:**

**110-6.2.1 General:** Remove the structures in such a way so as to leave no obstructions to any proposed new bridge or to any waterways. Pull, cut off, or break off pilings to the requirements of the permit or other Contract Documents, or if not specified, not less than 2 feet below the finished graded surface. In the event that the Plans indicate channel excavation to be done by others, consider the finished graded surface as the limits of such excavation. For materials which are to remain the property of the Department or are to be salvaged for use in temporary bridges, avoid damage to such materials, and entirely remove all bolts, nails, etc. from timbers to be so salvaged. Mark structural steel members for identification as directed.

**110-6.2.2 Removal of Steel Members with Hazardous Coatings:** Submit to the Engineer for approval the “Contractor’s Lead in Construction Compliance Program”, QP2 certification from the Society for Protective Coatings (SSPC) from the firm actually removing and disposing of these steel members before any members are disturbed.

Vacuum power tool clean any coated steel member to bare metal as defined by SSPC-SP11 a minimum of 4 inches either side of any area to be heated (e.g. torch cutting, sawing, grinding, etc.) in accordance with 29 CFR 1926.354. Abrasive blasting is prohibited.

**110-6.3 Partial Removal of Bridges:** On concrete bridges to be partially removed and widened, remove concrete by manually or mechanically operated pavement breakers, by concrete saws, by chipping hammers, or by hydro-demolition methods. Do not use explosives. Where concrete is to be removed to neat lines, use concrete saws or hydro-demolition methods capable of providing a reasonably uniform cleavage face. If the equipment used will not provide a uniform cut without surface spalling, first score the outlines of the work with small trenches or grooves. For all demolition methods, submit for review and approval of the Engineer, a demolition plan that describes the method of removal, equipment to be used, types of rebar splices or couplers, and method of straightening or cutting rebar. In addition, for hydro-demolition, describe the method for control of water or slurry runoff and measures for safe containment of concrete fragments that are thrown out by the hydro-demolition machine.

**110-6.4 Authority of U.S. Coast Guard:** For bridges in navigable waters, when constructing the project under authority of a U.S. Coast Guard permit, the U.S. Coast Guard may inspect and approve the work to remove any existing bridges involved therein, prior to acceptance by the Department.

**110-6.5 Asbestos Containing Materials (ACM) Not Identified Prior to the Work:** When encountering or exposing any condition indicating the presence of asbestos, cease operations immediately in the vicinity and notify the Engineer.

Make every effort to minimize the disturbance of the ACM. Immediately provide provisions for the health and safety of all jobsite personnel and the public that may be exposed to

any ACM. Provisions shall meet all applicable Federal, State, and Local Rules and Regulations regarding potentially hazardous conditions due to ACM.

The Engineer will notify the District Contamination Impact Coordinator (DCIC) who will engage the services of the Department's Contamination Assessment/Remediation Contractor (CAR). Provide access to the potential contamination area. Preliminary investigation by the CAR Contractor will determine the course of action necessary for site security and the steps necessary to resolve the contamination issue.

The CAR Contractor will perform an asbestos survey to delineate the asbestos areas, and identify any staging or holding areas that will be needed for assessment or abatement of the asbestos material.

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

Coordinate with the CAR Contractor and Engineer to develop a work plan with projected completion dates for the final resolution of the contamination, in coordination with any regulatory agencies as appropriate. Use the work plan and schedule as a basis for planning the completion of all work efforts. The Engineer may grant Contract Time extensions according to the provisions of 8-7.3.2.

Cooperate with the CAR Contractor to expedite integration of the CAR Contractor's operations into the construction project. Adjustments to quantities or to Contract unit prices will be made according to work additions or reductions on the part of the Prime Contractor in accordance with 4-3.

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

#### **110-7 Removal of Existing Concrete.**

Remove and dispose of existing Portland cement concrete pavement, sidewalk, slope pavement, ditch pavement, curb, and curb and gutter, etc., where shown in the Plans.

Remove all gravity walls, noise/sound walls, retaining walls, MSE walls, perimeter walls, and roadway concrete barriers, where shown in the Plans. All ancillary elements of these concrete features being removed including, but not limited to, base, leveling pads, copings, reinforcing steel or straps, footings, edgedrains, etc, are incidental and included in the cost of the removal.

#### **110-8 Ownership of Materials.**

Except as may be otherwise specified in the Contract Documents, take ownership of all buildings, structures, appurtenances, and other materials removed and dispose of them in accordance with 110-9.

#### **110-9 Disposal of Materials.**

**110-9.1 General:** Either stack materials designated to remain the property of the Department in neat piles within the right-of-way, load onto the Department's vehicles, or deliver to location designated in the Plans.

Dispose of timber, stumps, brush, roots, rubbish, and other material resulting from clearing and grubbing in areas and by methods meeting the applicable requirements of all Federal, State and Local Rules and Regulations. Do not block waterways by the disposal of debris.

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

**110-9.2 Burning Debris:** Where burning of such materials is permitted, perform all such burning in accordance with the applicable Federal, State and Local rules and regulations. Perform all burning at locations where trees and shrubs adjacent to the cleared area will not be harmed.

**110-9.3 Timber and Crops:** The Contractor may sell any merchantable timber, fruit trees, and crops that are cleared under the operations of clearing and grubbing for his own benefit, subject to the provisions of 7-1.2, which may require that the timber, fruit trees, or crops be burned at or near the site of their removal, as directed by the Engineer. The Contractor is liable for any claims which may arise pursuant to the provisions of this Subarticle.

**110-9.4 Disposal of Treated Wood:** Treated wood must be handled and disposed of properly during removal. Treated wood should not be cut or otherwise mechanically altered in a manner that would generate dust or particles without proper respiratory and dermal protection. The treated wood must be disposed of in at least a lined solid waste facility or through recycling/reuse. Treated wood shall not be disposed by burning or placement in a construction and demolition (C&D) debris landfill.

**110-9.5 Hazardous Materials/Waste:** Handle, transport, and dispose of hazardous materials/waste in accordance with all Federal, State, and Local Rules and Regulations including, but not limited to, the following:

1. SSPC Guide 7
2. Federal Water Pollution Control Act, and
3. Resource Conservation and Recover Act (RCRA).

Accept responsibility for the collection, sampling, classification, packaging, labeling, accumulation time, storage, manifesting, transportation, treatment and disposal of hazardous materials/waste, both solid and liquid. Separate all solid and liquid waste and collect all liquids used at hygiene stations and handle as hazardous materials/waste. Obtain written approval from the Engineer for all hazardous materials/waste stabilization methods before implementation.

Obtain an EPA/FDEP Hazardous Waste Identification Number (EPA/FDEP ID Number) before transporting and/or disposal of any hazardous materials/waste.

List the Department as the generator for hazardous materials/waste resulting from removal or demolition of Department materials.

Submit the following for the Engineers' approval before transporting, treatment or disposal of any hazardous materials/waste:

1. Name, address and qualifications of the transporter,
2. Name, address and qualifications of the treatment facility,
3. Proposed treatment and/or disposal of all Hazardous Materials/Waste.
4. EPA/FDEP Hazardous Waste Identification Number Application Form.
5. Manifest forms.

Transport all hazardous materials/waste in accordance with applicable Federal, State, and Local Rules and Regulations including, but not limited to, the 40 CFR 263 Standards.

Submit all final Hazardous Materials/Waste manifest/bills of lading and certificates of disposal to the Engineer within 21 days of each shipment.

**110-9.5.1 Steel Members with Hazardous Coating:** Dispose of steel members with hazardous coating in one of the following manners:

1. Deliver the steel members and other hazardous waste to a licensed recycling or treatment facility capable of processing steel members with hazardous coating.
2. Deliver the steel members with hazardous coating to a site designated by the Engineer for use as an offshore artificial reef. Deliver any other hazardous materials/waste to a licensed hazardous materials/waste recycling treatment facility.

Dismantle and/or cut steel members to meet the required dimensions of the recycling facility, treatment facility or offshore artificial reef agency.

All compensation for the cost of removal and disposal of hazardous materials/waste will be included in the Cost of Removal of Existing Structures.

**110-9.5.2 Certification of Compliance:** Submit certification of Compliance from the firm actually removing and disposing of the hazardous materials/waste stipulating, the hazardous materials/waste has been handled, transported and disposed of in accordance with this Specification. The Certification of Compliance shall be attested to by a person having legal authority to bind the company.

Maintain all records required by this Specification and ensure these records are available to the Department upon request.

## **110-10 Miscellaneous Operations.**

**110-10.1 Water Wells Required to be Plugged:** Fill or plug all water wells within the right-of-way, including areas of borrow pits and lateral ditches, that are not to remain in service, in accordance with applicable Federal, State, and Local Rules and Regulations.

Cut off the casing of cased wells at least 12 inches below the existing surface or 12 inches below the elevation of the finished graded surface, whichever is lower. Water wells, as referred to herein, are defined either as artesian or non-artesian, as follows:

1. An artesian well is an artificial hole in the ground from which water supplies may be obtained and which penetrates any water-bearing rock, the water in which is raised to the surface by natural flow or which rises to an elevation above the top of the water-bearing bed. Artesian wells are further defined to include all holes drilled as a source of water that penetrate any water-bearing beds that are a part of the artesian water system of Florida, as determined by representatives of the applicable Water Management District.

2. A non-artesian (water-table) well is a well in which the source of water is an unconfined aquifer. The water in a non-artesian well does not rise above the source bed.

**110-10.2 Leveling Terrain:** Within the areas between the limits of construction and the outer limits of clearing and grubbing, fill all holes and other depressions, and cut down all mounds and ridges. Make the area of a sufficient uniform contour so that the Department's subsequent mowing and cutting operations are not hindered by irregularity of terrain. Perform this work regardless of whether the irregularities were the result of construction operations or existed originally.

**110-10.3 Mailboxes:** When the Contract Documents require furnishing and installing mailboxes, permit each owner to remove the existing mailbox. Work with the Local Postmaster to develop a method of temporary mail service for the period between removal and installation of the new mailboxes. Install the mailboxes in accordance with the Standard Plans.

## **110-11 Method of Measurement.**

**110-11.1 Clearing and Grubbing:** The quantity to be paid for will be the lump sum quantity.

**110-11.2 Selective Clearing and Grubbing:** The quantity to be paid will be the plan quantity area in acres designated for Selective Clearing and Grubbing. The quantity to be paid for Tree Protection Barrier will be the linear foot measurement as shown in the Plans. Tree Root, Branch Pruning, and Tree Removal will be paid per each tree. Tree Removal per each will not be used where Clearing and Grubbing or Selective Clearing and Grubbing per acre is used.

**110-11.3 Removal of Existing Bridges:** The quantity to be paid for will be the lump sum quantity or quantities for the specific structures, or portions of structures to be removed.

### **110-11.4 Removal of Existing Concrete:**

The quantity to be paid for will be the number of square yards of existing concrete elements, acceptably removed and disposed of, as specified. The quantity will be determined by actual measurement along the surface of the element before its removal. Measurements for appurtenances which have irregular surface configurations, such as curb and gutter, steps, and ditch pavement, will be the area as projected to an approximate horizontal plane. Where the removal of pavement areas is necessary only for the construction of box culverts, pipe culverts, storm sewers, inlets, manholes, etc., these areas will not be included in the measurements.

Area measurements for walls will be based on exposed vertical face measurements times the horizontal length of the wall.

**110-11.5 Plugging Water Wells:** The quantity to be paid for will be the number of water wells plugged, for each type of well (artesian or non-artesian).

**110-11.6 Mailboxes:** The quantity to be paid for will be the number of mailboxes acceptably furnished and installed.

**110-11.7 Delivery of Salvageable Material to the Department** The quantity to be paid for will be the Lump Sum quantity for delivery of salvageable materials to the Department, as indicated in the Plans.

**110-11.8 General:** In each case, except as provided below, where no item of separate payment for such work is included in the proposal, all costs of such work will be included in the various scheduled items in the Contract, or under specific items as specified herein below or elsewhere in the Contract.

## **110-12 Basis of Payment.**

### **110-12.1 Clearing and Grubbing:**

**110-12.1.1 Lump Sum Payment:** Price and payment will be full compensation for all clearing and grubbing required for the roadway right-of-way and for lateral ditches, channel changes, or other outfall areas, and any other clearing and grubbing indicated, or required for the construction of the entire project, including all necessary hauling, furnishing equipment, equipment operation, furnishing any areas required for disposal of debris, leveling of terrain and the landscaping work of trimming, etc.

Where construction easements are specified in the Plans and the limits of clearing and grubbing for such easements are dependent upon the final construction requirements, no adjustment will be made in the lump sum price and payment, either over or under, for variations from the limits of the easement defined in the Plans.

**110-12.1.2 When No Direct Payment is Provided:** When no item for clearing and grubbing is included in the proposal, the Contractor shall include the cost of any work of clearing and grubbing which is necessary for the proper construction of the project in the

Contract price for the structure or other item of work for which such clearing and grubbing is required. The Contractor shall include the cost of all clearing and grubbing which might be necessary in pits or areas from which base material is obtained in the Contract price for the base in which such material is used. The clearing and grubbing of areas for obtaining stabilizing materials, where required only for the purpose of obtaining materials for stabilizing, will not be paid for separately.

**110-12.2 Selective Clearing and Grubbing:** Price and payment will be full compensation for all selective clearing and grubbing, including all necessary hauling, furnishing equipment, Certified Arborist, equipment operation, furnishing any areas required for disposal of debris, leveling of terrain, root pruning and tree protection.

**110-12.3 Removal of Existing Bridges:** Price and payment will be full compensation for all work of removal and disposal of the designated bridges.

When direct payment for the removal of existing bridges is not provided in the proposal, the Contractor shall include the cost of removing all bridges in the Contract price for clearing and grubbing or, if no item of clearing and grubbing is included, in the compensation for the other items covering the new bridge being constructed.

**110-12.4 Removal of Existing Concrete:** Price and payment will be full compensation for performing and completing all the work of removal and satisfactory disposal.

When no separate item for this work is included, the Contractor shall include the costs of this work in the Contract price for the item of clearing and grubbing or for the pipe or other structure for which the concrete removal is required.

**110-12.5 Plugging Water Wells:** Price and payment will be full compensation for each type of well acceptably plugged.

If a water well requiring plugging is encountered and the Contract contains no price for plugging wells of that specific type, the plugging of such well will be paid for as unforeseeable work.

**110-12.6 Mailboxes:** Price and payment will be full compensation for all work and materials required, including supports and numbers.

**110-12.7 Delivery of Salvageable Material to the Department:** Price and payment will be full compensation for all work required for delivery of the materials to the Department.

**110-12.8 Payment Items:** Payment will be made under:

- Item No. 110- 1- Clearing and Grubbing - lump sum.
- Item No. 110- 2- Selective Clearing and Grubbing Area - acre.
- Item No. 110- 3- Removal of Existing Bridges - lump sum.
- Item No. 110- 4- Removal of Existing Concrete - per square yard.
- Item No. 110- 5- Plugging Water Wells (Artesian) - each.
- Item No. 110- 6- Plugging Water Wells (Non-Artesian) - each.
- Item No. 110- 7- Mailbox (Furnish and Install) - each.
- Item No. 110- 21 Tree Protection Barrier - per linear foot.
- Item No. 110- 22 Tree Root and Branch Pruning - per each tree.
- Item No. 110- 23 Tree Removal - per each tree.
- Item No. 110- 86- Delivery of Salvageable Material to FDOT - lump sum.

## EARTHWORK AND RELATED OPERATIONS

### SECTION 120 EXCAVATION AND EMBANKMENT

#### 120-1 Description.

**120-1.1 General:** Excavate and construct embankments as required for the roadway, ditches, channel changes and borrow material. Use suitable excavated material or authorized borrow to prepare subgrades and foundations. Construct embankments in accordance with Standard Plans, Index 120-001. Compact and dress excavated areas and embankments.

Meet the requirements of Section 110 for excavation of material for clearing and grubbing and Section 125 for excavation and backfilling of structures and pipe. Material displaced by the storm sewer or drainage structure system is not included in the earthwork quantities shown in the Contract Documents.

The existing surface may be a combination of the following:

1. The original unpaved ground line;
2. The bottom of the existing pavement;
3. The bottom of existing features removed by clearing and grubbing;
4. The bottom of the existing base, if the base is to be removed.

The finished graded surface includes the completed grades of side slopes, unpaved shoulders, and the bottom of the base for flexible or rigid pavement.

**120-1.2 Unidentified Areas of Contamination:** When encountering or exposing any abnormal condition indicating the presence of contaminated materials, cease operations immediately in the vicinity and notify the Engineer. The presence of tanks or barrels; discolored earth, metal, wood, ground water, etc.; visible fumes; abnormal odors; excessively hot earth; smoke; or other conditions that appear abnormal may indicate the presence of contaminated materials and must be treated with extreme caution.

Make every effort to minimize the spread of contamination into uncontaminated areas. Immediately provide for the health and safety of all workers at the job site and make provisions necessary for the health and safety of the public that may be exposed to any potentially hazardous conditions. Ensure provisions adhere to all applicable laws, rules or regulations covering potentially hazardous conditions and will be in a manner commensurate with the gravity of the conditions.

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

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

The CAR Contractor will maintain jurisdiction over activities inside any outlined contaminated areas and any associated staging holding areas. The CAR Contractor will be responsible for the health and safety of workers within the delineated areas. Provide continuous

access to these areas for the CAR Contractor and representatives of regulatory or enforcement agencies having jurisdiction.

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

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

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

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

**120-2.1 General:** The Department may classify excavation specified under this Section for payment as any of the following: regular excavation, subsoil excavation, lateral ditch excavation, and channel excavation.

If the proposal does not show subsoil excavation or lateral ditch excavation as separate items of payment, include such excavation under the item of regular excavation.

If the proposal shows lateral ditch excavation as a separate item of payment, but does not show channel excavation as a separate item of payment, include such excavation under the item of lateral ditch excavation. Otherwise, include channel excavation under the item of regular excavation.

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

**120-2.2.1 Roadway Excavation:** Roadway excavation consists of the excavation and the utilization or disposal of all materials necessary for the construction of the roadway, ditches, channel changes, etc., except for removal of existing pavement as defined in Section 110.

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

A Cost Savings Initiative Proposal (CSIP) submittal based on using borrow material from within the project limits will not be considered.

**120-2.3 Subsoil Excavation:** Subsoil excavation consists of the excavation and disposal of muck, clay, rock, or any other material that is unsuitable in its original position and that is excavated below the existing surface. For pond and ditches that identify the placement of a blanket material, the existing surface is template as the bottom of the blanket material. Subsoil excavation also consists of the excavation of all suitable material within the above limits as necessary to excavate the unsuitable material. Consider the limits of subsoil excavation indicated in the Plans as being particularly variable, in accordance with the field conditions actually encountered.

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

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

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

### **120-3 Preliminary Soils Investigations.**

When the Plans contain the results of a soil survey, do not assume such data is a guarantee of the depth, extent, or character of material present.

### **120-4 Removal of Unsuitable Materials and Existing Roads.**

**120-4.1 Subsoil Excavation:** Where muck, rock, clay, or other material within the limits of the roadway is unsuitable in its original position, excavate such material to the depths shown in the Plans as the removal limits or as indicated by the Engineer, and backfill with suitable material. Where the removal of plastic soils 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.

**120-4.2 Construction over Existing Old Road:** Where a new roadway is to be constructed over an old one, completely remove the existing flexible and Portland cement concrete pavement for the entire limits of the width and depth in accordance with Section 110. Compact disturbed material in accordance with Section 120 or 160, whichever material applies. If indicated in the Plans, remove the existing base in accordance with Section 110.

### **120-5 Disposal of Surplus and Unsuitable Material.**

**120-5.1 Ownership of Excavated Materials:** Dispose of surplus and excavated materials as shown in the Plans or, if the Plans do not indicate the method of disposal, take ownership of the materials and dispose of them outside the right-of-way.

**120-5.2 Disposal of Muck on Side Slopes:** As an exception to the provisions of 120-5.1, when approved by the Engineer, in rural undeveloped areas, the Contractor may place muck (A-8 material) on the slopes, or store it alongside the roadway, provided there is a clear distance of at least 6 feet between the roadway grading limits and the muck, and the Contractor dresses the muck to present a neat appearance. In addition, the Contractor may also dispose of this material by placing it on the slopes in developed areas where, in the opinion of the Engineer, this will result in an aesthetically pleasing appearance and will have no detrimental effect on the adjacent developments. Where the Engineer permits the disposal of muck or other unsuitable material inside the right-of-way limits, do not place such material in a manner which will impede the inflow or outfall of any channel or side ditches. The Engineer will determine the limits adjacent to channels within which such materials may be disposed.

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

of the subgrade in accordance with Section 160. If the construction sequence allows, incorporate all existing base material into the project as allowed by the Contract Documents.

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

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

## **120-6 Borrow.**

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

Prior to the purchase or use of any borrow pit materials, provide the Engineer with a written certification of borrow pit compliance meeting the requirements of Section 337.0262, Florida Statutes.

Do not provide borrow materials that are polluted as defined in Chapter 376 of the Florida Statutes (oil of any kind and in any form, gasoline, pesticides, ammonia, chlorine, and derivatives thereof, excluding liquefied petroleum gas) in concentrations above any local, State, or Federal standards.

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

**120-6.2 Furnishing of Borrow Areas:** To obtain the Engineer's approval to use an off-site construction activity area that involves excavation such as a borrow pit or local aggregate pit, request in writing, a review for cultural resources involvement. Send the request to the Division of Historical Resources (DHR), Department of State, State Historic Preservation Officer, Tallahassee, FL. As a minimum, include in the request the Project Identification Number, the County, a description of the property with Township, Range, Section, etc., the dimensions of the area to be affected, and a location map. Do not start any work at the off-site construction activity area prior to receiving clearance from the DHR that no additional research is warranted.

For certain locations, the DHR will require a Cultural Resources Assessment (CRA) Survey before approval can be granted. When this is required, secure professional archaeological services to complete an historical and archaeological survey report. Submit the report to the DHR and to the Department. The Engineer will determine final approval or rejection of off-site construction activity areas based on input from the DHR.

Before receiving approval or before use of borrow areas, obtain written clearance from the Engineer concerning compliance with the Federal Endangered Species Act and other Wildlife Regulations as specified in 7-1.4 and Section 4(f) of the USDOT Act as specified in 7-1.8.

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

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

the proposed borrow area and provide the necessary equipment along with an operator in order for the Engineer to investigate the borrow area. The Engineer will determine test locations, collect samples, and perform tests to investigate the proposed borrow area based on soil strata and required soil properties. The Engineer will approve use of materials from the proposed area based on test results and project requirements. Final acceptance of materials will be based on Point of Use Test as described in 6-1.2.4.

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

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

Do not excavate any part of a Contractor furnished borrow area which is less than 300 feet from the right-of-way of the project or any State Road until the Engineer has approved a plan for landscaping and restoring the disturbed area. Perform this landscaping and land restoration at no expense to the Department, prior to final acceptance of the project. Do not provide a borrow area closer than 25 feet to the right-of-way of any state road. In Department furnished borrow pits, do not excavate material within 5 feet of adjacent property lines.

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

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

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

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

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

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

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

**120-7.1 Use of Materials Excavated from the Roadway and Appurtenances:** 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.

**120-7.2 General Requirements for Embankment Materials:** Construct embankments of acceptable material including reclaimed asphalt pavement (RAP), recycled concrete aggregate (RCA) and Portland cement concrete rubble, but containing no muck, stumps, roots, brush, vegetable matter, rubbish, reinforcement bar or other material that does not compact into a suitable and enduring roadbed. Do not use RAP or RCA in the top 3 feet of slopes and shoulders that are to be grassed or have other type of vegetation established. Do not use RAP or RCA in stormwater management facility fill slopes or permitted wetland impact areas.

Remove all waste material designated as undesirable. Use material in embankment construction in accordance with Plans or as the Engineer directs.

Complete the embankment using maximum particle sizes (in any dimension) as follows:

1. In top 12 inches: 3-1/2 inches (in any dimension).
2. 12 to 24 inches: 6 inches (in any dimension).
3. 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 120-9.2.

When and where approved by the Engineer, the Contractor may place larger rocks (not to exceed 18 inches in any dimension) outside the 1:2 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. Construct grassed embankment areas in accordance with 120-9.2.5. Where constructing embankments adjacent to bridge end bents or abutments, do not place rock larger than 3-1/2 inches in diameter within 3 feet of the location of any end-bent piling.

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

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

**120-8.1 General:** Construct embankments in sections of not less than 300 feet in length or for the full length of the embankment. Do not construct another LOT over an untested LOT without the Engineer's approval in writing.

For construction of mainline pavement lanes, turn lanes, ramps, parking lots, concrete box culverts and retaining wall systems, a LOT is defined as a single lift of finished embankment not to exceed 500 feet.

For construction of shoulder-only areas, shared use paths, and sidewalks areas, a LOT is defined as a single lift of finished embankment not to exceed 2000 feet.

Isolated compaction operations will be considered as separate LOTs. For multiple phase construction, a LOT shall not extend beyond the limits of the phase.

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

**120-8.2.1 General:** Construct embankments to meet the compaction requirements in 120-9 and in accordance with the acceptance program requirements in 120-10.

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 using the dry fill method whenever normal dewatering equipment and methods can accomplish the needed dewatering.

**120-8.2.1.1 Maximum Compacted Lift Thickness Requirements:**

Construct the embankment in successive layers with lifts up to a maximum listed in Table 120-1 below based on the embankment material classification group.

Table 120-1			
Group	AASHTO Soil Class	Maximum Lift Thickness	Thick Lift Control Test Section Requirements
1	A-3	12 inches	Not Needed
	A-2-4 (No. 200 Sieve ≤ 15%)		
2	A-1	6 inches without Control Test Section	Maximum of 12 inches per 120-8.2.1.2
	A-2-4 (No. 200 Sieve > 15%)		
	A-2-5, A-2-6, A-2-7, A-4, A-5, A-6		
	A-7 (Liquid Limit < 50)		

**120-8.2.1.2 Thick Lift Requirements:**

For embankment materials classified as Group 2 in Table 120-1 above, the option to perform thick lift construction in successive layers of not more than 12 inches compacted thickness may be used after meeting the following requirements:

1. Notify the Engineer and obtain approval in writing prior to beginning construction of a test section. Demonstrate the possession and control of compacting equipment sufficient to achieve density required by 120-10.2 for the full depth of a thicker lift.
2. Construct a test section of the length of one full LOT of not less than 500 feet.
3. Perform five Quality Control (QC) tests at random locations within the test section.
  - a. All five QC tests and a Department Verification test must meet the density required by 120-10.2.
  - b. Identify the test section with the compaction effort and soil classification in the Department’s Earthwork Records System (ERS).
4. Obtain Engineer’s approval in writing for the compaction effort after completing a successful test section.

In case of a change in compaction effort or soil classification, failing QC test or when the QC tests cannot be verified, construct a new test section. The Contractor may elect to place material in 6 inches compacted thickness at any time. Construct all layers approximately parallel to the centerline profile of the road.

The Engineer reserves the right to terminate the Contractor’s use of thick lift construction. Whenever the Engineer determines that the Contractor is not achieving satisfactory results, revert to the 6-inch compacted lifts.

**120-8.2.1.3 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 on low swampy ground in accordance with 120-9.2.3.

**120-8.2.2 Placing in Unstable Areas:** When depositing fill material in water, or on 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 120-9.2.2.

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

**120-8.2.4 Placing Outside the Standard Minimum Slope:** The standard minimum slope is defined as the plane described by a one (vertical) to two (horizontal) slope downward from the roadway shoulder point or the gutter line, in accordance with Standard Plans, Index 120-001 and 120-002. Where material that is unsuitable for normal embankment construction is to be used in the embankment outside the standard minimum slope, 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.

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

**120-8.3.1 Method of Placing:** When the hydraulic method is used, as far as practicable, place all dredged material in its final position in the embankment by such method. Place and compact any dredged material that is reworked or moved and placed in its final position by any other method, as specified in 120-9.2. Baffles or any other form of construction may be used if 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 all voids. When placing fill on submerged land, construct dikes prior to beginning of dredging, and maintain the dikes throughout the dredging operation.

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

**120-8.3.3 Protection of Openings in Embankment:** Maintain 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 existing channel depth as before the construction of the embankment. Do not excavate or dredge any material within 200 feet of the toe of the proposed embankment.

### **120-8.4 Reclaimed Asphalt Pavement (RAP) Method:**

**120-8.4.1 General:** Use only RAP material stored at facilities with an approved Florida Department of Environmental Protection Stormwater permit or transferred directly from a milling project to the Department project. Certify the source if RAP material is from an identifiable Department project. Do not use RAP material in the following areas: construction areas that are below the seasonal high groundwater table elevation; MSE Wall backfill; underneath MSE Walls or the top 6 inches of embankment.

Prior to placement, submit documentation to the Engineer for his approval, outlining the proposed location of the RAP material.

**120-8.4.2 Soil and RAP Mixture:** Place the RAP material at the location and spread uniformly, using approved methods to obtain a maximum layer thickness of 4 inches. Mix this 4-inch maximum layer of RAP with a loose soil layer 8 to 10 inches thick. After mixing, meet all embankment utilization requirements of Standard Plans, Index 120-001 for the location used. The total RAP and other embankment material shall not exceed 12 inches per lift after mixing and compaction if the Contractor can demonstrate that the density of the mixture can be achieved. Perform mixing using rotary tillers or other equipment meeting the approval of the Engineer. The Engineer will determine the order in which to spread the two materials. Mix both materials to the full depth. Ensure that the finished layer will have the thickness and shape required by the typical section. Demonstrate the feasibility of this construction method by successfully completing a 500-foot long test section.

**120-8.4.3 Alternate Soil and RAP Layer Construction:** Construct soil in 6-inch to 12-inch compacted lifts and RAP in alternate layers with 6-inch maximum compacted lifts. Use soil with a minimum LBR value of 40 to prevent failure during compaction of the overlying RAP layer. Demonstrate the feasibility of this construction method by successfully completing a 500-foot long test section.

## **120-9 Compaction Requirements.**

**120-9.1 Moisture Content:** Compact the materials at a moisture content such that the specified density can be attained. If necessary to attain the specified density, add water to the material, or lower the moisture content by manipulating the material or allowing it to dry, as is appropriate.

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

**120-9.2.1 General:** Uniformly compact each layer, using equipment that will achieve the required density, and as compaction operations progress, shape and manipulate each layer as necessary to ensure uniform density throughout the embankment.

**120-9.2.2 Compaction Over Unstable Foundations:** Where the embankment material is deposited in water or on low swampy ground, and in a layer thicker than 12 inches (as provided in 120-8.2.2), compact the top 6 inches (compacted thickness) of such layer to the density as specified in 120-10.2.

**120-9.2.3 Compaction Where Plastic Material Has Been Removed:** Where unsuitable material is removed and the remaining surface is of the A-4, A-5, A-6, or A-7 Soil Groups (see AASHTO M 145), 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.

**120-9.2.4 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 needed for planting.

**120-9.2.5 Compaction of Grassed Embankment Areas:** Do not compact the outer layers of any embankments where plant growth will be established. Leave this layer in a loose condition to a minimum depth of 6 inches for the subsequent seeding or planting

operations. Do not place RAP or RAP blended material within the top 12 inches of areas to be grassed.

**120-9.3 Compaction for Pipes, Culverts, etc.:** Compact the backfill of trenches to the densities specified for embankment or subgrade, as applicable, and in accordance with the requirements of 125-9.2.

Thoroughly compact embankments over and around pipes, culverts, and bridges in a manner which will not place undue stress on the structures, and in accordance with the requirements of 125-9.2.

**120-9.4 Compaction of Subgrade:** If the Plans do not provide for stabilizing, compact the subgrade in both cuts and fills, to the density specified in 120-10.2. For cut areas, determine Standard Proctor Maximum Density in accordance with FM 1-T099 at a frequency of one per mile or when there is a change in soil type, whichever occurs first. For undisturbed soils, do not apply density requirements where constructing 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.

## 120-10 Acceptance Program.

### 120-10.1 General Requirements:

**120-10.1.1 Equipment Comparison:** Before initial production, perform an initial three-way density gauge comparison with Verification and Independent Assurance (IA) gauges to validate QC and Verification gauges. When comparing the wet density between two density gauges, three sets of calculations must be performed (IA to QC, IA to Verification, and QC to Verification) within the same test hole and same test depth. Ensure that the difference between any two wet densities does not exceed the tolerances listed in Table 120-2. Repair, calibrate, or replace any gauge that does not compare favorably with the IA gauge.

Condition	Comparison Type	Manufacturer	Tolerance
<b>Condition 1:</b> When both gauges in the comparison are Nuclear Density Gauges (NDG)	NDG to NDG	Same Manufacturer	2 lb/ft <sup>3</sup>
	NDG to NDG	Different Manufacturer	3 lb/ft <sup>3</sup>
<b>Condition 2:</b> When one of the gauges in the comparison is a Low-Activity Nuclear Density Gauge (L-NDG)	L-NDG to L-NDG	Same Manufacturer	2 lb/ft <sup>3</sup>
	L-NDG to L-NDG	Different Manufacturer	3 lb/ft <sup>3</sup>
	NDG to L-NDG	Same/Different Manufacturer	

Ensure the equipment intended to determine the moisture content of soils by Speedy moisture tester in accordance with FM 5-507 has been calibrated and visually inspected by the Engineer.

