

TOWN OF CUTLER BAY

**PUBLIC WORKS DEPARTMENT
INVITATION TO BID
ITB #24-04**



**SW 200 STREET AND SW 103 AVENUE ROUNDABOUT
PROJECT**

BID DUE DATE & TIME
Friday, May 17, 2024, at 3:00 PM

MANDATORY "PRE-BID" MEETING DATE & TIME
Wednesday, April 24, 2024, at 10:00 AM

**TOWN OF CUTLER BAY
INVITATION TO BID
ITB #24-04
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**TOWN OF CUTLER BAY
INVITATION TO BID
ITB #24-04
SW 200 STREET AND SW 103 AVENUE ROUNDABOUT PROJECT**

The Town of Cutler Bay is requesting bids from FDOT pre-qualified bidders to provide construction improvements for the Town of Cutler Bay. **Interested proposers should visit the Town's website at www.cutlerbay-fl.gov to obtain the Invitation to Bid package.** Packages may also be picked up during normal business hours at the office of the Town Clerk, Mauricio Melinu, CMC located at:

**Town of Cutler Bay
10720 Caribbean Blvd., Suite 105
Cutler Bay, FL 33189**

Sealed submittals including one (1) original, three (3) bound paper copies of the submittal, and one (1) readable/reproducible flash drive completely duplicating the original proposal of the submittals must be received **no later** than **FRIDAY, MAY 17, 2024 at 3:00 PM** and be clearly marked on the outside, "**ITB #24-04 SW 200 STREET AND SW 103 AVENUE ROUNDABOUT PROJECT**", by Mauricio Melinu, CMC Town Clerk, Town of Cutler Bay, 10720 Caribbean Blvd., Suite 105, Cutler Bay, Florida, 33189. Late submittals and electronic submittals will not be accepted.

A MANDATORY "Pre-Bid" Meeting will be held on WEDNESDAY, APRIL 24, 2024 at 10:00 AM in the Town Hall Council Chambers, 10720 Caribbean Blvd., Cutler Bay, Florida 33189.

Pursuant to Town Code Chapter 24, Article II, Section 24-228 of the Town Charter, public notice is hereby given that a "Cone of Silence" is imposed concerning the Town's competitive purchasing process, which generally prohibits communications concerning the ITB from the time of advertisement of the ITB until such time as the Town Manager makes a written recommendation to the Town Council concerning the competitive purchase transaction. Please see the detailed specifications for the public solicitation for services for a statement fully disclosing the requirements of the "Cone of Silence".

Pursuant to Section 4-19 of the Town Code; Section 7.6 of the Town Charter, vendors of the Town are required to disclose any campaign contributions to the Town Clerk, and each vendor must do so prior to and as a condition of the award of any Town contract to the vendor. Please see the detailed specifications of this solicitation for further details.

Women/Minority Owned and Emerging Small Businesses are encouraged to submit bids on this project.

The Town of Cutler Bay reserves the right to accept or reject any and/or all bids.

Rafael G. Casals, ICMA-CM, CFM
Town Manager



**TOWN OF CUTLER BAY
INSTRUCTION TO BIDDERS
ITB #24-04
SW 200 STREET AND SW 103 AVENUE ROUNDABOUT PROJECT**

1.01. SEALED BIDS

Sealed bids for furnishing all goods and services necessary to complete the Work specified in these documents will be received at:

**Date: FRIDAY, MAY 17, 2024
Time: 3:00 PM
Place: Town Hall
10720 Caribbean Blvd., Suite 105
Cutler Bay, Florida 33189**

1.02. SCHEDULE OF EVENTS

No.	Event	Date*	Time* (EST)
1	Advertisement/ Distribution of ITB & Cone of Silence begins	3/29/2024	9:00 AM
2	Mandatory Pre-Bid Meeting 10720 Caribbean Blvd., Council Chambers Cutler Bay, Florida 33189	4/24/2024	10:00 AM
3	Deadline to Submit Questions	5/1/2024	1:00 PM
4	Deadline to Town Responses to Questions	5/8/2024	5:00 PM
5	Deadline to Submit Bid-Response	5/17/2024	3:00 PM
6	Evaluation of Bid Responses	5/22/2024 through 6/12/2024	8:00 AM to 5:00 PM
7	Announcement of Selected Contractors/Cone of Silence ends	6/26/2024	6:00 PM

*The Town reserves the right to change the scheduled dates and time

1.03 DEFINITION OF TERMS

Certain terms used in these documents are defined as follows:

Bid\Proposal	The bid documents submitted by the Bidder.
Bidder	Any person, firm or corporation submitting a proposal for the Work covered by these specifications or his duly authorized representative.
Town	The Town Council of the Town of Cutler Bay or the Town Manager, if applicable.
Contractor	The person, firm or corporation with whom the Town has executed a contract for the Work.
Days	Days shall mean calendar days.
Responsible Bidder	In order to be considered a “responsible” bidder, the Bidder must have adequate equipment and personnel to do the Work within the time limits that are established, has adequate financial status to meet the obligations to perform the Work and has not defaulted on a prior contract.
Responsive Bidder	Any person, firm or corporation submitting a Bid for the Work whose Bid form is complete and includes all required attachments and enclosures, free from exclusions or special conditions and has no alternative Bids for any items, unless alternatives are requested in the specifications.
Work	The services required by the Contract Documents, including labor and materials.
Town Engineer	The Town’s general engineering consultant and project manager.

1.04 DELIVERY OF BIDS

All Bids, whether mailed or delivered in person, shall be submitted in a SEALED ENVELOPE (One (1) Original / Three (3) copies / One (1) readable/reproducible flash drive containing all documents) bearing on the outside the following project information as well as the name of the Bidder and his address clearly marked:

SW 200 STREET AND SW 103 AVENUE ROUNDABOUT PROJECT

Addressed to:

**Town of Cutler Bay
Attn: Mauricio Melinu, CMC Town Clerk
10720 Caribbean Boulevard., Suite 105
Cutler Bay, Florida 33189**

All Bids must be received by the Town no later than **FRIDAY, MAY 17, 2024, at 3:00 PM**

1.05 BID GUARANTY

A certified or cashier's check drawn on a national or state bank, or bid bond, in the amount of **five percent (5%)** of the total bid, shall accompany each bid as a guarantee that the Bidder will, if award is made, execute an Agreement to do the Work for the amount proposed and furnish any required certificates of insurance and bond documents. The bid bond shall be from a surety with an A-rating or better under Best's Guidelines, made payable to: The Town of Cutler Bay.

1.06 BID FORMS

The Bidder shall submit an original Bid on the bid forms attached to this ITB. The Bidder shall fill in all the blank spaces completely for each and every unit item for which a Bid is tendered. The Bidder shall state the price, typewritten or in ink, for which he proposes to do each item of Work. The Bid shall include: 1) Agreement/Contract; 2) Bid Forms; 3) Certificate or Evidence of Insurance; 4) Bid Guarantee; 5) Qualifications Statement; 6) Sworn Statement on Public Entity Crime Form; 7) Addenda Acknowledgement, if applicable; 8) Anti-Kickback Affidavit; 9) Non- Collusive Affidavit; 10) Drug Free Workplace form; and 11) a Corporate Resolution evidencing authorization to submit Bid, if applicable.

1.07 SIGNATURE ON BID

The Bidder shall sign the Bid as follows: If the Bid is made by an individual, the Bidder name and address shall be shown. If made by a firm or partnership, the name and address of each member of the firm or partnership shall be shown. If made by a corporation, the person signing the Bid shall

show the name of the state under the laws of which the corporation is chartered, also the names and business addresses of its corporate officers. The Bid shall bear the seal of the corporation attested by the secretary. Anyone signing the Bid as agent shall include in the Bid legal evidence of his/her authority to do so.

1.08 COST OF BIDS

All expenses involved with the preparation and submission of Bids to the Town or any work performed in connection therewith, shall be borne by the Bidder(s). No payment shall be made for any responses received, nor for any other effort required of or made by the Bidder(s) prior to commencement of work as defined by the Agreement duly approved by the Town Council.

1.09 QUALIFICATION OF BIDDERS

Each Bidder shall submit a completed Qualification Statement utilizing the form attached. Each Bidder shall be FDOT prequalified in the following work classes: Flexible Paving, Grading, Pavement Markings, Sidewalks, Traffic Signals, and Drainage

1.10 RIGHT TO REJECT BIDS

The Town of Cutler Bay reserves the right to accept or reject any and/or all Bids.

1.11 AWARD OF CONTRACT

1.11.1 The Award of the Contract will be to the lowest Responsive and Responsible Bidder, whose qualifications indicate the Award will be in the best interest of the Town and whose Bid complies with the requirements of these specifications. In no case will the Award be made until all necessary investigations have been made into the responsibility of the Bidder(s) and the Town Manager is satisfied that the Bidder is qualified to do the Work and have the necessary organization, capital, and equipment to carry out the Work in the specified timeframes. **The prime contractor shall be FDOT prequalified prior to the contract award for the following work classes, Drainage and Grading. The prime contractor or sub-contractors shall be FDOT prequalified prior to contract award for the following classes, Flexible Paving, Pavement Markings, Sidewalks, and Traffic Signals.**

1.11.2 If the Town accepts a Bid, the Town will provide a written notice of Award to the lowest Responsive and Responsible Bidder, who meets the requirements of Section 1.11.1.

1.11.3 If the successful Bidder to whom an Agreement is awarded forfeits the Award by failing to meet the conditions of subsection 1.13, the Town may award the Agreement to the next lowest Responsive and Responsible Bidder or reject all Bids or re-advertise the Work.

1.11.4 The Town may consider the lowest and responsive responsible bidder as the bidder who has the lowest bid Amount for: **SW 200 STREET AND SW 103 AVENUE ROUNDABOUT PROJECT.**

1.11.5 In the event of a tie, the Contract will be awarded to the Contractor with the most Capital based on a Financial Statement. A Financial Statement will be requested by the Town to determine the Award of the Contract.

1.12 RETURN OF THE BID GUARANTY

All Bid Guarantees of unsuccessful Bidders will be returned after the Agreement is awarded and executed, if requested by unsuccessful bidder.

1.13 EXECUTION OF CONTRACT

The successful Bidder(s) shall, within ten (10) days of receipt of a written notice of the Award of the Agreement, deliver to the Town a fully executed Agreement and all requested certificates of insurance and bonds.

1.13.1 FORFEITURE OF BID GUARANTY FOR FAILURE TO EXECUTE CONTRACT

The failure of the successful Bidder(s) to execute an Agreement and submit required insurance certificates and bonds as specified in subsection 1.13 from “Standard General Conditions of the Construction Contract” will result in forfeit of the Award. Each Bidder agrees in advance that the Town will sustain certain damages too difficult to accurately ascertain. Accordingly, if the Award is forfeited under this Section, the amount of the Bid Guaranty of the forfeiting Bidder will be retained by the Town, not as forfeiture or a penalty, but as liquidated damages.

1.14 TIME AND AWARD

The Bidder agrees to abide by the overall and unit prices quoted in the Bid for up to ninety (90) days from the date of bid opening to allow for the Town review, award, and execute the Agreement.

1.15 INTERPRETATION AND CLARIFICATION

All questions about the meaning or intent of the Bid Documents and specifications shall be directed in writing to the Town Clerk’s Office, Mauricio Melinu, CMC at 10720 Caribbean Blvd., Suite 105, Cutler Bay, Florida 33189 or e-mail: Mmelinu@cutlerbay-fl.gov. All correspondences whether in writing or through e-mail must be titled “**SW 200 STREET AND SW 103 AVENUE ROUNDABOUT PROJECT.**” Interpretation or Clarifications considered necessary by the Town in response to such questions will be issued by means of addenda electronically mailed or delivered to all parties that are on record with the Town Clerk as having requested and received the Bid Documents. Provided however that it is each Bidder’s sole responsibility to be informed of any changes to the ITB in the form of written addenda and the Town shall not be responsible for any Bidder’s failure to receive same. The Town has the right to rely on all Bids received and the submittal of a Bid shall represent the Bidder’s acknowledgement that he has read and understood the ITB and any addenda thereto. Written questions must be received by **WEDNESDAY, MAY 1, 2024, at 1:00 PM.** Only questions answered by written addenda shall be binding. Oral and other interpretation or clarifications shall be without legal effect.

1.16 BID MODIFICATIONS

No modifications shall be submitted by Bidder or accepted by the Town.

1.17 WITHDRAWAL OF A BID

A Bidder may withdraw his Bid at any date and time prior to the time the Bids are scheduled to be opened. Notice of withdrawal should be made in writing to the Town Clerk's Office, Mauricio Melinu, CMC at 10720 Caribbean Blvd., Suite 105, Cutler Bay, Florida 33189.

1.18 OPENING OF BIDS

Bids will be publicly opened and read aloud at the appointed time and place stated in the Invitation to Bid/Request for Proposals. Late Bids will not be considered. No responsibility will be attached to any Town Staff for the premature opening of a Bid not properly addressed and identified. Bidders or their authorized agents are invited to be present at the bid opening.

1.19 PUBLIC ENTITY CRIMES ACT

In accordance with the Public Entity Crimes Act, (Section 287.133, Florida Statutes) a person or affiliate who is a contractor, who had been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the Town, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to the Town, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with the Town in excess of the threshold amount provided in Section 287.917, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section by the Contractor shall result in rejection of the Bid, termination of the contract, and may cause Contractor debarment.

1.20 TOWN LICENSES, PERMITS AND FEES

In accordance with the Public Bid Disclosure Act, 218.80, Florida Statutes, each license, permit, or fee a Contractor will have to pay the Town before or during the Work or the percentage method or unit method of all licenses, permits and fees required by the Town and payable to the Town by virtue of the Work as part of the Agreement are as follows:

- 1.20.1** Contractor shall have and maintain during the term of the Agreement all appropriate Town licenses, and fees for which shall be paid in full in accordance with the Town's Fee structure for such licenses. **THERE WILL NOT BE ANY PERCENTAGE REDUCTION OR WAIVING OF TOWN LICENSE FEES.**

1.20.2 During the performance of the Agreement there may be times when the Contractor will be required to obtain a Town permit for the Work. It is the responsibility of the Contractor to ensure that he or she has the appropriate Town permits to perform such Work as may become necessary during the performance of the Agreement. Any fees related to Town required permits in connection with the Agreement will be the responsibility of the Contractor and will not be reimbursed by the Town. Licenses, permits, and fees that may be required by County, State or Federal entities are not included in the above list.

1.21 INSURANCE

The Bidder shall be required to provide and maintain insurance coverage of such types and amounts as specified in Article 5-Bond and Insurance of supplemental conditions. The Bidder shall include with his or her Bid either Certificates of Insurance evidencing same or documentation from his or her insurer evidencing the insurability of the Bidder to meet the insurance requirements.

1.22 BONDS

A Performance and a Payment Bond for the **entire** base bid amount shall be required in connection with this contract.

1.23 FAMILIARITY WITH LAWS

The Bidder is assumed to be familiar with all applicable Federal, State, and local laws, ordinances, rules, and regulations that may in any manner affect the Work.

1.24 EXAMINATION OF BIDDER'S FACILITIES

The Town, as part of its evaluation, may perform an examination of the Bidder's facilities. The Town Manager or designee, as part of the evaluation, may perform this examination.

The term facilities as used in this solicitation shall include, but shall not be limited to, all properties operated by the Bidder, all equipment used in the performance of business by the Bidder, and/or any other evidence, tangible, or intangible, that the Town may deem necessary to substantiate the technical and other qualifications, and the abilities of the Bidder to perform the Work.

The examination shall include, but shall not be limited to, appearance and cleanliness of facilities, appearance, and cleanliness of equipment, "road worthiness" of vehicles, appearance and visibility of all signage on vehicles, and possession and distribution of mandatory equipment. Vehicles shall be examined for compliance with State of Florida Statutes, as well as applicable County and Town Ordinances. Additionally, examination may include verification of some of the (physical) minimum requirements for Bidders. Additionally, the Town reserves the right to perform such examinations on the successful Bidder as often as it deems necessary, to ensure proper performance of the proposed Agreement.

1.25 ALLOWANCES

Included in the contract sum is an allocation account for unforeseen conditions, potential construction changes and quantity adjustments, and additional work or materials that the Town may deem necessary if ordered and authorized by the Town in accordance with the Contract Documents.

1.26 CAMPAIGN FINANCE RESTRICTIONS ON VENDORS

Pursuant to Town Code Chapter 24, Article II, Section 24-228 of the Town Charter, vendors of the Town are required to disclose any campaign contributions to the Town Clerk, and each vendor must do so prior to and as a condition of the award of any Town contract to the vendor.

Vendors' Campaign Contribution Disclosure:

1. General Requirements:

- A) Any vendor required to disclose campaign contributions pursuant to the Charter of the Town of Cutler Bay, as may be amended, shall file a written disclosure with the Town Clerk, stating all contributions made that were accepted by an elected official of the Town, the official to whom they were made and the date they were made. The Town Clerk may develop a form to be used by vendors for such disclosure.
- B) The disclosure shall be filed prior to and as a condition of the award of any Town contract to the Vendor.
- C) The Town Clerk shall inform the Council of any disclosures which were made in relation to any items before the Council prior to the hearing on the item or prior to the award of the contract.
- D) If an existing vendor makes a contribution the vendor must report the same to the clerk within ten days of its acceptance or prior to being awarded any additional contract or renewal, whichever occurs first.
- E) The Town Clerk shall file a quarterly report with the Council, which lists all the vendor disclosures in the quarter.

2. Disqualification:

- A) As per Section 7.6 of the Town Charter, if a Vendor of products or services who directly or through a member of the person's immediate family or through a political action committee or through any other person makes a campaign contribution to a Town candidate and fails to disclose it then he/she/it shall be barred from selling any product or service to the town for a period of two years following the swearing in of the subject elected official.

1.27 CONE OF SILENCE

Notwithstanding any other provision of these specifications, the provisions of Town "Cone of Silence" are applicable to this transaction. The entirety of these provisions can be found in the Town Code Chapter 24, Article II, Section 24-228 of the Town Charter. The "Cone of Silence," as used herein, means a prohibition on any communication regarding a particular Request for Proposal ("RFP"), Request for Qualification ("RFQ") or bid, between:

1. A potential vendor, service provider, proposer, bidder, lobbyist, or consultant; and
2. The Town Council, Town's professional staff including, but not limited to, the Town Manager and his or her staff, any member of the Town's selection or evaluation committee.

The Cone of Silence shall be imposed upon each RFQ, RFP and bid after the advertisement of said RFQ, RFP, or bid. The Cone of Silence shall terminate at the beginning of the Town Council meeting at which time the Town Manager makes his or her written recommendation to the Town Council. However, if the Town Council refers the Manager's recommendation back to the Manager or staff for further review, the Cone of Silence shall be re-imposed until such time as the Manager makes a subsequent written recommendation.

The Cone of Silence shall not apply to:

- a. Oral communications at pre-bid conferences;
- b. Oral presentations before selection or evaluation committees;
- c. Public presentations made to the Town Council during any duly noticed public meeting;
- d. Communication in writing at any time with any Town employee, unless specifically prohibited by the applicable RFQ, RFP or bid documents. The bidder or proposer shall file a copy of any written communication with the Town Clerk. The Town Clerk shall make copies available to any person upon request;
- e. Communications regarding a particular RFQ, RFP or bid between a potential vendor, service provider, proposer, bidder, lobbyist or consultant and the Town's Purchasing Agent or Town employee designated responsible for administering the procurement process for such RFQ, RFP or bid, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;
- f. Communications with the Town Attorney and his or her staff;
- g. Duly noticed site visits to determine the competency of bidders regarding a particular

bid during the time period between the opening of bids and the time the Town Manager makes his or her written recommendation;

Any emergency procurement of goods or services pursuant to Town Code;

- h. Responses to the Town's request for clarification or additional information;
- i. Communications to enable Town staff to seek and obtain industry comment or perform market research, provided all communications related thereto between a potential vendor, service provider, proposer, bidder, lobbyist, or consultant and any member of the Town's professional staff including, but not limited to, the Town Manager and his or her staff are in writing or are made at a duly noticed public meeting.

Please contact the Town Attorney for any questions concerning Cone of Silence compliance. Violation of the Cone of Silence by a particular bidder or proposer shall render any RFQ award, RFP award or bid award to said bidder or proposer voidable by the Town Council and/or Town Manager.

1.28 LOBBYIST REGISTRATION

Proposers must also comply with all Town Charter sections and Code provisions that pertain to lobbyists, including Section 7.6 of the Town Charter and implementing ordinance(s), including Sec. 2-11(s) of the Town Code and Ordinance 07-02. Please contact the Town Clerk at (305) 234-4262 for additional information.

1.29 PROTEST PROCEDURES

With respect to a protest of the terms, conditions, and specifications contained in a solicitation (ITB), including any provisions governing the methods for ranking bids, proposals, or replies, awarding contracts, or modifying or amending any contract, the notice of protest shall be filed pursuant to Town Code Chapter 24, Article II Division 8 Section 24-199.

https://library.municode.com/fl/cutler_bay/codes/code_of_ordinances?nodeId=PTIICOOR_CH24PR_ARTIICOPU_DIV8PRBIPRAW

1.30 PUBLIC RECORDS LAW

- a. Contractor agrees to keep and maintain public records in CONTRACTOR's possession or control in connection with CONTRACTOR's performance under this Agreement. CONTRACTOR additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. 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 Agreement, and following completion of the Agreement until the records are transferred to the TOWN.
- b. Upon request from the TOWN's custodian of public records, CONTRACTOR shall provide the TOWN 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 by Chapter 119, Florida Statutes, or as otherwise provided by law.
- c. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the TOWN.
- d. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the CONTRACTOR shall be delivered by the CONTRACTOR to the TOWN MANAGER, at no cost to the TOWN, within

seven (7) days. All such records stored electronically by CONTRACTOR shall be delivered to the TOWN in a format that is compatible with the TOWN's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the CONTRACTOR shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

- e. Any compensation due to CONTRACTOR shall be withheld until all records are received as provided herein.
- f. CONTRACTOR's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the TOWN.

Section 119.0701(2)(a), Florida Statutes

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.

Custodian of Records: Mauricio Melinu, CMC Town Clerk

**Mailing address: 10720 Caribbean Boulevard
Suite 105
Cutler Bay, FL 33189**

Telephone number: (305) 234-4262

Email: mmelinu@cutlerbay-fl.gov

[END OF SECTION]

SECTION 3
CONTRACT FOR CONSTRUCTION

THIS CONTRACT FOR CONSTRUCTION (this “Contract”) is made this _____ day of _____, 2024 (the “Effective Date”) by and between the **TOWN OF CUTLER BAY, FLORIDA**, a Florida municipal corporation, (the “Town”), and [_____] a [_____] (the “Contractor”).

WHEREAS, the Town issued Invitation to Bid No. 24-04 (the “ITB”) for construction of **SW 200 STREET AND SW 103 AVENUE ROUNDABOUT PROJECT** (the “Project”), which ITB is incorporated herein by reference and made a part hereof; and

WHEREAS, in response to the Town’s ITB, the Contractor submitted a bid for the Project (“Bid”), which Bid is incorporated herein by reference and made a part hereof, and includes the Price Submittal (“Pricing”) attached hereto as Exhibit “A”; and

WHEREAS, Contractor submitted the lowest, responsive and responsible bid in response to the ITB and was selected and awarded this Contract for performance of the Work (as hereinafter defined); and

WHEREAS, Contractor has represented to the Town that it possesses the necessary qualifications, experience and abilities to perform the Work or the Project, and has agreed to provide the Work on the terms and conditions set forth in this Contract.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Contractor and the Town agree as follows:

1. SCOPE OF WORK

1.1. Scope of Work. Contractor hereby agrees to furnish all of the labor, materials, equipment, services and incidentals necessary to perform all of the work described in the Contract Documents (the “Work” or the “Project”) including, without limitation as described in the approved plans, drawings and/or specifications prepared by SRS Engineering, Inc. dated October 24, 2023 (the “Plans”) and any other documents incorporated herein by reference and made a part of this Contract for the following Project:

SW 200 STREET AND SW 103 AVENUE ROUNDABOUT PROJECT

1.2. Pre-Construction Conference. Within fourteen (14) calendar days after this Contract is executed by both parties, and before any Work has commenced, a pre-construction conference will be held between the Town, the Contractor, and the Project Consultant. The Contractor must submit its project schedule and schedule of values, if applicable, prior to this conference.

1.3. Project Schedule. Contractor must submit a proposed Project Schedule as follows:

1.3.1. Schedule must identify the schedule for each location comprising the Project. The proposed Project schedule must be submitted within ten (10) calendar days from the date this Contract is executed by both parties for the review and approval of the Project Consultant or Town as applicable. This initial schedule shall establish the baseline schedule for the Project.

1.3.2. All updates of schedules must be tracked against the baseline schedule and must be at a minimum submitted with each pay application. An updated schedule tracked against the baseline must also be submitted upon execution of each Change Order that impacts the Contract Time. Failure to submit such schedules will result in the rejection of any submitted payment application.

1.3.3. All Project Schedules must be prepared in Microsoft Project or approved equal by the Town. At the time of submission of schedules, Contractor must submit a hard copy as well as an electronic version. Electronic versions must not be submitted in a .pdf format.

1.4. Records.

1.4.1. As-Built Drawings. During the Work, Contractor must maintain records of all deviations from the Drawings as approved by the Project Consultant and prepare two copies of As-Built Record Drawings showing correctly and accurately all changes and deviations made during construction to reflect the Work as it was actually constructed. It is the responsibility of the Contractor to check the As-Built Drawings for errors and omissions prior to submittal to the Town and to certify in writing that the As-Built Record Drawings are correct and accurate, including the actual location of all infrastructure, internal piping, and electrical/signal conduits in or below the concrete floor (indicating the size, depth, and voltage in each conduit). To record actual construction, Contractor must legibly mark on-site structures and site Work as follows:

1.4.1.1. Depths of various elements of foundation in relation to finish first floor datum.

1.4.1.2. All underground piping and ductwork with elevations and dimensions and locations of valves, pull boxes, etc. Changes in location. Horizontal and vertical locations of underground utilities and appurtenances referenced to permanent surface improvements. Actual installed pipe material, class, etc.

1.4.1.3. Location of internal utilities and appurtenances concealed in the construction, referenced to visible and accessible features of the structure. Air conditioning ducts with locations of dampers, access doors, fans and other items needing periodic maintenance.

1.4.1.4. Field changes in dimensions and details.

1.4.1.5. Changes made by Project Consultant's written instructions or by Change Order.

1.4.1.6. Details not on original Contract Drawings.

1.4.1.7. Equipment, conduit, electrical panel locations.

1.4.1.8. Project Consultant's schedule changes according to Contractor's records and shop drawings.

1.4.1.9. Specifications and Addenda: Legibly mark each section to record:

1.4.1.9.1. Manufacturer, trade name, catalog number and Supplier of each product and item of equipment installed.

1.4.1.9.2. Changes made by Project Consultant's written instructions or by Change Order.

1.4.1.10. Approved Shop Drawings: Provide record copies for each process, equipment, piping, electrical system and instrumentation system.

1.4.1.10.1. As built documents must be updated monthly as a condition precedent to payment unless waived by the Town. A final survey signed and sealed by a surveyor must be provided to the Town at no additional cost, including digital (CAD and PDF) versions.

1.4.1.10.2. For construction of new building, or building additions, field improvements, and or roadway improvements, as-built drawings must be signed and sealed by a Florida Licensed Registered Land Surveyor.

1.4.2. Record Set. Contractor must maintain in a safe place one record copy and one permit set of the Contract Documents, including, but not limited to, all Drawings, Specifications, amendments, COs, RFIs, and field directives, as well as all written interpretations and clarifications issued by the Project Consultant, in good order and annotated to show all changes made during construction. The record documents must be continuously updated by Contractor throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from COs and/or field directives as well as all written interpretations and clarifications, and all concealed and buried installations of piping, conduit and utility services. Contractor must certify the accuracy of the updated record documents. The record documents must be clean, and all changes, corrections and dimensions must be given in a neat and legible manner in red. Upon Final Completion and as a condition precedent to Contractor's entitlement to final payment, the Record Set must be delivered to the Project Consultant by the Contractor. The Record Set of Drawing must be submitted in both hard copy and as electronic plot files.

1.4.3. Construction Photographs. Prior to commencement of the Work the Contractor must take digital photographs and color audio-video recording to document existing conditions and submit copies in an acceptable format to the Town. Contractor must submit with each application for payment photographs that accurately reflect the progress of all aspects of the Work. The number of photographs to be taken will be based on the magnitude of the Work being performed. Contractor must submit one copy of each photograph in print and digitally. The photographs must be printed on 8" X 10" high resolution glossy commercial grade and weight color photographic print paper or in a format acceptable to the Town. Each photograph must be imprinted on its face with the title of the Project, the date, and time the picture was taken. Digital photographs must be taken using .jpeg format and will be submitted through a file-sharing site (such as Dropbox) or on a CD-ROM or flash drive clearly identifying the name of the Project, the name of the Contractor, and the timeframe in which the pictures were taken. Initial set up prints will be submitted in a three-ring binder with each picture protected by a clear plastic sleeve. Subsequent prints are to be submitted in clear plastic sleeves that can be added to the binder. The three-ring binder must be of such size to be able to hold all print pictures.

1.5. Staging Site.

1.5.1. The Contractor is solely responsible for making all arrangements for any staging site(s) that may be necessary for the performance of the Work and the Contractor is responsible for all site security, including any fencing of the site, and any loss, damage or theft to its equipment and materials. Any fencing of the Staging Site is subject to the prior written approval of the Town.

1.5.2. The Town at its sole discretion may make a staging site available for use by the Contractor. If such site is made available by the Town, the Town assumes no responsibility or liability for the equipment or materials stored on the site, and the Contractor will be solely responsible for any loss, damage or theft to its equipment and materials. The Contractor must restore the site to its pre-existing condition prior to the Contractor's use of the site.

1.5.3. The Contractor may be required to provide or may choose to use an office trailer for the duration of the Project. The Contractor must have the prior written approval of the Town as to the use of any office trailer and the placement location for the office trailer. The Contractor must obtain all required permits from the appropriate regulatory agencies.

1.5.4. No parking is permitted at a Town provided staging site without the prior written approval of the Town.

1.6. Purchase and Delivery, Storage and Installation. All materials must be F.O.B. delivered and included in the cost of the Work. The Contractor is solely responsible for the purchase, delivery, off-loading and installation of all equipment and material(s). Contractor must make all arrangement for delivery. Contractor is liable for replacing any damaged equipment or material(s) and filing any and all claims with suppliers. All transportation must comply with all federal, state (including FDOT), Miami-Dade County, and local laws, rules and regulations. No materials will be stored on-site without the prior written approval of the Town.

1.7. Approval of Subcontractors. For any scope of work that the Contractor will utilize a subcontractor, the Contractor may only retain or utilize the services of the particular subcontractor with the prior written approval of the Town Manager, which approval may be granted or withheld in the Town Manager's sole and absolute discretion. The Contractor shall provide at least fourteen (14) days notice to the Town Manager and the Project Consultant of its intent to retain or utilize a subcontractor.

1.8. Project Signage. Contractor must furnish and install two (2) Project signs at the Project Site in accordance with the requirements provided by the Project Consultant or the Town as applicable.

2. CONTRACT TIME

2.1. Contractor shall be instructed to commence the Work by written instructions in the form of a Notice to Proceed providing a commencement date and issued by the Town Manager or designee. The Notice to Proceed will not be issued until Contractor's submission to Town of all required documents and after execution of this Contract.

2.2. Time is of the essence throughout this Contract. The Contractor shall prosecute the Work with faithfulness and diligence and the **Work shall be substantially completed within one hundred twenty (120) calendar days from the date specified in the Notice to proceed ("Contract Time")**.

Substantial Completion shall be defined for this purpose as the date on which Town receives beneficial use of the Project. **The Work shall be fully completed in accordance with the Contract Documents within one hundred fifty (150) calendar days from the date specified in the Notice to Proceed (“Final Completion Time”).** The Final Completion date is defined as the date determined by the Town when all Work, including punch list items, has been completed in accordance with the Contract Documents and Contractor has delivered to Town all documentation required herein.

2.3. Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Contract and that Owner will suffer financial loss and other damages if the Work is not substantially or finally complete within the time specified in paragraph 2.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not substantially or finally complete on time. Contractor acknowledges and agrees that the actual delay damages which Owner will suffer in the event of delay in achieving Substantial Completion or Final Completion of the Work are difficult, if not impossible, to determine and that the liquidated damages described herein are a fair and reasonable estimate of the delay damages which the Owner is expected to suffer in the event of such delay. Accordingly, instead of requiring any such proof, Owner and Contractor agree, that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner in accordance with FDOT Specifications Table below for each day that expires after the time specified in Paragraph 2.1 for Substantial Completion until the Work is substantially complete. Liquidated damages shall be deducted from the Contractor’s Applications for Payment. However, if at the time of the Contractor’s Final Application for Payment, Contractor is owed insufficient amounts to fully cover the deduction for liquidated damages, then Contractor shall pay any amount due within ten (10) days of written demand by Owner.

FDOT Specifications Table

Amount of Liquidated Damages: Applicable liquidated damages are the amounts established in the following schedule:

Original Contract Amount	Daily Charge Per Calendar Day
\$299,999 and under	\$ 980
\$300,000 but less than \$2,000,000.....	\$1,699
\$2,000,000 but less than \$5,000,000.....	\$2,650
\$5,000,000 but less than \$10,000,000.....	\$3,819
\$10,000,000 but less than \$20,000,000.....	\$4,687
\$20,000,000 but less than \$40,000,000.....	\$7,625
\$40,000,000 and over	\$10,467

plus 0.00005 of any amount over \$40 million (Round to nearest whole dollar). The Engineer may approve adjustments to the liquidated damages amounts in accordance with the Construction Project Administration Manual (CPAM) provided all contract work is complete.

2.4. Town is authorized to deduct the liquidated damages from monies due to Contractor for the Work under this Contract. In case the liquidated damage amount due to Town by Contractor exceeds monies due Contractor from Town, Contractor shall be liable and shall immediately upon demand by Town pay to Town the amount of said excess.

3. CONTRACT PRICE AND PAYMENT PROCEDURES

3.1. Lump Sum Price. The Town shall pay the Contractor an amount not to exceed \$ _____ for the performance of the Work in accordance with the line items and unit prices included in Exhibit "A" (the "Contract Price"). The Contract Price shall be full compensation for all services, labor, materials, equipment, and costs, including overhead and profit, associated with completion of all the Work in full conformity with the Contract Documents and adjusted only by written change orders signed by both parties and approved as required by local law. The Contract Price shall include all applicable sales taxes as required by law.

3.2. Schedule of Values. The Contractor must submit two copies of schedule of values within ten (10) calendar days from the date this Contract is executed by both parties. The schedule of values shall indicate a complete breakdown of labor and material of all categories of Work on the Project. Contractor's overhead and profit must be listed as separate line items if requested. Each line item must be identified with the number and title of the major specification section or major components of the items. The Project Consultant or Town as applicable may require further breakdown after review of the Contractor's submittal. The Town reserves the right to require such information from the Contractor as may be necessary to determine the accuracy of the schedule of values. The combined total value for mobilization under the Schedule of Values shall not exceed 5% of the value of the Contract. The accepted Schedule of Values must be Incorporated into the Contractor's payment application form. The Contractor guarantees that each individual line item contained in the schedule of values submitted as part of a competitive solicitation shall not be increased without written approval by the Town Manager.

3.3. Payment Application Procedures. Town shall make progress payments, deducting the amount from the Contract Price above on the basis of Contractor's Applications for Payment on or before thirty (30) days after receipt of the Pay Application. Rejection of a Pay Application by the Town shall be within thirty (30) days after receipt of the Pay Application. Any rejection shall specify the applicable deficiency and necessary corrective action. Any undisputed portion shall be paid as specified above. All such payments will be made in accordance with the Schedule of Values established in the Contract Documents or, in the event there is no Schedule of Values, as otherwise provided in the Contract Documents. In the event the Contract Documents do not provide a Schedule of Values or other payment schedule, Applications for Payment shall be submitted monthly by Contractor on or before the 10th of each month for the prior month to the Town's Consultant, **SRS Engineering, Inc.** (the "Town's Project Consultant"). Progress payments shall be made in an amount equal to the percentage of Work completed as determined by the Town or Town's Project Consultant, but, in each case, less the aggregate of payments previously made and less such amounts as Town shall determine or Town may withhold taking into account the aggregate of payments made and the percentage of Project completion in accordance with the Contract Documents and Schedule of Values, if any. The Contractor agrees that five percent (5%) of the amount due for each progress payment or Pay Application (the "Retainage") shall be retained by Town until final completion and acceptance of the Work by Town. In the event there is a dispute between Contractor and Town concerning a Pay Application, dispute resolution procedures shall be conducted by Town commencing within 45 days of receipt of the disputed Payment Application. The Town shall reach a conclusion within 15 days thereafter and promptly notify Contractor of the outcome, including payment, if applicable.

3.4. Progress Payment Applications. Each progress payment application submitted to the Town must include:

3.4.1. A sworn and certified progress payment affidavit indicating that all laborers, material suppliers, and subcontractors dealing with the Contractor were paid in full as it relates to all Work completed up to the time of the request for payment;

3.4.2. Partial conditional releases or waivers of lien by the Contractor, material suppliers, subcontractors, and any lienors serving a Notice to the Town and evidence of proof of payment of any indebtedness incurred with respect to the Work of the Contractor as may be required by the Town;

3.4.3. Evidence that all Work was fully performed as required by the Contract Documents up to the time of the request for payment and that the Work was inspected and accepted by the Town and any other governmental authorities required to inspect the Work; and

3.4.4. An updated Project schedule, including a two-week look-ahead schedule, as approved in writing by the Town Manager.

3.4.5. All Buy-Out Savings, including supporting documentation relating to the calculation of the Buy-Out Savings.

3.5. Final Payment. Upon Final Completion of the Work by Contractor in accordance with the Contract Documents and acceptance by the Town, and upon receipt of consent by any surety, Town shall pay the remainder of the Contract Price (including Retainage) as recommended by the Town's Project Consultant and Building Official. Final payment is contingent upon receipt by Town from Contractor of:

3.5.1. An affidavit that payrolls, bills for materials, equipment, and other indebtedness were paid in full as it relates to all Work performed under this Contract;

3.5.2. A certificate evidencing that insurance required by the Contract Documents shall remain in effect after final payment is made;

3.5.3. A written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents;

3.5.4. Documentation of any special warranties, including, but not limited to, any manufactures' warranties or specific subcontractor warranties;

3.5.5. Evidence that all Punch List items have been fully completed to the satisfaction of the Town;

3.5.6. All previously undelivered manufacturer and subcontractor guarantees, warranties, and manuals and documents required by the Contract Documents;

3.5.7. Final releases of lien, waivers of claim, satisfactions of liens or claims, and such other affidavits as may be reasonably required by the Town to assure a lien-free and claim-free completion of the Work;

3.5.8. Evidence that the Contractor has fully cleaned and restored the site, including removal of all rubbish and debris;

3.5.9. At least one complete set of as-built plans, reflecting an accurate depiction of Contractor's Work;

3.5.10. Such other documents necessary to show that the Contractor has complied with all other requirements of the Contract Documents; and

3.5.11. Cost Savings, including supporting documentation used to calculate the Cost Savings.

3.6. Payment Withholding. The Town may withhold any payment, including a final payment, for application to such extent as may be necessary, as determined by the Town's Project Consultant, to protect the Town from loss for which the Contractor is responsible in the event that:

3.6.1. The Contractor performs defective Work and such Work has not been corrected, provided that the amount withheld shall be limited to the amount sufficient to cover such defective Work;

3.6.2. A third-party files a claim or lien in connection with the Work or this Contract;

3.6.3. The Contractor fails to make payments properly to subcontractors or suppliers for labor, materials, or equipment which has been paid by the Town, provided that the amount withheld shall be limited to the amount sufficient to cover such payments to subcontractors or suppliers for labor, materials, or equipment;

3.6.4. The Town has reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

3.6.5. The Contractor, its employees, subcontractors, or agents have damaged the Town;

3.6.6. The Town has reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover liquidated damages for the anticipated delay;

3.6.7. The Contractor has failed to progress the Work satisfactorily and/or according to the Contract Schedule;

3.6.8. The Contractor has failed to carry out the Work in accordance with the Contract Documents;

3.6.9. The Contractor has failed to provide requisite releases of lien for each payment application in accordance with the Contract Documents; and/or

3.6.10. Any other failure to perform a material obligation contained in the Contract Documents.

3.7. No Waiver of Town Rights. The payment of any Application for Payment by the Town, including the final request for payment, does not constitute approval or acceptance by the Town

of any item of the Work reflected in such Application for Payment, nor shall it be construed as a waiver of any of the Town 's rights hereunder or at law or in equity.

3.8. Payment to Sub-Contractors; Certification of Payment to Subcontractors. The term "subcontractor," as used herein, includes persons or firms furnishing labor, materials or equipment incorporated into or to be incorporated into the Work or Project. The Contractor is required to pay all subcontractors for satisfactory performance of their contracts as a condition precedent to payment to Contractor by the Town. The Contractor shall also return all retainage withheld to the subcontractors within 30 days after the subcontractor's work is satisfactorily complete and accepted by the Town.

3.9. Cost Savings and Value Engineering.

3.9.1. Cost Savings. In the event the Contractor rebids or renegotiates with any subcontractor to reduce subcontractor costs for the performance of the Work, then the difference between (i) the sum of the subcontractor costs used to establish the Contract Price, as set forth in the Schedule of Values, and (ii) the sum of the revised subcontractor costs, including any early payment or similar discounts (the "Cost Savings"), shall revert to the Town. The Contract Price shall be adjusted in accordance with any Cost Savings through a Change and the Schedule of Values shall also be revised to reflect the new Contract Price.

3.9.2. Value Engineering. Contractor shall participate in Value Engineering the Contract Documents with the Town and the Architect with the goal of finding acceptable means for reducing the cost of the Work. Upon acceptance by the Town of recommendation for Value Engineering, the Contract Documents shall be modified to reflect such changes. All savings in connection with Value Engineering of the Work shall revert to Town.

4. CONTRACT DOCUMENTS

4.1. The Contract Documents, which comprise the entire agreement between the Town and the Contractor concerning the Work, consist of this Contract for Construction (including any change orders and amendments thereto), the Plans and Specifications, the Technical Specifications, any Bidding Documents or procurement documents for the Project, the Contractor's Bid for the Project (including the Schedule of Bid Items-Pricing), the Bonds (defined herein), Insurance Certificates, the Notice of Award, and the Notice to Proceed, all of which are deemed incorporated into and made a part of this Contract by this reference and govern this Project. In the event of any conflict among the foregoing, the documents shall govern in the order listed herein. Contractor is reminded and hereby recognizes that all Work under this Contract must comply with all applicable federal, state, and local law. Any mandatory clauses which are required by applicable law shall be deemed to be incorporated herein.

4.2. This Contract incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of these Contract Documents that are not contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

4.3. The Contract Documents shall remain the property of the Town. The Contractor shall have the right to keep one record set of the Contract Documents upon completion of the Project; however in no circumstances shall the Contractor use, or permit to be used, any or all of such Contract Documents on other projects without the Town's prior written authorization.

4.4. **Conflicts; Order of Priority.** This document without exhibits is referred to as the “Base Agreement.” In the event of a conflict between the terms of this Base Agreement and any exhibits or attachments hereto, or any documents incorporated herein by reference, the conflict shall be resolved in the following order of priorities and the more stringent criteria for performance of the Work shall apply:

4.4.1. First Priority: Change Orders with later date taking precedence;

4.4.2. Second Priority: ARPA Contract Form, if applicable;

4.4.3. Third Priority: This Base Agreement;

4.4.4. Fourth Priority: Contract Documents, excluding this Base Agreement; and

4.4.5. Fifth Priority: Exhibit A, “Price Submittal Form.”

5. **INDEMNIFICATION**

5.1. To the extent provided by law, [] shall defend, indemnify, and hold harmless the Town of Cutler Bay and the State of Florida, Department of Transportation, including the Town’s and Department’s officers, agents and employees, against any actions, claims, or damages arising out of, relating to judgment or damages, including legal fees and costs and through appeal, arising out of or, relating to, or resulting from negligent or wrongful act(s) of [], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [].

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

6. **INSURANCE AND BONDS**

6.1. **Insurance.**

6.1.1. Contractor shall secure and maintain throughout the duration of this Contract insurance of such types and in such amounts not less than those specified below as satisfactory to the Town, naming the Town and Florida Department of Transportation (FDOT) as an Additional Insured, underwritten by a firm rated A-X or better by Bests Rating and qualified to do business in the State of Florida. Certificates of Insurance shall be provided to the Town, reflecting the Town and FDOT as an Additional Insured, no later than ten (10 days after award of this Contract and prior to the

execution of this Contract by Town and prior to commencing any Work. Each certificate shall include no less than (30) thirty-day advance written notice to Town prior to cancellation, termination, or material alteration of said policies or insurance. The insurance coverage shall be primary insurance with respect to the Town, its officials, employees, agents and volunteers naming the Town and FDOT as additional insured. Any insurance maintained by the Town shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverages shall include at a minimum the amounts set forth in this Section 6.1.

6.1.1.1. Commercial General Liability coverage with limits of liability of not less than a \$2,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor. The General Aggregate Liability limit (except for Products/Completed Operations) shall be in the amount of \$2,000,000.

6.1.1.2. Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident. No employee, subcontractor or agent of the Contractor shall be allowed to provide Work pursuant to this Contract who is not covered by Worker's Compensation insurance.

6.1.1.3. Business Automobile Liability with minimum limits of \$1,000,000 per Occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include Owned, Hired, and Non-Owned Vehicles.

6.1.1.4. Builder's Risk property insurance upon the entire Work to the full replacement cost value thereof. This insurance shall include the interest of Town and Contractor and shall provide All-Risk coverage against loss by physical damage including, but not limited to, Fire, Extended Coverage, Theft, Vandalism and Malicious Mischief.

6.1.1.5. Contractor acknowledges that it shall bear the full risk of loss for any portion of the Work damaged, destroyed, lost or stolen until Final Completion has been achieved for the Project, and all such Work shall be fully restored by the Contractor, at its sole cost and expense, in accordance with the Contract Documents.

6.1.2. Certificate of Insurance. On or before the Effective Date of this Contract, the Contractor shall provide the Town with Certificates of Insurance for all required policies. The Contractor shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Contract, including any extensions or renewals that may be granted by the Town. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Contract and shall state that such insurance is as required by this Contract. The Town reserves the right to inspect and return a certified copy of such policies, upon written request by the Town. If a policy is due to expire prior to the completion of the Work,

renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Town before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Town.

6.1.2.1. Additional Insured. The Town and FDOT is to be specifically included as an Additional Insured for the liability of the Town resulting from Work performed by or on behalf of the Contractor in performance of this Contract. The Contractor's insurance, including that applicable to the Town and FDOT as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Town shall be in excess of and shall not contribute to the Contractor's insurance. The Contractor's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

6.1.2.2. Deductibles. All deductibles or self-insured retentions must be declared to and be reasonably approved by the Town. The Contractor shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

6.1.3. The provisions of this section shall survive termination of this Contract.

6.2. Bonds. If required by the Town, prior to performing any portion of the Work the Contractor shall deliver to Town the Bonds required to be provided by Contractor hereunder (the bonds referenced in this Section are collectively referred to herein as the "Bonds"). Pursuant to and in accordance with Section 255.05, Florida Statutes, the Contractor shall obtain and thereafter at all times during the performance of the Work maintain a separate performance bond and labor and material payment bond for the Work, each in an amount equal to one hundred percent (100%) of the Contract Price and each in the form provided in the Contract Documents or in other form satisfactory to and approved in writing by Town and executed by a surety of recognized standing with a rating of B plus or better for bonds up to Two Million Dollars. The surety providing such Bonds must be licensed, authorized and admitted to do business in the State of Florida and must be listed in the Federal Register (Dept. of Treasury, Circular 570). The cost of the premiums for such Bonds is included in the Contract Price. If notice of any change affecting the Scope of the Work, the Contract Price, Contract Time or any of the provisions of the Contract Documents is required by the provisions of any bond to be given to a surety, the giving of any such notice shall be Contractor's sole responsibility, and the amount of each applicable bond shall be adjusted accordingly. If the surety is declared bankrupt or becomes insolvent or its right to do business in Florida is terminated or it ceases to meet applicable law or regulations, the Contractor shall, within five (5) days of any such event, substitute another bond (or Bonds as applicable) and surety, all of which must be satisfactory to Town.

7. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

7.1. In order to induce the Town to enter into this Contract, the Contractor makes the following representations and warranties:

7.1.1. Contractor represents the following:

7.1.1.1. Contractor has examined and carefully studied the Contract Documents and the other data identified in the bidding documents, including, without limitation, the “technical data” and plans and specifications and the Plans.

7.1.1.2. Contractor has visited the Project site and become familiar with and is satisfied as to the general and local conditions and site conditions that may affect cost, progress, performance or furnishing of the Work.

7.1.1.3. Contractor is familiar with and is satisfied as to all federal, state and local laws, regulations and permits that may affect cost, progress, performance and furnishing of the Work. Contractor agrees that it will at all times comply with all requirements of the foregoing laws, regulations and permits.

7.1.1.4. Contractor has made, or caused to be made, examinations, investigations, tests and/or studies as necessary to determine surface and subsurface conditions at or on the site. Contractor acknowledges that the Town does not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to underground or ground facilities at, contiguous or near the site or for existing improvements at or near the site. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and underground facilities and improvements) at, contiguous or near to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.

7.1.1.5. Contractor is aware of the general nature of Work to be performed by the Town and others at the site that relates to the Work as indicated in the Contract Documents.

7.1.1.6. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

7.1.1.7. Contractor has given Town written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Town is acceptable to Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

7.1.1.8. The Contractor agrees and represents that it possesses the requisite qualifications and skills to perform the Work and that the Work shall be executed in a good and workmanlike manner, free from defects, and that all materials shall be new and approved by or acceptable to Town, except as otherwise expressly provided for in the Contract Documents. The Contractor shall cause all materials and other parts of the

Work to be readily available as and when required or needed for or in connection with the construction, furnishing and equipping of the Project.

7.2. No recovery for changed market conditions.

7.2.1. In entering into the Contract, Contractor represents and warrants that it has accounted for any and all inflation-related events, recession, labor or material shortages, supply chain disruptions, delivery lead time, or price increases that may be caused by local and or national conditions, whether known or unknown at the time of entering into the Contract (the “Market Conditions”). Contractor further specifically represents and warrants that it has considered all impacts and potential impacts, including any current and future supply chain disruptions and labor shortages, associated with the following events: (1) worldwide pandemics including, but not limited to, COVID-19 and Monkey Pox (the “Pandemics”) and (2) the current military conflict involving Russia and the Ukraine (the “Ukraine Military Conflict”). Contractor also represents and warrants that in determining time requirements for procurement, installation, and construction completion, Contractor has taken into account the impacts of Market Conditions, the Pandemics, and the Ukraine Military Conflict, and has included all of those factors in the Construction Schedule and Contract Sum.

