City of Delray Beach RFQ No. 2018-003 – Construction Engineering and Inspection Services for Phase 2 of Seacrest Beautification Project No. 16-032



The City of Delray Beach 100 NW 1<sup>st</sup> Street Delray Beach, FL 33444

PURCHASING DEPARTMENT

# **REQUEST FOR QUALIFICATIONS**

RFQ NO.: 2018-003 CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR PHASE 2 OF SEACREST BEAUTIFICATION (925-33), PROJECT 16-032 DUE DATE AND TIME: January 9, 2018 <u>2:00 P.M., (LOCAL TIME)</u>

## INSTRUCTIONS

Sealed Proposals must be received on or before the due date and time (local time) at the office of the City Clerk, Front Lobby Reception Desk, 100 NW 1<sup>st</sup> Street, Delray Beach, Florida 33444. Normal City business hours are 8:00 a.m. to 5:00 p.m., Monday through Friday, except holidays.

All Proposals will be publicly opened at City Hall unless otherwise specified. Each Proposal submitted to the City Clerk shall have the following information clearly marked on the face of the sealed package: Proposer's name, return address, RFQ number, due date for Proposals, and the title of the RFQ. Included in the envelope shall one (1) original hardcopy of the Proposal that includes a signed original Solicitation Summary, five (5) duplicate hard copies, and two (2) electronic version of your Proposal on CD or a USB thumb drive in a usable PDF format. If the Solicitation Summary is not included in the package as a hard copy, the City may deem your Proposal non-responsive. Proposals must contain all information required to be included in the submittal, as described in this Solicitation.

## BROADCAST

The City of Delray Beach utilizes electronic online services for notification and distribution of its Solicitation documents. The City's Solicitation information can be obtained from: (a) Bidsync – <u>www.bidsync.com</u>; (b) Purchasing webpage on the City of Delray Beach <u>website</u>; (c) Request via email <u>purchasing@mydelraybeach.com</u>; (d) Hard copies are available at City Hall.

Proposers who obtain Solicitations from sources other than those named above are cautioned that the Request for Qualifications package may be incomplete. The City will not evaluate incomplete Proposal packages. BidSync is an independent entity and is not agent or representative of the City. Communications to these entities do not constitute communications to the City. The City is not responsible for errors and omissions occurring in the transmission or downloading of any documents, addenda, plans, or specifications from these websites. In the event of any discrepancy between

information on these websites and the hard copy Solicitation documents, the terms and conditions of the hardcopy documents will prevail.

## CONTACT

Any questions regarding the specifications and Solicitation process must be submitted in writing to the Purchasing Department at <u>purchasing@mydelraybeach.com</u>. Requests for clarification and additional information must be received prior to the deadline for Submission of Questions on December 19, 2017.

City of Delray Beach RFQ No. 2018-003 – Construction Engineering and Inspection Services for Phase 2 of Seacrest Beautification Project No. 16-032



The City of Delray Beach 100 NW 1st Street Delray Beach, FL 33444 LEGAL ADVERTISEMENT

## **REQUEST FOR QUALIFICATIONS NO. 2018-003**

## CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR PHASE 2 OF SEACREST BEAUTIFICATION (925-33), PROJECT 16-032

The City of Delray Beach is seeking Proposals from qualified firms for the provision of Construction Engineering and Inspection Services for Phase 2 of Seacrest Beautification, Project 16-032 in accordance with the terms, conditions, and specifications contained in this Request for Qualifications.

Request for Qualifications documents are available beginning November 30, 2017 on the Purchasing Department webpage of the City of Delray Beach website at <u>http://www.mydelraybeach.com/business/purchasing\_department.php</u> or by contacting the City Purchasing Department at <u>purchasing@mydelraybeach.com</u> or by phone at 561-243-7129.

Sealed Proposal packages must be clearly marked "RFQ No. 2018-003, "CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR PHASE 2 OF SEACREST BEAUTIFICATION, PROJECT 16-032", and delivered to the Office of the City Clerk, City Hall front lobby reception desk, 100 NW 1<sup>st</sup> Ave., Delray Beach, Florida 33444. The deadline for submission of Proposals is January 9, 2018, at 2:00 p.m. local time. At that time, the Proposals will be publicly opened and read aloud at City Hall. Late Proposals will not be accepted and will be returned to the sender unopened.

The City will hold a Non-Mandatory Pre-Proposal Conference on December 11, 2017 at 100 NW 1<sup>st</sup> Avenue, Delray Beach at City Hall Conference Room, starting promptly at 3:00 PM ET.

It is the responsibility of the Proposer to ensure all pages are included in the submission. All Proposers are advised to closely examine the Solicitation package. Any questions regarding the completeness or substance of the Solicitation package or scope of services must be submitted in writing via email to purchasing@mydelraybeach.com.

The City of Delray Beach is exempt from Federal and State Taxes for tangible personal property tax.

The City of Delray Beach reserves the right to accept or reject any or all Proposals, in whole or in part, with or without cause, to waive any irregularities and/or technicalities, and to award the contract on such coverage and terms it deems will best serve the interests of the City.

CITY OF DELRAY BEACH

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# SECTION 1 GENERAL INFORMATION

1.1 A Pre-Proposal Conference will be held:

December 11, 2017, 3:00 PM ET

at 100 NW 1<sup>st</sup> Avenue Delray Beach, FL 33444 City Hall Conference Room

Attendance is highly recommended, but not mandatory, for those intending to submit a Proposal.

If you need a sign language interpreter or materials in accessible format for this event, please contact the Purchasing Department at <a href="mailto:purchasing@mydelraybeach.com">purchasing@mydelraybeach.com</a> or by phone at 561.243.7129 at least five (5) days in advance.

1.2 The purpose of the Pre-Proposal Conference and Site Visit is to provide and solicit information relative to the scope, purpose, nature, and extent of the work, and any local conditions that may affect the work and its performance. Submission of a Proposal shall constitute an acknowledgement by the Proposer that it has thoroughly examined and is familiar with the requirements of this Solicitation package.

The failure or neglect of a Proposer to examine the Solicitation package shall in no way relieve the Proposer of any obligation with respect to its Proposal or the requirements of the contract. No claim for additional compensation will be allowed which is based on a lack of knowledge of the requirements of this Solicitation package or the resultant contract.

# **SECTION 2 PROJECT OVERVIEW**

2.1 The City of Delray Beach, Florida, is soliciting Proposals from qualified Proposers for the provision of Construction Engineering and Inspection Services for Phase 2 of Seacrest Beautification, Project 16-032.

## Background

Florida Statute 287.055 and the Florida Consultant's Competitive Negotiation Act (CCNA) require that Proposal evaluation for engineering consulting work be based upon qualifications to perform the work. Therefore, this is a Request for Qualifications and there is no cost proposal to be submitted at this time.

This project will be funded with local and Florida Department of Transportation (FDOT) funds. Therefore, an efficient and streamlined approach to staffing and accomplishing the work is desirable. The estimated budget for this project is \$150,000.

2.2 The Method of Award for this Solicitation will be to the Proposer with the highest ranking or scores, whom the City is able to negotiate an acceptable Agreement.

ITEM	EVENT	DATE/TIME
a.	Issue RFQ	November 30, 2017
b.	Institute Cone of Silence	November 30, 2017
b.	Non-Mandatory Pre-Proposal Conference at City Hall Conference Room.	December 11, 2017 at 3:00 p.m.,
C.	Deadline for Delivery of Questions	December 19, 2017
d.	Due Date and Time (for delivery of Proposals)	January 9, 2018 by 2:00 p.m., ET
f.	Phase 1 Evaluation	January 18, 2018
g.	Proposal Evaluations – City Hall Conference Room	February 8, 2018 at 1:30 p.m., ET
h.	Interviews (if conducted) – ES Training Room	February 20, 2018 at 1:00 p.m., E
i.	Final Evaluations - City Hall Conference Room	February 27, 2018 at 1:30 p.m., E

2.3

#### 2.4 **MEETING LOCATIONS**

- City Hall Conference Room located at 100 N.W. 1<sup>st</sup> Avenue, first floor, Delray Beach, FL. •
- ES Training Room located at 434 South Swinton Avenue, first floor, Delray Beach, FL.

# SECTION 3 GENERAL TERMS AND CONDITIONS

#### 3.1 DEFINITIONS

- a. Proposal: any offer(s) submitted in response to this Request for Proposal.
- b. Proposer: person or firm submitting a response to this Request for Proposal.
- c. Solicitation or Request for Proposal: this Solicitation documentation, including any and all addenda.
- d. Proposal Submittal forms: describes the goods or services to be purchased, and must be completed and submitted with the Proposal.
- e. City: shall refer to the City of Delray Beach, Florida.
- f. Contract or Agreement: Request for Proposal, all addenda issued thereto, all affidavits, the signed agreement, and all related documents that comprise the totality of the contract or agreement between the City and the Proposer.
- g. Contractor: selected Proposer that is awarded a contract to provide the goods or services to the City.
- h. Purchasing Department: Purchasing Department of the City of Delray Beach, Florida.
- i. Responsible Proposer: Proposer that has the capability in all respects to perform in full the contract requirements, as stated in the Request for Qualifications, and the integrity and reliability that will assure good-faith performance.
- *j.* Responsive Proposer: Proposer whose Proposal conforms in all material respects to the terms and conditions included in the Request for Qualifications.
- 3.2 CONE OF SILENCE

Pursuant to Section 2-355 of the Palm Beach County Ordinance No. 2011-039, and the purchasing policies of the City of Delray Beach, all Solicitations, once advertised and until the appropriate authority has approved an award recommendation, are under the "Cone of Silence". This limits and requires documentation of communications between potential bidders and/or bidders on City Solicitations, the City's professional staff, and the City Council members.

3.3 ADDENDUM

The Purchasing Department may issue an addendum in response to any inquiry received, prior to the due date for Proposals, which changes, adds, or clarifies the terms, provisions, or requirements of the Solicitation. The Proposer should not rely on any representation, statement, or explanation, whether written or verbal, other than those made in the Solicitation document or in the addenda issued. Where there appears to be a conflict between the Solicitation and any addenda, the last addendum issued shall prevail. It is the Proposer's responsibility to ensure receipt of all addenda and any accompanying documentation. The Proposer is required to submit with its Proposal a signed "Acknowledgment of Addenda" form, when any addenda have been issued.

#### 3.4 LEGAL REQUIREMENTS

This Solicitation is subject to all legal requirements contained in the applicable City Ordinances and Resolutions, as well as all applicable City, State, and Federal Statutes. Where conflict exists between this Solicitation and these legal requirements, the authority shall prevail in the following order: Federal, State, and local.

#### 3.5 CHANGE OF PROPOSAL

Prior to the scheduled due date for Proposals, a Proposer may change its Proposal by submitting a new Proposal (as indicated on the cover page) with a letter on the firm's letterhead, signed by an authorized agent stating that the new Proposal replaces the original Proposal. The new submittal shall contain the letter and all information as required for submitting the original Proposal. No changes to a Proposal will be accepted after Proposals have been opened.

#### 3.6 WITHDRAWAL OF PROPOSAL

A Proposal shall be irrevocable unless the Proposal is withdrawn as provided herein. Only a written letter received by the Purchasing Department prior to the due date for Proposals may withdraw a Proposal. A Proposal may also be withdrawn ninety (90) days after the Proposal has been opened and prior to award, by submitting a letter to the Purchasing and Contracts Director. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Proposer.

#### 3.7 CONFLICTS WITHIN THE SOLICITATION

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Scope of Services, and/or Description of Items, the Proposal Submittal forms, or any addendum issued, the order of precedence shall be: the last addendum issued, the Proposal Submittal forms, the Scope of Services and/or Description of Items, the Special Conditions, and then the General Terms and Conditions.

#### 3.8 PROMPT PAYMENT TERMS

It is the policy of the City of Delray Beach that payment for all purchases by City departments shall be made in a timely manner. The City will pay the selected Proposer upon receipt and acceptance of the goods or services by a duly authorized representative of the City. In accordance with Florida Statutes, Section 218.74, the time at which payment shall be due from the City shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. Proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the City Manager or designee, not later than sixty (60) days after the date on which the proper invoice was received by the City.

#### 3.9 DISCOUNTS (PROMPT PAYMENTS)

The Proposer may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the selected Proposer during the evaluation period. Proposers are requested to provide prompt payment terms in the space provided on the Proposal submittal forms signature page of the Solicitation.

#### 3.10 PREPARATION OF PROPOSALS

- a. The Proposal submittal forms define requirements of the services to be performed or the items to be purchased, and must be completed and submitted with the Proposal. Use of any other forms will result in the rejection of the Proposal. The Proposal submittal forms must be legible. Proposers shall use typewriter, computer, or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the Proposal to be rejected.
- b. An authorized agent of the Proposer's firm must sign the Proposal submittal forms where indicated. Failure to sign the Signature Page of the Proposal shall render the Proposal non-responsive.
- c. The Proposer must identify any exceptions it takes to the terms and conditions of the Solicitation and contract. Exceptions will not automatically result in the Proposer being deemed non-responsive; however, such a determination is at the discretion of the City. Proposers are cautioned that they may be considered non-responsive if Proposals are conditioned to modifications, changes, or revisions to the terms and conditions of this Solicitation.
- d. The Proposer may submit alternate Proposal(s) for the same Solicitation provided that such offer is allowable under the terms and conditions. The alternate Proposal must meet or exceed the minimum requirements and be submitted as a separate Proposal marked "Alternate Proposal".
- e. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- f. Late Proposals will not be accepted and will be returned to the sender unopened. It is the Proposer's responsibility to ensure timely delivery by the due date and time, and at the place stated in this Solicitation. No exceptions will be made due to weather, carrier, traffic, illness, or other issues.

#### 3.11 CANCELLATION OF SOLICITATION

The City of Delray Beach reserves the right to cancel, in whole or in part, any Requests for Proposals when it is in the best interest of the City.

#### 3.12 AWARD OF CONTRACT

- i. This contract may be awarded to the responsive and responsible Proposer meeting all requirements as set forth in the Solicitation. The City reserves the right to reject any and all Proposals, to waive irregularities or technicalities, and to re-advertise for all or any part of this Solicitation as deemed in its best interest. The City shall be the sole judge of its best interest.
- *ii.* The City reserves the right to reject any and all Proposals if it is determined that prices are excessive, best offers are determined to be unreasonable, or it is otherwise determined to be in the City's best interest to do so.
- iii. The Proposer's prior performance as a prime contractor or subcontractor on previous City contracts shall be taken into account in evaluating the Proposal received for this Solicitation.
- *iv.* The City will provide a copy of the ranking and scores to all Proposers responding to this Solicitation.
- v. Award of this Proposal may be predicated on compliance with and submittal of all required documents as stipulated in the Solicitation.
- vi. The City reserves the right to request and evaluate additional information from any Proposer after the due date for Proposals, as the City deems necessary.

#### 3.13 CONTRACT EXTENSION

The City reserves the right to automatically extend any agreement for a maximum period not to exceed ninety (90) calendar days in order to provide City departments with continual service and supplies while a new agreement is being solicited, evaluated, and/or successful.

#### 3.14 WARRANTY

All warranties express and implied shall be made available to the City for goods and services covered by this Solicitation. All goods furnished shall be fully guaranteed by the selected Proposer against factory defects and workmanship. At no expense to the City, the selected Proposer shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty.

#### 3.15 ESTIMATED QUANTITIES

Estimated quantities or dollars are for Proposer's guidance only: (a) estimates are based on the City's anticipated needs and/or usage; and (b) the City may use these estimates to determine the selected Proposer. No guarantee is expressed or implied as to quantities or dollars that will be used during the contract period. The City is not obligated to place any order for the given amount subsequent to the award of this contract.

#### 3.16 NON-EXCLUSIVITY

It is the intent of the City to enter into an agreement with the selected Proposer that will satisfy its needs as described herein. However, the City reserves the right as deemed in its best interest to perform, or cause to be performed, the work and services, or any portion thereof, herein described in any manner it sees fit, including but not limited to, award of other contracts, use of any contractor, or perform the work with its own employees.

#### 3.17 CONTINUATION OF WORK

Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the City and the selected Proposer, continue until completion at the same prices, terms, and conditions.

#### 3.18 PROTEST

a. A recommendation for contract award or rejection of award may be protested by a Proposer. The Proposer may file a written protest with the City Clerk's office. The Proposer shall file its written protest with the City Clerk, Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m., excluding legal holidays. Protests shall contain the name, address, and phone number of the petitioner, name of the petitioner's representative (if any), and the title and Proposal number of the Solicitation. The protest shall specifically describe the subject matter, facts giving rise to the protest, and the action requested from the City.

b. The written protest must be received no later than seventy-two (72) consecutive hours (excluding Saturdays, Sundays, and legal holidays) after the time of initial posting of the intended award. Failure to file a timely formal written protest within the time period specified shall constitute a waiver by the Proposer of all rights of protest under this procedure.

c. In the event of a timely protest, the City will not proceed further with award of the contract and agreement until all administrative remedies are exhausted, or until the City Manager determines the award of the contract is immediately necessary to protect the public health, welfare, or safety.

#### 3.19 LAWS AND REGULATIONS

The selected Proposer shall comply with all laws and regulations applicable to provide the goods or services specified in this Solicitation. The Proposer shall be familiar with all federal, state, and local laws that may affect the goods and/or services offered.

## 3.20 LICENSES, PERMITS AND FEES

The selected Proposer shall hold all licenses and/or certifications, obtain and pay for all permits and/or

inspections, and comply with all laws, ordinances, regulations, and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the City or a selected Proposer for failure to obtain and maintain required licenses, certifications, permits, and/or inspections shall be borne by the selected Proposer.

#### 3.21 SUBCONTRACTING

Unless otherwise specified in this Solicitation, the selected Proposer shall not subcontract any portion of the work without the prior written consent of the City. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the City shall constitute a material breach of the agreement and may result in termination of the contract for default.

#### 3.22 ASSIGNMENT

The selected Proposer shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title, or interest therein, or its power to execute such contract to any person, company, or corporation without the prior written consent of the City. Assignment without the prior consent of the City may result in termination of the contract for default.

#### 3.23 SHIPPING TERMS

Unless otherwise specified in the Solicitation, prices quoted shall be F.O.B. Destination. Freight shall be included in the proposed price.

#### 3.24 RESPONSIBILITIES AS EMPLOYER

The employee(s) of the selected Proposer shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the City or any of its departments. The selected Proposer shall provide physically competent employee(s) capable of performing the work as required. The City may require the selected Proposer to remove any employee it deems unacceptable. All employees of the selected Proposer shall wear proper identification.

It is the selected Proposer's responsibility to ensure that all its employees and subcontractors comply with the employment regulations required by the US Department of Homeland Security. The City shall have no responsibility to check or verify the legal immigration status of any employee of the selected Proposer.

#### 3.25 INDEMNIFICATION

The selected Proposer shall indemnify and hold harmless the City and its officers, employees, agents, and instrumentalities from any and all liability, losses, or damages, including attorney's fees and costs of defense, which the City or its officers, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of actions, or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of the agreement by the selected Proposer or its employees, agents, servants, partners, principals, or subcontractors. The selected Proposer shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The selected Proposer expressly understands and agrees that any insurance protection required by this contract agreement or otherwise provided by the selected Proposer shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the City or its officers, employees, agents, and instrumentalities as herein provided.

#### 3.26

COLLUSION

A Proposer recommended for award as the result of a competitive Solicitation for any City purchase of supplies, materials, and services (including professional services, other than professional architectural, engineering, and other services subject to Sec. 287.055 Florida Stats.), purchase, lease, permit, concession, or management agreement shall, within five (5) business days of the filing of such recommendation, submit an affidavit under the penalty of perjury, on a form provided by the City stating either that the contractor is not related to any of the other parties proposing in the competitive Solicitation or identifying all related parties; and attesting that the Proposal is genuine and not a sham or collusive or made in the interest or on behalf of any person not therein named, and that the Proposer has not, directly or indirectly, induced or solicited any other Proposer to put in a sham Proposal, or any other person, firm, or corporation to refrain from proposina, and that the Proposer has not in any manner sought by collusion to secure to the Proposer an advantage over any other Proposer. In the event a recommended Proposer identifies related parties in the competitive Solicitation, its Proposal shall be presumed to be collusive and the recommended Proposer shall be ineligible for award unless that presumption is rebutted to the satisfaction of the City. Any person or entity that fails to submit the required affidavit shall be ineligible for contract award.

#### 3.27 MODIFICATION OF CONTRACT

The contract may be modified by mutual consent, in writing, through the issuance of a modification to the contract, a supplemental agreement, purchase order, or change order, as appropriate.

#### 3.28 TERMINATION FOR CONVENIENCE

The City, at its sole discretion, reserves the right to terminate any contract entered into pursuant to this Request for Qualifications (RFQ) with or without cause immediately upon providing written notice to the selected Proposer. Upon receipt of such notice, the selected Proposer shall not incur any additional costs under the contract. The City shall be liable only for reasonable costs incurred by the selected Proposer prior to the date of the notice of termination. The City shall be the sole judge of "reasonable costs."

#### 3.29 TERMINATION FOR DEFAULT

The City reserves the right to terminate this contract, in part or in whole, or place the vendor on probation in the event the selected Proposer fails to perform in accordance with the terms and conditions stated herein by providing written notice of such failure or default and by specifying a reasonable time period within which the selected Proposer must cure any such failure to perform or default. If the selected Proposer fails to cure the default within the time specified, the City may then terminate the subject contract by providing written notice to the selected Proposer. The City further reserves the right to suspend or debar the selected Proposer in accordance with the appropriate City ordinances, resolutions, and/or policies. The vendor will be notified by letter of the City's intent to terminate. In the event of termination for default, the City may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement costs shall be borne by the incumbent Proposer

#### 3.30 FRAUD AND MISREPRESENTATION

Any individual, corporation, or other entity that attempts to meet its contractual obligations with the City through fraud, misrepresentation, or material misstatement, may be debarred for up to five (5) years. The City, as a further sanction, may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

#### 3.31 ACCESS AND AUDIT OF RECORDS

The City reserves the right to require the selected Proposer to submit to an audit by an auditor of the City's choosing at the selected Proposer's expense. The selected Proposer shall provide access to all of its records, which relate directly or indirectly to this contract, at its place of business during regular business hours. The selected Proposer shall retain all records pertaining to this contract, and upon request, make them available to the City for three (3) years following expiration of the contract. The selected Proposer agrees to provide such assistance as may be necessary to facilitate the review or audit by the City to ensure compliance with applicable accounting and financial standards.

#### 3.32 OFFICE OF THE INSPECTOR GENERAL

Palm Beach County has established the Office of the Inspector General, which is authorized and empowered to review past, present, and proposed County programs, contracts, transactions, accounts and records. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing projects and programs. The Inspector General may, on a random basis, perform audits on all City contracts.

#### 3.33 PRE-AWARD INSPECTION

The City may conduct a pre-award inspection of the Proposer's premises or hold a pre-award qualification

hearing to determine if the Proposer is capable of performing the requirements of this Solicitation.

3.34 PROPRIETARY/CONFIDENTIAL INFORMATION

Proposers are hereby notified that all information submitted as part of, or in support of, Proposal submittals will be available for public inspection after the opening of Proposals in compliance with Chapter 119 of the Florida Statutes; popularly known as the "Public Record Law." The Proposer shall not submit any information in response to this Solicitation that Proposer considers a trade secret, proprietary, or confidential. The submission of any information to the City in connection with this Solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection that would otherwise be available to the Proposer. In the event that the Proposer submits information to the City in violation of this restriction, either inadvertently or intentionally, and clearly identifies that information in the Proposal as protected or confidential, the City may, in its sole discretion, either (a) communicate with the Proposer in writing in an effort to obtain the Proposer's withdrawal of the confidentiality restriction, or (b) endeavor to redact and return that information to the Proposer as quickly as possible, and if appropriate, evaluate the balance of the Proposal. The redaction or return of information pursuant to this clause may render a Proposal nonresponsive.

3.35 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

> Any person or entity that performs or assists the City of Delray Beach with a function or activity involving the use or disclosure of "individually identifiable health information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996. HIPAA mandates for privacy, security, and electronic transfer standards include, but are not limited to:

- a. Use of information only for performing services required by the contract or as required by law;
- b. Use of appropriate safeguards to prevent non-permitted disclosures;
- c. Reporting to the City of Delray Beach any non-permitted use or disclosure;
- d. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Proposer and reasonable assurances that IIHI/PHI will be held confidential;
- e. Making Protected Health Information (PHI) available to the customer;
- f. Making PHI available to the customer for review and amendment, and incorporating any amendments requested by the customer;

- g. Making PHI available to the City of Delray Beach for an accounting of disclosures; and
- h. Making internal practices, books, and records related to PHI available to the City of Delray Beach for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records and/or electronic transfer of data). The selected Proposer must give its customers written notice of its privacy information practices, including specifically, a description of the types of uses and disclosures that would be made with protected health information.

3.36 ADDITIONAL FEES AND SURCHARGES Unless provided for in the contract/agreement, the City will not make any additional payments such as fuel surcharges, demurrage fees, or delay-in-delivery charges.

# 3.37 COMPLIANCE WITH FEDERAL STANDARDS

All items to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

#### 3.38 COMPLIANCE WITH FEDERAL REGULATIONS DUE TO USE OF FEDERAL FUNDING

If the goods or services to be acquired under this Solicitation are to be purchased, in part or in whole, with Federal funding, it is hereby agreed and understood that Section 60-250.4, Section 60-250.5, and Section 60-741.4 of Title 41 of the United States Code, which addresses Affirmative Action requirements for disabled workers, is incorporated into this Solicitation and resultant contract by reference.

#### 3.39 BINDING EFFECT

All of the terms and provisions of this contract/agreement, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives, successors, and permitted assigns.

3.40 SEVERABILITY

If any part of this contract is contrary to, prohibited by, or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited, or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible.

#### 3.41 GOVERNING LAW AND VENUE

This contract and all transactions contemplated by this agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida without

regard to any contrary conflicts of law principle. Venue of all proceedings in connection herewith shall lie exclusively in Palm Beach County, Florida, and each party hereby waives whatever its respective rights may have been in the selection of venue.

#### 3.42 ATTORNEY'S FEES

It is hereby understood and agreed that in the event any lawsuit in the judicial system, federal or state, is brought to enforce compliance with this contract or interpret same, or if any administrative proceeding is brought for the same purposes, each party shall pay their own attorney's fees and costs, including appellate fees and costs.

#### 3.43 EQUAL OPPORTUNITY AND ANTI-DISCRIMINATION

The City of Delray Beach complies with all laws prohibiting discrimination on the basis of age, race, gender, religion, creed, political affiliation, sexual orientation, physical or mental disability, color or national origin, and therefore is committed to assuring equal opportunity in the award of contracts and encourages small, local, minority, and femaleowned businesses to participate.

During the performance of this contract, the selected Proposer agrees it will not discriminate or permit discrimination in its hiring practices or in its performance of the contract. The selected Proposer shall strictly adhere to the equal employment opportunity requirements and any applicable requirements established by the State of Florida, Palm Beach County, and the federal government.

The selected Proposer further acknowledges and agrees to provide the City with all information and documentation that may be requested by the City from time to time regarding the Solicitation, selection, treatment, and payment of subcontractors, suppliers, and Proposers in connection with this contract.

3.44 AVAILABILITY OF CONTRACT TO OTHER CITY DEPARTMENTS It is agreed and understood that any City department or agency may access this contract and purchase the goods or services successful herein. Each City department will issue a separate purchase order to the selected Proposer for the department's specific purchases.

#### 3.45 CRIMINAL HISTORY BACKGROUND CHECKS Prior to hiring a contract employee or contracting with a Proposer, the City may conduct a comprehensive criminal background check by accessing any Federal, State, or local law enforcement database available. The contract employee or Proposer will be required to sign an authorization for the City to access criminal background information. The costs for the background checks shall be borne by the City.

#### 3.46 LABOR, MATERIALS, AND EQUIPMENT

Unless specified elsewhere in the Solicitation or resultant contract, all labor, materials, and equipment required for the

performance of the requirements of the contract shall be supplied by the selected Proposer.

#### 3.47 MINIMUM WAGE REQUIREMENTS

The selected Proposer shall comply with all minimum wage requirements, such as Living Wage requirements, minimum wages based on Federal Law, minimum wages based on the Davis-Bacon Act, and the provisions of any other employment laws, as may be applicable to this contract.

#### 3.48 PACKING SLIP AND DELIVERY TICKET

A packing slip and/or delivery ticket shall accompany all items delivered to the City. The documents shall include information on the contract number or purchase order, any back order items, and the number or quantity of items being delivered.

#### 3.49 PURCHASE OF OTHER ITEMS

The City reserves the right to purchase other related goods or services, not listed in the Solicitation, during the contract term. When such requirements are identified, the City may request a price quote from the selected Proposer on the contract. The City, at its sole discretion, will determine if the prices offered are reasonable, and may choose to purchase the goods or services from the selected Proposer, another contract Proposer, or a non-contract Proposer.

#### 3.50 PUBLIC RECORDS

Florida law provides that municipal records shall at all times be available to the public for inspection. Chapter 119, Florida Statutes, the Public Records Law, requires that all material submitted in connection with a Proposal response shall be deemed to be public record subject to public inspection upon award, recommendation for award, or thirty (30) days after Proposal opening, whichever occurs first. Certain exemptions to public disclosure are statutorily provided for in Section 119.07, Florida Statutes. If the Proposer believes any of the information contained in his/her/its Proposal is considered confidential and/or proprietary, inclusive of trade secrets as defined in Section 812.081, Florida Statutes, and is exempt from the Public Records Law, then the Proposer must, in its response, specifically identify the material which is deemed to be exempt and state the legal authority for the exemption. All materials that qualify for exemption from Chapter 119, Florida Statutes or other applicable law must be submitted in a separate envelope, clearly identified as "EXEMPT FROM PUBLIC DISCLOSURE" with the firm's name and the Proposal number clearly marked on the outside. The City will not accept Proposals when the entire Proposal is labeled as exempt from disclosure. The City's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records.

The selected Proposer(s) shall keep and maintain public records and fully comply with the requirements set forth at Section 119.0701, Florida Statues, as applicable; failure to do so shall constitute a material breach of any and all agreements awarded pursuant to this Solicitation.

#### 3.51 CONFLICTS OF INTEREST

All Proposers must disclose with their Proposal the name of any officer, director, or agent who is also an employee of the City of Delray Beach. Further, all Proposers must disclose the name of any City employee who has any interest, financial or otherwise, direct or indirect, of five percent (5%) or more in the Proposers' firm or any of its branches. Failure to disclose any such affiliation will result in disqualification of the Proposer from this Solicitation and may be grounds for further disqualification from participating in any future Solicitations with the City.

#### 3.52 PUBLIC ENTITY CRIMES

As provided in Section 287.133(2) (a), Florida Statutes, a person or affiliate who has been placed on the convicted Proposers list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity; may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit Proposals on leases of real property to a public entity; may not be successful or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity.

#### 3.53 OTHER GOVERNMENTAL AGENCIES

If a Proposer is successfully awarded a contract as a result of this Solicitation, the Proposer shall allow other governmental agencies to access this contract and purchase the goods and services under the terms and conditions at the prices awarded.

#### 3.54 COMPLETION OF WORK AND DELIVERY

All work shall be performed and all deliveries made in accordance with good commercial practice. The work schedule and completion dates shall be adhered to by the selected Proposer, except in such cases where the completion date will be delayed due to acts of nature, force majeure, strikes, or other causes beyond the control of the selected Proposer. In these cases, the selected Proposer shall notify the City of the delays in advance of the original completion so that a revised delivery schedule can be appropriately considered by the City.

#### 3.55 FAILURE TO DELIVER OR COMPLETE WORK

Should the selected Proposer fail to deliver or complete the work within the time stated in the contract, it is hereby agreed and understood that the City reserves the authority to cancel the contract with the selected Proposer and secure the services of another Proposer to purchase the items or complete the work. If the City exercises this authority, the City shall be responsible for reimbursing the selected Proposer for work that was completed and items delivered and accepted by the City in accordance with the contract specifications. The City may, at its option, demand payment from the selected Proposer, through an invoice or credit memo, for any additional costs over and beyond the original contract price that were incurred by the City as a result of having to secure the services of another Proposer.

#### 3.56 CORRECTING DEFECTS

The selected Proposer shall be responsible for promptly correcting any deficiency, at no cost to the City, within three (3) calendar days after the City notifies the selected Proposer of such deficiency in writing. If the selected Proposer fails to correct the defect, the City may (a) place the selected Proposer in default of its contract; and/or (b) procure the products or services from another source and charge the selected Proposer for any additional costs that are incurred by the City for this work or items, either through a credit memorandum or through invoicing.

#### 3.57 ACCIDENT PREVENTION AND BARRICADES

Precautions shall be exercised at all times for the protection of persons and property. All selected Proposers performing services or delivering goods under this contract shall conform to all relevant OSHA, State, and County regulations during the course of such effort. Any fines levied by the abovementioned authorities for failure to comply with these requirements shall be borne solely by the selected Proposer. Barricades shall be provided by the selected Proposer when work is performed in areas traversed by persons, or when deemed necessary by the City.

#### 3.58 OMISSIONS IN SPECIFICATIONS

The scope of services or description of items contained within this Solicitation describes the various functions and classes of work required as necessary for the completion of the project. Any omissions of inherent technical functions or classes of work within the specifications and/or statement of work shall not relieve the Proposer from furnishing, installing, or performing such work where required to the satisfactory completion of the project.

# 3.59 MATERIALS SHALL BE NEW AND WARRANTED AGAINST DEFECTS

The selected Proposer hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the selected Proposer in conjunction with this Solicitation and resultant contract shall be new, warranted for their merchantability, and fit for a particular purpose. In the event any of the materials supplied to the City by the selected Proposer are found to be defective or do not conform to specifications, (1) the materials may be returned to the selected Proposer at the Proposer's expense and the contract cancelled; or (2) the City may require the selected Proposer to replace the materials at the selected Proposer's expense. 3.60 TOXIC SUBSTANCES/FEDERAL "RIGHT TO KNOW" REGULATIONS

> The Federal "Right to Know" Regulation implemented by the Occupational Safety and Health Administration (OSHA) requires employers to inform their employees of any toxic substances to which they may be exposed in the workplace, and to provide training in safe handling practices and emergency procedures. It also requires notification to local fire departments of the location and characteristics of all toxic substances regularly present in the workplace.

> Accordingly, the selected Proposer performing under this contract is required to provide two (2) complete sets of Material Safety Data Sheets to each City department utilizing any products that are subject to these regulations. This information shall be provided at the time when the initial delivery is made, on a department-by-department basis.

#### 3.61 TAXES

The City of Delray Beach is exempt from Federal and State taxes for tangible personal property.

#### 3.62 PROPOSER'S COSTS

The City shall not be liable for any costs incurred by Proposers in responding to this Request for Qualifications.

#### 3.63 SUBSTITUTION OF PERSONNEL

It is the intention of the City that the selected Proposer's personnel proposed for the contract shall be available for the initial contract term. In the event the selected Proposer wishes to substitute personnel, the selected Proposer shall propose personnel of equal or higher qualifications, and all replacement personnel are subject to the City's approval. In the event the substitute personnel are not satisfactory to the City, and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the contract for cause.

#### 3.64 FORCE MAJEURE

The City and the selected Proposer are excused from the performance of their respective obligations under the contract when and to the extent that their performance is delayed or prevented by any circumstances beyond their control, including fire, flood, explosion, strikes or other labor disputes, natural disasters, public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance provided that:

a. The non-performing party gives the other party prompt written notice describing the particulars of the force majeure, including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the force majeure.

- b. The excuse of performance is of no greater scope and of no longer duration than is required by the force majeure.
- c. No obligations of either party that arose before the force majeure causing the excuse of performance are excused as a result of the force majeure.
- *d.* The non-performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the selected Proposer shall not constitute a force majeure. The term of the contract shall be extended by a period equal to that during which either party's performance is suspended under this section.

#### 3.65 NOTICES

Notices shall be effective when received at the addresses specified in the contract/agreement. Changes in respective addresses to which such notices are to be directed may be made from time to time by either party by written notice to the other party. Facsimile and email transmissions are acceptable notice effective when received; however, facsimile and email transmissions received after 5:00 p.m. or on weekends or holidays will be deemed received on the next business day. The original of the notice must also be mailed to the receiving party.

Nothing contained in this section shall be construed to restrict the transmission of routine communications between representatives of the selected Proposer and the City of Delray Beach.

#### 3.66 FISCAL FUNDING OUT

The City's obligation pursuant to any contract or agreement entered into in accordance with this Solicitation is specifically contingent upon the lawful appropriation of funds. Failure to lawfully appropriate funds for any contract or agreement awarded shall result in automatic termination of the contract or agreement. A non-appropriation event shall not constitute a default or breach of said contract or agreement by the City.

## SECTION 4 SPECIAL TERMS AND CONDITIONS

## 4.1 PURPOSE

The purpose of this Request for Qualifications (RFQ) is to solicit Proposals from qualified firms and consultants who can provide Construction Engineering and Inspection Services for Phase 2 of Seacrest Beautification, Project 16-032.

The City expects each Proposer to clearly outline its best and most comprehensive resources in its response, because all services and responsibilities identified in this Solicitation will be awarded to the selected Proposer.

## 4.2 ELIGIBILITY AND MINIMUM REQUIREMENTS

To be eligible to respond to this request for qualifications and be considered for award, the Proposer must demonstrate to the satisfaction of the City that it or the principals assigned to the project has successfully provided services, similar in scope and complexity, as a qualified firm to a municipality, quasi-governmental organization, or a private organization.

## 4.3 LIMITATIONS

Intentionally Omitted

## 4.4 RECORDS, ACCOUNTS, AND STATEMENTS

The successful Proposer shall keep on its premises, or such other place approved by the City, current, true, accurate, and complete records and accounts of all services provided to the City, and shall give the City or City's representative access during reasonable business hours and upon three (3) business days' notice to examine and audit such records and accounts. Such records shall be maintained at such standards to allow, a certified auditor the ability to properly examine the records in order to certify a statement of the successful Proposer's business with the City.

## 4.5 GENERAL STANDARDS

The successful Proposer shall at all times comply with all rules, regulations, and ordinances of the City and other governmental agencies having jurisdiction. The successful Proposer shall further take all precautions and extreme care to conduct its activities in a safe, professional, and prudent manner with respect to its agents, employees, members, visitors, and participants.

## 4.6 DEFAULT

- a. In the event the successful Proposer defaults in the performance of the contract, the City shall have the following options:
  - i. The City Manager will give the successful Proposer thirty (30) days' written notice of default. If the problem is not resolved within the thirty (30) days, the City may immediately terminate the contract upon providing written notice of the Proposer's failure to timely cure the default and obtain the services elsewhere.

- ii. The City may recover at law any and all claims that may be due to the City from the successful Proposer.
- iii. The City may perform such work as it deems necessary to cure the default or subsequent default and charge the successful Proposer for the full cost of labor and materials expended, plus thirty percent (30%) of the cost for administrative overhead.
- b. The acceptance of all or part of monies due for any period after a default shall not be deemed as a waiver of any of these options, or a waiver of the default or subsequent default of the same or any other term, covenant, and condition.
- c. The successful Proposer agrees that the City shall not be responsible or have any liability whatsoever for any alleged damages, claim of lost profits, or otherwise in the event the City declares the successful Proposer in default hereunder.

## 4.7 INSURANCE

The selected Proposer shall not commence any performance pursuant to the terms of this RFQ until certification or proof of insurance has been received and approved by the City's Risk Coordinator or designee.

The required insurance coverage is to be issued by an insurance company authorized, licensed and registered to do business in the State of Florida, with the minimum rating of A- VII or better, in accordance with the latest edition of A.M. Best's Insurance Guide. This insurance shall be documented in certificates of insurance which provides that the City of Delray Beach shall be notified at least ten (10) days in advance of cancellation, non-renewal, or adverse change. The receipt of certificates or other documentation of insurance or policies or copies of policies by the City or by any of its representatives, which indicate less coverage than is required, does not constitute a waiver of the selected Proposer's obligation to fulfill the insurance requirements herein. Deductibles must be acceptable to the City of Delray Beach.

The selected Proposer must submit a current Certificate of Insurance, naming the City of Delray Beach as an additional insured and listed as such on the insurance certificate. New certificates of insurance are to be provided to the City upon expiration. All renewal or replacement certificates of insurance shall be forwarded to the City Purchasing Department located at 100 N.W. 1<sup>st</sup> Ave., Delray Beach, FL 33444.

The selected Proposer shall provide insurance coverage as follows:

- a. WORKERS COMPENSATION INSURANCE: with statutory limits. The City reserves the right not to accept exemptions to the Workers Compensation requirements of this Solicitation.
- b. EMPLOYER'S LIABILITY INSURANCE: with a limit of not less than One Hundred Thousand Dollars (\$100,000) for each accident, One Hundred Thousand Dollars (\$100,000) for each disease, and Five Hundred Thousand Dollars (\$500,000) for aggregate disease.

c. COMPREHENSIVE GENERAL LIABILITY INSURANCE: with limits of not less than one million (\$1,000,000) dollars per occurrence and two million (\$2,000,000) in the aggregate for Bodily Injury and Property Damage.

NOTE: If Comprehensive General Liability limits are less than One Million Dollars (\$1,000,000.00), the sum of Comprehensive General Liability limits and Excess Liability limits must equal no less than One Million Dollars (\$1,000,000.00).

The Comprehensive General Liability insurance policy must include coverage that is not more restrictive than the latest edition of the Comprehensive General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Offices, and the policy must include coverage's for premises and/or operations, independent contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, and personal injury. Personal injury coverage shall include coverage that has the Employee and Contractual Exclusions removed.

- c. AUTOMOBILE LIABILITY INSURANCE: Covering all vehicles associated with Proposer's operations to include all owned, non-owned and hired vehicles. The coverage will be written on an occurrence basis with limits of liability not less than \$1,000,000.00 combined single limit per each occurrence.
- d. PROFESSIONAL LIABILITY Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence.

The selected Proposer must submit, no later than ten (10) days after award and prior to commencement of any work, a Certificate of Insurance naming the City of Delray Beach as an additional insured.

4.8 PERFORMANCE BOND/LETTER OF CREDIT Intentionally Omitted.

## 4.9 CERTIFICATIONS

Any Proposer which submits an offer in response to this Solicitation shall, at the time of such offer, hold all the required licenses, permits, and certifications issued by the State or County Examining Board qualifying the Proposer to perform the services described in this Solicitation.

The City may at its option, and in its best interest, allow the Proposer to supply any missing information on certification and licensing during the Bid Evaluation period.

## 4.10 METHOD OF PAYMENT: MONTHLY INVOICES

The selected Proposer shall submit an invoice to the City, each month, after the services has been performed and has been received and accepted by the City. The amount charged shall not be in excess of the rates and fees agreed to in the Agreement.

The date of the invoices shall not exceed thirty (30) calendar days from the performance of the work. Under no circumstances shall the invoice be submitted to the City in advance of the performance of the work.

The invoice shall contain the following basic information: the awarded Bidder's name and address, invoice number, date of invoice, description of the service performed, the contract number, purchase order number, and any discounts.

The City prides itself on paying its vendors promptly and efficiently, and as such requires that vendors accept payment via wire transfer, ACH (direct deposit), or an appropriate electronic payment method. The City is averse to issuing paper checks and seeks to discontinue this practice. All payments shall be made in accordance with the Florida Prompt Payment Act, Section 218.74, *Florida Statutes*, upon presentation of a proper invoice by the awarded Bidder.

4.11 SUBCONTRACTING IS NOT ALLOWED Intentionally Omitted

## 4.12 OTHER FORMS OR DOCUMENTS

If the City is required by the selected Proposer to complete and execute any other forms or documents in relation to this Solicitation, the terms, conditions, and requirements in this Solicitation shall take precedence to any and all conflicting or modifying terms, conditions or requirements of the selected Proposer's forms or documents.

## 4.13 MODIFICATION OF SERVICES

- a. The City reserves the right to delete or modify any portion of the contracted services at any time without cause, and if such right is exercised by the City, the rates and fees shall be reduced at the same ratio as the estimated costs of the services deleted relates to the estimated costs of the service originally contracted. If service has already been provided on the portion of the work to be deleted, the selected Proposer will be paid for the deleted portion based on the estimated percentage of the completion of such portion.
- b. If the selected Proposer and the City agree on modifications or revisions to the service elements, after the City has approved performance of a particular task or project, and a budget has been established for that task or project, the selected Proposer shall submit a revised budget to the City for approval prior to proceeding with the task or project.

## END OF SECTION 4

# SECTION 5 SCOPE OF SERVICES

## 5.1 SCOPE OF SERVICES AND / OR SPECIFICATIONS

The NE 2nd Avenue / Seacrest Beautification projects initiated in response to the requests from the Del Ida Park Neighborhood Community for a more aesthetically pleasing streetscape that addressed pedestrian and bicyclist safety along a main corridor leading directly into downtown Delray Beach. The City of Delray Beach and Delray Beach CRA have acknowledged the need for beautification and other necessary improvements through the development of the Seacrest/Del-Ida Park Neighborhood Plan which was adopted by the City Commission on March 3, 1998. The City's Bicycle/Pedestrian Plan as well as the Metropolitan Planning Organization (MPO) Master Comprehensive Bicycle Transportation Plan also recommends the provision for bicycle facilities along the NE Second Avenue (Seacrest) corridor. As a result, the Seacrest Beautification projects will provide for and/or increase the use of pedestrian and bicycle facilities, while creating an appropriately improved streetscape within a highly visible neighborhood.

The NE 2nd Avenue / Seacrest Beautification projects are both City funded and federally funded through the Florida Department of Transportation (FDOT) Local Agency Program. The project evolved into four phases. Phase 0 limits are from Lake Ida to NE 8th Street / George Bush Boulevard and construction was completed December 2016. Phase 1 limits are from NE 8th Street/George Bush Boulevard to NE 13th Street, construction is expected to commence December 2017. Phases 2 and 3 extends from NE 13th Street to NE 22nd Street and NE 22nd Street to Gulfstream Boulevard, respectively. The scope of this project will only include the following components:

- A. Reduction in Travel Lane Width: The present width of each travel lane is twelve (12'); the City seeks to reduce each lane to ten feet (10'). The reduction will not only assist in the provision of bicycle facilities, but will encourage motorists to maintain the posted speed limit as they travel through a residential area and into a thriving downtown.
- B. Sidewalks (6' wide concrete): Sidewalks will be removed and replaced as needed and where no sidewalks currently exist sidewalks will be constructed.
- C. Dedicated Bike Lanes: A five foot (5') wide dedicated bike lane will be provided on each side of NE Second Avenue and contain appropriate markings, complemented by sufficient signage to create awareness for both motorists and pedestrians. The bike lane will be constructed with a green pavement surface coating to designate the bike lane in accordance with the FDOT LAP Agreement. The bike lane must only be coated with a product listed on the FDOT Approved Product List (Specification 523). It will be the CEI's responsibility to ensure that the bike lane coating that is applied is selected from the FDOT Approved Product List (Specification 523).

- D. Crosswalks: Brick paver crosswalks will be provided at all north/south intersections within the project area, while an east/west crosswalk will be provided at the intersection of NE 22nd Street only.
- E. Pedestrian Crosswalk Improvements: The existing pedestrian crosswalk signals at the intersection of NE 22nd Street will be upgraded to meet current governing agency standards. A school crosswalk will also be provided to cross NE 2nd Avenue at the Plumosa School of the Arts and First Baptist Church.
- F. Local Agency Program (LAP) Administration: Assist the City in the preparation of documents, reporting and coordination to meet the obligations and responsibilities of the LAP Agreement.
- G. LAP Environmental Review: Prepare a report based on the Class of Action for this project being a Programmatic Categorical Exclusion (PCE) per the Federal Highway Administration (FHWA, Federal Transit Authority (FTA), and the Florida Department of Transportation (FDOT Agency Operating Agreement.

## 5.2 ADDITIONAL INFORMATION

To assist Proposers with the preparation of their proposals, the City has attached to this Solicitation the following Appendices.

Appendix A:	Approval of Green Colored Pavement in Bicycle Lanes
Appendix B:	Traffic Control Signals and Devices
Appendix C:	Pavement Coring Data
Appendix D:	Asphalt Membrane Interlayer
Appendix E:	Civil Plans
Appendix F:	Supplemental General Conditions
Appendix G:	Technical Specifications
Appendix H:	FDOT Forms
Appendix I:	SF 330 Form

This information is provided for informational purposes only, and while the City has made reasonable efforts to ensure the validity of the information, the City makes no claim to its accuracy.

## 5.4 SELECTED PROPOSER'S RESPONSIBILITY

The selected Proposer shall be responsible for ensuring that all its employees are in compliance, at all times, with the Terms, Conditions and Specifications outlined in this Request for Proposal.

The selected Proposer shall be responsible for obtaining all necessary permits, licenses, and/or registration cards in compliance with all applicable Federal, State, and Local statutes pertaining to the services as specified or required.

#### 5.5 SUPERVISION

The selected Proposer shall provide an adequate number of trained, qualified Supervisors capable of providing adequate supervision to provide the services. The City shall not have any responsibility for supervising or managing the selected Proposer's staff or its sub-consultants.

Each Supervisor, to the satisfaction of the City, shall be capable of verbal and written communication in English and shall be able to adequately communicate with the service workers.

The City may request the selected Proposer to remove any Supervisor if it is determined the individual is not performing the services in accordance with the terms and conditions of the Contract.

## 5.6 EMPLOYEES

Persons employed by the selected Proposer in the performance of services pursuant to this Proposal shall not be considered employees of the City, shall be independent thereof; and shall have no claim against the City as to pension, workers' compensation, insurance, salary, wages, or other employee rights or privileges granted by operation of law; and shall be 18 years of age or older.

Under no circumstances will any employee of the selected Proposer be permitted to allow minors (under 18 years of age) and/ or anyone who is not an employee of the selected Proposer to enter any non- public area of any City facility at any time for any reason.

### 5.7 COMPLAINTS

Inspections by the City of Delray Beach will take place throughout the contract period. Complaints shall be documented and forwarded to the selected Proposer for immediate resolution. It is the responsibility of the selected Proposer to resolve all complaints with 24 hours of notification from the City.

## 5.8 PROTECTION OF PROPERTY

The selected Proposer shall at all times guard against damage or loss to the property of the City of Delray Beach and shall be held responsible for replacing or repairing any such loss or damage. The City may withhold payment for services in lieu of reimbursement or replacement for loss or damage to property attributed to negligence of the selected Proposer, its staff or agents.

## 5.9 KEY CONTROL

Intentionally Omitted

## 5.10 SECURITY AND IDENTIFICATION

The selected Proposer shall take all measures necessary to comply with and to ensure that employees comply with the security rules and regulations of the City and all Federal, State and County rules, laws, and regulations.

Employees of the selected Proposer serving hereunder shall not use controlled substances not prescribed for them, or illegal substances on or off the City's premises, and shall not use alcohol on the City's premises or preceding their work shift which would in any way affect the performance of the services.

The selected Proposer shall attest in writing that a background check, to the extent allowed by law, of employment history and references has been conducted on each employee within four (4) weeks of initial employment. The City shall have the right to request any additional investigative background information, including, but not limited to, the employment record of any personnel assigned to perform the services. The selected Proposer shall furnish, in writing, such information to the extent allowed by law within thirty (30) calendar days after notification from the City's Human Resources Administrator or designee.

The City reserves the right to conduct its own investigations of any employee of the selected Proposer. The selected Proposer shall remove from service on the premises of the City any employee of the selected Proposer who, in the opinion of the City, is not performing the services in a proper manner; or who is incompetent, disorderly, abusive, dangerous, or disruptive or does not comply with the rules and regulations of the City. Such removal shall in no way be interpreted to require dismissal or other disciplinary action of the employee by the selected Proposer.

## 5.11 REPAIRS

The selected Proposer shall promptly notify the City of any needed repairs and/or damage to fixtures, buildings, and appurtenances observed during the performance of the services. Any item of a critical, priority, or emergency nature shall be verbally reported immediately to the City upon discovery, with written notification to follow prior to the end of the work shift.

END OF SECTION 5

## SECTION 6 RESPONSE REQUIREMENTS

## 6.1 SUBMITTAL REQUIREMENTS

In response to this Solicitation, the Proposer should return one (1) original hard copy to include a signed original Solicitation Summary, five (5) duplicate hard copies, and one (1) electronic version of the Proposal on CD or a USB thumb drive in a usable PDF format. Proposers should carefully follow the format and instructions outlined herein. All documents and information must be fully completed and signed as required. Do not password-protect electronic documents.

The Proposal shall be written in sufficient detail to permit the City to conduct a meaningful evaluation of the proposed services. However, overly elaborate responses are not requested or desired.

## 6.2 REQUIRED INFORMATION

In addition to the information required in Section 4, Proposers must submit the following information with their Proposals:

## a. SUBMITTAL FORMAT

To facilitate and expedite review, the City asks that all Proposers follow the response format outlined below. Failure to submit your response in the format requested may result in delay evaluating your Proposal. To assist you in preparing your response, the City's selection procedures are also described herein. Please abide by all requirements set forth to avoid any risk of disqualification.

## b. PROPOSALS SHOULD FOLLOW THE FORMAT BELOW:

## TAB 1 – INTRODUCTION

Provide a cover letter no longer than two (2) pages in length, signed by an authorized representative of your firm. Provide a positive commitment to provide the required services. Also the letter should disclose the name of the contracting agent and primary contact person, his/her title, address, phone number, fax number and email address. The table of contents should follow the cover letter.

## TAB 2 – TABLE OF CONTENTS

Include a clear identification of the material included in the Proposal by page number.

## TAB 3 – MINIMUM QUALIFICATIONS

Proposers must meet the following minimum qualifications; failure to meet the minimum qualifications may result in the Proposer being deemed non-responsible.

i. Must be registered with the State of Florida, Division of Corporations to do business in Florida.

## No documentation is required. The City will verify registration.

ii. Must be licensed by the Florida Department of Business & Professional Regulation as an engineering firm.

Provide a screen shot or a copy of Proposers license from the Florida Department of Business & Professional Regulation that confirms Proposer has a current license in the category type of engineering.

iii. Has served as the construction engineering and inspection services provider for at least two similar completed construction projects within the past three years.

# Provide the following information for the two qualifying construction engineering and inspection services service projects:

- a) Project Name
- b) Client/Organization name
- c) Location (City/State)
- d) Client Contact name
- e) Contact phone
- f) Contact email
- g) Project dates (Start/End)
- h) Brief description of the scope of work
- iv. Proposer has no reported conflict of interests in relation to this RFQ.

Disclose the name of any officer, director or agent who is also an employee of the City. Disclose the name of any City employee who owns, directly or indirectly, any interest in the Proposer's firm or any of its branches. If no conflicts of interests are present, Proposer must submit a statement to that affect.

TAB 4 - PROPOSERS INFORMATION:

- A. Legal contracting name including any dba.
- B. State of organization or incorporation.
- C. Ownership structure of Proposer's company. (e.g., Sole Proprietorship, Partnership, Limited Liability Corporation, Corporation)
- D. Federal Identification Number.
- E. Contact information for Proposer's Corporate headquarters.

Address City, State, Zip Phone F. Contact information for Proposer's Local office (if any).

Address City, State, Zip Phone

- G. Years in business
- H. List of officers, owners and/or partners, or managers of the firm. Include names, addresses, email addresses, and phone numbers
- I. Any additional organizational information that Proposer wishes to supply to augment its proposal
- J. Contact information for Proposer's Primary representative during this RFQ process.

Name Phone E-mail Mailing Address City, State, Zip

K. Contact information for Proposer's Secondary representative during this RFQ process.

Name
Phone
E-mail
Mailing Address
City, State, Zip

- L. Briefly summarize any current or pending litigation in which Proposer is a part to.
- M. Provide details of any ownership changes to Proposer's organization in the past three years or changes anticipated within six months of the Due Date and Time (e.g., mergers, acquisitions, changes in executive leadership).
- N. Provide the names of the persons who are principals of the company.
- O. Provide information on any lawsuits pending or any judgments, in the last five (5) years, which are concerned directly with the firm, the staff, or any part of the Proposer's organization, which are proposed to perform on this contract.

#### TAB 5 – EXPERIENCE, BACKGROUND AND REFERENCES

A. Provide a brief description of the construction engineering and inspection services team (Team) and the philosophy by which the Team operates.

- B. Provide details of Proposer's years of experience in the field of construction engineering and inspection services.
- C. Describe Proposer's experience in construction engineering and inspection services for similar completed projects.
- D. List any sub-contractor firms proposed to accomplish any portions of the work. Include licenses, certifications, contact information and the services the sub-contractor will provide to the City. Provide a detailed narrative of each subcontractor's experience relative to the services they will provide.
- E. Identify the primary contact person, supervisory personnel, and other key personnel who are designated to work on the City's project. Provide a resume for each individual with emphasis on their experience with similar work. Include copies of relevant licenses and certifications relevant to the project.
- F. Describe any significant or unique awards received or accomplishments in previous, similar projects received by Proposer's Team or individuals within the Team.
- G. Proposer's References: Provide a minimum of five (5) client references for which Proposer has provided construction engineering and inspection services within the last three (3) years. References must be agreeable to respond to a request from the City regarding Proposer's experience. References should include the following information:
  - i. Client name,
  - ii. Client address
  - iii. Client contact name
  - iv. Contact phone number
  - v. Contact email address
  - vi. Description of all services provided
  - vii. Dates of Service
  - viii. Total amount of contract

## TAB 6 – APPROACH AND CAPACITY

- i. Provide a narrative of the proposed approach and methodology for engaging with City representatives while in the course of performing the duties.
- ii. The overall approach to delivering the Scope of Services and any strategies Proposer proposes to implement.
- iii. Details of implementation plan and schedule.
- iv. Proposer shall specify the location(s), including the complete physical address, where the work for this project will be performed, including work performed by subcontractors, if applicable.
- v. Proposer shall thoroughly explain:
  - a. Its accessibility in the areas of availability for meetings, general communications, coordination, and supervision
  - b. How the proposer physically plans on attending pre-scheduled meetings
  - c. How the proposer plans on ensuring accessibility and availability during the term of the

Agreement

- d. Submit details of Proposer's staffing resources, at the location that will provide services to the City as well as corporately; by discipline and the number of personnel within each discipline.
- e. If Proposer's staffing resources includes sub-consultants, submit the name of the firm(s) who will perform each discipline. If more than one firm is listed for a discipline, then label which firm is the primary firm for that discipline. Firms may perform more than one discipline.
- f. Submit an organizational diagram clearly identifying key personnel as well as other staffing resources that are designated to provide services to the City and indicate their functional relationship to each other.

# TAB 7 – SIMILAR COMPLETED PROJECTS

- A. Provide a list of up to fifteen similar completed projects in which Proposer has completed since August 1, 2012, include the following information:
  - i. Organization/Owner name
  - ii. Address (City/State)
  - iii. Project date (Start/End)
  - iv. Proposer's role in the project
  - v. Scope of work (Brief description)
  - vi. Total project costs

NOTE: Representative photographs and exhibits supporting the above projects are permitted as an attachment to this section. (limit eight pages).

## TAB 8 – ORGANIZATIONAL STRUCTURE

- A. Submit details of Proposer's staffing resources, at the location that will provide services to the City as well as corporately; by discipline and the number of personnel within each discipline.
- B. If Proposer's staffing resources includes sub-consultants, submit the name of the firm(s) who will perform each discipline. If more than one firm is listed for a discipline, then label which firm is the primary firm for that discipline. Firms may perform more than one discipline.
- C. Submit an organizational diagram clearly identifying key personnel as well as other staffing resources who are designated to provide services to the City. For each individual in the organization diagram, include each individual's name, title, firm and indicate their functional relationship to each other.
- D. Provide a written response clearly defining responsibilities, contractual relationships and roles of all individuals in the organizational diagram.
- E. Provide a narrative detailing Proposer's current and projected workloads at the time of submission and provide a statement of Proposer's commitment of personnel and other resources for the City project by providing a signed letter of commitment.
- F. Provide a narrative detailing all key team member's current and projected workloads at the time of submission and provide a statement of the availability of each for the City's project.

## TAB 9 - ATTACHMENTS

All Attachment, Forms and Affidavits required by this Solicitation shall be fully executed by the Proposer and submitted as shown in Section 9 of this Solicitation.

# END OF SECTION 6

## SECTION 7 THE EVALUATION PROCESS

## 7.1 REVIEW OF PROPOSALS FOR RESPONSIVENESS

Each Proposal will be reviewed to determine if the Proposal is responsive to the submission requirements outlined in this Solicitation. A responsive Proposal is one that follows the requirements of this Solicitation, includes all documentation, is submitted in the format outlined in this Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the Proposal being deemed non-responsive.

## 7.2 REVIEW OF PROPOSALS FOR RESPONSIBILITY

Each Proposer will be reviewed to determine if the Proposer is a responsible Proposer. A - 30ible Proposer is a Proposer which the City affirmatively determines (prior to the award of a contract) has the ability, capability and skill to perform under the terms of the contract; can provide the materials or service promptly within the time specified, without delay or interference; has a satisfactory record of integrity and business ethics; and meet the Minimum Qualification requirements in this RFQ.

## 7.3 EVALUATION CRITERIA

Proposals will be evaluated by a Committee who will score and rank Proposals on the criteria listed below. The Evaluation Committee will be comprised of appropriate City personnel and/or members of the community, as deemed necessary, with the appropriate experience and/or knowledge. The criteria are itemized below with their maximum scores for a maximum total of **one hundred (100)** points per proposal.

CRITERIA		MAX. POINTS
a.	Experience, background and References	25
b.	Approach and Capacity	25
c.	Similar Completed Projects	25
d.	Organizational Structure (capacity, resources, personnel)	15
e.	Oral Presentations (if conducted)	10

#### 7.4 ORAL PRESENTATIONS

Upon initial completion of the criteria evaluation indicated above, rating and ranking, the Evaluation Committee may choose to conduct an oral presentation with the Proposers which the Evaluation Committee deems to warrant further consideration based on, among other considerations, scores in clusters and/or maintaining competition. Upon completion of the oral presentation(s), the Evaluation Committee will perform a final review to re-evaluate, re-rate, and re-rank the Proposals remaining in consideration based upon the written documents, combined with the oral presentation. In such circumstances, the initial ranking of the Proposers shall be considered a preliminary ranking until after the oral presentations are completed.

## 7.5 PRICE OFFERS AND EVALUATION Intentionally omitted

## 7.6 NEGOTIATIONS

If the City and the Proposer(s) cannot reach agreement on a contract, the City reserves the right to terminate negotiations and may, at the City Manager's or designee's discretion, begin negotiations with the next highest-ranked Proposer(s). This process may continue until a contract acceptable to the City has been executed or all Proposals are rejected. No Proposer shall have any rights against the City arising from such negotiations or termination thereof.

Any Proposer recommended for negotiations may be required to provide to the City:

- a) Its most recent certified business financial statements as of a date not earlier than the end of the Proposer's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for any material change in the financial condition. A copy of the most recent business income tax return will be accepted if certified financial statements are unavailable.
- b) Information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Proposer, any of its employees or subcontractors, is or has been involved within the last three (3) years.

## 7.7 CONTRACT AWARD

Any contract resulting from this Solicitation will be submitted to the City Manager or designee, and the City Commission for approval, as appropriate. All Proposers will be notified in writing when the City makes an award recommendation. The contract award, if any, shall be made to the Proposer whose Proposal shall be deemed by the City to be in the best interest of the City. Notwithstanding the rights of protest listed herein, the City's decision of whether to make the award and to which Proposer shall be final.

END OF SECTION 7

City of Delray Beach RFQ No. 2018-003 – Construction Engineering and Inspection Services for Phase 2 of Seacrest Beautification Project No. 16-032

# SECTION 8 PRICING INFORMATION

8.1 PRICING PROPOSAL Intentionally Omitted.

END OF SECTION 8

# SECTION 9 PROPOSAL SUBMITTALS

## 9.1 FORMS

The forms listed below <u>must</u> be completed by an official having legal authorization to contractually bind the company or firm. Each signature represents a binding commitment upon the Proposer to provide the goods and/or services offered to the City if the Proposer is determined to be the most responsive and responsible Proposer.

- a. Acknowledgment of Addenda
- b. Proposal Submittal Signature Page
- c. Conflict of Interest Disclosure Form
- d. Notification of Public Entity Crimes Law
- e. Notification of Public Records Law
- f. Drug-Free Work Place
- g. Non-Collusion Affidavit
- h. Truth-In-Negotiation Certificate
- i. Sample Performance Bond Format (if required, will be requested from the Proposer recommended for award)
- j. Sample Payment Bond Format (if required, will be requested from the Proposer recommended for award)
- k. Sample Letter of Credit Format (if required, will be requested from the Proposer recommended for award)
- I. Conflict of Interest Certification, FDOT Form#375-030-50
- m. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Federal Aid Contracts, FDOT Form#375-030-32
- n. Certification for Disclosure of Lobbying Activities on Federal-Aid Contracts, FDOT Form#375-030-33
- o. Disclosure of Lobbying Activities, FDOT Form#375-030-34
- p. E-verify, FDOT Form#375-040-68
- q. Local Agency Program Federal-Aid Terms For Professional Services Contracts, FDOT

Form#375-040-84

# ACKNOWLEDGEMENT OF ADDENDA

## INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

# PART I:

List below the dates of issue for each addendum received in connection with this Solicitation:

Addendum #1, Dated	
Addendum #2, Dated	
Addendum #3, Dated	
Addendum #4, Dated	
Addendum #5, Dated	
Addendum #6, Dated	
Addendum #7, Dated	
Addendum #8, Dated	
Addendum #9, Dated	
Addendum #10, Dated	
PART II:	OLICITATION
 Firm Name	
Signature	
Name and Title (Print or Type)	
Date	

## **PROPOSAL SUBMITTAL SIGNATURE PAGE**

By signing this Proposal, the Proposer certifies that it satisfies all legal requirements as an entity to do business with the City, including all Conflict of Interest and Code of Ethics provisions.

Firm Name:	
Street Address:	
Mailing Address (if different from Street Address):	
Telephone Number(s):	
Fax Number(s):	
Email Address:	
Federal Employer Identification Number:	
Prompt Payment Terms:% days' netdays	
Signature:(Signature of authorized agent)	
Print Name:	
Title:	
Date:	

By signing this document, the Proposer agrees to all terms and conditions of this Solicitation and the resulting contract/agreement.

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL, FOR NOT LESS THAN 90 DAYS, AND THE PROPOSER'S UNEQUIVOCAL OFFER TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH IN THIS SOLICITATION. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE, BY AN AUTHORIZED REPRESENTATIVE, SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE CITY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSALTHAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS PROPOSAL.

## CONFLICT OF INTEREST DISCLOSURE FORM

The award of this contract is subject to the provisions of Chapter 112, *Florida Statutes*. All Proposers must disclose within their Proposal: the name of any officer, director, or agent who is also an employee of the City of Delray Beach.

Furthermore, all Proposers must disclose the name of any City employee who owns, directly or indirectly, an interest of more than five percent (5%) in the Proposer's firm or any of its branches.

The purpose of this disclosure form is to give the City the information needed to identify potential conflicts of interest for evaluation team members and other key personnel involved in the award of this contract.

The term "conflict of interest" refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any City duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation if necessary:

- \_\_\_\_\_ To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other Cities, Counties, contracts, or property interest for this Proposal.
- \_\_\_\_\_ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other Cities, Counties, contracts, or property interest for this Proposal.

Acknowledged by:

Firm Name

Signature

Name and Title (Print or Type)

Date

## NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

Pursuant to Section 287.133, *Florida Statutes*, you are hereby notified that a person or affiliate who has been placed on the convicted contractors list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity; may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit Proposals on leases or real property to a public entity; may not be awarded or perform work as a contractor, supplier, sub-Proposer, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 [F.S.] for Category Two [\$35,000.00] for a period of thirty-six (36) months from the date of being placed on the convicted contractors list.

Acknowledged by:

Firm Name

Signature

Name and Title (Print or Type)

Date

# Notification of Public Records Law Pertaining to Public Contracts and Requests for Contractor Records Pursuant to Chapter 119, *Florida Statutes*

Pursuant to Chapter 119, Florida Statutes, Contractor shall comply with the public records law by keeping and maintaining public records required by the City of Delray Beach in order to perform the service. Upon request from the City of Delray Beach' custodian of public records, contract shall provide the City of Delray Beach with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law. 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 of Delray Beach. Contractor upon completion of the contract, shall transfer, at no cost, to the City of Delray Beach all public records in possession of the Contractor or keep and maintain public records required by the City of Delray Beach in order to perform the service. If the Contractor transfers all public records to the City of Delray Beach 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 upand paon 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 of Delray Beach, upon request, page 38 form from the City of Delray Beach' custodian of public records, in a format that is compatible with the information technology systems of the City of Delray Beach.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OFFICE OF THE CITY CLERK LOCATED AT 100 NW 1<sup>ST</sup> STREET, DELRAY BEACH, FLORIDA 33444, PHONE NUMBER (561) 243-7000, EMAIL ADDRESS: <u>WYNNK@MYDELRAYBEACH.COM</u>.

Acknowledged:

Firm Name

Signature

Name and Title (Print or Type)

Date

#### DRUG-FREE WORKPLACE

\_\_is a drug-free workplace and has

(Company Name) a substance abuse policy in accordance with and pursuant to Section 440.102, *Florida Statutes*.

Acknowledged by:

Firm Name

Signature

Name and Title (Print or Type)

Date

#### **NON-COLLUSION AFFIDAVIT**

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

Before me, the undersigned authority, personally appeared \_\_\_\_\_, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that:

\_\_\_ of \_\_\_ \_\_\_\_\_, the Proposer a. He/She is that has submitted a Proposal to perform work for the following: Title:

RFQ No.: \_\_\_\_\_

He/She is fully informed respecting the preparation and contents of the attached Request for b. Qualifications, and of all pertinent circumstances respecting such Solicitation.

Such Proposal is genuine and is not a collusive or sham Proposal.

- Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, c. employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Solicitation and contract for which the attached Proposal has been submitted or to refrain from proposing in connection with such Solicitation and contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm, or person to fix the price or prices in the attached Proposal or any other Proposer, or to fix any overhead, profit, or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City or any person interested in the proposed contract.
- d. The price or prices guoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

								Signature
Subscribed and sworn to (or affirmed)	before	e m	e this	day of	f			20, by
			personally					produced
			as	identific	ation	۱.		
SEAL			Notary Signa	ature				
			Notary Nam					
			Notary Publ	ic (State)	:			
			My Commis	sion No:				
			Expires on:					

#### TRUTH – IN – NEGOTIATION CERTIFICATE

The undersigned warrants (i) that it has not employed or retained any company or person, other than bona fide employees working solely for the undersigned, to solicit or secure the Agreement and (ii) that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than its bona fide employees working solely for the undersigned or agreed to pay any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of the Agreement.

The undersigned certifies that the wage rates and other factual unit costs used to determine the compensation provided for in the Agreement are accurate, complete, and current as of the date of the Agreement.

(This document must be executed by a Corporate Officer.)

Name:	
Title:	
Date:	
Signature:	

#### SAMPLE PERFORMANCE BOND FORMAT

KNOW ALL MEN BY THESE PRESENTS: that -\_\_\_\_\_

(Insert full name and address or legal title of successful Bidder)

as Principal, hereinafter called Contractor, and \_

(Name of Insurer)

as Surety, hereinafter called Surety, are held and firmly bound unto the City of Delray Beach, Palm Beach County, Florida.

As Obligee, hereinafter called the City, in the amount of \_\_\_\_\_\_,

(\$\_\_\_\_\_\_), for the payment whereof, Contractor and Surety bind themselves, their

heirs, executors, administrators, successors, and assigns, jointly and severably, firmly by the presents.

WHEREAS, Contractor has by written agreement dated \_\_\_\_\_\_, 20\_\_\_, entered into Contract No.\_\_\_\_\_\_ with the City in accordance with the Solicitation specifications prepared by the City, which Contract is by reference made a part hereof and is hereinafter referred as the Contract, for the performance of the following Work:

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the City.

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

- a. Complete the Contract in accordance with its terms and conditions; or
- b. Obtain a Bid or Bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the most responsible Bidder, or if the City elects, upon determination by the City and the Surety jointly of the most responsible Bidder, arrange for a Contract between such Bidder and the City, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price", as used in this paragraph, shall mean the total amount

payable by the City to Contractor under the contract and any amendments thereto, less the amount properly paid by the City to the Contractor.

Any suit under this bond must be instituted before the expiration of twenty-five (25) months from the date on which final payment under the Contract falls due.

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

Signed and sealed this	day of	, 20		
		(Principal)		(Seal)
(Witness)		(Titl	e)	
		(Name of Insurer)	Surety	(Seal)
(Witness)		By:(Att	orney-in-Fact)	

#### SAMPLE PAYMENT BOND FORMAT

KNOW ALL MEN BY THESE PRESENTS: that -\_\_\_\_\_

(Insert full name and address or legal title of successful Bidder)

as Principal, hereinafter called Contractor, and \_\_\_\_

(Name of Insurer)

as Surety, hereinafter called Surety, are held and firmly bound unto the City of Delray Beach, Palm Beach County, Florida.

As Obligee, hereinafter called the City, in the amount of \_\_\_\_\_\_,

(\$\_\_\_\_\_\_), for the payment whereof, Contractor and Surety bind themselves, their

heirs, executors, administrators, successors, and assigns, jointly and severably, firmly by the presents.

WHEREAS, Contractor has by written agreement dated \_\_\_\_\_\_\_, 20\_\_\_, entered into Contract No.\_\_\_\_\_\_ with the City in accordance with the Solicitation specifications prepared by the City, which Contract is by reference made a part hereof and is hereinafter referred as the Contract, for the performance of the following Work:

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if said Contractor and all subcontractors to whom any portion of the work provided for in said Contract is sublet and all assignees of said Contract and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, products, services, or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or addition to said Contract, and for the payment of reasonable attorney's fees, incurred by the claimants in suits on this bond, then the above obligation shall be void; otherwise, it shall remain in full force and effect.

HOWEVER, this bond is subject to the following conditions and limitations:

a) Any person, firm or corporation that has furnished labor, products, or supplies for or in the prosecution of the work provided for in said Contract shall have a direct right of action against the Contractor and Surety on this bond, which right of action shall be asserted in a proceeding, instituted in the county in which the work provided for in said Contract is to be performed or in any county in which Contractor or Surety does business. Such right of action shall be asserted in proceedings instituted in the name of the claimant or claimants for his or their use and benefit against said Contractor and Surety or either of them (but not later than one year after the final settlement of said Contract) in which action such claim or claims shall be adjudicated and judgment rendered thereon.

b) The Principal and Surety hereby designate and appoint \_\_\_\_\_

as the agent of each of them to receive and accept service of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Contractor and/or Surety. c) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than one year after the final settlement of said Contract.

d) This bond is given pursuant to and in accordance with the provisions of Florida Statutes, and all the provisions of the law referring to this character of bond as set forth in any sections or as may be hereinafter enacted, and these are hereby made a part hereof to the same extent as if set out herein in full.

Any suit under this bond must be instituted before the expiration of twenty-five (25) months from the date on which final payment under the Contract falls due.

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

Signed and sealed this da	ay of	, 20		
		(Principal)		(Seal)
(Witness)		(Titl	e)	
		(Name of Insurer)	Surety	(Seal)
(Witness)		Ву:	(Attorney-in-	Fact)

#### SAMPLE LETTER OF CREDIT FORMAT

LETTER OF CREDIT NO.:	
ISSUANCE DATE:	

APPLICANT: {Name of Corporation} \_\_\_\_\_\_ {Address} \_\_\_\_\_\_ {City, State, Zip} \_\_\_\_\_\_

BENEFICIARY: CITY OF DELRAY BEACH 100 N.W. 1<sup>ST</sup> AVENUE DELRAY BEACH, FL 33444

FOR U.S.D. \$\_\_\_\_\_ DATE OF EXPIRATION:\_\_\_\_\_

WE HEREBY ESTABLISH OUR IRREVOCABLE LETTER OF CREDIT NO. \_\_\_\_\_ IN FAVOR OF THE BENEFICIARY, THE CITY OF DELRAY BEACH, FLORIDA (HEREINAFTER "PBG") FOR THE ACCOUNT OF THE ABOVE-REFERENCED APPLICANT, AVAILABLE BY YOUR DRAFTS DRAWN ON (Insert name of Bank) PAYABLE AT SIGHT FOR ANY SUM OF MONEY NOT TO EXCEED A TOTAL OF (Insert the amount of money), THE AMOUNT REFERENCED ABOVE.

IT IS A CONDITION OF THIS LETTER OF CREDIT THAT IT WILL BE AUTOMATICALLY EXTENDED FOR PERIODS OF ONE YEAR FROM EXPIRY DATE HEREOF, OR ANY FUTURE EXPIRATION DATE, WITHOUT ANY AMENDMENT, UNLESS THIRTY (30) DAYS BUT NO MORE THAN SIXTY (60) DAYS PRIOR TO ANY EXPIRATION DATE WE SHALL NOTIFY PBG IN WRITING BY CERTIFIED MAIL RETURN RECEIPT REQUESTED, OR BY COURIER VIA HAND DELIVERY AT THE ABOVE-LISTED ADDRESS, THAT WE ELECT NOT TO CONSIDER THIS LETTER OF CREDIT RENEWED FOR ANY SUCH ADDITIONAL PERIOD.

WE HEREBY AGREE WITH THE DRAWERS, ENDORSERS, AND BONA FIDE HOLDERS OF ALL DRAFTS DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS OF THE CREDIT THAT SUCH DRAFTS WILL BE DULY HONORED UPON PRESENTATION TO **{Name of Bank}** \_\_\_\_\_\_\_\_\_(THE 'BANK'), WHICH IS DULY AUTHORIZED TO CONDUCT BUSINESS IN THE STATE OF FLORIDA IN ACCORDANCE WITH THE TERMS HEREOF. IF A DRAFT, AS DESCRIBED IN THIS LETTER OF CREDIT, IS PRESENTED PRIOR TO THE EXPIRATION DATE AND IN CONFORMITY WITH THE TERMS OF THIS LETTER OF CREDIT AND UPON PRESENTATION IT IS WRONGFULLY DISHONORED BY THE BANK, THE BANK AGREES TO PAY REASONABLE ATTORNEYS FEES AND COSTS, INCLUDING FEES AND COSTS ON APPEAL, INCURRED BY THE CITY OF DELRAY BEACH TO ENFORCE THIS LETTER OF CREDIT SHOULD THE CITY PREVAIL. Page | 46

DOCUMENTS MUST BE PRESENTED FOR PAYMENT TO:
{Name of Bank Branch}
{Address}
{City, State, Zip}
ATTN: {Department}

ALL DRAWINGS UNDER THIS LETTER OF CREDIT MUST BE ACCOMPANIED BY THE ORIGINAL LETTER OF CREDIT INSTRUMENT WHICH WILL BE RETURNED TO THE BENEFICIARY AFTER ENDORSING THE BACK OF SAME WITH THE AMOUNT OF EACH DRAWING BY US.

PARTIAL DRAWINGS ARE PERMITTED.

THE AMOUNT OF ANY DRAFT DRAWN UNDER THIS CREDIT MUST BE ENDORSED ON THE REVERSE OF THE ORIGINAL CREDIT. ALL DRAFTS MUST BE MARKED "DRAWN UNDER **{Name of Bank}** \_\_\_\_\_\_\_LETTER OF CREDIT NUMBER \_\_\_\_\_\_ DATED \_\_\_\_\_\_, 20\_\_."

THIS CREDIT IS SUBJECT TO THE "UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS, (2007 REVISION), INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 600", AND TO THE PROVISIONS OF FLORIDA LAW. IF A CONFLICT BETWEEN THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS AND FLORIDA LAW SHOULD ARISE, FLORIDA LAW SHALL PREVAIL. IF A CONFLICT BETWEEN THE LAW OF ANOTHER STATE OR COUNTRY AND FLORIDA LAW SHOULD ARISE, FLORIDA LAW SHALL PREVAIL. VENUE FOR ANY DISPUTES RELATING TO THE ENFORCEMENT OF THIS LETTER OF CREDIT SHALL BE PALM BEACH COUNTY, FLORIDA.

{Name of Bank} \_\_\_\_\_

BY: \_\_\_

[ ]	
{Name}_	
(T:+ -)	
{Title}	

## SECTION 10 SAMPLE AGREEMENT FORMAT

Below is the standard agreement format for this Request for Qualifications. This is a sample agreement only and is subject to revisions. **PLEASE DO NOT COMPLETE.** 

#### AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Delray Beach, a Florida municipal corporation ("City"), whose address is 100 N.W. 1<sup>ST</sup> Avenue, Delray Beach, Florida 33444, and \_\_\_\_\_\_\_, a corporation (hereafter referred to as "Contractor"), whose address is \_\_\_\_\_\_.

WHEREAS, the City desires to retain the services of the Contractor to provide the goods and services in accordance with the City's Request for Qualifications No.\_\_\_\_\_, and the Contractor's response thereto, all of which are incorporated herein by reference.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereafter set forth, the Contractor and the City agree as follows:

#### ARTICLE 1. INCORPORATION OF REQUEST FOR QUALIFICATIONS

The terms and conditions of this Agreement shall include and incorporate the terms, conditions, and specifications set forth in the City's Request for Qualifications No. \_\_\_\_\_\_ and the Contractor's response thereto, including all documentation required thereunder.

#### ARTICLE 2. DESCRIPTION OF GOODS OR SCOPE OF SERVICES

The Contractor shall provide the goods and/or perform those services identified in the specifications accompanying the City's Invitation to Bid, which are incorporated herein by reference.

#### ARTICLE 3. COMPENSATION

The City shall pay to the Contractor, in compliance with the Pricing Schedule attached hereto and incorporated herein, according to the terms and specifications of the referenced Invitation to Bid.

#### ARTICLE 4. MISCELLANEOUS PROVISIONS

a. <u>Notice Format</u>. All notices or other written communications required, contemplated, or permitted under this Agreement shall be in writing and shall be hand delivered, telecommunicated, or mailed by registered or certified mail (postage prepaid), return receipt requested, to the following addresses:

i.	As to the City:	City of Delray Beach
		100 NW 1 <sup>st</sup> Street
		Delray Beach, Florida 33444
		Attn: City Manager
		Email: Dejesus@mydelraybeach.com

b. <u>Headings</u>. The headings contained in this Agreement are for convenience of reference only, and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

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

c. <u>Effective Date</u>. The effective date of this Agreement shall be as of the date it has been executed by both the parties hereto.

ARTICLE 5. CONTRACT TERM

The Contract and Agreement shall be effective for \_\_\_\_\_ (\_\_) years as of the effective date of this Agreement, and shall expire on \_\_\_\_\_\_, \_\_\_\_\_,

(The remainder of this page is intentionally left blank)

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates hereinafter written.

Executed by the City this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CITY OF DELRAY BEACH, FLORIDA

By: \_\_\_\_\_\_, Mayor

\_\_\_\_\_

ATTEST:

Ву: \_\_\_\_\_

, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

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

, City Attorney

Executed by the Contractor this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Ву: \_\_\_\_\_

\_\_\_\_\_,

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

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

WITNESS

Ву:
-----

Print Name:	
-------------	--

WITNESS

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

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

# SECTION 11 EXHIBITS

#### 11.1 EXHIBITS

Appendix A: Approval of Green Colored Pavement in Bicycle Lanes Appendix B: Traffic Control Signals and Devices Appendix C: Pavement Coring Data Appendix D: Asphalt Membrane Interlayer Appendix E: **Civil Plans** Appendix F: Supplemental General Conditions Appendix G: **Technical Specifications** Appendix H: **FDOT Forms** Appendix I: SF 330 Form

## SECTION 12 SOLICITATION SUMMARY

The City of Delray Beach 100 NW 1<sup>st</sup> Street Delray Beach, FL 33444

PURCHASING DEPARTMENT

# SOLICITATION SUMMARY

#### **IMPORTANT NOTICE**

The information you provide on this page will be read aloud at the PUBLIC OPENING for this Solicitation. It is VERY IMPORTANT that the summary information you provide below is exactly the same information contained in your Proposal. If subsequent to the opening of Proposals, the City determines that the information contained in the electronic version of your Proposal is different from the information on this Solicitation Summary, the City reserves the right to deem your Proposal NON-RESPONSIVE, and remove your Proposal from further evaluation and consideration for contract award.

#### **PROPOSAL INFORMATION**

Proposal Number:	RFQ 2018-003		
Title:	Construction Engineering and Inspection Services for Pha Seacrest Beautification.	ase 2	2 of
Due Date and Time:	January 9, 2018 @ 2:00 P.M., ET		
Name of Proposer:			
Address:			
Contact Person:			
Authorized Signature:			
Date:			

By signing and submitting this Solicitation Summary, the Proposer affirms that the information provided above is an exact and correct summary of the information contained in the electronic version of the Proposer's Proposal to the City of Delray Beach.

## THIS SOLICITATION SUMMARY MUST BE SIGNED AND INCLUDED AS AN ORIGINAL HARDCOPY IN THE ENVELOPE CONTAINING YOUR PROPOSAL.

Appendix A

# **CITY OF DELRAY BEACH**



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DELRAY BEACH



ENVIRONMENTAL

SERVICES DEPARTMENT

Mr. Jeffrey A. Lindley Office of Transportation Operations Federal Highway Administration 400 7" Street, SW Washington, D.C. 20590

## RE: Request for Interim Approval of Green Colored Pavement in Bicycle Lanes

Mr. Lindley:

The City of Delray Beach requests approval for the use of green colored pavement in marked bicycle lanes and in extensions of bicycle lanes through intersections and traffic conflict areas within our jurisdiction.

Delray Beach has a significant number of bicyclists that use our streets, paths and designated bicycle routes to travel to and from destinations. Our goal is to enhance the safety and visibility of our bicycle lanes.

According to IA-14, the City is willing to abide by the following requirements:

- We shall comply with the technical conditions listed in IA-14
- We agree to maintain an inventory of all locations where the green colored pavement is installed
- Per section 1A.10 of the 2009 MUTCD, we agree to restore the site of the Interim Approval to a condition that complies with the provisions of the MUTCD within 3 months following the Issuance of a final rule on this traffic control device.
- The City agrees to terminate the use of the device at any time if it is determined to be a Significant safety concern.

If you have any questions, comments or require additional information, please contact me at (561) 243-7322 or Krejearek@mydelraybeach.com. Thank you for your consideration and time.

Sincerely,

Randed L Keypin

Randal L. Krejcarek, P.E. LEED AP, GISP Director of Environmental Services

S:\EngAdmin\Projects\2011\11-067 made file 8-2011\LETTERS\green bike lane request.doc APPENDIX A .1



SEP 1 9 2014

1200 New Jersey Avenue, SE Washington, D.C. 20590

In Reply Refer to: HOTO-1

Randal L. Krejcarek, P.E. Director of Environmental Services City of Delray Beach 434 South Swinton Avenue Delray Beach, FL 33444

Dear Mr. Krejcarek:

Thank you for your September 3 letter requesting approval to use green-colored pavement in marked bicycle lanes on a citywide basis in the City of Delray Beach exclusive of the State highway system. Your request was made under the provisions of Section 1A.10 in the 2009 edition of the *Manual on Uniform Traffic Control Devices for Streets and Highways* (MUTCD) and our Interim Approval memorandum dated April 15, 2011 for the optional use of green-colored pavement for bike lanes.

Your request is approved. It is recommended that you periodically provide a list of locations where the device will be used to the Florida Department of Transportation in accordance with Paragraph 20 of Section 1A.10 in the MUTCD.

For recordkeeping purposes, we have assigned your request the following Interim Approval number and title: "IA-14.64 – Green-Colored Pavement for Bicycle Lanes – City of Delray Beach, FL." Please reference this number in any future correspondence.

Thank you for your interest in improving highway safety for bicyclists.

Sincerely yours,

Mark R. Kehrli Director, Office of Transportation Operations

Appendix B

## TRAFFIC CONTROL SIGNALS AND DEVICES

#### SECTION 603 GENERAL REQUIREMENTS FOR TRAFFIC CONTROL SIGNALS AND DEVICES

#### 603-1 Description.

The provisions contained in this Section include general requirements for all traffic control signals and devices.

#### 603-2 Equipment and Materials.

**603-2.1 General:** Only use traffic control signals and devices that are listed on the Department's Approved Product List (APL). Manufacturers seeking evaluation of their products for the APL must submit an application in accordance with Section 6.

Only use new equipment and materials, except as specified in the Contract.

**603-2.2 Exceptions:** The Department may grant exceptions to the requirements of 603-2.1 by permit to evaluate new technology or for other circumstances that are found to be in the public interest.

**603-2.3 Uniformity:** Only use compatible units of any one item of equipment, such as signal heads, detectors, controllers, cabinets, poles, signal system or interconnection equipment, etc.

**603-2.4 Hardware and Fittings Used for Installation:** Ensure that all assembly hardware, including nuts, bolts, external screws and locking washers less than 5/8 inch in diameter, are Type 304 or 316 passivated stainless steel. Use stainless steel bolts, screws and studs meeting the requirements of ASTM F593. Use nuts meeting the requirements of ASTM F594. Ensure all assembly hardware greater than or equal to 5/8 inch in diameter is galvanized. Use bolts, studs, and threaded rod meeting the requirements of ASTM A307. Use structural bolts meeting the requirements of ASTM A325.

Use high-strength steel anchor bolts and U-bolts, having a minimum yield strength of 55,000 psi and a minimum ultimate strength of 90,000 psi.

**603-2.5 Galvanizing:** Meet the requirements of Section 962 when galvanizing for fittings and appurtenances for all structural steel (including steel poles).

**603-2.6 Environmental Specifications:** Ensure system electronics intended for installation outdoors or within a roadside cabinet satisfactorily performs all required functions during and after being subjected to the environmental testing described in National Electrical Manufacturers Association (NEMA) TS2, 2.2.7, 2.2.8, and 2.2.9.

#### 603-3 Definitions.

Traffic Control Signals and Devices: Any signal or device; manually, electrically or mechanically operated, by which traffic is alternately directed to stop and permitted to proceed or controlled in any manner. Traffic control signals and devices regulate, warn, or guide traffic on, over or adjacent to a street, highway, pedestrian facility, or bikeway by authority of a public agency having jurisdiction. Traffic control signals and devices include, but are not limited to, controller assemblies (controller cabinets and their contents); signal heads including their hanging or mounting devices; vehicle detection systems ; pedestrian detection systems; motorist

information systems, video equipment, network devices, dynamic message signs, highway advisory radios, cameras, and other equipment used within a traffic control system.

#### 603-4 Systems Approval Requirement.

The Engineer will review and approve any system design plan of traffic control signals and devices, that is controlled or operated from a remote location by computers or similar devices, and which affects the movement of traffic on any portion of the State Highway System, prior to installation.

## 603-5 Submittal Data Requirements.

Prior to the installation of equipment and within 30 days after the preconstruction conference, submit a listing of all traffic control signals, devices, and hardware with Department APL approval numbers to the Engineer for approval on Form 750-010-02, Submittal Data - Traffic Control Equipment. Alternate or modified forms are unacceptable. Submit a separate form for each cabinet location. For non-structural equipment or materials that do not have an APL approval number, submit the manufacturer's descriptive literature and technical data fully describing the equipment to the Engineer for approval. The Engineer will submit forms received from the Contractor to the District Traffic Operations Engineer for concurrence.

Develop shop drawings for all structural support materials and other special designs, such as non-electrical, non-mechanical, or other fabricated items, which may not be specifically detailed in the Plans. Have the Specialty Engineer approve all shop drawings. Do not submit shop drawings for those items that have been previously evaluated and approved. Provide a complete operable signal installation as specified in the Contract regardless of any failure of the Department to discover or note any unsatisfactory material.

## 603-6 Documentation for Electronic Equipment.

Prior to final acceptance, submit the following documentary items obtained from the manufacturer for the electronic equipment listed below:

1. Operation Manual

- 2. Troubleshooting and Service Manual
- 3. Assembly and installation instructions
- 4. Pictorial layout of components and schematics for circuit boards
- 5. Parts list
- 6. Diagram of the field installation wiring (not applicable to the detectors)
- 7. Warranty information

Submit documentary items for the following equipment:

- 1. Controllers
- 2. Vehicle detectors
- 3. Load switches
- 4. Flasher units
- 5. Preemption units
- 6. Conflict monitors
- 7. Special sequence relays
- 8. Cameras
- 9. Dynamic message signs
- 10. Highway advisory radios

- 11. Road weather information systems
- 12. Any other equipment which has a logic, timing, or communications function
- 13. Other equipment specified in the Contract Documents

#### 603-7 Department-Furnished Equipment Installed By Contractor.

Where the Contract includes installation of Department-furnished equipment, the Department will turn over such equipment to the Contractor when the construction progress allows or as designated in the Contract. The Department will test and certify the equipment to be in proper condition and ready to use and will bear the costs of correcting any defects in the equipment prior to pick-up by the Contractor. The Engineer will coordinate the pick-up and installation of the equipment. Maintain the equipment in proper operational condition after pickup at no cost to the Department, until either final acceptance or the equipment is returned to the Department.

## SECTION 608 MANUFACTURERS' WARRANTIES FOR TRAFFIC CONTROL SIGNALS AND DEVICES

#### 608-1 Description.

This Section sets forth manufacturers' warranty requirements for traffic control signals and devices furnished to the Department. Manufacturer and Contractor costs associated with transferring, submitting, and delivering equipment warranties, requirements, terms, and conditions are part of the work and are included in the pay item for the equipment or construction feature utilizing the equipment.

#### 608-2 Manufacturers' Warranty Provisions.

**608-2.1 General:** Submit all warranties provided by the equipment manufacturer for the specific equipment included in the Contract. Ensure that all warranties are fully transferable from the Contractor to the owner of the equipment within the project limits. Ensure that warranties cover defects for at least the duration specified in the Contract Documents from the date of final acceptance in accordance with 5-11. Transfer warranties upon final acceptance in accordance with 5-11. Submit all warranty transfers to the Engineer.

In accordance with 611-5, the Contractor's responsibility for warranty repairs, warranty replacement, troubleshooting, or other costs associated with repair or replacement of traffic control signals and devices within the contract's project limits will terminate 90 days after final acceptance in accordance with 5-11.

**608-2.2 Terms and Conditions:** Ensure that the terms and conditions of warranties are documented by the manufacturer for equipment submittals on construction projects. Include terms for a specified service performance with provisions for repair parts and labor, or for replacement.

Ensure warranties require the manufacturer to furnish replacements for any part or equipment found to be defective during the manufacturer's warranty period at no cost to the owner of the equipment within the project limits.

## SECTION 611 ACCEPTANCE PROCEDURES FOR TRAFFIC CONTROL SIGNALS AND DEVICES

#### 611-1 Description.

This Section sets forth Contract acceptance procedures for installations of traffic control signals and devices and for equipment purchase contracts.

#### 611-2 Acceptance of Traffic Control Signal and Device Installations.

**611-2.1 Partial Acceptance:** The Engineer may make inspection for partial acceptance under the Contract in accordance with 5-10 of a complete traffic control signal and device installation upon its completion in accordance with the Contract Documents and at such time that other parts of the total Contract are at a stage of completion that either require or allow the installation to operate in a manner which is in accordance with the Contract Documents. Before inspection for partial acceptance, the Engineer will require the satisfactory completion of all field tests of completed installations in accordance with the requirements of 611-4. The Engineer will make inspection for partial acceptance in accordance with 5-10 in company with a Contractor's representative and, when applicable, a representative of the agency designated to accept maintenance responsibility.

**611-2.2 Final Acceptance:** The Engineer will make inspection for final acceptance of traffic control signal and device installations as part of all work under the Contract in accordance with 5-11, only after satisfactory completion of all field tests of completed installations and on the basis of a comprehensive final field inspection of all equipment installations. Submit Form 750-010-02, Submittal Data – Traffic Control Equipment for each cabinet location, to the Engineer. The Engineer will make the final inspection with a Contractor's representative and, when applicable, a representative of the agency designated to accept maintenance responsibility. The Engineer will submit the approved form to the District Traffic Operations Engineer and place a hard copy in the cabinet at each location. Transfer warranties and guarantees on equipment to the Department in accordance with Section 608. For traffic signal installations, submit form 700-010-22, Final Acceptance of Traffic Signal Installation(s) and Transfer of Maintenance, to the Engineer.

**611-2.3 As-Built Drawings:** As a condition precedent to acceptance under 611-2.1 or 611-2.2, submit signed and sealed as-built drawings of all installations:

**611-2.3.1 Submittal Requirements:** Submit as-built plans for review by the Engineer. As-built plans must be PDF files, in the same scale as the Contract Plans, and formatted on 11 inch by 17 inch sheets. Signing and pavement marking plan sheets may be used instead of signalization plan sheets, if a substantial number of changes from the original Plans must be recorded. If, in the opinion of the Engineer, the changes cannot be clearly delineated on the existing drawings, clearly delineate all changes on 11 inch by 17 inch detail sheets, enlarged 200% from the reproductions.

Submit fiber optic splicing diagrams detailing all cable splices, terminations, equipment port assignments, and optical circuits within the communication network.

As-built submittals must include an inventory of all traffic control signals and devices, and support structures. The inventory must include horizontal position geographic coordinate data collected using Differential Global Positioning System (DGPS) equipment. The inventory must include the manufacturer, model, and serial number for each device or completed assembly. Submit coordinate data for pull boxes as well as conduit and cable at 100 foot intervals including changes in direction.

Aerial photographs may be submitted with as-built submittals to provide supplementary information. The aerials should not include extra features such as the right of way, baseline, or roadway edges. The aerials may be used as a base for the as-built plans with mile post and offset dimensions. Make any corrections resulting from the Engineer's review, and resubmit as-built plans as a condition precedent to acceptance of the installation.

**611-2.3.2 Components:** As a minimum, identify all traffic control devices, poles, support structures, cabinets, pull and splice boxes, hubs, access points, and power services.

**611-2.3.2.1 Conduit and Cable:** Identify all conduit and cable with unique line styles for routing (overhead, conduit, saw cut, etc.) that are clearly identified in a legend on each sheet. Identify the type of cable (example - 7 conductor signal cable) and label the number of conductors, fiber strands or other identifying features of the cable. For conduit, clearly note conduit size and number of runs.

**611-2.3.2.2 Loops and Detection Zones:** Identify the location of all installed loops (including the distance from the stop bar for the advance loops), the path of each loop to the pull box, the loop window and the path of the loop lead-in to the controller cabinet. Identify the device location and the approximate detection area for detection systems that are not embedded in or under pavement.

**611-2.3.2.3 Pull Boxes:** Label unused and out of service pull boxes clearly. Show distances to each pull box from the nearest edgeline, stop bar, or other permanent feature. If an edgeline is not near a pull box or would not clearly identify its location; a fixed monument may be used (example - FDOT pole or structure).

**611-2.3.2.4 Poles:** Identify poles from the nearest edgeline of both approaches. If an edgeline is not near a pole or would not clearly identify its location, a fixed monument may be used.

**611-2.3.2.5 Signal Heads:** As-built plans must show the final location of signal heads. Each signal head shall be identified by its corresponding movement number.

**611-2.3.2.6 Cabinet:** The type of cabinet and inventory of internal components must be documented. Controller manufacturer along with the controller model number shall be submitted for all traffic signal cabinets. A cabinet corner "blow up" shall be submitted detailing pull box locations with all conduit and cable.

**611-2.3.3 Compensation:** All costs incurred in submitting as-built drawings are incidental to the other items of work associated with traffic control signals and devices.

611-2.4 Installation Inspection Requirements: Meet the requirements of Section 105.

## 611-3 Signal Timing.

Set the timing of a traffic signal or system of traffic control devices in accordance with the Contract Documents, unless approved otherwise in writing by the Engineer.

# 611-4 Field Tests of Installations.

Perform the following tests in the presence of the Engineer and, when applicable, a representative of the agency designated to accept maintenance responsibility.