To validate additional nuclear density gauges, perform a two-way comparison analysis between the QC nuclear gauge and the Verification nuclear gauge any time a nuclear gauge is first brought to the project or returns from annual calibration/repair. At least one of the nuclear gauges in the two-way comparison analysis must have been previously

validated in a comparison. Repair or replace any QC gauge that does not compare favorably with a validated Verification gauge at any time during the remainder of the project. Calibrate all gauges annually.

**120-10.1.2 Initial Production LOT:** Before construction of any production LOT, prepare a 500-foot initial control section consisting of one full LOT. Notify the Engineer in writing at least 24 hours prior to production of the initial control section. Perform all QC tests required in 120-10.1.4 with the Engineer present. Do not begin constructing another LOT until successfully completing the initial production LOT.

If the QC test result fails the density requirements of 120-10.2, correct the areas of non-compliance. The QC and Verification tests will then be repeated.

**120-10.1.3 Density over 105%:** When a QC computed dry density results in a value greater than 105% of the applicable Proctor maximum dry density, the Engineer will perform an Independent Verification (IV) density test within 5 feet. If the IV density results in a value greater than 105%, the Engineer will investigate the compaction methods, examine the applicable Standard Proctor Maximum Density and material description. The Engineer may collect and test an IV Standard Proctor Maximum Density sample for acceptance in accordance with the criteria of 120-10.2.

#### **120-10.1.4 Quality Control (QC) Tests:**

##### **120-10.1.4.1 Standard Proctor Maximum Density Determination:**

Determine the QC standard Proctor maximum density and optimum moisture content by sampling and testing the material in accordance with the specified test method listed in 120-10.2.

**120-10.1.4.2 Density Testing Requirements:** Ensure compliance to the requirements of 120-10.2 by Nuclear Density testing in accordance with FM 1-T310. Determine the in-place moisture content for each density test in accordance with FM 1-T310, FM 5-507 (Speedy Moisture), or ASTM D-4643 (Microwave Oven), whichever is applicable.

**120-10.1.4.3 Soil Classification:** Perform soil classification tests on the sample collected in 120-10.1.4.1, in accordance with AASHTO T88, T89, T90, and FM 1-T267. Classify soils in accordance with AASHTO M145 in order to determine compliance with embankment utilization requirements as specified in Standard Plans, Index 120-001.

**120-10.1.5 Department Verification:** The Engineer will conduct Verification tests in order to accept all materials and work associated with 120-10.1.4. The Engineer will verify the QC results if they meet the Verification Comparison Criteria, otherwise the Engineer will implement Resolution procedures.

The Engineer will select test locations, including Station, Offset, and Lift, using a random number generator, based on the LOTs under consideration. Each Verification test evaluates all work represented by the QC testing completed in those LOTs.

In addition to the Verification testing, the Engineer may perform additional Independent Verification (IV) testing. The Engineer will evaluate and act upon the IV test results in the same manner as Verification test results.

When the project requires less than four QC tests per material type, the Engineer reserves the right to accept the materials and work through visual inspection.

**120-10.1.6 Reduced Testing Frequency:** Obtain the Engineer's written approval for the option to reduce density testing frequency to one test every two LOTs if Resolution testing was not required for 12 consecutive verified LOTs, or if Resolution testing was required, but the QC test data was upheld and all substantiating tests are recorded in the ERS.

Generate random numbers based on the two LOTs under consideration. When QC test frequency is reduced to one every two LOTs, obtain the Engineer’s approval to place more than one LOT over an untested LOT. Assure similar compaction efforts for the untested LOTs. If the Verification test fails, and QC test data is not upheld by Resolution testing, the QC testing will revert to the original frequency of one QC test per LOT. Do not apply reduced testing frequency in construction of shoulder-only areas, shared use paths, sidewalks, and first and last lift.

**120-10.1.7 Payment for Resolution Tests:** If the Resolution laboratory results compare favorably with the QC results, the Department will pay for Resolution testing. No additional compensation, either monetary or time, will be made for the impacts of any such testing.

If the Resolution laboratory results do not compare favorably with the QC results, the costs of the Resolution testing will be deducted from monthly estimates. No additional time will be granted for the impacts of any such testing.

**120-10.2 Acceptance Criteria:** Obtain a minimum QC density of 100% of the standard Proctor maximum density as determined by FM 1-T099, with the following exceptions: embankment constructed by the hydraulic method as specified in 120-8.3; material placed outside the standard minimum slope as specified in 120-8.2.4 except when a structure is supported on existing embankment; and other areas specifically excluded herein.

**120-10.3 Additional Requirements:**

**120-10.3.1 Frequency:** Conduct QC sampling and testing at a minimum frequency listed in Table 120-3 below. The Engineer will perform Verification sampling and tests at a minimum frequency listed in Table 120-3 below.

Table 120-3			
Test Name	Quality Control	Verification	Verification of Shoulder-Only Areas, Shared Use Paths, and Sidewalks
Standard Proctor Maximum Density	One per soil type	One per soil type	One per soil type
Density	One per LOT	One per four LOTS and for wet conditions, the first lift not affected by water	One per two LOTs
Soil Classification and Organic Content	One per Standard Proctor Maximum Density	One per Standard Proctor Maximum Density	One per Standard Proctor Maximum Density

**120-10.3.2 Test Selection and Reporting:** Determine test locations including stations and offsets, using the random number generator approved by the Engineer. Record data directly in the ERS section of the Department’s database. Do not use notepads or worksheets to record data for later transfer to the ERS. Notify the Engineer upon successful completion of QC testing on each LOT prior to placing another lift on top.

**120-10.4 Verification Comparison Criteria and Resolution Procedures:**

**120-10.4.1 Standard Proctor Maximum Density Determination:** The Engineer will verify the QC results if the results compare within 4.5 lb/ft<sup>3</sup> of the Verification test result.

Otherwise, the Engineer will take one additional sample of material from the soil type in question. The State Materials Office (SMO) or an AASHTO accredited laboratory designated by the SMO will perform Resolution testing. The material will be sampled and tested in accordance with FM 1-T099.

The Engineer will compare the Resolution test results with the QC test results. If all Resolution test results are within 4.5 lb/ft<sup>3</sup> of the corresponding QC test results, the Engineer will use the QC test results for material acceptance purposes for each LOT with that soil type. If the Resolution test result is not within 4.5 lb/ft<sup>3</sup> of the Contractor's QC test, the Verification test result will be used for material acceptance purposes.

**120-10.4.2 Density Testing:** When a Verification or IV density test fails the acceptance criteria, perform an equipment comparison analysis using the same test hole and same test depth in accordance with 120-10.1.1. If the equipment compares favorably, then retest the site within a 5-foot radius of the failing Verification's test. Otherwise, repair, calibrate, or replace density gauge in accordance with 120-10.1.1.

If the QC retest meets the acceptance criteria, the Engineer will accept those LOTs in question. Otherwise, rework and retest the LOT. The Engineer will perform new verification testing. Record the equipment comparison data and the QC test results in the ERS section of the Department's database.

**120-10.4.3 Soil Classification:** The Engineer will verify the QC test results if the Verification and the QC test results both match the soil utilization symbol listed in Standard Plans, Index 120-001. Otherwise, the Engineer will test the sample retained for Resolution testing. The SMO or an AASHTO accredited laboratory designated by the SMO will perform the Resolution testing. The material will be sampled and tested in accordance with AASHTO T 88, T 89, and T 90, and classified in accordance with AASHTO M 145.

The Engineer will compare the Resolution test results with the QC test results. If the Resolution test matches the QC soil utilization symbol, the Engineer will use the QC soil utilization symbol for material acceptance purposes. If the Resolution test result does not match the Contractor's QC soil utilization symbol, the Verification test results will be used for material acceptance purposes.

**120-10.4.4 Organic Content:** The Engineer will verify the QC test results if the Verification test results satisfy the organic content test criteria in Standard Plans, Index 120-001. Otherwise, the Engineer will test the sample retained for Resolution testing. The SMO or an AASHTO accredited laboratory designated by the SMO will perform Resolution testing. The material will be sampled and tested in accordance with FM 1-T 267. If the Resolution test results satisfy the required criteria, material of that soil type will be verified and accepted. If the Resolution test results do not meet the required criteria, reject the material and reconstruct with acceptable material.

**120-10.5 Disposition of Defective Materials:** Assume responsibility for removing and replacing all defective material, as defined in Section 6.

Alternately, submit an Engineering Analysis Scope in accordance with 6-4 to determine the disposition of the material.

## **120-11 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 all earthwork construction throughout the life of the Contract and take all reasonable precautions to prevent loss of material from the roadway due to the action of wind or water. Repair, at no expense to the Department except as otherwise provided herein, any slides, washouts, settlement, subsidence, or other mishap which may occur prior to final acceptance of the work. Perform maintenance and protection of earthwork construction in accordance with Section 104.

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

### **120-12 Construction.**

**120-12.1 Construction Tolerances:** Shape the surface of the earthwork to conform to the lines and grades as shown in the Plans. In final shaping of the surface of earthwork, maintain a tolerance of 0.3 foot above or below the finished graded surface with the following exceptions:

1. Shape the surface of shoulders to within 0.1 foot of the finished graded surface shown in the Plans.
2. Shape the earthwork to match adjacent pavement, curb, sidewalk, structures, etc.
3. Shape the bottom of conveyance 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 finished graded surface.
5. When the work includes permitted linear stormwater management facilities, shape the swales and ditch blocks to within 0.1 foot of the finished graded surface shown in the Plans.

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

**120-12.2 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.

### **120-13 Method of Measurement.**

**120-13.1 General:** When payment for excavation is on a volumetric basis, the quantity to be paid for will be the volume, in cubic yards. The material will be measured in its original position by field survey or by photogrammetric means as designated by the Engineer, unless otherwise specified under the provisions for individual items.

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

The quantity of all material washed, blown, or placed beyond the limits of the finished graded surface will be determined by the Engineer and will be excluded from the quantity of roadway excavation or borrow excavation to be paid for, as applicable.

Subsoil excavation that extends outside the lines shown in the Plans or authorized by the Engineer including allowable tolerances will be excluded from the quantity to be paid for as subsoil excavation.

**120-13.2 Roadway Excavation:** The measurement will include only the net volume of material excavated between the original ground line or finished graded surface of an existing roadbed, as applicable, and the finished surface of new pavement, except that the measurement will also include all unavoidable slides which may occur in connection with excavation classified as roadway excavation.

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

**120-13.3 Borrow Excavation:** Measurement will be made on a loose volume basis, measured in trucks or other hauling equipment at the point of dumping on the road. If measurement is made in vehicles, level the material to facilitate accurate measurement.

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

**120-13.4 Lateral Ditch Excavation:** The measurement will include only material excavated within the lines and grades indicated in the Plans or as directed by the Engineer. The measurement will include the full length shown in the Plans or directed by the Engineer and acceptably completed. Excavation included for payment under Section 125 will not be included in this measurement.

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

**120-13.5 Channel Excavation:** The measurement will include only material excavated within the lines and grades indicated in the Plans or in accordance with authorized Plan changes. The measurement will include the full length shown in the Plans including any authorized changes thereto.

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

**120-13.6 Subsoil Excavation:** The measurement will include only material excavated within the lines and grades indicated in the Plans (including the tolerance permitted therefore) or as directed by the Engineer.

When no item for subsoil excavation is shown in the Contract but subsoil excavation is subsequently determined to be necessary, such unanticipated subsoil excavation will be paid for as provided in Article 4-4.

**120-13.7 Embankment:** The quantity will be at the plan quantity. Where payment for embankment is not to be included in the payment for the excavation and is to be paid for on a cubic yard basis for the item of embankment, the measurement will include material placed within the limits of the existing surface, to the finished graded surface as shown in the Plans, Standard Plans Index 120-001, or directed by the Engineer. Where embankment is constructed

over an existing road, the embankment measurement will include only the material actually placed up to the finished graded surface. If there are authorized changes in plan dimensions or if errors in plan quantities are detected, plan quantity will be adjusted as provided in 9-3.2.

Any overrun or underrun of plan quantity for subsoil excavation which results in a corresponding increase or decrease in embankment will be considered as an authorized plan change for adjustment purposes as defined in 9-3.2.2.

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

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

### **120-14 Basis of Payment.**

**120-14.1 General:** Prices and payments for the various work items included in this Section will be full compensation for all work described herein, including excavating, dredging, pumping, hauling, placing, and compacting; dressing the surface of the earthwork; maintaining and protecting the complete earthwork.

The Department will not allow extra compensation for any reworking of materials. The Department will compensate for the cost of grassing or other permanent erosion control measures directed by the Engineer as provided in the Contract.

#### **120-14.2 Excavation:**

**120-14.2.1 Items of Payment:** When no classification of material is indicated in the Plans, and bids are taken only on regular excavation, the total quantity of all excavation specified under this Section will be paid for at the Contract unit price for regular excavation.

When separate classifications of excavation are shown in the proposal, the quantities of each of the various classes of materials so shown will be paid for at the Contract unit prices per cubic yard for regular excavation, lateral ditch excavation, subsoil excavation, and channel excavation, as applicable, and any of such classifications not so shown will be included under the item of regular excavation (except that if there is a classification for lateral ditch excavation shown and there is no classification for channel excavation, any channel excavation will be included under the item of lateral ditch excavation). As an exception on designated projects, regular excavation will be paid for at the Contract lump sum price.

**120-14.2.2 Basic Work Included in Payments:** Prices and payments will be full compensation for all work described under this Section, except for any excavation, or embankment which is specified to be included for payment under other items. Such prices and payments will include hauling; any reworking that may be necessary to accomplish final disposal as shown in the Plans; the dressing of shoulders, ditches and slopes; removal of trash, vegetation, etc., from the previously graded roadway where no item for clearing and grubbing is shown in the Plans; and compacting as required.

**120-14.2.3 Additional Depth of Subsoil Excavation:** Where subsoil excavation is made to a depth of 0 to 5 feet below the depth shown in the Plans, such excavation will be paid for at the unit price bid.

Where subsoil excavation is made to a depth greater than 5 feet, and up to 15 feet, deeper than the depth shown in the Plans, such excavation will be paid for at the unit price bid plus 25% of such unit price. Additional extra depth, more than 15 feet below such plan depth, will be considered as a change in the character of the work and will be paid for as unforeseeable work.

Where no subsoil excavation is shown in a particular location on the original Plans, payment for extra depth of subsoil will begin 5 feet below the lowest elevation on the finished graded surface.

**120-14.2.4 Borrow Excavation:** When the item of borrow excavation is included in the Contract, price and payment will also include the cost of furnishing the borrow areas and any necessary clearing and grubbing thereof, the removal of unsuitable material that it is necessary to excavate in order to obtain suitable borrow material, and also the costs incurred in complying with the provisions of 120-6.3.

**120-14.2.5 Materials Excluded from Payment for the Excavation:** No payment for excavation will be made for any excavation covered for payment under the item of embankment.

No payment will be made for the excavation of any materials which is 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. As an exception, in operations of roadway excavation, all slides and falls of insecure masses of material beyond the regular slopes that are not due to lack of precaution on the part of the Contractor, will be paid for at the Contract unit price for the material involved. The removal of slides and falls of material classified as lateral ditch excavation or as subsoil excavation will not be paid for separately, but will be included in the Contract unit price for the pay quantity of these materials, measured as provided in 120-14.

#### **120-14.3 Embankment:**

**120-14.3.1 General:** Price and payment will be full compensation for all work specified in this Section, including all material for constructing the embankment, all excavating, dredging, pumping, placing and compacting of material for constructing the embankment complete, dressing of the surface of the roadway, maintenance and protection of the completed earthwork, and the removal of rubbish, vegetation, etc., from the roadway where no clearing and grubbing of the area is specified in the Plans. Also, such price and payment, in each case, will specifically include all costs of any roadway, lateral ditch, or channel excavation, unless such excavation is specifically shown to be paid for separately, regardless of whether the materials are utilized in the embankment.

**120-14.3.2 Excluded Material:** No payment will be made for the removal of muck or overburden from the dredging or borrow areas. No payment will be made for embankment material used to replace muck or other unsuitable material excavated beyond the lines and grades shown in the Plans or ordered by the Engineer.

**120-14.3.3 Clearing and Grubbing:** No payment will be made for any clearing and grubbing of the borrow or dredging areas. Where no clearing and grubbing of such areas is specified in the Plans, the cost of any necessary clearing and grubbing will be included in the Contract unit or lump sum price for Embankment.

**120-14.3.4 Cost of Permits, Rights, and Waivers:** Where the Contractor provides borrow or dredging areas of his own choosing, the cost of securing the necessary permits, rights or waivers will be included in the Contract price for embankment.

**120-14.4 Payment Items:** Payment will be made under:

- Item No. 120- 1- Regular Excavation - per cubic yard.
- Item No. 120- 2- Borrow Excavation - per cubic yard.
- Item No. 120- 3- Lateral Ditch Excavation - per cubic yard.

- Item No. 120- 4- Subsoil Excavation - per cubic yard.
- Item No. 120- 5- Channel Excavation - per cubic yard.
- Item No. 120- 6- Embankment - per cubic yard.
- Item No. 120- 71- Regular Excavation (3-R Projects) - lump sum.

## SECTION 160 STABILIZING

### 160-1 Description.

Stabilize designated portions of the roadbed to provide a firm and unyielding subgrade, having the required bearing value specified in the Plans.

### 160-2 Materials.

**160-2.1 Commercial Material:** Meet the requirements of Section 914-2.1.

**160-2.2 Local Material:** Submit test results to the Engineer at least 14 days prior to the stabilization operation.

**160-2.2.1 Local Stabilizing Material:** Sample and test material from each source and meet the requirements of Section 914. The Engineer will verify the Quality Control (QC) test results meet the requirements of Section 914. If the QC and Verification results do not compare, the Engineer will take one additional sample of material from the source in question and the State Materials Office (SMO) or an AASHTO accredited laboratory designated by the SMO will perform Resolution testing. If the Resolution test results satisfy the required criteria, material from that source will be verified and accepted. If the Resolution test results do not meet the required criteria, reject the material.

**160-2.2.2 Reclaimed Asphalt Pavement (RAP):** Obtain the Engineer's approval in writing for the option to use 100% RAP material. Material must be milled and stockpiled without blending or contaminating with any other material.

**160-2.2.3 Reclaimed Asphalt Pavement (RAP) Blended Material:** RAP blended material is defined as material meeting the requirements of 914-1 and 914-2.2 except for the limits for organic content. If the RAP blended material meets the requirements of 914-1 and 914-2, then the blended material will be classified as local stabilizing material. Provide test results to the Engineer and obtain their approval in writing before using RAP blended material. The Engineer will verify that the QC test results meet the acceptance criteria, otherwise the Engineer will perform Resolution testing procedures specified in 160-2.2.1.

**160-2.3 Existing Base:** Obtain the Engineer's approval in writing before using existing base. When the material from an existing base is used as all, or a portion, of the stabilizing additives, no further testing is required unless directed by the Engineer.

**160-2.4 Granular Subbase:** The Engineer may allow, at no additional cost to the Department, the substitution of 6 inches of granular subbase meeting the requirements of 290-2 and 290-3, only when 12 inches of Type B stabilization requiring a Limerock Bearing Ratio (LBR) value of 40 is specified in accordance with Standard Plans, Index 120-001.

### 160-3 Construction Methods.

**160-3.1 General:** Prior to the beginning of stabilizing operations, construct the area to be stabilized to an elevation such that, upon completion of stabilizing operations, the completed stabilized subgrade will conform to the lines and grades shown in the Plans. Prior to spreading any additive stabilizing material, bring the surface of the roadbed to a plane approximately parallel to the plane of the finished graded surface shown in the Plans.

Construct mainline pavement lanes, turn lanes, ramps, parking lots, concrete box culverts, retaining wall systems, shoulder-only areas, sidewalk, and shared use path areas meeting the requirements of 120-8.1, except replace "embankment" with "subgrade".

Isolated mixing operations will be considered as separate LOTs. Curb pads and shoulders compacted separately shall be considered separate LOTs. Isolated compaction operations will be considered as separate LOTs. For multiple phase construction, a LOT shall not extend beyond the limits of the phase.

**160-3.2 Application and Acceptance of Stabilizing Material:** After completing the roadbed grading operations, determine the type and quantity (if any) of stabilizing material necessary for compliance with the bearing value requirements. Before using any Fossil Fuel Combustion Products (FFCPs), submit documentation, at the preconstruction meeting or no later than 30 days prior to delivery of FFCP's to the project, signed and sealed by the Specialty Engineer that these materials meet the requirements of 403.7047 F.S. Notify the Engineer of the approximate quantity to be added before spreading. When additive stabilizing materials are required, spread the material uniformly over the area to be stabilized.

The Engineer may perform Independent Verification (IV) sampling and testing if variability in the stabilizing material is observed during inspection after spreading on the roadway. If the IV test results do not meet the requirements of Section 914, then remove and replace the failing LOTs with acceptable material. The Engineer reserves the right to reject stabilizing material that contains excessive deleterious substances.

**160-3.3 Mixing:** Perform mixing using rotary tillers, a plant or other equipment meeting the approval of the Engineer. The subgrade may be mixed in one course if the equipment and method of construction provides the uniformity, particle size limitation, compaction and other desired results of 160-4. Thoroughly mix the area to be stabilized throughout the entire depth and width of the stabilizing limits.

Perform the mixing operations, as specified, (either in place or in a plant) regardless of whether the existing soil, or any select soils placed within the limits of the stabilized sections, have the required bearing value without the addition of stabilizing materials.

**160-3.4 Mixed Material Requirements:** At the completion of the mixing, ensure the gradation of the material within the limits of the area being stabilized is such that 97% will pass a 3-1/2 inch sieve. Break down or remove from the stabilized area materials, including clay lumps or lumps made of clay-size particles (any particle size 2 microns or less), not meeting the gradation requirements. After mixing, remove any existing lumps of clay or clay-sized particles greater than one inch that do not meet the requirements of 160-3.2 or this Section from the stabilized area. The final product must meet the acceptance requirements of 160-4.

**160-3.4.1 Classification and Bearing Value:** Meet the soil utilization and bearing value requirements for the subgrade in accordance with 160-4.

**160-3.4.2 Compaction:** After completing the mixing operations and satisfying the requirements for bearing value, uniformity, and particle size, compact the materials at a moisture content permitting the specified compaction in 160-4.2.3. If the moisture content of the material is improper for attaining the specified density, either add water or allow the material to dry until reaching the proper moisture content for the specified compaction.

**160-3.4.3 Finish Grading:** Shape the completed stabilized subgrade to conform with the finished graded surface shown in the Plans. Check the subgrade using elevation stakes or other means approved by the Engineer.

**160-3.4.4 Condition of Completed Subgrade:** After completing the stabilizing and compacting operations, ensure that the subgrade is firm and substantially unyielding to the extent that it will support construction equipment and will have the bearing value required by the Plans.

Remove all soft and yielding material, and any other portions of the subgrade which will not compact readily, and replace it with suitable material so that the whole subgrade is brought to line and grade, with proper allowance for subsequent compaction.

**160-3.4.5 Maintenance of Completed Subgrade:** After completing the subgrade as specified above, maintain it free from ruts, depressions, and any damage resulting from the hauling or handling of materials, equipment, tools, etc. The Contractor is responsible for maintaining the required density until the subsequent base or pavement is in place including any repairs, replacement, etc., of curb and gutter, sidewalk, etc., which might become necessary in order to recompact the subgrade in the event of underwash or other damage occurring to the previously compacted subgrade. Perform any such recompaction at no expense to the Department. Construct and maintain ditches and drains along the completed subgrade section.

**160-4 Acceptance Program for Mixed Materials.**

**160-4.1 General Requirements:**

**160-4.1.1 Initial Equipment Comparison:** Meet the requirements of 120-10.1.1.

**160-4.1.2 Initial Production LOT:** Meet the requirements of 120-10.1.2.

**160-4.1.3 Density over 105%:** Meet the requirements of 120-10.1.3.

**160-4.1.4 Quality Control Tests:**

**160-4.1.4.1 Modified Proctor Maximum Density Determination:**

Collect enough material to split and create three separate samples. Determine test locations, including stations and offsets, using the Random Number generator approved by the Department. Retain the Verification and Resolution samples for the Department until the Engineer accepts the LOTs represented by the samples. Determine modified Proctor maximum density and optimum moisture content by sampling and testing the material in accordance FM 1-T 180.

**160-4.1.4.2 Density Testing Requirements:** Meet the requirements of 120-10.1.4.2.

**160-4.1.4.3 Bearing Value Requirements:** Test the stabilized subgrade sample collected in 160-4.1.4.1 to determine the LBR in accordance with FM 5-515. Within the entire limits of the width and depth of the areas to be stabilized, obtain the required minimum bearing value at the frequency in 160-4.4.1. For any area where the bearing value obtained is deficient from the value indicated in the Plans, in excess of the tolerances established herein, spread and mix additional stabilizing material in accordance with 160-3.3. Perform this reprocessing for the full width of the roadway being stabilized and longitudinally for a distance of 50 feet beyond the limits of the area in which the bearing value is deficient.

Determine the quantity of additional stabilizing material to be used in reprocessing.

**160-4.1.4.3.1 Under-tolerances in Bearing Value**

**Requirements:** The under-tolerances are allowed for the following specified Bearing Values:

Table 160-1	
Specified Bearing Value	Under-tolerance
LBR 40	5.0
LBR 35	4.0
LBR 30 (and under)	2.5

**160-4.1.4.3.2 Unsoaked LBR Requirements:** If unsoaked LBR is desired, submit request for approval to the Engineer. Upon approval by the Engineer to consider the use of unsoaked LBR, randomly sample and test from three locations in the initial LOT for both soaked and unsoaked LBR in accordance with FM 5-515. Ensure all of the tests achieves the LBR value shown in the table below. Continue testing unsoaked LBR at the frequency shown in 160-4.4.1. Discontinue unsoaked LBR testing if any unsatisfactory QC LBR test result is obtained or resolution determines an unsatisfactory LBR.

The following unsoaked bearing value requirement is based on tests performed on samples obtained after completing mixing operations:

Table 160-2		
Specified Bearing Value	Unsoaked Bearing Value Required	Under-tolerance
LBR 40	LBR 43	0.0

**160-4.1.4.4 Soil Classification and Organic Content Testing:** Perform soil classification tests on the sample collected in 160-4.1.4.1, in accordance with AASHTO T88, AASHTO T89, AASHTO T90, and FM 1-T 267. The Engineer may waive the soil classification and organic content testing requirements for existing base or granular subbase materials. Classify soils in accordance with AASHTO M145 to determine compliance with soil utilization requirements as specified in Standard Plans, Index 120-001. If the stabilizing material used is 100% RAP or RAP blended material, then replace FM 1-T 267 with FM 5-563 (excluding gradation analysis). The following testing requirements must be met.

Table 160-3	
Test Method	Criteria
AASHTO M145	Soil Symbol = S
FM 1-T 267	Average of 3 Organic Content $\leq$ 2.5%
	Individual Organic Content Result $\leq$ 4.0%
AASHTO T89	Liquid Limit $\leq$ 30
AASHTO T90	Plastic Index $\leq$ 8
FM 5-563*	Asphalt Content $\leq$ 4.0%

\* Replace FM 1-T 267 with FM 5-563 (excluding gradation analysis) for 100% RAP or RAP blended material

**160-4.1.5 Department Verification:** Meet the requirements of 120-10.1.5 except the Engineer will conduct the Verification tests in order to accept all materials and work associated with 160-4.1.4.

**160-4.1.6 Reduced Testing Frequency:** Meet the requirements of 120-10.1.6.

**160-4.1.7 Payment for Resolution Tests:** Meet the requirements of 120-10.1.7.

**160-4.2 Mixing Depth Requirements:** Report depth requirements in the Earthwork Records System (ERS) section of the Department's database measured to the nearest 0.25 inch. The difference between the individual measured depth thickness on the roadway and the plan target thickness must not exceed 2 inches. The difference between the LOT average (average of

the three individual measured depth thickness) and the plan target thickness must not exceed 1 inch. No undertolerance of mixing depth is allowed.

As an exception to the above mixing requirements, where the subgrade is of rock, the Engineer may waive the mixing operations (and the work of stabilizing), and the Department will not pay for stabilization for such sections of the roadway.

Meet the required Plan mixing-depths by measuring from the proposed final grade line. Determine test locations, including stations and offsets, using the Random Number generator approved by the Department. Notify the Engineer a minimum of 24 hours before checking mixing depths. Record results on Department approved forms.

**160-4.3 Density Acceptance Criteria:**

**160-4.3.1 General:** Within the entire limits of the width and depth of the areas to be stabilized, other than as provided in 160-4.3.2, obtain a minimum density at any location of 98% of the Modified Proctor maximum density as determined by FM 1-T 180.

**160-4.3.2 Exceptions to Density Requirements:** The Contractor need not obtain the minimum density specified in 160-4.3.1 in the upper 6 inches of areas to be grassed under the same Contract. Compact these areas to a reasonably firm condition as directed by the Engineer.

**160-4.4 Additional Requirements:**

**160-4.4.1 Frequency:** Conduct QC sampling and testing at a minimum frequency listed in the table below. The Engineer will perform Verification sampling and tests at a minimum frequency listed in the table below.

Test Name	Quality Control	Verification	Verification for Shoulder-Only, Shared Use Path and Sidewalk Construction
Modified Proctor Maximum Density	One per two consecutive LOTs	One per eight consecutive LOTs	One per four LOTs
LBR			
Gradation, LL/PI, and Soil Classification			
Organic Content			
Asphalt Content*			
Density	One per LOT	One per four LOTs	One per two LOTs
Stabilizing Mixing Depth	Three per 500 feet	Witness QC	Witness QC

\*Replace organic content with asphalt content for 100% RAP or RAP blended material only.

**160-4.5 Verification Comparison Criteria and Resolution Procedures:**

**160-4.5.1 Bearing Value:** The Engineer will collect a sample at a location other than the location where the sample was collected in 160-4.1.4.1, and test the stabilized subgrade for determination of the LBR in accordance with FM 5-515. The Engineer will select test locations, including stations and offsets, using a Random Number generator, based on the LOTs under consideration.

**160-4.5.1.1 Unsoaked LBR:** The Engineer will sample and test the initial LOT for one soaked and one unsoaked LBR if consideration of the unsoaked LBR has been approved.

**160-4.5.1.2 Resolution Procedure:** If the Department's Verification test meets the requirements of 160-4.1.4.3, the Engineer will accept the corresponding LOTs. Otherwise, the Engineer will collect an additional sample in the same LOT the Verification sample was obtained. SMO or an AASHTO accredited laboratory designated by SMO will perform Resolution testing on the additional sample. The material will be sampled and tested in accordance with FM 5-515.

If the resolution testing results meet the requirements of 160-4.1.4.3, then the Engineer will accept the LOTs in question. Otherwise reprocess the corresponding LOTs in accordance with 160-3 and retest in accordance with 160-4.1.4.3.

**160-4.5.2 Modified Proctor Maximum Density Determination:** The Engineer will randomly select one of the retained split samples referenced in 160-4.1.4.1. The Engineer will compare the Verification test results to the corresponding Quality Control (QC) test results. If the test result is within 4.5 lb/ft<sup>3</sup> of the QC test result, the LOTs will be verified. Otherwise, the Engineer will collect the Resolution split sample corresponding to the Verification sample tested. The State Materials Office or an AASHTO accredited laboratory designated by the State Materials Office will perform Resolution testing. The material will be sampled and tested in accordance with FM 1-T 180.

The Engineer will compare the Resolution Test (RT) results with the QC test results. If the RT result is within 4.5 lb/ft<sup>3</sup> of the corresponding QC test result, the Engineer will use the QC test results for material acceptance purposes for each corresponding pair of LOTs. If the RT result is not within 4.5 lb/ft<sup>3</sup> of the corresponding QC test, the Engineer will collect and test the remaining Verification split samples for the LOTs in question. Verification test results will be used for material acceptance purposes for the remaining LOTs in question.

**160-4.5.3 Density Testing:** Meet the requirement of 120-10.4.2

**160-4.5.4 Soil Classification:** Meet the requirements of 120-10.4.3 with the exception that the limits will be in accordance with 160-4.1.4.4.

**160-4.5.5 Organic Content:** Meet the requirements of 120-10.4.4 with the exception that the limits will be in accordance with 160-4.1.4.4.

**160-4.5.6 Asphalt Content:** If the material used to stabilize is 100% RAP or RAP blended material, meet the requirement of 120-10.4.4, except replace FM 1-T 267 with FM 5-563 (exclude gradation analysis) and meet the limits of 160-4.1.4.4.

**160-4.5.7 Mixing Depth:** The Engineer will witness the Contractor's mixing depth checks to ensure compliance with 160-4.2. The Engineer will select test locations, including stations and offsets, using a Random Number generator. The Department will witness the mixing depth checks.