7.2.2. Contractor shall not seek any price increases or time extensions relating to or arising from the impacts of any Market Conditions, the Pandemics or Ukraine Military Conflict.

7.2.3. The Town shall not make any adjustment in the Contract Sum or grant an extension to the Contract Time in connection with any failure by the Contractor to comply with the requirements of this Paragraph.

7.3. Contractor warrants the following:

7.3.1. Anti-Discrimination. Contractor agrees that it will not discriminate against any employees or applicants for employment or against persons for any other benefit or service under this Contract because of race, color, religion, sex, national origin, or physical or mental handicap where the handicap does not affect the ability of an individual to perform in a position of employment, and agrees to abide by all federal and state laws regarding non-discrimination.

7.3.2. Anti-Kickback. Contractor warrants that no person has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and that no employee or officer of the Town has any interest, financially or otherwise, in the Project. For breach or violation of this warranty, the Town shall have the right to annul this Contract without liability or, in its discretion, to deduct from the Contract Price or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

7.3.3. Licensing. Contractor represents that it is a properly qualified and licensed contractor in good standing within the jurisdiction within which the Project is located. Contractor warrants that it shall have, prior to commencement of Work under this Contract and at all times during said Work, all required licenses from the federal, state, Miami-Dade County, Town, or other governmental or regulatory entity. Contractor acknowledges that

it is the obligation of Contractor to obtain all licenses required for this Project, including Town building permits. Prior to commencement of the Work, the Contractor shall provide the Town with copies of all required licenses.

7.3.4. Permits. Contractor warrants that it shall have, prior to commencement of Work under this Contract and at all times during said Work, all required permits from the federal, state, Miami-Dade County, Town, or other governmental or regulatory entity with jurisdiction over the site that are necessary to perform the Work. Contractor acknowledges that it is the obligation of Contractor to obtain all permits required for this Project, including Town building permits. Prior to commencement of the Work, the Contractor shall provide the Town with copies of all required permits. Town building permit fees may be waived for this Project. If permits are required by any other governing body or agency, the Contractor shall be obligated to pay the fees.

7.4. Defective Work; Warranty and Guarantee.

7.4.1. Town shall have the authority to reject or disapprove Work which the Town finds to be defective. If required by the Town, Contractor shall promptly either correct all defective Work or remove such defective Work and replace it with non-defective Work. Contractor shall bear all direct, indirect and consequential costs of such removal or corrections including cost of testing laboratories and personnel.

7.4.2. Should Contractor fail or refuse to remove or correct any defective Work or to make any necessary repairs in accordance with the requirements of the Contract Documents within the time indicated in writing by the Town or its designee, Town shall have the authority to cause the defective Work to be removed or corrected or make such repairs as may be necessary at Contractor's expense. Any expense incurred by Town in making such removals, corrections or repairs, shall be paid for out of any monies due or which may become due to Contractor. In the event of failure of Contractor to make all necessary repairs promptly and fully, Town may declare Contractor in default.

7.4.3. The Contractor shall unconditionally warrant and guarantee all labor, materials and equipment furnished and Work performed for a period of one (1) year from the date of Substantial Completion. If, within one (1) year after the date of substantial completion, any of the Work is found to be defective or not in accordance with the Contract Documents, Contractor, after receipt of written notice from Town, shall promptly correct such defective or nonconforming Work within the time specified by Town without cost to Town. Should the manufacturer of any materials and equipment furnished provide for a longer warranty, then the Contractor shall transfer such warranty to the Town prior to Final Completion. Nothing contained herein shall be construed to establish a period of limitation with respect to any other obligation which Contractor might have under the Contract Documents including but not limited to any claim regarding latent defects. Contractor shall provide and assign to Town all material and equipment warranties upon completion of the Work hereunder.

7.4.4. Failure to reject any defective Work or material shall not in any way prevent later rejection when such defect is discovered.

8. DEFAULT, TERMINATION, AND SUSPENSION; REMEDIES

8.1. Termination for Cause. If Contractor fails to timely begin the Work, or fails to perform the Work with sufficient workers and equipment or with sufficient materials to ensure the prompt completion of the Work within the Contract Time or Final Completion Time as specified in Section 2, or shall perform the Work unsuitably, or cause it to be rejected as defective and unsuitable, or shall discontinue the prosecution of the Work pursuant to the accepted schedule or if the Contractor shall fail to perform any material term set forth in the Contract Documents or if Contractor shall become insolvent or be declared bankrupt, or commit any act of bankruptcy or insolvency, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever shall not carry on the Work in an acceptable manner, Town may, upon seven (7) days after sending Contractor a written Notice of Termination, terminate the services of Contractor, exclude Contractor from the Project site, provide for alternate prosecution of the Work, appropriate or use any or all materials and equipment on the Project site as may be suitable and acceptable, and may finish the Work by whatever methods it may deem expedient. In such case Contractor shall not be entitled to receive any further payment until the Project is completed. All damages, costs and charges incurred by Town, together with the costs of completing the Project, shall be deducted from any monies due or which may become due to Contractor. In case the damages and expenses so incurred by Town shall exceed monies due Contractor from Town, Contractor shall be liable and shall pay to Town the amount of said excess promptly upon demand therefore by Town. In the event it is adjudicated that Town was not entitled to terminate the Contract as described hereunder for default, the Contract shall automatically be deemed terminated by Town for convenience as described below.

8.2. Termination for Convenience. This Contract may be terminated by the Town for convenience upon seven (7) calendar days' written notice to the Contractor. In the event of such a termination, the Contractor shall incur no further obligations in connection with the Project and shall, to the extent possible, terminate any outstanding subcontractor obligations. The Contractor shall be compensated for all services performed to the satisfaction of the Town. In such event, the Contractor shall promptly submit to the Town its Application for Payment for final payment which shall comply with the provisions of the Contract Documents.

8.3. Suspension of Contract. This Contract may be suspended for convenience by the Town upon seven (7) calendar days' written notice to the Contractor or immediately if suspended in connection with a local or state declaration of emergency. Suspension of the Work will entitle the Contractor to additional Contract Time as a non-compensable, excusable delay.

8.4. Termination Due to Lack of Funding. This Contract is subject to the conditions precedent that: (i) Town funds are available, appropriated, and budgeted for the Work, the Project, and/or Contract Price; (ii) the Town secures and obtains any necessary proceeds, grants, and/or loans for the accomplishment of the Work and/or the Project pursuant to any borrowing legislation adopted by the Town Council relative to the Project; and (iii) Town Council enacts legislation which awards and authorizes the execution of this Contract if such is required.

8.5. No Damages for Delay. No claim for damages or any claim, other than for an extension of time shall be made or asserted against Town by reason of any delays. Contractor shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from Town for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to,

costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable or whether or not caused by Town. Contractor shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay.

8.6. Waiver of Consequential Damages. Contractor assumes all risks for the following items, none of which shall be the subject of any Change Order or Claim and none of which shall be compensated for except as they may have been included in the Contractor's Contract Price as provided in the Contract Documents: Loss of any anticipated profits, loss of bonding capacity or capability losses, loss of business opportunities, loss of productivity on this or any other project, loss of interest income on funds not paid, inefficiencies, costs to prepare a bid, cost to prepare a quote for a change in the Work, costs to prepare, negotiate or prosecute Claims, and loss of projects not bid upon, or any other indirect and consequential costs not listed herein. No compensation shall be made for loss of anticipated profits from any deleted Work.

8.7. Litigation of Claims. Mediation shall not be required before either party may proceed to litigation.

8.8. Rights and Remedies. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder and in accordance with this Contract shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

9. CHANGES IN THE WORK

9.1. Change Orders.

9.1.1. Without invalidating the Contract Documents, and without notice to any Surety, the Town reserves the right to make increases, decreases or other changes in the character or quantity of the Work under the Contract Documents as may be considered necessary or desirable to complete the Work in a manner satisfactory to the Town. The Town reserves the right to order changes, which may result in additions to or reductions from the amount, type or value of the Work shown in the Contract, and which are within the general scope of the Contract Documents, and all such changes will be authorized only by a change order ("CO") approved in advance, and issued in accordance with provisions of the Contract Documents.

9.1.2. For Contractor initiated change orders, the Contractor is required to provide the Project Consultant with a detailed Request for Change Order ("RCO") in a form approved by the Town, which must include the requested revisions to the Contract, including, but not limited to, adjustments in the Contract Price and/or Contract Time. The Contractor must provide sufficient supporting documentation to demonstrate the reasonableness of the RCO. The Town may require Contractor to provide additional data including, but not limited to, a cost breakdown of material costs, labor costs, labor rates by trade, work classifications, and overhead rates to support the RCO. If applicable, the RCO must include any schedule revisions accompanied by an explanation of the cost impact of the proposed change. Failure to include schedule revisions in an RCO will be deemed as the Contractor's acknowledgement that the changes included in an RCO will not affect the project schedule.

9.1.3. Any modifications to the Contract Work, Contract Time, or Contract Price, must be effectuated through a written CO executed by both parties and, if required by the Town Code of Ordinances, approved by the Town Council.

9.1.4. In the event a satisfactory adjustment cannot be reached, and a CO has not been issued, given that time is of the essence, the Town reserves the right, at its sole option, to direct the Contractor to proceed on a time and materials basis or make such arrangements as may be deemed necessary to complete the proposed additional Work at the unit prices provided in the Contract Documents. Where the Town directs the Contractor to proceed on a time and materials basis, the Contractor must maintain detailed records of all labor and material costs including but not limited to payroll records and material receipts. Contractor must demonstrate its costs with sufficient evidence to be entitled to compensation from the Town.

9.1.5. Extension of Contract Time. If the Contractor is delayed at any time during the progress of the Work beyond the time frame provided for Final Completion by a delay beyond the reasonable control of the Contractor, then the Contract Time shall be extended subject to the following conditions:

9.1.5.1. The Contractor submits an RCO requesting the additional Contract Time within five (5) calendar days after the Contractor knew or should have known about the delay;

9.1.5.2. The cause of the delay arose after the issuance of the NTP and could not have been anticipated by the Contractor through reasonable investigation before proceeding with the Work;

9.1.5.3. He Contractor demonstrates that the completion of the Work will actually be affected by the cause of the delay;

9.1.5.4. The delay cannot be avoided or mitigated by the exercise of all reasonable precautions, efforts, and measures of the Contractor.

9.2. Continuing the Work. Contractor must continue to perform all Work under the Contract Documents during all disputes or disagreements with Town, including disputes or disagreements concerning an RCO. Contractor shall not delay any Work pending resolution of any disputes or disagreements.

10. MISCELLANEOUS

10.1. No Assignment. Neither party shall assign the Contract or any sub-contract in whole or in part without the written consent of the other, nor shall Contractor assign any monies due or to become due to it hereunder, without the previous written consent of the Town Manager.

10.2. Contractor's Responsibility for Damages and Accidents.

10.2.1. Contractor shall accept full responsibility for the Work against all loss or damage of any nature sustained until final acceptance by Town and shall promptly repair any damage done from any cause.

10.2.2. Contractor shall be responsible for all materials, equipment and supplies pertaining to the Project. In the event any such materials, equipment and supplies are lost, stolen, damaged or destroyed prior to final acceptance by Town, Contractor shall replace same without cost to Town.

10.3. Governing Law. This Contract shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any litigation arising out of this Contract shall be proper exclusively in Miami-Dade County, Florida.

10.4. Waiver of Jury Trial. TOWN AND CONTRACTOR KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN STATE AND OR FEDERAL COURT PROCEEDINGS IN RESPECT TO ANY ACTION, PROCEEDING, LAWSUIT OR COUNTERCLAIM BASED UPON THE CONTRACT FOR CONSTRUCTION, ARISING OUT OF, UNDER, OR IN CONNECTION WITH THE CONSTRUCTION OF THE WORK, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS OR ACTIONS OR INACTIONS OF ANY PARTY.

10.5. Prevailing Party; Attorneys' Fees. In the event of any controversy, claim, dispute or litigation between the parties arising from or relating to this Contract (including, but not limited to, the enforcement of any indemnity provisions), the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs, expenses, paralegals' fees, experts' fees and attorneys' fees including, but not limited to, court costs and other expenses through all trial and appellate levels. In addition, the prevailing party shall be entitled to recover from the non-prevailing party all litigation costs associated with discovery, processing, management, hosting, and production of electronically stored information (ESI).

10.6. Compliance with Laws. The Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under this Agreement, and in particular shall obtain all required permits from all jurisdictional agencies to perform the Services under this Agreement at its own expense.

10.7. Examination and Retention of Contractor's Records.

10.7.1. The Town or any of its duly authorized representatives shall, for five (5) years after final payment under this Contract, have access to and the right to examine any of the Contractor's books, ledgers, documents, papers, or other records involving transactions related to this Contract for the purpose of making audit, examination, excerpts, and transcriptions. In addition, the Contractor agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes.

10.7.2. The Contractor agrees to include in any subcontractor contracts for this Project corresponding provisions for the benefit of Town providing for retention and audit of records.

10.7.3. The right to access and examination of records stated herein and in any subcontracts shall survive termination or expiration of this Contract and continue until disposition of any mediation, claims, litigation or appeals related to this Project.

10.7.4. The Town may cancel and terminate this Contract immediately for refusal by the Contractor to allow access by the Town Manager or designees to any Records pertaining to work performed under this Contract that are subject to the provisions of Chapter 119, Florida Statutes.

10.8. Authorized Representative.

10.8.1. Before commencing the Work, Contractor shall designate a skilled and competent authorized supervisor and representative ("Authorized Representative") acceptable to Town to represent and act for Contractor and shall inform Town, in writing, of the name and address of such representative together with a clear definition of the scope of his

authority to represent and act for Contractor. Contractor shall keep Town informed of any subsequent changes in the foregoing. Such representative shall be present or duly represented at the Project site at all times when Work is actually in progress. All notices, determinations, instructions and other communications given to the authorized representatives of Contractor shall be binding upon the Contractor.

10.8.2. The Authorized Representative, project managers, superintendents and supervisors for the Project are all subject to prior and continuous approval of the Town. If, at any time during the term of this Contract, any of the personnel either functionally or nominally performing any of the positions named above, are, for any reasonable cause whatsoever, unacceptable to the Town, Contractor shall replace the unacceptable personnel with personnel acceptable to the Town.

10.9. Taxes. Contractor shall pay all taxes, levies, duties and assessments of every nature which may be applicable to any Work under this Contract. The Contract Price and any agreed variations thereof shall include all taxes imposed by law at the time of this Contract. Contractor shall make any and all payroll deductions required by law. Contractor herein indemnifies and holds the Town harmless from any liability on account of any and all such taxes, levies, duties and assessments.

10.10. Utilities. Contractor shall, at its expense, arrange for, develop and maintain all utilities at the Project to perform the Work and meet the requirements of this Contract. Such utilities shall be furnished by Contractor at no additional cost to Town. Prior to final acceptance of the Work, Contractor shall, at its expense, satisfactorily remove and dispose of all temporary utilities developed to meet the requirements of this Contract.

10.11. Safety. Contractor shall be fully and solely responsible for safety and conducting all operations under this Contract at all times in such a manner as to avoid the risk of bodily harm to persons and damage to property and in full compliance with Occupational Safety and Health Act requirements and all other similar applicable safety laws or codes. Contractor shall continually and diligently inspect all Work, materials and equipment to discover any conditions which might involve such risks and shall be solely responsible for discovery and correction of any such conditions. Contractor shall have sole responsibility for implementing its safety program. Town shall not be responsible for supervising the implementation of Contractor's safety program, and shall not have responsibility for the safety of Contractor's or its subcontractor's employees. Contractor shall maintain all portions of the Project site and Work in a neat, clean and sanitary condition at all times. Contractor shall assure that subcontractors performing Work comply with the foregoing safety requirements.

10.12. Cleaning Up. Contractor shall, at all times, at its expense, keep its Work areas in a neat, clean and safe condition. Upon completion of any portion of the Work, Contractor shall promptly remove all of its equipment, construction materials, temporary structures and surplus materials not to be used at or near the same location during later stages of Work. Upon completion of the Work and before final payment is made, Contractor shall, at its expense, satisfactorily dispose of all rubbish, unused materials and other equipment and materials belonging to it or used in the performance of the Work and Contractor shall leave the Project in a neat, clean and safe condition. In the event of Contractor's failure to comply with the foregoing, the same may be accomplished by Town at Contractor's expense.

10.13. Liens. Contractor shall not permit any mechanic's, laborer's or materialmen's lien to be filed

against the Project site or any part thereof by reason of any Work, labor, services or materials supplied or claimed to have been supplied to the Project. In the event such a lien is found or claimed against the Project, Contractor shall within ten (10) days after notice of the lien discharge the lien or liens and cause a satisfaction of such lien to be recorded in the public records of Miami-Dade County, Florida, or cause such lien to be transferred to a bond, or post a bond sufficient to cause the Clerk of the Circuit Court of Miami-Dade County, Florida, to discharge such lien pursuant to Chapter 713.24, F.S. In the event Contractor fails to so discharge or bond the lien or liens within such period as required above, Town shall thereafter have the right, but not the obligation, to discharge or bond the lien or liens. Additionally, Town shall thereafter have the right, but not the obligation, to retain out of any payment then due or to become due Contractor, one hundred fifty percent (150%) of the amount of the lien and to pay Town 's reasonable attorneys' fees and costs incurred in connection therewith.

10.14. Public Entity Crimes Affidavit. Contractor shall comply with Section 287.133, Florida Statutes, and (Public Entity Crimes Statute) notification of which is hereby incorporated herein by reference, including execution of any required affidavit.

10.15. Independent Contractor. The Contractor is an independent contractor under the Contract. This Contract does not create any partnership nor joint venture. Services provided by the Contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the Town. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures, applicable to services rendered under the Contract shall be those of the Contractor.

10.16. Notices/Authorized Representatives. Any notices required by this Contract shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the addresses listed on the signature page of this Contract or such other address as the party may have designated by proper notice.

10.17. Ownership and Access to Records and Audits.

10.17.1. Contractor acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the Town which are conceived, developed or made by Contractor during the term of this Contract (“Work Product”) belong to the Town. Contractor shall promptly disclose such Work Product to the Town and perform all actions reasonably requested by the Town (whether during or after the term of this Contract) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).

10.17.2. Contractor agrees to keep and maintain public records in Contractor’s possession or control in connection with Contractor’s performance under this Contract. The Town Manager or her designee shall, during the term of this Contract and for a period of five (5) years from the date of termination of this Contract, have access to and the right to examine and audit any records of the Contractor involving transactions related to this Contract. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. 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, and following completion of

the Contract until the records are transferred to the Town.

10.17.3. Upon request from the Town's custodian of public records, Contractor shall provide the Town 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 by Chapter 119, Florida Statutes, or as otherwise provided by law.

10.17.4. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Contract are and shall remain the property of the Town.

10.17.5. Upon completion of this Contract or in the event of termination by either party, any and all public records relating to the Contract in the possession of the Contractor shall be delivered by the Contractor to the Town Manager, at no cost to the Town, within seven (7) days. All such records stored electronically by Contractor shall be delivered to the Town in a format that is compatible with the Town's information technology systems. Once the public records have been delivered upon completion or termination of this Contract, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

10.17.6. Any compensation due to Contractor shall be withheld until all records are received as provided herein.

10.17.7. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Contract by the Town.

10.17.8. Notice Pursuant to Section 119.0701(2)(a), Florida Statutes. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: MAURICIO MELINU, CMC TOWN CLERK, 10720 CARIBBEAN BLVD SUITE 110, CUTLER BAY, FL 33189, MMELINU@CUTLERBAY-FL.GOV.

10.18. E-Verify Affidavit. In accordance with Section 448.095, Florida Statutes, the Town requires all contractors doing business with the Town to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Town will not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>. By entering into this Agreement, the Contractor acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit attached hereto and incorporated herein.

11. SPECIAL CONDITIONS

The following provisions in this Section 10 supersede any other provisions contained in this Contract only to the extent of any conflict with same. These provisions are particular to a given transaction and are transaction specific:

11.1. Unsatisfactory Personnel.

11.1.1. Contractor must at all times enforce strict discipline and good order among its employees and subcontractors at the Project(s) site(s) and must not employ on any Work any unfit person or anyone not skilled in the Work to which they are assigned.

11.1.2. The Town may make written request to the Contractor for the prompt removal and replacement of any personnel employed or retained by the Contractor, or any or Subcontractor engaged by the Contractor to provide and perform services or Work pursuant to the requirements of the Contract Documents. The Contractor must respond to the Town within five (5) calendar days of receipt of such request with either the removal and replacement of such personnel or written justification as to why that may not occur. The Town will make the final determination as to the removal of unsatisfactory personnel from the Work. The Contractor agrees that the removal of any of such individual(s) does not require the termination or demotion of said individual(s).

11.2. Hours of Work. Contractor shall conform to and obey all applicable laws, regulations, or ordinances with regard to labor employed, hours of Work and Contractor's general operations. Contractor shall conduct its operations so as not to interfere with or close any thoroughfare, without the written consent of the Town or governing jurisdiction. Work is anticipated to be performed Monday through Friday in accordance with the requirements and limitations of applicable law including, without limitation, the Town Code of Ordinances. The Contractor shall not perform Work beyond the time and days provided above without the prior written approval of the Town.

11.3. Maintenance of Traffic. Whenever required by the scope of Work, by federal, state, or local law, or requested by the Town to protect the public health, safety, and welfare, a Maintenance of Traffic (“MOT”) must be performed in accordance with the applicable FDOT Index Numbers (600 Series) and as further stated herein. The manual on Uniform Traffic Control Devices for Streets and Highways (U.S. Department of Transportation, FHWA), must be followed in the design, application, installation, maintenance and removal of all traffic control devices, warning devices and barriers necessary to protect the public and workmen from hazards with the Project limits. Pedestrian and vehicular traffic must be maintained and protected at all times. Prior to commencement of the Work, Contractor must provide the Town with a proposed MOT plan for review. The Town may require revisions to the proposed MOT plan. The MOT plan must be updated by the Contractor every two weeks. Failure to provide an MOT plan may result in the issuance of a stop work order. The Contractor will not be entitled to additional Contract Time for delays resulting from its failure to provide the required MOT plan.

11.4. Royalties and Patents. All fees, royalties, and claims for any invention, or pretended inventions, or patent of any article, material, arrangement, appliance, or method that may be used upon or in any manner be connected with the Work or appurtenances, are hereby included in the prices stipulated in the Contract for said Work.

11.5. Substitutions. Substitution of any specified material or equipment requires the prior written acceptance of the Project Consultant. It is the sole responsibility of the Contractor to provide sufficient information and documentation to the Project Consultant to allow for a thorough review

and determination on the acceptability of the substitution. Approval of a substitution does not waive or mitigate the Contractor’s responsibility to meet the requirements of the Contract Documents. The Town may require an adjustment in price based on any proposed substitution.

11.6. Severe Weather Preparedness. During such periods of time as are designated by the United States Weather Bureau or Miami-Dade County as being a severe weather event, including a hurricane watch or warning, the Contractor, at no cost to the Town, must take all precautions necessary to secure any Work in response to all threatened storm events, regardless of whether the Contractor has been given notice of same, in accordance with the Miami-Dade County Code. Compliance with any specific severe weather event or alert precautions will not constitute additional work. Suspension of the Work caused by a threatened or actual storm event, regardless of whether the Town has directed such suspension, will entitle the Contractor to additional Contract Time as non-compensable, excusable delay.

11.7. American Rescue Plan Act Contract Conditions. The Contractor acknowledges that the Work may be fully or partially funded utilizing Coronavirus State and Local Fiscal Recovery Funds allocated to the Town pursuant to the American Rescue Plan Act (“ARPA”). Towards that end, the Contractor shall be required to comply with all laws, rules, regulations, policies, and guidelines (including any subsequent amendments to such laws, regulations, policies, and guidelines) required by ARPA, as further detailed in the ARPA Contract Conditions. **If compliance with the ARPA Contract Conditions is required, the Town shall select this box:**

11.8. Grant Funding. The Contractor acknowledges that the Work may be fully or partially funded utilizing funds from the grants listed below (the “Grant”). Accordingly, the Contractor warrants and represents that it has reviewed the terms and conditions for each Grant and will perform the Work in accordance with the terms and conditions of the Grant.

Grant Title

Grant Agreement Exhibit

Grant Title	Grant Agreement Exhibit

If the Work will be funded utilizing Grant funds, the Town shall select this box: .

12. Cooperation with the Inspector General. It is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section. Beginning July 1, 2015, each contract, bid, proposal, and application or solicitation for a contract shall contain a statement that the corporation, partnership, or person understands and will comply with this subsection as per 20.055 (5) F.S.

13. Conflict of Interest. No member, officer, or employee of the Recipient or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed the day and year as first stated above.

TOWN OF CUTLER BAY

CONTRACTOR

By: _____
Rafael G. Casals, ICMA-CM, CFM
Town Manager

By: _____
Name: _____

Town Resolution No.: _____

Title: _____

Attest:

Entity:

By: _____
Mauricio Melinu, CMC
Town Clerk

Approved as to form and legal sufficiency:

By: _____
Weiss Serota Helfman Cole & Bierman, P.L.
Town Attorney

Addresses for Notice:

Addresses for Notice:

Town of Cutler Bay
Attn: Town Manager
10720 Caribbean Blvd., Suite 105
Cutler Bay, FL 33189
305-234-4262 (telephone)
305-234-4251 (fax)
RCasals@cutlerbay-fl.gov (email)

_____ (telephone)
_____ (email)

With a copy to:

With a copy to:

Weiss Serota Helfman Cole & Bierman, P.L.
Attn: Mitchell Bierman, Esq.
Town Attorney
2800 Ponce de Leon Boulevard, Suite 1200
Coral Gables, FL 33134
mbierman@wsh-law.com (email)

_____ (telephone)
_____ (email)

E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, the Town requires all contractors doing business with the Town to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Town will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

The contracting entity must provide its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity’s participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>

By signing below, the contracting entity acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

Check here to confirm proof of enrollment in E-Verify has been attached to this Affidavit.

In the presence of:

Signed, sealed and delivered by:

Witness #1 Print Name: _____

Print Name: _____

Title: _____

Witness #2 Print Name: _____

Entity Name: _____

ACKNOWLEDGMENT

State of Florida
County of _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 20____, by _____ (name of person) as _____ (type of authority) for _____ (name of party on behalf of whom instrument is executed).

Notary Public (Print, Stamp, or Type as Commissioned)

_____ Personally known to me; or

_____ Produced identification (Type of Identification: _____)

_____ Did take an oath; or

_____ Did not take an oath

SECTION 4

BIDDER'S REPRESENTATION

TOWN OF CUTLER BAY SW 200 STREET SW 103 AVENUE ROUNDABOUT PROJECT

Prop _____

(Name)

(Address)

to furnish all materials, equipment, and labor and to perform all work in accordance with the Contract Documents for:

TOWN OF CUTLER BAY SW 200 STREET AND 103 AVENUE ROUNDABOUT PROJECT

("THE PROJECT")

TO: Town of Cutler Bay
Attn: Town Clerk
10720 Caribbean Blvd., Suite 105
Cutler Bay, Florida 33189

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Bid, as principal or principals, is or are named herein and that no other person than herein mentioned has any interests in the Bid of the Agreement to which the Work pertains; that this Bid is made without connection or arrangement with any other person, company, or parties making Bids or Proposals and that the Bid is in all respects fair and made in good faith without collusion or fraud.

The Bidder further declares that he or she has examined the geographic location and sites of the Work; that he has made sufficient investigations to fully satisfy himself that such sites are suitable for this Work; and he assumes full responsibility therefore; that he has examined the specifications for the Work and from his own experience or from professional advice that the specifications are sufficient for the Work to be done and he has examined the other Contract Documents relating thereto, including the Instructions to Bidders, the Agreement, Bid, Detailed Scope of Work/Specifications, Qualification Statement, Public Entity Crime Form, and Insurance requirements and he has read all addenda prior to the opening of Bids, and that he has satisfied himself fully, relative to all matters and conditions with respect to the Work to which this Bid pertains.

The Bidder proposes and agrees, if this Bid is accepted, to timely execute the Agreement with the Town in the form attached and to furnish all necessary materials, all equipment, all necessary machinery, tools, apparatus, means of transportation, and labor necessary to complete the Work specified in the Bid and the Agreement, and called for by the specifications and in the manner specified and to timely submit all required bonds and insurance certificates.

NOTE: THIS SCHEDULE OF BID ITEMS IS MERELY ILLUSTRATIVE OF THE MINIMUM AMOUNT/QUANTITY OF WORK TO BE PERFORMED UNDER THE CONTRACT. IN THE CASE OF ANY CONFLICT BETWEEN THIS SCHEDULE OF BID ITEMS AND THE DETAILED SPECIFICATIONS, THE DETAILED SPECIFICATIONS WILL PREVAIL.

The Bidder further proposes and agrees to comply in all respects with the time limits for commencement and completion of the Work as stated in the Agreement.

The Bidder agrees to execute the Agreement and furnish the executed Agreement, all required bonds, insurance certificates, and other required information to Town within ten (10) ten calendar days after written notice of the Award of contract. Failure on the part of the Bidder to timely comply with this provision shall give Town all rights and remedies set forth in the Instructions to Bidders.

The undersigned agrees to accept as full compensation therefore the total of the lump sum prices and extended unit prices items named in the following schedule. It is understood that the unit prices quoted or established for a particular item are to be used for computing the amount to be paid to the Contractor, based on the Work actually performed as determined by the Agreement and the Town. However, in utilizing the schedule, the Bidder agrees that in no event shall compensation paid to the Bidder under the Agreement exceed the dollar amount of the Bidder's Bid amount, as set forth in the attached Bid.

It is intended that all Work to be performed under this Bid shall commence approximately thirty (30) days after Agreement execution.

In no event shall Town be obligated to pay for Work not performed or materials not furnished.

Bidder's Certificate of Competency No. _____

Bidder's Occupational License No. _____

WITNESS:

By: _____
Signature of Authorized Agent

[SEAL]

BID FORM

The following Bid Proposal is presented to assist the Town in evaluating the Bid. The Bid Amounts will include all items described in the Bid Documents (Detailed Specifications). Payment shall be made on the basis of Work actually performed and completed.

The Base Bid Amount includes all work on TOWN OF CUTLER BAY SW 200 STREET AND SW 103 AVENUE ROUNDABOUT PROJECT:

BASE BID AMOUNT \$ _____

BASE BID AMOUNT (IN WORDS) _____

Taxpayer Identification Number: _____

BIDDER:

(Company Name)

(Signature of Authorized Representative)

(Printed Name and Title)

(Company Address)

(Company Phone Number)

[SPACE LEFT INTENTIONALLY BLANK]

SW 200 STREET AND SW 103 AVENUE ROUNDABOUT PROJECT

**Town of Cutler Bay, Florida
Town Project No. ITB No. 24-04**

BID FORM

The following Bid is presented to assist the Town in evaluating the Bid. The Total Bid Amount will include all items described in the Bid Documents. Bid unit prices stated in this proposal include all costs and expenses for labor, equipment, materials, swale restoration, clearing and grubbing, demolition, debris removal, disposal, root pruning, preparation, compaction, restoration, temporary striping, inlet protection (Baled Hay, Straw, or Filter Fabric), contractor's overhead and profit. Unit prices for the various work items are intended to establish a total price for completing the project in its entirety. At the end of the project the contractor shall furnish as-built plans signed and sealed by and professional land surveyor to the Town of Cutler Bay. The contractor shall include in the Bid price any work item and materials for which a separate pay item has not been included in the Bid Form. All work and incidental costs shall be included for payment under the several scheduled items of the overall contract, and no separate payment will be made thereof.

Payment shall be made on the basis of work actually performed and completed.

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
<i>General Items</i>					
101-1	MOBILIZATION	1	LS	\$	\$
102-1	MAINTENANCE OF TRAFFIC	1	LS	\$	\$
102-14	TRAFFIC CONTROL OFFICER ALLOWANCE	100	HR	\$	\$
110-1-1	CLEARING AND GRUBBING	1	LS	\$	\$
110-4-10	REMOVAL OF EXISTING CONCRETE	400	SY	\$	\$
102-1	REGULAR EXCAVATION	750	CY	\$	\$
125-1	EXCAVATION FOR STRUCTURES AND SOLID PIPES	305	CY	\$	\$
160-4	TYPE B STABILIZATION	1,200	SY	\$	\$
285-704	LIMEROCK BASE (6") (OPTIONAL BASE, BASE GROUP 04)	150	SY	\$	\$
285-706	LIMEROCK BASE (8") (OPTIONAL BASE, BASE GROUP 06)	1,125	SY	\$	\$
327-70-16	MILLING EXISTING ASPHALTIC PAVEMENT (1/2" AVG. DEPTH)	380	SY	\$	\$

334-1-13	SUPERPAVE ASPHALTIC CONC, TRAFFIC C, SP-9.5 (1" AND 1/2")	62	TN	\$	\$
337-7-82	ASPHALT CONCRETE FRICTION COURSE, TRAFFIC C, FC-9.5, PG 76-22 (1")	78	TN	\$	\$
425-1-2B	SD-3.1 SWALE INLET TYPE D-1 (17" X 27") < 10'; (M- DPWD PAY ITEM)	2	EA	\$	\$
425-1-2A	SD-2.2 (SWALE/TYPER D-9) INLET TYPE D-3 (36" Dia.) < 10'; (M-DPWD PAY ITEM)	2	EA	\$	\$
425-2-41	SD-2.7 MANHOLES, P-7, < 10' (M-DPWD PAY ITEM)	1	EA	\$	\$
425-1-71	SD-2.6 MANHOLES, J-7, < 10' (M- DPWD PAY ITEM)	1	EA	\$	\$
425-5	MANHOLE, ADJUST	1	EA	\$	\$
425-6	VALV BOXES, ADJUST	2	EA	\$	\$
430-174-118	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18"SD (HDPE)	150	LF	\$	\$
443-70-3	EXFILTRATION DRAIN (18")	130	LF	\$	\$
519-78	BOLLARDS	1	EA	\$	\$
520-1-10	CONCRETE CURB AND GUTTER TYPE "F"/DROP CURB	410	LF	\$	\$
520-2-4	CONCRETE CURB AND GUTTER, (TYPE "D")	315	LF	\$	\$
520-2-8	CONCRETE CURB, RA	126	LF	\$	\$
520	CONCRETE CURB BORDER	200	LF	\$	\$
522-2	CONCRETE SIDEWALK (6" THICK)(SIDEWALK, RAMP, APRON, DRIVEWAY & SLAB)	530	SY	\$	\$
527-2	DETECTABLE WARNINGS	60	SF	\$	\$
526-1-1	PAVERS, ARCHITECTURAL, ROADWAY (105 SY LATTICE PAVER + 75 SY TRAFFIC CIRCLE MEDIAN)	180	SY	\$	\$
536-1-0	GUARDRAIL -ROADWAY, GENERAL/LOW SPEED TL-2	26	LF	\$	\$
550-10-220	FENCING, TYPE B, 5.1-6.0', STANDARD	50	LF	\$	\$

550-60-233	FENCE GATE, TYPE B, SLIDING/CANTILEVER, 12.1-18' OPENING	1	EA	\$	\$
570-1-2	PERFORMANCE TURF, SOD	1,200	SY	\$	\$
1080-211	UTILITY FIXTURE, VALVE/METER BOX, FURNISH & INSTALL	1	EA	\$	\$
710-11-101	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID 6"	0.10	GM	\$	\$
710-11-102	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR INTERCHANGE AND URBAN ISLAND, 8"	0.01	GM	\$	\$
710-11-123	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR CROSSWALK AND ROUNDABOUT, 12"	160	LF	\$	\$
710-11-125	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR STOP LINE OR CROSSWALK, 24"	90	LF	\$	\$
710-11-141	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, 2-4 DOTTED GUIDELINE/6-10 DOTTED EXTENSION, 6"	0.01	GM	\$	\$
710-11-201	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID, 6"	0.17	GM	\$	\$
710-11-290	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, ISLAND NOSE	220.00	SF	\$	\$
705-110-1	OM1-3 TYPE 1 OBJECT MARKER (PANEL ONLY)	3	EA	\$	\$
711-1-11	D1-1d CIRCULAR INTERSECTION EXIT DESTINATION (PANEL ONLY)	3	EA	\$	\$
711-1-11	R4-7 NARROW KEEP RIGHT SIGN (PANEL ONLY)	3	EA	\$	\$
711-1-11	R6-4 ROUNDABOUT DIRECTIONAL (PANEL ONLY)	3	EA	\$	\$
711-1-11	R1-2 YIELD (PANEL ONLY)	3	EA	\$	\$
711-1-11	W16-7P DOWNWARD DIAGONAL ARROW (PANEL ONLY)	6	EA	\$	\$
711-1-11	W11-2 PEDESTRIAN CROSSING (PANEL ONLY)	6	EA	\$	\$
711-1-11	W13-1P ADVISORY SPEED (PANEL ONLY)	3	EA	\$	\$
711-1-11	W2-6 CIRCULAR INTERSECTION (PANEL ONLY)	3	EA	\$	\$
700-1-11	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	21	AS	\$	\$

706-1-1	RAISED PAVEMENT MARKER, TYPE B WITHOUT FINAL SURFACE MARKINGS (Y/Y, W/R, & BLUE)	280	EA	\$	\$
711-11-123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK AND ROUNDABOUT	160	LF	\$	\$
711-11-141	THERMOPLASTIC, STANDARD, WHITE, 2-4 DOTTED GUIDELINE/6-10 GAP EXTENSION, 6"	0.01	GM	\$	\$
711-14-125	THERMOPLASTIC, PREFORMED, WHITE, SOLID, 24" FOR CROSSWALK	90	LF	\$	\$
711-16-101	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6"	0.10	GM	\$	\$
711-16-102	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 8"	0.01	GM	\$	\$
711-16-201	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"	0.17	GM	\$	\$
580-5-313	SILVER BUTTONWOOD (11'-14')	3	EA	\$	\$
580-4-373	SABAL PALM (MIN.12')	1	EA	\$	\$
580-4-374	SABAL PALM (MIN. 16')	1	EA	\$	\$
580-4-375	SABAL PALM (MIN. 20')	1	EA	\$	\$
580-7-163	HORIZONTAL COCOPLUM	237	CI	\$	\$
580-7-123	GAMMA GRASS	67	EA	\$	\$
110-21	TREE PROTECTION BARRIER	265	LF	\$	\$
	CONTINGENCY FUND (15% OF SUBTOTAL GENERAL)	1	LS	\$	\$

BASE BID AMOUNT: \$ _____

BASE BID AMOUNT (IN WORDS): _____

Bid Item Notes:

1. Bid Item 101-1 is a lump sum pay item for all mobilization costs. Includes the construction of two (2) project signs that shall be displayed at each approach to the work zone of the project area. The intent is that the signs will be freestanding. The sign shall display on both sides the project name, Town Logo, elected officials, engineer, and contact information. Shop drawings must be submitted for approval prior to ordering the projects signs. Photos of the actual project signs must be submitted for approval prior to installation of the project signs.
2. Bid Item 102-1 is a lump sum pay item for a Maintenance of Traffic and includes all pedestrian access maintenance as well as any required work zone signs and barricades (temp). All crosswalks and sidewalks shall remain open and free of obstructions. All project trenches must be secured from fall prevention by placing steel plates and barricades during off duty hours Temporary painting for roadways and crosswalks shall be maintained throughout the project as required.
3. Bid Item 104-18 is a lump sum pay item to furnish, install and maintain the complete storm water pollution prevention plan (SWPPP). Costs shall include but not be limited to all bales hay, filter fabric, turbidity barriers, Notice of Intent fees, and compliance with any SWPPP reporting.
4. Bid Item 110-1-1 is a lump sum pay item that includes the removal and disposal of all existing ADA detectable warning pads and consists of complete removal and disposal of all vegetation, debris, flexible pavement, or any other obstructions in all areas where excavation is to be done. This includes roadway areas and areas where pipelines will be constructed. All debris should be disposed of in legal areas provided by the contractor.
5. Bid Item 110-4-10 is a lump sum pay item that includes the cost of removing, disposing and saw cutting the existing sidewalk, ramps, cut & gutter and existing concrete pavement as required for the project.
6. Bid Item 120-1 through 125-1 includes the cost of drainage structure and drainage solid pipe excavation.
7. Bid Items 327-70-16, 337-7-82, and 334-1-13 include all costs associated with milling and resurfacing the project area as shown on the plan sheets. These milling and resurfacing bid item includes but is not limited to the cost associated with providing a smooth and continuous grade throughout the entire asphalt resurfacing process to avoid areas of standing water.
8. Bid Item 425-series includes the cost of pollution retardant baffle, frame, grates, covers, materials, metal pipe encasement, labor, and construction.
9. Bid Items 425-5 and 425-6 includes the cost adjustment for valves and manholes within pavement areas.
10. Bid Item 430-series includes the cost of excavation to plan elevation, perforated pipe, ballast rock and backfilling with select fill (see detail of exfiltration drain to determine non-perforated pipe quantity) filter fabric and all applicable items required to construct drain. Also, it is included the additional cost of excavating around the laterals servicing said properties.

11. Bid Item 520-1-10 includes the cost of saw cutting the existing Type F curb and gutter.
12. Bid Items 520- series, 522-2, 526-1-1, 527-2, include all costs associated with the installation of all concrete materials, ADA Detectable Warning Pads, and pavers respectively as shown on the plans. The costs include all associated excavation, management of excavated materials, backfill and compaction, testing, and adjacent site restoration.
13. Bid Item 570-1-2 includes all the cost of the sod to be used in the restoration of lawns and may be increased or decreased as directed by the engineer. Bahia or to match existing sod.
14. Bid Items 700- series, 706-series, 710- series, 711-series includes all the cost of installation of pavement markings and post.

TRENCH SAFETY

Bidder acknowledges that included in the various items of the Bid and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Fla.) effective October 1, 1990. The Bidder identifies the costs included in the Total Bid Price to be summarized below.

TRENCH SAFETY MEASURE (DESCRIPTION)	UNITS OF MEASURE (LF, SY)	UNIT (QUANTITY)	UNIT COST	EXTENDED COST
A. _____	_____	_____	_____	_____
B. _____	_____	_____	_____	_____
C. _____	_____	_____	_____	_____

Failure to complete the above shall result in the Bid being declared non-responsive.

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TOWN OF CUTLER BAY
SECTION 5

ADDENDUM ACKNOWLEDGEMENT FORM

Addendum #	Date Received
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

BIDDER: _____
(Company Name)

(Signature)

(Printed Name & Title)

END OF SECTION

TOWN OF CUTLER BAY
SECTION 6

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA	}	
	}	SS:
COUNTY OF MIAMI-DADE	}	

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the Town of Cutler Bay, its elected officials, and _____ or its design consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: _____

Title: _____

Sworn and subscribed before this

_____ day of _____, 2024

Notary Public, State of Florida

(Printed Name)

My commission expires: _____

END OF SECTION

TOWN OF CUTLER BAY
SECTION 7

NON-COLLUSIVE AFFIDAVIT

State of _____ }
 } SS:
County of _____ }

_____ being first duly sworn, deposes and says that:

- a) He/she is the _____, (Owner, Partner, Officer, Representative or Agent) _____, the Bidder that has submitted the attached Proposal;
- b) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- c) Such Proposal is genuine and is not collusive or a sham Proposal;
- d) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from proposing in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the attached Proposal or of any other Bidder, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;

The price or prices quoted 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 Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered
in the presence of:

Witness

By: _____

Witness

(Printed Name)

(Title)

TOWN OF CUTLER BAY
SECTION 8

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

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

1. This sworn statement is submitted to the Town of Cutler Bay

by _____
[Print Individual's Name and Title]

for _____
[Print Name of Entity Submitting Sworn Statement]

whose business address is

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual

signing this sworn statement: _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)9g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or the United States, including, but not limited to, any bid or contract for goods and services to be provided to any public entity or an agency or political subdivision of any other state or of the United States involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

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

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

- a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a “person” as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an entity.
6. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. **[Indicate which statement applies.]**

Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, not any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

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

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

Signature of Entity Submitting Sworn Statement

Sworn to and subscribed before me this _____ day of _____, 2024.

Personally known _____

OR produced identification _____ Notary Public – State of _____

(type of identification) My commission expires _____

(Printed, typed or stamped Commissioned name notary public)

END OF SECTION

TOWN OF CUTLER BAY
SECTION 9

SUPPLEMENT TO BID/TENDER FORM
THIS FORM MUST BE SUBMITTED WITH BID FOR BID TO BE DEEMED
RESPONSIVE.

QUALIFICATION STATEMENT

The undersigned guarantees the truth and accuracy of all statements and the answers contained herein.

1. Please describe your company in detail.

2. The address of the principal place of business is:

3. Company telephone number:

4. Number of employees:

5. Number of employees assigned to this project:

6. Company Identification numbers for the Internal Revenue Service:

7. Miami-Dade County and Town of Cutler Bay Occupational License Number, if applicable, and expiration date.

8. How many years has your organization been in business?

9. What similar engagements is your company presently working on?
10. Have you ever failed to complete any work awarded to you? If so, where and why?
11. Give names, addresses and telephone numbers of three individuals, corporations, agencies, or institutions for which you have performed work:
- 11.1. _____
 (name) (address) (phone #)
- 11.2. _____
 (name) (address) (phone #)
- 11.3. _____
 (name) (address) (phone #)

12. List the following information concerning all contracts in progress as of the date of submission of this bid. (In case of co-venture, list the information for all co-ventures.)

<u>NAME OF PROJECT</u>	<u>OWNER</u>	<u>TOTAL CONTRACT VALUE</u>	<u>CONTRACTED DATE OF COMPLETION</u>	<u>% OF COMPLETION TO DATE</u>
------------------------	--------------	-----------------------------	--------------------------------------	--------------------------------

(Continue list on insert sheet, if necessary.)

13. Has the Bidder or his or her representative inspected the proposed project and does the Bidder have a complete plan for its performance?

14. Will you subcontract any part of this work? If so, give details including a list of each subcontractor(s) that will perform work in excess of ten percent (10%) of the contract amount and the work that will be performed by each such subcontractor(s).

The foregoing list of subcontractor(s) may not be amended after award of the contract without the prior written approval of the Contract Administrator, whose approval shall not be unreasonably withheld.

15. What equipment do you own that is available for the work?

16. What equipment will you purchase for the proposed work?

17. What equipment will you rent for the proposed work?

18. State the name of your proposed project manager and give details of his or her qualifications and experience in managing similar work.

19. State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business and the address of the place of business. (If a corporation, state the name of the president and secretary. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name.)

19.1 The correct name of the Bidder is:

- 19.2. The business is a (Sole Proprietorship) (Partnership) (Corporation).
- 19.3. The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:
- 19.4. List all organizations which were predecessors to Bidder or in which the principals or officers of the Bidder were principals or officers.
- 19.5. List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Bidder, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.
- 19.6. List and describe all successful Bid, Performance or Payment Bond claims made to your surety(ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Bidder and its predecessor organization(s).
- 19.7. List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Bidder or its predecessor organization(s) during the last five (5) years. The list shall include all case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute.

NAME

RELATIONSHIPS

Signature of entity submitting supplement form

STATE OF FLORIDA)
)SS.
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this ____day of _____, 2024, by _____ who is personally known to me or who has produced _____ as identification and who did/did not take an oath.

WITNESS my hand and official seal, this ____day of _____, 2024.

(NOTARY SEAL)

(Signature of person taking acknowledgment)

[SPACE LEFT INTENTIONALLY BLANK]

TOWN OF CUTLER BAY
SECTION 10

PERFORMANCE BOND

**PROJECT TITLE: SW 200 STREET AND SW 103 AVENUE ROUNDABOUT
PROJECT (the "Project")**

CONTRACTOR:

CONTRACT NO:

CONTRACT DATED:

STATE OF § _____

COUNTY OF § _____

§ _____

KNOW ALL MEN BY THESE PRESENTS: That by this Bond, we, _____ of the Town of Cutler Bay, County of Miami-Dade, and State of Florida, as Principal, and _____, authorized, licensed and admitted to do business under the laws of the State of Florida to act as Surety on bonds, as Surety, are held and firmly bound unto The Town of Cutler Bay, as Oblige, in the penal sum of _____ Dollars (\$ _____) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written Agreement with Oblige, dated the _____ day of _____, 2024, for the construction of the Public Works Improvements (the "Contract"), which Agreement is by reference made a part of this Bond.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION, IS SUCH THAT, if the said Principal shall faithfully perform said Agreement and shall in all respects fully and faithfully observe and perform all and singular the covenants, conditions, warranties and agreements in and by said Agreement agreed and covenanted by the Principal to be observed and performed, and according to the true intent and meaning of said Agreement, then this obligation shall be void; otherwise it shall remain in full force and effect.

Whenever Principal shall be declared by Oblige to be in default under the Agreement, Oblige having performed Oblige's obligations thereunder, the Surety shall promptly remedy the default, or shall promptly:

- (1) Complete the Agreement in accordance with its terms and conditions; or
- (2) Obtain a bid or bids for completion of the Agreement in accordance with its terms and conditions and upon determination by Surety of the lowest responsive, responsible bidder, or, if Oblige elects, upon determination by Oblige and the Surety jointly of the lowest responsive,

responsible bidder, arrange for a contract between such bidder and Surety for completion of the Agreement in accordance with its terms and conditions, 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 the amounts set forth in the first paragraph hereof.

The term "balance of the Contract price" as used in this Bond, shall mean the total amount payable by Oblige to Principal under the Agreement and amendments thereto, less the amount paid by Oblige to Principal and less amounts withheld by Oblige pursuant to its rights under the Contract.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same, shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement, or to the work to be performed thereunder and further agrees to all of the terms contained in the Agreement.

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

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this day of _____, 2024.

Witness: _____	Witness: _____
Principal	Surety
By: _____	By: _____
Name: _____ (Print)	Name: _____ (Print)
Title: _____	Title: _____
Address: _____	Address: _____
_____	_____

The name and address of the Resident Agent for service of process on Surety is:

Name: _____
Address: _____
Phone: _____

**TOWN OF CUTLER BAY
SECTION 11**

PAYMENT BOND

PROJECT TITLE: SW 200 STREET AND SW 103 AVENUE PROJECT (the "Project")

CONTRACTOR:

AGREEMENT NO:

AGREEMENT DATED:

STATE OF § _____

COUNTY OF § _____

BY THIS BOND (the "Bond"), We as _____, called CONTRACTOR, and _____, hereinafter called SURETY, are bound to TOWN OF CUTLER BAY, FLORIDA, a Florida municipal corporation, hereinafter called Town, in the amount of _____ Dollars for payment of which CONTRACTOR and SURETY bind themselves, their heirs, personal representatives, executors, administrators, successors and assigns, jointly and severally, with reference to a written Agreement entered into by CONTRACTOR and Town, for the following:

Agreement Title:

SW 200 STREET AND SW 103 AVENUE ROUNDABOUT PROJECT
(the "Project")

THE CONDITION OF THIS BOND is that if the CONTRACTOR:

Promptly makes payments to all claimants as defined in Section 255.05(1), Florida Statutes, supplying CONTRACTOR with labor, material, or supplies, used directly or indirectly by CONTRACTOR in the prosecution of the work provided for in the Agreement;

THEN THIS BOND IS VOID, OTHERWISE, IT REMAINS IN FULL FORCE.