Continuity: Test each signal head circuit, pedestrian detector circuit, vehicle detector loop circuit, and interconnect signal circuit for continuity.

Functional: Perform a functional test that demonstrates that each and every part of the installation functions as specified.

Induced Voltage on traffic signal connections: Measure the voltage between each signal head indication field terminal and the AC neutral circuit in the controller cabinet during the off (dark) state of each signal head indication. Ensure that the voltage does not exceed 2 V<sub>AC, RMS</sub>. If this value is exceeded, take the following action to reduce the value to 2 V<sub>AC, RMS</sub>:

1. Check for loose or broken connections in the signal head circuit from the controller cabinet to the signal heads.

2. If (1) above does not correct the problem, connect additional neutral circuits between the signal head and the controller cabinet.

Inductive Loop Assembly: An inductive loop assembly is defined as a loop plus the leadin cable. Measure and record the series resistance of each inductive loop assembly. Ensure that the resistance does not exceed 10  $\Omega$ . Perform an insulation resistance megger test, at 500 V<sub>DC</sub>, for each inductive loop assembly at the cabinet in which the inductive loop assembly is terminated. Do not connect the inductive loop assembly to the cabinet terminal strips during the test, except for the drain wire of a shielded lead-in cable. Insulation resistance is defined as the resistance between one wire of the lead-in cable and a ground rod or bussbar. Record the insulation resistance of each inductive loop assembly. Ensure that the resistance is equal to or greater than 100 M $\Omega$ .

Perform the 48 hour test only after achieving acceptable results from the other tests listed in 611-4.

48 Hour Test for Traffic Signal installations:

1. Before beginning the 48 hour test, place all new signal installations (no existing signals) in flash for 48 to 336 hours. The length of the flash period will be determined by the Engineer.

2. Continuously operate each new or modified traffic signal installation or system for not less than 48 hours. If unsatisfactory performance of the system develops, correct the condition, and repeat the test until obtaining 48 hours of satisfactory continuous operation.

3. During the 48 hour test period, the Contractor is fully responsible for the signal or signal systems. Provide a responsible representative (technically qualified) who can monitor signal operation and troubleshoot any malfunctions within a one hour period.

When coordination is specified in the Contract Documents, provide a two hour training session on the operation and programming of the coordination features of the controller units during the 48 hour test. Arrange the time and place of the training session with the Engineer.

4. Perform a 48 hour test for flashing beacon installations in the same manner as for traffic signal installations.

5. Start the 48 hour test on a Monday, Tuesday, or Wednesday. Ensure the 48 hour test does not include weekends, Holidays, or Special Events.

6. Start the 48 hour test between 9:00 AM and 2:00 PM.

7. Before the 48 hour test, install and have standing by all equipment specified in the Contract Documents.

# 611-5 Contractor's Warranty Period for Installations.

**611-5.1 General Requirements:** Repair or replace any defective components or work of the installations for a 90 day period after final acceptance.

**611-5.2 Contractor's Responsibilities:** During the warranty period, the Contractor is responsible for the following:

1. Repair or replacement of equipment that fails to function properly due to defective materials or workmanship.

2. Upon notification by the Engineer of a malfunction, restore the equipment to proper operating condition within 12 hours after notification by the Engineer.

If the Contractor fails to restore the equipment to proper operating condition within 12 hours after notification, the Engineer has the authority to have the remedial work performed by other forces. The Contractor is responsible for all incurred costs of the work performed by other forces. Remedial work performed by other forces does not alter any of the requirements, responsibilities or obligations of this warranty.

3. In the event that the equipment does not function or malfunctions due to defective materials or workmanship, the Contractor is liable for any impairment to the safety of pedestrian and vehicular traffic resulting from such malfunction.

**611-5.3 Department's Responsibilities:** During the warranty period, the Department is responsible for the following:

1. Electrical energy costs which are paid for by the local maintaining agency.

2. All adjustments, such as timing, necessary for the normal operations of equipment.

3. Documentation of the individuals involved and the time of Contractor notification upon failure or malfunction of equipment.

4. Repair or replacement of any part of the installation damaged as a result of natural causes or those resulting from vehicular or pedestrian traffic not associated with Contractor activities.

## 611-6 Manufacturer's Tests and Certifications.

For materials which may not require formal testing, the Engineer reserves the right to require certifications from the manufacturer of such equipment and material, to the effect that they meet all Specification requirements, and, in the event of questionable equipment or material, to require that such material or equipment be tested at no expense to the Department.

The Engineer reserves the right to withhold any payments which may be due; if the Engineer determines that the equipment does not meet the Specifications or evaluation criteria.

# 611-7 Contracts for Purchase of Equipment.

**611-7.1 Acceptance Tests Required:** For each unit of equipment furnished under purchase contracts (furnish only), the Engineer will perform the following tests:

1. Visual inspection within 5 days after delivery.

2. Operational tests which determine whether the equipment performs in accordance with the requirements of the Contract Documents. The Engineer will complete such tests within 15 days after delivery. If the equipment is listed on the Department's Approved Product List (APL), the Engineer may verify the APL Certification number in lieu of the operational tests.

# **611-7.2 Eligibility for Payment:**

The Department will base payment for equipment furnished under purchase contracts on satisfactory completion of the visual inspection and operational tests required by 611-7.1.

Before any payment will be made for each functional group, deliver to the Engineer and receive from the Engineer acceptance of all units of each functional group of equipment required to be furnished by the Contract Documents. The Department will make separate payment for a staged delivery of each functional group of equipment only when staged delivery is specified in the Contract Documents.

### 611-7.3 Equipment Failing to Pass Acceptance Tests:

When any unit of equipment fails to pass the acceptance tests, correct the deficiencies (by repair or replacement), at no expense (including all freight costs) to the Department, to attain compliance. If the original Contract Time has expired, the Department will charge and continue to assess liquidated damages in accordance with 8-10 until final acceptance of the equipment. Upon compliance with such correction requirements, the Engineer will perform tests on the equipment as specified above and will determine their eligibility for payment.

The Department will not assess liquidated damages during the acceptance test period in 611-7.1. The Department will allow only one acceptance test exclusion with regard to liquidated damages assessment per lot of units required to be delivered.

## SECTION 620 GROUNDING AND LIGHTNING PROTECTION

#### 620-1 Description.

Furnish and install grounding and lightning protection to provide personnel and equipment protection against faults, surge currents and lightning transients. Provide a grounding and lightning protection system in accordance with the details shown in the Design Standards unless otherwise shown on the Plans.

#### 620-2 Materials.

**620-2.1 Ground Rods:** Use ground rods meeting the requirements of UL 467 that are listed by an OSHA Nationally Recognized Testing Laboratory (NRTL). Ground rods must be made of copper-clad steel with a nominal diameter of 5/8 inches. Ground rod sections must be a minimum of eight feet in length and manufactured for the sole purpose of providing electrical grounding.

**620-2.2 Ground Rod Assembly:** Provide a ground rod assembly consisting of one or more ground rods coupled together, such that the total length of the assembly is a minimum of 20 feet, driven into the earth at a single point, without disrupting the electrical continuity of the assembly.

**620-2.3 Ground Rod Array:** Provide ground rod arrays, as required, consisting of two or more ground rod assemblies, bonded together and spaced a minimum of 40 feet apart.

**620-2.4 Grounding Conductors:** Use solid copper insulated (green) conductor for electrical or lightning protection ground from the system ground bus or barrier plates to the ground rod assembly. Size equipment grounding conductors according to NEC Section 250.122. Size grounding electrode conductors according to NEC Section 250.66.

**620-2.5 Exothermic Grounding Bond:** Make all connections to the ground rod assemblies using exothermic welds.

**620-2.6 Air Terminals:** Use air terminals that comply with UL 96A and NFPA 780 standards and are listed by a NRTL.

**620-2.7 Surge Protective Devices (SPDs):** Provide SPDs to protect electronics from lightning, transient voltage surges, and induced current.

Install SPDs on all power, data, video and any other conductive circuit. SPD requirements for lighting must meet the minimum requirements of Section 992 and the Design Standards. SPDs for traffic control devices, including intelligent transportation system (ITS) equipment, must be listed on the Department's Approved Product List (APL).

Provide primary and secondary surge protection on AC power at traffic control device field sites.

**620-2.7.1 SPD for 120 Volt or 120/240 Volt Power:** Install a SPD at the utility disconnect to the cabinet. Ensure that the SPD at the utility disconnect includes L-N, L-G, and N-G protection and has a maximum surge current rating of 50 kA per phase or greater. The SPD must meet the requirements of UL 1449, Third Edition and be listed by a NRTL.

Ensure an SPD is provided where the supply circuit enters the cabinet. Locate the SPD on the load side of the main disconnect and ahead of any and all electronic devices and connected in parallel with the AC supply. Ensure that the SPD in the cabinet includes L-N, L-G, and N-G protection and has a maximum surge current rating of 50 kA per phase or greater. The SPD must meet the requirements of UL 1449, Third Edition and be listed by a NRTL.

Ensure that the SPD has a visual indication system that monitors the weakest link in each mode and shows normal operation or failure status and also provides one set of normally open (NO)/normally closed (NC) Form C contacts for remote alarm monitoring. The enclosure for a SPD shall have a NEMA 4 rating.

**620-2.7.2 SPD at Point of Use:** Install a SPD at the point the ITS devices receive 120 volt power and connected in series with the circuits. Ensure that these devices comply with the minimum functional requirements shown in Table 1. Ensure that the units are rated at 15 or 20 amps load and are configured with receptacles.

Ensure that these units have internal fuse protection and provide common mode (L+N-G) protection.

**620-2.7.3 SPDs for Low-Voltage Power, Control, Data and Signal Systems:** Install a specialized SPD on all conductive circuits including, but not limited to, data communication cables, coaxial video cables, and low-voltage power cables. Ensure that these devices comply with the minimum functional requirements shown in Table 1 for all available modes (i.e. power L-N, N-G; L-G, data and signal center pin-to-shield, L-L, L-G, and shield-G where appropriate).

	Table 1					
		SPD Mi	nimum Requiren	nents		
Circuit Description	Clamping Voltage	Data Rate	Surge Capacity	Maximum Let-Through Voltage		
12 V <sub>DC</sub>	15-20 volts	N/A	5kA per mode (8x20 μs)	<150 Vpk		
24 V <sub>AC</sub>	30-55 volts	N/A	5kA per mode (8x20 μs)	<175 Vpk		
48 V <sub>DC</sub>	60-85 volts	N/A	5kA per mode (8x20 μs)	<200 Vpk		
120 V <sub>AC</sub> at POU	150- 200 volts	N/A	20kA per mode (8x20 μs)	<550 Vpk		
Coaxial Composite Video	4-8 volts	N/A	10kA per mode (8x20 μs)	<65 Vpk (8x20 µs/1.2x50µs; 6kV, 3kA)		
RS422/RS485	8-15 volts	Up to 10 Mbps	10kA per mode (8x20 μs)	<30 Vpk		
T1	13-30 volts	Up to 10 Mbps	10kA per mode (8x20 μs)	<30 Vpk		
Ethernet Data	7-12 volts	Up to 1 Gbps	1kA per mode (10x1000 μs)	<30 Vpk		
POE	60-70 volts	Up to 1 Gbps	5kA per mode (8x20 μs	<200Vpk (100kHz 0.5µs; 6kV, 500A)		

Ensure that SPDs meet the requirements of UL 497B or UL 497C, as applicable, and are listed by a NRTL.

**620-2.7.4 Mechanical Specifications:** Ensure equipment is permanently marked with manufacturer name or trademark, part number, and date of manufacture or serial number.

All parts must be made of corrosion-resistant materials, such as plastic, stainless steel, anodized aluminum, brass, or gold-plated metal.

**620-2.7.5 Environmental Specifications:** Ensure that SPDs operate properly during and after being subjected to the temperature and humidity test described in NEMA TS 2, Section 2.2.7, and the vibration and shock tests described in NEMA TS 2, Sections 2.2.8., and 2.2.9.

**620-2.7.6 Manufacturer's Warranty:** Ensure that the SPD has a manufacturer's warranty covering failures for a minimum of 10 years from the date of final acceptance by the Engineer in accordance with 5-11 and Section 608.

The term "failure" for warranty replacement is defined as follows:

Parallel-connected, power-rated SPD units are considered in failure mode when any of the visual indicators shows failure mode when power is applied to the terminals at the unit's rated voltage, or the properly functioning over-current protective device will not reset after tripping.

Series-connected, low-voltage power, data, or signal units are considered in the failure mode when an open circuit condition is created and no data/signal will pass through the SPD device or a signal lead is permanently connected to ground.

In the event that the SPD, including any component of the unit, should fail during the warranty period, the entire SPD shall be replaced by the manufacturer at no cost to the Department or maintaining agency.

# 620-3 Installation.

**620-3.1 General:** Construct a single-point grounding system. Install the primary ground rod assembly in an electrical pull box so that the top four inches are accessible for inspection, resistance testing, and maintenance. The primary ground rod assembly and electrical pull box shall be installed between 12 inches to 36 inches from the element being grounded. The top of all other ground rod assemblies connected to the primary ground rod assembly in an array must be buried a minimum of 18 inches below grade. Direct bury grounding conductors used to connect ground rod assemblies a minimum of 18 inches below finished grade.

Bond all ground rod assemblies and ground rod arrays together with solid bare tinned copper wire unless otherwise shown on the Plans. Install grounding conductors in a straight path.

Make all bonds between ground wires and ground rod assemblies and ground rod arrays with an exothermic bond with the following exception: do not exothermically bond sections of ground rods to create the ground rod assembly and do not exothermically bond connections within a cabinet. Apply an anti-oxidant compound to all mechanical connections.

Connect primary surge protection for power at the service entrance or main disconnect. Connect secondary surge protection at point of use, unless otherwise shown on the Plans.

Ensure that lightning protection systems conform to the requirements of the National Fire Protection Association (NFPA) Code NFPA 780, Standard for the Installation of

Lightning Protection Systems. Install SPDs that have an operating voltage appropriate for the characteristics of the circuits they protect. The NFPA requirements do not apply to lighting systems.

**620-3.2 Minimum Grounding Resistance:** Obtain a resistance to ground of 5 ohms or less for the following elements. Install multiple ground rod assemblies totaling a maximum length of up to 80 feet, as required to achieve minimum grounding resistance.

- 1. Power service for traffic control devices
- 2. Signal and ITS cabinets
- 3. ITS Poles/Structures with electronic equipment
- 4. DMS and DMS structures

Install a minimum of one primary ground rod assembly. If a grounding and lightning protection system using a single ground rod assembly does not achieve the required resistance to ground, extend the length of the ground rod assembly an additional 20 feet or install an additional ground rod assembly 40 feet away and connect it to the main ground rod assembly to create a ground rod array. Continue installing ground rod assemblies connected in an array until the required resistance is obtained or until the maximum required total length of ground rod is installed.

Grounding systems formed from horizontally constructed conductive radials are permitted if site conditions prohibit the use of vertically driven rods as permitted by the NEC Article 250.53(G). A grounding system consisting of the maximum total length of ground rod required is acceptable in cases where soil conditions prevent the grounding system from achieving the required resistance to ground. Submit the site resistance measurement to the Engineer.

Install a single ground rod assembly for these elements.

- 1. Conventional lighting
- 2. External lighting for signs
- 3. Signal cable & span wire
- 4. Aerial interconnect messenger wire
- 5. Pedestals for pedestrian signals
- 6. Pull boxes with metal covers when 120 volts (or greater) AC power is

present

7. Splice vaults with wire grounding units.

**620-3.3 Grounding Traffic Control Systems at Signalized Intersections:** Ensure that all separately grounded elements at an intersection (signal cabinet, power service, mast arms or strain poles, etc.) are bonded together to form an intersection grounding network array.

For traffic signal poles, including pedestals for pedestrian signals, accommodate the ground connection from signal heads and electrically powered signs through span wires to the ground rod assembly or array located at the pole base in accordance with the details in the Design Standards.

For span wire assemblies, use the span wire to connect the ground rod assemblies or arrays of the poles. Do not use guy wires for grounding purposes, however bond any guy wire to the span wire as part of the intersection grounding network.

**620-3.4 Grounding Traffic Control Systems on Highways:** Install the primary ground rod assembly at the base of the traffic control device supporting structure. Bond all metal components of the system (such as cabinets, steel poles, and concrete pole grounding wire) to the

grounding system using a mechanical connection on the equipment side and an exothermically welded connection at the down cable. Do not use split bolts for grounding system connections.

Connect all ground rod assemblies and any associated grounded electrical system within a 100 foot radius (but not beyond the edge of the roadway) of the primary ground rod assembly. Connect the primary ground rod assembly to a single point main grounding bar inside the equipment cabinet or mount it to the base of the traffic control device supporting structure unless otherwise shown on the Plans.

Place multiple ground rod assemblies, as required, in a ground rod array as depicted in the Design Standards unless otherwise shown on the Plans. If a required array cannot be placed in the right of way, submit an alternate placement detail for approval.

620-3.5 Grounding Highway Lighting Systems: Ground each metal light pole.

For poles on bridge structures, bring the grounding conductors out to a pull box at each end of the structure and connect them to driven ground rods 20 feet in length.

Ground all high mast poles in accordance with the details for grounding in the Design Standards, Index No. 17502.

**620-3.6 Grounding Equipment Shelters:** Install all grounds for the equipment shelter on the side of the building that utilities, communication cables, and fiber enter. Connect all earth grounds to this point, including the grounding system for SPDs. Make all connections to SPDs according to the manufacturer's recommendations.

Ensure that communication cables, AC power, emergency generator, and equipment frames are connected by the shortest practical route to the grounding system. Protect the lead lengths from each device to the SPD.

Use compression type connection for all interior connections to bond grounding conductors to equipment in the shelter. For connections to bus bars, use mechanical connections having two bolts on a double-lug connector. Install star washers, or another means that accommodates the fasteners used and achieves reliable electrical connections that will not deteriorate. Crimp and solder all wires connected to lugs or clamps. Verify electrical continuity of all connections. Remove all non-conducting surface coatings before each connection is made.

Ensure that ground conductors are downward coursing, vertical, and as short and straight as possible. Ensure that the minimum bending radius for interior equipment shelter grounds is eight inches. Avoid sharp bends and multiple bends in grounding conductors.

**620-3.6.1 Interior Grounding:** Install a No. 2 AWG solid bare copper wire approximately one foot below the ceiling on each wall and mount it using insulated standoffs. Ensure that the wire encircles the equipment room, forming a ring or continuous loop. Mechanically connect the cable trays to the interior perimeter ground using stranded copper wires with green insulation and bolted terminal connectors at the cable tray ends. Make all points where cable tray sections meet electrically continuous by use of a short jumper wire with terminals attached at each end.

Directly bond all other metallic objects, such as door frames and doors, air conditioners, alarm systems, wall-mounted communication equipment, etc., to the closest interior perimeter ground with the shortest possible stranded copper wire with green insulation. Bond the door to the doorframe using flexible welding cable.

**620-3.6.2 Exterior Grounding:** Install an exterior grounding system consisting of multiple ground rod assemblies around the exterior perimeter of the equipment shelter. Place the ground rod assemblies a minimum of two feet from the building foundation in a suitable access point. Bond the following items to the shelter's grounding system:

1. Metal building parts such as downspouts and siding.

2. Ground rods provided by power or telephone utilities for grounding of AC power or surge protection devices, as permitted by local codes.

- 3. Shelter support skids, bases, or foundations, if applicable.
- 4. Any metal object larger than four square feet.
- 5. External metal fencing.

**620-3.6.3 Punch Block SPD Grounding:** Ground Type 66 punchdown blocks in accordance with the manufacturer's recommendations and mechanically connect them to the shelter's interior perimeter ground.

**620-3.6.4. Equipment Shelter Fence Grounding:** Ensure that the metal Type B fence is grounded to fence perimeter grounding conductors consisting of No. 2 AWG solid bare tinned copper wires that encircle the entire compound to achieve required resistance to ground required in 620-3.2.

Exothermically bond any splices in the grounding conductors. Bury the fence perimeter grounding conductor a minimum of 2.5 feet below finished grade. Bond all fence posts to the fence perimeter ground wire using No. 2 AWG solid bare tinned copper wire. Bond the gate and gatepost together with a flexible ground, such as welding cable wires. Ground the gatepost to the fence perimeter ground wire using No. 2 AWG solid bare tinned copper wire. Exothermically bond all connections to the fence perimeter ground wire.

Connect the fence's top rail to each corner post and in the middle of each side. Ground the fence fabric with No. 2 AWG solid bare tinned copper wire connected to the fence posts. Connect the fence perimeter wires to the ground rod assemblies of the equipment shelter's ground system with No. 2 AWG solid bare tinned copper wire, as shown on the Plans.

Ensure that all ground leads are No. 2 AWG solid bare tinned copper wires for all above- and underground grounding wire installations. Ensure that all exothermic bonds are appropriate for the application. Do not use welding or other forms of bonding without prior written approval.

# 620-4 Ground Resistance Testing and Inspection.

**620-4.1 Testing:** Measure the ground resistance with an instrument designed specifically to measure and document earth/ground resistance, soil resistivity, and current flow. Conduct the test by using the fall-of-potential method as described in the Institute of Electronic and Electrical Engineers (IEEE) Standard 81.If fall-of-potential tests cannot be performed, it is acceptable to measure resistance at each accessible ground rod using a clamp-on ground resistance tester. Submit to the Engineer certified test results for each testing location. Submit the following information on the test results:

1. The formal name or ID for the location where the test was performed

2. The GPS latitude and longitude for the location where the test was performed

3. The date on which the test was performed

4. The make and model number, serial number, and last date of calibration (by an independent testing facility within the previous 12 months) for the grounding resistance testing device used

5. Contact information (including name, signature, and employer name) for each person conducting, witnessing, or certifying the test

6. Description of the local environmental and soil conditions at the time of testing

7. A rough sketch of the site grounding system; along with the corresponding measured data points

8. Page numbering showing the current page number and total page count (e.g., Page 1 of 3)

**620-4.2 Inspection:** Do not backfill below-grade grounding installations and grounding connections until inspected and approved. The Engineer will inspect the installation for proper connection types, tightness, workmanship, and conformance to Plans. Replace any exothermic bonds that are deemed unsatisfactory with new exothermic bonds. Repair or replace any mechanical connections that are deemed unsatisfactory. Measure the resistance at each accessible ground rod using a clamp-on earth tester. The measurement at any individual rod is the cumulative resistance of all rods in a parallel circuit.

For grounding system inspections, notify the Engineer at least five days prior to completion of the installation. Record all test results in a standardized format approved by the Engineer prior to testing. All recorded test report data shall be dated, witnessed, and signed by at least one representative of the Department and the Contractor. Remedy all deficiencies at no cost to the Department.

#### 620-5 Basis of Payment.

The work specified in this Section will not be paid for directly, but will be considered as incidental work.

### SECTION 630 CONDUIT

#### 630-1 Description.

Furnish and install conduit for traffic control signals and devices, highway lighting, and other electrically powered or operated devices as shown in the Contract Documents.

### 630-2 Materials.

**630-2.1 Conduit:** Use materials that have been tested and listed by a Nationally Recognized Testing Laboratory to the following industry standards:

	TTT ( = 1
Schedule 40 and 80 Polyvinyl Chloride (PVC) <sup>1</sup> .	
Fiberglass Reinforced Epoxy <sup>2</sup>	
Intermediate Metal <sup>3</sup>	UL 1242
Rigid Galvanized Metal <sup>3,4</sup>	UL 6
Rigid Aluminum <sup>4</sup>	
PVC Coated Intermediate Metal <sup>4</sup> AS	5TM A135/A135M,
ASTM A513, ASTM A568/A568M	, NEMA RN1-2005
Liquid Tight Flexible Metal	UL 360
High Density Polyethylene (HDPE) Standard D	imension
Ratio (SDR) 9-11 <sup>5</sup>	ASTM F2160
HDPE SDR 13.5 <sup>5</sup> ASTM F	2160, NEMA TC-7
Schedule 40 and 80 HDPE	UL 651A
1. Use conduit with solvent weld slip-fit plastic	couplings unless approved

by the Engineer.

2. Use conduit having a minimum stiffness value of 250. Ensure that each section has a duct bell with an integral gasket on one end and a duct spigot on the other end.

3. Use conduit that is hot-dipped galvanized with a minimum coating of 1.24 ounces per square foot on both the inside and outside of the conduit. The weight of the zinc coating shall be determined using ASTM A90.

4. Use conduit with both ends reamed and threaded.

5. Can be used with preassembled cable and rope-in-conduit.

**630-2.2 Locate Wire:** Ensure that locate wire is a single copper conductor with a minimum gauge of No. 12 AWG. Ensure locate wire is insulated using a 45 mil minimum thickness polyethylene sheath that is orange in color and marked to identify the manufacturer and the conductor size.

**630-2.3 Locate Wire Grounding Unit:** Ensure that locate wires are attached to a wire grounding unit (WGU) dedicated to safely dissipate high transient voltages or other foreign electrical surges induced into the designated system. Ensure the WGU conforms to the following:

1. Allows signals generated by locate system transmitters to pass through the protection system without going to ground.

2. The protection system automatically resets and passes locate system transmitter signals after the unit has been grounded to dissipate over-voltages.

3. Is intended for below or above grade applications. Ground the WGU to a driven rod within 10 feet of the system using a No. 6 AWG single conductor wire with green insulation.

Ensure that the WGU is enclosed for protection from environmental hazards and is accessible for the connection of portable locate system transmitters.

Table 1: Minimum Standards for Surge Protection		
Surge Element	3-element maximum duty fail-safe gas tube.	
Rating	40,000 A surge capacity (single-cycle, 8 by 20 microsecond waveform).	
Life	Minimum 1,000 surges (1000 A to ground).	
Fail-Safe	Integral fail-shorted device.	
Insulation Resistance	1,000 megohm minimum at 100 volts of direct current (VDC).	
Clamp Voltages	<ul><li>a. Impulse at 100 volts per microsecond: Typically 500 volts.</li><li>b. Direct Current: 300 to 500 volts.</li></ul>	

4. The WGU system meets the minimum standards listed in Table 1 for surge protection:

**630-2.4 Warning Tape:** Ensure that the buried cable warning tape is flexible, elastic material 3 inches wide, 6 mil thick, intended for burial and use as an underground utility warning notice, and that the surface of the warning tape is coated and sealed to prevent deterioration caused by harsh soil elements. Ensure that the warning tape color follows the American Public Works Association color code for underground utilities and has the repeating message "CAUTION: FDOT CABLE," or other wording approved by the Engineer, permanently printed on its surface. Ensure that the tape material and ink colors do not change when exposed to acids, alkalis, and other destructive chemical variances commonly found in Florida soils.

**630-2.5 Route Markers:** Route markers may be either a standard route marker (SRM) type or an electronic route marker (ERM) type. Ensure the SRM is a rigid, tubular, driven post used for location and notification purposes only. Ensure the ERM is physically identical to the SRM, but also includes a termination board to provide aboveground access to locate wire buried alongside conduit and cable runs.

Ensure that each SRM is labeled and identified as an FDOT fiber optic cable marker unless otherwise shown in the Plans. The labels must include the Department's logo, contact information for the local FDOT District, and a telephone number to call prior to any excavation in the area. Ensure that the identification information is permanently imprinted on the top fitting, and will not peel, fade, or deteriorate.

**630-2.5.1 Standard Route Marker (SRM):** Ensure that SRM posts are white with an orange top fitting cover with black or white lettering and graphics. Ensure that the SRM is a tubular configuration, and both the marker post and the top fitting are made from virgin Type 111 HDPE. Ensure that any fasteners used with the SRM are constructed of stainless steel.

Ensure that all SRMs have a minimum outside diameter of 3.5 inches with a minimum wall thickness of 0.125 inches. Ensure that the top fitting cover is a minimum of 1.5 feet long and has an outside diameter of 3.75 inches with a minimum wall thickness of 0.125 inches. Ensure that each SRM provides a tensile strength of 4,200 pounds per square inch as required in ASTM D638. Ensure that each SRM is manufactured for use in temperatures range of minus 30° to 165°F in accordance with NEMA TS 2.

Ensure the SRM can withstand an impact force of 70 pounds per foot at 32°F in accordance with ASTM D2444, before and after UV conditioning for 2,000 hours in accordance with ASTM G154. Ensure that the control sample of any material tested maintains a minimum of 70 percent of its original tensile strength.

Ensure that SRMs installed at the minimum 2 foot depth can withstand at least one impact at 45 miles per hour by a vehicle weighing at least 3,500 pounds and that after impact, post returns to an upright position within 10 degrees of vertical alignment within 30 seconds from the time of impact.

**630-2.5.2 Electronic Route Marker (ERM):** Ensure ERMs meet the same material and performance requirements as the SRMs with the following exceptions. Equip each ERM with a removable, top-fitting cover that is black with white lettering. Ensure that each ERM contains a terminal board equipped with locate wire and ground connectors.

Ensure that the terminal board is made from corrosion-resistant materials and includes terminal facilities labeled according to function and provides uniform spacing between connection points.

### 630-3 Installation Requirements.

**630-3.1 General:** Install the conduit in accordance with NEC or National Electrical Safety Code (NESC) requirements and the Design Standards. Consider the locations of conduit as shown in the Plans as approximate. Construct conduit runs as straight as possible, and obtain the Engineer's approval for all major deviations in conduit locations from those shown in the Plans. Include buried cable warning tape with all trenched conduit. Mark the location of the conduit system with route markers as shown in the Plans and approved by the Engineer. Ensure that all route markers used are new and consistent in appearance.

For conduit installed by directional bore, install in accordance with Section 555. For conduit installed by jack and bore, install in accordance with Section 556.

Use only intermediate metal conduit, rigid galvanized metal conduit, rigid aluminum conduit or PVC coated intermediate metal conduit for above-ground electrical power service installations and rigid galvanized metal conduit or rigid aluminum conduit for underground electrical power service installations. Meet the requirements of Section 562 for coating all field cut and threaded galvanized pipe.

Use Schedule 80 PVC or fiberglass reinforced epoxy conduit in structural elements in or on bridge decks.

Use HDPE with an SDR number less than or equal to 11, Schedule 80 PVC or Schedule 40 PVC for underground installations in earth or concrete for ITS and traffic control signal applications, except, use only HDPE with an SDR number less than or equal to 11 for blown fiber optic cable installations on limited access facilities.

Use HDPE with an SDR number less than or equal to 13.5, Schedule 80 PVC, or Schedule 40 PVC for underground installations of electrical conduit in earth for lighting applications and landscape irrigation applications.

Use HDPE with an SDR number less than or equal to 13.5, Schedule 80 PVC, Schedule 40 PVC, or rigid galvanized metal for underground installations of electrical conduit in concrete for lighting applications.

Do not place more than the equivalent of three quarter bends or 270 degrees of bends, including the termination bends, between the two points of termination in the conduit, without a pull box. Obtain the Engineer's approval to use corrugated flexible conduits for short runs of 6 feet or less.

When a conduit installation changes from underground to above-ground, make the change a minimum of 6 inches below finished grade.

Install a No. 12 AWG pull wire or polypropylene cord inside the full length of all conduits. Ensure that a minimum of 24 inches of pull wire/cord is accessible at each conduit termination.

Ensure the conduit includes all required fittings and incidentals necessary to construct a complete installation.

When earth backfill and tamping is required, place backfill material as per Section 120 in layers approximately 12 inches thick, and tamp each layer to a density equal to or greater than the adjacent soil.

When backfilling trenches in existing pavement, use a flowable fill meeting the requirements of Section 121.

Provide a standard clearance between underground control cable and electrical service cable or another parallel underground electrical service cable that meets NESC requirements.

Prevent the ingress of water, dirt, sand, and other foreign materials into the conduit prior to, during, and after construction. Seal the ends of conduit after wiring is complete with a moisture resistant sealant that is designed for this specific application.

**630-3.1.1 Fiber Optic Cable Conduit:** Install the conduit system so the fiber optic cable maintains a minimum bend radius of 20 times the cable diameter. Use approved methods for connecting inner duct or conduit within or between plowed portions, trenched portions, and bored portions. Submit the conduit manufacturer's coupling method and material to the Engineer for approval.

**630-3.2 Conduit Sizes:** Size the conduit to be used on all installations, unless otherwise shown in the Contract Documents. Use conduit of sufficient size to allow the conductor to be installed without any damage and meeting NEC requirements. Use conduit that is at least 2 inches in diameter, with the following exceptions:

For conduit protecting the ground wire on the side of a pole, use conduit that is at least 1/2 inch in diameter.

For ITS applications where Contractor chooses to install fiber optic cable by blowing, use conduit that is at least 1-1/4 inch in diameter.

For traffic control signal and device electrical service conduit, use the minimum conduit size required by the local maintaining agency and the electrical service provider.

**630-3.3 Conduit Joints:** Make conduit joints using materials as specified by the manufacturer. When conduit crosses an expansion joint of a structure and where shown in the Plans, install an expansion or expansion/deflection fitting as specified by the manufacturer. Certify that expansion/deflection fittings are rated to accommodate a minimum rotation of 30 degrees and that both the expansion and expansion/deflection fittings are rated to accommodate the anticipated longitudinal movement (minimum of 2 inches for deflection fittings and 0.7 inches for expansion/deflection fittings). Ensure that all installed joints are waterproof. As an exception to the threaded coupling for intermediate metal conduit, at locations where it is not possible to screw the threaded coupling properly, the Contractor may use a waterproof slip-joint coupling approved by the Engineer. Secure the joint, and tighten threaded connections.

Prior to insertion into the coupling, clean, prime and coat the ends of PVC conduit with solvent-type cement as specified by the manufacturer.

**630-3.4 PVC Coating:** Apply PVC coating to exposed metal surfaces of the conduit, except for the threads, to attain a nominal thickness of 40 mils. Ensure that the coating is free of sags and drips.

Attach the coupling to the conduit prior to the application of the coating for conduit of 1 inch diameter or less.

Use a coupling with sleeve extensions on conduit larger than 1 inch. Ensure that the sleeve extensions on all threaded female openings have a length equal to the diameter of the conduit up to and including size number 53.

**630-3.5 Conduit Terminations:** Fit the terminating ends of all metal conduit and metal conduit sleeves with an appropriate bushing.

For conduit to be encased in concrete, wrap with tape or otherwise protect all terminations to prevent the entrance of concrete.

Connect new underground conduits to existing underground conduits with a pull box.

Install conduit terminating in a concrete strain pole through the cable entry hole and up the center of the pole to a location approximately 6 inches below the handhole.

Seal conduits terminating in a controller base, pole, pull box, junction box, or pedestal base with a moisture resistant sealant approved by the Engineer.

For a controller base, pole or pedestal base, and junction boxes, terminate conduit runs into the center of the base or box at least 2 inches above the surface of the base.

**630-3.6 Restoration of Trench Areas:** Restore the conduit trench construction area to an acceptable condition. Such work includes repair or replacement of all pavement areas, sidewalks, driveways, curbs, structures, landscaping, grass areas (including removal of excavated materials and spoils), removal and disposal of drilling fluids, and backfilling areas disturbed by the conduit installation.

**630-3.7 Above-Ground Installation:** Use conduit designed and manufactured for use in long-term above-ground applications with UV stabilization to prevent material deterioration. Securely attach above-ground conduit installations to the surface of the supporting structure using conduit straps. As a minimum, use conduit straps located on 5 foot centers. Use galvanized metal conduit straps when installing intermediate metal conduit, fiberglass reinforced epoxy conduit, rigid galvanized conduit, rigid aluminum conduit or PVC coated intermediate metal conduit above ground.

Use the same PVC coating for the metal straps as the conduit, when using PVC coated intermediate metal conduit.

**630-3.8 Elbows:** The radius of curvature of the centerline of any bend shall not be less than shown below:

Size	Standard Radius
1/2 inch	4 inches
3/4 inch	4-1/2 inches
1 inch	5-1/2 inches
1-1/4 inches	7-1/4 inches
1-1/2 inches	8-1/4 inches
2 inches	9-1/2 inches
2-1/2 inches	10-1/2 inches
3 inches	13 inches

Size	Standard Radius
3-1/2 inches	15 inches
4 inches	16 inches
5 inches	24 inches
6 inches	30 inches

**630-3.9 Fiber Optic Cable Locate Wire:** Install locate wire in the trench or bore with all underground conduits to provide end-to-end electrical continuity for electronically locating the underground conduit system. Bury locate wire along the centerline of the top outer surface of installed conduit. Do not install locate wire in a conduit with fiber optic cable.

Do not run locate wires into field cabinets. Terminate locate wires at the first and last pull boxes in the conduit run or as shown in the Plans. Ensure that wire termination occurs in a pull box as shown in the Design Standards, Index No. 17700.

In a trenching operation, install the locate wire no more than 3 inches above the conduit. Ensure that the locate wire enters all pull and splice boxes, and that a minimum of 10 feet of slack locate wire is coiled and neatly stored in each box.

In a boring operation, install the locate wire in an encasement, install the conduit detection wire external to the conduit with no separation between conduit and wire, or use conduit with integral locate wire. Locate wire may also be placed in the void between the inner wall of conduit and innerducts contained within the conduit as long as no other cables are present within the void.

Perform continuity tests and insulation resistance tests on all locate wires and provide the Engineer with all test results. Replace, or repair defective locate wire at no additional cost.

Make locate wire splices in a flush grade-level box. Ensure that locate wire splices are waterproof and suitable for direct burial. Ensure that locate wire splices at the pull box meet NEC requirements. Ensure that locate wire splices are constructed of and in the following order: a mechanical crimp connection with a butt sleeve, an oxide-preventing aerosol lacquer, mastic electrical splicing tape, and standard electrical tape. At the completion of the installation, provide the Engineer with as-built drawings that document all splice locations.

Install WGUs in pull boxes and splice boxes as shown in the Plans or directed by the Engineer. Mount the device in a location high enough from the bottom of the box to allow access to terminal facilities without disturbing cables present within the box. Terminate the locate wires and connect the WGU to ground in accordance with the manufacturer's instructions.

Test the locate wire system after installation to ensure that it functions and can be used to accurately locate the conduit system.

**630-3.10 Route Markers:** Install route markers for fiber optic cable installations and ensure the following:

1. Markers are plumb and level and the notification information is clearly visible when viewed from the side facing the roadway.

2. Markers are set within the right of way.

3. Markers are placed at a 1 foot offset from the conduit system.

4. The top of the marker post is a minimum of 5 feet and maximum of 6 feet above the finish grade

5. Markers are spaced a maximum of 500 feet apart.

6. A clear line of sight is maintained from one marker to the next.

7. Markers are installed on both sides of the roadway at any crossing point where the conduit system changes to the opposite side of the roadway.

8. Markers are installed at the center point of any conduit run between two pull or splice boxes.

9. Markers are installed at gate locations when the conduit system is adjacent to a fence line.

10. Markers are installed on both sides of a stream, river, or other water crossing, and on both sides of aboveground attachments such as bridges and walls.

Remove and replace all marker posts damaged during installation at no additional cost. Ensure that route marker signs are labeled with a unique identification number, as detailed in the Plans or as approved by the Engineer. Provide as-built documentation at the completion of installation that includes identification number and location of all installed route markers and correlates the marker to the fiber optic infrastructure that it signifies.

Ensure that installation of ERMs includes connection of the route marker to the locate wire associated with the conduit run that the markers identify. Install locate wire through the base of the marker and terminate the locate wires to connectors mounted on the terminal board inside the marker. Install an underground magnesium anode a minimum of 10 feet away from the marker and perpendicular to the conduit system. Terminate the anode lead on the connector mounted on the terminal board inside the marker. Install locate wire connectors to provide cathodic protection for the locate wire conductor.

### 630-4 Method of Measurement.

**630-4.1 General:** Measurement for payment will be in accordance with the following work tasks.

**630-4.2 Furnish and Install:** The Contract unit price per foot of conduit, furnished and installed, will include furnishing all hardware and materials and all testing as specified in this Section and the Contract Documents, and all labor, casings, removal of excavated materials and spoils, removal and disposal of drilling fluids, locate wire, trenching, boring, backfilling, flowable fill and restoration materials necessary for a complete and accepted installation.

Payment for conduit placed underground will be based on the horizontal length of the trench or bore measured in a straight line between the centers of pull boxes, cabinets, poles, etc., in linear feet, regardless of the length or number of conduits installed. No allowance will be made for sweeps or vertical distances below the ground.

Payment for conduit placed aboveground or bridge mounted will be based on the actual length of conduit installed.

## 630-5 Basis of Payment.

Price and payment will be full compensation for all work specified in this Section. Payment for conduit placed under existing turf will be made as open trench.

Payment for conduit placed under existing pavement (roadway, driveways, or sidewalk) will be made as directional bore. If conduit is being placed under both existing turf and existing pavement between two pull boxes, payment for the total pull box-to-pull box length will be made as directional bore. Payment for conduit placed by jack & bore will be made as jack & bore, for the total pull box to pull box length.

No additional payment will be made for multiple conduits in the same trench.

No payment adjustment will be made if the Contractor chooses to use an alternative method approved by the Engineer.

No payment will be made for failed bore paths, injection of excavatable flowable fill, products taken out of service, or incomplete installations.

Payment will be made under:

Item No. 630- 2- Conduit – per foot.

# SECTION 632 SIGNAL CABLE

#### 632-1 Description.

Furnish and install underground and aerial signal cable as shown in the Plans and in accordance with Design Standards, Index No. 17727.

### 632-2 Materials.

Use only new materials meeting the requirements of this Section.

**632-2.1 Signal Cable:** Use either polyethylene insulated, polyvinyl chloride jacketed signal cable conforming to the requirements of the International Municipal Signal Association, Inc. (IMSA) Specification No. 19-1 or polyethylene insulated, polyethylene jacketed signal cable conforming to the requirements of IMSA Specification No. 20-1. Use signal cable conductors of stranded copper, No. 14 AWG or larger.

**632-2.2 Cable Support Wire:** Provide utilities grade zinc-coated support wire meeting the requirements of ASTM A475, whether separate or integral to signal cable, having a minimum nominal diameter of 1/4 inches.

**632-2.3 Cable Attachment Hardware:** Ensure that all bolts and nuts less tha5/8 inch in diameter are passivated stainless steel, Type 316 or Type 304 and meet the requirements of ASTM F593 and ASTM F594 for corrosion resistance. Ensure that all bolts and nuts 5/8 inch and over in diameter are galvanized and meet the requirements of ASTM A307. Use attachment hardware with sufficient tensile strength for the application. Use stainless steel lashing wire, galvanized or stainless steel lashing rod, cable rings or self-locking cable ties of UV stabilized black plastic having a minimum tensile strength of 100 pounds.

## 632-3 Installation Requirements.

Except for mast arm assemblies, install signal cable in continuous lengths between the traffic signal controller cabinet and the first disconnect hanger (or traffic signal head) on the span and between the traffic signal controller cabinet and each pedestrian signal head and pedestrian detector.

Do not use the neutral return conductor for pedestrian detectors as a neutral return for any other device. Conductors for the pedestrian signal head and the push button must be separated at the base of the pedestal and routed to the detection panel using separate raceways.

**632-3.1 Number of Conductors:** Determine the number of conductors required for each signal cable unless specified in the Contract Documents.

Provide three spare conductors for each signal cable used at all signal installations. Install the three spare conductors from the controller cabinet through each disconnect hanger (or traffic signal head) to the furthermost disconnect hanger (or traffic signal head).

Identify all spare conductors in a controller cabinet and ground them to the controller cabinet ground bus bar. Provide spare conductors within the controller cabinet of sufficient length to reach the furthermost field wiring terminals in the cabinet.

**632-3.2Protection of Cable:** Ensure cable drawn through conduit, ducts, drilled holes protected by a rubber grommet, or support structures is installed in such a manner as to prevent damage to conductors or insulation.

**632-3.3 Cabling for Mast Arm Assembly:** Continuous lengths of cable between the traffic signal controller cabinet, signal heads (or disconnect hangers), pedestrian signal heads and pedestrian detectors will be allowed only when specified in Contract Documents.

**632-3.4 Cable Terminations:** Terminate signal cable in the terminal by inserting the bared conductors into a compression type terminal block.

When barrier terminal blocks are specified in the Contract Documents, crimp insulated fork or ring terminals to the bared conductors using a calibrated ratchet-crimping tool and connect the forks or ring terminals to the barrier terminal block.

Neatly form and tie wrap all cable terminations.

If disconnect hangers are specified in the Contract Documents, terminate spare wires at the terminal strip located inside the disconnect hangers. Individually cap or tape any additional spares in the disconnect hanger.

Connect signal cables for a mast arm assembly in the terminal compartment when provided.

### 632-4 Method of Measurement.

The Contract unit price for signal cable, furnished and installed, will include furnishing all material, hardware, support wire, cable ties, cable clamps, lashing wire, terminal connectors, cable grounding and labor necessary for a complete and accepted installation.

For intersections where new strain poles, monotubes, or mast arms are installed, payment for signal cable will be based on the number of intersections at which signal cable is furnished and installed.

For all other applications, including repair and replacement of signal cable, payment for signal cable will be based on the linear feet of cable used.

## 632-5 Basis of Payment.

Prices and payments will be full compensation for all work specified in this Section. Payment will be made under:

Item No. 632- 7- Signal Cable

### SECTION 635 PULL, SPLICE, AND JUNCTION BOXES

### 635-1 Description.

Furnish and install pull, splice, and junction boxes as shown in the Plans.

### 635-2 Materials.

**635-2.1 General:** Use pull and splice boxes listed on the Department's Approved Product List (APL).

## 635-2.2 Pull and Splice Boxes:

**635-2.2.1 General:** Manufacturers of concrete pull and splice boxes and covers seeking inclusion on the APL shall meet the requirements of Section 105 and this Section and be listed on the Department's Production Facility Listing.

Ensure box bodies and covers are free of flaws such as cracks, sharp, broken, or uneven edges, and voids.

Ensure in-ground boxes have an open bottom design.

**635-2.2.2 Marking:** Ensure the following information is permanently cast into the top surface of all pull and splice box covers:

1. Unless otherwise shown in the Plans, mark application as

follows:

FDOT TRAFFIC SIGNAL for signalized intersections FDOT FIBER OPTIC CABLE for fiber optic cable FDOT LIGHTING for highway lighting FDOT TRAFFIC MONITORING for traffic monitoring FDOT ELECTRICAL for other electrical applications

- 2. Manufacturer's name or logo
- 3. FDOT APL approval number
- 4. TIER rating

Ensure the date of manufacture (month/day/year, or date code) is permanently located on the top or bottom of the cover. Ensure the interior of the box body has a permanent marking that includes the manufacturer part/model number and date of manufacture near the top of box in a location that is visible after installation when the cover is removed.

**635-2.2.3 Dimensions:** Unless otherwise shown in the Plans, provide pull and splice boxes with the following dimensions.

For signalized intersection and lighting applications, provide pull boxes with nominal cover dimensions of 13 inches wide by 24 inches long or larger and no less than 12 inches deep. Ensure the inside opening area is a minimum of 240 square inches and no inside dimension is less than 12 inches.

For fiber optic cable applications, provide pull boxes with nominal cover dimensions of 24 inches wide by 36 inches long or larger and no less than 24 inches deep.

Provide rectangular splice boxes with nominal cover dimensions of 30 inches wide by 60 inches long or larger and no less than 36 inches deep. Provide round splice boxes with a nominal cover diameter of 36 inches or larger and no less than 36 inches deep.

**635-2.2.4 Fabrication:** Provide box covers constructed of concrete, polymer concrete or other materials meeting the requirements of this Section.

Provide box covers with lifting slots and a flush-seating lockdown mechanism. Use penta-head lockdown lag bolts. Ensure lockdown bolts and lifting slots are Type 316, 304, or 302 passivated stainless steel or brass. Ensure lockdown bolt assembly is designed to prevent seizing and can be removed without damaging the cover or box body. Ensure the lockdown bolt threaded insert/nut assembly is field replaceable.

**635-2.2.5 Testing Requirements:** Ensure pull and splice boxes meet the American National Standards Institute/Society of Cable Telecommunications Engineers (ANSI/SCTE) 77 2013 Specification for Underground Enclosure Integrity for TIER 15 loading with the following additional clarifications and requirements:

1. Apply all environmental tests to the box and its cover.

2. All flexural testing must be conducted in accordance with an appropriate ASTM standard and clearly stated in the report.

3. Perform repetitions of Cycle 1 in Table X2.1 of ASTM G154 for a minimum duration of 1000 hours for the simulated sunlight exposure test.

4. Use deflection-measuring devices positioned to measure vertical and lateral deflection (wherever maximum deflection occurs) for the vertical sidewall load test.

5. Conduct the lateral sidewall pressure, vertical sidewall load and cover vertical load tests without any removable or permanent wall to wall supporting beams located in the interior or top of the box opening.

When testing pull and splice boxes of various sizes (width x length x depth), the cover impact test, internal equipment protection test, coefficient of friction test, and all environmental tests, can be completed using a single representative box/cover (instead of samples from all box/cover sizes) as long as the test report indicates the following:

1. Materials of construction, compositions, and manufacturing processes are identical for all box and cover sizes submitted for listing on the APL.

2. Size (width x length x depth) of the representative box/cover. **635-2.3 Junction Boxes:** 

**635-2.3.1 Fabrication:** Provide galvanized steel, aluminum or NEMA 4X nonmetallic junction boxes. Ensure all attachment hardware is Type 316 or 304, passivated stainless steel.

Ensure the outside surface has a smooth, uniform finish. Ensure boxes are free of burrs, pits, sharp corners and dents. Ensure all welds are neatly formed and free of cracks, blow holes, and other irregularities.

**635-2.3.1.1 Aerial Junction Boxes:** Unless otherwise shown in the Plans, provide aerial junction boxes with minimum inside dimensions of 8 inches wide by 8 inches long and at least 3 inches deep.

**635-2.3.1.2 Mounted Junction Boxes:** Provide mounted junction boxes fabricated of 5052 sheet aluminum alloy with a minimum thickness of 1/8 inch. Ensure all mounted junction boxes have a hinged door and lock as specified in Section 676.

Unless otherwise shown in the Plans, provide mounted junction boxes for the following installations:

For pole and cabinet mounted installations, provide junction boxes with minimum inside dimensions of 13 inches long by 10 inches wide and at least 3 inches deep.

For base mounted installations, provide junction boxes with minimum inside dimensions of 21 inches long by 10 inches wide and at least 8 inches deep.

**635-2.3.1.3 Embedded Junction Boxes:** Provide weatherproof embedded junction boxes for use in concrete substructures or superstructures. Include gasketed weatherproof covers made of the same material as the box and Type 316 or 304, stainless steel, tamper resistant screws for securing the cover. Fabricate galvanized steel boxes and their covers from steel meeting the requirements of ASTM A36 and galvanized in accordance with ASTM A123.

For embedded junction boxes not exposed to vehicular impacts, provide the following types of junction boxes. Where the structure's environmental classification is slightly or moderately aggressive, provide a galvanized steel or NEMA 4X (non-metallic) box, as approved by the Engineer. Where the structure's environmental classification is extremely aggressive, provide a NEMA 4X (non-metallic) box, unless otherwise directed by the Engineer. For embedded junction boxes exposed to vehicular impacts,

provide a galvanized steel box regardless of the structure's environmental classification.

635-2.3.2 Barrier Terminal Blocks: Provide a barrier terminal block with a minimum of ten positions and rated at 600 V<sub>AC</sub> in all aerial and mounted junction boxes. Ensure each terminal block position has two screws electrically connected by a shorting bar or other Department approved method. Ensure all terminal block positions are numbered sequentially.

## 635-3 Installation.

**635-3.1 General:** Do not install power and communication cables in the same box unless otherwise shown in the Plans.

When signal or 120 volt (or greater) power is present, ground all metal covers in accordance with Section 620.

**635-3.2 Pull and Splice Boxes:** Install pull and splice boxes in accordance with the Design Standards, Index No. 17700. Ensure pull and splice boxes are sized for the amount of cable to be placed inside. Ensure that the pull or splice box cover is flush with the concrete apron or sidewalk. Do not install pull or splice boxes in roadways, driveways, parking areas, ditches or public sidewalk curb ramps. Avoid placing pull and splice boxes in low-lying locations with poor drainage. Ensure that pull and splice boxes house fiber optic cable without subjecting the cable to a bend radius less than 14 times the diameter of the cable.

**635-3.2.1 Placement and Spacing:** Place pull and splice boxes as shown in the Plans and at the following locations, unless directed otherwise by the Engineer:

1. At all major fiber optic cable and conduit junctions.

2. Approximately every 2,500 feet for fiber optic cable applications in rural areas with any continuous section of straight conduit if no fiber optic cable splice is required.

3. At a maximum of 1,760 feet for fiber optic cable applications in

metropolitan areas.

4. At each end of a tunnel, and on each side of a river or lake crossing.

5. On each side of an aboveground conduit installation, such as an attachment to a bridge or wall.

6. At all turns in the conduit system.

7. Near the base of a service pole or communication cabinet to provide:

a. A transition point between the fiber optic conduits extending from the fiber backbone and the conduit feeding the communication cabinet.

b. An assist point for the installation of fiber optic drop cable.

c. Storage of slack fiber optic drop cable.

**635-3.2.2 Electronic Box Marker:** Equip all pull and splice boxes buried below finish grade with an electronic box marker inside the pull or splice box to mark the location. Ensure that the electronic box marker is a device specifically manufactured to electronically mark and locate underground facilities. Ensure that the electronic box marker includes circuitry and an antenna encased in a waterproof polyethylene shell. Ensure that the outer shell is impervious to minerals, chemicals, and temperature extremes normally found in underground plant environments. Ensure that the electronic box marker does not require any batteries or active components to operate. Ensure that electronic box markers used to mark fiber optic cable and general telecom applications are orange in color and operate at 101.4 kHz. Ensure that the electron to direct the locator to the marker's position. Ensure that the electronic box marker has a minimum operating range of 5 feet from the marker locator.

**635-3.3 Aerial Junction Boxes:** Install aerial junction boxes in accordance with the Design Standards, Index No. 17733.

**635-3.4 Mounted Junction Boxes:** Install mounted junction boxes in accordance with the Design Standards, Index No. 17841. Ensure that the bottom surface of pole mounted junction boxes is a minimum of 4 feet above the finished grade.

**635-3.5 Cable Terminations:** Make cable terminations in junction boxes in accordance with Section 632. Route and form the cable to allow access to the terminal screws. Do not cover the terminal identification numbers with the cable.

#### 635-4 Relocation of Pull, Splice, and Junction Boxes.

Relocation of pull, splice, and junction boxes shall consist of removing an existing box and installing the box at the location shown in the Plans. Restore the area of the box removal and relocation to the condition of the adjacent area. The costs for restoration will be included in the Contract unit price of the relocation.

Boxes damaged due to the Contractor's operations must be replaced by the Contractor at no cost to the Department. Replacement boxes must be of the same material and size of the existing box, unless directed otherwise by the Engineer.

#### 635-5 Warranty.

Ensure all pull, splice, and junction boxes have a manufacturer's warranty covering defects for a minimum of one year from the date of final acceptance in accordance with 5-11 and Section 608. Ensure the warranty includes providing replacements, within 30 calendar days of notification, for defective parts and equipment during the warranty period at no cost to the Department or the maintaining agency.

#### 635-6 Method of Measurement.

The Contract unit price each for pull, splice, and junction box, furnished and installed, will consist of the pull, splice, and junction box including all required hardware for the type of box and location as specified in the Contract Documents, and all labor and materials necessary for a complete and accepted installation.

#### 635-7 Basis of Payment.

Price and payment will be full compensation for all work specified in this Section, except grounding.

No separate payment for embedded junction boxes will be made. The Contractor shall include the cost of embedded junction boxes in the Contract unit price for the concrete substructure or superstructure items.

No separate payment will be made for the removal of pull, splice, and junction boxes. Payment will be made under:

Item No. 635- 2-Pull, and Splice Boxes - each.Item No. 635- 3-Junction Boxes - each.

### SECTION 639 ELECTRICAL POWER SERVICE ASSEMBLIES

#### 639-1 Description.

Power service assemblies are utilized for signals, lighting, ITS, and other roadway applications. Install electrical power service assemblies for either overhead service or underground service in accordance with the details shown in the Design Standards, Index No. 17504 or 17736.

Coordinate with the power company to provide electrical service to the locations shown in the Plans. Consult and cooperate with the power company when power is needed at the service point. Furnish and install only those parts of the metering equipment or connections that are required by the power company in the locality involved.

### 639-2 Definitions.

1. Overhead Service: A service assembly which is supplied electrical power from an overhead power company source. Include with an overhead electrical power service assembly the following components:

- a. Weatherhead
- b. Conduit
- c. Electrical Service wire
- d. Meter base (when required)
- e. Service disconnect
- f. Surge Protective Device

2. Underground Service: A service assembly which is supplied electrical power from an underground power company source. Include with an underground electrical power service assembly the following components:

- a. Conduit
- b. Electrical Service wire
- c. Meter base (when required)
- d. Service disconnect
- e. Surge Protective Device

### 639-3 Materials.

**639-3.1 Weatherhead:** Use a weatherhead made of a copper free aluminum alloy with three electrical service wire entrance holes, meeting National Electric Code (NEC) requirements.

**639-3.2 Conduit:** Use conduit meeting the requirements of Section 630. Meet the requirements of Section 562 for coating all field cut and threaded galvanized pipe.

**639-3.3 Electrical Service Wire:** Use No. 6 AWG stranded copper wire with XHHW (cross-linked polyethylene (XLPE) high heat-resistant, water-resistant) insulation, rated at 600 V in dry and wet condition for connections between service disconnect and traffic cabinet, unless otherwise shown in the Plans.

**639-3.4 Meter Base:** Use meter bases approved by the local electric power company. **639-3.5 Service Disconnect:** 

**639-3.5.1 Enclosure (Cabinet):** Use an enclosure conforming to National Electrical Manufacturers Association (NEMA) Standards for Type 3R, Type 3S or Type 4, made of galvanized steel, aluminum, stainless steel or other materials approved by the Engineer.

Ensure that the enclosure has a hinged door which can be locked with a padlock. Provide padlock and two keys. Do not use external handles or switches. Ensure that the inside dimensions meet NEC requirements.

**639-3.5.2 Circuit Breaker:** Use a manually resettable circuit breaker which has a current rating above the current rating of the circuit breaker to which electrical power is provided. Do not use less than a 40A circuit breaker.

**639-3.6 Surge Protective Device:** Use a lightning arrester rated for a maximum permissible line to ground voltage of 175 VAC.

**639-3.7 Attachment Hardware:** Use attachment hardware that meets the requirements of Section 603.

# 639-4 Installation Requirements.

**639-4.1 General:** Meet the following requirements for the installation of individual components of the electrical power service assembly:

Use extreme care and caution in the installation of all components of the electrical power service assembly.

Follow installation procedures recommended by NEC and National Electrical Safety Code (NESC).

Consider the location of electrical power service assemblies as shown in the Plans to be approximate, and coordinate with the appropriate electrical power company authority to determine the exact locations of each assembly.

**639-4.2 Weatherhead:** Securely attach the weatherhead to the upper end of the conduit which extends upward from the meter base (or service disconnect if a meter base is not required) to a minimum height of 22 feet above grade.

**639-4.3 Conduit:** Securely attach all conduit to the pole or cabinet with a maximum distance of 5 feet between conduit attachment hardware.

**639-4.4 Electrical Service Wire:** Install the electrical service wire in a manner which will ensure that damage to the installation will not occur.

Ensure that the service wire is of sufficient length after installation in the conduit to provide for attachment to the power company service and for termination within the cabinet for which power is required.

**639-4.5 Meter Base:** When a meter base is required, securely fasten the meter base to the pole or cabinet. Install pole mounted meter bases at a minimum height of 5-1/2 feet above grade when measured from the center of the meter base or meet the local electric power company requirement, whichever is greater.

**639-4.6 Service Disconnect:** Securely fasten the service disconnect to the pole (or cabinet with the Engineers approval), and electrically position the service disconnect between the service meter and the traffic control device cabinet to which electrical service is being supplied. Install pole mounted service disconnects a minimum of 4 feet above grade when measured from the bottom of the disconnect. For cabinet installations, mount the service disconnect at a height approved by the Engineer or as shown in the Plans.

# 639-5 Method of Measurement.

**639-5.1 General:** Measurement for payment will be in accordance with the following work tasks.

Payment for electrical service wire between service disconnect and traffic cabinet is based upon the distance of the cable run and includes payment for all conductors used in the run. For lighting applications, payment for service conductors will be made in accordance with Section 715.

Payment for conduit and electrical service wire which is vertically attached to the electrical power assembly is considered incidental and paid under item 639-1.

**639-5.2 Furnish and Install:** The Contract unit price per foot of electrical service wire, or the Contract unit price each for electrical service disconnect, furnished and installed, will include furnishing all materials and hardware as specified in the Contract Documents, and all labor, equipment, and miscellaneous materials necessary for a complete and accepted installation.

**639-5.3 Furnish:** The Contract unit price per foot of electrical service wire, or the Contract unit price each, for electrical service disconnect, furnished, will include the cost of the required materials and hardware as specified in the Contract Documents, plus all shipping and handling costs involved in delivery as specified in the Contract Documents.

**639-5.4 Install:** The Contract unit price per foot of electrical service wire, or the Contract unit price each, for electrical service disconnect, installed, will include all labor, equipment, and miscellaneous materials necessary for a complete and accepted installation. The Engineer will supply electrical service wire or electrical service disconnect.

**639-5.5 Electrical Power Service:** The Contract unit price per assembly for electrical power service will include furnishing and installing all material and hardware as specified in the Contract Documents, and all labor and equipment necessary to make a complete and accepted installation.

### 639-6 Basis of Payment.

Prices and payments will be full compensation for all work specified in this Section. Payment will be made under:

Item No. 639- 1-	Electrical Power Service - per assembly.
Item No. 639- 2-	Electrical Service Wire - per foot.
Item No. 639- 3-	Electrical Service Disconnect - each.

### SECTION 646 ALUMINUM POLES, PEDESTALS, AND POSTS

### 646-1 Description.

Furnish and install aluminum poles, pedestals, and posts at the locations shown in the Plans and in accordance with the details shown in the Plans and Design Standards. An aluminum pedestal consists of a pole and a transformer base.

## 646-2 Materials.

**646-2.1 Poles and Posts:** Use nominal 4 inch diameter Schedule 40 aluminum poles and posts meeting the requirements of The Aluminum Association Alloy 6061-T6 and ASTM B241. Poles used with transformer bases must be threaded with No. 8 NPT threads. Sufficient threads are required to fully seat the pole into the hub of the pedestal base.

**646-2.2 Transformer Base:** Use transformer bases listed on the Department's Approved Product List (APL).

Manufacturers seeking APL approval of proprietary transformer bases must submit an application in accordance with Section 6, independent laboratory test report, and calculations and drawings showing details, notes, materials, dimensions, and sizes that the transformer base meets the following requirements:

1. Materials: Meets the material requirements of Aluminum Association Alloy 319 or 356-T6 and ASTM B26 or ASTM B108.

2. Height: Base is 12 to 18 inches in height with a threaded hub at the top for mounting a nominal 4 inch Schedule 40 aluminum pole. The threaded hub must be tapped to allow full pole engagement.

3. Fastening: Provides for fastening to a foundation with four 3/4 inch anchor bolts located 90 degrees apart and a bolt circle diameter of 14 inches. The base design must allow for bolts that are placed off-center.

4. Door: Provides a door opening of not less than 8 inches by 8 inches. The door must be constructed of fiberglass or other non-combustible, non-aluminum material. Attach the door to the base with cleats and one stainless steel socket button head screw or by other means suitable for NEMA 3 electrical enclosures.

5. Moment Capacity: Supports an ultimate moment capacity of 10,000 foot-pounds. Submit certified test reports from the manufacturer verifying that each base model meets the moment capacity without breaking, cracking or rupturing in any manner.

6. Breakaway: Meets the requirements in the latest revision of the AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals. Submit the FHWA certification for product approval.

7. Identification: Is legibly and visibly marked with the manufacturer's name or logo and the model number.

**646-2.3 Anchor Bolts:** Provide ASTM F1554 Grade 55 right angle bend anchor bolts, 3/4 inch diameter, 18 inches long, 3 inch leg and with a 5 inch UNC thread length. For each bolt, provide two 3/4 inch ASTM A563 Grade A heavy hex nuts and one 3/16 inch thick by 3 inch round ASTM A36 plate washer or one ASTM F436 Type 1 washer. Anchor bolts, washers and hex nuts must be galvanized in accordance with ASTM F2329.

**646-2.4 End Caps:** Provide end caps sized for nominal 4 inch diameter Schedule 40 aluminum poles. The cap must be a minimum of 1/4 inch thick and tapped for at least two set screws. Set screws will be provided with the end cap.

**646-2.5 Shims:** Provide U-shaped galvanized steel shims 2 inches wide by 2-1/2 inches long, shaped to fit around a 3/4 inch anchor bolt.

646-2.6 Concrete: Use Class 1 concrete meeting the requirements of Section 346.

### 646-3 Installation.

**646-3.1 General:** Verify the length of the column supports in the field prior to fabrication to permit the appropriate sign or signal height.

**646-3.2 Foundations:** Construct foundations in accordance with the applicable Design Standards.

The Contractor may use precast foundations in augered or excavated holes that are a minimum of 12 inches larger than each axis dimension of the precast foundation. The holes must be clean and without loose material. Obtain precast foundations from a manufacturing plant that is currently on the Department'sProduction Facility Listing. Producers seeking inclusion on the list shall meet the requirements of Section 105. Fill the voids around precast foundations with flowable fill meeting the requirements of Section 121 or clean sand placed using hydraulic methods to a level of 6 inches below grade.

**646-3.3 Setting Anchor Bolts:** Set anchor bolts 90 degrees apart with a bolt circle diameter of 14 inches. Adjust anchor bolts to a plumb line and hold rigidly in position to prevent displacement while pouring concrete.

**646-3.4 Installation:** Do not erect poles until the concrete strength is at least 2500 psi. Plumb the poles after erection using shims if necessary to obtain precise alignment.

**646-3.5 Grounding:** Meet the requirements of Section 620 and the applicable Design Standards.

### 646-4 Method of Measurement.

The Contract unit price per each for aluminum pedestals and posts, furnished and installed, will include all materials and equipment as specified in the Contract Documents, and all labor and materials necessary for a complete and accepted installation.

Payment for removal of aluminum poles will include the complete removal of the pole and foundation, pedestrian detector and pedestrian signal. Separate payment for the removal of the pedestrian detector and pedestrian signal will be made only when the pole/pedestal is to remain.

Payment for grounding will be incidental to the pedestal or post.

## 646-5 Basis of Payment.

Price and payment will be full compensation for all work specified in this Section. Payment will be made under:

Item No. 646- Aluminum Poles - per each.

### SECTION 653 PEDESTRIAN SIGNAL ASSEMBLIES

#### 653-1 Description.

Furnish and install pedestrian signal assemblies as shown in the Plans and Design Standards, Index No. 17764. Meet the requirements of Section 603.

### 653-2 Materials.

**653-2.1 General:** Use pedestrian signals listed on the Department's Approved Product List (APL). Pedestrian signal assemblies must meet the requirements of the latest edition of the Federal Highway Administration's (FHWA) Manual on Uniform Traffic Control Devices (MUTCD) and the Institute of Transportation Engineers (ITE) standard for Pedestrian Traffic Control Signal Indications.

**653-2.2 Housing and Visor:** The housing must be weatherproof, sectional and may consist of as many sections as optical units. The housing must prevent light from escaping from one unit to another. The top and bottom opening of the housing must include a circular 72-tooth serrated connection (2 inch nominal I.D.) capable of providing positive positioning and alignment in 5 degree increments. When assembled and tightened, these connections must prevent rotation or misalignment. The serrated area must start at the outside of the 2 inch hole and be at least 1/8 inch wide. The teeth must have a minimum depth of 3/64 inch between peaks and valleys, free from burrs or other imperfections, and provide positive locking with the grooves of mating sections, framework, and brackets. The serration on the top circular connection of a signal section must have a valley at the 0 degree position, both aligned perpendicular to the front of the section. Housings must include latch pads and manual stainless steel latching devices that are captive, or non-removable. Housings must have at least two latching points.

Reinforce all mounting points and adjacent housing material. The door enclosing the lens must be hinged and held securely to the housing. Provide a gasket meeting the requirements of ASTM D1056, Grade 2B2 between the housing and door and between the lens and door. If the fitting between the housing and door is weather-tight, the gasket may be omitted.

Provide a visor for each signal face. Light must not escape between the door and visor. The visor must be three-sided and extend a minimum of 7 inches at the top from the face of the lens. The visor must be constructed of noncorrosive sheet metal, not less than 0.05 inch thick, (No. 18 gauge in thickness) or polycarbonate.

All metal housings and visors must be powder-coat painted black in accordance with Military Standard MIL-PRF-24712A or AAMA-2603-02 with a reflectance value not exceeding 25 percent as measured by ASTM E97. For polycarbonate heads, the black color must be incorporated into the material before the molding process.

The housing must be constructed of a non-corrosive material. Cast metal parts must have a minimum tensile strength of 1 ksi (117 MPa) and sheet metal parts a minimum tensile strength of 27 ksi (186 MPa).

**653-2.2.1 Die castings:** Meet the requirements in ASTM B85 for the physical characteristics and chemical content for alloys S12A, S12B, SC84A, SC84B, SG100A and SG100B.

**653-2.2.2 Sand Castings:** Meet the requirements in ASTM B26 for the physical characteristics and chemical content for alloys S5A and CS72A.

**653-2.2.3 Permanent mold castings:** Meet the requirements in ASTM B108 for the physical characteristics and chemical content for alloys S5A and CS72A.

**653-2.2.4 Polycarbonate:** Polycarbonate housing assemblies, doors and visors must be molded from ultraviolet stabilized polycarbonate plastic with a minimum thickness of 0.1 inches, plus or minus 0.01 inch, and provide the following physical properties:

Table 1			
Test	Minimum Requirement	Method	
Specific Gravity	1.17	ASTM D 792	
Vicat Softening Temp.	305-325°F (152 – 163°C)	ASTM D 1525	
Brittleness Temp.	Below -200°F (-129°C)	ASTM D 746	
Flammability	Self-extinguishing	ASTM D 635	
Tensile Strength	Yield, 8500 psi (58 MPa)	ASTM D 638	
Elongation at yield	5.5 - 8.5%	ASTM D 638	
Shear Strength	Yield, 5500 psi (38 MPa)	ASTM D 732	
Izod impact strength	15ft-lb/in (800 J/m)	<b>ASTM D 256</b>	
Fatigue strength	950 psi (6.5MPa) at 2.5 mm cycles	ASTM D 671	

### 653-2.3 Light Emitting Diode (LED) Pedestrian Signal Optical Unit (State

**Standard**): Provide a countdown pedestrian signal module meeting the requirements of the latest ITE LED Pedestrian Signal Specifications.

**653-2.4 Electrical:** Wiring must be color-coded No. 18 AWG or larger, stranded wires with an approved 600 V outdoor insulation rating or equivalent. Wires must be a minimum of 3 feet long with self-insulating slide-on terminals with no bare wiring exposed where wires are secured.

The pedestrian signal must include a terminal block containing a minimum of five circuits, each with two noncorrosive screw-type terminals. Each terminal must accommodate three No. 18 AWG conductors and be labeled for ease of identification. The terminal block must not be obstructed and be visible when the housing is open.

**653-2.5 Hardware:** All brackets used to mount pedestrian signals must be an aluminum alloy cast fitting, pipe or equivalent material approved by the Department. Aluminum and aluminum alloy bars, rods, wires, profiles, and tubes must meet ASTM B221. Aluminum-alloy sand casting must meet ASTM B26. All mounting hardware must be painted black with a reflectance value not exceeding 25 percent as measured by ASTM E97.

Ensure that all assembly hardware, including nuts, bolts, external screws and locking washers less than 5/8 inch in diameter, are Type 304 or 316 passivated stainless steel. Stainless Steel bolts, screws and studs must meet ASTM F593. Nuts must meet ASTM F594. All assembly hardware greater than or equal to 5/8 inch in diameter must be galvanized. Bolts, studs, and threaded rod must meet ASTM A307. Structural bolts must meet ASTM A325.

### 653-3 Installation.

**653-3.1 General:** Use pedestrian signal assemblies capable of being maintained, adjusted, and disassembled with ordinary hand tools. Pre-assemble the pedestrian signal, with the exception of mounting hardware, prior to installation at the site. Construct the pedestrian

signal assembly (including the mounting hardware) to be a weather-tight unit. Conceal all conductors.

**653-3.2 Placement:** Position pedestrian signals and all mounting assembly members as either plumb or level, and symmetrically arranged. Align signals in the line of the pedestrian's vision for the crosswalk being used.

**653-3.3 Installation Sequence:** Install all pedestrian signal assemblies at any intersection as a single operation unless a staged operation is approved by the Engineer. Do not install signals at any intersection until all other signal equipment, including the controller, and pedestrian detectors are in place and ready for operation, unless completely covered in accordance with 650-3.10.

### 653-4 Method of Measurement.

The Contract unit price per assembly for pedestrian signal assembly, furnished and installed, (including mounting hardware but not including poles or pedestals) will include all materials and equipment as specified in the Contract Documents, and all labor and materials necessary for a complete and accepted installation.

Payment for removal of pedestrian signal assemblies will be made only when the pole/pedestal is to remain. Otherwise, the removal of pedestrian signal assemblies are included in the removal of the pole or pedestal.

### 653-5 Basis of Payment.

Price and payment will be full compensation for all work specified in this Section. Payment will be made under:

Item No. 653- Pedestrian Signal - per assembly.

### SECTION 660 VEHICLE DETECTION SYSTEM

### 660-1 Description

Furnish and install a vehicle detection system in accordance with the Contract Documents. Use vehicle detection systems and loop sealant that meet the requirements of this Specification and are listed on the Department's Approved Product List (APL).

### 660-2 Materials

**660-2.1 Classification of Types:** Vehicle detection and data collection systems are classified by the type of function they perform and the type of technology that they employ.

**660-2.1.1 Functional Types:** Provide the functional type detailed in the Plans. **660-2.1.1.1 Vehicle Presence Detection Systems**: Vehicle presence

detection systems produce a corresponding output any time that a vehicle occupies the physical or virtual area of the detector.

**660-2.1.1.2 Traffic Data Detection Systems:** Traffic data detection systems provide presence, volume, occupancy, and speed data for the lanes they are configured to monitor.

**660-2.1.1.3 Probe Data Detection Systems:** Probe data detection systems provide speed data and travel times for a road segment. Probe data detectors use automatic vehicle identification (AVI) technologies to establish a unique identifier for each vehicle they detect. This identifier is then transmitted to a central site where it can be matched to past or future detections of the same vehicle at different detector locations.

**660-2.1.2 Technology Types:** Provide the detection technology type detailed in the Plans. Detection technology types include inductive loop, video, microwave, wireless magnetometer, and AVI systems.

**660-2.1.2.1 Inductive Loop:** An inductive loop detection system uses a minimum of one inductive loop and loop detector. The system operates by energizing and monitoring wire embedded in the road surface to detect vehicle presence and provide an output to traffic controllers or other devices that can generate volume, occupancy, and speed data (detection output).

**660-2.1.2.1.1 Inductive Loop Detector Units:** Ensure rack mount inductive loop detector units meet the requirements of NEMA TS-2-2003. Ensure shelf mount detector units meet the requirements of NEMA TS-1-1989.

**660-2.1.2.1.2 Loop Wire:** Use No. 12 AWG stranded copper wire with Type XHHW cross-linked polyethylene insulation, or No. 14 AWG stranded copper wire with Type XHHW cross-linked polyethylene insulation and an additional outer sleeve composed of polyvinylchloride or polyethylene insulation that meets the requirements of International Municipal Signal Association (IMSA) 51-7.

**660-2.1.2.1.3 Shielded Lead-in Cable:** Use No. 14 AWG two conductor, stranded copper wire with shield and polyethylene insulation, meeting the requirements for IMSA 50-2.

**660-2.1.2.1.4 Splicing Material:** Butt-end connectors may be used for splicing the loop wire to the lead-in cable. Butt-end connectors must be non-insulated. Use resin-core solder for soldered splices. Splicing tape must be self-fusing silicone rubber. Ensure

insulated tubing used to cover splice is heat-shrinkable, cross-linked polyethylene with a silicon sealant inside the tubing and an insulation rating of at least 600 V.

**660-2.1.2.1.5 Loop Sealant:** Ensure loop sealant is intended for traffic loop embedding in both asphalt and concrete pavement. Ensure sealant is furnished in a one part or pre-measured two part formulation meeting the requirements specified herein.

Ensure that loop sealant is self-leveling when applied and is designed to be installed flush with the roadway surface. Ensure that loop sealant does not run out of unlevel slots as tested for viscosity using ASTM D562 at 77°F. Ensure loop sealant is tack free within a maximum of 2 hours from time of application and when cured as tested for tack free time using ASTM C679 at 77°F.

Ensure loop sealant securely adheres to concrete and asphalt when installed in a 3/8 inch by 3 inch saw cut, cured for 2 weeks at 77°F as tested for adhesion using visual inspection. Ensure loop sealant shows no visible signs of shrinkage after curing when installed in a 3/8 inch by 3 inch saw cut, cured for 2 weeks at 77°F as tested for shrinkage using a dimensional measurement.

Ensure loop sealant resists weather, oils, gasoline, antifreeze, and brake fluid as tested for absorption using ASTM D570 for water, No. 3 oil, gasoline, antifreeze, and brake fluid for 24 hours. Ensure loop sealant resists penetration of foreign materials as tested for durometer hardness using ASTM D2240 Shore A for 24 hours.

Ensure loop sealant resists cracking caused by expansion and contraction due to temperature changes as tested for tensile strength and elongation using ASTM D412.

Ensure loop sealant does not become brittle with age or temperature extremes as tested for weight loss, cracking, and chalking using ASTM C1246.

Ensure loop sealant has a minimum shelf life of 12 months when stored per manufacturer recommendations.

Loop sealant containers must have a label showing the manufacturer's name or trademark, model number, date of manufacture or manufacturer's batch number and installation instructions.

**660-2.1.2.2 Video:** A video vehicle detection system (VVDS) uses one or more cameras and video analytics hardware and software to detect vehicle presence, provides a detection output, and generates volume, occupancy, and speed data.

**660-2.1.2.2.1 Configuration and Management**: Ensure that the VVDS is provided with software that allows local and remote configuration and monitoring. Ensure that the system can display detection zones and detection activations overlaid on live video inputs.

Ensure that the VVDS allows a user to edit previously defined configuration parameters, including size, placement, and sensitivity of detection zones.

Ensure that the VVDS retains its programming in nonvolatile memory. Ensure that the detection system configuration data can be saved to a computer and restored from a saved file. Ensure that all communication addresses are user programmable.

Ensure that the detection system software offers an open Application Programming Interface (API) and software development kit available to the Department at no cost for integration with third party software and systems. **660-2.1.2.2.2 Detection Camera:** Provide a camera that is furnished or approved by the video detection system manufacturer and listed with the detection system on the APL.

**660-2.1.2.2.3 Machine Vision Processor:** Ensure the VVDS includes a machine vision processor that allows video analysis, presence detection, data collection, and interfaces for inputs and outputs as well as storage and reporting of collected vehicle detection data.

**660-2.1.2.2.4 Communications:** Ensure that the VVDS includes a minimum of one serial or Ethernet communications interface.

Ensure the serial interface and connector conforms to Telecommunications Industry Association (TIA)-232 standards. Ensure that the serial ports support data rates up to 115200 bps; error detection utilizing parity bits (i.e., none, even, and odd); and stop bits (1 or 2).

Ensure that wired Ethernet interfaces provide a 10/100 Base TX connection. Verify that all unshielded twisted pair/shielded twisted pair network cables and connectors comply with TIA-568.

Ensure wireless communications are secure and that wireless devices are Federal Communications Commission (FCC) certified. Ensure that the FCC identification number is displayed on an external label and that all detection system devices operate within their FCC frequency allocation.

Ensure cellular communications devices are compatible with the cellular carrier used by the agency responsible for system operation and maintenance. Ensure the system can be configured and monitored via one

or more communications interface.

**660-2.1.2.2.5 Video Inputs and Outputs:** Ensure that analog video inputs and outputs utilize BNC connectors.

**660-2.1.2.2.6 Solid State Detection Outputs:** Ensure outputs meet the requirements of NEMA TS2-2003, 6.5.2.26.

**660-2.1.2.2.7 Electrical Requirements:** Ensure the system operates using a nominal input voltage of 120 volts of alternating current (V<sub>AC</sub>). Ensure that the system will operate with an input voltage ranging from 89 to 135 V<sub>AC</sub>. If a system device requires operating voltages other than 120 V<sub>AC</sub>, supply a voltage converter.

**660-2.1.2.3 Microwave:** A microwave vehicle detection system (MVDS) transmits, receives, and analyzes a FCC-certified, low-power microwave radar signal to detect vehicle presence, provide a detection output, and generate volume, occupancy, and speed data.

Ensure that sidefire MVDS sensors used for data collection have a minimum 200-foot range and the capability to detect 8 lanes of traffic.

**660-2.1.2.3.1 Configuration and Management:** Ensure that the MVDS is provided with software that allows local and remote configuration and monitoring. Ensure that the system software can display detection zones and detection activations in a graphical format.

Ensure that the MVDS allows a user to edit previously

defined configuration parameters, including size, placement, and sensitivity of detection zones. Ensure that the MVDS retains its programming in

nonvolatile memory. Ensure that the detection system configuration data can be saved to a

computer and restored from a saved file. Ensure that all communication addresses are user programmable.

Ensure that the detection system software offers an open API and software development kit available to the Department at no cost for integration with third party software and systems.

**660-2.1.2.3.2 Communications:** Ensure that major components of the detection system (such as the sensor and any separate hardware used for contact closures), include a minimum of one serial or Ethernet communications interface.

Ensure the serial interface and connector conforms to TIA-232 standards. Ensure that the serial ports support data rates up to 115200 bps; error detection utilizing parity bits (i.e., none, even, and odd); and stop bits (1 or 2).

Ensure that wired Ethernet interfaces provide a 10/100 Base TX connection. Verify that all unshielded twisted pair/shielded twisted pair network cables and connectors comply with TIA-568.

Ensure wireless communications are secure and that wireless devices are FCC-certified. Ensure that the FCC identification number is displayed on an external label and that all detection system devices operate within their FCC frequency allocation.

Ensure cellular communications devices are compatible with the cellular carrier used by the agency responsible for system operation and maintenance. Ensure the system can be configured and monitored via one

or more communications interface.

**660-2.1.2.3.3 Solid State Detection Outputs:** Ensure outputs meet the requirements of NEMA TS2-2003, 6.5.2.26.

**660-2.1.2.3.4 Electrical Requirements:** Ensure the microwave detector will operate with a nominal input voltage of  $12 V_{DC}$ . Ensure the microwave detector will operate with an input voltage ranging from 89 to 135 V<sub>AC</sub>. If any system device requires operating voltages other than 120 V<sub>AC</sub>, supply a voltage converter.

Ensure that the detector is FCC-certified and that the FCC identification number is displayed on an external label. Ensure that the detector has been granted authorization to operate within a frequency range established and approved by the FCC.

**660-2.1.2.4 Wireless Magnetometer:** A wireless magnetometer detection system (WMDS) uses one or more battery-powered wireless sensors embedded in the road surface, which communicates data by radio to a roadside receiver. Wireless magnetometer systems detect vehicle presence and provide a detection output to traffic controllers or other devices that can generate volume, occupancy, and speed data.

**660-2.1.2.4.1Configuration and Management:** Ensure that the detection system is provided with software that allows local and remote configuration and monitoring.

Ensure that the WMDS allows a user to edit previously

defined configuration parameters.

Ensure that the WMDS retains its programming in

nonvolatile memory. Ensure that the detection system configuration data can be saved to a computer and restored from a saved file. Ensure that all communication addresses are user programmable.

Ensure that the detection system software offers an open API and software development kit available to the Department at no cost for integration with third party software and systems.

**660-2.1.2.4.2 Communications:** Ensure that components of the detection system (such as sensors, access points, and contact closure cards) include a minimum of one serial or Ethernet communications interface.

Ensure the serial interface and connector conforms to TIA-232 standards. Ensure that the serial ports support data rates up to 115200 bps; error detection utilizing parity bits (i.e., none, even, and odd); and stop bits (1 or 2).

Ensure that wired Ethernet interfaces provide a

10/100 Base TX connection. Verify that all unshielded twisted pair/shielded twisted pair network cables and connectors comply with TIA-568.

Ensure wireless communications are secure and that wireless devices are FCC-certified. Ensure that the FCC identification number is displayed on an external label and that all detection system devices operate within their FCC frequency allocation.

Ensure cellular communications devices are compatible

with the cellular carrier used by the agency responsible for system operation and maintenance. Ensure the system can be configured and monitored via one

or more communications interface.

**660-2.1.2.4.3 Solid State Detection Outputs:** Ensure outputs meet the requirements of NEMA TS2-2003, 6.5.2.26.

**660-2.1.2.4.4 Electrical Requirements:** Ensure the detection system will operate with an input voltage ranging from 89 to 135 V<sub>AC</sub>. If any system device requires operating voltages other than 120 V<sub>AC</sub>, supply a voltage converter.

**660-2.1.2.5** Automatic Vehicle Identification (AVI): An AVI detection system uses one or more different methods to collect information that can be used to establish a unique identifier for each vehicle detected and the time and location that the vehicle was detected. AVI detection systems collect data using radio-frequency identification (RFID), optical character recognition, magnetic signature analysis, laser profiling, Bluetooth<sup>®</sup>, or other methods to establish vehicle identifier, time, and location.

**660-2.1.2.5.1 Configuration and Management:** Ensure that the detection system is provided with software that allows local and remote configuration and monitoring.

**660-2.1.2.5.2 Communications:** Ensure that components of the detection system (such as sensors, controllers, and processing hardware) include a minimum of one serial or Ethernet communications interface.

Ensure the serial interface and connector conforms to TIA-232 standards. Ensure that the serial ports support data rates up to 115200 bps; error detection utilizing parity bits (i.e., none, even, and odd); and stop bits (1 or 2).

Ensure that wired Ethernet interfaces provide a 10/100 Base TX connection. Verify that all unshielded twisted pair/shielded twisted pair network cables and connectors comply with TIA-568.

Ensure wireless communications are secure and that wireless devices are FCC-certified. Ensure that the FCC identification number is displayed on an

external label and that all detection system devices operate within their FCC frequency allocation.

Ensure cellular communications devices are compatible with the cellular carrier used by the agency responsible for system operation and maintenance.

Ensure the system can be configured and monitored via one or more communications interface.

# 660-2.1.2.5.3 Probe Data Detector Requirements

**1. Transponder Readers:** Ensure transponder readers are compatible with multiple tag protocols, including Allegro and the protocol defined in ISO18000-6B.

**2. Bluetooth Readers:** Ensure that Bluetooth readers will operate using solar power and cellular communications. Ensure that Bluetooth readers will operate with a nominal input voltage of  $12 V_{DC}$ .

**3. License Plate Readers:** Ensure license plate readers do not require the use of visible strobes or other visible supplemental lighting.

**660-2.1.2.5.4 Electrical Requirements:** Ensure the detection system will operate with an input voltage ranging from 89 to 135  $V_{AC}$ . If any system device requires operating voltages other than 120  $V_{AC}$ , supply a voltage converter.

**660-2.1.3 Mechanical Requirements for all Detectors:** Ensure equipment is permanently marked with manufacturer name or trademark, part number, and date of manufacture or serial number. Ensure that all parts are made of corrosion-resistant materials, such as plastic, stainless steel, anodized aluminum, brass, or gold-plated metal. Ensure that all fasteners exposed to the elements are Type 304 or 316 passivated stainless steel.

**660-2.1.4 Environmental Requirements for all Detectors:** Meet the environmental requirements of NEMA TS-2-2003.

**660-2.2 Vehicle Presence Detection System Performance Requirements:** Ensure presence detectors provide a minimum detection accuracy of 98%. Ensure presence detectors meet the requirements for modes of operation in NEMA TS2-2003, 6.5.2.17.

**660-2.2.1 Vehicle Presence Detection Accuracy:** To verify conformance with the accuracy requirements in this Section and as a precondition for listing on the APL, sample data collected from the vehicle detection system will be compared against ground truth data collected during the same time by human observation or by another method approved by the FDOT Traffic Engineering Research Laboratory (TERL). Ensure sample data is collected over several time periods under a variety of traffic conditions. Weight each data sample to represent the predominant conditions over the course of a 24-hour period. Samples will consist of 15- and 30-minute data sets collected at various times of the day. Representative data periods and their assigned weights are provided in Table 660-1.

Table 660-1 Data Collection Periods			
Period	Intended To Represent	Duration	Weight
Early morning (predawn) [EM]	12:30 a.m. – 6:30 a.m.	15 minutes	24
Dawn [DA]	6:30 a.m. – 7:00 a.m.	30 minutes	2
AM Peak [AMP]	7:00 a.m. – 8:00 a.m.	15 minutes	4
Late AM Off-Peak [LAOP]	8:00 a.m. – 12:00 p.m.	15 minutes	16

Noon [NO]	12:00 p.m. – 1:00 p.m.	15 minutes	4
Afternoon Off-Peak [AOP]	1:00 p.m. – 5:00 p.m.	15 minutes	16
PM Peak [PMP]	5:00 p.m. – 6:00 p.m.	15 minutes	4
Dusk [DU]	6:00 p.m 6:30 p.m.	30 minutes	2
Night [NI]	6:30 p.m 12:30 a.m	15 minutes	24
Total Sum of Weights		96	

For instance, the sample gathered for the Late AM Off-Peak period is intended to represent typical traffic conditions between 8:00 a.m. and 12:00 p.m. Since the sample period's duration is 15 minutes and the actual period of time represented is 4 hours, the multiplication factor or weight assigned is 16, the number of 15-minute intervals in a 4 hour period.

660-2.2.1.1 Calculation of Vehicle Presence Detection Accuracy:

Compute presence detection accuracy as described in this subsection.

Determine individual lane presence detection accuracy per period by subtracting from 100 percent the absolute difference of the total time monitored and the cumulative error time, divided by total time, expressed as a percentage.

In the equation in 660-2.2.1.1.1, "EM" represents the early morning period. The variable "i" represents a detector or detection zone and could vary from 1,..., N, where "N" is the total number of detectors observed. Substitute other detector numbers and periods as necessary to determine accuracy for all detectors during each period (i.e., dawn, AM peak, late AM off peak, etc.).

Variables used in the following equations are identified as follows:

PA = Presence detection accuracy

TT = Total time

CET = Cumulative Error Time (duration of all false and missed calls) N=Total number of detectors observed

660-2.2.1.1.1 Early Morning Vehicle Presence Detection Accuracy for a Single Detector Expressed as a Percentage:

$$PA_{EM,det_{i}} = 100 - \frac{\left|TT_{EM,det_{i}} - CET_{EM,det_{i}}\right|}{TT_{EM,det_{i}}} x100$$

where:

 $PA_{EM,det_i}$  = Presence detection accuracy of detector *i* during the early morning

period.

 $TT_{EM,det_i}$  = Total time that detector *i* was monitored (for instance, the 15-minute minimum duration specified in Table 660-1 for the early morning period).

 $CET_{EM,det_i}$  = Cumulative time that detector *i* was in an error state (indicating a detection with no vehicle present or not indicating a detection when vehicle present) during the monitoring period using human observation or another method approved by the Engineer.

The period accuracy will be the arithmetic mean of all individual detector accuracies.

In the equation in 660-2.2.1.1.2, "EM" represents the early morning period and "N" is the total number of detectors tested. Substitute other periods as necessary to determine the accuracy for each period (i.e., dawn, AM peak, late AM off-peak, etc.).

660-2.2.1.1.2 Early Morning Vehicle Presence Detection Accuracy for All Detectors Expressed as a Percentage:  $\mathcal{N}$ 

$$PA_{EM} = \left| \begin{array}{c} \sum_{i=1}^{i} PA_{EM, \det_i} \\ N \end{array} \right|$$

Where:

 $PA_{FM}$  = Average accuracy of all detectors during the early morning.  $PA_{EM det}$  = Accuracy of detector *i* during early morning.

Calculate the roadway segment accuracy over all periods using the equation in

660-2.2.1.1.3.

# 660-2.2.1.1.3 Total Vehicle Presence Detection Accuracy for All **Detectors Expressed as a Percentage:**

$$PA_{Total} = \left[PA_{EM} \frac{x24 + PA_{DA}x2 + PA_{AMP}x4 + PA_{LAOP}x16 + PA_{NO}x4 + PA_{AOP}x16 + PA_{PMP}x4 + PA_{DU}x2 + PA_{NI}x24\right]}{96}$$

Where<sup>.</sup>

*PA<sub>Total</sub>* =Accuracy for all detectors for all periods  $PA_{EM}$  = Accuracy of all detectors during early morning traffic conditions  $PA_{DA}$  = Accuracy of all detectors during dawn traffic conditions

 $PA_{AMP}$  = Accuracy of all detectors during AM peak traffic conditions

 $PA_{LAOP}$  = Accuracy of all detectors during late AM off-peak traffic conditions

 $PA_{NO}$  = Accuracy of all detectors during noon traffic conditions

 $PA_{AOP}$  = Accuracy of all detectors during afternoon off-peak traffic conditions

 $PA_{PMP}$  = Accuracy of all detectors during PM peak traffic conditions

 $PA_{DU}$  = Accuracy of all detectors during dusk traffic conditions

 $PA_{NI}$  = Accuracy of all detectors during night traffic conditions

**Testing:** Verify presence detection accuracy at installed field sites using a reduced method similar to that described in 660-2.2.1.1. Compare sample data collected from the detection system with ground truth data collected by human observation. For site acceptance tests, collect samples and ground truth data for each site for a minimum of five minutes during a peak period and five minutes during an off-peak period. For presence detection at intersections, ensure there are a minimum of three detections for each signal phase. Perform site acceptance tests in the presence of the Engineer.

660-2.3 Traffic Data Detection System Performance Requirements: Provide a vehicle detection system capable of meeting the minimum total roadway segment accuracy levels of 95% for volume, 90% for occupancy, and 90% for speed for all lanes, up to the maximum number of lanes that the device can monitor as specified by the manufacturer.

660-2.3.1 Data Accuracy: To verify conformance with the accuracy requirements in this Section and as a precondition for listing on the APL, sample data collected

660-2.2.1.2 Vehicle Presence Detection System Field Acceptance

from the vehicle detection system will be compared against ground truth data collected during the same time by human observation or by another method approved by the TERL. Ensure sample data is collected over several time periods under a variety of traffic conditions. Weight each data sample to represent the predominant conditions over the course of a 24-hour period. Samples will consist of 15- and 30-minute data sets collected at various times of the day. Representative data periods and their assigned weights are provided in Table 660-1.

**660-2.3.1.1 Calculation of Volume Accuracy:** Determine individual lane volume accuracy per period by subtracting from 100 percent the absolute difference of the total volume measured by the detector and the ground truth volume measurement, divided by the ground truth volume measurement, expressed as a percentage.

In the equation in 660-2.3.1.1.1, "EM" represents the early morning period. The subscript "i" represents a lane at the detection zone on the roadway segment and could vary from 1,..., N, where "N" is the maximum number of lanes being detected. Substitute other lane numbers and periods as necessary to determine the accuracy for each lane during each period (i.e., dawn, AM peak, late AM off-peak, etc.).

as follows:

Variables and subscripts used in the equations below are identified

VT = Total volume VD = Vehicle detection data (in this case, count data)

GT = Ground truth measurement utilizing a reliable method approved by

the Engineer.

VA = Volume accuracy

## 660-2.3.1.1.1 Early Morning Volume Accuracy for a Lane

**Expressed as a Percentage:** 

$$VA_{EM,\ln_{i}} = 100 - \frac{\left|VT_{EM,VD,\ln_{i}} - VT_{EM,GT,\ln_{i}}\right|}{VT_{EM,GT,\ln_{i}}} x100$$

Where:

 $VA_{EM,ln_i}$  = Volume accuracy for early morning traffic conditions in the *i*<sup>th</sup> lane.

 $VT_{EM,VD,h_i}$  = Total volume for the 15-minute early morning period using the vehicle detector in the *i*<sup>th</sup> lane.

 $VT_{EM,GT,h_i}$  = Total volume for the 15-minute early morning period in the *i*<sup>th</sup> lane using human observation or another method approved by the Engineer.

The period volume accuracy will be the arithmetic mean of the lane volume accuracy over all lanes.

In the equation in 660-2.3.1.1.2, "EM" represents the early morning period and "N" is the total number of lanes of detection on the roadway segment under test. Substitute other periods as necessary to determine the accuracy for each period (i.e., dawn, AM peak, late AM off-peak, etc.).

660-2.3.1.1.2 Early Morning Volume Accuracy Expressed as a

## **Percentage:**

$$VA_{EM} = \begin{pmatrix} \sum_{i=1}^{N} VA_{EM, \ln_i} \\ \vdots \\ N \end{pmatrix}$$

Where:

 $VA_{EM}$  = Average volume accuracy for early morning traffic conditions for all

lanes.

 $VA_{EM,ln_i}$  = Volume accuracy for early morning traffic conditions in the *i*<sup>th</sup> lane.

Calculate the total volume accuracy over all periods using

the equation in 660-2.3.1.1.3.

#### 660-2.3.1.1.3 Total Volume Accuracy Expressed as a

#### **Percentage:**

$$VA_{Total} = \frac{\left[VA_{EM} x24 + VA_{DA} x2 + VA_{AMP} x4 + VA_{LAOP} x16 + VA_{NO} x4 + VA_{AOP} x16 + VA_{PMP} x4 + VA_{DU} x2 + VA_{NI} x24\right]}{96}$$

Where:

 $VA_{Total}$  = Volume accuracy for all lanes for all periods  $VA_{EM}$  = Volume accuracy for early morning traffic conditions  $VA_{DA}$  = Volume accuracy for dawn traffic conditions  $VA_{AMP}$  = Volume accuracy for AM peak traffic conditions  $VA_{LAOP}$  = Volume accuracy for late AM off-peak traffic conditions  $VA_{NO}$  = Volume accuracy for noon traffic conditions  $VA_{AOP}$  = Volume accuracy for afternoon off-peak traffic conditions  $VA_{PMP}$  = Volume accuracy for PM peak traffic conditions  $VA_{DU}$  = Volume accuracy for dusk traffic conditions  $VA_{AII}$  = Volume accuracy for night traffic conditions 660-2.3.1.2 Calculation of Speed and Occupancy Accuracy: Calculate

speed accuracy as discussed in this subarticle. Calculate occupancy accuracy using similar methods.

For computing the accuracy of the detector speed measurement, the average speed readings obtained from the detection system are compared to ground truth values.

The equation in 660-2.3.1.2.1 represents the ground truth average speed computation procedure for a particular lane during a specific time period. The equation in 660-2.3.1.2.2 represents the average speed computation procedure for a particular lane during a specific time period using data gathered from the detection system.

In the equations in 660-2.3.1.2.1 and 660-2.3.1.2.2, the time period described is the early morning period, represented by "EM", and the subscript "k" represents a vehicle traveling on the roadway and could vary from 1,..., K, where "K" is the total number of vehicles in lane i during the time period under consideration. The subscript "i" represents a lane in a roadway and could vary from 1,..., N, where "N" is the total number of lanes of detection on the roadway segment. Substitute other lanes and periods as necessary and compute the accuracy for each lane for all time periods.

Variables and subscripts used in the equations below are identified

as follows:

SA = Speed accuracy
S = Speed of an individual vehicle
K= Total number of vehicles in lane during time period
veh = Vehicle
660-2.3.1.2.1 Early Morning Average Ground Truth Speed:

$$S_{Avg,EM,GT,\ln_{i}} = \frac{1}{K} \sum_{k=1}^{K} S_{EM,GT,\ln_{i},veh_{k}}$$

Where:

 $SA_{Avg,EM,GT,ln_i}$  represents the average ground truth vehicle speed for the *i*<sup>th</sup> lane during the early morning period.