1. If the depth checks meet the requirements of 160-4.2, the Engineer will accept that 500-foot section.

2. If the depth checks confirm shallow depth, re-mix the 500-foot section to an appropriate depth and re-measure in accordance with 160-4.2. The Engineer will repeat the witness process.

3. If the depth checks confirm extra deep mixing, conduct an additional QC density test after compaction for the bottom 12 inches of the subgrade for that 500-foot

section in addition to a QC density test for the top 12 inches. The additional density test must meet the requirements of 160-4.3.

**160-4.6 Disposition of Defective Materials:** Meet the requirements of 120-10.5.

**160-5 Method of Measurement.**

The quantity to be paid for will be the plan quantity, in square yards, completed and accepted.

**160-6 Basis of Payment.**

Price and payment will constitute full compensation for all work and materials specified in this Section, including furnishing, spreading and mixing of all stabilizing material required and any reprocessing of stabilization areas necessary to attain the specified bearing value. The Department will make full payment for any areas where the existing subgrade materials meet the design bearing value requirements without the addition of stabilizing additives, as well as areas where the Contractor may elect to place select high-bearing materials from other sources within the limits of the stabilizing.

If the item of borrow excavation is included in the Contract, any stabilizing materials obtained from designated borrow areas will be included in the pay quantity for borrow excavation.

Payment will be made under:

Item No. 160- 4-      Stabilization - per square yard.

**SECTION 234  
SUPERPAVE ASPHALT BASE**

**234-1 Description.**

Construct a Superpave asphalt concrete base course as defined in these Specifications. Base course mixes are designated as Type B-12.5. The Contractor may use a Type SP-12.5 mixture (Traffic Level B, C, or E) or a Type SP-19.0 mixture (Traffic Level B, C, or E), in lieu of a Type B-12.5 at no additional cost to the Department.

Obtain Superpave asphalt base from a plant that is currently on the Department’s Production Facility Listing. Producers seeking inclusion on the list shall meet the requirements of Section 105.

**234-2 Materials.**

**234-2.1 General:** Use materials that conform to the requirements of Division III. Specific references are as follows:

- Superpave PG Asphalt Binder .....Section 916
- Coarse Aggregate, Stone, Slag or  
Crushed Gravel .....Section 901
- Fine Aggregate.....Section 902

**234-2.2 Reclaimed Asphalt Pavement (RAP):** RAP may be used as a component material of the asphalt mixture provided the requirements of 334-2.3 are met.

**234-3 General Composition of Mixture.**

**234-3.1 General:** Compose the asphalt mixture using a combination of aggregate (coarse, fine or mixtures thereof), mineral filler if required, and asphalt binder material. Size, grade and combine the aggregate fractions to meet the grading and physical properties of the mix design. Aggregates from various sources may be combined.

**234-3.2 Mix Design:** Unless otherwise specified, design the mix such that all requirements for a Type SP-12.5, Traffic Level B or C mixture as specified in Section 334 are met.

**234-3.2.1 Gradation Classification:** Use a fine mix as defined in 334-3.2.2.1.

**234-3.2.2 Aggregate Consensus Properties:** Meet the aggregate consensus properties at design as specified in 334-3.2.3. Meet the criteria specified for a depth of top of pavement layer from surface of greater than 4 inches.

**234-3.2.3 Mix Design Revisions:** Meet the requirements of 334-3.3.

**234-4 Contractor’s Process Control.**

Meet the requirements of 320-2, 330-2 and 334-4.

**234-5 Acceptance of the Mixture.**

The mixture will be accepted in accordance with the requirements of 334-5. Use the permissible variations from longitudinal and transverse grades as specified in 200-7.

**234-6 Plant, Methods and Equipment.**

Meet requirements of Section 320, with the following modifications:

**234-6.1 Paving Equipment:** A motor grader may be used to spread the first course of multiple course bases when the subgrade will not support the use of a mechanical spreader. The

Engineer will not require mechanical spreading and finishing equipment for the construction of base widening strips less than 6 feet in width or where the shape or size of the area will not accommodate mechanical spreading and finishing equipment.

**234-6.2 Compaction Equipment:** In areas where standard rollers cannot be accommodated, vibratory rollers supplemented with trucks, motor graders, or other compaction equipment approved by the Engineer may be used.

**234-7 Construction Requirements.**

**234-7.1 General:** Meet the general construction requirements of Section 330, with the following modifications:

**234-7.1.1 Temperature Limitations:** Spread the mixture only when the air temperature is at least 40°F. Do not place the material on frozen subgrade.

**234-7.1.2 Tack Coat:** Unless otherwise authorized by the Engineer, apply a tack coat between successive layers of base material.

**234-7.1.3 Thickness of Layers:** Construct each course in layers, such that the compacted thickness is in compliance with the layer thicknesses in 234-8.1.1 and spread rate tolerance in 234-8.2.

**234-8 Thickness Requirements.**

**234-8.1 General:** The total thickness of the Type B asphalt layers will be the plan thickness as shown in the Contract Documents. Before paving, propose a thickness for each individual layer meeting the requirements of this specification, which when combined with other layers (as applicable) will equal the plan thickness. For construction purposes, the plan thickness and individual layer thickness will be converted to spread rate based on the maximum specific gravity of the asphalt mix being used, as well as the minimum density level, as shown in the following equation:

$$\text{Spread rate (lbs. per square yard)} = t \times G_{mm} \times 43.3$$

Where: t = Thickness (in.) (Plan thickness or individual layer thickness)

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

The weight of the mixture shall be determined as provided in 320-3.2. For target purposes only, spread rate calculations should be rounded to the nearest whole number.

**234-8.1.1 Layer Thicknesses:** The allowable layer thicknesses for asphalt base mixtures are as follows:

Type B-12.5, SP-12.5.....1-1/2 to 3-1/2 inches

Type SP-19.0.....2 to 4 inches

**234-8.2 Spread Rate Tolerance:** Control the average spread rate on a daily basis to within plus or minus 5% of the target spread rate for the individual layers established by the Engineer. When the average daily spread rate is outside this tolerance from the target, adjust the spread rate to the required value established by the Engineer. The Engineer will periodically verify the spread rate at the job site during the paving operation.

**234-8.3 Allowable Deficiencies:** The Engineer will allow a maximum deficiency from the specified spread rate for the total thickness as follows:

1. For pavement of a specified thickness of 2-1/2 inches or more: 50 pounds per square yard.
2. For pavement of a specified thickness of less than 2-1/2 inches: 25 pounds per square yard.

**234-8.4 Pavement Exceeding Allowable Deficiency in Spread Rate:** Where the deficiency in spread rate for the total thickness is in excess of 50 pounds per square yard for pavements with a specified thickness of 2-1/2 inches or more, or in excess of 25 pounds per square yard for pavements with a specified thickness of less than 2-1/2 inches, the Engineer may require removal and replacement at no cost or may require a correction as specified in 234-8.5. The Engineer may require the Contractor to core the pavement for thickness in order to determine the area of pavement with deficient thickness.

As an exception to the above, the Contractor may leave pavement outside the main roadway in place without compensation when the Engineer allows, even though the deficiency exceeds the tolerance as specified above.

The Department will not compensate the Contractor for any pavement removed or for the work of removing such pavement.

**234-8.5 Correcting Deficiency by Adding New Surface Material:** In the event the total thickness as determined by the spread rate is excessively deficient as defined above and if approved by the Engineer for each particular location, correct the deficient thickness by adding new surface material and compacting it using a rolling pattern as approved by the Engineer. The Engineer will determine the area to be corrected and the thickness of new material added. Perform all overlaying and compacting at no expense to the Department.

#### **234-9 Method of Measurement.**

The quantity to be paid for will be the plan quantity. For each pay item, the pay area will be adjusted based upon the following formula:

Pay Area = Surface Area (actual tonnage placed/adjusted plan quantity tonnage).

Where: The adjusted plan quantity tonnage is calculated by multiplying the plan quantity square yards (including any Engineer approved quantity revisions) times the spread rate as defined in 234-8.1 and dividing by 2,000 pounds per ton, except the pay item's tonnage-weighted average  $G_{mm}$  is used instead of the design  $G_{mm}$  as defined in 234-8.1.

The pay area shall not exceed 110% of the designed surface area.

Prepare and submit a Certification of Quantities to the Engineer in accordance with 9 2.1.2.

#### **234-10 Basis of Payment.**

Prices and payments will be full compensation for all work specified in this Section, including the applicable requirements of Sections 320, 330 and 334. The bid price for the asphalt mix will include the cost of the liquid asphalt binder and the tack coat application as directed in 300-8.

Payment will be made under:

Item No. 285- 7- Optional Base - per square yard.

**SECTION 285  
OPTIONAL BASE COURSE**

**285-1 Description.**

Construct a base course composed of one of the optional materials shown on the typical sections.

**285-2 Materials.**

Meet the material requirements as specified in the Section covering the particular type of base to be constructed.

Graded Aggregate .....	Section 204
Asphalt .....	Section 234
Reclaimed Asphalt Pavement (RAP)* .....	Section 283
Limerock .....	Section 911
Shell Base.....	Section 911
Shell-Rock.....	Section 911
Cemented Coquina.....	Section 911
Recycled Concrete Aggregate (RCA)** .....	Section 911

\*Only for use on non-limited access paved shoulders, shared use paths, or other non-traffic bearing applications.

\*\*Do not use on interstate roadways.

**285-3 Selection of Base Option.**

The Plans will include typical sections indicating the various types of base construction (material and thickness) allowable.

When base options are specified in the Plans, use only those options. When base options are not specified, select one base option as allowed for each typical section shown in the Plans. Only one base option is permitted for each typical section. See Tables 285-1 and 285-2 for optional base materials, thickness and additional restrictions.

Notify the Engineer in writing of the base option selected for each typical section at least 45 calendar days prior to beginning placement of base material.

Table 285-1 Optional Base Groups 1 through 7							
Base Materials	Base Group (Base Group Pay Item)						
	1 (701)	2 (702)	3 (703)	4 (704)	5 (705)	6 (706)	7 (707)
Limerock, LBR 100	4"	5"	5-1/2"	6"	7"	8"	8-1/2"
Cemented Coquina, LBR 100	4"	5"	5-1/2"	6"	7"	8"	8-1/2"
Shell Rock, LBR 100	4"	5"	5-1/2"	6"	7"	8"	8-1/2"
Bank Run Shell, LBR 100	4"	5"	5-1/2"	6"	7"	8"	8-1/2"
Recycled Concrete Aggregate, LBR 150 <sup>(1)</sup>	4"	5"	5-1/2"	6"	7"	8"	8-1/2"
Graded Aggregate Base, LBR 100	4-1/2"	5-1/2"	6-1/2"	7-1/2"	8-1/2"	9"	10"
Type B-12.5	4" <sup>(3)</sup>	4" <sup>(3)</sup>	4" <sup>(3)</sup>	4" <sup>(3)</sup>	4-1/2"	5"	5-1/2"
B-12.5 and 4" Granular Subbase, LBR 100 <sup>(2)</sup>	-	-	-	-	-	-	-
RAP Base <sup>(4)</sup>	5" <sup>(4)</sup>	-	-	-	-	-	-

(1) Do not use on interstate roadways.  
(2) The construction of both the subbase and Type B-12.5 will be bid and used as Optional Base. Granular subbases include limerock, cemented coquina, shell rock, bank run shell, recycled concrete aggregate and graded aggregate base. All subbase thicknesses are 4" minimum prior to adding the required prime coat.  
(3) Based on minimum practical thickness.  
(4) Only for use on non-limited access paved shoulders, shared use paths, or other non-traffic bearing applications.  
(5) To be used for widening, three feet or less.

Table 285-1(continued) Optional Base Groups 8 through 15								
Base Materials	Base Group (Base Group Pay Item)							
	8 (708)	9 (709)	10 (710)	11 (711)	12 (712)	13 (713)	14 (714)	15 (715)
Limerock, LBR 100	9-1/2"	10"	11"	12"	12-1/2"	13-1/2" <sup>(5)</sup>	14" <sup>(5)</sup>	-
Cemented Coquina, LBR 100	9-1/2"	10"	11"	12"	12-1/2"	13-1/2" <sup>(5)</sup>	14" <sup>(5)</sup>	-
Shell Rock, LBR 100	9-1/2"	10"	11"	12"	12-1/2"	13-1/2" <sup>(5)</sup>	14" <sup>(5)</sup>	-
Bank Run Shell, LBR 100	9-1/2"	10"	11"	12"	12-1/2"	13-1/2" <sup>(5)</sup>	14 <sup>(5)</sup>	-
Recycled Concrete Aggregate, LBR 150 <sup>(1)</sup>	9-1/2"	10"	11"	12"	12-1/2"	13-1/2" <sup>(5)</sup>	14" <sup>(5)</sup>	-
Graded Aggregate Base, LBR 100	11"	12"	13"	14"	-	-	-	-
Type B-12.5	5-1/2"	6"	6-1/2"	7"	7-1/2"	8"	8-1/2"	9"
B-12.5 and 4" Granular Subbase, LBR 100 <sup>(2)</sup>	-	4"	4-1/2"	5"	5-1/2"	6"	6-1/2"	7"

Table 285-1(continued) Optional Base Groups 8 through 15								
Base Materials	Base Group (Base Group Pay Item)							
	8 (708)	9 (709)	10 (710)	11 (711)	12 (712)	13 (713)	14 (714)	15 (715)
RAP Base <sup>(4)</sup>	-	-	-	-	-	-	-	-

(1) Do not use on interstate roadways.  
 (2) The construction of both the subbase and Type B-12.5 will be bid and used as Optional Base. Granular subbases include limerock, cemented coquina, shell rock, bank run shell, recycled concrete aggregate and graded aggregate base. All subbase thicknesses are 4" minimum prior to adding the required prime coat.  
 (3) Based on minimum practical thickness.  
 (4) Only for use on non-limited access paved shoulders, shared use paths, or other non-traffic bearing applications.  
 (5) To be used for widening, three feet or less.

Table 285-2: Limited Use Optional Base Groups <sup>(1)</sup>								
Base Materials	Base Group (Base Group Pay Item)							
	101 (701)	102 (702)	103 (703)	104 (704)	105 (705)	106 (706)	107 (707)	108 (708)
Limerock Stabilized, LBR 70	5"	6-1/2"	8"	9"	10"	11"	12-1/2"	-
Shell, LBR 70	5"	6-1/2"	8"	9"	10"	11"	12-1/2"	-
Shell Stabilized, LBR 70	7"	8-1/2"	9-1/2"	10-1/2"	12"	-	-	-
Sand-Clay, LBR 75	5"	6-1/2"	8"	9"	10"	11"	12-1/2"	-
Soil Cement (300 psi) (Plant Mixed)	5"	5-1/2"	6-1/2"	7-1/2"	8-1/2"	9"	10"	11"
Soil Cement (300 psi) (Road Mixed)	5"	5-1/2"	6-1/2"	7-1/2"	8-1/2"	-	-	-
Soil Cement (500 psi) (Plant Mixed)	4" <sup>(2)</sup>	4"	5"	5-1/2"	6"	7"	7-1/2"	8-1/2"

(1) Use only when specified in the Plans.  
 (2) Based on minimum practical thicknesses.

#### 285-4 Construction Requirements.

Construct the base in accordance with the Section covering the particular type of base to be constructed.

Graded Aggregate .....	Section 204
Asphalt .....	Section 234
Reclaimed Asphalt Pavement (RAP)* .....	Section 283
Limerock .....	Section 200
Shell Base.....	Section 200
Shell Rock.....	Section 200
Cemented Coquina.....	Section 200
Recycled Concrete Aggregate (RCA)** .....	Section 200

\*Only for use on non-limited access paved shoulders, shared use paths, or other non-traffic

\*\*Do not use on interstate roadways.

**285-5 Variation in Earthwork Quantities.**

The Plans will identify the optional materials used by the Department for determining the earthwork quantities (Roadway Excavation, Borrow Excavation, Subsoil Excavation, Subsoil Earthwork, or Embankment). The Department will not revise the quantities, for those items having final pay based on plan quantity, to reflect any volumetric change caused by the Contractor’s selection of a different optional material.

**285-6 Thickness Requirements.**

**285-6.1 Measurements:** For non-asphalt bases, meet the requirements of 200-7.3.1.2.

For subbases, meet the thickness requirements of 290-4.

The Engineer will determine the thickness of asphalt base courses in accordance with 234-8.1.

**285-6.2 Correction of Deficient Areas:** For non-asphalt bases, correct all areas of the completed base having a deficiency in thickness in excess of 1/2 inch by scarifying and adding additional base material. As an exception, if authorized by the Engineer, such areas may be left in place without correction and with no payment.

For asphalt bases, correct all areas of deficient thickness in accordance with 234-8.

**285-7 Calculation of Average Thickness of Base.**

For bases that are not mixed in place, the Engineer will determine the average thickness from the measurements specified in 285-6.1, calculated as follows:

1. When the measured thickness is more than 1/2 inch greater than the design thickness shown on the typical section in the Plans, it will be considered as the design thickness plus 1/2 inch.
2. Average thickness will be calculated per typical section for the entire job as a unit.
3. Any areas of base left in place with no payment will not be included in the calculations.
4. Where it is not possible through borings to distinguish the base materials from the underlying materials, the thickness of the base used in the measurement will be the design thickness.
5. For Superpave asphalt base course, the average spread rate of each course shall be constructed in compliance with 234-8.

**285-8 Method of Measurement.**

The quantity to be paid for will be the plan quantity area in square yards, omitting any areas where under-thickness is in excess of the allowable tolerance as specified in 285-6. The pay area will be the surface area, determined as provided above, adjusted in accordance with the following formula:

$$Pay\ Area = Surface\ Area \left( \frac{Calculated\ Average\ Thickness\ per\ 285-7}{Plan\ Thickness} \right)$$

The pay area shall not exceed 105% of the surface area.

There will be no adjustment of the pay area on the basis of thickness for base courses constructed utilizing mixed-in-place operations.

For Superpave asphalt base course, the quantity to be paid for will be the plan quantity area in square yards. The pay area will be adjusted in accordance with 234-9.

**285-9 Basis of Payment.**

Price and payment will be full compensation for all work specified in this Section, including tack coat between base layers, prime coat, cover material for prime coat, bituminous material used in bituminous plant mix, and cement used in soil-cement.

For superpave asphalt base course, a pay adjustment based upon the quality of the material will be applied in accordance with 334-8.

Where the Plans include a typical section which requires the construction of an asphalt base only, price adjustments for bituminous material provided for in 9-2.1.2 will apply to that typical section. For typical sections which permit the use of asphalt or other materials for construction of an optional base, price adjustments for bituminous material provided for in 9-2.1.2 will not apply.

Payment will be made under:

Item No. 285- 7- Optional Base - per square yard.

**SECTION 410  
PRECAST CONCRETE BOX CULVERT**

**410-1 Description.**

Provide precast four-sided concrete box culverts as an alternative to the structure shown in the Contract Documents. Only monolithic segments, or two-piece segments with three-sided bottom sections and a simple support top slab section, are permitted. Two-piece segments are limited to installations with a minimum of two feet fill height above the top slab.

Construct headwalls, wingwalls and other special features using cast-in-place concrete. Precast wingwalls, cut-off walls or headwalls are not permitted unless otherwise noted in the Contract Documents.

Meet the requirements in 449-1.

**410-2 Materials.**

Ensure that the materials used for the construction of precast box culverts have certification statements from each source, showing that they meet the applicable requirements of the following:

Portland Cement Concrete .....	Section 346
Reinforcing for Concrete .....	Section 415
Precast Concrete Drainage Products .....	Section 449
Wire for Site Cage Machines .....	Section 931
Coarse Aggregate* .....	Section 901
Fine Aggregate* .....	Section 902
Curing Materials for Concrete .....	Section 925
Materials For Concrete Repair** .....	Section 930
Non-Shrink Grout** .....	Section 934
Liner Repair Systems .....	Section 948
Joint Materials.....	ASTM C443, ASTM C877
.....	or ASTM C990
Geotextile Fabrics .....	Section 985

\* The gradation requirements of aggregates are not applicable when using dry-cast concrete.

\*\* Use products listed on the Department’s Approved Product List (APL).

**410-3 Materials Acceptance and Testing of Precast Box Culverts.**

**410-3.1 General:** Meet the requirements of Section 346, except as modified herein:

Prepare, cure, and test the test cylinders in accordance with ASTM C31 and ASTM C39 test methods. Follow the alternative method of compaction, in accordance with ASTM C497, if the consistency of concrete is too stiff for compaction by rodding or internal vibrations. Expose shipping strength test cylinders to the same curing conditions as the precast concrete box sections.

Perform all concrete quality control testing and inspections in accordance with 346-9.2.

For training and other qualifications meet the requirements of Section 105. Test all QC samples for compressive strength in a laboratory meeting the requirements of Section 105.

**410-3.2 Quality Assurance Inspection and Testing:** The Engineer will perform periodic inspections, sampling, and testing to ensure of the quality and acceptability of the materials, methods, techniques, procedures and processes being utilized by the manufacturing facility in the fabrication of precast concrete box culverts.

**410-3.3 Special Requirements for Dry-Cast Concrete:** Dry-cast concrete is defined as a very low slump concrete that requires continuous and intense vibration to compact the concrete, enabling immediate removal of the side forms without detrimental effects to the concrete when used in a dry-cast manufacturing process.

The target slump, air content ranges, and the plastic property tolerances of Section 346 are not applicable to dry-cast concrete.

Perform absorption tests on specimens from each LOT of dry-cast production in accordance with the test methods in ASTM C497. The absorption of each specimen must not exceed 9.0 percent of the dry mass for Test Method A procedure or 8.5 percent for Test Method B procedure. All specimens must be free of visible cracks and must represent the full thickness of the product. Test specimens after 28 days of standard curing, or prior to the date of shipping if the precast box sections are to be shipped before the completion of the 28 day curing period.

Core three specimens for Test Method B in accordance with ASTM C42 and meet the sampling location and size requirements of ASTM C497. Prepare or core a minimum of one specimen for Test Method A in accordance with the test cylinder requirements of ASTM C497. When the initial absorption specimen from a concrete box section fails to conform to this Specification, the absorption test may be made on another specimen from the same box section and the results of the retest may be substituted for the original test results for acceptance of the LOT. The manufacturer may test each box section within a LOT and cull the box sections not meeting absorption requirements marking them as deficient with waterproof paint or other approved means. Deficient box sections must not be shipped to the project site. Reduce the frequency of absorption tests to one test every five LOTs when the results of five consecutive LOTs meet the specified limit.

#### **410-4 Design of Precast Concrete Box Sections.**

**410-4.1 General:** In lieu of a cast-in-place concrete box section or if specified in the Contract Documents, provide precast box culverts in accordance with Standard Plans, Index 400-291 and the following:

Segment lengths must be between 4 feet and 16 feet. Short-side wall lengths for end segments of skewed culverts, may be less than 4 feet when approved by the Engineer.

Provide tongue and groove joints at the ends of segments. For two-piece box culvert segments, provide keyed joints for the top slab-to-wall connection to prevent lateral displacement at the top of the walls, and double-sided tongue and groove joints in the bottom slab to minimize differential settlement between segments. Alternate methods to prevent differential settlement may be used when included in the Contract Documents or approved by the Engineer. Concrete cover at the joints may be reduced from the nominal cover shown in the Contract Documents, in accordance with the Standard Plans, but not less than 1 inch clear to the ends or inside mating surfaces of the joints or 1-1/2 inches clear to the outside surface of the joint for slightly and moderately aggressive environments, or 2 inches clear to the outside surface for extremely aggressive environments.

Meet one of the following design options:

**410-4.1.1 Equivalent to Cast-In-Place Designs:** Provide precast box segments identical to the plan details, including reinforcing steel grade or FRP reinforcing type, sizes and spacings, concrete cover, concrete class, and slab and wall dimensions. Reinforcing bar sizes and spacings may be reduced provided the equivalent area of reinforcing is provided in each layer. Haunch dimensions may be increased with the approval of the Engineer, but not greater than 8 inches for box culverts with internal spans less than 6 feet, or 12 inches for box culverts with larger internal spans.

**410-4.1.2 Standard Precast Designs:** Provide precast box segments in accordance with Standard Plans, Index 400-292 with the same hydraulic opening, fill height and reinforcing bar cover as shown in the Plans, for the most critical design loading combination. Perform a bridge load rating in accordance with the Structures Design Guidelines, for any multiple barrel culverts with a total span equal to or greater than 20 feet, when measured between the inside face of end supports, along the centerline of the roadway crossing.

**410-4.1.3 Modified or Special Designs:** Submit Modified Designs which differ from the standard precast designs in 410-4.1.2 with modifications to the wall and slab thickness haunch dimensions, or the use of FRP reinforcing. Submit Special Designs for sizes, elements and loads other than those referenced in 410-4.1.2. Redesign box culverts using the same AASHTO design specification, live load, hydraulic opening, fill height, minimum concrete class and concrete cover as shown in the Contract Documents. Special Designs will be required for all two-piece concrete box culvert segments. Provide a minimum member thickness not less than 75% of the thickness of the corresponding member of an equivalent Standard Plans, Index 400-292 box culvert, but not less than 7 inches for culverts with 2 inch concrete cover or 8 inches for 3 inch concrete cover. Perform a bridge load rating in accordance with the Structures Design Guidelines, for any redesign with a total span equal to or greater than 20 feet, when measure between the inside face of end supports, along the centerline of the roadway crossing.

**410-4.2 Design Submittals:** Submit shop drawings for all design options in accordance with 410-12. Submit design calculations, revised plans and load rating when required for approval in accordance with Section 5 for Modified or Special Designs. Ensure that a Specialty Engineer performs the design for Modified Designs of the box culvert and signs and seals the calculations.

Ensure that the Contractor's Engineer of Record performs any bridge load rating and the design for any Special Designs and signs and seals the revised plans, calculations and load rating.

#### **410-5 Other Elements of a Precast Box Culvert System.**

Extend reinforcing from precast sections to provide adequate splice lengths or utilize a mechanical rebar splicing system (steel reinforcing only) listed on the Department's Approved Product List (APL) for securing reinforcing dowels for headwalls, toe walls and wingwalls.

Cast all elements of the headwalls and wingwalls (footing and stem) in-place, unless otherwise noted in the Contract Documents. Cast all cut-off or toe walls for precast box end segments in-place only. Extend the depth of cut-off or toe walls an additional 6 inches with the limits of the bedding material. Bedding material and compaction requirements for wingwalls are the same as required for precast box sections, except that the granular material may be placed to the inside edge of the toe wall, unless otherwise specified in the Contract Documents. Bedding material is not required for cast-in-place wingwall footings.

All requirements of Section 400 and Section 415 apply to the fabrication of these elements. Backfill the locations behind the walls in accordance with the requirements of Section 125.

#### **410-6 Fabrication.**

**410-6.1 Casting:** Cast precast elements in unyielding beds and forms. Ensure bearing surfaces in casting forms are level and straight, and vertical surfaces are plumb prior to casting. Ensure surfaces within the forms against which concrete will be cast, are clean and free from rust and hardened residual concrete. Provide full concrete cover clearance to all form wires and other miscellaneous pieces of metal, except as permitted by Section 415. Bend all tie wires away from the form surface to provide maximum concrete cover. Provide inserts and lifting devices in accordance with 450-9.2.1.

**410-6.2 Surface Finish:** Finish the precast elements in accordance with 400-15.1.

**410-6.3 Curing:** Perform the curing by any method prescribed in Sections 400 and 450, or by any other Department approved alternate curing method included in the approved Producer QC Plan, or combinations thereof that have provided satisfactory results.

#### **410-6.4 Fabrication Tolerances:**

**410-6.4.1 Internal Dimensions:** Ensure the internal dimensions do not vary more than 1% from the design dimensions, with a maximum of 3/4 inch. Ensure the haunch dimensions do not vary more than 1/4 inch from the design dimensions.

**410-6.4.2 Slab and Wall Thickness:** Ensure the slab and wall thickness are not less than that shown in the Plans or approved shop drawings by more than 5 percent or 3/16 inch, whichever is greater. A thickness more than that required in the design will not be a cause for rejection although payment will be for plan quantity only.

**410-6.4.3 Length of Opposite Surfaces:** Ensure the variations in laying lengths of two opposite surfaces of the box section are not more than 1/8 inch per foot of clear span, with a maximum of 5/8 inches for precast boxes with a clear span of up to 7 feet and a maximum of 3/4 inches for boxes with a clear span greater than 7 feet. The exception to this is when beveled ends, for the purpose of laying curves, or skewed ends are specified by the Engineer.

**410-6.4.4 Length of Section:** Ensure the under run in length of sections is not more than 1/8 inch per foot of length with a maximum of 1/2 inches in any box section.

**410-6.4.5 Tongue and Groove Joints or Ends:** Ensure the planes formed by the ends of box sections do not vary perpendicular from the joint axis by more than the following:

1. Profiled Rubber Gasket Joints (ASTM C1677): 1/8 inch per foot of internal span with a maximum 5/8 inches for internal spans or heights less than or equal to 7 feet, and a maximum of 3/4 inches for internal spans greater than 7 feet.

2. Preformed Flexible Joints (ASTM C990): 1/4 inches for internal spans or heights less than 5 feet, or more than 3/8 inches for internal spans or heights of 5 feet or greater.

**410-6.4.6 Position of Reinforcement:** Meet the requirements of 415-5.10.2 for the maximum variation in the position of slab reinforcing. Meet the requirements of 415-5.8.2 for the maximum variation of wall reinforcing, except that the concrete cover must not be less than 1/4 inches nor more than 1/2 inches from the design dimensions.

**410-6.4.7 Area of Reinforcement:** Provide the area of reinforcement as indicated in the Plans or approved shop drawings as a minimum. If welded wire reinforcement is utilized in lieu of mild steel reinforcement, the provisions of 415-6 apply.

**410-6.5 Removal of Forms:** Remove forms after the concrete has attained the minimum compressive strength requirements included as part of the Producer QC Plan, but not less than the following:

Table 410-1	
Vertically cast walls and slabs for four-sided sections	1,000 psi
Three-sided box culvert bottom section	2,500 psi
Horizontally cast self-supporting slabs or walls	2,500 psi

Products manufactured with dry-cast concrete, are exempt from these requirements.

**410-6.6 Lifting and Removal From Casting Area:** Handle all products, including those manufactured with dry-cast concrete, after the concrete attains sufficient compressive strength as determined by the manufacturer but not less than the following, unless otherwise approved in the Producer QC Plan:

Table 410-2	
Vertically cast and stored elements (walls and slabs)	1,000 psi
Form/pallet supported elements (walls or slabs)	1,000 psi
Self-supporting four-sided sections	1,000 psi
Self-supporting horizontal slabs or three-sided sections	2,500 psi

Limit the flexural tension stresses from handling to a maximum allowable stress of three times the square root of the concrete compressive strength in psi, prior to the concrete attaining the required 28-day strength.

**410-7 Handling, Storage, and Shipping.**

Handle, store, and ship precast box culverts in a manner that prevents chipping, cracks, fractures, and excessive bending stress. Do not ship precast box culverts before the concrete attains the required 28-day strength.

The manufacturer is permitted to verify the shipping strength test, before 28 days, by testing compressive strength cylinders that are cured under the conditions similar to the product or by testing temperature match cured cylinders. The manufacturer may use the maturity method, ASTM C 1074, pulse velocity method in accordance with ASTM C 597, or any other approved nondestructive test method to estimate the strength of concrete for determining form removal and handling strengths or before verification of shipping strength by test cylinders.

Curing temperature and cycle must be monitored on a minimum of one box culvert curing cell from each day of production when nondestructive test methods or temperature match cured cylinders are used to determine concrete strengths.

The shipping strength test is the average compressive strength of two test cylinders. Do not ship any products until the QC Manager’s stamp is affixed to the product.

**410-8 Repairs and Rejection.**

Evaluate cracks, spalls and other deficiencies in accordance with 450-12. Classify fractures and cracks passing through the wall or slab, except for a single end crack with a length that does not exceed the depth of the joint, as major cracks. Walls and slab areas outside the

middle half of the internal span will be considered non-critical locations for the purpose of evaluating cracks. Repair cracks and all other deficiencies in accordance with 450-13 or the plant's approved repair methods that are included as part of the Producer QC Plan. Ensure that the original performance and durability of the repaired box culverts are maintained.

Use materials for concrete repair that will meet or exceed the strength requirement of the class of concrete used. Materials meeting the requirements of Section 930 may be substituted for non-shrink grout when required by 450-13. Precast box culvert elements are subject to rejection if they fail to conform to any of the Specification requirements after repair or when damaged ends would prevent making a satisfactory joint.

#### **410-9 Marking.**

Ensure each section of Precast Box Culvert has permanently and clear marking on an inside face by indentation, waterproof paint, or as specified in the Producer QC Plan, showing the manufacture date, serial number, project number, and manufacturer's name or symbol. The top of the box culvert must also be clearly indicated with waterproof paint or as specified in the Producer QC Plan.