Any changes in or under the Contract Documents and compliance or noncompliance with formalities, connected with the Agreement or with the changes, do not affect Surety's obligation under this bond. Surety hereby waives notice of any alteration or extension of time made by the Town.

Claimants must comply with notice requirements set forth in Section 255.05(2), Florida Statutes. No action shall be instituted against the CONTRACTOR or Surety under this bond after one (1) year from the performance of the labor or completion of the delivery of the materials or supplies.

IN WITNESS WHEREOF, this instrument is executed this the _____ day of _____, 2024.

WHEN THE PRINCIPAL IS AN INDIVIDUAL:

Signed, sealed and delivered in the presence of:

(Witness)

By: _____
(Individual Principal)

(Witness)

Business Address

WHEN THE PRINCIPAL OPERATES UNDER A TRADE NAME:

Signed, sealed and delivered in the presence of:

(Witness)

Business Name and Address

(Witness)

By: _____
Signature of Individual

WHEN A PARTNERSHIP:

Signed, sealed and delivered in the presence of:

(Witness)

Name and Address of Partnership

(Witness)

By: _____
(Partner)

WHEN THE PRINCIPAL IS A CORPORATION:

ATTEST:

(Corporate Seal)

(Corporate PRINCIPAL Name)

Business Address

Secretary

By: _____
President

ATTEST:

(Surety Seal)

(Corporate SURETY)

Business Address

(Secretary)

By: _____
(Surety)

Florida Resident Agent

ATTORNEY-IN-FACT

By: _____

Name _____
(Type)

NOTE 1: Surety shall provide evidence of signature authority, i.e., a certified copy of Power of Attorney.

NOTE 2: If both the Principal and Surety are Corporations, the respective Corporate Seals shall be affixed and attached

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida.

ATTACH a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of Surety.

The Performance Bond and the Statutory Payment Bond and the covered amounts of each are separate and distinct from each other.

TOWN OF CUTLER BAY
SECTION 12

NOTICE OF INTENT TO AWARD

TO: _____
Contractor

Address

ATTN: _____
Name and Title

PROJECT: SW 200 STREET AND SW 103 AVENUE ROUNDABOUT PROJECT
(the "Project") Town of Cutler Bay

Gentlemen:

This is to advise that the Town of Cutler Bay intends to award the Contract for the above referenced Project as a result of your Bid of: _____(\$ _____) submitted to the Town of Cutler Bay (Owner) on _____(Date).

Four (4) sets of the Contract Documents for this Project are attached. Each set contains an unexecuted Contract and the requirement for providing the Performance and Payment Bonds for the Project. Please execute all copies of the Contract and attach a copy of the Performance and Payment Bonds to each Contract and return to our office within ten (10) consecutive days for final execution by the Owner.

Your attention is invited to the provision whereby your Bid Security shall be forfeited in the event the Contract with satisfactory Performance and Payment Bonds attached is not executed and delivered to the Owner and all other requirements of the Instructions to Bidders met within ten (10) consecutive calendar days from _____(Date).

Sincerely yours,

By: _____

Date: _____

TOWN OF CUTLER BAY
SECTION 13

NOTICE TO PROCEED

TO: _____
Contractor

Street Address

City, State, Zip

ATTN: _____
Name and Title

PROJECT: SW 200 STREET AND SW 103 AVENUE ROUNDABOUT PROJECT
(the "Project")
Town of Cutler Bay

Gentlemen:

One executed copy of your Contract for the above Project has been forwarded to you through the Engineer. The Commencement date is _____, 2024. Completion date shall be _____, 2024.

Your attention is invited to the provision whereby you shall start to perform your obligations under the Contract Documents on the Commencement date. Said date shall begin the Contract Time.

The Engineer in charge of the Work for the Town of Cutler Bay will be:

Sincerely yours,

By: _____

Date: _____

TOWN OF CUTLER BAY
SECTION 14

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Section 287.087, Florida Statutes, hereby certifies that _____ does:

(Name of Business)

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Proposers Signature

Date

TOWN OF CUTLER BAY
SECTION 15

PROJECT SPECIFICATIONS

TECHNICAL SPECIFICATIONS INDEX

<u>SECTION</u>	<u>DESCRIPTION</u>	<u>PAGES</u>
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DIVISION I

SPECIAL PROVISIONS

SW 200 STREET AND SW 103 AVENUE ROUNDABOUT PROJECT

It is the intent of these Contract Documents that Division I, II and III of the Florida Department of Transportation “Standard Specifications for Roads and Bridge Construction”, latest edition, be used as the basis for the work as amended by the following Supplemental Technical Specification. Where such wording refers to the State of Florida and its Department of Transportation and Personnel, such wording is hereby replaced with wording which provides proper substitute terminology; thereby making such Standard Specifications for Roads and Bridge Construction, Standard Technical Specifications of the Town of Cutler Bay.

It is the intent to include Division I of the Florida Department of Transportation “Standard Specifications for Roads and Bridge Construction” as referenced above as a supplement for provisions not covered in the Contract for Construction.

Further the applicable portions of the Town of Cutler Bay Code and Florida Building Code shall apply to the project.

Supplemental Technical Specifications that pertain to the pertinent items of construction are located in Division II.

7-25 On-The-Job Training Requirements.

As part of the Contractor’s equal employment opportunity affirmative action program, training shall be provided as follows:

The Contractor shall provide On-The-Job Training aimed at developing full journeymen in the type of trade or job classification involved in the work. In the event the Contractor subcontracts a portion of the contract work, it shall determine how many, if any, of the trainees are to be trained by the subcontractor provided, that the Contractor shall retain the primary responsibility for meeting the training requirements imposed by this Section. Ensure that, when feasible, 25% of trainees in each occupation are in their first year of training. The Contractor shall incorporate the requirements of this Section into such subcontract.

The number of trainees will be estimated on the number of calendar days of the contract, the dollar value, and the scope of work to be performed. The trainee goal will be finalized at a Post-Preconstruction Trainee Evaluation Meeting and the goal will be distributed among the work classifications based on the following criteria:

1. Determine the number of trainees on Federal Aid Contract:

a. No trainees will be required for contracts with a Contract Time allowance of less than 275 calendar days.

b. If the Contract Time allowance is 275 calendar days or more, the number of trainees shall be established in accordance with the following chart:

Estimated Contract Amount	Trainees Required
\$2,000,000 or less	0
Over \$2,000,000 to \$4,000,000	2
Over \$4,000,000 to \$6,000,000	3
Over \$6,000,000 to \$12,000,000	5
Over \$12,000,000 to \$18,000,000	7
Over \$18,000,000 to \$24,000,000	9
Over \$24,000,000 to \$31,000,000	12
Over \$31,000,000 to \$37,000,000	13
Over \$37,000,000 to \$43,000,000	14
Over \$43,000,000 to \$49,000,000	15
Over \$49,000,000 to \$55,000,000	16
Over \$55,000,000 to \$62,000,000	17
Over \$62,000,000 to \$68,000,000	18
Over \$68,000,000 to \$74,000,000	19
Over \$74,000,000 to \$81,000,000	20
Over \$81,000,000 to \$87,000,000	21
Over \$87,000,000 to \$93,000,000	22
Over \$93,000,000 to \$99,000,000	23
Over \$99,000,000 to \$105,000,000	24
Over \$105,000,000 to \$112,000,000	25
Over \$112,000,000 to \$118,000,000	26
Over \$118,000,000 to \$124,000,000	27
Over \$124,000,000 to \$130,000,000	28

Estimated Contract Amount	Trainees Required
Over \$130,000,000 to *	
*One additional trainee per \$6,000,000 of estimated Construction Contract amount over \$130,000,000	

Further, if the Contractor or subcontractor requests to utilize banked trainees as discussed later in this Section, a Banking Certificate will be validated at this meeting allowing credit to the Contractor for previously banked trainees. Banked credits of prime Contractors working as Subcontractors may be accepted for credit. The Contractor’s Project Manager, the Construction Project Engineer and the Department’s District Contract Compliance Manager will attend this meeting. Within ten days after the Post-Preconstruction Training Evaluation Meeting, the Contractor shall submit to the Department for approval an On-The-Job Training Schedule indicating the number of trainees to be trained in each selected classification and the portion of the Contract Time during which training of each trainee is to take place. This schedule may be subject to change if any of the following occur:

1. When a start date on the approved On-The-Job Training Schedule has been missed by 14 or more days;
2. When there is a change in previously approved classifications;
3. When replacement trainees are added due to voluntary or involuntary termination

The revised schedule will be resubmitted to and approved by the Department’s District Contract Compliance Manager.

The following criteria will be used in determining whether or not the Contractor has complied with this Section as it relates to the number of trainees to be trained:

1. Credit will be allowed for each trainee that is both enrolled and satisfactorily completes training on this Contract. Credit for trainees, over the established number for this Contract, will be carried in a “bank” for the Contractor and credit will be allowed for those surplus trainees in subsequent, applicable projects. A “banked” trainee is described as an employee who has been trained on a project, over and above the established goal, and for which the Contractor desires to preserve credit for utilization on a subsequent project.
2. Credit will be allowed for each trainee that has been previously enrolled in the Department’s approved training program on another contract and continues training in the same job classification and completes their training on a different contract.
3. Credit will be allowed for each trainee who, due to the amount of work available in their classification, is given the greatest practical amount of training on the contract regardless of whether or not the trainee completes training.
4. Credit will be allowed for any training position indicated in the approved On-The-Job Training Schedule, if the Contractor can demonstrate that made a good faith effort to provide training in that classification was made.
5. No credit will be allowed for a trainee whose employment by the Contractor is involuntarily terminated unless the Contractor can clearly demonstrate good cause for this action.

Training and upgrading of minorities, women and economically disadvantaged persons toward journeyman status is a primary objective of this Section. Accordingly, the Contractor shall make every effort to enroll minority trainees and women (e.g., by conducting systematic and direct recruitment through public and private sources likely to yield minority and women trainees) to the extent such persons are available within a reasonable area of recruitment. If a

non-minority male is enrolled into the On-The-Job Training Program, the On-The-Job Training Notification of Personnel Action Form notifying the District Contract Compliance Manager of such action shall be accompanied by a disadvantaged certification or a justification for such action acceptable to the Department's District Contract Compliance Manager. The Contractor will be given an opportunity and will be responsible for demonstrating the steps that it has taken in pursuance thereof, prior to a determination as to whether the Contractor is in compliance with this Section. This training is not intended, and shall not be used, to discriminate against any applicant for training, whether a minority, woman or disadvantaged person.

No employee shall be employed as a trainee in any classification in which they have successfully completed a training course leading to journeyman status, or have been employed as a journeyman. The Contractor may satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used, the Contractor's records should document the findings in each case.

The minimum length and type of training for each classification will be as established at the Post-Preconstruction Trainee Evaluation Meeting and approved by the Department. Graduation to journeyman status will be based upon satisfactory completion of a Proficiency Demonstration set up at the completion of training and established for the specific training classification, completion of the minimum hours in a training classification range, and the employer's satisfaction that the trainee does meet journeyman status in the classification of training. Upon reaching journeyman status, the following documentation must be forwarded to the District Contract Compliance Office:

1. Trainee Enrollment and Personnel Action Form

2. Proficiency Demonstration Verification Form indicating completion of each standard established for the classification signed by representatives of both the Contractor and the Department.

The Department and the Contractor shall establish a program that is tied to the scope of the work in the project and the length of operations providing it is reasonably calculated to meet the equal employment opportunity obligations of the Contractor and to qualify the average trainee for journeyman status in the classifications concerned, by at least, the minimum hours prescribed for a training classification. Furthermore, apprenticeship programs registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau and training programs approved but not necessarily sponsored by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training shall also be considered acceptable provided it is being administered in a manner consistent with the equal employment obligations of Federal Aid highway construction contract. Approval or acceptance of a training schedule shall be obtained from the Department prior to commencing work on the classifications covered by the program.

A voluntary On-The-Job Training Program is available to a Contractor which has been awarded a state funded project. Through this program, the Contractor will have the option to train employees on state funded projects for "banked credit" as discussed previously in this provision, to be utilized on subsequent Federal Aid Projects where training is required. Those Contractors availing themselves of this opportunity to train personnel on state funded projects and bank trainee hours for credit shall comply with all training criteria set forth in this Section for Federal Aid Projects; voluntary banking may be denied by the Department if staff is not available to monitor compliance with the training criteria.

It is the intention of these provisions that training is to be provided in the construction crafts rather than clerk-typists or secretarial type positions. Training is permissible in lower level management positions such as office engineers, estimators, etc., where the training is oriented toward construction applications. Training in the laborer classifications, except Common/General Laborer, may be permitted provided that significant and meaningful training is provided and approved by the District Contract Compliance Office.

When approved in advance by the District Contract Compliance Manager, credit will be given for training of persons in excess of the number specified herein under the current contract or a Contractor will be allowed to bank trainees who have successfully completed a training program and may apply those trainees to a training requirement in subsequent project(s) upon approval of the Department's District Contract Compliance Manager. This credit will be given even though the Contractor may receive training program funds from other sources, provided such other source do not specifically prohibit the Contractor from receiving other form of compensation. Offsite training is permissible as long as the training is an integral part of an approved training program and does not compromise a significant part of the overall training. Credit for offsite training indicated above may only be made to the Contractor when it does one or more of the following and the trainees are concurrently employed on a Federal Aid Project:

1. Contributes to the cost of the training,
2. Provides the instruction to the trainee,
3. Pays the trainee's wages during the offsite training period.

The Contractor shall compensate the trainee at no less than the laborer rate established in the Contract at the onset of training. The compensation rate will be increased to the journeyman's wage upon graduation from the training program for the remainder of the time the trainee works in the classification in which they were trained.

The Contractor shall furnish the trainee a copy of the program they will follow in providing the training. The Contractor shall provide each trainee with a certification showing the type and length of training satisfactorily completed. The Contractor shall enroll a trainee in one training classification at a time to completion before the trainee can be enrolled in another classification on the same project.

The Contractor shall maintain records to document the actual hours each trainee is engaged in training on work being performed as a part of this Contract.

The Contractor shall submit to the District Contract Compliance Manager a copy of an On-The-Job Training Notification of Personnel Action form no later than seven days after the effective date of the action when the following actions occur: a trainee is transferred on the project, transferred from the project to continue training on another contract, completes training, is upgraded to journeyman status or voluntary terminates or is involuntary terminated from the project.

The Contractor shall furnish to the District Contract Compliance Manager a copy of a Monthly Time Report for each trainee. The Monthly Time Report for each month shall be submitted no later than the tenth day of the subsequent month. The Monthly Time Report shall indicate the phases and sub-phases of the number of hours devoted to each proficiency.

Highway or Bridge Carpenter Helper, Mechanic Helper, Rodman/Chainman, and Timekeeper classifications will not be approved for the On-The-Job Training Program.

The number of trainees may be distributed among the work classifications on the basis of the Contractor's needs and the availability of journeymen in the various classifications within a reasonable area of recruitment.

The Contractor will have fulfilled the responsibilities of this Specification when acceptable training has been provided to the trainee as specified above.

DIVISION II
SECTION 101
MOBILIZATION

PART 1 GENERAL

1.01 SUMMARY

It is the intent of these specifications that Division I, II and III of the Florida Department of Transportation “Standard Specifications for Roads and Bridge Construction”, latest edition, be used as the basis for the work as amended by the General Conditions, Supplementary Conditions, Special Provisions, and the following Supplemental Technical Specification which pertains to the pertinent items of construction.

1.02 SUPPLEMENTAL TECHNICAL SPECIFICATION

Article 101-1 Description This section is expanded to include the following:

The Town shall identify the location of the construction staging area and construction field office (if necessary). The designated area will be within the limits of the Town. The Contractor shall take pictures or make a video record of the existing conditions of the site prior to making any modifications. The Contractor shall install fencing, gates and take all other measures, as necessary, to make said site secure. No automobiles shall be permitted to park in said staging area except for delivery and pickup purposes.

The Contractor shall be responsible for obtaining electrical and water service to the field office. The Contractor will be required to furnish all materials and connections necessary for the connection of these services from the point of connection to the existing system to the field office and pay all fees and deposits as required by the utility owner. The installation and connections shall be in accordance with the requirements of the utility owner, the Building Inspection Division of the Town of Cutler Bay and all other agencies or authorities which may have jurisdiction.

At the conclusion of the project, the Contractor shall be responsible for the removal of the field office, utility connections, and the clean up and restoration of the field office and construction staging site, to its original condition. The pictures and/or videotape, obtained at the beginning of the project, will be used to evaluate the restoration of the site. The Contractor shall obtain and furnish to the Engineer a letter from the owners of the site stating they are satisfied with the clean up and restoration of their property, and releasing the Contractor from the need of any further action.

All cost for work, materials, obtaining permits, permit fees and incidental costs as specified above and required for project completion are to be included in the cost of this section unless otherwise specified.

PART 2 MATERIALS

Materials shall be per the previously referenced FDOT “Standard Specifications for Roads and Bridge Construction”.

PART 3 EXECUTION

Execution shall be per the previously referenced FDOT “Standard Specifications for Roads and Bridge Construction”.

END OF SECTION

SECTION 102

MAINTENANCE OF TRAFFIC

PART 1 GENERAL

1.01 SUMMARY

It is the intent of these specifications that Division I, II and III of the Florida Department of Transportation “Standard Specifications for Roads and Bridge Construction”, latest edition, be used as the basis for the work as amended by the General Conditions, Supplementary Conditions, Special Provisions, and the following Supplemental Technical Specification which pertains to the pertinent items of construction.

A. 1.02 SUPPLEMENTAL TECHNICAL SPECIFICATION

Article 102-1.1 Description This section is expanded to include the following:

The Contractor shall provide access to properties adjacent to the construction area at all times.

Two weeks prior to any construction, the Contractor shall provide a maintenance of traffic plan and a written schedule to the Engineer showing anticipated construction activity, timing, location, and anticipated disruptions due to occur. The maintenance of traffic plan and schedule shall be updated every two weeks during construction. The original schedule and updates shall be provided to the Engineer no later than noon each Friday for use, by the Engineer and Town, in assisting the Contractor to inform the residents of pending disruptions. However, this does not relieve the Contractor of any and all reasonable communications with the affected property owners.

The Contractor may be asked to attend meetings with the Property Owners and offer his opinions during the course of the meeting, but the Town/Engineer will chair the meeting.

Article 102-4.1 Where Required – This sub-article is amended to include:

Except as delineated in the Contract Documents, traffic may be detoured only upon approval of the Town.

PART 2 MATERIALS

Materials shall be per the previously referenced FDOT “Standard Specifications for Roads and Bridge Construction”.

PART 3 EXECUTION

Execution shall be per the previously referenced FDOT “Standard Specifications for Roads and Bridge Construction”.

All cost for work, materials, permits and incidental costs as specified above are to be included in the cost of other bid items. The direct cost for off-duty police officers as required under Town Ordinance 02-19 will be paid for under the Allowance Bid Item.

END OF SECTION

SECTION 104

PREVENTION, CONTROL, AND ABATEMENT OF EROSION AND WATER POLLUTION

PART 1 GENERAL

1.01 SUMMARY

It is the intent of these specifications that Division I, II and III of the Florida Department of Transportation “Standard Specifications for Roads and Bridge Construction”, latest edition, be used as the basis for the work as amended by the General Conditions, Supplementary Conditions, Special Provisions, and the following Supplemental Technical Specification which pertains to the pertinent items of construction.

1.02 SUPPLEMENTAL TECHNICAL SPECIFICATION

Article 104-5 Preconstruction Conference

The Contractor shall comply with the National Pollutant Discharge Elimination System (NPDES) Permit requirements for the project, submitting the required documents to the U.S. Environmental Protection Agency (EPA) pursuant to the requirements of 40 CFR Part 122.26. This would include, but not be limited to, completing and submitting a Notice of Intent (NOI) and a Notice of Termination (NOT) to the U.S. EPA in accordance with the project schedule.

Refusal by the Contractor to place his signature on any required documents or certification statements will be considered as default of the Contract. The Contractor that performs any earth disturbing activities in the absence of any required signed documents or certifications statements may also be considered by the U.S. EPA to be in violation of the Clean Air Act.

The contractor shall furnish the Engineer the name and telephone number of the person who will be responsible for monitoring and maintaining the erosion control devices.

The Contractor shall be responsible for compliance with the Erosion Control details.

All cost for work, materials, obtaining permits, permit fees and incidental costs as specified above and required for project completion are to be included in the cost of this section unless otherwise specified.

PART 2 MATERIALS

Materials shall be per the previously referenced FDOT “Standard Specifications for Roads and Bridge Construction”.

PART 3 EXECUTION

Execution shall be per the previously referenced FDOT “Standard Specifications for Roads and Bridge Construction”.

END OF SECTION

SECTION 300

PRIME AND TACK COAT FOR BASE AND SURFACE COURSE

PART 1 GENERAL

1.01 SUMMARY

It is the intent of these specifications that Division I, II and III of the Florida Department of Transportation “Standard Specifications for Roads and Bridge Construction”, latest edition, be used as the basis for the work as amended by the General Conditions, Supplementary Conditions, Special Provisions, and the following Supplemental Technical Specification which pertains to the pertinent items of construction.

1.02 SUPPLEMENTAL TECHNICAL SPECIFICATION

Article 300-9 – Basis of Payment - Delete the text of this article and insert the following:

No separate payment will be made for prime coat and tack coat materials but the cost of same, including furnishing, heating, hauling and applying (including sand or screening covering where required), shall be included for payment in the contract unit price either per ton or per square yard of base or asphalt pavement or in the unit price for pothole repair.

PART 2 MATERIALS

Materials shall be per the previously referenced FDOT “Standard Specifications for Roads and Bridge Construction”.

PART 3 EXECUTION

Execution shall be per the previously referenced FDOT “Standard Specifications for Roads and Bridge Construction”.

END OF SECTION

SECTION 425

INLETS, MANHOLES, AND JUNCTION BOXES

PART 1 GENERAL

1.01 SUMMARY

It is the intent of these specifications that Division I, II and III of the Florida Department of Transportation “Standard Specifications for Roads and Bridge Construction”, latest edition, be used as the basis for the work as amended by the General Conditions, Supplementary Conditions, Special Provisions, and the following Supplemental Technical Specification which pertains to the pertinent items of construction.

1.02 SUPPLEMENTAL TECHNICAL SPECIFICATION

Article 425-6.8 Adjusting Existing Structures – Replace the last sentence of the first paragraph as follows and delete the text of the entire second paragraph:

The materials and construction methods for this work shall conform to the requirements specified above and shall also meet the standards and requirements of the utility company that owns the structure that will be adjusted.

PART 2 MATERIALS

Materials shall be per the previously referenced FDOT “Standard Specifications for Roads and Bridge Construction”.

PART 3 EXECUTION

Execution shall be per the previously referenced FDOT “Standard Specifications for Roads and Bridge Construction”.

END OF SECTION

LOCAL AGENCY SPECIFICATIONS

SECTION 01020

ALLOWANCES

PART 1 SCOPE OF WORK

1.01 DEFINITION

- A. Included in the contract sum is an allocation account for unforeseen conditions, potential construction changes and quantity adjustments, and additional work that the Town may deem necessary if ordered and authorized by the Town in accordance with the contract documents.

1.02 ALLOWANCE ACCOUNT

- A. Monies in the allocation account will be used on issuance of work authorizations for over run of unit bid items provided such over runs are pre-approved in writing by the Town, and off duty police officers.
- B. At the closeout of the contract, monies remaining in the allowance account will be credited to the Town by change order.

1.03 SELECTION OF PRODUCTS UNDER ALLOWANCES

- A. Engineer's Duties:
 - 1. Consult with the Contractor in consideration of products and supplier or installers or changes in quantities of bid items.
 - 2. Make selection in consultation with the Owner. Obtain Owner's written decision, designating:
 - a. Product, model and/or class of materials.
 - b. Accessories and attachments.
 - c. Supplier and installer as applicable.
 - d. Cost to Contractor, delivered to the site or installed, as applicable.
 - e. Warranties
 - f. Quantities
 - 3. Transmit Owner's decision to the Contractor.
 - 4. Prepare work authorizations or change orders.

- B. Contractor's Duties:
1. Assist Engineer and Owner in determining qualified suppliers, quantities or subcontractor.
 2. Obtain proposals from a minimum of three (3) suppliers and/or subcontractors when requested by Engineer.
 3. Make appropriate recommendations for consideration of the Engineer.
 4. Notify Engineer promptly of:
 - a. Any reasonable objections Contractor may have against any supplier, or party under consideration for installation.
 - b. Any effect on the construction schedule anticipated by selection under consideration.

**1.04 CONTRACTOR RESPONSIBILITY FOR PURCHASE,
DELIVERY AND INSTALLATION**

- A. On notification of selection, execute purchase agreement with designated suppliers and/or subcontractors.
- B. Arrange for and process shop drawings, product data and samples, as required.
- C. Make all arrangements for delivery.
- D. Upon delivery, promptly inspect products for damage or defects.
- E. Submit claims for transportation damage.
- F. Install and finish products in compliance with requirements of referenced specification sections, including restoration.

1.05 ADJUSTMENT OF COSTS

- A. Should the net cost be more or less than the specified amount of the allowance, the contract sum will be adjusted accordingly by change order. Should work be changed by change order:
 1. The amount of the change order will recognize any changes in handling costs at the site, equipment, labor, installation costs, overhead, profit, and other expenses caused by the change order.

2. For products specified under a unit cost in the change order schedule of values, the unit cost shall apply to the additional quantities actually used.
- B. Submit any claims for anticipated additional costs at the site, or other expenses caused by the selection under the allowance, prior to execution of the work.
- C. Failure to submit claims within the designated time will constitute a waiver of claims for additional costs.
- D. At contract closeout, reflect all approved changes in contract amounts in the final statement of accounting.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

3.01 MEASURE AND PAYMENT

- A. The cost shall include a fixed amount per the Bid Form.
- B. Use of the allocation account shall be for unforeseeable conditions, for construction changes and for availability adjustments, if ordered and authorized by the Town. At the closeout of contract, monies remaining in the contingency allowance will be credited to the Owner by change order.
- C. The fixed amount is indicted as a lump sum under Allowance pay item A-1.

END OF SECTION

SECTION 01030

SITE RESTORATION AND AUDIO VISUAL PRECONSTRUCTION RECORD

PART 1 SCOPE OF WORK

1.01 SITE RESTORATION

- A. The Contractor shall remove all excess material and shall clean up and restore the project area impacted by construction activities and adjacent to drainage work to its original condition or better. All damage to the project areas on items such as existing structures, pavement, driveways, curbs and gutters, sidewalks, shrubbery, grass, trees, utility poles, conduits, rocked, graveled or stabilized areas, and including all obstructions not specifically named herein, shall be repaired or replaced, as determined by the Town. Site restoration shall be done in a timely manner as the work progresses.
- B. The contractor shall include the costs associated with a preconstruction video to confirm existing conditions. Any damage not confirmed by preconstruction video will be repaired at no additional cost to the Town.

1.02 AUDIO-VISUAL PRECONSTRUCTION RECORD

- A. Prior to beginning the work, the Contractor shall have a continuous color audio- video recording taken along the entire length of the project, where construction will be performed, to serve as a record of preconstruction conditions. No construction shall begin prior to review and approval of the audio-video covering the construction area by the Engineer. The Engineer shall have the authority to reject all or any portion of the audio-video not conforming to the specifications and order that it be redone at no additional charge. The Contractor shall reschedule the unacceptable coverage within five days after being notified.
- B. Contractor shall provide the Engineer and the Owner with one complete set of disks for each project area.
- C. All equipment, accessories, materials and labor to perform this service shall be furnished by the Contractor.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

3.01 MEASURE AND PAYMENT

- A. Compensation for the site restoration as described on the plans and in this specification shall be included in the lump sum price bid for Site Restoration.
- B. Compensation for the audio-video preconstruction record shall be included in the lump sum price bid for Site Restoration Pay Item SR-1.

END OF SECTION

SECTION 15200

UTILITY RELOCATIONS

PART 1 SCOPE OF WORK

1.01 DEFINITION

- A. Included in the contract sum is an allowance account for unforeseen conditions that require the relocation of existing utilities. The Contractor shall verify the location of existing utilities prior to installing proposed improvements. If a conflict between the proposed improvement location and the existing utility is identified, that cannot be avoided by adjusting the improvement, the Contractor shall immediately notify the Engineer. Upon direction from the Engineer, the Contractor shall coordinate with the utility provider to have the conflicting utilities relocated or deflected by provider personnel.

1.02 ALLOWANCE ACCOUNT

- A. Monies in the allocation account will be used on issuance of a work authorization, pre-approved in writing by the Town throughout
- B. At the closeout of the contract, monies remaining in the allowance account will be credited to the Town by change order.

1.03 PROCEDURE FOR COMPLETING UTILITY RELOCATIONS

- A. Engineer's Duties:
 - 1. Consult with the Contractor in considering options related to conflicts between existing utilities and proposed improvements.
 - 2. Provide written authorization to request cost estimate.
 - 3. Transmit Owner's decision to the Contractor.
 - 4. Prepare work authorization.
- B. Contractor's Duties:
 - 1. Identify potential conflicts between proposed improvements and existing utilities by verifying utility locations in the field prior to installation of proposed improvements and notify Engineer of conflicts immediately upon discovery. The Contractor and Engineer shall explore options to avoid the conflicts with the utilities as the first step.

2. Obtain cost estimates and schedules for relocation or deflection of existing utilities from provider as directed by the Engineer and provide copies of the requested information to the Engineer upon receipt.
3. If authorized by Engineer, coordinate with provider to have utility relocations/ deflections constructed by provider personnel. This includes payment of any deposits or fees associated with the proposed deflections.
4. Notify Engineer promptly of:
 - a. Any effect on the construction schedule anticipated as a result of utility relocation/ deflection.

1.04 ADJUSTMENT OF COSTS

- A. Should the net cost be more or less than the specified amount of the allowance, the contract sum will be adjusted accordingly by change order. Should work be changed by change order:
 1. The amount of the change order will recognize any changes in handling costs at the site, equipment, labor, installation costs, overhead, profit, and other expenses caused by the change order.
 2. For products specified under a unit cost in the change order schedule of values, the unit cost shall apply to the additional quantities actually used.
- B. Submit any claims for anticipated additional costs at the site, or other expenses caused by the selection under the allowance, prior to execution of the work.
- C. Failure to submit claims within the designated time will constitute a waiver of claims for additional costs.
- D. At contract closeout, reflect all approved changes in contract amounts in the final statement of accounting.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

3.01 MEASURE AND PAYMENT

- A. Included in the contract sum is an allowance account for unforeseen conditions that require the relocation of existing utilities. At the closeout of the contract, monies remaining in the allowance account shall be credited to the Town by change order.
- B. The fixed amount is indicted as a lump sum under Allowance pay item A-1.

END OF SECTION

FDOT LAP SPECIFICATIONS

EARTHWORK AND RELATED OPERATIONS FOR LAP (OFF-SYSTEM). (REV 1-8-18) (FA 1-9-18)

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 Standard Plans Index 120-001) 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.

120-8.1.2 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 in the Standard Plans as the elevation for undercutting of A-7 material.

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

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

120-8.2 Additional Requirements for Structures Other than Pipe:

120-8.2.1 Density: Where the backfill material is deposited in water, obtain a 12 inch layer of comparatively dry material, thoroughly compacted by tamping, before the

Engineer verifies layer and density requirements. Meet the requirements of the density Acceptance Criteria.

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

120-8.2.3 Other Limited Areas: Compact in other limited areas using mechanical tampers or approved hand tampers, until the cover over the structure is at least 12 inches thick. When hand tampers are used, deposit the materials in layers not more than 4 inches thick using hand tampers suitable for this purpose with a face area of not more than 100 in². 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 Standard Plans, Index 120-001.

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 its 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.

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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.

Asphalt Work Category	Mix Types	Traffic Level	ESALs (millions)
1	Type SP-9.5	A	<0.3
2	Structural Mixes: Types SP-9.5 or SP-12.5 Friction Mixes: Types FC-9.5 or FC-12.5	B	0.3 to <3
3	Structural Mixes: Types SP-9.5 or SP-12.5 Friction Mixes: Types FC-9.5 or FC-12.5	C	≥3

A Type SP or FC mix one traffic level higher than the traffic level specified in the Contract 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 defined in 334-3.2.2. The equivalent AASHTO nominal maximum aggregate size Superpave mixes are as follows:

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

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

$$\text{Spread rate (lbs/yd}^2\text{)} = t \times G_{\text{mm}} \times 43.3$$

where: t = Thickness (in.) (Plan thickness or individual layer thickness)
 G_{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	3/4 to 1-1/2 inches
Type SP-12.5, FC-12.5	1-1/2 to 2-1/2 inches

334-1.5.2 Additional Requirements: 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	3/8 to 2 inches
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 Gyrotory Compaction: Compact the design mixture in accordance with AASHTO T312-12, with the following exceptions: use the number of gyrations at N_{design} as designed in Table 334-3.

Table 334-3 Gyrotory Compaction Requirements	
Traffic Level	N_{design} Number of Gyrations
A	50
B	65
C	75

334-3.2.4 Design Criteria: Meet the requirements for nominal maximum aggregate size as defined in AASHTO M323-12, as well as for relative density, VMA, VFA, and dust-to- binder ratio as specified in AASHTO M323-12, Table 6. $N_{initial}$ and $N_{maximum}$ requirements are not applicable.

334-3.2.5 Moisture Susceptibility: Test 4 inch specimens in accordance with 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 (N_{design}).
2. The source and description of the materials to be used.
3. The FDOT source number and the FDOT product code of the aggregate components furnished from an FDOT approved source (if required).
4. The gradation and proportions of the raw materials as intended to be combined in the paving mixture. The gradation of the component materials shall be representative of the material at the time of use. Compensate for any change in aggregate gradation caused by handling and processing as necessary.
5. A single percentage of the combined mineral aggregate passing each specified sieve. Degradation of the aggregate due to processing (particularly material passing the No. 200 sieve) should be accounted for and identified.
6. The bulk specific gravity (G_{sb}) value for each individual aggregate and RAP component.
7. A single percentage of asphalt binder by weight of total mix intended to be incorporated in the completed mixture, shown to the nearest 0.1%.
8. A target temperature 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.

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 temperature designation ≥ 76°C	45
Any mixture > 1 inch containing a PG asphalt binder with a high temperature designation < 76°C	40

334-5.3 Mix Temperature: Heat and combine the ingredients of the mix in such a manner as to produce a mixture with a temperature at the plant and at the roadway, within a range of plus or minus 30°F from the target temperature as shown on the mix design. Reject all loads outside of this range. 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°F for purposes of heating the asphalt paver. For these situations, the upper tolerance of +30°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 ²)
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 minus 50 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-9.5 for leveling, do not allow the average spread of a layer to be less than 50 pounds per square yard or more than 75 pounds per square yard. The quantity of mix for leveling shown in the plans represents the average for the entire project; however, the Contractor may vary the rate of application throughout the project as directed by the Engineer. When leveling in connection with base widening, the Engineer may require placing all the leveling mix prior to the widening operation.

334-5.8 Compaction: For each paving or leveling train in operation, furnish a separate set of rollers, with their operators.

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

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

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

334-5.9 Joints.

334-5.9.1 Transverse Joints: Construct smooth transverse joints, which are within 3/16 inch of a true longitudinal profile when measured with a 15 foot manual straightedge meeting the requirements of FDOT Test Method FM 5-509. These requirements are waived for transverse joints at the beginning and end of the project and at the beginning and end of bridge structures, if the deficiencies are caused by factors beyond the control of the Contractor such as no milling requirement, as determined by the Engineer. When smoothness requirements are waived, construct a reasonably smooth transitional joint.

334-5.9.2 Longitudinal Joints: For all layers of pavement except the leveling course, place each layer so that longitudinal construction joints are offset 6 to 12 inches laterally between successive layers. Do not construct longitudinal joints in the wheel paths. The Engineer may waive these requirements where offsetting is not feasible due to the sequence of construction.

334-5.10 Surface Requirements: Construct a smooth pavement with good surface texture and the proper cross slope.

334-5.10.1 Texture of the Finished Surface of Paving Layers: Produce a finished surface of uniform texture and compaction with no pulled, torn, raveled, crushed or loosened portions and free of segregation, bleeding, flushing, sand streaks, sand spots, or ripples. Correct any area of the surface that does not meet the foregoing requirements in accordance with 334-5.10.4.

In areas not defined to be a density testing exception per 334-6.4.1, obtain for the Engineer, three 6 inch diameter roadway cores at locations visually identified by the Engineer to be segregated. The Engineer will determine the density of each core in accordance with FDOT Test Method FM 1-T 166 and calculate the percent G_{mm} of the segregated area using the average G_{mb} of the roadway cores and the representative PC G_{mm} for the questionable material. If the average percent G_{mm} is less than 90.0, address the segregated area in accordance with 334-5.10.4.

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

334-5.10.3 Pavement Smoothness: Construct a smooth pavement meeting the requirements of this Specification. Furnish a 15 foot manual and a 15 foot rolling straightedge meeting the requirements of 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 criteria will be addressed as directed by the Engineer such as but not limited to acceptance at reduced pay, delineation testing to determine the limits of the questionable material, removal and replacement at no cost to the agency, or performing an Engineering analysis to determine the final disposition of the material.

334-6.3.1 Process Control Sampling and Testing Requirements: Perform process control testing at a frequency of once per day. Obtain the samples in accordance with FDOT Method FM 1-T 168. Test the mixture at the plant for gradation (P-8 and P-200) and asphalt binder content (P_b). 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 (G_{mm}) from the approved mix design. If the Contractor or Engineer suspects that the mix design G_{mm} is no longer representative of the asphalt mixture being produced, then a new G_{mm} 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 ± 0.55
Passing No. 8 Sieve (percent)	Target ± 6.00
Passing No. 200 Sieve (percent)	Target ± 2.00
Roadway Density (daily average)	Minimum 90.0% of G _{mm}

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 (P₈ and P₂₀₀) and asphalt binder content (P_b). 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.

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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.

Type or Class	Test Method	Exceptions
Class C Fly Ash	ASTM C 618	Not to be used with Types IP or IS cements.
Class F Fly Ash	ASTM C 618	Not to be used with Types IP or IS cements.
Petroleum Coke Class F	ASTM C 618	Not to be used with Types IP or IS cements.
Bark Ash Class F	ASTM C 618	Not to be used with Types IP or IS cements.

Silica Fume	ASTM C 1240	
Metakaolin	ASTM C 618	
Slag	ASTM C 989	Use only ground granulated blast-furnace slag grade 100 or 120.
Ultra Fine Fly Ash	ASTM C 618	Not to be used with Types IP or IS cements.

344-3 Production, Mixing and Delivery of Concrete.

344-3.1 Concrete Production Requirements:

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

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

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

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

Table 344-2						
Class	Minimum Strength (28 day) (psi)	Target Slump (inches)	Target Range (inches)	Air Content Range (%)	Minimum Total Cementitious Materials Content (lb/yd ³)	Maximum Water to Cementitious Material Ratio (lb/lb)
Category 1						
Class NS	2,500	N/A	N/A	N/A	N/A	N/A
Category 3						
I	3,000	3	± 1.5	1.0 to 6.0	470	0.53
I (Pavement)	3,000	2	± 1.5	1.0 to 6.0	470	0.50
II	3,400	3	± 1.5	1.0 to 6.0	470	0.53
II (Bridge Deck)	4,500	3	± 1.5	1.0 to 6.0	611	0.44
III	5,000	3	± 1.5	1.0 to 6.0	611	0.44
III (Seal)	3,000	8	± 1.5	1.0 to 6.0	611	0.53
IV	5,500	3	± 1.5	1.0 to 6.0	658	0.41
IV (Drilled Shaft)	4,000	8.5	± 1.5	0.0 to 6.0	658	0.41
V (Special)	6,000	3	± 1.5	1.0 to 6.0	752	0.37
V	6,500	3	± 1.5	1.0 to 6.0	752	0.37
VI	8,500	3	± 1.5	1.0 to 6.0	752	0.37

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

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

344-3.4 Concrete Mix Design: 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.

For the work specified under this section will be paid for as described in Section 4 – Proposal/Bid Form and as shown on the plans.

344-6 Basis of Payment.

Price and payment will be full compensation for all the work specified under this section and will be paid for as described in Section 4 – Proposal/Bid Form and as shown on the plans.

END OF SECTION

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.

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.

For the work specified under this section will be paid for as described in Section 4 – Proposal/Bid Form and as shown on the plans.

580-13 Basis of Payment.

Price and payment will be full compensation for all the work specified under this section and will be paid for as described in Section 4 – Proposal/Bid Form and as shown on the plans.

[END OF SECTION]

TOWN OF CUTLER BAY
SECTION 16

LOCAL AGENCY PROGRAM (LAP) ATTACHMENTS

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The attachments listed in this table are by this reference hereby incorporated into and made a part of the ITB as though fully set forth herein.

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ATTACHMENT A

Florida Department of Transportation Local Agency Program Requirements

BUY AMERICA

6-5.2 Source of Supply-Steel: Use steel and iron manufactured in the United States, in accordance with the Buy America provisions of 23 CFR 635.410, as amended. Ensure that all manufacturing processes for this material occur in the United States. As used in this specification, a manufacturing process is any process that modifies the chemical content, physical shape or size, or final finish of a product, beginning with the initial melting and continuing through the final shaping and coating. If a steel or iron product is taken outside the United States for any manufacturing process, it becomes foreign source material. When using steel or iron materials as a component of any manufactured product (e.g., concrete pipe, prestressed beams, corrugated steel pipe, etc.), these same provisions apply. Foreign steel and iron may be used when the total actual 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. Submit a certification from the manufacturer of steel or iron, or any product containing steel or iron, stating that all steel or iron furnished or incorporated into the furnished product was produced and manufactured in the United States or a statement that the product was produced within the United States except for minimal quantities of foreign steel and iron valued at \$ (actual cost). Submit each such certification to the Engineer prior to incorporating the material or product into the project. Prior to the use of foreign steel or iron materials on a project, submit invoices to document the actual cost of such material, and obtain the Engineer's written approval prior to incorporating the material into the project.

END OF SECTION

ATTACHMENT B

Florida Department of Transportation Local Agency Program Requirements

CERTIFICATION OF CURRENT CAPACITY

The attached FDOT form #525-010-46 shall be completed and included in the award 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.

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LAP CERTIFICATION OF CURRENT CAPACITY

CONFIDENTIAL per Ch 337.14(1) F.S.

For bids to be received on _____
(Letting Date)

Fill in your FDOT Vendor Number

VF _____

(Only applicable to FDOT pre-qualified contractors)

CERTIFICATE

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

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

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

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

I certify that the information above is correct.

NAME OF FIRM

Sworn to and subscribed this _____ day
of _____, 20 _____

By: _____

Title

STATUS OF CONTRACTS ON HAND

(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 PRIME CONTRACTOR	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 WORK ON HAND TO BE DONE BY YOU (TOTAL COLUMNS 5 AND 6)		\$0.00	

ATTACHMENT C

Florida Department of Transportation Local Agency Program Requirements

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

DBE Availability Goal Percentage:

The Florida Department of Transportation (Department) has an overall ten point sixty-five percent (10.65%) race-neutral DBE goal. Because this is a Federal-aid contract, the Contracting Firm should fully comply with the goal. This means that the State's goal is to spend at least 10.65% of the highway dollars with Certified DBE's as prime Contracting Firms or as subcontractors. Race-neutral means that the Department believes that the 10.65% overall goal can be achieved through the normal competitive procurement process. The Department has reviewed this Project and assigned a DBE availability goal shown on the bid blank/contract front page under "% DBE Availability Goal". Although not a contract requirement, the Department believes that this DBE percentage can realistically be achieved on this Project based on the number of DBE's associated with the different types of work that will be required.

Under 49 Code of Federal Regulations Part 26, if the 10.65% goal is not achieved, the Department may be required to return to a race-conscious program where goals are imposed on individual contracts. The Department encourages all of our Contracting Firms to actively pursue obtaining bids and quotes from Certified DBE's.

7-24 Disadvantaged Business Enterprise (DBE) Program

7-24.1 Disadvantaged Business Enterprise Affirmative Action Plan:

Prior to award of the Contract, have an approved Disadvantaged Business Enterprise (DBE) Affirmative Action Program Plan filed with the Equal Opportunity Office. Update and resubmit the plan every three years. No Contract will be awarded until the Department approves the Plan. The DBE Affirmative Action Program Plan is incorporated into and made a part of the Contract.

7-24.2 Required Contract and Subcontract DBE Assurance Language:

In accordance with 49 CFR 26.13 (b), the Contract FDOT signs with the Contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance: "The Contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted Contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the recipient deems appropriate."

7-24.3 Plan Requirements:

Include the following in the DBE Affirmative Action Program Plan: (a) A policy statement, signed by an authorized representative (president, chief executive officer, or chairman of the contractor), expressing a commitment to use DBEs in all aspects of contracting to the maximum extent feasible, outlining the various levels of responsibility, and stating the objectives of the program. Circulate the policy statement throughout the Contractor's organization. (b) The designation of a Liaison Officer within the Contractor's organization, as well as support staff, necessary and proper to administer the program, and a description of the authority, responsibility, and duties of the Liaison Officer and support staff. The Liaison Officer and staff are responsible for developing, managing,

and implementing the program on a day-today basis for carrying out technical assistance activities for DBEs and for disseminating information on available business opportunities so that DBEs are provided an equitable opportunity to participate in Contracts let by the Department. (c) Utilization of techniques to facilitate DBE participation in contracting activities which include, but are not limited to:

1. Soliciting price quotations and arranging a time for the review of plans, quantities, specifications, and delivery schedules, and for the preparation and presentation of quotations.
2. Providing assistance to DBEs in overcoming barriers such as the inability to obtain bonding, financing, or technical assistance.
3. Carrying out information and communication programs or workshops on contracting procedures and specific contracting opportunities in a timely manner, with such programs being bilingual where appropriate.
4. Encouraging eligible DBEs to apply for certification with the Department.
5. Contacting Minority Contractor Associations and city and county agencies with programs for disadvantaged individuals for assistance in recruiting and encouraging eligible DBE contractors to apply for certification with the Department.

7-24.4 DBE Records and Reports:

Submit the Anticipated DBE Participation Statement at or before the Pre-Construction Conference. Report monthly, through the Equal Opportunity Reporting System on the Department's Website, actual payments (including retainage) made to DBEs for work performed with their own workforce and equipment in the area in which they are certified. Report payments made to all DBE and Minority Business Enterprise (MBE) subcontractors and DBE and MBE construction material and major suppliers. The Equal Opportunity Office will provide instructions on accessing this system. Develop a record keeping system to monitor DBE affirmative action efforts which include the following: (a) the procedures adopted to comply with these Specifications; (b) the number of subordinated Contracts on Department projects awarded to DBEs; (c) the dollar value of the Contracts awarded to DBEs; (d) the percentage of the dollar value of all subordinated Contracts awarded to DBEs as a percentage of the total Contract amount; (e) a description of the general categories of Contracts awarded to DBEs; and (f) the specific efforts employed to identify and award Contracts to DBEs. Upon request, provide the records to the Department for review. Maintain all such records for a period of five years following acceptance of final payment and have them available for inspection by the Department and the Federal Highway Administration.

7-24.5 Counting DBE Participation and Commercially Useful Functions:

49 CFR Part 26.55 specifies when DBE credit shall be awarded for work performed by a DBE. DBE credit can only be awarded for work actually performed by DBEs themselves for the types of work for which they are certified. On the Anticipated DBE Participation Statement only include the dollars that a DBE is expected to earn for work they perform with their own workforce and equipment. Submit a revised Anticipated DBE Participation Statement to reflect changes to the initial Anticipated DBE Participation Statement within 14 business days from the date of the change. When a DBE participates in a contract, the value of the work is determined in accordance with 49 CFR Part 26.55, for example: (a) The Department will count only the value of the work performed by the DBE toward DBE goals. The entire amount of the contract that is performed by the DBE's own forces (including the cost of supplies, equipment and materials obtained by the DBE for the contract work) will be counted as DBE credit. (b) The Department will count the entire

amount of fees or commissions charged by the DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services or for providing bonds or insurance specifically required for the performance of a Department-assisted contract, toward DBE goals, provided that the Department determines the fees to be reasonable and not excessive as compared with fees customarily followed for similar services. (c) When the DBE subcontracts part of the work of its contract to another firm, the Department will count the value of the subcontracted work only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals. (d) When a DBE performs as a participant in a joint venture, the Department will count the portion of the dollar value of the contract equal to the distinct, clearly defined portion of the work the DBE performs with its own forces toward DBE goals. (e) The Contractors shall ensure that only expenditures to DBEs that perform a commercially useful function in the work of a contract may be counted toward the voluntary DBE goal. (f) A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. (g) To determine whether a DBE is performing a commercially useful function, the Department will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and other relevant factors.

(h) A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. (i) If a DBE does not perform or exercise responsibility for at least 30% of the total cost of its contract with its own workforce, or if the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, the DBE has not performed a commercially useful function.

7-24.6 Prompt Payments: Meet the requirements of 9-5.6 for payments to all DBE subcontractors.

9-5.6 Certification of Payment to Subcontractors: The term "subcontractor," as used herein, includes persons or firms furnishing materials or equipment incorporated into the work or stockpiled for which the Department has made partial payment and firms working under equipment-rental agreements. The Contractor is required to pay all subcontractors for satisfactory performance of their Contracts before the Department will make a further progress (partial) payment. The Contractor shall also return all retainage withheld to the subcontractors within 30 days after the subcontractor's work is satisfactorily complete, as determined by the Department. Prior to receipt of any progress (partial) payment, the prime contractor shall certify that all subcontractors having an interest in the Contract were paid for satisfactory performance of their Contracts and that the retainage is returned to subcontractors within 30 days after satisfactory completion of the subcontractor's work. Provide this certification in the form designated by the Department.

Within 30 days of the Contractor's receipt of the final progress payment or any other payments thereafter, except the final payment, the Contractor shall pay all subcontractors and suppliers having an interest in the Contract for all work completed and materials furnished. The Department will honor an exception to the above when the Contractor demonstrates good cause for

not making any required payment and furnishes written notification of any such good cause to both the Department and the affected subcontractors or suppliers within said 30 day period.