 $S_{EM,GT,ln_{i}veh_{k}}$  represents the ground truth speed for the  $k^{th}$  vehicle in the  $i^{th}$  lane during the early morning period using human observation or another method approved by the Engineer.

# 660-2.3.1.2.2 Early Morning Average Vehicle Detector Speed:

$$S_{Avg,EM,VD,\ln_{i}} = \frac{1}{K} \sum_{k=1}^{K} S_{EM,VD,\ln_{i},veh_{k}}$$

Where:

 $S_{Avg,EM,VD,ln}$  represents the average speed recorded by the vehicle detector for the i<sup>th</sup> lane during the early morning period.

 $S_{EM,VD,ln_i,veh_k}$  represents the speed for the k<sup>th</sup> vehicle in the i<sup>th</sup> lane during the early morning period using the vehicle detector.

Determine lane speed accuracy per period by subtracting from 100 percent the absolute difference of the average lane speed measured by the detector and the average lane ground truth speed, divided by the average lane ground truth speed, expressed as a percent.

In the equation in 660-2.3.1.2.3, "EM" represents the early

morning period. The subscript "*i*" represents a lane of detection on a roadway and could vary from 1,...,N, where "N" is the total number of lanes of detection on the roadway segment. Substitute other lanes as necessary to determine the accuracy for each period (i.e., dawn, AM peak, late AM off-peak, etc.).

### 660-2.3.1.2.3 Early Morning Lane Speed Accuracy Expressed

#### as a Percentage:

$$SA_{Avg'EM, \ln_{i}} = 100 - \frac{\left|S_{Avg, EM, VD, \ln_{i}} - S_{Avg, EM, GT, \ln_{i}}\right|}{S_{Avg, EM, GT, \ln_{i}}} \times 100$$

Where:

 $SA_{Avg,EM,h_i}$  represents the average speed accuracy during early morning traffic conditions for all vehicles that traveled in lane i of the roadway segment.

The period speed accuracy will be the arithmetic mean of

the lane speed accuracy, computed using the equation in 660-2.3.1.2.3, over all lanes.

In the equation in 660-2.3.1.2.4, "EM" represents the early morning period. The subscript "i" represents a lane of detection on a roadway and could vary from 1,..., N, where "N" is the maximum number of lanes on the roadway segment. Substitute data as necessary to determine the accuracy for each period (i.e., dawn, AM peak, late AM off-peak, etc.).

**Percentage:** 

### 660-2.3.1.2.4 Early Morning Speed Accuracy Expressed as a

$$SA_{EM} = \begin{pmatrix} \sum_{i=1}^{N} SA_{Avg, EM, \ln_i} \\ N \end{pmatrix}$$

Where:

 $SA_{EM}$  represents the average speed accuracy during early morning traffic conditions for all lanes of detection on the roadway segment.

Calculate detector speed accuracy for the roadway segment over all periods using the equation in 660-2.3.1.2.5.

### 660-2.3.1.2.5 Total Roadway Segment Accuracy Expressed as a

### **Percentage:**

$$SA_{Total} = \frac{[SA_{EM}x24 + SA_{DA}x2 + SA_{AMP}x4 + SA_{LAOP}x16 + SA_{NO}x4 + SA_{AOP}x16 + SA_{PMP}x4 + SA_{DU}x2 + SA_{NI}x24]}{96}$$

Where:

 $SA_{Total}$  = Speed accuracy for all lanes for all periods  $SA_{EM}$  = Speed accuracy for early morning traffic conditions  $SA_{DA}$  = Speed accuracy for dawn traffic conditions  $SA_{AMP}$  = Speed accuracy for AM peak traffic conditions  $SA_{LAOP}$  = Speed accuracy for late AM off-peak traffic conditions  $SA_{NO}$  = Speed accuracy for noon traffic conditions  $SA_{AOP}$  = Speed accuracy for afternoon off-peak traffic conditions  $SA_{AOP}$  = Speed accuracy for PM peak traffic conditions  $SA_{PMP}$  = Speed accuracy for dusk traffic conditions  $SA_{DU}$  = Speed accuracy for dusk traffic conditions  $SA_{NI}$  = Speed accuracy for night traffic conditions

**660-2.3.1.3 Traffic Data Detection System Field Acceptance Testing:** Verify detector data accuracy at installed field sites using a reduced method similar to those described in 660-2.3.1. Compare sample data collected from the detection system with ground truth data collected by human observation. For site acceptance tests, collect samples and ground truth data for each site for a minimum of five minutes during a peak period and five minutes during an off-peak period. Perform site acceptance tests in the presence of the Engineer.

**660-2.4 Probe Data Detection System Performance Requirements:** Ensure that probe data detectors establish a unique and consistent identifier for each vehicle detected and the time and location that the vehicle was detected. Ensure that probe detectors provide a minimum penetration rate of 75%. Ensure probe data detection systems that match upstream and

downstream detection of the same vehicle provide a minimum match rate of 5%. Ensure probe data detection systems meet a minimum total roadway segment speed and travel time accuracy level of 90%. Verify system performance over several time periods under a variety of traffic conditions as described in 660-2.2.1.

**660-2.4.1 Calculation of Penetration Rate:** Penetration rate is defined as the volume of vehicles detected, identified, and time stamped divided by the number of qualified vehicles that passed within the detection area of the probe detector.

### 660-2.4.1.1 Early Morning Penetration Rate Expressed as a

**Percentage:** 

$$PR_{_{EM}} = 100 - \frac{\left|R_{_{EM,VD}} - V_{_{EM,GT}}\right|}{V_{_{EM,GT}}} \times 100$$

Where:

 $PR_{EM}$  = Penetration Rate for early morning.

 $R_{EM,VD}$  = Number of unique vehicle records captured by the vehicle detector.

 $V_{EM,GT}$  = Total volume of vehicles that pass the detection area for the 15-minute

early morning period using human observation or another method approved by the Engineer.

**660-2.4.1.2 Calculation of Match Rate:** Match rate is the percentage of the total vehicle population of a road segment that is detected and matched at consecutive probe data detection sites.

### 660-2.4.1.2.1 Early Morning Match Rate Expressed as a

#### **Percentage:**

$$MR_{EM} = 100 - \frac{|M_{EM,VD} - V_{EM,GT}|}{V_{EM,GT}} \times 100$$

Where:

 $MR_{EM}$  = Match Rate for early morning.

 $M_{EM,VD}$  = Number of matched detections between two probe vehicle detection sites (typically a pair of sites at each end of a roadway segment) during early morning.

 $V_{EM,GT}$  = Total volume of vehicles that pass the detection area for the 15-minute early morning period using human observation or another method approved by the Engineer.

660-2.4.1.3 Calculation of Probe Data Detection System Speed and Travel Time Accuracy: Calculate speed and travel time accuracy by comparing the speeds and travel times reported by the system against ground truth collected through human observation or another method approved by the Engineer.

### 660-3 Installation Requirements.

**660-3.1 Installation Requirements for all detectors:** Install, configure, and demonstrate a fully functional vehicle detection system as shown in the Plans. Connect all field equipment to the existing communication network, and provide all materials specified in the Contract Documents. Install all equipment according to the manufacturer's recommendations.

Ensure that above-ground detectors can be mounted on existing poles or sign structures, or on new poles, as shown in the Plans. Furnish all equipment with the appropriate power and communication cables. Install the power cable and the communication cables according to the manufacturer's recommendation. Ensure that the cables comply with NEC sizing requirements and meet all other applicable standards, specifications, and local code requirements.

Do not install communication cables in the same conduit or pull boxes as power cables carrying voltage greater than  $24 V_{DC}/V_{AC}$  or current in excess of 1.5 amps.

Cut all wires to their proper length before assembly. Do not double back any wire to take up slack. Neatly lace wires into cables with nylon lacing or plastic straps. Secure cables with clamps and provide service loops at all connections.

In the event that power to the vehicle detection system or a subcomponent thereof is interrupted, ensure that the equipment automatically recovers after power is restored. Ensure that all programmable system settings return to their previous configurations and the system resumes proper operation.

**660-3.2 Inductive Loop Detector Installation:** Install vehicle loops in accordance with the manufacturer's instructions and the Design Standards, Index No. 17781.

**660-3.2.1 Inductive Loop-Detector Units:** Adjust the operating frequency of each detector unit, if required, to prevent crosstalk of the units.

**660-3.2.2 Saw Cuts:** Use a chalk line or equivalent method to outline the perimeter of the loop on the pavement and routes for lead-in cables. Do not allow the saw cut in the pavement to deviate by more than 1 inch from the chalked line. Ensure that all saw cuts are free of any dust, dirt, or other debris and completely dry prior to installation of the loop wire, loop wire twisted pair lead, or lead-in cable.

Ensure that the top conductor of the loop wire or lead-in cable is a minimum of 1 inch below the final surface of the roadway.

**660-3.2.3 Loop Wire:** Ensure that all loops are wound in a clockwise manner and the first turn of the loop wire is placed in the bottom of the saw cut, with each subsequent turn placed on top of the preceding turn. Push the loop wire to the bottom of the saw cut with a non-metallic tool which will not damage the insulation.

Tag and identify the clockwise "lead" of each loop.

Use alternate polarity on adjacent loops.

Ensure that the hold down material is non-metallic, is placed in the saw slot using segments 1 to 2 inches long, spaced 12 inches apart, and that the distance from the top of the hold down material to the final surface of the roadway is not less than 1-1/2 inches.

**660-3.2.4 Loop Wire Twisted Pair Lead:** Create a loop wire twisted pair lead by twisting the loop wire pair a minimum of 10 turns per foot to form a loop wire twisted pair lead from the edge of the loop to the pull box located adjacent to the roadway. Place only one loop wire twisted pair lead in a saw cut. Ensure that the distance between a twisted loop wire pair lead within the roadway is a minimum of 6 inches from any other twisted loop wire pair lead or loop, until they are within 1 foot of the edge of pavement or curb, at which point they may be placed closer together.

Provide a minimum of 3 feet of twisted loop wire pair lead in the pull box located adjacent to the roadway. Do not route twisted loop wire pair lead directly through conduits to the cabinet, unless otherwise shown in the Plans.

**660-3.2.5 Loop Sealant:** Prepare and apply loop sealant in accordance with the manufacturer's instructions. Ensure that the loop sealant has cured completely before allowing vehicular traffic to travel over the sealant.

**660-3.2.6 Shielded Lead-in Cable:** Place the lead-in cable in the bottom of the saw cut. Do not damage the insulation.

Install no more than four lead-in cables in a saw cut. Ensure that the hold down material is not longer than 1 inch and that the distance from the top of the hold down material to the final surface of the roadway is not less than 1-1/2 inches.

**660-3.2.7 Splicing:** Perform the splicing in a pull box located off the roadway, not in the roadway itself.

Splice the black conductor of the lead-in cable to the clockwise "lead" of the loop.

Ensure that the ends of the cable jackets, twisted pair, and lead-in are encased in the loop splice material.

Ensure that each loop has an individual return to the cabinet and series splicing is performed on a separate terminal block in the cabinet.

**660-3.2.8 Terminations:** Using insulated terminal lugs, terminate lead-in cables or twisted pair loop wire on a terminal strip, which is located in the controller or detector cabinet. Use a calibrated ratchet type crimping tool to attach the lugs to the conductors of the lead-in cable or twisted loop wire.

**660-3.2.9 Loop Assembly Identification:** Identify and tag each loop assembly in the controller or detector cabinet by lane and movement number.

# 660-3.2.10 Inductive Loop Detector Testing and Turn-on:

**660-3.2.10.1 Series Resistance:** Obtain Department of Transportation Traffic Signal Resistance Measurement Data Sheets from the Engineer. Measure and record the series resistance of each loop assembly on these data sheets. Leave a copy in the controller cabinet.

If the series resistance of a loop assembly is greater than  $10 \Omega$ , inspect the loop assembly to find the cause of the excessive resistance. Correct the cause of the excessive resistance at no additional cost to the Department.

**660-3.2.10.2 Insulation Resistance:** Measure and record the insulation resistance of each loop assembly and verify that the resistance is greater than 100 M $\Omega$ . Use a 500 V<sub>DC</sub> insulation tester to measure the resistance. Reference all measurements to a good earth ground (ground rod, metallic water pipe, etc.). Disconnect the transient suppression devices from the loop assemblies before taking any measurements. If the insulation resistance is less than 100 M $\Omega$ , determine if the lead-in cable or the loop wire is causing the problem, and replace the defective cable or loop wire at no additional cost to the Department.

**660-3.2.10.3 Loop Detector Turn-on:** Connect the loop assemblies to the appropriate inductive loop vehicle detectors and tune the detectors in accordance with the manufacturer's instructions. Separate the operating frequencies of vehicle detectors, in adjacent lanes, by at least 2 kHz. Verify operation proper operation in accordance with 660-2.2.1.2.

**660-3.3 Video Detector Installation:** Install cameras and configure detection zones and settings in accordance with the Contract Documents, manufacturer's recommendations, and as directed by the Engineer. Submit configuration settings (including, but not limited to, detector names, communication settings, and output assignments) and configuration file backups to the Engineer. Submit a graphical depiction of each camera site, its pole location, mounting height, the ratio of distance away from the camera versus the mounting height, the camera's mounting type (i.e., pole or structure), camera aiming procedures, and the placement of the proposed detection zone for each lane.

Do not use coaxial cable runs in excess of 500 feet. Mount and aim cameras in a manner that eliminates as much environmentally generated glare as possible.

**660-3.4 Microwave Detector Installation:** Install detector and configure detection zones and settings in accordance with the Contract Documents, manufacturer's recommendations, and as directed by the Engineer. Submit configuration settings (including, but not limited to, detector names, communication settings, and output assignments) and configuration file backups to the Engineer.

**660-3.5 Wireless Magnetometer Installation:** Install in accordance with the Contract Documents, manufacturer's recommendations, and as directed by the Engineer. Ensure that materials used for the installation of magnetometers in the road surface have cured completely before allowing vehicular traffic to travel over them.

**660-3.6 AVI Detector Installation:** Install in accordance with the Contract Documents, manufacturer's recommendations, and as directed by the Engineer.

# 660-4 Warranty.

Ensure that the detection system has a manufacturer's warranty covering defects for a minimum of 2 years from the date of final acceptance by the Engineer in accordance with 5-11 and Section 608.

Ensure the warranty includes providing replacements, within 10 calendar days of notification, for defective parts and equipment during the warranty period at no cost to the Department or the maintaining agency.

# 660-5 Method of Measurement.

The Contract unit price for each inductive loop detector and per assembly for loop assembly will include all equipment, materials as specified in the Contract Documents, and all labor, equipment, and miscellaneous materials necessary for a complete and accepted installation.

The Contract unit price for each component of an MVDS, VVDS, WMDS, or AVI detection system will include furnishing, placement, and testing of all materials and equipment, and for all tools, labor, equipment, hardware, operational software packages and firmware, supplies, support, personnel training, shop drawings, warranty documentation, and incidentals necessary to complete the work.

# 660-6 Basis of Payment.

Price and payment will be full compensation for all work specified in this Section. Payment will be made under:

Item No. 660-1	Inductive Loop Detector – each.
Item No. 660-2	Loop Assembly – per assembly.
Item No. 660-3	Vehicle Detection System - Microwave – each.
Item No. 660-4	Vehicle Detection System – Video – each.
Item No. 660-5	Vehicle Detection System – Wireless Magnetometer –
	each.
Item No. 660-6	Vehicle Detection System - AVI – each.

# SECTION 665 PEDESTRIAN DETECTION SYSTEM

## 665-1 Description.

Install a pedestrian detection system. Use pedestrian detection systems and components listed on the Department's Approved Product List (APL). Pedestrian detection systems are classified into two categories: Standard Pedestrian Pushbutton Detectors and Accessible (Audible/Tactile) Pedestrian Pushbutton Detectors. The components of the pedestrian detection system include pushbuttons, pedestrian actuation signs, electronics, wiring, and mounting hardware.

# 665-2 Materials.

**665-2.1 Standard Pedestrian Pushbutton Detector:** Pushbuttons must be raised from or flush with their housings and be a minimum of 2 inches in the smallest dimension. The pushbutton must require no more than 5 pounds of force to activate. The detector must be weather-tight and tamper resistant.

**665-2.1.1 Housing:** The housing must be a two piece unit consisting of a base housing and a removable cover. The housing must be cast aluminum meeting the physical characteristics and chemical content established in ASTM B26 for alloys S5A and CS72A.

The housing or adapter (saddle) must conform to the shape of a pole and provide a flush, secure fit. Saddles must be of the same material and construction as the housing. Pushbuttons for wood pole mounting must have threaded holes for 1/2 inch conduit provided in the housing top or bottom. A 3/4 inch hole with an insulated bushing shall be provided through the back of the housing. Unused openings shall be closed with a weatherproof closure and painted to match the housing.

The housing must have a powder-coat finish and painted in accordance with Military Standard MIL-PRF-24712A. The housing must be permanently marked with manufacturer name or trademark, part number, date of manufacture, and serial number.

**665-2.1.2 Pushbutton:** The pushbutton must include a normally open, mechanical phenolic enclosed, positive-acting, spring-loaded, snap-action switch with single pole, single throw contacts or Piezo driven solid state switch rated for a minimum of 50 V. The switch, when activated, must give an audible (i.e., click) or visual indication of actuation. Switch connections inside the housing must allow wiring and installation without binding. The switch must have a design life of one million operations (minimum) at rated load.

**665-2.1.3 Electrical Requirements:** The wiring must be No. 18 AWG stranded (minimum) with 600 V outdoor insulation rating.

**665-2.2** Accessible (Audible/Tactile) Pedestrian Pushbutton Detector: The accessible pedestrian pushbutton detector must consist of all electronic control equipment, wiring, mounting hardware, pushbuttons, and pedestrian actuation signs designed to provide both a pushbutton with a raised, vibrating tactile arrow on the button as well as a variety of audible indications for differing pedestrian signal functions.

**665-2.2.1 Electronic Control Equipment:** The accessible pedestrian pushbutton detector must include electronic control equipment that is programmable and adjustable using a laptop computer or vendor supplied programmer. Electronic control equipment must be able to be installed within a traffic controller cabinet or within a pedestrian signal housing. Electronic control equipment installed within a traffic controller cabinet must allow the use of up to

16 pushbuttons (4 maximum per channel) with a single traffic controller cabinet. The accessible pedestrian pushbutton detector must receive timing from Walk and Don't Walk signals.

**665-2.2.1.1 Audible Messages:** Audible messages must be programmable. All audible messages and tones must emanate from the accessible pedestrian pushbutton housing. The accessible pedestrian pushbutton detector must utilize digital audio technology. The system shall have, at a minimum, three programmable locator tones. The accessible pedestrian pushbutton detector must have independent minimum and maximum volume limits for the Locator Tone, Walk, and Audible Beaconing features. The Wait message must only annunciate once per actuation.

**665-2.2.1.2 Pushbutton locator tone:** The accessible pedestrian pushbutton detector must provide independent ambient sound adjustment for the locator tone feature. The accessible pedestrian pushbutton detector must allow the locator tone to be deactivated.

**665-2.2.1.3 Vibrating Pushbutton (VPB):** The accessible pedestrian pushbutton detector must include a Vibrating Pushbutton (VPB). The VPB must be a single assembly containing an ADA compliant, vibro-tactile, directional arrow button, weatherproof audible speaker and pedestrian actuation sign with optional placard Braille messages. The VPB tactile arrow must be 2 inches in length, be field adjustable to two directions, and require no more than 5 pounds of applied force to activate.

**665-2.2.1.4 Conflict Monitoring:** The accessible pedestrian pushbutton detector must monitor the Walk condition for conflict operation. The accessible pedestrian detector system must disable the Walk functionality if a conflict is detected.

**665-2.2.1.5 Cabinet Control Unit (CCU):** The accessible pedestrian pushbutton detector may include a CCU for interfacing and connecting the system. The CCU shall have labeled LED indicators for each channel operation. The CCU must reset upon loss of internal communication.

**665-2.2.2 Inputs and Outputs:** All inputs and outputs must use Mil-Spec Multipin connectors.

**665-2.2.2.1 Inputs:** Walk and Don't Walk inputs must be optically isolated 80-150 volts AC/DC, 5mA max. General purpose inputs must be optically isolated 10-36 volts AC/DC, 10mA max.

**665-2.2.2 Outputs:** Outputs must be optically isolated 36 volts AC/DC peak, 300mA solid state fused contact closures. CCUs must include a normally open relay contact fault output.

**665-2.2.3 Communication:** The CCU must include an Ethernet interface. The CCU must have an integral web server that provides information on audible/tactile pedestrian-pushbutton detector status, access to event logs, and provides for remote Configuration of accessible pedestrian pushbutton detector system options. VPBs must include an Ethernet, serial, or USB programming interface.

**665-2.3 Electrical:** All wiring must meet applicable NEC requirements. The accessible pedestrian pushbutton detector must operate using a nominal input voltage of 120 volts alternating current (VAC). If any device requires nominal input voltage of less than 120 VAC, furnish the appropriate voltage converter.

Accessible pedestrian pushbutton detector control electronics that are mounted in a pedestrian signal head must be able to receive power from the Walk and Don't Walk circuits of the signal head. Control electronics shall not require more than four wires for each pushbutton connection, and no more than two wires for each controller pedestrian input. Voltage at the pushbutton shall not exceed 24 VAC.

**665-2.4 Mechanical:** Equipment must be permanently marked with manufacturer name or trademark, part number, date of manufacture, and serial number. Do not use self-tapping screws on the exterior of the assembly.

Ensure that all parts are made of corrosion-resistant materials, such as plastic, stainless steel, anodized aluminum, brass, or gold-plated metal. Ensure that all assembly hardware, including nuts, bolts, external screws and locking washers less than 5/8 inch in diameter, are Type 304 or 316 passivated stainless steel. Stainless steel bolts, screws and studs must meet ASTM F593. Nuts must meet ASTM F594. All assembly hardware greater than or equal to 5/8 inch in diameter must be galvanized. Bolts, studs, and threaded rod must meet ASTM A307. Structural bolts must meet ASTM A325.

Enclosures must have a NEMA 4X rating. Pushbutton housings for intersections must be black.

**665-2.5 Environmental:** Ensure equipment performs all required functions during and after being subjected to the environmental testing procedures described in NEMA TS2, Sections 2.2.7, 2.2.8, and 2.2.9.

# 665-3 Warranty.

Ensure that pedestrian detection systems have a manufacturer's warranty covering defects for a minimum of 5 years from the date of final acceptance by the Engineer in accordance with 5-11 and Section 608. Ensure the warranty includes providing replacements, within 10 calendar days of notification, for defective parts and equipment during the warranty period at no cost to the Department or the maintaining agency.

# 665-4 Installation.

Install pedestrian detectors at the locations and in a manner as shown in the Plans and Design Standards, Index No. 17784. Ensure all detectors are the same manufacturer and model.

Pushbuttons mounted on wood poles must be serviced by a conduit riser. Pushbuttons mounted on steel or aluminum (poles, pedestals, or posts) must be serviced by wiring inside the pole. Pushbuttons mounted on existing concrete poles may be serviced by a conduit riser. Pushbuttons mounted on new concrete poles or pedestals must be serviced by wiring on the inside.

A pedestrian actuation sign must be included with each pushbutton assembly. Provide the sign type, size and legend as specified on the plans or as directed. Tactile arrows of accessible pedestrian pushbuttons must align parallel with the direction of the crossing.

The Engineer will direct any variation from the locations shown. When mounting, place the detector housing or saddle in complete contact with the pole or controller cabinet. When a post is required in the installation of the pedestrian detector, restore the area around the post to its original condition or as required by the Plans.

# 665-5 Method of Measurement.

The Contract unit price for pedestrian detectors, will be paid per each, and will include the pedestrian actuation sign, all mounting hardware, wiring, materials and equipment, and all labor and miscellaneous materials necessary for a complete and accepted installation. Payment for poles, pedestals, and posts will be made under their respective pay item numbers.

# 665-6 Basis of Payment.

Price and payment will be full compensation for all work specified in this Section. Payment will be made under:

Item No. 665- 1-Pedestrian Detector - each.Item No. 646- 1-Pedestrian Detector Post - each.

# TRAFFIC CONTROLLER ASSEMBLIES

# 670-1 Description.

Furnish and install a traffic controller assembly or flashing intersection control beacon controller assembly as shown in the Plans. Meet the requirements of Section 603.

# 670-2 Materials.

Use a traffic controller assembly or intersection control beacon controller assembly listed on the Department's Approved Product List (APL). Traffic controller assemblies and intersection control beacon controller assemblies must be permanently marked with manufacturer name or trademark, part number and serial number. Markings must be visible after installation.

Provide a traffic controller assembly consisting of a traffic controller, traffic controller accessories (including monitors, load switches, flasher, flash transfer relay, power supplies), and other equipment wired into a controller cabinet to make a complete and operational assembly. All traffic controller assemblies must provide functionality that meets or exceeds operational characteristics, including NTCIP support, as described in NEMA TS-2-2003.

670-2.1 Traffic Controller: Meet the requirements of Section 671.

**670-2.2 Traffic Controller Accessories:** Meet the requirements of Section 678.

670-2.3 Controller Cabinet: Meet the requirements of Section 676.

**670-2.4 Flashing Intersection Control Beacon Controller Assembly:** A flashing intersection control beacon controller assembly must consist of a Type 3 flasher wired into a Type 1 controller cabinet to make a complete and operational assembly.

# 670-3 Installation Requirements.

670-3.1 Controller Cabinets: Meet the requirements of Section 676.

670-3.2 Field Wiring: Meet the requirements of Sections 632 and 676.

670-3.3 Grounding: Meet the requirements of Sections 620 and 676.

**670-3.4 Equipment Placement:** Install all equipment in the cabinet in accordance with the manufacturer's recommendations.

# 670-4 Method of Measurement.

The Contract unit price per assembly for traffic controller assembly or intersection control beacon controller assembly will include all labor, equipment, and miscellaneous materials necessary for a complete and accepted installation.

# 670-5 Basis of Payment.

Prices and payments will be full compensation for all work specified in this Section. Payment will be made under:

Item No. 670- 4-	Intersection Control Beacon Controller Assembly - per
	assembly.
Item No. 670- 5-	Traffic Controller Assembly - per assembly.

# SECTION 685 TRAFFIC CONTROL SYSTEM AUXILIARIES

# 685-1 Description.

Furnish and install traffic control system auxiliaries as shown in the Plans.

# 685-2 Materials.

**685-2.1: General:** Use traffic control system auxiliaries listed on the Department's Approved Product List (APL). Equipment must be permanently marked with the manufacturer's name or trademark, model/part number and serial number or date of manufacture.

**685-2.2 Uninterruptible Power Supply (UPS):** Use a line interactive or online/doubleconversion UPS as shown in the Plans. UPS assemblies must be designed for installation in a roadside NEMA 3R enclosure to provide battery backup functionality for traffic control systems, including traffic signal and intelligent transportation system (ITS) devices. UPS assemblies must include batteries provided by the UPS manufacturer or in accordance with manufacturer's requirements.

Loss of utility power, transfer from utility power to battery power, and transfer back to utility power must not interfere with normal operation of connected equipment. In the event of UPS failure or battery depletion, connected equipment must be energized automatically upon restoration of utility power.

The UPS must operate in hot standby mode with power transfer being accomplished in 40 milliseconds or less.

Removal and replacement of the UPS must not disrupt the operation of the equipment being protected.

All harnesses necessary to connect and operate the system must be included. All connectors must be keyed to prevent improper connection.

**685-2.2.1 Configuration and Management:** Provide a UPS that supports local and remote configuration and management, including access to all user-programmable features as well as alarm monitoring, event logging, and diagnostic utilities.

Configuration and management functions must be password protected.

Alarm function monitoring must include the following: loss of utility power, inverter failure, low battery, battery temperature, and inverter active/utility fail. The UPS must include an event log that indicates the date and time of the following events: AC high, AC low, AC frequency high, AC frequency low, AC fail/blackout, overload, over temperature, battery voltage high, battery voltage low, battery disconnected, battery temperature high, temperature probe disconnected, and short circuit. The UPS event log must be able to store a minimum of 200 events.

The UPS must include a front panel display and controls that allows programming of configurable parameters, features, and functions without the need for another input device. The UPS must have visual indications for Power-On, Mode of Operation (utility power or inverter), Battery Status, Alarm Status, Load Levels, and AC Output Voltage.

**685-2.2.2 Communication Interfaces:** Provide a serial data connection port and an Ethernet port (RJ45) for local control using a laptop PC and remote control via a network connection.

**685-2.2.3 Batteries:** Use only AGM or Gel type external batteries. Batteries must be sealed and require no maintenance, cause no corrosion, and be capable of maintaining 80% of original capacity and performance for a minimum of five years.

The UPS must be supplied with a wiring harness for battery connections. The battery wiring harness must allow 6 feet of separation between the UPS and its battery bank. Battery terminals must include a protective covering to prevent accidental spark or shorting.

The UPS must include battery management functions that includes active or equalized balancing; monitoring of temperature, voltage, and amperage of charge and discharge; and temperature compensated automatic charging to maximize the life of the batteries.

**685-2.2.4 Electrical:** UPS assemblies used to provide backup power in an ITS cabinet must provide a minimum of 350 watts (at  $120V_{AC}$ ) of continuous backup power for a minimum of two hours unless otherwise shown in the Plans.

UPS assemblies used to provide backup power in a traffic signal controller cabinet must provide a minimum 400 watts (at 120V<sub>AC</sub>) of continuous power for a minimum of 6.5 hours unless otherwise shown in the Plans.

Frequency must be regulated to 60 Hz, plus or minus 0.5 Hz, while the UPS is supplying power. The UPS must operate on 85 to 154  $V_{AC}$  without requiring assistance from the batteries.

Double-conversion UPS must be capable of simultaneously producing fully regenerated and regulated, conditioned, True Sine Wave power and hot standby AC output, and have a minimum operating efficiency of 90%. Ensure the UPS is listed to the requirements of UL 1778. Upstream back-feed voltage from the UPS must be less than 1 V<sub>AC</sub>.

**685-2.2.5 Traffic Signal UPS Cabinet:** Cabinets used to house traffic signal UPS assemblies must be designed to be mounted to the side of a traffic cabinet or base mounted. Cabinets must meet the requirements of Section 676 and must include shelves and rack rails to house all UPS system components including the UPS, batteries, harnesses, switches, surge protective device, power terminal block and a generator hookup with transfer switch. The UPS cabinet must allow a maintenance technician to safely insert power for traffic signal operation while the UPS or associated equipment is serviced or replaced.

A surge protective device must be installed where the supply circuit enters the cabinet in accordance with 620-2.7.1.

The cabinet must include a 20 A, 120 volt, 60 Hz GFCI receptacle. The receptacle must be wired to utility power and not regulated by the UPS module. The cabinet must include a main breaker and a breaker for the technician GFCI outlet.

**685-2.2.5.1 Transfer Switch and Generator Access Panel:** The cabinet must include a manual transfer switch and generator access panel in accordance with 676-2.6.3. The generator access door must not protrude more than 1 inch when closed.

**685-2.2.6 Mechanical:** All parts must be made of corrosion-resistant materials such as plastic, stainless steel, anodized aluminum, brass, or gold-plated metal. All fasteners exposed to the elements must be Type 304 or 316 passivated stainless steel.

**685-2.2.7 Environmental:** UPS assemblies, including batteries, must provide continuous power with specified wattage and operate properly during and after being subjected to the environmental testing procedures described in NEMA TS 2, Sections 2.2.7, 2.2.8, and 2.2.9.

## 685-3 Installation.

Install UPS assemblies in accordance with the manufacturer's recommendations. All equipment used to keep the intersection signalized must be backed up and protected by the UPS. Include a UPS operation and maintenance manual in the cabinet where the UPS is installed that includes cabinet wiring schematics, electrical interconnection drawings, parts layout and parts lists.

# 685-4 Testing.

Provide a field acceptance test plan to the Engineer for approval at least 14 days prior to commencement of testing. After approval of the acceptance test plan, perform testing of the installed UPS equipment. Furnish all equipment, software, and supplies necessary for conducting the test.

# 685-5 Warranty.

Ensure the UPS includes a manufacturer's warranty covering defects for a minimum of three years (5 years for the external batteries in accordance with 685-2.2.3) from the date of final acceptance in accordance with 5-11 and Section 608. The warranty must include provisions for providing a replacement UPS within 10 calendar days of notification for any UPS found to be defective during the warranty period at no cost to the FDOT or the maintaining agency.

# 685-6 Method of Measurement.

The Contract unit price for each UPS, furnished and installed, will include furnishing, placement, and testing of all equipment and materials as specified in the Contract Documents, and all tools, labor, operational software packages and firmware, supplies, support, personnel training, shop drawings, documentation (including the field acceptance test plan), and incidentals necessary for a complete and accepted installation.

# 685-7 Basis of Payment.

Price and payment will be full compensation for all work specified in this Section. Payment will be made under:

Item No. 685- 1- Uninterruptible Power Supply - each

Appendix C

# PAVEMENT CORING DATA

# **Project No.:** 7111-16-353

Name: NE 2nd Ave

			Base		Subgrade		CRACK	
Core No.	Pavement Core Type	Total Core Length (in)	Туре	Thickness (in)	Туре	Thickness (in)	Depth (in)	Comments
PC-1	Asphalt	4 1/2	LR	10	GRAY SAND	>12	4 1/2	
PC-2	Asphalt	5 1/4	BROWN SAND TRACE LR & SHELL	6	GRAY SAND	>12	5 1/4	
PC-3	Asphalt	5 3/8	BROWN SAND TRACE LR & SHELL	6	GRAY SAND	>12	5 3/8	
PC-4	Asphalt	5 1/2	BROWN SAND TRACE LR & SHELL	7	GRAY SAND	>12		
PC-5	Asphalt	5	BROWN SAND TRACE LR & SHELL	6	GRAY SAND	>12		
PC-6	Asphalt	4 1/2	BROWN SAND TRACE LR & SHELL	5 1/2	GRAY SAND	>12	2	
PC-7	Asphalt	5	BROWN SAND TRACE LR & SHELL	6 1/2	GRAY SAND	>12		
PC-8	Asphalt	3 5/8	BROWN SAND TRACE LR & SHELL	3 1/2	GRAY SAND	>12	3 5/8	
PC-9	Asphalt	4 7/8	BROWN SAND TRACE LR & SHELL	6 1/2	GRAY SAND	>12		
PC-10	Asphalt	6 1/4	BROWN SAND TRACE LR & SHELL	3	GRAY SAND	>12		

Note: LR - Limerock

Cored By:Padilla

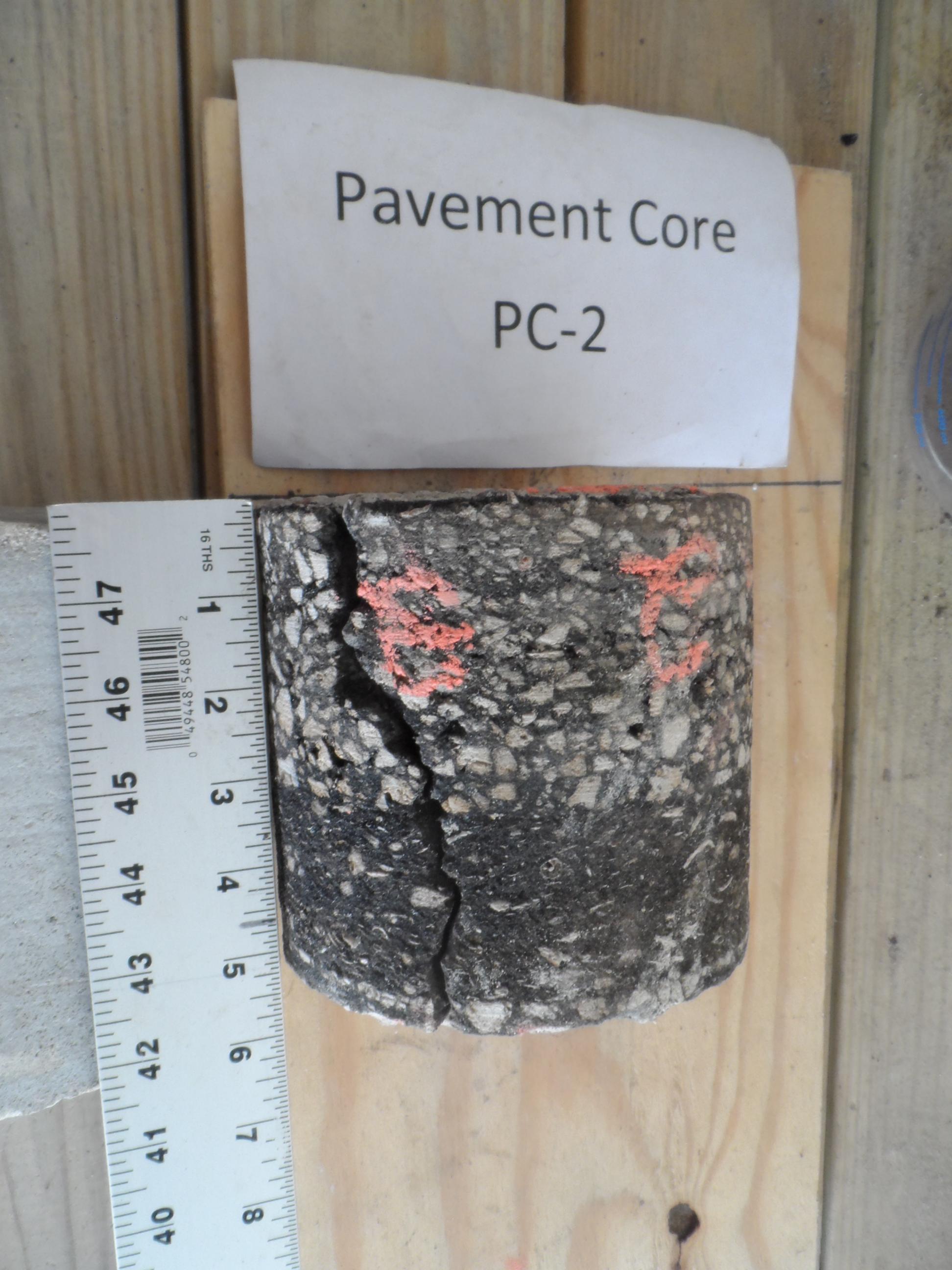
Page No.:1

11/1/2016

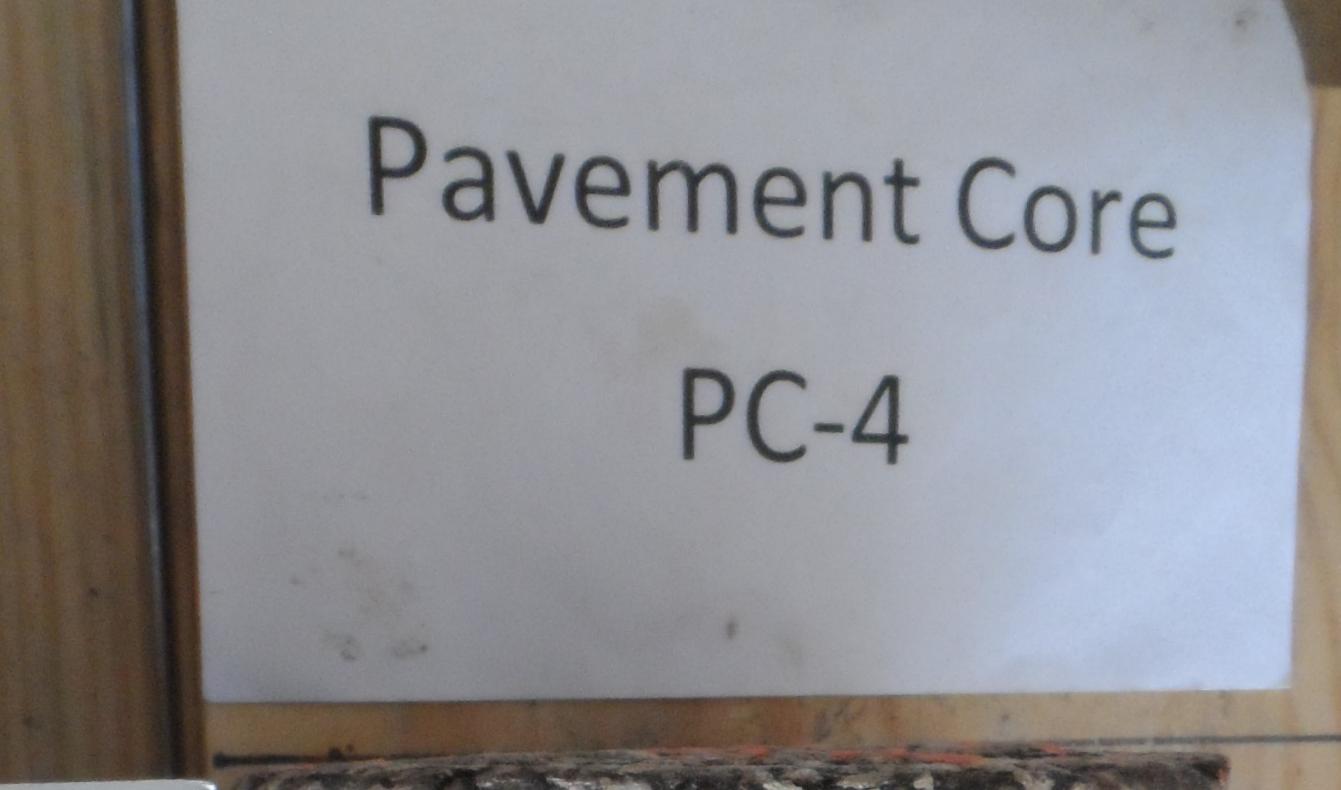
# Pavement Core

PC-1

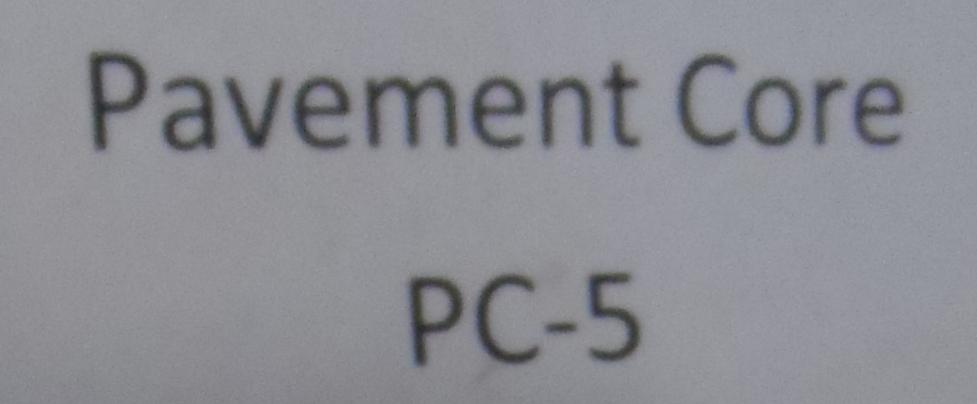












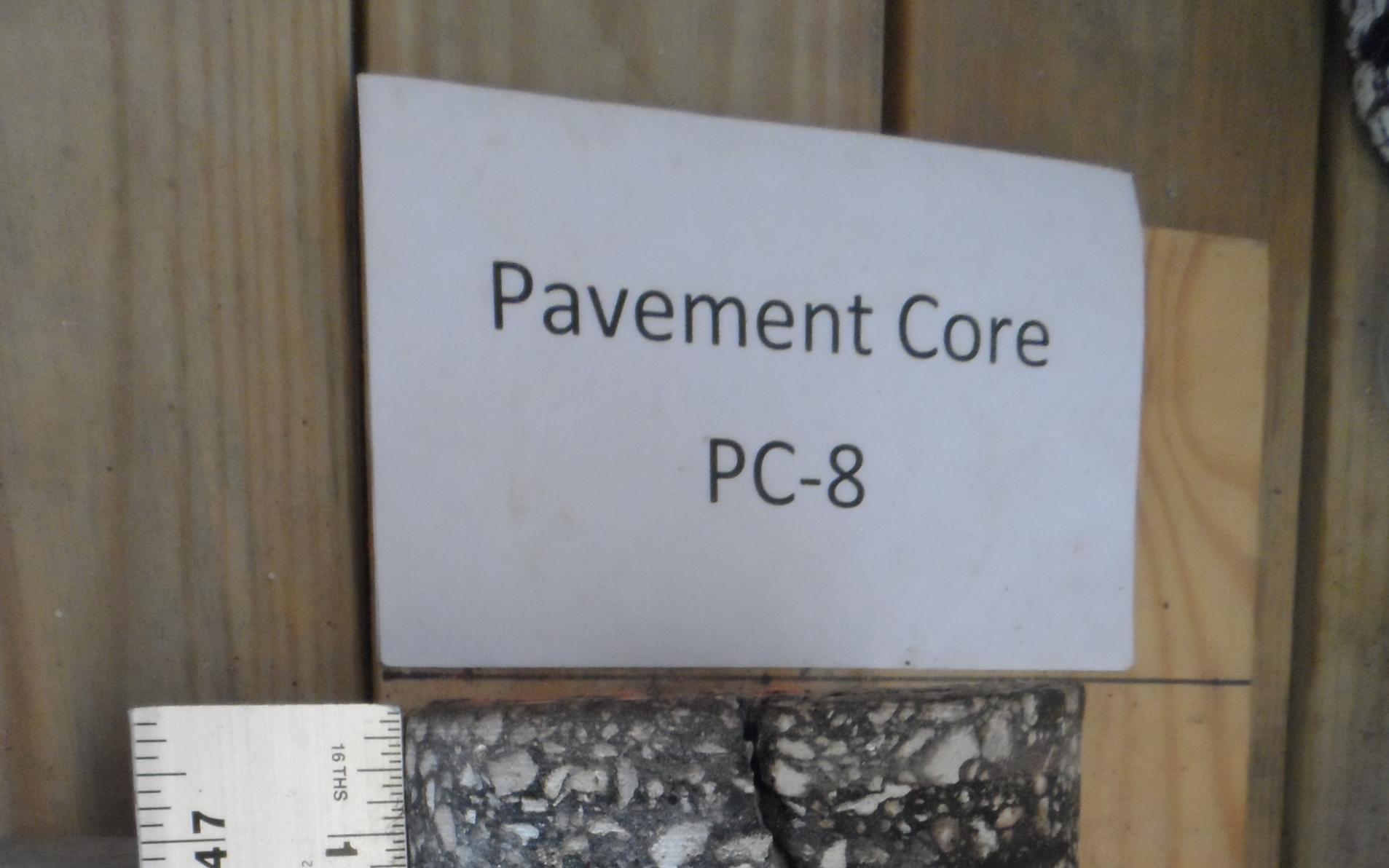


# Pavement Core PC-6



# Pavement Core PC-7





# 4 9 4 8 4 8 4 8 4 8 4 8 4 8 4 8</t

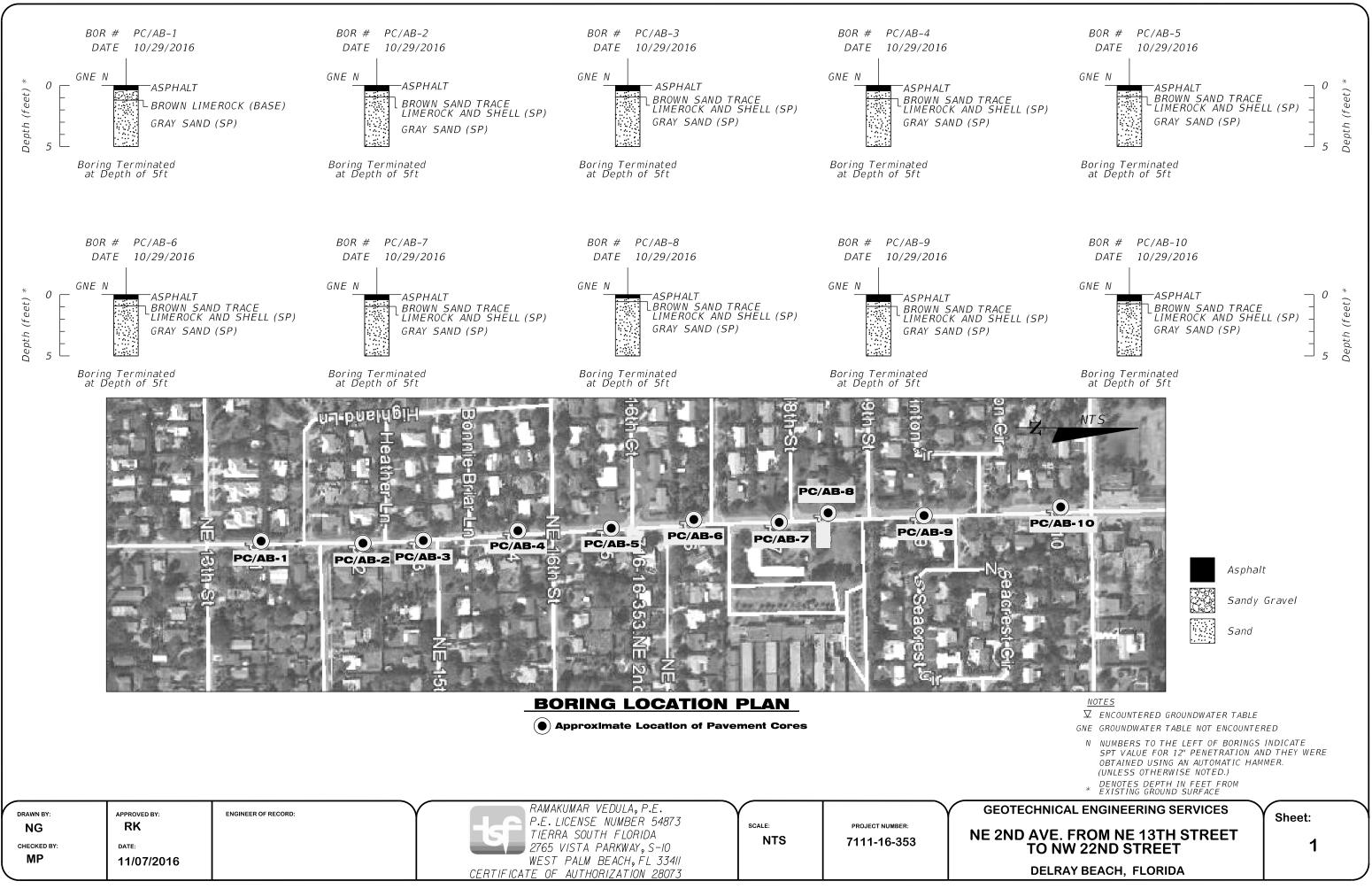


# Pavement Core PC-9

16 THS







ECKED BY:	DATE:
MP	11/0

Appendix D



# SECTION 341 ASPHALT MEMBRANE INTERLAYER

# 341-1 Description.

Construct an asphalt membrane interlayer composed of a separate application of asphalt binder covered with a single application of aggregate. Obtain asphalt binder 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 916.

# 341-2 Materials.

**341-2.1 Asphalt Binder:** Use a PG 76-22 meeting the requirements of Section 916 and listed on the Department's Approved Products List (APL).

**341-2.2 Cover Material:** Use Size No. 6 stone, slag, or gravel meeting the requirements of Section 901.

# 341-3 Equipment.

**341-3.1 Power Broom:** Provide a power broom for cleaning the existing pavement capable of removing all loose material from the surface.

**341-3.2 Spreading Equipment:** Provide a self-propelled aggregate spreader that can be adjusted to accurately apply the cover material at the specified rate and that spreads the material uniformly.

**341-3.3 Rollers:** Provide self-propelled, pneumatic-tired traffic type rollers equipped with at least 7 smooth-tread, low-pressure tires, and capable of carrying a gross load of at least 8 tons. Maintain a minimum tire inflation pressure of 90 psi, or as specified by the manufacturer, such that in no two tires the air pressure varies more than 5 psi. Load the traffic roller as directed by the Engineer.

**341-3.4 Mixing Equipment:** Use mixing equipment for asphalt binder designed for that purpose and capable of producing and maintaining a homogeneous mixture of asphalt cement at the specified temperature.

**341-3.5 Pressure Distributor:** Use a pressure type distributor to apply asphalt binder capable of maintaining a homogeneous mixture of asphalt cement at the specified temperature and consistently apply the material in a uniform manner.

# 341-4 Contractor's Quality Control.

Provide the necessary quality control of the asphalt binder, and interlayer construction in accordance with the Contract requirements. If the rate of application varies by more than 5% from the rate set by the Engineer in accordance with 341-6, immediately make all corrections necessary to bring the spread rate into the acceptable range. The Engineer may take additional measurements at any time. The Engineer will randomly check the Contractor's measurement to verify the spread rate.

# 341-5 Construction Procedure.

**341-5.1 Preparation of Surface:** Prior to application of the asphalt binder, clean the existing pavement as specified in 300-5.



**341-5.2 Application of Asphalt Binder:** Apply the asphalt binder only under the following conditions:

1. The air temperature is above 50°F and rising.

2. The pavement is absolutely dry.

3. The wind conditions are such that cooling of the asphalt binder will not be so rapid as to prevent good bonding of the aggregate.

Uniformly apply the asphalt binder, at the rate of 0.6 to 0.8 gal/yd<sup>2</sup>, as directed by the Engineer. Use an application rate corrected to 60°F, in accordance with 300-9.3. Determine the rate of application after each application operation.

**341-5.3 Application of Cover Material:** Immediately after application of the asphalt binder, uniformly spread the cover material at a rate of 0.26 and 0.33  $ft^3/yd^2$ . The Engineer will set the exact rate. Determine the application rate at the beginning of each day's production, and as needed to control the operation, a minimum of twice per day. Maintain an application rate such that the pavement is covered uniformly with aggregate, and is one aggregate layer thick. For the cover material, use aggregate that is reasonably free of any adherent coatings and that does not contain excessive moisture. Immediately after the application of cover material, check the surface to ensure a uniform distribution of cover material and a smooth surface.

Do not separate the application of the asphalt binder and the application of the cover material by more than 300 feet, unless approved by the Engineer.

**341-5.4 Rolling:** In order to ensure maximum embedment of the aggregate, cover the entire width of the mat immediately by traffic rollers. For the first coverage, provide a minimum of three traffic rollers in order to accomplish simultaneous rolling in echelon of the entire width of the spread.

After initial rolling, immediately correct all portions of the completed surface, that the Engineer deems defective (not properly covered by aggregates, fat spots, excessive free aggregate, etc.).

Following the first coverage, make additional coverages with traffic rollers as directed by the Engineer.

**341-5.5 Traffic Control:** For the normal sequence of construction operations, place the first course of asphalt concrete overlay over the membrane prior to opening to traffic.

# 341-6 Unacceptable Asphalt Membrane Interlayer.

If the asphalt membrane interlayer is unacceptable due to incorrect blending, application rate, or not meeting the requirements of this Section, or damaged prior to placement of the asphalt concrete layer, remove and replace it as directed by the Engineer at no additional cost to the Department. Do not apply excessive amounts of asphalt binder.

# 341-7 Placement of Asphalt Concrete Overlay.

Ensure that the thickness and temperature of the initial layer of asphalt concrete placed on top of the asphalt membrane interlayer are such that the overlay bonds to the interlayer and the underlying layer without voids or excessive binder. Core the asphalt overlay as directed by the Engineer to evaluate the binder and aggregate spread rates, as well as the effectiveness of the asphalt concrete overlay in producing a well-bonded interlayer.



# 341-8 Method of Measurement.

**341-8.1 Asphalt Membrane Interlayer:** The quantity to be paid for will be plan quantity, in square yards, completed and accepted.

**341-8.2 Bituminous Material (Asphalt Binder-Interlayer):** The quantity will be the volume, in gallons, determined as provided in 300-9.

**341-8.3 Submittal of Certification of Quantities for Bituminous Material:** Prepare and submit a Certification of Quantities to the Engineer in accordance with 9-2.1.2.

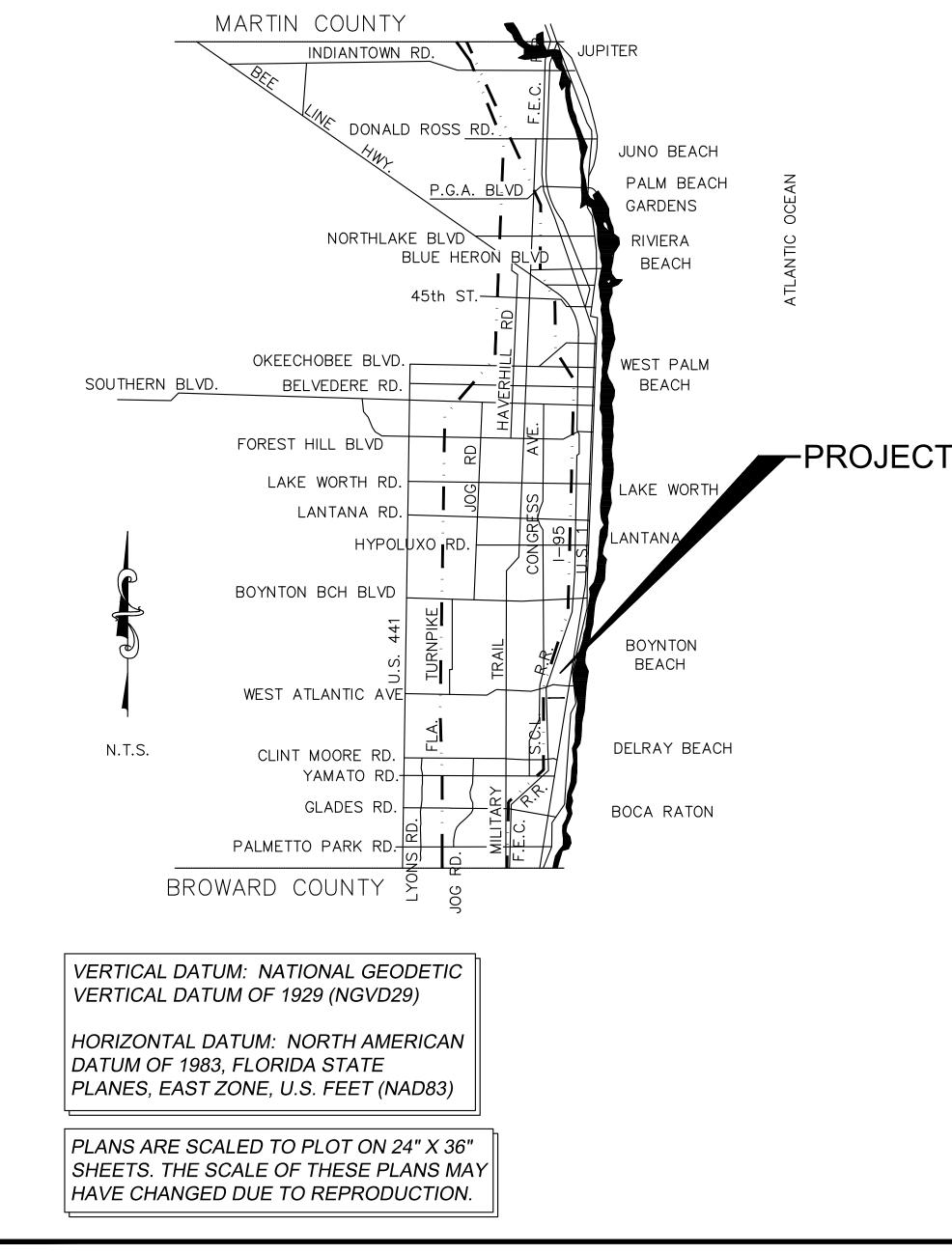
# 341-9 Basis of Payment.

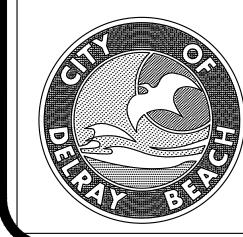
**341-9.1 Asphalt Membrane Interlayer:** Price and payment will be full compensation for all work specified in this Section, including furnishing cover materials, handling, spreading, rolling, bituminous material, and other incidental work necessary to complete this item.

**341-9.2 Payment Items:** Payment will be made under:

Item No. 341- 1- Asphalt Membrane Interlayer - per square yard.



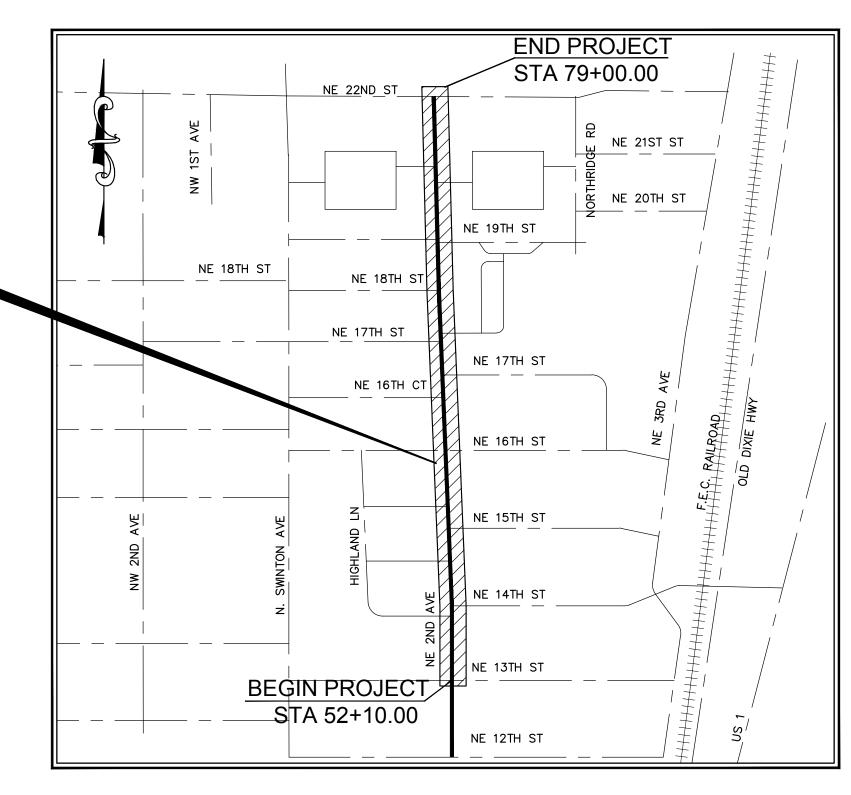




# CITY of DELRAY BEACH ENVIRONMENTAL SERVICES DEPARTMENT

434 SOUTH SWINTON AVENUE, DELRAY BEACH, FLORIDA 33444 Phone: (561) 243-7322 Fax: (561) 243-7314 APPENDIX E

# CITY OF DELRAY BEACH NE 2ND AVENUE / SEACREST PHASE 2 CITY PROJECT NO. 16-032 FM No. 436872-1-58-01



MAYOR VICE MAYOR DEPUTY VICE MAYOR COMMISSIONER COMMISSIONER **CITY MANAGER (INTERIM)** DIRECTOR OF ENVIRONMENTAL SERVICES DEPARTMENT (INTERIM)

LOCATION MAP

**NO SCALE** 

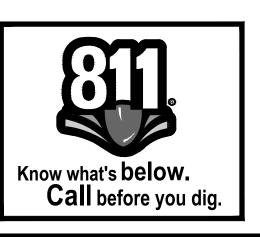
**SECTION 9, TOWNSHIP 46 SOUTH, RANGE 43 EAST** 

**PROJECT LENGTH** 2690 FEET 0.51 MILES

PREPARED BY:

MWGI

2035 Vista Parkway West Palm Beach, FL 33411 Phone No. 561.687.2220 Fax No. 561.687.1110 M Cert No. 6091 - LB No. 7055



# CITY OFFICIALS

CARY D. GLICKSTEIN JIM CHARD SHIRLEY JOHNSON MITCH KATZ SHELLY PETROLIA NEAL DE JESUS DALE SUGERMAN

# INDEX OF SHEETS

C-1 COVER SHEET C-2 GENERAL NOTES TYPICAL SECTIONS C-3 - C-5 C-6 - C-10 ROADWAY IMPROVEMENT PLAN SIGNING & PAVEMENT MARKING PLAN C-11 - C-15 C-16 - C-26 TRAFFIC CONTROL PLAN C-27 SIGNALIZATION PLANS C-28 - C-30 DETAILS AND SPECIFICATIONS

> ENGINEER OF RECORD BRETT OLDFORD, P.E. PE# 61795

**CITY OF DELRAY BEACH** NE 2ND AVENUE / SEACREST PHASE 2 **PRODUCTION PLANS** WGI NO.: 1004.18

<u>ר</u>	EFINITIONS CITY – THE CITY OF DELRAY BEACH		PROCEDURE CONTINUED
<u>2</u> .	CONTRACTOR - PRIME CONTRACTOR AND ALL SUBCONTRACTORS	24	. REINFORCED CONCRETE STOR OTHERWISE NOTED.
3. <b></b>	ENGINEER - ENGINEER RESPONSIBLE FOR INSPECTION AND CERTIFICATION	25	ALL PAVED SURFACES SHAL
	A PRE-CONSTRUCTION MEETING IS TO BE HELD PRIOR TO DELIVERY OF MATERIALS AND INITIATION OF ANY WATER, SEWER OR DRAINAGE CONSTRUCTION. THE MEETING SHALL BE ATTENDED BY THE CITY, CONTRACTOR, SUBCONTRACTORS, ENGINEER AND OTHER INTERESTED PARTIES.	26	ROADWAY OPENING TO TRAFFIC . EMBANKMENT (FILL) AND RECONSTRUCTION AND UTILIT DISPOSED OF BY THE CONTRA
•	ANY REVISIONS TO THE APPROVED PLANS MUST BE APPROVED BY THE CITY PRIOR TO THE PRE-CONSTRUCTION MEETING.		REQUIREMENTS TO COMPLETE IMPROVEMENTS SHALL BE INCL ITEMS.
	A MINIMUM OF THREE (3) COPIES OF THE CURRENT APPROVED PRODUCT LIST AND ALL NECESSARY SHOP DRAWINGS SHALL BE SUBMITTED FOR APPROVAL PRIOR TO SCHEDULING THE PRE-CONSTRUCTION MEETING. ALL PRODUCTS SHALL BE ON THE FDOT APPROVED PRODUCT LIST	27	. CONTINUITY OF WATER AND SE MAINTAINED THROUGHOUT THE SERVICE IS UNAVOIDABLE TO SHALL BE SCHEDULED FOR OF
•	ALL APPLICABLE PERMITS MUST BE OBTAINED WITH COPIES PROVIDED TO THE CITY PRIOR TO COMMENCEMENT OF CONSTRUCTION.		SERVICE DISRUPTION REQUIREM SHALL NOTIFY THE CITY TO SC
	THE CONTRACTOR SHALL MAINTAIN A CURRENT APPROVED SET OF CONSTRUCTION DOCUMENTS ON SITE AT ALL TIMES.		. SITE INFORMATION IS BASED ON
	ALL MATERIALS SUPPLIED SHALL CONFORM TO PRODUCT LIST AND SHOP DRAWINGS AS APPROVED BY THE CITY PRIOR TO CONSTRUCTION. ALL REQUESTS FOR MATERIAL SUBSTITUTION SHALL BE APPROVED PRIOR TO DELIVERY OF THESE MATERIALS TO THE JOB SITE.		PAVER BRICKS WITHIN R REINSTALLATION.
	THE LOCATION OF THE EXISTING UTILITIES AS SHOWN ON THE PLANS ARE APPROXIMATE ONLY. THE EXACT LOCATIONS SHALL BE DETERMINED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. IN ADDITION, THE CONTRACTOR SHALL BE RESPONSIBLE TO VERIFY IF OTHER UTILITIES (NOT SHOWN ON THE PLAN) EXIST WITHIN THE AREA OF CONSTRUCTION. SHOULD THERE BE UTILITY CONFLICTS, THE CONTRACTOR SHALL INFORM THE CITY AND NOTIFY THE RESPECTIVE UTILITY OWNER TO RESOLVE THE UTILITY CONFLICTS AND PERFORM THE UTILITY ADJUSTMENTS AS REQUIRED.		ENERAL NOTES REGULATIONS – ALL CONSTRU AND SHALL CONFORM TO ALL OR CODES INCLUDING BUT NO FLORIDA DEPARTMENT OF T CONTRACTOR SHALL BE RESPON BEGIN WORK AND PAY ALL REG
	PRIOR TO ANY SANITARY PIPE OR WATER MAIN TESTING, UNDER EXISTING OR FUTURE PAVEMENT, THE ROCK BASE SHALL BE FINISHED AND PRIMED OR FIRST LIFT OF PAVEMENT PLACED.	2.	VERTICAL DATUM – ELEVATIO SURVEY BENCHMARK INFORMATI ELEVATION OF 17.570 (NGVD29 BENCHMARK "AQUALANTIC" HAV
•	THE CONTRACTOR SHALL BE RESPONSIBLE AT ALL TIMES THROUGHOUT THE DURATION OF CONSTRUCTION FOR THE PROTECTION OF EXISTING AND NEWLY INSTALLED UTILITIES FROM DAMAGE OR DISRUPTION OF SERVICE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR TAKING SUCH MEASURES AS NECESSARY TO PROTECT THE HEALTH, SAFETY, AND WELFARE OF THOSE PERSONS HAVING ACCESS TO THE WORK SITE.		HORIZONTAL DATUM – NOR COORDINATES, EAST ZONE, FOO GUARANTEE – THE CONTRACTO PERIOD OF ONE YEAR FROM T
	THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING LOCATIONS OF ALL OTHER UTILITY FACILITIES.		FAULTY CONSTRUCTION AND/OF EXPENSE.
•	THE CONTRACTOR SHALL SCHEDULE INSPECTIONS AND TESTS WITH THE CITY A MINIMUM OF 24 HOURS IN ADVANCE.	5.	RESTORATION - THE CONTRACT SITE FEATURES INCLUDING PAY DEVICES, MAILBOXES AND F
2.	CONTRACTOR SHALL NOT DISTURB EXISTING CITY MAINS OR STRUCTURES WITHOUT THE PRESENCE OF A CITY INSPECTOR. CITY UTILITY SYSTEM VALVES AND APPURTENANCES MAY ONLY BE OPERATED BY CITY PERSONNEL.	6	CONSTRUCTION ACTIVITIES. APPLICABLE STANDARDS AS GO THE CONTRACTOR SHALL REI
3.	FACILITIES PROPOSED HEREIN SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE APPROVED PLANS. DEVIATIONS FROM THE APPROVED PLANS MUST BE APPROVED IN ADVANCE BY THE CITY.		THE CONTRACTOR SHALL REP DURING CONSTRUCTION. THE CONTRACTOR SHALL NOT OF TREES.
4.	UPON COMPLETION OF CONSTRUCTION AND PRIOR TO FINAL ACCEPTANCE OF THE WORK, A FINAL INSPECTION SHALL VERIFY PROPER ADHERENCE TO ALL FACETS OF THE PLANS AND SPECIFICATIONS.		ALL CONNECTIONS TO EXIST ELEVATION. THE CONTRACTOR SHALL COO
5.	AS-BUILT DRAWINGS SHALL BE PREPARED BY A REGISTERED LAND SURVEYOR, REGISTERED IN THE STATE OF FLORIDA, AND SUBMITTED BY THE CONTRACTOR TO THE CITY. AS THE WORK PROGRESSES, THE ENGINEER OF RECORD (OR THEIR REPRESENTATIVE) SHALL RECORD ON ONE SET OF DRAWINGS THE LOCATION INCLUDING STATION AND OFFSET WITH SUFFICIENT DIMENSIONS AND DISTANCES TO ADEQUATELY DESCRIBE THE LOCATION OF THE IMPROVEMENT FROM THE BASELINE. THE ENGINEER OF RECORD IS TO SUBMIT TWO SETS OF BLUE PRINT RECORD OR AS-BUILT DRAWINGS AND ONE MYLAR TO THE ENGINEERING DEPARTMENT ALONG WITH THE HEALTH DEPARTMENT APPLICATION FOR RELEASE OF THE SYSTEM. ALL "AS-BUILT DRAWINGS" SHALL BE SIGNED SEALED AND DATED BY THE ENGINEER OF RECORD. CERTIFICATE OF OCCUPANCY WILL BE HELD UNTIL ACCEPTANCE BY HRS AND THE ENVIRONMENTAL SERVICES DEPARTMENT. PAVING & DRAINAGE AS-BUILT DRAWINGS SHALL INCLUDE RIM ELEVATIONS, INVERT ELEVATIONS, PIPE SIZES, CONTROL STRUCTURE DIMENSIONS, AS WELL AS, AS-BUILT ELEVATIONS AT EVERY LOCATION A PROPOSED ELEVATION IS INDICATED ON THE CONSTRUCTION PLAN. ADEQUATE AS-BUILT ELEVATIONS SHALL BE PROVIDED ON EMBANKMENTS TO DETERMINE COMPLIANCE WITH MAXIMUM SLOPE REQUIREMENTS.	10.	ASSOCIATED WITH THIS PROJ THE FDOT ENVIRONMENTAL COO VIBRATORY COMPACTION MOI SPECIFICATION 108. THE CONTRACTOR IS REQUIRED RESURFACING OF THE EXISTING AND THE FDOT FLEXIBLE PAVEN INTERLAYER (ARMI) FOR MINIMU
6.	PRIOR TO COMMENCEMENT OF ANY EXCAVATION, THE CONTRACTOR SHALL COMPLY WITH FLORIDA STATUTE 553-851 FOR PROTECTION OF UNDERGROUND GAS PIPE LINES.		
7.	CONTRACTOR SHALL NOTIFY SUNSHINE STATE ONE (1-800-432-4770) 48 HOURS IN ADVANCE OF CONSTRUCTION.		
8.	GRADES SHOWN ON PLANS ARE FINISHED GRADES. THE CONTRACTOR SHALL BE REQUIRED TO ADJUST EXISTING SANITARY SEWER MANHOLE TOPS AND VALVE BOX COVERS TO FINISHED GRADE.		
9.	CONTRACTOR SHALL MAINTAIN LOCAL TRAFFIC AT ALL TIMES DURING CONSTRUCTION AND SHALL BE REQUIRED TO PROVIDE ALL BARRICADES, LIGHTING, SIGNAGE AND FLAGMEN AS NECESSARY TO PROVIDE FOR THE SAFETY OF THE PUBLIC IN THE WORK AREA.		
20.	EXISTING BASE MATERIAL THAT IS REMOVED DURING CONSTRUCTION SHALL NOT BE USED IN THE CONSTRUCTION OF NEW LIMEROCK BASE.		
1.	VEGETATION, DEBRIS, CONCRETE OR OTHER UNSUITABLE MATERIAL SHALL BE LEGALLY DISPOSED OF OFF-SITE IN AN AREA AT THE CONTRACTORS EXPENSE.		
	CONTRACTOR SHALL UTILIZE CONSTRUCTION METHODS AND DEVICES, SUCH AS TURBIDITY SCREENS, CURTAINS AND FLOATING SILT BARRIERS WHERE NECESSARY IN ORDER TO COMPLY WITH ALL STATE AND LOCAL WATER QUALITY STANDARDS.		
23.	PRIOR TO AND DURING CONSTRUCTION OF ALL SITES, THE CONTRACTOR SHALL IMPLEMENT AND MAINTAIN ALL EROSION AND SEDIMENT CONTROL MEASURES INCLUDED IN A POLLUTION PREVENTION PLAN PROVIDED TO THE CITY OF DELRAY		

RM SEWER PIPE SHALL BE CLASS III, UNLESS

LL BE PROPERLY MARKED PRIOR TO HOURS OF EMENT MARKINGS SHALL BE INSTALLED PRIOR TO

EXCESS MATERIAL REQUIRED FOR ROADWAY ITY INSTALLATIONS SHALL BE SUPPLIED AND/OR RACTOR. ALL COSTS ASSOCIATED WITH EARTHWORK E THE ROADWAY RECONSTRUCTION AND UTILITY CLUDED IN THE COSTS OF OTHER APPROPRIATE PAY

EWER SERVICE TO CITY UTILITY CUSTOMERS SHALL BE DURATION OF THIS PROJECT. IF A DISRUPTION IN ACCOMMODATE CONNECTION OF NEW FACILITIES, IT FF PEAK HOURS WITH THE CITY. DETERMINATION OF MENT WILL BE MADE BY THE CITY. THE CONTRACTOR CHEDULE INTERRUPTIONS WITH RESIDENTS.

ON A SURVEY PREPARED BY: WGI.

MUM 30-DAY NOTICE TO PROPERTY OWNERS WITH RIGHT-OF-WAY TO SALVAGE MATERIALS FOR

UCTION SHALL BE DONE IN A WORKMAN LIKE MANNER CITY, COUNTY, STATE AND FEDERAL REGULATIONS AND OT LIMITED TO THE CURRENT PALM BEACH COUNTY AND TRANSPORTATION (FDOT) LATEST REGULATIONS. THE ONSIBLE FOR OBTAINING ALL PERMITS AND LICENSES TO EQUIRED FEES ASSOCIATED WITH SAME.

IONS REFER TO N.G.V.D. 1929 AS PER TOPOGRAPHIC TION PROVIDED PALM BEACH COUNTY "Z 233" HAVING AN 29) AND PALM BEACH COUNTY ENGINEERING DEPARTMENT VING AN ELEVATION OF 23.065 (NGVD29).

RTH AMERICAN DATUM 1983, FLORIDA STATE PLANE )OT

TOR SHALL GUARANTEE ALL WORK AND MATERIAL FOR A THE DATE OF PROJECT ACCEPTANCE, DURING WHICH ALL OR MATERIAL SHALL BE REPLACED AT THE CONTRACTOR'S

CTOR SHALL IMMEDIATELY REPAIR AND RESTORE EXISTING VEMENT, DRIVEWAYS, PIPES, FENCES, TRAFFIC CONTROL PROPERTY CORNERS DAMAGED AS A RESULT OF THE REPAIR AND RESTORATION SHALL CONFORM TO OVERNED.

EPLACE FIRE HYDRANT REFLECTORS WHEN DISTURBED

STAGE OR OPERATE EQUIPMENT WITHIN THE DRIP LINE

STING SIDEWALK SHALL MATCH EXISTING GRADE AND

ORDINATE AND REVIEW AND PROPOSED STAGING AREAS DJECT WITH THE CITY ENGINEER AT 561-243-7000, AND ORDINATOR AT 954-777-4665.

ONITORING SHALL BE IN ACCORDANCE WITH FDOT

D TO INCLUDE AN ADD ALTERNATIVE FOR 3" MILLING AND ING PAVEMENT IN ACCORDANCE WITH SPECIFICATION 341 EMENT DESIGN MANUAL FOR ASPHALT RUBBER MEMBRANE IUM 2" OVERLAY (2-1" LIFTS).

# LAP SPECIFIC NOTES

- ALL FDOT STANDARDS AND SPECIFICATIONS SHALL BE CALENDAR YEAR 2017, OR LATEST EDITION AT CURRENT TIME OF BID.
- 2. ALL STRIPING AND DELINEATION TO CONFORM TO THE REQUIREMENTS OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, (MUTCD) LATEST EDITION.
- 3. ALL CROSSWALK SIGNS AND ADVANCED PAVEMENT MESSAGES TO BE DESIGNED AND INSTALLED PER FDOT STANDARD (INDEX NO. 17346).
- 4. REFERENCE THE LATEST EDITION OF FDOT 600 SERIES FOR ALL REQUIRED AND APPLICABLE MOT PLANS.
- 5. ALL DETECTABLE WARNING SURFACE BRICK PAVERS SHALL BE COLOR "BRICK RED".
- 6. REFER TO "MANUAL OF UNIFORM MINIMUM STANDARDS FOR DESIGN, CONSTRUCTION AND MAINTENANCE FOR STREETS AND HIGHWAYS" ALSO KNOWN AS THE "FLORIDA GREEN BOOK", FOR CLEAR ZONES. CHAPTER 3, TABLE 3-12.
- 7. ALL CONCRETE SHALL COMPLY WITH FDOT STANDARD SPECIFICATION 344.
- 8. PULL BOXES LOCATED WITHIN SIDEWALK SHALL CONFORM TO STANDARD INDEX 17700.
- 9. ANY STEEL INCORPORATED INTO THIS PROJECT SHALL CONFORM TO BUY AMERICA PROVISION 23 CFR 635.410.
- 10. ALL WORK FOR THIS PROJECT WILL BE COMPLETED WITHIN AND FROM THE EXISTING RIGHT OF WAY.
- 11. THE DESIGN SPEED FOR THIS ROAD IS 30 MPH.
- 12. CONTRACTOR RESPONSIBLE TO REPLACE ALL TRAFFIC SIGNAL DETECTION LOOPS.
- 13. PRIOR TO MILLING AND RESURFACING, THE CONTRACTOR SHALL PROVIDE THE CITY A LISTING, COMPLETE WITH STATIONS, OFFSETS, AND PHOTOS OF ALL EXISTING MANHOLES AND VALVE COVERS LOCATED WITHIN THE EXISTING PAVEMENT. UPON COMPLETION OF MILLING AND RESURFACING THE CONTRACTOR SHALL PROVIDE EVIDENCE TO THE CITY THAT ALL OF THE EXISTING MANHOLE AND/OR VALVE COVERS ARE STILL VISIBLE DURING FINAL INSPECTION.
- 14. IF THE CONTRACTOR ENCOUNTERS AN EXISTING VALVE BOX THAT IS OUT OF PLUMB, THE CONTRACTOR SHALL COORDINATE WITH THE CITY TO ADJUST THE VALVE BOX AT THE PRE-CONSTRUCTION MEETING.
- 15. THE CONTRACTOR SHALL COORDINATE WITH PBC SCHOOL BOARD FOR LANE CLOSURES DUE TO CONSTRUCTION.
- 16. IF SUSPECT CONTAMINATED OR HAZARDOUS MATERIAL IS FOUND ON THE PROJECT OR ENCOUNTERED DURING CONSTRUCTION THE CONTRACTOR SHALL CEASE OPERATIONS IN THAT AREA. IMMEDIATELY NOTIFY THE CITY ENGINEER AT 56-1243-7000 AND PROTECT THE IMMEDIATE AREA OF SUSPECT CONTAMINATED OR HAZARDOUS MATERIAL FROM FURTHER ACCESS. THE CITY ENGINEER WILL ARRANGE FOR THE INVESTIGATION, IDENTIFICATION AND/OR REMOVAL/REMEDIATION OF THE MATERIAL IN QUESTION AS NEEDED.
- 17. THE CONTRACTOR SHALL NOT BRING ANY HAZARDOUS MATERIALS ON THE TO PROJECT. SHOULD THE CONTRACTOR REQUIRE SUCH FOR PERFORMING THE CONTRACTED WORK, THE CONTRACTOR SHALL REQUEST, IN WRITING, WRITTEN PERMISSION FROM THE PROJECT ENGINEER. THE CONTRACTOR SHALL PROVIDE A COPY OF THE REQUEST TO THE CITY ENGINEER. THE CONTRACTOR SHALL PROVIDE THE CITY ENGINEER WITH A COPY OF THE MATERIAL SAFETY DATA SHEET (MSDS) FOR EACH HAZARDOUS MATERIAL PROPOSED FOR EACH USE, AND PROVIDE A DESCRIPTION OF THE SPECIFIC MANNER IN WHICH THE MATERIAL WILL BE USED. THE PROJECT ENGINEER SHALL COORDINATE WITH THE CITY ENGINEER PRIOR TO ISSUING WRITTEN APPROVAL TO THE CONTRACTOR. BECAUSE STATE LAW DOES NOT TREAT PETROLEUM PRODUCTS THAT ARE PROPERLY CONTAINERIZED AS HAZARDOUS MATERIALS, SUCH PRODUCTS DO NOT REQUIRE AN MSDS SUBMITTAL. ALL BULK PETROLEUM PRODUCTS STORED ON SITE SHALL REQUIRE PROPER STORAGE WHICH INCLUDES SECONDARY CONTAINMENT.
- 18. THE PROPOSED PROJECT AREA IS WITHIN THE CITY OF DELRAY BEACH'S ROW. ALTHOUGH A SCHOOL (OLD PLUMOSA ELEMENTARY SCHOOL) AND A CHURCH (FIRST BAPTIST CHURCH OF THE APOSTLES) ADJACENT TO THE PROPOSED PROJECT AREA WERE IDENTIFIED DURING FIELD INSPECTION, THESE COMMUNITY FACILITIES ARE NOT WITHIN THE PROJECT LIMITS. IMPACTS TO THE SURROUNDING NEIGHBORHOOD WILL BE MINIMIZED AND/OR AVOIDED DURING CONSTRUCTION ACTIVITIES. CURING CONSTRUCTION, NO STAGING OF CONSTRUCTION EQUIPMENT ON PRIVATE PROPERTIES WILL BE PERMITTED.
- 19. ACCESS TO ALL PROPERTIES WILL BE AVAILABLE DURING ALL PERIODS OF CONSTRUCTION. THE CONTRACTOR WILL COORDINATE SELECTION AND REVIEW OF ANY PROPOSED STAGING AREAS WITH THIS PROJECT WITH THE CITY ENGINEER AT 561-243-7000.

# UTILITY CONTACTS

CITY OF DELRAY BEACH WATER/SEWER VICTOR MAJTENYI DEPUTY DIRECTOR OF PUBLIC UTILITIES 434 S. SWINTON AVENUE DELRAY BEACH, FL 33444 (561) 243-7000, EXT. 4205

AT&T GARTH BEDWARD 2021 S MILITARY TRAIL WEST PALM BEACH, FL 33415 GARTH.BEDWARD@ATT.COM PHONE 561-540-9263 CELL 561-329-5451

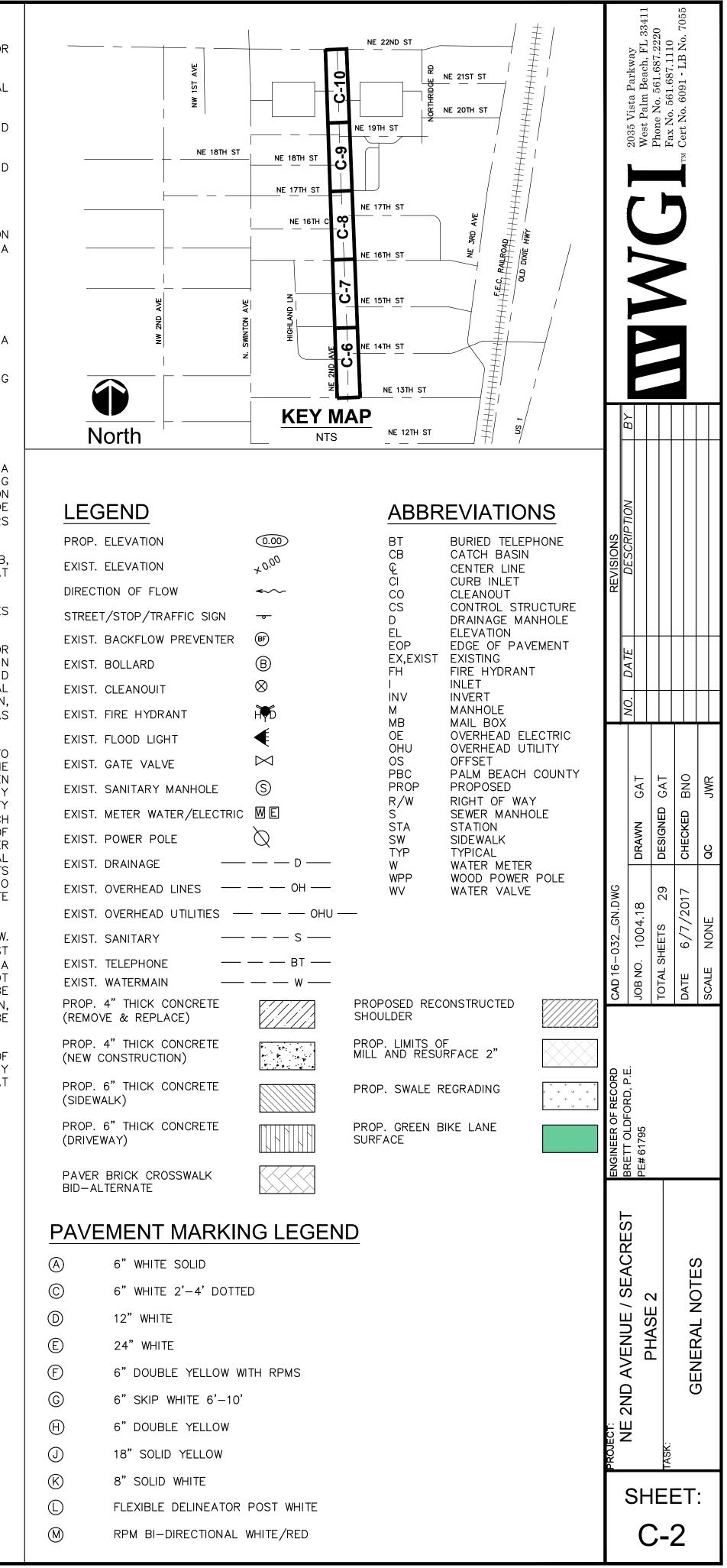
COMCAST STEPHEN ROSA 7201 N. FEDERAL HIGHWAY BOCA RATON, FL 33407 PHONE 561-454-5851

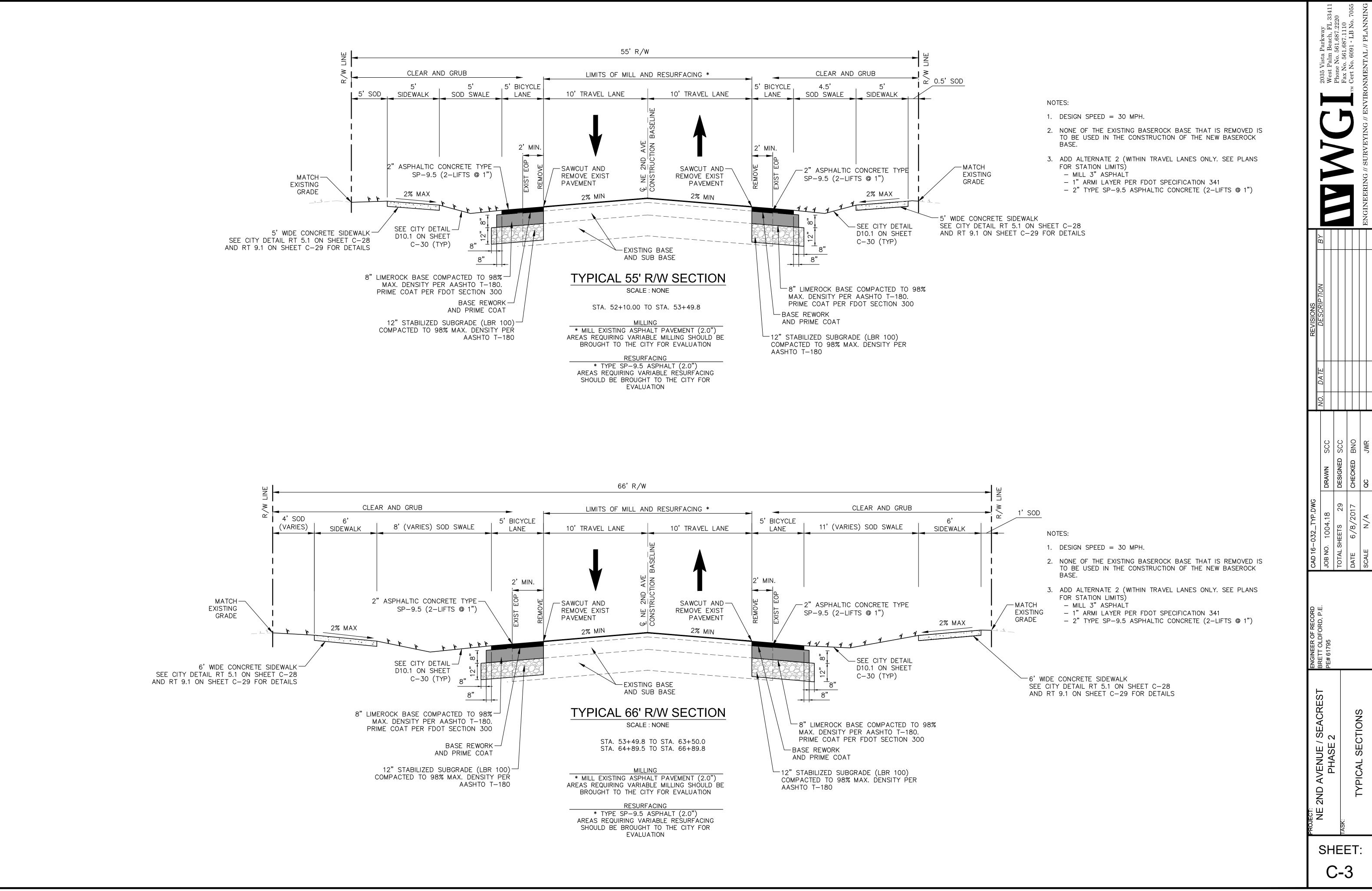
FLORIDA POWER AND LIGHT JOHN VAN VLEET 9329 S. MILITARY TRAIL BOYNTON BEACH, FL 33436 (561) 742-2003

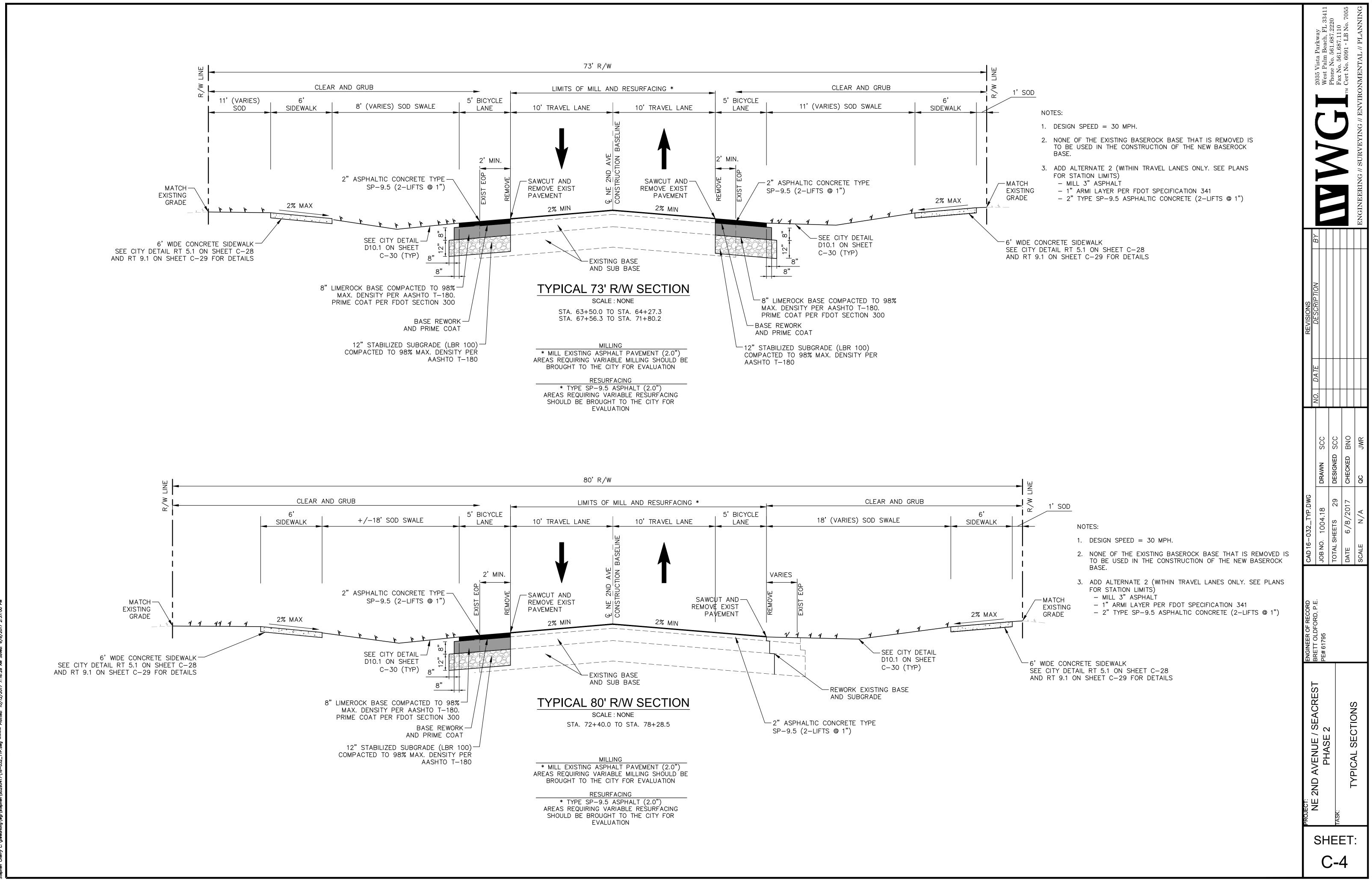
FLORIDA PUBLIC UTILITIES CORP. IVAN GIBBS 209 N. SAPODILLA AVENUE WEST PALM BEACH, FL 33401 (561) 723-3459

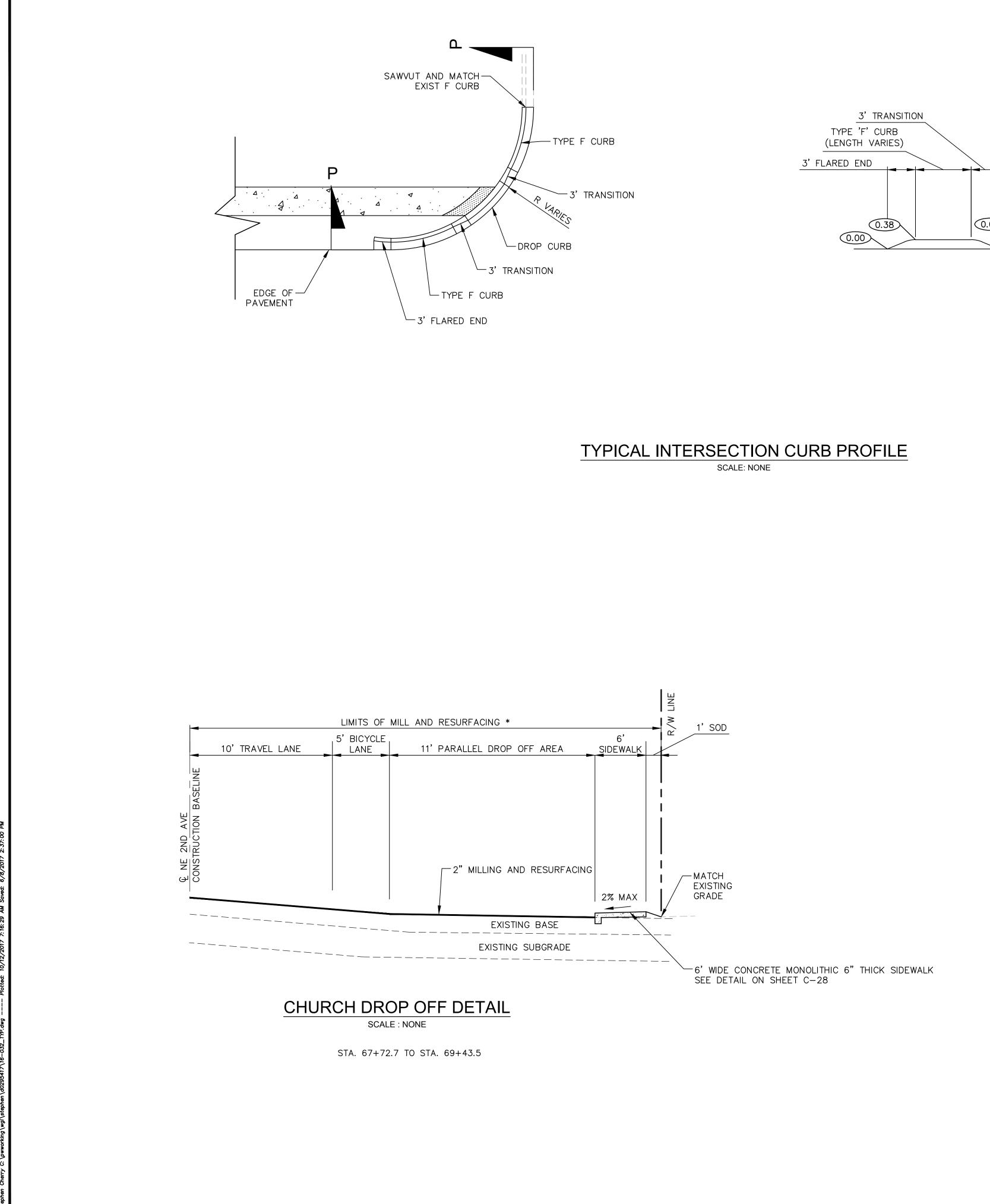
PALM BEACH COUNTY TRAFFIC OPERATIONS SUPERINTENDENT 2300 JOG ROAD WEST PALM BEACH, FL 33411-2747 PHONE 561-681-4371