#### **410-10 Trench, Foundation, Laying, and Backfill.**

**410-10.1 General:** Meet the requirements of Section 125 and/or Section 121, for trench excavation, foundation construction, laying and backfilling and the following:

Lay all precast box culvert sections on a dry, slightly yielding foundation, to ensure uniform bearing across the full width of the bottom slab. Provide dewatering devices, if applicable, in accordance with 455-29, capable of maintaining a stable and surface-dry trench bottom. Construct any temporary sheet piling used in cofferdams, retaining walls and to incorporate the Contractor's specific means and methods, in accordance with 125-3.

**410-10.2 Bedding:** Provide bedding that consists of a minimum 6 inch depth of select material, with not more than 15% fines passing the No. 200 U.S. Standard sieve, in accordance with Standard Plans, Index 120-001 or other granular material approved by the Engineer. Place bedding in maximum 6 inch compacted layers below the culvert to a minimum width of 12 inches outside the exterior walls of the culvert and meet the density requirements of 125-9.2. When coarse aggregate is approved for use as an alternate bedding material, wrap the bottom and sides of the coarse aggregate with a layer of Type D-4 geotextile filter fabric as specified in Section 985, and substituted the coarse aggregate with select material within 4 feet of the cut-off or toe walls at each end of the precast box culvert. Obtain the Engineer's approval before using flowable fill for bedding material. Provide other special bedding material, when required by the Contract Documents.

Set grade forms 12 inches outside each exterior wall of the box culvert. Uniformly compact this material and then grade off using the forms. Set the grade forms approximately 1/8 inches to 1/4 inches above the theoretical grade line to allow for soil compression. Adjust this distance to yield the proper grade, but do not use in lieu of the proper compaction of the granular bedding material. Remove the forms after placing the precast box culvert section.

**410-10.3 Placement of Precast Box Culvert Sections:** Obtain the Engineer's approval of the method of controlling line and grade during culvert installation. Use a method that allows rapid checking of the previously laid sections. Maintain line and grade on sections previously set. The Engineer will consider sections which do not retain the plan line within 0.10 foot or grade within 0.10 foot during laying of subsequent sections, as not having been laid to line and grade. Take up and relay sections not to line and grade without additional compensation.

**410-10.4 Placement of Multiple Barrel Culverts:** For multiple barrel installations using single-cell precast box sections, provide positive lateral support between the precast box culverts consisting of non-shrink grout, concrete meeting the requirements of Section 347 or non-excavatable flowable fill prior to backfilling. Provide partial height backfill or bracing to maintain alignment, when approved by the Engineer.

**410-10.5 Backfilling:** Begin backfilling only after the Engineers approval. Seal blockouts and holes provided for lifting or joint restraint by plugging using an epoxy mortar or non-shrink grout in accordance with Sections 926 or 934 and properly cure to ensure a sound and watertight plug, prior to backfilling.

**410-10.6 Underdrain and Weep Holes:** Provide a continuous underdrain in accordance with Standard Plans, Index 400-289.

#### **410-11 Joints.**

**410-11.1 General:** Make field joints for precast concrete box culvert sections with either profile rubber gaskets or preformed joint sealants, unless otherwise detailed in the Plans or approved shop drawings. Joint openings at the outside face must not exceed 1-1/2 inches in the assembled position at any location along the joint perimeter. Ensure a minimum 50% overlap of the joint tongue and groove around the entire perimeter of the box in the assembled position.

Completely wrap the outside of each joint with Type D-3 geotextile filter fabric as specified in Section 985. Provide fabric with a minimum width of 2 feet and a length sufficient to ensure a minimum overlap of 24 inches. The filter fabric must extend a minimum of 12 inches beyond each side of the joint. Secure the fabric tightly against the box culvert sections with metal or plastic strapping. Other methods which will hold the fabric securely against the wall of the culvert until the backfill is placed and compacted, may be used when approved by the Engineer. When specified in the Plans, secure the joint by a suitable device capable of holding the sections to line and grade as well as fully home. Remove these devices and repair locations as necessary if intrusive into the concrete after placing and compacting sufficient backfill to secure the sections.

**410-11.2 Profile Rubber Gaskets:** Install field joints in accordance with the joint manufacturer's instructions and meet the following:

1. Meet the requirements of ASTM C1677,
2. Store all gaskets in a cool place prior to use,
3. Submit to the Engineer written details regarding configuration of the joint and gasket required to create a soil-tight seal. Do not apply mortar, joint compound or other filler which would restrict the flexibility of the joint.

**410-11.3 Preformed Flexible Joint Sealants:** Install field joints in accordance with the joint manufacturer's instructions and meet the following:

1. Meet the requirements of ASTM C990,
2. Submit to the Engineer a written recommendation of the size (cross-sectional area) of joint sealant which will create a soil-tight seal. Ensure that this amount is the minimum quantity of bitumen sealant used. Do not brush or wipe joint surfaces which are to be in contact with the joint sealant with cement slurry. Fill minor voids with non-shrink grout,
3. Thoroughly clean and dry all joint surfaces which are to be in contact with the sealant material. When recommended by the sealant manufacturer, apply a primer of the type recommended to all joint surfaces which are to be in contact with the sealant material.

4. Apply sealant to form a continuous seal around each joint. The sealant must be protected by a removable wrapper. Do not remove the paper wrapper on the exterior surface of the preformed flexible joint sealant until immediately prior to joining the precast sections. Apply the joint sealant only to dry surfaces. When the atmospheric temperature is below 60°F, either store the joint sealant in an area above 70°F, or artificially warm the joint sealant to 70°F in a manner satisfactory to the Engineer. After assembly, ensure that there is full contact and compression of the sealant for the entire perimeter of the joint, as evidenced by the presence of minor bulging along any visible edges of the sealant. Neatly trim any extruded sealant flush with the concrete surface.

**410-11.4 Water-tight Joint Treatment:** Provide water-tight joints when shown in the Contract Documents. Utilize an external sealing band in accordance with ASTM C877 in addition to the requirements of 410-11.2 or 410-11.3. Determine the minimum width of sealing bands by substituting the larger of the clear rise or span of the precast concrete box section, for the equivalent pipe diameter in ASTM C877 Tables 1 and 2. Install external sealing band wrap in accordance with the manufacturer's instructions prior to wrapping the joint with geotextile filter fabric.

#### **410-12 Shop Drawings.**

Submit details of all precast box culvert elements for approval to the Engineer prior to manufacturing in accordance with 5-1.4. These shop drawings must include the proposed layout, lifting devices, and a note describing the casting method for the precast box culverts and details of any modifications to cast-in-place sections or connections thereto. All details must be submitted as a complete package including modifications to cast-in-place sections.

#### **410-13 Method of Measurement.**

The quantity to be paid for will be plan quantity for the structure shown in the Contract Documents in accordance with 400-22 and 415-7.

#### **410-14 Basis of Payment.**

Price and payment will be full compensation for all work specified in this Section, including the cost of special bedding material and its placement, additional cut-off or toe wall depth, temporary sheet piling, graded forms, joint materials, filter fabric material, attachment of the filter fabric, dewatering, excavation, channel excavation and lining, backfilling, restraining devices and any other materials or equipment necessary to make a complete and accepted installation.

Payment will be made under pay items for concrete (culverts), reinforcing steel (roadway), and FRP reinforcing.

**SECTION 425  
INLETS, MANHOLES, AND JUNCTION BOXES**

**425-1 Description.**

Construct inlets, manholes, and junction boxes from reinforced concrete as shown in the Standard Plans and the Plans. Furnish and install the necessary metal frames and gratings. Construct yard drains from concrete meeting the requirements of Section 347. Adjust structures shown in the Plans to be adjusted or requiring adjustment for the satisfactory completion of the work.

For precast structures, meet the requirements in 449-1.

**425-2 Composition and Proportioning.**

**425-2.1 Concrete:** For inlets, manholes, and junction boxes, use Class II or IV concrete, as designated in the Plans and Standard Plans and as specified in Section 346. For concrete aprons and yard drains, use concrete as specified in Section 347.

**425-2.2 Mortar:** For brick masonry, make the mortar by mixing one-part cement to three parts sand. Miami Oolitic rock screenings may be substituted for the sand, provided the screenings meet the requirements of 902 except for gradation requirements. Use materials passing the No. 8 sieve that are well graded from coarse to fine. Submit documentation, from a Department approved mine or a Department approved concrete plant, confirming the sand or sand substitute meets the requirements of 902-3.2.

Preblended masonry cement mortar may be used in lieu of the above-specified mortar. Deliver the product in original and unopened packages properly identified by brand name of manufacturer, net weight of package, and type. Store the material in full compliance with the manufacturer’s recommendations. Material must be used within manufacturer’s recommended shelf life.

**425-3 Materials.**

**425-3.1 General:** Meet the following requirements:

Sand (for mortar).....	Section 902
Portland Cement.....	Section 921
Water.....	Section 923
Reinforcing Steel .....	Sections 931 and 415
Liner Repair Systems .....	Section 948
Brick and Concrete Masonry Units.....	Section 949
Castings for Frames and Gratings.....	Section 962
Masonry Cement, Type M or S.....	ASTM C91
Preblended Dry Masonry Cement Mortar, Type M or S .....	ASTM C1714
.....	ASTM C1714

**425-3.2 Gratings, Covers, and Frames:** Use gratings and frames fabricated from structural steel or cast iron as designated in the appropriate Standard Plans Index. When “Alt. G” grates are specified in the Plans, provide structural steel grates that are galvanized in accordance with the requirements of ASTM A123 and hardware galvanized in accordance with the requirements of ASTM A153.

Use rigid frames and covers either 24 inches or 36 inches or optional three-piece adjustable frames and covers as indicated in Standard Plans, Index 425-001.

For three-piece adjustable frames, the inner frame may include replaceable resilient seats to support the cover. In addition, the inner frame shall indicate it is adjustable, by clearly having the word “adjustable” imprinted into the exposed portion of the inner frame so “adjustable” is visible from the roadway after installation.

**425-3.3 Skimmer:** Include 1.5% by weight of carbon black with plastic skimmers on french drain systems.

#### **425-4 Forms.**

Design and construct wood or metal forms so that they may be removed without damaging the concrete. Build forms true to line and grade and brace them in a substantial and unyielding manner. Obtain the Engineer’s approval before filling them with concrete.

#### **425-5 Precast Inlets, Manholes, and Junction Boxes.**

Precast inlets, manholes, and junction boxes, designed and fabricated in accordance with the Plans, the Standard Plans and Section 449 may be substituted for cast-in-place units.

#### **425-6 Skimmers.**

Furnish and install skimmers in accordance with the Plans and Standard Plans.

#### **425-7 Construction Methods.**

**425-7.1 Excavation:** Excavate as specified in Section 125.

Where unsuitable material for foundations is encountered, excavate the unsuitable material and backfill with suitable material prior to constructing or setting inlets, manholes and junction boxes.

As an option to the above and with the Engineer’s approval, the Contractor may carry the walls down to a depth required for a satisfactory foundation, backfill to 8 inches below the flowline with clean sand and cast a non-reinforced 8 inch floor.

**425-7.2 Placing and Curing Concrete:** Place the concrete in the forms, to the depth shown in the Plans, and thoroughly vibrate it. After the concrete has hardened sufficiently, cover it with suitable material and keep it moist for a period of three days. Finish the traffic surface in accordance with 522-7.2, or with a simulated broom finish approved by the Engineer.

**425-7.3 Setting Manhole Castings:** After curing the concrete as specified above, set the frame of the casting in a full mortar bed composed of one-part portland cement to two parts of fine aggregate.

**425-7.3.1 Standard Castings:** Set manhole frames in a mortar bed and adjust to grade using brick or concrete grade rings, with a maximum 12 inch adjustment.

**425-7.3.2 Optional Adjustable Castings:** When using a three-piece adjustable frame and cover, install the frame and cover with brick or concrete grade rings to the base course height. Make adjustments using the inner frame in accordance with the manufacturer’s installation recommendations so the inner frame and cover meet the grade and slope of the pavement surface opened to traffic.

**425-7.4 Reinforcing Steel:** Follow the construction methods for the steel reinforcement as specified in Section 415.

**425-7.5 Laying Brick:** Brick masonry may be used if the structure is circular and constructed in place, or for adjustments of rectangular risers up to a maximum 12 inches in

height. Saturate all brick with water before laying. Bond the brick thoroughly into the mortar using the shove-joint method to lay the brick. Arrange headers and stretchers so as to bond the mass thoroughly. Finish the joints properly as the work progresses and ensure that they are not less than 1/4 inch or more than 3/4 inch in thickness. Do not use spalls or bats except for shaping around irregular openings or when unavoidable at corners.

**425-7.6 Backfilling:** Backfill as specified in Section 125, meeting the specific requirements for backfilling and compaction around inlets, manholes, and junction boxes detailed in 125-8.1 and 125-8.2. However; for outfall lines beyond the sidewalk or future sidewalk area, where no vehicular traffic will pass over the pipe, inlets, manholes, and junction boxes, compact backfill as required in 125-9.2.2.

**425-7.7 Adjusting Structures:** Adjust existing manholes, catch basins, inlets, valve boxes, etc., within the limits of the proposed work, to meet the finished grade of the proposed pavement, or if outside of the proposed pavement area, to the finished grade designated in the Plans for such structures. Adjust structures prior to placement of final asphalt pavement surface layer. Adjust structures to match final pavement surface cross-slope. Use materials and construction methods which meet the requirements specified above to adjust the existing structures.

The Contractor may extend manholes needing to be raised using adjustable extension rings of the type which do not require the removal of the existing manhole frame. Use an extension device that provides positive locking action and permits adjustment in height as well as diameter and meets the approval of the Engineer. When adjusting structures in flexible pavement, restore final road surface in accordance with Standard Plans, Index 125-001.

#### **425-8 Method of Measurement.**

The quantities to be paid for will be the number of inlets, manholes, junction boxes, and yard drains, completed and accepted; and the number of structures of these types (including also valve boxes) satisfactorily adjusted. Performance Turf will be paid in accordance with Section 570.

#### **425-9 Basis of Payment.**

**425-9.1 New Structures:** Price and payment will be full compensation for furnishing all materials and completing all work described herein or shown in the Plans, including all clearing and grubbing outside the limits of clearing and grubbing as shown in the Plans, all excavation except the volume included in the measurement designated to be paid for under the items for the grading work on the project, all backfilling around the structures, the disposal of surplus material, and the furnishing and placing of all aprons, gratings, frames, covers, and any other necessary fittings.

**425-9.2 Adjusted Structures:** When an item of payment for adjusting manholes, valve boxes, or inlets is provided in the proposal, price and payment will be full compensation for the number of such structures designated to be paid for under such separate items, and which are satisfactorily adjusted, at the Contract unit prices each for adjusting inlets, adjusting manholes, and adjusting valve boxes.

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

**425-9.3 Payment Items:** Payment will be made under:

- Item No.425- 1- Inlets - each.
- Item No.425- 2- Manholes - each.
- Item No.425- 3- Junction Boxes - each.
- Item No.425- 4- Adjusting Inlets - each.
- Item No.425- 5- Adjusting Manholes - each.
- Item No.425- 6- Adjusting Valve Boxes - each.
- Item No.425- 8- Adjusting Miscellaneous Structures - each.
- Item No.425- 10- Yard Drains - each.
- Item No. 425- 17- Back of Sidewalk Endwall - each.

**SECTION 430  
PIPE CULVERTS**

**430-1 Description.**

Furnish and install drainage pipe and end sections at the locations called for in the Plans. Furnish and construct joints and connections to existing pipes, catch basins, inlets, manholes, walls, etc., as may be required to complete the work.

Obtain pipe culverts and drainage products from a plant that is currently on the Department’s Production Facility Listing. Producers seeking inclusion on the list shall meet the requirements of Section 105.

At the beginning of each project, submit a notarized certification statement to the Engineer in accordance with Section 6. The Quality Control Manager’s stamp or label on each product indicates certification that the product was fabricated in conformance with the Producer QC Plan, the Contract, and this Section. Ensure that each shipment of drainage products to the project site is accompanied with a QC signed or stamped delivery ticket providing the description and the list of the products.

When the Producer Quality Control Program is suspended by the Department, accept responsibility of either obtaining products from a plant with an approved Quality Control Program, or await re-approval of the plant. The Engineer will not allow changes in Contract Time or completion dates as a result of the plant’s loss of qualification. Accept responsibility for all delay costs or other costs associated with the loss of the plant’s qualification.

Construct structural plate pipe culverts or underdrains in accordance with Sections 435 and 440.

For pipe culverts installed by jack & bore, install in accordance with Section 556.

**430-2 Materials.**

**430-2.1 Pipe:** Meet the following requirements:

Concrete Pipe .....	Section 449
Steel Pipe .....	556-2.1
Round Rubber Gaskets .....	Section 942
Resilient Connectors* .....	Section 942
Corrugated Steel Pipe and Pipe Arch.....	Section 943
Corrugated Aluminum Pipe and Pipe Arch .....	Section 945
Corrugated Polyethylene Pipe.....	Section 948
Steel Reinforced Polyethylene Ribbed Pipe .....	Section 948
Steel Reinforced Polyethylene Corrugated Pipe.....	Section 948
Corrugated Polypropylene Pipe .....	Section 948
Corrugated Polyvinyl Chloride (PVC) Pipe .....	Section 948
Fiberglass Reinforced Polymer Pipe.....	Section 948
Metal Grates.....	Section 962
Pipe Sleeve Adapters.....	Section 948

\*Use resilient connector products listed on the Department’s Approved Product List (APL).

**430-2.2 Joint Materials:** Use joint materials specified in 430-7 through 430-9 according to type of pipe and conditions of usage.

**430-2.3 Mortar:** Use mortar composed of one part Portland cement and two parts of clean, sharp sand, to which mixture the Contractor may add hydrated lime in an amount not to exceed 15% of the cement content. Use mortar within 30 minutes after its preparation.

**430-2.4 End Treatments:** Meet the requirements of Section 425-3.1. For precast end treatments, meet the requirements in 449-1. Use the concrete Class designated in the Plans and Standard Plans, and as specified in Section 346 and 347.

**430-2.5 Grates:** Use metal gratings that meet the requirements of 962-8.

**430-2.6 Filter Fabric:** Use a Type D-3 filter fabric meeting the requirements specified in Section 985, and listed on the Department's Approved Product List (APL).

### **430-3 Type of Pipe to be Used.**

**430-3.1 General:** Prior to the preconstruction conference, submit to the Engineer which optional pipe material from the optional materials tabulation sheet will be used. Once a pipe material is selected, do not change pipe materials without approval of the Engineer.

When the Plans designate a type (or types) of pipe, use only the type (or choose from the types) designated. As an exception, when the Plans designate reinforced concrete pipe as Class S, Class I, Class II, Class III and Class IV, the Contractor may use non-reinforced concrete pipe up to and including 36 inch in diameter.

**430-3.2 Side Drain:** If the Plans do not designate a type (or types) of pipe, the Contractor may use either a minimum Class I concrete pipe, corrugated steel pipe, corrugated aluminum pipe, corrugated high-density polyethylene pipe, steel reinforced polyethylene ribbed pipe, polypropylene pipe, or PVC pipe. If one of the metal types is chosen, use the minimum gage specified in Section 943 for steel pipe or Section 945 for aluminum pipe. Alternatively, when metal pipe is allowed and no future maintenance concerns exist, the Contractor may propose the pipe gage based on the Department's Drainage Manual and Culvert Service Life Estimator for approval by the Engineer. When extending existing pipes, construct the pipe extensions of the same size and kind as the existing pipe. Extensions of existing pipes, whose materials are no longer produced, shall be extended with the most similar pipe material available.

Non-reinforced concrete pipe may also be substituted for concrete pipe in side drains, subject to the provisions of 430-3.1.

### **430-4 Laying Pipe.**

**430-4.1 General:** Lay all pipe, true to the lines and grades given, with bells up grade and spigot end fully entered into the bell. When pipe with quadrant reinforcement or circular pipe with elliptical reinforcement is used, install the pipe in a position such that the manufacturer's marks designating "top" and "bottom" of the pipe are not more than five degrees from the vertical plane through the longitudinal axis of the pipe. Do not allow departure from and return to plan alignment and grade to exceed 1/16 inch per foot of nominal pipe length, with a total of not more than 1 inch departure from theoretical line and grade. Take up and relay any pipe that is not in true alignment or which shows any settlement after laying at no additional expense to the Department.

Do not use concrete pipe with lift holes except round pipe which has an inside diameter in excess of 54 inches or any elliptical pipe.

Repair lift holes, if present, with hand-placed, stiff, non-shrink, 1-to-1 mortar of cement and fine sand, after first washing out the hole with water. Completely fill the void created by the lift hole with mortar. Cover the repaired area with a 24 inch by 24 inch piece of filter fabric secured to the pipe.

Follow the manufacturer’s instructions, to secure the filter fabric to the pipe, until the backfill is placed and compacted.

Do not cut or drill into or through the corrugations or ribs of plastic pipe except when necessary to meet the dimensional requirements shown in the Plans.

When installing pipes in structures, construct inlet and outlet pipes of the same size and kind as the connecting pipe shown in the Plans. Use the same pipe material within each continuous run of pipe. Extend the pipes through the walls for a distance beyond the outside surface sufficient for the intended connections, and construct the concrete around them neatly to prevent leakage along their outer surface as shown on Standard Plans, Index 425-001. Keep the inlet and outlet pipes flush with the inside of the wall. Resilient connectors as specified in 942-3 may be used in lieu of a masonry seal.

Furnish and install a filter fabric jacket around all pipe joints and the joint between the pipe and the structure in accordance with Standard Plans, Indexes 425-001 and 430-001. Use fabric meeting the physical requirements of Type D-3 specified in Section 985. Extend the fabric a minimum of 12 inches beyond each side of the joint or both edges of the coupling band, if a coupling band is used. The fabric must have a minimum width of 24 inches, and a length sufficient to provide a minimum overlap of 24 inches. Secure the filter fabric jacket against the outside of the pipe by metal or plastic strapping or by other methods approved by the Engineer.

Meet the following minimum joint standards:

Table 430-1	
Pipe Application	Minimum Standard
Storm and Cross Drains	Water-tight
Gutter Drain	Water-tight
Side Drains	Soil-tight

When rubber gaskets are to be installed in the pipe joint, the gasket must be the sole element relied on to maintain a tight joint. Soil tight joints must be watertight to 2 psi. Water-tight joints must be water-tight to 5 psi unless a higher pressure rating is required in the Plans.

When laying pipes that pass through mechanically stabilized earth (MSE) reinforced fill, connect the portion of the pipe within the wall to the external portion of the pipe run only after the full height of the wall supported embankment is in place.

When Wall Zone Pipes are shown in the Plans, meet the following requirements:

1. Use resilient connectors on pipes entering and leaving drainage structures.
2. Provide a 2 to 4 inch pipe overhang beyond the drainage structure internal walls.
3. For pipes without welded joints, meet the following additional requirements:
  - a. Pipe joints must be watertight to 10.8 psi when pulled out 2 inches from the fully homed position in both straight alignment and 5% deflection.
  - b. Do not allow the gap between sections of pipe to exceed 5/8 inch for all pipe diameters.

**430-4.2 Trench Excavation:** Excavate the trench for storm and cross drains, and side drains as specified in Section 125.

**430-4.3 Foundation:** Provide a suitable foundation, where the foundation material is of inadequate supporting value, as determined by the Engineer. Remove the unsuitable material and replace it with suitable material, as specified in 125-8. Where in the Engineer's opinion, the removal and replacement of unsuitable material is not practicable, he may direct alternates in the design of the pipeline, as required to provide adequate support. Minor changes in the grade or alignment will not be considered as an adequate basis for extra compensation.

Do not lay pipe on blocks or timbers, or on other unyielding material, except where the use of such devices is called for in the Plans.

**430-4.4 Backfilling:** Backfill around the pipe as specified in 125-8 unless specific backfilling procedures are described in the Contract Documents.

**430-4.5 Plugging Pipe:** When existing pipe culverts are to be permanently placed out of service, fill them with flowable fill that is non-excavatable, contains a minimum 350 pounds per cubic yard of cementitious material and meets the requirements of Section 121 and/or plug them with masonry plugs as shown in the Plans. Install masonry plugs that are a minimum of 8 inches in thickness, in accordance with Standard Plans, Index 430-001.

When proposed or existing pipe culverts are to be temporarily placed out of service, plug them with prefabricated plugs as shown in the Plans. Install prefabricated plugs in accordance with the manufacturer's recommendations. Do not fill or construct masonry plugs in any pipe culvert intended for current or future service.

**430-4.6 End Treatment:** Place an end treatment at each storm and cross drain, and side drain as shown in the Plans. Sod around end treatments in accordance with Standard Plans, Index 570-001.

**430-4.6.1 U-Type Concrete Endwalls:** Construct in accordance with the Plans and Standards Plans, Indexes 430-010 through 430-012 and Index 430-090.

**430-4.6.2 Flared End Sections:** Construct in accordance with the Plans and Standard Plans, Index 430-020. Use precast flared end sections only.

**430-4.6.3 Mitered End Sections:** Construct in accordance with the Plans and Standard Plans, Indexes 430-021 and 430-022. Construct mitered end sections for corrugated high-density polyethylene (HDPE) pipe, polypropylene (PP) pipe, steel reinforced polyethylene ribbed (SRPE) pipe and polyvinyl-chloride (PVC) pipe as specified in Section 948 and as detailed in the Standard Plans.

**430-4.6.4 Straight and Winged Concrete Endwalls:** Construct in accordance with the Plans and Standard Plans, Indexes 430-030 through 430-040.

Provide end treatments for corrugated polyethylene pipe, polypropylene pipe, and PVC pipe as specified in Section 948, or as detailed in the Plans.

**430-4.7 Metal Pipe Protection:** Apply a bituminous coating to the surface area of the pipe within and 12 inches beyond the concrete or mortar seal prior to sealing, to protect corrugated steel or aluminum pipe embedded in a concrete structure, such as an inlet, manhole, junction box, endwall, or concrete jacket.

Ensure that the surface preparation, application methods (dry film thickness and conditions during application), and equipment used are in accordance with the coating manufacturers' published specifications.

Obtain the Engineer's approval of the coating products used.

**430-4.8 Pipe Inspection:** For pipes installed under the roadway, inspection is to be conducted when backfill reaches 3 feet above the pipe crown or upon completion of the stabilized subgrade. For pipe installed within fills, including embankments confined by walls, inspection is to be conducted when compacted embankment reaches 3 feet above the pipe crown or the finished earthwork grade as specified in the Plans. Prior to conducting the inspection, submit to the Engineer an inspection schedule for dewatering the installed pipe, and the removal of all silt, debris, and obstructions. Submit pipe inspection videos and reports to the Department for review prior to the continuation of paving.

For pipe 48 inches or less in diameter, submit to the Engineer the video files and reports using low barrel distortion video equipment with laser profile technology, non-contact video micrometer and associated software. For all pipe types, provide a Pipe Observation Summary Report for each pipe run that shall include:

1. Actual recorded length and width measurements of all cracks within the pipe.
2. Actual recorded separation measurement of all rigid pipe joints.
3. Detailed written observations of leaks, debris, or other damage or defects.

For flexible pipe types, submit a Pipe Ovality Report for each pipe run that includes:

1. Representative diameter of the pipe.
2. Pipe deformation/deflections measurements with the 5% deflection limit clearly delineated.

Laser profiling and measurement technology must be certified by the company performing the work to be in compliance with the calibration criteria posted at: <https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/construction/engineers/environmental/laser-profiling-calibration-criteria.pdf>. Reports submitted in electronic media are preferred.

For pipe larger than 48 inches, submit to the Engineer a detailed visual inspection summary report for each pipe run, including photos, locations and details of deficient cracks, joint separations, infiltration, and damage.

The Engineer may waive this requirement for side drains and cross drains which are short enough to inspect from each end of the pipe.

**430-4.8.1 Video Report:** Provide video files via digital media (DVD, flash drive, or other) or by online digital distribution with a minimum standard resolution of 720 x 480. Use a camera with lighting suitable to allow a clear picture of the entire periphery of the pipe. Center the camera in the pipe both vertically and horizontally and be able to pan and tilt to a 90-degree angle with the axis of the pipe and rotating 360 degrees. Use equipment to move the camera through the pipe that will not obstruct the camera's view or interfere with proper documentation of the pipe's condition.

The video image shall be clear, focused, and relatively free from roll, static, or other image distortion qualities that would prevent the reviewer from evaluating the condition of the pipe. The video will include identification before each section of pipe filmed. The identification will include the project number, the structure number corresponding to the structure number in the Plans for the project, size of pipe, the date and time, and indicate which pipe is being filmed if multiple pipes are connected to the structure. Notes should be taken during the video recording process. Submit these notes along with the video.

Move the camera through the pipe at a speed not greater than 30 feet per minute. Mark the video with the distance down the pipe. The distance shall have an accuracy of one foot per 100 feet. Film the entire circumference at each joint. Stop the camera and pan when necessary to document and measure defects. Position the camera head perpendicular to all defects requiring measurement by the video micrometer.

**430-4.8.2 Reinspection:** At any time after reviewing the submitted pipe inspection reports, the Engineer may direct additional inspections. If no defects are observed during the reinspection, the Department will pay for the cost of the reinspections in accordance with 4-3. If defects are observed, the reinspection and all work performed to correct the defects will be done at no cost to the Department. Acceptance of all replacements or repairs will be based on video documentation of the completed work prior to Final Acceptance.

#### **430-5 Removing Existing Pipe.**

If the Plans indicate that existing pipe is to remain the property of the Department, collect and stack along the right-of-way all existing pipe or pipe arch so indicated in the Plans to be removed, or that does not conform to the lines and grades of the proposed work and that is not to be re-laid, as directed by the Engineer. Take care to prevent damage to salvageable pipe during removal and stacking operations.

#### **430-6 Placing Pipe Under Railroad.**

**430-6.1 General:** Construct pipe culverts under railroad tracks in accordance with the requirements of the railroad company.

Perform all the shoring under the tracks, and sheeting and bracing of the trench, required by the railroad company or deemed necessary by the Engineer in order to ensure safe and uninterrupted movement of the railroad equipment, at no expense to the Department.

**430-6.2 Requirements of the Railroad Company:** Install pipe using methods required by the railroad company and shown in the Contract Documents.

When the general method of installation required by the railroad company is indicated in the Plans, do not alter such method, or any other specific details of the installation which might be indicated in the Plans, without receiving approval or direction from the railroad, followed by written approval from the Engineer.

**430-6.3 Notification to Railroad Company:** Notify the railroad company and the Engineer at least ten days prior to the date on which pipe is to be placed under the railroad tracks.

**430-6.4 Placing Pipe by Jacking:** Obtain the Engineer's and the railroad company's approval of the details of the jacking method to be used, when placing pipe through the railroad embankment, before the work is started.

**430-6.5 Use of Tunnel Liner:** When the railroad company requires that a tunnel liner be used for placing the pipe in lieu of the jacking method, the Department will pay for the tunnel liner material separately in cases where the Contract Documents do not require the use of a tunnel liner. For these cases the Department will reimburse the Contractor for the actual cost of the liner, delivered at the site. The Department will base such cost on a liner having the minimum gage acceptable to the railroad.

#### **430-7 Specific Requirements for Concrete Pipe.**

**430-7.1 Sealing Joints:** Seal the pipe joints with round rubber or profile gaskets meeting the requirements of Section 449. Ensure that the gasket and the surface of the pipe joint, including the gasket recess, are clean and free from grit, dirt, and other foreign matter, at the time

the joints are made. In order to facilitate closure of the joint, application of a vegetable soap lubricant immediately before closing of the joint will be permitted. Prelubricated gaskets may be used in lieu of a vegetable soap lubricant when the lubricating material is certified to be inert with respect to the rubber material.

**430-7.2 Laying Requirements for Concrete Pipe with Rubber Gasket Joints:** Do not allow the gap between sections of pipe to exceed 5/8 inch for pipe diameters of 12 inches through 18 inches, 7/8 inch for pipe diameters of 24 through 66 inches, and 1 inch for pipe diameters 72 inches and larger. Where minor imperfections in the manufacture of the pipe create an apparent gap in excess of the tabulated gap, the Engineer will accept the joint provided that the imperfection does not exceed 1/3 the circumference of the pipe, and the rubber gasket is 1/4 inch or more past the pipe joint entrance taper. Where concrete pipes are outside of these tolerances, replace them at no expense to the Department. Do not apply mortar, joint compound, or other filler to the gap which would restrict the flexibility of the joint.

**430-7.3 Field Joints for Elliptical Concrete Pipe:** Use either a preformed plastic gasket material or an approved rubber gasket to make a field joint.

**430-7.3.1 Plastic Gasket:** Meet the following requirements when field joints are made from preformed plastic gasket material:

**430-7.3.1.1 General:** Install field joints in accordance with the manufacturer's instructions and the following:

**430-7.3.1.2 Material:** Meet the requirements of 942-2.

**430-7.3.1.3 Joint Design:** Ensure that the pipe manufacturer submits details to the Engineer regarding configuration of the joint and the amount of gasket material required to affect a satisfactory seal. Do not brush or wipe joint surfaces which are to be in contact with the gasket material with a cement slurry. Fill minor voids with cement slurry.