The Contractor shall indemnify and provide defense for the Department when called upon to do so for all claims or suits against the Department, by third parties, pertaining to Contractor payment or performance issues arising out of the Contract. It is expressly understood that the monetary limitation on the extent of the indemnification shall be the approved Contract amount, which shall be the original Contract amount as may be increased by subsequent Supplemental Agreements.

END OF SECTION

ATTACHMENT D

Florida Department of Transportation Local Agency Program Requirements

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.

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ATTACHMENT E

Florida Department of Transportation Local Agency Program Requirements

EQUAL EMPLOYMENT OPPORTUNITY

APPENDIX A & E

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* 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* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

(7.) **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).

ATTACHMENT F

Florida Department of Transportation Local Agency Program Requirements

EQUIPMENT RENTAL RATES

Equipment: For any machinery or special equipment (other than small tools), including fuel and lubricant, the Contractor will receive 100% of the "Rental Rate Blue Book" for the actual time that such equipment is in operation on the work, and 50% of the "Rental Rate Blue Book" for the time the equipment is directed to standby and remain on the project site, to be calculated as indicated below. The equipment rates will be based on the latest edition (as of the date the work to be performed begins) of the "Rental Rate Blue Book for Construction Equipment" or the "Rental Rate Blue Book for Older Construction Equipment," whichever is applicable, as published by Machinery Information Division of PRIMEDIA Information, Inc. (version current at the time of bid), using all instructions and adjustments contained therein and as modified below. On all projects, the Engineer will adjust the rates using regional adjustments and Rate Adjustment Tables according to the instructions in the Blue Book.

Allowable Equipment Rates will be established as set out below:

- a. Allowable Hourly Equipment Rate = Monthly Rate/176
x Adjustment Factors x 100%.
- b. Allowable Hourly Operating Cost = Hourly Operating
Cost x 100%.
- c. Allowable Rate Per Hour = Allowable Hourly Equipment

Rate + Allowable Hourly Operating Cost.

- d. Standby Rate = Allowable Hourly Equipment Rate x 50%.

The Monthly Rate is The Basic Machine Rate Plus Any Attachments. Standby rates will apply when equipment is not in operation and is directed by the Engineer to standby at the project site when needed again to complete work and the cost of moving the equipment will exceed the accumulated standby cost. Standby rates will not apply on any day the equipment operates for eight or more hours. Standby payment will be limited to only that number of hours which, when added to the operating time for that day equals eight hours. Standby payment will not be made on days that are not normally considered work days on the project.

The Department will allow for the cost of transporting the equipment to and from the location at which it will be used. If the equipment requires assembly or disassembly for transport, the Department will pay for the time to perform this work at the rate for standby equipment.

Equipment may include vehicles utilized only by Labor, as defined above.

4. Indirect Costs, Expenses, and Profit: Compensation for all indirect costs, expenses, and profit of the Contractor, including but not limited to overhead of any kind, whether jobsite, field office, division office, regional office, home office, or otherwise, is expressly limited to the greater of either (a) or (b) below:

- a. Solely a mark-up of 17.5% on the payments in (1) through (3),
above.

1. Bond: The Contractor will receive compensation for any premium for acquiring a bond for such additional or unforeseen work at the original Contract bond rate paid by the Contractor. No compensation for bond premium will be allowed for additional or unforeseen work paid by the Department via initial contingency pay item.

2. The Contractor will be allowed a markup of 10% on the first \$50,000 and a markup of 5% on any amount over \$50,000 on any subcontract directly related to the additional or unforeseen work. Any such subcontractor mark-up will be allowed only by the prime Contractor and a first tier subcontractor, and the Contractor must elect the markup for any eligible first tier subcontractor to do so.

b. Solely the formula set forth below and only as applied solely as to such number of calendar days of entitlement that are in excess of ten cumulative calendar days as defined below.

$$D = \frac{A \times C}{B}$$

Where A = Original Contract Amount

B = Original Contract Time

C = 8%

D = Average Overhead Per Day

Cumulative Calendar Days is defined as the combined total number of calendar days granted as time extensions due to either extra work, excluding overruns to existing contract items, that extend the duration of the project or delay of a controlling work item caused solely by the Department, or the combined total number of calendar days for which a claim of entitlement to a time extension due to delay of a controlling work item caused solely by the Department is otherwise ultimately determined to be in favor of the Contractor.

No compensation, whatsoever, will be paid to the Contractor for any jobsite overhead and other indirect impacts when the total number of calendar days granted for time extension due to delay of a controlling work item caused solely by the Department is, or the total number of calendar days for which entitlement to a time extension due to delay of a controlling work item caused solely by the Department is otherwise ultimately determined in favor of the Contractor to be, equal to or less than ten calendar days and the Contractor also fully assumes all monetary risk of any and all partial or single calendar day delay periods, due to delay of a controlling work item caused solely by the Department, that when combined together are equal to or less than ten calendar days and regardless of whether monetary compensation is otherwise provided for hereunder for one or more calendar days of time extension entitlement for each calendar day exceeding ten calendar days. All calculations under this provision shall exclude weather days, Holidays, and Special Events.

Further, for (a) and (b) above, in the event there are concurrent delays to one or more controlling work items, one or more being caused by the Department and one or more being caused by the Contractor, the Contractor shall be entitled to a time extension for each day that a controlling work item is delayed by the Department but shall have no right to nor receive any monetary compensation for any indirect costs for any days of concurrent delay

ATTACHMENT G

Alt Form 525-
010-40G

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-011-0G
PROGRAM MANAGEMENT
10/23
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FHWA FORM 1273

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – COMPLIANCE WITH FHWA 1273.

The FHWA-1273 version dated October 23, 2023 is appended in its entirety to this Exhibit. FHWA-1273 may also be referenced on the Department's website at the following URL address:
<http://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf>

Sub-recipients of federal grants awards for Federal-Aid Highway construction shall take responsibility to obtain this information and comply with all provisions contained in FHWA-1273.

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

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

ATTACHMENTS

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

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

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

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

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

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

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

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

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

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

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

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

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

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

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

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

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

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

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

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

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

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

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

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

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

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

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

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

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

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

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

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

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

3. Records and certified payrolls (29 CFR 5.5)

a. Basic record requirements (1) Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) Information required. Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) Additional records relating to apprenticeship. Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. Certified payroll requirements (1) Frequency and method of submission. The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) Information required. The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) Statement of Compliance. Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

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

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

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

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access (1) Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices (1) Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

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

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

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

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

4. **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. **Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

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

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;

- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

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

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

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

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

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

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

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

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

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

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

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

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

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

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

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

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

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

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

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XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

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

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**

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

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

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

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

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

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

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

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

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

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

ATTACHMENT H

Florida Department of Transportation Local Agency Program Requirements DBE Bid Opportunity Form

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**BID OPPORTUNITY LIST FOR PROFESSIONAL CONSULTANT
SERVICES, AND COMMODITIES & CONTRACTUAL SERVICES**

375-040-62
PROCUREMENT
04/07

Prime Contractor/Prime Consultant: _____

Address/Phone Number: _____

Procurement Number/Advertisement Number: _____

49 CFR Part 26.11 The list is intended to be a listing of all firms that are participating, or attempting to participate, on DOT-assisted contracts. The list must include all firms that bid on prime contracts, or bid or quote subcontracts and supplies materials on DOT-assisted projects, including both DBEs and non-DBEs. For consulting companies this list must include all subconsultants contacting you and expressing an interest in teaming with you on a specific DOT-assisted project. Prime contractors and consultants must provide information for Numbers 1, 2, 3 and 4, and should provide any information they have available on Numbers 5, 6, 7, and 8 for themselves, and their subcontractors and subconsultants.

<p>1. Federal Tax ID Number: _____</p> <p>2. Firm Name: _____</p> <p>3. Phone: _____</p> <p>4. Address: _____</p> <p>_____</p> <p>_____</p> <p>5. Year Firm Established: _____</p>	<p>6. <input type="checkbox"/> DBE <input type="checkbox"/> Non-DBE</p> <p>7. <input type="checkbox"/> Subcontractor <input type="checkbox"/> Subconsultant</p>	<p>8. Annual Gross Receipts</p> <p><input type="checkbox"/> Less than \$1 million</p> <p><input type="checkbox"/> Between \$1 - \$5 million</p> <p><input type="checkbox"/> Between \$5 - \$10 million</p> <p><input type="checkbox"/> Between \$10 - \$15 million</p> <p><input type="checkbox"/> More than \$15 million</p>
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<p>1. Federal Tax ID Number: _____</p> <p>2. Firm Name: _____</p> <p>3. Phone: _____</p> <p>4. Address: _____</p> <p>_____</p> <p>_____</p> <p>5. Year Firm Established: _____</p>	<p>6. <input type="checkbox"/> DBE <input type="checkbox"/> Non-DBE</p> <p>7. <input type="checkbox"/> Subcontractor <input type="checkbox"/> Subconsultant</p>	<p>8. Annual Gross Receipts</p> <p><input type="checkbox"/> Less than \$1 million</p> <p><input type="checkbox"/> Between \$1 - \$5 million</p> <p><input type="checkbox"/> Between \$5 - \$10 million</p> <p><input type="checkbox"/> Between \$10 - \$15 million</p> <p><input type="checkbox"/> More than \$15 million</p>
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<p>1. Federal Tax ID Number: _____</p> <p>2. Firm Name: _____</p> <p>3. Phone: _____</p> <p>4. Address: _____</p> <p>_____</p> <p>_____</p> <p>5. Year Firm Established: _____</p>	<p>6. <input type="checkbox"/> DBE <input type="checkbox"/> Non-DBE</p> <p>7. <input type="checkbox"/> Subcontractor <input type="checkbox"/> Subconsultant</p>	<p>8. Annual Gross Receipts</p> <p><input type="checkbox"/> Less than \$1 million</p> <p><input type="checkbox"/> Between \$1 - \$5 million</p> <p><input type="checkbox"/> Between \$5 - \$10 million</p> <p><input type="checkbox"/> Between \$10 - \$15 million</p> <p><input type="checkbox"/> More than \$15 million</p>
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<p>1. Federal Tax ID Number: _____</p> <p>2. Firm Name: _____</p> <p>3. Phone: _____</p> <p>4. Address: _____</p> <p>_____</p> <p>_____</p> <p>5. Year Firm Established: _____</p>	<p>6. <input type="checkbox"/> DBE <input type="checkbox"/> Non-DBE</p> <p>7. <input type="checkbox"/> Subcontractor <input type="checkbox"/> Subconsultant</p>	<p>8. Annual Gross Receipts</p> <p><input type="checkbox"/> Less than \$1 million</p> <p><input type="checkbox"/> Between \$1 - \$5 million</p> <p><input type="checkbox"/> Between \$5 - \$10 million</p> <p><input type="checkbox"/> Between \$10 - \$15 million</p> <p><input type="checkbox"/> More than \$15 million</p>
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AS APPLICABLE, PLEASE SUBMIT THIS FORM WITH YOUR:

	<p>BID SHEET (Invitation to Bid – ITB)</p> <p>LETTERS OF RESPONSE (LOR)</p> <p>PRICE PROPOSAL (Request for Proposal – RFP)</p> <p>REPLY (Invitation to Negotiate – ITN)</p>
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ATTACHMENT I

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION DBE BID PACKAGE INFORMATION

DBE Utilization

The Department began its DBE race neutral program January 1, 2000. **Contract specific goals are not placed on Federal/State contracts;** however, the Department has an overall 10.67% DBE goal it must achieve. In order to assist contractors in determining their DBE commitment level, the Department has reviewed the estimates for this letting.

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

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

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

DBE Reporting

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

All DBE payments must be reported whether or not you initially planned to utilize the company. In order for our race neutral DBE Program to be successful, your cooperation is imperative. If you have any questions, please contact 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-DBE's**.

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DBE BID PACKAGE INFORMATION

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.

ATTACHMENT J

Florida Department of Transportation Local Agency Program Requirements

LOBBYING CERTIFICATION

No Federal appropriated funds have been paid or will be paid, by or on behalf, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of any state or 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.

The attached FDOT forms #375-030-33 and #375-030-34 shall be completed and included in the award 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.

[SPACE LEFT INTENTIONALLY BLANK]

**CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES
ON FEDERAL-AID CONTRACTS**

(Compliance with 49CFR, Section 20.100 (b))

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

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

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

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

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

Name of Consultant

By: _____ Date: _____ Authorized Signature

Title _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DISCLOSURE OF LOBBYING ACTIVITIES

375-030-34
 PROCUREMENT
 02/16

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

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application b. initial award c. post-award	3. Report Type: a. initial filing b. material change For Material Change Only: Year: _____ Quarter: <input style="width: 40px;" type="text"/> Date of last report: _____ (mm/dd/yyyy)
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: _____ _____ _____ Congressional District, if known: 4c _____	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: _____ _____ _____ Congressional District, if known: _____	
6. Federal Department/Agency: _____ _____	7. Federal Program Name/Description: _____ _____ CFDA Number, if applicable: _____	
8. Federal Action Number, if known: _____	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i> _____ _____ _____	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i> _____ _____ _____	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date (mm/dd/yyyy): _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

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

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

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

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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

ATTACHMENT K

Florida Department of Transportation Local Agency Program Requirements

OFF-SITE STORAGE AND STAGING AREA

7-1.4 Compliance with Federal Endangered Species Act and other Wildlife Regulations: The Federal Endangered Species Act requires that the Department investigate the potential impact to a threatened or endangered species prior to initiating an activity performed in conjunction with a highway construction project. If the Department's investigation determines that there is a potential impact to a protected, threatened or an endangered species, the Department will conduct an evaluation to determine what measures may be necessary to mitigate such impact. When mitigation measures and/or special conditions are necessary, these measures and conditions will be addressed in the Contract Documents or in permits as identified in 7-2.1.

In addition, in cases where certain protected, threatened or endangered species are found or appear within close proximity to the project boundaries, the Department has established guidelines that will apply when interaction with certain species occurs, absent of any special mitigation measures or permit conditions otherwise identified for the project.

These guidelines are posted at the following URL address: <http://www.fdot.gov/programmanagement/Implemented/URLinSpecs/files/endangeredwildlifeguidelines.pdf>.

Take responsibility to obtain this information and take all actions and precautions necessary to comply with the conditions of these guidelines during all project activities.

Prior to establishing any off-project activity in conjunction with a project, notify the Engineer of the proposed activity. Covered activities include but are not necessarily limited to borrow pits, concrete or asphalt plant sites, disposal sites, field offices, and material or equipment storage sites. Include in the notification the Financial Project ID, a description of the activity, the location of the site by township, range, section, county, and city, a site location map including the access route, the name of the property owner, and a person to contact to arrange a site inspection. Submit this notification at least 30 days in advance of planned commencement of the off-site activity, to allow for the Department to conduct an investigation without delaying job progress.

Do not perform any off-project activity without obtaining written clearance from the Engineer. In the event the Department's investigation determines a potential impact to a protected, threatened or endangered species and mitigation measures or permits are necessary, coordinate with the appropriate resource agencies for clearance, obtain permits and perform mitigation measures as necessary. Immediately notify the Engineer in writing of the results of this coordination with the appropriate resource agencies. Additional compensation or time will not be allowed for permitting or mitigation, associated with Contractor initiated off-project activities.

7-1.8 Compliance with Section 4(f) of the USDOT Act: Section 4(f) of the USDOT Act prohibits the U. S. Secretary of Transportation from approving a project which requires the use of publicly owned land of a public park, recreation area or a wildlife and waterfowl refuge, or of

any historic site of national, state, or local significance unless there is no prudent or feasible alternative to using that land and the program or project includes all possible planning to minimize the harm to the site resulting from the use.

Before undertaking any off-project activity associated with any federally assisted undertaking, ensure that the proposed site does not represent a public park, recreation area, wildlife or waterfowl refuge, or a historic site (according to the results of the Cultural Resources Survey discussed in 120-6.2). If such a site is proposed, notify the Engineer and provide a description of the proposed off-site activity, the Financial Project ID, the location of the site by township, range, section, a county or city map showing the site location, including the access route and the name of the property. It is the Contractor's responsibility to submit justification for use of Section 4(f) property that is sufficient for the Florida Department of Transportation and the Federal Highway Administration to make a Section 4(f) determination. Submit this notification sufficiently in advance of planned commencement of the off-site activity to allow a reasonable time for the Engineer to conduct an investigation without delaying job progress. Do not begin any off-project activity without obtaining written clearance from the Engineer.

[SPACE LEFT INTENTIONALLY BLANK]

ATTACHMENT L

Florida Department of Transportation Local Agency Program Requirements

NON-COLLUSION PROVISION

The attached FDOT form #575-060-13 shall be completed and included in the award 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.

[SPACE LEFT INTENTIONALLY BLANK]

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

575-060-13
RIGHT OF WAY
05/01
Page 1 of 3

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

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

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

I further declare that:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXCEPTIONS:

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

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

CONTRACTOR: _____ (Seal)

BY: _____
NAME AND TITLE PRINTED

WITNESS: _____

BY: _____
SIGNATURE

WITNESS: _____

Executed on this _____ day of _____, _____

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

REQUIRED CONTRACT PROVISIONS

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

- Appendix B of 49 CFR Part 29 –

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

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

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

ATTACHMENT M

Florida Department of Transportation Local Agency Program Requirements

PREVAILING MINIMUM WAGE (DAVIS BACON)

For this Contract, payment of predetermined minimum wages applies.

The Department of Labor Wage Rates applicable to this Contract are listed in Wage Rate Decision Number(s) FL20240178 (attached) as modified up through ten days prior to the opening of bids.

Obtain the applicable General Decision(s) (Wage Tables) through the Department's web site and ensure that employees receive the minimum wages applicable. Review the General Decisions for all classifications necessary to complete the project. Request additional classifications through the Engineer's office when needed.

When multiple wage tables are assigned to a Contract, general guidance of their use and examples of construction applicability is available on the Department's web site. Contact the Department's Wage Rate Coordinator before bidding if there are still questions concerning the applicability of multiple wage tables. The URL for obtaining the Wage Rate Decisions is www.dot.state.fl.us/construction/wage.htm.

Contact the Department's Wage Rate Coordinator at (850) 414-4492 if the Department's web site cannot be accessed or there are questions.

"General Decision Number: FL20240178

01/05/2024 Superseded General Decision Number:

FL20230178

State: Florida

Construction Type: Highway

County: Miami-Dade County in Florida.

HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.20 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 2024.
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number Publication Date
0 01/05/2024

ELEC0349-002 09/01/2023

	Rates	Fringes
ELECTRICIAN.....	\$ 39.81	14.62

SUFL2013-039 08/19/2013

	Rates	Fringes
CARPENTER	\$ 17.84	0.00
CEMENT MASON/CONCRETE FINISHER, Includes Form Work....	\$ 15.49 **	0.00
FENCE ERECTOR	\$ 12.82 **	0.00
HIGHWAY/PARKING LOT STRIPING: Operator (Striping Machine)....	\$ 15.07 **	0.00
HIGHWAY/PARKING LOT STRIPING: Painter.....	\$ 12.13 **	0.00
HIGHWAY/PARKING LOT STRIPING: Operator (Spray Nozzleman)	\$ 11.16 **	0.00
INSTALLER - GUARDRAIL.....	\$ 13.43 **	0.00
IRONWORKER, ORNAMENTAL	\$ 13.48 **	0.00
IRONWORKER, REINFORCING	\$ 18.43	0.00
IRONWORKER, STRUCTURAL	\$ 16.42 **	0.00
LABORER (Traffic Control Specialist incl. placing of cones/barricades/barrels - Setter, Mover, Sweeper)	\$ 11.59 **	0.00
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor	\$ 12.31 **	0.00
LABORER: Common or General.....	\$ 10.69 **	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	\$ 15.02 **	0.00
OPERATOR: Backhoe/Excavator/Trackhoe..	\$ 16.24 **	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader	\$ 12.88 **	0.00
OPERATOR: Boom	\$ 18.95	0.00
OPERATOR: Boring Machine	\$ 15.29 **	0.00

OPERATOR: Broom/Sweeper.....	\$ 13.01 **	0.00
OPERATOR: Bulldozer.....	\$ 16.77 **	0.00
OPERATOR: Concrete Finishing Machine.....	\$ 15.44 **	0.00
OPERATOR: Concrete Saw	\$ 14.43 **	0.00
OPERATOR: Crane	\$ 22.46	0.00
OPERATOR: Curb Machine.....	\$ 20.74	0.00
OPERATOR: Distributor	\$ 13.29 **	0.00
OPERATOR: Drill	\$ 14.78 **	0.00
OPERATOR: Forklift	\$ 16.32 **	0.00
OPERATOR: Gradall	\$ 14.71 **	0.00
OPERATOR: Grader/Blade	\$ 20.22	3.85
OPERATOR: Loader	\$ 15.53 **	0.00
OPERATOR: Mechanic	\$ 18.03	0.00
OPERATOR: Milling Machine	\$ 14.67 **	0.00
OPERATOR: Oiler	\$ 16.32 **	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 13.61 **	0.00
OPERATOR: Piledriver.....	\$ 17.23	0.00
OPERATOR: Post Driver (Guardrail/Fences).....	\$ 14.45 **	0.00
OPERATOR: Roller	\$ 13.67 **	0.00
OPERATOR: Scraper	\$ 12.01 **	0.00
OPERATOR: Screed	\$ 14.15 **	0.00
OPERATOR: Tractor	\$ 12.19 **	0.00
OPERATOR: Trencher.....	\$ 14.74 **	0.00
PAINTER: Spray.....	\$ 16.52 **	0.00
SIGN ERECTOR	\$ 12.96 **	0.00
TRAFFIC SIGNALIZATION: Traffic Signal Installation.....	\$ 19.07	0.00
TRUCK DRIVER: Distributor Truck.....	\$ 14.96 **	2.17
TRUCK DRIVER: Dump Truck	\$ 12.19 **	0.00
TRUCK DRIVER: Flatbed Truck.....	\$ 14.28 **	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 15.07 **	0.00

ITB #24-04

TRUCK DRIVER: Slurry Truck.....	\$ 11.96 **	0.00
TRUCK DRIVER: Vactor Truck.....	\$ 14.21 **	0.00
TRUCK DRIVER: Water Truck.....	\$ 13.17 **	1.60

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

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 National Office because National Office has 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"

ATTACHMENT N

Florida Department of Transportation Local Agency Program Requirements

PROHIBITION AGAINST CONVICT PRODUCED MATERIALS

FDOT Specification 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.

END OF SECTION

ATTACHMENT O

Florida Department of Transportation Local Agency Program Requirements

Federal and State Hiring Preferences

The following items will not be allowed in this contract:

1. **Contractor Purchased Equipment for State or Local Ownership** - Per 23 CFR 140 / 2 CFR 200.313 and 23 U.S.C. 302.
2. **State of Florida or other locally produced materials**. Preference program mandating materials purchasing requirements or restrictions are not allowed. Per 23 CFR 635.409
3. **Public Agencies in Competition with the Private Sector** Per 23 CFR 635.112(e),
4. **Publicly owned Equipment** - Per 23 CFR 635.106,
5. **State/Local Owned/ Furnished Designated Materials Per 23 CFR 635.407** Note: Local Agency tax savings programs will not be allowed.
6. **Local/State Hiring Preferences** Per 23 CFR 635.117) and 23 CFR 635.112(d). No Preference programs are allowed. Examples include in-state or local business; location of contractor; limitations in business enterprises; local economic development hiring practices or programs; targeted hiring practices or programs (e.g., homeless, welfare-to-work, veterans); or exclusionary business preferences not based on federal sanctions.
7. **Patented/Proprietary/Sole Sources Materials** will not be allowed on this contract. 337.02 F.S.
8. **Incentive/ Disincentive Clauses**. The Agency has elected not to use incentive/disincentive clauses in this proposal. Per 23 CFR 635.127 (d & f).
9. **Indian Preference** on Federal Aid Projects (Labor & Employment) is not allowed on this contract. Per 23 CFR 635.117(e).
10. **Owner Force Account Contracting** Per 23 CFR 635 Subpart B & 255.20 F.S.
11. **Foreign Contractor and Supplier Restrictions**. Agency will not limit this proposal to domestic owned contractors only. Per 49 CFR 30

END OF SECTION

ATTACHMENT P

Florida Department of Transportation Local Agency Program Requirements Federal Requirements

STATE PRODUCED MATERIALS

23 CFR 635.409 Restrictions upon materials

No requirement shall be imposed and no procedure shall be enforced by any State transportation department in connection with a project which may operate:

- (a) To require the use of or provide a price differential in favor of articles or materials produced within the State, or otherwise to prohibit, restrict or discriminate against the use of articles or materials shipped from or prepared, made or produced in any State, territory or possession of the United States; or
- (b) To prohibit, restrict or otherwise discriminate against the use of articles or materials of foreign origin to any greater extent than is permissible under policies of the Department of Transportation as evidenced by requirements and procedures prescribed by the FHWA Administrator to carry out such policies.

END OF SECTION

ATTACHMENT Q

Florida Department of Transportation Local Agency Program Requirements

SUSPENSION AND DEBARMENT

The attached FDOT form #375-030-32 shall be completed and included in the award 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.

[SPACE LEFT INTENTIONALLY BLANK]

**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: _____

By: _____

Date: _____

Title: _____

Instructions for Certification

Instructions for Certification - Lower Tier Participants:

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

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

ATTACHMENT R

23 CFR 635.109 (up to date as of 2/07/2023)
Standardized changed condition clauses.

23 CFR 635.109

This content is from the eCFR and is authoritative but unofficial.

Title 23 - Highways
Chapter I - Federal Highway Administration, Department of Transportation
Subchapter G - Engineering and Traffic Operations
Part 635 - Construction and Maintenance
Subpart A - Contract Procedures

Source: 56 FR 37004, Aug. 2, 1991, unless otherwise noted.

Authority: Sections 1525 and 1303 of Pub. L. 112-141, Sec. 1503 of Pub. L. 109-59, 119 Stat. 1144; 23 U.S.C. 101 (note), 109, 112, 113, 114, 116, 119, 128, and 315; 31 U.S.C. 6505; 42 U.S.C. 3334, 4601 et seq.; Sec. 1041(a), Pub. L. 102-240, 105 Stat. 1914; 23 CFR 1.32; 49 CFR 1.85(a)(1).

Editorial Note: Nomenclature changes to part 635 appear at 67 FR 75924, Dec. 10, 2002.

§ 635.109 Standardized changed condition clauses.

- (a) Except as provided in paragraph (b) of this section, the following changed conditions contract clauses shall be made part of, and incorporated in, each highway construction project, including construction services contracts of CM/GC projects, approved under 23 U.S.C. 106:
 - (1) *Differing site conditions.*
 - (i) During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.
 - (ii) Upon written notification, the engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The engineer will notify the contractor of the determination whether or not an adjustment of the contract is warranted.
 - (iii) No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.
 - (iv) No contract adjustment will be allowed under this clause for any effects caused on unchanged work. (This provision may be omitted by the State DOT's at their option.)
 - (2) *Suspensions of work ordered by the engineer.*
 - (i) If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.

23 CFR 635.109(a)(2)(i) (enhanced display)

page 1 of 3

- (i) Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused 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.
 - (ii) No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.
 - (iii) 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.
- (2) **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 (II) 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 (c) 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 (c) 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, State DOTs 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.
- (d) For ID/IQ projects, State DOTs 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, as appropriate.

[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; 85 FR 72931, Nov. 16, 2020]

FROM SECTION 4 (ALTERATION OF WORK).

4-3 Alteration of Plans or of Character of Work.

4-3.1 General: The Engineer reserves the right to make, at any time prior to or during the progress of the work, such increases or decreases in quantities, whether a significant change or not, and such alterations in the details of construction, whether a substantial change or not, including but not limited to alterations in the grade or alignment of the road or structure or both, as may be found necessary or desirable by the Engineer. Such increases, decreases or alterations shall not constitute a breach of Contract, shall not invalidate the Contract, nor release the Surety from any liability arising out of this Contract or the Surety bond. The Contractor agrees to perform the work, as altered, the same as if it had been a part of the original Contract.

The term "significant change" applies only when:

1. The Engineer determines that the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction, or

2. A major item of work, as defined in 1-3, is increased in excess of 125% or decreased below 75% of the original Contract quantity. The Department will apply any price adjustment for an increase in quantity only to that portion in excess of 125% of the original Contract item quantity in accordance with 4-3.2 below. In the case of a decrease below 75% the Department will only apply a price adjustment for the additional costs that are a direct result of the reduction in quantity.

In (1) above, the determination by the Engineer shall be conclusive. If the determination is challenged by the Contractor in any proceeding, the Contractor must establish by clear and convincing proof that the determination by the Engineer was without any reasonable basis.

4-3.2 Increase, Decrease or Alteration in the Work: The Engineer reserves the right to make alterations in the character of the work which involve a substantial change in the nature of the design or in the type of construction or which materially increases or decreases the cost or time of performance. Such alteration shall not constitute a breach of Contract, shall not invalidate the Contract or release the Surety.

Notwithstanding that the Contractor shall have no formal right whatsoever to any extra compensation or time extension deemed due by the Contractor for any cause unless and until the Contractor follows the procedures set forth in 5-12.2 for preservation, presentation and resolution of the claim, the Contractor may at any time, after having otherwise timely submitted a notice of intent to claim or preliminary time extension request pursuant to 5-12.2 and 8-7.3.2, submit to the Department a request for equitable adjustment of compensation or time or other dispute resolution proposal. The Contractor shall in any request for equitable adjustment of compensation, time, or other dispute resolution proposal certify under oath and in writing, in accordance with the formalities required by Florida law, that the request is made in good faith, that any supportive data submitted is accurate and complete to the Contractor's best knowledge and belief, and that the amount of the request accurately reflects what the Contractor in good faith believes to be the Department's responsibility. Such certification must be made by an officer or director of the Contractor with the authority to bind the Contractor. Any such certified statements of entitlement and costs shall be subject to the audit provisions set forth in 5-12.14. While the submittal or review of a duly certified request for equitable adjustment shall neither create, modify, nor activate any legal rights or obligations as to the Contractor or the Department, the Department will review the content of any duly certified request for equitable

adjustment or other dispute resolution proposal, with any further action or inaction by the Department thereafter being in its sole discretion. Any request for equitable adjustment that fails to fully comply with the certification requirements will not be reviewed by the Department.

The monetary compensation provided for below constitutes full and complete payment for such additional work and the Contractor shall have no right to any additional monetary compensation for any direct or indirect costs or profit for any such additional work beyond that expressly provided below. The Contractor shall be entitled to a time extension only to the extent that the performance of any portion of the additional work is a controlling work item and the performance of such controlling work item actually extends completion of the project due to no fault of the Contractor. All time related costs for actual performance of such additional work are included in the compensation already provided below and any time extension entitlement hereunder will be without additional monetary compensation. The Contractor shall have no right to any monetary compensation or damages whatsoever for any direct or indirect delay to a controlling work item arising out of or in any way related to the circumstances leading up to or resulting from additional work (but not relating to the actual performance of the additional work, which is paid for as otherwise provided herein), except only as provided for under 5-12.6.2.1.

4-3.2.1 Allowable Costs for Extra Work: The Engineer may direct in writing that extra work be done and, at the Engineer’s sole discretion, the Contractor will be paid pursuant to an agreed Supplemental Agreement or in the following manner:

1. Labor and Burden: The Contractor will receive payment for actual costs of direct labor and burden for the additional or unforeseen work. Labor includes foremen actually engaged in the work; and will not include project supervisory personnel nor necessary on-site clerical staff, except when the additional or unforeseen work is a controlling work item and the performance of such controlling work item actually extends completion of the project due to no fault of the Contractor. Compensation for project supervisory personnel, but in no case higher than a Project Manager’s position, shall only be for the pro-rata time such supervisory personnel spent on the contract. In no case shall an officer or director of the Company, nor those persons who own more than 1% of the Company, be considered as project supervisory personnel, direct labor or foremen hereunder.

Payment for burden shall be limited solely to the following:

Table 4-1	
Item	Rate
FICA	Rate established by Law
FUTA/SUTA	Rate established by Law
Medical Insurance	Actual
Holidays, Sick & Vacation benefits	Actual
Retirement benefits	Actual
Workers Compensation	Rates based on the National Council on Compensation Insurance basic rate tables adjusted by Contractor’s actual experience modification factor in effect at the time of the additional work or unforeseen work.
Per Diem	Actual but not to exceed State of Florida’s rate
Insurance*	Actual

Table 4-1	
Item	Rate
*Compensation for Insurance is limited solely to General Liability Coverage and does not include any other insurance coverage (such as, but not limited to, Umbrella Coverage, Automobile Insurance, etc.).	

At the Pre-construction conference, certify to the Engineer the following:

- a. A listing of on-site clerical staff, supervisory personnel and their pro-rated time assigned to the contract,
- b. Actual Rate for items listed in Table 4-1,
- c. Existence of employee benefit plan for Holiday, Sick and Vacation benefits and a Retirement Plan, and,
- d. Payment of Per Diem is a company practice for instances when compensation for Per Diem is requested.

Such certification must be made by an officer or director of the Contractor with authority to bind the Contractor. Timely certification is a condition precedent to any right of the Contractor to recover compensations for such costs, and failure to timely submit the certification will constitute a full, complete, absolute and irrevocable waiver by the Contractor of any right to recover such costs. Any subsequent changes shall be certified to the Engineer as part of the cost proposal or seven calendar days in advance of performing such extra work.

2. Materials and Supplies: For materials accepted by the Engineer and used on the project, the Contractor will receive the actual cost of such materials incorporated into the work, including Contractor paid transportation charges (exclusive of equipment as hereinafter set forth). For supplies reasonably needed for performing the work, the Contractor will receive the actual cost of such supplies.

3. Equipment: For any machinery or special equipment (other than small tools), including fuel and lubricant, the Contractor will receive 100% of the "Rental Rate Blue Book" for the actual time that such equipment is in operation on the work, and 50% of the "Rental Rate Blue Book" for the time the equipment is directed to standby and remain on the project site, to be calculated as indicated below. The equipment rates will be based on the latest edition (as of the date the work to be performed begins) of the "Rental Rate Blue Book for Construction Equipment" as published by EquipmentWatch, a division of Informa Business Media, Inc., using all instructions and adjustments contained therein and as modified below. On all projects, the Engineer will adjust the rates using regional adjustments and Rate Adjustment Tables according to the instructions in the "Rental Rate Blue Book."

Allowable Equipment Rates will be established as set out below:

- a. Allowable Hourly Equipment Rate = Monthly Rate/176
x Adjustment Factors x 100%.
- b. Allowable Hourly Operating Cost = Hourly Operating
Cost x 100%.
- c. Allowable Rate Per Hour = Allowable Hourly
Equipment Rate + Allowable Hourly Operating Cost.
- d. Standby Rate = Allowable Hourly Equipment
Rate x 50%.

The Monthly Rate is The Basic Machine Rate Plus Any Attachments. Standby rates will apply when equipment is not in operation and is directed by the

Engineer to standby at the project site when needed again to complete work and the cost of moving the equipment will exceed the accumulated standby cost. Standby rates will not apply on any day the equipment operates for eight or more hours. Standby payment will be limited to only that number of hours which, when added to the operating time for that day equals eight hours. Standby payment will not be made on days that are not normally considered work days on the project.

The Department will allow for the cost of transporting the equipment to and from the location at which it will be used. If the equipment requires assembly or disassembly for transport, the Department will pay for the time to perform this work at the rate for standby equipment.

Equipment may include vehicles utilized only by Labor, as defined above.

4. Indirect Costs, Expenses, and Profit: Compensation for all indirect costs, expenses, and profit of the Contractor, including but not limited to overhead of any kind, whether jobsite, field office, division office, regional office, home office, or otherwise, is expressly limited to the greater of either (a) or (b) below:

a. Solely a mark-up of 17.5% on the payments in (1) through (3), above.

1. Bond: The Contractor will receive compensation for any premium for acquiring a bond for such additional or unforeseen work at the original Contract bond rate paid by the Contractor. No compensation for bond premium will be allowed for additional or unforeseen work paid by the Department via initial contingency pay item.

2. The Contractor will be allowed a markup of 10% on the first \$50,000 and a markup of 5% on any amount over \$50,000 on any subcontract directly related to the additional or unforeseen work. Any such subcontractor mark-up will be allowed only by the prime Contractor and a first tier subcontractor, and the Contractor must elect the markup for any eligible first tier subcontractor to do so.

b. Solely the formula set forth below and only as applied solely as to such number of calendar days of entitlement that are in excess of ten cumulative calendar days as defined below.

$$D = \frac{A \times C}{B}$$

Where A = Original Contract Amount

B = Original Contract Time

C = 8%

D = Average Overhead Per Day

Cumulative Calendar Days is defined as the combined total number of calendar days granted as time extensions due to either extra work, excluding overruns to existing contract items, that extend the duration of the project or delay of a controlling work item caused solely by the Department, or the combined total number of calendar days for which a claim of entitlement to a time extension due to delay of a controlling work item caused solely by the Department is otherwise ultimately determined to be in favor of the Contractor.

No compensation, whatsoever, will be paid to the Contractor for any jobsite overhead and other indirect impacts when the total number of calendar days granted for time extension due to delay of a controlling work item caused solely by the Department is, or the total number of calendar days for which entitlement to a time extension due to delay of a controlling work item caused solely by the Department is otherwise ultimately determined in favor of the Contractor to be, equal to or less than ten calendar days and the Contractor also fully assumes all monetary risk of any and all partial or single calendar day delay periods, due to delay of a controlling work item caused solely by the Department, that when combined together are equal to or less than ten calendar days and regardless of whether monetary compensation is otherwise provided for hereunder for one or more calendar days of time extension entitlement for each calendar day exceeding ten calendar days. All calculations under this provision shall exclude weather days, Holidays, and Special Events.

Further, for (a) and (b) above, in the event there are concurrent delays to one or more controlling work items, one or more being caused by the Department and one or more being caused by the Contractor, the Contractor shall be entitled to a time extension for each day that a controlling work item is delayed by the Department but shall have no right to nor receive any monetary compensation for any indirect costs for any days of concurrent delay.

4-3.2.2 Subcontracted Work: Compensation for the additional or unforeseen work performed by a subcontractor shall be limited solely to that provided for in 4-3.2.1 (1), (2), (3) and (4)(a). In addition, the Contractor compensation is expressly limited to the greater of the total provided in either 4-3.2.1(4)(a) or (4)(b), except that the Average Overhead Per-Day calculation is as follows:

$$D_s = \frac{A_s \times C}{B}$$

Where A_s = Original Contract Amount minus Original Subcontract amounts(s)*

B = Original Contract Time

C = 8%

D_s = Average Overhead Per-Day

* deduct Original Subcontract Amount(s) of subcontractor(s) performing the work

The subcontractor may receive compensation for any premium for acquiring a bond for the additional or unforeseen work; provided, however, that such payment for additional subcontractor bond will only be paid upon presentment to the Department of clear and convincing proof that the subcontractor has actually submitted and paid for separate bond premiums for such additional or unforeseen work in such amount and that the subcontractor was required by the Contractor to acquire a bond.

The Contractor shall require the subcontractor to submit a certification, in accordance with 4-3.2.1 (1), as part of the cost proposal and submit such to the Engineer. Such certification must be made by an officer or director of the subcontractor with authority to bind the subcontractor. Timely certification is a condition precedent to any right of the Contractor to recover compensation for such subcontractor costs, and failure to timely submit the certification

will constitute a full, complete, absolute and irrevocable waiver by the Contractor of any right to recover such subcontractor costs.

4-3.3 No Waiver of Contract: Changes made by the Engineer will not be considered to waive any of the provisions of the Contract, nor may the Contractor make any claim for loss of anticipated profits because of the changes, or by reason of any variation between the approximate quantities and the quantities of work actually performed. All work shall be performed as directed by the Engineer and in accordance with the Contract Documents.

4-3.4 Conditions Requiring a Supplemental Agreement or Unilateral Payment: A Supplemental Agreement or Unilateral Payment will be used to clarify the Plans and Specifications of the Contract; to provide for unforeseen work, grade changes, or alterations in the Plans which could not reasonably have been contemplated or foreseen in the original Plans and Specifications; to change the limits of construction to meet field conditions; to provide a safe and functional connection to an existing pavement; to settle documented Contract claims; to make the project functionally operational in accordance with the intent of the original Contract and subsequent amendments thereto.

A Supplemental Agreement or Unilateral Payment may be used to expand the physical limits of the project only to the extent necessary to make the project functionally operational in accordance with the intent of the original Contract. The cost of any such agreement extending the physical limits of the project shall not exceed \$100,000 or 10% of the original Contract price, whichever is greater.

Perform no work to be covered by a Supplemental Agreement or Unilateral Payment before written authorization is received from the Engineer. The Engineer's written authorization will set forth sufficient work information to allow the work to begin. The work activities, terms and conditions will be reduced to written Supplemental Agreement or Unilateral Payment form promptly thereafter. No payment will be made on a Supplemental Agreement or Unilateral Payment prior to the Department's approval of the document.

4-3.5 Extra Work: Extra work authorized in writing by the Engineer will be paid in accordance with the formula in 4-3.2. Such payment will be the full extent of all monetary compensation entitlement due to the Contractor for such extra work. Any entitlement to a time extension due to extra work will be limited solely to that provided for in 4-3.2 for additional work.

4-3.6 Connections to Existing Pavement, Drives and Walks: Generally adhere to the limits of construction at the beginning and end of the project as detailed in the Plans. However, if the Engineer determines that it is necessary to extend the construction in order to make suitable connections to existing pavement, the Engineer will authorize such a change in writing.

For necessary connections to existing walks and drives that are not indicated in the Plans, the Engineer will submit direction regarding the proper connections in accordance with the Standard Plans.

4-3.7 Differing Site Conditions: During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the Contract, or if unknown physical conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the Contract are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the Contractor disturbs the conditions or performs the affected work.

Upon receipt of written notification of differing site conditions from the Contractor, the Engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the Contract, an adjustment will be made, excluding loss of anticipated profits, and the Contract will be modified in writing accordingly. The Engineer will notify the Contractor whether or not an adjustment of the Contract is warranted.

The Engineer will not allow a Contract adjustment for a differing site condition unless the Contractor has submitted the required written notice.

The Engineer will not allow a Contract adjustment under this clause for any effects caused to any other Department or non-Department projects on which the Contractor may be working.

4-3.8 Changes Affecting Utilities: The Contractor shall be responsible for identifying and assessing any potential impacts to a utility that may be caused by the changes proposed by the Contractor, and the Contractor shall at the time of making the request for a change notify the Department in writing of any such potential impacts to utilities.

Department approval of a Contractor proposed change does not relieve the Contractor of sole responsibility for all utility impacts, costs, delays or damages, whether direct or indirect, resulting from Contractor initiated changes in the design or construction activities from those in the original Contract Specifications, Design Plans (including Traffic Control Plans) or other Contract Documents and which effect a change in utility work different from that shown in the Utility Plans, joint project agreements or utility relocation schedules.

4-3.9 Cost Savings Initiative Proposal:

4-3.9.1 Intent and Objective:

1. This Subarticle applies to any cost reduction proposal (hereinafter referred to as a Proposal) that the Contractor initiates and develops for the purpose of refining the Contract to increase cost effectiveness or significantly improve the quality of the end result. A mandatory Cost Savings Initiative Workshop will be held prior to Contract Time beginning for the Contractor and Department to discuss potential Proposals. This mandatory workshop can only be eliminated if agreed to in writing by both the Contractor and Department. This Subarticle does not, however, apply to any such proposal unless the Contractor identifies it at the time of its submission to the Department as a proposal submitted pursuant to this Subarticle.

2. The Department will consider Proposals that would result in net savings to the Department by providing a decrease in the cost of the Contract. Proposals must result in savings without impairing essential functions and characteristics such as safety, service, life, reliability, economy of operation, ease of maintenance, aesthetics and necessary standard design features. The Department will not recognize the Contractor's correction of plan errors that result in a cost reduction, as a Proposal. Deletions of work, approved by the Engineer which are not directly associated with or integral to a Proposal will be handled as full credit to the Department for the work deleted.

3. The Department shall have the right to reject, at its discretion, any Proposal submitted that proposes a change in the design of the pavement system or that would require additional right-of-way. Pending the Department's execution of a formal supplemental agreement implementing an approved Proposal, the Contractor shall remain obligated to perform the work in accordance with the terms of the existing Contract. The Department may grant time extensions to allow for the time required to develop and review a Proposal.

4. For potential Proposals not discussed at the Cost Savings Initiative Workshop, a mandatory concept meeting will be held for the Contractor and Department to discuss the potential Proposal prior to development of the Proposal. This mandatory meeting can only be eliminated if agreed to in writing by both the Contractor and Department.

4-3.9.2 Subcontractors: The Department encourages the Contractor to include the provisions of this Subarticle in Contracts with subcontractors and to encourage submission of Proposals from subcontractors. However, it is not mandatory to submit Proposals to the Department or to accept or transmit subcontractor proposed Proposals to the Department.

4-3.9.3 Data Requirements: As a minimum, submit the following information with each Proposal:

1. a description of the difference between the existing Contract requirement, including any time extension request, and the proposed change, and the comparative advantages and disadvantages.
2. separate detailed cost estimates for both the existing Contract requirement and the proposed change. Break down the cost estimates by pay item numbers indicating quantity increases or decreases and deleted pay items. Identify additional proposed work not covered by pay items within the Contract, by using pay item numbers in the Basis of Estimates Manual. In preparing the estimates, include overhead, profit, and bond within pay items in the Contract. Separate pay item(s) for the cost of overhead, profit, and bond will not be allowed.
3. an itemization of the changes, deletions or additions to plan details, plan sheets, Standard Plans and Specifications that are required to implement the Proposal if the Department adopts it. Submit preliminary plan drawings sufficient to describe the proposed changes.
4. engineering or other analysis in sufficient detail to identify and describe specific features of the Contract that must be changed if the Department accepts the Proposal with a proposal as to how these changes can be accomplished and an assessment of their effect on other project elements. The Department may require that engineering analyses be performed by a prequalified consultant in the applicable class of work. Support all design changes that result from the Proposal with drawings and computations signed and sealed by the Contractor's Engineer of Record. Written documentation or drawings will be submitted clearly delineating the responsibility of the Contractor's Engineer of Record.
5. the date by which the Department must approve the Proposal to obtain the total estimated cost reduction during the remainder of the Contract, noting any effect on the Contract completion time or delivery schedule.
6. a revised project schedule that would be followed upon approval of the Proposal. This schedule would include submittal dates and review time for the Department and Peer reviews.

4-3.9.4 Processing Procedures: Submit Proposals to the Engineer or his duly authorized representative. The Department will process Proposals expeditiously; however, the Department is not liable for any delay in acting upon a Proposal submitted pursuant to this Subarticle. The Contractor may withdraw, in whole or in part, a Proposal not accepted by the Department within the period specified in the Proposal. The Department is not liable for any Proposal development cost in the case where the Department rejects or the Contractor withdraws a Proposal.

The Engineer is the sole judge of the acceptability of a Proposal and of the estimated net savings in construction costs from the adoption of all or any part of such proposal. In determining the estimated net savings, the Department reserves the right to disregard the Contract bid prices if, in the judgment of the Engineer, such prices do not represent a fair measure of the value of work to be performed or to be deleted.

Prior to approval, the Engineer may modify a Proposal, with the concurrence of the Contractor, to make it acceptable. If any modification increases or decreases the net savings resulting from the Proposal, the Department will determine the Contractor's fair share upon the basis of the Proposal as modified and upon the final quantities. The Department will compute the net savings by subtracting the revised total cost of all bid items affected by the Proposal from the total cost of the same bid items as represented in the original Contract.

Prior to approval of the Proposal that initiates the supplemental agreement, submit acceptable Contract-quality plan sheets revised to show all details consistent with the Proposal design.

4-3.9.5 Computations for Change in Contract Cost of Performance: If the Proposal is adopted, the Contractor's share of the net savings as defined hereinafter represents full compensation to the Contractor for the Proposal.

The Department will not include its costs to process and implement a Proposal in the estimate. However, the Department reserves the right, where it deems such action appropriate, to require the Contractor to pay the Department's cost of investigating and implementing a Proposal as a condition of considering such proposal. When the Department imposes such a condition, the Contractor shall accept this condition in writing, authorizing the Department to deduct amounts payable to the Department from any monies due or that may become due to the Contractor under the Contract.

4-3.9.6 Conditions of Acceptance for Major Design Modifications of Category 2 Bridges: A Proposal that proposes major design modifications of a category 2 bridge, as determined by the Engineer, shall have the following conditions of acceptance:

All bridge Plans relating to the Proposal shall undergo an independent peer review conducted by a single independent engineering firm referred to for the purposes of this article as the Independent Review Engineer who is not the originator of the Proposal design, and is pre-qualified by the Department in accordance with Rule 14-75, Florida Administrative Code. The independent peer review is intended to be a comprehensive, thorough verification of the original work, giving assurance that the design is in compliance with all Department requirements. The Independent Review Engineer's comments, along with the resolution of each comment, shall be submitted to the Department. The Independent Review Engineer shall sign and seal the submittal cover letter stating that all comments have been adequately addressed and the design is in compliance with the Department requirements. If there are any unresolved comments the Independent Review Engineer shall specifically list all unresolved issues in the signed and sealed cover letter.

The Contractor shall designate a primary engineer responsible for the Proposal design and as such will be designated as the Contractor's Engineer of Record for the Proposal design. The Department reserves the right to require the Contractor's Engineer of Record to assume responsibility for design of the entire structure.

New designs and independent peer reviews shall be in compliance with all applicable Department, FHWA and AASHTO criteria requirements including bridge load ratings.

4-3.9.7 Sharing Arrangements: If the Department approves a Proposal, the Contractor shall receive 50% of the net reduction in the cost of performance of the Contract as determined by the final negotiated agreement between the Contractor and the Department. The net reduction will be determined by subtracting from the savings of the construction costs the reasonable documented engineering costs incurred by the contractor to design and develop a Proposal. The reasonable documented engineering costs will be paid by the Department. Engineering costs will be based on the consultant's certified invoice and may include the costs of the Independent Review Engineer in 4-3.9.6. The total engineering costs to be subtracted from the savings to determine the net reduction will be limited to 25% of the construction savings and shall not include any markup by the Contractor or the costs for engineering services performed by the Contractor.

4-3.9.8 Notice of Intellectual Property Interests and Department's Future Rights to a Proposal:

4-3.9.8.1 Notice of Intellectual Property Interests: The Contractor's Proposal submittal shall identify with specificity any and all forms of intellectual property rights that either the Contractor or any officer, shareholder, employee, consultant, or affiliate, of the Contractor, or any other entity who contributed in any measure to the substance of the Contractor's Proposal development, have or may have that are in whole or in part implicated in the Proposal. Such required intellectual property rights notice includes, but is not limited to, disclosure of any issued patents, copyrights, or licenses; pending patent, copyright or license applications; and any intellectual property rights that though not yet issued, applied for or intended to be pursued, could nevertheless otherwise be subsequently the subject of patent, copyright or license protection by the Contractor or others in the future. This notice requirement does not extend to intellectual property rights as to stand-alone or integral components of the Proposal that are already on the Department's Approved Product List (APL) or Standard Plans, or are otherwise generally known in the industry as being subject to patent or copyright protection.