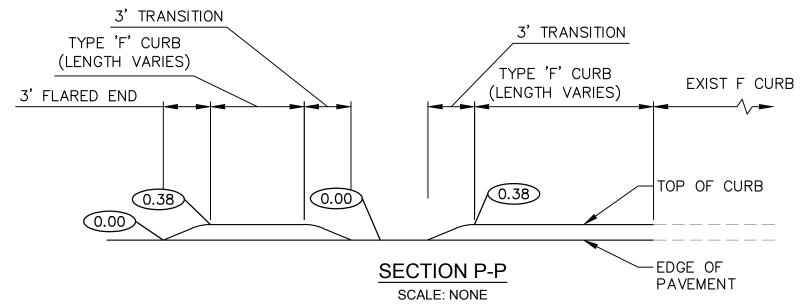
TECO MAX CHAMORRO 5101 NW 21 AVENUE, STE 460 FT LAUDERDALE, FL 33309



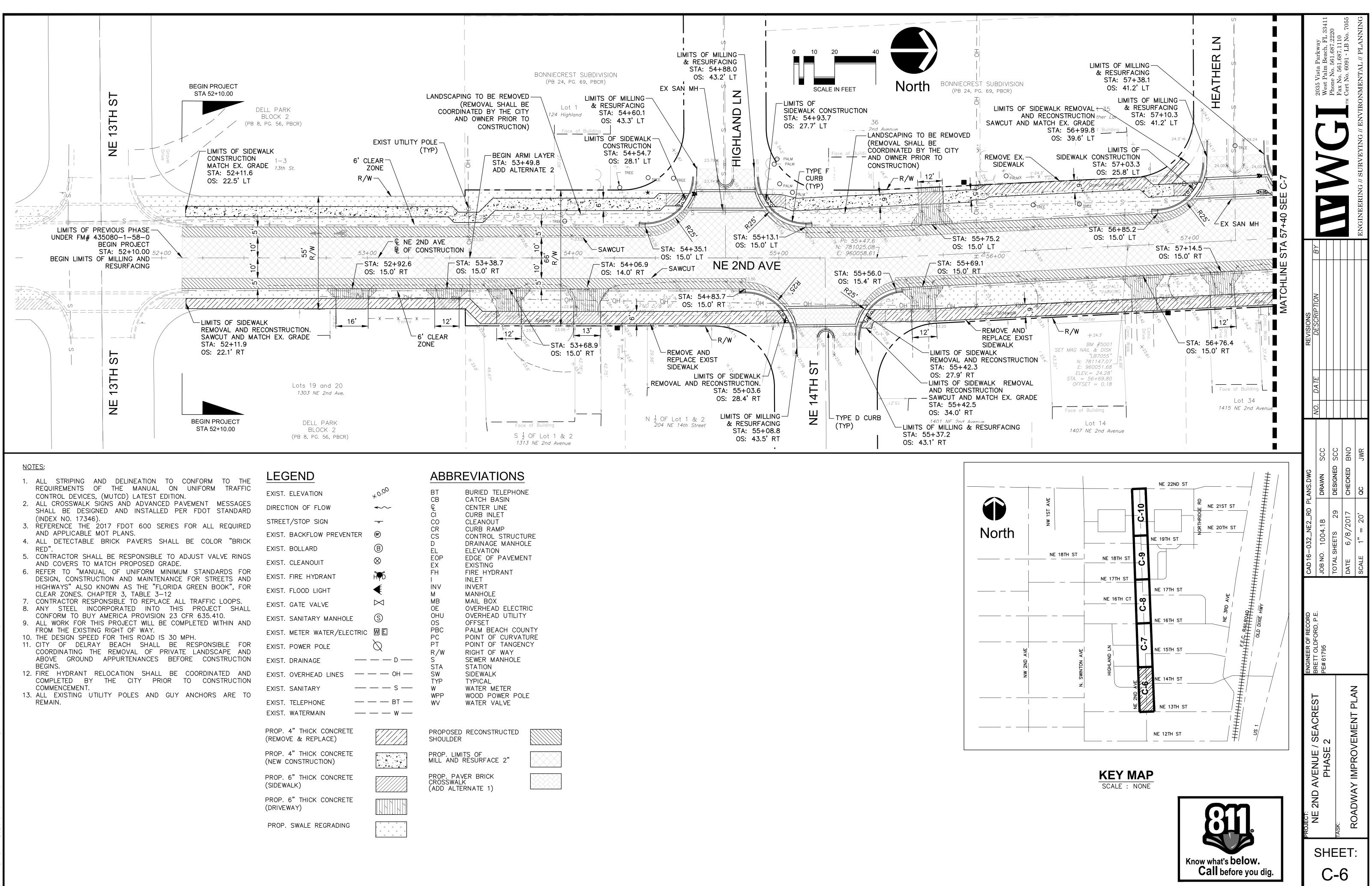








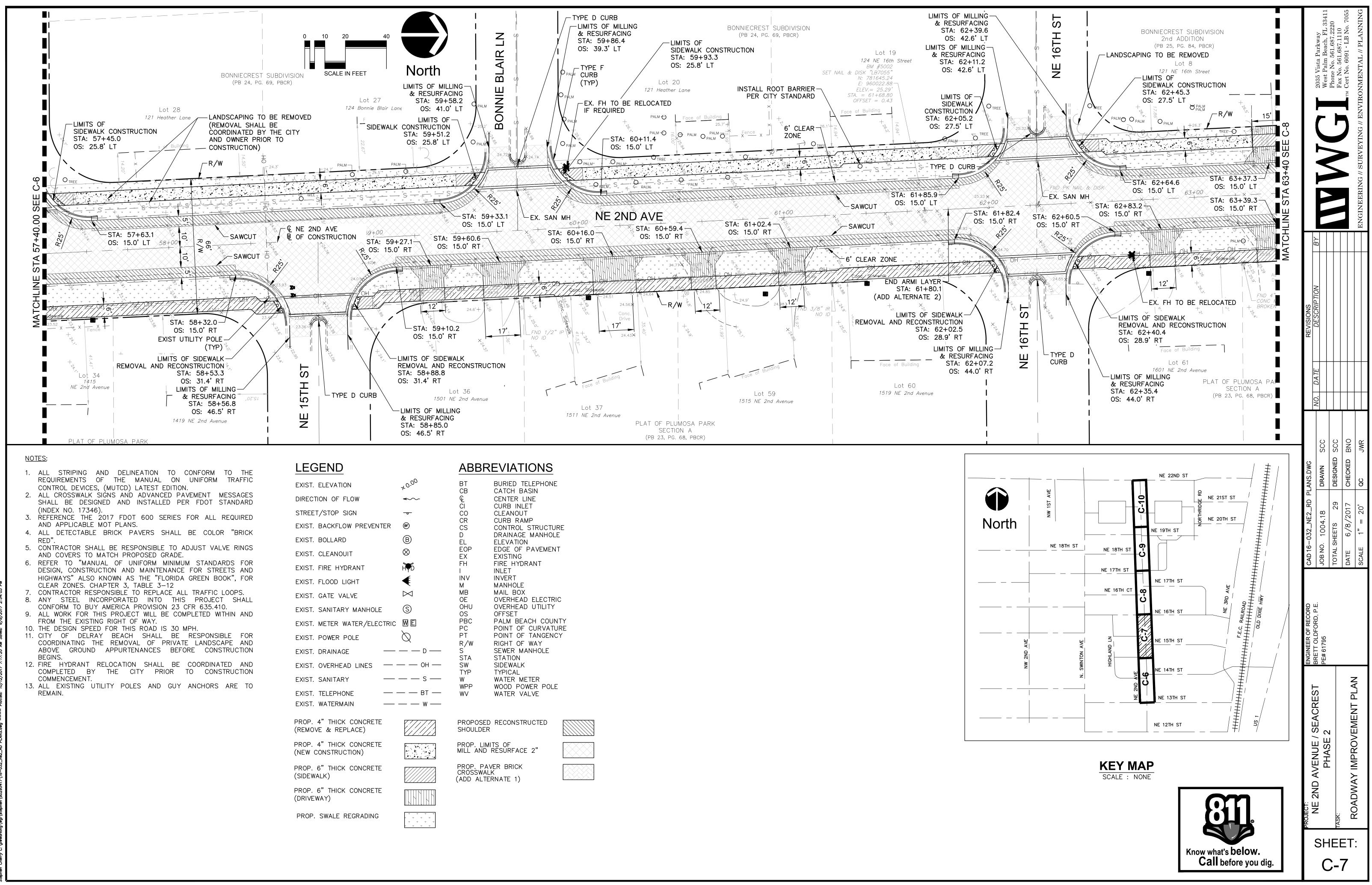
		BY West Palm Beach, FL 33411 Phone No. 561.687.220 Pow No. 561.687.110	
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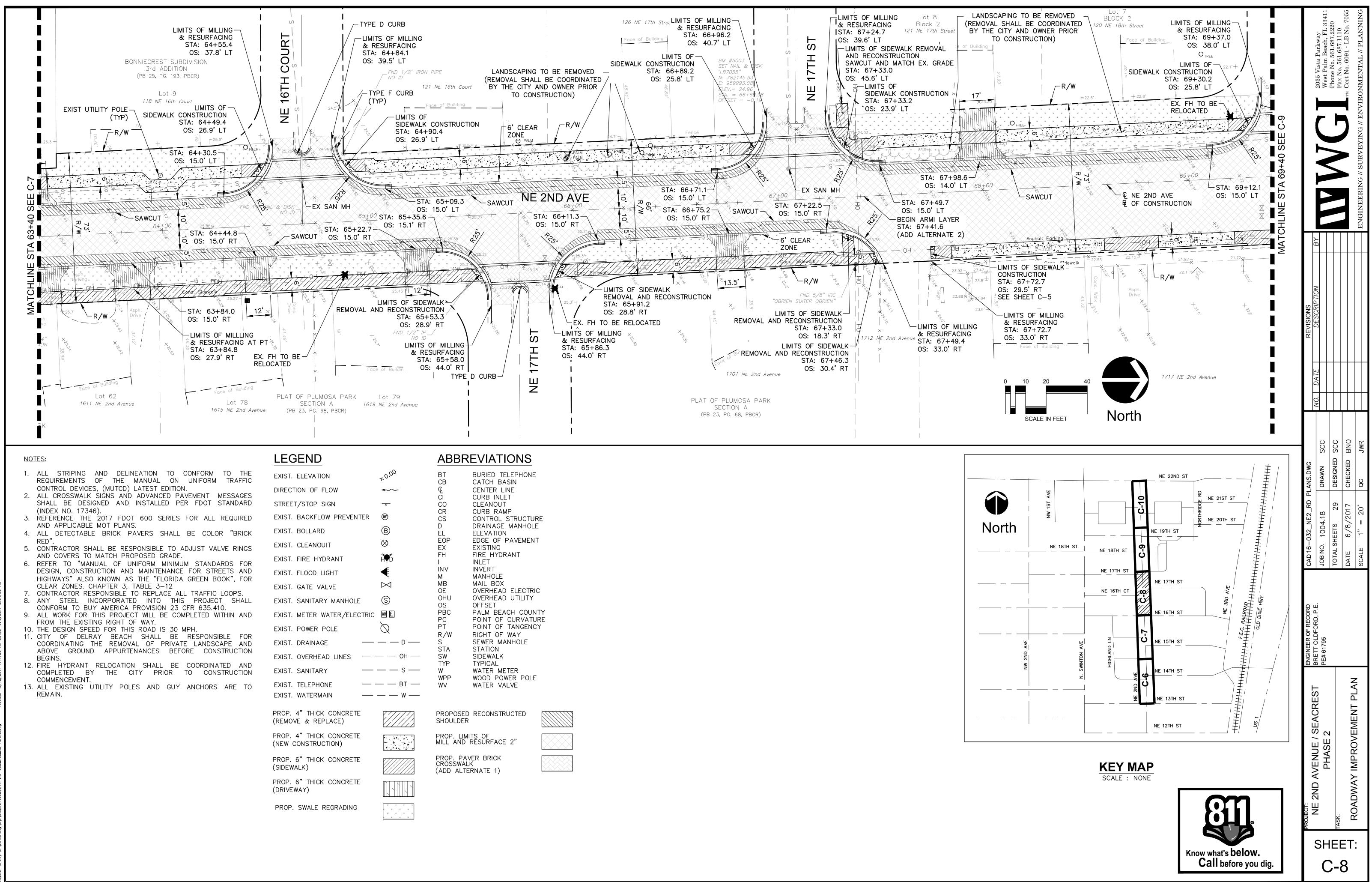
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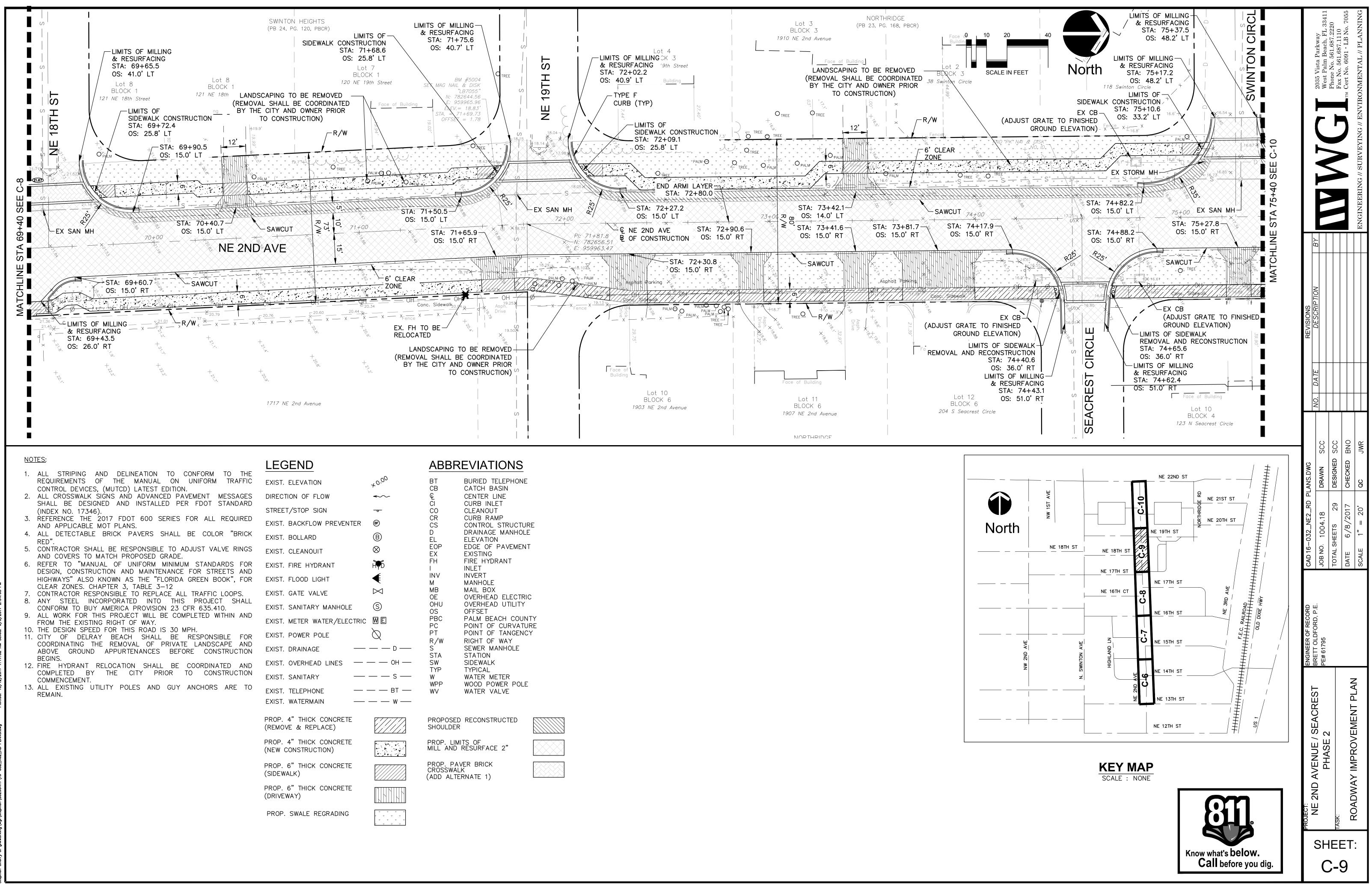


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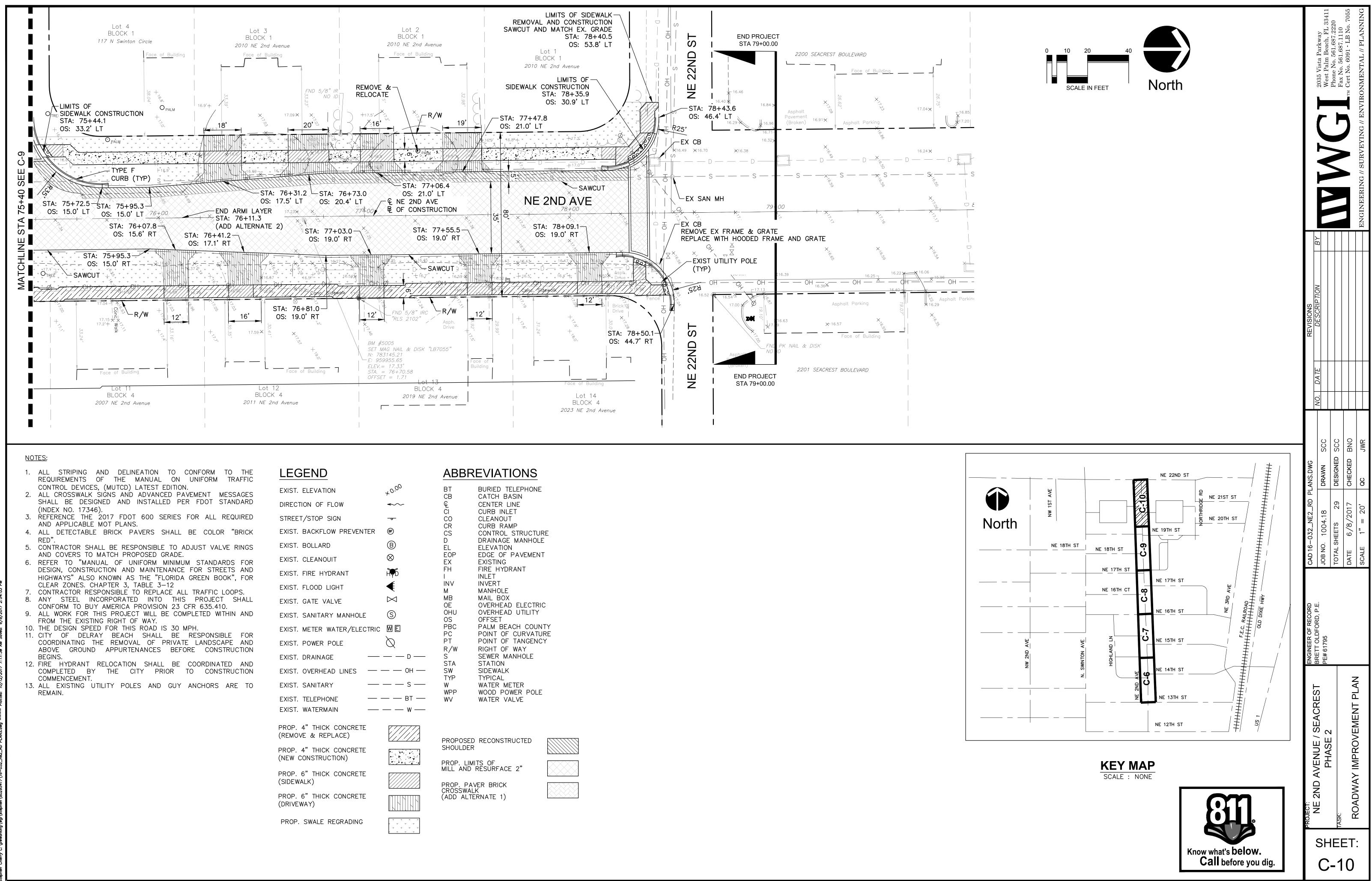
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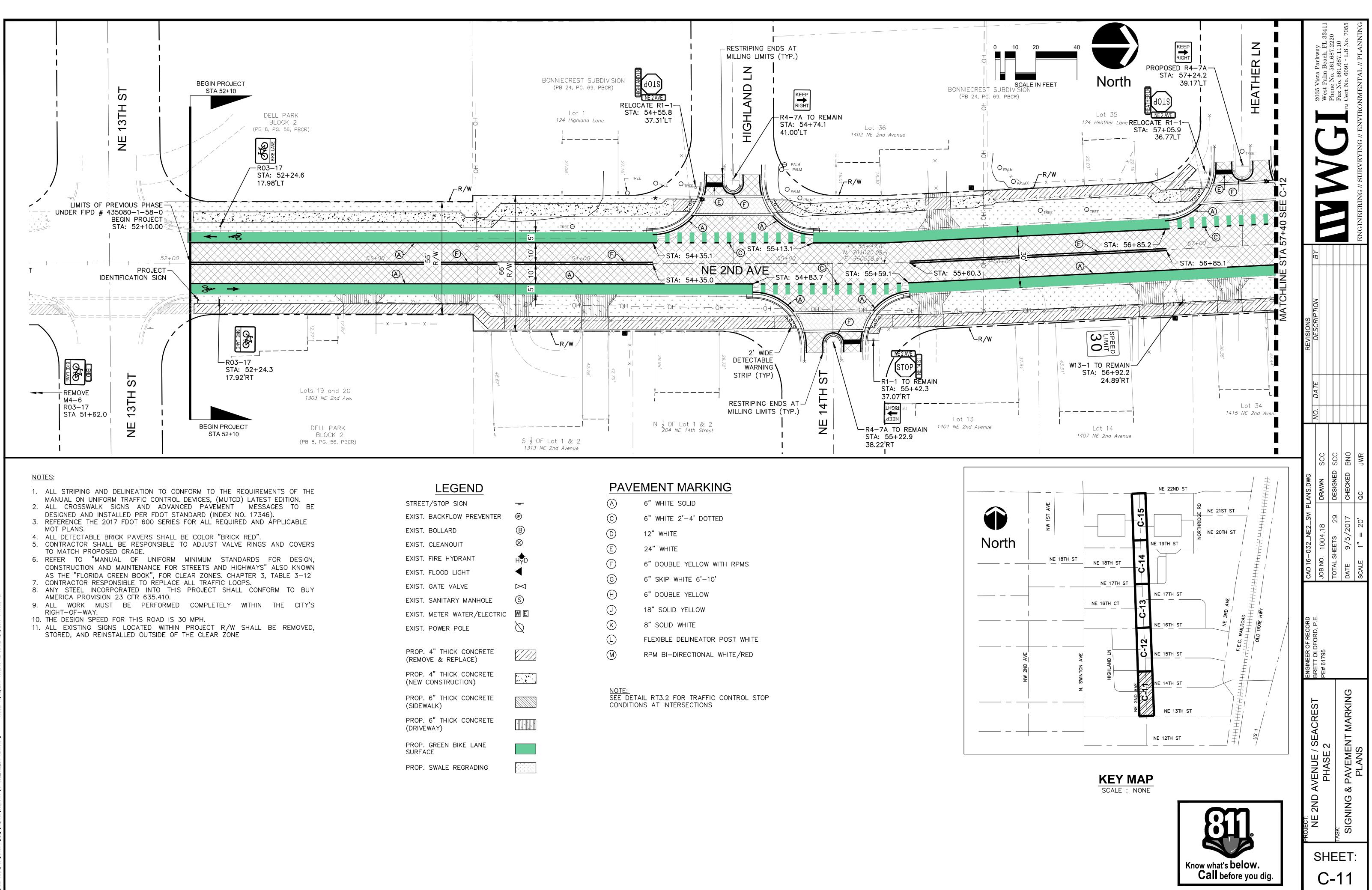
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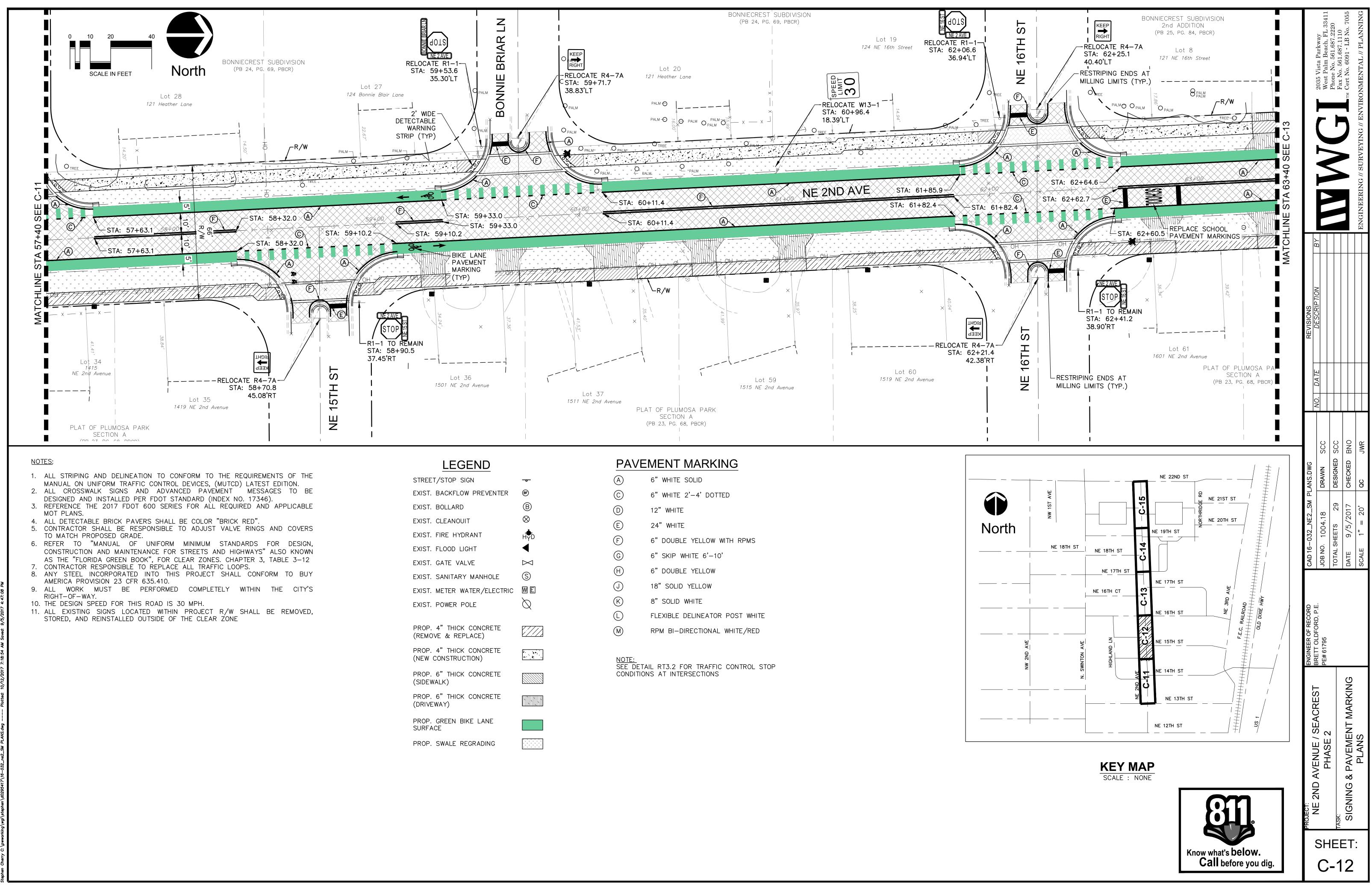
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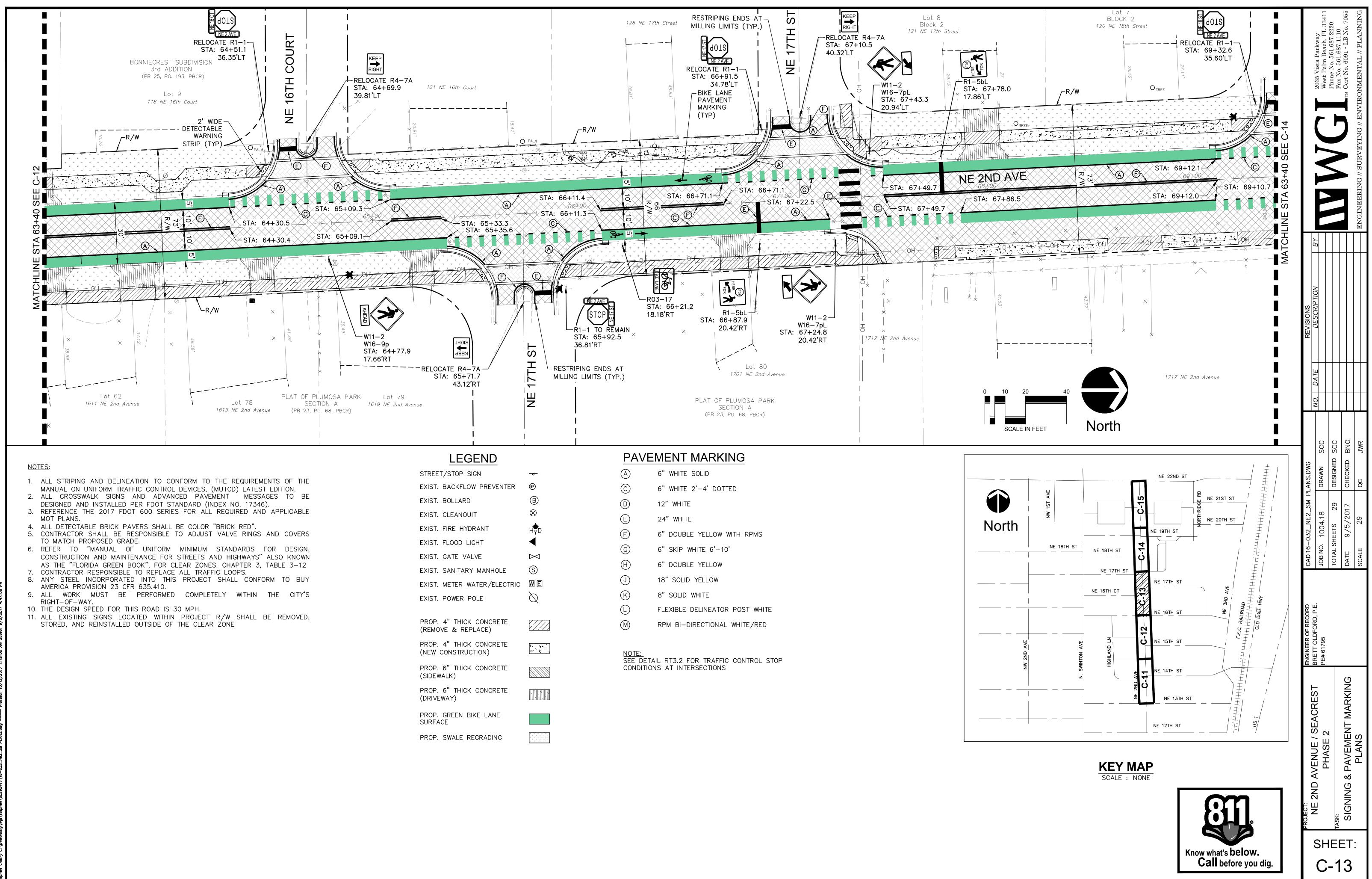


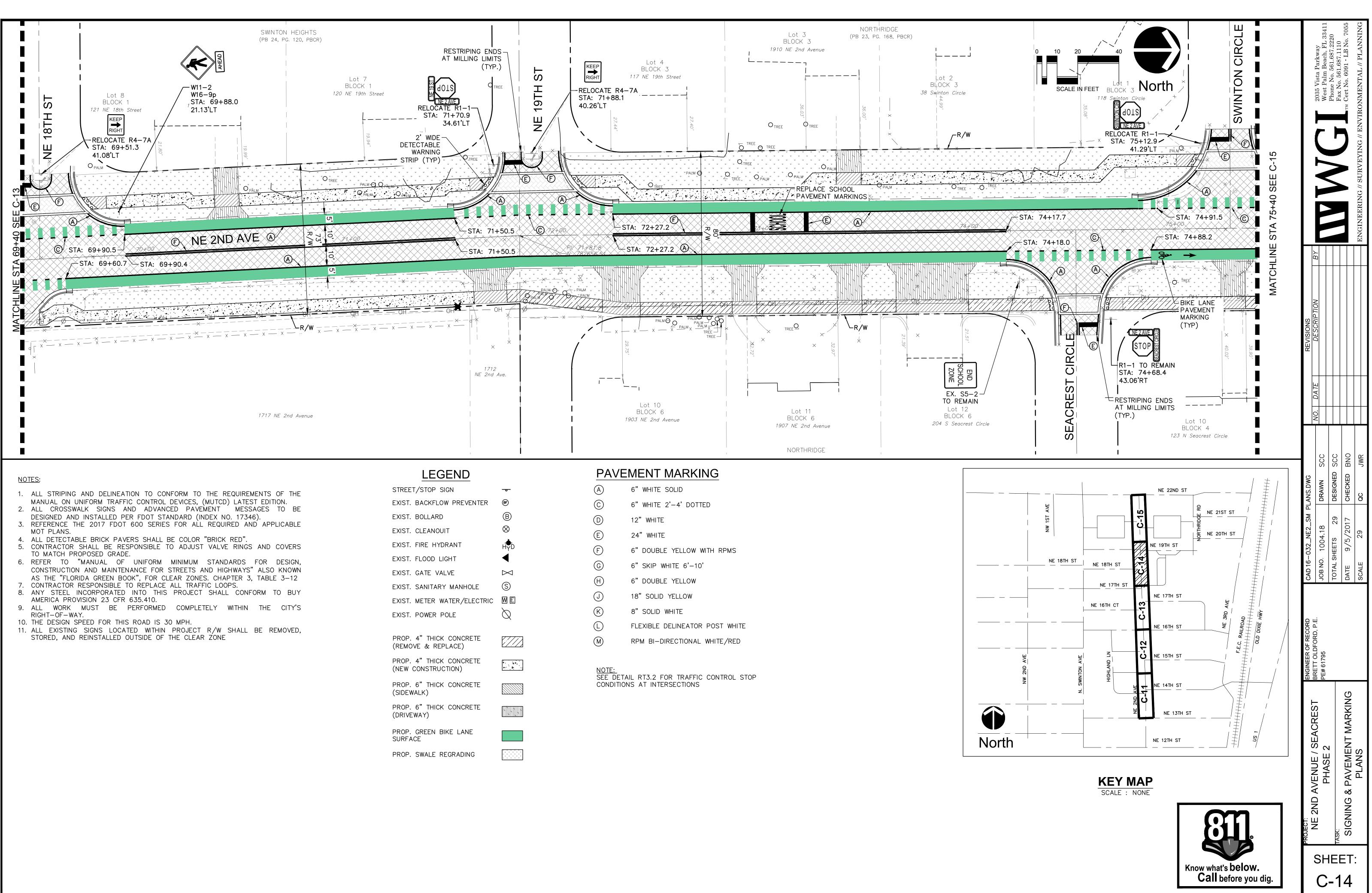
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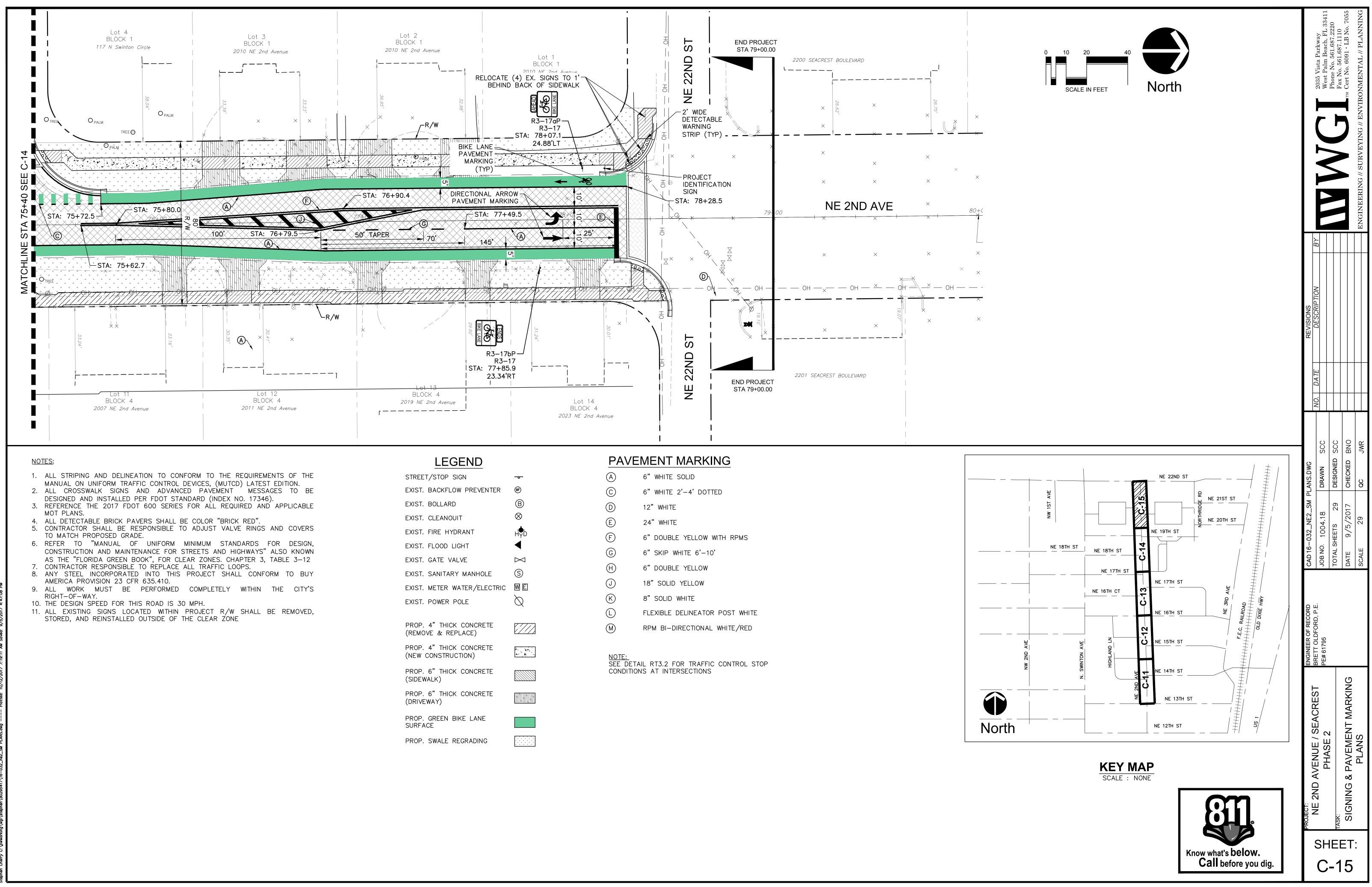
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24" WHITE
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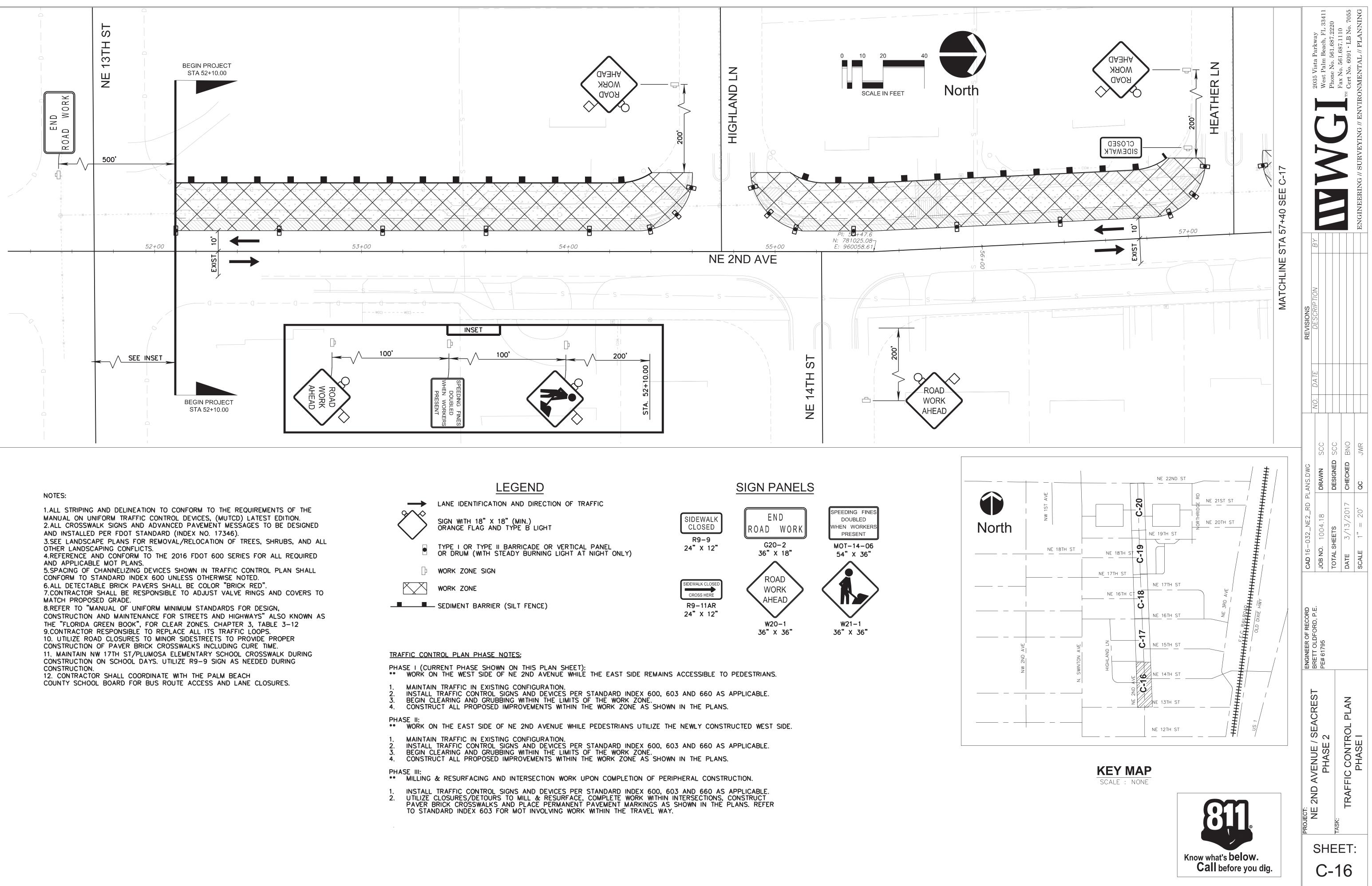
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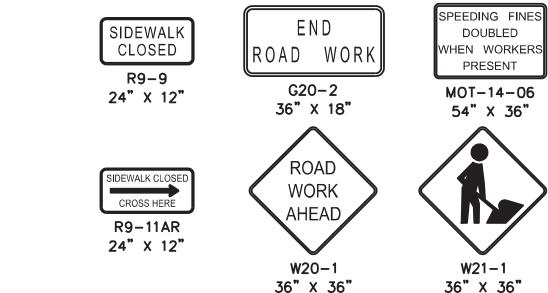


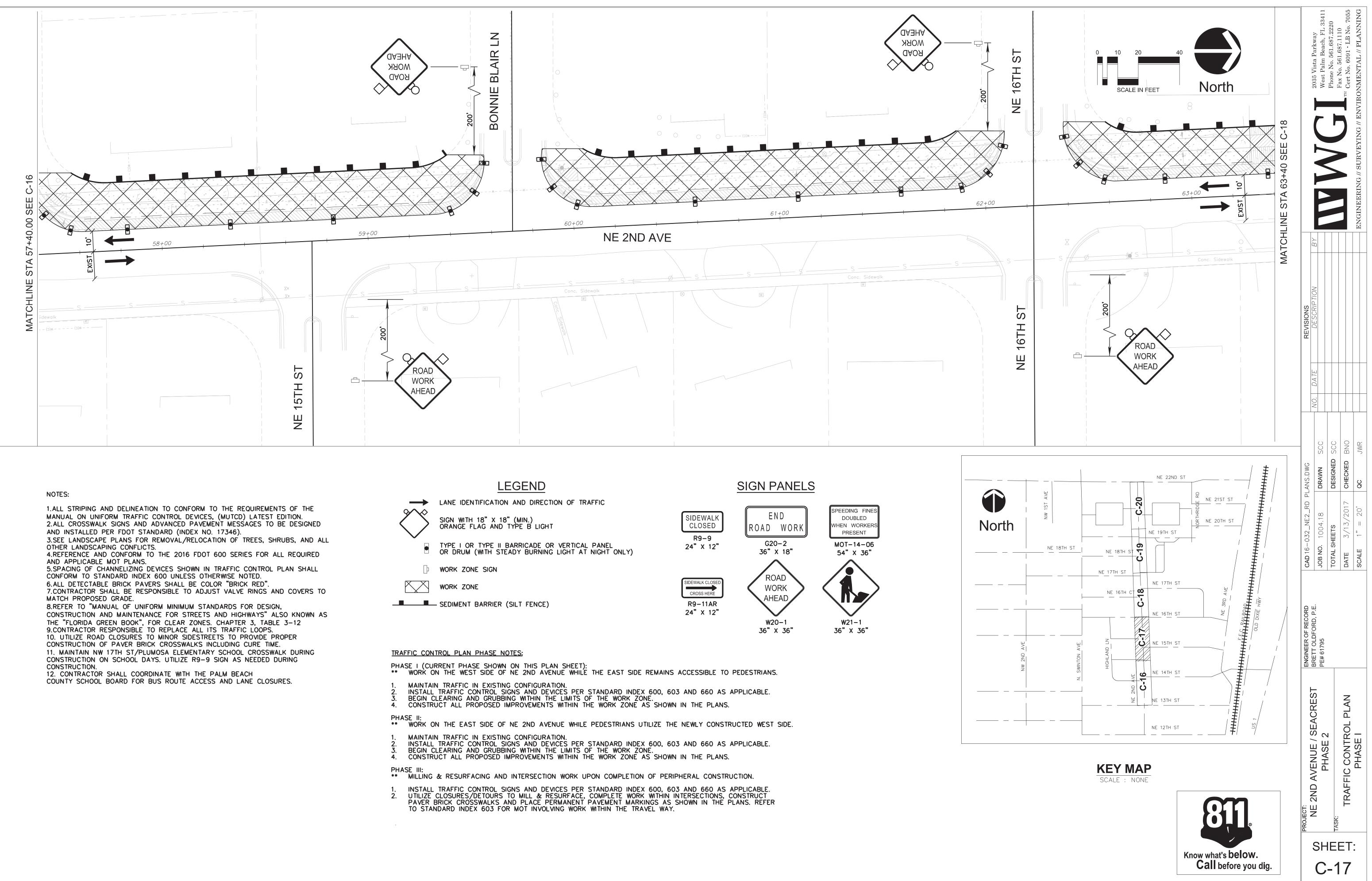
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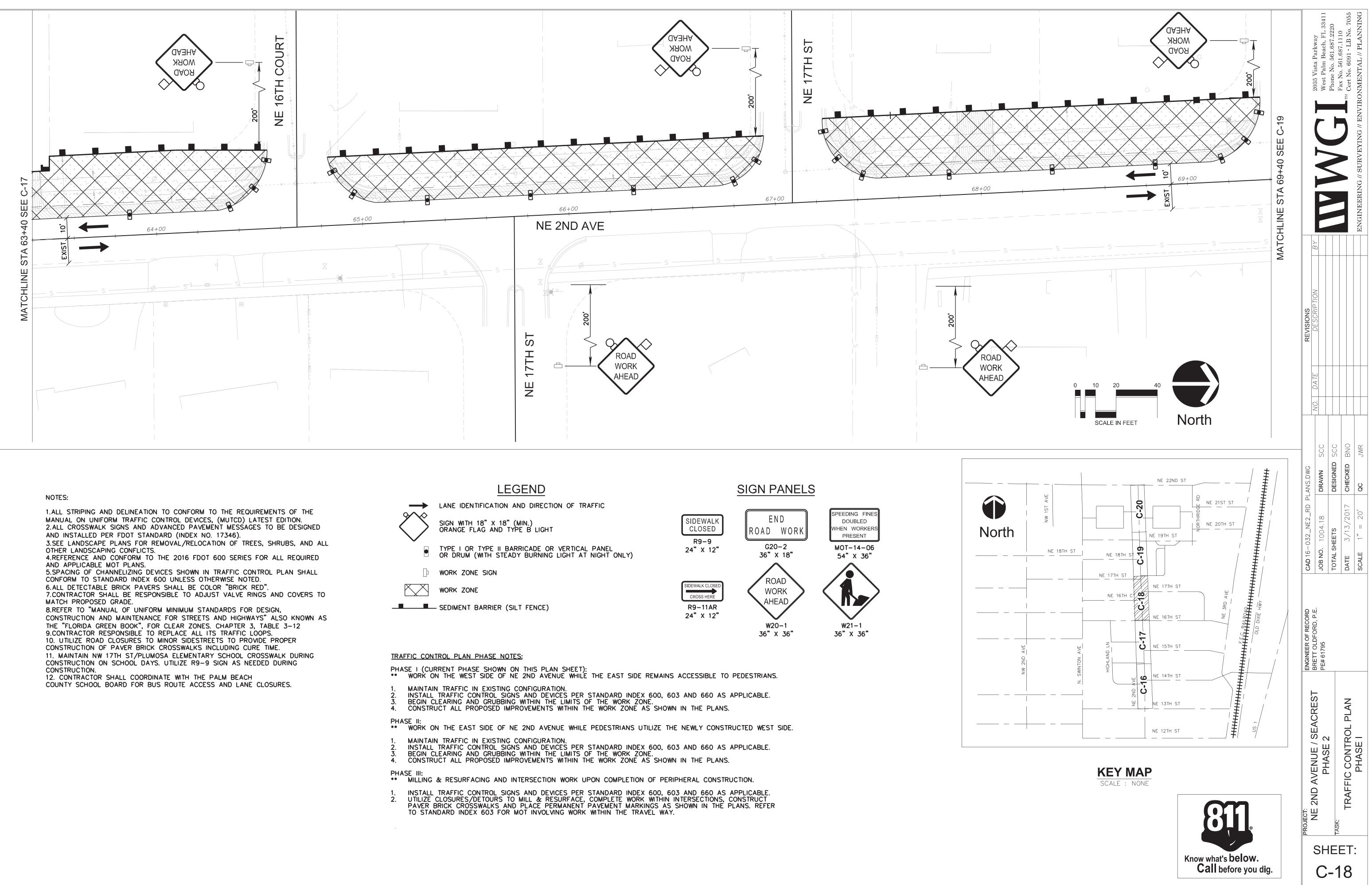
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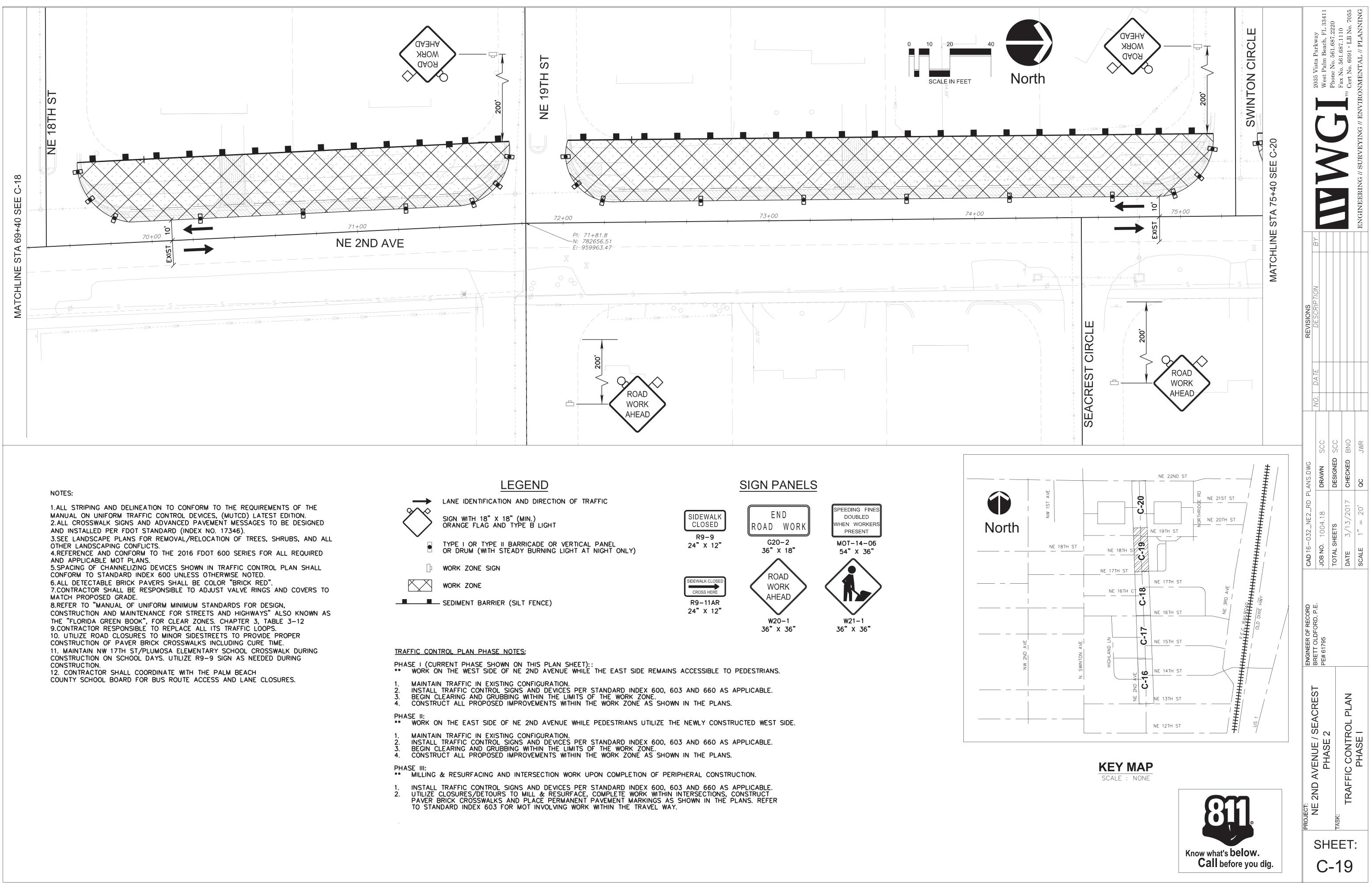


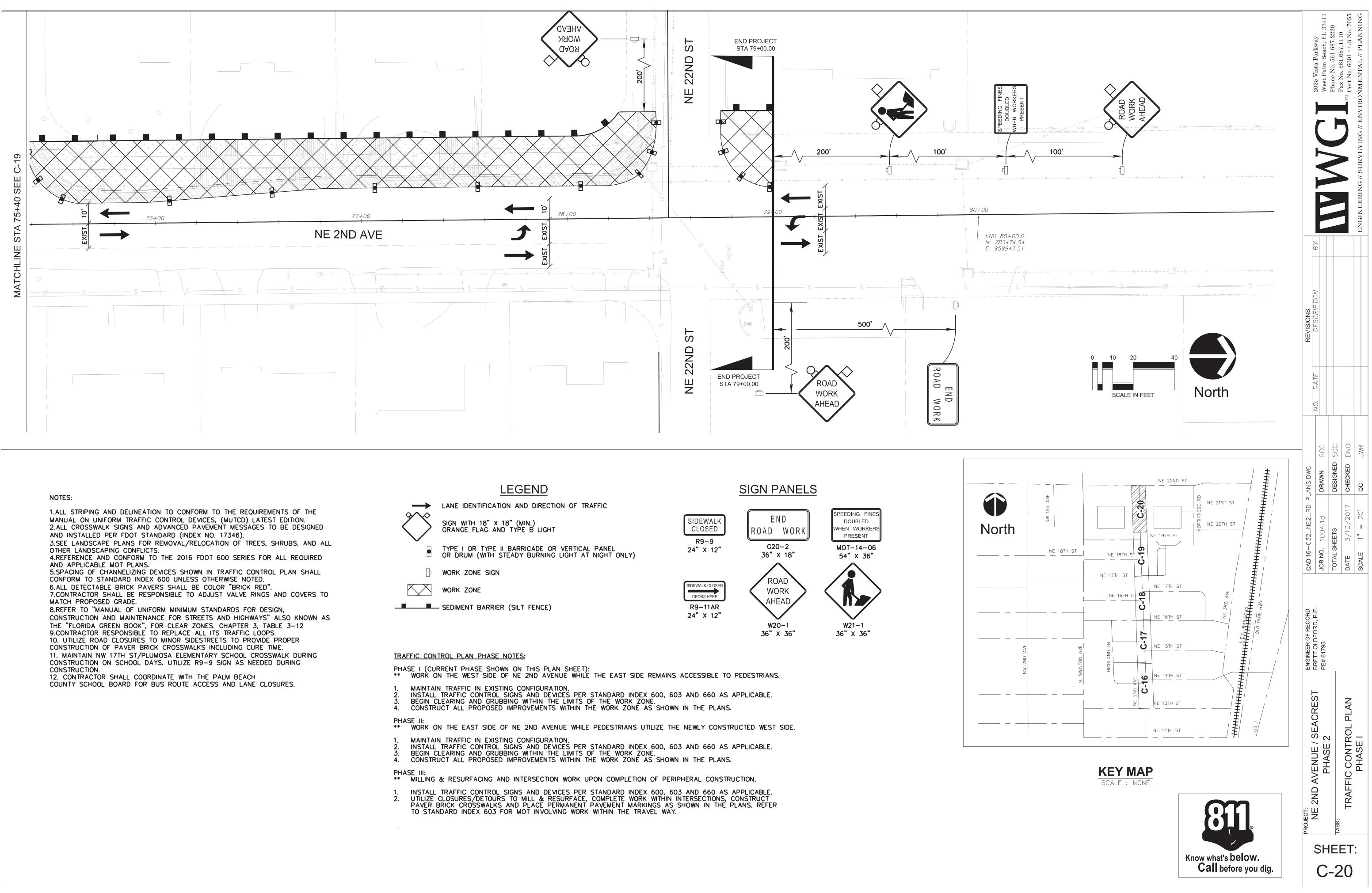


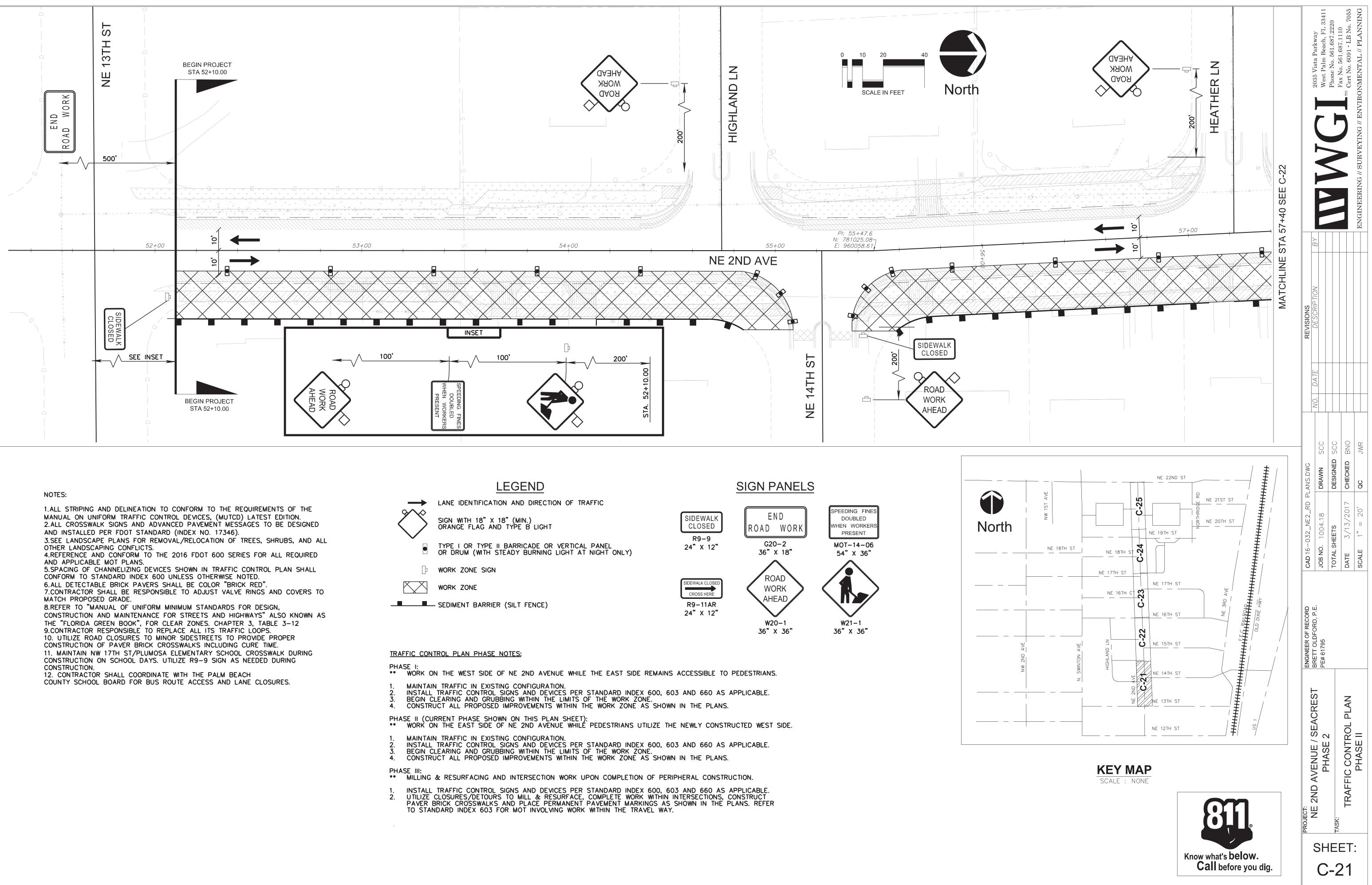




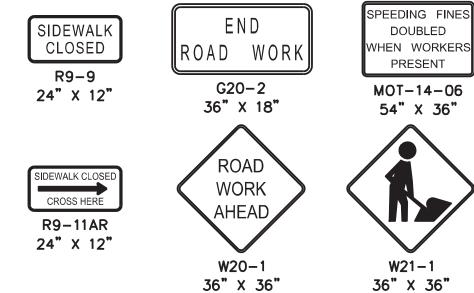


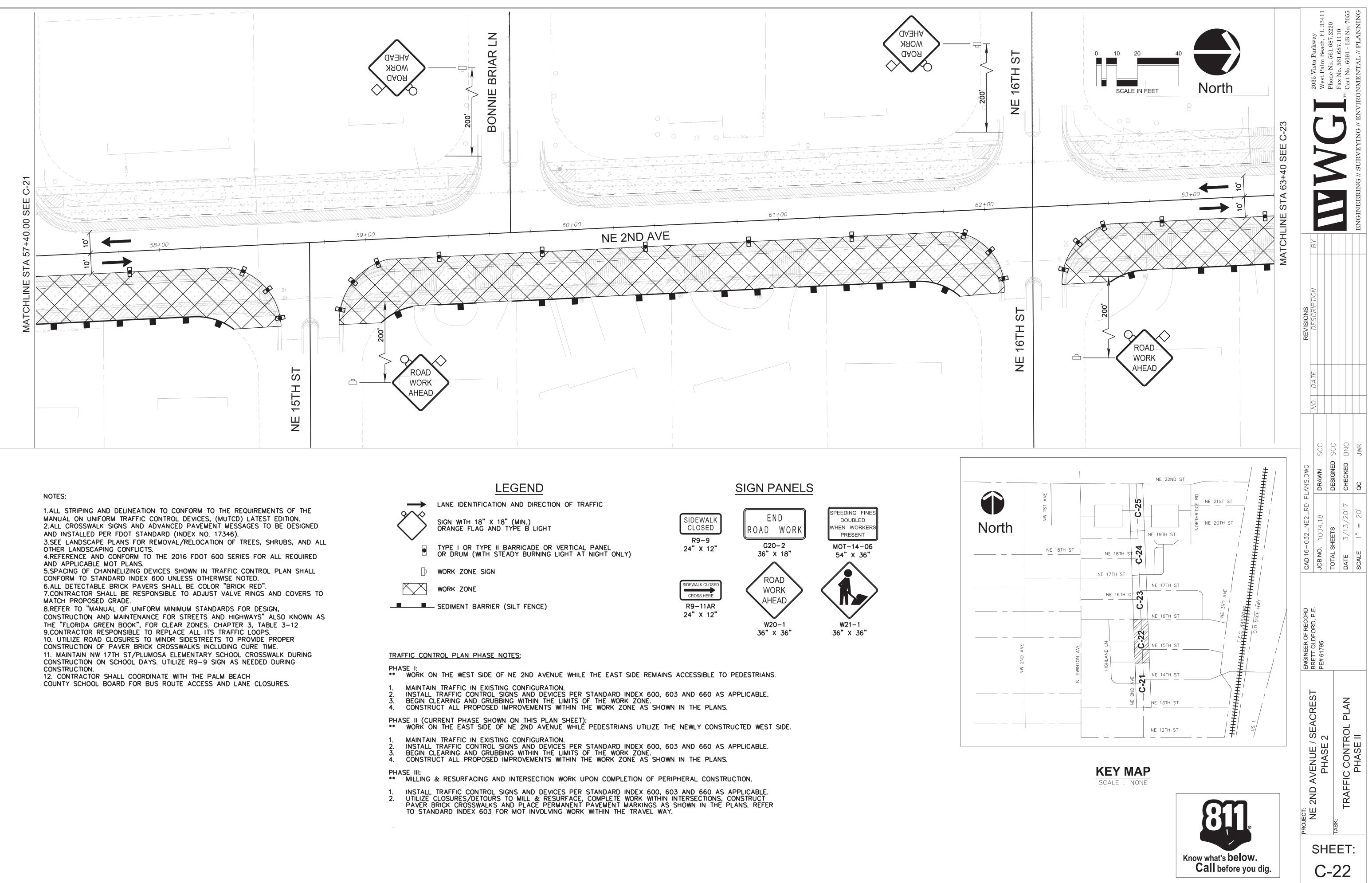


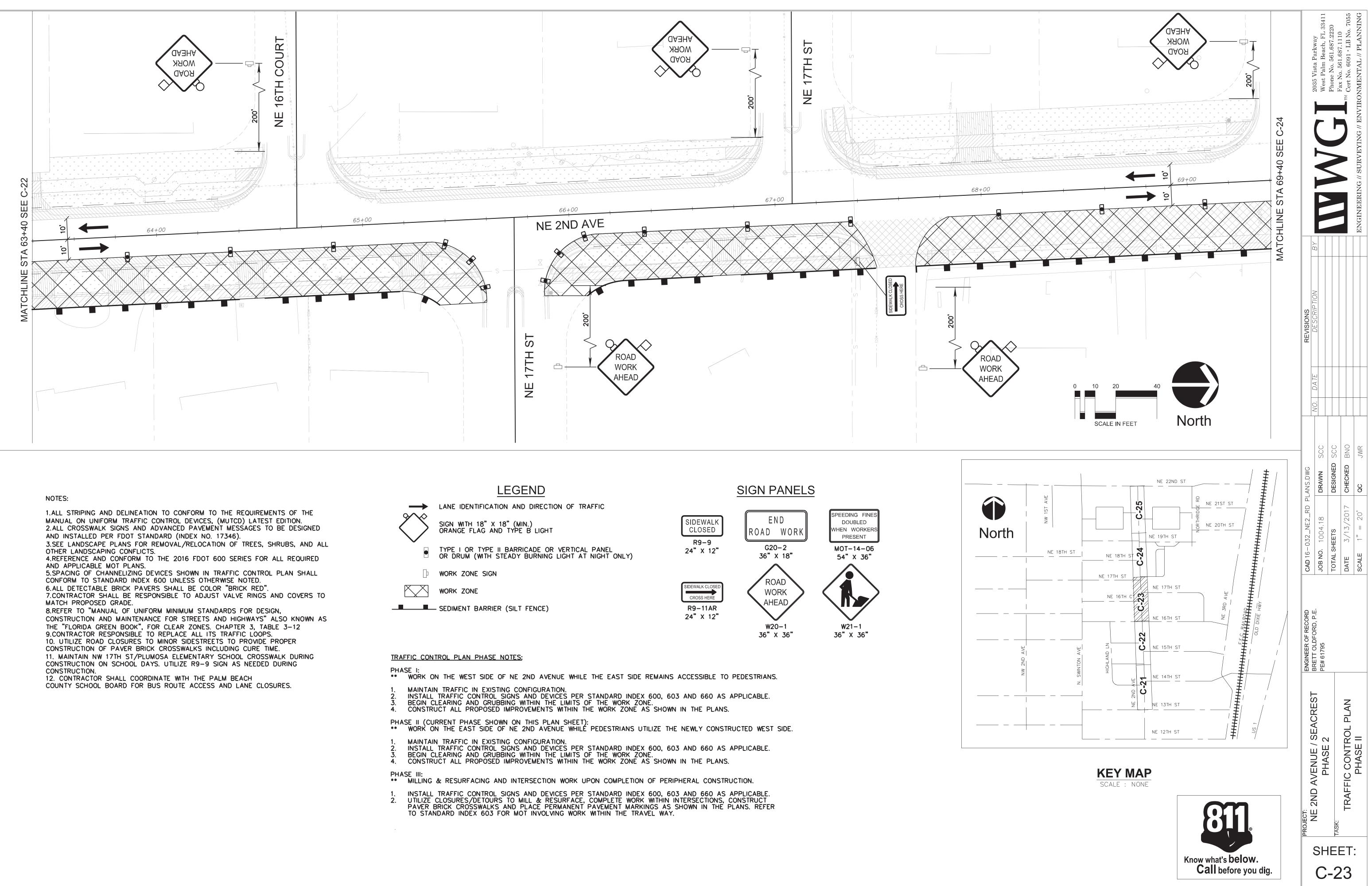


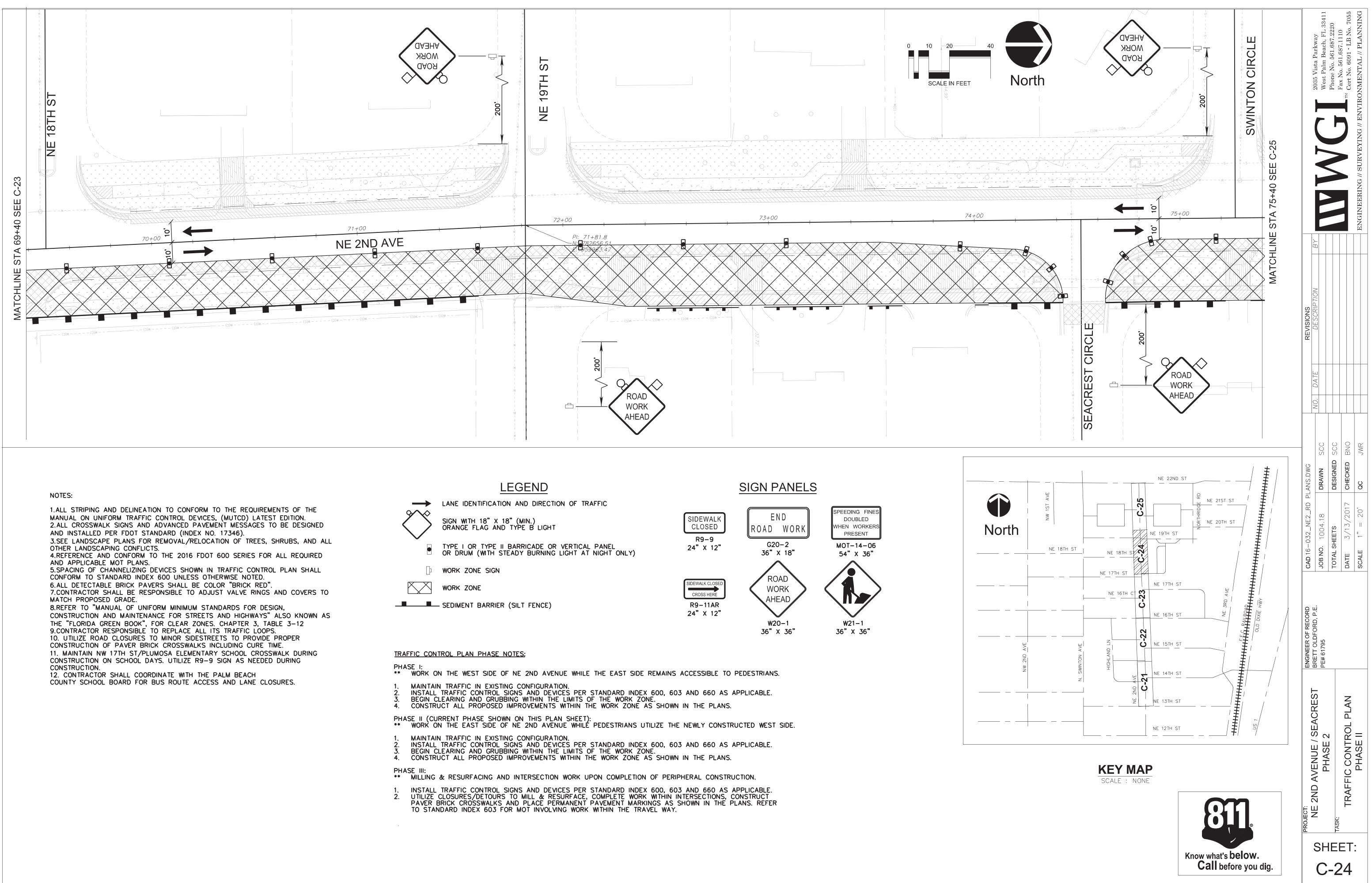


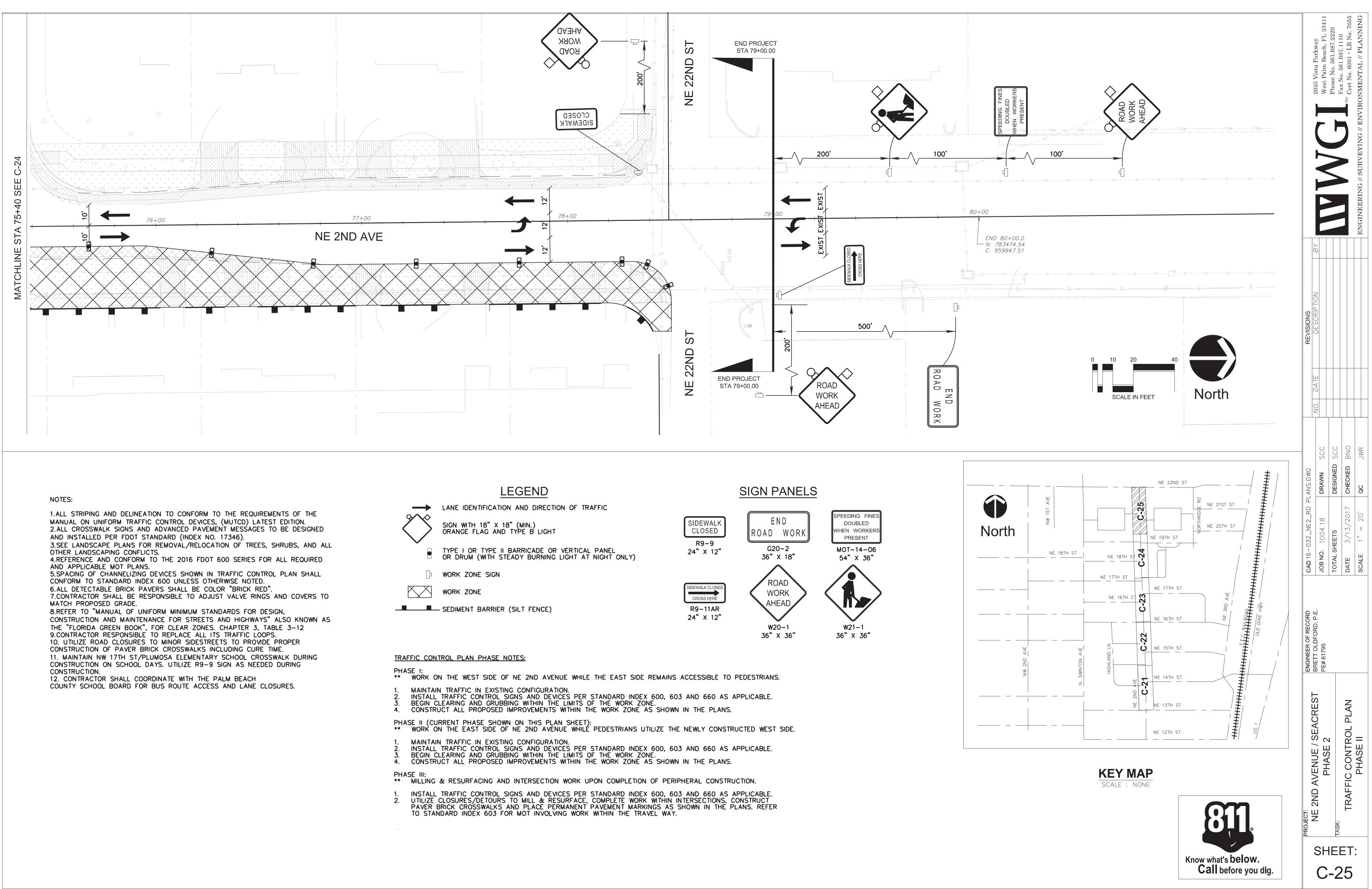


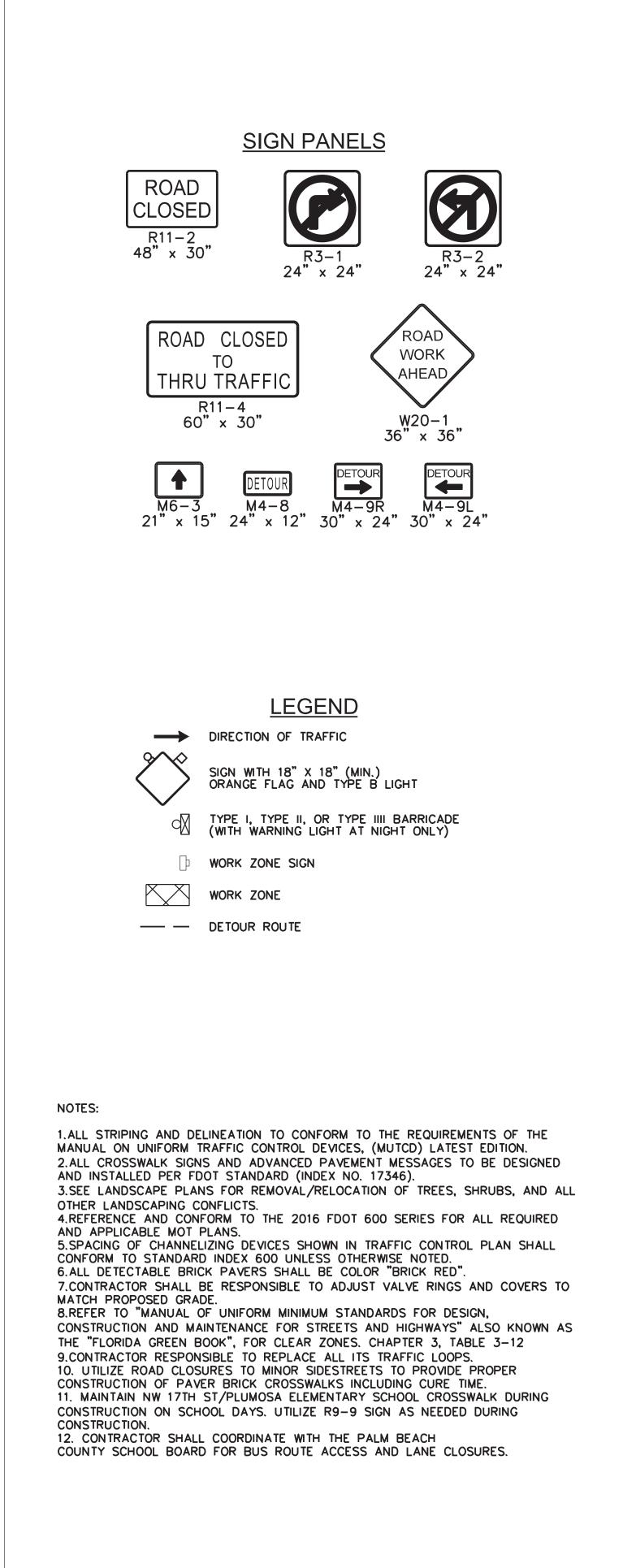


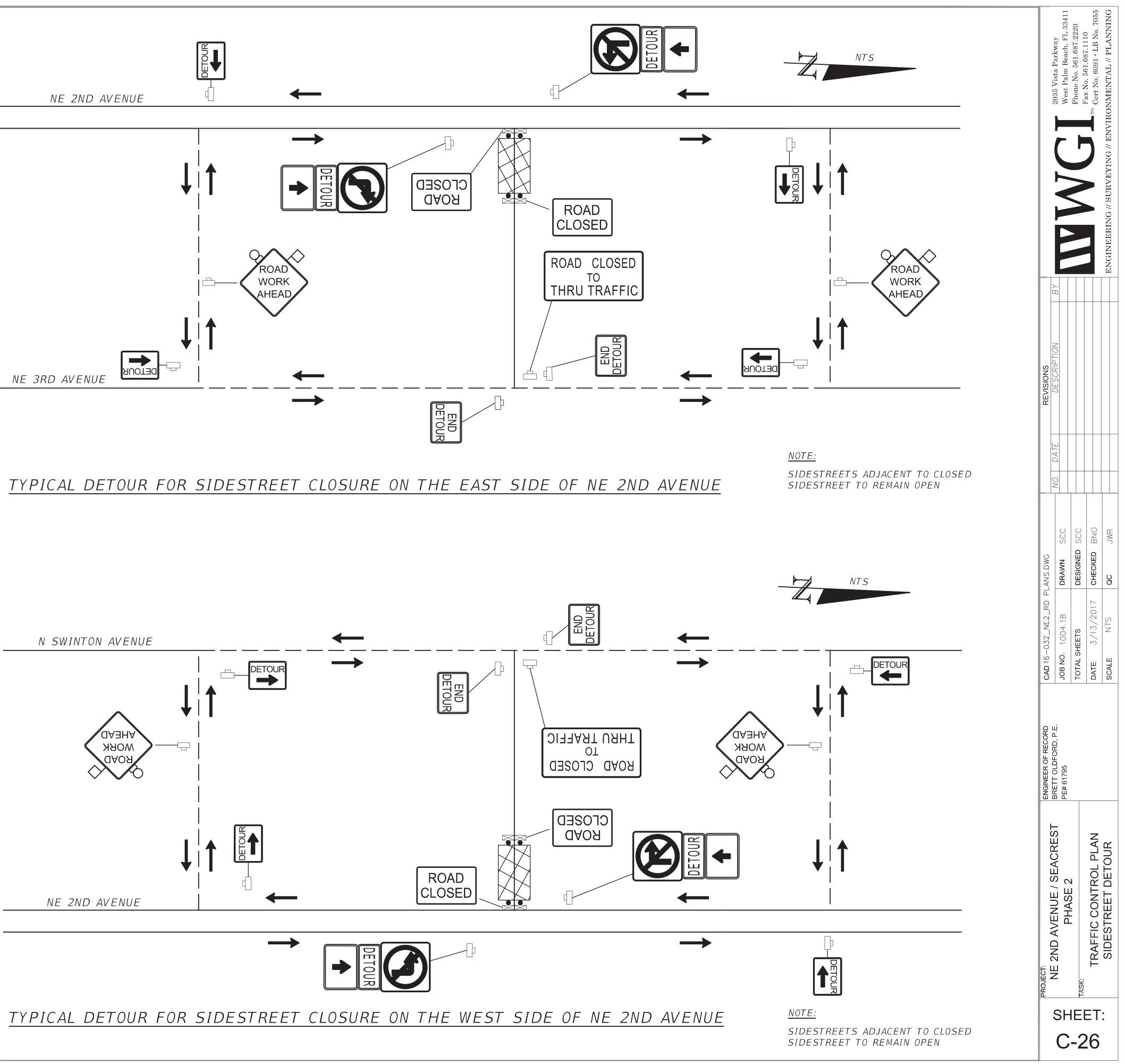


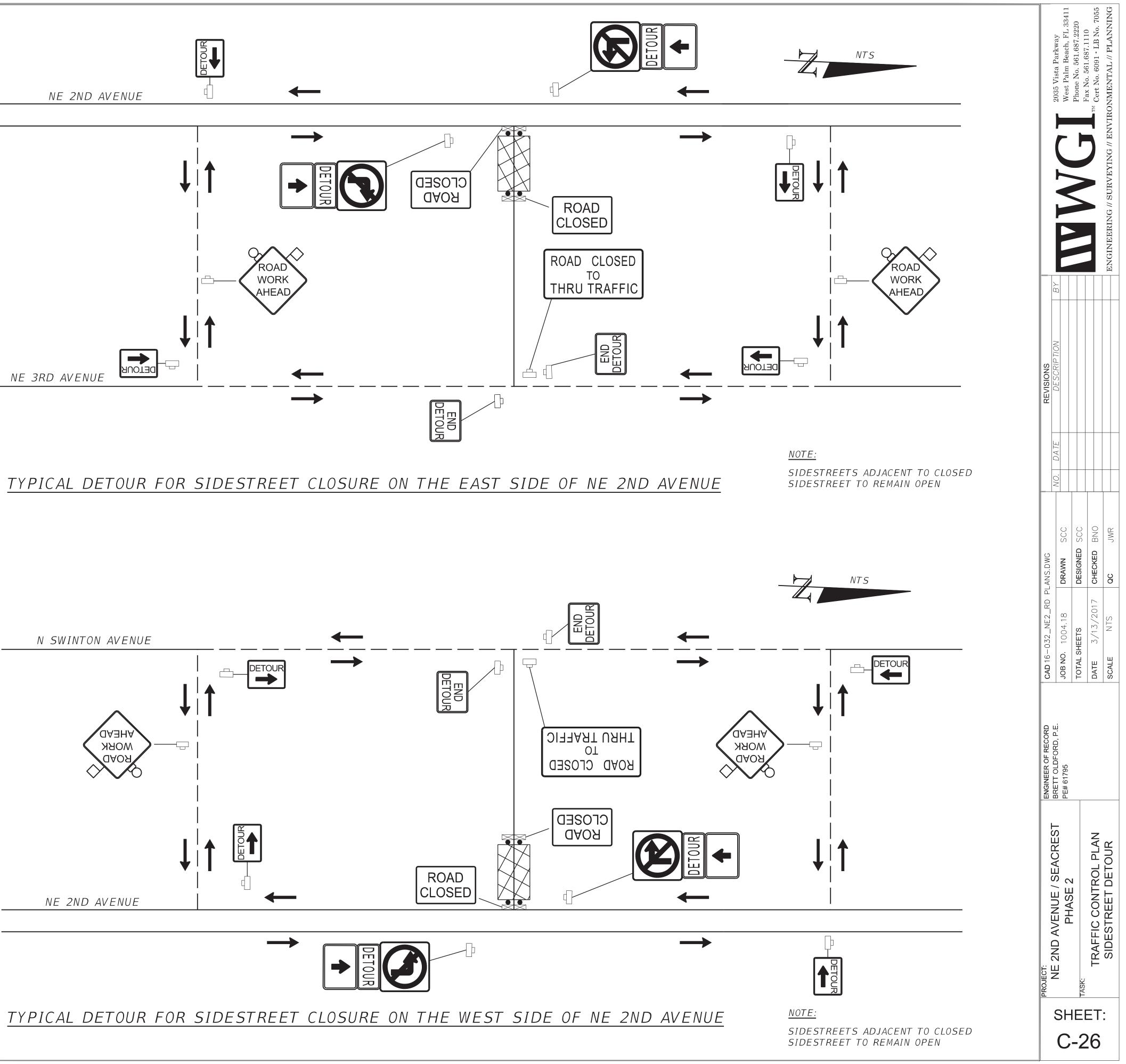


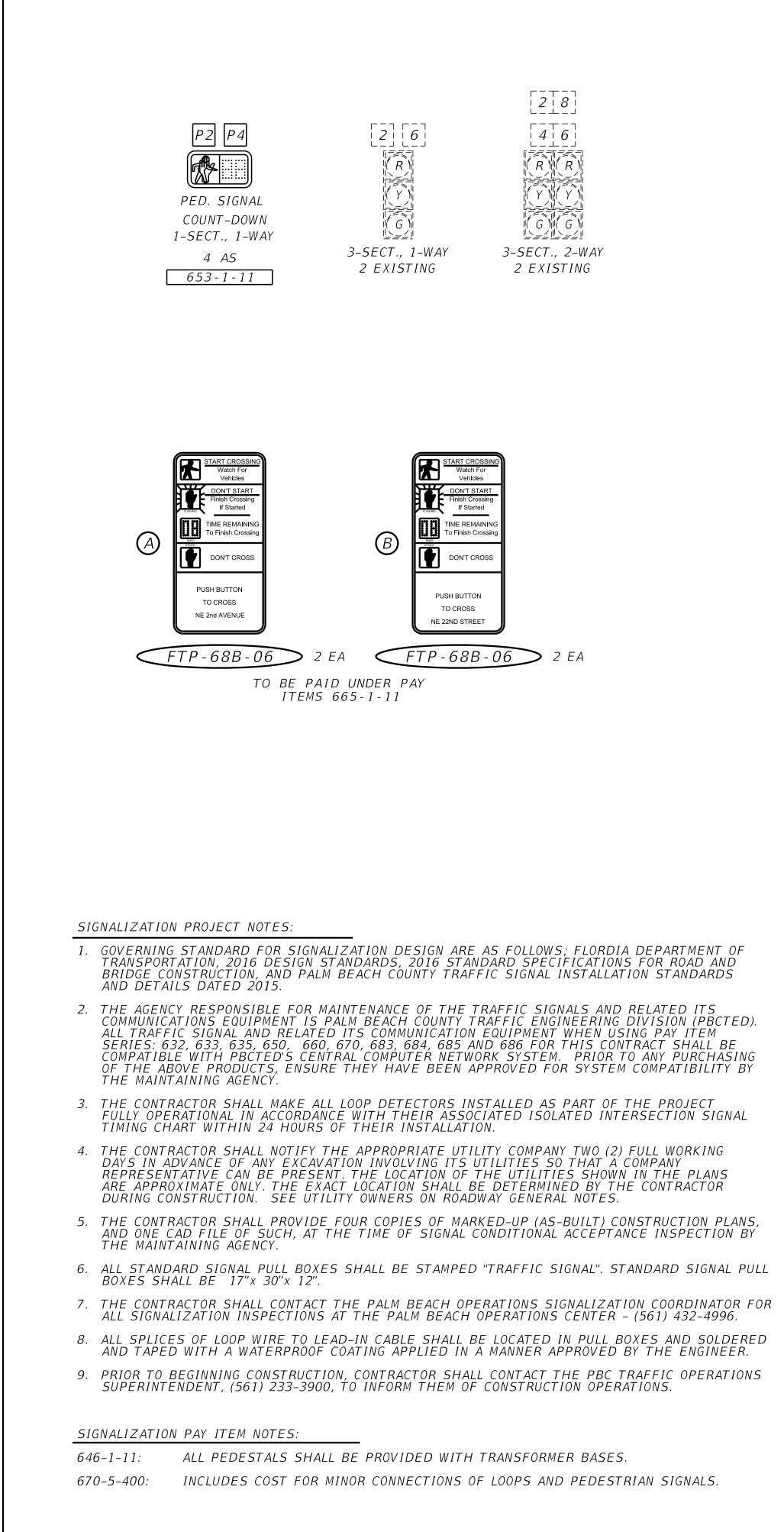


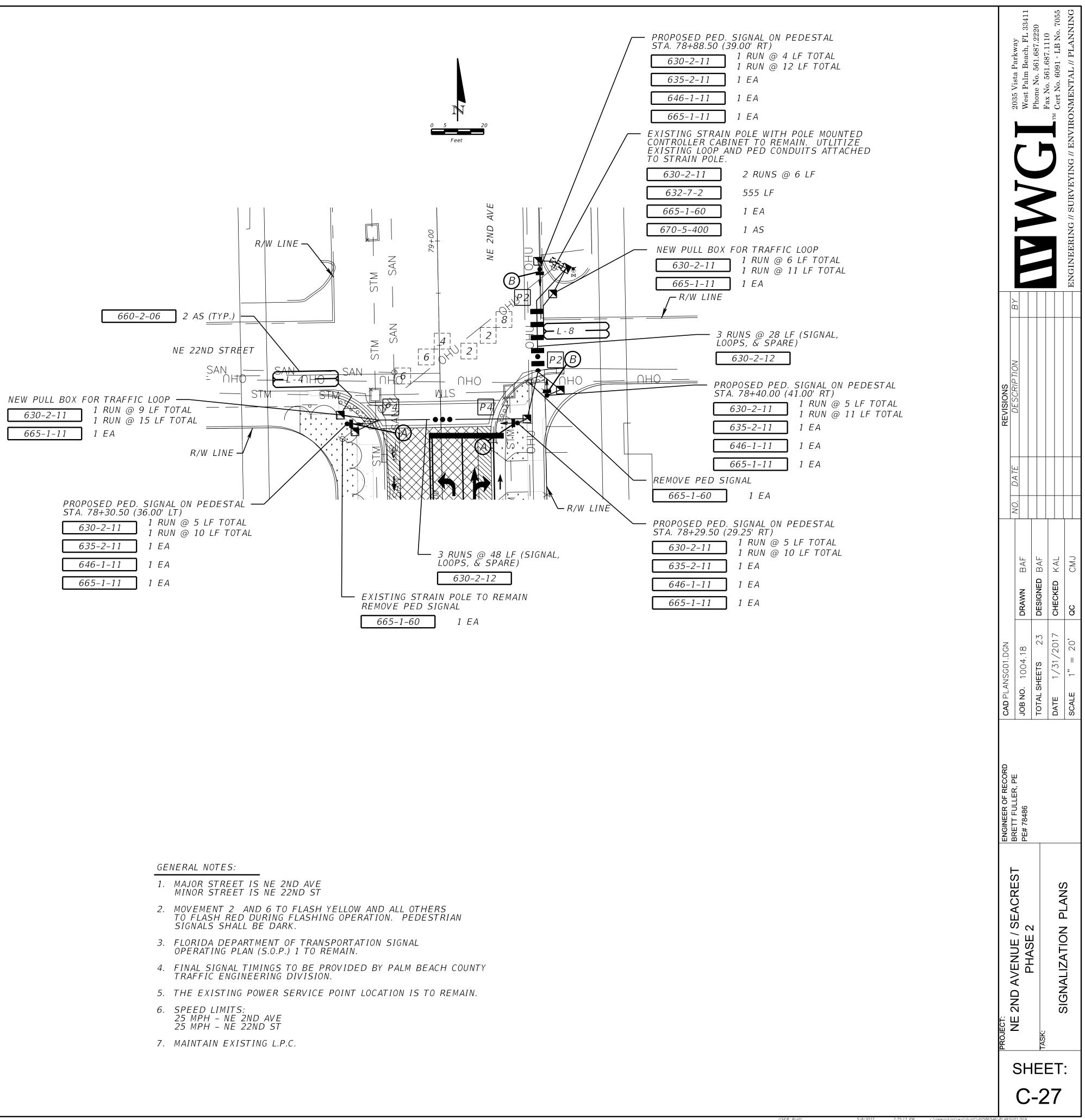


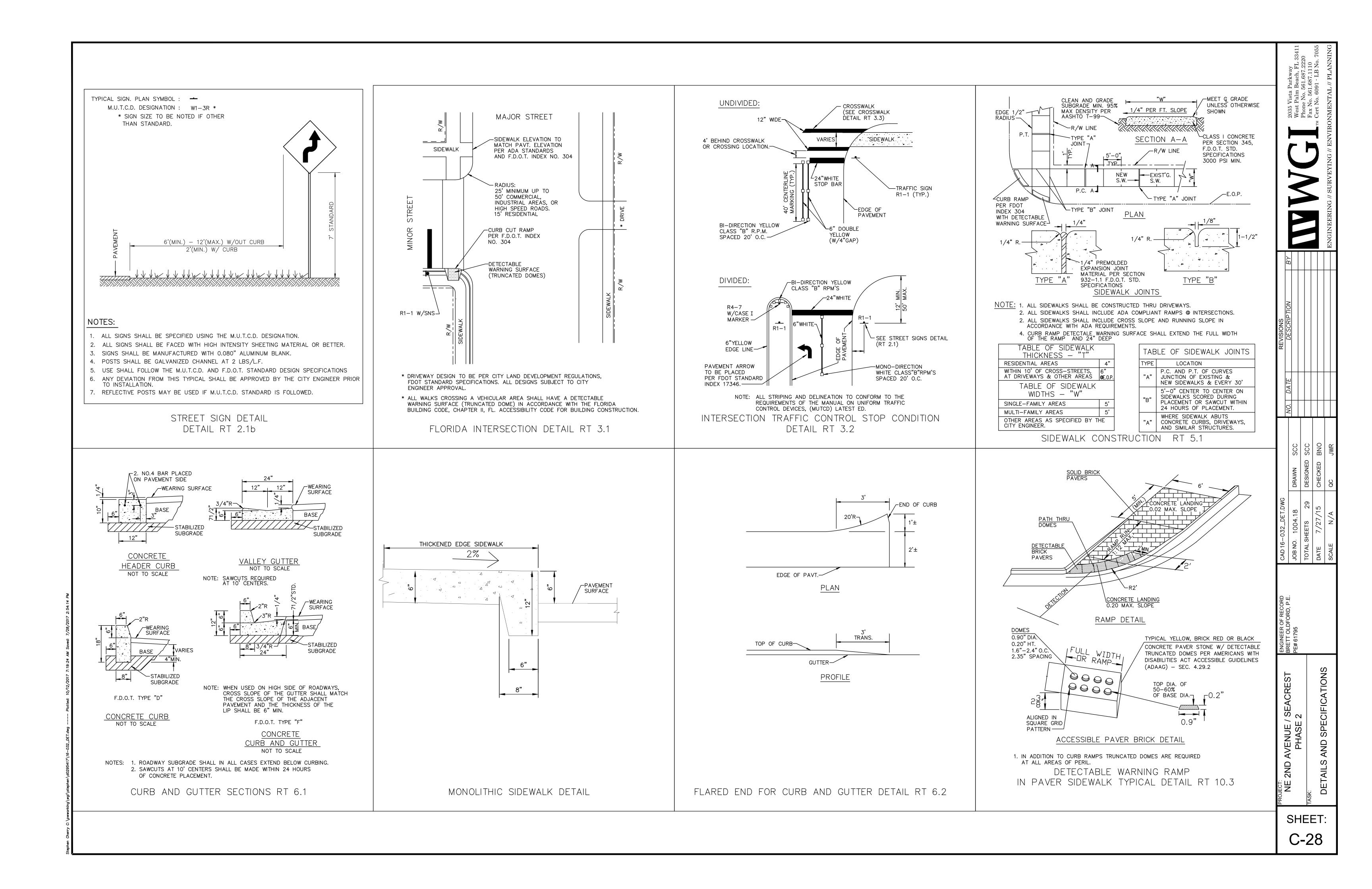


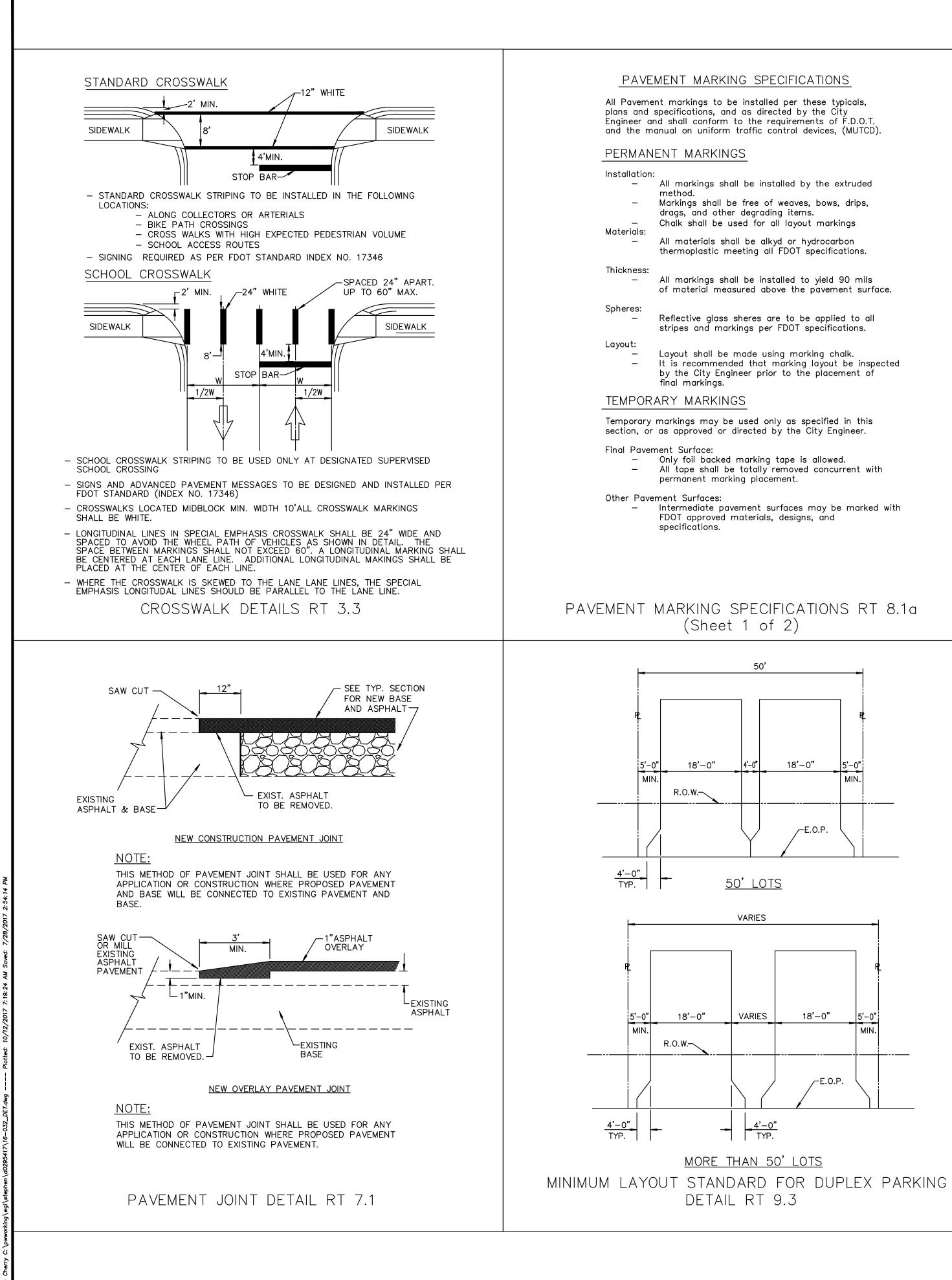






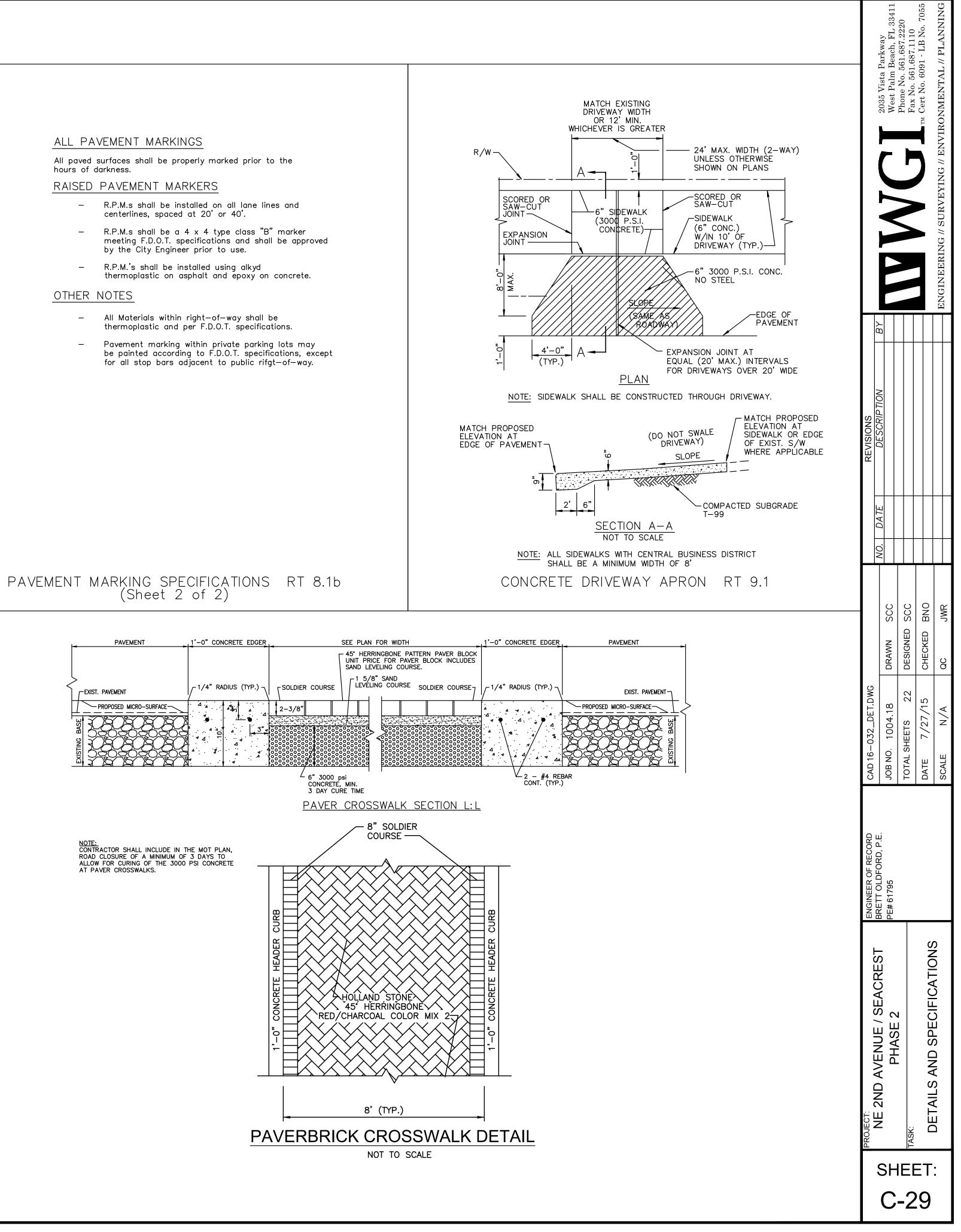


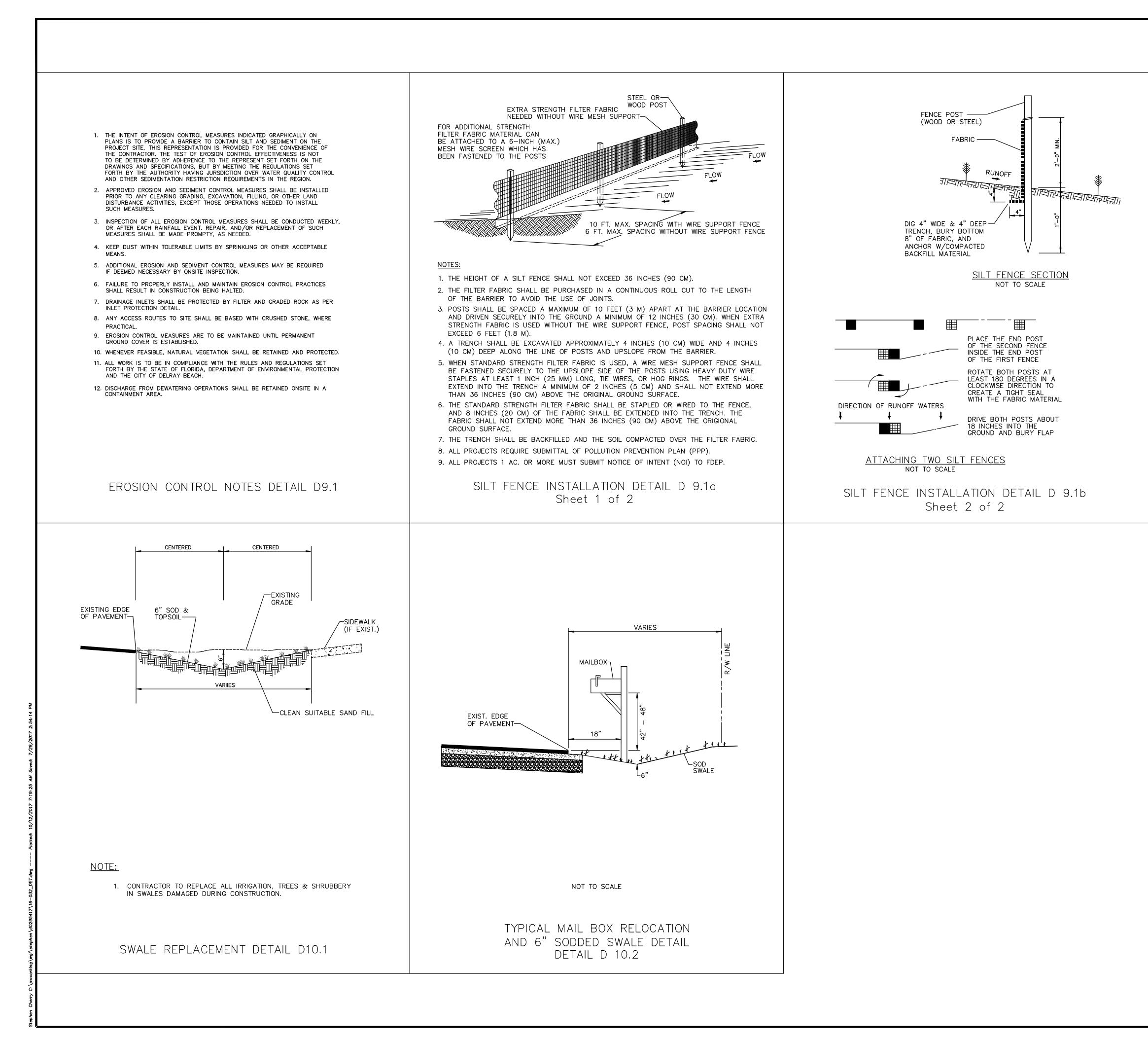




- by the City Engineer prior to use.
- thermoplastic on asphalt and epoxy on concrete.