**430-7.3.1.4 Primer:** Apply a primer of the type recommended by the manufacturer of the gasket material to all joint surfaces which are to be in contact with the gasket material, prior to application of the gasket material. Thoroughly clean and dry the surface to be primed.

**430-7.3.1.5 Application of Gasket:** Apply gasket material to form a continuous gasket around the entire circumference of the leading edge of the tongue and the groove joint, in accordance with the detail shown on Standard Plans, Index 430-001. Do not remove the paper wrapper on the exterior surface of the gasket material until immediately prior to joining of sections. Apply plastic gasket material only to surfaces which are dry. When the atmospheric temperature is below 60°F, either store plastic joint seal gaskets in an area above 70°F, or artificially warm the gaskets to 70°F in a manner satisfactory to the Engineer.

**430-7.3.1.6 Installation of Pipe:** Remove and reposition or replace any displaced or contaminated gasket as directed by the Engineer. Install the pipe in a dry trench. Carefully shape the bottom of the trench to minimize the need for realignment of sections of pipe after they are placed in the trench. Hold to a minimum any realignment of a joint after the gaskets come into contact. Prior to joining the pipes, fill the entire joint with gasket material and ensure that when the pipes are joined there is evidence of squeeze-out of gasket material for the entire internal and external circumference of the joint. Trim excess material on the interior of the pipe to provide a smooth interior surface. If a joint is defective, remove the leading section of pipe and reseal the joint.

**430-7.3.2 Rubber Gasket:** Meet the following requirements when field joints are made with profile rubber gaskets:

**430-7.3.2.1 General:** Install field joints in accordance with the manufacturer's instructions and the following:

**430-7.3.2.2 Material:** Meet the requirements of 942-4.

**430-7.3.2.3 Joint Design:** Ensure that the pipe manufacturer submits details to the Engineer regarding configuration of the joint and gasket required to effect a satisfactory seal. Do not apply mortar, joint compound, or other filler which would restrict the flexibility of the gasket joint.

#### **430-7.4 Requirements for Concrete Radius Pipe:**

**430-7.4.1 Design:** Construct concrete radius pipe in segments not longer than 4 feet (along the pipe centerline), except where another length is called for in the Contract Documents. Join each segment using round rubber gaskets. Ensure that the pipe manufacturer submits details of the proposed joint, segment length and shape for approval by the Engineer, prior to manufacture.

**430-7.4.2 Pre-Assembly:** Ensure that the manufacturer pre-assembles the entire radius section in his yard, in the presence of the Engineer, to ensure a proper fit for all parts. At the option of the manufacturer, the Contractor may assemble the pipe without gaskets. Consecutively number the joints on both the interior and exterior surfaces of each joint, and make match marks showing proper position of joints. Install the pipe at the project site in the same order as pre-assembly.

#### **430-8 Specific Requirements for Corrugated Metal Pipe.**

##### **430-8.1 Field Joints:**

**430-8.1.1 General:** Make a field joint with locking bands, as specified in Article 9 of AASHTO M36 and AASHTO M196M for aluminum pipe. For aluminum pipe, fabricate bands from the same alloy as the culvert sheeting.

When existing pipe to be extended is helically fabricated, make a field joint between the existing pipe and the new pipe using one of the following methods:

1. Cut the new pipe to remove one of the re-rolled annular end sections required in Sections 943 or 945, or fabricate the pipe so that the re-rolled annular section is fabricated only on one end. Use either a spiral (helical) band with a gasket or a flat band with gaskets as required by 430-8.1.2 (2) to join the pipe sections.

2. The Contractor may construct a concrete jacket as shown on Standard Plans, Index 430-001.

**430-8.1.2 Side Drain, Storm and Cross Drain, and Gutter Drains:** Where corrugated metal pipe is used as side drain, storm and cross drain, or gutter drain, use a rubber or neoprene gasket of a design shown to provide a joint as specified in 430-4.

Use a gasket of one of the following dimensions:

1. For annular joints with 1/2 inch depth corrugation: either a single gasket a minimum of 7 inches by 3/8 inch or two gaskets a minimum of 3-1/2 inches by 3/8 inch; and for annular joints with 1 inch depth corrugations: either a single gasket a minimum of 7 inches by 7/8 inch or two gaskets a minimum of 3-1/2 inches by 7/8 inch.

2. For helical joints with 1/2 inch depth corrugation: either a single gasket a minimum of 5 inches by 1 inch or two gaskets a minimum of 3-1/2 inches by 1 inch; and for helical joints with 1 inch depth corrugations: either a single gasket a minimum of 5 inches by 1-1/2 inches or two gaskets a minimum of 3-1/2 inches by 1-1/2 inches.

3. Such other gasket designs as may be approved by the Engineer.

If, in lieu of a single gasket spanning the joint, two gaskets are used, place these individual gaskets approximately 2 inches from each pipe end at the joint. When two gaskets are used, seal the overlapping area on the coupling band between the gaskets consistent with the joint performance specified. The Contractor may tuck a strip of preformed gasket material over the bottom lip of the band for this purpose. Use coupling bands that provide a minimum circumferential overlap of 3 inches. As the end connections on the coupling band are tightened, ensure that there is no local bending of the band or the connection. Use precurved coupling bands on pipe diameters of 24 inches or less.

Use flat gaskets meeting the requirements of ASTM D1056, designation 2C2 or 2B3. In placing flat gaskets on pipe prior to placing the coupling band, do not stretch the gasket more than 15% of its original circumference. Use circular gaskets meeting the requirements of ASTM C361. Do not stretch the circular gasket more than 20% of its original circumference in placing the gasket on pipe. Use preformed plastic gasket material meeting the composition requirements of 942-2.2.

Apply an approved vegetable soap lubricant, as specified for concrete pipe in 430-7.1.1.

**430-8.1.3 Alternate Joint:** In lieu of the above-specified combination of locking bands and flat gaskets, the Contractor may make field joints for these pipe installations by the following combinations:

1. Use the metal bands as specified in Article 9 of AASHTO M36M that are at least 10-1/2 inches wide and consist of a flat central section with a corrugated section near each end, designed to match the annular corrugation in the pipe with which they are to be used. Connect the bands in a manner approved by the Engineer, with a suitable fastening device such as the use of two galvanized 1/2 inch diameter bolts through a galvanized bar and galvanized strap, suitably welded to the band. Use a strap that is the same gage as the band.

Where helically corrugated pipe is to be jointed by this alternate combination, ensure that at least the last two corrugations of each pipe section are annular, and designed such that the band will engage each pipe end with the next-to-outside annular corrugation.

2. For these bands, use a rubber gasket with a circular cross-section of the “O-ring” type conforming to ASTM C361. Use gaskets having the following cross-sectional diameter for the given size of pipe:

Table 430-2 Non-SI Units	
Pipe Size	Gasket Diameter
12 inches through 36 inches (with 1/2 inch depth corrugations)	13/16 inch
42 inches through 96 inches (with 1/2 inch depth corrugations)	7/8 inch
36 inches through 120 inches (with 1 inch depth corrugations)	1-3/8 inches

Use preformed gasket material to seal the overlapping area on the coupling band between gaskets.

3. Use channel band couplers in helical pipe with ends which have been reformed and flanged specifically to receive these bands. Use channel band couplers that are of a two piece design, are fabricated from galvanized steel stock conforming to AASHTO M36, have

2 inch by 2 inch by 3/16 inch angles fastened to the band ends to allow for proper tightening, and meet the following:

Table 430-3 Non SI Units	
Band Thickness	Pipe Wall Thickness
0.079 inch	0.109 inch or lighter
0.109 inch	0.138 inch or heavier
3/4 inch wide	0.109 inch or lighter
1 inch wide	0.138 inch or heavier

Furnish two 1/2 inch diameter connection bolts with each band, that conform to ASTM A307, Grade A and are electroplated in accordance with ASTM B633.

Use a gasket with the joint that is a hydrocarbon blend of butyl rubber meeting the chemical composition and physical properties of 942-2.2. Use a 3/8 by 3/4 inch gasket for pipe fabricated from 0.109 inch or lighter material and a 3/8 by 1 inch gasket for pipe fabricated from 0.138 inch and heavier material.

The Contractor may use a flange band coupler without the gasket for all applications other than side drain, storm and cross drain, and gutter drain.

Do not use the flange band coupler to join dissimilar types of pipe.

The Contractor may join reformed flanged helical pipe to existing annular or reformed pipe having annular ends. On non-gasketed installations, use either an annular band or an alternate joint described in 430-8.1.3. On gasketed installations, use an annular band, minimum of five corrugations in width, in conjunction with two O-ring gaskets as specified in 430-8.1.3. Use mastic material to seal the area of band overlap.

The minimum joint performance standards specified in 430-4.1 apply.

**430-8.2 Laying and Shape Requirements for Corrugated Metal Pipe:** Install pipe using either a trench or open ditch procedure.

Check pipe shape regularly during backfilling to verify acceptability of the construction method used. Pipe deflected 5% or more of the certified actual mean diameter of the pipe at final inspection shall be replaced at no cost to the Department. Deflection measurements are taken at the point of smallest diameter on the corrugations.

**430-9 Specific Requirements for Steel Reinforced Polyethylene Ribbed Pipe, Corrugated High-Density Polyethylene Pipe, Polypropylene Pipe, and Polyvinyl Chloride (PVC) Pipe.**

**430-9.1 Sampling Requirements:** Submit a sample of each pipe material and diameter used on each project to the Engineer a minimum of two weeks prior to the installation, provided that the pipe meets all of the following:

1. Pipe material is PVC, HDPE, steel reinforced polyethylene
2. Pipe is corrugated or ribbed
3. Pipe diameter is 12" or larger
4. Project quantity for a pipe diameter is more than 100 linear feet, unless intended for use as cross drain
5. Pipe is not perforated, unless the material is PVC
6. Pipe is intended for applications requiring 100 year design service life as defined in the Florida Department of Transportation Drainage Manual.

The length of each sample pipe section must comprise at least seven regular corrugations (not including the first three corrugations of the pipe on the bell or spigot ends).

**430-9.2 Field Joints:** Use gasketed joints to seal side drain, and storm and cross drain. Use gaskets meeting the requirements of Section 449. Ensure that the pipe manufacturer provides a joint design approved by the Engineer before use.

**430-9.2.1 Requirements For Use In Structures With Resilient Connectors:** Use pipe sleeve adapters in accordance with Section 948-2 and 948-7.

**430-9.3 Installation Requirements Including Trenching, Foundation and Backfilling Operations:** Check structure shape regularly during backfilling to verify acceptability of the construction method used.

Replace pipe deflected 5% or more of the certified actual mean diameter of the pipe at final inspection at no cost to the Department.

#### **430-10 Desilting Pipe or Concrete Box Culvert.**

Desilt pipe culvert and concrete box culvert as designated in the Plans.

#### **430-11 Method of Measurement.**

**430-11.1 New Pipe Installed by Excavation or Trenching:** The quantity of storm and cross drain pipe, storm drain trench, side drain and gutter drain pipe, installed by pipe culvert optional material - excavation or trenching, to be paid for will be plan quantity, in place and accepted. The plan quantity will be determined from the inside wall of the structure and from station/offset location for end treatments as shown in the Plans, along the centerline of the pipe.

Adjustment to bid quantities, prices and payment will not be allowed for increases, decreases, or changes in material or installation requirements due to the use of any optional pipe materials.

If adjustments are required due to Plan errors or omissions or authorized field changes, the plotted material and not the material elected would be used to establish new pay quantities.

Pipe sizes other than round (elliptical/arch) are summarized and paid for using equivalent round pipe diameter.

**430-11.2 New Pipe Installed by Jack & Bore:** The quantity of storm and cross drain pipe, storm drain trench, side drain and gutter drain pipe, installed by pipe culvert optional material - jack & bore, to be paid for will be the plan quantity, in place and accepted. The measurement and payment will be the plan quantity length of the casing or carrier pipe installed by jack & bore.

Carrier pipe installed through/inside the casing is paid for as pipe culvert optional material – excavation or trenching.

**430-11.3 End Treatment:** The quantity of all end treatments to be paid for will be the number completed and accepted. For mitered end sections, the measurement will be per each end of pipe. Sod will be paid for in accordance with Section 570.

#### **430-12 Basis of Payment.**

**430-12.1 General:** Prices and payments will be full compensation for all work specified in this Section, including all excavation except the volume included in the items for the grading work on the project, and except for other items specified for separate payment in Section 125; all backfilling material and compaction; disposal of surplus material; and all clearing and grubbing outside of the required limits of clearing and grubbing as shown in the Plans.

No separate payment will be made for bituminous coating, concrete collars, or concrete jackets.

No payment will be made for failed bore paths, injection of excavatable flowable fill, products taken out of service, or incomplete installations. Payment will include all work and materials necessary for jack & bore, including boring, backfilling, flowable fill, and restoration materials necessary for a complete and accepted installation.

No payment will be made for jack & bore until a Bore Path Report has been submitted to the Engineer.

**430-12.2 Removing Existing Pipe:** When existing pipe is removed and replaced with new pipe approximately at the same location, the cost of excavating and removing the old pipe and of its disposal will be included in the Contract unit price for clearing and grubbing.

**430-12.3 Site Restoration:** The cost of restoring the site, as specified in 125-11, that is disturbed, solely for the purpose of constructing pipe culvert, will be included in the Contract unit price for the pipe culvert, unless designated specifically to be paid for under other items.

**430-12.4 Plugging Pipes:** The cost of temporarily plugging a pipe culvert, either proposed or existing, will be incidental to the contract unit price for new pipe culvert.

The cost of filling and/or plugging an existing pipe culvert that is to be permanently placed out of service will be paid for at the contract unit price for filling and plugging pipe, per cubic yard. Price and payment will be full compensation for flowable fill, masonry, concrete, mortar, and all labor and materials necessary to complete the work.

When the project includes no quantities for new pipe culverts, and temporary plugs are required for existing pipe culverts, the cost will be considered as extra work, in accordance with 4-3.5.

**430-12.5 Desilting Pipe:** Desilting pipe will be paid for at the contract unit price per foot for each pipe desilted. Price and payment will be full compensation for furnishing all equipment, tools and labor, disposal of silt and debris, and all incidentals necessary for satisfactorily performing the work.

**430-12.6 Desilting Concrete Box Culverts:** Price and payment will be full compensation for all work required.

**430-12.7 Flared End Sections:** Price and payment will be full compensation for all concrete, reinforcement, toe walls, and all work and materials required.

**430-12.8 Mitered End Sections:** Price and payment will be full compensation for all materials, pipe, grates when required, fasteners, reinforcing, connectors, anchors, concrete, sealants, jackets and coupling bands, and all work required.

**430-12.9 U-Type Endwalls:** Price and payment will be full compensation for all materials concrete, reinforcement, grate, baffles, accessories, and all work required. Fencing, when called for in the Plans, will be paid for under Fencing, Type B, per foot. Rip rap will be paid for in accordance with Section 530.

**430-12.10 Straight and Winged Endwalls:** Price and payment will be full compensation for all concrete, reinforcement, grate, accessories, and all work and materials required.

**430-12.11 Railroad Requirements:** Where pipe culvert is constructed under railroad tracks, the Contract unit price for the pipe culvert will include the costs of any jacking operations and the operation of placing the pipe by use of a tunnel liner, (except as specified for unanticipated tunnel liner, in 430-6.5, where reimbursement is to be made for such unanticipated liner), and all other work necessary to meet the requirements of the railroad company, excluding

the costs of watchman or flagman services provided by the railroad company, except as provided below.

The Department will reimburse the Contractor for the actual costs of any trestle bridge work which is performed by the railroad's forces, as billed to him by the railroad, less the value of any salvage materials derived there from, whether such salvage materials are retained by the railroad company or by the Contractor. When the work of shoring and bracing is to be performed by the railroad, such fact will be stipulated in the Contract Documents and the Contractor will be required to pay to the railroad the amount of such costs, which amount will be reimbursed to him by the Department. The Contract unit price for the pipe culvert shall include the costs of all other work of shoring and bracing.

**430-12.12 Payment Items:** Payment will be made under:

- Item No. 430- 17- Pipe Culvert Optional Material - Excavation or Trenching - per foot.
- Item No. 430- 18- Pipe Culvert Optional Material - Jack & Bore - per foot.
- Item No. 430- 94- Desilting Pipe - per foot.
- Item No. 430- 96- Polyvinyl Chloride Pipe - per foot.
- Item No. 430- 98- Mitered End Section - each.
- Item No. 430-200- Flared End Sections - each.
- Item No. 430-400- Winged Concrete Endwalls - each.
- Item No. 430- 5- Straight Concrete Endwalls - each.
- Item No. 430- 6- U-Type Concrete Endwalls - each.
- Item No. 430-830- Filling and Plugging Pipe - cubic yard.
- Item No. 430-950- Desilting Concrete Box Culvert - per cubic yard.

## SECTION 520 CONCRETE GUTTER, CURB ELEMENTS, AND TRAFFIC SEPARATOR

### **520-1 Description.**

Construct portland cement concrete curb. Curb will include concrete curb and gutter, concrete traffic separator, valley gutter, special concrete gutter, curb for sidewalk curb ramps and driveways, and any other types of concrete curb not specified in other Sections.

### **520-2 Materials.**

**520-2.1 Concrete:** Use concrete meeting the requirements of Section 347.

**520-2.2 Reinforcement:** For all steel reinforcement required by the Plans, meet the requirements of Section 415.

**520-2.3 Joint Materials:** Meet the requirements of Section 932.

**520-2.4 Toll Header Curb Concrete:** Use concrete meeting the requirements of Section 346, Class II.

### **520-3 Forms.**

**520-3.1 Form Materials:** Construct forms for this work of either wood or metal. Provide forms that are straight, free from warp or bends, and of sufficient strength, when staked, to resist the pressure of the concrete without deviation from line and grade. For all items constructed on a radius, use flexible forms.

**520-3.2 Depth of Forms:** Ensure that forms have a depth equal to the plan dimensions for the depth of concrete being deposited against them.

**520-3.3 Machine Placement:** The Contractor may place these items by machine methods with the approval of the Engineer provided that the Contractor consistently produces an acceptable finished product, true to line, grade, and cross section.

### **520-4 Excavation.**

Excavate to the required depth, and compact the foundation material upon which these items are to be placed as specified in 120-9.

### **520-5 Placing Concrete.**

Place the concrete in the forms, and tamp and spade it to prevent honeycombing, and until the top of the structure can be floated smooth and the edges rounded to the radius shown in the Plans.

### **520-6 Joints.**

**520-6.1 Contraction Joints:** Except for machine placed items, the Contractor may form joints by using dummy joints (either formed or sawed) or by using sheet metal templates. If using sheet metal templates, ensure that they are of the dimensions, and are set to the lines, shown in the Plans. Hold templates firmly while placing the concrete. Leave templates in place until the concrete has set sufficiently to hold its shape, but remove them while the forms are still in place.

Saw contraction joints, for machine placed items, unless the Engineer approves an alternate method. Saw the joints as soon as the concrete has hardened to the degree that excessive raveling will not occur and before uncontrolled shrinkage cracking begins.

Space contraction joints at intervals of 10 feet except where closure requires a lesser interval, but do not allow any section to be less than 4 feet in length.

**520-6.2 Expansion Joints:** Construct expansion joints at all inlets, at all radius points, and at other locations indicated in the Plans. Locate them at intervals of 500 feet between other expansion joints or ends of a run. Ensure that the joint is 1/2 inch in width.

### **520-7 Finishing.**

**520-7.1 Repair of Minor Defects:** Remove the forms within 24 hours after placing the concrete, and then fill minor defects with mortar composed of one part portland cement and two parts fine aggregate. The Engineer will not allow plastering on the face of the curb. Remove and replace any rejected curb, curb and gutter, or valley gutter without additional compensation.

**520-7.2 Final Finish:** Finish all exposed surfaces while the concrete is still green. In general, the Engineer will only require a brush finish. For any surface areas, however, which are too rough or where other surface defects make additional finishing necessary, the Engineer may require the Contractor to rub the curb to a smooth surface with a soft brick or wood block, using water liberally. Also, if necessary to provide a suitable surface, the Engineer may require the Contractor to rub further, using thin grout or mortar.

**520-7.3 Imprinted Concrete:** Install imprinted concrete as shown in the Plans.

### **520-8 Curing.**

**520-8.1 General:** Continuously cure the concrete for a period of at least 72 hours. Commence curing after completely finishing and as soon as the concrete has hardened sufficiently to permit application of the curing material without marring the surface. Immediately replace any curing material removed or damaged during the 72 hour period.

After removing the forms, cure the surfaces exposed by placing a berm of moist earth against them or by any of the methods described below, for the remainder of the 72 hour curing period.

**520-8.2 Wet Burlap Method:** Place burlap, as specified in 925-1, over the entire exposed surface of the concrete, with sufficient extension beyond each side to ensure complete coverage. Overlap adjacent strips a minimum of 6 inches. Hold the burlap securely in place such that it will be in continuous contact with the concrete at all times, and do not allow any earth between the burlap surfaces at laps or between the burlap and the concrete. Saturate the burlap with water before placing it, and keep it thoroughly wet throughout the curing period.

**520-8.3 Membrane Curing Compound Method:** Apply clear membrane curing compound or white pigmented curing compound, as specified in 925-2, by a hand sprayer meeting the requirements of 350-3.10, in a single coat continuous film at a uniform coverage of at least one gallon per 200 square feet. Immediately recoat any cracks, checks, or other defects appearing in the coating. Thoroughly agitate the curing compound in the drum prior to application, and during application as necessary to prevent settlement of the pigment.

**520-8.4 Polyethylene Sheeting Method:** Place polyethylene sheeting, as specified in 925-3, over the entire exposed surface of the concrete, with sufficient extension beyond each side to ensure complete coverage. Overlap adjacent strips a minimum of 6 inches. Hold the sheeting securely in place and in continuous contact with the concrete at all times.

### **520-9 Backfilling and Compaction.**

After the concrete has set sufficiently, but not later than three days after pouring, refill the spaces in front and back of the curb to the required elevation with suitable material. Place and thoroughly compact the material in layers not thicker than 6 inches.

### **520-10 Surface Requirements.**

**520-10.1 Straightedge:** Test the gutter section of curb and gutter with a 10 foot straightedge laid parallel to the centerline of the roadway and while the concrete is still plastic. Perform straightedging along the edge of the gutter adjacent to the pavement or along other lines on the gutter cross-section, as directed by the Engineer. Immediately correct irregularities in excess of 1/4 inch.

**520-10.2 Elevation and Cross Slope:** Place curb and gutter so the calculated actual roadway or shoulder cross slope to be placed within the curb and gutter is within +/- 0.2% of the calculated design cross slope for that location. Once per 500 feet, check the elevation of lip of curb and gutter and calculate actual cross slope between curb and gutter on each side of a lane or set of adjacent lanes. Perform these checks prior to placement of the curb and gutter and adjust to ensure cross slope tolerance is met. After placement and curing of curb and gutter, perform the above checks again. Correct any curb and gutter found to be outside the cross slope tolerance described above.

### **520-11 Method of Measurement.**

For curb or curb and gutter, the quantity to be paid will be the plan quantity, in feet, measured along the face of the completed and accepted curb or curb and gutter. Curb for sidewalk curb ramps or driveways will be paid at the Contract unit price for the adjacent curb type.

For valley gutter or shoulder gutter, the quantity to be paid will be the plan quantity, in feet, measured along the gutter line of the completed and accepted valley gutter or shoulder gutter.

For concrete traffic separator of constant width, meeting the requirements of Standard Plans, Index 520-020, the quantity to be paid will be the plan quantity, in feet, measured along the center of its width, completed and accepted, including the length of the nose.

For concrete traffic separator of nonstandard or varying width, the quantity to be paid will be the plan quantity, in square yards, completed and accepted.

For curb of any type next to concrete pavement, the curb-pavement joint quantity to be paid will be the plan quantity, in feet, measured along the face of the completed and accepted curb.

### **520-12 Basis of Payment.**

**520-12.1 Concrete Gutter, Curb Elements, and Traffic Separator:** Price and payment will be full compensation for all work specified in this Section, including reinforcement steel, dowels, asphalt pavement and base under traffic separator, joint materials and asphalt curb pad.

**520-12.2 Excavation:** Excavation for new installations will be paid for as roadway excavation in accordance with 120-13.2.

**520-12.3 Payment Items:** Payment will be made under:

- Item No. 520- 1- Concrete Curb and Gutter - per foot.
- Item No. 520- 2- Concrete Curb - per foot.
- Item No. 520- 3- Concrete Valley Gutter - per foot.

- Item No. 520- 4- Curb-Concrete Pavement Joint - per foot.
- Item No. 520- 5- Concrete Traffic Separator - per foot.
- Item No. 520- 6- Concrete Shoulder Gutter - per foot.
- Item No. 520- 70- Concrete Traffic Separator - per square yard.

## SECTION 530 REVTMENT SYSTEMS

### 530-1 Description.

**530-1.1 Riprap:** Construct riprap composed of sand-cement or rubble (consisting of broken stone or broken concrete) as shown in the Standard Plans and in the Plans.

**530-1.2 Articulating Concrete Block (ACB) Revetment Systems:** Furnish and install an ACB revetment system in accordance with this Section and in conformance with the lines, grades, design, and dimensions shown in the Plans. Submit vendor drawings for review and approval by the Engineer. Submit signed and sealed calculations of the block and cable sizing design for approval. Comply with the National Concrete Masonry Association's Design Manual for Articulating Concrete Block Revetment Systems, Second Edition, or the National Highway Institute, Hydraulic Engineering Circular (HEC) No. 23, Publication No. FHWA NHI 09-110. Use a minimum Factor of Safety of 1.5 and 0.5 inch for the block projection.

Blocks must be open cell and non-tapered unless otherwise stated in the Plans. Revetment cabling must be bi-directional or, for mono-directional cabling, the block installation must include a permanent mechanism within the block matrix to prevent lateral displacement of the installed blocks. Cabling must be polyester and free to move within the block.

Use only ACB revetment systems currently listed on the Department's Approved Product List (APL). Manufacturers seeking evaluation of their product shall submit an application in accordance with Section 6, and include certified test reports from an independent test laboratory certifying the ACB revetment system meets the requirements of this Section.

If the ACB revetment system is intended for use as bridge abutment protection, include the following drawings with the APL submittal:

1. At the corner transition between the front and side slopes.
2. For anchorages, geotextile fabric, treatment of voids between adjacent blocks, limits on void size between adjacent blocks and other special details required to successfully install the ACB.
3. For areas adjacent to bridge abutments, detail mat placement aroundopen in curves, connections, protection of mat ends, and splicing of mat.

**530-1.3 Gabions:** Furnish and install gabions, including gabion baskets and gabion mattresses, filled with rock in accordance with this Section and in conformance with the lines, grades, design, and dimensions shown in the Plans.

### 530-2 Materials.

#### 530-2.1 Riprap:

**530-2.1.1 Filter Fabric:** Meet the following requirements:

Type D-2 Geotextile Fabric\* .....Section 985

\*Use products listed on the Department's APL.

Schedule work so that covering the fabric with the specified material does not exceed the manufacturer's recommendations for exposure to ultraviolet light or five days, whichever is less. If the Engineer determines the exposure time was exceeded, the Contractor shall replace the fabric at no expense to the Department.

Place the filter fabric (fabric) at locations as shown in the Plans, in accordance with the manufacturer's directions. Place the fabric on areas with a uniform slope that are

reasonably smooth, free from mounds, windrows, and any debris or projections which might damage the fabric.

Loosely lay the material. Do not stretch the material. Replace or repair any fabric damaged or displaced before or during placement of overlying layers. Repair in accordance with the manufacturer's instructions.

The Contractor may sew the seams to reduce overlaps as specified in 985-3.

Follow the manufacturer's instructions for all seams and overlaps.

**530-2.1.2 Prepackaged Sand-Cement Bags:** Provide prepackaged sand-cement bags that meet the following requirements:

1. Evenly proportioned sand and cement in the ratio of five cubic feet of sand to 94 pounds of cement. Material proportioned by mass shall use a sand density of 85 pounds per cubic foot.
2. Sealed package of 80 pounds of sand-cement in a bag.
3. Bag made of scrim-reinforced paper capable of holding the sand-cement without leakage.
4. Sand meets requirements of Section 902-3.3
5. Type I/II cement meets requirements of Section 921.

Prepackaged Sand-Cement Bags shall be one of the products listed on the Department's Approved Product List. Manufacturers seeking evaluation of their product shall submit an application in accordance with Section 6. Include with the submittal a product data sheet, safety data sheet, product label, and a self-certified statement the product meets the requirements of this Section.

**530-2.1.3 Rubble:**

**530-2.1.3.1 Rubble (Bank and Shore Protection):** Provide sound, hard, durable rubble, free of open or incipient cracks, soft seams, or other structural defects, consisting of broken stone with a bulk specific gravity of at least 2.20. Ensure that stones are rough and angular.

For this application, use broken stone meeting the following gradation and thickness requirements:

Weight Maximum Pounds	Weight 50% Pounds	Weight Minimum Pounds	Minimum Blanket Thickness in Feet
670	290	60	2.5
Ensure that at least 97% of the material by weight is smaller than Weight Maximum pounds].			
Ensure that at least 50% of the material by weight is greater than Weight 50% pounds].			
Ensure that at least 85% of the material by weight is greater than Weight Minimum pounds.			

**530-2.1.3.2 Rubble (Ditch Lining):** Use sound, hard, durable rubble, free of open or incipient cracks, soft seams, or other structural defects, consisting of broken stone or broken concrete with a bulk specific gravity of at least 1.90. Ensure that stones or broken concrete are rough and angular.

Use broken stone or broken concrete meeting the following gradation and thickness requirements:

Weight Maximum Pounds	Weight 50% Pounds	Weight Minimum Pounds	Minimum Blanket Thickness in Feet
75	30	4	1.5
Ensure that at least 97% of the material by weight is smaller than Weight Maximum pounds. Ensure that at least 50% of the material by weight is greater than Weight 50% pounds]. Ensure that at least 90% of the material by weight is greater than Weight Minimum pounds].			

### 530-2.1.3.3 Physical Requirements of Broken Stone and Broken

**Concrete:** Use broken stone and broken concrete meeting the following physical requirements:

Absorption (FM 1-T 85)	Maximum 5%
Los Angeles Abrasion (ASTM C535)	Maximum loss 45%*
Soundness (Sodium Sulphate) (AASHTO T 104)	Maximum loss 12%** (after five cycles)
Flat and elongated pieces	Materials with least dimension less than one third of greatest dimension not exceeding 10% by weight.
Dirt and Fines	Materials less than 1/2 inch in maximum dimension accumulated from interledge layers, blasting or handling operations not exceeding 5% by weight.
Drop Test***(EM 1110-2-2302)	No new cracks developed, or no existing crack widened additional 0.1 inch, or final largest dimension greater than or equal to 90% original largest dimension of dropped piece.
* Ensure that granite does not have a loss greater than 55% and that broken concrete does not have a loss greater than 45%. ** The Engineer may accept rubble exceeding the soundness loss limitation if performance history shows that the material will be acceptable for the intended use. The Engineer will waive the soundness specification for rubble riprap (broken stone ) when project documents indicate it will be placed in or adjacent to water or soil with a sulfate content less than 150 parts per million and a pH greater than 5.0. Soundness is not required for broken concrete. *** The Engineer will waive the Drop Test unless required to ensure structural integrity. Provide all equipment, labor and testing at no expense to the Department. EM refers to the US Army Corps of Engineer's Specification Engineering Method.	

### 530-2.1.3.4 Source Approval and Project Control: The Engineer will

approve construction aggregate sources in accordance with 6-2.3.

1. The Engineer may perform Independent Verification tests on all materials placed on the project.

2. The Engineer will check the gradation of the riprap by visual inspection at the project site. Resolve any difference of opinion with the Engineer in accordance with the method provided in FM 5-538. Provide all equipment, labor, and the sorting site at no expense to the Department.

3. The Engineer may test components in a blend of rubble processed from different geologic formations, members, groups, units, layers or seams. The Engineer may select components based on like color, surface texture, porosity, or hardness. The Engineer will reject any blend if a component that makes up at least five percent by volume of the blend does not meet these specifications.

**530-2.1.4 Bedding Stone:** Use Bedding Stone of either a durable quality limestone or other quarry run stone, with a bulk specific gravity of not less than 1.90 and that is reasonably free from thin, flat and elongated pieces. Ensure that the bedding stone is also reasonably free from organic matter and soft, friable particles. Meet the following gradation limits:

Standard Sieve Sizes - Inches	Individual Percentage by Weight Passing
12 inches	100
10 inches	70 to 100
6 inches	60 to 80
3 inches	30 to 50
1 inch	0 to 15

The Engineer will conduct source approval and project control of bedding stone as specified in 530-2.1.3.4. In lieu of limestone or other quarry run stone, the Contractor may substitute non-reinforced concrete from existing pavement that is to be removed and which meets the above requirements for commercial bedding stone.