4-3.9.8.2 Department's Future Rights to a Proposal: Notwithstanding 7-3 nor any other provision of the Standard Specifications, upon acceptance of a Proposal, the Contractor hereby grants to the Department and its contractors (such grant being expressly limited solely to any and all existing or future Department construction projects and any other Department projects that are partially or wholly funded by or for the Department) a royalty-free and perpetual license under all forms of intellectual property rights to manufacture, to use, to design, to construct, to disclose, to reproduce, to prepare and fully utilize derivative works, to distribute, display and publish, in whole or in part, and to permit others to do any of the above, and to otherwise in any manner and for any purpose whatsoever do anything reasonably necessary to fully utilize any and all aspects of such Proposal on any and all existing and future construction projects and any other Department projects.

Contractor shall hold harmless, indemnify and defend the Department and its contractors and others in privity therewith from and against any and all claims, liabilities, other obligations or losses, and reasonable expenses related thereto (including reasonable attorneys' fees), which are incurred or are suffered by any breach of the foregoing grants, and regardless of whether such intellectual property rights were or were not disclosed by the Contractor pursuant to 4-3.9.8.1, unless the Department has by express written exception in the Proposal acceptance process specifically released the Contractor from such obligation to hold harmless, indemnify and defend as to one or more disclosed intellectual property rights.

FROM SECTION 5 – CONTROL OF THE WORK (CLAIMS).

5-12 Claims by Contractor.

5-12.1 General: When the Contractor deems that extra compensation or a time extension is due beyond that agreed to by the Engineer, whether due to delay, additional work, altered work, differing site conditions, breach of Contract, or for any other cause, the Contractor shall follow the procedures set forth herein for preservation, presentation and resolution of the claim.

Submission of timely notice of intent to file a claim, preliminary time extension request, time extension request, and the certified written claim, together with full and complete claim documentation, are each a condition precedent to the Contractor bringing any circuit court, arbitration, or other formal claims resolution proceeding against the Department for the items and for the sums or time set forth in the Contractor's certified written claim. The failure to provide such notice of intent, preliminary time extension request, time extension request, certified written claim and full and complete claim documentation within the time required shall constitute a full, complete, absolute and irrevocable waiver by the Contractor of any right to additional compensation or a time extension for such claim.

5-12.2 Notice of Claim:

5-12.2.1 Claims For Extra Work: Where the Contractor deems that additional compensation or a time extension is due for work or materials not expressly provided for in the Contract or which is by written directive expressly ordered by the Engineer pursuant to 4-3, the Contractor shall submit written notification to the Engineer of the intention to make a claim for additional compensation before beginning the work on which the claim is based, and if seeking a time extension, the Contractor shall also submit a preliminary request for time extension pursuant to 8-7.3.2 within ten calendar days after commencement of a delay and a request for Contract Time extension pursuant to 8-7.3.2 within thirty calendar days after the elimination of the delay. If such written notification is not submitted and the Engineer is not afforded the opportunity for keeping strict account of actual labor, material, equipment, and time, the Contractor waives the claim for additional compensation or a time extension. Such notice by the Contractor, and the fact that the Engineer has kept account of the labor, materials and equipment, and time, shall not in any way be construed as establishing the validity of the claim or method for computing any compensation or time extension for such claim. On projects with an original Contract amount of \$3,000,000 or less within 90 calendar days after final acceptance of the project and on projects with an original Contract amount greater than \$3,000,000 within 180 calendar days after final acceptance of the project the Contractor shall submit full and complete claim documentation as described in 5-12.3 and duly certified pursuant to 5-12.9. However, for any claim or part of a claim that pertains solely to final estimate quantities disputes the Contractor shall submit full and complete claim documentation as described in 5-12.3 and duly certified pursuant to 5-12.9, as to such final estimate claim dispute issues, within 90 or 180 calendar days, respectively, of the Contractor's receipt of the Department's final estimate.

If the Contractor fails to submit a certificate of claim as described in 5-12.9, the Department will so notify the Contractor in writing. The Contractor shall have ten calendar days from receipt of the notice to resubmit the claim documentation, without change, with a certificate of claim as described in 5-12.9, without regard to whether the resubmission is within the applicable 90 or 180 calendar day deadline for submission of full and complete claim documentation. Failure by the Contractor to comply with the ten calendar day notice shall constitute a waiver of the claim.

5-12.2.2 Claims For Delay: Where the Contractor deems that additional compensation or a time extension is due on account of delay, differing site conditions, breach of Contract, or any other cause other than for work or materials not expressly provided for in the Contract (Extra Work) or which is by written directive of the Engineer expressly ordered by the Engineer pursuant to 4-3, the Contractor shall submit a written notice of intent to the Engineer within ten days after commencement of a delay to a controlling work item expressly notifying the Engineer that the Contractor intends to seek additional compensation, and if seeking a time extension, the Contractor shall also submit a preliminary request for time extension pursuant to 8-7.3.2 within ten calendar days after commencement of a delay to a controlling work item, as to such delay and providing a reasonably complete description as to the cause and nature of the delay and the possible impacts to the Contractor's work by such delay, and a request for Contract Time extension pursuant to 8-7.3.2 within thirty calendar days after the elimination of the delay. On projects with an original Contract amount of \$3,000,000 or less within 90 calendar days after final acceptance of the project and on projects with an original Contract amount greater than \$3,000,000 within 180 calendar days after final acceptance of the project the Contractor shall submit full and complete documentation as described in 5-12.3 and duly certified pursuant to 5-12.9.

If the Contractor fails to submit a certificate of claim as described in 5-12.9, the Department will so notify the Contractor in writing. The Contractor shall have ten calendar days from receipt of the notice to resubmit the claim documentation, without change, with a certificate of claim as described in 5-12.9, without regard to whether the resubmission is within the applicable 90 or 180 calendar day deadline for submission of full and complete claim documentation. Failure by the Contractor to comply with the ten calendar day notice shall constitute a waiver of the claim.

There shall be no Contractor entitlement to any monetary compensation or time extension for any delays or delay impacts, whatsoever, that are not to a controlling work item, and then as to any such delay to a controlling work item entitlement to any monetary compensation or time extension shall only be to the extent such is otherwise provided for expressly under 4-3 or 5-12, except that in the instance of delay to a non-controlling item of work the Contractor may be compensated for the direct costs of idle labor or equipment only, at the rates set forth in 4-3.2.1(1) and (3), and then only to the extent the Contractor could not reasonably mitigate such idleness.

If the Contractor provides the written notice of intent, the preliminary request for time extension, and the request for Contract Time extension in compliance with the aforementioned time and content requirements, the Contractor's claim for delay to a controlling work item will be evaluated as of the date of the elimination of the delay even if the Contractor's performance subsequently overcomes the delay. If the claim for delay has not been settled, the Contractor must also comply with 5-12.3 and 5-12.9 to preserve the claim.

5-12.3 Content of Written Claim: As a condition precedent to the Contractor being entitled to additional compensation or a time extension under the Contract, for any claim, the Contractor shall submit a certified written claim to the Department which will include for each individual claim, at a minimum, the following information:

1. A detailed factual statement of the claim providing all necessary dates, locations, and items of work affected and included in each claim;
2. The date or dates on which actions resulting in the claim occurred or conditions resulting in the claim became evident;

3. Identification of all pertinent documents and the substance of any material oral communications relating to such claim and the name of the persons making such material oral communications;

4. Identification of the provisions of the Contract which support the claim and a statement of the reasons why such provisions support the claim, or alternatively, the provisions of the Contract which allegedly have been breached and the actions constituting such breach;

5. A detailed compilation of the amount of additional compensation sought and a breakdown of the amount sought as follows:

- a. documented additional job site labor expenses;
- b. documented additional cost of materials and supplies;
- c. a list of additional equipment costs claimed, including each piece of equipment and the rental rate claimed for each;
- d. any other additional direct costs or damages and the documents in support thereof;
- e. any additional indirect costs or damages and all documentation in support thereof.

6. A detailed compilation of the specific dates and the exact number of calendar days sought for a time extension, the basis for entitlement to time for each day, all documentation of the delay, and a breakout of the number of days claimed for each identified event, circumstance or occurrence.

Further, the Contractor shall be prohibited from amending either the bases of entitlement or the amount of any compensation or time stated for any and all issues claimed in the Contractor's written claim submitted hereunder, and any circuit court, arbitration, or other formal claims resolution proceeding shall be limited solely to the bases of entitlement and the amount of any compensation or time stated for any and all issues claimed in the Contractor's written claim submitted hereunder. This shall not, however, preclude a Contractor from withdrawing or reducing any of the bases of entitlement and the amount of any compensation or time stated for any and all issues claimed in the Contractor's written claim submitted hereunder at any time.

5-12.4 Action on Claim: The Engineer will respond in writing on projects with an original Contract amount of \$3,000,000 or less within 90 calendar days of receipt of a complete claim submitted by a Contractor in compliance with 5-12.3, and on projects with an original Contract amount greater than \$3,000,000 within 120 calendar days of receipt of a complete claim submitted by a Contractor in compliance with 5-12.3. Failure by the Engineer to respond to a claim in writing within 90 or 120 days, respectively, after receipt of a complete claim submitted by the Contractor in compliance with 5-12.3 constitutes a denial of the claim by the Engineer. If the Engineer finds the claim or any part thereof to be valid, such partial or whole claim will be allowed and paid for to the extent deemed valid and any time extension granted, if applicable, as provided in the Contract. No circuit court or arbitration proceedings on any claim, or a part thereof, may be filed until after final acceptance of all Contract work by the Department or denial hereunder, whichever occurs last.

5-12.5 Pre-Settlement and Pre-Judgment Interest: Entitlement to any pre-settlement or pre-judgment interest on any claim amount determined to be valid subsequent to the Department's receipt of a certified written claim in full compliance with 5-12.3, whether determined by a settlement or a final ruling in formal proceedings, the Department shall pay to the Contractor simple interest calculated at the Prime Rate (as reported by the Wall Street

Journal as the base rate on corporate loans posted by at least 75% of the nations 30 largest banks) as of the 60th calendar day following the Department's receipt of a certified written claim in full compliance with 5-12.3, such interest to accrue beginning 60 calendar days following the Department's receipt of a certified written claim in full compliance with 5-12.3 and ending on the date of final settlement or formal ruling.

5-12.6 Compensation for Extra Work or Delay:

5-12.6.1 Compensation for Extra Work: Notwithstanding anything to the contrary contained in the Contract Documents, the Contractor shall not be entitled to any compensation beyond that provided for in 4-3.2.

5-12.6.2 Compensation for Delay: Notwithstanding anything to the contrary contained in the Contract Documents, the additional compensation set forth in 5-12.6.2.1 shall be the Contractor's sole monetary remedy for any delay other than to perform extra work caused by the Department unless the delay shall have been caused by acts constituting willful or intentional interference by the Department with the Contractor's performance of the work and then only where such acts continue after Contractor's written notice to the Department of such interference. The parties anticipate that delays may be caused by or arise from any number of events during the term of the Contract, including, but not limited to, work performed, work deleted, supplemental agreements, work orders, disruptions, differing site conditions, utility conflicts, design changes or defects, time extensions, extra work, right-of-way issues, permitting issues, actions of suppliers, subcontractors or other contractors, actions by third parties, suspensions of work by the Engineer shop drawing approval process delays, expansion of the physical limits of the project to make it functional, weather, weekends, holidays, special events, suspension of Contract Time, or other events, forces or factors sometimes experienced in construction work. Such delays or events and their potential impacts on the performance by the Contractor are specifically contemplated and acknowledged by the parties in entering into this Contract, and shall not be deemed to constitute willful or intentional interference with the Contractor's performance of the work without clear and convincing proof that they were the result of a deliberate act, without reasonable and good-faith basis, and specifically intended to disrupt the Contractor's performance.

5-12.6.2.1 Compensation for Direct Costs, Indirect Costs, Expenses, and Profit thereon, of or from Delay: For any delay claim, the Contractor shall be entitled to monetary compensation for the actual idle labor (including supervisory personnel) and equipment, and indirect costs, expenses, and profit thereon, as provided for in 4-3.2.1(4) and solely for costs incurred beyond what reasonable mitigation thereof the Contractor could have undertaken.

5-12.7 Mandatory Claim Records: After submitting to the Engineer a notice of intent to file a claim for extra work or delay, the Contractor must keep daily records of all labor, material and equipment costs incurred for operations affected by the extra work or delay. These daily records must identify each operation affected by the extra work or delay and the specific locations where work is affected by the extra work or delay, as nearly as possible. The Engineer may also keep records of all labor, material and equipment used on the operations affected by the extra work or delay. The Contractor shall, once a notice of intent to claim has been timely filed, and not less than weekly thereafter as long as appropriate, submit the Contractor's daily records to the Engineer and be likewise entitled to receive the Department's daily records. The daily records to be submitted hereunder shall be done at no cost to the recipient.

5-12.8 Claims For Acceleration: The Department shall have no liability for any constructive acceleration of the work, nor shall the Contractor have any right to make any claim for constructive acceleration nor include the same as an element of any claim the Contractor may otherwise submit under this Contract. If the Engineer gives express written direction for the Contractor to accelerate its efforts, such written direction will set forth the prices and other pertinent information and will be reduced to a written Contract Document promptly. No payment will be made on a Supplemental Agreement for acceleration prior to the Department's approval of the documents.

5-12.9 Certificate of Claim: When submitting any claim, the Contractor shall certify under oath and in writing, in accordance with the formalities required by Florida law, that the claim is made in good faith, that the supportive data are accurate and complete to the Contractor's best knowledge and belief, and that the amount of the claim accurately reflects what the Contractor in good faith believes to be the Department's liability. Such certification must be made by an officer or director of the Contractor with the authority to bind the Contractor.

5-12.10 Non-Recoverable Items: The parties agree that for any claim the Department will not have liability for the following items of damages or expense:

1. Loss of profit, incentives or bonuses;
2. Any claim for other than extra work or delay;
3. Consequential damages, including, but not limited to, loss of bonding capacity, loss of bidding opportunities, loss of credit standing, cost of financing, interest paid, loss of other work or insolvency;
4. Acceleration costs and expenses, except where the Department has expressly and specifically directed the Contractor in writing "to accelerate at the Department's expense"; nor
5. Attorney fees, claims preparation expenses and costs of litigation.

5-12.11 Exclusive Remedies: Notwithstanding any other provision of this Contract, the parties agree that the Department shall have no liability to the Contractor for expenses, costs, or items of damages other than those which are specifically identified as payable under 5-12. In the event any legal action for additional compensation, whether on account of delay, acceleration, breach of contract, or otherwise, the Contractor agrees that the Department's liability will be limited to those items which are specifically identified as payable in 5-12.

5-12.12 Settlement Discussions: The content of any discussions or meetings held between the Department and the Contractor to settle or resolve any claims submitted by the Contractor against the Department shall be inadmissible in any legal, equitable, arbitration or administrative proceedings brought by the Contractor against the Department for payment of such claim. Dispute Resolution Board, State Arbitration Board and Claim Review Committee proceedings are not settlement discussions, for purposes of this provision.

5-12.13 Personal Liability of Public Officials: In carrying out any of the provisions of the Contract or in exercising any power or authority granted to the Secretary of Transportation, Engineer or any of their respective employees or agents, there shall be no liability on behalf of any employee, officer or official of the Department for which such individual is responsible, either personally or as officials or representatives of the Department. It is understood that in all such matters such individuals act solely as agents and representatives of the Department.

5-12.14 Auditing of Claims: All claims filed against the Department shall be subject to audit at any time following the filing of the claim, whether or not such claim is part of a suit pending in the Courts of this State. The audit may be performed, at the Department's sole

discretion, by employees of the Department or by any independent auditor appointed by the Department, or both. The audit may begin after ten days written notice to the Contractor, subcontractor, or supplier. The Contractor, subcontractor, or supplier shall make a good faith effort to cooperate with the auditors. As a condition precedent to recovery on any claim, the Contractor, subcontractor, or supplier must retain sufficient records, and provide full and reasonable access to such records, to allow the Department's auditors to verify the claim and failure to retain sufficient records of the claim or failure to provide full and reasonable access to such records shall constitute a waiver of that portion of such claim that cannot be verified and shall bar recovery thereunder. Further, and in addition to such audit access, upon the Contractor submitting a written claim, the Department shall have the right to request and receive, and the Contractor shall have the affirmative obligation to submit to the Department any and all documents in the possession of the Contractor or its subcontractors, materialmen or suppliers as may be deemed relevant by the Department in its review of the basis, validity or value of the Contractor's claim.

Without limiting the generality of the foregoing, the Contractor shall upon written request of the Department make available to the Department's auditors, or upon the Department's written request, submit at the Department's expense, any or all of the following documents:

1. Daily time sheets and foreman's daily reports and diaries;
2. Insurance, welfare and benefits records;
3. Payroll register;
4. Earnings records;
5. Payroll tax return;
6. Material invoices, purchase orders, and all material and supply acquisition contracts;
7. Material cost distribution worksheet;
8. Equipment records (list of company owned, rented or other equipment used);
9. Vendor rental agreements and subcontractor invoices;
10. Subcontractor payment certificates;
11. Canceled checks for the project, including, payroll and vendors;
12. Job cost report;
13. Job payroll ledger;
14. General ledger, general journal, (if used) and all subsidiary ledgers and journals together with all supporting documentation pertinent to entries made in these ledgers and journals;
15. Cash disbursements journal;
16. Financial statements for all years reflecting the operations on this project;
17. Income tax returns for all years reflecting the operations on this project;
18. All documents which reflect the Contractor's actual profit and overhead during the years this Contract was being performed and for each of the five years prior to the commencement of this Contract;
19. All documents related to the preparation of the Contractor's bid including the final calculations on which the bid was based;

20. All documents which relate to each and every claim together with all documents which support the amount of damages as to each claim;

21. Worksheets used to prepare the claim establishing the cost components for items of the claim including, but not limited to, labor, benefits and insurance, materials, equipment, subcontractors, and all documents that establish which time periods and individuals were involved, and the hours and rates for such individuals.

FROM SECTION 8 (SUBLETTING, CONTRACT TIME EXTENSION, AND LIQUIDATED DAMAGES).

8-1 Subletting or Assigning of Contracts.

Do not, sell, transfer, assign or otherwise dispose of the Contract or Contracts or any portion thereof, or of the right, title, or interest therein, without written consent of the Department. If the Contractor chooses to sublet any portion of the Contract, the Contractor must provide a written request to sublet work on the Certification of Sublet Work form developed by the Department for this purpose. With the Engineer's acceptance of the request, the Contractor may sublet a portion of the work, but shall perform with its own organization work amounting to not less than 40% of the total Contract amount. The Certification of Sublet Work request will be deemed acceptable by the Department, for purposes of the Department's consent, unless the Engineer notifies the Contractor within 5 business days of receipt of the Certification of Sublet Work that the Department is not consenting to the requested subletting.

Include in the total Contract amount the cost of materials and manufactured component products, and their transportation to the project site. For the purpose of meeting this requirement the Department will not consider off-site commercial production of materials and manufactured component products that the Contractor purchases, or their transportation to the project, as subcontracted work.

If the Contractor sublets a part of a Contract item, the Department will use only the sublet proportional cost in determining the percentage of subcontracted normal work.

Execute all agreements to sublet work in writing and include all pertinent provisions and requirements of the Contract. All other agreements must be in writing and reference all applicable Contract provisions. Upon request, furnish the Department with a copy of the subcontract and agreement. The subletting of work does not relieve the Contractor or the surety of their respective liabilities under the Contract.

The Department recognizes a subcontractor only in the capacity of an employee or agent of the Contractor, and the Engineer may require the Contractor to remove the subcontractor as in the case of an employee.

ATTACHMENT S

23 CFR 635.124 (up to date as of 2/07/2023)
Participation in contract claim awards and settlements.

23 CFR 635.124

This content is from the eCFR and is authoritative but unofficial.

Title 23 - Highways

Chapter I - Federal Highway Administration, Department of Transportation

Subchapter G - Engineering and Traffic Operations

Part 635 - Construction and Maintenance

Subpart A - Contract Procedures

Source: 56 FR 37004, Aug. 2, 1991, unless otherwise noted.

Authority: Sections 1525 and 1303 of Pub. L. 112-141, Sec. 1503 of Pub. L. 109-59, 119 Stat. 1144; 23 U.S.C. 101 (note), 109, 112, 113, 114, 116, 119, 128, and 315; 31 U.S.C. 6505; 42 U.S.C. 3334, 4601 *et seq.*; Sec. 1041(a), Pub. L. 102-240, 105 Stat. 1914; 23 CFR 1.32; 49 CFR 1.85(a)(1).

Editorial Note: Nomenclature changes to part 635 appear at 67 FR 75924, Dec. 10, 2002.

§ 635.124 Participation in contract claim awards and settlements.

- (a) The eligibility for and extent of Federal-aid participation up to the Federal statutory share in a contract claim award made by a State to a Federal-aid contractor on the basis of an arbitration or mediation proceeding, administrative board determination, court judgment, negotiated settlement, or other contract claim settlement shall be determined on a case-by-case basis. Federal funds will participate to the extent that any contract adjustments made are supported, and have a basis in terms of the contract and applicable State law, as fairly construed. Further, the basis for the adjustment and contractor compensation shall be in accord with prevailing principles of public contract law.
- (b) The FHWA shall be made aware by the State DOT of the details of the claim at an early stage so that coordination of efforts can be satisfactorily accomplished. It is expected that State DOTs will diligently pursue the satisfactory resolution of claims within a reasonable period of time. Claims arising on exempt non-NHS projects should be processed in accordance with the State's approved Stewardship Plan.
- (c) When requesting Federal participation, the State DOT shall set forth in writing the legal and contractual basis for the claim, together with the cost data and other facts supporting the award or settlement. Federal-aid participation in such instances shall be supported by a State DOT audit of the actual costs incurred by the contractor unless waived by the FHWA as unwarranted. Where difficult, complex, or novel legal issues appear in the claim, such that evaluation of legal controversies is critical to consideration of the award or settlement, the State DOT shall include in its submission a legal opinion from its counsel setting forth the basis for determining the extent of the liability under local law, with a level of detail commensurate with the magnitude and complexity of the issues involved.
- (d) In those cases where the State DOT receives an adverse decision in an amount more than the State DOT was able to support prior to the decision or settles a claim in an amount more than the State DOT can support, the FHWA will participate up to the appropriate Federal matching share, to the extent that it involves a Federal-aid participating portion of the contract, provided that:
 - (1) The FHWA was consulted and concurred in the proposed course of action;
 - (2) All appropriate courses of action had been considered; and
 - (3) The State DOT pursued the case diligently and in a professional manner.
- (e) Federal funds will not participate:

23 CFR 635.124(e) (enhanced display)

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Participation in contract claim awards and settlements.

- (1) If it has been determined that State DOT employees, officers, or agents acted with gross negligence, or participated **in** intentional acts or omissions, fraud, or other acts not consistent with usual State practices in project design, plan preparation, contract administration, or other activities which gave rise to the claim;
 - (2) In such cost items as consequential or punitive damages, anticipated profit, or any award or payment of attorney's fees paid by a State to an opposing party in litigation; and
 - (3) In tort, inverse condemnation, or other claims erroneously styled as claims "under a contract."
- (f) Payment of interest associated **with** a claim **will** be eligible for participation provided that the payment to the contractor for interest is allowable by State statute or specification and the costs are not a result of delays caused by dilatory action of the State or the contractor. The interest rates must not exceed the rate provided for by the State statute or specification.
- (g) In cases where State DOTs affirmatively recover compensatory damages through contract claims, cross-claims, or counter claims from contractors, subcontractors, or their agents on projects on which there was Federal-aid participation, the Federal share of such recovery shall be equivalent to the Federal share of the project or projects involved. Such recovery shall be credited to the project or projects from which the claim or claims arose.

[56FR]004, Aug. 2, 1991, as amended at 62FR677, Feb. 14, 1997; 69FR7118, Feb. 13, 2004]

FROM SECTION 5 – CONTROL OF THE WORK (CLAIMS).

5-12 Claims by Contractor.

5-12.1 General: When the Contractor deems that extra compensation or a time extension is due beyond that agreed to by the Engineer, whether due to delay, additional work, altered work, differing site conditions, breach of Contract, or for any other cause, the Contractor shall follow the procedures set forth herein for preservation, presentation and resolution of the claim.

Submission of timely notice of intent to file a claim, preliminary time extension request, time extension request, and the certified written claim, together with full and complete claim documentation, are each a condition precedent to the Contractor bringing any circuit court, arbitration, or other formal claims resolution proceeding against the Department for the items and for the sums or time set forth in the Contractor's certified written claim. The failure to provide such notice of intent, preliminary time extension request, time extension request, certified written claim and full and complete claim documentation within the time required shall constitute a full, complete, absolute and irrevocable waiver by the Contractor of any right to additional compensation or a time extension for such claim.

5-12.2 Notice of Claim:

5-12.2.1 Claims For Extra Work: Where the Contractor deems that additional compensation or a time extension is due for work or materials not expressly provided for in the Contract or which is by written directive expressly ordered by the Engineer pursuant to 4-3, the Contractor shall submit written notification to the Engineer of the intention to make a claim for additional compensation before beginning the work on which the claim is based, and if seeking a time extension, the Contractor shall also submit a preliminary request for time extension pursuant to 8-7.3.2 within ten calendar days after commencement of a delay and a request for Contract Time extension pursuant to 8-7.3.2 within thirty calendar days after the elimination of the delay. If such written notification is not submitted and the Engineer is not afforded the opportunity for keeping strict account of actual labor, material, equipment, and time, the Contractor waives the claim for additional compensation or a time extension. Such notice by the Contractor, and the fact that the Engineer has kept account of the labor, materials and equipment, and time, shall not in any way be construed as establishing the validity of the claim or method for computing any compensation or time extension for such claim. On projects with an original Contract amount of \$3,000,000 or less within 90 calendar days after final acceptance of the project and on projects with an original Contract amount greater than \$3,000,000 within 180 calendar days after final acceptance of the project the Contractor shall submit full and complete claim documentation as described in 5-12.3 and duly certified pursuant to 5-12.9. However, for any claim or part of a claim that pertains solely to final estimate quantities disputes the Contractor shall submit full and complete claim documentation as described in 5-12.3 and duly certified pursuant to 5-12.9, as to such final estimate claim dispute issues, within 90 or 180 calendar days, respectively, of the Contractor's receipt of the Department's final estimate.

If the Contractor fails to submit a certificate of claim as described in 5-12.9, the Department will so notify the Contractor in writing. The Contractor shall have ten calendar days from receipt of the notice to resubmit the claim documentation, without change, with a certificate of claim as described in 5-12.9, without regard to whether the resubmission is within the applicable 90 or 180 calendar day deadline for submission of full and complete claim documentation. Failure by the Contractor to comply with the ten calendar day notice shall constitute a waiver of the claim.

5-12.2.2 Claims For Delay: Where the Contractor deems that additional compensation or a time extension is due on account of delay, differing site conditions, breach of Contract, or any other cause other than for work or materials not expressly provided for in the Contract (Extra Work) or which is by written directive of the Engineer expressly ordered by the Engineer pursuant to 4-3, the Contractor shall submit a written notice of intent to the Engineer within ten days after commencement of a delay to a controlling work item expressly notifying the Engineer that the Contractor intends to seek additional compensation, and if seeking a time extension, the Contractor shall also submit a preliminary request for time extension pursuant to 8-7.3.2 within ten calendar days after commencement of a delay to a controlling work item, as to such delay and providing a reasonably complete description as to the cause and nature of the delay and the possible impacts to the Contractor's work by such delay, and a request for Contract Time extension pursuant to 8-7.3.2 within thirty calendar days after the elimination of the delay. On projects with an original Contract amount of \$3,000,000 or less within 90 calendar days after final acceptance of the project and on projects with an original Contract amount greater than \$3,000,000 within 180 calendar days after final acceptance of the project the Contractor shall submit full and complete documentation as described in 5-12.3 and duly certified pursuant to 5-12.9.

If the Contractor fails to submit a certificate of claim as described in 5-12.9, the Department will so notify the Contractor in writing. The Contractor shall have ten calendar days from receipt of the notice to resubmit the claim documentation, without change, with a certificate of claim as described in 5-12.9, without regard to whether the resubmission is within the applicable 90 or 180 calendar day deadline for submission of full and complete claim documentation. Failure by the Contractor to comply with the ten calendar day notice shall constitute a waiver of the claim.

There shall be no Contractor entitlement to any monetary compensation or time extension for any delays or delay impacts, whatsoever, that are not to a controlling work item, and then as to any such delay to a controlling work item entitlement to any monetary compensation or time extension shall only be to the extent such is otherwise provided for expressly under 4-3 or 5-12, except that in the instance of delay to a non-controlling item of work the Contractor may be compensated for the direct costs of idle labor or equipment only, at the rates set forth in 4-3.2.1(1) and (3), and then only to the extent the Contractor could not reasonably mitigate such idleness.

If the Contractor provides the written notice of intent, the preliminary request for time extension, and the request for Contract Time extension in compliance with the aforementioned time and content requirements, the Contractor's claim for delay to a controlling work item will be evaluated as of the date of the elimination of the delay even if the Contractor's performance subsequently overcomes the delay. If the claim for delay has not been settled, the Contractor must also comply with 5-12.3 and 5-12.9 to preserve the claim.

5-12.3 Content of Written Claim: As a condition precedent to the Contractor being entitled to additional compensation or a time extension under the Contract, for any claim, the Contractor shall submit a certified written claim to the Department which will include for each individual claim, at a minimum, the following information:

1. A detailed factual statement of the claim providing all necessary dates, locations, and items of work affected and included in each claim;
2. The date or dates on which actions resulting in the claim occurred or conditions resulting in the claim became evident;

3. Identification of all pertinent documents and the substance of any material oral communications relating to such claim and the name of the persons making such material oral communications;

4. Identification of the provisions of the Contract which support the claim and a statement of the reasons why such provisions support the claim, or alternatively, the provisions of the Contract which allegedly have been breached and the actions constituting such breach;

5. A detailed compilation of the amount of additional compensation sought and a breakdown of the amount sought as follows:

- a. documented additional job site labor expenses;
- b. documented additional cost of materials and supplies;
- c. a list of additional equipment costs claimed, including each piece of equipment and the rental rate claimed for each;
- d. any other additional direct costs or damages and the documents in support thereof;
- e. any additional indirect costs or damages and all documentation in support thereof.

6. A detailed compilation of the specific dates and the exact number of calendar days sought for a time extension, the basis for entitlement to time for each day, all documentation of the delay, and a breakout of the number of days claimed for each identified event, circumstance or occurrence.

Further, the Contractor shall be prohibited from amending either the bases of entitlement or the amount of any compensation or time stated for any and all issues claimed in the Contractor's written claim submitted hereunder, and any circuit court, arbitration, or other formal claims resolution proceeding shall be limited solely to the bases of entitlement and the amount of any compensation or time stated for any and all issues claimed in the Contractor's written claim submitted hereunder. This shall not, however, preclude a Contractor from withdrawing or reducing any of the bases of entitlement and the amount of any compensation or time stated for any and all issues claimed in the Contractor's written claim submitted hereunder at any time.

5-12.4 Action on Claim: The Engineer will respond in writing on projects with an original Contract amount of \$3,000,000 or less within 90 calendar days of receipt of a complete claim submitted by a Contractor in compliance with 5-12.3, and on projects with an original Contract amount greater than \$3,000,000 within 120 calendar days of receipt of a complete claim submitted by a Contractor in compliance with 5-12.3. Failure by the Engineer to respond to a claim in writing within 90 or 120 days, respectively, after receipt of a complete claim submitted by the Contractor in compliance with 5-12.3 constitutes a denial of the claim by the Engineer. If the Engineer finds the claim or any part thereof to be valid, such partial or whole claim will be allowed and paid for to the extent deemed valid and any time extension granted, if applicable, as provided in the Contract. No circuit court or arbitration proceedings on any claim, or a part thereof, may be filed until after final acceptance of all Contract work by the Department or denial hereunder, whichever occurs last.

5-12.5 Pre-Settlement and Pre-Judgment Interest: Entitlement to any pre-settlement or pre-judgment interest on any claim amount determined to be valid subsequent to the Department's receipt of a certified written claim in full compliance with 5-12.3, whether determined by a settlement or a final ruling in formal proceedings, the Department shall pay to the Contractor simple interest calculated at the Prime Rate (as reported by the Wall Street

Journal as the base rate on corporate loans posted by at least 75% of the nations 30 largest banks) as of the 60th calendar day following the Department's receipt of a certified written claim in full compliance with 5-12.3, such interest to accrue beginning 60 calendar days following the Department's receipt of a certified written claim in full compliance with 5-12.3 and ending on the date of final settlement or formal ruling.

5-12.6 Compensation for Extra Work or Delay:

5-12.6.1 Compensation for Extra Work: Notwithstanding anything to the contrary contained in the Contract Documents, the Contractor shall not be entitled to any compensation beyond that provided for in 4-3.2.

5-12.6.2 Compensation for Delay: Notwithstanding anything to the contrary contained in the Contract Documents, the additional compensation set forth in 5-12.6.2.1 shall be the Contractor's sole monetary remedy for any delay other than to perform extra work caused by the Department unless the delay shall have been caused by acts constituting willful or intentional interference by the Department with the Contractor's performance of the work and then only where such acts continue after Contractor's written notice to the Department of such interference. The parties anticipate that delays may be caused by or arise from any number of events during the term of the Contract, including, but not limited to, work performed, work deleted, supplemental agreements, work orders, disruptions, differing site conditions, utility conflicts, design changes or defects, time extensions, extra work, right-of-way issues, permitting issues, actions of suppliers, subcontractors or other contractors, actions by third parties, suspensions of work by the Engineer shop drawing approval process delays, expansion of the physical limits of the project to make it functional, weather, weekends, holidays, special events, suspension of Contract Time, or other events, forces or factors sometimes experienced in construction work. Such delays or events and their potential impacts on the performance by the Contractor are specifically contemplated and acknowledged by the parties in entering into this Contract, and shall not be deemed to constitute willful or intentional interference with the Contractor's performance of the work without clear and convincing proof that they were the result of a deliberate act, without reasonable and good-faith basis, and specifically intended to disrupt the Contractor's performance.

5-12.6.2.1 Compensation for Direct Costs, Indirect Costs, Expenses, and Profit thereon, of or from Delay: For any delay claim, the Contractor shall be entitled to monetary compensation for the actual idle labor (including supervisory personnel) and equipment, and indirect costs, expenses, and profit thereon, as provided for in 4-3.2.1(4) and solely for costs incurred beyond what reasonable mitigation thereof the Contractor could have undertaken.

5-12.7 Mandatory Claim Records: After submitting to the Engineer a notice of intent to file a claim for extra work or delay, the Contractor must keep daily records of all labor, material and equipment costs incurred for operations affected by the extra work or delay. These daily records must identify each operation affected by the extra work or delay and the specific locations where work is affected by the extra work or delay, as nearly as possible. The Engineer may also keep records of all labor, material and equipment used on the operations affected by the extra work or delay. The Contractor shall, once a notice of intent to claim has been timely filed, and not less than weekly thereafter as long as appropriate, submit the Contractor's daily records to the Engineer and be likewise entitled to receive the Department's daily records. The daily records to be submitted hereunder shall be done at no cost to the recipient.

5-12.8 Claims For Acceleration: The Department shall have no liability for any constructive acceleration of the work, nor shall the Contractor have any right to make any claim for constructive acceleration nor include the same as an element of any claim the Contractor may otherwise submit under this Contract. If the Engineer gives express written direction for the Contractor to accelerate its efforts, such written direction will set forth the prices and other pertinent information and will be reduced to a written Contract Document promptly. No payment will be made on a Supplemental Agreement for acceleration prior to the Department's approval of the documents.

5-12.9 Certificate of Claim: When submitting any claim, the Contractor shall certify under oath and in writing, in accordance with the formalities required by Florida law, that the claim is made in good faith, that the supportive data are accurate and complete to the Contractor's best knowledge and belief, and that the amount of the claim accurately reflects what the Contractor in good faith believes to be the Department's liability. Such certification must be made by an officer or director of the Contractor with the authority to bind the Contractor.

5-12.10 Non-Recoverable Items: The parties agree that for any claim the Department will not have liability for the following items of damages or expense:

1. Loss of profit, incentives or bonuses;
2. Any claim for other than extra work or delay;
3. Consequential damages, including, but not limited to, loss of bonding capacity, loss of bidding opportunities, loss of credit standing, cost of financing, interest paid, loss of other work or insolvency;
4. Acceleration costs and expenses, except where the Department has expressly and specifically directed the Contractor in writing "to accelerate at the Department's expense"; nor
5. Attorney fees, claims preparation expenses and costs of litigation.

5-12.11 Exclusive Remedies: Notwithstanding any other provision of this Contract, the parties agree that the Department shall have no liability to the Contractor for expenses, costs, or items of damages other than those which are specifically identified as payable under 5-12. In the event any legal action for additional compensation, whether on account of delay, acceleration, breach of contract, or otherwise, the Contractor agrees that the Department's liability will be limited to those items which are specifically identified as payable in 5-12.

5-12.12 Settlement Discussions: The content of any discussions or meetings held between the Department and the Contractor to settle or resolve any claims submitted by the Contractor against the Department shall be inadmissible in any legal, equitable, arbitration or administrative proceedings brought by the Contractor against the Department for payment of such claim. Dispute Resolution Board, State Arbitration Board and Claim Review Committee proceedings are not settlement discussions, for purposes of this provision.

5-12.13 Personal Liability of Public Officials: In carrying out any of the provisions of the Contract or in exercising any power or authority granted to the Secretary of Transportation, Engineer or any of their respective employees or agents, there shall be no liability on behalf of any employee, officer or official of the Department for which such individual is responsible, either personally or as officials or representatives of the Department. It is understood that in all such matters such individuals act solely as agents and representatives of the Department.

5-12.14 Auditing of Claims: All claims filed against the Department shall be subject to audit at any time following the filing of the claim, whether or not such claim is part of a suit pending in the Courts of this State. The audit may be performed, at the Department's sole

discretion, by employees of the Department or by any independent auditor appointed by the Department, or both. The audit may begin after ten days written notice to the Contractor, subcontractor, or supplier. The Contractor, subcontractor, or supplier shall make a good faith effort to cooperate with the auditors. As a condition precedent to recovery on any claim, the Contractor, subcontractor, or supplier must retain sufficient records, and provide full and reasonable access to such records, to allow the Department's auditors to verify the claim and failure to retain sufficient records of the claim or failure to provide full and reasonable access to such records shall constitute a waiver of that portion of such claim that cannot be verified and shall bar recovery thereunder. Further, and in addition to such audit access, upon the Contractor submitting a written claim, the Department shall have the right to request and receive, and the Contractor shall have the affirmative obligation to submit to the Department any and all documents in the possession of the Contractor or its subcontractors, materialmen or suppliers as may be deemed relevant by the Department in its review of the basis, validity or value of the Contractor's claim.

Without limiting the generality of the foregoing, the Contractor shall upon written request of the Department make available to the Department's auditors, or upon the Department's written request, submit at the Department's expense, any or all of the following documents:

1. Daily time sheets and foreman's daily reports and diaries;
2. Insurance, welfare and benefits records;
3. Payroll register;
4. Earnings records;
5. Payroll tax return;
6. Material invoices, purchase orders, and all material and supply acquisition contracts;
7. Material cost distribution worksheet;
8. Equipment records (list of company owned, rented or other equipment used);
9. Vendor rental agreements and subcontractor invoices;
10. Subcontractor payment certificates;
11. Canceled checks for the project, including, payroll and vendors;
12. Job cost report;
13. Job payroll ledger;
14. General ledger, general journal, (if used) and all subsidiary ledgers and journals together with all supporting documentation pertinent to entries made in these ledgers and journals;
15. Cash disbursements journal;
16. Financial statements for all years reflecting the operations on this project;
17. Income tax returns for all years reflecting the operations on this project;
18. All documents which reflect the Contractor's actual profit and overhead during the years this Contract was being performed and for each of the five years prior to the commencement of this Contract;
19. All documents related to the preparation of the Contractor's bid including the final calculations on which the bid was based;

20. All documents which relate to each and every claim together with all documents which support the amount of damages as to each claim;

21. Worksheets used to prepare the claim establishing the cost components for items of the claim including, but not limited to, labor, benefits and insurance, materials, equipment, subcontractors, and all documents that establish which time periods and individuals were involved, and the hours and rates for such individuals.

TOWN OF CUTLER BAY
SECTION 17

APPENDIX A

Project Survey (Date of Field Survey: March 2, 2023)

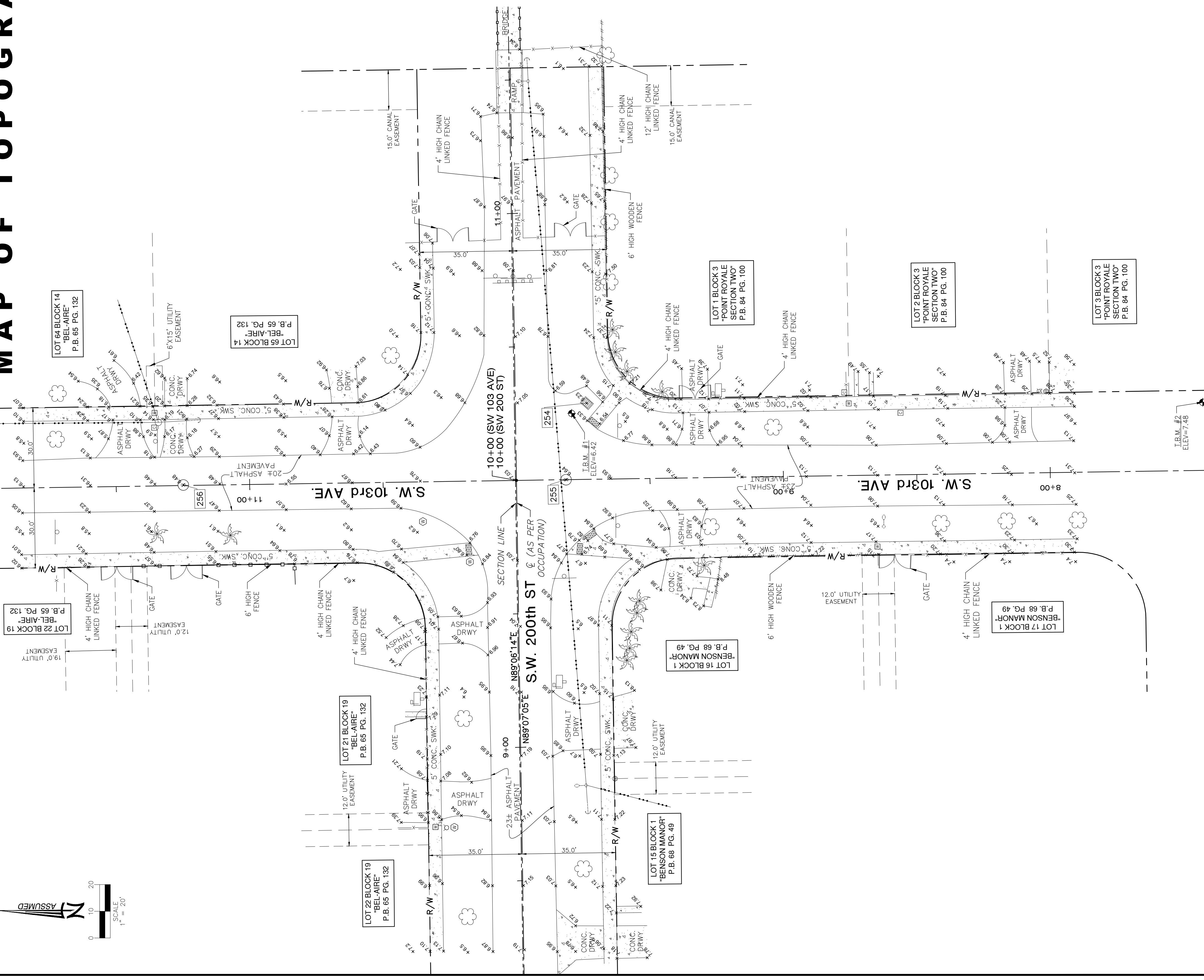
Completed By: HADONNE, CORP.

1985 NW 88TH COURT

Suite 101

Doral, Florida 33172

MAP OF TOPOGRAPHIC SURVEY



LEGEND

SYMBOL	DESCRIPTION
●	FOUND IRON REBAR
○	FOUND IRON PIPE WITH CAP
□	PROPERTY LINE
R/W	RIGHT-OF-WAY
CONC.	CONCRETE BLOCK STUCCO
N.G.V.D.	NATIONAL GEODETIC VERTICAL DATUM
PB	PLAT BOOK
PG	PAGE
F.N.D.	FOUND NAIL & DISK
→	NUMBER OF PARKING SPACES
S.I.P.	SET IRON PIPE
C.O.P.	COP OF PIPE
S.W.K.	SEWER WORK BEGINNING
N.S.L.	NAIL SIGN
T.B.M.	TEMPORARY BENCH MARK
F.F.E.	FINISH FLOOR ELEVATION
S.I.R.	SET IRON REBAR
F.D.L.	FOUND DRILL HOLE
F.I.P.	FOUND IRON PIPE
F.L.S.	FOUND IRON REBAR
⊗	EXISTING ELEVATION
⊙	TREE
⊛	IRIGATION CONTROL VALVE
T.I.	TREE NUMBER
U.S.N.	UTILITY STRUCTURE NUMBER
C.B.	CATCH BASIN
E.U.B.	ELECTRIC UTILITY BOX
W.V.	WATER VALVE
S.S.C.	SANITARY SEWER CLEAN OUT
S.S.V.	SANITARY SEWER VALVE
M.U.	MANHOLE UNKNOWN
M.H.	MANHOLE
D.M.	DRAINAGE MANHOLE

NO.	STRUCTURE	RIM	DIRECTION	INVERT	DESCRIPTION
255	MHS (3x3)	6.64	SOUTH	2.34	CLAY 8"
			WEST	2.41	CLAY 8"
254	CB (2x1.5)	6.23			CLOSED
256	MHS (4x4)	6.48	NORTH	2.33	CLAY 8"
			BOITOM	2.48	

SURVEYOR'S NOTES:

SECTION 1) DATE OF FIELD SURVEY:

1. The date of completion of the field work of the Topographic Survey was on March 02, 2023.

SECTION 2) GENERAL SITE DESCRIPTION:

Topographic Survey at the intersection of S.W. 200th Street and S.W. 103rd Avenue and along a portion S.W. 200th Street and S.W. 103rd Avenue.

SECTION 3) ACCURACY:

The accuracy obtained by field measurement methods and office calculations of closed geometric figures meets and exceeds the Standards of Practice requirement for this Type of Survey as defined in Rule 5J-17.051, Florida Administrative Code.

Elevations of well identified features as depicted on the Survey Map were measured to an estimated vertical position accuracy of 1/100 of a foot on hard surfaces and 1/10 of a foot on ground surfaces.

Well identified features as depicted on the Survey Map were measured to an estimated horizontal position accuracy of 1/10 of a foot.

This Map of Survey is intended to be displayed at a scale of (1"=20') or smaller.

SECTION 4) SOURCES OF DATA:

North arrow direction is based on an assumed Meridian.

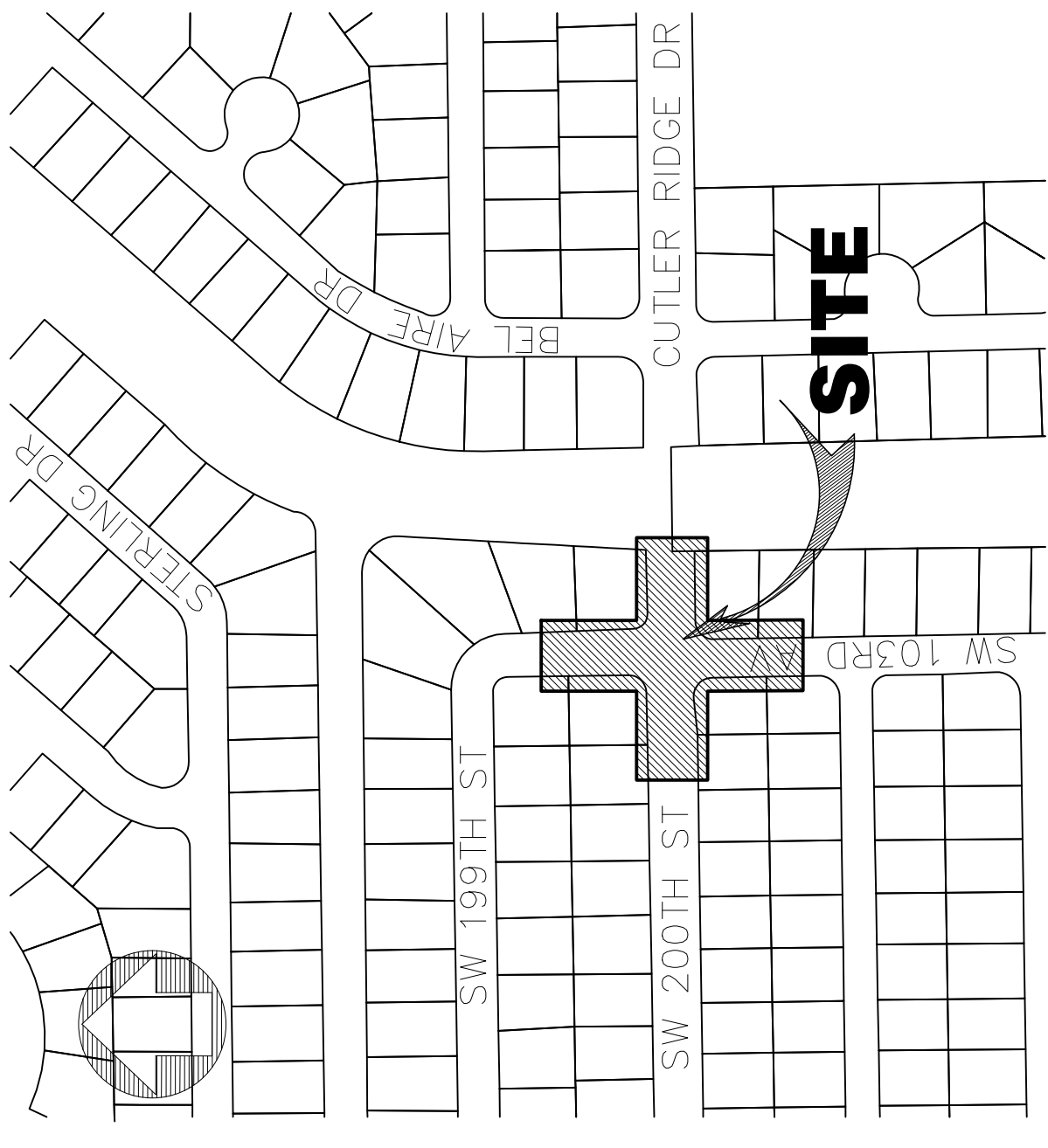
Plats as recorded in the Public Records of Miami-Dade County, Florida:

PLAT BOOK	PAGE	PLAT NAME
65	132	BEL AIRE SECTION 2
68	49	BENSON MANOR
84	100	POINT ROYALE SECTION 2

Bearings as shown hereon are based upon the North line of Section 8, Township 56, Range 40, with an assumed bearing of N89°06'14"E, said line to be considered a well established and monumented line.