- for all stop bars adjacent to public rifat-of-way.





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# **APPENDIX F**

# SUPPLEMENTAL GENERAL CONDITIONS

CFR EXCERPTS

**BUY AMERICA CERTIFICATION** 

E-VERIFY

EQUAL EMPLOYMENT OPPORTUNITY

FHWA FORM 1273

LOBBYING CERTIFICATION

PATENTED/PROPRIETARY MATERIALS

PREVAILING MINIMUM WAGE (DAVIS-BACON)

PROHIBITION AGAINST CONVICT PRODUCED MATERIALS

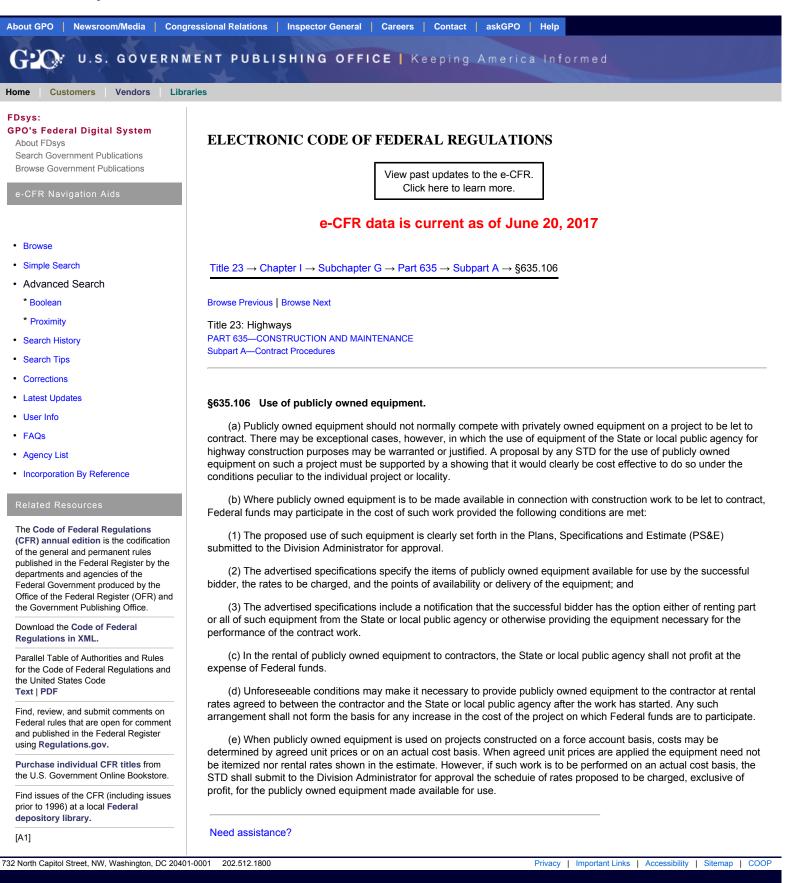
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SUSPENSION AND DEBARMENT

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DOT 1050.2 APPENDICES A AND E

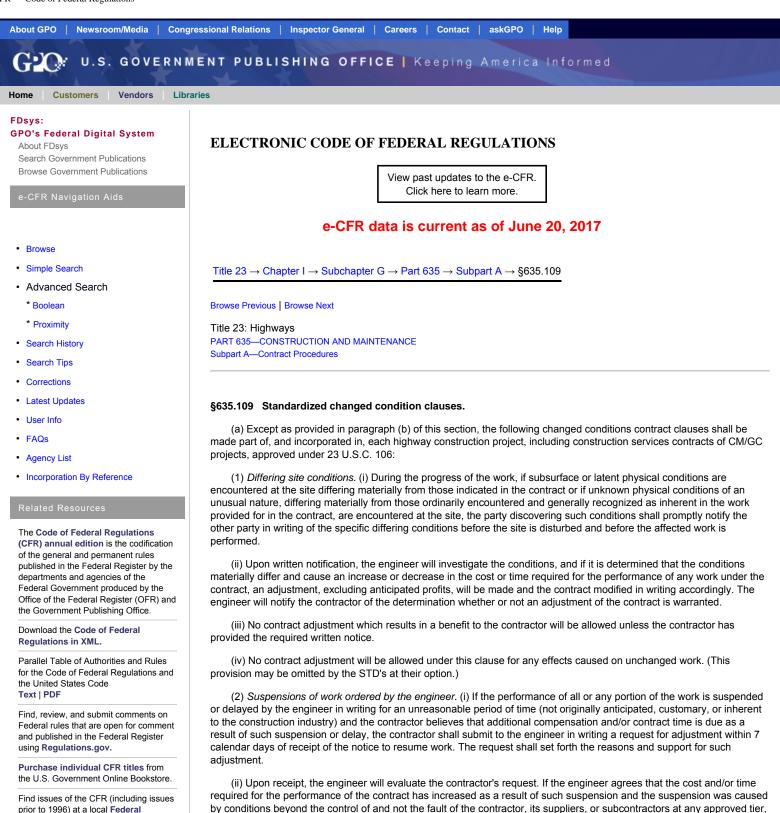
LAP CERTIFICATION OF CURRENT CAPACITY



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depository library.

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by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.

(iii) No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.

(iv) No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

(3) Significant changes in the character of work. (i) The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the

contractor agrees to perform the work as altered.

(ii) If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.

(iii) If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.

(iv) The term "significant change" shall be construed to apply only to the following circumstances:

(A) When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or

(B) When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

(b) The provisions of this section shall be governed by the following:

(1) Where State statute does not permit one or more of the contract clauses included in paragraph (a) of this section, the State statute shall prevail and such clause or clauses need not be made applicable to Federal-aid highway contracts.

(2) Where the State transportation department has developed and implemented one or more of the contract clauses included in paragraph (a) of this section, such clause or clauses, as developed by the State transportation department may be included in Federal-aid highway contracts in lieu of the corresponding clause or clauses in paragraph (a) of this section. The State's action must be pursuant to a specific State statute requiring differing contract conditions clauses. Such State developed clause or clauses, however, must be in conformance with 23 U.S.C., 23 CFR and other applicable Federal statutes and regulations as appropriate and shall be subject to the Division Administrator's approval as part of the PS&E.

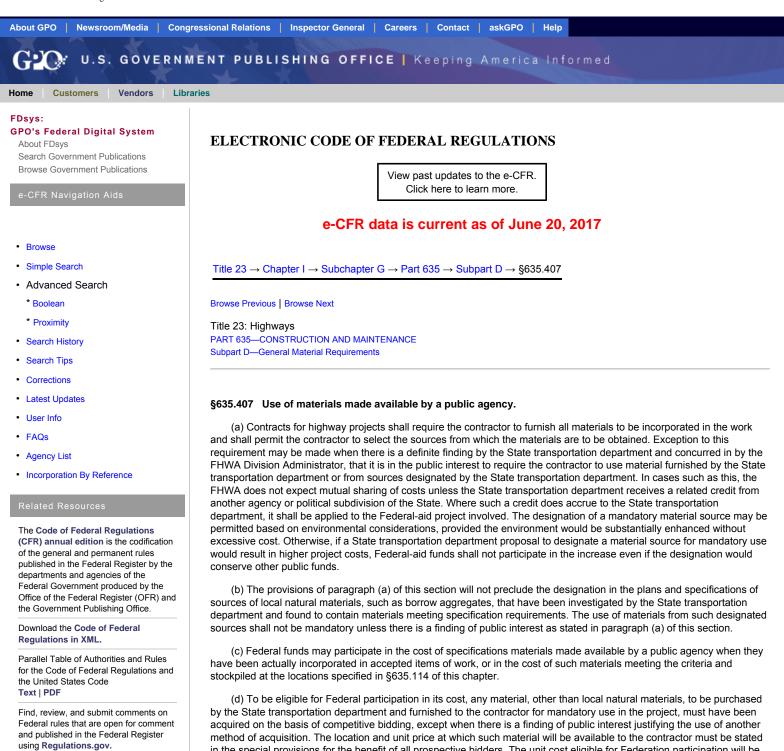
(c) In the case of a design-build project, STDs are strongly encouraged to use "suspensions of work ordered by the engineer" clauses, and may consider "differing site condition" clauses and "significant changes in the character of work" clauses which are appropriate for the risk and responsibilities that are shared with the design-builder.

[56 FR 37004, Aug. 2, 1991; 57 FR 10062, Mar. 23, 1992, as amended at 67 FR 75925, Dec. 10, 2002; 81 FR 86943, Dec. 2, 2016]

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limited to the unit cost of such material to the State transportation department.

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(e) When the State transportation department or another public agency owns or has control over the source of a local natural material the unit price at which such material will be made available to the contractor must be stated in the plans or special provisions. Federal participation will be limited to (1) the cost of the material to the State transportation department or other public agency; or (2) the fair and reasonable value of the material, whichever is less. Special cases may arise that will justify Federal participation on a basis other than that set forth above. Such cases should be fully documented and receive advance approval by the FHWA Division Administrator.

in the special provisions for the benefit of all prospective bidders. The unit cost eligible for Federation participation will be

(f) Costs incurred by the State transportation department or other public agency for acquiring a designated source or the right to take materials from it will not be eligible for Federal participation if the source is not used by the contractor.

(g) The contract provisions for one or a combination of Federal-aid projects shall not specify a mandatory site for the disposal of surplus excavated materials unless there is a finding by the State transportation department with the concurrence of the FHWA Division Administrator that such placement is the most economical except that the designation of a mandatory site may be permitted based on environmental considerations, provided the environment would be substantially enhanced without excessive cost.

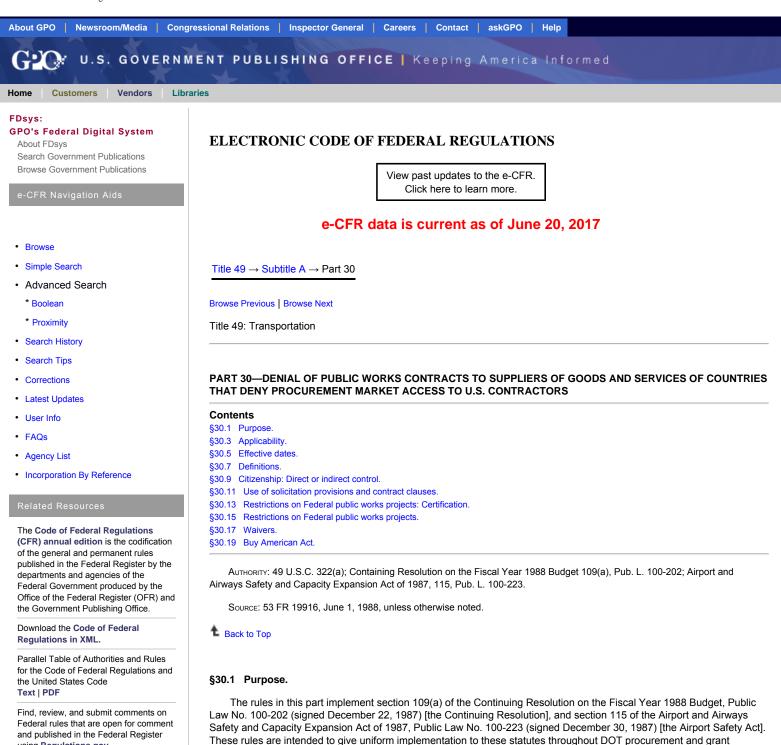
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programs.

# §30.3 Applicability.

(a) The restrictions imposed by section 109(a) of the Continuing Resolution extend to all DOT agencies as well as all recipients of DOT funds. The restrictions apply to all projects for which funds are obligated or contracts or subcontracts are awarded during fiscal year 1988, including projects and contracts under all DOT financial assistance programs. The prohibition applies to public buildings and public works projects everywhere in the United States or any territory or possession of the United States. U.S. overseas bases, installations, and embassies are not subject to this part.

(b) The restrictions imposed by section 115 of the Airport Safety Act extend to all projects for which funds are made available by that Act, whether or not the contracts are awarded during fiscal year 1988. The restrictions apply to all contracts entered into under grants authorized by the Airport Safety Act.

(c) This part applies to projects covered by section 109(a) of the Continuing Resolution, section 115 of the Airport Safety Act, or both. Whether one or the other statute or both apply, the effect on the project shall be the same, subject to

paragraph (e) of this section.

(d) In addition to construction, alteration, and repair contracts, the restrictions of this part cover all architect, engineering, and other services related to the preparation and performance of construction, alteration, and repair of public projects and public works.

(e) The restrictions of this part also apply to all products used in the construction, alteration, or repair of public projects and public works; *Provided, however*, That

(1) The restrictions of this part do not apply to construction equipment or vehicles that do not become part of a delivered structure, product, or project and

(2) Notwithstanding paragraph (c) of this section, the restrictions of section 109(a) of the Continuing Resolution do not apply to vehicles to be used by the project, including, but not limited to, buses, trucks, automobiles, rail rolling stock, and aircraft.

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# §30.5 Effective dates.

The provisions of section 109(a) of the Continuing Resolution apply to contracts (or new subcontracts under existing contracts, whether or not subject to the restriction) entered into after December 22, 1987, its date of enactment, and before October 1, 1988. The provisions of section 115 of the Airport Safety Act apply to contracts funded by the Act and entered into after December 30, 1987, its date of enactment; the restrictions remain effective so long as money provided by the Airport Safety Act is used. Accordingly, any contracts or subcontracts subject to the restrictions of this part entered into with contractors or subcontractors owned or controlled by citizens of subject countries, as defined by §§30.7 and 30.9 of this part, since December 22, 1987 shall be canceled at no cost to the Government, subject to the waiver provisions of §30.17 of this part. All public works or public buildings contracts entered into after December 22, 1987, shall include, or be modified to include, a provision prohibiting subcontracting with citizens of subject countries, as defined by §§30.7 and 30.9 of this part.

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# §30.7 Definitions.

(a) Funds appropriated for FY 1988 by this resolution or any other law, as used in this part with reference to section 109(a) of the Continuing Resolution, means all appropriated and trust funds available to DOT, its modal administration, or their grantees for expenditure or obligation in fiscal year 1988, regardless of the fiscal year in which the funds were appropriated.

(b) *Funds made available by this Act*, as used in this part with reference to section 115(a) of the Airport Safety Act, means all funds, including trust funds, made available to DOT, its modal administrations, or their grantees by that Act, whether or not the contracts to be funded are awarded during fiscal year 1988.

(c) Contractor and subcontractor means any person, other than a supplier of products, performing any architectural, engineering, or other service directly related to the preparation for or performance of the construction, alteration, or repair of any public building or public work in the United States or any territory or possession of the United States.

(d) Contractor or subcontractor of a foreign country means any contractor or subcontractor that is a citizen or national of a foreign country, or is controlled directly or indirectly by one or more citizens or nationals of a foreign country.

(e) Service of a foreign country means any service provided by a person that is a citizen or national of a foreign country, or is controlled by one or more citizens or nationals of a foreign country.

(f) *Product of a foreign country* means construction materials, i.e., articles, materials, and supplies brought to the construction site for incorporation into the public works project. A product is considered to have been produced in a foreign country if more than fifty percent of the total cost of the product is allocable to production or manufacture in the foreign country.

(g) Foreign country means a country included in the list of countries that discriminate against U.S. firms published by the U.S.T.R.

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## §30.9 Citizenship: Direct or indirect control.

A contractor, subcontractor, or person providing a service shall be considered to be a citizen or national of a foreign country, or controlled directly or indirectly by citizens or nationals of a foreign country, within the meaning of this part.

(a) If 50 percent or more of the contractor or subcontractor is owned by one or more citizens or nationals of the foreign country;

(b) If the title to 50 percent or more of the stock of the contractor or subcontractor is held subject to trust or fiduciary obligation in favor of one or more citizens or nationals of the foreign country;

(c) If 50 percent or more of the voting power in the contractor or subcontractor is vested in or exercisable on behalf of one or more citizens or nationals of the foreign country;

(d) In the case of a partnership, if any general partner is a citizen or national of the foreign country;

(e) In the case of a corporation, if the number of its directors necessary to constitute a quorum are citizens of the foreign country or the corporation is organized under the laws of the foreign country or any subdivision, territory, or possession thereof; or

(f) In the case of a contractor or subcontractor that is a joint venture, if any participant meets any of the criteria in paragraphs (a) through (e) of this section.

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### §30.11 Use of solicitation provisions and contract clauses.

(a) Unless the President or the Secretary waives the restrictions imposed by section 109(a) of the Continuing Resolution in accordance with §30.17 of this part, the contracting officer shall insert a clause similar to the clause at §30.15, Restrictions on Federal Public Works Projects, in contractions and solicitations, if—

(1) The contract is awarded on or after December 22, 1987, and before October 1, 1988; and

(2) The contract obligates funds appropriated for use in FY 1988 by the Continuing Resolution or any other law; and

(3) The contract is for the acquisition of construction, alteration and repair, architectural, engineering, or other services directly related to the preparation for, or performance of, construction, alteration, and repair for Federal public works projects inside the United States, U.S. territories, or U.S. possessions.

(b) Unless the Secretary waives the restrictions imposed by section 115 of the Airport Safety Act in accordance with §30.17 of this part, the contracting officer shall insert a clause similar to the clause at §30.15, Restrictions on Federal Public Works Projects, in contracts and solicitations relating to any project for which funds, including grant funds, are made available by that Act, whether or not the contract is awarded during fiscal year 1988.

(c) Any contract already awarded that should have contained the clause prescribed in paragraph (a) or (b) of this section, but did not, shall be modified to include the clause. In the event that the contracting officer is unable to modify such contract, the contract shall be canceled at no cost to the Government, unless a waiver is granted in accordance with §30.17 of this part.

(d) Contracting officers shall insert a provision similar to the solicitation provision at §30.13 of this part, Restrictions on Public Works Projects—Certification, in solicitations containing the clause at §30.15 of this part, Restrictions on Federal Public Works Projects.

(e) Any solicitation issued before December 22, 1987, that will result in the award of a contract covered by paragraph (a) of this section after December 22, 1987, and before October 1, 1988, and that should have contained a provision similar to that §30.13 of this part, but did not, shall be amended to include the provision if the contract has not yet been awarded.

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### §30.13 Restrictions on Federal public works projects: Certification.

As prescribed in §30.11(c) of this part, the contracting officer shall insert the following provision in solicitations containing the clause at §30.15, *Restrictions on Federal Public Works Projects:* 

RESTRICTIONS ON FEDERAL PUBLIC WORKS PROJECTS-CERTIFICATION

(a) Definitions. The definitions pertaining to this provision are those that are set forth in 49 CFR 30.7-30.9.

(b) Certification. By signing this solicitation, the Offeror certifies that with respect to this solicitation, and any resultant contract, the Offeror—

(1) Is [ ] is not [ ] a contractor of a foreign country included on the list of countries that discriminated against U.S. firms published by the Office of the United States Trade Representative (U.S.T.R.);

(2) Has [ ] has not [ ] entered into any contract or subcontract with a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.; and

(3) Has [] has not [] entered into any subcontract for any product to be used on the Federal public works project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

(c) Applicability of 18 U.S.C. 1001. This certification in this solicitation provision concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

(d) Notice. The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(e) Restrictions on contract award. No contract will be awarded to an offeror (1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or (2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or (3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list; unless a waiver to these restrictions is granted by the President of the United States or the Secretary of Transportation. (Notice of the granting of a waiver will be published in the FEDERAL REGISTER.)

(f) System. 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 paragraph (b) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(g) Subcontracts. The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this solicitation provision, including this paragraph (g), in each solicitation issued under such contract.

### (End of provision)

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# §30.15 Restrictions on Federal public works projects.

The contracting officer shall insert the following clause in solicitations and contracts as prescribed at §30.11(a) through (b) of this part:

## RESTRICTIONS ON FEDERAL PUBLIC WORKS PROJECTS

(a) Definitions. The definitions pertaining to this clause are those that are set forth in 49 CFR 30.7-30.9

(b) General. This clause implements the procurement provisions contained in the Continuing Resolution on the Fiscal Year 1988 Budget, Public Law No. 100-202, and the Airport and Airway Safety and Capacity Expansion Act of 1987, Public Law No. 100-223.

(c) *Restrictions.* The Contractor shall not knowingly enter into any subcontract under this contract: (1) With a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the United States Trade Representative (U.S.T.R.); or (2) for the supply of any product for use on the Federal Public works project under this contract that is produced or manufactured in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

(d) Certification. The Contractor may rely upon the certification of a prospective subcontractor that it is not a subcontractor of a foreign country included on the list of countries that discriminates against U.S. firms published by the U.S.T.R. and that products supplied by such subcontractor for use on the Federal public works project under this contract are not products of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R., unless the contractor has knowledge that the certification is erroneous.

(e) Erroneous certification. The certification in paragraph (b) of the provision entitled "Restriction on Federal Public Works Projects—Certification," is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may cancel this contract for default at no cost to the Government.

(f) Cancellation. Unless the restrictions of this clause are waived as provided in paragraph (e) of the provision entitled "Restriction on Federal Public Works Projects—Certification," if the Contractor knowingly enters into a subcontract with a subcontractor that is a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or that supplies any product for use on the Federal public works project under this contract of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R., the Contracting Officer may cancel this contract for default, at no cost to the Government.

(g) Subcontracts. The Contractor shall incorporate this clause, without modification, including this paragraph (g) in all solicitations and subcontracts under this contract:

## CERTIFICATION REGARDING RESTRICTIONS ON FEDERAL PUBLIC WORKS PROJECTS-SUBCONTRACTORS

(1) The Offeror/Contractor, by submission of an offer and/or execution of a contract certifies that the Offeror/Contractor is (i) not an Offeror/Contractor owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the United States Trade Representative (U.S.T.R.) or (2) not supplying any product for use on the Federal public works project that is produced or manufactured in a foreign country included on the list of foreign countries that discriminate against U.S. firms published by the U.S.T.R.

# THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER TITLE 18, UNITED STATES CODE, SECTION 1001

(2) The Offeror shall provide immediate written notice to the Contractor if, at any time, the Offeror learns that its certification was erroneous by reason of changed circumstances.

(3) The Contractor shall not knowingly enter into any subcontract under this contract: (i) with a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.; or (ii) for the supply of any product for use on the Federal public works project under this contract that is produced or manufactured in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. The contractor may rely upon the certification in paragraph (g)(1) of this clause unless it has knowledge that the certification is erroneous.

(4) Unless the restrictions of this clause have been waived under the contract for the Federal public works project, if a contractor

knowingly enters into a subcontract with a subcontractor that is a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or that supplies any product for use on the Federal public works project under this contract that is produced or manufactured in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R., the Government Contracting Officer may direct, through higher-tier contractors, cancellation of this contract at no cost to the Government.

(5) Definitions. The definitions pertaining to this clause are those that are set forth in 49 CFR 30.7-30.9.

(6) The certification in paragraph (g)(1) of this clause is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Government Contracting Officer may direct, through higher-tier Contractors, cancellation of this subcontract at no cost to the Government.

(7) The Contractor agrees to insert this clause, without modification, including this paragraph, in all solicitations and subcontracts under this clause.

(End of clause)

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# §30.17 Waivers.

(a) The Secretary may waive the restrictions imposed by section 115 of the Airport Safety Act on the use of a product or service in a project if the Secretary determines that:

(1) Application of the restriction to such product, service, or project would not be in the public interest;

(2) Products or services of the same class or kind are not produced or offered in the United States, or in any foreign country that is not listed by the U.S.T.R. in sufficient and reasonable available quantities and of a satisfactory quality; or

(3) Exclusion of such product or service from the project would increase the cost of the overall project contract by more than 20 percent.

(b) The President or the Secretary may waive the restrictions imposed by section 109(a) of the Continuing Resolution with respect to an individual contract if the President or the Secretary determines that such action is necessary in the public interest, on a contract-by-contract basis. The Secretary may apply the factors listed in paragraphs (a)(2) and (a)(3) of this section in determining whether a waiver is in the public interest.

(c) The authority of the President or the Secretary to issue waivers may not be delegated. The Department shall publish notice of any waiver granted pursuant to this part by the President or the Secretary in the FEDERAL REGISTER within ten days. The notice shall describe in detail the contract involved, the specific reasons for granting the waiver, and how the waiver meets the criteria of this section.

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# §30.19 Buy American Act.

The restrictions of this part are in addition to any other restrictions contained in Federal law, including the Buy American Act, 41 U.S.C. 10a-10d, and Buy American provisions in legislation governing DOT provisions. Normal evaluation methods for implementing the provisions of the Buy American Act in contracts for the construction, alteration, or repair of public buildings or public works will be applied after determining the offeror's eligible for award on the basis of application of the provisions in this part.

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# **BUY AMERICA CERTIFICATE OF COMPLIANCE**

# **CERTIFICATE OF COMPLIANCE**

# COMPLIANCE

The bidder hereby certifies that it will comply with the requirements of 23 C.F.R. 635.410, as amended, and utilize only iron or steel manufactured in the United States, or components made with iron or steel that meet the Buy America requirements. Bidder acknowledges that it will be required to produce Buy America certification(s) from the producer(s) of the steel or iron or components prior to incorporating any such materials into the work or project.

Company Name:

Authorized By:\_\_\_\_\_\_(Sign) (Print Name)

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

# LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – E-VERIFY. (REV 6-13-11) (FA 6-16-11) (1-15)

SECTION 7 is expanded by the following new Article:

# 7-28 E-Verify.

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



# DOT 1050.2 Dated 8/24/1971

# Standard U.S. DOT Title VI Assurances

The (Title of Recipient) (hereinafter referred to as the "Recipient") HEREBY AGREES THAT as a condition to receiving any Federal financial assistance from the Department of Transportation it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the Act), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, SubTitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the Regulations) and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of race color, or national origin, he excluded from participation in, he denied the benefits of, or he otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the Department of Transportation, including the (*Name of Appropriate Administration*), and HEREBY GIVES ASSURANCE THAT it will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7(a)(1) of the Regulations, a copy of which is attached.

More specifically and without limiting the above general assurance, the Recipient hereby gives the following specific assurances with respect to its (*Name of Appropriate Program*):

- That the Recipient agrees that each "program" and each "facility as defined in subsections 21.23(e) and 21.23(b) of the Regulations, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the Regulations.
- 2. That the Recipient shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and made in connection with all *(Name of Appropriate Program)* and, in adapted form in all proposals for negotiated agreements:

The (Recipient), in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, SubTitle A, Office the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidden that it will affirmatively insure that in any contact entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

- 3. That the Recipient shall insert the clauses of Appendix A of this assurance in every contract subject to the Act and the Regulations.
- 4. That the Recipient shall insert the clauses of Appendix B of this assurance, 'as a covenant running with the land, in any deed from the United States effecting a transfer of real property, structures, or improvements thereon, or interest therein.
- 5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.

- 6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over or under such property.
- 7. That the Recipient shall include the appropriate clauses set forth in Appendix C of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Recipient with other parties: (a) for the subsequent transfer of real property acquired or improved under (*Name of Appropriate Program*); and (b) for the construction or use of or access to space on, over or under real property acquired, or improved under (*Name of Appropriate Program*).
- 8. That this assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the Recipient or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the Recipient retains ownership or possession of the property.
- 9. The Recipient shall provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he delegates specific authority to give reasonable guarantee that it, other recipients, sub-grantees, contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations and this assurance.
- 10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Recipient Department of Transportation under the *(Name of Appropriate Program)* and is binding on it, other recipients, sub-grantees, contractors, subcontractors, transferees, successors in interest and other participants in the *(Name of Appropriate Program)*. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Recipient

Dated\_\_\_\_\_

(Recipient)

by\_\_

(Signature of Authorized Official)

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

(1) Compliance with Regulations: The contractor shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *(Recipient)* or the *(Name of Appropriate Administration)* to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the *(Recipient)*, or the *(Name of Appropriate Administration)* as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the *(Recipient)* shall impose such contract sanctions as it or the *(Name of Appropriate Administration)* may determine to be appropriate, including, but not limited to:

- (a) withholding of payments to the contractor under the contract until the contractor complies, and/or
- (b) cancellation, termination or suspension of the contract, in whole or in part.

**(6) Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontractor procurement as the (*Recipient*) or the (*Name of Appropriate Administration*) may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the (*Recipient*) to enter into such litigation to protect the interests of the (*Recipient*), and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

A. The following clauses shall he included in any and all deeds effecting or recording the transfer of real property, structures or improvements thereon, or interest therein from the United States.

## (GRANTING CLAUSE)

NOW, THEREFORE, the Department of Transportation, as authorized by law, and upon the condition that the *(Name of Recipient)* will accept Title to the lands and maintain the project constructed thereon, in accordance with *(Name of Appropriate Legislative Authority)*, the Regulations for the Administration of *(Name of Appropriate Program)* and the policies and procedures prescribed by *(Name of Appropriate Administration)* of the Department of Transportation and, also in accordance with and in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, SubTitle A, Office of the Secretary, Part 21, Nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter referred to as the Regulations) pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. .2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the *(Name of Recipient)* all the right, Title and interest of the Department of Transportation in and to said lands described in Exhibit "A" attached hereto and made a part hereof.

## (HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto (*Name of Recipient*) and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on the (*Name of Recipient*), its successors and assigns.

The (Name of Recipient), in consideration or the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person shall on the grounds of race, color, or national origin, he excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on over or under such lands hereby conveyed [,] [and)\* (2) that the (Name of Recipient) shall use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, SubTitle A, Office of the Secretary, Part 21, Nondiscrimination in federally assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may he amended [,] and (3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department shall have a right to reenter said lands and facilities on said land, and the above described land and facilities shall thereon revert to and vest in and become the absolute property of the Department of Transportation and its assigns as such interest existed prior to this instruction.\*

<sup>&</sup>lt;sup>\*</sup> Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

The following clauses shall be included in all deeds, licenses, leases, permits, or similar instruments entered into by the *(Name of Recipient)* pursuant to the provisions of Assurance 6(a).

The (grantee, licensee, lessee, permitee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permitee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, SubTitle A, office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

[Include in licenses, leases, permits, etc.]\*

That in the event of breach of any of the above nondiscrimination covenants, *(Name of Recipient)* shall have the right to terminate the [license, lease, permit, etc.] and to re-enter and repossess said land and the facilities thereon, and hold the same as if said [licenses, lease, permit, etc.] had never been made or issued.

[Include in deed.]\*

That in the event of breach of any of the above nondiscrimination covenants, (*Name of Recipient*) shall have the right to reenter said lands and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of (*Name of Recipient*) and its assigns.

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by *(Name of Recipient)* pursuant to the provisions of Assurance 6(b).

The (grantee, licensee, lessee, permitee, etc., as appropriate) for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds, and leases add "as a covenant running with the land") that (1) no person on the ground of race, color. or national origin shall be excluded from participation in, denied the benefits of, or he otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the ground of, race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permitee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations. Department of Transportation, SubTitle A, Office of the Secretary. Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964), and as said Regulations may be amended.

[Include in licenses, leases, permits, etc.]\*

<sup>\*</sup> Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

That in the event of breach of any of the above nondiscrimination covenants, (Name of Recipient) shall have the right to terminate the [license, lease, permit, etc.] and to reenter and repossess said land and the facilities thereon, and hold the same as if said [license, lease, permit, etc.] had never been made or issued.

### [Include in deeds]\*

That in the event of breach of any of the above nondiscrimination covenants, (*Name of Recipient*) shall have the right to reenter said land and facilities there-on, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of (*Name of Recipient*) and its assigns.

<sup>&</sup>lt;sup>\*</sup> Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

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

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

#### ATTACHMENTS

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

#### I. GENERAL

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

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

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

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

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

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

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

#### **II. NONDISCRIMINATION**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 6. Training and Promotion:

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

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

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

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

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

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

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

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

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

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

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

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

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

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

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

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

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

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

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

(1) The number and work hours of minority and nonminority 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 <u>Form FHWA-1391</u>. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

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

#### **III. NONSEGREGATED FACILITIES**

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

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

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

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

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

#### 1. Minimum wages

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

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

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

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

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

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

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

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

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

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

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

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

#### 2. Withholding

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

#### 3. Payrolls and basic records

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

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

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

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

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

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

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract. (3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

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

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

#### 4. Apprentices and trainees

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

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

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

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

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

b. Trainees (programs of the USDOL).

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

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

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

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

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30. d. Apprentices and Trainees (programs of the U.S. DOT).

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

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

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

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

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

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

#### 10. Certification of eligibility.

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

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

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

# V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

#### 2. Violation; liability for unpaid wages; liquidated

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

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

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

#### VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

#### **VII. SAFETY: ACCIDENT PREVENTION**

T h is p r o v i s i o n i s applicable to all Federal-aid construction contracts and to all related subcontracts.

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

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

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

# VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

T h is p r o v i s i o n i s 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 Federalaid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\* \* \* \* \*

#### 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:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\* \* \* \* \*

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

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

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

\* \* \* \* \*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

# CERTIFICATION REGARDING LOBBYING

The undersigned Bidder/Contractor certifies, 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 undersigned, 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 making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee 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 [as amended by "Government wide Guidance for New Restrictions on Lobbying", 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]
- (3) The undersigned shall require that the language of this certification be included in the awards documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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 31, U.S.C. 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

[Note: Pursuant to 31 U.S.C. 1352 (1)-(2)(A), any person who makes a prohibited expenditure of fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure]

The Bidder/Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, *apply* to this certification and disclosure, if any.

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

Authorized By:\_\_\_\_

, .....

(Sign)

(Print Name)

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

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

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# Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions

The Bidder certifies that, the firm or any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.110(a), by any federal department or agency;

(b) have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property

(c) are not presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) have not within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The Bidder certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency unless authorized by the Florida Department of Transportation."

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

Authorized By:\_\_\_\_

(Sign)

(Print Name)

. .

Title:

Date:

General Decision Number: FL170225 01/06/2017 FL225

Superseded General Decision Number: FL20160225

State: Florida

Construction Type: Highway

County: Palm Beach County in Florida.

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HIGHWAY CONSTRUCTION PROJECTS
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Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 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, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 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 calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification	Number	Publication	Date
0		01/06/2017	

\* SUFL2013-043 08/19/2013

1	Rates	Fringes
CARPENTER, Includes Form Work\$	15.38	0.00
CEMENT MASON/CONCRETE FINISHER\$	15.69	0.00
ELECTRICIAN\$	18.20	0.00
FENCE ERECTOR\$	12.82	0.00
HIGHWAY/PARKING LOT STRIPING: Operator (Striping Machine)\$	15.09	0.00
HIGHWAY/PARKING LOT STRIPING: Painter\$	12.13	0.00
HIGHWAY/PARKING LOT STRIPING: Operator (Spray Nozzleman)\$	11.81	0.00
INSTALLER - GUARDRAIL\$	13.96	0.00
IRONWORKER, ORNAMENTAL\$	13.48	0.00
IRONWORKER, REINFORCING\$	16.58	0.00
IRONWORKER, STRUCTURAL\$	16.42	0.00
LABORER (Traffic Control Specialist incl. placing of cones/barricades/barrels - Setter, Mover, Sweeper)\$	12.97	0.00
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor\$	12.99	0.00
LABORER: Common or General\$	10.66	0.00
LABORER: Flagger\$	12.53	0.00
LABORER: Grade Checker\$	12.41	0.00
LABORER: Landscape & Irrigation\$	9.02	0.00
LABORER: Mason Tender - Cement/Concrete\$	13.91	3.50

LABORER: Pipelayer\$ 14.82	0.00
OPERATOR: Backhoe/Excavator/Trackhoe\$ 15.66	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader\$ 12.88	0.00
OPERATOR: Boom\$ 18.95	0.00
OPERATOR: Boring Machine\$ 16.23	0.00
OPERATOR: Broom/Sweeper\$ 12.70	0.00
OPERATOR: Bulldozer\$ 16.00	0.00
OPERATOR: Concrete Finishing Machine\$ 15.44	0.00
OPERATOR: Concrete Saw\$ 16.22	0.00
OPERATOR: Crane\$ 21.66	0.00
OPERATOR: Curb Machine\$ 20.76	0.00
OPERATOR: Distributor\$ 14.76	0.00
OPERATOR: Drill\$ 14.78	0.00
OPERATOR: Forklift\$ 16.32	0.00
OPERATOR: Gradall\$ 15.75	0.91
OPERATOR: Grader/Blade\$ 20.25	0.00
OPERATOR: Grinding/Grooving Machine\$ 13.87	0.00
OPERATOR: Loader\$ 14.19	0.00
OPERATOR: Mechanic\$ 18.03	0.00
OPERATOR: Milling Machine\$ 15.60	0.00
OPERATOR: Oiler\$ 16.32	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete)\$ 14.73	2.36
OPERATOR: Piledriver\$ 17.23	0.00
OPERATOR: Post Driver (Guardrail/Fences)\$ 14.45	0.00
OPERATOR: Roller\$ 13.03	0.00
OPERATOR: Scraper\$ 12.01	0.00
OPERATOR: Screed\$ 15.51	0.00
OPERATOR: Tractor\$ 10.79	0.00
OPERATOR: Trencher\$ 14.74	0.00
PAINTER: Spray\$ 16.52	0.00
SIGN ERECTOR\$ 14.02	0.00
TRUCK DRIVER: Distributor Truck\$ 14.96	2.17
TRUCK DRIVER: Dump Truck\$ 11.84	0.00
TRUCK DRIVER: Flatbed Truck\$ 14.28	0.00
TRUCK DRIVER: Lowboy Truck\$ 13.98	0.00
TRUCK DRIVER: Slurry Truck\$ 11.96	0.00
TRUCK DRIVER: Vactor Truck\$ 14.21	0.00

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

#### 

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 www.dol.gov/whd/govcontracts.

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

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 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. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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

#### Survey Rate Identifiers

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

Union Average Rate Identifiers

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

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

\_\_\_\_\_

#### WAGE DETERMINATION APPEALS PROCESS

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

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

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

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

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

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

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

# **CITY OF DELRAY BEACH**

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certification () () that this p	Vebb, P.E., District IV Design Engineer, of the Florida Depa request made in accordance with the requirements of 23 CFI patented or proprietary item is essential for synchronization qually suitable alternative exists for this patented or propriet	R 635.411(a)(2), with existing highway facilities.
"I <u>Howard W</u> certification () that this p () that no ea	ent Use Only <u>Yebb, P.E., District IV Design Engineer</u> , of the Florida Depart request made in accordance with the requirements of 23 CFI patented or proprietary item is essential for synchronization qually suitable alternative exists for this patented or propriet	artment of Transportation, do hereby approve this R 635.411(a)(2), with existing highway facilities.
"I <u>Howard W</u> certification () that this p () that no ea	ent Use Only <u>Yebb, P.E., District IV Design Engineer</u> , of the Florida Depart request made in accordance with the requirements of 23 CFI patented or proprietary item is essential for synchronization qually suitable alternative exists for this patented or propriet	artment of Transportation, do hereby approve this R 635.411(a)(2), with existing highway facilities.
"I <u>Howard W</u> certification	ent Use Only <u>Vebb, P.E., District IV Design Engineer</u> , of the Florida Depa request made in accordance with the requirements of 23 CFI	artment of Transportation, do hereby approve this $R 635.411(a)(2)$ ,
"I <u>Howard W</u>	ent Use Only Vebb, P.E., District IV Design Engineer, of the Florida Depa	artment of Transportation, do hereby approve this
	ent Use Only	
For Departme		, Date
	Signature	, Date
	Signature	, Date
	Pandul & Kaman	AUG 08 2014
	that no equally suitable alternative exists for t	
	that this patented or proprietary item is essent	tial for synchronization with existing highway facilities.
	do hereby certify that in accordance with the requirements	s of 23 CFR 635.411 (a) (2),
	20090000000000000000000000000000000000	A Start-C27 Sectors
	I,Director of ESD Position/Title	<u>City of Delray Beach</u> Name of Agency
		s document.
	A justification and supporting document is attached to this	s document
	maintenance inventory	mangeable with products within the agency's existing
		to match the visual appearance of existing facilities hangeable with products within the agency's existing
	<b>Function</b> - the proprietary product is necessa	ary for the satisfactory operation of the existing facility
	supporting documentation demonstrates that the proposed 635.411 (a) (2):	materials satisfy with the requirements of 23 CFR
	project. The proprietary product is necessary for the satis	sfactory operation of the existing facility. The attached
	The request is for the proprietary use of "Attachment A" p	products being proposed as part of the above referenced
	Full Federal Oversight: No 🔽 Yes 🗆 Note: if Ye	es, submit to FHWA Director
	County: Palm Beach	o Sheet and NE 4 Sheet
2001	Financial Project ID: FM# 431650-1-58-01 Road Number and/or Name: NE 2 <sup>nd</sup> Avenue between NE	8th Streat and NIE 4th Streat
1993		
R	To: Ellen Daniel, PE, Local Program Engineer	Date: <u>8/8/2014</u>
America City	Proprietary Product Certification	mydelraybeach.com
11110010001111111	STERS AND REST DIFFERENCE WIE IN L	VTON AVENUE • DELRAY BEACH, FLORIDA 3344 61) 243-7336 • FAX (561) 243-7060
* * * *		
	ENVIRONMENTAL	

# **Attachment A**

# **Irrigation**

- 1 Valves: Rain Bird PESB-PRS-D
- 2. Bubblers: Rain Bird 1802-1400 Flood
- 3. Sprays: Toro O-T-570Z-12P-PRX-COM
- 4. Controller: "Irrinet M" controller by Motorola
- 5. Counter: Bermad Counter Valve
- 6. Rain sensor: Hunter Mini-Clik
- 7. Backflow: Febco 825Y Reduced Pressure Zone Assembly

# **Electrical/Lighting Items:**

- 1. Poles: Ameron Victorian Style Ver 4.6 (4131) Green with Amerishield Anti-Graffiti Coating (embedded type concrete pole)
- 2. Fixtures: Spring City Electrical Mfg. Co. Cat. #ALMDLR-LE095/EVX/X2-40-CR3-FS11-FDL-HS-CU
- Double-Head Brackets: Vertex Illuminations of America Cat. #SS-DEL-1A-RAL6016 Green
- 4. Pullboxes: Quazite, Synertech, or Brooks Polymer Concrete 11x18x12 w/two stainless bolts on bolt-down polymer concrete cover

# SECTION 6 CONTROL OF MATERIALS

# 6-1 Acceptance Criteria.

**6-1.1 General:** Acceptance of materials is based on the following criteria. All requirements may not apply to all materials. Use only materials in the work that meet the requirements of these Specifications. The Engineer may inspect and test any material, at points of production, distribution and use.

**6-1.2 Sampling and Testing:** Use the Department's current sample identification and tracking system to provide related information and attach the information to each sample. Restore immediately any site from which material has been removed for sampling purposes to the pre-sampled condition with materials and construction methods used in the initial construction, at no additional cost to the Department.

Ensure when a material is delivered to the location as described in the Contract Documents, there is enough material delivered to take samples, at no expense to the Department.

**6-1.2.1 Pretest by Manufacturers:** Submit certified manufacturer's test results to the Engineer for qualification and use on Department projects. Testing will be as specified in the Contract Documents. The Department may require that manufacturers submit samples of materials for independent verification purposes.

**6-1.2.2 Point of Production Test:** Test the material during production as specified in the Contract Documents.

**6-1.2.3 Point of Distribution Test:** Test the material at Distribution facilities as specified in the Contract Documents.

**6-1.2.4 Point of Use Test:** Test the material immediately following placement as specified in the Specifications. After delivery to the project, the Department may require the retesting of materials that have been tested and accepted at the source of supply, or may require the testing of materials that are to be accepted by Producer Certification. The Department may reject all materials that, when retested, do not meet the requirements of these Specifications.

# 6-1.3 Certification:

**6-1.3.1 Producer Certification:** Provide complete certifications for materials as required. Furnish to the Engineer for approval, Producer Certifications for all products listed on the Qualified Products List and when required by the applicable material Specification(s). Do not incorporate any manufactured products or materials into the project without approval from the Engineer. Materials will not be considered for payment when not accompanied by Producer Certification. Producers may obtain sample certification forms through the Department's website. Ensure that the certification is provided on the producer's letterhead and is signed by a legally responsible person from the producer and notarized.

**6-1.3.1.1 Qualified Products List:** The Product Evaluation Section in the State Specifications and Estimates Office publishes and maintains a Qualified Products List. This list provides assurance to Contractors, consultants, designers, and Department personnel that specific products and materials are approved for use on Department facilities. The Department will limit the Contractor's use of products and materials that require pre-approval to items listed on the Qualified Products List effective at the time of placement.

Manufacturers seeking evaluation in accordance with Departmental procedures of an item must submit a Product Evaluation Application, available on the Department's website www2.dot.state.fl.us/specificationsestimates/productevaluation/qpl/submittalprocess.aspx , with supporting documentation as defined and detailed by the applicable Specifications and Standards. This may include certified test reports from an independent test laboratory, certification that the material meets all applicable specifications, signed and sealed drawings and calculations, quality control plans, samples, infrared scans, or other technical data.

Manufacturers successfully completing the Department's evaluation are eligible for inclusion on the Qualified Products List. The Department will consider any marked variations from original test values for a material or any evidence of inadequate field performance of a material as sufficient evidence that the properties of the material have changed, and the Department will remove the material from the Qualified Products List.

**6-1.3.1.2 Approved Products List:** The State Traffic Operations Office maintains the Approved Products List of Traffic Control Signal Devices. Traffic Monitoring Site Equipment and Materials are also included on the Approved Products List. This list provides assurance to Maintaining Agencies, Contractors, consultants, designers, and Department personnel that the specific items listed are approved for use on Department facilities. The Department will limit the Contractor's procurement and use of Traffic Control Signal Devices, and Traffic Monitoring Site equipment and materials to only those items listed on the Approved Products List that is effective at the time of procurement, except as provided in Section 603.

The approval process is described in detail on the State Traffic Operation website, www.dot.state.fl.us/trafficoperations/terl/apl2.htm . Manufacturers seeking evaluation of a specific device must submit an application which can be obtained from the State Traffic Operations Office.

**6-1.3.2 Contractor Installation Certification:** Provide installation certifications as required by the Contract Documents.

# 6-2 Applicable Documented Authorities Other Than Specifications.

**6-2.1 General:** Details on individual materials are identified in various material specific Sections of the Specifications that may refer to other documented authorities for requirements. When specified, meet the requirements as defined in such references.

**6-2.2 Test Methods:** Methods of sampling and testing materials are in accordance with the Florida Methods (FM). If a Florida Method does not exist for a particular test, perform the testing in accordance with the method specified in the Specification. When test methods or other standards are referenced in the Specifications without identification of the specific time of issuance, use the most current issuance, including interims or addendums thereto, at the time of bid opening.

**6-2.3 Construction Aggregates:** Aggregates used on Department projects must be in accordance with Rule 14-103, FAC.

# 6-3 Storage of Materials and Samples.

**6-3.1 Method of Storage:** Store materials in such a manner as to preserve their quality and fitness for the work, to facilitate prompt inspection, and to minimize noise impacts on sensitive receivers. More detailed specifications concerning the storage of specific materials are prescribed under the applicable Specifications. The Department may reject improperly stored materials.

**6-3.2 Use of Right-of-Way for Storage:** If the Engineer allows, the Contractor may use a portion of the right-of-way for storage purposes and for placing the Contractor's plant and equipment. Use only the portion of the right-of-way that is outside the clear zone, which is the

portion not required for public vehicular or pedestrian travel. When used, restore the right-of-way to pre-construction condition at no additional cost to the Department or as specified in the Contract Documents. Provide any additional space required at no expense to the Department.

**6-3.3 Responsibility for Stored Materials:** Accept responsibility for the protection of stored materials. The Department is not liable for any loss of materials, by theft or otherwise, or for any damage to the stored materials.

**6-3.4 Storage Facilities for Samples:** Provide facilities for storage of samples as described in the Contract Documents and warranted by the test methods and Specifications.

# 6-4 Defective Materials.

Materials not meeting the requirements of these Specifications will be considered defective. The Engineer will reject all such materials, whether in place or not. Remove all rejected material immediately from the site of the work and from storage areas, at no expense to the Department.

Do not use material that has been rejected and the defects corrected, until the Engineer has approved the material's use. Upon failure to comply promptly with any order of the Engineer made under the provisions of this Article, the Engineer will remove and replace defective material and deduct the cost of removal and replacement from any moneys due or to become due the Contractor.

As an exception to the above, the Contractor may submit, upon approval of the Engineer, an engineering and/or laboratory analysis to evaluate the effect of defective in place materials. A Specialty Engineer, who is an independent consultant or the Contractor's Engineer of Record as stated within each individual Section shall perform any such analysis. The Engineer will determine the final disposition of the material after review of the information submitted by the Contractor. No additional monetary compensation or time extension will be granted for the impact of any such analysis or review.

# 6-5 Products and Source of Supply.

**6-5.1 Source of Supply–Convict Labor (Federal-Aid Contracts Only):** Do not use materials that were produced after July 1, 1991, by convict labor for Federal-aid highway construction projects unless the prison facility has been producing convict-made materials for Federal-aid highway construction projects before July 1, 1987.

Use materials that were produced prior to July 2, 1991, by convicts on Federal-aid highway construction projects free from the restrictions placed on the use of these materials by 23 U.S.C. 114. The Department will limit the use of materials produced by convict labor for use in Federal-aid highway construction projects to:

1. materials produced by convicts on parole, supervised release, or probation from a prison or,

2. materials produced in a qualified prison facility.

The amount of such materials produced for Federal-aid highway construction during any 12-month period shall not exceed the amount produced in such facility for use in such construction during the 12-month period ending July 1, 1987.

**6-5.2 Source of Supply-Steel (Federal-Aid Contracts Only):** For Federal-aid Contracts, only use steel and iron produced in the United States, in accordance with the Buy America provisions of 23 CFR 635.410, as amended. Ensure that all manufacturing processes for this material occur in the United States. As used in this specification, a manufacturing process is

any process that modifies the chemical content, physical shape or size, or final finish of a product, beginning with the initial melding and mixing and continuing through the bending and coating stages. A manufactured steel or iron product is complete only when all grinding, drilling, welding, finishing and coating have been completed. If a domestic product is taken outside the United States for any process, it becomes foreign source material. When using steel and iron as a component of any manufactured product incorporated into the project (e.g., concrete pipe, prestressed beams, corrugated steel pipe, etc.), these same provisions apply, except that the manufacturer may use minimal quantities of foreign steel and iron when the cost of such foreign materials does not exceed 0.1% of the total Contract amount or \$2,500, whichever is greater. These requirements are applicable to all steel and iron materials incorporated into the finished work, but are not applicable to steel and iron items that the Contractor uses but does not incorporate into the finished work. Provide a certification from the producer of steel or iron, or any product containing steel or iron as a component, stating that all steel or iron furnished or incorporated into the furnished product was manufactured in the United States in accordance with the requirements of this specification and the Buy America provisions of 23 CFR 635.410, as amended. Such certification shall also include (1) a statement that the product was produced entirely within the United States, or (2) a statement that the product was produced within the United States except for minimal quantities of foreign steel and iron valued at \$ (actual value). Furnish each such certification to the Engineer prior to incorporating the material into the project. When FHWA allows the use of foreign steel on a project, furnish invoices to document the cost of such material, and obtain the Engineer's written approval prior to incorporating the material into the project.

**6-5.3 Unfit, Hazardous, and Dangerous Materials:** Do not use any material that, after approval and/or placement, has in any way become unfit for use. Do not use materials containing any substance that has been determined to be hazardous by the State of Florida Department of Environmental Protection or the U.S. Department of Environmental Protection. Provide workplaces free from serious recognized hazards and to comply with occupational safety and health standards, as determined by the U.S. Department of Labor Occupational Safety and Heath Administration.

# STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

# **DBE Utilization**

The Department began its DBE race neutral program January 1, 2000. **Contract specific goals are not placed on Federal/State contracts;** however, the Department has an overall 9.91% DBE goal it must achieve. In order to assist contractors in determining their DBE commitment level, the Department has reviewed the estimates for this letting.

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

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

Please contact the Equal Opportunity Office at (850) 414-4747 if you have any questions regarding this information. Forms may be downloaded at: <u>www.dot.state.fl.us/proceduraldocuments/</u>.

# DBE Reporting

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

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

# **Bid Opportunity List**

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

Please complete the Bidders Opportunity List through the Equal Opportunity Compliance system within 3 business days of submission of the bid or proposal for ALL subcontractors or sub-consultants who quoted to you for specific project for this letting. The web address to the Equal Opportunity Compliance system is:

<u>https://www3.dot.state.fl.us/EqualOpportunityCompliance/Account.aspx/LogIn?ReturnUrl=%2fEqualOpportunityCompliance%2f</u>.

# STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

# **DBE/AA Plans**

Contractors bidding on FDOT contracts are to have an approved DBE Affirmative Action Plan (FDOT Form 275-030-11B) on file with the FDOT Equal Opportunity Office before execution of a contract. DBE/AA Plans must be received with the contractors bid or received by the Equal Opportunity Office prior to the award of the contract.

Plans are approved by the Equal Opportunity Office in accordance with Ch. 14-78, Florida Administrative Code. Plans that do not meet these mandatory requirements may not be approved. Approvals are for a (3) three year period and should be updated at anytime there is a change in the company's DBE Liaison Officer and/or President. Contractors may evidence adoption of the DBE/AA Policy and Plan and/or a change in the designated DBE Liaison officer as follows:

- Print the first page of the document on company stationery ("letterhead") that indicates the company's name, mailing address, phone number, etc.
- Print the company's name in the "\_\_\_\_" space; next to "Date" print the month/day/year the policy is being signed; record the signature of the company's Chief Executive Officer, President or Chairperson in the space next to "by" and print the full first and last name and position title of the official signing the policy.
- Print the DBE Liaison's full name, email address, business mailing address and phone number the bottom of email.

E-mail the completed and signed DBE AA Plan to: **eeoforms@dot.state.fl.us.** 

The Department will review the policy, update department records and issue a notification of approval or disapproval; a copy of the submitted plan will not be returned to the contractor.

adopted this policy and plan.	hereafter referred to as "the Company" or "this	s Company" has
Date: Corporate FEID No.:	By:	_ Signature _ Printed name & title

# DISADVANTAGED BUSINESS ENTERPRISE ('DBE') AFFIRMATIVE ACTION PLAN

## POLICY STATEMENT

It is the policy of this Company that disadvantaged businesses, as defined by 49 CFR Part 26, Subpart D and implemented under Rule Chapter 14-78, F.A.C., shall have the opportunity to participate as subcontractors and suppliers on all contracts awarded by the Florida Department of Transportation (FDOT).

The requirements of Rule Chapter 14-78, F.A.C., shall apply to all contracts entered into between FDOT and the Company. Subcontractors and/or suppliers to the Company will also be bound by the requirements of Rule Chapter 14-78 F.A.C. and its subcontractors shall take all necessary and reasonable steps in accordance with Chapter 14-78, F.A.C., to ensure that disadvantaged businesses have the opportunity to compete and perform work contracted with FDOT. The Company and its subcontractors shall not discriminate on the basis of race, color, religion, national origin, disability, sex, or age in the administration of contracts with FDOT. The Company has designated and appointed a Liaison Officer to develop, maintain, and monitor the DBE Affirmative Action Plan implementation. The Liaison Officer will be responsible for disseminating this policy statement throughout the Company and to disadvantaged controlled businesses. This statement is posted on notice boards of the Company.

## I. DESIGNATION OF LIAISON OFFICER

The Company will aggressively recruit disadvantaged businesses as subcontractors and suppliers for all contracts with FDOT. The Company has appointed a Liaison Officer to develop and maintain this Affirmative Action Plan in accordance with the requirements of Rule Chapter 14-78, F.A.C. The Liaison Officer will have primary responsibility for developing, maintaining, and monitoring the Company's utilization of disadvantaged subcontractors in addition to the following specific duties:

- (1) The Liaison Officer shall aggressively solicit bids from disadvantaged business subcontractors for all FDOT contracts;
- (2) The Liaison Officer will submit all records, reports, and documents required by FDOT, and shall maintain such records for a period of not less than three years, or as directed by any specific contractual requirements of FDOT.

The following individual has been designated Liaison Officer with responsibility for implementing the Company's affirmative action program in accordance with the requirements of FDOT.

	DBE LIAISON OFFICER:
NAME:	
TITLE:	
EMAIL:	
ADDRESS:	

# II. AFFIRMATIVE ACTION METHODS

In order to formulate a realistic Affirmative Action Plan, the Company has identified the following known barriers to participation by disadvantaged subcontractors, before describing its proposed affirmative action methods:

- 1. Lack of qualified disadvantaged subcontractors in our specific geographical areas of work;
- 2. Lack of certified disadvantaged subcontractors who seek to perform FDOT work;
- 3. Lack of interest in performing on FDOT contracts;
- 4. Lack of response when requested to bid;
- 5. Limited knowledge of FDOT plans and specifications to prepare a responsible bid.

In view of the barriers to disadvantaged businesses stated above, it shall be the policy of the Company to provide opportunity by utilizing the following affirmative action methods to ensure participation on the contracts with FDOT will:

- 1. Provide written notice to all certified DBE subcontractors in the geographical area where the work is to be subcontracted by the Company;
- 2. Advertise in minority focused media concerning subcontract opportunities with the Company;
- 3. Select portions of work to be performed by DBEs in order to increase the likelihood of meeting the state's goals (including, where appropriate, breaking down contracts into economically feasible units to facilitate DBE participation);
- 4. Provide adequate information about the plans, specifications, and requirements of the contract, notrejecting subcontractors without sound reasons based on a thorough investigation of their capabilities;
- 5. Waive requirements of performance bonds where it is practical to do so;
- 6. Attend pre-bid meetings held by FDOT to apprise disadvantaged subcontractors of opportunities with the Company;
- 7. Follow up on initial solicitations of interest to DBE subcontractors to determine with certainty whether the DBE company is interested in the subcontract opportunity.
- 8. Utilize FDOT's DBE Supportive Services providers for assistance in identifying and notifying DBE's of contracting opportunities.

The Company understands that this list of affirmative action methods is not exhaustive and will include additional approaches after having established familiarity with the disadvantaged subcontracting community and/or determined the stated approaches to be ineffective.

## III. IMPLEMENTATION

The Company will make every effort to

- 1. Meet state goals by utilizing its affirmative action methods.
- 2. Express good faith by seeking to utilize DBE subcontractors where work is to be subcontracted.
- 3. Ensuring that contracted DBE's perform a commercially useful function as evidenced by their execution of a distinct element of work with its own workforce and the carrying out responsibilities by actually performing, managing and supervising the work involved.

# **IV. REPORTING**

The Company shall keep and maintain such records as are necessary to determine the Company's compliance with its DBE Affirmative Action Plan. The Company will design its record keeping system to indicate:

- 1. The number of DBE subcontractors and suppliers used by the Company, identifying the items of work, materials and services provided;
- 2. The efforts and progress being made in obtaining DBE subcontractors through local and community sources;
- 3. Documentation of all contracts, to include correspondence, telephone calls, newspaper advertisements, etc., to obtain DBE participation on all FDOT projects;
- 4. The Company shall comply with FDOT's requirements regarding payments to subcontractors including DBEs for each month (estimate period) in which the companies have worked.

## V. DBE DIRECTORY

The Company will utilize the DBE Directory published by the FDOT.

### STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION Vendor Eligibility Check Prior to Contract Award

Project Description(s):\_\_\_\_\_

Financial Project Number(s):

In accordance with State law:

Section 287.133(2)(b), Florida Statutes, provides that public entities may not contract with firms that have been excluded from participating in the public contracting process.

A public entity may not accept any bid, proposal, or reply from, award any contract to, or transact any business in excess of the threshold amount provided in s. 287.017. F.S., for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to Section 287.133(3)(f), F.S. A public entity that was transacting business with a person at the time of the commission of a public entity crime resulting in that person being placed on the convicted vendor list under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

A contract award (reference 2 CFR 180.220) must not be made to parties listed on the government-wide 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." Pursuant to 23 CFR 172.7(b)(3), a contracting agency shall verify suspension and debarment actions and eligibility status of consultants and subconsultants prior to entering into an agreement or contract in accordance with 2 CFR part 1200 and 2 CFR part 180, when the identities of such subconsultants are known prior to execution of the subject agreement or contract. 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.

The Convicted Vendor List/ Suspended Vendor List / Discriminatory Vendor List / Federal Excluded Parties List/ Vendor Complaint Lists are available at the following Department of Management Services site:

http://www.dms.myflorida.com/business\_operations/state\_purchasing/vendor\_information/convicted suspended\_discriminatory\_complaints\_vendor\_lists

I have checked the aforementioned lists to verify that the vendor (and all subs where known) is eligible for contract award/execution:

Procurement Office or Contracting Awarding Office:

Printed Name

Signature

Date:

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

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

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

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

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

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

Name of Consultant:

By: Date:Authorized Sign	ature
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Title:\_\_\_\_\_

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

<ul> <li>1. Type of Federal Action: <ul> <li>a. contract</li> <li>b. grant</li> <li>c. cooperative agreement</li> <li>d. loan</li> <li>e. loan guarantee</li> <li>f. loan insurance</li> </ul> </li> </ul>	2. Status of Federa a. bid/offer/appl b. initial award c. post-award			nange Only: Quarter: port:
4. Name and Address of Reporting          Image: Address of Reporting <t< td=""><td>ee</td><td></td><td>tity in No. 4 is a Sul</td><td>bawardee, Enter Name and</td></t<>	ee		tity in No. 4 is a Sul	bawardee, Enter Name and
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		CFDA Number, if	applicable:	
8. Federal Action Number, if know	n:	9. Award Amoun	t, if known:	
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10. a. Name and Address of Lobb (if individual, last name, firs	ying Registrant t name, MI):	b. Individuals Pe different from No (last name, first	o. 10a)	(including address if
11. Information requested through this form U.S.C. section 1352. This disclosure of material representation of fact upon wh by the tier above when this transaction into. This disclosure is required pursuar This information will be available for pul person who fails to file the required disc to a civil penalty of not less than \$10,00 \$100,000 for each such failure.	lobbying activities is a ich reliance was placed was made or entered ht to 31 U.S.C. 1352. blic inspection. Any closure shall be subject	Print Name: Title:		e (mm/dd/yyyy):
Federal Use Only:				Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

# LANDSCAPE INSTALLATION FOR LAP (OFF-SYSTEM). (REV 4-5-11) (FA 4-15-11)

#### SECTION 580 LANDSCAPE INSTALLATION FOR LAP (OFF-SYSTEM)

#### 580-1 Description.

Plant trees and shrubs of the species, size, and quality indicated in the plans.

The Engineer reserves the right to adjust the number and location of any of the designated types and species to be used at any of the locations shown, in order to provide for any unanticipated effects which might become apparent after the substantial completion of other phases of the project, or for other causes.

#### 580-2 Materials.

#### 580-2.1 Plants:

**580-2.1.1 Authority for Nomenclature; Species, etc.:** For the designated authority in the identification of all plant material, refer to two publications of L.H. Bailey: "Hortus III" and "Manual of Cultivated Plants," and ensure that all specimens are true to type, name, etc., as described therein. For the standard nomenclature, refer to the publication of the American Joint Committee on Horticultural Nomenclature, "Standardized Plant Names."

**580-2.1.2 Grade Standards and Conformity with Type and Species:** Only use nursery grown plant material except where specified as Collected Material. Use nursery grown plant material that complies with all required inspection, grading standards, and plant regulations in accordance with the latest edition of the Florida Department of Agriculture's "Grades and Standards for Nursery Plants".

Except where a lesser grade might be specifically specified in the plans, ensure that the minimum grade for all trees and shrubs is Florida No. 1. Ensure that all plants are the proper size and grade at the time of delivery to the site, throughout the project construction period and during any designated plant establishment period.

Ensure that plant materials are true to type and species and that any plant materials not specifically covered in Florida Department of Agriculture's "Grades and Standards for Nursery Plants" conform in type and species with the standards and designations in general acceptance by Florida nurseries.

Ensure that plant materials are shipped with tags stating the botanical and common name of the plant.

**580-2.1.3 Inspection and Transporting:** Move nursery stock in accordance with all Federal and State regulations therefor, and accompany each shipment with the required inspection certificates for filing with the Engineer.

**580-2.2 Water:** Water used in landscaping operations may be obtained from any approved source. Ensure that water is free of any substance which might be detrimental to plant growth. The use of effluent water is subject to approval and must meet all Federal, State and Local requirements.

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

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

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

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

580-3 Specific Requirements for the Various Plant Designations.

# 580-3.1 Balled-and-Burlapped Plants (B&B), and Wired Balled-and-Burlapped (WB & B):

**580-3.1.1 General:** Properly protect the root ball of these plants until planting them. The Engineer may reject any plant which shows evidence of having been mishandled.

Set the B&B and WB&B plants then remove the top 2/3 of all wire, rope, and binding surrounding the plant. Remove the burlap from the top 4 inches of the root ball. Do not disturb the root ball in any way. Bare root material is not allowed for substitution.

At least 90 days before digging out B & B and WB & B plants, root-prune those 1 1/2 inches or greater in diameter and certify such fact on accompanying invoices.

**580-3.1.2 Provisions for Wiring:** For plants grown in soil of a loose texture, which does not readily adhere to the root system (and especially in the case of large plants or trees), the Engineer may require WB & B plants. For WB & B plants, before removing the plant from the excavated hole, place sound hog wire around the burlapped ball, and loop and tension it until the tightened wire netting substantially packages the burlapped ball such as to prevent disturbing of the loose soil around the roots during handling.

**580-3.2 Container-Grown Plants (CG):** The Engineer will not accept any CG plants with roots which have become pot-bound or for which the top system is too large for the size of the container. Fully cut and open all containers in a manner that will not damage the root system. Do not remove CG plants from the container until immediately before planting to prevent damage to the root system.

**580-3.3 Collected Plants (Trees and Shrubs) (C):** Use C plants which have a root ball according to "Florida Grades and Standards for Nursery Plants". Do not plant any C plant before the Engineer's inspection and acceptance at the planting site.

**580-3.4 Collected Plants (Herbaceous) (HC):** The root mass and vegetative portions of collected herbaceous plants shall be as large as the specified container-grown equivalent. Do not plant any collected plant before inspection and acceptance by the Engineer.

**580-3.5 Specimen Plants (Special Grade):** When Specimen (or Special Grade) plants are required, label them as such on the plant list, and tag the plant to be furnished.

**580-3.6 Palms:** Wrap the roots of all plants of the palm species before transporting, except if they are CG plants and ensure that they have an adequate root ball structure and mass for healthy transplantation as defined in "Florida Grades and Standards for Nursery Plants".

The Engineer will not require burlapping if the palm is carefully dug from marl or heavy soil that adheres to the roots and retains its shape without crumbling. During transporting and after arrival, carefully protect root balls of palms from wind and exposure to the sun. Muck grown palms are not allowed. After delivery to the job site, if not planting the palm within 24 hours, cover the root ball with a moist material. Plant all palms within 48 hours of delivery to the site.

Move sabal and coconut palms in accordance with the "Florida Grades and Standards for Nursery Plants."

**580-3.7 Substitution of Container-Grown (CG) Plants:** With the Engineer's approval, the Contractor may substitute CG plants for any other root classification types, if he has met all other requirements of the Contract Documents.

#### 580-4 Planting Requirements.

**580-4.1 Layout:** Prior to any excavation or planting, mark all planting beds and individual locations of palms, trees, large shrubs and proposed art and architectural structures, as shown in the plans, on the ground with a common bright orange colored spray paint, or with other approved methods, within the project limits. Obtain the Engineer's approval and make necessary utility clearance requests.

**580-4.2 Excavation of Plant Holes:** Excavate plant holes after an area around the plant three times the size of the root ball has been tilled to a depth of the root ball. Ensure that the plant hole is made in the center of the tilled area only to the depth of the plant root ball.

Where excess material has been excavated from the plant hole, use the excavated material to backfill to proper level.

**580-4.3 Setting of Plants:** Center plants in the hole. Lower the plant into the hole so that it rests on a prepared hole bottom such that the roots are level with, or slightly above, the level of their previous growth and so oriented such as to present the best appearance.

Backfill with native soil, unless otherwise specified on the plans. Firmly rod and water-in the backfill so that no air pockets remain. Apply a sufficient quantity of water immediately upon planting to thoroughly moisten all of the backfilled earth. Keep plants in a moistened condition for the duration of the planting period.

When so directed, form a water ring 6 inches in width to make a water collecting basin with an inside diameter equal to the diameter of the excavated hole. Maintain the water ring in an acceptable condition.

**580-4.4 Special Bed Preparation:** Where multiple or mass plantings are to be made in extended bedding areas, and the plans specify Special Bed Preparation, prepare the planting beds as follows:

Remove all vegetation from within the area of the planting bed and excavate the surface soil to a depth of 6 inches. Backfill the excavated area with peat, sand, finish soil layer material or other material to the elevation of the original surface. Till the entire area to provide a loose, friable mixture to a depth of at least 8 inches. Level the bed only slightly above the adjacent ground level. Then mulch the entire bedding area, in accordance with 580-8.

# 580-5 Staking and Guying.

**580-5.1 General:** When specified in the plans, or as directed by the Engineer, stake plants in accordance with the following.

Use wide plastic, rubber or other flexible strapping materials to support the tree to stakes or ground anchors that will give as the tree moves in any direction up to 30 degrees. Do not use rope or wire through a hose. Use guy chords, hose or any other thin bracing or anchorage material which has a minimum 12 inches length of high visibility flagging tape secured to guys, midway between the tree and stakes for safety.

Stake trees larger than 1 inch diameter and smaller than 2 inches diameter with a 2 by 2 inch stake, set at least 2 feet in the ground and extending to the crown of the plant. Firmly fasten the plant to the stake with flexible strapping materials as noted above.

**580-5.2 Trees of 2 to 3 1/2 inches [50 to 90 mm] Caliper:** Stake all trees, other than palm trees, larger than 2 inches caliper and smaller than 3 1/2 inches caliper with two 2 by 4 inch stakes, 8 feet long, set 2 feet in the ground. Place the tree midway between the stakes and hold it firmly in place by flexible strapping materials as noted above.

**580-5.3 Large Trees:** Guy all trees, other than palm trees, larger than 3 1/2 inches caliper, from at least three points, with flexible strapping materials as noted above.

Anchor flexible strapping to 2 by 4 by 24 inch stakes, driven into the ground such that the top of the stake is at least 3 inches below the finished ground.

**580-5.4 Special Requirements for Palm Trees:** Brace palms which are to be staked with three 2 by 4 inch wood braces, toe-nailed to cleats which are securely banded at two points to the palm, at a point one third the height of the trunk. Pad the trunk with five layers of burlap under the cleats. Place braces approximately 120 degrees apart and secure them underground by 2 by 4 by 12 inch stake pads.

#### 580-6 Tree Protection and Root Barriers.

Install tree barricades when called for in the Contract Documents or by the Engineer to protect existing trees from damage during project construction. Place barricades at the drip line of the tree foliage or as far from the base of the tree trunk as possible. Barricades shall be able to withstand bumps by heavy equipment and trucks. Maintain barricades in good condition.

When called for in the Contract Documents, install root barriers or fabrics in accordance with the details shown.

#### 580-7 Pruning.

Prune all broken or damaged roots and limbs in accordance with established arboriculture practices. When pruning is completed ensure that all remaining wood is alive. Do not reduce the size or quality of the plant below the minimum specified.

#### 580-8 Mulching.

Uniformly apply mulch material, consisting of wood chips (no Cypress Mulch is allowed), pine straw, compost, or other suitable material approved by the Engineer, to a minimum loose thickness of 3 inches over the entire area of the backfilled hole or bed within two days after the planting. Maintain the mulch continuously in place until the time of final inspection.

#### 580-9 Disposal of Surplus Materials and Debris.

Dispose of surplus excavated material from plant holes by scattering or otherwise as might be directed so that it is not readily visible or conspicuous to the passing motorist or pedestrian. Remove all debris and other objectionable material from the site and clean up the entire area and leave it in neat condition.

#### 580-10 Contractor's Responsibility for Condition of the Plantings.

Ensure that the plants are kept watered, that the staking and guying is kept adjusted as necessary, that all planting areas and beds are kept free of weeds and undesirable plant growth and that the plants are maintained so that they are healthy, vigorous, and undamaged at the time of acceptance.

#### 580-11 Plant Establishment Period.

If the Contract Documents designate a Plant Establishment Period, assume responsibility for the proper maintenance, survival and condition of all landscape items during such period at no additional cost.

# 580-12 Method of Measurement.

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

# 580-13 Basis of Payment.

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

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

#### **SECTION 120**

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

#### 120-1 Description.

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

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

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

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

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

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

#### 120-2 Classes of Excavation.

**120-2.1 Excavation of Unsuitable Material:** Excavation of unsuitable material consists of the removal of muck, clay, rock or any other material that is unsuitable in its original position and that is excavated below the finished grading template. For stabilized bases and sand bituminous road mixes, the finished grading template is the top of the finished base, shoulders and slopes. For all other bases and rigid pavement, the finished grading template is the finished shoulder and slope lines and bottom of completed base or rigid pavement.

**120-2.2 Lateral Ditch Excavation:** Lateral ditch excavation consists of all excavation of inlet and outlet ditches to structures and roadway, changes in channels of streams, and ditches parallel to the roadway right-of-way. Dress lateral ditches to the grade and cross-section shown in the plans.

**120-2.3 Channel Excavation:** Channel excavation consists of the excavation and satisfactory disposal of all materials from the limits of the channel as shown in the plans.

**120-2.4 Excavation for Structures and Pipe:** Excavation for structures consists of the excavation for bridge foundations, box culverts, pipe culverts, storm sewers and all other pipe lines, retaining walls, headwalls for pipe culverts and drains, catch basins, drop inlets, manholes, and similar structures.

#### 120-3 Excavation Requirements.

**120-3.1 Excavation and Replacement of Unsuitable Materials**: Where rock, muck, clay, or other material within the limits of the roadway is unsuitable in its original position, excavate such material to the cross-sections shown in the plans or indicated by the Engineer, and backfill with suitable material. Shape backfill materials to the required cross-sections. Where the removal of plastic soils below the finished earthwork grade is required, meet a construction tolerance of plus or minus 0.2 foot in depth and plus or minus 6 inches (each side) in width.

**120-3.2 Lateral Ditch Excavation:** Excavate inlet and outlet ditches to structures and roadway, changes in channels of streams and ditches parallel to the roadway. Dress lateral ditches to the grade and cross-section shown in the plans.

**120-3.3 Channel Excavation:** Excavate and dispose of all materials from the limits of the channel as shown in the plans. Excavate for bridge foundations, box culverts, pipe culverts, storm sewers and all other pipe lines, retaining walls, headwalls for pipe culverts and drains, catch basins, drop inlets, manholes, and similar structures.

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

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

## 120-3.4.2 Earth Excavation:

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

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

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

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

**120-3.4.4 Pipe Trench Excavation:** Excavate trenches for pipe culverts and storm sewers to the elevation of the bottom of the pipe and to a width sufficient to provide adequate working room. Remove soil not meeting the classification specified as suitable backfill material in 120-8.3.2.2 to a depth of 4 inches below the bottom of the pipe elevation. Remove rock, boulders or other hard lumpy or unyielding material to a depth of 12 inches below the

bottom of the pipe elevation. Remove muck or other soft material to a depth necessary to establish a firm foundation. Where the soils permit, ensure that the trench sides are vertical up to at least the mid-point of the pipe.

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

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

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

**120-4.2 Disposal of Muck on Side Slopes:** As an exception to the provisions of 120-4.1, when approved by the Engineer, muck (A-8 material) may be placed on the slopes, or stored alongside the roadway, provided there is a clear distance of at least 6 feet between the roadway grading limits and the muck, and the muck is dressed to present a neat appearance. In addition, this material may also be disposed of by placing it on the slopes where, in the opinion of the Engineer, this will result in an aesthetically pleasing appearance and will have no detrimental effect on the adjacent developments. Where the Engineer permits the disposal of muck or other unsuitable material inside the right-of-way limits, do not place such material in a manner which will impede the inflow or outfall of any channel or of side ditches. The Engineer will determine the limits adjacent to channels within which such materials may be disposed.

**120-4.3 Disposal of Paving Materials:** Unless otherwise noted, take ownership of paving materials, such as paving brick, asphalt block, concrete slab, sidewalk, curb and gutter, etc., excavated in the removal of existing pavements, and dispose of them outside the right-of-way. If the materials are to remain the property of the Agency, place them in neat piles as directed. Existing limerock base that is removed may be incorporated in the stabilized portion of the subgrade. If the construction sequence will allow, incorporate all existing limerock base into the project as allowed by the Contract Documents.

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

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

#### 120-5 Materials for Embankment.

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

Construct the embankment using maximum particle sizes as follows:

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

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

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

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

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

**120-5.2 Use of Materials Excavated From the Roadway and Appurtenances:** Assume responsibility for determining the suitability of excavated material for use on the project in accordance with the applicable Contract Documents. Consider the sequence of work and maintenance of traffic phasing in the determination of the availability of this material.

**120-5.3 Authorization for Use of Borrow:** Use borrow only when sufficient quantities of suitable material are not available from roadway and drainage excavation, to properly construct the embankment, subgrade, and shoulders, and to complete the backfilling of structures and pipe. Do not use borrow material until so ordered by the Engineer, and then only use material from approved borrow pits.

**120-5.3.1 Haul Routes for Borrow Pits:** Provide and maintain, at no expense to the Agency, all necessary roads for hauling the borrow material. Where borrow area haul roads or trails are used by others, do not cause such roads or trails to deteriorate in condition.

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

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

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

## 120-6 Embankment Construction.

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

## 120-6.2 Dry Fill Method:

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

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

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

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

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

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

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

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

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

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

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

## 120-6.3 Hydraulic Method:

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

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

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

#### 120-7 Compaction Requirements.

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

#### 120-7.2 Compaction of Embankments:

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

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

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

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

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

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

**120-7.2.6 Compaction of Grassed Shoulder Areas:** For the upper 6 inch layer of all shoulders which are to be grassed, since no specific density is required, compact only to the extent directed.

**120-7.2.7 Compaction of Grassed Embankment Areas:** For the outer layer of all embankments where plant growth will be established, do not compact. Leave this layer in a loose condition to a minimum depth of 6 inches for the subsequent seeding or planting operations.

**120-7.3 Compaction of Subgrade:** If the plans do not provide for stabilizing, compact the subgrade in both cuts and fills to the density specified in 120-9.5. For undisturbed soils, do not apply density requirements where constructing narrow widening strips or paved shoulders 5 feet or less in width.

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

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

## 120-8 Backfilling Around Structures and Pipe. 120-8.1 Requirements for all Structures:

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

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

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

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

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

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

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

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

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

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

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

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

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

120-8.3 Additional Requirements for Pipe 15 Inches Inside Diameter or Greater:

**120-8.3.1 General:** Trenches for pipe may have up to four zones that must be backfilled.

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

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

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

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

# 120-8.3.2 Material:

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

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

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

# 120-8.3.3 Compaction:

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

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

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

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

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

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

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

## 120-9 Acceptance Program.

**120-9.1 Density over 105%:** When a computed dry density results in a value greater than 105% of the applicable Proctor maximum dry density, the Engineer will perform a second density test within 5 feet. If the second density results in a value greater than 105%, investigate the compaction methods, examine the applicable Maximum Density and material description. If necessary, the Engineer will test an additional sample for acceptance in accordance with AASHTO T 99, Method C.

**120-9.2 Maximum Density Determination:** The Engineer will determine the maximum density and optimum moisture content by sampling and testing the material in accordance with the specified test method listed in 120-9.3.

**120-9.3 Density Testing Requirements:** Compliance with the requirements of 120-9.5 will be determined in accordance FM 1-T 238. The in-place moisture content will be determined for each density in accordance with FM 5-507 (Determination of Moisture Content by Means of a Calcium Carbide Gas Pressure Moisture Tester), or ASTM D 4643 (Laboratory Determination of Moisture Content of Granular Soils By Use of a Microwave Oven).

**120-9.4 Soil Classification:** The Engineer will perform soil classification tests in accordance with AASHTO T-88, and classify soils in accordance with AASHTO M-145 (Standard Specification for Classification of Soils and Soil-Aggregate Mixtures for Highway Construction Purposes) in order to determine compliance with embankment utilization requirements.

**120-9.5 Acceptance Criteria:** The Engineer will accept a minimum density in accordance with 120-7.2 with the following exceptions:

1) embankment constructed by the hydraulic method as specified in 120-6.3;

2) material placed outside the standard minimum slope as specified in 120-6.2.4;

3) other areas specifically excluded herein.

**120-9.6 Frequency:** The Engineer will conduct sampling and testing at a minimum frequency listed in the table below.

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

## 120-10 Maintenance and Protection of Work.

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

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

## 120-11 Construction.

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

1. Shape the surface of shoulders to within 0.1 foot of the plan cross-section.

2. Shape the earthwork to match adjacent pavement, curb, sidewalk, structures,

etc.

3. Shape the bottom of ditches so that the ditch impounds no water.

4. When the work does not include construction of base or pavement, shape the entire roadbed (shoulder point to shoulder point) to within 0.1 foot above or below the plan cross-section.

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

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

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

## 120-12 Method of Measurement.

**120-12.1 Excavation:** Excavation will be paid for by volume, in cubic yards, calculated by the method of average end areas, unless the Engineer determines that another method of calculation will provide a more accurate result. The material will be measured in its original

position by field survey or by photogrammetric means as designated by the Engineer. Measurement for payment will include the excavation of unsuitable material, lateral ditch excavation, channel excavation, and excavation for structures and pipe. Payment will not be made for excavation or embankment beyond the limits shown in the plans or authorized by the Engineer.

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

#### 120-13 Basis of Payment.

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

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

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

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

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

#### 344-1 Description.

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

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

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

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

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

#### 344-2 Materials.

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

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

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

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

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

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

		Table 344-1
Type or Class	Test Method	Exceptions
Class C Fly Ash	ASTM C 618	Not to be used with Types IP or IS cements.
Class F Fly Ash	ASTM C 618	Not to be used with Types IP or IS cements.
Petroleum Coke Class F	ASTM C 618	Not to be used with Types IP or IS cements.

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

# 344-3 Production, Mixing and Delivery of Concrete. 344-3.1 Concrete Production Requirements:

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

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

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

	Table 344-2					
Class	Minimum Strength (28 day) (psi)	Target Slump (inches)	Target Range (inches)	Air Content Range (%)	Minimum Total Cementitious Materials Content (lb/yd <sup>3</sup> )	Maximum Water to Cementitious Material Ratio (lb/lb)
			Categor	ry 1		
Class NS	2,500	N/A	N/A	N/A	N/A	N/A
			Catego	ry 3		
Ι	3,000	3	± 1.5	1.0 to 6.0	470	0.53
I (Pavement)	3,000	2	± 1.5	1.0 to 6.0	470	0.50
II	3,400	3	± 1.5	1.0 to 6.0	470	0.53
II (Bridge Deck)	4,500	3	± 1.5	1.0 to 6.0	611	0.44
III	5,000	3	± 1.5	1.0 to 6.0	611	0.44
III (Seal)	3,000	8	± 1.5	1.0 to 6.0	611	0.53
IV	5,500	3	± 1.5	1.0 to 6.0	658	0.41
IV (Drilled Shaft)	4,000	8.5	± 1.5	0.0 to 6.0	658	0.41
V (Special)	6,000	3	± 1.5	1.0 to 6.0	752	0.37
V	6,500	3	± 1.5	1.0 to 6.0	752	0.37
VI	8,500	3	± 1.5	1.0 to 6.0	752	0.37

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

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

For Category 3, furnish a Quality Control (QC) plan to identify to the Engineer how quality will be ensured at the project site. During random inspections, the Engineer will use this document to verify that the construction of the project is in agreement with the QC plan. **344-3.4 Concrete Mix Design:** Before producing any Category 1 or Category 2, submit the proposed mix designs to the Engineer on a form provided by the Engineer. For Category 3, submit to the Engineer for approval, FDOT approved mix designs. Do not use concrete mix designs without prior approval of the Engineer.

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

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

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

## 344-3.6 Placing Concrete:

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

During the curing period, if NOAA predicts the ambient temperature to fall below 35°F for 12 hours or more or to fall below 30°F for more than 4 hours, enclose the structure in such a way that the air temperature within the enclosure can be kept above 50°F for a period of 3 days after placing the concrete or until the concrete reaches a minimum compressive strength of 1,500 psi.

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

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

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

**344-3.7 Mixers:** For Category 3 concrete, do not place concrete from a truck mixer that does not have a current FDOT mixer identification card.

**344-3.8 Small Quantities of Concrete:** With approval of the Engineer, small quantities of concrete, less than 3 cubic yards placed in one day and less than 0.5 cubic yards placed in a single placement may be accepted using a pre-bagged mixture. The Engineer may verify that the pre-bagged mixture is prepared in accordance with the manufacturer's recommendations and will meet the requirements of this Specification.

# 344-3.9 Sampling and Testing:

344-3.9.1 Category 1: The Engineer may sample and test the concrete to verify its quality. The minimum 28 day compressive strength requirement for this concrete is 2,500 psi.344-3.9.2: Category 2: No sampling and testing is required for category 2.

**344-3.9.3 Category 3:** The Engineer will randomly select a sample from each 200 cubic yards or one day's production to determine plastic properties and to make three 4 x 8 inch cylinders for testing by the Engineer at 28 days to ensure that the design compressive strength has been met for the class of concrete as specified in Table 344-2.

**344-3.10 Records:** Ensure the following records are available for review for at least 3 years after final acceptance of the project:

1. Approved concrete mix designs.

2. Materials source (delivery tickets, certifications, certified mill test reports).

3. A copy of the scale company or testing agency report showing the observed deviations from quantities checked during calibration of the scales and meters.

4. A copy of the documentation certifying the admixture weighing/measuring devices.

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

**344-4.1 Category 1 Work:** Category 1 work will be accepted based on certification by the batcher and contractor on the delivery ticket.

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

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

**344-4.4 Small Quantities of Concrete:** Category 3 concrete meeting the definition of 344-3.8 will be accepted in accordance with 344-4.3 based on test results for plastic properties and compressive strength.

#### 344-5 Method of Measurement.

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

## 344-6 Basis of Payment.

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

# SUPERPAVE ASPHALT FOR LAP (OFF-SYSTEM). (REV 1-26-15) (FA 1-29-15)

#### **SECTION 334** SUPERPAVE ASPHALT FOR LAP (OFF-SYSTEM)

#### **334-1 Description.**

**334-1.1 General:** Construct a Superpave asphalt pavement (consisting of either Hot Mix Asphalt (HMA) or Warm Mix Asphalt (WMA)) based on the type of work specified in the Contract and the Asphalt Work Categories as defined below. Meet the applicable requirements for plants, equipment, and construction requirements as defined below. Use an asphalt mix, either HMA or WMA, which meets the requirements of this specification.

334-1.2 Asphalt Work Mix Categories: Construction of asphalt pavement will fall into one of the following work categories:

**334-1.2.1 Asphalt Work Category 1:** Includes the construction of shared use paths and miscellaneous asphalt.

334-1.2.2 Asphalt Work Category 2: Includes the construction of new asphalt turn lanes, paved shoulders and other non-mainline pavement locations.

334-1.2.3 Asphalt Work Category 3: Includes the construction of new mainline asphalt pavement lanes, milling and resurfacing.

**334-1.3 Mix Types:** Use the appropriate asphalt mix as shown in Table 334-1.

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

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

334-1.4 Gradation Classification: The Superpave mixes are classified as fine and are The equivalent AASHTO nominal maximum aggregate size defined in 334-3.2.2. Superpave mixes are as follows:

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

where:	t	= Thickness (in.) (Plan thickness or individual layer thickness)
	$G_{mm}$	= Maximum specific gravity from the mix design

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

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

Type SP-9.5, FC-9.5	
Type SP-12.5, FC-12.5	1-1/2 to $2-1/2$ inches
334-1.5.2 Additional Requirements	<b>s:</b> The following requirements also apply to

asphalt mixtures:

1. When construction includes the paving of adjacent shoulders (less than or equal to 5 feet wide), the layer thickness for the upper pavement layer and shoulder shall be the same and paved in a single pass, unless otherwise called for in the Contract Documents.

2. For overbuild layers, use the minimum and maximum layer thicknesses as specified above unless called for differently in the Contract Documents. On variable thickness overbuild layers, the minimum allowable thickness may be reduced by 1/2 inch, and the maximum allowable thickness will be as specified below, unless called for differently in the Contract Documents.