**530-2.2 Articulating Concrete Block (ACB) Revetment Systems:** Obtain all precast block, cabling, anchors, and necessary incidental materials from the same manufacturer. ACB revetment systems must meet the requirements of ASTM D6684, ASTM D7276 and ASTM D7277. Submit to the Engineer certification from the manufacturer that the ACB revetment system meets the requirements of this Section.

ACB system components must meet the following requirements:

- Concrete .....Section 347, ASTM D6684
- Cables and Fittings.....ASTM D6684
- Type D-2 Geotextile Fabric \* .....Section 985
- Granular Underlay .....Section 901

\*Use products listed on the Department’s APL.

Cables must maintain at least 85% of original tensile strength (ASTM D638) after 1,000 hours exposure to a saturated solution of calcium hydroxide (pH greater than or equal to 11) at 73°F, plus or minus three degrees. Cables must not exceed a maximum of 0.5% moisture absorption at seven days, per ASTM D570. Cable crimps must be aluminum or stainless steel Type 304 or 316.

**530-2.3 Gabions:**

**530-2.3.1 General:** Provide gabions meeting the requirements of ASTM A974 and ASTM A975 as modified herein.

Allowable Gabion Wire and Connector Material	Substructure Environmental Classification
Polymeric	Any
Metallic	Slightly Aggressive
Metallic – Galvanized and PVC coated	Slightly Aggressive Moderately Aggressive
Metallic – Type 304 Stainless Steel, Size W1.4 (MW10) or larger	Slightly Aggressive Moderately Aggressive Extremely Aggressive (< 2,000 ppm Chlorides)
Metallic – Type 316 Stainless Steel, Size W1.4 (MW10) or larger	Any

**530-2.3.2 Metallic Gabions:** The components of metallic gabions must meet the following requirements:

- Wire Mesh and Fabric\* .....ASTM A974 and A975
- Spiral Binders, Lacing Wire, Stiffeners, and Ring Wire
- Fasteners .....ASTM A974 and A975
- Stainless Steel Wire, Wire Fabric, and Lacing Wire .....
- .....ASTM A1022

\*Wire mesh must be Style 1 or Style 3. Wire fabric must be Style 1 or Style 5.

**530-2.3.3 Polymeric Gabions:** Polymeric gabions must be constructed in general accordance with ASTM A974 using a single layer of structural geogrid instead of welded wire, and polymeric braid instead of ring wire fasteners. The structural geogrid must be Type R-1, 2, 3, 4, or 5 meeting the requirements of Section 985 and the following:

- Tensile Strength @2% strain MD\* ..... 575 lb/ft
- Tensile Strength @ 2% strain XD\*\* ..... 575 lb/ft
- Junction Strength (% of Tensile Strength)..... 90%
- Min UV Stability..... 85%
- Min. Carbon Black Content (by Weight)..... 2%

\*MD = machine direction

\*\*XD = cross direction

Polymeric braid for seaming polymeric gabions or connecting metallic gabions must have a minimum tensile strength of 400 pounds for a 36 inch long specimen and contain at least 2% carbon black by weight.

**530-2.3.4 Gabion Rock:** Use rock meeting the requirements of ASTM D6711 to fill gabions. The rock must be reasonably free from thin, flat or elongated pieces. Rock size must be at least 1.25 times greater than the aperture size of the wire mesh or fabric. Each range of sizes may allow for a variation of 5% oversize rock by weight, 5% undersize rock by weight, or both.

Physical Property Requirements	Acceptable Range
Los Angeles Abrasion and ASTM C535	Maximum loss 40%
Bulk Specific Gravity	Minimum 2.20
Absorption, ASTM C127 and ASTM C128	Maximum 3%

**530-2.3.5 Miscellaneous Components:** Miscellaneous components for gabion installations must meet the following requirements:

- Type D-2 Geotextile Fabric\* .....Section 985
- Granular Underlay .....Section 901
- Anchors ....Section 451 or manufacturer’s recommendations

\*Use products listed on the Department’s APL.

**530-3 Construction and Installation.**

**530-3.1 Geotextile Fabric:** Overlap adjacent strips of fabric a minimum of 24 inches, and anchor them with securing pins (as recommended by the manufacturer) inserted through both strips of fabric along a line through the midpoint of the overlap and to the extent necessary to prevent displacement of the fabric.

Place the fabric so that the upstream (upper) strip of fabric overlaps the downstream (lower) strip.

Stagger vertical laps a minimum of 5 feet. Use full rolls of fabric whenever possible in order to reduce the number of vertical laps.

Do not drop bedding stone or riprap from heights greater than 3 feet onto the fabric.

**530-3.2 Sand-Cement Bags:**

**530-3.2.1 Placing:** Place the bags with their ends all in the same direction. Lay the bags with broken joints, in a regular pattern. Ram or pack the bags against each other so as to form a close and molded contact. Remove and replace bags ripped or torn in placing with sound, unbroken bags. Then, thoroughly saturate all bags with water.

**530-3.2.2 Grouting:** Immediately after watering, fill all openings between bags with dry grout composed of one-part Portland cement and five parts sand.

**530-3.2.3 Toe Walls:** Use sand-cement bags for the toe walls if required. Fill the entire trench excavated for the toe walls with sand-cement bags.

**530-3.3 Rubble:** Dump rubble in place forming a compact layer conforming to the neat lines and thickness specified in the Plans. Ensure that rubble does not segregate so that smaller pieces evenly fill the voids between the larger pieces.

**530-3.4 Bedding Stone:** Place a minimum one foot thick layer of bedding stone under all rubble riprap without puncturing or tearing the geotextile fabric. The Engineer will allow an in place thickness tolerance of plus or minus one inch.

Remove and replace geotextile fabric damaged as a result of operations at no expense to the Department.

**530-3.5 Articulating Concrete Block (ACB) Revetment System:** Install the ACB revetment system in accordance with ASTM D6884 and the manufacturer’s recommendations, unless directed otherwise by the Engineer.

Prior to installation, construct the area to be stabilized to an elevation such that, upon completion of stabilizing operations, the completed stabilized subgrade will conform to the lines, grades and cross slope shown in the Plans. Bring the subgrade surface to a plane approximately parallel to the plane of the proposed finished surface, such that, upon placement of the mat, no individual block within the ACB mat will protrude more than one-half inch from any adjacent block. Uniformly compact each subgrade layer to achieve the density required in the Plans. If the Plans do not provide for stabilizing, compact the subgrade in both cuts and fills, to the density specified in ASTM D6884.

Embed anchors at least six feet into the subgrade at a 45 degree angle into the bank with a minimum pullout resistance of 875 pounds. In the presence of the Engineer, perform on-site anchor strength testing to verify the required pull out resistance is achieved. Anchor strength testing must be performed on the first two and final two installed anchors, and randomly throughout the installation operation such that 5% of all installed anchors are tested for pullout resistance. If any anchor fails to meet the pullout resistance requirement, test every subsequent installed anchor until a revised installation plan is proposed and approved by the Engineer. Anchor spacing cannot exceed four feet.

Immediately prior to placing the geotextile fabric and ACB system, inspect the prepared subgrade to ensure it is free of loose material and the surface is smoothly compacted. Place the geotextile fabric directly on the prepared area, in intimate contact with the subgrade and free of folds or wrinkles. Do not glue or physically bond the geotextile fabric to the ACB mat. Install a six inch thick layer of bedding stone under the geotextile fabric, when called for in the Plans.

When installing ACB systems around curves, the mats shall be matched up to the greatest extent possible. Gaps greater than one block size shall be filled with a block and grouted the depth of the block with non-structural grout.

Do not install blocks with chips that result in any block weighing less than 95% of the manufacture specified weight.

**530-3.6 Gabions:** Install double-twisted wire mesh gabions in accordance with ASTM D7014. Install welded wire fabric gabions and polymeric gabions in accordance with the manufacturer's recommendations.

Prior to installation, complete any required excavation and preparation of the foundation as shown in the Plans or as directed.

Install soil anchors as specified in the Plans.

All adjoining gabion units shall be connected along the perimeter of their contact surfaces to obtain a monolithic structure. If more than one tier, stagger the vertical joints of subsequent rows by one half cell length and adjoin the empty gabions to the top of the lower tier along the front and back edges of the contact surface.

Fill gabions in a manner that minimizes voids, protects against local deformation of the basket or mattress and prevents damage to PVC coating. At no point in the filling process may rock be mechanically placed from a height of over 36 inches from machine to fill area. Uniformly overfill gabions by 1 to 2 inches to compensate for future rock settlements.

Any damage to the basket, mattress, or coatings during assembly, placement, or filling shall be repaired promptly in accordance with the manufacturer's recommendations or replaced with undamaged gabion baskets.

#### **530-4 Method of Measurement.**

**530-4.1 Sand-Cement Bags:** The quantity to be paid for will be the volume, in cubic yards, calculated from the minimum dimensions shown in the Plans or Standard Plans, satisfactorily placed and accepted.

**530-4.2 Rubble and Bedding Stone:** The quantities to be paid for will be the weight, in tons, in surface dry natural state, by railroad scales, truck scales, or barge displacement. The Contractor shall determine the weights as follows:

1. Railroad Weights: The Contractor shall weigh railroad cars on railroad scales, before and after loading or before and after unloading. If weighed by other than the Engineer, a

certified statement of weights will be required. Certificates of weight, furnished by the railroad company, will be acceptable without further certification.

2. **Truck Weights:** The Contractor shall weigh trucks on certified scales, loaded and empty, as prescribed above for railroad weights. The Contractor shall weigh trucks in the presence of the Engineer, or submit certificates of weights.

3. **Barge Displacement:** The Engineer will measure each barge. The Contractor shall fit each barge with gauges graduated in 0.10 foot increments. The Contractor shall locate a gauge at each corner of the barge near the lower end of the rake. The Contractor shall furnish additional gauges amidships if the Engineer deems necessary. The Engineer will compute all weights.

**530-4.3 Articulating Concrete Block (ACB) Revetment System:** The quantity to be paid for will be the plan quantity, in square yards, completed and accepted, subject to the provisions of 9-3.2. No allowance will be made for ACB placed outside the Plan dimensions, unless the additional placement is ordered by the Engineer.

**530-4.4 Gabions:** For mattress type applications, the quantity to be paid for will be the plan quantity, in square yards, placed in the final locations.

For stacked basket applications, the quantity to be paid for will be the plan quantity, in cubic yards, placed in the final locations.

### **530-5 Basis of Payment.**

**530-5.1 Sand-Cement:** Price and payment will be full compensation for all work specified in this Section, including all materials, labor, hauling, excavation, and backfill.

Include the cost of dressing and shaping the existing fills (or subgrade) for placing riprap in the Contract unit price for riprap (sand-cement).

**530-5.2 Rubble:** Price and payment will be full compensation for all work specified in this Section, including all materials, hauling, excavation, and backfill.

Include the cost of dressing and shaping the existing fills (or subgrade) for placing riprap in the Contract unit price for riprap (rubble).

As an exception to the above, concrete that is shown to be removed from an existing structure and subsequently disposed of by being used in the embankment as riprap will not be paid for under this Section. Include the cost of such work under removal of existing structures.

**530-5.3 Bedding Stone:** Price and payment will be full compensation for all work specified in this Section, including all materials and hauling.

Include the cost of dressing and shaping the existing fills (or subgrade) for placing bedding stone in the Contract unit price for riprap (rubble).

**530-5.4 Geotextile Fabric:** Include the cost of materials and installation of the geotextile fabric, including any repairs or replacement, in the Contract unit price for riprap or ACB revetment system.

**530-5.5 Articulating Concrete Block (ACB) Revetment System:** Price and payment will be full compensation for all work specified in this Section, including all materials, labor, hauling, excavation and backfill.

**530-5.6 Gabions:** Price and payment will be full compensation for all work specified in this Section, including all materials, labor, hauling, excavation and backfill.

**530-5.7 Payment Items.** Payment will be made under:

- |                  |   |
|------------------|---|
| Item No. 530- 1- | Riprap Sand-Cement Bags - per cubic yard. |
| Item No. 530- 3- | Riprap (Rubble) - per ton.                |

- Item No. 530- 4- Articulating Concrete Block Revetment System - per square yard.
- Item No. 530- 5- Gabion
- Item No. 530- 74- Bedding Stone - per ton.

**SECTION 570  
PERFORMANCE TURF**

**570-1 Description.**

Establish a growing, healthy turf over all areas designated in the Plans. Use sod in areas designated in the Plans to be sodded. Use seed, hydroseed, bonded fiber matrix, or sod in all other areas. Maintain performance turf areas until final acceptance of all Contract work in accordance with Section 5-11 and the establishment requirements of 570-4 have been met.

**570-2 Materials.**

Meet the following requirements:

Turf Materials .....	Section 981
Fertilizer .....	Section 982
Water .....	Section 983

**570-3 Construction Methods.**

**570-3.1 General:** Remove all construction debris in performance turf areas. Install performance turf at the earliest practical time for erosion control and establishment.

Shape the areas to be planted to the plan typical sections and lines and grade shown in the Plans.

Except in areas where the Contract Documents requires specific types of turf to match adjoining private property, any species of turf designated in Section 981 may be used. All of the permanent performance turf material shall be in place prior to final acceptance.

The Department will only pay for replanting as necessary due to factors determined by the Engineer to be beyond control of the Contractor.

Install all performance turf on shoulder areas prior to the placement of the friction course on adjacent pavement.

**570-3.2 Seeding:** At the Contractor’s option, wildflower seed may be included in the performance turf seeding operation or performed separately from the performance turf seeding. Seed must produce visible seedlings within 45 days of planting.

Use of compost meeting the requirements of Section 987 as mulch is acceptable unless otherwise specified.

**570-3.3 Sod:** Place the sod on the prepared surface, with edges in close contact. Do not use sod which has been cut for more than 48 hours.

Place the sod to the edge of all landscape areas as shown in the Plans and the Standard Plans.

Place rolled sod parallel with the roadway and cut any exposed netting even with the sod edge.

Monitor placed sod for growth of exotic or invasive pest plants and noxious weeds. If exotic or invasive pest plants and/or noxious weeds manifest themselves within 30 days of placement of the sod during the months April through October, within 60 days of placement of the sod during the months of November through March treat affected areas by means acceptable to the Department at no expense to the Department. If pest plants and/or noxious weeds manifest themselves after the time frames described above from date of placement of sod, the Engineer, at his sole option, will determine if treatment is required and

whether or not the Contractor will be compensated for such treatment. If compensation is provided, payment will be made as Unforeseeable Work as described in 4-4.

Remove and replace any sod as directed by the Engineer.

**570-3.4 Hydroseeding:** Use equipment specifically designed for mixing the mulch, seed, fertilizer, tackifier and dye, and applying the slurry uniformly over the areas to be hydroseeded.

Use mulch that does not contain reprocessed wood or paper fibers. Ensure that 50% of the fibers will be retained on a twenty-five mesh screen.

Mix fertilizer as required into the hydroseeding slurry.

Ensure that the dye does not contain growth or germination inhibiting chemicals.

When polyacrylamide is used as part of hydroseeding mix, only anionic polymer formulation with free acrylamide monomer residual content of less than 0.05% is allowed. Cationic polyacrylamide shall not be used in any concentration. Do not spray polyacrylamide containing mixtures onto pavement. These may include tackifiers, flocculants or moisture-holding compounds.

**570-3.5 Bonded Fiber Matrix (BFM):** Meet the minimum physical and performance criteria of this Specification for use of BFM in hydroseeding operations or temporary non-vegetative erosion and sediment control methods.

Provide evidence of product performance testing, manufacturer's certification of training and material samples to the Engineer at least 7 calendar days prior to installation.

Provide documentation to the Engineer of manufacturer's testing at an independent laboratory, demonstrating superior performance of BFM as measured by reduced water runoff, reduced soil loss and faster seed germination in comparison to erosion control blankets.

Use only BFMs that contain all components pre-packaged by the manufacturer to assure material performance. Deliver materials in UV and weather resistant factory labeled packaging. Store and handle products in strict compliance with the manufacturer's directions.

When polyacrylamide is used as part of hydroseeding mix, only anionic polymer formulation with free acrylamide monomer residual content of less than 0.05% is allowed. Cationic polyacrylamide shall not be used in any concentration. Do not spray polyacrylamide containing mixtures onto pavement. These may include tackifiers, flocculants or moisture-holding compounds.

Meet the following requirements after application of the formed matrix:

Ensure that the tackifier does not dissolve or disperse upon re-wetting.

Ensure that the matrix has no gaps between the product and the soil and that it provides 100% coverage of all disturbed soil areas after application.

Ensure that the matrix has no germination or growth inhibiting properties and does not form a water-repelling crust.

Ensure that the matrix is comprised of materials which are 100% biodegradable and 100% beneficial to plant growth.

Mix and apply the BFM in strict compliance with the manufacturer's recommendations.

Apply the BFM to geotechnically stable slopes at the manufacturer's recommended rates.

Degradation of BFM will occur naturally as a result of chemical and biological hydrolysis, UV exposure and temperature fluctuations. Re-application, as determined by the

Engineer, will be required if BFM-treated soils are disturbed or water quality or turbidity tests show the need for an additional application.

**570-3.6 Watering:** Water all performance turf areas as necessary to produce a healthy and vigorous stand of turf. Ensure that the water used for turf irrigation meets the requirements of Section 983.

**570-3.7 Fertilizing:** Fertilize as necessary to promote turf growth and establishment based on soil testing. Refer to Section 982 for fertilizer rates.

For bid purposes, base estimated quantities on an initial application of 265 lb/acre and one subsequent application of 135 lb/acre of 16-0-8.

**570-3.8 Shoulder Treatment:** Provide soil for shoulder treatment in accordance with Standard Plans, Index 570-010. Soil needed for these purposes will be included in the corresponding Pay Item.

#### **570-4 Turf Establishment.**

Perform all work necessary, including watering and fertilizing, to sustain an established turf, free of noxious weeds, at no additional expense to the Department. Provide the filling, leveling, and repairing of any washed or eroded areas, as necessary.

Established turf is defined as follows:

1. An established root system (leaf blades break before seedlings or sod can be pulled from the soil by hand).
2. No bare spots larger than one square foot.
3. No continuous sod seams running perpendicular to the face of the slope.
4. No bare areas comprising more than 1% of any given 1,000 square foot area.
5. No deformation of the performance turf areas caused by mowing or other Contractor equipment.
6. No exposed sod netting.
7. No competing vegetation, exotic or invasive pest plants or noxious weeds.

Monitor turf areas and remove all competing vegetation, exotic or invasive pest plants, and noxious weeds (as listed by the Florida Exotic Pest Plant Council, Category I “List of Invasive Species”, Current Edition, <https://www.fleppc.org>). Remove such vegetation regularly by manual, mechanical, or chemical control means, as necessary. When selecting herbicides, pay particular attention to ensure use of chemicals that will not harm desired turf or wildflower species. Use herbicides in accordance with 7-1.7.

If at the time that all other work on the project is completed, but all turf areas have not met the requirements for established turf set forth in 570-4, continuously maintain all turf areas until the requirements for established turf set forth in 570-4 have been met.

During establishment and until the performance turf is established in accordance with this Section, continue the inspection, maintenance, and documentation of erosion and sedimentation control items in accordance with Section 104. Remove and dispose of all erosion and sedimentation control items after the performance turf has been established.

Notify the Engineer, with a minimum of seven calendar days advance notice, to conduct inspections of the performance turf at approximate 90-day intervals during the establishment period to determine establishment. Results of such inspections will be made available to the Contractor within seven calendar days of the date of inspection. Determination of an established turf will be based on the entire project and not in sections.

Upon the determination by the Engineer that the requirements of 570-4 have been met and an established turf has been achieved and all erosion and sedimentation control items have

been removed, the Engineer will release the Contractor from any further responsibility provided for in this Specification.

The Contractor's establishment obligations of this specification will not apply to deficiencies due to the following factors, if found by the Engineer to be beyond the control of the Contractor, his subcontractors, vendors or suppliers:

1. Determination that the deficiency was due to the failure of other features of the Contract.
2. Determination that the deficiency was the responsibility of a third party performing work not included in the Contract or its actions.

The Department will only pay for replanting as necessary due to factors determined by the Department to be beyond the control of the Contractor.

#### **570-5 Responsible Party.**

For the purposes of this Specification, the Contractor shall be the responsible party throughout construction and establishment periods.

Upon final acceptance of the Contract in accordance with 5-11, the Contractor's responsibility for maintenance of all the work or facilities within the project limits of the Contract will terminate in accordance with 5-11; with the sole exception that the facilities damaged due to lack of established turf and the obligations set forth in this Specification-for performance turf shall continue thereafter to be responsibility of the Contractor as otherwise provided in this Section.

#### **570-6 Statewide Disputes Review Board.**

The Statewide Disputes Review Board in effect for this Contract will resolve any and all disputes that may arise involving administration and enforcement of this Specification related to the remedial work performed during the warranty period. The Responsible Party and the Department acknowledge that use of the Statewide Disputes Review Board is required, and the determinations of the Statewide Disputes Review Board for disputes arising out of this Specification will be binding on both the Responsible Party and the Department, with no right of appeal by either party. Meet the requirements of 8-3.

#### **570-7 Failure to Perform.**

Should the Contractor fail to timely submit any dispute to the Statewide Disputes Review Board, refuse to submit any dispute to the Statewide Disputes Review Board, fail to provide an established turf in accordance with 570-4 within six months of final acceptance of the Contract in accordance with 5-11, or fail to compensate the Department for any remedial work performed by the Department in establishing a turf and other remedial work associated with lack of an established turf, including but not limited to, repair of shoulder or other areas due to erosion and removal of sediments deposited in roadside ditches and streams, as determined by the Statewide Disputes Review Board to be the Contractor's responsibility, the Department shall suspend, revoke or deny the Contractor's certificate of qualification under the terms of Section 337.16(d)(2), Florida Statutes, until the Contractor provides an established turf or makes full and complete payment for the remedial work performed by the Department. In no case shall the period of suspension, revocation, or denial of the Contractor's certificate of qualification be less than six months. Should the Contractor choose to challenge the Department's notification of intent for suspension, revocation or denial of qualification and the Department's action is upheld,

the Contractor shall have its qualification suspended for a minimum of six months or until the remedial action is satisfactorily performed, whichever is longer.

**570-8 Method of Measurement.**

The quantities to be paid for will be plan quantity in square yards based on the area shown in the Plans, completed and accepted.

**570-9 Basis of Payment.**

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

Payment will be made under:

Item No. 570- 1- Performance Turf - per square yard.

## SECTION 711 THERMOPLASTIC PAVEMENT MARKINGS

### 711-1 Description.

Apply new thermoplastic pavement markings, or refurbish existing thermoplastic pavement markings, in accordance with the Contract Documents.

### 711-2 Materials.

Use only materials listed on the Department's Approved Product List (APL) meeting the following requirements.

Hot-Applied Standard and Refurbishment Thermoplastic .....	971-1 and 971-5
Preformed Thermoplastic.....	971-1 and 971-6
Glass Spheres .....	971-1 and 971-2

The Engineer will take random samples of all material in accordance with the Department's Sampling, Testing and Reporting Guide schedule.

### 711-3 Equipment.

Use equipment capable of providing continuous, uniform heating of the pavement marking material to temperatures exceeding 390°F, mixing and agitation of the material in the reservoir to provide a homogeneous mixture without segregation. Use equipment that will maintain the pavement marking material in a plastic state, in all mixing and conveying parts, including the line dispensing device until applied. Use equipment which can produce varying line widths and which meets the following requirements:

1. Capable of traveling at a uniform, predetermined rate of speed, both uphill and downhill, to produce a uniform application of pavement marking material and capable of following straight lines and making normal curves in a true arc.
2. Capable of applying glass spheres to the surface of the completed pavement marking by a double drop application for standard thermoplastic pavement markings and a single drop application for recapping and refurbishment thermoplastic pavement markings. The bead dispenser for the first bead drop shall be attached to the pavement marking machine in such a manner that the beads are dispensed closely behind the installed line. The second bead dispenser bead shall be attached to the pavement marking machine in such a manner that the beads are dispensed immediately after the first bead drop application. Use glass spheres dispensers equipped with an automatic cut-off control that is synchronized with the cut-off of the thermoplastic material and applies the glass spheres uniformly on the entire pavement markings surface with 50 to 60% embedment.
3. Equipped with a special kettle for uniformly heating and melting the pavement marking material. The kettle must be equipped with an automatic temperature control device and material thermometer for positive temperature control and to prevent overheating or scorching of the thermoplastic material.
4. Meet the requirements of the National Fire Protection Association, state, and local authorities.

### 711-4 Application.

**711-4.1 General:** Remove existing thermoplastic pavement markings using a method approved by the Engineer such that pavement surface scars or traces of the removed

thermoplastic pavement markings will not conflict with new pavement markings. Do not use paint to blackout, hide, or disguise existing pavement markings.

Before applying pavement markings, remove any material that would adversely affect the bond of the pavement markings by a method approved by the Engineer.

Before applying pavement markings to any portland cement concrete surface, apply a primer, sealer, or surface preparation adhesive of the type recommended by the manufacturer. Offset longitudinal lines at least 2 inches from any longitudinal joints of portland cement concrete pavement.

Apply thermoplastic material thickness according to 711-4.2. Application on open graded friction surfaces may require more thermoplastic material to achieve the required thickness above the pavement surface.

Apply pavement markings to dry surfaces only, and when the ambient air and surface temperature is at least 50°F and rising for asphalt surfaces and 60°F and rising for concrete surfaces.

Apply pavement markings to the same tolerances in dimensions and in alignment specified in 710-5. When applying pavement markings over existing markings, ensure that no more than 2 inches on either end and not more than 1 inch on either side of the existing line is visible.

Apply thermoplastic material to the pavement by extrusion or other means approved by the Engineer.

When thermoplastic pavement markings are to be removed and replaced, apply new thermoplastic pavement markings prior to opening to traffic.

Conduct field tests in accordance with FM 5-541 Part A. Take test readings representative of the pavement marking performance. Remove and replace pavement markings not meeting the requirements of this Section at no additional cost to the Department.

With the exception of short-term raised rumble strips, wait at least 14 days after constructing the final asphalt surface course to place thermoplastic pavement markings. Installation of thermoplastic on concrete requires a clean, dry surface. Follow the manufacturer's recommendations for surface preparation for thermoplastic on concrete. Provide temporary pavement markings during the interim period prior to opening the road to traffic.

**711-4.1.1 Preformed Thermoplastic:** Apply markings to dry surfaces only and when ambient air temperature is at least 32°F. Prior to installation, follow the manufacturer's recommendations for pre-heating. For railroad dynamic envelopes, keep all equipment and personnel out of the foul area.

#### **711-4.2 Thickness:**

**711-4.2.1 Hot-Applied Standard Thermoplastic Markings:** Apply or recap standard thermoplastic pavement markings for longitudinal lines to attain a minimum thickness of 0.10 inch or 100 mils and a maximum thickness 0.15 inch or 150 mils when measured above the pavement surface.

Markings other than longitudinal lines, wherever located, will have a thickness of 0.09 inch or 90 mils to 0.12 inch or 120 mils when measured above the pavement surface.

Measure, record and certify on Department approved form and submit to the Engineer, the thickness of white and yellow pavement markings in accordance with FM 5-541.

The Engineer will verify the thickness of the pavement markings in accordance with FM 5-541 within 30 days of receipt of the Contractor's certification.

**711-4.2.2 Hot-Applied Refurbishment Thermoplastic Markings:** Apply a minimum of 0.06 inch or 60 mils of thermoplastic material. Ensure that the combination of the existing marking and the overlay after application of glass spheres does not exceed the maximum thickness of 0.150 inch or 150 mils for all lines.

Measure, record and certify on Department approved form and submit to the Engineer, the thickness of white and yellow pavement markings in accordance with FM 5-541 Part A.

The Engineer will verify the thickness of the pavement markings in accordance with FM 5-541 Part A within 30 days of receipt of the Contractor's certification.

**711-4.2.3 Preformed Thermoplastic Markings:** Apply 0.125 inch or 125 mils of preformed thermoplastic material.

Use preformed thermoplastic for bicycle markings, shared use path markings, 24-inch markings on special emphasis crosswalks, route shields, ramp exit numbers, railroad dynamic envelopes, white dotted lines (2'-4') with trailing black contrast, 12-inch transverse crosswalk lines with black contrast, 24-inch stop line with black contrast, and black contrast arrows, messages, and symbols.

Measure, record and certify on Department approved form and submit to the Engineer, the thickness of the pavement markings in accordance with FM 5-541 Part A.

#### **711-4.3 Retroreflectivity:**

**711-4.3.1 General:** Measure, record and certify on Department approved form and submit to the Engineer, the retroreflectivity of white and yellow pavement markings in accordance with FM 5--541 Part A.

**711-4.3.2 Longitudinal Lines:** Apply hot-applied standard and refurbishment thermoplastic pavement markings that will attain an initial retroreflectivity of not less than 450 mcd/m<sup>2</sup>/lx and not less than 350 mcd/m<sup>2</sup>/lx for white and yellow, respectively.

**711-4.3.3 Markings Other Than Longitudinal Lines:** Apply hot-applied standard and refurbishment thermoplastic markings that will attain an initial retroreflectivity of not less than 300 mcd/m<sup>2</sup>/lx and 250 mcd/m<sup>2</sup>/lx for white and yellow, respectively.

**711-4.3.4 Preformed Markings:** Apply white preformed thermoplastic markings that will attain an initial retroreflectivity of not less than 200 mcd/m<sup>2</sup>/lx. Black pavement markings must have a retroreflectance of less than 20 mcd/m<sup>2</sup>/lx.

#### **711-4.4 Glass Spheres:**

**711-4.4.1 Longitudinal Lines:** For hot-applied standard thermoplastic markings, apply the first drop of Type 4 or larger glass spheres immediately followed by the second drop of Type 1 glass spheres. For hot-applied refurbishment thermoplastic markings, apply a single drop of Type 3 glass spheres. Apply retroreflective glass spheres to all markings at the rates provided in the manufacturer's installation instructions.

**711-4.4.2 Markings Other Than Longitudinal Lines:** For hot-applied standard and refurbishment thermoplastic markings, apply a single drop of Type 1 glass spheres and sharp silica sand at the rates provided in the manufacturer's installation instructions. Use sharp silica sand materials meeting the requirements of 971-5.4. For hot-applied high friction thermoplastic markings, apply retroreflective and friction elements at the rates provided in the manufacturer's installation instructions.

**711-4.4.3 Preformed Markings:** These markings are factory supplied with glass spheres and friction elements. Apply additional glass spheres and friction elements in accordance with the manufacturer's instructions.

**711-5 Contractor's Responsibility for Notification.**

Notify the Engineer prior to the placement of the materials. At the time of notification, submit a certification to the Engineer with the APL number and the batch or LOT numbers of the thermoplastic and glass spheres to be used. Packaging labels that contain the information required by 971-1.1 will be accepted in place of a certification.

**711-6 Protection of Newly Applied Thermoplastic Pavement Markings.**

Do not allow traffic onto or permit vehicles to cross newly applied pavement markings until they are sufficiently dry. Remove and replace any portion of the pavement markings damaged by passing traffic or from any other cause, at no additional cost to the Department.

**711-7 Observation Period.**

Longitudinal pavement markings are subject to a 180 day observation period under normal traffic. The observation period shall begin with the satisfactory completion and acceptance of the work.

The longitudinal pavement markings shall show no signs of failure due to blistering, excessive cracking, chipping, discoloration, poor adhesion to the pavement, loss of retroreflectivity or vehicular damage. The retroreflectivity shall meet the initial requirements of 711-4.3. The Department reserves the right to check the retroreflectivity any time prior to the end of the observation period.

Replace, at no additional expense to the Department, any longitudinal pavement markings that do not perform satisfactorily under traffic during the 180 day observation period.

**711-8 Corrections for Deficiencies.**

Recapping applies to conditions where additional pavement marking material is applied to new or refurbished pavement markings to correct a thickness deficiency. Correct deficiencies by recapping or removal and reapplication of a 1 mile section centered around the deficiency, as determined by the Engineer, at no additional cost to the Department.

**711-9 Method of Measurement.**

**711-9.1 Thermoplastic Pavement Markings:** The plan quantity, acceptably applied and subject to 9-1.3.2, under this Section will be paid as follows:

1. The length, in gross miles, of solid, 10'-30' skip, 3'-9' dotted, 6'-10' dotted, 2'-2' dotted, and 2'-4' dotted lines.
2. The length, in linear feet, of transverse lines, diagonal lines, chevrons, parking spaces, special emphasis crosswalk markings, and railroad dynamic envelope markings.
3. The number of pavement messages, symbols, and arrows. Each arrow is paid as a complete marking, regardless of the number of "points" or directions.

The gross mile measurement will be taken as the distance from the beginning of the thermoplastic line to the end of the thermoplastic line and will include the unmarked gaps for skip and dotted lines. The gross mile measurement will not include designated unmarked lengths at intersections, turn lanes, etc.

**711-9.2 Removal of Existing Thermoplastic Markings:** The quantity for removal of existing thermoplastic pavement markings to be paid will be the area, in square feet, acceptably removed. Payment for removal of thermoplastic pavement markings will only be made for locations where the existing pavement surface is to remain.