This property is to be located in Flood Zone "AH" (Elevation 8 feet), as per Federal Emergency Management Agency (FEMA) Community Number 120650 (Town of Cutler Bay), Map Panel No. 12086C0603, Suffix 1, Map Revised Date: September 11, 2009.

SECTION 5 - TOWNSHIP 56 SOUTH - RANGE 40 EAST
SECTION 8 - TOWNSHIP 56 SOUTH - RANGE 40 EAST



LOCATION MAP
NOT TO SCALE

Legal Description was furnished by client.

Elevations as shown hereon are based on the National Geodetic Vertical Datum of 1929, as per Miami-Dade County's Benchmark Number 0-752, Elevation 10.10 feet.

SECTION 5) LIMITATIONS:

Since no other information were furnished other than that is cited in the Sources of Data, the Client is hereby advised that there may be legal restrictions on the Subject Property that are not shown on the Survey Map that may be found in the Public Records of Miami-Dade County.

The Surveyor makes no representation as to ownership or possession of the Subject Property by any entity or individual that may appear in the public records of this County.

No excavation or determination was made as to how the Subject Property is served by utilities.

No improvements were located, other than those shown. No underground foundations, improvements and/or utilities were located or shown hereon.

SECTION 6) CLIENT INFORMATION:

This Topographic Survey was prepared at the request of and certified to:

SRS Engineering Inc.

SECTION 7) SURVEYOR'S CERTIFICATE:

I hereby certify that this "Topographic Survey" and the Survey Map resulting therefrom was performed under my direction and is true and correct to the best of my knowledge and belief and further, that said "Topographic Survey" meets the intent of the applicable provisions of the "Standards of Practice for Land Surveying in the State of Florida", pursuant to Rule 5J-17.051 through 5J-17.052 of the Florida Administrative Code and its implementing law, Chapter 472.027 of the Florida Statutes.

HADONNE CORP., a Florida Corporation
Florida Certificate of Authorization Number LB7097

By: **Raul Izquierdo, FSM**
For the Firm
Registered Surveyor and Mapper L56099
State of Florida

NOTICE: Not valid without the original signature and seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to Survey Maps by other than the signing party are prohibited without the written consent of the signing party.

TOWN OF CUTLER BAY
SECTION 18

APPENDIX B

- Project Plans
- Completed by SRS Engineering, Inc.



COMMUNITY OFFICIALS

TIM MEERBOTT, MAYOR
 MICHAEL P. CALLAHAN, VICE MAYOR
 ROBERT "B.J." DUNCAN, COUNCIL MEMBER SEAT 1
 SUZY LORD, COUNCIL MEMBER SEAT 2
 RICHARD RAMIREZ, COUNCIL MEMBER SEAT 3

INDEX OF SHEETS

<u>SHEET No.</u>	<u>SHEET DESCRIPTION</u>
00	COVER SHEET
C-1	CIVIL COVER SHEET
C-2.0 TO C-2.1	GENERAL NOTES
C-2.2	LEGEND AND ABBREVIATIONS
C-3.0	PAY ITEM NOTES
C-3.1	SUMMARY OF QUANTITIES
C-4.0 TO C-4.2	TYPICAL SECTION
C-5	ROADWAY PLAN
C-6	TRAFFIC CIRCLE MEDIANS DETAILS
C-7.0	SW 103rd AVE. - GRADING AND DRAINAGE PLAN AND PROFILE
C-7.1	SW 200th ST. - GRADING AND DRAINAGE PLAN AND PROFILE
C-8	DRAINAGE PROFILE
C-9	DRAINAGE CROSS SECTION
C-10.0 TO C-10.2	CROSS SECTIONS
C-11.0 TO C-11.3	MISCELLANEOUS DETAILS
C-12.0	STORMWATER POLLUTION PREVENTION NOTES & DETAILS
C-12.1	STORMWATER POLLUTION PREVENTION PLAN
C-13	PAVEMENT MARKING AND SIGNAGE PLANS
L-0	LANDSCAPE COVER SHEET
L-1	TREE DEPOSITION PLAN
L-2	TREE LIST, NOTES & DETAILS
L-3	PLANTING PLAN
L-4	PLANTING PLAN
L-5	PLANTING NOTES & DETAILS
1	SURVEY

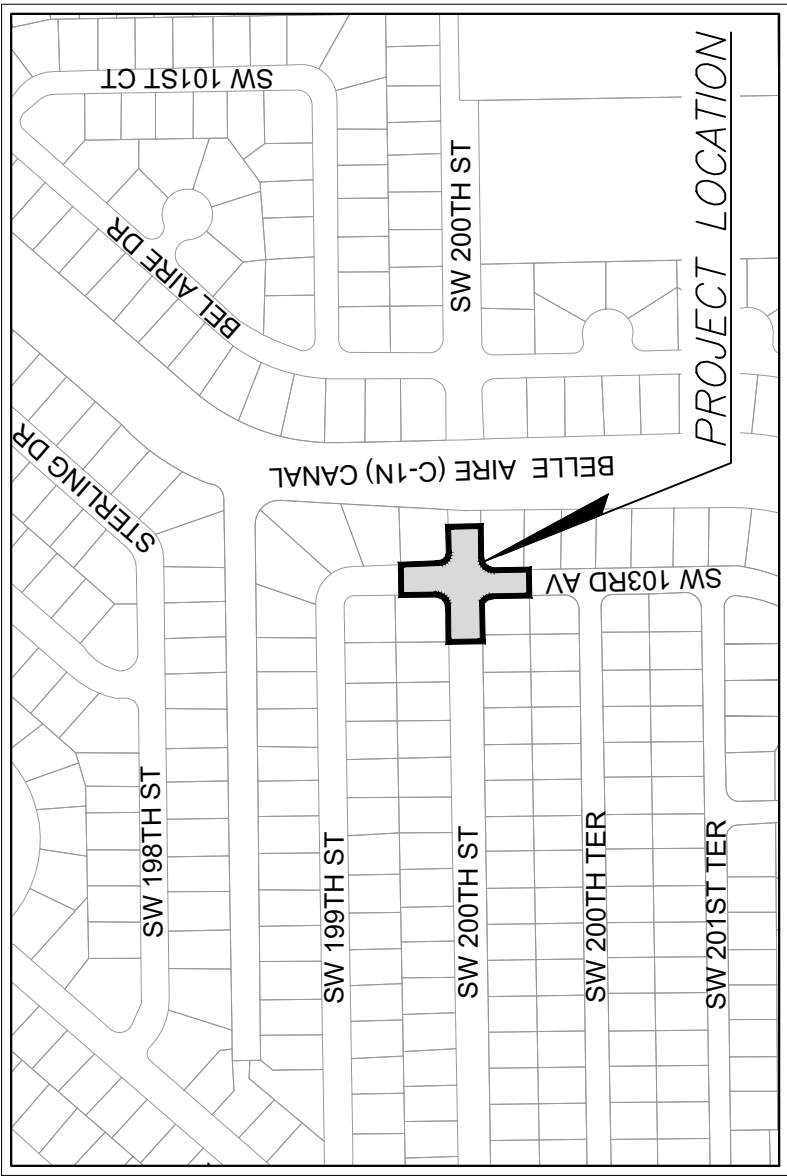
TOWN OF CUTLER BAY

TRAFFIC CIRCLE

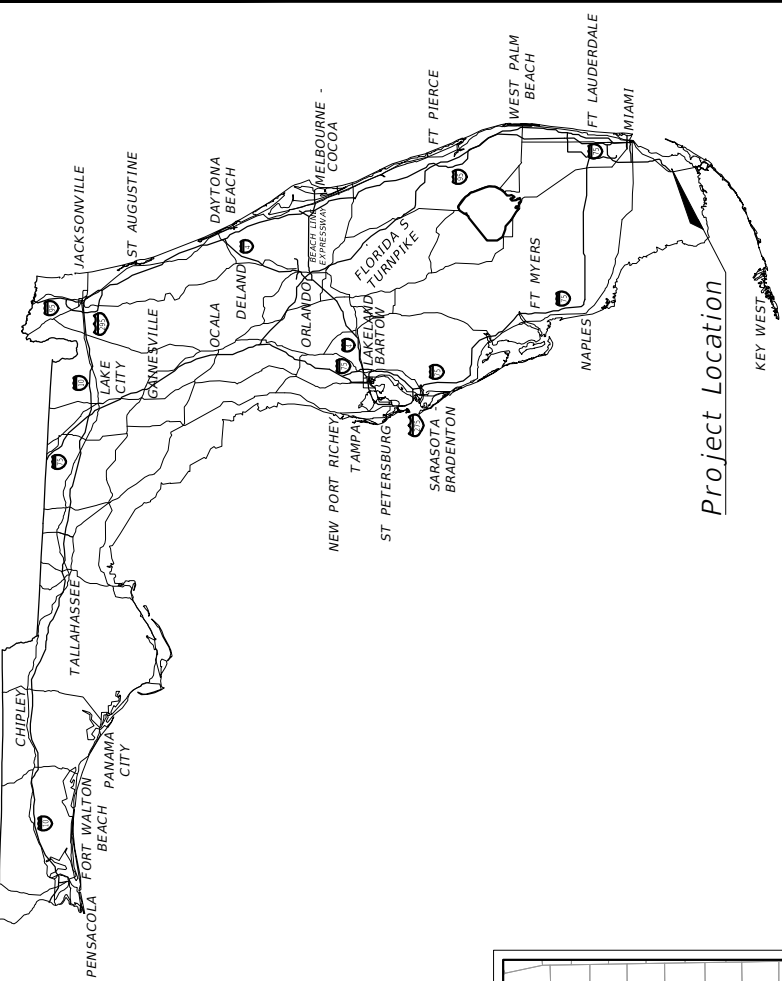
AT

SW 200th STREET AND SW 103rd AVENUE

FDOT FM: 451659-1-58-01



SECTION 3 - TOWNSHIP 56 SOUTH - RANGE 40 EAST
LOCATION MAP
 SCALE : N.T.S.



100% SUBMITTAL

PREPARED BY:

REVISIONS - SUBMITTALS			
REV.	DATE	BY	DESCRIPTION
			COVER SHEET
	DATE: 10/24/2023	SHEET:	00



COMMUNITY OFFICIALS

TIM MEERBOTT, MAYOR
 MICHAEL P. CALLAHAN, VICE MAYOR
 ROBERT "B.J." DUNCAN, COUNCIL MEMBER SEAT 1
 SUZY LORD, COUNCIL MEMBER SEAT 2
 RICHARD RAMIREZ, COUNCIL MEMBER SEAT 3

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C-10.0 TO C-10.2	CROSS SECTIONS
C-11.0 TO C-11.3	MISCELLANEOUS DETAILS
C-12.0	STORMWATER POLLUTION PREVENTION NOTES & DETAILS
C-12.1	STORMWATER POLLUTION PREVENTION PLAN
C-13	PAVEMENT MARKING AND SIGNAGE PLANS

NOTES:

- THE SCALE OF THESE PLANS MAY HAVE CHANGED DUE TO REPRODUCTION.
 - ALL WORK SHALL BE PERFORMED WITHIN THE LIMITS OF EXISTING STATE / LOCAL RIGHT OF WAY, AND ALL IMPROVEMENTS SHALL BE CONSTRUCTED AND INSTALL WITHIN SAID LIMITS
 - ALL ELEVATIONS REFER TO THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD-29)
- GOVERNING STANDARDS AND SPECIFICATIONS:
- MIAMI DADE COUNTY DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS ENGINEERING STANDARDS FOR DESIGN AND CONSTRUCTION.
 - FLORIDA DEPARTMENT OF TRANSPORTATION, STANDARDS PLANS FY 2023-24, AND STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION DATED JULY 06-21-2023 (LAST UPDATED), MANUAL OF UNIFORM CONTROL DEVICE FOR STREETS AND HIGHWAYS, 2009 MUTCD WITH REVISIONS 1, 2, AND 3, JULY 2022, AS AMENDED BY CONTRACT DOCUMENTS.

TOWN OF CUTLER BAY

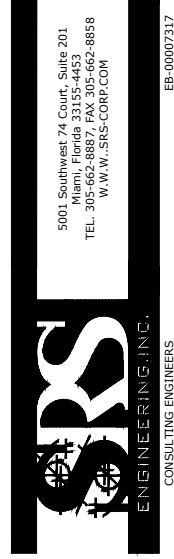
TRAFFIC CIRCLE AT SW 200th STREET AND SW 103rd AVENUE

CIVIL PLANS

ENGINEER'S CERTIFICATION:

• THIS PLAN WAS PREPARED UNDER MY DIRECTION AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, COMPLIES WITH THE INTENT OF THE MANUAL OF UNIFORM STANDARDS FOR DESIGN, CONSTRUCTION AND MAINTENANCE OF STREETS AND HIGHWAYS AS ADOPTED BY THE STATE OF FLORIDA LEGISLATURE

IGNACIO SERRALTA, P.E. No. 45609



<u>REVISIONS-SUBMITTALS</u>			
<u>REV.</u>	<u>DATE</u>	<u>BY</u>	<u>DESCRIPTION</u>
			COVER SHEET
DATE: 10/24/2023		SHEET: C-1	

GENERAL NOTES:

- 1 EXISTING TOPOGRAPHIC AND TREE LOCATION INFORMATION HAS BEEN OBTAINED FROM THE SURVEY PREPARED BY: HADONNE LAND SURVEYORS AND MAPPERS ON 03/02/2023.
- 2 ALL ELEVATIONS REFER TO THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD-29).
- 3 FLOOD CRITERIA ELEVATION IS 8.56 FEET BASED ON MIAMI DADE COUNTY FLOOD CRITERIA MAPS. OCTOBER WATER LEVEL 3.20
- 4 IN ACCORDANCE WITH THE MIAMI DADE COUNTY "PRELIMINARY FLOOD ZONES", THIS PROJECT IS LOCATED IN FLOOD ZONE "AE" ELEVATION 10.56
<https://mdc.maps.arcgis.com/apps/webappviewer/index.html?id=5353f6867cf84g99c06c664f3195c>
- 5 ALL PUBLIC LAND CORNERS AND MONUMENTS WITHIN THE LIMITS OF CONSTRUCTION ARE TO BE PROTECTED BY THE CONTRACTOR AS FOLLOWS: CORNERS AND MONUMENTS IN CONFLICT WITH THE WORK AND IN DANGER OF BEING DAMAGED, DESTROYED OR COVERED HAVE TO BE PROPERLY REFERENCED BY A PROFESSIONAL LAND SURVEYOR IN ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS OF THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS PRIOR TO BEGINNING WORK AT THAT SITE. THE CONTRACTOR SHALL RETAIN THE LAND SURVEYOR OF REFERENCE, AND RESTORE UPON COMPLETION OF THE WORK, ALL SUCH CORNERS AND MONUMENTS AND SHALL FURNISH TO THE ENGINEER A SIGNED AND SEALED COPY OF THE LAND SURVEYOR'S REFERENCE DRAWING.
- 6 ALL BENCH MARK MONUMENTS WITHIN THE LIMITS OF CONSTRUCTION SHALL BE PROTECTED AND REFERENCED BY THE CONTRACTOR IN THE SAME WAY AS PUBLIC LAND CORNERS EXCEPT THAT THE LAND SURVEYOR SHALL NOT BE REQUIRED TO RESTORE THE BENCH MARK UPON COMPLETION OF THE WORK. THE CONTRACTOR SHALL PROMPTLY TRANSMIT ALL DISPLACED OR DAMAGED N.G.V.D. DISCS TO THE ENGINEER, WHO WILL NOTIFY THE GEODETIC INFORMATION CENTER.
- 7 ALL CONSTRUCTION ASSOCIATED WITH THIS PROJECT SHALL BE IN ACCORDANCE WITH APPLICABLE CODES & AUTHORITIES HAVING JURISDICTION, INCLUDING BUT NOT LIMITED TO THE TOWN OF CUTLER BAY PUBLIC WORKS DEPARTMENT, MIAMI-DADE DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS DEPARTMENT STANDARDS, THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT), MIAMI-DADE COUNTY'S REGULATORY AND ECONOMIC RESOURCES (RER). ANY DISCREPANCY MUST BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE TOWN OF CUTLER BAY AND ENGINEER OF RECORD (EOR).
- 8 CONTRACTOR WILL SECURE AND PAY ALL PERMIT FEES FOR THE WORK NECESSARY TO COMPLETE THIS PROJECT. CONTRACTOR SHALL COORDINATE EFFORTS WITHIN THE CITY'S PUBLIC WORKS DEPARTMENT.
- 9 CONTRACTOR SHALL USE A STREET SWEEPER (USING WATER OR OTHER EQUIPMENT) FOR CONTROLLING AND REMOVING DUST. APPROVAL OF THE USE OF SUCH EQUIPMENT IS CONTINGENT UPON ITS DEMONSTRATED ABILITY TO DO THE WORK. CLEANING AND SWEEPING IS TO BE INCLUDED IN CONTRACTOR'S M.O.T. OR TRAFFIC PAY ITEM AND SHALL BE DONE ON A DAILY BASIS (MIN).
- 10 PERMANENT TURNOUTS AND DRIVEWAYS CONNECTIONS TO PRIVATE PROPERTY THAT LIE OUTSIDE THE LIMITS OF RIGHT-OF-WAY AND WHERE ACCESS RIGHTS HAVE NOT BEEN ACQUIRED SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE TURNOUT DETAILS AND STANDARD SPECIFICATIONS FOR THESE PLANS. THE CONTRACTOR SHALL NOT ISOLATE ADJACENT AND/OR THE REMAINDER OF THE PROPERTY UNLESS ACCESS RIGHTS ARE ACQUIRED. ACCESS SHALL BE PROVIDED TO SUCH PROPERTY WHENEVER CONSTRUCTION INTERFERES WITH THE EXISTING MEANS OF ACCESS.
- 11 48 HOURS PRIOR TO DIGGING CONTRACTOR SHALL COORDINATE WITH ALL UNDERGROUND UTILITY SERVICE COMPANIES TO VERIFY LOCATION OF ALL UNDERGROUND UTILITIES, ADDITIONALLY, CONTRACTOR SHALL CONTACT SUNSHINE STATE ONE CALL OF FLORIDA, INC. (811) TO ASSURE THAT ALL UTILITIES HAVE BEEN IDENTIFIED.
- 12 CONTRACTOR SHALL VERIFY, PHOTOGRAPH AND INVENTORY THE EXACT LOCATION OF ALL EXISTING TREES, STRUCTURES, PAVEMENT OR OTHER FEATURES. ANY EXISTING STRUCTURE, PAVEMENT, TREE OR OTHER EXISTING FEATURE THAT IS IN CONFLICT OR DAMAGED, EXPOSED OR IN ANY WAY DISTURBED BY CONSTRUCTION PERFORMED UNDER THE CONTRACT AND PROVIDE COPIES TO THE TOWN OF CUTLER BAY AND THE ENGINEER. THEY SHALL BE RESTORED PROMPTLY TO ITS ORIGINAL CONDITION AT NO ADDITIONAL COST TO THE PROJECT.
- 13 THE LOCATION AND SIZE OF THE UTILITIES SHOWN IN THE PLANS ARE APPROXIMATE ONLY. THE EXACT LOCATION SHALL BE DETERMINED BY THE CONTRACTOR DURING CONSTRUCTION. ADDITIONAL UTILITIES MAY EXIST WHICH ARE NOT SHOWN ON PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL EXISTING UTILITIES. THE CONTRACTOR SHALL VERIFY ALL UTILITIES BY ELECTRONIC METHODS AND BY HAND EXCAVATION IN COORDINATION WITH ALL UTILITY COMPANIES, PRIOR TO BEGINNING ANY CONSTRUCTION OPERATION, ANY AND ALL CONFLICTS OF EXISTING UTILITIES WITH PROPOSED IMPROVEMENTS MUST BE RESOLVED BY THE ARCHITECT/ENGINEER AND THE OWNER. THIS WORK BY THE CONTRACTOR SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT AND NO ADDITIONAL COMPENSATION SHALL BE ALLOWED.
- 14 THE CONTRACTOR SHALL NOTIFY THE CITY IN WRITING AT LEAST 48 HOURS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.
- 15 UNDERGROUND UTILITY INFORMATION SHOWN HEREON WAS TAKEN FROM "AS-BUILT" DATA PROVIDED BY THE VARIOUS UTILITY COMPANIES AND SUPPLEMENTED BY FIELD MEASUREMENTS WHEN OBTAINABLE.

- 16 CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING A PROPER STAGING AREA APPROVED BY THE TOWN OF CUTLER BAY. STOCKPILING OF MATERIAL IN ROADWAY IS NOT ALLOWED.
- 17 UTILITIES NEEDED TO BE ADJUSTED WILL BE ADJUSTED BY OTHERS. CONTRACTOR WILL BE RESPONSIBLE FOR SCHEDULING THESE ADJUSTMENTS WITH THE UTILITY COMPANY.
- 18 THE CONTRACTOR SHALL REQUEST THE LOCATION OF ANY WATER, SEWER OR GAS LATERALS NOT SHOWN IN THE PLANS SERVICING PROPERTIES ADJACENT TO THE PROJECT BEFORE EXCAVATING. THE ADDITIONAL COST OF EXCAVATING AROUND THE LATERALS SERVICING SAID PROPERTIES SHALL BE INCLUDED IN HIS BID.
- 19 THE CONTRACTOR IS TO USE CAUTION WHEN WORKING, ESPECIALLY IN OR AROUND AREAS OF OVERHEAD TRANSMISSION LINES AND UNDERGROUND UTILITIES.
- 20 ANY WATER AND SEWER LINES TO BE ADJUSTED SHALL BE APPROVED BY THE MIAMI-DADE DEPARTMENT OF WATER AND SEWER. THE CONTRACTOR SHALL NOTIFY THE TOWN OF CUTLER BAY FOR ANY CONFLICTS DURING CONSTRUCTION FOR ANY IMPROVEMENTS SHOWN ON THE DRAWINGS
- 21 ALL EXISTING ROCK BASE MATERIAL WHICH IS REMOVED IS TO BE INCORPORATED IN THE STABILIZED PORTION OF THE SUBGRADE, AS DIRECTED BY THE ENGINEER.
- 22 NONE OF THE EXISTING ROCK BASE THAT IS REMOVED IS TO BE INCORPORATED INTO THE PROPOSED LIMEROCK BASE
- 23 ALL DISPOSAL OF EXCESS AND UNSUITABLE EXCAVATED MATERIAL, DEMOLITION, VEGETATION, RUBBISH AND DEBRIS SHALL BE MADE OUTSIDE THE LIMITS OF CONSTRUCTION AT A LEGAL DISPOSAL SITE PROVIDED BY THE CONTRACTOR AT HIS/HER OWN EXPENSE, WITH THE PRIOR APPROVAL OF THE ENGINEER. MATERIAL CLEARED FROM THE SITE SHALL NOT BE DEPOSITED ON ADJACENT AND/OR NEARBY PROPERTY.
- 24 ALL EXCESS MATERIALS AS DESIGNATED BY THE ENGINEER ARE TO BE DISPOSED OF BY THE CONTRACTOR IN AREAS PROVIDED BY HIM AND AT THE CONTRACTOR'S EXPENSE.
- 25 ALL DRAINAGE CONSTRUCTION SHALL BE IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF TOWN OF CUTLER BAY AND MIAMI-DADE COUNTY DEPARTMENT OF REGULATORY AND ECONOMIC RESOURCES (RER).
- 26 CONTRACTOR TO PROTECT EXISTING INLETS AND DRAINAGE COMPONENTS, ADJACENT TO CONSTRUCTION, THAT MAY BE SILTED OR EXPOSED TO DEBRIS, DURING CONSTRUCTION. INLETS AND OTHER DRAINAGE COMPONENTS THAT ARE SILTED OR FULL OF DEBRIS AFTER CONSTRUCTION TO BE DESILTED/CLEANED BY CONTRACTOR PRIOR TO FINAL INSPECTION AND ACCEPTANCE.
- 27 ALL GRASS AREAS AFFECTED BY CONSTRUCTION SHALL BE RESODDED.
- 28 ALL UNSUITABLE MATERIAL UNDER THE PAVEMENT SHALL BE REMOVED AND REPLACED WITH ACCEPTABLE MATERIALS BEFORE PROCEEDING WITH CONSTRUCTION.
- 29 ALL MUCK AND ORGANIC MATERIALS FOUND WITHIN THE CONSTRUCTION AREA SHALL BE REMOVED AND REPLACED WITH CLEAN FILL MATERIAL IN 6 INCH LIFTS COMPACTED TO NOT LESS THAN 95% MAXIMUM DENSITY AT OPTIMUM MOISTURE IN ACCORDANCE WITH AASHTO T-180.
- 30 THE CONTRACTOR SHOULD TAKE SPECIAL NOTE OF THE SOIL CONDITIONS THROUGHOUT THIS PROJECT. ANY SPECIAL SHORING, SHEETING OR OTHER PROCEDURES NECESSARY TO PROTECT ADJACENT PROPERTY, EITHER PUBLIC OR PRIVATE, DURING EXCAVATION OF SUBSOIL MATERIAL AND EXFILTRATION TRENCH OR DURING THE FILING OF ANY AREA, OR FOR ANY OPERATION DURING CONSTRUCTION SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR. THE ONLY EXCEPTION WILL BE THE PROTECTION OF UTILITIES. ALL UTILITIES SHALL BE MAINTAINED BY THE OWNER OF THE UTILITY.
- 31 ANY PUBLIC OR PRIVATE PROPERTY DAMAGED BY CONTRACTOR AT ANY TIME DURING CONSTRUCTION SHALL BE REPLACED OR REPAIRED TO ORIGINAL CONDITION, AT NO EXPENSE TO THE OWNER OR THE TOWN OF CUTLER BAY.
- 32 EXISTING CHAIN LINK FENCE, CONCRETE WALL AND METAL FENCE WITHIN THE LIMITS OF CONSTRUCTION SHALL BE PROTECTED UNLESS OTHERWISE INDICATED.
- 33 CONTRACTOR SHALL ADJUST ALL EXISTING VALVES BOXES, CATCH BASINS GRATES, MANHOLES COVERS, ETC. TO MEET NEW GRADES WHERE APPLICABLE.
- 34 ALL VALVES, A.R.V.'S, AND MANHOLES TO BE RAISED AND ADJUSTED TO PROPOSED ROADWAY ELEVATION.
- 35 SODDING TO BE USED AT LOCATIONS WHERE EXISTING LAWNS ARE DISTURBED OR AS DIRECTED BY THE ENGINEER.
- 36 RADII ON CURB RETURNS ARE TO THE EDGE OF PAVEMENT UNLESS OTHERWISE NOTED.

- 37 PROVIDE A SMOOTH TRANSITION WHERE NEW PAVEMENT, SIDEWALK, OR CURB MEETS EXISTING GRASS AREAS.
- 38 PRIOR TO REMOVAL AND/OR RELOCATION OF EXISTING TREES, IF REQUIRED, THE CONTRACTOR MUST OBTAIN APPROVAL FROM THE TOWN OF CUTLER BAY AS WELL AS D.E.R.M. OTHERWISE CONTRACTOR SHALL PROTECT EXISTING TREES WHERE APPLICABLE WITHIN THE LIMITS OF CONSTRUCTION
- 39 WHERE NEW PAVEMENT MEETS EXISTING CONNECTION SHALL BE MADE IN A NEAT STRAIGHT LINE AND FLUSH WITH EXISTING PAVEMENT. SAW CUT AT EXISTING PAVEMENT JOINT MATCHING TO NEW PAVEMENT.
- 40 NO STAGING OR OTHER ACTIVITIES FOR THIS PROJECT WILL BE ALLOWED WITHIN OR ADJACENT TO THE BELLE AIRE (C-1N) CANAL.
- 41 ANY DISCREPANCY FOUND BETWEEN THE PLANS AND THE QUANTITIES SHEET MUST BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE MUNICIPALITY/COUNTY AND ENGINEER OF RECORD (EOR). AN R.F.I. MUST BE PROVIDED AND SHOULD OUTLINE THE SPECIFIC ISSUE OR DISCREPANCY, PROVIDE SUPPORTING DOCUMENTATION OR EVIDENCE, AND SEEK CLARIFICATION OR APPROVAL BEFORE PROCEEDING WITH THE PROJECT/TASK.

DRAINAGE

- 1 CONTRACTOR SHALL KEEP NEW AND EXISTING INLETS CLEAN OF PAVING MATERIALS AND DEBRIS. INLETS LOCATED NEAR CONSTRUCTION ACTIVITIES SHOULD BE PROTECTED BY APPROPRIATE EROSION CONTROL DEVICES.
- 2 THERE SHALL BE NO MORE THAN 3 LATERAL DRAINAGE INSTALLATION WITHOUT BACKFILLING. LATERAL DRAINAGE SHALL NOT LAG MORE THAN 72 HOURS BEHIND THE START OF EXCAVATION.
- 3 GRADES SHOWN ARE "FINISHED" GRADES.
- 4 DRAINAGE SYSTEM SHALL BE CLEANED AND DESILTED PRIOR TO PW FINAL INSPECTION APPROVAL.
- 5 EXISTING STRUCTURES AND PIPES TO REMAIN WITHIN LIMITS OF CONSTRUCTION SHALL BE VACUUM CLEANED.
- 6 ANY EXISTING DRAINAGE COMPONENTS TO REMAIN THAT ARE DAMAGED AS A RESULT OF THE CONSTRUCTION ARE TO BE RESTORED TO EXISTING EQUIVALENT OR BETTER CONDITIONS AT THE CONTRACTOR'S EXPENSE.

PRE-CONSTRUCTION RESPONSIBILITIES

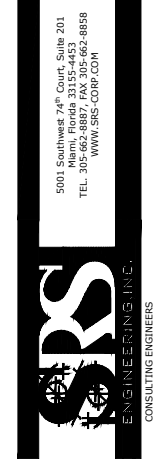
- 1 PRIOR TO THE COMMENCEMENT OF THE CONSTRUCTION AND THE RECEIPT OF THE "NOTICE TO PROCEED" THE CONTRACTOR SHALL CONTACT THE TOWN OF CUTLER BAY AND ARRANGE A PRE-CONSTRUCTION CONFERENCE TO INCLUDE THE ENGINEER OF RECORD. THE CONTRACTOR SHALL SUBMIT A CONSTRUCTION SCHEDULE AND BE PREPARED TO DISCUSS ANY CONCERNS OR COORDINATION EFFORTS AND REQUIREMENTS WITH THE PARTIES INVOLVED.
- 2 THE CONTRACTOR SHALL OBTAIN A SUNSHINE STATE ONE CALL OF FLORIDA, INC. CERTIFICATION NUMBER AT LEAST 48 HOURS PRIOR TO BEGINNING ANY EXCAVATION. CONTACT 811, WWW.SUNSHINE811.COM

PROJECT RECORD DOCUMENTS

- 1 DURING THE DAILY PROGRESS OF THE JOB THE CONTRACTOR SHALL RECORD THE EXACT LOCATION, LENGTH, AND ELEVATION OF ALL PROPOSED IMPROVEMENTS ON HIS SET OF CONSTRUCTION DRAWINGS.
- 2 UPON COMPLETION OF CONSTRUCTION AND PRIOR TO FINAL PAYMENT, THE CONTRACTOR SHALL SUBMIT TO THE ENGINEER TWO COMPLETE SETS OF ALL "AS-BUILT" CONSTRUCTION DRAWINGS, THE DRAWINGS SHALL INCLUDE CHANGES AND DIMENSIONS, LOCATIONS AND ELEVATIONS OF ALL IMPROVEMENTS AND SHALL BE IN ACCORDANCE WITH THE "SURVEY WORK" SECTION OF THE "SPECIFICATIONS AND CONTRACT DOCUMENTS" FOR THIS PROJECT.
- 3 ALL "AS-BUILT" INFORMATION AND ELEVATIONS SHALL BE CERTIFIED BY A FLORIDA REGISTERED LAND SURVEYOR AND ALL FINAL MEASUREMENTS ARE TO BE IN THE FORM OF FIELD NOTES, PLANS AND CD (PDF FORMAT).



CUTLER BAY
TOWN HALL
10720 CARIBBEAN
BOULEVARD
CUTLER BAY, FL 33189
PHONE: (305) 234-4262
FAX: (305) 234-4251



5001 Southwest 74th Court, Suite 201
Miami, Florida 33152-4453
TEL: 305-662-8887 FAX: 305-662-8858
WWW.SRS-CONV.COM

DESIGNED BY:	G.B.
DRAWN BY:	G.B.
CHECKED BY:	J.C.F.
DATE:	10/24/2023

REV.	DATE	BY:	DESCRIPTION

TRAFFIC CIRCLE
AT
SW 200th STREET AND
SW 103rd AVENUE

SCALE:
AS SHOWN

PROJECT NO.:
2303

DWG. NO.:
SHEET:
C-2.0

GENERAL NOTES

UTILITIES

- 1 TWO FULL BUSINESS DAYS (48 HOURS) PRIOR TO DIGGING, THE CONTRACTOR SHALL CONTACT 811, WWW.SUNSHINE811.COM TO REQUEST UTILITY LOCATIONS BEFORE BEGINNING ANY CONSTRUCTION ACTIVITIES.
- 2 EXISTING UTILITIES SHALL BE MAINTAINED IN SERVICE DURING CONSTRUCTION UNLESS OTHERWISE APPROVED BY THE UTILITY OWNER. ALL EXISTING UTILITIES ARE TO REMAIN UNLESS OTHERWISE NOTED.
- 3 IT SHALL BE THE CONTRACTOR'S SOLE RESPONSIBILITY TO (VERTICALLY AND HORIZONTALLY) PROTECT ALL EXISTING UTILITIES ON THIS PROJECT. ANY DAMAGE TO UTILITIES SHALL BE IMMEDIATELY REPORTED TO THE UTILITY OWNER. THE OWNER RESERVES THE RIGHT TO REMEDY SUCH DAMAGE BY ORDERING OUTSIDE PARTIES TO MAKE SUCH REPAIRS AT THE EXPENSE TO THE CONTRACTOR.
- 4 THE CONTRACTOR IS ADVISED THAT PROPERTIES ADJACENT TO THE PROJECT HAVE ELECTRIC, TELEPHONE, GAS, WATER AND/OR SEWER SERVICE LATERALS WHICH MAY NOT BE SHOWN IN PLANS. THE CONTRACTOR MUST REQUEST THE LOCATION OF THESE LATERAL SERVICES FROM THE UTILITY COMPANIES. THE ADDITIONAL COST OF EXCAVATING, INSTALLING, BACKFILLING AND COMPACTING AROUND THESE LATERAL SERVICES MUST BE INCLUDED IN THE BID RELATED ITEM FOR THE WORK BEING DONE.
- 5 UTILITY OWNERS:
 - ATLANTIC BROADBAND 786-251-5989 - FLORIDA POWER & LIGHT 386-586-6403
 - COMCAST CABLE 954-447-8405 - LEVEL 3 COMMUNICATIONS 786-256-1554
 - FLORIDA CITY GAS 786-575-8547 - M-D WATER & SEWER 786-268-5320
 - PUBLIC WORKS & TRAFFIC 786-345-0986 - AT&T 561-997-0240

ENVIRONMENTAL NOTES

- 1 DUE TO THE LIMITED SCOPE OF WORK, NO IMPACTS TO EXISTING HISTORICAL AND CULTURAL RESOURCES ARE EXPECTED AS A RESULT OF THE PROPOSED ACTION.
- 2 NO STAGING OR OTHER ACTIVITIES FOR THIS PROJECT SHOULD OCCUR WITHIN THE DRIPLINE OF EXISTING TREES.
- 3 PREVENT DAMAGING TREES AND PLANTERS WITHIN OR IMMEDIATELY ADJACENT TO THE PROJECT'S RIGHT-OF-WAY.
- 4 AN ARBORIST CERTIFIED BY THE INTERNATIONAL SOCIETY OF ARBORICULTURE SHALL BE PRESENT ON SITE TO MONITOR CONSTRUCTION ACTIVITIES NEAR EXISTING TREES
- 5 TREE PROTECTION SHOULD BE INSTALLED AROUND TREES TO REMAIN LOCATED ADJACENT TO CONSTRUCTION ACTIVITIES PER FDOT STANDARDS PLANS FY 2023-24, INDEX 110-100
- 6 CONTRACTOR SHALL REMOVE/CONTROL DUST USING WATER OR OTHER EQUIPMENT CAPABLE OF CONTROLLING DUST.
- 7 THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING A DERM CLASS V DEWATERING PERMIT AND A SFWMW WATER USE, IF DEWATERING IS PROPOSED.

TRAFFIC CONTROL PLANS

- 1 TRAFFIC CONTROLS SHALL BE IN ACCORDANCE WITH THE PROJECT PLANS, THE CURRENT EDITION OF THE FDOT, STANDARDS PLANS FY 2023-24 (102 SERIES), THE STANDARD SPECIFICATION FOR ROAD AND BRIDGE CONSTRUCTION, AND 2009 (MUTCD) MANUAL OF UNIFORM CONTROL DEVICE FOR STREETS AND HIGHWAYS, EDITION WITH REVISION NUMBERS 1, 2, AND 3, DATED JULY 2022
- 2 NOTIFICATION OF LANE CLOSURES OR TEMPORARY DETOURS SHALL BE ACCOMPLISHED 14 WORKING DAYS PRIOR TO CLOSURE. DETOUR OR MOT PHASE CHANGE SHALL BE SUBMITTED WITH THE REQUIRED LANE CLOSURE FORM, SKETCHES, CALCULATIONS, AND OTHER DATA TO PUBLIC WORKS DEPT.
- 3 AT THE DISCRETION OF THE ENGINEER, IF A LANE CLOSURE CAUSES EXTENDED CONGESTION OR DELAY, THE CONTRACTOR SHALL BE DIRECTED TO REOPEN THE CLOSED LANE(S) UNTIL SUCH TIME THAT THE TRAFFIC FLOW HAS RETURNED TO AN ACCEPTABLE LEVEL.
- 4 THE TRAFFIC AND TRAVEL WAYS SHALL NOT BE ALTERED BY THE CONTRACTOR TO CREATE A WORK ZONE UNTIL ALL LABOR AND MATERIAL ARE AVAILABLE FOR THE CONSTRUCTION IN THAT AREA.
- 5 LANE CLOSURE SHALL OCCUR ONLY DURING NON-PEAK HOURS ON NON-EVENT DATES/NIGHTS/WEEKENDS. NON PEAK HOURS 9:00 AM TO 3:30 PM WEEKDAYS AND SATURDAYS. EXCEPTIONS MAY BE GRANTED UPON WRITTEN REQUEST TO THE CITY.
- 6 TRAFFIC CONTROL PLANS FOR ALL PHASES ARE DESIGNED FOR NON-PEAK HOURS ONLY. THE CONTRACTOR SHALL KEEP ALL EXISTING LANES OPEN DURING PEAK HOURS IN THESE PHASES.

DESIGNED BY:

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5001 Southwest 74th Court, Suite 201
Miami, Florida 33152-4453
TEL: 305-662-8887 FAX: 305-662-8858
WWW.SRS-CONP.COM

ES-00007317



CUTLER BAY TOWN HALL
10720 CARIBBEAN BOULEVARD
CUTLER BAY, FL 33189
PHONE: (305) 234-4262
FAX: (305) 234-4251

- 7 AS DETERMINED BY THE ENGINEER, THE CONTRACTOR SHALL COVER WORK ZONE SIGNS WHEN CONDITIONS NO LONGER WARRANT THEIR USE. COST OF COVERING AND UNCOVERING THE SIGNS SHALL BE INCLUDED IN MAINTENANCE OF TRAFFIC PAY ITEM.
- 8 CONTRACTOR SHALL BE RESPONSIBLE FOR THE IMMEDIATE REMOVAL OF STORM WATER FROM ROADWAYS UTILIZED FOR MAINTAINING TRAFFIC IN A MANNER APPROVED BY THE ENGINEER. COST FOR REMOVING THE WATER SHALL BE INCLUDED IN MAINTENANCE OF TRAFFIC PAY ITEM.
- 9 TEMPORARY LANE TRANSITIONS, SHIFTS, AND CROSSEVERS SHALL HAVE SOLID LANE AND EDGE LINES FOR THE LENGTH OF THE TRANSITION, SHIFT OR CROSSOVER. IN ADDITION, SOLID LANE AND EDGE LINES SHALL EXTEND 100 FT ON TANGENT BEYOND EACH END OF THE TRANSITION, SHIFT, OR CROSSOVER. EXCEPTION SHALL BE THROUGH INTERSECTIONS WHERE 2 FT TO 4 FT SKIP LINES WILL BE PLACED.
- 10 ALL TEMPORARY STRIPES AND MARKINGS SHALL BE PAINT ONLY, UNLESS OTHERWISE SPECIFIED ON THE PLANS OR APPROVED BY THE ENGINEER. COST OF TEMPORARY STRIPING SHALL BE INCLUDED IN MOT PAY ITEM.
- 11 EACH EXISTING STREET NAME AND STOP SIGN AFFECTED BY CONSTRUCTION SHALL BE RELOCATED AND MAINTAINED IN AN APPROPRIATE LOCATION FOR THE DURATION OF THE PROJECT. WHEN NO LONGER AFFECTED BY CONSTRUCTION, THESE SIGNS SHALL BE RESTORED TO THEIR ORIGINAL POSITION. COST OF TEMPORARILY RELOCATING AND RESTORING THE SIGNS SHALL BE INCLUDED IN MAINTENANCE OF TRAFFIC PAY ITEM.
- 12 FOR DROP OFFS, THE CONTRACTOR'S SHALL FOLLOW TO THE FDOT, STANDARDS PLANS FY 2023-24 INDEX NO. 102-600 SHEET 8 OF 11. THE CONTRACTOR SHALL USE SHOULDER TREATMENT DETAIL WHEN NO BARRIERS ARE REQUIRED IN THE PLANS
- 13 CONTRACTOR SHALL PREPARE AND SUBMIT AN ACCEPTABLE MOT PLAN FOR THE PROJECT. THE MOT PLAN SHALL BE SUBMITTED TO THE TOWN OF CUTLER BAY'S PUBLIC WORKS DEPARTMENT FOR REVIEW AND APPROVAL.
- 14 LANE CLOSURES SHALL NOT BE PERMITTED DURING SCHOOL SPEED ZONE HOURS WHERE SUCH CLOSURES WILL AFFECT TRAFFIC FLOW IN THE VICINITY OF THE SCHOOL SPEED ZONES.

WORK ZONE LIMITS

- 1 THE LENGTH OF AN OPEN TRENCH SHALL NOT EXCEED 500 FT. PROPERTY ACCESS SHALL BE MAINTAINED IN ACCORDANCE TO ARTICLE 102-5.5 OF THE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION LATEST EDITION.
- 2 NO MORE THAN TWO BLOCKS OF STREET SHALL BE UNDER CONSTRUCTION AT A TIME AND ALL WORK AND RESTORATION SHALL BE COMPLETED ON ONE OF SUCH BLOCKS BEFORE WORK MAY BEGIN IN A NEW BLOCK. FINAL RESURFACING SHALL BE PLACED WITHIN 48 HOURS OF THE MILLING OPERATION.

INTERSECTIONS

- 1 ADJACENT INTERSECTIONS SHALL NOT BE CONSTRUCTED SIMULTANEOUSLY UNLESS DIRECTED BY THE ENGINEER
- 2 INTERSECTIONS SHALL BE RECONSTRUCTED WORKING ON A CONTINUOUS DAILY BASIS UNTIL COMPLETE AND UNTIL THE STRUCTURAL COURSE IS PLACED.
- 3 M.O.T. TRANSITIONS AND TEMPORARY INTERSECTION CROSSEVERS WHERE CONSTRUCTION HAS CAUSED GRADE DIFFERENCES BETWEEN THE EXISTING AND NEW ROADWAYS SHALL BE CONSTRUCTED USING A 1:20 TYPE SP ASPHALT CONCRETE SLOPE TO ACCOMMODATE VEHICULAR TRAFFIC FROM ANY DIRECTION. ALL MATERIAL AND WORK, INCLUDING ITS REMOVAL, SHALL BE INCLUDED IN MAINTENANCE OF TRAFFIC PAY ITEM.

PEDESTRIANS, BICYCLES, AND WHEELCHAIRS

- 1 AT THE END OF EACH WORK DAY OR WHENEVER THE WORK ZONE BECOMES INACTIVE, ANY DROP OFF GREATER THAN 6 IN. ADJACENT TO THE PEDESTRIAN, BICYCLE, AND WHEELCHAIR TRAVEL PATHS SHALL BE BACKFILLED FLUSH WITH THE SAID PATHS OR PROTECTED WITH TEMPORARY FENCE. CONCRETE BARRIER WALL OR APPROVED HANDRAIL. COST SHALL BE INCLUDED IN THE PAY ITEM 102-1, MAINTENANCE OF TRAFFIC.
- 2 CONSTRUCTION ACTIVITIES THAT INVOLVES SIDEWALKS ON BOTH SIDES OF THE STREET ARE NOT ALLOWED UNLESS APPROVED BY THE ENGINEER.

SIGNING AND PAVEMENT MARKINGS

- 1 ALL EXISTING SIGNS ARE TO REMAIN UNLESS OTHERWISE SPECIFIED. BEFORE STARTING THE PROJECT, THE CONTRACTOR WILL REVIEW EXISTING SIGNS SHOWN ON THE PLANS TO BE RELOCATED OR TO REMAIN. THE CONTRACTOR WILL NOTIFY IN WRITING TO THE PROJECT ENGINEER OF ANY MISSING SIGNS BEFORE CONSTRUCTION STARTS. SIGNS DAMAGED BY THE CONTRACTOR'S OPERATIONS WILL BE REPLACED AT NO COST TO THE DEPARTMENT. IF EXISTING SIGNS TO BE RELOCATED HAVE A DAMAGED POLE OR A POLE NOT MEETING HEIGHT SPECIFICATION REQUIREMENTS, THE COST OF A NEW POLE WILL BE INCLUDED IN THE RELOCATION BID ITEM.