Type SP-9.5	
Type SP-12.5	1/2 to 3 inches

3. Variable thickness overbuild layers may be tapered to zero thickness provided the contract documents require a minimum of 1-1/2 inches of mix placed over the variable thickness overbuild layer.

**334-1.6 Weight of Mixture:** The weight of the mixture shall be determined as provided in 320-3.2 of the FDOT Specifications.

## 334-2 Materials.

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

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

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

1. Up to 40% fine aggregate from other sources; or,

2. A combination of up to 20% RAP and the remaining fine aggregate from other sources.

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

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

**334-2.3.1 General requirements:** RAP may be used as a component of the asphalt mixture, provided the RAP meets the following requirements:

1.When using a PG 76-22 (PMA), or PG 76-22 (ARB) asphalt binder, limit the amount of RAP material used in the mix to a maximum of 20% by weight of total aggregate. As an exception, amounts greater than 20% RAP by weight of total aggregate can be used if no more than 20% by weight of total asphalt binder comes from the RAP material.

2. Provide stockpiled RAP material that is reasonably consistent in characteristics and contains no aggregate particles which are soft or conglomerates of fines.

3. Provide RAP material having a minimum average asphalt binder content of 4.0% by weight of RAP. As an exception, when using fractionated RAP, the minimum average asphalt binder content for the coarse portion of the RAP shall be 2.5% by weight of the coarse portion of the RAP. The coarse portion of the RAP shall be the portion of the RAP retained on the No. 4 sieve. The Engineer may sample the stockpile to verify that this requirement is met.

4. Use a grizzly or grid over the RAP cold bin, in-line roller crusher, screen, or other suitable means to prevent oversized RAP material from showing up in the completed recycle mixture. If oversized RAP material appears in the completed recycle mix, take the appropriate corrective action immediately. If the appropriate corrective actions are not immediately taken, stop plant operations.

**334-2.3.2 Material Characterization:** Assume responsibility for establishing the asphalt binder content, gradation, and bulk specific gravity ( $G_{sb}$ ) of the RAP material based on a representative sampling of the material.

**334-2.3.3 Asphalt Binder for Mixes with RAP:** Select the appropriate asphalt binder grade based on Table 334-2. The Engineer reserves the right to change the asphalt binder type and grade during production based on characteristics of the RAP asphalt binder.

Table 334-2		
Asphalt Binder Grade for Mixes Containing RAP		
Percent RAP Asphalt Binder Grade		
0 - 15 PG 67-22		
16 – 30 PG 58-22		
> 30 PG 52-28		

#### 334-3 Composition of Mixture.

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

## 334-3.2 Mix Design:

334-3.2.1 General: Design the asphalt mixture in accordance with

AASHTO R 35-12, except as noted herein. Submit the proposed mix design with supporting test data indicating compliance with all mix design criteria to the Engineer. Prior to the production of any asphalt mixture, obtain the Engineer's conditional approval of the mix design. If required by the Engineer, send representative samples of all component materials, including asphalt binder to a laboratory designated by the Engineer for verification. As an exception to these requirements, use a currently approved FDOT Mix Design.

Warm mix technologies (additives, foaming techniques, etc.) listed on the Department's website may be used in the production of the mix. The URL for obtaining this information, is:

http://www.dot.state.fl.us/statematerialsoffice/quality/programs/warmmixasphalt/index.shtm.

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

**334-3.2.2 Mixture Gradation Requirements:** Combine the aggregates in proportions that will produce an asphalt mixture meeting all of the requirements defined in this specification and conform to the gradation requirements at design as defined in AASHTO M 323-12, Table 3. Aggregates from various sources may be combined.

**334-3.2.2.1 Mixture Gradation Classification:** Plot the combined mixture gradation on an FHWA 0.45 Power Gradation Chart. Include the Control Points from AASHTO M323-12, Table-3, as well as the Primary Control Sieve (PCS) Control Point from AASHTO M323-12, Table 4. Fine mixes are defined as having a gradation that passes above or through the primary control sieve control point.

**334-3.2.3 Gyratory Compaction:** Compact the design mixture in accordance with AASHTO T312-12, with the following exceptions: use the number of gyrations at N<sub>design</sub> as designed in Table 334-3.

Table 334-3			
Gyratory Compaction Requirements			
Traffic Level	Ndesign Number of Gyrations		
А	50		
В	65		
С	75		

**334-3.2.4 Design Criteria:** Meet the requirements for nominal maximum aggregate size as defined in AASHTO M323-12, as well as for relative density, VMA, VFA, and dust-to-binder ratio as specified in AASHTO M323-12, Table 6. Ninitial and Nmaximum requirements are not applicable.

**334-3.2.5 Moisture Susceptibility:** Test 4 inch specimens in accordance with FDOT Test Method FM 1-T 283. Provide a mixture having a retained tensile strength ratio of at least 0.80 and a minimum tensile strength (unconditioned) of 100 pounds per square inch. If necessary, add a liquid anti-stripping agent from the FDOT's APL or hydrated lime in order to meet these criteria.

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

**334-3.2.6 Additional Information:** In addition to the requirements listed above, provide the following information on each mix design:

1. The design traffic level and the design number of gyrations (Ndesign).

2. The source and description of the materials to be used.

3. The FDOT source number and the FDOT product code of the aggregate components furnished from an FDOT approved source (if required).

4. The gradation and proportions of the raw materials as intended to be combined in the paving mixture. The gradation of the component materials shall be representative of the material at the time of use. Compensate for any change in aggregate gradation caused by handling and processing as necessary.

5. A single percentage of the combined mineral aggregate passing each specified sieve. Degradation of the aggregate due to processing (particularly material passing the No. 200 sieve) should be accounted for and identified.

6. The bulk specific gravity  $(G_{sb})$  value for each individual aggregate and

7. A single percentage of asphalt binder by weight of total mix intended to be incorporated in the completed mixture, shown to the nearest 0.1%.

8. A target temperature for the mixture at the plant (mixing temperature) and a target temperature for the mixture at the roadway (compaction temperature). Do not exceed a target temperature of 330°F for PG 76-22 (PMA) and PG 76-22 (ARB) asphalt binders, and 315°F for unmodified asphalt binders.

9. Provide the physical properties achieved at four different asphalt binder contents. One shall be at the optimum asphalt content, and must conform to all specified physical requirements.

10. The name of the mix designer.

11. The ignition oven calibration factor.

12. The warm mix technology, if used.

## 334-4 Process Control.

RAP component.

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

## **334-5** General Construction Requirements.

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

## **334-5.2 Limitations of Paving Operations:**

**334-5.2.1 General:** Spread the mixture only when the surface upon which it is to be placed has been previously prepared, is intact, firm, dry, clean, and the tack, with acceptable

spread rate, is properly broken. Ensure all granular base materials are properly primed and all asphalt base materials are properly tacked, prior to paving.

334-5.2.2 Air Temperature: Place the mixture only when the air temperature in		
the shade and away from the artificial heat meets the requirements of Table 334-4. The		
minimum ambient temperature requirement may be reduced by 5°F when using a warm mix		
technology, if mutually agreed to by both the Engineer and the Contractor. Table 334-4		
Ambient Air Temperature Requirements for Paving		
Layer Thickness or Asphalt Binder Type	Minimum Temperature (°F)	
≤1 inch	50	
Any mixture > 1 inch containing a PG asphalt binder with a high	45	
temperature designation $\ge 76^{\circ}C$		
Any mixture > 1 inch containing a PG asphalt binder with a high	40	
temperature designation < 76°C		

**334-5.3 Mix Temperature:** Heat and combine the ingredients of the mix in such a manner as to produce a mixture with a temperature at the plant and at the roadway, within a range of plus or minus  $30^{\circ}$ F from the target temperature as shown on the mix design. Reject all loads outside of this range. For warm mix asphalt, the Contractor may produce the first five loads of the production day and at other times when approved by the Engineer, at a hot mix asphalt temperature not to exceed  $330^{\circ}$ F for purposes of heating the asphalt paver. For these situations, the upper tolerance of  $+30^{\circ}$ F does not apply.

**334-5.4 Transportation of the Mixture:** Transport the mix in trucks of tight construction, which prevents the loss of material and the excessive loss of heat and previously cleaned of all foreign material. After cleaning, thinly coat the inside surface of the truck bodies with soapy water or an asphalt release agent as needed to prevent the mixture from adhering to the beds. Do not allow excess liquid to pond in the truck body. Do not use a release agent that will contaminate, degrade, or alter the characteristics of the asphalt mix or is hazardous or detrimental to the environment. Petroleum derivatives (such as diesel fuel), solvents, and any product that dissolves asphalt are prohibited. Provide each truck with a tarpaulin or other waterproof cover mounted in such a manner that it can cover the entire load when required. When in place, overlap the waterproof cover on all sides so it can be tied down. Cover each load during cool and cloudy weather and at any time it appears rain is likely during transit with a tarpaulin or waterproof cover. Cover and tie down all loads of friction course mixtures.

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

**334-5.5.1 Cleaning:** Clean the surface of all loose and deleterious material by the use of power brooms or blowers, supplemented by hand brooming where necessary.

**334-5.5.2 Patching and Leveling Courses:** As shown in the plans, bring the existing surface to proper grade and cross-section by the application of patching or leveling courses.

**334-5.5.3 Application over Surface Treatment:** Where an asphalt mix is to be placed over a surface treatment, sweep and dispose of all loose material from the paving area.

**334-5.5.4 Tack Coat:** Use a rate of application as defined in Table 334-5. Control the rate of application to be within plus or minus 0.01 gallon per square yard of the target application rate. The target application rate may be adjusted by the Engineer to meet specific field conditions. Determine the rate of application as needed to control the operation. When using PG 52-28, multiply the target rate of application by 0.6.

Table 334-5 Tack Coat Application Rates		
Asphalt Mixture Type	Underlying Pavement Surface	Target Tack Rate (gal/yd <sup>2</sup> )
Base Course, Structural Course, Dense Graded Friction Course	Newly Constructed Asphalt Layers	0.03 minimum
	Milled Surface or Oxidized and Cracked Pavement	0.06
	Concrete Pavement	0.08

# 334-5.6 Placing Mixture:

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

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

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

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

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

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

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

When the average spread rate for the total structural or friction course pavement thickness exceeds the target spread rate by plus or minus50 pounds per square yard for layers greater than or equal to 2.5 inches or exceeds the target spread rate by plus or minus 25 pounds per square yard for layers less than 2.5 inches, address the unacceptable pavement in accordance with 334-5.10.4, unless an alternative approach is agreed upon by the Engineer.

#### 334-5.7 Leveling Courses:

**334-5.7.1 Patching Depressions:** Before spreading any leveling course, fill all depressions in the existing surface as shown in the plans.

**334-5.7.2 Spreading Leveling Courses:** Place all courses of leveling with an asphalt paver or by the use of two motor graders, one being equipped with a spreader box. Other types of leveling devices may be used upon approval by the Engineer.

**334-5.7.3 Rate of Application:** When using Type SP-9.5for leveling, do not allow the average spread of a layer to be less than 50 pounds per square yard or more than 75 pounds per square yard. The quantity of mix for leveling shown in the plans represents the average for the entire project; however, the Contractor may vary the rate of application throughout the project as directed by the Engineer. When leveling in connection with base widening, the Engineer may require placing all the leveling mix prior to the widening operation.

**334-5.8 Compaction:** For each paving or leveling train in operation, furnish a separate set of rollers, with their operators.

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

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

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

**334-5.9.1 Transverse Joints:** Construct smooth transverse joints, which are within 3/16 inch of a true longitudinal profile when measured with a 15 foot manual straightedge meeting the requirements of FDOT Test Method FM 5-509. These requirements are waived for transverse joints at the beginning and end of the project and at the beginning and end of bridge structures, if the deficiencies are caused by factors beyond the control of the Contractor such as no milling requirement, as determined by the Engineer. When smoothness requirements are waived, construct a reasonably smooth transitional joint.

**334-5.9.2 Longitudinal Joints:** For all layers of pavement except the leveling course, place each layer so that longitudinal construction joints are offset 6 to 12 inches laterally between successive layers. Do not construct longitudinal joints in the wheel paths. The Engineer may waive these requirements where offsetting is not feasible due to the sequence of construction.

**334-5.10 Surface Requirements:** Construct a smooth pavement with good surface texture and the proper cross slope.

**334-5.10.1 Texture of the Finished Surface of Paving Layers:** Produce a finished surface of uniform texture and compaction with no pulled, torn, raveled, crushed or loosened portions and free of segregation, bleeding, flushing, sand streaks, sand spots, or ripples. Correct any area of the surface that does not meet the foregoing requirements in accordance with 334-5.10.4.

In areas not defined to be a density testing exception per 334-6.4.1, obtain for the Engineer, three 6 inch diameter roadway cores at locations visually identified by the Engineer to be segregated. The Engineer will determine the density of each core in accordance with FDOT

Test Method FM 1-T 166 and calculate the percent  $G_{mm}$  of the segregated area using the average  $G_{mb}$  of the roadway cores and the representative PC  $G_{mm}$  for the questionable material. If the average percent  $G_{mm}$  is less than 90.0, address the segregated area in accordance with 334-5.10.4.

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

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

# 334-5.10.3.1 Straightedge Testing:

**334-5.10.3.1.1 Acceptance Testing:** Perform straightedge testing in the outside wheel path of each lane for the final (top) layer of the pavement. Test all pavement lanes where the width is constant using a rolling straightedge and document all deficiencies on a form approved by the Engineer. Notify the Engineer of the location and time of all straightedge testing a minimum of 48 hours before beginning testing.

334-5.10.3.1.2 Final (Top) Pavement Layer: At the completion

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

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

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

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

**334-6.1 General:** The asphalt mixture will be accepted based on the Asphalt Work Category as defined below:

1. Asphalt Work Category 1 – Certification by the Contractor as defined in 334-6.2.

2. Asphalt Work Category 2 – Certification and process control testing by the Contractor as defined in 334-6.3.

3. Asphalt Work Category 3 – Process control testing by the Contractor and acceptance testing by the Engineer as defined in 334-6.4.

**334-6.2 Certification by the Contractor:** On Asphalt Work Category 1 construction, the Engineer will accept the mix on the basis of visual inspection. Submit a Notarized Certification of Specification Compliance letter on company letterhead to the Engineer stating that all material produced and placed on the project meets the requirements of the Specifications. The Engineer may run independent tests to determine the acceptability of the material.

**334-6.3 Certification and Process Control Testing by the Contractor:** On Asphalt Work Category 2 construction, submit a Notarized Certification of Specification Compliance letter on company letterhead to the Engineer stating that all material produced and placed on the project meets the requirements of the Specifications, along with supporting test data documenting all process control testing as described in 334-6.3.1. If required by the Contract, utilize an Independent Laboratory as approved by the Engineer for the process control testing. The mix will also require visual acceptance by the Engineer. In addition, the Engineer may run independent tests to determine the acceptability of the material. Material failing to meet these acceptance at reduced pay, delineation testing to determine the limits of the questionable material, removal and replacement at no cost to the agency, or performing an Engineering analysis to determine the final disposition of the material.

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

Determine the asphalt binder content of the mixture in accordance with FDOT Method FM 5-563. Determine the gradation of the recovered aggregate in accordance with FDOT Method FM 1-T 030. Determine the roadway density in accordance with FDOT Method FM 1-T 166. The minimum roadway density will be based on the percent of the maximum specific gravity (Gmm) from the approved mix design. If the Contractor or Engineer suspects that the mix design Gmm is no longer representative of the asphalt mixture being produced, then a new Gmm value will be determined from plant-produced mix, in accordance with FDOT Method FM 1-T 209, with the approval of the Engineer. Roadway density testing will not be required in certain situations as described in 334-6.4.1. Assure that the asphalt binder content, gradation and density test results meet the criteria in Table 334-4.

Table 334-4		
Process Control and Acceptance Values		
Characteristic	Tolerance	
Asphalt Binder Content (percent)	Target $\pm 0.55$	
Passing No. 8 Sieve (percent)	Target $\pm 6.00$	
Passing No. 200 Sieve (percent)	Target $\pm 2.00$	
Roadway Density (daily average)	Minimum 90.0% of Gmm	

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

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

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

#### 334-7 Method of Measurement.

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

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

#### 334-8 Basis of Payment.

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

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

- (1.) Compliance with Regulations: The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- (2.) Nondiscrimination: The Contractor, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3.) Solicitations for Subcontractors, including Procurements of Materials and Equipment: In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- (4.) Information and Reports: The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation*, the *Federal Highway Administration*, *Federal Transit Administration*, *Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the *Florida Department of Transportation*, the *Federal Highway Administration*, *Federal Transit Administration*, *Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration*, *Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration*, *Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5.) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the *Florida Department of Transportation* shall impose such contract sanctions as it or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* may determine to be appropriate, including, but not limited to:
  - a. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
  - b. cancellation, termination or suspension of the contract, in whole or in part.
- (6.) Incorporation of Provisions: The Contractor shall include the provisions of paragraphs (1) through (7) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the *Florida Department of Transportation*, the *Federal Highway Administration*, *Federal Transit*

Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event a Contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the Contractor may request the *Florida Department of Transportation*, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States to enter into such litigation to protect the interests.

(7.) Compliance with Nondiscrimination Statutes and Authorities: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

#### 14-22.006 Current Capacity Rating.

(1) The Certificate of Qualification shall establish an applicant's Maximum Capacity Rating, which will be reduced by the total value of their current uncompleted work, regardless of its location and with whom it may be contracted, to determine the bidding capacity at any particular time. Current Capacity is the applicant's bidding capacity. Current Capacity shall be amended immediately upon issuance of a new Certificate of Qualification, regardless of whether the existing Certificate of Qualification has expired.

(2) In determining the Current Capacity of a prospective bidder, the deduction for uncompleted work shall include work subcontracted from others. The bidder will be given credit for work sublet to others; provided, for contracts with the Department, the request for authorization to sublet the work has been approved in writing.

(3) All prequalified contractors must certify their total dollar amount of work underway monthly and submit Form 375-020-39, Rev. 11/07, Update Work Underway, hereby incorporated by reference <a href="http://www.flrules.org/Gateway/reference.asp?No=Ref-03120">http://www.flrules.org/Gateway/reference.asp?No=Ref-03120</a>, with the Status of Contracts On Hand Template, or a spreadsheet in a similar and accepted format. This information must reflect an "as of date" no older than 30 days prior to the certification date. The certification must be submitted via the "Work Underway" link in the Contractor Pre-Qualification System. This certification is independent of the Status of Contracts On Hand submitted with the annual application for qualification. Failure to submit the Certification of Work Underway shall result in the contractor being prohibited from receiving bidding documents, submitting bids, or receiving contract awards until the certification is submitted. If a Form 375-020-39 is submitted, and the contractor is awarded a contract during that month that exceeds 25% of the total dollar amount of work underway, a revised Form 375-020-39 must be submitted prior to submitting another bid during that month.

(4) In determining a bidder's Current Capacity, any projects in a prior letting pending award by the Department to such bidder shall also be debited against the bidder's Current Capacity, unless the award is to be delayed for an indefinite period of time. Further, no credit shall be given for proposed subcontracting of any work included in such proposal pending award.

Rulemaking Authority 334.044(2), 337.14(1) FS. Law Implemented 337.11, 337.14, 337.164 FS. History–(Formerly Chapter 14-8), New 7-1-67, 8-20-68, 5-9-70, 1-6-72, 7-24-75, Formerly 14-22.01(8), Amended 3-23-79, 11-10-82, 8-25-83, 10-1-85, Formerly 14-22.06, Amended 12-20-89, 6-27-90, 1-4-94, 7-1-95, 7-2-95, 12-18-05, 5-15-06, 1-23-08, 10-10-10, 4-13-14.

# STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

For bids to be received on

(Letting Date)

Fill in your FDOT Vendor Number
---------------------------------

VF

(Only applicable to FDOT pre-qualified contractors)

### <u>CERTIFICATE</u>

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

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

\$ \_\_\_\_\_

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

1. If the letting is before the 25<sup>th</sup> day of the month, the certificate and report reflect the uncompleted work as of the 15<sup>th</sup> day of the month, last preceding the month of the letting.

2. If the letting is after the 25<sup>th</sup> day of the month, the certificate and report reflects the uncompleted work in progress as of the 15<sup>th</sup> day of the month of the letting.

3. All new contracts (and subcontracts) awarded earlier than five days before the letting date are included in the report and charged against our total rating.

I certify that the information above is correct.

Sworn to and subscribed this \_\_\_\_\_ day

of \_\_\_\_\_, 20 \_\_\_\_\_

Title

NAME OF FIRM

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

### STATUS OF CONTRACTS ON HAND

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(Furnish complete information about all your contracts, whether prime or subcontracts; whether in progress or awarded, but not yet begun; and regardless of whom contracted with.)

1	2	3	4	5		6
PROJECTS OWNER, LOCATION AND DESCRIPTION	CONTRACT (OR SUBCONTRACT) AMOUNT	AMOUNT SUBLET TO OTHERS	BALANCE OF CONTRACT AMOUNT	UNCOMPLETED AMOUNT TO BE DONE BY YOU		
				AS PRIM CONTRACT		AS SUBCONTRACTOR
NOTE: Columns 2 and 3 to show total contract (or subcontract) amounts. Column 4 to be difference between columns 2 and 3. Amount in columns 5 or 6 to be uncompleted portion of amount in column 4. All amounts to be shown to nearest \$100. The Contractor may consolidate and list as a single item all contracts which, individually, do not exceed 3% of total, and which, in the aggregate, amount to less than 20% of the total.		TOTALS		\$0.00	\$0.00	
		TOTAL UNCOMPLETED HAND TO BE DONE BY (TOTAL COLUMNS 5 AN	YOU	<u>\$0.00</u>	)	

# **APPENDIX G - SPECIFICATIONS**

# SECTION 01010 SUMMARY OF WORK

### PART 1 - GENERAL

### 1.01 WORK COVERED BY CONTRACT DOCUMENTS

- A. The work covered by these specifications comprises, in general, the furnishing of all labor, equipment, materials, and performing all operations to construct road improvements, as well as, water, sewer, and drainage improvements for the City of Delray Beach as described and specified further in the Technical Specifications and as shown on the Contract Drawings.
- B. Except as specifically noted, the Contractor shall provide and pay for:
  - 1. Labor, materials, tools, construction equipment, and machinery.
  - 2. Water and utilities required for construction.
  - 3. Other facilities and services necessary for proper execution and completion of the work.
- C. The Contractor shall comply with all codes, ordinances, rules, regulations, orders and other legal requirements of the City of Delray Beach.
- D. Roadway restoration/reconstruction for any individual street shall be completed within 30 calendar days subsequent to substantial completion of underground utility construction on a street by street basis. The submitted construction schedule shall indicate this construction sequence.

### 1.02 SILTATION AND BANK EROSION

The Contractor shall take adequate precautions to minimize siltation and bank erosion in the vicinity of canals or ditches, in discharging well point systems or during other construction activities.

### 1.03 STORAGE OF MATERIALS

Suitable storage facilities shall be furnished by the Contractor. All materials, supplies and equipment intended for use in the work shall be suitably stored by the Contractor to prevent damage from exposure, admixture with foreign substances, or vandalism or other cause. The Engineer will refuse to accept, or sample for testing, materials, supplies or equipment that have been improperly stored, as determined by the Engineer.

Materials found unfit for use shall not be incorporated in the work and shall immediately be removed from the construction or storage site. Delivered materials shall be stored in manner acceptable to the Engineer before any payment for same will be made. Materials strung out along the line of construction will not be allowed unless the materials will be installed within one week from the time of unloading and stringing out.

#### 1.04 PRESERVATION OF PROPERTY

The Contractor shall preserve from damage all property along the line of the work, or which is in the vicinity of or is in any way affected by the work, the removal or destruction of which is not called for by the plans. Wherever such property is damaged due to the activities of the Contractor, it shall be immediately restored to its original condition by the Contractor at no cost to the Owner.

In case of failure on the part of the Contractor to restore such property, or make good such damage for injury, the Owner may, after 48 hours notice to the Contractor, proceed to repair, rebuild or otherwise restore such property as may be deemed necessary and the cost thereof will be deducted from any monies due or which may become due the Contractor under this contract.

### 1.05 <u>CLEAN UP</u>

The Contractor shall keep the construction site free of rubbish and other materials and restore to their original conditions those portions of the site not designated for the alteration by the Contract Documents. Clean up and restoration shall be accomplished on a continuing basis throughout the contract period and in such a manner as to maintain a minimum of nuisance and interference to the general public and residents in the vicinity of the work.

The Contractor shall also remove, when no longer needed, all temporary structures and equipment used in his operation. It is the intent of this specification that the construction areas and those other areas not designated for alteration by the Contract Documents shall be immediately restored to original condition as upon completion of the project.

### 1.06 PUBLIC SAFETY AND CONVENIENCE

The Contractor shall at all times so conduct his work as to ensure the least possible obstruction to traffic, or inconvenience to the general public and residents in the vicinity of the work. No road or street shall be closed to the public, except with the permission of the Engineer and other jurisdictional governmental authority, if any. Fire hydrants on or adjacent to the work shall be kept accessible. Provisions shall be made by the Contractor to ensure public access to sidewalks, public telephones, and the proper functioning of all gutters, sewer inlets, drainage ditches, and irrigation ditches. No open excavation shall be left overnight except during road closing. All

01010-2

open excavation within the roadway shall be backfilled and a temporary asphalt patch applied prior to darkness each day. A cold asphalt patch is acceptable.

### 1.07 SAFETY AND OSHA COMPLIANCE

- A. The Contractor shall comply in all respects with all Federal, State and Local safety and health regulations. Copies of the Federal regulations may be obtained from the U.S. Department of Labor, Occupation Safety and Health Administration (OSHA), Washington, DC 20210 or their regional offices.
- B. The Contractor shall comply in all respects with the applicable Workman's Compensation Law.

### 1.08 <u>CONTRACTOR'S USE OF PREMISES</u>

- A. Coordinate use of premises under direction of Engineer.
- B. Assume full responsibility for the protection and safekeeping of equipment and materials stored on the site.
- C. Move any stored Products, under Contractor's control, which interfere with operations of the Owner or separate Contractor.

# SECTION 01020 ALLOWANCES

### PART 1 - GENERAL

### 1.01 **REQUIREMENTS INCLUDED**

Include in the Contract Sum the allowance stated in the Contract Documents.

### 1.02 RELATED REQUIREMENTS

Conditions of the Contract.

### 1.04 <u>CONTINGENCY ALLOWANCE</u>

Include in the Contract, lump sum contingency allowances as follows:

- Unforeseen Conditions Allowance: Allow the lump sum of \$55,000.00.
   Includes pavement replacement for full depth cracks
- 2. Video Allowance: Allow the lump sum of \$3,000.00.
  - Includes preconstruction and post construction video.

### **PART 2 - PRODUCTS**

Not used.

### PART 3 - EXECUTION

### 3.01 <u>GENERAL</u>

- A. The Video Allowance is to be used as directed by the Engineer.
- B. The Unforeseen Conditions Allowance shall be used as necessary to pay for unforeseen utility conflict resolutions, utility repair work, or other work not within the original scope of work as bid. Such work to be performed only at the direction and with the authorization of the City.
- C. At the closeout of contract, monies remaining in the Unforeseen Conditions Allowance will be credited to the Owner by Change Order.

# SECTION 01025 MEASUREMENT AND PAYMENT

# PART 1 - GENERAL

### 1.01 EXPLANATION AND DEFINITIONS

A. The following explanation of the Measurement and Payment for the bid form items is made for information and guidance. The omission of reference to any item in this description shall not, however, alter the intent of the bid form or relieve the Contractor of the necessity of furnishing such as part of the Contract.

### 1.02 PAYMENT

A. Payment shall be made for the items listed on the Bid Form on the basis of the work actually performed and completed, such work including but not limited to, the furnishing of all necessary labor, materials, equipment, transportation, clean up, and all other appurtenances to complete the construction and installation of the work to the configuration and extent as shown on the drawings and described in the specifications.

The City does not pay for items ordered and/or stored on site. Payment for pay items are paid once the item is installed, measured in place, completed and accepted.

- B. It is intended that all mobilization, insurance, bond, license and other miscellaneous administrative costs, and all other costs to the Contractor not specifically identified in the following item description be distributed among and included in the unit prices stated. No additional payment shall be made for transportation, communications, office maintenance, project signs, and other incidental work or services, and no further payment shall be made for remobilization unless all of the work is suspended by the Engineer for a period in excess of three months and through no fault to the Contractor.
- C. The CONTRACTOR's attention is called to the fact that the quotations for the various items of work are intended to establish a total price for completing the work in its entirety. No separate payment will be made for any item that is not specifically set forth in the Bid Schedule, and all costs therefore shall be included in the prices named in Bid Schedule for various appurtenant items of work.
- D. All required manufacturer testing and certification shall be included in the unit prices shown in the Proposal and Contract. Density testing required for compacted backfilling, and concrete strength and materials testing required at the time of construction shall be arranged for and paid for by the Contractor.

### 1.03 MEASUREMENT

A. The quantities for payment under this Contract shall be determined by actual measurement of the completed items, in place, ready for service and accepted by the City.

# PART 2 - MATERIALS

Not used.

# PART 3 - EXECUTION

# BASE BID

# General Conditions

# <u>3.01 SITE MOBILIZATION – Bid Item No. 1</u>

- A. Payment for mobilization/demobilization, permits, bonds, insurance, scheduling and temporary facilities and utilities will be made at the contract Lump Sum (LS) price bid for the item, which price shall be full compensation for all materials, labor, equipment, tools, excavation, masonry and all other incidentals necessary to complete this item.
- B. Payment item for mobilization shall **not exceed five percent (5%) of the <u>base bid</u> contract price and shall be paid in increments in proportion to the total work completed. Should the price for Site Mobilization exceed 5% of the Contract amount, any amount over the 5% will be paid with the Contractor's final payment application.**

# <u>3.02</u> MAINTENANCE OF TRAFFIC – Bid Item No. 2

- A. The quantity of traffic control to be considered for payment shall be equivalent to the percentage of the project determined by the Engineer to be complete as of the date of the pay request submitted. The percent completion of the project shall be based on the percent of the total project actually constructed and not on the percent of the Contract price completed.
- B. Payment for traffic control shall be made on the basis of a percentage (as determined in 'A' above) of the Lump Sum (LS) Price. The contract unit price shall include compensation for required labor, materials, and equipment necessary to keep roadways and property accesses in service during construction activities in accordance with the Contract Documents.
- C. This item includes maintenance of traffic plan, traffic control, flagman, portable changeable (variable) message signs, detour signs, barricades, advance warning arrow panels, construction and removal of temporary access driveways to businesses and/or residential properties, protection to drop offs by temporary barriers or other means, etc.

in order to provide safety and traffic access in accordance with local and state requirements.

- D. Contractor will need to have their <u>detailed</u> MOT Plan for City Roads approved by the City of Delray Beach. The MOT Plan(s) shall be approved prior to mobilizing on-site.
- E. Refer to Specification Section 01570.

### 3.03 AS-BUILT RECORD DRAWINGS – Bid Item No. 3

- A. Payment for this item shall be on a Lump Sum (LS) Basis. One set of full size design drawings on reproducible material and an electronic file of the design drawings on compact disk will be furnished to the Contractor by the City. The Contractor shall maintain full size (22" x 34") field drawings to reflect the "as-built" items of work as the work progresses. Upon completion of the work, the contractor shall prepare a record set of "as-built" drawings on full size, reproducible material and an electronic file in AutoCAD 2012 or latest version. The As-built data shall be in State Plane Coordinates and NGVD 29. No final payment will be made for "as-built" drawings until both the reproducible and electronic files are received and accepted by the City.
- B. This item does not include surveying work required for layout and alignment of utility improvements.
- C. The signed and sealed As-Built drawings prepared by professional surveyor are required to be submitted with <u>each</u> pay request. Measurement for payment for providing and furnishing As-Built drawings shall be based upon percent of project complete.
- D. All survey work shall be performed by an independent third party surveyor, licensed to practice in the State of Florida. The surveyor shall be retained by the Contractor and approved by the City.

### 3.04 NPDES PERMIT/EROSION CONTROL – Bid Item No. 4

- A. Payment for Contractor required NPDES Permit application (Notice of Intent and Notice of Termination), reporting and associated erosion protection measures including turbidity abatement for dewatering procedures will be made at the Contract Lump Sum (LS) Price Bid for this item. The percent completion of the project shall be based on the percent of the total project actually constructed and not on the percent of the Contract price completed.
- B. Payment for NPDES Permit/Erosion Protection Measures shall be made on the basis of a percentage (as determined in 'A' above) of the Lump Sum Price. The contract lump sum price shall include compensation for required labor, materials, and equipment necessary for complying with the NPDES Permit and providing Erosion Protection Measures during construction activities in accordance with the Contract Documents.

C. Pay item includes NPDES Inspections per the permit conditions and all inlet protection and all silt fencing required.

### <u>3.05 INDEMNIFICATION – Bid Item No. 5</u>

A. Payment under this item is included in accordance with Article 6.30 of the General Conditions as a Lump Sum (LS) Basis.

### 3.06 PROJECT IDENTIFICATION SIGN – Bid Item No. 6

- A. Payment for project identification sign shall be made at the contract unit price per each (EA) unit where located by the City prior to construction and shall include furnishing and maintaining the sign throughout the project duration.
- B. The contractor shall schedule a field review with the City Engineer to determine the location of the Project Identification Signs.

### <u>3.07 PHOTO DOCUMENTATION/HISTORIC PHOTO INVENTORY – Bid Item No. 7</u>

- A. Payment for photographing, developing and printing of initial site conditions shall be made at the Contractor's unit price of Lump Sum (LS) and shall include all necessary labor and materials for the photographing, processing, printing and developing photographs. The photos will be prepared in accordance with the Florida Department of Transportation requirements for Local Agency Program (LAP) and associated procedures. Photos will include all properties along the project and will include property addresses, descriptions of the conditions of the historic structures and signage along the right-of-way.
- B. This lump sum price shall also include all necessary labor, materials, and equipment to provide the photographs and to assemble and deliver one paper copy and one CD of the all the photographs.
- C. Prior to the commencement of work the contractor shall take detailed photo documentation of both Historical Locations (fabric) and write a brief summary of their current conditions.
  - The Contractor shall take all necessary measures to ensure that the historical sites remain undisturbed throughout the entirety of the project.
  - Demolition of materials immediately adjacent to the Historical Site Locations shall be undertaken using non-evasive hand tools and demolition methods.
  - Contractor to provide method of demolition to be approved by the City and the Florida Department of Transportation.

- Vibratory construction methods shall not be utilized for compaction and grading of sidewalks, swales, and pavement directly adjacent to the Historical Site Locations.
- Contractor to take detailed photo documentation and provide a descriptive summary of both Historical Site Locations (fabric) prior to the final inspection.

If during the construction phase of this project and Historical Site Locations (fabric) are damaged, construction shall be halted and the contractor shall notify the Florida Department of State – Division of Historical Resources and the City of Delray Beach, immediately.

### 3.08 UNFORESEEN CONDITIONS ALLOWANCE - Bid Item No. 8

A. Payment under this item shall be made as stipulated in Specifications Section 01020 - Allowances.

### 3.09 VIDEO ALLOWANCE – Bid Item No. 9

A. Payment under this item shall be made as stipulated in Specifications Section 01020 – Allowances..

### Demolition

# 3.10 CLEARING AND GRUBBING – Bid Item No. 10

- A. Payment for this item shall be made on a Lump Sum (LS) basis. The Contractor's unit price shall include full compensation for all excavation necessary within the road right of way including debris removal, grading, and any other required clearing and grubbing in accordance with the plans and specifications, except for any areas designated to be paid for separately or to be specifically included in the costs of other work under the Contract.
- B. The Contractor shall remove and dispose of all bushes, trees, stumps, roots, fill material, debris, and other such protruding objects, appurtenances, fences, or any other facilities to prepare the area within the Right-of Way for construction of the proposed improvements. This item shall include the relocation of all mailboxes, signs, removal and reinstallation of all irrigation piping, irrigation heads, walls, fencing, trees, and other such appurtenances that conflict with the proposed improvements or is shown to be relocated.

# 3.11 REMOVE EXISTING CONCRETE SIDEWALK (VARYING WIDTH & THICKNESS) - Bid Item Nos. 11 & 12

A. Payment for this item shall be on a Linear Foot (LF) Basis. The Contractor's unit price shall include full compensation for labor, materials and equipment required to remove

concrete sidewalks (varying width) as indicated on the plans.

B. The Contractor shall cut, remove and legally dispose of all concrete sidewalks as indicated on the plans.

# 3.12 REMOVE EXISTING DRIVEWAY (VARYING TYPES) – Bid Item No. 13

- A. Payment for this item shall be on a Square Yard (SY) Basis. The Contractor's unit price shall include full compensation for labor, materials and equipment required to remove driveways (varying types) as indicated on the plans.
- B. The Contractor shall cut, remove and legally dispose of all asphalt, concrete, gravel or any other type of driveway as indicated on the plans.

# 3.13 REMOVE EXISTING PAVEMENT SECTION (ASPHALT AND ROADBASE) – Bid Item Nos. 14 & 29.4

- A. Payment for this item shall be made on a Square Yard (SY) Basis. The Contractor's unit price shall include full compensation for labor, materials and equipment required for all pavement section (asphalt pavement and base material– varying thickness) removal necessary within the road right of way as indicated on the plans, except for any areas designated to be paid for separately or to be specifically included in the costs of other work under the Contract.
- B. The Contractor shall cut, remove and legally dispose of existing roadway pavement and concrete curbing (this includes removing shellrock and limestone where applicable), or any other facilities to prepare the area within the easements and rightsof-way for construction of the proposed improvements as indicated on the plans. This includes saw cuts and joints at connections to existing pavement and saw cutting the pavement at each driveway location.
- C. Also included in this item is all restoration work (sod, driveways, sidewalk, etc.) that is required due to removing pavement section.

# Roadway

# 3.14 MILL 2" ASPHALT & OVERLAY 1" TYPE SP 9.5 ASPHALT - Bid Item Nos. 15 & 28.5

A. Payment for 1-inch milling and installing new 2" Type SP 9.5 – 1" lift asphalt overlay, where indicated on the plans shall be made at the Contractor's unit price per Square Yard (SY) for 2-inch milling and Type SP 9.5 asphalt overlay and shall include all labor, material, and equipment required to mill 2-inch of existing asphalt and construct 2" Type SP 9.5 asphaltic concrete overlay as shown on the plan view and detail drawings. The unit price shall include compensation for multiple mobilizations, labor, materials, and equipment required to mill existing pavement and to construct the new

Type SP 9.5 asphaltic surface overlay with tack coat.

B. This unit price shall also include all necessary labor, materials, and equipment to adjust the valve boxes, manholes, rims, inlets, or other fixtures to final grade, transitions to existing pavement, tack coating, compaction, rolling, brooming, <u>asphalt testing</u>, replacement of existing traffic loop detection, replacement of blue fire hydrant pavement markers, and any other work required to complete the work.

# 3.15 VARIABLE MILLING AND ASPHALT OVERBUILD (2" MAX)- Bid Item Nos. 16

- A. If variable milling and resurfacing is required to perform the contracted work, the contractor shall notify the City Engineer and schedule a field review of the area(s).
- B. Payment for 2-inch maximum variable milling and installing new 2" maximum Type SP 9.5 2 lift asphalt overbuild, where required to remove asphalt cracks and maintain City minimum slopes shall be made at the Contractor's Lump Sum (LS) for variable milling and Type SP 9.5 asphalt overbuild and shall include all labor, material, and equipment required to mill 2" maximum of existing asphalt and construct 2" maximum Type SP 9.5 asphaltic concrete overbuild as required to maintain City minimum slopes and detail drawings. The unit price shall include compensation for multiple mobilizations, labor, materials, and equipment required to mill existing pavement and to construct the new Type SP 9.5 asphaltic surface overbuild with tack coat.
- C. This unit price shall also include all necessary labor, materials, and equipment to adjust the valve boxes, manholes, rims, inlets, or other fixtures to final grade, transitions to existing pavement, tack coating, compaction, rolling, brooming, <u>asphalt testing</u>, and any other work required to complete the work.

# 3.16 8" COMPACTED LIMEROCK BASE – Bid Item Nos. 17 & 29.6

- A. Payment for installing new 8-inch compacted limerock base including primer and tack coats where indicated on the plans shall be made at the Contractor's unit price per Square Yard (SY) for limerock base installed and accepted.
- B. The Contract Unit Price shall include compensation for labor, materials, equipment and <u>testing</u> required to construct the new limerock base, vibration and settlement monitoring, including primer and tack coats in accordance with the plans and specifications.

# <u>3.17 ASPHALT PAVEMENT – 2" TYPE SP-9.5 ASPHALT (2 LIFTS) – Bid Item Nos. 18 & 29.5</u>

A. Payment for installing new 2" Type SP-9.5 asphalt pavement (two 1" lifts), including tack coat, where indicated on the plans shall be made at the Contractor's unit price per Square Yard (SY) for Type S-9.5 asphalt pavement and shall include all labor, material,

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and equipment required to construct 2" asphaltic concrete as required due to construction activities. The unit price shall include compensation for labor, materials, and equipment required to construct the new asphaltic surface.

- B. This unit price shall also include all necessary labor, materials, and equipment to adjust the valve boxes, manholes, rims, inlets, or other fixtures to final grade, transitions to existing pavement, tack coating, compaction, vibration and settlement monitoring, rolling, brooming, <u>asphalt testing</u> and any other work required to complete the work.
- C. This item also includes installing an asphalt taper around all structures in roadway, if both 1" lifts are not installed within 24 hours.

# 3.18 12" STABILIZED SUBGRADE – Bid Item Nos. 19 & 30.7

A. The unit price bid per Square Yard (SY) for the stabilized subgrade (12" thick, LBR 4) shall include all labor, material, and equipment required to construct the subgrade as shown on the detail drawings. The unit price shall include all excavation, line cutting of existing pavement, preparation of subgrade, fine grading, placement of subgrade material, compaction, vibration and settlement monitoring, rolling, brooming, and other miscellaneous work required to complete the work in accordance with Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition and City of Delray Beach specifications.

# 3.19 COLORED ASPHALT COATING – Bid Item No. 20

- A. Payment for installing new Colored asphalt coating bike lane where indicated on the plans shall be made at the Contractor's square yard (SY) Basis for colored asphalt coating applied a minimum of 36 dry mills, installed and accepted.
- B. The Contract lump sum price shall include compensation for labor, materials, and equipment required to apply new colored asphalt coating in accordance with the manufactures surface preparation installation and clean-up. No deduction will be made for area(s) occupied by manholes, inlets, drainage structures, bollards or by any public appurtenances within the area.
- C. Contractor to use approved materials stated in the FDOT Section 523 and the FDOT Qualified Products List <u>AND</u> have FHWA Approval.
- D. The Contractor shall match the existing bike lane color used in FM 431650-1-58-01 & FM 435080-1-58-01.

# 3.20 CONCRETE CURBS & GUTTER – Bid Items Nos. 21 & 29.3

A. The quantity of curbs and/or gutter shall be determined by measurement of the units

Linear Foot (LF) installed and accepted.

- B. Payment for furnishing and installing concrete curbs and gutters shall be made at the contract unit price per linear foot of each type concrete curb and/or gutter, including flared ends and transitions, rebar (as applicable) installed and accepted. The contract unit price shall include all labor, materials, and equipment necessary to prepare and <u>test</u> the sub-base and install the concrete curbs and/or gutter in accordance with the plans and specifications.
- C. Refer to "CURB AND GUTTER SECTIONS" detail on sheet C-28.

# 3.21 6' WIDE (4" & 6" THICK) CONCRETE SIDEWALK – Bid Item Nos. 22 & 23

- A. Payment for sidewalks where indicated on the plans and specifications per City Detail - RT 5.1, shall be made at the Contractor's unit price per Linear Foot (LF) of sidewalk installed and accepted. The Contract Unit Price shall include full compensation for labor, material, equipment and <u>testing</u> required to install the sub-base and sidewalk in accordance with the plans and specifications.
- B. Payment shall be made for sidewalks constructed or replaced by authorization of the Engineer. Any sidewalk that is broken incidental to construction shall be replaced at the Contractor's expense.

# 3.22 CONCRETE DRIVEWAY APRON (6" THICK) – Bid Item No. 24

- A. The quantity of concrete drive aprons shall be determined by measurement of the units per Square Yard (SY) installed and accepted.
- B. Payment for furnishing and installing 6-inch thick concrete drive aprons shall be made at the contract unit price per square foot of apron installed and accepted. The contract unit price shall include full compensation for all labor, materials, equipment and testing necessary to install the sub-base and concrete drive aprons in accordance with the plans and specifications.
- C. Concrete driveway apron replacement beyond the limits established by the project construction drawings will not be considered for payment.

# 3.23 PAVER BRICK AT CURB RAMPS INCLUDING TACTILE SURFACE PAVERS – Bid Items No. 25

A. Payment for this item shall be made at the Contractor's unit price per Square Yard (SY) of curb ramp installed and accepted. The Contractor's unit price shall include full compensation for furnishing and installing the curb ramps including the provision of "brick red" truncated dome paver brick located at tactile surface locations. Ramp slopes

and dimensions shall be constructed per FDOT Index 304 at the locations shown on the Drawings. The curb ramps shall be in accordance with the plans, details, and specifications.

- B. The paver brick color selection shall be "brick red" as indicated on the plans and as approved by the City during the shop drawing process.
- C. The Contract Unit Price shall also include adjustment of existing paver bricks to proposed grades including provision of additional sand or adjustments to the subgrade in order to match proposed back of curb elevations or in order to relocate curb ramps, and any subbase or concrete testing.
- D. Refer to "DETECTABLE WARNING RAMP IN PAVER SIDEWALK TYPICAL DETAIL" on sheet C-28.

# 3.24 SWALE GRADING AND SODDING – Bid Item No. 26

- A. Payment for this item shall be made on a Square Yard (SY) basis. The Contractor's unit price shall include full compensation for all swale grading and sodding within the road right of way as indicated on the plans.
- B. The Contractor's unit price shall constitute full compensation for all labor, materials, and equipment required for excavation, grading, hauling, placing, compacting, and dressing of the surface of the swales in preparation for sodding, placement, and maintenance of the Bahia sod or St. Augustine sod.

# 3.25 PEDESTRIAN SIGNAL, LED, COUNTDOWN, 1 DIRECTION "Complete" – Bid Item No. 27

- A. Payment shall be made on a unit price per each (EA) pedestrian signal installed and accepted by the City. Payment shall include the design and installation of a complete and operable system, including the furnishing of all labor, equipment, material and supervision necessary to construct the signals. Contractor will be responsible for installing a complete and operational system including but not limited to control wire, connection to existing controllers, modifying existing pedestrian signals, pedestals, foundations, transformer bases, signs, connection to existing poles, modifying existing control boxes, traffic loops, pull boxes, etc. and signal testing.
- B. A professional Signal Contractor with proper licenses will be required to do the work.
- C. Signal materials and design specifications shall be in accordance with the local and/or state agencies. Refer to the FDOT Standard Specifications for Road and Bridge Construction for Traffic Control and Signal Devices. See *Appendix B*

# 3.26 SIGNING AND PAVEMENT MARKINGS – Bid Item No. 28

- A. The Lump Sum (LS) bid price shall include all labor, material, and equipment required for all thermoplastic pavement markings, pedestrian and traffic control signs, and symbols and reflective markers that are to be replaced in areas of roadway resurfacing. This includes all stop conditions. All pavement marking shall be thermoplastic. The lump sum price shall include all materials, equipment, preparation, and other miscellaneous work required to complete the work in accordance with Florida Department of Transportation Section 711, the MUTCD, Palm Beach County requirements and City of Delray Beach specification.
- B. The unit price includes all temporary (traffic paint) pavement markings required until the permanent thermoplastic pavement markings are installed.
- C. This pay item shall also include removal, storage and replacement of all existing signs to be relocated outside of the clear zone.

# 3.27 PAVER CROSS-WALK @ INTERSECTIONS - Bid Item Nos. 29.1 & 29.2

- A. Payment for installing new paver brick crosswalks where indicated on the plans shall be made at the Contractor's unit price per Square Foot (SF) of crosswalk installed and accepted. The Contract Unit Price shall include compensation for labor, material, equipment and <u>testing</u> required to furnish and install the new paver brick surface course, including 6 inches 3,000 psi Portland cement concrete base and sand leveling courses, in accordance with the plans and specifications
- B. Paver brick color, laying pattern and manufacturer selection shall be as specified on the plans and as approved by the City during the shop drawing process.
- C. Refer to "PAVERBRICK CROSSWALK DETAIL" on sheet C-29.

# 3.28 3" MILLING - Bid Item No. 30.1

A. Payment for 3-inch milling, where indicated on the plans shall be made at the Contractor's unit price per Square Yard (SY) for 3-inch milling and shall include all labor, material, and equipment required to mill 3-inch of existing asphalt as shown on the plan view and detail drawings. The unit price shall include compensation for multiple mobilizations, labor, materials, and equipment required to mill existing pavement and any other work required to complete the work.

### 3.29 ASPHALT RUBBER MEMBRANE INTERLAYER (ARMI) INCLUDES No. 6 AGGREGATE - Bid Item No. 30.2

- A. Payment for installing ARMI layer where indicated on the plans shall be made at the Contractor's unit price per Square Yard (SY) of ARMI installed and accepted. The Contract Unit Price shall include compensation for labor, material, equipment and <u>testing</u> required to furnish and install the ARMI Layer in accordance with the plans and FDOT Specification 341.
- B. Payment shall also include clean No. 6 aggregate in accordance with the FDOT Flexible Pavement Design Manual. See *Appendix D*

# SECTION 01041 PROJECT COORDINATION

### PART 1 - GENERAL

### 1.01 REQUIREMENTS INCLUDED

- A. Engineer will coordinate the work between Prime Contractors as required.
- B. [The] [Each Prime] Contractor shall:
  - 1. Coordinate work of his [own] employees and subcontractors.
  - 2. Expedite his work to assure compliance with schedules.
  - 3. [Coordinate his work with that of other Prime Contractors and work by Owner.]
  - 4. Comply with orders and instructions of Engineer.

### 1.02 <u>RELATED REQUIREMENTS</u>

- A. Section 01152: Applications for Payment.
- B. Section 01200: Project Meetings.
- C. Section 01340: Shop Drawings, Product Data and Samples.
- D. Section 01700: Contract Closeout.

### 1.03 CONSTRUCTION ORGANIZATION AND START-UP

- A. Engineer shall establish on-site lines of authority and communications:
  - 1. Schedule and conduct pre-construction meeting and progress meetings as specified in Section.
  - 2. Establish procedures for [intra-project communications]:
    - a. Submittals
    - b. Reports and records
    - c. Recommendations
    - d. Coordination of drawings
    - e. Schedules
    - f. Resolution of conflicts
  - 3. Interpret Contract Documents:
    - a. Transmit written interpretations to [Prime] Contractors, and to other concerned parties.
  - 4. Assist in obtaining permits and approvals:

- a. Verify that contractor[s] and subcontractors have obtained inspections for Work and for temporary facilities.
- 5. Control the use of Site:
  - a. Allocate space for [each Prime] Contractor's use for field offices, sheds, and work and storage areas.
- 6. Inspection and Testing:
  - a. Inspect work to assure performance in accord with requirements of Contract Documents.
  - b. Administer special testing and inspections of suspect Work.
  - c. Reject Work which does not comply withrequirements of Contract Documents.

### 1.04 <u>CONTRACTOR'S DUTIES</u>

- A. Construction Schedules:
  - 1. Prepare a detailed schedule of basic operations.
  - 2. Monitor schedules as work progresses:
    - a. Identify potential variances between scheduled and probable completion dates or each phase.
    - b. Recommend to Owner adjustments in schedule to meet required completion dates.
    - c. Document changes in schedule; submit to Owner, Engineer and to involved subcontractors.
  - 3. Observe work of each subcontractor to monitor compliance with schedule.
    - a. Verify that labor and equipment are adequate for the work and the schedule.
    - b. Verify that product procurement schedules are adequate.
    - c. Verify that product deliveries are adequate to maintain schedule.
    - d. Report noncompliance to Engineer, with recommendation for changes.
- B. Process Shop Drawings, Product Data and Samples:
  - 1. Prior to submittal to Engineer, review for compliance with Contract Documents:
    - a. Field dimensions and clearance dimensions.
    - b. Relation to available space.
    - c. Effect of any changes on the work of any subcontractor.
- C. Prepare Coordination Drawings as required to resolve conflicts and to assure coordination of the work of, or affected by, mechanical and electrical trades, or by special equipment requirements.
  - 1. Submit to Engineer.

- 2. Reproduce and distribute copies to concerned parties after Engineer review.
- D. Maintain Reports and Records at Job Site, available to Engineer and Owner.
  - 1. Daily log of progress of work.
  - 2. Records
    - a. Contracts
    - b. Purchase orders
    - c. Materials and equipment records
    - d. Applicable handbooks, codes and standards
  - 3. Maintain file of record documents

### 1.05 <u>CONTRACTOR'S CLOSE-OUT DUTIES</u>

- A. At completion of Work, conduct an inspection to assure that:
  - 1. Specified cleaning has been accomplished.
  - 2. Temporary facilities have been removed from site.
- B. Substantial Completion:
  - 1. Conduct an inspection to develop a list of Work to be completed or corrected.
  - 2. Assist Engineer in inspection.
  - 3. Supervise correction and completion of work of subcontractors.

### 1.06 ENGINEER'S CLOSE-OUT DUTIES

- A. Final Completion:
  - 1. When [each] Contractor determines that Work is finally complete, conduct an inspection to verify completion of Work.
- B. Administration of Contract closeout:
  - 1. Receive and review contractor's final submittals.
  - 2. Transmit to Owner with recommendations for action.

# **PART 2 - PRODUCTS**

Not used.

# **PART 3 - EXECUTION**

Not used.

# SECTION 01045 CUTTING AND PATCHING

### PART 1- GENERAL

### 1.01 REQUIREMENTS INCLUDED

- A. Contractor shall be responsible for all cutting, fitting and patching, including related excavation and backfill, required to complete the Work or to:
  - 1. Make its several parts fit together properly.
  - 2. Uncover portions of the Work to provide for installation of ill-timed work.
  - 3. Remove and replace defective work.
  - 4. Remove and replace work not conforming to requirement of Contract Documents.
  - 5. Remove samples of installed work as specified for testing.
  - 6. Provide routine penetrations of non-structural surfaces for installation of piping and electrical conduit.

### 1.02 <u>RELATED REQUIREMENTS</u>

- A. Section 01010: Summary of Work.
- B. Section 01630: Substitutions and Product Options.

### 1.03 <u>SUBMITTALS</u>

- A. Submit a written request to Engineer well in advance of executing and cutting or alteration which affects:
  - 1. Work of the Owner or any separate contractor.
  - 2. Structural value or integrity of any element of the project.
  - 3. Integrity or effectiveness of weather-exposed or moisture-resistant element or systems.
  - 4. Efficiency, operational life, maintenance or safety of operational elements.
  - 5. Visual qualities of sight-exposed elements.
- B. Request shall include:
  - 1. Identification of the Project.
  - 2. Description of affected work.
  - 3. The necessity for cutting, alteration or excavation.

- 4. Effect on work of Owner or any separate contractor, or on structural or weatherproof integrity of Project.
- 5. Description of proposed work:
  - a. Scope of cutting, patching, alteration, or excavation.
  - b. Trades who will execute the work.
  - c. Products proposed to be used.
  - d. Extent of refinishing to be done.
- 6. Alternative to cutting and patching.
- 7. Cost proposal, when applicable.
- 8. Written permission of any separate contractor whose work will be affected.
- C. Should conditions of Work or the schedule indicate a change of products from original installation, contractor shall submit request for substitution as specified in Section 01630 Substitutions and Product Options.
- D. Submit written notice to Engineer designating the date and the time the Work will be uncovered.

### PART 2 - PRODUCTS

### 2.01 <u>MATERIALS</u>

A. Comply with specifications and standards for each specific product involved.

### PART 3 - EXECUTION

### 3.01 **INSPECTION**

- A. Inspect existing conditions of Project, including elements subject to damage or to movement during cutting and patching.
- B. After uncovering work, inspect conditions affecting installation of Products, or performance of work.
- C. Report unsatisfactory or questionable conditions to Engineer in writing; do not proceed with work until Engineer has provided further instructions.

### 3.02 <u>PREPARATION</u>

- A. Provide adequate temporary support as necessary to assure structural value or integrity of affected portion of work.
- B. Provide devices and methods to protect other portions of Project from damage.

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C. Provide protection from elements for that portion of the Project which may be exposed by cutting and patching work, and maintain excavations free from water.

### 3.03 <u>PERFORMANCE</u>

- A. Execute cutting and demolition by methods which will prevent damage to other work, and will provide proper surfaces to receive installation of repairs.
- B. Execute excavating and backfilling by methods which will prevent settlement or damage to other work.
- C. Employ original Installer or Fabricator to perform cutting and patching for:
  - 1. Weather-exposed or moisture-resistant elements.
  - 2. Sight-exposed finished surfaces.
- D. Execute fittings and adjustment of products to provide a finished installation to comply with specified products, functions, tolerances and finishes.
- E. Restore work which has been cut or removed; install new products to provide completed work in accord with requirements of Contract documents.
- F. Fit work airtight to pipes, sleeves, ducts, conduit or other penetrations through surfaces.
- G. Refinish entire surfaces as necessary to provide an even finish to match adjacent finishes;
  - 1. For continuous surfaces, refinish to nearest intersection.
  - 2. For an assembly, refinish entire unit.

# SECTION 01050 FIELD ENGINEERING

### PART 1 - GENERAL

### 1.01 REQUIREMENTS INCLUDED

- A. Provide and pay for field engineering services required for Project.
  - 1. Survey work required in execution of Project.
  - 2. Civil, structural or other professional engineering services specified, or required to execute Contractor's construction methods.
- B. Owner's Representative will identify existing control points indicated on the Drawings, as required.

### 1.02 RELATED REQUIREMENTS

- A. Conditions of the Contract.
- B. Section 01010: Summary of Work.
- C. Section 01700: Contract Closeout.

### 1.03 **QUALIFICATIONS OF SURVEYOR OR ENGINEER**

A. Qualified engineer or land surveyor, registered in the State of Florida.

### 1.04 SURVEY REFERENCE POINTS

- A. Existing basic horizontal and vertical control points for the Project are those designated on Drawings.
- B. Locate and protect control points prior to starting site work, and preserve all permanent reference points during construction.
  - 1. Make no changes or relocations without prior written notice to Engineer.
  - 2. Report to Engineer when any reference point is lost or destroyed, or requires relocation because of necessary changes in grades or locations.
  - 3. Require surveyor to replace project control points which may be lost or destroyed.
    - a. Establish replacements based on original survey control.

### 1.05 PROJECT SURVEY REQUIREMENTS

- A. Establish lines and levels, locate and lay out, by instrumentation and similar appropriate means:
  - 1. Site improvements
    - a. Stakes for grading, fill and topsoil placement.
    - b. Utility slopes and invert elevations.
  - 2. Batter boards for structures.
  - 3. Building foundation, column locations and floor levels.
  - 4. Controlling lines and levels required for mechanical and electrical trades.
- B. From time to time, verify layouts by same methods.
- C. Locate and mark all known underground utilities prior to entrance of any equipment on the site. All such utilities shall be protected from heavy traffic. Establish and maintain barricades around all manholes, drains, and similar underground items. Immediately notify the owner of any conflict between operations and any in ground item to remain.

### 1.06 <u>RECORDS</u>

A. Maintain a complete, accurate log of all control and survey work as it progresses.

### 1.07 <u>SUBMITTALS</u>

- A. Submit name and address of registered surveyor and Professional Engineer to Engineer.
- B. On request of Engineer, submit documentation to verify accuracy of field engineering work.
- C. Submit certificate signed by registered engineer or surveyor certifying that elevations and locations of improvements are in conformance, or non-conformance, with Contract Documents.

# PART 2 - PRODUCTS

Not used.

**PART 3 - EXECUTION** 

Not used.

# SECTION 01090 REFERENCE STANDARDS

### PART 1 - GENERAL

#### 1.01 <u>REQUIREMENTS INCLUDED</u>

Abbreviation and acronyms used in Contract Documents to identify reference standards.

### 1.02 QUALITY ASSURANCE

- A. Application: When a standard is specified by reference, comply with requirements and recommendations stated in that standard, except when requirements are modified by the Contract Documents, or applicable codes establish stricter standards.
- B. Publication Date: The publication in effect on the date of issue of Contract Documents, except when a specific publication date is specified.

### 1.03 ABBREVIATIONS, NAMES, AND ADDRESSES OR ORGANIZATIONS

A. Obtain copies of referenced standards direct from publication source, when needed for proper performance of Work, or when required for submittal by Contract Documents.

AA	Aluminum Association 818 Connecticut Avenue, N.W. Washington, DC 20006
AABC	Associated Air Balance Council 1000 Vermont Avenue, N.W. Washington, DC 20005
AASHTO	American Association of State Highway & Transportation Officials 444 North Capitol Street, N.W. Washington, DC 20001
ACI	American Concrete Institute Box 19150 Redford Station Detroit, MI 48219

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ADC	Air Diffusion Council 435 North Michigan Avenue Chicago, IL 60611
AI	Asphalt Institute Asphalt Institute Building College Park, MD 20740
AISC	American Institute of Steel Construction 1221 Avenue of the Americas New York, NY 10020
AISI	American Iron and Steel Institute 1000 16th Street, N.W. Washington, DC 20036
AMCAAir Mo	ovement and Control Association 30 West University Drive Arlington Heights, Il 60004
ANSI	American National Standards Institute 1430 Broadway New York, NY 10018
ARI	Air-Conditioning and Refrigeration Institute 1815 North Fort Myer Drive Arlington, VA 22209
ASHRAE	American Society of Heating, Refrigerating & Conditioning Engineers 345 East 47th Street New York, NY 10017
ASME	American Society of Mechanical Engineers 345 East 47th Street New York, NY 10017
ASPA	American Sod Producers Association Association Building Ninth and Minesota Hastings, NE 68901

ASTM	American Society of Testing & Materials 1916 Race Street Philadelphia, PA 19103
AWWA	American Water Works Assocation 6666 W. Quincy Avenue Denver, CO 80235
AWI	Architectural Woodwork Institute 2310 South Walter Reed Drive Arlington, VA 22206
AWPA	American Wood-Preserver's Association 7735 Old Georgetown Road Bethesda, MD 20014
AWS	American Welding Society 2501 NW 7th Street Miami, FL 33125
CDA	Cooper Development Association 57th Floor, Chrysler Building 405 Lexington Avenue New York, NY 10017
CLFMIChain	Link Fence Manufacturers Institute 1101 Connecticut Avenue Washington, DC 20036
CRSI	Concrete Reinforcing Steel Institute 180 North LaSalle Street, Suite 2110 Chicago, IL 60601
MF	Factory Mutual System 1151 Boston Providence Turnpike Norwood, MA 02062
FS	Federal Specification General Services Administration Specifications and Consumer Information Distribution Section (WFSIS) Washington Navy Yard, Bldg. 197 Washington, DC 20407

GA Gypsum Association 01090-3

1603 Orrington Avenue Evanston, IL 60201 MIL Military Specification Naval Publications and Forms Center 5801 Tabor Avenue Philadelphia, PA 19120 **MLSFA** Metal Lath/Steel Framing Association 221 North LaSalle Street Chicago, IL 60601 NAAMM National Association of Architectural Metal Manufacturers 221 North LaSalle Street Chicago, IL 60601 NEBB National Environmental Balancing Bureau 8224 Old Courthouse Road Vienna, VA 22180 NEMA National Electrical Manufacturer's Association 2101 L Street, N.W. Washington, DC 20037 National Fire Protection Association NFPA 470 Atlantic Avenu Boston, MA 02210 NFPA National Forest Products Association 1619 Massachusetts Avenue, N.W. Washington, DC 20036 National Terrazzo and Mosaic Association NTMA 3166 Des Plains Avenue Des Plains, Il 60018 PCA Portland Cement Association 5420 Old Orchard Road Skokie, IL 20076 PCI Prestressed Concrete Institute 20 North Wacker Drive Chicago, IL 60606 PS Product Standard U.S. Department of Commerce

	Washington, DC 20203
RCSHSB	Red Cedar Shingle & Handsplit Shake Bureau 515 116th Avenue Bellevue, WA 98004
SDI	Steel Deck Institute Box 3812 St. Louis, MO 63122
SDI	Steel Door Institute 712 Lakewood Center North Cleveland, OH 44107
SIGMA	Sealed Insulating Glass Manufacturers Association 111 East Wacker Drive Chicago, IL 60601
SJI	Steel Joist Institute 1703 Parham Road, Suite 204 Richmond, VA 23229
SMACNA	Sheet Metal and Air Conditioning Contractors' National Association 8224 Old Court House Road Vienna, VA 22180
TAS	Technical Aid Series Construction Specifications Institute 1150 Seventeenth Street, N.W. Washington, DC 20036
TCA	Tile Council of America, Inc. Box 326 Princeton, NJ 08540
UL	Underwriter's Laboratories, Inc. 333 Pfingston Road Northbrook, Il 60062

# PART 2 - PRODUCTS

Not used.

# **PART 3 - EXECUTION**

Not used.

# SECTION 01152 APPLICATION FOR PAYMENT

### PART 1 - GENERAL

### 1.01 REQUIREMENTS INCLUDED

A. Submit Applications for Payment to Engineer in accordance with the schedule established by Conditions of the Contract and herein.

### 1.02 <u>RELATED REQUIREMENTS</u>

- A. Agreement Between Owner and Contractor: Lump Sum and Unit Price.
- B. Conditions of the Contract: Progress Payments, Retainage and Final Payment.
- C. Section 01020: Allowances.
- D. Section 01153: Change Order Procedures.
- E. Section 01370: Schedule of Values.
- F. Section 01700: Contract Closeout.

### 1.03 FORMAT AND DATA REQUIRED

- A. Submit applications in the form required by Owner, in accordance with the example which will be provided by the Engineer, with itemized data typed on 8-1/2 inch x 11 inch white paper continuation sheets.
- B. Provide itemized data on continuation sheet:
  - 1. Format, schedules, line items and values: Those of the Schedule of Values accepted by Engineer.

### 1.04 PREPARATION OF APPLICATION FOR EACH PROGRESS PAYMENT

- A. Application Form:
  - 1. Fill in required information, including that for Change Orders executed prior to date of submittal of application.
  - 2. Fill in summary of dollar values to agree with respective totals indicated on continuation sheets.
  - 3. Execute certification with signature of a responsible officer of Contract firm.

- B. Continuation Sheets:
  - 1. Fill in total list of all scheduled component items of Work, with item number and scheduled dollar value for each item.
  - 2. Fill in dollar value in each column for each scheduled line item when work has been preformed or products stored.
    - a. Round off values to nearest dollar, or as specified for Schedule of Values.
  - 3. List each Change Order executed prior to date of submission at the end of the continuation sheets.
    - a. List by Change Order Number, and description, as for an original component item of work.

# 1.05 <u>SUBSTANTIATING DATA FOR PROGRESS PAYMENTS</u>

- A. When the Owner or the Engineer requires substantiating data, Contractor shall submit suitable information, with a cover letter identifying:
  - 1. Project
  - 2. Application number and date.
  - 3. Detailed list of enclosures.
  - 4. For stored products:
    - a. Item number and identification as shown on application.
    - b. Description of specific material.
- B. Submit one copy of data and cover letter for each copy of application.

# 1.06 PREPARATION OF APPLICATION FOR FINAL PAYMENT

- A. Fill in Application form as specified for progress payments.
- B. Use continuation sheet for presenting the final statement of accounting as specified in Section 01700 Contract Closeout.

# 1.07 <u>SUBMITTAL PROCEDURE</u>

- A. Submit Applications for Payment to Engineer at the times stipulated.
- B. Number: [4] copies of Application.
- C. When Engineer finds Application properly completed and correct, he will transmit certificate for payment to Owner, with copy to Contractor.

# PART 2 - PRODUCTS

Not used.

# **PART 3 - EXECUTION**

Not used.

# SECTION 01153 CHANGE ORDER PROCEDURES

# PART 1 - GENERAL

### 1.01 REQUIREMENTS INCLUDED

- A. Promptly implement change order procedures.
  - 1. Provide full written data required to evaluate changes.
  - 2. Maintain detailed records of work done on time and material/force account basis.
  - 3. Provide full documentation to Engineer on request.
- B. Designate in writing the member of Contractor's organization:
  - 1. Who is authorized to accept changes in the Work.
  - 2. Who is responsible for informing others in the Contractor's employ of the authorization of changes in the Work.
- C. Owner will designate in writing the person who is authorized to execute Change Orders.

# 1.02 <u>RELATED REQUIREMENTS</u>

- A. Agreement: The amounts of established unit prices.
- B. General conditions and Supplementary Conditions.
- C. Conditions of the Contract:
  - 1. Methods of determining cost or credit to Owner resulting from changes in Work made on a time and material basis.
  - 2. Contractor's claims for the additional cost.
- D. Section 01020: Allowances.
- E. Section 01152: Application for Payment.
- F. Section 01310: Construction Schedules.
- G. Section 01370: Schedule of Values.
- H. Section 01630: Substitutions and Product Options.

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I. Section 01700: Contract Closeout.

# 1.03 <u>DEFINITIONS</u>

- A. Change Order: See General Conditions and Supplementary Conditions.
- B. Construction Change Authorization: A written order to the Contractor, signed by Owner and Engineer, which amends the Contract Documents as described, and authorizes Contractor to proceed with a change which affects the Contract Sum or the Contract Time, for inclusion in a subsequent Change Order.
- C. Field Order: A written order, instructions, or interpretations, signed by Engineer making minor changes in the Work not involving a change in Contract Sum or Contract Time.

# 1.04 PRELIMINARY PROCEDURES

- A. Owner or Architect may initiate changes by submitting a Proposal Request to Contractor. Request will include:
  - 1. Detailed description of the Change, products, and location of the change in the Project.
  - 2. Supplementary or revised Drawings and Specifications.
  - 3. The projected time span for making the change, and a specific statement as to whether overtime work is, or is not, authorized.
  - 4. A specific period of time during which the requested price will be considered valid.
  - 5. Such request is for information only, and is not an instruction to execute the changes, nor to stop Work in progress.
- B. Contractor may initiate changes by submitting a written notice to Architect, containing:
  - 1. Description of the proposed changes.
  - 2. Statement of the reason for making the changes.
  - 3. Statement of the effect on the Contract Sum and the Contract Time.
  - 4. Statement of the effect on the work of separate contractors.
  - 5. Documentation supporting any change in Contract Sum or Contract Time, as appropriate.

# 1.05 <u>CONSTRUCTION-CHANGE AUTHORIZATION</u>

A. In lieu of Proposal Request, Engineer may issue a construction change authorization for Contractor to proceed with a change for subsequent inclusion in a Change Order.

- B. Authorization will describe changes in the Work, both additions and deletions, with attachments of revised Contract Documents to define details of the change, and will designate the method of determining any change in the Contract Sum and any change in Contract Time.
- C. Owner and Engineer will sign and date the Construction Change Authorization as authorization for the Contractor to proceed with the changes.
- D. Contractor shall sign and date the Construction Change Authorization to indicate agreement with the terms therein.

# 1.06 DOCUMENTATION OF PROPOSALS AND CLAIMS

- A. Support each quotation for a lump-sum proposal, and for each unit price which has not previously been established, with sufficient substantiating data to allow Engineer to evaluate the quotation.
- B. On request provide additional data to support time and cost computations:
  - 1. Labor required.
  - 2. Equipment required.
  - 3. Products required.
    - a. Recommended sources of purchase and unit cost.
    - b. Quantities required.
  - 4. Taxes, insurance and bonds.
  - 5. Credit for work deleted from Contract, similarly documented.
  - 6. Overhead and profit.
  - 7. Justification for any change in Contract Time.
- C. Support each claim for additional costs, and for work done on a time-andmaterial/force account basis, with documentation as required for a lump-sum proposal, plus additional information:
  - 1. Name of Owner's authorized agent who ordered the work, and date of the order.
  - 2. Dates and times work was performed, and by whom.
  - 3. Time record, summary of hours worked, and hourly rates paid.
  - 4. Receipts and invoices for:
    - a. Equipment used, listing dates and times of use.
    - b. Products used, listing of quantities.
    - c. Subcontractors.
- D. Document requests for substitutions for Products as specified in Section 01630.

# 1.07 PREPARATION OF CHANGE ORDERS

- A. Engineer will prepare each Change Order.
- B. Owner's Form, per example provided by the Engineer.
- C. Change Order will describe changes in the Work, both additions and deletions, with attachments of revised Contract Documents to define details of the change.
- D. Change Order will provide an accounting of the adjustment in the Contract Sum and in the Contact Time.

# 1.08 <u>LUMP-SUM/FIXED PRICE CHANGE ORDER</u>

- A. Content of Change Orders will be based on, either;
  - 1. Engineer's Proposal Request and Contractor's responsive Proposal as mutually agreed between Owner and Contractor.
  - 2. Contractor's Proposal for a change, as recommended by Engineer.
- B. Owner and Engineer will sign and date the Change Order as authorization for the Contractor to proceed with the changes.
- C. Contractor shall sign and date the Change Order to indicate agreement with the terms therein.

# 1.09 <u>UNIT PRICE CHANGE ORDER</u>

- A. Content of Change Orders will be based on, either:
  - 1. Engineer's definition of the scope of the required changes.
  - 2. Contractor's Proposal for a change, as recommended by Engineer.
  - 3. Survey of completed work.
- B. The amounts of the unit prices to be:
  - 1. Those stated in the Agreement.
  - 2. Those mutually agreed upon between Owner and Contractor.
- C. When quantities of each of the items affected by the Change Order can be determined prior to start of the work:
  - 1. Owner and Engineer will sign and date the Change Order as authorization for Contractor to proceed with the changes.
  - 2. Contractor shall sign and date the Change Order to indicate agreement with the terms herein.

- D. When quantities of the items cannot be determined prior to start of the work:
  - 1. Engineer or Owner will issue a construction change authorization directing Contractor to proceed with the change on the basis of unit prices, and will cite the applicable unit prices.
  - 2. At completion of the change, Engineer will determine the cost of such work based on the unit process and quantities used.
    - a. Contractor shall submit documentation to establish the number of units of each item and any claims for a change in Contract Time.
  - 3. Engineer will sign and date the Change Order to establish the change in Contract Sum and in Contract Time.
  - 4. Owner and Contractor will sign and date the Change Order to indicate their agreement with the terms therein.

# 1.10 <u>TIME AND MATERIAL/FORCE ACCOUNT CHANGE ORDER/ CONSTRUCTION</u> CHANGE AUTHORIZATION

- A. Engineer and Owner will issue a Construction Change Authorization directing Contractor to proceed with the changes.
- B. At completion of the change, Contractor shall submit itemized accounting and supporting data as provided in the Article "Documentation of Proposals and Claims" of this Section.
- C. Engineer will determine the allowable cost for such work, as provided in General Conditions and Supplementary Conditions.
- D. Engineer will sign and date the Change Order to establish the change in Contract Sum and in Contract Time.
- E. Owner and Contractor will sign and date the Change Order to indicate their agreement therewith.

# 1.11 CORRELATION WITH CONTRACTOR'S SUBMITTALS

- A. Periodically revise Schedule of Values and Request for Payment forms to record each change as a separate item of Work, and to record the adjusted Contract sum.
- B. Periodically revise the Construction Schedule to reflect each change in Contract Time.

- 1. Revise subschedules to show changes for other items of work affected by the changes.
- C. Upon completion of work under a Change Order, enter pertinent changes in Record Documents.

# **PART 2 - PRODUCTS**

Not used.

# **PART 3 - EXECUTION**

Not used.

# SECTION 01200 PROJECT MEETINGS

# PART 1 - GENERAL

### 1.01 REQUIREMENTS INCLUDED

- A. Owner shall schedule and administer preconstruction meeting, periodic progress meetings, and specially called meetings throughout progress of the Work.
  - 1. Prepare agenda for meetings.
  - 2. Distribute written notice of each meeting four days in advance of meeting date.
  - 3. Make physical arrangements for meetings.
  - 4. Preside at meetings.
  - 5. Record the minutes; include significant proceedings and decisions.
  - 6. Reproduce and distribute copies of minutes within three days after each meeting.
    - a. To participants in the meeting.
    - b. To parties affected by decisions made at the meeting.
- B. Representatives of contractors, subcontractors and suppliers attending meetings shall be qualified and authorized to act on behalf of the entity each represents.

# 1.02 <u>RELATED REQUIREMENTS</u>

- A. Instructions to Bidders: Pre-Bid Conferences.
- B. Section 01340: Shop Drawings, Product Data and Samples.
- C. Section 01700: Contract Closeout.
- D. Section 01730: Operating and Maintenance Data.

### 1.03 <u>PRE-CONSTRUCTION MEETING</u>

- A. Schedule within 20 days after effective date of the agreement.
- B. Location: A central site, convenient for all parties, designated by the Owner.
- C. Attendance:
  - 1. Owner's Representative.

- 2. Engineer and his professional consultants.
- 3. Resident Project Representative.
- 4. Contractor's Superintendent.
- 5. Major Subcontractors.
- 6. Others as Appropriate and approved by the Owner.
- D. Suggested Agendum:
  - 1. Distribution and discussion of:
    - a. List of major subcontractors and suppliers.
    - b. Projected Construction Schedules.
  - 2. Critical work sequencing.
  - 3. Major equipment deliveries and priorities.
  - 4. Project Coordination.
    - a. Designation of responsible personnel.
  - 5. Procedures and processing of:
    - a. Field decisions.
    - b. Proposal requests.
    - c. Submittals.
    - d. Change Orders.
    - e. Applications for Payment.
  - 6. Adequacy for distribution of Contract Documents.
  - 7. Procedures for maintaining Record Documents.
  - 8. Use of premises.
    - a. Office, work and storage areas.
    - b. Owner's requirements.
  - 9. Construction facilities, controls and construction aids.
  - 10. Temporary utilities.
  - 11. Safety and first-aid procedures.
  - 12. Security procedures.
  - 13. Housekeeping procedures.
  - 14. Miscellaneous.

### 1.04 PROGRESS MEETINGS

- A. Schedule regular periodic meetings, as required.
- B. Hold called meetings as required by progress of the Work.
- C. Location of the meetings: Project field office of the Contractor or other site directed by the Engineer.
- D. Attendance:
  - 1. Engineer, and his professional consultants as needed.
  - 2. Subcontractors as appropriate to the agenda.

- 3. Suppliers as appropriate to the agenda.
- 4. Others.
- E. Suggested Agenda:
  - 1. Review, approval of minutes of previous meeting.
  - 2. Review of Work progress since previous meeting.
  - 3. Field observations, problems, conflicts.
  - 4. Problems which impede Construction Schedule.
  - 5. Review of off-site fabrication, delivery schedules.
  - 6. Corrective measures and procedures to regain projected schedule.
  - 7. Revisions to Construction Schedule.
  - 8. Progress, schedule, during succeeding work period.
  - 9. Coordination of schedules.
  - 10. Review of submittal schedules; expedite as required.
  - 11. Maintenance of quality standards.
  - 12. Pending changes and substitutions.
  - 13. Review proposed changes for:
    - a. Effect on Construction Schedule and on completion date.
    - b. Effect on other contracts relating to the project.
  - 14. Review of record drawings.
  - 15. Other business.

# **PART 2 - PRODUCTS**

Not used.

# **PART 3 - EXECUTION**

Not used.

# SECTION 01310 CONSTRUCTION SCHEDULES

# PART 1 - GENERAL

### 1.01 <u>REQUIREMENTS INCLUDED</u>

- A. Promptly after award of the Contract, prepare and submit to Engineer estimated construction progress schedules for the Work, with subschedules of related activities which are essential to its progress.
- B. Submit revised progress schedules to maintain proposed schedule within 30 days of work in place.

### 1.02 RELATED REQUIREMENTS

- A. Conditions of the Contract.
- B. Section 01010: Summary of Work.
- C. Section 01020: Allowances.
- D. Section 01041: Project Coordination.
- E. Section 01200: Project Meetings.
- F. Section 01340: Shop Drawings.

### 1.03 FORM OF SCHEDULES

- A. Prepare schedules in the form of:
  - 1. Horizontal Bar Chart.
  - 2. Network Analysis System.
  - 3. Other Method Accepted by Owner.
- B. Format of Listings: The chronological order of the start of each item of work.

### 1.04 <u>CONTENT OF SCHEDULES</u>

- A. Construction Progress Schedule:
  - 1. Show the complete sequence of construction by activity.

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- 2. Show the dates for the beginning, and completion of each major element of construction. Specifically list:
  - a. Site clearing.
  - b. Site utilities.
  - c. Foundation work.
  - d. Structural framing.
  - e. Subcontractor work.
  - f. Equipment installations.
  - g. Delivery of O & M Manuals.
  - h. Finishings.
  - i. Start-up
- B. Submittals, Schedule for Shop Drawings, Product Data and Samples. Show:
  - 1. The dates for Contractor's Submittals.
  - 2. The dates revised submittals will be required from the Engineer.
- C. Provide subschedules to define critical portions of prime schedules.

### 1.05 PROGRESS REVISIONS

- A. Indicate progress of each activity to date of submission.
- B. Show changes occurring since previous submission of schedule:
  - 1. Major changes in scope.
  - 2. Activities modified since previous submission.
  - 3. Revised projections of progress and completion.
  - 4. Other identifiable changes.
- C. Provide a narrative report as needed to define:
  - 1. Problem areas, anticipated delays, and the impact on the schedule.
  - 2. Corrective action recommended, and its effect.
  - 3. The effect of changes on schedules of other prime contractors.

### 1.06 <u>SUBMISSIONS</u>

- A. Submit initial schedules within 10 days after the effective date of the Agreement.
  - 1. Engineer will review schedules and return review copy within 10 days after receipt.
  - 2. If required, resubmit within seven days after return of review copy.

- B. With each application for payment, submit progress schedule if revised since last payment request.
- C. Submit one reproducible transparency which will be returned to the Contractor, plus two copies which will be retained by the Engineer.

# 1.07 **DISTRIBUTION**

- A. Distribute copies of the reviewed schedules to:
  - 1. Job site file.
  - 2. Subcontractors.
  - 3. Other concerned parties.
- B. Instruct recipients to report promptly to the Contractor, in writing, any problems anticipated by the projections shown in the schedules.

# PART 2 - PRODUCTS

Not used.

# **PART 3 - EXECUTION**

Not used.

# SECTION 01340 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

# PART 1 - GENERAL

### 1.01 REQUIREMENTS INCLUDED

Submit Shop Drawings, Product Data and Samples required by Contract Documents.

### 1.02 RELATED REQUIREMENTS

- A. Definitions and Additional Responsibilities of Parties: Conditions of the Contract.
- B. Section 01700: Contract Closeout.

### 1.03 SHOP DRAWINGS

- A. Drawings shall be presented in a clear and Thorough manner.
  - 1. Details shall be identified by reference of sheet and detail or schedule.
- B. Minimum sheet size: 8<sup>1</sup>/<sub>2</sub> X 11 inches.

# 1.04 PRODUCT DATA

- A. Preparation
  - 1. Clearly mark each copy to identify pertinent products or models.
  - 2. Show performance characteristics and capacities.
  - 3. Show dimensions and clearances required.
  - 4. Show wiring or piping diagrams and controls.
- B. Manufacture's standard schematic drawings and diagrams:
  - 1. Modify drawings and diagrams by deleting information which is not applicable to the work.
  - 2. Supplement standard information to provide information specifically applicable to the work.

### 1.05 <u>CONTRACTOR RESPONSIBILITIES</u>

A. Review Shop Drawings, Product Data and Samples prior to submission.

- B. Determine and verify:
  - 1. Field measurements.
  - 2. Field construction criteria.
  - 3. Catalog numbers and similar data.
  - 4. Conformance with specifications.
- C. Coordinate each submittal with requirements of the Work and of the Contract Documents.
- D. Notify the Engineer in writing, at time of submission, of any deviations in the submittals from requirements of the contract Documents.
- E. Begin no fabrication or work which requires approved submittals until return of submittals by Engineer

# 1.06 SUBMISSION REQUIREMENTS

- A. Make submittals in such sequence as to cause no delay in the work.
- B. Number of submittals required:
  - 1. Shop Drawings and Product Data: Submit six (6) copies.
  - 2. Samples: Submit the quantity stated in each specification section.
- C. Submittals shall contain:
  - 1. The date of submission and the dates of any previous submissions.
  - 2. The Project title and number.
  - 3. Contract identification.
  - 4. The names of:
    - a. Contractor
    - b. Supplier
    - c. Manufacturer
  - 5. Identification of the product, with the specification section number.
  - 6. Field dimensions, clearly identified as such.
  - 7. Relation to adjacent or critical features of the work or materials.
  - 8. Applicable standards, such as ASTM or Federal specification numbers.
  - 9. Identifications of deviations from Contract Documents.
  - 10. Identification of revisions on resubmittals.
  - 11. An 8-inch X 3.5-inch blank space for Contractor and Engineer stamps.
  - 12. CONTRACTOR'S stamp intitialed or signed, certifying to review of submittal, verification of products, field measurements and field construction criteria and coordination of the information within the submittal with requirements of the Work and of Contract Documents.
- 1.07 <u>RESUBMISSION REQUIREMENTS</u>

- A. Make any corrections or changes in the submittals noted by the Engineer and resubmit unless otherwise noted.
- B. Shop Drawings and Product Data:
  - 1. Revise initial drawings or data, and resubmit as specified for the initial submittal.
  - 2. Indicate any changes which have been made other than those suggested by the Engineer.
- C. Samples: Submit new samples as required for initial submittal.

# 1.08 ENGINEER'S DUTIES

- A. Review submittals within 30 days or in accord with schedule.
- B. Affix stamp and initials or signature, and indicate status of submittal.
- C. Return submittals to Contractor for distribution, or resubmission.
- D. Review initial submittals and one resubmittal. Resubmittals that cannot be approved will be returned. Additional resubmittals will be reviewed by the Engineer, and costs for time and materials for reviewing resubmittals will be back charged by the Engineer to the Contractor.

# SECTION 01370 SCHEDULE OF VALUES

# PART 1 - GENERAL

### 1.01 REQUIREMENTS INCLUDED

- A. Submit to the Engineer a Schedule of Values allocated to the various portions of the Work, within ten days after award of contract.
- B. Upon the request of the Engineer, support the values with data which will substantiate their correctness.
- C. The Schedule of Values, unless objected to by the Engineer, shall be used only as the basis for the Contractor's Applications for Payment.
- D. Related Requirements in Other Parts of the Contract Documents.
  - 1. Agreement
  - 2. General Conditions
  - 3. Supplementary Conditions

# 1.02 <u>RELATED REQUIREMENTS</u>

- A. Section 01020: Allowances
- B. Section 01152: Application for Payment
- C. Section 01600: Material and Equipment.

### 1.03 FORM AND CONTENT OF SCHEDULE OF VALUES

- A. Type schedule on 8-1/2-inch X 11-inch white paper; Contractor's standard forms and automated printout will be considered for approval by Engineer upon Contractors request. Identify schedule with:
  - 1. Title of Project, location and (City, County, Owner) Project Number.
  - 2. Engineer and Engineer's Project number.
  - 3. Name and Address of Contractor.
  - 4. Date of Submission.
- B. Schedule shall list the installed value of the component parts of the Work, in sufficient detail to serve as a basis for computing values for progress payments during construction.

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- C. Follow the table of contents of these Specifications as the format for listing component items.
  - 1. Identify each line item with the number and title of the respective major section of the specifications.
- D. For each major line item list sub-values of:
  - 1. Major products or operations under the item.
  - 2. Contract conditions, such as: bonds, insurance premiums, job mobilization, construction facilities and temporary controls.
- E. For the various portions of the Work:
  - 1. Each item shall include a directly proportional amount of the Contractor's overhead and profit.
  - 2. For items on which progress payments will be requested for stored materials, break down the value into:
    - a. The cost of the materials, delivered and unloaded, with taxes paid.
    - b. The total installed value.
- F. The sum of all values listed in the schedule shall equal the total Contract Sum.

# 1.04 <u>SUBSCHEDULE OF UNIT MATERIAL VALUES</u>

- A. Submit a subschedule of unit costs and quantities for:
  - 1. Products specified under a unit cost allowance in Section 01020.
  - 2. Products on which progress payments will be requested for stored products.
- B. The form of submittal shall parallel that of the Schedule of Values, with each item identified the same as the line item it the Schedule of Values.
- C. The unit quantity for bulk materials shall include an allowance for normal waste.
- D. The unit values for the materials shall be broken down into:
  - 1. Cost of the material, delivered and unloaded at the site, with taxes paid.
  - 2. Installation costs, including Contractor's overhead and profit.
- E. The installed unit value multiplied by the quantity listed shall equal the cost of that item in the Schedule of Values.

# PART 2 - PRODUCTS

Not used.

# **PART 3 - EXECUTION**

Not used.

# SECTION 01380 CONSTRUCTION PHOTOGRAPHS

# PART 1 - GENERAL

### 1.01 REQUIREMENTS INCLUDED

A. Employ competent photographer to take construction record photographs periodically during course of the Work.

### 1.02 RELATED REQUIREMENTS

- A. Section 01010: Summary of Work
- B. Section 01020: Allowances.
- C. Section 01152: Application for Payment.
- D. Section 01700: Contract Closeout.

### 1.03 PHOTOGRAPHY REQUIRED

- A. Provide photographs taken on cutoff date for each scheduled Application for Payment.
- B. Views and Quantities Required:
  - 1. At each specified time, photograph Project from twelve to twenty different views, as approved by Engineer.
  - 2. Provide 8 x 10 inch prints of each view.
- C. Negatives:
  - 1. Submit to Engineer with prints.

### 1.04 COSTS OF PHOTOGRAPHY

- A. Pay costs for specified photography and prints.
- B. Parties requiring additional photography or prints will pay photographer directly.

# PART 2 - PRODUCTS

# 2.01 <u>PRINTS</u>

- A. Color:
  - 1. Paper; Single weight, neutral black image tone, white base.
  - 2. Finish: Smooth surface, glossy.
- B. Identify each print on back, listing:
  - 1. Name of Project.
  - 2. Orientation of view.
  - 3. Date and time or exposure.
  - 4. Name and address of photographer.
  - 5. Photographer's numbered identification of exposure.

# PART 3 - EXECUTION

- 3.01 <u>TECHNIQUE</u>
  - A. Factual presentation
  - B. Correct exposure and focus.
    - 1. High resolution and sharpness.
    - 2. Maximum depth-of-field.
    - 3. Minimum distortion.

### 3.02 <u>VIEWS REQUIRED</u>

- A. Photograph from locations to adequately illustrate condition of construction and state of progress.
  - 1. At successive periods of photography, take at least one photograph from the same overall view as previously.
  - 2. Consult with engineer at each period of photography for instructions concerning views required.

### 3.03 DELIVERY OF PRINTS

A. Deliver prints to Engineer to accompany each Application for Payment.

# SECTION 01410 TESTING LABORATORY SERVICES

# PART 1 - GENERAL

### 1.01 REQUIREMENTS INCLUDED

- A. The Owner will employ services of an Independent Testing Laboratory to perform specified testing.
  - 1. Contractor shall cooperate with laboratory to facilitate the execution of its required services.

### 1.02 <u>LIMITATIONS OF AUTHORITY OF TESTING LABORATORY</u>

- A. Laboratory is not authorized to:
  - 1. Release, revoke, alter or enlarge on requirements of Contract Documents.
  - 2. Approve or accept any portion of the Work.
  - 3. Perform any duties of the Contractor.

### 1.03 <u>CONTRACTOR'S RESPONSIBILITIES</u>

- A. Cooperate with laboratory personnel and/or Engineer, provide access to Work or manufacturer's operations.
- B. Secure and deliver to the laboratory adequate quantities of representational samples of materials proposed to be used and which require testing.
- C. Provide to the laboratory the preliminary design mix proposed to be used for concrete, and other material mixes which require control by the testing laboratory.
- D. Furnish copies of Products test reports as required.
- E. Furnish incidental labor and facilities:
  - 1. To provide access to Work to be tested.
  - 2. To obtain and handle samples at the Project site or at the source of the product to be tested.
  - 3. To facilitate inspections and tests.
  - 4. For storage and curing of test samples.
- F. Notify the Engineer sufficiently in advance of operations to allow for laboratory assignment of personnel and scheduling of tests:

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When tests or inspections cannot be performed after such notice, reimburse Owner for laboratory personnel and travel expenses incurred due to Contractor's negligence.

G. Make arrangements with the Engineer and the laboratory and pay for additional samples and tests required for Contractor's convenience.

# **PART 2 - PRODUCTS**

Not used.

# PART 3 - EXECUTION

# 3.01 <u>PAYMENT</u>

- A. Testing of materials and products will be performed by an independent testing laboratory appointed and paid for by the Owner. Testing will be performed so as to least encumber the performance of Work.
- B. The Owner will authorized the cost of one (1) series of tests only, on the area or item being evaluated. The Contractor shall pay for costs of additional testing as required due to improper performance of Work.
- C. When work of this contract or portions of work are completed, notify the Engineer so that arrangements can be made with the laboratory to perform or witness the tests. Do not proceed with additional portions of Work until results have been verified.

# SECTION 01500 CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

# PART 1 - GENERAL

### 1.01 REQUIREMENTS INCLUDED

A. Furnish, install and maintain temporary utilities required for construction, remove on completion of Work.

### 1.02 <u>RELATED REQUIREMENTS</u>

- A. Section 01010: Summary of Work.
- B. Section 01590: Field Offices an Sheds.

# 1.03 <u>REQUIREMENTS OF REGULATORY AGENCIES</u>

- A. Comply with National Electric Code.
- B. Comply with Federal, State and local codes and regulations and with utility company requirements.

# **PART 2 - PRODUCTS**

# 2.01 MATERIALS, GENERAL

A. Materials may be new or used, but must be adequate in capacity for the required usage, must not create unsafe conditions, and must not violate requirements of applicable codes and standards.

# 2.02 TEMPORARY ELECTRICITY AND LIGHTING

- A. Arrange with utility company, provide service required for power and lighting, and pay all costs for service and for power used.
- B. Install circuit and branch wiring, with area distribution boxes located so that power and lighting is available throughout the construction by the use of construction-type power cords.
- C. Provide adequate artificial lighting for all areas of work when natural light is not adequate for work, and for areas accessible to the public.

# 2.03 TEMPORARY HEAT AND VENTILATION

- A. Provide temporary heat and ventilation as required to maintain adequate environmental conditions to facilitate progress of the Work, to meet specified minimum conditions for the installation of materials, and to protect materials and finishes from damage due to temperature or humidity.
- B. Provide adequate forced ventilation of enclosed areas for curing of installed materials, to disperse humidity, and to prevent hazardous accumulations of dust, fumes, vapors or gases.
- C. Portable heaters shall be standard approved units complete with controls.
- D. Pay all costs of installation, maintenance, operation and removal, and for fuel consumed.

# 2.04 <u>TEMPORARY TELEPHONE SERVICE</u>

- A. Arrange with local telephone service company to provide direct line telephone service at the construction site. Service required:
  - 1. One direct line instrument in Field Office of Contractor.
  - 2. One direct line instrument in Field Office of Project Representative.
  - 3. Other instruments at the option of the contractor, or as required by regulations.
- B. Pay all costs for installation, maintenance and removal, and service charges for local calls. Toll charges shall be paid by the party who places the call.

# 2.05 <u>TEMPORARY WATER</u>

- A. Provide water for construction and potable purposes; pay all costs for installation, maintenance and removal.
- B. {Owner will provide all water for construction purposes for use by the Contractor at no expense.}
- C. Make conservative use of water. Any negligence or wastefulness will be reason for waiving the provisions for free water.
- D. All connections to hydrants to be made by Owner's personnel.
- E. [Water for construction and non-potable purposes may be obtained from wells developed on site by Contractor.]

- F. [Non-potable water for general construction purposes shall be clean, non-turbid, and non-saline; and acceptable to the Engineer.]
- G. Water utilization for concrete plaster and mortar shall meet the respective requirements and standards set forth for water utilized in these construction materials.
- H. The Owner will make water available at designated hydrants on the Owner's water system for use by the Contractor.

# 2.06 <u>TEMPORARY SANITARY FACILITIES</u>

- A. Provide sanitary facilities in compliance with laws and regulations.
- B. Service, clean and maintain facilities and enclosures.
- C. Existing plumbing facilities shall not be used by construction personnel.

# 2.07 TEMPORARY ACCESS ROAD AND PARKING

- A. Site Access Roads:
  - 1. Construct new temporary access roads over designated easements from public thorough- fare to site entrance.
- B. On-Site Roads and Parking Areas:
  - 1. Locate roads, drives, walks and parking facilities to provide uninterrupted access to construction offices, mobilization, work, storage areas, and other areas required for execution of the contract.
  - 2. Submit proposed location for Engineer's approval.
  - 3. Provide access for emergency vehicles.
    - a. Maintain driveways a minimum of 15 feet wide, between and around combustible materials in storage and mobilization areas.
  - 4. Maintain traffic areas free as possible of excavated materials, construction equipment, products and debris.
  - 5. Keep fire hydrants and water control valves free from obstruction and accessible for use.
  - 6. Provide traffic control devices as required by governing authorities along established public thoroughfares which will be used as haul routes to site access.

# 2.08 TEMPORARY CONTROLS

A. Noise Control:

Not used.

- B. Dust Control:
  - 1. Provide positive methods and apply dust control materials to minimize raising dust from construction operations, and provide positive means to prevent air-borne dust from dispersing into the atmosphere.
- C. Water Control:
  - 1. Provide methods to control surface water to prevent damage to the Project, the site, or adjoining properties.
    - a. Control fill, grading and ditching to direct surface drainage away from excavations, pits, tunnels and other construction areas; and to direct drainage to proper runoff.
  - 2. Provide, operate and maintain hydraulic equipment of adequate capacity to control surface water.
  - 3. Dispose of drainage water in a manner to prevent flooding, erosion, or other damage to any portion of the site or to adjoining areas.
- D. Pest Control:

Not used.

- E. Rodent Control:
  - 1. Provide rodent control as necessary to prevent infestation of construction or storage area.
    - a. Employ methods and use materials which will not adversely affect conditions at the site or on adjoining properties.
    - b. Should the use of rodenticides be considered necessary, submit an informational copy of the proposed program to Owner with a copy to Engineer. Clearly indicate:
      - (1) The area or areas to be treated.
      - (2) The rodenticides to be used, with a copy of the manufacturer's printed instructions.
      - (3) The pollution preventative measures to be employed.
  - 2. The use of any rodenticide shall be in full accordance with the manufacturer's printed instructions and recommendations.
- F. Debris Control:

- 1. Maintain all areas under Contractor's control free of extraneous debris.
- 2. Initiate and maintain a specific program to prevent accumulation of debris at construction site, storage and parking areas, or along access roads and haul routes.
  - a. Provide acceptable containers for deposit of debris.
  - b. Prohibit overloading of trucks to prevent spillages on access and haul routes.
    - (1) Provide periodic inspection of traffic areas to enforce require- ments.
- 3. Schedule periodic collection and disposal of debris.
  - a. Provide additional collections and disposals of debris whenever the periodic schedule is inadequate to prevent accumulation.
- G. Pollution Control:
  - 1. Provide methods, means and facilities required to prevent contamination of soil, water or atmosphere by the discharge of noxious substances from construction operations.
  - 2. Provide equipment and personnel, perform emergency measures required to contain any spillages, and to remove contaminated soils or liquids.
    - a. Excavate and dispose of any contaminated earth off-site, and replace with suit- able compacted fill and topsoil.
  - 3. Take special measure to prevent harmful substances from entering public waters.
    - a. Prevent disposal of wastes, effluents, chemicals, or other such substances adjacent to streams, or in sanitary or storm sewers.
  - 4. Provide systems for control of atmospheric pollutants.
    - a. Prevent toxic concentrations of chemicals.
    - b. Prevent harmful dispersal of pollutants; into the atmosphere.
- H. Erosion Control:
  - 1. Plan and execute construction and earth work by methods to control surface drainage from cuts and fills, and from borrow and waste disposal areas, to prevent erosion and sedimentation.
    - a. Hold the areas of bare soil exposed at one time to a minimum.
    - b. Provide temporary control measures such as berms, dikes and drains.
  - 2. Construct fills land waste areas by selective placement to eliminate surface silts or clays which will erode.
  - 3. Periodically inspect earthwork to detect any evidence of the start of erosion, apply corrective measures as required to control erosion.