**711-10 Basis of Payment.**

Prices and payments will be full compensation for all work specified in this Section, including, all cleaning and preparing of surfaces, furnishing of all materials, application, curing and protection of all items, protection of traffic, furnishing of all tools, machines and equipment, and all incidentals necessary to complete the work. Final payment will be withheld until all deficiencies are corrected.

Payment will be made under:

Item No. 711	Thermoplastic Pavement Markings
	Solid - per gross mile.
	Solid - per linear foot.
	Skip - per gross mile.
	Dotted - per gross mile.
	Message or Symbol - each.
	Arrows - each.
	Yield Line - per linear foot.
	Railroad Dynamic Envelope - per linear foot.
	Remove - per square foot.

**SECTION 4  
ATTACHMENTS**

## ATTACHMENT 1

## Appendix II to Part 200

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### **Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

## Appendix II to Part 200

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(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

(I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(K) See § 200.322 Procurement of recovered materials.

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

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

**ATTACHMENTS**

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

**I. GENERAL**

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

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

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

**II. NONDISCRIMINATION** (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

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

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

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

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

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

**1. Equal Employment Opportunity:** Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

#### **6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

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

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

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

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

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

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

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

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

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

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

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

#### **10. Assurances Required:**

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

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

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

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

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

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

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

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

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

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

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

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

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

#### 1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

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

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

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

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

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

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

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to [DBAconformance@dol.gov](mailto:DBAconformance@dol.gov). The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to [DBAconformance@dol.gov](mailto:DBAconformance@dol.gov), refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

## 2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

### 3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements (1) Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements (1) Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker ( e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

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

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

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

(5) *Signature*. The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification*. The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(7) *Length of certified payroll retention*. The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents*. The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers*. The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements*. If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures*. Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

#### **4. Apprentices and equal employment opportunity (29 CFR 5.5)**

a. *Apprentices* (1) *Rate of pay*. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

(3) *Apprenticeship ratio*. The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates*. Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity*. The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

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

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

**6. Subcontracts.** The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

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

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

**9. Disputes concerning labor standards.** As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.** a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

**11. Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

## V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)\* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

\* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

### 3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

**4. Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

**5. Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

### VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

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

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;

- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

## **VII. SAFETY: ACCIDENT PREVENTION**

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

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

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

## **VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

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

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

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

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

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

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

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

**IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)**

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

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

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

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

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

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

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

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

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

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

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**3. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

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

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

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

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

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

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

\* \* \* \* \*

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

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

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

\* \* \* \* \*

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

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

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

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

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

#### **XII. USE OF UNITED STATES-FLAG VESSELS:**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS  
PREFERENCE FOR APPALACHIAN DEVELOPMENT  
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS  
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**

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

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

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

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

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

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

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

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

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

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

## ATTACHMENT 2

**CDBG Supplemental Conditions for Construction Contracts**

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

1. Termination (Cause and Convenience)
2. Access to Records
3. Retention of Records
4. Remedies
5. Environmental Compliance (Clean Air Act and Clean Water Act)
6. Energy Efficiency
7. Special Equal Opportunity Provisions
8. Conflict of Interest
9. Utilization of Minority and Women’s Businesses
10. Federal Labor Standards Provisions (Davis-Bacon, Copeland, and Contract Work Hours Act)
11. Guidance to Contractor for Compliance with Labor Standards Provisions
12. E-Verify

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**1. Termination (Cause and Convenience)**

- A. This contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given:
  - (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate; and
  - (2) an opportunity for consultation with the terminating party prior to termination.
- B. This contract may be terminated in whole or in part in writing by the local government for its convenience, provided that the other party is afforded the same notice and consultation opportunity specified in 1(a) above.
- C. If termination for default is effected by the local government, an equitable adjustment in the price for this contract shall be made, but
  - (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and
  - (2) any payment due to the contractor at the time of termination may be adjusted to cover any additional costs to the local government because of the contractor’s default.

If termination for convenience is effected by the local government, the equitable adjustment shall include a reasonable profit for services or other work performed for which profit has not already been included in an invoice.

For any termination, the equitable adjustment shall provide for payment to the contractor for services rendered and expenses incurred prior to receipt of the notice of intent to terminate, in addition to termination settlement costs reasonably incurred by the contractor relating to commitments (e.g., suppliers, subcontractors) which had become firm prior to receipt of the notice of intent to terminate.

- D. Upon receipt of a termination action under paragraphs (a) or (b) above, the contractor shall (1) promptly discontinue all affected work (unless the notice directs otherwise) and (2) deliver or otherwise make available to the local government all data, drawings, reports specifications, summaries and other such information, as may have been accumulated by the contractor in performing this contract, whether completed or in process.

**CDBG Supplemental Conditions for Construction Contracts**

- E. Upon termination, the local government may take over the work and may award another party a contract to complete the work described in this contract.
- F. If, after termination for failure of the contractor to fulfill contractual obligations, it is determined that the contractor had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the local government. In such event, adjustment of the contract price shall be made as provided in paragraph (c) above.

**2. Access to Records**

The local government, the Florida Department of Economic Opportunity, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability, and any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

**3. Retention of Records**

The contractor shall retain all records relating to this contract for six years after the local government makes final payment and all other pending matters are closed.

**4. Remedies**

Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters in question between the local government and the contractor, arising out of or relating to this contract, or the breach of it, will be decided by arbitration, if the parties mutually agree, or in a Florida court of competent jurisdiction.

**5. Environmental Compliance**

If this contract exceeds \$100,000, the contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 USC 1857(h)), section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and U.S. Environmental Protection Agency regulations (40 CFR Part 15). The contractor shall include this clause in any subcontracts over \$100,000.

**6. Energy Efficiency**

The contractor shall comply with any mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

**7. Special Equal Opportunity Provisions****A. Activities and Contracts Not Subject to Executive Order 11246, as Amended**

(Applicable to Federally assisted construction contracts and related subcontracts \$10,000 and under.)

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: 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.

**CDBG Supplemental Conditions for Construction Contracts**

- (2) The contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer seeking forth the provisions of this nondiscrimination clause. The contractor shall state that all qualified applicants be considered without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) Contractors shall incorporate foregoing requirements in all subcontracts.

**B. Executive Order 11246, as Amended (through 2014), Section 202 Equal Opportunity Clause (Applicable to contracts/subcontracts above \$10,000)**

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information."
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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- (8) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**(C) Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246). (Applicable to contracts/subcontracts exceeding \$10,000.)**

- (a) The Offerer's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
- (b) The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Female participation: 6.9% (statewide)

Minority participation (See Appendix at CDBG-25 for goals for each county)

These goals are applicable to all Contractor's construction work (whether or not it is federally-assisted) performed in the covered area. If the Contractor performs construction work in a geographic area located outside of the covered area, it shall apply the goals established for such geographic area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3 (a), and its efforts to meet the goals established or the geographic area where the contract resulting from his solicitation is to be performed. The hours of minority and female employment or training must be substantially uniform throughout the length of the contract and in each trade the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

- (c) The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.
- (d) As used in this Notice, and in the contract resulting from the solicitation, the "covered area" is the county in which the contract work is being undertaken.

**CDBG Supplemental Conditions for Construction Contracts****(D) 41 CFR 60-4.3. Equal Opportunity Clauses**

- (a) The equal opportunity clause published at 41 CFR 60-1.4(a) of this chapter is required to be included in, and is part of, all nonexempt Federal contracts and subcontracts, including construction contracts and subcontracts. The equal opportunity clause published at 41 CFR 60-1.4(b) is required to be included in, and is a part of, all nonexempt federally assisted construction contracts and subcontracts. In addition to the clauses described above, all Federal contracting officers, all applicants and all nonconstruction contractors, as applicable, shall include the specifications set forth in this section in all Federal and federally assisted construction contracts in excess of \$10,000 to be performed in geographical areas designated by the Director pursuant to § 60-4.6 of this part and in construction subcontracts in excess of \$10,000 necessary in whole or in part to the performance of nonconstruction Federal contracts and subcontracts covered under the Executive order.

Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246).

1. As used in these specifications:
  - A. “Covered area” means the geographical area described in the solicitation from which this contract resulted;
  - B. “Director” means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
  - C. “Employer identification number” means the Federal Social Security number used on the Employer’s quarterly Federal Tax Return, U. S. Treasury Department Form 941.
  - D. “Minority” includes:
    - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
    - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
    - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Island); and
    - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U. S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor’s or subcontractor’s failure to take good faith efforts to achieve the Plan goals and timetables.

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4. The contractor shall implement the specific affirmative action standards provided in paragraphs 7.A. through P. of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a federal or federally-assisted construction contract shall apply the minority and female goals established for the geographic area where the contract is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
  - (a) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
  - (b) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
  - (c) Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the contractor may have taken.
  - (d) Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or woman sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.

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- (e) Develop on-the-job training opportunities and/or participate in training programs for the areas which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 7.(b) above.
- (f) Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- (g) Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with on-site supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- (h) Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.
- (i) Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female recruitment students and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- (j) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a contractor's work force.
- (k) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR 60-3.
- (l) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- (m) Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.
- (n) Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- (o) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
- (p) Conduct a review, at least annually, of all supervisors' adherence to and performance under the contractor's EEO policies and affirmative action obligations.

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8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations 7.(a) through (p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7.(a) through (p) of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.
9. A single goal for minorities and separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally, the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
10. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The contractor shall not enter into any subcontract with any person or firm debarred from government contracts pursuant to Executive Order 11246.
12. The contractor shall carry out sections and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensively as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its effort to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee, the name, address, telephone numbers, construction trade, union affiliation, if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance and upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

**E. Certification of Non-Segregated Facilities (Contracts over \$10,000)**

The contractor does not maintain or provide for its employees any segregated facilities at any of its establishments, and does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The contractor certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract.

As used in this certification, “segregated facilities” mean any waiting rooms, work areas, rest rooms and wash rooms, restaurants, and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise.

The contractor further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that it will retain such certifications in its files; and that it will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods) .

**F. Civil Rights Act of 1964**

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

**G. Section 109 of the Housing and Community Development Act of 1974**

No person in the United States shall on the grounds of race, color, national original, religion or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

**H. “Section 3” Compliance in the Provision of Training, Employment and Business Opportunities**

- (1) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (2) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.

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- (3) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- (4) The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.
- (5) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 75.
- (6) Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- (7) With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 USC 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

**I. Section 503 Handicapped (Contracts \$2,500 or more)**

- (1) The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- (2) The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
- (3) In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- (4) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

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- (5) The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or their contract understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- (6) The contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

**J. Age Discrimination in Employment Act of 1967, as Amended**

It shall be unlawful for an employer-

- (1) to fail or refuse to hire or to discharge any individual or otherwise discriminate against any individual with respect to his compensation, terms, conditions, or privileges of employment, because of such individual's age;
- (2) to limit, segregate, or classify his employees in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee, because of such individual's age; or
- (3) to reduce the wage rate of any employee in order to comply with this chapter.

**K. Title II of the Genetic Information Nondiscrimination Act of 2008 (GINA)**

- (1) Under Title II of the Genetic Information Nondiscrimination Act, it is illegal to discriminate against employees or applicants because of genetic information. Employers are prohibited from using genetic information in making employment decisions. GINA restricts employers and other entities covered by Title II (employment agencies, labor organizations and joint labor-management training and apprenticeship programs - referred to as "covered entities") from requesting, requiring or purchasing genetic information, and strictly limits the disclosure of genetic information.

The law forbids discrimination on the basis of genetic information when it comes to any aspect of employment, including hiring, firing, pay, job assignments, promotions, layoffs, training, fringe benefits, or any other term or condition of employment.

- (2) "Genetic information" includes information about an individual's genetic tests and the genetic tests of an individual's family members, as well as information about the manifestation of a disease or disorder in an individual's family members (i.e. family medical history). Family medical history is included in the definition of genetic information because it is often used to determine whether someone has an increased risk of getting a disease, disorder, or condition in the future.

**8. Conflict of Interest of Officers or Employees of the Local Jurisdiction, Members of the Local Governing Body, or Other Public Officials**

No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this contract, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

**9. Utilization of Minority and Women Firms (M/WBE)**

The contractor shall take all necessary affirmative steps to assure that M/WBE firms are utilized when possible as suppliers and/or subcontractors, as applicable. Prior to contract award, the contractor shall document efforts to utilize M/WBE firms, including identifying what firms were solicited as suppliers and/or subcontractors, as applicable. Information regarding certified M/WBE firms can be obtained from:

- Florida Department of Management Services, Office of Supplier Diversity,
- Florida Department of Transportation (construction services, particularly highway),
- Minority Business Development Center in most major cities, and
- Local government M/WBE programs in many large counties and cities.

A firm recognized as an M/WBE by any of the above agencies is acceptable for the CDBG program.

**10. Federal Labor Standards Provisions**

**(Davis-Bacon Act, Copeland Act, and Contract Works Hours & Safety Standards Act)** The Project to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

- A. (1) (a) Minimum Wages. All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), 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 29 CFR 5.5(a)(1)(iv); 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 29 CFR 5.5(a)(1)(ii) 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) (i) Any class of laborers or mechanics 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. HUD shall approve an additional classification and wage rate and fringe benefits; therefore, only when the following criteria have been met:
- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

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- (2) The classification is utilized in the area by the construction industry; and
  - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (ii) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee 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 HUD or its designee to the Administrator of the Wage and Hour Division, employment Standards Administration, U. S. Department of Labor, Washington, D. C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)
  - (iii) In the event that the Contractor, the laborers or mechanics to be employed in the Classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designed for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that the additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)
  - (iv) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (b)(ii) or (iii) of this paragraph, 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. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)
- (2) Withholding. HUD or its designee 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 (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, HUD, or its designee may, after written notice to the contractor, sponsor, applicant, or owners, 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. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

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- (3) (a) Payrolls and Basic Records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). 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. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017).
- (b) (i) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owners, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5.5(a)(3)(I). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U. S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149).
- (ii) 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:
- (1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR Part 5.5 (a)(3)(I) and that such information is correct and complete;
  - (2) 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 29 CFR Part 3;
  - (3) 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.
- (iii) The weekly submission of a properly executed certification set forth on the reverse side of Option Form WH-347 shall satisfy the requirement for submission of the “Statement of Compliance” required by paragraph A(3)(b)(ii) of this section.

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- (iv) 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 A(3)(a) of this section available for inspection, copying, or transcription by authorized representatives of HUD or its designee 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, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, 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 to make such records available may be grounds for debarment action pursuant to 29 CFR Part 5.12.
- (4) (a) Apprentices and Trainees.
- (i) Apprentices. 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, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, 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 Bureau of Apprenticeship and Training 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 the determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, 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.

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- (ii) Trainees. 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 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 contract 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.
- (iii) 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.
- (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 will insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contract shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 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 referenced 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 U. S. Department of Labor (USDOL) 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 HUD or its designee, the USDOL, or the employees or their representatives.
- (10) (a) Certification of Eligibility. 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) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

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- (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) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.
- (c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 USC 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, USC, “Federal Housing Administration transactions”, provides in part “Whoever, for the purpose of ... influencing in any way the action of such Administration ... makes, utters or publishes any statement, knowing the same to be false ... shall be fined not more than \$5,000 or imprisoned not more than two years, or both.”

(11) Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this contract are applicable shall be discharged or in any other manner discriminated against by the contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this contract to his employer.

B. Contract Work Hours and Safety Standards Act. As used in the 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 subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore 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 subparagraph (1) of this paragraph, 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 subparagraph (1) of this paragraph.
- (3) Withholding for unpaid wages and liquidated damages. HUD or its designee 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 contract, 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 subparagraph (2) of this paragraph.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph 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 subparagraphs (1) through (4) of this paragraph.

C. Health and Safety

- (1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

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- (2) The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 (formerly part 1518) and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54.83 State 96).
- (3) The contractor shall include the provisions of this Article in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

**11. Guidance to Contractor for Compliance with Labor Standards Provisions**

A. Contracts with Two Wage Decisions

If the contract includes two wage decisions, the contractor, and each subcontractor who works on the site, must submit either two separate payrolls (one for each wage decision) or one payroll which identifies each worker twice and the hours worked under each wage decision. One single payroll, reflecting each worker once, may be submitted provided the Contractor uses the higher rate in the wage decisions for each identical job classification. However, where a job classification is not listed in a wage decision and is needed for that portion of the work, the classification **must** be added to the wage decision. A worker may not be paid at the rate for a classification using the hourly rate for that same classification in another wage decision. After the additional classification is approved, the contractor may pay the higher of the two rates and submit one payroll, if desired.

B. Complying with Minimum Hourly Amounts

- (1) The minimum hourly amount due to a worker in each classification is the total of the amounts in the “Rates” and “Fringe Benefits” (if any) columns of the applicable wage decision.
- (2) The contractor may satisfy this minimum hourly amount by any combination of cash and bona fide fringe benefits, regardless of the individual amounts reflected in the “Rates” and “Fringe Benefits” columns.
- (3) A contractor payment for a worker which is required by law is not a fringe benefit in meeting the minimum hourly amount due under the applicable wage decision. For example, contractor payments for FICA or unemployment insurance are not a fringe benefit; however, contractor payments for health insurance or retirement are a fringe benefit. Generally, a fringe benefit is bona fide if (a) it is available to most workers and (b) involves payments to a third party.
- (4) The hourly value of the fringe benefit is calculated by dividing the contractor’s annual cost (excluding any amount contributed by the worker) for the fringe benefit by 2080. Therefore, for workers with overtime, an additional payment may be required to meet the minimum hourly wages since generally fringe benefits have no value for any time worked over 40 hours weekly. (If a worker is paid more than the minimum rates required by the wage decision, this should not be a problem. As long as the total wages received by a worker for straight time equals the hours worked times the minimum hourly rate in the wage decision, the requirement of the Davis-Bacon and Related Acts has been satisfied.)

C. Overtime

For any project work over 40 hours weekly, a worker generally must be paid 150% of the actual hourly cash rate received, not the minimum required by the wage decision. (The Davis-Bacon and related acts only establish minimum rates and does not address overtime; the Contract Work Hours Act contains the overtime requirement and uses “basic rate of pay” as the base for calculation, not the minimum rates established by the Davis-Bacon and related acts.)

**CDBG Supplemental Conditions for Construction Contracts****D. Deductions**

Workers who have deductions, not required by law, from their pay must authorize these deductions in writing. The authorization must identify the purpose of each deduction and the amount, which may be a specific dollar amount or a percentage. A copy of the authorization must be submitted with the first payroll containing the deduction. If deducted amounts increase, another authorization must be submitted. If deducted amounts decrease, no revision to the original authorization is needed. Court-ordered deductions, such as child support, may be identified by the responsible payroll person in a separate document. This document should identify the worker, the amount deducted and the purpose. A copy of the court order should be submitted.

**E. Classifications Not Included in the Wage Decision**

If a classification not in the wage decision is required, please advise the owner's representative in writing and identify the job classification(s) required. In some instances, the State agency may allow the use of a similar classification in the wage decision.

Otherwise, the contractor and affected workers must agree on a minimum rate, which cannot be lower than the lowest rate for any trade in the wage decision. Laborers (including any subcategory of the laborer classification) and truck drivers are not considered a trade for this purpose. If the classification involves a power equipment operator, the minimum cannot be lower than the lowest rate for any power equipment operator in the wage decision. The owner will provide forms to document agreement on the minimum rate by the affected workers and contractor.

The USDOL must approve the proposed classification and rate. The contractor may pay the proposed rate until the USDOL makes a determination. Should the USDOL require a higher rate, the contractor must make wage restitution to the affected worker(s) for all hours worked under the proposed rate.

**F. Supervisory Personnel**

Foremen and other supervisory personnel who spend at least 80% of their time supervising workers are not covered by the Davis-Bacon and Related Acts. Therefore, a wage decision will not include such supervisory classifications and their wages are not subject to any minimums under the Davis-Bacon and Related Act or overtime payments under the Contract Work Hours and Safety Standards Act. However, foremen and other supervisory personnel who spend less than 80% of their time engaged in supervisory activities are considered workers/mechanics for the time spent engaged in manual labor and must be paid at least the minimum in the wage decision for the appropriate classification(s) based on the work performed.

**G. Sole Proprietorships/Independent Contractors/Leased Workers**

The nature of the relationship between a prime contractor and a worker does not affect the requirement to comply with the labor standards provisions of this contract. The applicability of the labor standards provisions is based on the nature of the work performed.

If the work performed is primarily manual in nature, the worker is subject to the labor standards provisions in this contract. For example, if John Smith is the owner of ABC Plumbing and performs all plumbing work himself, then Mr. Smith is subject to the labor standards provisions, including minimum wages and overtime. His status as "owner" is irrelevant for labor standards purposes.

If a worker meets the IRS standards for being an independent contractor, and is employed as such, this means that the worker must submit a separate payroll as a subcontractor rather than be included on some other payroll. The worker is still subject to the labor standards provisions in this contract, including minimum wages and overtime.

**CDBG Supplemental Conditions for Construction Contracts**

If a contractor or subcontractor leases its workers, they are subject to the labor standards provisions in this contract, including minimum wages and overtime. The leasing firm must submit payrolls and these payrolls must reflect information required to determine compliance with the labor standards provisions of this contract, including a classification for each worker based on the nature of the work performed, number of regular hours worked, and number of overtime hours worked.

H. Apprentices/Helpers

A worker may be classified as an apprentice **only if participating in a federal or state program**. Documentation of participation must be submitted. Generally, the apprentice program specifies that the apprentice will be compensated at a percentage of the journeyman rate. For Davis-Bacon Act purposes, the hourly rate cannot be lower than the percentage of the hourly rate for the classification in the applicable wage decision.

If the worker does not participate in a federal or state apprentice program, then the worker must be classified according to duties performed. This procedure may require classification in the “trade” depending on tools used, or as a laborer if specialized tools of the trade are not used. The contractor may want to consult with the Wage and Hour Division of the U.S. Department of Labor located in most large cities regarding the appropriate classification.

Presently, no worker may be classified as a “helper”. As with apprentices not participating in a formal apprentice program, the worker must be classified according to duties performed and tools used.

**12. E-Verify**

Contractors and subcontractors performing work funded by CDBG subgrants are required to enroll in the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees that they hire during the term of their contracts under Executive Order 11-116, signed by the Governor of Florida on May 27, 2011.

- (a) E-Verify is an Internet-based system that allows businesses to determine the eligibility of their employees to work in the United States. A contractor or subcontractor that has not signed up for E-Verify and executed a memorandum of understanding with the Department of Homeland Security can enroll in the E-Verify system on the Department of Homeland Security’s website listed below:

<http://www.uscis.gov/e-verify/e-verify-enrollment-page>

- (b) Contractors and subcontractors shall enroll in the E-Verify system prior to hiring any new employee after the effective date of their contracts to perform work on CDBG-funded projects. The address for obtaining an Employer Memorandum of Understanding is:

<http://www.uscis.gov/sites/default/files/USCIS/Verification/E-Verify/E-Verify Native Documents/MOU for E-Verify Employer.pdf>

- (c) The Department of Homeland Security offers tutorials and other assistance at the web address below:

<http://www.uscis.gov/e-verify/you-start>

### **13. Environmental Conditions**

If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the immediate vicinity of the discovery. The Owner shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section at (850) 245-6333. Project activities shall not resume without verbal and/or written authorization from the Florida Department of State.

In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with Section 872.05, Florida Statutes.

If an endangered/threatened species is encountered during construction, take appropriate actions to protect the animal/plant from harm or disruption to breeding/nesting.

Contractor shall obtain and comply with all required permits, including but not limited to Environmental Resource Permit, Building Permit (all relevant trades), and permit(s) for asbestos and lead abatement.

### **14. Items to be Posted on Jobsite**

- A. Applicable Federal Wage Decision
- B. Employee Rights poster
- C. EEO is the Law
- D. EEO is the Law supplementary poster
- E. OSHA Job Safety and Health poster

**CDBG Supplemental Conditions for Construction Contracts**

**Appendix**  
**Minority Participation Goals**

These are the goals, by county, for meeting the minority participation portion of Section 7-B(2)(b) of the CDBG Supplemental Conditions. These are contractor workforce goals, not goals for subcontracting to minority and women firms. Solicitation of minority and women firms as subcontractors is a separate federal requirement which the contractor must document compliance with.

<u>Tampa-St. Petersburg Area</u>	<u>Percentage</u>
Hillsborough, Pinellas, Pasco.....	17.9
Charlotte, Citrus, Collier, DeSoto, .....	17.1
Hardee, Hernando, & Highlands (all seven counties)	
Lee .....	15.3
Manatee .....	15.9
Polk .....	18.0
Sarasota.....	10.5
 <u>Tallahassee Area</u>	
Leon, Wakulla.....	24.3
Calhoun, Franklin, Gadsden, Jackson, .....	29.5
Jefferson, Liberty, Madison, & Taylor (all eight counties)	
 <u>Pensacola - Panama City Area</u>	
Bay.....	14.1
Escambia, Santa Rosa.....	18.3
Gulf, Holmes, Okaloosa, .....	15.4
Walton, & Washington (all five counties)	
 <u>Jacksonville Area</u>	
Alachua .....	20.6
Baker, Clay, Duval, Nassau, & St. Johns.....	21.8
Bradford, Columbia, Dixie, Gilchrist.....	22.2
Hamilton, Lafayette, Levy, Marion, Putnam, Suwannee, & Union (all 11 counties)	
 <u>Orlando - Daytona Beach Area</u>	
	<u>Percentage</u>
Volusia .....	15.7
Brevard .....	10.7
Orange, Osceola, & Seminole (all three counties).....	15.5
Flagler, Lake, & Sumter (all three counties).....	14.9
 <u>Miami - Fort Lauderdale Area</u>	
Dade.....	39.5
Broward .....	15.5
Palm Beach.....	22.4
Glades, Hendry, Indian River, Monroe,.....	30.4
Okeechobee, Martin, & St. Lucie (all seven counties)	

## ATTACHMENT 3

**A. APPLICABILITY**

The Project or Program to which the construction work covered by this Contract pertains is being assisted by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

**1. Minimum wages and fringe benefits**

- i. All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in 29 CFR 5.5(d) and (e), the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of these contract clauses; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in 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 classifications and wage rates conformed under 29 CFR 5.5(a)(1)(iii)) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

**ii. Frequently recurring classifications**

- A. In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to 29 CFR 5.5(a)(1)(iii), provided that:
  1. The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;
  2. The classification is used in the area by the construction industry; and
  3. The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.
- B. The Administrator will establish wage rates for such classifications in accordance with 29 CFR 5.5(a)(1)(iii)(A)(3). Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

**iii. Conformance**

- A. The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be

classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
  2. The classification is used in the area by the construction industry; and
  3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- B. The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.
- C. If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to [DBAconformance@dol.gov](mailto:DBAconformance@dol.gov). The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- D. In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to [DBAconformance@dol.gov](mailto:DBAconformance@dol.gov), refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- E. The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under 29 CFR 5.5 (a)(1)(iii)(C) and (D). The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to 29 CFR 5.5 (a)(1)(iii)(C) or (D) must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

**iv. Fringe benefits not expressed as an hourly rate**

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

**v. Unfunded plans**

If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in 29 CFR 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

- vi. Interest** In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

## 2. Withholding

### i. Withholding requirements

The U. S. Department of Housing and Urban Development may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in 29 CFR 5.5(a) for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in 29 CFR 5.5(a)(3)(iv), HUD may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, 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.

### ii. Priority to withheld funds

The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

- A. A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- B. A contracting agency for its procurement costs;
- C. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- D. A contractor's assignee(s);
- E. A contractor's successor(s); or
- F. A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

## 3. Records and certified payrolls

### i. Basic record requirements

**A. Length of record retention.** All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

**B. Information required** Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

**C. Additional records relating to fringe benefits.** Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(v) that the wages of any laborer or mechanic include the amount of any

costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

**D. Additional records relating to apprenticeship** Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

**ii. Certified payroll requirements**

**A. Frequency and method of submission** The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to HUD if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system

**B. Information required** The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i)(B), except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.*, the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

**C. Statement of Compliance** Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

1. That the certified payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information and basic records are being maintained under 29 CFR 5.5 (a)(3)(i), and such information and records are correct and complete;
2. That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly

from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.
  - D. **Use of Optional Form WH-347** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the “Statement of Compliance” required by 29 CFR 5.5(a)(3)(ii)(C).
  - E. **Signature** The signature by the contractor, subcontractor, or the contractor’s or subcontractor’s agent must be an original handwritten signature or a legally valid electronic signature.
  - F. **Falsification** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.
  - G. **Length of certified payroll retention** The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- iii. **Contracts, subcontracts, and related documents** The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- iv **Required disclosures and access**
- A. **Required record disclosures and access to workers** The contractor or subcontractor must make the records required under 29 CFR 5.5(a)(3)(i)–(iii), and any other documents that HUD or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by 29 CFR 5.1, available for inspection, copying, or transcription by authorized representatives of HUD or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.
  - B. **Sanctions for non-compliance with records and worker access requirements** If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to 29 CFR 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.
  - C. **Required information disclosures** Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to HUD if the agency is a party to

the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

#### 4. **Apprentices and equal employment opportunity**

##### i. **Apprentices**

- A. **Rate of pay** Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- B. **Fringe benefits** Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.
- C. **Apprenticeship ratio** The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to 29 CFR 5.5(a)(4)(i)(D). Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in 29 CFR 5.5(a)(4)(i)(A), must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.
- D. **Reciprocity of ratios and wage rates** Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

- ii **Equal employment opportunity** The use of apprentices and journeyworkers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

#### 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 must insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (11), along with the applicable wage determination(s) and such other clauses or contract modifications as the U.S. Department of Housing and Urban Development may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

**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.**

i. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

ii. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

iii. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

**11 Anti-retaliation** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;

ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;

iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5; or

iv. Informing any other person about their rights under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5.

**B. Contract Work Hours and Safety Standards Act (CWHSSA)**

The Agency Head must cause or require the contracting officer to insert the following clauses set forth in 29 CFR 5.5(b)(1), (2), (3), (4), and (5) in full, or (for contracts covered by the Federal Acquisition Regulation) by reference, in any 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 must

be inserted in addition to the clauses required by 29 CFR 5.5(a) or 4.6. As used in this paragraph, the terms “laborers and mechanics” include watchpersons and guards.

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

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in 29 CFR 5.5(b)(1) the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in 29 CFR 5.5(b)(1), in the sum of \$31 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 29 CFR 5.5(b)(1).

**3. Withholding for unpaid wages and liquidated damages**

**i. Withholding process** The U.S Department of Housing and Urban Development or the recipient of Federal assistance may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in 29 CFR 5.5(b) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

**ii Priority to withheld funds** The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

**A.** A contractor’s surety(ies), including without limitation performance bond sureties and payment bond sureties;

**B.** A contracting agency for its procurement costs;

**C.** A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor’s bankruptcy estate;

**D.** A contractor’s assignee(s);

**E.** A contractor’s successor(s); or

**F.** A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

**4. Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in 29 CFR 5.5(b)(1) through (5) and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR 5.5(b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss,

due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

- 5 Anti-retaliation** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
- i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in 29 CFR part 5;
  - ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or 29 CFR part 5;
  - iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or 29 CFR part 5; or
  - iv. Informing any other person about their rights under CWHSSA or 29 CFR part 5.
- C. CWHSSA required records clause** In addition to the clauses contained in 29 CFR 5.5(b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by 29 CFR 5.1, the Agency Head must cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made and actual wages paid. Further, the Agency Head must cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.
- D. Incorporation of contract clauses and wage determinations by reference** Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.
- E. Incorporation by operation of law** The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations, will be considered to be a part of every prime contract required by the applicable statutes referenced by 29 CFR 5.1 to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

## **F. HEALTH AND SAFETY**

The provisions of this paragraph (F) are applicable where the amount of the prime contract exceeds **\$100,000**.

1. No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
2. The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.
3. The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

## ATTACHMENT 4

"General Decision Number: FL20250238 01/03/2025

Superseded General Decision Number: FL20240238

State: Florida

Construction Type: Highway

Counties: De Soto, Glades, Hardee, Hendry, Monroe and Okeechobee Counties in Florida.

HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> <li>◆ Executive Order 14026 generally applies to the contract.</li> <li>◆ The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.</li> </ul>
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the</p>	<ul style="list-style-type: none"> <li>◆ Executive Order 13658 generally applies to the contract.</li> </ul>



LABORER: Pipelayer.....	\$ 17.00 **	0.70
LABORER: Grade Checker.....	\$ 14.67 **	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 17.23 **	0.74
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 17.19 **	1.45
OPERATOR: Broom/Sweeper.....	\$ 14.60 **	0.00
OPERATOR: Bulldozer.....	\$ 15.91 **	0.00
OPERATOR: Crane.....	\$ 32.96	0.00
OPERATOR: Grader/Blade.....	\$ 18.46	0.00
OPERATOR: Loader.....	\$ 15.63 **	0.00
OPERATOR: Mechanic.....	\$ 16.10 **	0.68
OPERATOR: Milling Machine.....	\$ 18.31	2.22
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 16.51 **	0.00
OPERATOR: Roller.....	\$ 15.38 **	0.00
OPERATOR: Screed.....	\$ 18.29	0.00
TRAFFIC CONTROL PERSON.....	\$ 15.00 **	0.64
TRUCK DRIVER: Dump Truck.....	\$ 15.89 **	3.75
TRUCK DRIVER: Lowboy Truck.....	\$ 20.99	0.95
TRUCK DRIVER: Water Truck.....	\$ 17.87	0.00
TRUCK DRIVER: Distributor Truck.....	\$ 19.84	0.00

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

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\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.75) or 13658 (\$13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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

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The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

### Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

### Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was

updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

## Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

## State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were

adopted.