- 2 ALL PAVEMENT MARKINGS, MESSAGES, AND ARROWS SHALL BE THERMOPLASTIC UNLESS OTHERWISE NOTED.
- 3 REFLECTIVE PAVEMENT MARKERS ARE TO BE PLACED AS INDICATED
- 4 MATCH EXISTING PAVEMENT MARKINGS AT THE BEGINNING AND AT THE END OF THE PROJECT AND AT ALL SIDE STREETS WITHOUT JOGS OR OFFSETS.
- 5 THE CONTRACTOR SHALL REMOVE EXISTING MARKINGS BY FDOT APPROVED METHOD WITHOUT DAMAGE TO THE FRICTION COURSE.
- 6 SIGN ASSEMBLY LOCATIONS SHOWN ON PLANS WHICH ARE IN CONFLICT WITH LIGHTING, UTILITIES, DRIVEWAYS, WHEELCHAIR RAMPS, ETC. MAY BE ADJUSTED SLIGHTLY AS DIRECTED BY THE ENGINEER. EXTREME LOCATION CHANGES MUST BE APPROVED BY MIAMI-DADE SIGNALS AND SIGNS DIVISION.
- 7 THE CONTRACTOR SHALL RELOCATE ALL EXISTING POST-MOUNTED STREET NAME AND STOP SIGNS TO A VISIBLE AREA UNDISTURBED BY THE CONSTRUCTION SO AS TO MINIMIZE DAMAGE TO THE SIGNS. NEW STREET NAME SIGNS WILL BE ATTACHED AT THE TOP OF THE NEW STOP SIGNS ON MINOR SIDE STREETS AT THE END OF CONSTRUCTION.
- 8 EXTRUDED ALUMINUM SIGN SUPPORT CLAMPS ARE NOT ACCEPTABLE. ALL RELOCATED SIGNS MUST COMPLY WITH THE FDOT, STANDARDS PLANS FY 2023-24, INDEX 700-010 AS IF THEY WERE NEW SIGNS. IF EXISTING CLAMPS, BRACKETS, POLES, ETC. NEED TO BE REPLACED THE COST SHALL BE INCLUDED IN THE RELOCATION PAY ITEM.
- 9 REFLECTIVE PAVEMENT MARKERS AS PER FDOT STANDARD INDEX NO 706-001
- 10 NEW STREET NAME SIGNS SHALL BE PER MIAMI DADE COUNTY STANDARDS AND MUTCD.
- 11 DELIVER AND UNLOAD REMOVED STREET SIGNS TO:
MIAMI-DADE COUNTY DEPT. OF TRANSPORTATION AND PUBLIC WORKS, TRAFFIC SIGNALS & SIGNS DIVISION
7100 N.W. 36TH STREET
MIAMI, FLORIDA 33166

TRAFFIC CIRCLE
AT
SW 200th STREET AND
SW 103rd AVENUE

GENERAL NOTES

SCALE:
AS SHOWN

PROJECT NO.:
2303

DWG. NO.:

SHEET:
C-2.1

ABBREVIATIONS:

BLDG.	=	BUILDING
C.B.	=	CATCH BASIN
℄	=	BASE LINE
⊕	=	CENTER LINE
C.O.	=	CLEANOUT
CONC.	=	CONCRETE
CONN.	=	CONNECTION
CONT.	=	CONTINUATION
CONST.	=	CONSTRUCT
DET.	=	DETAIL
D.I.P.	=	DUCTILE IRON PIPE
EG.	=	EXISTING GRADE ELEVATION
EXIST.	=	EXISTING
F.F.E.	=	FINISHED FLOOR ELEVATION
FG.	=	FINISHED GRADE ELEVATION
F.H. / FH	=	FIRE HYDRANT
F.M. / FM	=	FORCE MAIN
H.D.P.E.	=	HIGH DENSITY POLYETHYLENE
HORIZ.	=	HORIZONTAL
INV.	=	INVERT
L.F.	=	LINEAR FEET
M-DWASD	=	MIAMI-DADE WATER AND SEWER DEPT.
M-DPW	=	MIAMI DADE PUBLIC WORKS
M.E.G.	=	MATCH EXISTING GRADE
MIN.	=	MINIMUM
P.I.V.	=	POST INDICATOR VALVE
P.G.P.	=	PROPOSED GRADING POINT
P.G.L.	=	PROPOSED GRADING LINE
P/L, ℄	=	PROPERTY LINE
PROP.	=	PROPOSED
SAN.	=	SANITARY SEWER
R/W, ROW	=	RIGHT OF WAY
SEC.	=	SECTION
SERV.	=	SERVICE
S/L, §	=	SECTION LINE
STA.	=	STATION
STD.	=	STANDARD
SWK.	=	SIDEWALK
T.O.P.	=	TOP OF PIPE
U.S.F.	=	US FOUNDRY
VERT.	=	VERTICAL
W.M. / WM	=	WATER MAIN
W.S.	=	WATER SERVICE
T.B.F.V.	=	TO BE FIELD VERIFIED

UTILITIES LEGEND:

WM	---	WM	---	EXISTING WATER MAIN (UNDERGROUND)
SAN	---	SAN	---	EXISTING SANITARY SEWER MAIN (UNDERGROUND)
GAS	---	GAS	---	EXISTING GAS LINE (UNDERGROUND)
OUL	---	OUL	---	EXISTING F.P.L. CONDUIT (OVERHEAD)
				PROPOSED EXFILTRATION DRAIN (UNDERGROUND)
				PROPOSED SOLID DRAINAGE PIPE (UNDERGROUND)
				PROPOSED DRAINAGE STRUCTURE (INLET/M.H.) ID
				EXISTING DRAINAGE STRUCTURE (INLET) ID
				EXISTING CATCH BASIN
				PROP. CATCH BASIN
				PROP. DRAINAGE MANHOLE
				EXISTING SAN. SEWER MANHOLE
				EXISTING WATER MAIN VALVE BOX
				EXISTING CLEAN-OUT
				EXISTING WATER METER
				EXISTING ELECTRICAL PANEL/PULL BOX
				EXISTING COMMUNICATION PANEL/PULL BOX
				EXISTING FIRE HYDRANT

ROADWAY PLANS LEGEND:

(XX)		AMOUNT OF SIDEWALK FLAG TO BE REPLACED (5' MIN.)
(1)		EXISTING SANITARY SEWER / DRAINAGE MANHOLE TO BE ADJUSTED BY A LICENSED CONTRACTOR
(2)		EXISTING WATER/FORCE MAIN VALVE BOX & LID TO BE ADJUSTED BY A LICENSED CONTRACTOR
		CONSTRUCT 6" CONC. SIDEWALK (2% CROSS SLOPE MAX.), HANDICAP RAMPS, DRIVEWAYS & INLET APRONS
		PROP. CONCRETE PAVER (SEE TYPICAL SECTION) TRAFFIC CIRCLE MEDIAN
		AREA TO BE RESODDED.
		PROP. DETECTABLE WARNING PER FDOT INDEX 522-002
		MILLING EXISTING ASPHALT PAVEMENT (½" AVERAGE) RESURFACING WITH 1 LIFT (1") OF FC-9.5 ASPHALTIC CONCRETE SURFACE COURSE (INSTALL W/ THE SECOND LIFT OF THE PAVEMENT RESTORATION AND NEW PAVEMENT)
		EXIST. ASPHALT DRIVEWAY TO BE RESURFACED W/ 1" SP-9.5 CONCRETE ASPHALT
		NEW PAVEMENT
		- 2 LIFTS: (1") SP-9.5 & (1") FC-9.5 ASPHALTIC CONC.
		- 8" MIN. BASE COURSE COMPACTED TO MIN. 98% (MODIFIED PROCTOR) MIN. LBR=100 PER AASHTO T-180)
		- 12" STABILIZED SUBBASE, COMPACTED TO MIN. 98%, MIN. LBR=40, PER AASHTO T-180
		NEW DRIVEWAY
		- 1 LIFTS (1") SP-9.5 ASPHALTIC CONC.
		- 6" MIN. BASE COURSE COMPACTED TO MIN. 98% (MODIFIED PROCTOR) MIN. LBR=100 PER AASHTO T-180)
		PAVER DRIVEWAY
		- LATTICE CONCRETE PAVER (SEE DETAIL ON SHEET C-11.1)
		- 6" MIN. BASE COURSE COMPACTED TO MIN. 98% (MODIFIED PROCTOR) MIN. LBR=100 PER AASHTO T-180)
		- 6"x9" CONCRETE CURB BORDER (ALONG THE ENTIRE PERIMETER OF THE DRIVEWAY)

DESIGNED BY:	O.B.		
DRAWN BY:	O.B.		
CHECKED BY:	J.C.F.		
DATE:	10/24/2023		
REV.	DATE	BY:	DESCRIPTION

SRS
ENGINEERING, INC.
CONSULTING ENGINEERS

5001 Southwest 74th Court, Suite 201
Miami, Florida 33152-4453
TEL: 305-662-8887 FAX: 305-662-8858
WWW.SRS-CON.COM

ES-00007317

Cutler Bay
FLORIDA
INCORPORATED 1988

CUTLER BAY
TOWN HALL
10720 CARIBBEAN
BOULEVARD
CUTLER BAY, FL 33189
PHONE: (305) 234-4262
FAX: (305) 234-4251

TRAFFIC CIRCLE
AT
SW 200th STREET AND
SW 103rd AVENUE

SCALE:
AS SHOWN

PROJECT NO.:
2303

DWG. NO.:
SHEET:
C-2.2

**LEGEND AND
ABBREVIATIONS**

PAY ITEM DESCRIPTION

1	CONTRACTOR SHALL FURNISH AS-BUILT PLANS SIGNED AND SEALED BY AND PROFESSIONAL LAND SURVEYOR TO THE TOWN OF CUTLER BAY
102-1	TO BE ACCOMPLISHED IN ACCORDANCE WITH THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS, U.S. DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION. PUBLIC WORKS MANUAL OF MIAMI DADE COUNTY, THE LATEST REVISIONS OF THE FOREMENTIONED MANUALS AT TIME OF CONSTRUCTION WITH ENGINEER APPROVAL, AND IN ACCORDANCE WITH THE LATEST FLORIDA DEPARTMENT OF TRANSPORTATION DESIGN STANDARDS INDEX 102 SERIES. INCLUDES THE COST OF CONSTRUCTION OF TEMPORARY PAVEMENT & ITS SUBSEQUENT REMOVAL.
110-1-1	CONSISTS OF COMPLETE REMOVAL AND DISPOSAL OF ALL VEGETATION, DEBRIS, DRAINAGE STRUCTURES, DRAINAGE PIPES, FLEXIBLE PAVEMENT, OR ANY OTHER OBSTRUCTIONS IN ALL AREAS WHERE EXCAVATION IS TO BE DONE; OR WHERE EMBANKMENTS OR STRUCTURES WILL BE CONSTRUCTED. THIS INCLUDES ROADWAY AREA, DITCH AREA, BORROW AND MATERIAL PITS, AND AREAS WHERE CULVERTS OR PIPELINES WILL BE CONSTRUCTED. ALSO INCLUDES SHRUB AND TREE TRIMMING. ALL DEBRIS SHOULD BE DISPOSED OF IN LEGAL AREAS PROVIDED BY THE CONTRACTOR.
110-4-10	CONSISTS OF REMOVING AND DISPOSING OF EXISTING CONCRETE PAVEMENT, CONCRETE SIDEWALKS, CONCRETE APRONS, DITCH PAVEMENT, CONCRETE PAVERS, AND CURB AND GUTTER.
125-1	INCLUDES EXCAVATION FOR BOX CULVERTS, PIPE CULVERTS (SOLID PIPE), INLETS, MANHOLES, AND SIMILAR STRUCTURES. BASE AND SUB-BASE EXCAVATION WITHIN TRENCH RESTORATION IS INCLUDED IN THIS PAID ITEM. THESE ARE ESTIMATED QUANTITIES AND MAY BE INCREASED OR DECREASED.
160-4	NCLUDES ALL WORK AND MATERIALS SPECIFIED IN SECTION 160 (FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION), INCLUDING FURNISHING, SPREADING, AND MIXING OF ALL STABILIZING MATERIAL REQUIRED AND ANY REPROCESSING OF STABILIZATION AREAS NECESSARY TO ATTAIN THE SPECIFIED BEARING VALUE.
327-70-16	CONSISTS OF REMOVING EXISTING AC PAVEMENT 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. INCLUDES TRANSPORTING THE MILLED MATERIAL TO THE ASPHALT PLANT SITE AND STOCKPILING THE MATERIAL. ALSO INCLUDES REMOVAL OF EXISTING REFLECTIVE PAVEMENT MARKER
425-1-SERIES 425-2-SERIES	INCLUDES: POLLUTION RETARDANT BAFFLE, FRAME, GRATES, COVERS, MATERIALS, METAL PIPE ENCASUREMENT, INLET PROTECTION (ACCORDANCE WITH THE PLANS, STANDARDS, AND/OR EROSION AND SEDIMENT CONTROL MANUAL FOR THE PROTECTION OF PROPOSED INLETS), LABOR AND CONSTRUCTION SHALL BE INCLUDED IN COST OF STRUCTURES.
425-5 & 425-6	WITHIN PAVEMENT AREA, MANHOLES AND VALVE BOXES TO BE ADJUSTED AS NECESSARY.
430-174-SERIES	INCLUDES FURNISHING AND PLACING: PIPE PLUGS, PIPE FITTING, CAPS, CONCRETE JACKET AND SOLID PIPES.
443-70-SERIES	INCLUDES: EXCAVATION TO PLAN ELEVATION (15 FEET DEEP, SEE DETAILS SHEETS), FURNISHING AND PLACING: (PIPE PLUGS, PIPE FITTINGS, PERFORATED PIPES, BALLAST ROCK AND BACKFILLING WITH SELECT FILL, FILTER FABRIC AND ALL APPLICABLE ITEMS REQUIRED TO CONSTRUCT DRAIN). ALSO, IT IS INCLUDED THE ADDITIONAL COST OF EXCAVATING AROUND THE LATERALS SERVICING SAID PROPERTIES.
522-2	ESTIMATED QUANTITY FOR: DRIVEWAYS, SIDEWALK, RAMPS, APRON, AND CONC. SLAB (REINFORCED) TO BE CONSTRUCTED AT LOCATIONS SHOWN IN THE PLANS AND/OR AS DIRECTED BY THE ENGINEER.
526-1-1	INCLUDES ALL LABOR AND MATERIALS (PAVER, #8 AGGREGATE, AND ANY PROCESSING OR MATERIAL NECESSARY TO COMPLETE PAVER INSTALLATION.)
570-1-2	INCLUDES TOPSOIL LAYER AND SOD TO BE USED IN THE RESTORATION OF LAWNS AND MAY BE INCREASED OR DECREASED AS DIRECTED BY THE TOWN OF CUTLER BAY. BAHIA SOD OR TO MATCH EXISTING SOD.

QUANTITIES AND PAY ITEM NOTES:

1. EXCESS AND/OR UNDESIRABLE MATERIAL TO BE DISPOSED OF BY CONTRACTOR IN LEGAL AREAS PROVIDED BY HIM. NO SEPARATE PAYMENT WILL BE MADE FOR THIS ITEM.
2. EXCESS MATERIAL TO BE DISPOSED OF BY THE CONTRACTOR IN AREAS PROVIDED BY HIM. NO SEPARATE PAYMENT WILL BE MADE FOR THIS ITEM.
3. ANY EXCAVATED MATERIAL, IF UNSUITABLE, SHALL NOT BE USED IN THE CONSTRUCTION OF THE EMBANKMENT.
4. ASPHALT DRIVEWAY RESTORATION IS INCLUDED IN THE PAY ITEM 334-1-13
5. THE CONTINGENCY ITEM MUST BE APPROVED BY THE ENGINEER ON RECORD AND THE TOWN.
6. THE 5 L.F. OF SOLID PIPE ON BOTH SIDES OF THE FRENCH DRAIN ARE INCLUDED IN THE QUANTITIES LISTED UNDER PAY ITEMS 430-174-SERIES AND 125-1 (EXCAVATION)
7. THE 6" CONCRETE SLAB W/ 6"X6" WELDED WIRE MESH ON THE TRAFFIC CIRCLE, IS INCLUDED IN THE PAY ITEM 522-2
8. REFER TO FDOT'S "DESIGN QUANTITIES AND ESTIMATES" (DQE) FOR MORE INFORMATION ON THE PAYMENT ITEM DESCRIPTIONS.

THE USE OF THESE PLANS AND SPECIFICATIONS SHALL BE RESTRICTED TO THE ORIGINAL SITE FOR WHICH THEY WERE PREPARED AND PUBLICATION HEREOF IS EXPRESSLY LIMITED TO SUCH USE. RE-USE, REPRODUCTION OR PUBLICATION BY ANY METHOD, IN WHOLE OR IN PART, IS PROHIBITED. TITLE TO THE PLANS AND SPECIFICATIONS REMAINS WITH SRS ENGINEERING, INC. WITHOUT PREJUDICE. VISUAL CONTACT WITH THESE PLANS AND SPECIFICATIONS SHALL CONSTITUTE PRIMA FACIE EVIDENCE OF THE ACCEPTANCE OF THE RESTRICTIONS.

TRAFFIC CIRCLE
AT
SW 200th STREET AND
SW 103rd AVENUE

PAY ITEM NOTES

CUTLER BAY
TOWN HALL
10720 CARIBBEAN
BOULEVARD
CUTLER BAY, FL 33189
PHONE: (305) 234-4262
FAX: (305) 234-4251



SRS
ENGINEERING, INC.
CONSULTING ENGINEERS

5001 Southwest 74th Court, Suite 201
Miami, Florida 33152-4453
TEL: 305-662-8887, FAX: 305-662-8858
WWW.SRS-CON.COM

EP-00007317

DESIGNED BY: C.B.
DRAWN BY: C.B.
CHECKED BY: J.C.F.
DATE: 10/24/2023

REV.	DATE	BY:	DESCRIPTION

SCALE:
AS SHOWN

PROJECT NO.:
2303

DWG. NO.:
SHEET:
C-3.0

ROADWAY				PAVEMENT MARKING AND SIGNAGE					
Item	Pay Item No.	Description	Quantity	Unit Measure	Item	Pay Item No.	Description	Quantity	Unit Measure
1	001	AS BUILT	1	LS	36	710-11-101	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 6"	0.10	GM
2	101-1	MOBILIZATION	1	LS	37	710-11-102	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR INTERCHANGE AND URBAN ISLAND, 8"	0.01	GM
3	102-1	MAINTENANCE OF TRAFFIC	1	LS	38	710-11-123	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR CROSSWALK AND ROUNDABOUT, 12"	160	LF
4	102-14	TRAFFIC CONTROL OFFICER ALLOWANCE	100	HR	39	710-11-125	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR STOP LINE OR CROSSWALK, 24"	90	LF
5	110-1-1	CLEARING AND GRUBBING	1	LS	40	710-11-141	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, 2-4 DOTTED GUIDELINE/ 6-10 DOTTED EXTENSION, 6"	0.01	GM
6	110-4-10	REMOVAL OF EXISTING CONCRETE + (30% CONTINGENCY)	400	SY	41	710-11-201	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID, 6"	0.17	GM
7	102-1	REGULAR EXCAVATION	750	CY	42	710-11-290	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, ISLAND NOSE	220.00	SF
8	125-1	EXCAVATION FOR STRUCTURES AND SOLID PIPES	305	CY	43	705-10-1	OM1-3 TYPE 1 OBJECT MARKER (PANEL ONLY)	3	EA
9	160-4	TYPE B STABILIZATION	1,200	SY	44		D1-1d CIRCULAR INTERSECTION EXIT DESTINATION (PANEL ONLY)	3	EA
10	285-704	LIMEROCK BASE (6") (OPTIONAL BASE, BASE GROUP 04)	150	SY	45		R4-7 NARROW KEEP RIGHT SIGN (PANEL ONLY)	3	EA
11	285-706	LIMEROCK BASE (8") (OPTIONAL BASE, BASE GROUP 06)	1,125	SY	46		R6-4 ROUNDABOUT DIRECTIONAL (PANEL ONLY)	3	EA
12	327-70-16	MILLING EXISTING ASPHALT PAVEMENT (1/2" AVG. DEPTH)	380	SY	47		R1-2 YIELD (PANEL ONLY)	3	EA
13	334-1-13	SUPERPAVE ASPHALTIC CONC, TRAFFIC C, SP-9.5 (1" AND 1/2") + (10% CONTINGENCY)	62	TN	48		W16-7P DOWNWARD DIAGONAL ARROW (PANEL ONLY)	3	EA
14	337-7-82	ASPHALT CONCRETE FRICTION COURSE, TRAFFIC C, FC-9.5, PG 76-22 (1") (+ 10% CONTINGENCY)	78	TN	49		W11-2 PEDESTRIAN CROSSING (PANEL ONLY)	6	EA
15	425-1-2B	SD-3.1 SWALE INLET TYPE D-1 (17" x 27") < 10' (M-DPWD PAY ITEM)	2	EA	50		W13-1P ADVISORY SPEED (PANEL ONLY)	6	EA
16	425-1-2A	SD-2.2 (SWALE/TYPED) INLET TYPE D-3 (36" Dia.) < 10' (M-DPWD PAY ITEM)	2	EA	51		W2-6 CIRCULAR INTERSECTION (PANEL ONLY)	3	EA
17	425-2-41	SD-2.7 MANHOLES, P-7, < 10' (M-DPWD PAY ITEM)	1	EA	52	700-1-11	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	21	AS
18	425-2-71	SD-2.6 MANHOLES, J-7, < 10' (M-DPWD PAY ITEM)	1	EA	53	706-1-1	RAISED PAVEMENT MARKER, TYPE B WITHOUT FINAL SURFACE MARKINGS (Y/Y, W/R & BLUE)	280	EA
19	425-5	MANHOLE, ADJUST	1	EA	54	711-11-123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK AND ROUNDABOUT	160	LF
20	425-6	VALVE BOXES, ADJUST	2	EA	55	711-11-141	THERMOPLASTIC, STANDARD, WHITE, 2-4 DOTTED GUIDELINE/ 6-10 GAP EXTENSION, 6"	0.01	GM
21	430-174-118	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18"SD (HDPE)	150	LF	56	711-14-125	THERMOPLASTIC, PREFORMED, WHITE, SOLID, 24" FOR CROSSWALK	90	LF
22	443-70-3	EXFILTRATION DRAIN (18")	130	LF	57	711-16-101	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6"	0.10	GM
23	519-78	BOLLARDS	1	EA	58	711-16-102	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 8"	0.01	GM
24	520-1-10	CONCRETE CURB AND GUTTER TYPE "F"/DROP CURB	410	LF	59	711-16-201	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"	0.17	GM
25	520-2-4	CONCRETE CURB AND GUTTER (TYPE "D")	315	LF					
26	520-2-8	CONCRETE CURB, TYPE RA	126	LF					
27	520	CONCRETE CURB BORDER	200	LF					
28	522-2	CONCRETE SIDEWALK (6" THICK) (SIDEWALK, RAMP, APRON, DRIVEWAY & SALB) + (30% CONTINGENCY)	530	SY					
29	527-2	DETECTABLE WARNINGS	60	SF					
30	526-1-1	PAVERS, ARCHITECTURAL, ROADWAY (105 SY LATTICE PAVER + 75 SY TRAFFIC CIRCLE MEDIAN)	180	SY					
31	536-1-0	GUARDRAIL -ROADWAY, GENERAL/LOW SPEED TL-2	26	LF					
32	550-10-220	FENCING, TYPE B, 5.1-6.0', STANDARD	50	LF					
33	550-60-233	FENCE GATE, TYPE B, SLIDING/CANTILEVER, 12.1-18' OPENING	1	EA					
34	570-1-2	PERFORMANCE TURF, SOD	1,200	SY					
35	1080-211	UTILITY FIXTURE, VALVE/METER BOX, FURNISH & INSTALL	1	EA					

DESIGNED BY: C.B.
 DRAWN BY: C.B.
 CHECKED BY: J.C.F.
 DATE: 10/24/2023

SEAL:

5001 Southwest 74th Court, Suite 201
 Miami, Florida 33152-4453
 TEL: 305-662-8887, FAX: 305-662-8858
 WWW.BSC-CON.COM

BSC
 ENGINEERING, INC.
 CONSULTING ENGINEERS

ES-00007317



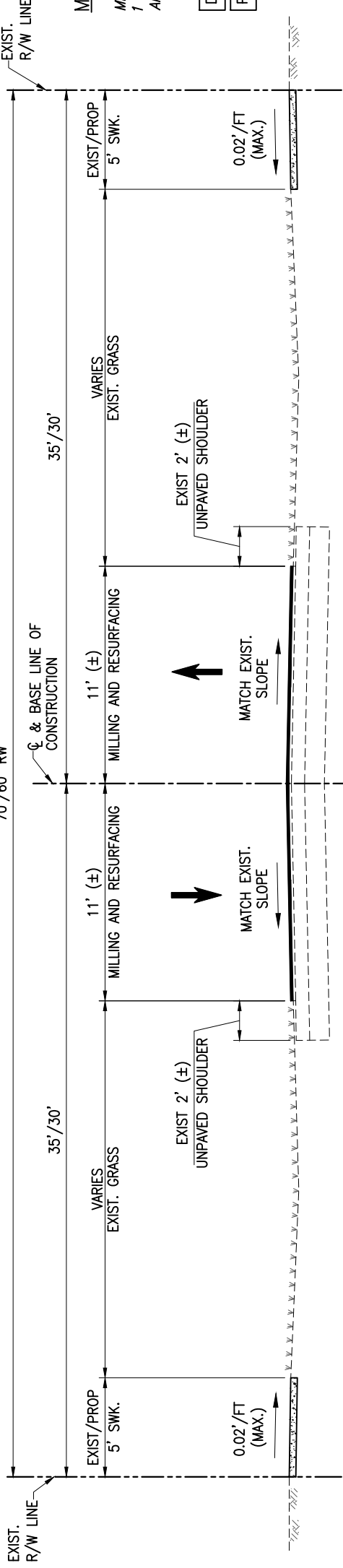
CUTLER BAY TOWN HALL
 10720 CARIBBEAN BOULEVARD
 CUTLER BAY, FL 33189
 PHONE: (305) 234-4262
 FAX: (305) 234-4251

TRAFFIC CIRCLE AT
 SW 200th STREET AND SW 103rd AVENUE

SUMMARY OF QUANTITIES

SCALE: AS SHOWN
 PROJECT NO.: 2303
 DWG. NO.:
 SHEET: C-3.1

I:\Projects\2023\2303 - Cutler Bay - Traffic Roundabout\Design\2303_PAVE_3.0-3.1_QUANTITIES.dwg - Plot Date: 10/24/23
 THE USE OF THESE PLANS AND SPECIFICATIONS SHALL BE RESTRICTED TO THE ORIGINAL SITE FOR WHICH THEY WERE PREPARED AND PUBLICATION OR REVISION THEREOF IS EXPRESSLY LIMITED TO SUCH USE. REUSE, REPRODUCTION OR PUBLICATION BY ANY METHOD, IN WHOLE OR IN PART, IS PROHIBITED. TITLE TO THE PLANS AND SPECIFICATIONS REMAINS WITH BSC ENGINEERING, INC. WITHOUT PREJUDICE. VISUAL CONTACT WITH THESE PLANS AND SPECIFICATIONS SHALL CONSTITUTE PRIMA FACIE EVIDENCE OF THE ACCEPTANCE OF THE RESTRICTIONS.



TYPICAL SECTION
SW 103rd AVE (60' R/W) AND SW 200th ST (70' R/W) N.T.S.

- STA. 8+50 TO STA. 9+00 (SW 103rd AVE)
- STA. 11+00 TO STA. 11+50 (SW 103rd AVE)
- STA. 18+50 TO STA. 19+00 (SW 200th ST)

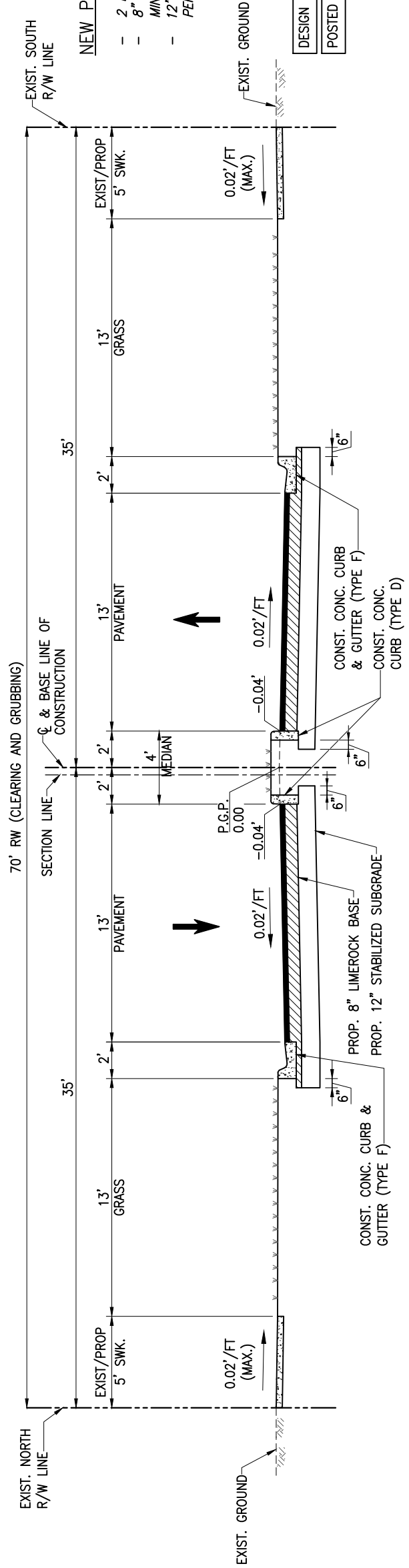
MILLING AND RESURFACING:

MILLING EXISTING ASPHALT PAVEMENT (1/2" AVERAGE) AND RESURFACING WITH 1 LIFT (1"), INSTALL W/ THE SECOND LIFT OF THE PAVEMENT RESTORATION AND NEW PAVEMENT OF FC-9.5 ASPHALTIC CONCRETE SURFACE COURSE

DESIGN SPEED 30 MPH
POSTED SPEED 30 MPH

SIDEWALK TYPICAL NOTE:

1. REFER TO SHEET C-5 TO LOCATE THE CURRENT SIDEWALK THAT NEEDS TO BE REPLACED WITH 6" THICK CONC. SIDEWALK



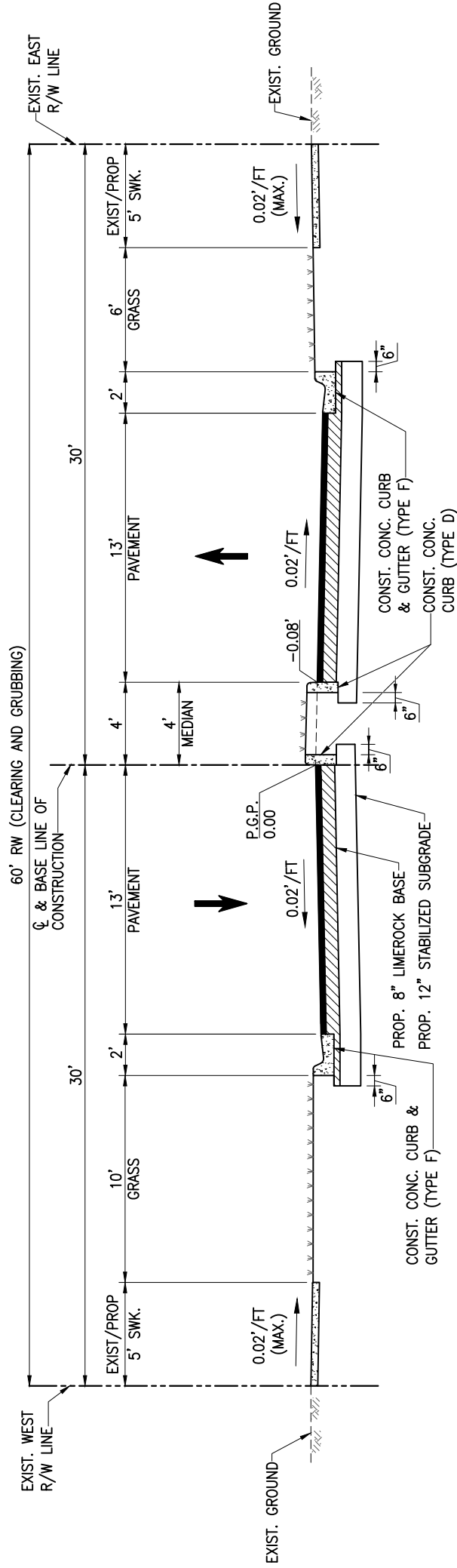
TYPICAL SECTION SW 200th ST. N.T.S.
TRAFFIC CIRCLE
 STA. 19+35.19 TO STA. 19+65

NEW PAVEMENT:

- 2 LIFTS: (1") SP-9.5 (1") FC-9.5 ASPHALTIC CONC.
- 8" MIN. BASE COURSE COMPACTED TO MIN. 98% (MODIFIED PROCTOR)
- MIN. LBR=100 PER AASHTO T-180
- 12" STABILIZED SUBBASE, COMPACTED TO MIN. 98% MIN. LBR=40, PER AASHTO T-180

DESIGN SPEED 20 MPH
POSTED SPEED 15 MPH

DESIGNED BY: C.B.	DRAWN BY: C.B.	CHECKED BY: J.C.F.	DATE: 10/24/2023	SEAL:				SCALE: AS SHOWN
				PROJECT NO.: 2303				
				DWG. NO.:				
				SHEET: C-4.0				
				TYPICAL SECTION				
				TRAFFIC CIRCLE AT SW 200th STREET AND SW 103rd AVENUE				
				 CUTLER BAY TOWN HALL 10720 CARIBBEAN BOULEVARD CUTLER BAY, FL 33189 PHONE: (305) 234-4262 FAX: (305) 234-4251				
				 SRS ENGINEERING, INC. CONSULTING ENGINEERS 5001 Southwest 74th Court, Suite 201 Miami, Florida 33152-4453 TEL: 305-662-8887 FAX: 305-662-8858 WWW.SRS-CONP.COM				
REV.	DATE	BY:	DESCRIPTION					



TYPICAL SECTION SW 103rd AVE.
TRAFFIC CIRCLE N.T.S.

STA. 9+27.75 TO STA. 9+63.00
STA. 10+37.00 TO STA. 10+72.40

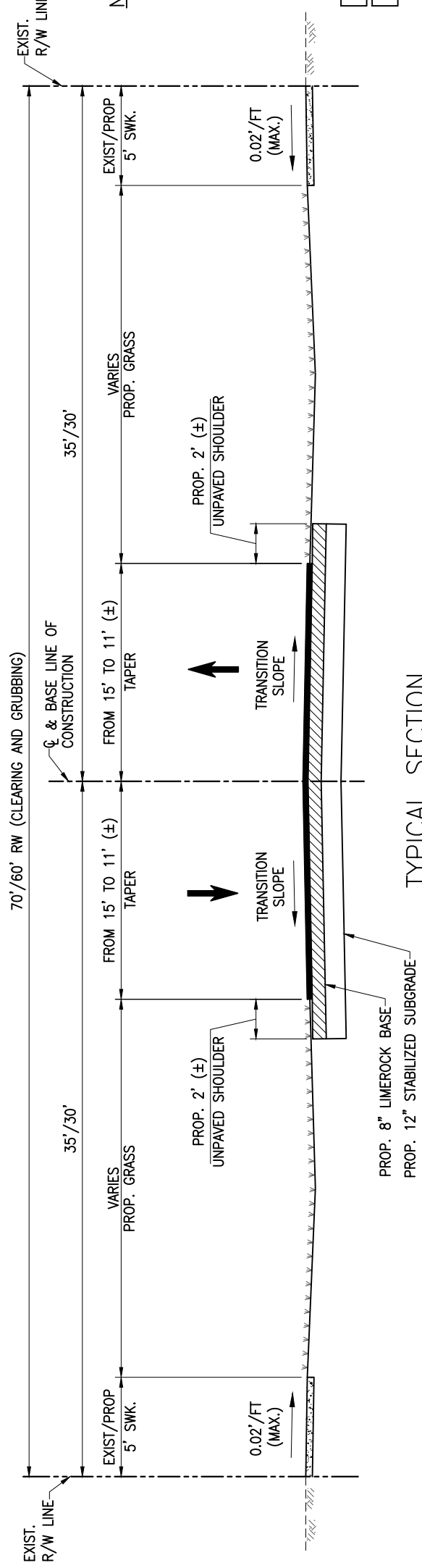
NEW PAVEMENT:

- 2 LIFTS: (1") SP-9.5 (1") FC-9.5 ASPHALTIC CONC.
- 8" MIN. BASE COURSE COMPACTED TO MIN. 98% (MODIFIED PROCTOR) MIN. LBR=100 PER AASHTO T-180)
- 12" STABILIZED SUBBASE, COMPACTED TO MIN. 98%, MIN. LBR=40, PER AASHTO T-180

DESIGN SPEED 20 MPH
POSTED SPEED 15 MPH

SIDEWALK TYPICAL NOTE:

1. REFER TO SHEET C-5 TO LOCATE THE CURRENT SIDEWALK THAT NEEDS TO BE REPLACED WITH 6" THICK CONC. SIDEWALK



TYPICAL SECTION

SW 200th ST (70' R/W) & SW 103rd AVE (60' R/W) N.T.S.

STA. 9+00 TO STA. 9+27.75
STA. 10+72.40 TO STA. 11+00
STA. 19+00 TO STA. 19+35.19

NEW PAVEMENT:

- 2 LIFTS: (1") SP-9.5 (1") FC-9.5 ASPHALTIC CONC.
- 8" MIN. BASE COURSE COMPACTED TO MIN. 98% (MODIFIED PROCTOR) MIN. LBR=100 PER AASHTO T-180)
- 12" STABILIZED SUBBASE, COMPACTED TO MIN. 98%, MIN. LBR=40, PER AASHTO T-180

DESIGN SPEED 20 MPH
POSTED SPEED 15 MPH

REV.	DATE	BY:	DESCRIPTION

DESIGNED BY: C.B.
DRAWN BY: C.B.
CHECKED BY: J.C.F.
DATE: 10/24/2023

SRS
ENGINEERING, INC.
CONSULTING ENGINEERS

5001 Southwest 74th Court, Suite 201
Miami, Florida 33152-4453
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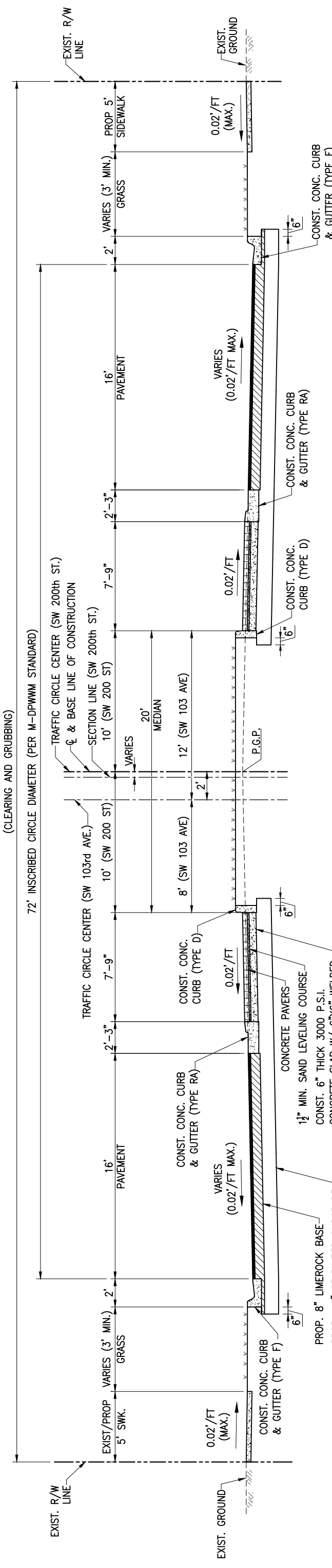
Cutler Bay
FLORIDA
INCORPORATED 1988

CUTLER BAY TOWN HALL
10720 CARIBBEAN BOULEVARD
CUTLER BAY, FL 33189
PHONE: (305) 234-4262
FAX: (305) 234-4251

TRAFFIC CIRCLE AT SW 200th STREET AND SW 103rd AVENUE

TYPICAL SECTION

SCALE: AS SHOWN
PROJECT NO.: 2303
DWG. NO.:
SHEET: C-4.1



TYPICAL SECTION TRAFFIC CIRCLE N.T.S.

STA. 20+02 @ 0.00' (SW 200th ST.)
 STA. 10+00 @ 2.00' RT. (SW 103rd AVE)

DESIGN SPEED 20 MPH
 POSTED SPEED 15 MPH

NEW PAVEMENT:

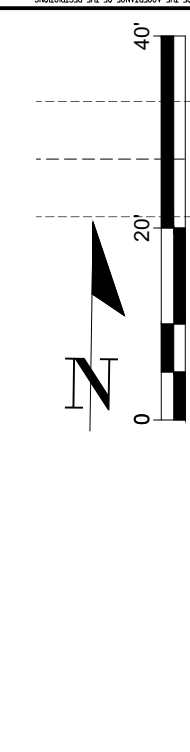
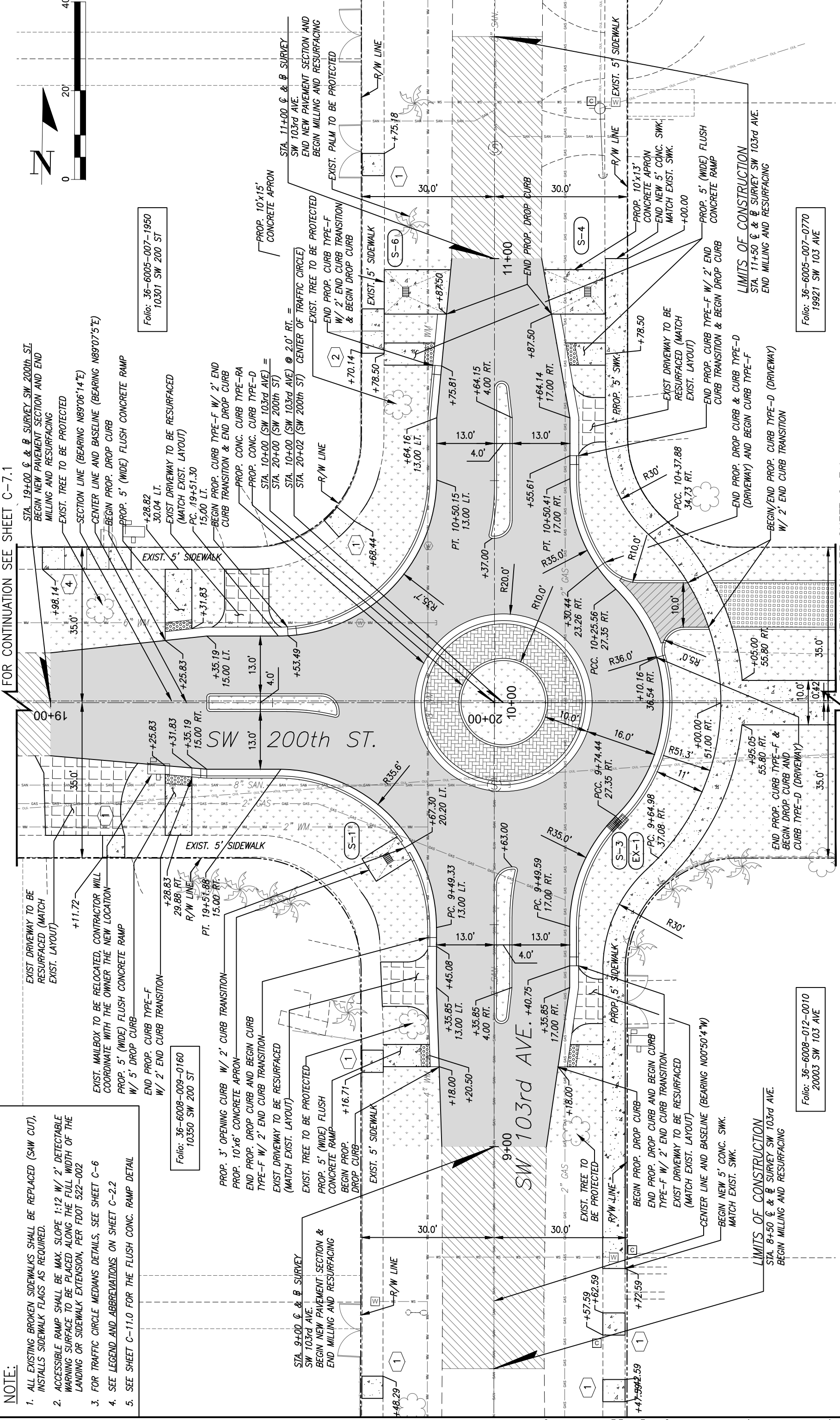
- 2 LIFTS: (1") SP-9.5 (1") FC-9.5 ASPHALTIC CONC.
- 8" MIN. BASE COURSE COMPACTED TO MIN. 98% (MODIFIED PROCTOR)
- MIN. LBR=100 PER AASHTO T-180
- 12" STABILIZED SUBBASE, COMPACTED TO MIN. 98%, MIN. LBR=40, PER AASHTO T-180

SIDEWALK TYPICAL NOTE:

1. REFER TO SHEET C-5 TO LOCATE THE CURRENT SIDEWALK THAT NEEDS TO BE REPLACED WITH 6" THICK CONC. SIDEWALK

REV.	DATE	BY:	DESCRIPTION	CUTLER BAY TOWN HALL 10720 CARIBBEAN BOULEVARD CUTLER BAY, FL 33189 PHONE: (305) 234-4262 FAX: (305) 234-4251			
DESIGNED BY:	C.B.	DRAWN BY:	C.B.				
CHECKED BY:	J.C.F.	DATE:	10/24/2023				
				5001 Southwest 74th Court, Suite 201 Miami, Florida 33155-4453 TEL: 305-662-8887, FAX: 305-662-8858 WWW.SRS-CON.COM			
				EB-00007317			
				SCALE: AS SHOWN PROJECT NO.: 2303 DWG. NO.: SHEET: C-4.2			
				TYPICAL SECTION			
				TRAFFIC CIRCLE AT SW 200th STREET AND SW 103rd AVENUE			

- NOTE:**
1. ALL EXISTING BROKEN SIDEWALKS SHALL BE REPLACED (SAW CUT), INSTALLS SIDEWALK FLAGS AS REQUIRED.
 2. ACCESSIBLE RAMP SHALL BE MAX. SLOPE 1:12 W/ 2' DETECTABLE WARNING SURFACE TO BE PLACED ALONG THE FULL WIDTH OF THE LANDING OR SIDEWALK EXTENSION, PER FDOT 522-002
 3. FOR TRAFFIC CIRCLE MEDIANS DETAILS, SEE SHEET C-6
 4. SEE LEGEND AND ABBREVIATIONS ON SHEET C-2.2
 5. SEE SHEET C-11.0 FOR THE FLUSH CONC. RAMP DETAIL



Folio: 36-6005-007-1950
10301 SW 200 ST

Folio: 36-6008-009-0160
10350 SW 200 ST

Folio: 36-6008-012-0010
20003 SW 103 AVE

Folio: 36-6005-007-0770
19921 SW 103 AVE

DESIGNED BY:	G.B.	SCALE:	AS SHOWN
DRAWN BY:	G.B.	PROJECT NO.:	2303
CHECKED BY:	J.C.F.	DWG. NO.:	SHEET:
DATE:	10/24/2023		C-5
REV.	DATE	BY:	DESCRIPTION



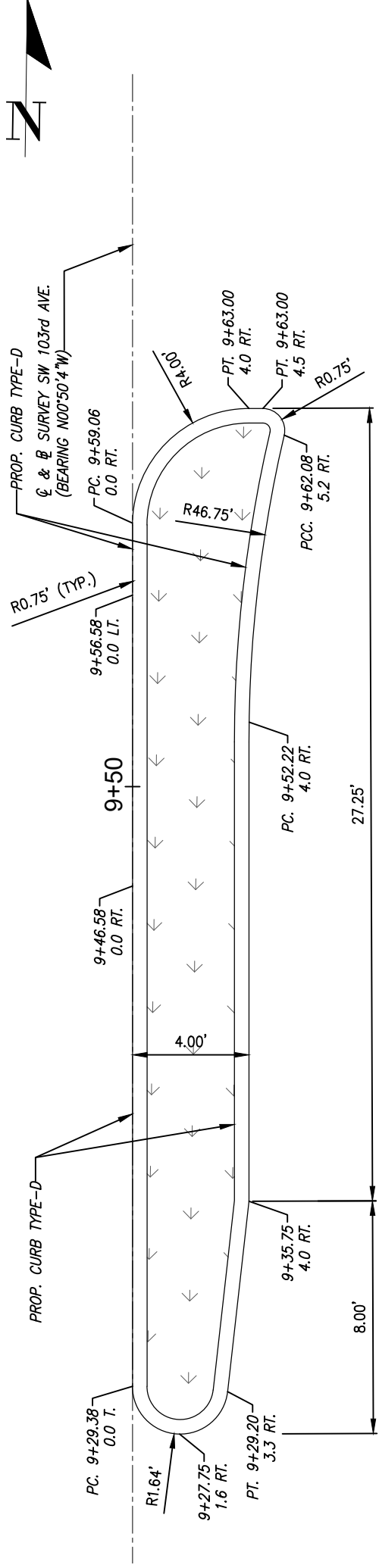
CUTLER BAY
TOWN HALL
10720 CARRIBBEAN
BOULEVARD
CUTLER BAY, FL 33189
PHONE: (305) 234-4262
FAX: (305) 234-4251

TRAFFIC CIRCLE
AT
SW 200th STREET AND
SW 103rd AVENUE

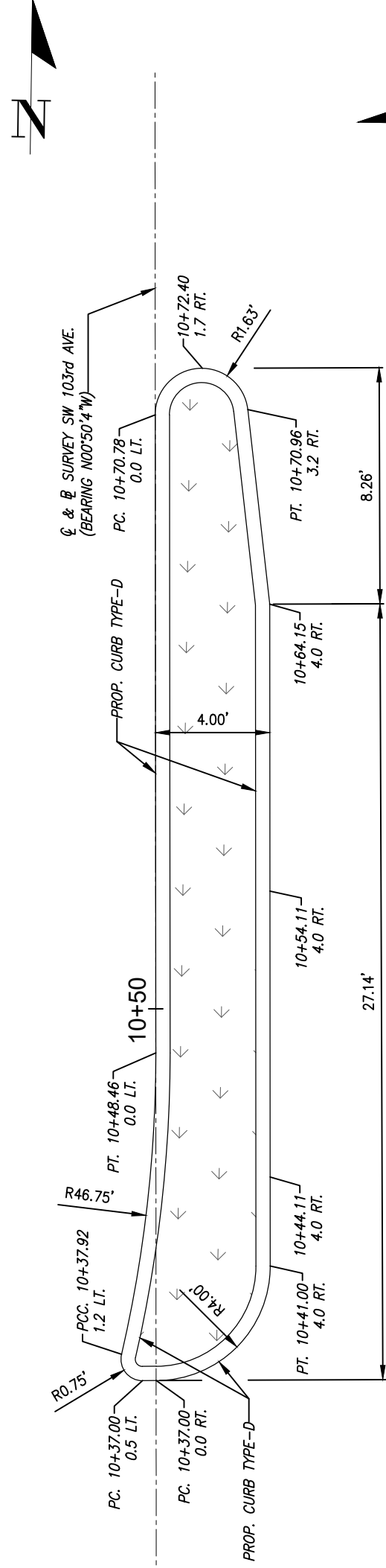
ROADWAY PLAN

NOTE:

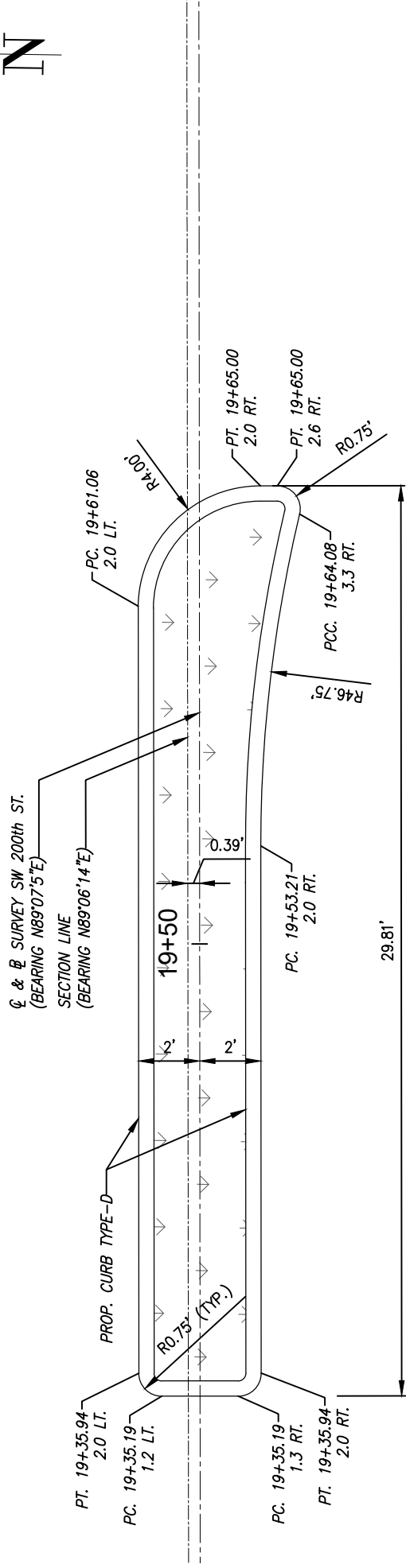
1. REFER TO MIAMI DADE COUNTY PUBLIC WORKS AND WASTE MANAGEMENT TRAFFIC ENGINEERING DIVISION, STANDARD DETAILS "CIRCLE 50' R/W"



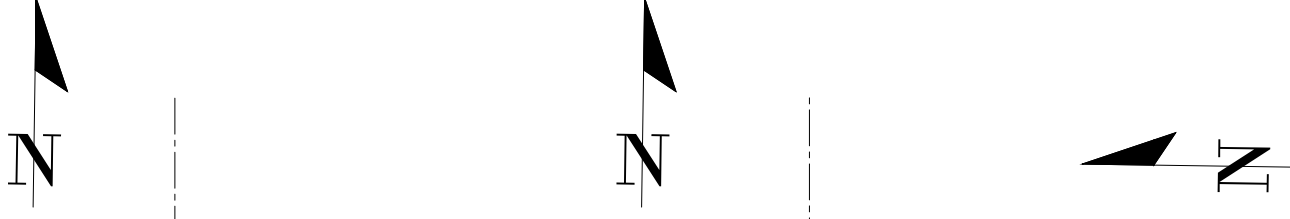
SOUTH MEDIAN DETAIL (SW 103rd AVE.)