# PART 3 - EXECUTION

3.01 <u>GENERAL</u>

- A. Comply with applicable requirements specified in Division 15 Mechanical, and in Division 16 Electrical.
- B. Maintain and operate systems to assure continuous service.
- C. Modify and extend systems as work progress requires.

# 3.02 <u>REMOVAL</u>

- A. Completely remove temporary materials and equipment when their use is no longer required.
- B. Clean and repair damage caused by temporary installations or use of temporary facilities.
- C. Restore permanent facilities used for temporary services to specified condition.
  - 1. Prior to final inspection, remove temporary lamps and install new lamps.

# SECTION 01530 BARRIERS

# PART 1 - GENERAL

### 1.01 <u>REQUIREMENTS INCLUDED</u>

A. Furnish, install and maintain suitable barriers as required to prevent public entry, and to protect the Work, existing facilities, trees and plants from construction operations; remove when no longer needed, or at completion of Work.

### 1.02 RELATED REQUIREMENTS

- A. Section 01010: Summary of Work.
- B. Section 01500: Construction Facilities and Temporary controls.

# PART 2 - PRODUCTS

### 2.01 MATERIALS, GENERAL

A. Materials may be new or used, suitable for the intended purpose, but must not violate requirements of applicable codes and standards.

# 2.02 FENCING

- A. Minimum fence height six feet.
- B. Open-Mesh Fence:
  - 1. No 11 gauge, two inch mesh, 72 inches high galvanized chain link fabric, with extension arms and three strands of galvanized barbed wire.
  - 2. Galvanized steel posts; 1-1/2 inch line posts and two inch corner posts.

# 2.03 <u>BARRIERS</u>

A. Materials are Contractor's option, as appropriate to serve required purpose.

# PART 3 - EXECUTION

# 3.01 <u>GENERAL</u>

- A. Install facilities of a neat and reasonably uniform appearance, structurally adequate for the required purposes.
- B. Maintain barriers during entire construction period.
- C. Relocate barriers as required by the progress of construction.

# 3.02 <u>FENCES</u>

- A. Provide and maintain fences necessary to assure security of the site during construction to keep unauthorized people and animals form the site when construction is not in progress.
- B. Gates shall have locks; and keys shall be furnished to the Owner.
- C. Provide additional security measures as deemed necessary and approved by the Engineer.

# 3.03 TREE AND PLANT PROTECTION

- A. Preserve and protect existing trees and plants at site which are designated to remain, and those adjacent to site.
- B. Consult with the Engineer, and remove agreed-on roots and branches which interfere with construction.
  - 1. Employ qualified tree surgeon to remove branches and treat cuts.
- C. Provide temporary barriers to a height of six feet, around each, or around each group, of trees and plants.
- D. Protect root zones of trees and plants:
  - 1. Do not allow vehicular traffic or parking.
  - 2. Do not store materials or products.
  - 3. Prevent dumping of refuse or chemically injurious materials or liquids.
  - 4. Prevent puddling or continuous running water.
- E. Carefully supervise excavating, grading and filling, and other construction operations, to prevent damage.

F. Replace, or suitably repair, trees and plants designated to remain which are damaged or destroyed due to construction operations.

# 3.04 <u>REMOVAL</u>

- A. Completely remove barricades, omit, when construction has progressed to the point that they are no longer needed and when approved by Engineer.
- B. Repair damage caused by construction. Fill and grade areas of the site to the required evaluations, and clean up the area.

# SECTION 01570 TRAFFIC CONTROL

# PART 1 - GENERAL

### 1.01 REQUIREMENTS INCLUDED

- A. Provide, operate and maintain equipment, services and personnel, with traffic control and protective devices, as required to expedite vehicular traffic flow around the construction area.
- B. Remove temporary equipment and facilities when no longer required, restore grounds to original, or to specified conditions.

### 1.02 <u>REFERENCES</u>

Traffic regulation shall be in accordance with F.D.O.T. Roadway and Traffic Design Standards Series 600, 1991 Edition, Manual on Uniform Traffic Control Devices, latest Ed., and FDOT Standard Specifications, latest Ed.

### 1.03 TRAFFIC CONTROL PLAN

- A. The Contractor is to prepare a traffic control plan and/or policy statement for each phase of construction. This plan is to be presented to the City Engineer at or before the pre-construction meeting.
- B. All proposed traffic control plans and policy statements shall be complete and in compliance with Section 1.02.

### 1.04 TRAFFIC SIGNALS AND SIGNS

- A. Provide and operate traffic control and directional signals required to direct and maintain an orderly flow of traffic in all areas under Contractor's control, or affected by Contractor's operations.
- B. Provide traffic control and direction signs, post mounted, at all areas required by Section 1.02.
- C. Traffic Signals Construction requiring traffic signal modification shall be reported to the City Engineer at least 72 hours prior to the commencement of such activities. All excavation work within 30 feet of any traffic signal shall be reported to the City Engineer at least 72 hours prior to its commencement.

D. All existing traffic signs shall remain visible throughout construction activities unless superseded by required construction signing.

# 1.05 <u>FLAGMEN</u>

Provide qualified and suitably equipped flagmen when construction operations encroach on traffic lanes, as required for regulation of traffic (See Section 1.02).

### 1.06 FLARES AND LIGHTS

- A. Provide lights as required by Section 1.02.
  - 1. To clearly delineate traffic lanes and to guide traffic as required in Section 1.02
  - 2. For use by flagmen in directing traffic.
- B. Provide illumination of critical traffic and parking areas as required in Section 1.02.

# 1.07 CONSTRUCTION PARKING CONTROL

- A. Control vehicular parking to preclude interference with public traffic or parking, access by emergency vehicles, Owner's operations, or construction operations.
- B. Monitor parking of construction personnel's private vehicles.
  - 1. Maintain free vehicular access to and through parking areas and driveways.
  - 2. Prohibit parking on or adjacent to access roads, or in non-designated areas.

### 1.08 CONSTRUCTION VEHICLES

- A. All slow moving construction vehicles shall have a slow moving sign visible from the rear of the vehicle.
- B. All vehicles used for construction activities shall have audible back-up warning devices.

### 1.09 <u>ROAD CLOSURES</u>

- A. No road shall be closed prior to receiving approval from the City Engineer.
- B. At least seven days prior to a proposed road closure, the contractor shall submit to the City Engineer a complete traffic control plan. This plan shall include the following minimum information:
  - 1. Sketch of work site and all area roads, streets and mark driveways.
  - 2. Proposed detour route.

- 3. All necessary traffic control devices to be used.
- 4. Emergency contractor contact person name and phone to be available 24 hours a day.
- 5. Estimated times/dates of road closure.
- C. The City Engineer shall have the authority to approve an emergency road closure.

# PART 2 - PRODUCTS

- A. All traffic control devices shall meet or exceed FDOT certification standards.
- B. All traffic signs shall have high intensity face material.

# **PART 3 - EXECUTION**

- A. Upon notification by the owner either verbally or in writing, the contractor shall correct any noted deficiencies within one hour.
- B. Inspection of all traffic control items shall be accomplished at least twice per day. One of these inspections shall be at the end of the work day or at night.

# SECTION 01580 PROJECT IDENTIFICATION AND SIGNS

# PART 1 - GENERAL

#### 1.01 REQUIREMENTS INCLUDED

- A. Furnish, install and maintain one project identification sign.
- B. Remove sign upon completion of construction.
- C. Allow no other signs to be displayed without approval of Engineer.

#### 1.02 PROJECT IDENTIFICATION SIGN

One painted sign of size, design, lettering, and construction as shown on page three of this section.

- 1. Locate as directed by Engineer.
- 2. Color as indicated.

# 1.03 QUALITY ASSURANCE

- A. Sign Painter: Professional Experience in type of work required.
- B. Finishes, Painting: Adequate to resist weathering and fading for scheduled construction period.

# PART 2 - PRODUCTS

#### 2.01 SIGN MATERIALS

- A. Structure and Framing: May be new or used, wood or metal, in sound condition structurally adequate to work and suitable for specified finish.
- B. Sign Surfaces: Exterior softwood plywood with medium density overlay, standard large sizes to minimize joints.
- C. Rough Hardware: Galvanized
- D. Paint: Exterior quality.
  - 1. Use Bulletin colors for graphics.

2. Colors for structure, framing, sign surfaces and graphics: As indicated.

# PART 3 - EXECUTION

#### 3.01 PROJECT IDENTIFICATION SIGN

- A. Paint exposed surfaces of supports, framing and surface material; one coat of primer and one coat of exterior paint.
- B. Paint graphics in styles, sizes and colors selected.
  - 1. Lettering shall be as noted.
  - 2. City Logo shall be yellow and blue.
  - 3. Background shall be white.

#### 3.02 SIGN LOCATION

Sign shall be located within the City right of way in an area approved by the Engineer.

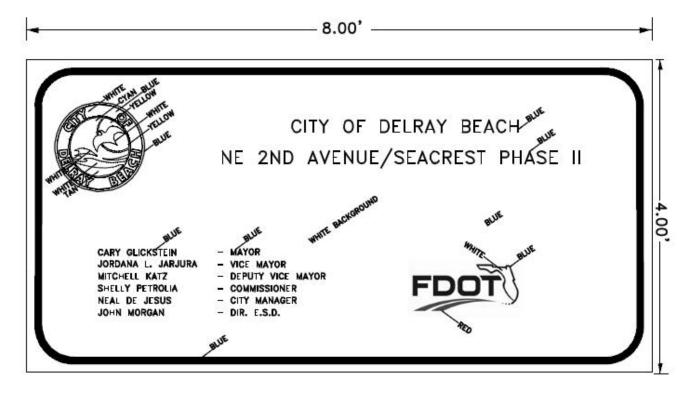
#### 3.03 <u>MAINTENANCE</u>

- A. Maintain sign and supports in a neat, clean condition; repair damages to structure, framing or sign.
- B. Relocate informational sign as required by progress of the work.

#### 3.04 <u>REMOVAL</u>

A. Remove sign, framing, supports and foundations at completion of project or at direction of Engineer.

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# PROJECT IDENTIFICATION SIGN 01580-3

# SECTION 01590 FIELD OFFICES AND SHEDS

# PART 1 - GENERAL

#### 1.01 REQUIREMENTS INCLUDED

- A. Furnish, install and maintain temporary field offices during entire construction period.
- B. Furnish, install and maintain storage and work sheds needed for construction.
- C. At completion of work, remove field offices, sheds and contents.

#### 1.02 RELATED REQUIREMENTS

- A. Section 01010: Summary of Work.
- B. Section 01500: Construction Facilities and Temporary Controls.

#### 1.03 OTHER REQUIREMENTS

A. Prior to installation of offices and sheds, consult with Engineer on location, access and related facilities.

#### 1.04 <u>REQUIREMENTS FOR FACILITIES</u>

- A. Construction:
  - 1. Structurally sound, weathertight, with floors raised above ground.
  - 2. Temperature transmission resistance: Compatible with occupancy and storage requirements.
  - 3. At Contractor's option, portable or mobile buildings may be used.
    - a. Mobile homes, when used, shall be modified for office use.
    - b. Do not use mobile homes for living quarters.
- B. Office for Engineer and Owner's Representative:
  - 1. A separate space for sole use of designated occupants, with secure entrance doors and one key per occupant.
  - 2. Area: 150 sq. ft. minimum, with minimum dimension eight feet.
  - 3. Windows:
    - a. Minimum: Three, with a minimum total area of 10 percent of floor area.

- b. Operable sash and insect screens.
- c. Locate to provide view of construction areas.
- 4. Furnishings:
  - a. One standard size desk with three drawers, one per occupant.
  - b. One drafting table: 39 in. X 72 in. and 36 in. high.
  - c. One metal, double-door storage cabinet.
  - d. One plan rack to hold a minimum of six racks of project drawings.
  - e. Standard four-drawer legal-size metal filing cabinet with locks and keys.
  - f. Six LF of bookshelves.
  - g. One swivel arm chair.
  - h. Two straight chairs.
  - i. One drafting table stool.
  - j. One waste basket per desk and table.
  - k. One tackboard, 36 in. X 30 in.
- 5. Services
  - a. Lighting: 50 foot-candles at desk top height.
  - b. Automatic heating and mechanical cooling equipment to maintain comfort conditions.
  - c. Minimum of four 110 volt duplex electric convenience outlets, at least one on each wall.
  - d. Electric distribution panel: Two circuits minimum, 110 volt, 60 hertz service.
  - e. Convenient access to drinking water and toilet facilities.
  - f. Telephone: One direct line instrument.

# C. Storage Sheds:

- 1. To requirements of various trades.
- 2. Dimensions: Adequate for storage and handling of products.
- 3. Ventilation: Comply with specified and code requirements for products stored.
- 4. Heating: Adequate to maintain temperatures specified in respective sections for the products stored.

# 1.05 <u>USE OF EXISTING FACILITIES</u>

A. Existing facilities at the site shall not be used for field offices or for storage.

# 1.06 <u>USE OF PERMANENT FACILITIES</u>

A. Permanent facilities shall not be used for field offices or for storage.

# **PART 2 - PRODUCTS**

# 2.01 MATERIALS, EQUIPMENT, FURNISHINGS

A. May be new or used, but must be serviceable, adequate for required purpose, and must not violate applicable codes or regulations.

# PART 3 - EXECUTION

# 3.01 <u>PREPARATION</u>

- A. Fill and grade sites for temporary structures to provide surface drainage.
  - 1. Dimensions: Adequate for storage and handling of products.

# 3.02 INSTALLATION

- A. Construct temporary field office and storage sheds on proper foundations, provide connections for utility services.
  - 1. Secure portable or mobile buildings when used.
  - 2. Provide steps and landings at entrance doors.
- B. Mount thermometer at convenient outside location, not in direct sunlight.

# 3.03 MAINTENANCE AND CLEANING

A. Provide periodic maintenance and cleaning for temporary structures, furnishings, equipment and services.

# 3.04 <u>REMOVAL</u>

- A. Remove temporary field offices, contents and services at a time no longer needed.
- B. Remove storage sheds when no longer needed.
- C. Remove foundations and debris; grade site to required elevations and clean the areas.

# END OF SECTION

# SECTION 01600 MATERIAL AND EQUIPMENT

# PART 1 - GENERAL

#### 1.01 <u>REQUIREMENTS INCLUDED</u>

- A. Products.
- B. Workmanship.
- C. Manufacturer's Instructions.
- D. Transportation and Handling.
- E. Storage and Protection
- F. Substitutions and Product Options.

#### 1.02 <u>RELATED REQUIREMENTS</u>

- A. Section 01010: Summary of Work.
- B. Section 01020: Allowances.
- C. Section 01090: Reference Standards.
- D. Section 01340: Shop Drawings, Product Data and Samples.
- E. Section 01630: Substitutions and Product Options.
- F. Section 01700: Contract Closeout.

# 1.03 <u>PRODUCTS</u>

- A. Products include material, equipment, and systems.
- B. Comply with Specifications and referenced standards as minimum requirements.
- C. Components required to be supplied in quantity within a Specification section shall be the same, and shall be interchangeable.

# 1.04 WORKMANSHIP

- A. Comply with industry standards except when more restrictive tolerances of specified requirements indicate more rigid standards or more precise workmanship.
- B. Perform work by persons qualified to produce workmanship for specified quality.
- C. Secure Products in place with positive anchorage devices designed and sized to withstand stresses, vibration, and racking.

# 1.05 MANUFACTURER'S INSTRUCTIONS

- A. When work is specified to comply with manufacturer's instructions, submit copies as specified in Section 01340, and distribute copies to persons involved, and maintain one set in field office.
- B. Perform work in accordance with details of instructions and specified requirements. Should a conflict exist between Specifications and instructions, consult with the Engineer.

#### 1.06 TRANSPORTATION AND HANDLING

- A. Provide equipment and personnel necessary to handle products, including those provided by Owner, by methods to prevent soiling or damage to products or packaging.
- B. Provide additional protection during handling as necessary to prevent scraping, marring or otherwise damaging products or surrounding surfaces.
- C. Handle products by methods to prevent bending or overstressing.
- D. Lift heavy components only at designated lifting points.

# 1.07 STORAGE AND PROTECTION

- A. Store Products in accordance with manufacturer's instructions, with seals and labels intact and legible. Store sensitive Products in weather-tight enclosures and maintain within temperature and humidity ranges required by manufacturer's instructions.
- B. For exterior storage of fabricated Products, place on supports above ground. Cover Products subject to deterioration with impervious sheet covering; and provide ventilation to avoid condensation.
- C. Store loose granular materials on solid surfaces in a well-drained area; prevent mixing with foreign matter.

- D. Arrange storage to provide access for inspection. Periodically inspect to assure Products are undamaged, and are maintained under required conditions.
- E. After installation, provide coverings to protect Products from damage from traffic and construction operations. Remove when no longer needed.
- F. During such periods of time that are designated by the United States Weather Bureau as being a hurricane warning or alert, construction materials or equipment shall be secured against displacement by wind forces.

# **PART 2 - PRODUCTS**

Not used.

# **PART 3 - EXECUTION**

Not used.

# SECTION 01630 SUBSTITUTIONS AND PRODUCT OPTIONS

# PART 1 - GENERAL

#### 1.01 REQUIREMENTS INCLUDED

Furnish and install Products specified, under options and conditions for substitutions stated in this Section.

#### 1.02 <u>RELATED REQUIREMENTS</u>

- A. Information for Bidders and General Conditions.
- B. Section 01020: Allowances.
- C. Section 01340: Shop Drawings.
- D. Section 01700: Contract Closeout.

#### 1.03 PRODUCTS LIST

- A. Within 30 days after award of Contract, submit to Engineer five copies of complete list of major Products which are proposed for installation.
- B. Tabulate Products by specification section number and title.
- C. For products specified only by reference standards, list for each such Product:
  - 1. Name and address of manufacturer.
  - 2. Trade Name.
  - 3. Model or catalog designation.
  - 4. Manufacturer's data:
    - a. Reference standards.
    - b. Performance test data.

#### 1.04 CONTRACTOR'S OPTIONS

- A. For Products specified only by reference standard, select product meeting that standard, by any manufacturer.
- B. For products specified by naming several products or manufacturers, select any one or those products and manufacturers names which complies with Specifications.

C. For products specified by naming only one or more products or manufacturers and stating "or equal", submit a request as for substitutions, for any product or manufacturer which is not specifically named.

# 1.05 <u>SUBSTITUTIONS</u>

A. Within a period of 30 days after award of Contract, Engineer will consider formal requests from the Contractor for substitution of products in place of those specified:

After the end of that period, the request will be considered only in case of product unavailability or other conditions beyond the control of the Contractor.

- B. Submit a separate request for each substitution. Support each request with:
  - 1. Complete data substantiating compliance of the proposed substitution with requirements stated in the Contract Documents:
    - a. Product identification, including manufacturer's name and address.
    - b. Manufacturer's literature; identify:
      - 1) Product description.
      - 2) Reference standards.
      - 3) Performance and test data.
    - c. Samples, as applicable.
    - d. Name and address of similar projects on which product has been used, and the date of each installation
  - 2. Itemized comparison of the proposed substitution with product specified; List significant variations.
  - 3. Data relating to changes in the construction schedule.
  - 4. Any effect of the substitution on separate contracts.
  - 5. List of changes required in other work or products.
  - 6. Accurate cost data comparing proposed substitution with product specified.
  - 7. Designation of required license fees or royalties.
  - 8. Designation of availability of maintenance services, and sources of replacement materials.
- C. Substitutions will not be considered for acceptance when:
  - 1. They are indicated or implied on Shop Drawings or product data submittals without a formal request from Contractor.
  - 2. They are requested directly by a subcontractor or supplier.
  - 3. No Data relating to changes in construction schedule.
  - 4. Any effect of substitution on separate contracts.
  - 5. List of changes required in other work or products.
  - 6. Accurate cost data comparing proposed substitution with product specified.
  - 7. Designation of required license fees or royalties.
  - 8. Designation of availability of maintenance services, sources of replacement materials.

- 9. Acceptance will require substantial revision of Contract Documents.
- D. Substitute products shall not be ordered or installed without written acceptance of Engineer.
- E. Engineer will determine the acceptability of proposed substitutions.

# 1.06 <u>CONTRACTOR'S REPRESENTATION</u>

- A. In making formal request for substitution Contractor represents that:
  - 1. He has investigated proposed product and has determined that it is equal to or superior in all respects to that specified.
  - 2. He will provide the same warranties or bonds for substitution as for product specified.
  - 3. He will coordinate installation of accepted substitution into the Work, and will make such changes as may be required for the Work to be complete in all respects.
  - 4. He waives claims for additional costs caused by substitution which may subsequently become apparent.
  - 5. Cost data is complete and includes related costs under his Contract, but not:
    - a. Costs under separate contracts.
    - b. Engineer's costs of redesign or revision of Contract Documents.

# 1.07 ENGINEER DUTIES

- A. Review Contractor's requests for substitutions with reasonable promptness.
- B. Notify Contractor, in writing, of decision to accept or reject requested substitution.

# PART 2 - PRODUCTS

Not used.

# **PART 3 - EXECUTION**

Not used.

# SECTION 01700 CONTRACT CLOSEOUT

# PART 1 - GENERAL

#### 1.01 REQUIREMENTS INCLUDED

- A. Substantial Completion
- B. Final inspection after completion
- C. Final cleaning
- D. Contractor's closeout submittals
- E. Final adjustment of accounts

#### 1.02 SUBSTANTIAL COMPLETION

- A. When CONTRACTOR considers work has reached substantial completion, he shall submit to the ENGINEER the following:
  - 1. Written notice that the work is substantially complete in accordance with Contract Documents.
  - 2. A list of items yet to be completed or corrected and explanations thereof.
- B. Within a reasonable time upon receipt of such notice, the ENGINEER will make an inspection, if necessary, to determine the status of completion.
- C. Should the ENGINEER determine that the work is not substantially complete:
  - 1. The ENGINEER will promptly notify the CONTRACTOR in writing, giving the reasons thereof.
  - 2. CONTRACTOR shall remedy the deficiencies in the work and send a second written notice of Substantial Completion to the ENGINEER.
  - 3. Upon receipt of the second notice, the ENGINEER will reinspect the Work.
- D. When the ENGINEER finds that the Work is substantially complete he will issue a Certificate of Substantial Completion with a tentative list of items to be completed or corrected before final inspection.

# 1.03 FINAL INSPECTION AFTER COMPLETION

- A. When CONTRACTOR considers the Work is complete with all minor deficiencies completed or corrected, he shall submit written certification that:
  - 1. Contract Document requirements have been met.
  - 2. Work has been inspected for compliance with Contract Documents.
  - 3. Work has been completed in accordance with Contract Documents.
  - 4. All minor deficiencies have been corrected or completed and the Work is ready for final inspection.
  - 5. Project record documents are complete and submitted.
- B. Within a reasonable time upon receipt of such certification, the ENGINEER will make an inspection to verify the status of completion.
- C. Should the ENGINEER determine that the work is incomplete or defective:
  - 1. The ENGINEER will promptly notify the CONTRACTOR in writing, listing the incomplete or defective work.
  - 2. CONTRACTOR shall remedy the deficiencies in the work and send a second written certification to the ENGINEER that the Work is complete.
  - 3. Upon receipt of the second certification, the ENGINEER will reinspect the Work.
- D. When the ENGINEER determines that the work is acceptable, under the Contract Documents, he shall request the CONTRACTOR to make closeout submittals.

#### 1.04 FINAL CLEANING

- A. Execute prior to final inspection.
- B. Clean site; sweep paved areas, rake clean other surfaces.
- C. Remove waste and surplus materials, rubbish, and construction facilities from the Project and from the site.

# 1.05 <u>CONTRACTOR'S CLOSEOUT SUBMITTALS</u>

- A. Project Record Documents
  - 1. At Contract closeout, submit documents with transmittal letter containing date, Project title, CONTRACTOR'S name and address, list of documents, and signature of CONTRACTOR.
  - 2. Drawings; Legibly marked to record actual construction:

- a. Horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
- b. Drawings shall be signed and sealed by a surveyor registered in the State of Florida.
- 3. Specifications and Addenda; Legibly mark each Section to record.
- 4. Changes made by Field Order or by Change Order.
- B. Evidence of payment and Release of Liens.

# 1.06 FINAL ADJUSTMENT OF ACCOUNTS

- A. Submit a final statement of accounting to the Engineer.
- B. Statement shall reflect all adjustments to the Contract Sum.
  - 1. The original Contract sum.
  - 2. Additions and deductions resulting from:
    - a. Previous change orders or written amendment.
    - b. Allowances
    - c. Unit prices
    - d. Deductions for uncorrected work.
    - e. Penalties and bonuses
    - f. Deductions for liquidated damages
    - g. Other adjustments
  - 3. Total Contract Sum as adjusted
  - 4. Previous payments
  - 5. Sum remaining due

# **PART 2 - PRODUCTS**

Not used.

# **PART 3 - EXECUTION**

Not used.

END OF SECTION

# SECTION 01720 PROJECT RECORD DOCUMENTS

# PART 1 - GENERAL

#### 1.01 REQUIREMENTS INCLUDED

- A. Maintain at the site of the OWNER a record copy of:
  - 1. Drawings
  - 2. Specifications
  - 3. Addenda
  - 4. Change Orders and other modifications to the Contract.
  - 5. Approved Shop Drawings, Product Data and Samples.
  - 6. Field Test Records.

#### 1.02 <u>RELATED REQUIREMENTS</u>

- A. All applicable sections of the Specifications.
- B. Conditions of the Contract.

# 1.03 MAINTENANCE OF DOCUMENTS AND SAMPLES

- A. Store documents and samples in CONTRACTOR's field office apart from documents used for construction.
  - 1. Provide files and racks for storage of documents.
  - 2. Provide locked cabinet or secure storage space for storage of samples.
- B. File documents and samples in accordance with CSI format.
- C. Maintain documents in a clean, dry, legible condition and in good order. Do not use record documents for construction purposes.
- D. Make documents and samples available at all times for inspection by OWNER's Representative.

# 1.04 MARKING DEVICES

Provide felt tip marking pens for recording information in the color code designated by OWNER's Representative.

# 1.05 <u>RECORDING</u>

- A. Label each document, "PROJECT RECORD" in neat large printed letters, or by rubber stamp.
- B. Record information concurrently with construction progress. Do not conceal any work until required information is recorded.
- C. Drawings: Legibly mark to record actual construction (hard copy):
  - 1. Horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
  - 2. Location of internal utilities and appurtenances concealed in the construction, referenced to visible and accessible features of the structures.
  - 3. Field changes of dimension and detail.
  - 4. Changes made by Field Order or by Change Order.
  - 5. Details not on original Contract Drawings.
- D. Specifications and Addenda; legibly mark each Section to record:
  - 1. Manufacturer, trade name, catalog number, and supplier of each produce and item of equipment actually installed.
  - 2. Changes made by Field Order or by Change Order.

#### 1.06 AS-BUILT PLANS (RECORD DRAWINGS

- A. The CONTRACTOR shall maintain full size (24"x36") field drawings to reflect the "as-built" items of work as the work progresses. Upon completion of the work, the CONTRACTOR shall prepare a record set of "as-built" drawings on full-size, reproducible material and an electronic file in ACAD 2000 Format or Latest Version. One set of full size design drawings on reproducible material will be furnished to the CONTRACTOR by the design ENGINEER at the current square foot price. An electronic file of the design drawings on a compact disk will be furnished to the CONTRACTOR by the design ENGINEER at no additional cost. No additional payment will be made for those "as-built" drawings.
- B. The cost of maintaining record changes, and preparation of the Record Drawings shall be included in the unit prices bid for the affected items. Upon completion of the work the CONTRACTOR shall furnish the ENGINEER the reproducible "as-built" Drawings and the electronic files. The completed Record drawings shall be delivered to the Engineer at least 48 hours prior to final inspection of the work. The Final inspection will not be conducted unless the Record Drawings

# are in the possession of the ENGINEER.

C. The completed (or final) record drawings shall be certified by a Professional Land surveyor registered in the State of Florida. This certification shall consist of the surveyor's embossed seal bearing his registration number, the surveyor's signature

and date on each sheet of the drawing set. In addition, the key sheet, cover sheet or first sheet of the plans set shall list the business address and telephone number of the surveyor.

- D. Representative items of work that should be shown on the record drawings as verified, changed or added are shown below:
  - 1. <u>Plans:</u>
    - a. Structure types, location with grade of rim and flow-line elevations.
    - b. Sewer type, length, size and elevations.
    - c. Utility type, length, size and elevation in conflict structures.
    - d. All maintenance access structures, valves and hydrants within right-of way.
    - e. Spot (critical) elevations at plateaued intersections, P.C., P.T., midpoint of all intersections.
    - f. Sewer laterals shall be stationed between maintenance access structures.

- 2. <u>Pavement Marking and Signing Plans:</u> Sign location where installed if different from plans.
- 3. <u>Water and Sewer Plans</u>: Location (horizontal and vertical) of all pipe lines, structures, fittings, valves and appurtenances and water /sanitary sewer pipe crossings.
- E. The CONTRACTOR shall submit three sets of progress record drawings with each application for payment. These drawings shall accurately depict the work completed and for which payment is being requested.
- F. As-built drawings shall include the following criteria at a minimum.
  - 1. As-builts of water lines shall include the following information:
    - a. Top of pipe elevations and horizontal location every 100 lf.
    - b. Locations and elevations of all fittings including bends, tees, gate valves, double detector check valves, fire hydrant, etc.
    - c. All tie-ins to existing lines shall be as-built.
    - d. The ends of all water services at the buildings or homes shall be as-built or where the water service terminates.
  - 2. As-builts of all gravity sanitary sewer lines include the following information:
    - a. Rims, inverts and length of piping between structures as well as slopes.
    - b. The stub ends of all sewer laterals shall be located and if there are any cleanouts installed on the sewer laterals then the invert elevation of these cleanouts need to be obtained.
    - c. Lift station as-builts shall consist of top of wet well elevation, invert elevation of the incoming line, bottom of the wet well and as-builts of the compound area.
  - 3. Force main as-builts shall be prepared the same as the water line as-builts.
  - 4. As-builts of all drainage lines shall include the following information:
    - a. Rims, inverts and length of piping between structures and weir elevations if applicable.

- b. The size of the piping shall be verified by the survey crew at the time of as-built.
- 5. All rock as-builts for parking lot, roadways and swales areas shall consist of the following:
  - a. Rock elevations at all high and low points, and at enough intermediate point's to confirm slope consistency and every 50' for roadways.
  - b. Rock as-builts shall be taken at all locations where there is a finish grade elevation shown on the design plans.
  - c. All catch basin and manhole rim elevations shall be shown.
  - d. Elevations around island areas will also be required.
  - e. As-builts shall be taken on all paved and unpaved swales prior to placement of asphalt and/or topsoil/sod, at enough intermediate points to confirm slope consistency and conformance to the plan details.
- 6. Lake and canal bank as-builts shall include a key sheet of the lake for the location of cross sections. Lake and canal bank cross sections shall be plotted at a minimum of every 100 lf, unless otherwise specified. As builts shall consist of the location and elevation of the top of bank, edge of water and the deep cut line, with the distance between each shown on the drawing.
- 7. Retention area as-built elevations shall be taken at the bottom of the retention area and at the top of bank. If there are contours indicated on the design plans, then they shall be as-built as well
- 8. If a change is made via field order or deviation to any structure, pipeline, etc., a new location shall be noted on the as-builts. The ENGINEER may request additional as-built information to verify horizontal or vertical locations.

# 1.07 <u>SUBMITTAL</u>

- A. At Contract closeout, deliver Record Documents to OWNER's Representative, or presentation to the OWNER.
- B. A complete set of "As-Built" Drawings shall be prepared and delivered to the OWNER's Representative for the OWNER. Work shall be performed by a Registered Professional Land Surveyor and shall include, but not be limited to the following:
  - 1. Valve boxes, splice boxes, pull boxes, al underground utilities-waterlines, electrical runs, irrigation system, storm drainage pipe and structures, finished necessary grades, benches, curbs, fences walls signs, light fixtures and other items as necessary.
- C. 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.

# PART 2 – PRODUCTS (Not Applicable)

PART 3 – EXECUTION (Not Applicable)

# SECTION 02010 SUBSURFACE INVESTIGATION

# PART 1 - GENERAL

# 1.01 <u>RESPONSIBILITY</u>

A. Subsurface explorations have been made and copies of the results are included herein for reference. This information was obtained primarily for use in preparing the pavement base and subgrade design, the Contractor may draw his own conclusions therefrom. No responsibility is assumed by the Owner for subsoil quality or condition other than at the locations, and at the time the exploration was made. No claim for extra compensation or for extension of time will be allowed on account of subsurface conditions inconsistent with the data shown, except as may be provided elsewhere herein.

# **PART 2 - PRODUCTS**

# 2.01 SOIL BORINGS

- A. Copies of the following are included herein:
  - 1. Soil boring data.

# **PART 3 - EXECUTION**

Not used.

# SECTION 02110 CLEARING AND GRUBBING

# PART 1 - GENERAL

#### 1.01 <u>SCOPE</u>

The work to be performed under this item shall consist of either the clearing of or the clearing and grubbing of the area along the alignment of construction as designated on the drawings.

- A. Clearing Where clearing only is required it shall consist of the cutting and removal of all trees, stumps, bush, logs, hedges, and the removal of all fences and other loose or projecting material from the designated area. The grubbing of stumps and roots will be required.
- B. Clearing and Grubbing Clearing and grubbing shall consist of clearing the surface of the ground of the designated areas of all trees, stumps, down timber, logs, snags, brush, undergrowth, hedges, heavy growth of grass or weeds, fences, structures, debris, and rubbish of any nature, natural obstructions or such material which, in the opinion of ENGINEER, is unsuitable, including grubbing of stumps, roots, matter roots, foundations ad disposal from the project of all spoil materials resulting from clearing and grubbing by burning or otherwise.

#### 1.02 <u>REFERENCES</u>

Florida Department of Transportation Standard Specifications for Road and Bridge construction (F.D.O.T.). latest edition.

# PART 2 - MATERIALS

#### 2.01 MATERIALS FOR REPLACEMENT

All materials required to be brought on to the site for filling of holes caused by grubbing or otherwise shall be consistent with materials of the surrounding area.

#### **PART 3 - EXECUTION**

#### 3.01 <u>SCHEDULE</u>

CONTRACTOR shall schedule the clearing or clearing and grubbing work at a satisfactory distance in advance of the pipe laying operations.

# 3.02 SPOIL MATERIALS REMOVAL

All materials to be disposed of by removal from the site shall be disposed of by CONTRACTOR at the Contractor's expense. In no case shall any discarded materials be left in piles adjacent to or within the project limits. The manner and location of disposal of materials shall be subject to review by ENGINEER and shall not create an unsightly or objectionable view.

# 3.03 <u>CLEARING</u>

Clear the area of all objectionable materials. Trees unavoidably falling outside the specified limits must be cut up, removed, and disposed of in a satisfactory manner. Preserve and protect from injury all trees not to be removed. The trees, stumps, and brush shall be cut to a height of not more than 12-inches above the ground. The grubbing of stumps and roots will be required.

Fences shall be removed and disposed of when directed by ENGINEER. Fence wire shall be neatly rolled and the wire and posts stored on the project if they are to be used again, or stored at a designated location if the fence is to remain the property of OWNER.

# 3.04 CLEARING AND GRUBBING

In areas designated to be cleared and grubbed, all stumps, roots, buried logs, brush, grass and other unsatisfactory materials shall be removed.

All holes remaining after the grubbing operation in embankment areas shall have the sides broken down to flatten out the slopes, and shall be filled with acceptable material, moistened and properly compacted in layers to the density required. The same construction procedure shall be applied to all holes remaining after grubbing in excavation areas where the depth of holes exceeds the depth of the proposed excavation.

# SECTION 02210 EXCAVATION AND SWALE GRADING

# PART 1 - GENERAL

#### 1.01 <u>SCOPE</u>

This item shall consist of the excavating, removing and satisfactory disposition of all materials required to construct the Project and the placement and shaping of required swales to be done in accordance with these Specifications and in conformity with the dimensions and typical sections, lines, and grades, shown on the Plans.

All suitable material taken from excavation shall be used in the formation of embankment, subgrade and for backfilling as indicated on the Plans or hauled off-site, or as directed by the ENGINEER. When the volume of excavation is not sufficient for construction of the fill to the grades indicated, the deficiency shall be supplied by the Contractor.

#### 1.02 <u>REFERENCES</u>

Standards applicable to these specifications shall be:

- A. Americans Association of State Highway and Transportation Officials (AASHTO).
- B. Florida Department of Transportation (F.D.O.T.) Section 120 "Excavation and Embankment". from the Standards Specification for Road & Bridge Construction book

# PART 2 - PRODUCTS

Not used.

# PART 3 - EXECUTION OF WORK

# 3.01 <u>EXCAVATION</u>

The rough excavation shall be carried to the necessary depth to obtain the specified depth of subgrade compaction shown on the Plans. Likewise, on embankments, the depth of subgrade compaction shall be as shown on the Plans.

Should the CONTRACTOR, through negligence or other fault, excavate below the designated lines, he shall replace the excavation with approved materials, in an approved manner and condition, at this own expense. The ENGINEER shall have complete control over the interpretation of the Plans and Specifications concerning the excavation, moving, placing and disposal of all material and shall determine the suitability of material to be placed in embankments. All material determined unsuitable shall be disposed of in waste areas or as directed. Topsoil shall not be used in fill or in subgrades but shall be handled and placed as directed.

The CONTRACTOR shall inform and satisfy himself as to the character, quantity, and distribution of all material to be excavated. No payment will be made for any excavated material which is used for purposes other than those designated. All spoil areas shall be leveled to a uniform line and section and shall present a neat appearance before project acceptance.

Those areas outside of the pavement areas in which the top layer of soil material becomes compacted, due to hauling or to any other activity of the CONTRACTOR, shall be scarified to a depth of 4-inches, as directed, to loosen and pulverize the soil.

If it is necessary to interrupt existing irrigation systems, sewers or under drainage conduits, utilities or similar underground structures, or parts thereof, the CONTRACTOR shall be reponsible for and shall take all necessary precautions to protect and preserve or provide temporary services. When such facilities are encountered, the CONTRACTOR shall, at his own expense, satisfactorily repair all damage to such facilities or structures which may result from any of his operations during the period of the contract.

#### 3.02 SWALE EXCAVATION

Swale excavation shall consist of excavating for drainage swales such as intercepting, inlet or outlet or any other type as designed or shown on the Plans.

The work shall be performed in the proper sequence with the other construction. The location of all ditches shall be established on the ground. All satisfactory material shall be placed in fills; unsatisfactory material shall be placed inspoil areas or as directed. Waste or surplus material shall be disposed of as directed by the ENGINEER. All necessary handwork shall be performed to secure a finish true to line, elevation, and cross section, as designated.

Swales constructed on the project shall be maintained to the required cross section and shall be kept free from debris or obstructions until the project is accepted.

# 3.03 <u>STRIPPING</u>

All vegetation such as brush, heavy sods, heavy growth of grass, decayed vegetable matter, rubbish and any other unsuitable material within the area upon which embankment is to be placed shall be stripped or otherwise removed before the embankment is started, and in no case shall such objectionable material be allowed in or under the embankment.

# SECTION 02211 SITE GRADING

# PART 1 - GENERAL

#### 1.01 WORK INCLUDED

- A. Remove topsoil and stockpile on site for later use.
- B. Excavate sub-soil and reform to grades, contours and levels.
- C. Excavate or fill for roadways, walks, curbs, gutters, parking areas, landscaped areas and as shown on the Drawings.

#### 1.02 <u>RELATED WORK</u>

- A. Section 02110: Clearing and Grubbing.
- B. Section 02210: Excavation and Swale Grading.
- C. Section 02220: Trenching, Backfilling and Compacting.
- D. Section 02260: Finish Grading.
- E. Section 02513: Asphaltic Concrete Paving.

#### 1.03 EXISTING CONDITIONS

A. Known underground, surface and aerial utility lines, and buried objects are based on best available data and indicated on the Drawings. Contractor shall verify all locations.

#### 1.04 <u>PROTECTION</u>

- A. Protect trees, shrubs and lawns and other features remaining as part of final landscaping.
- B. Protect bench marks, and existing structures, fences, roads, sidewalks, paving and curbs against damage from equipment and vehicular traffic.
- C. Protect aerial, surface, or underground utility lines or appurtenance which are to remain.
- D. Repair any damage, at no cost to Owner.

# **PART 2 - PRODUCTS**

# 2.01 MATERIALS

- A. Excavated fill material: Soil free from roots, rocks larger than 3-inches, and building debris.
- B. Additional fill material: Shall be approved by the Engineer.

# **PART 3 - EXECUTION**

# 3.01 **PREPARATION**

- A. Establish and identify required lines, levels, contours and datum.
- B. Maintain bench marks, monuments, and other reference points. Re-establish if disturbed or destroyed, at no cost to Owner.
- C. Before start of grading, establish the location and extent of utilities in the work areas. Notify utilities to remove and relocate lines which are in the way of construction.
- D. Maintain, protect, reroute or extend as required existing utilities to remain which pass through the work area.

# 3.02 <u>REMOVAL OF TOPSOIL</u>

- A. Topsoil of horticultural value shall be stripped from areas of construction under this contract and stockpiled in area designated by Engineer. Said material shall be stockpiled separately from fill material.
- B. Do not permit topsoil to be mixed with subsoil
- C. Do not strip topsoil when wet.
- D. Do not drive heavy equipment over stockpiled topsoil.

# 3.03 <u>ROUGH GRADING</u>

A. Rough grade site to required levels, profiles, contours and elevations ready for finish grading and surface treatment. Maintain the following:

- 1. Sodded areas 4 1/2-inches below finished grade elevation.
- 2. Seeded areas 6-inches below finished grade.
- 3. Paved areas 18-inches below finished grade elevations.
- 4. Shrub beds 24-inches below finished grade elevations.
- 5. Flower beds 18-inches below finished grade elevations.
- 6. Concrete sidewalks 8-inches below finished grade elevations.
- B. Pior to placing fill material over undisturbed subsoil, scarify surface to depth of 6-inches.

#### 3.04 <u>SURPLUS MATERIAL</u>

- A. Remove surplus materials from site.
- B. Dispose of surplus material at no cost to Owner.

# SECTION 02220 TRENCHING, BACKFILLING AND COMPACTING

# PART 1 - GENERAL

#### 1.01 WORK INCLUDED

- A. Excavate for all underground piping.
- B. Place and compact granular beds and fills over pipelines to rough grade elevations.
- C. Dewater excavations as required.

#### 1.02 <u>RELATED WORK</u>

- A. Section 02661: Water Mains.
- B. Section 02720: Storm Drainage System.
- C. Section 02730: Sanitary Sewer Pipe.

#### 1.03 <u>SITE COMPACTION TESTING</u>

- A. Testing of compacted fill materials will be performed in accordance with F.D.O.T. and A.A.S.H.T.O. specifications.
- B. If, during progress of Work, tests indicate that compacted materials do not meet specified requirements, remove defective work, replace and retest as directed by ENGINEER.
- C. Ensure compacted fills are tested before proceeding with placement of surface materials.

# 1.04 <u>PROTECTION</u>

- A. Protect trees, shrubs, lawn, areas to receive planting, rock outcropping and other features remaining as part of final landscaping.
- B. Protect bench marks and existing structures, roads, sidewalks, paving and curbs against damage from vehicular or foot traffic. Install and maintain proper bridging, planking and cants to provide access to buildings.

- C. Protect excavations by shoring, bracing, sheet piling underpinning, or by other methods, as required to prevent cave-ins or loose dirt from falling into excavations in accordance with Trench Safety Act.
- D. Underpin or otherwise support adjacent structure(s) which may be damaged by excavation work. This includes other utility lines and pipe runs.
- E. Notify ENGINEER of any unexpected sub-surface conditions. Discontinue work in the area until ENGINEER provides notification to resume work.

# PART 2 - PRODUCTS

# 2.01 PRODUCTS

- A. Bedding Materials: Pipe shall be placed on dry, undisturbed earth.
- B. Selected Backfill: After pipe joints have been inspected and given preliminary approval, and sufficient time has elapsed for setting of joints if necessary, backfilling shall be performed, together with tamping until fill has progressed to an elevation at least one foot above the top of the pipe bell. During this initial stage of backfilling, approved granular materials or loose soil free from lumps, clods, or stones shall be deposited in layers approximately 6-inches thick and compacted by manually operated machine tampers actuated by compressed air, or other suitable means. Tampers and machines shall be suitable for the work, and subject to approval by ENGINEER.
- C. Backfill Material: Excavated material, free from roots, rocks larger than 3<sup>1</sup>/<sub>2</sub> inches in size and building debris.
- D. Fill under landscaped areas: Free from alkali, salt, and petroleum products. Use sub-soil excavated from site only if conforming to specified requirements.

# PART 3 - EXECUTION

# 3.01 PREPARATION AND LAYOUT

- A. Establish extent of excavation by area and elevation. Designate and identify datum elevation.
- B. Set required lines and levels.
- C. Maintain bench marks, monuments and other reference points.
- 3.02 <u>UTILITIES</u>

- A. Before starting excavation, establish the location and extent of underground utilities occurring in the work area.
- B. Notify ENGINEER if utility lines which are in the way of excavation are uncovered.
- C. Protect active utility services uncovered by excavation.
- D. Remove abandoned utility service lines from areas of excavation. Cap, plug or seal such lines and identify at grade.
- E. Accurately locate and record abandoned and active utility lines re-routed or extended on Project Record Documents.

# 3.03 <u>TRENCHING</u>

- A. Ensure trenching does not interfere with normal 45 degree bearing splay of any foundation.
- B. Excavate in accordance with lines and grades.
- C. Cut trenches sufficiently wide to enable proper installation of pipe and to allow for inspection. Trim and shape trench bottom and leave free of irregularities, lumps and projections.
- D. Do not disturb soil within branch spread of existing trees or shrubs that are to remain. If it is necessary to excavate through roots, perform work by hand and cut roots with a sharp axe.
- E. When complete, request ENGINEER to inspect excavations. Correct unauthorized excavation as directed, at no cost to OWNER.
- F. Remove excess or unsuitable excavated sub-soil from site.

# 3.04 <u>DEWATERING</u>

- A. Keep trenches dry. Provide necessary equipment including pumps, piping and temporary drains.
- B. Do not discharge drainage water into municipal sewers without municipal approval. Ensure water discharge does not contain silt held in suspension.
- C. Direct surface drainage away from excavated areas.
- D. Control the grading in and adjacent to excavations to prevent water running into excavated areas or onto adjacent properties or public thoroughfares.

- E. Furnish and operate suitable pumps on a 24 hour basis to keep excavations free of water until piping has been placed and backfilling has been completed.
- F. No water shall be allowed to rise over masonry or mortar until the concrete or mortar has set at least 24 hours.

# 3.05 <u>BACKFILLING</u>

- A. Do not start backfilling until piping has been inspected.
- B. Ensure trenches are free of building debris, wood, rocks over 3<sup>1</sup>/<sub>2</sub> inches in diameter and water.
- C. Backfill systematically and as early as possible to allow maximum time for natural settlement and compaction.
- D. After backfill has reached a point one foot above the top of the pipe, a variation in the procedure as to manner of placing and amount of compaction to fill will be allowed, depending upon the location of the work and danger from subsequent settlement, as follows:
  - 1. For backfilling in unimproved areas (along utility easements and in parkway strip beyond the edge of driveways and graveled parking areas), from an elevation of one foot above top of pipe to the surface of the ground, backfill may be deposited by equipment. Depositing in layers, or tamping will not be required. Sufficient surplus excavated material shall be neatly rounded over the trench, to compensate for settlement. All surplus excavated materials beyond that indicated above shall be disposed of by Contractor.
  - 2. For backfilling beneath driveways and parking areas, alleys, and streets where non-rigid type surfacing is to be replaced. This shall also include dirt, gravel or asphalt driveways and alleys.
    - a. The backfill material shall be carefully deposited in uniform layers not to exceed 12-inches in thickness and each layer shall be compacted to 98% of maximum density in accordance with AASHTO T-180 with manually operated machine tampers.
    - b. In lieu of the foregoing compaction method, the backfill material and procedure used may be that as specified under Method 3, below.
    - c. Berms: Every 200 feet per lift.
    - d. Swales: For areas that have been built-up and a swale cut-in to every 200 feet; otherwise; density testing of swales cut-in to existing ground does not require density testing.
    - e. The Contractor is to "map" all density test results on the Record Drawings on each day when field tests are performed. Contractor's testing laboratory shall leave a copy of the day's density testing results on site.

- 3. For backfilling across and beneath driveways, sidewalks, parking areas or streets where a rigid type paving is to be replaced (concrete and asphaltic concrete and brick surfaces).
  - a. All backfill material shall be approved granular material of high weight and density. The material shall be carefully deposited in uniform layers not to exceed 12-inches thick (loose measure), and each layer shall be compacted by ramming or tamping with tools approved by ENGINEER in a manner that does not disturb the pipe. Where necessary, granular base material of the type and thickness specified shall be used for the last layer prior to surfacing.

# SECTION 02235 LIMEROCK BASE, PRIMED

# PART 1 - GENERAL

## 1.01 <u>SCOPE</u>

A. This item shall consist of the construction of a base course composed of limerock including the application of a bituminous prime coat. It shall be constructed on the prepared subgrade in accordance with these specification and shall conform to the dimensions, lines, grades and cross sections shown on the plans.

## 1.02 <u>REFERENCES</u>

Standards applicable to this Specification shall be:

- A. American Association of State Highway and Transportation Officials Standard Specifications (AASHTO).
  - 1. AASHTO T49-80 Standard Method of Test for Penetration of Bituminous Materials.
  - 2. AASHTO M81-75 (Latest Edition) Standard Specification for Cut-Back Asphalt (Rapid-Curing Type).
  - 3. AASHTO T180-74 (Latest Edition) Standard Method of Tests for Moisture-Density Relations.
- B. Florida Department of Transportation Standard Specifications (F.D.O.T.).
  - 1. FDOT Section 200, Limerock Base Latest edition
  - 2. FDOT Section 300, Prime and tack Latest edition
  - 3. FDOT Section 911, Limerock Material for Base and Stabilized Base Latest edition

## 1.03 <u>SUBMITTALS</u>

- A. The contractor will, at least ten days prior to start of work, submit in writing the source of all materials to be used.
- B. The Contractor will, without additional compensation, submit such tests as may be required by the Engineer.

## 1.04 MEASUREMENT AND PAYMENT

- A. Method of Measurement: The quantity to be paid for under this Section shall be the area, in square yards, of limerock base, primed, completed and accepted.
- B. Basis of Payment: The quantity of limerock base primed, determined as provided above, shall be paid for at the contract unit price per square yard for Limerock Base primed, completed and accepted. Such price and payment shall be full compensation for all the work specified in this Section, including correcting all defective surface and deficient thickness.

# PART 2 - MATERIALS

## 2.01 <u>LIMEROCK</u>

Except as might be specifically shown otherwise, all limerock material and the sources thereof shall be furnished by the Contractor. Any limerock material occurring in State furnished borrow areas shall not be used by the Contractor in constructing the base, unless permitted by the plans or other contract documents.

- A. Composition The minimum percentage of carbonates of calcium and magnesium in the limerock material shall be 70. The maximum percentage of water-sensitive clay mineral shall be 3%. Determination shall be at the option of the Engineer.
- B. Liquid Limit and Plasticity Requirements
  - 1. Material for Limerock Base: The liquid limit shall not exceed 35 and the material shall be non-plastic.
  - 2. Material Used in Limerock Stabilized Base: The liquid limit shall not exceed 35 and the plastic index shall not exceed 10.
- C. Mechanical Requirements
  - 1. Deleterious Material Limerock material shall not contain cherty or other extremely hard pieces, or lumps, balls or pockets of sand or clay size material in sufficient quantity as to be detrimental to the proper bonding, finishing, or strength of the limerock base.
  - 2. Gradation and Size Requirements
    - a) For Limerock Base At least 97 percent (by weight of the material shall pass a 3-1/2 inch sieve and the material shall be graded uniformly down to dust. The fine material shall consist entirely of dust of fracture. All crushing or breaking-up which might be necessary in order to meet such size requirements shall be done before the material is placed on the road.

- b) For Limerock Stabilized Base For this use the limerock material shall meet the requirements of 911-5.21 except that 97 percent shall pass the 1-1/2 inch sieve.
- D. Limerock Bearing Ratio Requirements Limerock material used in construction of limerock base shall have an average LBR value of not less that 100. The average LBR value of material produced at a particular source shall be determined in accordance with an approved quality control procedure.

## 2.02 PRIME COAT MATERIAL (300-2 Latest Edition)

A. The material used for prime coat shall be cut-back Asphalt Grade RC-70 or RC-250 meeting the requirements of (FDOT 916-2) Emulsified Asphalt Grades SS-1 or CSS-1, SS-1H or CSS-1H diluted in equal proportion with water; Asphalt Emulsified Asphalt Grade AE-60, AE-90, AE-150 or AE-200 diluted at the ratio of 6 parts emulsified asphalt to 4 parts water; special MS-Emulsion diluted at the ratio of 6 parts emulsified asphalt to 4 parts water; Asphalt Emulsion Prime (AEP) meeting the requirements, Emulsion Prime (RS type) meeting the requirements of (FDOT 916-4), or other types and grades of bituminous material which may be called for in the plans or Special Provisions.

The Contractor may select any of the specified bituminous materials unless the plans or Special Provisions indicate the use of a specific material. Types and Grades of bituminous material other than those specified above may be allowed if it can be shown that the alternate material will properly perform the function of prime coat material.

B. Cover Material for Prime Coat - If an emulsified asphalt is used for prime coat, the Engineer may require that cover material be hot-asphalt coated (mix to contain from two to four percent asphalt-cement) if necessary to achieve a prime coat which will remain reasonably intact until the surface course is placed.

If material other than emulsified asphalt is used for the prime coat, the cover material shall be either sand (bare or hot-asphalt coated) or screenings, at the Contractor's option. The sand shall be nonplastic and free from any appreciable amount of silt, clay balls and root particles, and from any noticeable sticks, trash, vegetation or other organic matter. Screening shall be as specified in FDOT 902.5.

# PART 3 - EXECUTION

# 3.01 TRANSPORTING LIMEROCK

The limerock shall be transported to the point where it is to be used, over rock previously placed if practicable, and dumped on the end of the preceding spread.

Hauling over the subgrade and dumping on the subgrade will be permitted when these operations will not be detrimental to the base as determined by the Engineer.

# 3.02 EQUIPMENT

- A. Limerock Base The rock shall be spread by mechanical rock spreaders, equipped with a device which strikes off the rock uniformly to laying thickness, and capable of producing an even distribution of the rock. For crossovers, intersections and ramp areas; for roadway widths of 20 feet or less; for the main roadway area when forms are used and for any other areas where the use of a mechanical spreader is not practicable; spreading may be done by bulldozers or blade graders.
- B. Pressure Distributor The pressure distributor shall be equipped with pneumatic tires having a sufficient width of rubber in contact with the road surface to avoid breaking the bond or forming a rut in the surface. The distance between the centers of openings of the outside nozzles of the spray bar shall be equal to the width of the application required, within an allowable variation two (2) inches.

The outside nozzle at each end of the spray bar shall have an area of opening not less than 25 percent nor more than 75 percent, in excess of the other nozzles. All other nozzles shall have uniform openings. When the application covers less than the full width, the normal opening of the end nozzle at the junction line may remain the same as those of the interior nozzles. less than the full width, the normal opening of the end nozzle at the junction line may remain the same as those of the interior nozzles.

## 3.03 SPREADING LIMEROCK

- A. Method of Spreading The limerock shall be spread uniformly with equipment as specified in 3.02 A. above. All segreated areas of fine or coarse rock shall be removed and replaced with properly graded rock.
- B. Number of Courses When the specified compacted thickness of the base is greater than six inches, the base; shall be constructed in two courses. The thickness of the first course shall be approximately one-half the total thickness of the finished base, or enough additional to bear the weight of the construction equipment without disturbing the subgrade.

# 3.04 <u>COMPACTING AND FINISHING BASE</u>

A. Single-Course Base - For single-course base, after the spreading is completed the entire surface shall be scarified and then shaped so as to produce the required grade and cross section after compaction.

- B. Double-Course Base For double-course base, the first course shall be cleaned of foreign material and bladed and brought to a surface cross section approximately parallel to that of the finished base. Prior to the spreading of any material for the upper course, the density tests for the lower course shall be made and the Engineer shall have determined that the required compaction has been obtained. After the spreading of the material for the final course is completed, its surface shall be finished and shaped so as to produce the required grade and cross section after compaction, and free of scabs and laminations.
- C. Moisture Content When the material does not have the proper moisture content to insure the required density, wetting or drying will be required. When water is added it shall be uniformly mixed-in by disking to the full depth of the course which is being compacted. Wetting or drying operations shall involve manipulation, as a unit, of the entire width and depth of the course which is being compacted.
- D. Density Requirements As soon as proper conditions of moisture are attained the material shall be compacted to a density of not less than 98 percent of maximum density as determined by AASHTO T 180. The minimum density which will be acceptable at any location outside the traveled roadway (such as intersections, crossovers, turnouts, etc) shall be 95 percent of such maximum. Limerock base for shoulder pavement shall be compacted to a density not less than 95 percent of the maximum density as determined under AASHTO T 180.
- E. Density Test At least three density determinations shall be made on each day's final compaction operations on each course, and the density determinations shall be made at more frequent intervals if deemed necessary by the Engineer.

During final compacting operations, if blading of any areas is necessary to obtain the true grade and cross section, the compacting operations for such areas shall be completed prior to making the density tests on the finished base.

- F. Correction of Defects
  - 1. Contamination of Base Material If, at any time, the subgrade material should become mixed with the base course material, the Contractor shall, without additional compensation, dig out and remove the mixture, reshape and compact the subgrade and replace the materials removed with clean base material, which shall be shaped and compacted as specified above.
  - 2. Cracks and Checks If cracks or checks appear in the base, either before or after priming, which, in the opinion of the Engineer, would impair the structural efficiency of the base, the Contractor shall remove the cracks or checks by rescarifying, reshaping, adding base material where necessary, and recompacting.

## 3.05 <u>PRIMING</u>

A. Preparation - The prime coat shall be applied only when the base meets the specified density requirements and the moisture content in the top half of the base does not exceed 90 percent of the optimum moisture of the base material. At the time of priming, the base shall be firm, unyielding and in such condition that no undue distortion will occur.

Before any bituminous material is applied, all loose material, dust, dirt, caked clay and other foreign material which might prevent proper bond with the existing surface shall be removed for the full width of the application. Particular care shall be taken in cleaning the outer edges of the strip to be treated, to insure that the prime or tack coat will adhere.

When the prime or tack coat is applied adjacent to curb and gutter, valley gutter or any other concrete surfaces, such concrete surfaces (except where they are to be covered with a bituminous wearing course) shall be covered with heavy paper, or otherwise protected while the prime or tack coat is being applied. Any bituminous material deposited on such concrete surfaces shall be removed.

The temperature of the prime material shall be between 100 degrees Fahrenheit and 150 degrees Fahrenheit. The actual temperature shall be that which will insure uniform distribution. The material shall be applied by means of a pressure distributor. The amount to be applied will be dependent on the character of the surface and shall be sufficient to coat the surface thoroughly and uniformly, with no excess.

- B. Rate of Application The rate of application shall be not less than 0.10 gallon per square yard, unless a lower rate is approved by the Engineer.
- C. Sprinkling If so required by the Engineer the base shall be lightly sprinkled with water and rolled with a traffic roller, in advance of the application of the prime.
- D. Sanding The primed base shall be covered by a light uniform application of cover material. If considered necessary for proper distribution of spread, the cover material shall be lightly dragged with a drag broom, after which it shall be rolled with a traffic roller, for at least ten passes over the entire area.
- E. Sampling Device on Transport Tanks All transport tanks delivering bituminous materials for use on the project shall be equipped with an approved spigot-type sampling device.
- F. Temperature Sensing Device on Transport Tanks All transport tanks delivering bituminous materials for use on the Department's projects shall be equipped with an approved dial type thermometer.

The thermometer shall have a temperature range from 50 degrees Fahrenheit to 500 degrees Fahrenheit in 25 degrees Fahrenheit increments with a minimum dial diameter of two inches.

The thermometer shall be located near the midpoint in length and within the middle third of the height of the tank and be enclosed in a well with a protective window or by other means as necessary to keep the instrument clean and in the proper working condition.

# 3.06 QUALITY CONTROL

- A. Testing Surface The finished surface of the base course shall be checked with a templet cut to the required crown and with a 15-foot straightedge laid parallel to the centerline of the road. All irregularities greater than 1/4 inch shall be corrected by scarifying and removing or adding rock as required, after which the entire area shall be recompacted as specified hereinbefore. In the testing of the surface, the measurements will not be taken in small holes caused by individual pieces of rock having been pulled out by the grader.
- B. Thickness Requirements
  - 1. Measurements Thickness of base shall be measured at intervals of not more than 200 feet. Measurements shall be taken at various points on the cross section, through holes not less than three inches in diameter.
  - 2. Areas Requiring Correction Where the compacted base is deficient by more than 1/2 inch from the thickness called for in the plans, the Contractor shall correct such areas by scarifying and adding rock. The base shall be scarified and rock added for a distance of 100 feet in each direction from the edge of the deficient area. The affected areas shall then be brought to the required state of compaction and to the required thickness and cross section.
  - 3. Deficient Areas Left in Place As an exception to the requirement for correcting areas of base which show a thickness deficiency exceeding the allowable 1/2 inch, if so approved in writing by the Engineer. Any of such areas in which the extent of the deficiency might be considered as not sufficient to seriously impair the required strength of the base may be left in place. No payment, however, will be made for such deficient areas left in place and not corrected.

#### 3.07 <u>MAINTENANCE</u>

The Contractor will be responsible for assuring that the true crown and templet are maintained, with no rutting or other distortion, and that the base meets all the requirements, at the time the surface course is applied.

# SECTION 02260 FINISH GRADING

## PART 1 - GENERAL

### 1.01 WORK INCLUDED

- A. The Contractor shall, under this Section, supply, place, compact and roll finish grade materials prior to landscaping work.
- B. Finish grade sub-soil.
- C. Cut out areas to receive stabilizing base course materials for paving and sidewalks.
- D. Place, finish grade and compact topsoil.

#### 1.02 <u>RELATED WORK</u>

- A. Section 02210: Excavation and Swale Grading.
- B. Section 02211: Site Grading.
- C. Section 02220: Trenching, Backfilling and Compacting.
- D. Section 02934: Sodding.

## 1.03 <u>PROTECTION</u>

The Contractor shall prevent damage to existing fencing, trees, landscaping, natural features, bench marks, pavement, utility lines, and sprinkler system. Correct damage at no cost to the Owner.

## PART 2 - PRODUCTS

#### 2.01 MATERIALS

Topsoil shall be friable loam free from subsoil, roots, grass, excessive amount of weeds, stones and foreign matter; acidity range (ph) of 5.5 to 7.5; containing a minimum of 4 percent and a maximum of 25 percent organic matter. (Use topsoil stockpiled on site if conforming to these requirements, or as directed by the Engineer.)

# **PART 3 - EXECUTION**

### 3.01 <u>SUB-SOIL PREPARATION</u>

- A. Rough grade sub-soil systematically to allow for a maximum amount of natural settlement and compaction. Eliminate uneven areas and low spots. Remove debris, roots, branches, stones, etc., in excess of 2 inches in size. Remove sub-soil which has been contaminated with petroleum products.
- B. Cut out areas, to sub-grade elevation, which are to receive stabilizing base for paving and sidewalks.
- C. Bring sub-soil to required levels, profiles and contours. Make changes in grade gradual. Blend slopes in to level areas.
- D. Slope grade away from building minimum 4 inches in 10 feet (unless indicated otherwise on Drawings).

## 3.02 PLACING TOPSOIL

- A. Place topsoil in area where seeding, sodding and planting is to be performed. Place to the following minimum depths, up to finished grade elevations:
  - 1. 6-inches for seeded areas.
  - 2. 4 1/2-inches for sodded areas.
  - 3. 24-inches for shrub beds.
  - 4. 18-inches for flower beds.
- B. Use topsoil in relatively dry state. Place during dry weather.
- C. Fine grade topsoil eliminating rough and low areas to ensure positive drainage. Maintain levels, profiles and contours of sub-grades.
- D. Remove stones, roots, grass, weeds, debris and other foreign material while spreading.
- E. Manually spread topsoil around trees, plants, buildings and other structures to prevent damage which may be caused by grading equipment.
- F. Lightly compact placed topsoil.

#### 3.03 SURPLUS MATERIAL

A. Remove surplus sub-soil and topsoil from site.

B. Leave stockpile areas and entire job site clean and raked, ready to receive landscaping.

# SECTION 02511 CONCRETE SIDEWALKS

# PART 1 - GENERAL

# 1.01 <u>SCOPE</u>

A. The work specified in this section consists of the construction of concrete sidewalks, in accordance with these specifications, and in conformity with the lines, grades, dimensions and notes shown on the plans.

## 1.02 <u>REFERENCES</u>

- A. City of Delray Beach Standards RT 5.1.
- B. FDOT Satandard Specifications for Road and Bridge Construction, latest edition

# PART 2 - PRODUCTS

## 2.01 <u>MATERIALS</u>

- A. The concrete mix shall produce standard wieight concrete with the following properties to be verified by the use of the appropriate listed test methods.
  - 1. Compressive strength: 3,000 psi at 28 days tested according to ASTM designation C31 (AASHTO T23)
  - 2. Slump Range: 2-4 inches tested according according to ASTM designation C143 (AASHTO T119)
- B. Joint materials shall be in accordance with FDOT Specification Section 932.

## 2.02 <u>FORMS</u>

A. Forms for this work shall be made of either wood or metal and shall have a depth equal to the plan dimensions for the depth of concrete being deposited against them. They shall be straight, fee from warp or bends, and of sufficient strength, when staked, to resist the pressure of the concrete without deviation from line and grade. Forms shall be cleaned each time they are used and shall be oiled or saturated with water prior to placing the concrete.

# PART 3 - EXECUTION

#### 3.01 <u>SUB-GRADE</u>

A. Excavation shall be made to the required depth, and the sub-grade or base upon which the sidewalk is to be set shall be compacted to a firm, even surface, true to grade and cross-section, by means of watering, rolling or tamping. The sub-grade For sidewalk to be used as driveway pavement shall be compacted as directed by the City Engineer. The sub-grade shall be moist at the time the concrete is placed.

#### 3.02 <u>JOINTS</u>

- A. Expansion Joints between the sidewalk and the curb or driveway or at fixed objects and sidewalk intersections shall be 1/2 inch joints, formed with a preformed joint filler.
- B. Preformed Filler shall meet the requirements of AASHTO M-153 or M-213, or cellulose fiber types meeting all the requirements of AASHTO M-213 except the asphalt content are acceptable provided they contain minimums of 0.2 percent copper pentachlorophenate as a preservative and 1.0 percent waterproofing wax. For AASHTO M-153, unless a particular type is specified, either type I, type II, or type II may be used
- C. Contraction Joints may be of the open type, or may be sawed.
  - 1. Open type contraction joints shall be formed by staking a metal bulkhead in place and depositing the concrete on both sides. After the concrete has set sufficiently to preserve the width and shape of the joint, the bulkhead shall be removed. After the sidewalk has been finished over the joint, the slot shall be edged with a tool having a 1/2" radius.
  - 2. If the Contractor elects to saw the contraction joints, a slot approximately 3/16" wide and not less than 1-1/2" deep shall be cut with a concrete saw after the concrete has set and within the following periods of time: Joints at not more than 30' intervals 12 hrs after finishing, and remaining joints within 96 hrs after finishing.

#### 3.03 <u>PLACING</u>

A. The concrete shall be placed in the forms to the required depth, and shall be tamped and spaded until mortar entirely covers its surface.

#### 3.04 <u>FINISHING</u>

A. SCREEDING: All surplus water, laitance and inert material shall be worked off the surface of the concrete with a ten (10) foot straight edge, or by some other method equally as satisfactory and so approved by the City Engineer.

B. FLOATING; SURFACE REQUIREMENTS: The concrete shall be given a wooden float finish. The surface variations shall not be more than three-sixteenths (3/16) inch under a ten (10) foot straight edge, nor more than one-eighth (1/8) inch on a five (5) foot transverse section. The edge of the sidewalk shall be carefully finished with an edging tool having a radius of one-half (1/2) inch.

## 3.06 <u>THICKNESS</u>

Concrete sidewalks shall be four (4) inches thick except at driveways where sidewalks shall be six (6) inches thick.

# SECTION 02512 CONCRETE SIDEWALK RESTORATION

# PART 1 - GENERAL

#### 1.01 <u>SCOPE</u>

The work to be performed under this item shall include the selling and delivering and the installing of concrete sidewalk which have been removed and/or damaged during the course of construction of the work performed under this Contract. The sidewalk shall be replaced to the same width as the original sidewalk.

#### 1.02 <u>REFERENCES</u>

Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction 1986 Section 345 "Portland Cement Concrete".

#### PART 2 - MATERIALS

#### 2.01 ACCEPTABLE MATERIALS

- A. The concrete mix shall produce standard weight concrete with the following properties to be verified by the use of the appropriate listed test methods.
  - 1. Compressive strength: 3,000 psi at 28 days tested according to ASTM designation C31 (AASHTO T23)
  - 2. Slump Range: 2-4 inches tested according to ASTM designation C143 (AASHTO T119)
- B. Joint materials shall be in accordance with FDOT Specification Section 932.

## PART 3 - EXECUTION

All material, labor, forms, tools and equipment for restoration of the sidewalk shall be supplied by the Contractor. All disturbed sidewalk shall be replaced with 4-inch thick 3,000 psi concrete (6-inches thick at driveways) to the widths required. The sidewalk finish shall match as near as possible the original finish. Broken or cracked sidewalk shall be removed and disposed of as directed by the Engineer.

## END OF SECTION

# SECTION 02513 ASPHALTIC CONCRETE PAVING

## PART 1 - GENERAL

#### 1.01 WORK INCLUDED

- A. Prepare sub-grade to receive base course.
- B. Place stabilizing base courses, work and compact.
- C. Prime base course, place asphalt pavement.

#### 1.02 <u>RELATED WORK</u>

- A. Section 01410: Testing Laboratory Services.
- B. Section 02211: Site Grading.
- C. Section 02580: Pavement Marking.

### 1.03 <u>REFERENCE STANDARDS</u>

- A. ASTM D1557 Tests for Moisture Density Relationship of Soils using 10 lb. Rammer in 18 inch Drop.
- B. AASHTO M-81 Penetration Graded Asphalt Cement.
- C. AASHTO M-140 Emulsified Asphalt.
- D. FDOT Standard Specification for Road & Bridge Construction Section 200 Limerock Base
- E. FDOT Standard Specification for Road and Bridge Construction Section 913 Shell Base.
- F. FDOT Standard Specification for Road and Bridge Construction Section 913 Shell Stabilized Base.
- G. FDOT Standard Specification for Road and Bridge Construction Section 330 Hot Bituminous Mixtures General Construction Requirements.
- H. FDOT Standard Specification for Road and Bridge Construction Section 916-1 Asphalt Cement.

# 1.04 TESTING AND INSPECTION

- A. Testing and inspection of asphalt pavement mixes and testing of placed stabilizing base course and asphalt pavement will be performed by an independent testing laboratory, in accordance with Section 01410-Testing Lab Services, and Section 01020-Allowances. Testing and inspection will be performed so as to minimize disruption to work.
- B. Allow testing laboratory access to the mixing plant for verification of weights or proportions, character of materials used and determination of temperatures used in the preparation of asphalt concrete mix.
- C. When and if required, the testing laboratory will perform laboratory tests on proposed asphalt pavement mixes to determine conformity with requirements.
- D. The testing laboratory will perform one series of compaction tests for stabilizing base course and for asphalt pavement. The contractor shall pay for costs of additional testing as required due to improper performance of work.
- E. When stabilizing base course or portion thereof has been placed and compacted in accordance with requirements, notify the testing laboratory to perform density and bearing value tests. Do not place asphalt pavement until results have been verified and base course installation approved.
- F. If compaction tests indicate that stabilizing base course or asphalt paving do not meet specified requirements, remove defective work, replace and retest at Contractor's expense.

# PART 2 - MATERIALS

# 2.01 <u>LIMEROCK</u>

- A. Composition The minimum percentage of carbonates of calcium and magnesium in the limerock material shall be 70. The maximum percentage of water-sensitive clay mineral shall be 3 percent. Limerock material shall not contain cherty or other extremely hard pieces, or lumps, balls or pockets of sand or clay size material in sufficient quantity as to be detrimental to the proper bonding, finishing, or strength of the limerock base.
- B. Gradation and Size Requirements At least 97 percent (by weight of the material shall pass a 3<sup>1</sup>/<sub>2</sub> inch sieve and the material shall be graded uniformly down to dust.

The fine material shall consist entirely of dust of fracture. All crushing or breaking-up which might be necessary in order to meet such size requirements shall be done before the material is placed on the road.

C. Limerock Bearing Requirements - Limerock material used in construction of limerock base shall have an average LBR value of not less than 100. The average LBR value of material produced at a particular source shall be determined in accordance with an approved quality control procedure.

## 2.02 CRUSHED CONCRETE

- A. Composition The minimum percentage of carbonates of calcium and magnesium in the material shall be 70. All foreign material such as metal fragments, organic matter, etc. shall be removed from the material before delivery to the job site.
- B. Gradation 100 percent (by weight) of the material shall pass a 3 inch sieve, with 40 percent to 70 percent passing the number 10 sieve. Not more than 20 percent, by dry weight, of the material shall pass the 200 sieve by washing. all crushing or breaking up which might be necessary in order to meet such size requirements shall be done before the material is placed on the road.
- C. Bearing Requirements The Crushed Concrete Base shall have an average Limerock Bearing Ration (LBR) of not less than 100. The average LBR value of material produced at a particular source shall be determined in accordance with an approved quality control procedure.
- D. Crushed Concrete may be substituted for Limerock as base material by adding 2 inches to the specified thickness.

## 2.03 PRIME COAT

- A. Prime coat shall be one of the following:
  - 1. Cutback Asphalt, Grade RC-70 or RC-250 shall meet the requirements of AASHTO Specification M-81.
  - 2. Emulsified Asphalt Grade SS-1 or SS1H shall meet the requirements of ASSHTO Specifications M-140 and/or M-280.

# 2.04 <u>TACK COAT</u>

- A. Tack coat shall be one of the following:
  - 1. Asphalt Cement, Penetration Grade 85-100 shall meet the requirements of AASHTO Specification M-20.
  - 2. Emulsified Asphalt, Grade RS-2 shall meet the requirements of AASHTO Specification M-140.

# 2.05 ASPHALTIC CONCRETE

A. Asphaltic concrete surface course - Type S-III asphaltic concrete wearing surface, 1½ inches in compacted thickness or as indicated on the Drawings, in accordance with Sections 330-10 Compacting Mixture and 331 Type S-III Asphaltic Concrete of aforesaid DOT Standard Specification.

# **PART 3 - EXECUTION**

# 3.01 <u>PREPARATION</u>

- A. Subgrade shall be stabilized per Section 160 Stabilizing, of the FDOT Standard Specifications for Road and Bridge Construction.
- B. Bearing Value Requirements for subgrade stabilization
  - 1. Limerock Bearing Ratio Minimum LBR 40 under paved and curbed areas, and minimum LBR 30 in shoulder and swale areas.
  - 2. Florida Bearing Value Minimum FBV 75 pounds per square inch (psi) under paved and curbed areas, and minimum FBV 50 psi in shoulder and swale areas.

## 3.02 TRANSPORTING BASE COURSES

The limerock shall be transported to the point where it is to be used, over rock previously placed if practicable, and dumped on the end of the preceding spread. Hauling over the subgrade and dumping on the subgrade will be permitted when these operations will not be detrimental to the base as determined by the Engineer.

## 3.03 <u>EQUIPMENT</u>

- A. Base Course The rock shall be spread by mechanical rock spreaders, equipped with a device which strikes off the rock uniformly to laying thickness, and capable of producing an even distribution of the rock.
- B. Pressure Distributor The pressure distributor shall be equipped with pneumatic tires having a sufficient width of rubber in contact with the road surface to avoid breaking the bond or forming a rut in the surface. The distance between the centers of openings of the outside nozzles of the spray bar shall be equal to the width of the application required, within an allowable variation two (2) inches.

# 3.04 SPREADING BASE COURSE

- A. Method of Spreading The limerock shall be spread uniformly with equipment as specified in 3.02 above. All segregated areas of fine or coarse rock shall be removed and replaced with properly graded rock.
- B. Number of Courses When the specified compacted thickness of the base is greater than six inches, the base shall be constructed in two courses. The thickness of the first course shall be approximately one-half the total thickness of the finished base, or enough additional to bear the weight of the construction equipment without disturbing the subgrade.

# 3.05 <u>COMPACTING AND FINISHING BASE</u>

- A. Dynamic Compactor with vibratory rollers shall not be used on this project and shall not be permitted at the job site. The contractor is responsible for all damages caused by compaction operations.
- B. Single-Course Base For single-course base, after the spreading is completed the entire surface shall be scarified and then shaped so as to produce the required grade and cross section after compaction.
- C. Double-Course Base For double-course base, the first course shall be cleaned of foreign material and bladed and brought to a surface cross section approximately parallel to that of the finished base. Prior to the spreading of any material for the upper course, the density tests for the lower course shall be made and the Engineer shall have determined that the required compaction has been obtained. After the spreading of the material for the final course is completed, its surface shall be finished and shaped so as to produce the required grade and cross section after compaction, and free of scabs and laminations.
- D. Moisture Content When the material does not have the proper moisture content to insure the required density, wetting or drying will be required. When water is added it shall be uniformly mixed-in by disking to the full depth of the course which is being compacted. Wetting or drying operations shall involve manipulation, as a unit, of the entire width and depth of the course which is being compacted.
- E. Density Requirements As soon as proper conditions of moisture are attained the material shall be compacted to a density of not less than 98 percent of maximum density as determined by AASHTO T-180. The minimum density which will be acceptable at any location outside the traveled roadway.

- F. Density Test At least three density determinations shall be made on each day's final compaction operations on each course, and the density determinations shall be made at more frequent intervals if deemed necessary by the Engineer.
  During final compacting operations, if blading of any areas is necessary to obtain the true grade and cross section, the compacting operations for such areas shall be completed prior to making the density tests on the finished base.
- G. Correction of Defects:
  - 1. Contamination of Base Material If, at any time, the subgrade material should become mixed with the base course material, the Contractor shall, without additional compensation, dig out and remove the mixture, reshape and compact the subgrade and replace the materials removed with clean base material, which shall be shaped and compacted as specified above.
  - 2. Cracks and Checks If cracks or checks appear in the base, either before or after priming, which, in the opinion of the Engineer, would impair the structural efficiency of the base, the Contractor shall remove the cracks or checks by rescarifying, reshaping, adding base material where necessary, and recompacting.
- H. Surface Testing The finished surface of the base course shall be checked with a templet cut to the required crown and with a 15 foot straightedge laid parallel to the center line of the road. All irregularities greater than <sup>1</sup>/<sub>4</sub> inch shall be corrected by scarifying and removing or adding base course material as required, after which the entire area shall be recompacted.

## 3.06 <u>PRIMING</u>

A. Preparation - The prime coat shall be applied only when the base meets the specified density requirements and the moisture content in the top half of the base does not exceed 90 percent of the optimum moisture of the base material. At the time of priming, the base shall be firm, unyielding and in such condition that no undue distortion will occur.

Before any bituminous material is applied, all loose material, dust, dirt, caked clay and other foreign material which might prevent proper bond with the existing surface shall be removed for the full width of the application. Particular care shall be taken in cleaning the outer edges of the strip to be treated, to insure that the prime or tack coat will adhere.

When the prime or tack coat is applied adjacent to curb and gutter, valley gutter or any other concrete surfaces, such concrete surfaces (except where they are to be covered with a bituminous wearing course) shall be covered with heavy paper, or otherwise protected while the prime or tack coat is being applied. Any bituminous material deposited on such concrete surfaces shall be removed. The temperature of the prime material shall be between 100 degrees Fahrenheit and 150 degrees Fahrenheit. The actual temperature shall be that which will insure uniform distribution. The material shall be applied by means of a pressure distributor. The amount to be applied will be dependent on the character of the surface and shall be sufficient to coat the surface thoroughly and uniformly, with no excess.

- B. Rate of Application The rate of application shall be not less than 0.10 gallon per square yard, unless a lower rate is approved by the Engineer.
- C. Sprinkling If so required by the Engineer the base shall be lightly sprinkled with water and rolled with a traffic roller, in advance of the application of the prime.
- D. Sanding The primed base shall be covered by a light uniform application of cover material. If considered necessary for proper distribution of spread, the cover material shall be lightly dragged with a drag broom, after which it shall be rolled with a traffic roller.
- E. Sampling Device on Transport Tanks All transport tanks delivering bituminous materials for use on the project shall be equipped with an approved spigot-type sampling device.
- F. Temperature Sensing Device on Transport Tanks All transport tanks delivering bituminous materials shall be equipped with an approved dial type thermometer. The thermometer shall have a temperature range from 50 degrees Fahrenheit to 500 degrees Fahrenheit in 25 degrees Fahrenheit increments with a minimum dial diameter of two inches.

## 3.07 **QUALITY CONTROL**

- A. Testing Surface The finished surface of the base course shall be checked with a templet cut to the required crown and with a 15-foot straightedge laid parallel to the centerline of the road. All irregularities greater than <sup>1</sup>/<sub>4</sub> inch shall be corrected by scarifying and removing or adding rock as required, after which the entire area shall be recompacted as specified hereinbefore. In the testing of the surface, the measurements will not be taken in small holes caused by individual pieces of rock having been pulled out by the grader.
- B. Thickness Requirements:
  - 1. Measurements Thickness of base shall be measured at intervals of not more than 200 feet. Measurements shall be taken at various points on the cross section, through holes not less than three inches in diameter.
  - 2. Areas Requiring Correction Where the compacted base is deficient by more than <sup>1</sup>/<sub>2</sub> inch from the thickness called for in the plans, the Contractor shall correct such areas by scarifying and adding rock. The base shall be scarified

and rock added for a distance of 100 feet in each direction from the edge of the deficient area. The affected areas shall then be brought to the required state of compaction and to the required thickness and cross section.

3. Deficient Areas Left in Place - As an exception to the requirement for correcting areas of base which show a thickness deficiency exceeding the allowable <sup>1</sup>/<sub>2</sub> inch, the deficiency might be considered as not sufficient to seriously impair the required strength of the base and may be left in place. No payment, however, will be made for such deficient areas left in place and not corrected.

#### 3.08 MAINTENANCE

The Contractor will be responsible for assuring that the true crown and templet are maintained, with no rutting or other distortion, and that the base meets all the requirements, at the time the surface course is applied.

#### 3.09 <u>PROTECTING ADJACENT WORK</u>

Provide adequate protection for all adjacent construction, whatever it may be, against bituminous spraying. Spraying of bituminous material on work, other than base course, will not be accepted.

#### 3.10 TRANSPORTATION OF THE ASPHALT

The surface course shall be transported in tight vehicles previously cleaned of all foreign material. The inside surface of the truck bodies shall be only thinly coated with soapy water or an approved emulsion containing not over 5 percent oil. Kerosine, gasoline or similar products shall not be used. After coating and before loading, the truck bodies shall be raised and drained of all excess liquids.

#### 3.11 INSTALLATION OF FINAL ASPHALTIC CONCRETE SURFACE COURSE

The Contractor shall install Type S-III asphaltic concrete surface course over the entire surface in two (2)  $\frac{3}{4}$  inch lifts.

Mechanical spreading and screeding equipment shall be of an approved type that is self-propelled and can be steered. It shall be equipped with a receiving and disbursing hopper and a mechanical screed or strike-off member capable of adjustment to regulate the depth of material being spread. Tandem Type 5 to 12 ton steel- wheeled rollers shall be used for sealing. Self- Propelled, pneumatic-tired traffic rollers equipped with at least 7b smooth tread, low pressure tires, having a total weight of 6 to 10 tons shall be used for final rolling.

# 3.12 FIELD QUALITY CONTROL

The final surface course of all pavements will be required to be checked by a rolling straightedge. The finished surface shall not vary more than 3/16 inch from the straightedge applied parallel to the centerline of the pavement. The straightedge shall have an effective length of 15 feet.

# SECTION 02520 CONCRETE CURBS AND HEADERS

# PART 1 - GENERAL

### 1.01 <u>SCOPE</u>

The work covered by this section of the specifications consists of furnishing all plant, labor, equipment, appliances and materials and performing all operations in connection the construction of concrete curbs and headers, complete and in place, in strict accordance with these specifications and the applicable drawings and subject to the terms and conditions of this contract.

#### 1.02 <u>REFERENCES</u>

Florida Department of Transportation Standard Specifications for Road and Bridge Construction, (latest edition)

## **PART 2 - PRODUCTS**

#### 2.01 <u>MATERIALS</u>

- A. The concrete mix shall produce standard weight concrete with the following properties to be verified by the use of the appropriate listed test methods.
  - *Compressive strength*: 3,000 psi at 28 days tested according to ASTM designation C31 (AASHTO T23)
  - *Slump Range*: 2-4 inches tested according to ASTM designation C143 (AASHTO T119)
- B. Joint materials shall be in accordance with FDOT Specification Section 932

#### **PART 3 - EXECUTION**

#### 3.01 CONSTRUCTION METHODS

Concrete curbs and headers shall be constructed of the type and in the locations as shown on the plans.

A. FORMS: Forms for this work shall be made of either wood or metal. They shall be straight, free from warp or bends, and of sufficient strength, when staked, to resist the pressure of the concrete without springing. If made of wood, they shall be of two (2)

inch surfaced plank; if made of metal, they shall be of approved section and shall have a flat surface on top.

B. CONSTRUCTION: Excavation shall be made to the required depth; and the sub-grade or base upon which the curb or header is placed shall be compacted to 98% AASHTO T-180.

The concrete shall be placed in the forms to the depth specified, and tamped and spaded to prevent honeycomb and until the top of the structure can be floated smooth and the edges rounded to the radius shown on the plans.

Contraction joints shall be placed at intervals of ten feet except where a lesser interval is required for closure, but no section shall be less than four feet in length.

Contraction joints shall be created while the concrete is still plastic by using a grooving tool or by inserting a premolded filler strip, or a groove may be saw cut into the concrete soon after it has hardened. Curb with irregular cracks due to late contraction joint construction will not be accepted.

Expansion joints shall be constructed at all radius points and at other locations indicated on the plans. They shall be located at intervals of 500 feet between other expansion joints, or ends of a run. The joint shall be 1/2 inch in width.

The forms shall be removed within twenty-four (24) hours after the concrete has been placed, and minor defects then filled with mortar composted of one (1) part of Portland Cement and two (2) parts of fine aggregate. Plastering shall not be permitted on the face of the curb; and all rejected curb, or header shall be removed and replaced without additional compensation. The curb top, face and/or header top shall be given a surface finish while the concrete is still green. A brush finish will be required unless noted otherwise; however, additional finishing may be required in areas considered too rough or with minor defects.

After the concrete has been rubbed smooth, it shall be rubbed again until a uniform color is produced, using a thin grout composed of one (1) part of Portland Cement and one (1) part of fine aggregate.

After concrete has set sufficiently, the spaces in front and back of the curb shall be refilled to the required elevation with suitable material, which shall be placed and thoroughly compacted in layers of not more than six (6) inches in thickness.

## END OF SECTION

# SECTION 02546 FINAL ASPHALTIC CONCRETE SURFACE COURSE

# PART 1 - GENERAL

#### 1.01 <u>SCOPE</u>

The work to be performed under this item shall include the selling, delivering and installing of final asphaltic concrete surface courses as herein specified.

#### 1.02 <u>REFERENCES</u>

Standards applicable in this Specification shall be:

- A. Florida Department of Transportation Standard Specifications for Road and Bridge Construction (Latest Edition).
  - 1. Section 300 Prime and Tack Coats for Base Courses. Subsections (1, 2.3, 3, 4, 5, 7).
  - 2. Section 320 Hot Bituminous Mixtures Plant, Methods and Equipment. Subsections (1, 2.1, 2.5 to 2.13, 3, 4, 5).
  - 3. Section 330 Hot Bituminous Mixtures General Construction Requirements. Subsections (1, 3 to 13).
  - 4. Section 334 Type S-1 or SP-12.5, Asphaltic Concrete.

#### 1.03 <u>SUBMITTALS</u>

- A. Manufacturer's Data Prior to fabrication or installation of the final asphaltic concrete surface course, the Contractor shall furnish to the Engineer, for review and approval the following:
  - 1. Certification from the manufacturer that their plant meets the requirements of Section 320 above.
  - 2. Formula for job mix.

## PART 2 - MATERIALS

## 2.01 TACK COAT

Unless otherwise specified by the Engineer, the material used for the tack coat shall be Emulsified Asphalt, Grade RS-2, Section 300-2.3 F.D.O.T. Standard Specification for Road and Bridge Construction.

#### 2.02 FINAL ASPHALTIC SURFACE COURSES

The material used shall be Type S-III or SP-9.5 asphaltic concrete conforming to Section 334 of the F.D.O.T. Standard Specifications for Road and Bridge Construction.

#### **PART 3 - EXECUTION**

#### 3.01 <u>CLEANING SURFACES</u>

Prior to the laying of the surface courses, the surface of the pavement or base to be covered shall be cleaned of all loose and deleterious material by the use of power brooming or hand brooming where necessary. All such material shall be collected and disposed of by the Contractor.

#### 3.02 PATCHING AND LEVELING COURSES

Where a surface course is to be constructed on an existing paved surface which is irregular, said surface shall be brought to proper grade and cross section by the application of patching or leveling courses.

#### 3.03 <u>APPLICATION OF TACK COAT</u>

The material shall be heated to a suitable temperature and applied in a thin, uniform layer at a rate of between 0.02 and 0.08 gallons per square yard. The tack coat shall be applied sufficiently in advance of the surface course laying to permit drying but not so far in advance as to lose its adhesiveness as a result of being covered with dust. The tack coat shall be kept free from traffic until the surface course has been laid.

#### 3.04 TRANSPORTATION OF THE ASPHALT

The surface course shall be transported in tight vehicles previously cleaned of all foreign material. The inside surface of the truck bodies shall be only thinly coated with soapy water or an approved emulsion containing not over 5% oil. Kerosine, gasoline or similar products shall not be used. After coating and before loading, the truck bodies shall be raised and drained of all excess liquids.

#### 3.05 INSTALLATION OF FINAL ASPHALTIC CONCRETE SURFACE COURSE

Prior to final acceptance, or as directed by the Engineer, the Contractor shall install a 1-inch layer of Type S-1 Final Asphaltic Concrete Surface course over the entire street width as directed by the Engineer. A leveling course as indicated

on the storm drainage plan sheets shall be placed prior to the final asphaltic concrete surface course under this item. All other placement of pavement shall be as shown on the "Restoration Detail" for non state-owned public pavement.

Mechanical spreading and screeding equipment shall be of an approved type that is self-propelled and can be steered. It shall be equipped with a receiving and disbursing hopper and a mechanical screed or strike-off member capable of adjustment to regulate the depth of material being spread. Tandem Type 5 to 12 ton steel- wheeled rollers shall be used for sealing. Self- Propelled, pneumatictired traffic rollers equipped with at least 7b smooth tread, low pressure tires, having a total weight of 6 to 10 tons shall be used for final rolling.

### 3.06 FIELD QUALITY CONTROL

The final surface course of all pavements will be required to be checked by a rolling straightedge. The finished surface shall not vary more than 3/16 inch from the straightedge applied parallel to the centerline of the pavement. The straightedge shall have an effective length of 15 feet.

# SECTION 02570 MILLING OF EXISTING ASPHALT PAVEMENT

# PART 1 - GENERAL

## 1.10 <u>SCOPE</u>

The work specified in this Section consists of removing existing asphaltic concrete pavement by milling to improve the rideability of the finished pavement, to lower the finished grade adjacent to existing curb prior to resurfacing, or to completely remove existing pavement.

When milling to improve rideability, an average depth of cut will be specified in the plans.

Unless otherwise specified, the milled material becomes the property of the Contractor.

#### 1.02 <u>REFERENCES</u>

Florida Department of Transportation - Standard Specification for Road and Bridge Construction (Latest Edition)

### PART 2 - EQUIPMENT

## 2.01 MILLING MACHINE

The milling machine shall be capable of maintaining a depth of cut and cross slope that will achieve the results specified in the plans and specifications. The overall length of the machine (out to out measurement excluding the conveyor) shall be a minimum of 18 feet. The minimum cutting width shall be six feet.

The milling machine shall be equipped with a built-in automatic grade control system that can control the transverse slope and the longitudinal profile to produce the specified results.

Any commercially manufactured milling machine meeting the above requirements will be approved to start the project. If it becomes evident after milling has started that the milling machine cannot consistently produce the specified results, the milling machine will be rejected for further use.

When milling to lower the grade adjacent to existing curb or other areas where it impractical to use the above described equipment, the use of a smaller milling machine will be permitted.

The milling machine shall be equipped with means to effectively limit the amount of dust escaping the removal operation. For complete pavement removal, the use of alternate

removal and crushing equipment, in lieu of the equipment specified above, may be approved by the Engineer.

# PART 3 - EXECUTION

# 3.01 <u>CONSTRUCTION</u>

When milling to improve rideability, the existing pavement shall be removed to the average depth specified in the plans, in a manner that will restore the pavement surface to a uniform cross section and longitudinal profile. The Project Engineer may require the use of a stringline to ensure maintaining the proper alignment.

The contractor may elect to make multiple cuts to achieve the required pavement configuration or depth of cut.

The milling machine shall be operated to effectively minimize the amount of dust being emitted from the machine. Prewetting of the pavement may be required.

If traffic is to be maintained on the milled surface prior to the placement of the new asphaltic concrete, the pattern of striations shall be such as to produce an acceptable riding surface.

Prior to opening an area which has been milled to traffic, the pavement shall be thoroughly swept with a power broom or other approved equipment to remove to the greatest extent practicable, fine material which will dust under traffic. This operation shall be conducted in a manner so as to minimize the potential for creation of a traffic hazard and to minimize air pollution.

Sweeping of the milled surface with a power broom will be required prior to placing asphaltic concrete.

In urban and other sensitive areas where dust would cause a serious problem, the Contractor shall use a street sweeper (using water) or other equipment capable of removing and controlling dust. Approval of the use of such equipment is contingent upon its demonstrated ability to do the work.

To prevent, to the greatest extent practicable, the infiltration of milled material into the storm sewer system when the milling operation is within the limits of and adjacent to a municipal curb and gutter or a closed drainage system, the sweeping operation shall be performed immediately after the milling operations or as directly by the Engineer.

# SECTION 02574 PAVEMENT REMOVAL AND REPLACEMENT

# PART 1 - GENERAL

# 1.01 WORK INCLUDED

- A. Work included under this Section consists of cutting, removing, protecting and replacing existing pavements of the various types encountered, roadways, driveways, sidewalks, curb and combination curb and gutter.
- B. Protection of Existing Improvements: The Contractor shall be responsible for the protection of all pavements, sidewalks and other improvements within the work area. All damage to such improvements, as a result of the Contractor's operations, beyond the limits of the work of pavement replacement as described herein, shall be repaired by the Contractor at his expense.

# **PART 2 - PRODUCTS**

# 2.01 MATERIALS

Materials, including limerock, bituminous prime and tack coat, and asphaltic concrete for the above work shall meet the requirements established therefore by the FDOT Specifications.

- 1. Limerock shall be Miami or Ocala Limerock.
- 2. Bituminous prime coat material shall be cutback asphalt Grade RC-70.
- 3. Bituminous tack coat material shall be emulsified asphalt Grade RS-2.
- 4. Asphaltic concrete shall be Type S-III

# **PART 3 - EXECUTION**

## 3.01 <u>PREPARATION</u>

*Pedestrian or school crossings*: Where the work crosses or interferes with school or pedestrian crossings, extreme care shall be taken by the contractor to insure the safety of school children or other pedestrians.

## 3.02 PERFORMANCE

# A. Removals:

- 1. *Pavement Removal*: Where existing pavement is to be removed, the surfacing shall be mechanical saw cut prior to trench excavation, leaving a uniform and straight edge, with minimum disturbance to the remaining adjacent surfacing. The width of cut for this phase of existing pavement removal shall be minimal.
- 2. *Sidewalk, Drive, and Curb Removal*: Concrete sidewalks, curbs, combination curb and gutter, walks, drive ribbons, or driveways shall be removed by initially sawing the structure, with a suitable power saw, as specified above for pavement. When a formed joint in the concrete exists within 3 feet of the proposed saw cut and parallels the proposed saw cut, the removal line shall be extended to the formed joint. After sawing, the material shall be removed.
- B. Restorations:
  - 1. *General*: Street or roadway pavement cut and removed in connection with trench excavation shall be replaced or restored in equal or better condition than the original and as shown on the Drawings. The Drawings indicate minimum requirements.
  - 2. *Pavement Restoration Asphalt*:
    - Limerock base course shall be compacted for its full thickness to not less than 98 percent of maximum density as determined by AASHTO T-180.
    - b. Construction methods and equipment shall generally meet the requirements therefore as established in the FDOT Specifications, but shall be modified to meet the relatively narrow strip construction conditions. Any such modifications shall be approved by the Engineer prior to their use.
    - c. Joints with existing surface and base shall be straight and neat. If necessary to obtain a straight net joint, the Contractor shall cut out sufficient existing material and replace it with new material.
    - d. The upper surface of the completed base course shall be compacted to an elevation to permit the full depth of the surface course to be of the pavement surface. The completed surface shall match the line and grade of the existing surface. When pavement is removed to the edge of the roadway, the replaced base course shall extend not less than 6-inches beyond the edge of the surfacing constructed without deviating from the grade
  - 3. *Driveway Restoration Asphalt*: Driveway pavement with limerock base cut and removed in connection with trench excavation shall be replaced or restored as specified above for street or roadway pavement, except the new limerock base course shall equal the existing base course in thickness, except that in no case shall new driveway base course be less than 6-inches in

thickness. Muck or unsuitable material found under existing driveway construction will not be removed and replaced.

- 4. Concrete, Sidewalk, Walkway, Driveway Ribbon and Curb Restoration.
  - a. Concrete sidewalks, walkways, driveways, driveway ribbons and curbs required to be removed for the installation of facilities under this Contract shall be restored. Class B concrete shall be used in all cases.
  - b. Replaced portions of these items shall conform to the lines, grades and cross sections of the removed portions. Concrete sidewalks and walkways shall be of 4-inch thickness; concrete driveways and driveway ribbons shall be 6-inch thickness. Replaced concrete curb and/or gutter shall joint neatly to the remaining section.
- 5. *Pavement Restoration Concrete*: Rigid pavement shall be replaced in kind with Class B concrete, using high early strength cement.

# SECTION 02580 PAVEMENT MARKINGS

# PART 1 - GENERAL

### 1.01 WORK INCLUDED

A. The work included in this Section consists of applying pavement markings as required to restore disturbed pavement areas. Work shall adhere to all City and FDOT standards.