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WAGE DETERMINATION APPEALS PROCESS

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

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to [davisbaconinfo@dol.gov](mailto:davisbaconinfo@dol.gov) or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to [BCWD-Office@dol.gov](mailto:BCWD-Office@dol.gov) or by mail to:

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

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the

decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

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

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210.

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END OF GENERAL DECISION"

# WORKER RIGHTS

## UNDER THE DAVIS-BACON ACT

### FOR LABORERS AND MECHANICS WORKING ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

The law requires employers to display this poster where employees can readily see it.

#### PREVAILING WAGES

You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.

#### OVERTIME

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

#### ENFORCEMENT

Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

#### APPRENTICES

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

#### RETALIATION

The law prohibits discharging or otherwise retaliating against workers for filing a complaint, cooperating in an investigation, or testifying in a proceeding under the Davis-Bacon and Related Acts.

#### PROPER PAY

If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

or contact the U.S. Department of Labor's Wage and Hour Division.



WAGE AND HOUR DIVISION  
UNITED STATES DEPARTMENT OF LABOR

1-866-487-9243  
TTY: 1-877-889-5627  
[www.dol.gov/whd](http://www.dol.gov/whd)



# DERECHOS DEL EMPLEADO BAJO LA LEY DAVIS-BACON

## PARA OBREROS Y MECÁNICOS EMPLEADOS EN PROYECTOS DE CONSTRUCCIÓN FEDERAL O CON ASISTENCIA FEDERAL

### **SALARIOS PREVALECIENTES**

No se le puede pagar menos de la tasa de pago indicada en la Decisión de Salarios Davis-Bacon fijada con este Aviso para el trabajo que Ud. desempeña.

### **SOBRETIEMPO**

Se le ha de pagar no menos de tiempo y medio de su tasa básica de pago por todas las horas trabajadas en exceso de 40 en una semana laboral. Existen pocas excepciones.

### **CUMPLIMIENTO**

Se pueden retener pagos por contratos para asegurarse que los obreros reciban los salarios y el pago de sobretiempo debidos, y se podría aplicar daños y perjuicios si no se cumple con las exigencias del pago de sobretiempo. Las cláusulas contractuales de Davis-Bacon permiten la terminación y exclusión de contratistas para efectuar futuros contratos federales hasta tres años. El contratista que falsifique los registros certificados de las nóminas de pago o induzca devoluciones de salarios puede ser sujeto a procesamiento civil o criminal, multas y/o encarcelamiento.

### **APRENDICES**

Las tasas de aprendices sólo se aplican a aprendices correctamente inscritos bajo programas federales o estatales aprobados.

### **PAGO APROPIADO**

Si Ud. no recibe el pago apropiado, o precisa de información adicional sobre los salarios aplicables, póngase en contacto con el Contratista Oficial que aparece abajo:

o póngase en contacto con la División de Horas y Salarios del Departamento de Trabajo de los EE.UU.



**DIVISIÓN DE HORAS Y SALARIOS**  
DEPARTAMENTO DE TRABAJO DE LOS EE.UU.

1-866-487-9243  
TTY: 1-877-889-5627  
[www.dol.gov/whd](http://www.dol.gov/whd)



**Record of Employee  
Interview Instructions****U.S. Department of Housing  
and Urban Development  
Office of Davis-Bacon and Labor Standards**OMB Approval No. 2501-0009  
(exp. 12/31/2024)

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InstructionsGeneral:

This form is to be used by HUD and local agency staff for recording information gathered during on-site interviews with laborers and mechanics employed on projects subject to Federal prevailing wage requirements. Typically, the staff that will conduct on-site interviews and use this form are HUD staff and fee construction inspectors, HUD Labor Standards staff, and local agency labor standards contract monitors.

Information recorded on the form HUD-11 is evaluated for general compliance and compared to certified payroll reports submitted by the respective employer. The comparison tests the veracity of the payroll reports and may be critical to the successful conclusion of enforcement actions in the event of labor standards violations. The thoroughness and accuracy of the information gathered during interviews is crucial.

Note that the interview itself and the information collected on the form HUD-11 are considered confidential. Interviews should be conducted individually and privately. All laborers and mechanics employed on the job site must be made available for interview at the interviewer's request. The employee's participation, however, is voluntary. Interviews shall be conducted in a manner and place that are conducive to the purposes of the interview and that cause the least inconvenience to the employer(s) and the employee(s).

Completing the form HUD-11:

Items 1a - 1c: Self-explanatory

Items 2a – 2d: Enter the employee's full name, a telephone number where the employee can be reached, and the employee's home address. Many construction workers use a temporary address in the locality of the project and have a more permanent address elsewhere from which mail may be forwarded to them. Obtain a more permanent address, if available. Ask the employee for a form of identification (e.g., driver's license) to verify their name.

Items 3a – 4c: Enter the employee's responses. Ask the employee whether they have a pay stub with them; if so, determine whether the pay stub is consistent with the information provided by the employee.

Items 5 – 7: Be certain that the employee's responses are specific. For example, job classification (#5) must identify the trade involved (e.g., Carpenter, Electrician, Plumber) – responses such as "journeyman" or "mechanic" are not helpful for our purposes.

Items 8 – 12b: Self-explanatory

Items 13 – 15c: These items represent some of the most important information that can be gathered while conducting on-site interviews. Please be specific about the duties you observed the employee performing. It may be easiest to make these observations before initiating the interview. Please record any comments or remarks that may be helpful. For example, if the employee interviewed was working with a crew, how many workers were in the crew? Was the employee evasive?

The level of specificity that is warranted is directly related to the extent to which interview(s) or other observations indicate that there may be violations present. If interviews indicate that there may be underpayments involving a particular trade(s), the interviewer is encouraged to interview as many workers in that trade(s) that are available.

Items 16 – 17b: The information on the form HUD-11 may be reviewed for general compliance, initially. For example, are the job classification and wage rate stated by the employee compatible with the classifications and wage rates on the applicable wage decision? Are the duties observed by the interviewer consistent with the job classification?

Item 18: Please place here any additional information you may want to document or continuing information from other lines that do not fit in their block space.

Once the corresponding certified payroll reports are received, the information on the HUD-11 shall be compared to the payroll reports. Any discrepancies noted between the HUD-11 information and that on the payroll report shall be noted in Item 16, Remarks. If discrepancies are noted, follow-up actions to resolve the discrepancies must be taken.

# Record of Employee Interview

## U.S. Department of Housing and Urban Development Office of Davis-Bacon and Labor Standards

OMB Approval No. 2501-0009

(exp. 12/31/2024)

The public reporting burden estimate for this collection of information is 15 minutes per response on average. This includes reviewing instructions, searching existing data sources, gathering, and maintaining the data, and completing the collection of information. This information may not be collected, nor are you required to provide, the information requested unless it displays a currently valid OMB control number. The information collected ensures compliance with the Federal labor standards through recording interviews with construction workers. The information collected assists HUD in compliance monitoring of Federal labor standards. Any information collected is covered by the Privacy Act of 1974 and by 29 CFR 5.6(a)(5). Individuals and agencies collecting this information must maintain these records in a manner that protects the individuals on whom the information is maintained. The information collected herein is voluntary, and any information provided shall be kept confidential, but failure to provide the information collected may delay enforcement of any possible Federal labor standards violations if the information would have identified any. Comments concerning this burden statement, or this collection should be sent to: National Director, Office of Davis-Bacon and Labor Standards, 451 7th Street SW, Room 7108, Washington, DC 20410. When providing comments, please refer to OMB Approval 2501-0009

Pursuant to 5 U.S.C. § 552a(e)(3), this Privacy Act Statement serves to inform you of the following concerning the collection of the information on this form.  
**A. AUTHORITY:** Collection of the information solicited on this form is authorized by the Davis-Bacon Act as promulgated through Department of Labor Regulations under 29 CFR Part 5.  
**B. PURPOSE:** The primary purpose for soliciting this information is to determine if the wages paid by an employer on a project covered by the Davis-Bacon Act are in compliance with federal labor standards.  
**C. ROUTINE USES:** The information collected ensures compliance with the Federal labor standards through recording interviews with construction workers on topics related to wages paid on the project. The information is reviewed by HUD authorized personnel to ensure compliance with Federal labor standards under the Davis-Bacon Act on covered projects. If violations are found, the information collected is used to conduct enforcement actions to ensure restitution is paid to workers of covered projects are paid proper wages under the Davis-Bacon Act.  
**D. CONSEQUENCES OF FAILURE TO PROVIDE INFORMATION:** The information collection is voluntary. Refusing to give information will not impact your status with your employer or the government. Failure to provide the information will limit the ability of HUD to determine if you were paid proper wages under the Davis-Bacon Act, and will limit the ability for HUD to seek restitution for you in the event a violation is found.

1a. Project Name			2a. Employee Name		
1b. Project Number			2b. Employee Phone Number (including area code)		
1c. Contractor or Subcontractor (Employer)			2c. Employee Home Address & Zip Code		
			2d. Verification of identification? Yes      No		
3a. How long on this job?	3b. Last date on this job before today?	3c. No. of hours last day on this job?	4a. Hourly rate of pay?	4b. Fringe Benefits?	4c. Pay stub?
				Vacation    Yes    No Medical      Yes    No Pension     Yes    No	Yes      No
5. Your job classification(s) (list all) --- continue in block 18 if necessary					
6. Your duties --- continue in block 18 if necessary					
7. Tools or equipment used --- continue in block 18 if necessary					
8. Are you an apprentice or trainee?    Yes      No		10. Are you paid at least time and ½ for all hours worked in excess of 40 in a week?    Yes      No			
9. Are you paid for all hours worked?    Yes      No		11. Have you ever been threatened or coerced into giving up any part of your pay?    Yes      No			
12a. Employee Signature			12b. Date		
13. Duties observed by the Interviewer (Please be specific.)					
14. Remarks --- continue in block 18 if necessary					
15a. Interviewer Name (Please Print)		15b. Signature of Interviewer		15c. Date of Interview	
<b>Payroll Examination</b>					
16. Remarks --- continue in block 18 if necessary					
17a. Signature of Payroll Examiner			17b. Date		

**Record of Employee  
Interview**

**U.S. Department of Housing and Urban Development  
Office of Davis-Bacon and Labor Standards**

OMB Approval No. 2501-0009  
(exp. 12/31/2024)

18. Additional Remarks

CONFIDENTIAL

## Instrucciones

### Generalidades:

Este formulario será utilizado por personal de HUD y agencias locales a fin de anotar toda información recopilada durante las entrevistas en sitio con obreros y mecánicos empleados en proyectos sujetos a requisitos de pago de salario vigente federal. Por lo general, el personal que efectúe entrevistas en sitio y use este formulario será personal de HUD e inspectores de construcción con comisión, personal de la Oficina de Relaciones Laborales de HUD, e inspectores de contratos de la agencia de normas laborales local.

La información recopilada en este formulario HUD-11 es evaluada para su conformidad general y comparada con informes de nóminas certificados presentados por el empleador correspondiente. La comparación examina la veracidad de los informes de nómina y puede ser crítica para la exitosa conclusión de gestiones de cumplimiento en caso de existir violaciones a las normas laborales. La meticulosidad y exactitud de la información recopilada durante las entrevistas es trascendental.

Tenga en cuenta que tanto la entrevista misma y la información recopilada en el formulario HUD-11 se consideran ser de carácter confidencial. Las entrevistas se deberán efectuar en forma individual y en privado. Todos los trabajadores y mecánicos empleados en el sitio de trabajo deben ser puestos a disposición para las entrevista a petición del entrevistador. Sin embargo, la participación del empleado es voluntaria. Las entrevistas serán conducidas en una manera y lugar que sean conducentes a los objetivos de la entrevista y ocasionen el menor inconveniente al patrón(nes) y empleado(s).

### Instrucciones para rellenar el formulario HUD-11

Líneas 1a - 1c: Auto aclaratorio

Líneas 2a – 2d: Anote el nombre completo del empleado, un número telefónico donde se le pueda contactar, y su dirección residencial. Muchos trabajadores de construcción usan una dirección temporal en la localidad del proyecto y tienen una dirección más permanente en algún otro lugar a donde se les puede enviar correspondencia. Si puede, obtenga una dirección más permanente. Pida al empleado algún tipo de identificación (por ej., licencia de conducir) para verificar su nombre.

Líneas 3a – 4c: Anote las respuestas del empleado. Pregunte a los empleados si tienen un talonario de paga con ellos; si no, determine si el talonario de paga concuerda con la información prevista por el empleado.

Líneas 5 – 7: Asegúrese de que las respuestas del empleado sean específicas. Por ejemplo, la clasificación de trabajo (#5) debe identificar el tipo de oficio que desempeña (por ej., carpintero, electricista, plomero) – respuestas tales como “jornalero” o “mecánico” no ayudan para nuestros propósitos.

Líneas 8 – 12b: Auto explicatorio

Líneas 13 – 15c: Estos asuntos representan alguna de la información más importante que se puede recopilar durante una entrevista en sitio. Por favor sea específico en cuanto a los deberes que según su observación desempeñó el empleado. Quizás sea más fácil hacer estas observaciones antes de iniciar la entrevista. Por favor anote cualquier comentario que pueda ser de importancia. Por ejemplo, si el empleado entrevistado estaba trabajando con un equipo, ¿cuántos trabajadores tenía el equipo? ¿Se mostraba el empleado evasivo?

El nivel de precisión garantizado está directamente relacionado al grado que la(s) entrevista(s) u otras observaciones pueden indicar que existen posibles violaciones. Si las entrevistas indican que puede haber paga de salario insuficiente relacionado a algún particular oficio (s), se recomienda al entrevistador conducir entrevistas con tantos trabajadores en ese oficio(s) estén disponibles.

Líneas 16 – 17b: Inicialmente, la información en el formulario HUD-11 puede ser examinada para conformidad general. Por ejemplo, ¿está la clasificación de trabajo y el salario declarado por el empleado compatible con las clasificaciones y tasas de salario en la decisión de salario aplicable? ¿Concuerdan los deberes observados por el entrevistador con la clasificación de trabajo?

Línea 18: coloque aquí cualquier información adicional que desee documentar o información continua de otras líneas que no quepan en su espacio de bloque.

Una vez se reciben los informes de nómina certificados correspondientes, se hará una comparación de la información anotada en el formulario HUD-11 con los informes de nómina. Cualquier discrepancia entre la información del formulario HUD-11 y la del informe de nómina será anotada en la línea 16, Comentarios. Si se hacen observaciones de discrepancias se deberán tomar pasos de seguimiento para resolver las discrepancias.

**Historial de Entrevista del Empleado**      **Departamento de Vivienda y Desarrollo Urbano de EE.UU.**      Aprobación de OMB No. 2501-0009  
**Oficina de Davis-Bacon y Normas Laborales**      (exp. 12/31/2024)

La carga de trabajo que supone para el público esta recopilación de información es un promedio de 15 minutos por respuesta. Esto incluye revisar las instrucciones, buscar en las fuentes de datos existentes, recopilar y mantener los datos y completar la recopilación de información. Esta información no puede ser recopilada, ni usted está obligado a proporcionar la información solicitada, a menos que muestre un número de control válido de la Oficina de Gestión y Presupuesto (OMB, por sus siglas en inglés). La información recopilada garantiza el cumplimiento de las normas laborales federales mediante la grabación de entrevistas realizadas a trabajadores de la construcción. La información recopilada sirve de ayuda al Departamento de Vivienda y Desarrollo Urbano (HUD, por sus siglas en inglés) en la supervisión del cumplimiento de las normas laborales federales. Toda la información recopilada está amparada por la Ley de Privacidad de 1974 y por el Título 29 del Código Federal de Regulaciones (CFR, por sus siglas en inglés) 5.6(a)(5). Las personas y los organismos que recopilen esta información deben mantener estos registros de manera que se proteja a las personas de quienes se conserva la información. La información aquí recopilada es voluntaria, y cualquier información proporcionada se mantendrá confidencial, pero el hecho de no proporcionar la información solicitada puede retrasar la ejecución de cualquier posible violación de las normas laborales federales, en caso de que la información hubiera identificado alguna. Los comentarios sobre esta declaración de la carga de trabajo, o sobre esta recopilación, deben enviarse a: Director Nacional, Oficina de Davis-Bacon y Normas Laborales, 451 7th Street SW, Room 7108, Washington, DC 20410. Al proporcionar comentarios, sírvase referirse a la Aprobación OMB 2501-0009.

De conformidad con el artículo 5 del Código de los Estados Unidos (U.S.C.) § 552a(e)(3), esta Declaración de la Ley de Privacidad sirve para informarle de lo siguiente en relación con la recopilación de la información que figura en este formulario.

A. AUTORIDAD: La recopilación de la información solicitada en este formulario está autorizada por la Ley Davis-Bacon promulgada a través de los Reglamentos del Departamento de Trabajo bajo el título 29 CFR Parte 5.

B. PROPÓSITO: El propósito principal de solicitar esta información es determinar si los salarios pagados por un empleador en un proyecto cubierto por la Ley Davis-Bacon cumplen con las normas laborales federales.

C. USOS RUTINARIOS: La información recopilada garantiza el cumplimiento de las normas laborales federales mediante la grabación de entrevistas realizadas a trabajadores de la construcción sobre temas relacionados con los salarios pagados en el proyecto. La información es revisada por personal autorizado por el HUD para garantizar el cumplimiento de las normas laborales federales según la Ley Davis-Bacon en los proyectos contemplados. En caso de descubrirse infracciones, la información recopilada se utiliza para emprender acciones de cumplimiento con el fin de garantizar que se pague la restitución a los trabajadores de los proyectos contemplados y que se les paguen los salarios adecuados en virtud de la Ley Davis-Bacon.

D. CONSECUENCIAS DE NO PROPORCIONAR INFORMACIÓN: La recopilación de información es voluntaria. Negarse a proporcionar la información no afectará su situación con su empleador ni con el gobierno. La negativa a proporcionar la información limitará la capacidad del HUD para determinar si se le pagaron los salarios adecuados en virtud de la Ley Davis-Bacon y limitará la capacidad del HUD para solicitar una restitución para usted en caso de que se descubra una infracción.

1a. Nombre del Proyecto			2a. Nombre del empleado		
1b. Número del Proyecto			2b. Número de teléfono del empleado (incluso prefijo local)		
1c. Contratista o subcontratista (Patrón)			2c. Dirección residencial del empleado y código postal		
			2d. ¿Verificación de identificación? Sí                  No		
3a. ¿Cuánto tiempo en este trabajo?	3b. ¿Último día en este trabajo antes de hoy?	3c. ¿No. de horas en su último día en este trabajo?	4a. ¿Salario por hora?	4b. ¿Beneficios complementarios?	
				Vacaciones	Sí          No
				Médicos	Sí          No
				Pensión	Sí          No
4c. ¿Talonario de paga? Sí          No					
5. Clasificación(es) de su trabajo(s) (enumere todas) --- continuar en el bloque 18 si es necesario					
6. Sus deberes --- continuar en el bloque 18 si es necesario					
7. Herramientas o equipo usado --- continuar en el bloque 18 si es necesario					
8. ¿Es aprendiz? Sí          No		10. ¿Le pagan al menos tiempo y medio por todas las horas trabajadas superior a 40 horas semanales? Sí                                  No			
9. ¿Le pagan todas las horas trabajadas? Sí          No		11. ¿Alguna vez ha sido amenazado o coaccionado a entregar parte de su paga? Sí          No			
12a. Firma del empleado			12b. Fecha		
13. Deberes observados por el entrevistador (Por favor sea específico.)					
14. Comentarios--- continuar en el bloque 18 si es necesario					
15a. Nombre del entrevistador (use letra de imprenta)		15b. Firma del entrevistador		15c. Fecha de la entrevista	

**Examinación de Nómina**

16. Comentarios --- continuar en el bloque 18 si es necesario	
17a. Firma del examinador de nómina	17b. Fecha

18. Comentarios adicionales

CONFIDENTIAL

## ATTACHMENT 5

FDMS-OSD MINORITY LISTS

WOMAN OWNED

Vendor Name	Contact	Email	Address	City	State	Phone Number
AKZAC Global Inc	Rita Costar	rita@akzacglobal.com	27060 Curitiba Dr.	Punta Gorda	FL	609-851-5195
Above The Sill	Melissa McNally	Melissa@abovethesill.net	745 C Shamrock Blvd	Venice	FL	(941)915-9463
Advantage-Plus Resources, Inc.	Vicki Vega	vicki@advantage-plus.biz	4538 Morningside	Sarasota	FL	941-518-1035
All American Investigations, LLC	Sean Williams	Sean@AALspy.com	1121 W. Price Blvd. #150	North Port	FL	(941)518-1346
All in ONE Diagnostics Solutions LLC	Chinita Butler	admin@allinonediagnosticsolutionsllc.com	1505 N Lake Ave	Avon Park	FL	(866)963-4333
Apogee Security & Investigation Services, LLC	Gina India Medina	apogeeinvestigator@apogeesecurity.org	677 North Washington Boulevard	Sarasota	FL	(941)893-4164
Archaeological Consultants, Inc.	Marion Almy	actforida@comcast.net	8110 Blaikie Court	Sarasota	FL	941-379-6206
BOLDIDS LLC	Linda Figueroa	lfigueroa@outlook.com	5385 Cambiagio Street	Sarasota	FL	978-239-5012
BREED CONTRACTING & LOGISTICS LLC	Rachel Beckner	greenroofingtech2@hotmail.com	712 Colonia Ln	Nokomis	FL	(941)244-2469
BRUNTCO, LLC	Leigh Brunt	leighbrunt@bruntco.com	48361 Belmont Rd	Punta Gorda	FL	(941)600-7307
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C and M Group Placement Services, LLC	Megan Nimick	megan@thecandmgroup.com	3700 South Osprey Avenue	Sarasota	FL	(941)955-1000
CONSULT HR PARTNERS LLC	Jennifer Martinez	jennifermartinez@consulthrpartners.com	3230 Southgate Cir	Sarasota	FL	702-358-3603
Care For America Corp	Thurung (Alexis) Nguyen	anguyen@assistinghands.com	4730 N Habana Ave	Tampa	FL	813-868-6782
Compu-Imaging, Inc.	Shalon Wild	shalon@compu-imaging.com	28100 Challenger Blvd	Punta Gorda	FL	941-213-4468
Covaco LLC DBA MKM Sarasota	Valerie Mahon	valerie@mkmsarasota.com	2363 Industrial Blvd	Sarasota	FL	(941)358-0383
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DREAM LIFE LABS INC	Jennifer Labs	JENNIFER@DREAMLIFELABS.COM	230 S. Tamiami Trail	Venice	FL	(215)200-3773
Dallantonia Moreira Enterprises LLC	Kelly Dail Antonia	kelly@wallsbyrme.com	6222 Tower Ln	Sarasota	FL	(941)212-0709
Devout Doula Services, Inc.	Sophia Antoine	sophia@devoutdoulaservices.com	1440 SW Holiday St	Arcadia	FL	(863)993-5989
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Dusty Tree Enterprises, LLC	Teresa Whitmire	treses84@yahoo.com	100 Goff Rd	Venus	FL	(863)441-1132
EXCLUSIVE PROPERTY PRESERVATION, CORP	Cindy Amaro	exclusivepropertypreservation@yahoo.com	7207 Acorn Blvd	Punta Gorda	FL	(305)525-9407
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Floridayne Engineering, LLC	Allan Kilgore	accounts@floridayne-eng.com	2328 72nd Dr	Sarasota	FL	(651)470-7526
Gray Dog Publishing	Casey Hartt	casey.wohl@yahoo.com	8100 Arbutuck Creek Road	Sebring	FL	863-640-1743
Griffin Fence and Clearing Inc.	Denise Griffin	griffinfcelp@gmail.com	702 Western Blvd	Lake Placid	FL	863-465-3477
Gulf Coast Tile & Marble, Inc.	Teri Colas	gctile@comcast.net	218 Tail Ter SE	Port Charlotte	FL	(941)661-7473
Hammer Fireproofing and Insulation Inc.	Diane Roque	Diane@HammerFireproofing.com	6400 Beedla Dr	North Port	FL	941-286-4916
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Kim Rose Dietitian, LLC	Kimberley Rose-Francis	kimrosedietitian@gmail.com	4208 Viscaya St	Sebring	FL	(863)451-2300
LogicWing, Inc.	Bianca Duarte	bduarte@logicwing.com	128 Da Vinci Dr	Nokomis	FL	631-479-2974
Lolabue LLC	Jamie Lovem	info@lolabueliving.com	2525 Bobcat Village Center Rd	North Port	FL	(941)564-9207
MONEY HABITUDES, LLC	Cara MACKSOUD,	cara@moneyhabitudes.com	5830 Jamila River Dr	Venice	FL	(941)444-9189
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McLure Oil Company, Inc.	Janie McLure	janie@mcclureoil.com	5880 Jamila River Drive	Venice	FL	770-476-2242
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swift produce						

# VETERAN OWNED

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American Heavy Machinery Services, LLC	Kyle Hargis	americanhmsfl@gmail.com	40030 Little Farm Rd	Punta Gorda	FL	(305) 215-2049
Apollo Sunguard Systems	Cathy Tassie	Cathy@apollosunguard.com	4487 A Ashton Rd	Sarasota	FL	941-925-3000
Apollo Sunguard Systems, Inc.	Kevin Connelly	president@sunguard.net	4487 A Ashton Road	Sarasota	FL	941-925-3000
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AFRICAN-AMERICAN CERTIFIED; ASIAN-AMERICAN CERTIFIED; HISPANIC-AMERICAN- CERTIFIED, NATIVE AMERICAN-CERTIFIED

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Advantage-Plus Resources, Inc.	Vicki Vega	vickiv@advantage-plus.biz	4538 Morningside	Sarasota	FL	941-518-1035
All in ONE Diagnostics Solutions LLC	Chinita Butler	admin@allinonediagnosticsolutionsllc.com	1505 N Lake Ave	Avon Park	FL	(866) 963-4333
American Field Inspections LLC	Luis Lescano	americanfieldinspections@gmail.com	2358 Margaret Ln	North Port	FL	(941) 961-5639
Apogee Security & Investigation Services, LLC	Gina India Medina	apogeeinvestigator@apogeesecurity.org	677 North Washington Boulevard	Sarasota	FL	(941) 893-4164
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Becerra Construction Inc.	Joseph Becerra	jbecerra@becerraconstruction.com	779 Tamiami Trail	Port Charlotte	FL	863-990-0852
Covacola LLC DBA MKM Sarasota	Valerie Mahon	valerie@mkmsarasota.com	2363 Industrial Blvd	Sarasota	FL	(941) 358-0383
Dallantonia Moreira Enterprises LLC	Kelly Dall Antonia	kellyd@mkmsarasota.com	6222 Tower Ln	Sarasota	FL	(941) 212-0709
Del Sur Services Inc	Sharla Garcia	Sharla@delkurservicesinc.com	5600 Bronco Road	Punta Gorda	FL	239-357-6041
Devout Doula Services, Inc.	Sophia Antoine	sophia@devoutdoulaservices.com	1440 SW Holiday St	Arcadia	FL	(863) 993-5989
DuCon, LLC	Ernest DuBoise II	bid@ducon.us	1903 Northgate Blvd	Sarasota	FL	941-376-1663
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EXCLUSIVE PROPERTY PRESERVATION, CORP	Cindy Amaro	exclusivepropertypreservation@yahoo.com	7207 Acorn Blvd	Punta Gorda	FL	(305) 525-9407
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JuzSolutions LLC	Damon Donaldson	damon@juzsolutions.com	7196 Ryedale Ct	Sarasota	FL	(240) 544-5463
Kim Rose Dietitian, LLC	Kimberley Rose-Francis	kimrosedietitian@gmail.com	4208 Viscaya St	Sebring	FL	(863) 451-2300
Lambert Financial, LLC	Hartnel Lambert	info@lambertfinancials.com	2628 23RD STREET	SARASOTA	AL	205-864-4836
LogicWing, Inc.	Blanca Duarte	bduarte@logicwing.com	128 Da Vinci Dr	Nokomis	FL	631-479-2974
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MICHAEL J. LOONEY, INC	Karen Sams	karen@looneyelectric.com	150 N. INDIANA AVENUE	ENGLEWOOD	FL	941-474-3104
Mambi Investment Group LLC	Mario Albuerne	mario@mambi.group	2078 Sylvan Lea Dr	Sarasota	FL	(305) 798-4725
Margulies Hoeltzl Architecture, PLLC LLC	Daniel Margulies	dmargulies@margulieshoeltzli.com	1515 Ringling Blvd	Sarasota	FL	(917) 597-3610
Mary Butler LLC,	Mary Butler	marybutler.llc@gmail.com	1226 N. Tamiami Trail	Sarasota	FL	941-306-8444
Mobile Phlebology Excellence	Tiffany Brown	info@mobilephlebexcellence.com	5825 US 27 undefined	Sebring	FL	(888) 915-2988
Nelson Psychological Services, LLC	Tiesha Nelson	Dmnelson@nelsonpsychologicalservices.com	8360 WEST OAKLAND PARK BLVD.	Sunrise	FL	954-546-4677
Northgate Limited, Inc.	Rick Lopez	rick@northgatelimited.com	2555 Porter Lake Dr	Sarasota	FL	941-927-9406
Osonio Plumbing LLC	Leika Melendez Rivero	osonioplumbing2@gmail.com	1923 Bushnell Ave	North Port	FL	(941) 367-9012
Prompt Care Transport LLC	Samuel Jones	samuel.jones@promptcaretransport.com	26347 Explorer Rd	Punta Gorda	FL	(850) 264-7248
Public Safety Services LLC/Calusa Security QUEST CONSTRUCTION AND PROPERTY MANAGEMENT LLC	sean collins	scollins@calusasecurity.com	1501 S. Tamiami Trail	venice	FL	239-699-0648
REVERENT CONTRACTING SOLUTIONS LLC	vinroy vassell	questconstructionllc@yahoo.com	2793 West Stryker Road	Avon Park	FL	8632739985
Roadcat Logistics LLC	Kenya Woodson	KENYAWOODSON@REVERENTCONTRACTINGSOLUTIONSLLC	4609 Navarre Ave	Sebring	FL	(910) 882-9365
Roadcat Logistics LLC	Demetra Hammock	rcl@roadcatlogistics.com	8051 N Tamiami Trl	Sarasota	FL	(407) 301-9011
RoofTech Roofing & Waterproofing, Inc.	Kirsten Evans	kirsten@rooftechsrq.com	1975 Northgate Blvd.	Sarasota	FL	(941) 226-9269
Selekt Partners	David Cornwall	david@selektpartners.com	2357 Tamiami Trl S Unit 3	VENICE	FL	(877) 270-2980
Sterling Development Partners	Rachel Goldman	sterlingdevelopmentwins@gmail.com	540 N Tamiami Trail	Sarasota	FL	(813) 810-2829
TRI-COUNTY ROADSIDE ASSISTANCE, LLC.	June Walts	sales@tricityroadsideassistance.com	3604 SE HWY 31	ARCADIA	FL	(941) 487-0228
The Flick Framework	Jordan Flick	jflick@theflickframework.com	532 Darst Ave	Punta Gorda	FL	(918) 961-8555
The Law Office of Stacey Maloney, PLLC	Stacey Maloney	stacey@maloneylegalf.com	1990 Main St., Ste. 750	Sarasota	FL	(941) 301-8877
The Woman Root Foods LLC	Seyra Suarez	thewomanrootfoodsllc@gmail.com	5017 Bell Meade Dr	Sarasota	FL	(941) 681-0615
Two Buffalo Enterprises Inc.	Larry Knudsen	larry@twobuffalo.com	8051 N Tamiami Trail	Sarasota	FL	612-432-0057
Two Way Transport Solutions	Travis Walden	traviswalden31@gmail.com	5342 Clark Rd	Sarasota	FL	(941) 234-5124
Velez Engineering, LLC	John Velez	jivelez@velezeng.com	255 Park Trace Blvd	Osprey	FL	(941) 445-1057
Villa-fuerte Construction LLC	Jose Villafuerte	jose.villafuerte.albor@gmail.com	31 Sevilla Ave	Arcadia	FL	863-444-0143
Zena Design Studio, LLC	Roszena McCullough	zenadesignstudio@gmail.com	1556 22nd Street	Sarasota	FL	(941) 685-1596
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michaelj looney inc	Karen Sams	karen@looneyelectric.com	150 N Indiana Avenue	Englewood	FL	941-474-3104