#### 1.02 <u>RELATED REFERENCES</u>

- A. All markings shall conform to the requirements of the Manual of Uniform Traffic Control Devices, and FDOT Roadway and Traffic Design Standards.
- B. Thermoplastic shall conform to the requirements of the Florida D.O.T. Standard Specifications for Road and Bridge Construction (Section 711) latest edition.

## PART 2 - PRODUCTS

#### 2.01 THERMOPLASTIC

A. All markings to be Alkyd thermoplastic only.

#### 2.02 <u>TEMPORARY MARKINGS</u>

A. Temporary markings on final asphalt shall be only for backed construction tape. Lower asphalt lifts may be marked with paint or any other approved marking material.

#### 2.03 REFLECTIVE PAVEMENT MARKERS (RPM'S)

A. RPM'S shall meet FDOT Class B Specifications, and shall be installed per Palm Beach County Typical T-3-89-004-PS.

## **PART 3 - EXECUTION**

3.01 <u>APPLICATION</u>

- A. Thermoplastic shall not be installed on roadway until five (5) calendar days after final lift of asphalt has been completed, with the exception of friction course which shall be thirty (30) days.
- B. If existing marking material is not compatible with Alkyd thermosplastic, it shall be removed prior to installation of new markings.

# SECTION 02934 SODDING

# PART 1 - GENERAL

# 1.01 <u>SCOPE</u>

Provide all labor, materials and equipment necessary for complete sodding of areas affected by construction and not within the area covered by the Landscaping Plans. This shall include, but not be limited to: liming, fertilizing, sodding, necessary barriers, tests and all incidentals to make the work complete.

## 1.02 WORK INCLUDED

- A. Testing of topsoil.
- B. Raking and leveling topsoil as required for sodding.
- C. Liming and fertilizing of topsoil.
- D. Laying and rolling of sod.
- E. Maintaining sod.

# Part 2 - PRODUCTS

## 2.01 <u>MATERIALS</u>

- A. Fertilizer:
  - 1. Fertilizer shall be commercial fertilizer, as manufactured by International Chemical Company or approved equal.
  - 2. Said fertilizer shall have a 10-20-6 N.P.K. content and contain a minimum of 60 percent of organic material.
  - 3. It shall be delivered at the site in the original sealed containers.
- B. Sod:
  - 1. The sod shall be as grown by a certified turf nursery and CONTRACTOR shall inform ENGINEER as to the source of the sod to be utilized prior to ordering and delivery of sod.

- 2. Sod shall be furnished and installed in rectangular sod strips measuring 12 to 16-inches in width of standard lengths of not less than 2 feet and delivered on pallets.
- 3. After the preparation of the areas to be sodded has been approved by ENGINEER sod all previously sodded areas where no permanent construction exists. Supply and install sod which is equal to or approved equal to sod which exists at the project site. As a minimum, Type No. 1 sod composed of grasses grown from a Bahia Seed mixture shall be used for stabilization of final grade.
- 4. St. Augestine Floratam Sod shall be placed in areas that will be or are irrigated. Bahia sod shall be placed in areas not irrigated.

# PART 3 - EXECUTION

# 3.01 INSTALLATION

- A. These areas shall be fine graded to achieve the finished subgrade after compaction which shall be obtained by rolling, dragging or by an approved method which obtains an equivalent compaction to that produced by a hand roller weighing from 75 to 100 pounds per foot of width. All depressions caused by settlement or rolling shall be filled with additional existing or furnished topsoil and regraded and prepared as specified above until it presents a reasonably smooth and even finish at the required sod sub-grade.
- B. All sod furnished shall be living sod containing at least 70 percent of thickly matter grasses as specified and free from noxious weeds.
- C. No broken pads or torn or uneven ends will be accepted. Standard size sections of sod shall be strong enough to support own weight and retain their size and shape when suspended vertically with a firm grasp on the upper 10 percent of the section. Sod shall not be harvested when its moisture content (excessively wet or dry) may adversely affect its survival.
- D. Sod shall be harvested, delivered, and installed within a period of 36 hours. Sod not installed within this time period shall be subject to inspection and rejection by ENGINEER, and shall be removed from the side and a fresh sod supply shall be furnished at no extra cost to OWNER.
- E. The topsoil shall not be moist at time of installation; however, it shall contain sufficient moisture so as not be powdery or dusty, both as determined by the supplier's representative.
- F. The overlapping of existing lawn with new sod along limit of work lines will not be permitted. Sod shall be laid in strips, edge to edge, with the lateral joints staggered. All minor or unavoidable openings in the sod shall be closed with sod plugs or with

topsoil, as directed by ENGINEER. However, sod laid with joints determined to be too large shall be lifted and 43-laid as specified herein at no extra cost to OWNER.

- G. Immediately after the sod is laid, the sod shall be watered thoroughly by hand or mechanical sprinkling until the sod and at least 2-inch of the top soil bed have been thoroughly moistened.
- H. CONTRACTOR shall be responsible to furnish his own supply of water to the site at no extra cost. If possible, OWNER shall furnish CONTRACTOR, upon request, with a source and supply of water. Contractor shall apply for temporary meter and pay Owner for water used at current utility billing rates. However, if OWNER' water supply is not available or not functioning, CONTRACTOR shall be responsible to furnish adequate supplies at his own cost. All work injured or damaged due to the lack of, or the use of too much water, shall be CONTRACTOR's responsibility to correct.

# 3.02 <u>MAINTENANCE</u>

- A. Maintain the entire sodded areas until final acceptance at the completion of the Contract. Maintenance shall include watering as specified, weeding and removal of stones which may appear. All bare or dead spots which become apparent shall be properly prepared, limed and fertilized, and resodded at CONTRACTOR's expense as many times as necessary to secure a good growth. In the event that the sod installation is not accepted by ENGINEER, the entire area shall be maintained and cut by CONTRACTOR until final acceptance of the sod installation.
- B. Take whatever measures are necessary to protect the sod while it is developing. These measures shall include furnishing or warning signs, barriers, or any other necessary measures of protection.

## END OF SECTION

# **SECTION 03300**

# CONCRETE

# PART 1 GENERAL

### 1.01 WORK INCLUDED

- A. This section covers all work necessary for providing, testing and placing ready mix concrete.
- B. See CONDITIONS OF THE CONTRACT and Division 1, GENERAL REQUIRE-MENTS, which contain information and requirements which apply to the Work specified herein and are mandatory for this project.

## 1.02 RELATED WORK SPECIFIED ELSEWHERE

Not Used.

#### 1.03 REFERENCE STANDARDS, CODES AND SPECIFICATIONS

- A. ACI 214 "Recommended Practice for Evaluation of Compressive Test Results of Field Concrete".
- B. ACI 318 "Building Code Requirement for Reinforced Concrete".
- C. ASTM C31 "Standard Method for Making and Curing Concrete Compressive and Flexure Test Specimens in the Field".
- D. ASTM C33 "Standard Specification for Concrete Aggregates".
- E. ASTM C94 "Standard Specification for Ready-Mix Concrete".

#### 1.04 <u>SUBMITTALS</u>

- A. Submittals shall be in accordance with Section 01300 Submittals and shall include the following:
  - 1. Concrete mix designs and trial mix laboratory reports.
  - 2. Manufacturer's certification of admixtures.
  - 3. Contractor's schedule and sequence of placement.
  - 4. All Test Results.
  - 5. Drawings showing locations of construction joints.

#### 1.05 QUALITY ASSURANCE

- A. Submit certificates of mill reports on all foreign cements for review by ENGINEER before batching concrete.
- B. Secure the services of a reputable manufacturer for counseling regarding the use of any specified admixture.
- C. The ENGINEER shall have access to and have the right to inspect all batch plants, cement mills, and supply facilities of suppliers, manufacturers, subcontractors, and contractors providing products included in these Specifications. Batch plants shall have current certification that all weighing scales have been tested and are within the tolerances as set forth in the National Bureau of Standards Handbook No. 44.

# 1.06 <u>CERTIFICATION</u>

A. Submit batch delivery tickets to the ENGINEER in compliance with and in accordance to ASTM C94.

# 1.07 TESTING

- A. Performed by an acceptable Engineering Laboratory at OWNER's expense. CONTRACTOR shall assist in the collection of samples. Any retests shall be at CONTRACTOR's expense within the Scope of the Contract.
- B. Criteria:
  - 1. Each test: not less than 5 cylinders; retain one after 28 days.
  - 2. One test for every 50 consecutive cubic yards of concrete cast.
  - 3. Furnish ENGINEER with 4 certified copies of tests made of 2 prior to form removal, 2 at 28 days and 1 hold.

## C. Questionable strength of in-place concrete:

- 1. Additional tests may be ordered by the ENGINEER.
- 2. Execute the core tests in accordance with ASTM C42 procedure.
- 3. Costs of additional tests showing strength of in-place concrete conforming to design criteria are the responsibility of the OWNER.
- 4. Costs of additional tests showing noncompliance with the design criteria are the responsibility of the CONTRACTOR.
- 5. Additional items at CONTRACTOR's expense:
  - a. Provide load tests as directed by the ENGINEER.
  - b. Reinforce structure as directed or remove and replace all under strength concrete structure in place.

# PART 2 PRODUCTS

# 2.01 <u>MATERIALS</u>

## A. <u>Cement</u>

Portland cement Type I or Type II conforming to ASTM C 150. In addition, the tricalcium aluminate content of Type I cement shall not exceed 12 percent.
 Type I or Type II cement, at the Contractor's option, may be used for nonhydraulic structures.

3.Type II cement or Type I cement, in combination with pozzolan (fly ash) as hereinafter specified, shall be used for all hydraulic structures and sanitary sewers.

- B. <u>Water</u>: potable, salt free.
- C. <u>Fine Aggregate</u>: salt free and clean, conforming to ASTM C33.
- D. <u>Coarse Aggregate</u>: salt free and clean, conforming to ASTM C33, maximum size 3/4-inch.
- E. <u>All aggregates</u>: quarried/mined in fresh water only.

## 2.02 <u>MIXES</u>

- A. Fillets, thrust blocks, sidewalks, curbs and miscellaneous slabs on grade.
  - 1. 28 day compressive strength: 3000 p.s.i.
  - 2. Admixture: As required below, use only specified product.
  - 3. Slump: 5 inches,  $\pm 1$  inch.
  - 4. Air content (ASTM C 231): 4 to 6 percent.
- B. Structural and precast concrete:
  - 1. 28 day compressive strength: 4000 p.s.i., minimum, or as illustrated on the Drawings.
    - a. Strengths noted on the Drawings take precedence over herein specified amounts.
  - 2. Water-cement ratio:  $w/c \pm 0.4$ .
  - 3. Slump: 5 inches,  $\pm 1$  inch.
  - 4. Air Content (ASTM C231): 4 to 6 percent.
  - 5. Admixture: As required below, use only specified products.
- C. Pavement:
  - 1. 28 day compressive strength: 3000 p.s.i.
  - 2. Water-cement ratio:  $w/c \pm 0.4$ .
  - 3. Slump: 5 inches,  $\pm 1$  inch.
  - 4. Air Content (ASTM C231): 4 to 6 percent

- 5. Admixture: As required below, use only specified products.
- D. Flowable Fill
  - 1. Cement: 50 to 100 lbs/Cy.
  - 2. Pozzolan (Flyash): 0 to 600 lbs/Cy.
  - 3. Fine Aggregate: 2750 lb/Cy.
  - 4. Water: 500 lbs/Cy. (Maximum)

# 2.03 ADMIXTURES

- A. Air-Entraining
  - 1. Provide air-entraining admixture in all concrete. Admixture shall conform to ASTM C 260, except it shall be nontoxic after 30 days and shall contain no chlorides. Furnish manufacturer's compliance statement for these requirements.
- B. Water-Reducing
  - 1. All concrete shall contain a water-reducing admixture. The admixture shall conform to ASTM C 494, Type A or Type D, except it shall contain no chlorides, shall be nontoxic after 30 days, and shall be compatible with the air-entraining admixtures. The amount of admixture added to the concrete shall be in accordance with the manufacturer's recommendations. Furnish a compliance statement that the admixture used satisfies all requirements of this Specification.

- C. Pozzolan (Fly-Ash)
  - 1. The pozzolan to be used in combination with Type I cement, as previously F fly ash conforming to ASTM C 618 and furnish test data confirming that the fly ash in combination with the cement to be used meets all strength requirements, is compatible with air-entraining agents and other additives, and provides increased sulfate resistance equivalent to or better than Type II cement.

# 2.04 BONDING AGENT

- A. Product shall be recommended by manufacturer as suitable to meet job requirements with regard to surface, pot life, set time, vertical or horizontal application, forming restrictions, etc. Furnish manufacturer's specific instructions for this job application, and obtain ENGINEER's review prior to purchase.
- B. Bonding agent shall be Sikastix 370 as manufactured by Sika Corporation, or equal.

# 2.05 EVAPORATION RETARDANT

A. Evaporation retardant shall be used where specified to retard rapid evaporation of bleeding water from exposed concrete. The evaporation retardant may be used with or without fluorescent color tint which shall disappear completely upon drying. It shall be sprayed onto the surface of fresh concrete immediately after screeding to react with surface moisture and shall be reapplied after smoothing the surface with a bull float to ensure a continuous, compacted monomolecular layer. The evaporation retardant shall be CONFILM, as manufactured by Master Builders, Inc., or equal.

# 2.06 CURING COMPOUNDS

- A. Normal placement without special finish; approved products:
  - 1. Master Builders Company: "Masterseal".
  - 2. Sonneborn-Contech: "Kure-N'Seal".

# PART 3 EXECUTION

# 3.01 EXAMINATION

A. Place no concrete until all reinforcing steel, pipes, inserts, sleeves, conduits, etc., have been set in place and reviewed by the ENGINEER. Notify the ENGINEER of scheduled pours 24 hours prior to placement.

# 3.02 PLACING

A. Placement shall conform to the requirements and recommendations of ACI 304 and ACI 318, except as modified herein.

- B. Place concrete as soon as possible after leaving mixer, without segregation or loss of ingredients, without splashing forms or steel above, and in layers not over 1.5 feet deep. The vertical free fall drop to final placement shall not exceed that hereinafter specified.
- C. Place concrete expeditiously in clean forms that are not hot to the touch; spray forms with water just prior to placing concrete. Before placing concrete directly against earth, install vapor barrier to prevent water absorption, secure reinforcement in position, inspect, and approve before placing concrete. Do not rest runways for transporting concrete on the reinforcing steel. Deposit concrete as nearly as practical in final position; and, do not allow concrete to drop freely more than 5 feet. Place all concrete during daylight, unless otherwise authorized. Where reinforcing steel above the top of the cast is coated with concrete while placing below, remove all concrete from such reinforcing steel after the placing is complete and prior to the next cast.
- D. Place slabs-on-grade carefully to avoid damages to the vapor barrier.
  - E. When placing concrete, use of aluminum pipe or other aluminum conveying devices will not be permitted.
  - F. Before depositing concrete, remove debris from the space to be occupied by the concrete. Prior to placement of concrete, dampen gravel fill under slabs on ground, dampen sand where vapor barrier is specified, and dampen all wood forms. Reinforcement shall be secured in position and acceptable to the ENGINEER before concrete is placed. Conform to ACI 304 and ACI 318 and to other requirements needed to obtain the finishes specified.

# 3.03 PUMPING CONCRETE

- A. Pumping of concrete will be permitted with the ENGINEER's approval. If, in the ENGINEER's opinion, the pumped concrete does not produce satisfactory end results, the CONTRACTOR shall discontinue the pumping operation and proceed with the placing of concrete using conventional methods.
- B. Minimum Pumping Equipment Requirements
  - 1. The CONTRACTOR shall have a standby pump, conveyor system, crane and concrete bucket, or other system acceptable to the ENGINEER, on the site during pumping, in order to provide adequate redundancy to assure completion of the concrete placement without cold joints in the event of breakdown of the primary placing equipment.
  - 2. The minimum diameter of the hose (conduit) shall be 4 inches.
  - 3. Pumping equipment and hoses (conduits) that, in the opinion of the ENGINEER, are not functioning properly, shall be replaced.

- 4. Aluminum conduits for conveying the concrete shall not be used.
- C. Pumped concrete field quality control samples for slump, test cylinders and shrinkage specimens will be taken at the placement (discharge) end of the line.

# 3.04 REMOVAL OF WATER

A. Unless the tremie method for placing concrete is specified, remove all water from the space to be occupied by the concrete.

# 3.05 CONSOLIDATION

- A. Consolidate concrete in layers by internal vibrating equipment, supplemented by hand rodding and tamping as required. Do not use vibrators to move the concrete laterally inside the forms.
- B. Maintain internal vibrators at speed of at least 5000 impulses per minute when submerged in concrete. Maintain at least 1 spare vibrator in working condition at site at all times.
- C. Limit duration of vibration to time necessary to produce satisfactory consolidation without causing segregation. In no case more than 15 seconds per square foot of exposed surface. Move the vibrator constantly and place in each specific spot only once.

## 3.06 PLACING CONCRETE IN HOT WEATHER

- A. Prepare concrete aggregates, mixing water, and other ingredients; place concrete; cure; and protect in accordance with the requirements of ACI 305. Provide special admixtures and special curing methods required by other paragraphs in this section even though not required by ACI 305 and ACI 318. Water-reducing and/or set-retarding admixtures shall be used in such quantities as recommended by the manufacturer to assure that the concrete is workable, and placement lift lines will not be visible in the architectural concrete finishes.
- B. Every effort shall be made to maintain a concrete temperature below 90 degrees F at time of placement. Ingredients may be cooled before mixing to prevent excessive concrete temperature.
- C. Provisions may be made for windbreaks, shading, fog spraying, sprink-ling or wet cover, when necessary.
- D. Apply evaporation retardant as herein specified and in strict conformance with manufacturer's written instructions.

# 3.07 PLACING CONCRETE IN COLD WEATHER

A. Do not place concrete when the ambient temperature is below 40 degrees F, or approaching 40 degrees F and falling, without special protection as approved by the ENGINEER. No concrete shall be placed against frozen earth or ice, or against forms and reinforcement with frost or ice present.

# 3.08 JOINTS

- A. Construction joints:
  - 1. Locate as illustrated on the Drawings and as reviewed by the ENGINEER for slabs.
  - 2. Key joints.
  - B. Construction joints shall be as specified in Section 03251 Expansion and Construction Joints.

# 3.09 BONDING TO OLD CONCRETE

A. Coat the contact surfaces with bond agent specified hereinbefore. The method of preparation and application of the bonding agent shall conform to the manufacturer's printed instructions and recommendations for specific application for this project. Obtain this recommendation in writing from the manufacturer's representative.

# 3.10 CURING

- A. Begin curing of concrete as soon as practicable after placing, but not more than 3 hours thereafter.
- B. Continue curing of the structural elements immediately after removal of forms.
- C. Apply curing compounds as specified.
  - D. Water curing methods are preferred for all water retaining structures in lieu of application of curing compounds.

Cure concrete by keeping the surface continuously wet for 7 days where normal Portland cement is used, or 3 days where high-early strength Type III cement is used. Subject to approval by the ENGINEER, one of the following methods shall be followed:

# WALLS

- 1. Concrete forms shall be left in place and kept sufficiently damp at all times to prevent opening of the joints and drying of the concrete.
- 2. Exposed surfaces shall be continuously sprinkled.

# SLABS AND CURBS

- 1. Protect surface by ponding; or
- 2. Cover with burlap or cotton mats kept continuously wet; or
- 3. Cover with 1-inch layer of wet sand, earth, or sawdust, and keep continuously wet; or
- 4. Continuously sprinkle the exposed surface; or
- 5. Spray surface with curing compound and when hard enough to sustain foot traffic on same day as pour, lay sprinkler hoses and cover with Visqueen sheets. Keep enough water from sprinkler hoses to keep surface of slab under Visqueen wet for full cure period; or
- 6. Other agreed upon method that will insure that moisture is present and uniform at all times on the entire surface of the slab.

# 3.11 PATCHING

- A. Immediately after stripping forms, patch all defective areas with non-shrink non-metallic grout. Grout after curing shall match color of adjacent concrete. Patch defects as specified below or as designated by the ENGINEER. Clean, dampen, and fill all the holes with patching mortar.
  - 1. Major defective areas, as judged by the ENGINEER, including those resulting from the leakage of forms, excessive honeycombs, large bulges, and large offsets at form joints: chip away to a depth of at least 1/4 inch; and, the surfaces that are to be patched coat with an epoxy-polysulfide adhesive. Press non-shrink, non-metallic grout in for a complete bond and finish to match adjacent areas.
  - 2. Minor defective areas, as judged by the ENGINEER, including honeycombs, air bubbles, holes resulting from removal of ties and those resulting from leakage of forms: patch with non-shrink grout without resorting to chipping. Minor bulges and offsets at form joints: finish as specified herein below.

# 3.12 CONCRETE WALL FINISHES

# A. Type W-1

1. All snap-tie holes shall be filled with non-shrink, non-metallic grout. All projections shall be KNOCKED OFF. Also all honeycomb areas and rock pockets shall be patched. Small air holes do not require patching.

# B. Type W-2

1. All snap-tie holes shall be plugged with non-shrink, non-metallic color matched grout that has been approved by ENGINEER. GRIND OFF projections, fins, and

rough spots. Repair all other defects such as honeycomb areas, rock pockets, and rough spots which are a result of form release agent failure or other reasons with color matched non-shrink grout.

- C. Type W-3
  - 1. All snap-tie holes shall be plugged with non-shrink, non-metallic grout that has been approved by ENGINEER. GRIND OFF all projections, fins, and rough spots. Repair all defects as per type W-3. Apply a cementitious coating per Section 09900 Protective Coatings or stucco per Section 09200 Lath and Plaster as scheduled on the Drawings, or as specified in other sections.

# 3.13 CONCRETE SLAB FINISHES

- A. General
  - 1. The excessive use of "jitterbugs" or other special tools designed for the purpose of forcing the coarse aggregate away from the surface and allowing a layer of mortar to accumulate will not be permitted on any slab finish. The dusting of surfaces with dry materials will not be permitted. Slabs and floors shall be thoroughly completed by vibration. All edges of slabs and tops of walls shall be rounded off with a steel edging tool, except where a chamfered edge is indicated on the Drawings. Steel edging tool radius shall be 1/4-inch for all slabs subject to wheeled traffic.
- B. Type S-1 (Steel Troweled Finish)
  - 1. Finish by screeding and floating with straightedges to bring the surfaces to the required finish elevation shown on the Drawings. While the concrete is still green, but sufficiently hardened to bear a person's weight without deep imprint, it shall be wood floated to a true, even plane with no coarse aggregate visible. Sufficient pressure shall be used on the wood floats to bring moisture to the surface. After surface moisture has disappeared, the concrete shall be hand troweled to produce a smooth, impervious surface, free from trowel marks. An additional troweling shall be given the surface for the purpose of burnishing. The final troweling shall produce a ringing sound from the trowel. Dry cement or additional water shall not be used in troweling, nor will excessive troweling be permitted.
  - 2. The slab finish tolerances and slope tolerances and/or repairs shall be as hereinbefore specified. Floor flatness measurements will be made the day after a concrete floor is finished and before the shoring is removed, in order to eliminate any effects of shrinkage, curling, and deflection. The 10-foot long straightedge shall be supported at each end with steel gauge blocks whose thickness are equal to specified tolerance. Floor surface shall not have crowns so high as to prevent 10-foot straightedge from resting on these two end blocks, nor low spots so low that a third block of twice the tolerance in thickness can easily pass under the supported 10-foot straightedge.

- 3. Compliance with the designated limits in four of five consecutive measurements should generally be satisfactory unless obvious faults are observed. A check for adequate slope and drainage will also be made to confirm compliance with these specifications.
- C. Type S-2 (Wood float Finish)
  - 1. Slabs to receive fill and mortar setting beds shall be finished by screeding with straightedges to bring the surface to the required finish plane. Slab shall be wood floated to compact and seal surface. All laitance shall be removed and the surface left clean. Subject to approval of the ENGINEER, an acceptable aggregate revealing material may be used and laitance washed off when concrete has set.
- D. Type S-3 (Underside of Elevated Slab)
  - 1. When forming is removed, the underside of slab shall have all projection ground off, all rock pockets and honeycomb area defects repaired.
- E. Type S-4 (Exterior Broomed Finish)
  - 1. Finish concrete as specified for Type S-1 floor finish above, except the final troweling shall be omitted and the surface shall be finished by drawing a fine-hair broom lightly across the surface. All brooming shall be in the same direction and parallel to expansion joints, or, in the case of inclined slabs, perpendicular to the slope, except for a round roof slab, broom surface in radial direction.
- F. Type S-6 (Power Machine Finish)
  - 1. In lieu of hand finishing, the CONTRACTOR may use an approved power machine for finishing concrete floors and slabs in accordance with the directions of the machine manufacturer and as approved by the ENGINEER. The use of a power machine will not be allowed when the concrete has not attained the necessary set to allow finishing without introducing high and low spots in the slab. The first steel troweling for slab Type S-1 finish should be done by hand.

# 3.14 BEAM AND COLUMN FINISHES

# A. Type B-1

1. Knock off all fins and projections. Repair all rock pockets and honeycomb areas.

# B. Type B-2

- 1. Beams shall be ground to remove all form marks. Repair all rock pockets.
- C. Type B-3

- 1. Beams shall be ground to remove all form marks. Repair all rock pockets. Fill all air voids. Apply finishes as scheduled on the drawings.
- D. Type C-1
  - 1. Knock off all fins and projections. Repair all rock pockets and honeycomb areas.

E. Type C-2

- 1. Column shall be ground to remove all form marks. Repair all rock pockets.
- F. Type C-3
  - 1. Column shall be ground to remove all form marks. Repair all rock pockets. Fill all air pockets. Apply finishes as scheduled on the drawings.

# 3.15 FIELD QUALITY CONTROL

- A. Only ready mixed concrete in accordance with ASTM C94 will be accepted.
- B. Place all concrete within 1-1/2 hours after introduction of water to mix.
- C. Under no circumstances may additional water be added to mix.
- D. Discard unused concrete older than 1-1/2 hours. Retempering is prohibited.

END OF SECTION

# SECTION 16000 ELECTRICAL GENERAL REQUIREMENTS

# PART 1-GENERAL

## 1.01 RELATED DOCUMENTS

A. The general provisions of the Contract, including General Conditions, apply to all the work specified in the Electrical 16000 Sections.

## 1.02 LAWS, PERMITS, FEES AND NOTICES

A. Secure and pay all permits, fees and licenses necessary for the proper execution of the work. Submit all notices and comply with all laws, ordinances, rules and regulations of any public agency bearing on the work. Contractor shall be a licensed electrical contractor in the county of construction.

# 1.03 DEPARTURES

A. If any departures from the Contract Drawings or Specifications are deemed necessary, details of such departures and the reasons therefore shall be submitted as soon as practicable to the Engineer for advance written approval.

## 1.04 GUARANTEES

- A. Final Acceptance. Furnish written guarantee covering all materials, workmanship, labor and equipment for a period on one (1) year from the date of substantial completion as described in the Contract General Conditions.
- B. The Owner reserves the right to operate and use all materials and equipment failing to meet the requirements of the Contract Documents until such unacceptable materials and equipment are replaced or repaired to the satisfaction of the Engineer.

# 1.05 AS-BUILT INFORMATION

A. A set of "red-lined" electrical drawings shall be carefully maintained at the job site. Actual conditions are to be put on the drawings in red on a daily basis so the drawings will continuously show locations and routes of cable trays, conduits, pull-boxes, circuit numbers, and other information required by the Engineer.

### 1.06 JOB SITE VISIT

A. Visit the project site before submitting a bid. Verify all dimensions shown and determine the characteristics of existing facilities which will affect performance of the work, but which are not shown on drawings or described within the specifications.

## 1.07 CLEANUP

A. Maintain a continuous cleanup during the progress of the work and use appointed storage areas for supplies. The premises shall be kept free from accumulations of waste materials and rubbish.

## 1.08 CUTTING AND PATCHING

A. Cut and prepare all openings, chases and trenches required for the installation of equipment and materials. Repair, remodel and finish in strict conformance with the quality of workmanship and materials in the surroundings. Obtain written permission from the Engineer for any alterations to structural members before proceeding.

## 1.09 MAINTENANCE

A. Render all necessary measures to ensure complete protection and maintenance of all systems, materials, and equipment prior to final acceptance. Any materials or equipment not properly maintained or protected to assure a factory new condition at the time of final acceptance shall be replaced immediately at no additional cost to the Owner.

## 1.10 WATERPROOFING

A. Whenever any work penetrates any waterproofing, seal and render the work waterproof. All work shall be accomplished so as not to void or diminish any waterproofing bond or guarantee.

## 1.11 TESTS

A. Conduct an operating test of equipment prior to the Engineer's approval. The equipment shall be demonstrated to operate in accordance with the requirements of these Specifications. The tests shall be performed in the presence of the Engineer or an authorized representative. The electrical contractor shall furnish all instruments, electricity and personnel required for the tests.

## 1.12 SUMMARY OF ELECTRICAL WORK

- A. Provide all labor, materials, tools, supplies, equipment and temporary utilities to complete the work shown on the drawings and specified herein. All systems are to be completely installed and fully operational. Specifically the work includes, but is not necessarily limited to:
  - 1. Power service for Station 89.
  - 2. New control pump panel.
  - 3. Installation of RTU and pressure transmitters.
  - 4. Conduit and wire as indicated on plans.
  - 5. Grounding.
  - 6. Start-up testing and documentation.
  - 7. Lightning Protection.

#### 1.13 CODES AND STANDARDS

- A. General Applicable provisions of the following codes and standards and other codes and standards required by the State of Florida and local jurisdictions are hereby imposed on a general basis for electrical work ( in addition to specific applications specified by individual work sections of these specifications):
  - 1. U.L. : Electrical materials shall be approved by the Underwriters' Laboratories, Inc. This applies to materials which are covered by U.L. standards. Factory applied labels are required.
  - 2. National Electrical Code.
  - 3. OSHA: Standards of the Occupational Safety and Health Administration are to be complied with.
  - 4. NEMA: National Electrical Manufactures Association Standards are to be met wherever standards have been established by that agency, and proof is specifically required with material submittals for switchboards, motor control centers, panel boards, cable trays, motors, switches, circuit breakers, and fuses.
  - 5. ANSI: American National Standards Institute.
  - 6. NESC: National Electrical Safety Code.

# 1.14 ELECTRICAL TEMPORARY FACILITIES

- A. The electrical contractor shall include in his bid the cost of furnishing, installing, maintaining, and removing all materials and equipment required to provide temporary light and power to perform the work of all trades during construction and until work is completed.
- B. Safety
  - 1. All reasonable safety requirements shall be observed to protect workers and the public from shock and fire hazards. Ground fault interrupters shall be employed in accordance with codes.
  - 2. Ground wires are required in all circuits. Ground poles are required on all outlets. All metallic cases shall be grounded.
  - 3. Rain tight cabinets shall be used for all equipment employed in wet areas.

# 1.15 EXCAVATING FOR ELECTRICAL WORK

- A. General
  - 1. Excavation or drilling, backfill and repair of paving and grassing is to be in the bid of the electrical contractor. The actual work need not be performed by electrical trades. However, the electrical contractor is responsible for all excavation, drilling, dewatering, backfilling, tamping, and repair of pavements and grassing required in support of electrical work. All areas disturbed by electrical work shall be repaired to their original condition, or as indicated on the drawings.
- B. Coordination
  - 1. The electrical contractor must check for existing utilities before commencing any excavation or drilling.
  - 2. Contract drawings and other trades are to be consulted to avoid interferences with other utilities on this project.
  - 3. In the event of damage to existing utilities, the Engineer shall be immediately notified, and damage shall be immediately repaired.

- 4. The Owner is to be consulted to ascertain locations of existing interferences by referring to "As Built" drawings and Owner's experience. The excavations are to be scheduled at the Owner's convenience.
- C. Precautions
  - 1. The electrical contractor must take every reasonable precaution to avoid interferences. In the vicinity of a suspected interference, excavations shall be dug by hand.

# 1.16 ELECTRICAL SUBMITTAL

- A. Submittals for Approval
  - 1. Refer to Section 01300 Submittals for additional instructions on and this Section, the more stringent requirements shall apply.
  - 2. Shop Drawings and manufacturer's data sheets are required for all electrical materials.
  - 3. Submittals will not be accepted for partial systems. Submit all materials for each specifications section at one time. Submittals must be arranged, correlated, indexed and bound in orderly sets for ease of review.
  - 4. Samples are to be supplied for any substitute as requested by the Engineer.
  - 5. Submit shop drawings, manufacturer's data, and certifications on all items of electrical work prior to the time such equipment and materials are to be ordered. Order no equipment or materials without approval from the Engineer. Submittals will not be accepted for partial system submittals; submit all data at one time.
  - 6. Contractor shall be responsible for investigating existing systems or shop drawings in order to fully integrate the new equipment into the system. Adequate shop drawings may or may not exist for all existing systems.
- B. Operation and Maintenance Manuals
  - 1. Submit all manufacturer's service, installation and operation manuals, instructions and bulletins. These manuals shall be subject to review of the ENGINEER. If acceptable they shall be forwarded to the OWNER. If not acceptable they shall be returned to the CONTRACTOR for revision and resubmittal. Manuals shall contain but not be limited to the following:
    - a. Brief description of systems and basic features.
    - b. Manufacturer's name and model number for all components in the system.

List of local factory authorized service companies

- a. Operating instructions.
- b. Maintenance instructions.
- c. Trouble shooting instructions.
- d. Manufacturer's literature describing each piece of equipment.
- e. Power and control wiring diagrams.
- f. Parts Lists.

# 1.17 ELECTRICAL PRODUCTS

- A. Standard Products
  - 1. Unless otherwise indicated in writing by the Engineer, the products to be furnished under this specification shall be the manufacturer's latest design. Units of equipment and components of the same purpose and rating shall be interchangeable throughout the project. All products shall be newly manufactured. Defective equipment or equipment damaged in the course of installation or test, shall be replaced or repaired in a manner meeting with the approval of the Engineer at no additional expense to the Owner.
- B. Delivery, Storage, and Handling
  - 1. Deliver products to project properly identified with names, model numbers, types, grades, compliance labels and similar information needed for distinct identification; adequately packaged or protected to prevent deterioration during shipment, storage and handling. Store in a dry, well ventilated, indoor space, except where prepared and protected by the manufacturer specifically for exterior instructions for storage locations.
- C. Substitutions
  - 1. Comply with instructions in the Contract General Conditions and obtain preapproval of the engineer regarding substitutions.

## 1.18 ELECTRICAL IDENTIFICATION

A. Color Coding Conductor colors shall be in accordance with the N.E.C. and NFPA requirements. Refer also to applicable sections of these specifications. Three phase feeder and branch circuits shall be identified as follows:

120/240	277/480
A-Black	A-Brown
B-Red	<b>B-Orange</b>
C-Blue	C-Yellow

- B. Nameplates
  - 1. The following items shall be equipped with nameplates: All motors, motor starters, motor control centers, pushbutton stations, control panels, time switches, disconnect or relays in separate enclosures, receptacles, wall switches, high voltage boxes and cabinets. All light switches and outlets shall carry a phenolic plate with the supply Special Electrical systems shall be identified at junction and pull boxes, terminal cabinets and equipment racks.
  - 2. Nameplates shall adequately describe the function of the particular equipment involved. Nameplates for panel boards and switchboards shall include the panel designation, voltage and phase of the supply. For example, "Panel A, 277/480V, 3-phase, 4-wire." The name of the machine on the motor nameplates for a particular machine shall be the same as the one used on all motor starters, disconnect and P.B. station nameplates for that machine. Normal power nameplates shall be laminated phenolic plastic, white front and back with black core, with lettering etched through the outer covering; black engraved letters on white background. Lettering shall be 3/16 inch high at pushbutton stations, thermal overload switches, receptacles, wall switches and similar devices, where the nameplate is attached to the device plate. At all other locations, lettering shall <sup>1</sup>/<sub>4</sub> inch high, unless otherwise detailed on the Drawings. Nameplates shall be securely fastened to the equipment with No. 4 Phillips, round-head, cadmium plated, steel self-tapping screws or nickelplated brass bolts. Motor nameplates may be non-ferrous metal not less than 0.03 inch thick, die stamped. In lieu of separate plastic nameplates, engraving directly on device plates is acceptable. Engraved lettering shall be filled with contrasting enamel. Equipment nameplate schedule for all equipment shall be submitted with shop drawing submittal for Engineer's approval.
  - 3. All junction and splice boxes shall be labeled using permanent shipping tags attached to boxes; not covers.
- C. Wire and Cable Identification
  - 1. All wire and cable shall be identified at each termination point and at each pull box, splice box, junction box, or manhole. Provide permanent, waterproof, non-metallic (paper unacceptable) tags indicating the circuit number in 3/16 inch letters.
  - 2. Individual wires within equipment enclosures shall be identified using the equipment manufacturer's shop drawing wire numbers. Panel wire numbers

and terminal numbers shall agree. Wire markers shall be T&B shrink-kon HVM marker heat shrink system or an equal.

- D. Signs
  - 1. Warning signs shall comply with OSHA requirements and reasonable safety precautions.

END OF SECTION

16000-8

# SECTION 16050 BASIC MATERIALS AND METHODS

# PART 1-GENERAL

## 1.01 WORK INCLUDED

- A. The work covered by this section of the Specifications consists of furnishing all plant, labor, material and equipment, and in performing all operations necessary for the construction of the electrical work, complete and ready for use. The work shall include, but shall not be limited to the furnishing and installing of materials and equipment to provide a complete electrical system in strict accordance with the specifications, as shown on the drawings, and as is necessary and incidental to the proper operation of the electrical equipment described for the project. Omission of a special electrical item obviously necessary for the proper functioning of equipment shall not relieve the Contractor of the responsibility of furnishing the item as a part of the work.
- B. The Work shall include complete testing of all equipment and wiring at the completion of the Work and making any minor connection changes or adjustments necessary for the proper functioning of the systems and equipment. All workmanship shall be of the highest quality; substandard work will be rejected.
- C. It is the intent of these Specifications that the electrical system shall be suitable in very way for the service required. All material and all work which may be reasonably implied as being incidental to the Work of this Section shall be furnished within the Scope of the Contract.
- D. Like items provided hereunder shall be the end products of one manufacturer in order to achieve standardization for appearance, operation and maintenance.
- E. See CONDITIONS OF THE CONTRACT and Division 1, GENERAL REQUIREMENTS, which contain information and requirements that apply to the Work specified herein and are mandatory for this project.

## 1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. Section 13700 Process Instrumentation and Controls.
- B. Section 16000 Electrical General Requirements.

## 1.03 REFERENCE SPECIFICATIONS, CODES AND STANDARDS

- A. All work shall be in accordance with the latest edition of the National Electrical Code and all applicable national, local and state codes.
- B. All materials and installations shall comply with the applicable standards of the National Electrical Manufacturers Association (NEMA) and Underwriters' Laboratories (UL).
- C. It shall be the responsibility of the Contractor to install all work in conformance with all applicable codes to requirements of all authorities having jurisdiction and to the regulations of related utility companies.
- D. Any changes to the design to comply with these codes shall be included in the Bid.
- E. When a change is required, the Contractor shall send a copy of the change to the Engineer/Owner and indicate the reasons. In no case shall any change be made if the design exceeds the minimum requirements of these codes.
- 1.04 INTERPRETATION OF DRAWINGS
  - A. The Drawings are not intended to show exact locations of conduit runs.
  - B. Unless otherwise directed by the ENGINEER, conduit shown exposed shall be installed exposed; conduit shown concealed shall be installed concealed.
  - C. Where circuits are shown as "home-runs" all necessary fittings and boxes shall be provided for a complete raceway installation.
  - D. Harmonize the Work of the different trades so that interferences between conduits, piping, equipment and structural work will be avoided. All necessary offsets shall be furnished so as to take up a minimum space and all such offsets and fittings, required to accomplish this shall be furnished and installed within the Scope of the Contract. In case conflict develops, the ENGINEER'S and/or OWNER'S authorized representative will decide which equipment or piping, must be relocated, regardless of which was installed first.
  - E. The locations of electrical equipment and similar devices shown on the Drawings are approximate only. Exact locations shall be as accepted by the ENGINEER during construction. Vendor's approved shop drawings shall be used for dimensions of equipment. Obtain in the field all information relevant to the placing of electrical work and in case of any interferences with other work, proceed as directed by the ENGINEER and furnish all labor and materials necessary to complete the Work in a workmanlike manner.

- F. Circuit layouts shown are not intended to show the number of fittings, or other installation details. Furnish all labor and materials necessary to install and place in satisfactory operation all power and other electrical systems shown. Additional circuits shall be installed wherever needed to conform to the specific requirements of the equipment.
- G. All connections to equipment shall be made in accordance with the approved shop and setting drawings.

# 1.05 SUBMITTALS

- A. Submittals shall be made in accordance with Section 01300 Submittals.
- B. Submittals shall be made for all specified equipment and materials. Submittal data shall include but not be limited to catalog data, cut sheets, manufacturer's name and model number.
- C. No material or equipment shall be ordered or shop work started until the ENGINEER'S review of submittals has been completed.

# 1.06 QUALITY ASSURANCE

- A. Work under this Section shall be accomplished by persons skilled in performance of the required work. All work shall be done in a first class manner in keeping with conventions of the trade. Work under this Section shall be closely coordinated with work of other trades to avoid conflict and interference.
- B. The electrical subcontractor shall have experience in similar projects and shall employ a qualified supervisor with responsible experience in similar work who shall be in direct charge at all times.

## 1.07 DELIVERY, STORAGE AND HANDLING

- A. The Contractor shall use all means necessary to protect the materials and equipment of this Section before, during and after installation and to protect the installed work and material of all other trades. In the event of damage, immediately make all repairs and replacements necessary for the approval of the Engineer/Owner at no additional cost to the Owner.
- B. Electrical equipment shall at all times during construction be adequately protected against mechanical injury or damage by water. Electrical equipment shall not be stored out-of-doors. Electrical equipment shall be stored in dry permanent shelters. If any apparatus has been damaged, such damage shall be repaired by the CONTRACTOR at his own cost and expense. If any apparatus has been subject to possible injury by water, it shall be thoroughly dried out and put through such special tests as directed by the ENGINEER, at the cost and expense

of the CONTRACTOR, or shall be replaced by the CONTRACTOR within the Scope of the Contract.

### 1.08 WARRANTY

A. Provide warranties for all the electrical and instrumentation equipment in accordance with the requirements of Section 01740 – Warranties and Bonds.

## PART 2 – PRODUCTS

#### 2.01 MATERIALS

- A. The materials used in all systems shall be new, unused and as hereinafter specified. All materials where not specified shall be of the very best of their respective kinds. Samples of materials or manufacturer's specifications shall be submitted for review as required by the ENGINEER.
- B. Materials and equipment used shall be labeled and listed by UL or FM wherever standards have been established and label service is regularly furnished. All products shall conform with the applicable standards of NEMA and ANSI.

## 2.02 CONDUIT

- A. PVC conduit shall be rigid Schedule 80, sunlight resistant and used as per locations noted within these specifications unless otherwise noted, and shall be U.L. approved and comply with Federal Spec WC-1094 and NEMATC-1.
- B. Rigid galvanized steel (RGS) shall be heavy wall threaded, hot dipped galvanized inside and outside.
- C. Liquid tight flexible metal conduit (Flex) shall be galvanized steel inside and outside with moisture and oil proof PVC jacket extruded over the outside with a continuous copper ground under the jacket.
- D. PVC coated Rigid galvanized steel shall be Rob Roy, 2 MILS inside and 40 MILS outside. All fittings shall match.

## 2.03 CONDUIT CONNECTION

A. Conduit connections shall be nonmetallic, liquid tight strain relief connectors – straight, as manufactured by T&B or equal.

# 2.04 CABLE, WIRE AND CONNECTORS

- A. 600 Volt Power Wiring
  - 1. Cable shall be rated for 600 volts and shall meet the requirements below:
    - a. Conductors shall be stranded.
    - b. All wire shall be brought to the job in unbroken packages and shall bear the date of manufacturing; not older than 12 months.
    - c. Type of wire shall be THWN except where required otherwise by the contract drawings.
    - d. No wire smaller than No. 12 gauge shall be used unless specifically indicated.
    - e. Conductor metal shall be copper.
    - f. All conductors shall be meggered after installation and insulation must be in compliance with the National Electrical Code.
- B. Instrumentation and Control Cable
  - 1. Process instrumentation wire shall be 16 gauge twisted pair, 600 V., crosslinked polyethylene insulated, aluminum tape shielded, polyvinyl chloride jacketed, type "XLP" as manufactured by the American Insulated Wire Co., Eaton Corp. "Polyset" or equal. Multiconductor cables with individually shielded twisted pairs shall be installed where indicated.
  - 2. Multiconductor control cable shall be stranded 14 gauge, 600V., crosslinked polyethylene insulated with PVC jacket, type "XLP" as manufactured by the American Insulated Wire Co., Eaton Corp. "Polyset" or equal.

## 2.05 OUTLETS AND BOXES

- A. Outlets, junction boxes, conduits and pull boxes shall be of adequate size for the number of wires run into them. Pull boxes shall be installed where necessary and shall be placed in accessible location. All junction boxes and conduit fittings shall be cast of cadmium finished malleable iron.
- B. Where disconnects are installed outside, provide a 600V, 3-pole, nonfusible switch in a NEMA 4X, stainless steel enclosure.

- C. Switches shall be horsepower rated and as manufactured by the Square D Co., or equal.
- D. Auxiliary contacts shall be provided where required on plans.

# 2.06 SAFETY DISCONNECT SWITCH

- A. Fusible and non-fusible disconnect switches shall be heavy-duty, NEMA type H, quick-make, quick-break, visible blades, 600 volt, 3 pole with full cover interlock. Outside switches shall have copper Lugs.
- B. Where disconnects are installed outside, provide a 600v, 3-pole, non-fusible switch in a NEMA 4X, stainless steel enclosure.
- C. Switches shall be horsepower rated and as manufactured by the Square D Co., or equal.
- D. Auxiliary contacts shall be provided where required on plans.
- 2.07 TERMINATIONS AND SPLICES (600 VOLTS AND LESS)
  - A. Terminations of power cable shall be by means of U.L. approved connectors. All connectors shall meet U.L. 486B and shall be compatible with the conductor material.
  - B. Terminate all control and instrumentation cable with fork type compression lugs.
  - C. Splicing of power, control, or instrumentation wiring will not be allowed except by written approval of the Engineer. Where splicing is allowed, splices shall be made with approved compression connectors, and splices shall be made waterproof at outdoor locations.

## 2.08 BOXES

- A. Boxes for wiring devices (switches and receptacles) installed outdoors shall be weatherproof fiberglass with polycarbonate cover plates. Junction boxes shall be fibergalss with gasketed covers. All boxes shall be securely mounted plumb and level in readily accessible locations. Indoor boxes shall have stainless steel cover plates.
- B. Unless otherwise indicated, all outdoor junction boxes and pull boxes shall be NEMA 4X stainless steel or fiberglass.

# 2.09 AUXILIARY GUTTERS

- A. Gutters shall be provided per NEC Article 374.
- B. Minimum gauge steel shall be 12. Gutters shall be painted with one prime coat and two finish coats. Final coats shall match other electrical enclosures.
- C. Submit shop drawings for all gutters.

## 2.10 MOUNTING AND SUPPORTING ELECTRICAL EQUIPMENT

- A. Furnish and install all supports, hangers, and inserts required to mount fixtures, conduits, cables, pullboxes, and other equipment furnished under this section or furnished for installation under this section
- B. Perforated straps and wire are not permitted for supporting electrical devices. Anchors shall be of approved types.
- C. Framing channels for mounting disconnect switch, remote terminal unit (RTU) and FPL meter shall be minimum 1-5/8-inch width series type 316 stainless steel channels as manufactured by Unistrut, or equal.
- D. Pipe clamps, nuts, bolts, washers and other miscellaneous installation hardware shall be type 304 or 316 stainless steel.

## PART 3- EXECUTION

## 3.01 GENERAL

- A. Prior to all work of Section, carefully inspect the installed work of all other trades and verify that all such work is complete to the point where this installation may properly commence. Install all electrical work to conform with job site conditions and all Drawings and Specifications.
- B. All "tight" conditions shall be worked out in advance by the Contractor with all involved trades. In the event of any discrepancy, immediately notify the Engineer/Owner. Do not proceed with any installation in the area of the discrepancy until it has been fully resolved. No additional cost will be considered for work which must be relocated due to the conflicts with the work of other trades.
- C. Install all equipment, systems and materials in strict accordance with manufacturers' recommendations and NEMA standards for installation. If this in any way causes conflicts, immediately notify the Engineer/Owner.
- D. Provide all mounting supports and accessories as required to install all equpment and all system components. Correlate the Shop Drawings as applicable.

16050-7

# 3.02 EXCAVATION FOR ELECTRICAL WORK

A. The work of this article is defined to include whatever excavating and backfilling is necessary to install the electrical work. Coordinate the work with other excavating and backfilling in the same area, including dewatering, flood protection provisions and other temporary facilities. Coordinate the work with other work in the same area, including other underground services (existing and new), landscape development, paving and floor slabs on grade. Coordinate with weather conditions and provide temporary facilities needed for protection and proper performance of excavation and backfilling.

## 3.03 CONCRETE FOR ELECTRICAL WORK

- A. The work of this article is defined to include whatever concrete work is necessary or shown specifically to install the electrical work.
- B. Concrete shall be as specified in Section 03300 Concrete.

## 3.04 WATERPROOFING

- A. Use watertight fittings on panel or other equipment to keep out water. Seal conduits coming from wetwell with duct seal to keep out moisture.
- B. Where support holes are drilled in panel or boxes, seal with butyl rubber or other approved sealing compound inside and out.

## 3.05 CONDUIT USES PER LOCATIONS

- A. Conduits shall be used as follows:
  - 1. Schedule 40 PVC conduit shall be used in locations indoors or outdoors where not exposed, including underground locations, unless otherwise indicated on the drawings. Exposed stub-ups outside shall be made using schedule 80 PVC 90 degree bends.
  - 2. PVC schedule 80 shall be used in all exposed areas indoors and outdoors.
  - 3. Flex shall be used for all connections to vibrating equipment or where flexibility is required for servicing of equipment.
  - 4. PVC coated Rigid galvanized steel shall be used for all hazardous areas such as wetwells.

### 3.06 CONDUIT INSTALLATION

- A. Conduits entering panelboards, pull boxes, or outlet boxes shall be secured in place by locknuts and bushings, one (1) locknut outside and one (1) locknut inside of box with busing on conduit end. The locknuts shall be tightened against the box without deforming the box. Bushings shall be of the insulating type.
- B. Field conduit bends shall be made with standard tools and equipment manufactured especially for conduit bending.
- C. Exposed runs of conduits shall be installed with runs parallel or perpendicular to walls, structural members or intersections of vertical planes and ceilings, with right angle turns consisting of symmetrical bends or pull boxes as indicated on the drawings. Bends and offsets shall be avoided where possible.
- D. Pull wires shall be installed in all empty conduits. Pull wires shall be No. 12 gauge copper. All pull wires shall be identified with conduit number at each end.
- E. Where conduits are run individually, they shall be supported by approved pipe straps, secured by means of toggle bolts on hollow masonry; expansion shields and machine screws or standard preset inserts on concrete or solid masonry; machine screws or bolts on metal surfaces, and wood screws on wood construction. The use of perforated straps or wires will not be permitted.
- F. Concrete inserts and pipe straps shall be galvanized. Steel bolts, nuts, washers, and screws shall be galvanized or cadmium-plated. Individual hangers, trapeze hangers and rods shall be prime-coated and painted.
- G. Wire shall not be installed until all work of any nature that may cause damage is completed, including pouring of concrete. Mechanical means shall not be used in pulling in wires No. 8 or smaller.
- H. Underground conduits not under concrete slabs are to be buried at least two (2) feet below finished grade for circuits rated 600 volts or less, except under traffic areas where motor vehicles may cross. Under traffic areas, conduits are to be buried at least three (3) feet below finished grade. Six-inch wide yellow "Electrical Warning Tape" shall be installed 12 inches below final grade directly above all yard conduit runs.
- I. All conduits shall be cleaned by pulling a brush swab through before installing cables.
- J. All conduits shall be sealed at each end with electrical putty. Special care shall be taken at all equipment where entrance of moisture could be detrimental to equipment.

#### 3.07 MOUNTING AND SUPPORTING ELECTRICAL EQUIPMENT

- A. Furnish and install all supports, hangers, and inserts required to mount fixtures, conduits, cables, pull boxes, and other equipment furnished under this section or furnished for installation under this section.
- B. Perforated straps and wire are not permitted for supporting electrical devices. Anchors shall be of approved types.
- C. All floor mounted devices (switchboards, motor control centers, transformers, etc.) shall be securely anchored to the floors. Where recommendations are made by manufacturer, these recommendation shall be followed.
- D. Pipe stands shall be constructed for supporting electrical and I&C equipment . Unless otherwise indicated, all materials shall be 316 stainless steel including all hardware. Pipe stands shall be set a minimum of 36" x 12" diameter concrete encasement. Encased pipe shall be coated with bitumastic coating. Unless otherwise indicated, top of equipment mounting height shall be approximately 60" above final grade but shall be increased as required to maintain a minimum of 12" from bottom of equipment enclosure to the final grade.

## 3.08 WIRING TO PUMPS

A. All connections to pump motor and exterior equipment shall be made using waterproof connectors.

#### END OF SECTION

# APPENDIX H

FDOT Required Consultant Forms:

- Form#375-030-30 Truth in Negotiation Certification
- Form#375-030-50 Conflict of Interest Certification
- Form#375-030-32 Certification Regarding Department, Suspension, Ineligibility and Voluntary Exclusion for Federal Aid Contracts
- Form#375-030-33 Certification for Disclosure of Lobbying Actives on Federal-Aid Contracts
- Form#375-030-34 Disclosure of Lobbying Activities
- Form#375-040-68 E-verify

- Form#375-040-84 Local Agency Program Federal- Aid Terms for Professional Services Contracts

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# STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION TRUTH IN NEGOTIATION CERTIFICATION

Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the Department of Transportation (Department) requires the Consultant to execute this certificate and include it with the submittal of the Technical Proposal, or as prescribed in the contract advertisement.

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement are accurate, complete, and current at the time of contracting.

The Consultant further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the Department determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within (1) year following the end of the contract. For purposes of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the Department, whichever is later.

Name of Consultant

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

Date

# STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION CONFLICT OF INTEREST / CONFIDENTIALITY CERTIFICATION FORM

#### Choose which version of the Certification you need:

TECHNICAL REVIEW COMMITTEE / TECHNICAL ADVISORS

SELECTION COMMITTEE

PUBLIC OFFICERS/EMPLOYEES

TECHNICAL REVIEW/AWARDS COMMITTEE FOR LOW BID PROJECTS

CONSULTANT/CONTRACTOR SERVING IN THE ROLE OF PROJECT MANAGER

CONSULTANT/CONTRACTOR

#### STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION TECHNICAL REVIEW COMMITTEE/DOT TECHNICAL ADVISORS

375-030-50 PROCUREMENT OGC - 09/16

I certify that I have no present conflict of interest on the projects identified below, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation of any consultant/contractor/vendor for selection on any contract if I have a conflict of interest or a potential conflict of interest. As set forth in Sections 112.313 and 334.193, Florida Statutes, employees of the Department may not have any interest, financial or otherwise, direct or indirect; engage in any business transaction or professional activity; or accept any obligation of any kind which is in conflict with the proper conduct of their duties in the public interest.

I recognize that employees are expected to honor the ethical obligations inherent in public service. These obligations go beyond mere legal obligations and demand from the employee a greater sensitivity to his or her conduct, as well as the public's perception of such conduct.

Employees are expected to safeguard their ability to make objective, fair, and impartial decisions, and therefore may not accept benefits of any sort under circumstances in which it could be inferred by a reasonable observer that the benefit was intended to influence a pending or future decision of theirs, or to reward a past decision. Employees should avoid any conduct (whether in the context of business, financial, or social relationships) which might undermine the public trust, whether or not that conduct is unethical or lends itself to the appearance of ethical impropriety.

I will maintain the confidentiality of all information not made public by the Florida Department of Transportation ("Department") related to the procurement of the above-referenced ("Project") that I gain access to as a result of my involvement with the Project ("Procurement Information"). I understand that Procurement Information includes, but is not limited to, documents prepared by or for the Department related to procurement of the Project. I also understand that Procurement Information includes, but is not limited to, documents submitted to the Department by entities seeking an award of the Project ("Proposers"). I understand that Procurement Information may include documents submitted by Proposers related to letters of response/letters of interest, technical proposals, price proposals, financial proposals, and information shared during exempt meetings. I also understand that Procurement Information may also include documents that evaluate or review documents submitted by Proposers, and information regarding Project cost estimates. I also agree not to discuss the Project with anyone who is a member of or acting on behalf of a Proposer.

Unless so ordered by a court of competent jurisdiction or an opinion of the Office of the Florida Attorney General, I will not divulge any Procurement Information except to individuals who have executed a Conflict of Interest/Confidentiality Certification which has been approved by the Department ("Project Personnel"). I understand that a list of Project Personnel will be maintained by Department. If I am contacted by any member of the public or the media with a request for Procurement Information, I will promptly forward such request to the Department's Procurement Office. I will also maintain security and control over all documents containing Procurement Information which are in my custody.

I agree not to solicit or accept gratuities, unwarranted privileges or exemptions, favors, or anything of value from any firm under consideration for an agreement associated with the Project, and I recognize that doing so may be contrary to statutes, ordinances, and rules governing or applicable to the Department or may otherwise be a violation of the law.

I agree not to engage in bid tampering, pursuant to Section 838.22, Florida Statutes.

I realize that violation of the above mentioned statutes would be punishable in accordance with Section 112.317, Section 334.193, or Section 838.22, Florida Statutes, and could result in disciplinary action by the Department.

Advertisement No./ Solicitation No.	Description	Financial Project Number(s)
Each unders	igned individual agrees to the terms of this Conflic	t of Interest/Confidentiality Certification.

#### **Technical Review Committee Members:**

Printed Names	Signatures	Date

### STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION CONFLICT OF INTEREST CERTIFICATION TECHNICAL REVIEW COMMITTEE Additional Page

Advertisement No./ Solicitation No.	Description		Financial Project Number(s)
	Тес	chnical Review Committee Members: (Continued)	
Printed Names		Signatures	Date
		DOT Technical Advisors:	
Printed Names		Signatures	Date

#### STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION SELECTION COMMITTEE

I certify that I have no present conflict of interest on the projects identified below, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation of any consultant/contractor/vendor for selection on any contract if I have a conflict of interest or a potential conflict of interest. As set forth in Sections 112.313 and 334.193, Florida Statutes, employees of the Department may not have any interest, financial or otherwise, direct or indirect; engage in any business transaction or professional activity; or accept any obligation of any kind which is in conflict with the proper conduct of their duties in the public interest.

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Advertisement No./ Solicitation No.	Description	Financial Project Number(s)
Each unders	igned individual agrees to the terms of this (	Conflict of Interest/Confidentiality Certification.

Selection Committee Members:

Date:

Printed Names

Signatures

## STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION CONFLICT OF INTEREST CERTIFICATION SELECTION COMMITTEE Additional Page

Advertisement No./ Solicitation No.	Description	Financial Project Number(s)
Each unders	signed individual agrees to the terms of	this Conflict of Interest/Confidentiality Certification.
	Selection Commi	
Printed Names		Signatures

#### STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION PUBLIC OFFICERS/EMPLOYEES

I certify that I have no present conflict of interest on the projects identified below, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation of any consultant/contractor/vendor for selection on any contract if I have a conflict of interest or a potential conflict of interest. As set forth in Sections 112.313 and 334.193, Florida Statutes, public officers or employees of an agency may not have any interest, financial or otherwise, direct or indirect; engage in any business transaction or professional activity; or accept any obligation of any kind which is in conflict with the proper conduct of their duties in the public interest.

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Advertisement No./ Solicitation No.	Description	Financial Project Number(s)
Each undersi	gned individual agrees to the terms of this Conflict of Intere	est/Confidentiality Certification.
Printed Names	<i>(continued on next page)</i> Signatures	Date

### STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION CONFLICT OF INTEREST CERTIFICATION PUBLIC OFFICERS/EMPLOYEES Additional Page

Description	Financial Project Number(s)
	Description

Printed Names	Signatures	Date

#### STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION TECHNICAL REVIEW/ AWARDS COMMITTEE LOW BID PROJECTS

I certify that I have no present conflict of interest on the projects identified below, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation of any consultant/contractor/vendor for selection on any contract if I have a conflict of interest or a potential conflict of interest. As set forth in Sections 112.313 and 334.193, Florida Statutes, employees of the Department may not have any interest, financial or otherwise, direct or indirect; engage in any business transaction or professional activity; or accept any obligation of any kind which is in conflict with the proper conduct of their duties in the public interest.

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Employees are expected to safeguard their ability to make objective, fair, and impartial decisions, and therefore may not accept benefits of any sort under circumstances in which it could be inferred by a reasonable observer that the benefit was intended to influence a pending or future decision of theirs, or to reward a past decision. Employees should avoid any conduct (whether in the context of business, financial, or social relationships) which might undermine the public trust, whether or not that conduct is unethical or lends itself to the appearance of ethical impropriety.

I will maintain the confidentiality of all information not made public by the Florida Department of Transportation ("Department") related to the procurement of the above-referenced ("Project") that I gain access to as a result of my involvement with the Project ("Procurement Information"). I understand that Procurement Information includes, but is not limited to, documents prepared by or for the Department related to procurement of the Project. I also understand that Procurement Information includes, but is not limited to, documents submitted to the Department by entities seeking an award of the Project ("Proposers"). I understand that Procurement Information may include documents submitted by Proposers related to letters of response/letters of interest, technical proposals, price proposals, financial proposals, and information shared during exempt meetings. I also understand that Procurement Information may also include documents that evaluate or review documents submitted by Proposers, and information regarding Project cost estimates. I also agree not to discuss the Project with anyone who is a member of or acting on behalf of a Proposer.

Unless so ordered by a court of competent jurisdiction or an opinion of the Office of the Florida Attorney General, I will not divulge any Procurement Information except to individuals who have executed a Conflict of Interest/Confidentiality Certification which has been approved by the Department ("Project Personnel"). I understand that a list of Project Personnel will be maintained by Department. If I am contacted by any member of the public or the media with a request for Procurement Information, I will promptly forward such request to the Department's Procurement Office. I will also maintain security and control over all documents containing Procurement Information which are in my custody.

I agree not to solicit or accept gratuities, unwarranted privileges or exemptions, favors, or anything of value from any firm under consideration for an agreement associated with the Project, and I recognize that doing so may be contrary to statutes, ordinances, and rules governing or applicable to the Department or may otherwise be a violation of the law.

I agree not to engage in bid tampering, pursuant to Section 838.22, Florida Statutes.

I realize that violation of the above mentioned statutes would be punishable in accordance with Section 112.317, Section 334.193, or Section 838.22, Florida Statutes, and could result in disciplinary action by the Department. Letting Date:

Contract Number(s):

Click here for additional page for typing Names, Project Description and Financial Project Numbers

## **Technical Review/Awards Committee Members:**

Printed Names	Signatures	Date

	CONFLICT TECHNICAL	CORIDA DEPARTMENT OF TRANSPORTATION OF INTEREST CERTIFICATION REVIEW/ AWARDS COMMITTEE OW BID PROJECTS Additional Page		375-030-50 PROCUREMENT OGC - 09/16
Contract No(s):				
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Printed Names		Signatures	Date	;
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## CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION FOR CONSULTANT/CONTRACTOR SERVING IN THE ROLE OF PROJECT MANAGER FOR FDOT

I certify that I have no present conflict of interest, that I have no knowledge of any conflict of interest that my firm may have, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation on any contract if I have a conflict of interest or a potential conflict of interest.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the Department, and therefore may not accept benefits of any sort under circumstances in which it could be inferred by a reasonable observer that the benefit was intended to influence a pending or future decision of theirs, or to reward a past decision. Consultants performing work for the Department should avoid any conduct (whether in the context of business, financial, or social relationships) which might undermine the public trust, whether or not that conduct is unethical or lends itself to the appearance of ethical impropriety.

I will maintain the confidentiality of all information not made public by the Florida Department of Transportation ("Department") related to the procurement of the above-referenced ("Project") that I gain access to as a result of my involvement with the Project ("Procurement Information"). I understand that Procurement Information includes, but is not limited to, documents prepared by or for the Department related to procurement of the Project. I also understand that Procurement Information includes, but is not limited to, documents submitted to the Department by entities seeking an award of the Project ("Proposers"). I understand that Procurement Information may include documents submitted by Proposers related to letters of response/letters of interest, technical proposals, price proposals, financial proposals, and information shared during exempt meetings. I also understand that Procurement Information may also include documents that evaluate or review documents submitted by Proposers, and information regarding Project cost estimates. I also agree not to discuss the Project with anyone who is a member of or acting on behalf of a Proposer.

Unless so ordered by a court of competent jurisdiction or an opinion of the Office of the Florida Attorney General, I will not divulge any Procurement Information except to individuals who have executed a Conflict of Interest/Confidentiality Certification which has been approved by the Department ("Project Personnel"). I understand that a list of Project Personnel will be maintained by Department. If I am contacted by any member of the public or the media with a request for Procurement Information, I will promptly forward such request to the Department's Procurement Office. I will also maintain security and control over all documents containing Procurement Information which are in my custody.

I agree not to solicit or accept gratuities, unwarranted privileges or exemptions, favors, or anything of value from any firm under consideration for an agreement associated with the Project, and I recognize that doing so may be contrary to statutes, ordinances, and rules governing or applicable to the Department or may otherwise be a violation of the law.

I agree not to engage in bid tampering, pursuant to Section 838.22, Florida Statutes.

I realize that violation of the above mentioned standards could result in the termination of my work for the Department. I further realize that violation of the above mentioned statute would be punishable in accordance with Section 838.22, Florida Statutes.

Advertisement No./ Description Solicitation No.

Financial Project Number(s)

Click here for additional page for typing Names, Project Description and Financial Project Numbers

Printed Names	Signatures	Date

## STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION FOR CONSULTANT/CONTRACTOR SERVING IN THE ROLE OF PROJECT MANAGER FOR FDOT Additional Page

375-030-50 PROCUREMENT OGC - 09/16

Advertisement No./ Solicitation No.	Description		Financial Project Number(s)
Printed Names		Signatures	Date

# CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION FOR CONSULTANT/CONTRACTOR/TECHNICAL ADVISORS

375-030-50 PROCUREMENT OGC - 09/16

I certify that I have no present conflict of interest, that I have no knowledge of any conflict of interest that my firm may have, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation on any contract if I have a conflict of interest or a potential conflict of interest.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the Department, and therefore may not accept benefits of any sort under circumstances in which it could be inferred by a reasonable observer that the benefit was intended to influence a pending or future decision of theirs, or to reward a past decision. Consultants performing work for the Department should avoid any conduct (whether in the context of business, financial, or social relationships) which might undermine the public trust, whether or not that conduct is unethical or lends itself to the appearance of ethical impropriety.

I will maintain the confidentiality of all information not made public by the Florida Department of Transportation ("Department") related to the procurement of the above-referenced ("Project") that I gain access to as a result of my involvement with the Project ("Procurement Information"). I understand that Procurement Information includes, but is not limited to, documents prepared by or for the Department related to procurement of the Project. I also understand that Procurement Information includes, but is not limited to, documents submitted to the Department by entities seeking an award of the Project ("Proposers"). I understand that Procurement Information may include documents submitted by Proposers related to letters of response/letters of interest, technical proposals, price proposals, financial proposals, and information shared during exempt meetings. I also understand that Procurement Information may also include documents that evaluate or review documents submitted by Proposers, and information regarding Project cost estimates. I also agree not to discuss the Project with anyone who is a member of or acting on behalf of a Proposer.

Unless so ordered by a court of competent jurisdiction or an opinion of the Office of the Florida Attorney General, I will not divulge any Procurement Information except to individuals who have executed a Conflict of Interest/Confidentiality Certification which has been approved by the Department ("Project Personnel"). I understand that a list of Project Personnel will be maintained by Department. If I am contacted by any member of the public or the media with a request for Procurement Information, I will promptly forward such request to the Department's Procurement Office. I will also maintain security and control over all documents containing Procurement Information which are in my custody.

I agree not to solicit or accept gratuities, unwarranted privileges or exemptions, favors, or anything of value from any firm under consideration for an agreement associated with the Project, and I recognize that doing so may be contrary to statutes, ordinances, and rules governing or applicable to the Department or may otherwise be a violation of the law.

I agree not to engage in bid tampering, pursuant to Section 838.22, Florida Statutes.

I realize that violation of the above mentioned standards could result in the termination of my work for the Department. I further realize that violation of the above mentioned statute would be punishable in accordance with Section 838.22. Florida Statutes.

Advertisement No./ Description Solicitation No.

Financial Project Number(s)

Click here for additional page for typing Names, Project Description and Financial Project Numbers

Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification.

**Printed Names** 

Signatures

Date

## STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION FOR CONSULTANT/CONTRACTOR/TECHNICAL ADVISORS Additional Page

Advertisement No./ Solicitation No.	Description	Financial Project Number(s)

Printed Names	Signatures	Date

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

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

Name of Consultant/Contractor:	
D	 
Date:	 
Title:	

#### Instructions for Certification

Instructions for Certification - Lower Tier Participants:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Name of Consultant:

By: Date:Authorized Sign	ature
--------------------------	-------

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

Contract No:	
Financial Project No(s):	
Project Description:	

Vendor/Consultant acknowledges and agrees to the following:

Vendor/Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of;

- 1. all persons employed by the Vendor/Consultant during the term of the Contract to perform employment duties within Florida; and
- 2. all persons, including subcontractors, assigned by the Vendor/Consultant to perform work pursuant to the contract with the Department.

Company/Firm:	
Authorized Signature:	
Title:	
Date:	

#### TERMS FOR FEDERAL AID CONTRACTS (APPENDIX I):

The following terms apply to all contracts in which it is indicated that the services involve the expenditure of federal funds:

- A. It is understood and agreed that all rights of the Local Agency relating to inspection, review, approval, patents, copyrights, and audit of the work, tracing, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.
- B. It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of the U.S. Department of Transportation, anything to the contrary in this Agreement not withstanding.
- C. Compliance with Regulations: The Consultant shall comply with the Regulations: relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- D. Nondiscrimination: The Consultant, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of material and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- E. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations made by the Consultant, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- F. Information and Reports: The Consultant will provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Local Agency, Florida Department of Transportation, and/or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- G. Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Local Agency shall impose such contract sanctions as it or the Florida Department of Transportation, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to,
  - 1. withholding of payments to the Consultant under the contract until the Consultant complies and/or
  - 2. cancellation, termination or suspension of the contract, in whole or in part.
- H. Incorporation or Provisions: The Consultant will include the provisions of Paragraph C through I in every subcontract, including procurements of materials and leases of equipment unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event a Consultant becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the Consultant may request the Local Agency to enter into such litigation to protect the interests of the Local Agency, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.
- Compliance with Nondiscrimination Statutes and Authorities: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment

## LOCAL AGENCY PROGRAM FEDERAL-AID TERMS For PROFESSIONAL SERVICES CONTRACTS

of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

- J. Interest of Members of Congress: No member of or delegate to the Congress of the United States will be admitted to any share or part of this contract or to any benefit arising therefrom.
- K. Interest of Public Officials: No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.
- L. Participation by Disadvantaged Business Enterprises: The Consultant shall agree to abide by the following statement from 49 CFR 26.13(b). This statements shall be included in all subsequent agreements between the Consultant and any subconsultant or contractor.

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

- M. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.
- N. It is understood and agreed that if the Consultant at any time learns that the certification it provided the Local Agency in compliance with 49 CFR, Section 26.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the Consultant shall provide immediate written notice to the Local Agency. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the Consultant in all lower tier covered transactions and in all aforementioned federal regulation.
- O. The Local Agency hereby certifies that neither the consultant nor the consultant's representative has been required by the Local Agency, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to
  - 1. employ or retain, or agree to employ or retain, any firm or person, or
  - 2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

The Local Agency further acknowledges that this agreement will be furnished to a federal agency, in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws,

both criminal and civil.

- P. The Consultant hereby certifies that it has not:
  - 1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for the above contractor) to solicit or secure this contract;
  - 2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; or
  - 3. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for the above contractor) any fee contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.

The consultant further acknowledges that this agreement will be furnished to the Local Agency, the State of Florida Department of Transportation and a federal agency in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

# **ARCHITECT-ENGINEER QUALIFICATIONS**

Public reporting burden for this collection of information is estimated to average a total of 29 hours per response (25 hours for Part 1 and 4 hours for Part 2), including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVA), Regulatory and Federal Assistance Publications Division, GSA, Washington, DC 20405.

#### PURPOSE

Federal agencies use this form to obtain information from architect-engineer (A-E) firms about their professional qualifications. Federal agencies select firms for A-E contracts on the basis of professional qualifications as required by the Brooks A-E Act (40 U.S.C. 1101 - 1104) and Part 36 of the Federal Acquisition Regulation (FAR).

The Brooks A-E Act requires the public announcement of requirements for A-E services (with some exceptions provided by other statutes), and the selection of at least three of the most highly qualified firms based on demonstrated competence and professional qualifications according to specific criteria published in the announcement. The Act then requires the negotiation of a contract at a fair and reasonable price starting first with the most highly qualified firm.

The information used to evaluate firms is from this form and other sources, including performance evaluations, any additional data requested by the agency, and interviews with the most highly qualified firms and their references.

#### GENERAL INSTRUCTIONS

Part I presents the qualifications for a specific contract.

Part II presents the general qualifications of a firm or a specific branch office of a firm. Part II has two uses:

1. An A-E firm may submit Part II to the appropriate central, regional or local office of each Federal agency to be kept on file. A public announcement is not required for certain contracts, and agencies may use Part II as a basis for selecting at least three of the most highly qualified firms for discussions prior to requesting submission of Part I. Firms are encouraged to update Part II on file with agency offices, as appropriate, according to FAR Part 36. If a firm has branch offices, submit a separate Part II for each branch office seeking work.

2. Prepare a separate Part II for each firm that will be part of the team proposed for a specific contract and submitted with Part I. If a firm has branch offices, submit a separate Part II for each branch office that has a key role on the team.

#### INDIVIDUAL AGENCY INSTRUCTIONS

Individual agencies may supplement these instructions. For example, they may limit the number of projects or number of

pages submitted in Part I in response to a public announcement for a particular project. Carefully comply with any agency instructions when preparing and submitting this form. Be as concise as possible and provide only the information requested by the agency.

#### DEFINITIONS

Architect-Engineer Services: Defined in FAR 2.101.

**Branch Office:** A geographically distinct place of business or subsidiary office of a firm that has a key role on the team.

**Discipline:** Primary technical capabilities of key personnel, as evidenced by academic degree, professional registration, certification, and/or extensive experience.

Firm: Defined in FAR 36.102.

**Key Personnel:** Individuals who will have major contract responsibilities and/or provide unusual or unique expertise.

#### SPECIFIC INSTRUCTIONS

#### Part I - Contract-Specific Qualifications

Section A. Contract Information.

1. Title and Location. Enter the title and location of the contract for which this form is being submitted, exactly as shown in the public announcement or agency request.

2. Public Notice Date. Enter the posted date of the agency's notice on the Federal Business Opportunity website (FedBizOpps), other form of public announcement or agency request for this contract.

3. Solicitation or Project Number. Enter the agency's solicitation number and/or project number, if applicable, exactly as shown in the public announcement or agency request for this contract.

Section B. Architect-Engineer Point of Contact.

4-8. Name, Title, Name of Firm, Telephone Number, Fax (Facsimile) Number and E-mail (Electronic Mail) Address. Provide information for a representative of the prime contractor or joint venture that the agency can contact for additional information. Section C. Proposed Team.

9-11. Firm Name, Address, and Role in This Contract. Provide the contractual relationship, name, full mailing address, and a brief description of the role of each firm that will be involved in performance of this contract. List the prime contractor or joint venture partners first. If a firm has branch offices, indicate each individual branch office that will have a key role on the team. The named subcontractors and outside associates or consultants must be used, and any change must be approved by the contracting officer. (See FAR Part 52 Clause "Subcontractors and Outside Associates and Consultants (Architect-Engineer Services)".) Attach an additional sheet in the same format as Section C if needed.

Section D. Organizational Chart of Proposed Team.

As an attachment after Section C, present an organizational chart of the proposed team showing the names and roles of all key personnel listed in Section E and the firm they are associated with as listed in Section C.

Section E. Resumes of Key Personnel Proposed for This Contract.

Complete this section for each key person who will participate in this contract. Group by firm, with personnel of the prime contractor or joint venture partner firms first. The following blocks must be completed for each resume:

12. Name. Self-explanatory.

13. Role in This Contract. Self-explanatory.

14. Years Experience. Total years of relevant experience (block 14a), and years of relevant experience with current firm, but not necessarily the same branch office (block 14b).

15. Firm Name and Location. Name, city and state of the firm where the person currently works, which must correspond with one of the firms (or branch office of a firm, if appropriate) listed in Section C.

16. Education. Provide information on the highest relevant academic degree(s) received. Indicate the area(s) of specialization for each degree.

17. Current Professional Registration. Provide information on current relevant professional registration(s) in a State or possession of the United States, Puerto Rico, or the District of Columbia according to FAR Part 36.

18. Other Professional Qualifications. Provide information on any other professional qualifications relating to this contract, such as education, professional registration, publications, organizational memberships, certifications, training, awards, and foreign language capabilities. 19. Relevant Projects. Provide information on up to five projects in which the person had a significant role that demonstrates the person's capability relevant to her/his proposed role in this contract. These projects do not necessarily have to be any of the projects presented in Section F for the project team if the person was not involved in any of those projects or the person worked on other projects that were more relevant than the team projects in Section F. Use the check box provided to indicate if the project was performed with any office of the current firm. If any of the professional services or construction projects are not complete, leave Year Completed blank and indicate the status in Brief Description and Specific Role (block (3)).

Section F. Example Projects Which Best Illustrate Proposed Team's Qualifications for This Contract.

Select projects where multiple team members worked together, if possible, that demonstrate the team's capability to perform work similar to that required for this contract. Complete one Section F for each project. Present ten projects, unless otherwise specified by the agency. Complete the following blocks for each project:

20. Example Project Key Number. Start with "1" for the first project and number consecutively.

21. Title and Location. Title and location of project or contract. For an indefinite delivery contract, the location is the geographic scope of the contract.

22. Year Completed. Enter the year completed of the professional services (such as planning, engineering study, design, or surveying), and/or the year completed of construction, if applicable. If any of the professional services or the construction projects are not complete, leave Year Completed blank and indicate the status in Brief Description of Project and Relevance to This Contract (block 24).

23a. Project Owner. Project owner or user, such as a government agency or installation, an institution, a corporation or private individual.

23b. Point of Contact Name. Provide name of a person associated with the project owner or the organization which contracted for the professional services, who is very familiar with the project and the firm's (or firms') performance.

23c. Point of Contact Telephone Number Self-explanatory.

24. Brief Description of Project and Relevance to This Contract. Indicate scope, size, cost, principal elements and special features of the project. Discuss the relevance of the example project to this contract. Enter any other information requested by the agency for each example project. 25. Firms from Section C Involved with This Project. Indicate which firms (or branch offices, if appropriate) on the project team were involved in the example project, and their roles. List in the same order as Section C.

Section G. Key Personnel Participation in Example Projects.

This matrix is intended to graphically depict which key personnel identified in Section E worked on the example projects listed in Section F. Complete the following blocks (see example below).

26. and 27. Names of Key Personnel and Role in This Contract. List the names of the key personnel and their proposed roles in this contract in the same order as they appear in Section E.

28. Example Projects Listed in Section F. In the column under each project key number (see block 29) and for each key person, place an "X" under the project key number for participation in the same or similar role.

29. Example Projects Key. List the key numbers and titles of the example projects in the same order as they appear in Section F.

Section H. Additional Information.

30. Use this section to provide additional information specifically requested by the agency or to address selection criteria that are not covered by the information provided in Sections A-G.

Section I. Authorized Representative.

31. and 32. Signature of Authorized Representative and Date. An authorized representative of a joint venture or the prime contractor must sign and date the completed form. Signing attests that the information provided is current and factual, and that all firms on the proposed team agree to work on the project. Joint ventures selected for negotiations must make available a statement of participation by a principal of each member of the joint venture.

33. Name and Title. Self-explanatory.

			•								
26. NAMES OF KEY PERSONNEL (From Section E, (From Section E,			-ill in "I	Exampl ng tabl	e Proje le. Plac	cts Key ce "X"	" secti under j	on belo	SECTIO w first key nu ole.)	, before	
Block 12)	Block 13)	1	2	3	4	5	6	7	8	9	10
Jane A. Smith	Chief Architect	х		Х							
Joseph B. Williams	Chief Mech. Engineer	Х	Х	Х	Х						
Tara C. Donovan	Chief Elec. Engineer	Х	Х		Х						

SAMPLE ENTRIES FOR SECTION G (MATRIX)



#### 29. EXAMPLE PROJECTS KEY

NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)	NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)
1	Federal Courthouse, Denver, CO	6	XYZ Corporation Headquarters, Boston, MA
2	Justin J. Wilson Federal Building, Baton Rouge, LA	7	Founder's Museum, Newport RI

#### Part II - General Qualifications

See the **"General Instructions"** on page 1 for firms with branch offices. Prepare Part II for the specific branch office seeking work if the firm has branch offices.

1. Solicitation Number. If Part II is submitted for a specific contract, insert the agency's solicitation number and/or project number, if applicable, exactly as shown in the public announcement or agency request.

2a-2e. Firm (or Branch Office) Name and Address. Self-explanatory.

3. Year Established. Enter the year the firm (or branch office, if appropriate) was established under the current name.

4. DUNS Number. Insert the Data Universal Numbering System number issued by Dun and Bradstreet Information Services. Firms must have a DUNS number. See FAR Part 4.6.

#### 5. Ownership.

a. Type. Enter the type of ownership or legal structure of the firm (sole proprietor, partnership, corporation, joint venture, etc.).

b. Small Business Status. Refer to the North American Industry Classification System (NAICS) code in the public announcement, and indicate if the firm is a small business according to the current size standard for that NAICS code (for example, Engineering Services (part of NAICS 541330), Architectural Services (NAICS 541310), Surveying and Mapping Services (NAICS 541370)). The small business categories and the internet website for the NAICS codes appear in FAR Part 19. Contact the requesting agency for any questions. Contact your local U.S. Small Business Administration office for any questions regarding Business Status.

6a-6c. Point of Contact. Provide this information for a representative of the firm that the agency can contact for additional information. The representative must be empowered to speak on contractual and policy matters.

7. Name of Firm. Enter the name of the firm if Part II is prepared for a branch office.

8a-8c. Former Firm Names. Indicate any other previous names for the firm (or branch office) during the last six years. Insert the year that this corporate name change was

effective and the associated DUNS Number. This information is used to review past performance on Federal contracts.

9. Employees by Discipline. Use the relevant disciplines and associated function codes shown at the end of these instructions and list in the same numerical order. After the listed disciplines, write in any additional disciplines and leave the function code blank. List no more than 20 disciplines. Group remaining employees under "Other Employees" in column b. Each person can be counted only once according to his/her primary function. If Part II is prepared for a firm (including all branch offices), enter the number of employees by disciplines in column c(1). If Part II is prepared for a branch office, enter the number of employees by discipline in column c(2) and for the firm in column c(1).

10. Profile of Firm's Experience and Annual Average Revenue for Last 5 Years. Complete this block for the firm or branch office for which this Part II is prepared. Enter the experience categories which most accurately reflect the firm's technical capabilities and project experience. Use the relevant experience categories and associated profile codes shown at the end of these instructions, and list in the same numerical order. After the listed experience categories, write in any unlisted relevant project experience categories and leave the profile codes blank. For each type of experience, enter the appropriate revenue index number to reflect the professional services revenues received annually (averaged over the last 5 years) by the firm or branch office for performing that type of work. A particular project may be identified with one experience category or it may be broken into components, as best reflects the capabilities and types of work performed by the firm. However, do not double count the revenues received on a particular project.

11. Annual Average Professional Services Revenues of Firm for Last 3 Years. Complete this block for the firm or branch office for which this Part II is prepared. Enter the appropriate revenue index numbers to reflect the professional services revenues received annually (averaged over the last 3 years) by the firm or branch office. Indicate Federal work (performed directly for the Federal Government, either as the prime contractor or subcontractor), non-Federal work (all other domestic and foreign work, including Federally-assisted projects), and the total. If the firm has been in existence for less than 3 years, see the definition for "Annual Receipts" under FAR 19.101.

12. Authorized Representative. An authorized representative of the firm or branch office must sign and date the completed form. Signing attests that the information provided is current and factual. Provide the name and title of the authorized representative who signed the form.

# List of Disciplines (Function Codes)

Code	Description	Code	Description
01	Acoustical Engineer	32	Hydraulic Engineer
02	Administrative	33	Hydrographic Surveyor
03	Aerial Photographer	34	Hydrologist
04	Aeronautical Engineer	35	Industrial Engineer
05	Archeologist	36	Industrial Hygienist
06	Architect	37	Interior Designer
07	Biologist	38	Land Surveyor
08	CADD Technician	39	Landscape Architect
09	Cartographer	40	Materials Engineer
10	Chemical Engineer	41	Materials Handling Engineer
11	Chemist	42	Mechanical Engineer
12	Civil Engineer	43	Mining Engineer
13	Communications Engineer	44	Oceanographer
14	Computer Programmer	45	Photo Interpreter
15	Construction Inspector	46	Photogrammetrist
16	Construction Manager	47	Planner: Urban/Regional
17	Corrosion Engineer	48	Project Manager
18	Cost Engineer/Estimator	49	Remote Sensing Specialist
19	Ecologist	50	Risk Assessor
20	Economist	51	Safety/Occupational Health Engineer
21	Electrical Engineer	52	Sanitary Engineer
22	Electronics Engineer	53	Scheduler
23	Environmental Engineer	54	Security Specialist
24	Environmental Scientist	55	Soils Engineer
25	Fire Protection Engineer	56	Specifications Writer
26	Forensic Engineer	57	Structural Engineer
27	Foundation/Geotechnical Engineer	58	Technician/Analyst
28	Geodetic Surveyor	59	Toxicologist
29	Geographic Information System Specialist	60	Transportation Engineer
30	Geologist	61	Value Engineer
31	Health Facility Planner	62	Water Resources Engineer

# List of Experience Categories (Profile Codes)

		•	
Code	Description	Code	Description
A01	Acoustics, Noise Abatement	E01	Ecological & Archeological
A02	Aerial Photography; Airborne Data and Imagery		Investigations
	Collection and Analysis	E02	Educational Facilities; Classrooms
A03	Agricultural Development; Grain Storage;	E03	Electrical Studies and Design
	Farm Mechanization	E04	Electronics
A04	Air Pollution Control	E05	Elevators; Escalators; People-Movers
A05	Airports; Navaids; Airport Lighting;	E06	Embassies and Chanceries
	Aircraft Fueling	E07	Energy Conservation; New Energy
A06	Airports; Terminals and Hangars; Freight	500	Sources
407	Handling	E08	Engineering Economics
A07	Arctic Facilities	E09	Environmental Impact Studies,
A08	Animal Facilities	F10	Assessments or Statements
A09	Anti-Terrorism/Force Protection Asbestos Abatement	E10	Environmental and Natural Resource
A10	Auditoriums & Theaters	E11	Mapping Environmental Planning
A11		E11 E12	Environmental Remediation
A12	Automation; Controls; Instrumentation	E12 E13	Environmental Testing and Analysis
B01	Barracks; Dormitories	EIS	Environmental resting and Analysis
B01 B02	Bridges	F01	Fallout Shelters; Blast-Resistant Design
002	Bhuges	F02	Field Houses; Gyms; Stadiums
C01	Cartography	F03	Fire Protection
C02	Cemeteries (Planning & Relocation)	F04	Fisheries; Fish ladders
C03	Charting: Nautical and Aeronautical	F05	Forensic Engineering
C04	Chemical Processing & Storage	F06	Forestry & Forest products
C05	Child Care/Development Facilities		
C06	Churches; Chapels	G01	Garages; Vehicle Maintenance Facilities;
C07	Coastal Engineering		Parking Decks
C08	Codes; Standards; Ordinances	G02	Gas Systems (Propane; Natural, Etc.)
C09	Cold Storage; Refrigeration and	G03	Geodetic Surveying: Ground and Air-
	Fast Freeze		borne
C10	Commercial Building <i>(low rise)</i> ;	G04	Geographic Information System
	Shopping Centers		Services: Development,
C11	Community Facilities		Analysis, and Data Collection
C12	Communications Systems; TV; Microwave	G05	Geospatial Data Conversion: Scanning,
C13	Computer Facilities; Computer Service		Digitizing, Compilation,
C14	Conservation and Resource		Attributing, Scribing, Drafting
	Management	G06	Graphic Design
C15	Construction Management		
C16	Construction Surveying	H01	Harbors; Jetties; Piers, Ship
C17	Corrosion Control; Cathodic Protection;		Terminal Facilities
	Electrolysis	H02	Hazardous Materials Handling and
C18	Cost Estimating; Cost Engineering and		Storage
	Analysis; Parametric Costing;	H03	Hazardous, Toxic, Radioactive
	Forecasting		Waste Remediation
C19	Cryogenic Facilities	H04	Heating; Ventilating; Air
D01	Dama (Camanatas Anali		Conditioning
D01	Dams (Concrete; Arch)	H05	Health Systems Planning
D02	Dams <i>(Earth; Rock);</i> Dikes; Levees Desalinization <i>(Process &amp; Facilities)</i>	H06	Highrise; Air-Rights-Type Buildings
D03 D04		H07	Highways; Streets; Airfield Paving;
D04	Design-Build - Preparation of Requests for	H08	Parking Lots Historical Preservation
D05	Proposals Digital Elevation and Terrain Model Develop	H08 H09	
005	Digital Elevation and Terrain Model Develop- ment	H09 H10	Hospital & Medical Facilities Hotels; Motels
D06	Digital Orthophotography	H10	Housing (Residential, Multi-Family;
D08 D07	Digital Officiolography Dining Halls; Clubs; Restaurants	111	Apartments; Condominiums)
D07 D08	Dredging Studies and Design	H12	Hydraulics & Pneumatics
200	Erodying oradioo dhu Doorgh	H12	Hydrographic Surveying

# List of Experience Categories (Profile Codes)

Code	Description	Code	Description
101	Industrial Buildings; Manufacturing	P09	Product, Machine Equipment Design
	Plants	P10	Pneumatic Structures, Air-Support
102	Industrial Processes; Quality		Buildings
	Control	P11	Postal Facilities
103	Industrial Waste Treatment	P12	Power Generation, Transmission,
104	Intelligent Transportation Systems		Distribution
105	Interior Design; Space Planning	P13	Public Safety Facilities
106	Irrigation; Drainage	110	
		R01	Radar; Sonar; Radio & Radar
J01	Judicial and Courtroom Facilities		Telescopes
		R02	Radio Frequency Systems &
L01	Laboratories; Medical Research	1102	Shieldings
201	Facilities	R03	Railroad; Rapid Transit
L02	Land Surveying	R04	Recreation Facilities (Parks,
L03	Landscape Architecture		Marinas, Etc.)
L04	Libraries; Museums; Galleries	R05	Refrigeration Plants/Systems
L05	Lighting (Interior; Display; Theater,	R06	Rehabilitation (Buildings; Structures;
LUU	Etc.)	100	Facilities)
L06	Lighting (Exteriors; Streets;	R07	Remote Sensing
LOO	Memorials; Athletic Fields, Etc.)	R08	Research Facilities
	Memorials, Athletic Fields, Etc.,	R09	Resources Recovery; Recycling
M01	Mapping Location/Addressing Systems	R10	Risk Analysis
M02	Materials Handling Systems;	R11	Rivers; Canals; Waterways; Flood
10102	Conveyors; Sorters		Control
M03	Metallurgy	R12	Roofing
M04	Microclimatology; Tropical	1112	nooning
	Engineering	S01	Safety Engineering; Accident
M05	Military Design Standards	501	Studies; OSHA Studies
M06	Mining & Mineralogy	S02	Security Systems; Intruder & Smoke
M07	Missile Facilities (Silos; Fuels;	502	Detection
NUO 7	Transport)	S03	Seismic Designs & Studies
M08	Modular Systems Design;	S03 S04	Sewage Collection, Treatment and
WICO	Pre-Fabricated Structures or	504	Disposal
	Components	S05	Soils & Geologic Studies;
	Componenta	000	Foundations
N01	Naval Architecture; Off-Shore	S06	Solar Energy Utilization
	Platforms	S07	Solid Wastes; Incineration; Landfill
N02	Navigation Structures; Locks	S08	Special Environments; Clean Rooms,
N02	Nuclear Facilities; Nuclear Shielding	500	Etc.
NOU	Nuclear racinties, Nuclear Officiality	S09	Structural Design; Special
001	Office Buildings; Industrial Parks	000	Structures
001	Oceanographic Engineering	S10	Surveying; Platting; Mapping; Flood
002	Ordnance; Munitions; Special	510	Plain Studies
000	Weapons	S11	Sustainable Design
	Weapons	S12	Swimming Pools
P01	Petroleum Exploration; Refining	S12 S13	Storm Water Handling & Facilities
P02	Petroleum and Fuel (Storage and	515	Storm water Handling & Facilities
102	Distribution)	T01	Telephone Systems (Rural; Mobile;
P03	Photogrammetry	101	Intercom, Etc.)
P04	Pipelines (Cross-Country - Liquid &	T02	Testing & Inspection Services
104	Gas)	T02	Traffic & Transportation Engineering
P05	Planning (Community, Regional,	T03 T04	Topographic Surveying and Mapping
100	Areawide and State)	T04 T05	Towers (Self-Supporting & Guyed
P06	Planning (Site, Installation, and Project)	100	Systems)
P08 P07	Plumbing & Piping Design	Т06	Tunnels & Subways
P07	Prisons & Correctional Facilities	100	rannois a oabways
100			

# List of Experience Categories (Profile Codes)

Code	Description
U01	Unexploded Ordnance Remediation
U02	Urban Renewals; Community Development
U03	Utilities (Gas and Steam)
V01	Value Analysis; Life-Cycle Costing
W01	Warehouses & Depots
W02	Water Resources; Hydrology; Ground Water
W03	Water Supply; Treatment and Distribution
W04	Wind Tunnels; Research/Testing Facilities Design
Z01	Zoning; Land Use Studies

# **ARCHITECT - ENGINEER QUALIFICATIONS**

PART I - CONTRACT-SPECIFIC QUALIFICATIONS											
		A. COM	NTRACT INFORMATION								
1. TITLE AND	LOCATION (City and State)										
2. PUBLIC NO	TICE DATE		3. SOLICITATION OR PROJECT N	JMBER							
		B. ARCHITECT-I	ENGINEER POINT OF CONTACT								
4. NAME AND	TITLE										
5. NAME OF F	IRM										
6. TELEPHONE	e number	7. FAX NUMBER	8. E-MAIL ADDRESS								
	(Corr	C. C. C.	PROPOSED TEAM	ontractors.)							
PRIME J-V PARTNER SUBCON-		1 NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT							
a.	CHECK IF BRANCH	OFFICE									
b.	CHECK IF BRANCH										
c.											
d.											
e.	CHECK IF BRANCH	OFFICE									
f.	CHECK IF BRANCH										
				Attachod							

D. ORGANIZATIONAL CHART OF PROPOSED TEAM

(Attached)

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT (Complete one Section E for each key person.)										
12. NAME 13. ROLE IN THIS CONTRACT 14. YEARS EXPERIEN										
			a. TOTAL	b. WITH CURRENT FIRM						
15. FIRM NAME AND LOCATION (City and State)										
16. EDUCATION (DEGREE AND SPECIALIZATION)	17. C	URRENT PROFESSIONAL REG	DISTRATION (S	STATE AND DISCIPLINE)						

18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)

	19. RELEVANT PROJECTS									
	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED								
		PROFESSIONAL SERVICES CONSTRUCTION (If applicable)								
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	Check if project performed with current firm								
a.										
	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED								
		PROFESSIONAL SERVICES CONSTRUCTION (If applicable)								
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	Check if project performed with current firm								
b.										
	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED								
c.		PROFESSIONAL SERVICES CONSTRUCTION (If applicable)								
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	Check if project performed with current firm								
	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED								
		PROFESSIONAL SERVICES CONSTRUCTION (If applicable)								
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	Check if project performed with current firm								
d.		—								
	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED								
		PROFESSIONAL SERVICES CONSTRUCTION (If applicable)								
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	Check if project performed with current firm								
e.										

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED T QUALIFICATIONS FOR THIS CONTRACT (Present as many projects as requested by the agency, or 10 projects, if i Complete one Section F for each project.)		20. EXAMPLE PROJECT KEY NUMBER
21. TITLE AND LOCATION (City and State)	22. YEAR	COMPLETED

	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)								

#### 23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER			

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

#### 25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.			
b.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE

26. NAMES OF KEY PERSONNEL (From Section E,	27. ROLE IN THIS CONTRACT (From Section E,	28. EXAMPLE PROJECTS LISTED IN SECTION F (Fill in "Example Projects Key" section below before completing table. Place "X" under project key number for participation in same or similar role.) 1 2 3 4 5 6 7 8 9 10									
Block 12)	Block 12) Block 13) 1						6	7	8	9	10

### G. KEY PERSONNEL PARTICIPATION IN EXAMPLE PROJECTS

#### 29. EXAMPLE PROJECTS KEY

NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)	NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)
1		6	
2		7	
3		8	
4		9	
5		10	

#### **H. ADDITIONAL INFORMATION**

30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

## I. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

32. DATE

33. NAME AND TITLE

31. SIGNATURE

# ARCHITECT-ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER (If any)

	(If a firm	PA n has branch office	RT II - G es, comp	<b>ENERAL</b>	QUALIF each spe	ICATIO	NS anch of	fice seeking	work.	)
2a. FIRM (OR BRANCH OFFICE) NAME							3. YEAR	ESTABLISHED	4. C	OUNS NUMBER
2b. STREET	2b. STREET							5. OWN	IERSHI	P
							a. TYPE			
2c. CITY			2d. STA	TE 2e. ZIP	CODE	b. SMAL	L BUSINESS STATU	JS		
6a. POINT O	F CONTACT NAM	IE AND TITLE								
							7. NAME OF FIRM (If block 2a is a branch office)			
6b TELEPH	ONE NUMBER	6	c. E-MAIL AD	DRESS			_			
OD. TEEETIN				DILLOG						
		8a. FORMER FIRM N	AME(S) (If a	any)			8b. YF	R. ESTABLISHED	8c. D	UNS NUMBER
						10 PRO		FIRM'S EXPERI	ENCE A	
	9. EM	PLOYEES BY DISCIPLI	NE		AN			REVENUE FOR		5 YEARS
a. Function Code	L L	o. Discipline	c. No. of (1) FIRM	Employees (2) BRANCH	a. Profile Code		b. E	xperience		c. Revenue Index Number <i>(see below)</i>
	Other Employ									
		Total								
11. AN		GE PROFESSIONAL		PRO	ESSIONA	L SERVIC	CES REV	ENUE INDEX NU	JMBER	
	FOR LAST	3 YEARS	1. Les	s than \$10	00,000		6.	\$2 million to le	ss thai	n \$5 million
(Insert revenue index number shown at right)				00,00 to le			7.	\$5 million to le		-
a. Federal Work				50,000 to 00,000 to				\$10 million to \$25 million to		
b. Non-Fe	ederal Work Nork			million to I				\$50 million or		
5. 10(4)	- JIR	1	12. AUT	HORIZED F	REPRESEN	TATIVE				
	25		The foreg	going is a s	tatement	of facts.		I		_
a. SIGNATU	KE							b. DA	ΙĒ	
c. NAME AN	ID TITLE							I		