NORTH MEDIAN DETAIL (SW 103rd AVE.)



WEST MEDIAN DETAIL (SW 200th ST.)



REV.	DATE	BY:	DESCRIPTION

DESIGNED BY:	O.B.
DRAWN BY:	O.B.
CHECKED BY:	J.C.F.
DATE:	10/24/2023

SRS
 ENGINEERING, INC.
 CONSULTING ENGINEERS
 5001 Southwest 7th Court, Suite 201
 Miami, Florida 33155-4453
 TEL: 305-662-8887, FAX: 305-662-8858
 WWW.SRS-CON.COM

Cutler Bay
 FLORIDA
 INCORPORATED 1988

CUTLER BAY
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 BOULEVARD
 CUTLER BAY, FL 33189
 PHONE: (305) 234-4262
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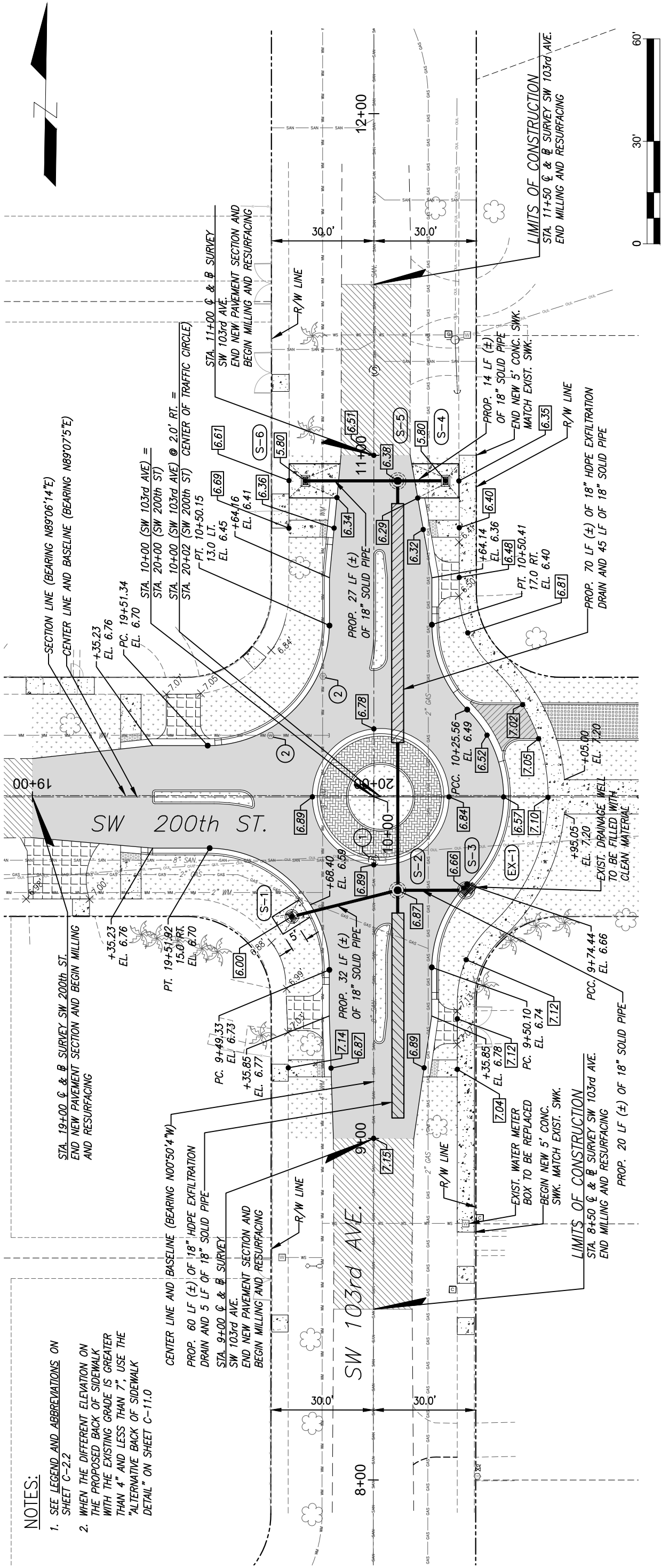
TRAFFIC CIRCLE
 AT
 SW 200th STREET AND
 SW 103rd AVENUE

TRAFFIC CIRCLE
 MEDIANS DETAILS

SCALE:
 AS SHOWN
 PROJECT NO.:
 2303
 DWG. NO.:
 SHEET:
 C-6

NOTES:

1. SEE LEGEND AND ABBREVIATIONS ON SHEET C-2.2
2. WHEN THE DIFFERENT ELEVATION ON THE PROPOSED BACK OF SIDEWALK WITH THE EXISTING GRADE IS GREATER THAN 4" AND LESS THAN 7", USE THE "ALTERNATIVE BACK OF SIDEWALK DETAIL" ON SHEET C-11.0



REV.	DATE	BY:	DESCRIPTION
10			
8			
6			
4			

STATION	EG.	FG.
8+00	EG. 7.28	FG. 7.23
8+10	EG. 7.18	FG. 7.13
8+20	EG. 7.15	FG. 7.10
8+30	EG. 7.15	FG. 7.10
8+40	EG. 7.15	FG. 7.10
8+50	EG. 7.15	FG. 7.10
8+60	EG. 7.17	FG. 7.12
8+70	EG. 7.07	FG. 7.02
8+80	EG. 6.99	FG. 6.94
8+90	EG. 7.07	FG. 7.02
8+100	EG. 6.96	FG. 6.91
8+200	EG. 6.83	FG. 6.78
8+300	EG. 7.02	FG. 6.97
8+400	EG. 6.84	FG. 6.79
8+500	EG. 6.75	FG. 6.70
8+600	EG. 6.84	FG. 6.79
8+700	EG. 6.71	FG. 6.66
8+800	EG. 6.67	FG. 6.62
8+900	EG. 6.51	FG. 6.46
8+1000	EG. 6.51	FG. 6.46
8+1100	EG. 6.60	FG. 6.55
8+1200	EG. 6.59	FG. 6.54
8+1300	EG. 6.60	FG. 6.55
8+1400	EG. 6.51	FG. 6.46
8+1500	EG. 6.48	FG. 6.43
8+1600	EG. 6.36	FG. 6.31
8+1700	EG. 6.19	FG. 6.14
8+1800	EG. 6.19	FG. 6.14
8+1900	EG. 6.19	FG. 6.14

SCALE: 1"=30' (HOR.)
 1"=3' (VER.)

DESIGNED BY:	SEAL:
C.B.	
DRAWN BY:	
C.B.	
CHECKED BY:	
J.C.F.	
DATE:	10/24/2023

TRAFFIC CIRCLE AT SW 200th STREET AND SW 103rd AVENUE

SW 103rd AVE. GRADING AND DRAINAGE PLAN & PROFILE

SCALE: AS SHOWN
 PROJECT NO.: 2303
 DWG. NO.:
 SHEET: C-7.0

5001 Southeast 7th Court, Suite 201
 Miami, Florida 33155-4453
 TEL: 305-662-8887, FAX: 305-662-8858
 WWW.SRS-CONV.COM

CUTLER BAY TOWN HALL
 10720 CARIBBEAN BOULEVARD
 CUTLER BAY, FL 33189
 PHONE: (305) 234-4262
 FAX: (305) 234-4251

NOTES:

1. SEE LEGEND AND ABBREVIATIONS ON SHEET C-2.2
2. WHEN THE DIFFERENT ELEVATION ON THE PROPOSED BACK OF SIDEWALK WITH THE EXISTING GRADE IS GREATER THAN 4" AND LESS THAN 7", USE THE "ALTERNATIVE BACK OF SIDEWALK DETAIL" ON SHEET C-11.0
3. REMOVE EXISTING PAVEMENT (ASPHALT), FENCE, GATES GUARDRAIL, AND SIGNS ALONG EAST SIDE OF SW 200th ST UP TO STATION 21+37.76
4. ACCESS TO THE PEDESTRIAN BRIDGE (PEDESTRIAN, BICYCLES & WHEELCHAIRS) TO BE KEPT OPEN DURING CONSTRUCTION.

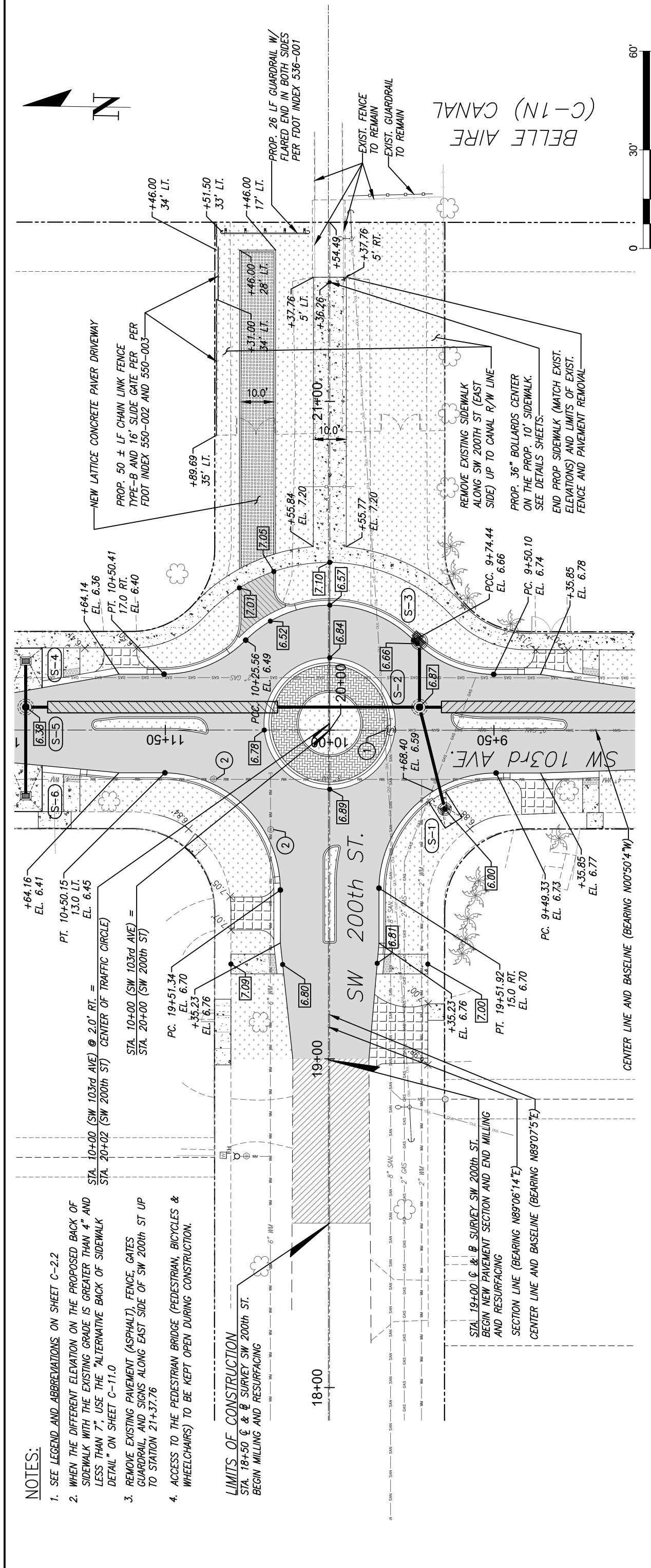
LIMITS OF CONSTRUCTION

STA. 18+50 @ SURVEY SW 200th ST. BEGIN MILLING AND RESURFACING

STA. 19+00 @ BEGIN NEW PAVEMENT SECTION AND END MILLING AND RESURFACING

SECTION LINE (BEARING N89°06'14"E)

CENTER LINE AND BASELINE (BEARING N89°07'5"E)



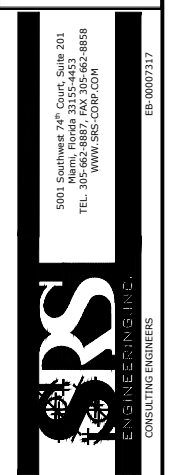
REV.	DATE	BY:	DESCRIPTION
10			
8			
6			
4			

SCALE:	AS SHOWN
PROJECT NO.:	2303
DWG. NO.:	SHEET: C-7.1

STATION	22+00	21+00	20+00	19+00	18+00
ELEVATION (EG.)	6.99	7.09	7.03	7.02	7.14
FINISHED GRADE (FG.)	6.99	7.09	7.03	7.02	7.14
PROFILES	EG. 6.99	EG. 7.09	EG. 7.03	EG. 7.02	EG. 7.14
TRANSITION			35' TRANSITION FROM PROP. E.O.P. TO EXIST. E.O.P.		
PROFILE GRADE			EXIST. GRADE ALONG PGL		
GRADE			100 LF. ± @ -0.35%		
STA. 19+00.00	EL. 7.18	STA. 20+00.00	EL. 6.83		

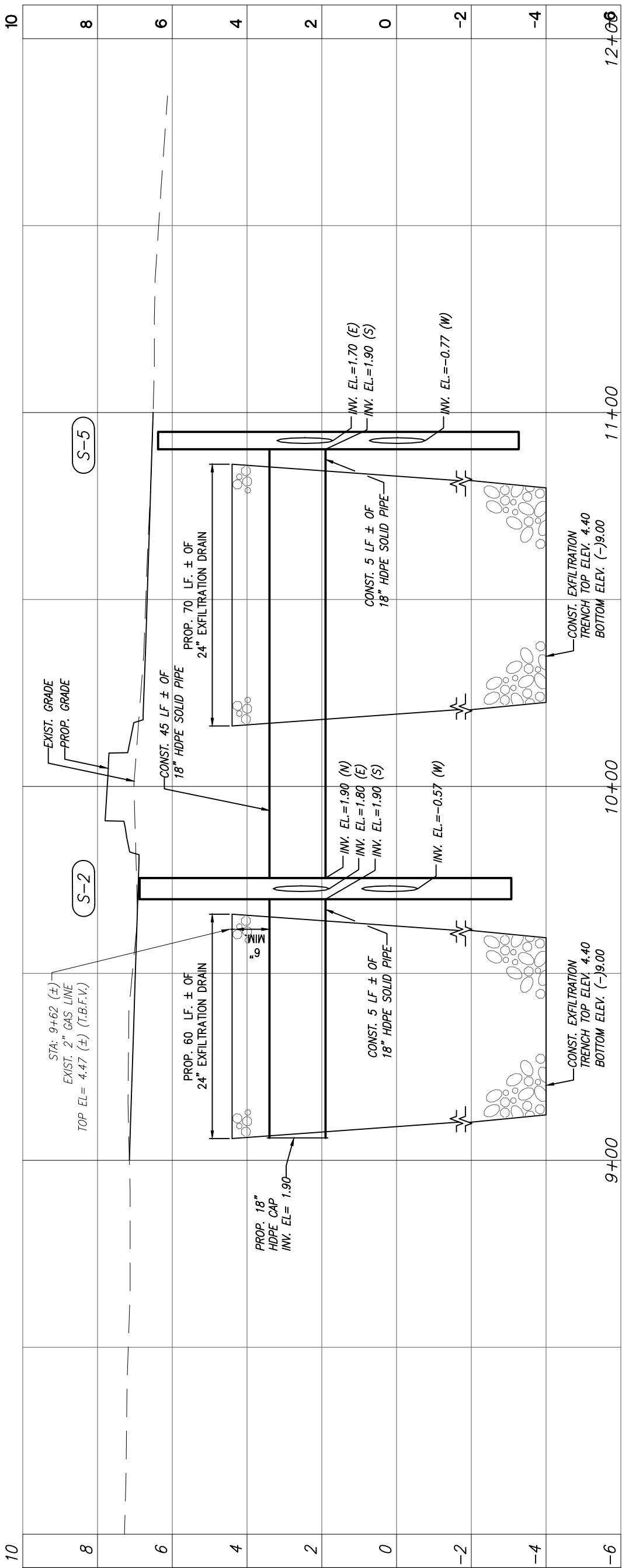


CUTLER BAY TOWN HALL
10720 CARRIBBEAN BOULEVARD
CUTLER BAY, FL 33189
PHONE: (305) 234-4262
FAX: (305) 234-4251



DESIGNED BY: C.B.
DRAWN BY: C.B.
CHECKED BY: J.C.F.
DATE: 10/24/2023

5001 Southwest 74th Court, Suite 201
Miami, Florida 33155-4453
TEL: 305-662-8887, FAX: 305-662-8858
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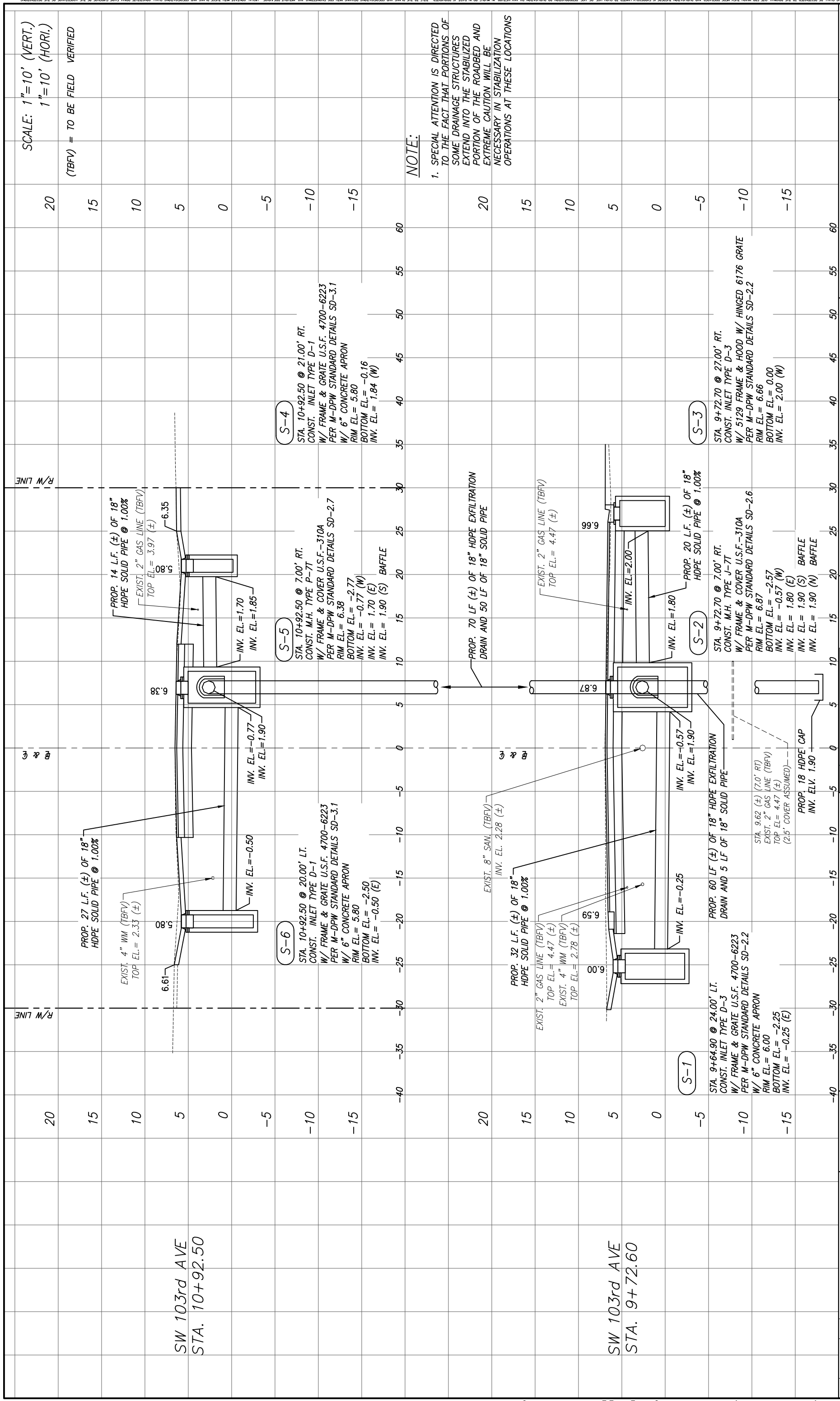


DRAINAGE PROFILE "SW 103rd AVE"

SCALE: 1"=30' (HOR.)
 1"=3' (VER.)


DESIGNED BY: O.B.	SEAL:	 5001 Southwest 74th Court, Suite 201 Miami, Florida 33155-4453 TEL: 305-662-8887, FAX: 305-662-8858 WWW.SR3-CONP.COM	 INCORPORATED 1988 CUTLER BAY TOWN HALL 10720 CARIBBEAN BOULEVARD CUTLER BAY, FL 33189 PHONE: (305) 234-4262 FAX: (305) 234-4251	TRAFFIC CIRCLE AT SW 200th STREET AND SW 103rd AVENUE	DRAINAGE PROFILE
DRAWN BY: O.B.	PROJECT NO.: 2303				
CHECKED BY: J.C.F.	DWG. NO.:				
DATE: 10/24/2023	SHEET: C-8				
REV.	DATE	BY:	DESCRIPTION		

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SCALE: 1"=10' (VERT.)
1"=10' (HORI.)
(TBFV) = TO BE FIELD VERIFIED

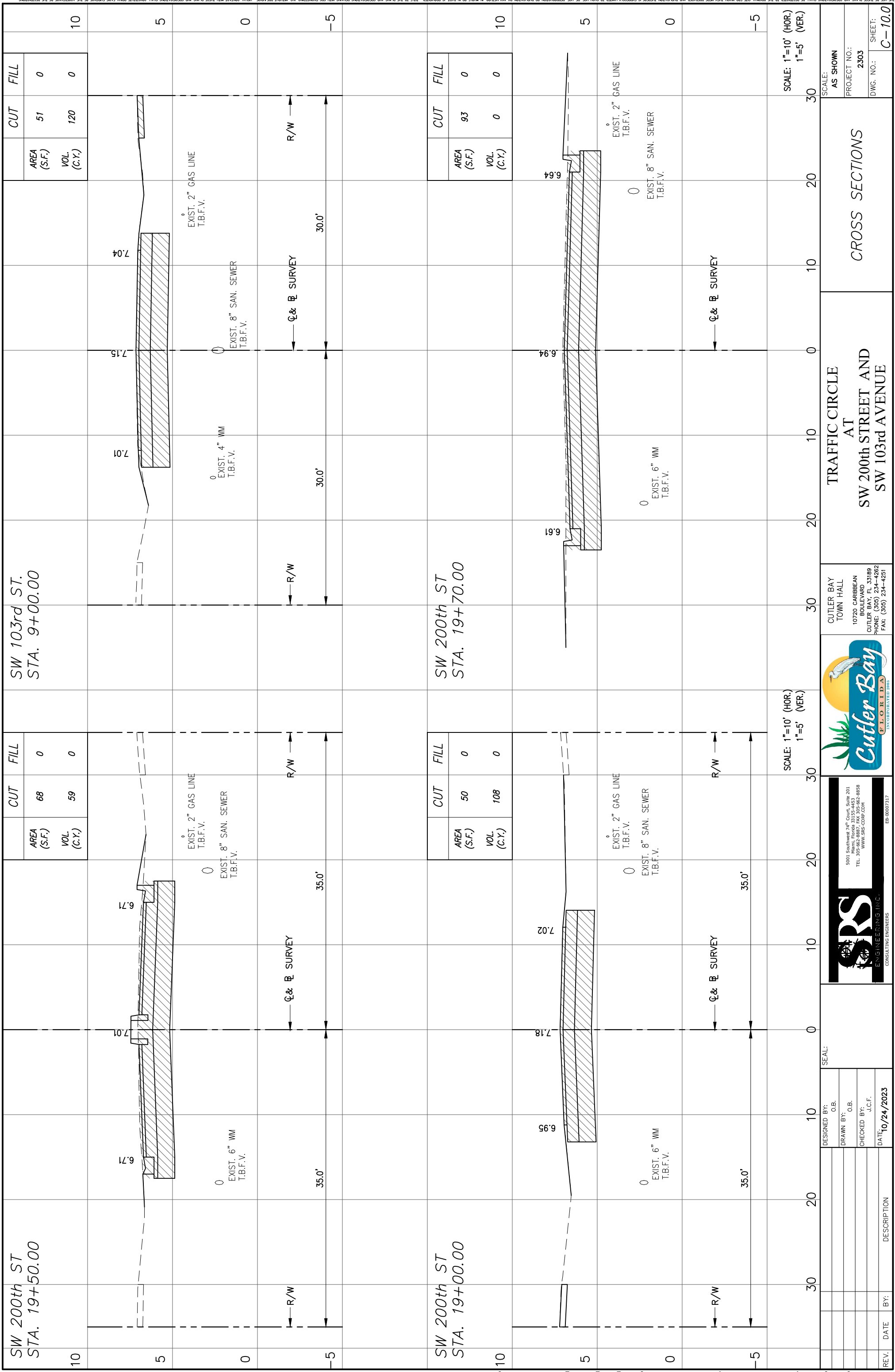
DESIGNED BY: O.B.	TRAFFIC CIRCLE AT SW 200th STREET AND SW 103rd AVENUE	 <p>CUTLER BAY TOWN HALL 10720 CARIBBEAN BOULEVARD CUTLER BAY, FL 33189 PHONE: (305) 234-4262 FAX: (305) 234-4251</p>	SCALE: AS SHOWN
DRAWN BY: O.B.	DRAINAGE CROSS SECTION		PROJECT NO.: 2303
CHECKED BY: J.C.F.			DWG. NO.:
DATE: 10/24/2023			SHEET: C-9



SRS
ENGINEERING, INC.
CONSULTING ENGINEERS

5001 Southeast 74th Court, Suite 201
Miami, Florida 33155-4453
TEL: 305-662-8887, FAX: 305-662-8858
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EB-00007317



CRS
ENGINEERING, INC.
CONSULTING ENGINEERS

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Miami, Florida 33155-4453
TEL: 305-662-8887, FAX: 305-662-8858
WWW.CRS-CON.COM

DESIGNED BY: C.B.
DRAWN BY: C.B.
CHECKED BY: J.C.F.
DATE: 10/24/2023

REV.	DATE	BY:	DESCRIPTION

SEAL:

CUTLER BAY TOWN HALL
10720 CARIBBEAN BOULEVARD
CUTLER BAY, FL 33189
PHONE: (305) 234-4262
FAX: (305) 234-4251

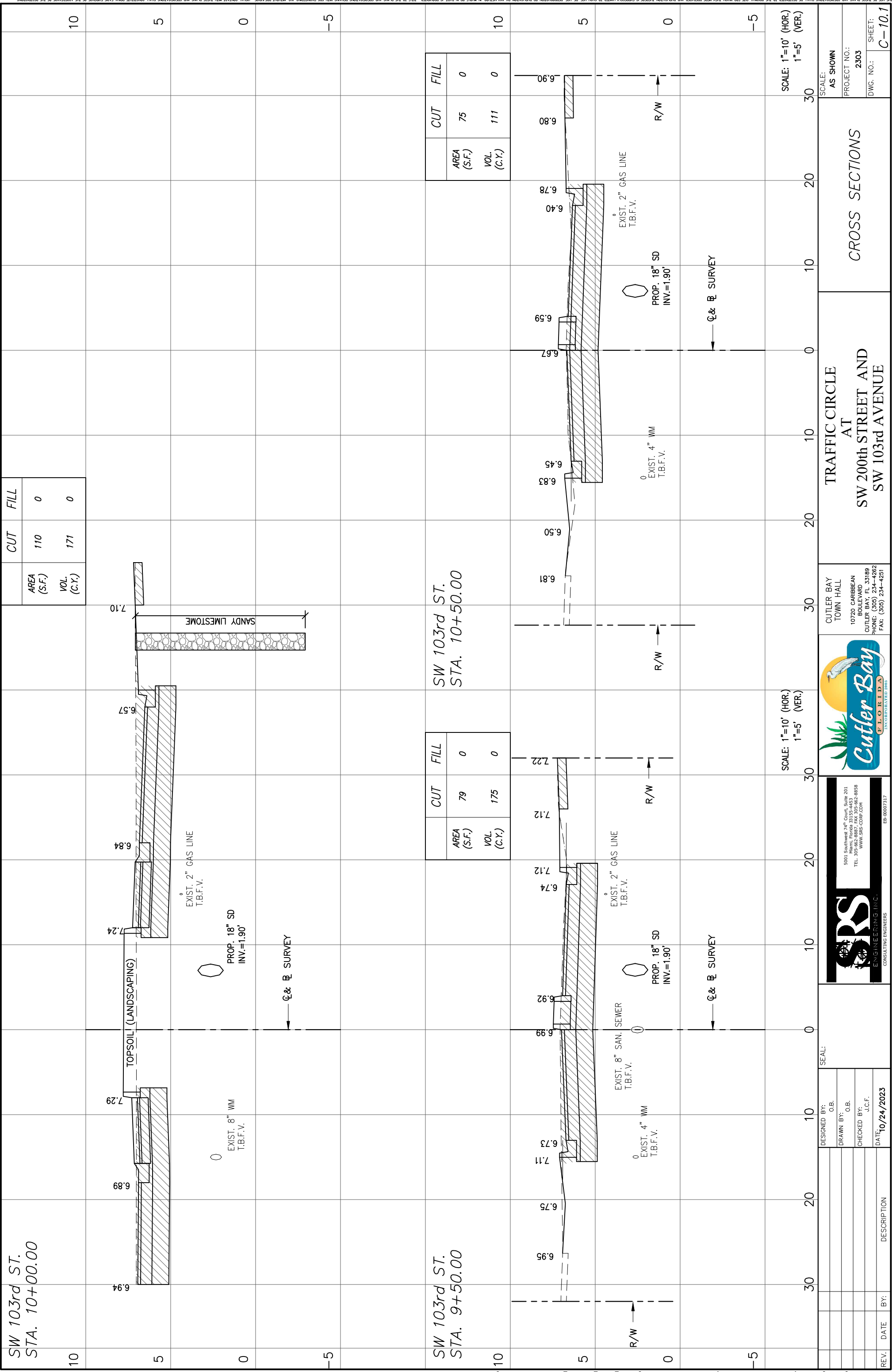
TRAFFIC CIRCLE AT
SW 200th STREET AND
SW 103rd AVENUE

CROSS SECTIONS

SCALE: 1"=10' (HOR.)
1"=5' (VER.)

SCALE: AS SHOWN
PROJECT NO.: 2303
DWG. NO.:
SHEET: C-10.0

I:\Projects\2023\2303 - Cutler Bay - Traffic Roundabout\Design\2303 - PAGE 10-0-10-2 - CROSS SECTION.dwg - Plot Date: 10/24/23
 I:\Projects\2023\2303 - Cutler Bay - Traffic Roundabout\Design\2303 - PAGE 10-0-10-2 - CROSS SECTION.dwg - Plot Date: 10/24/23
 I:\Projects\2023\2303 - Cutler Bay - Traffic Roundabout\Design\2303 - PAGE 10-0-10-2 - CROSS SECTION.dwg - Plot Date: 10/24/23



CROSS SECTIONS

TRAFFIC CIRCLE AT SW 200th STREET AND SW 103rd AVENUE

CUTLER BAY TOWN HALL
10720 CARIBBEAN BOULEVARD
CUTLER BAY, FL 33189
PHONE: (305) 234-4262
FAX: (305) 234-4251

Cutler Bay
FLORIDA INCORPORATED 1988

5001 Southwest 74th Court, Suite 201
Miami, Florida 33155-4453
TEL: 305-662-8887, FAX: 305-662-8858
WWW.SRS-CON.COM

SRS
ENGINEERING, INC.
CONSULTING ENGINEERS
EB-00007317

DESIGNED BY: C.B.
DRAWN BY: C.B.
CHECKED BY: J.C.F.
DATE: 10/24/2023

SCALE: 1"=10' (HOR.)
1"=5' (VER.)

SCALE: 1"=10' (HOR.)
1"=5' (VER.)

SCALE: 1"=10' (HOR.)
1"=5' (VER.)

REV. DATE BY: DESCRIPTION

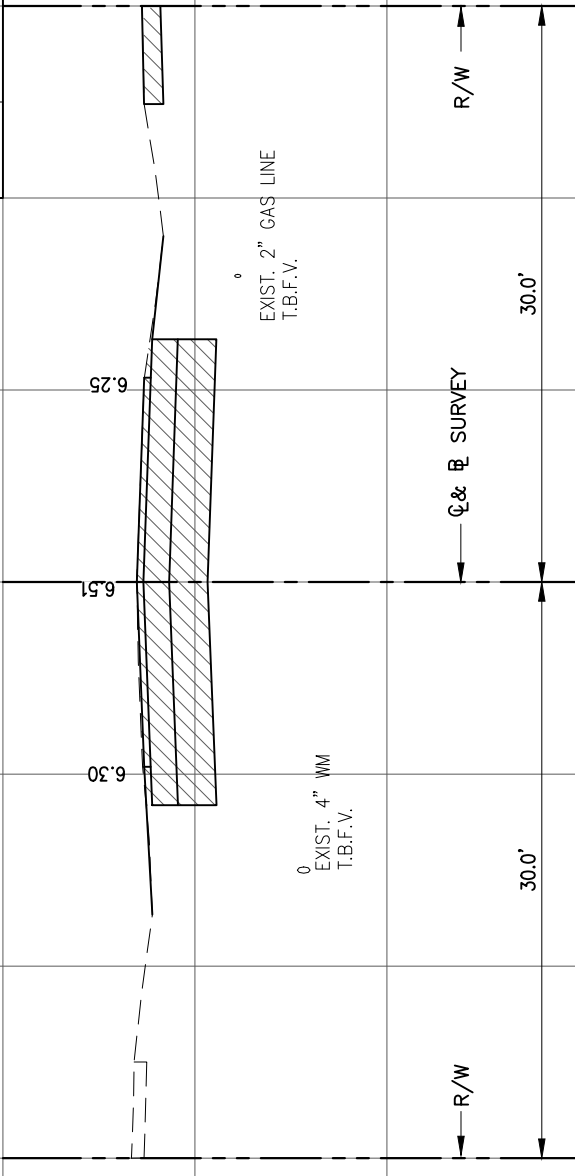
PROJECT NO.: 2303
DWG. NO.:
SHEET: C-10.1

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ITB #24-04

SW 103rd ST.
STA. 11+00.00

AREA (S.F.)	CUT	FILL
45	45	0
VOL. (C.Y.)		
0	0	0



SCALE: 1"=10' (HOR.)
1"=5' (VER.)

SCALE: 1"=10' (HOR.)
1"=5' (VER.)

DESIGNED BY: C.B.
DRAWN BY: C.B.
CHECKED BY: J.C.F.
DATE: 10/24/2023

SEAL:

SRS
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CONSULTING ENGINEERS

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TEL: 305-662-8887, FAX: 305-662-8858
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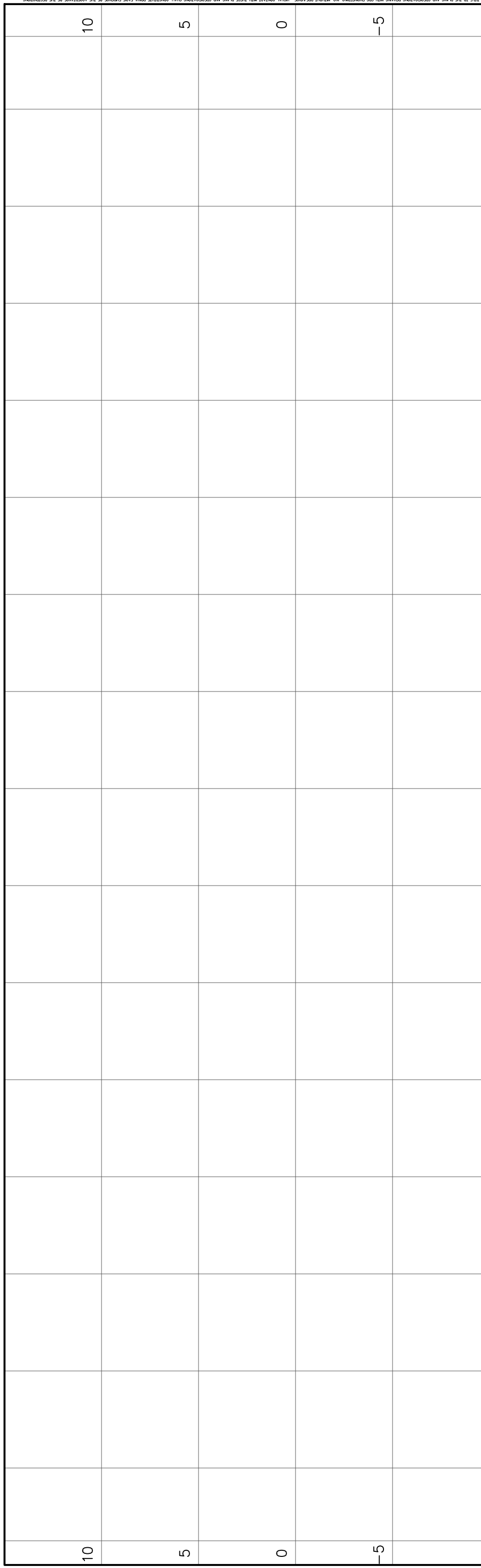
EB-00007317

CUTLER BAY
TOWN HALL
10720 CARIBBEAN
BOULEVARD
CUTLER BAY, FL 33189
PHONE: (305) 234-4262
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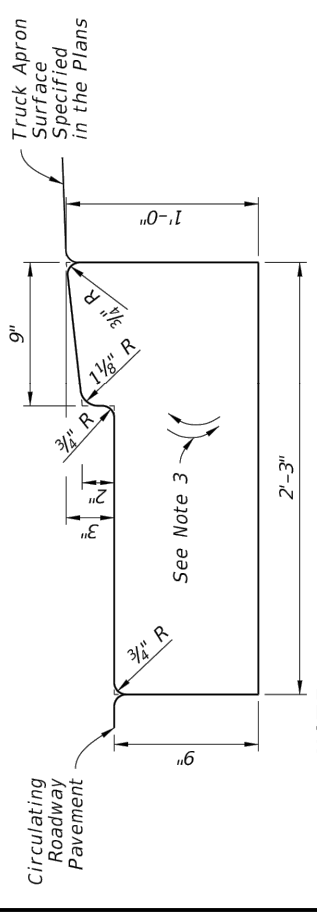
TRAFFIC CIRCLE
AT
SW 200th STREET AND
SW 103rd AVENUE

CROSS SECTIONS

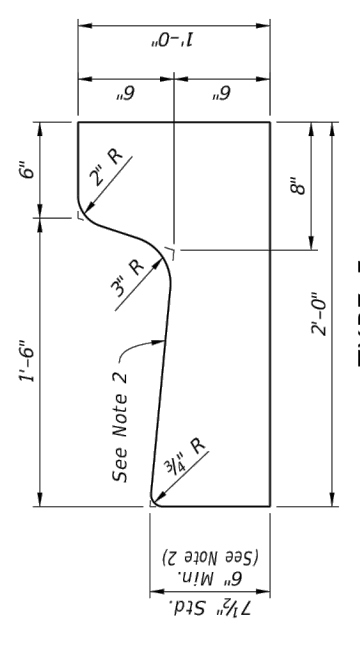
SCALE: AS SHOWN
PROJECT NO.: 2303
DWG. NO.:
SHEET: C-10.2



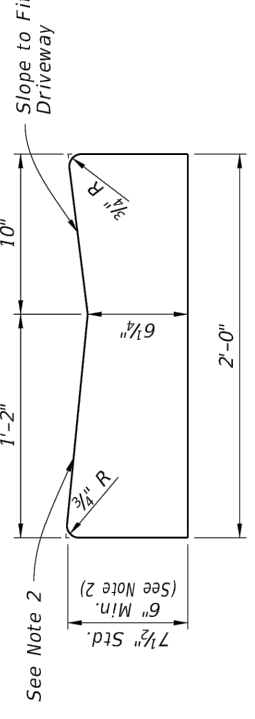
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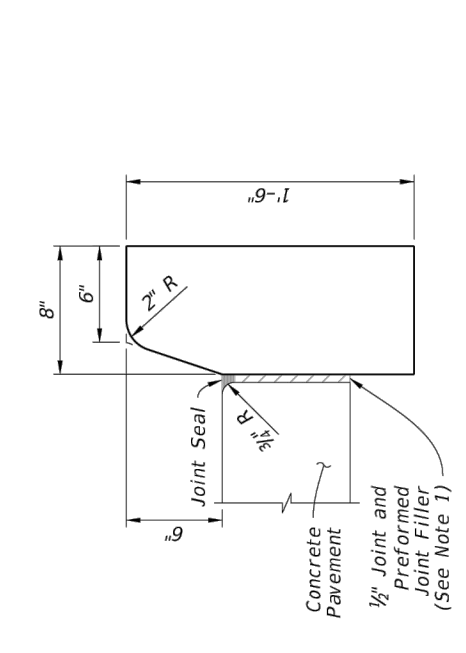
NOTE: Traffic Bearing Sections for use in Roundabout Central Island Construction.



TYPE RA



TYPE F



TYPE D

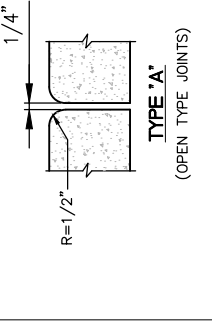
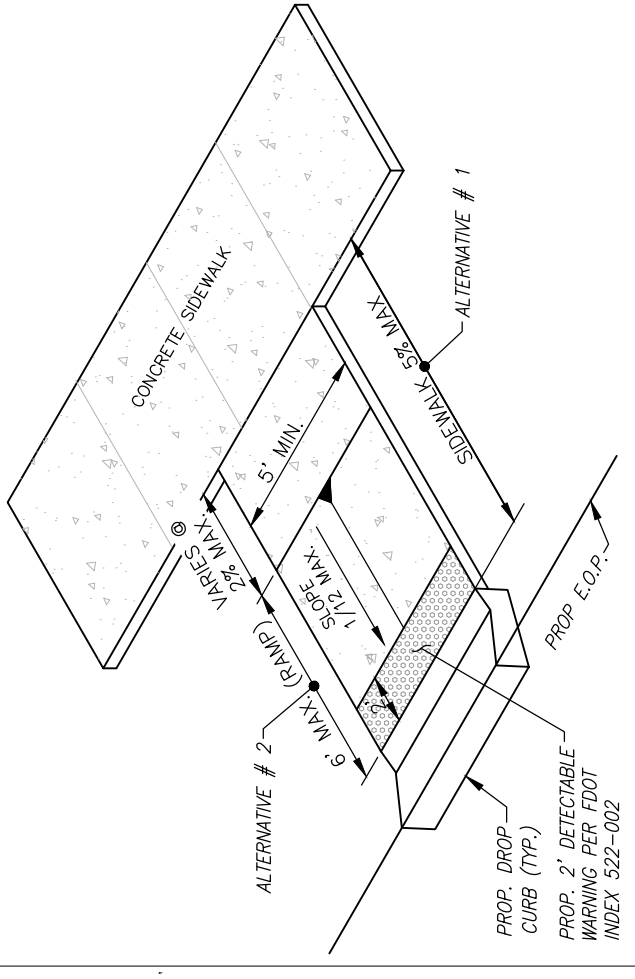
NOTE: For use adjacent to concrete or flexible pavement, concrete shown.

CURB AND GUTTER
FDOT INDEX 520-001

N.T.S.

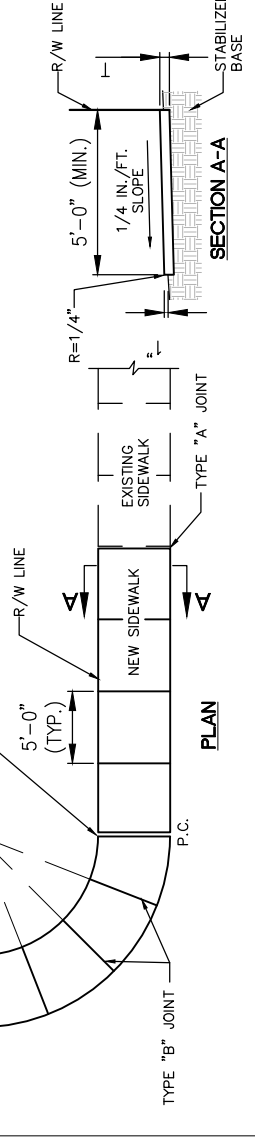
ACCESSIBILITY FLUSH RAMP/SIDEWALK

N.T.S.



EXPANSION JOINTS SHALL BE (WHERE APPLICABLE):
AT EVERY 20'-0" O.C. AND AT EVERY SIDEWALK CHANGING DIRECTION

CONTROL/SAWED JOINTS SHALL BE (WHERE APPLICABLE):
AT EVERY 5' FOR 5' WIDE SIDEWALK, AT EVERY 8' FOR 8' WIDE SIDEWALK, AT EVERY 9'-4" FOR 10'-6" WIDE SIDEWALK



CONCRETE SIDEWALK

N.T.S.

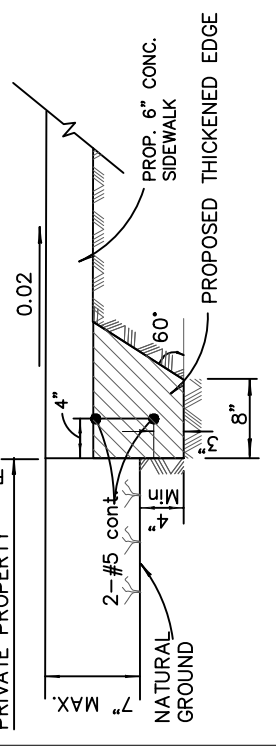
TABLE OF SIDEWALK THICKNESS 'T'	
LOCATION	'T'
RESIDENTIAL AREAS	6"
AT DRIVEWAYS AND OTHER AREAS	6"

TABLE OF SIDEWALK JOINTS	
TYPE	LOCATION
'A'	P.C. AND P.T. OF CURVES, JUNCTION OF EXISTING AND NEW SIDEWALKS.
'B'	5'-0" CENTER TO CENTER ON SIDEWALKS
'C'	* WHERE SIDEWALK ABUTS CONCRETE CURBS, DRIVEWAYS AND SIMILAR STRUCTURES

* WITH 6"x6"-#10 GALVANIZED MESH

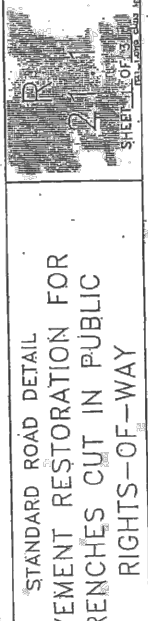
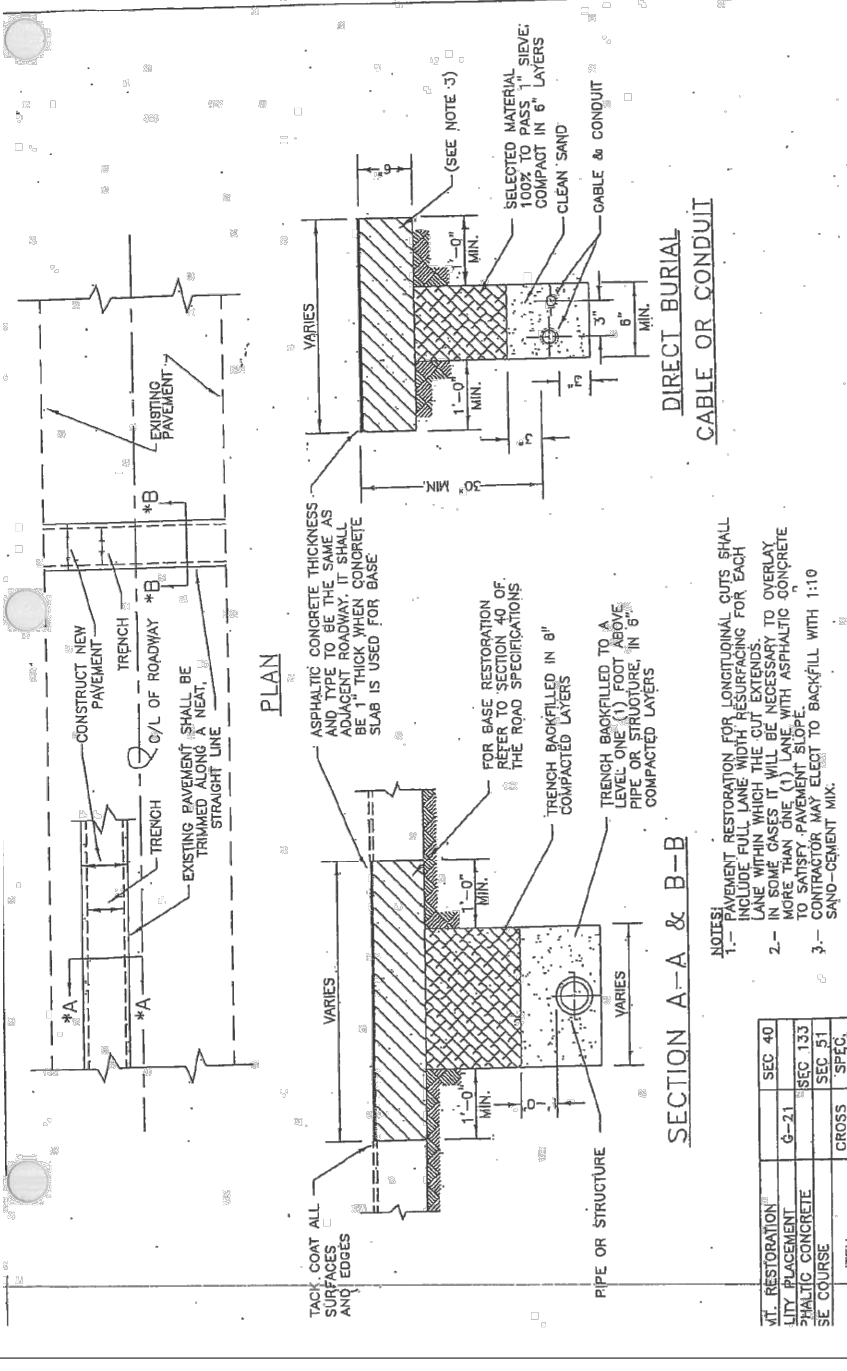
USE THICKENED EDGE SECTION WHEN BACK OF SIDEWALK IS HIGHER THAN 4" FROM NATURAL GROUND.

TO BE INCLUDED IN THE COST OF CONCRETE SIDEWALK, INDEX 522-2



ALTERNATIVE BACK OF SIDEWALK DETAIL

N.T.S.



STANDARD ROAD DETAIL
PAVEMENT RESTORATION FOR TRENCHES CUT IN PUBLIC RIGHTS-OF-WAY

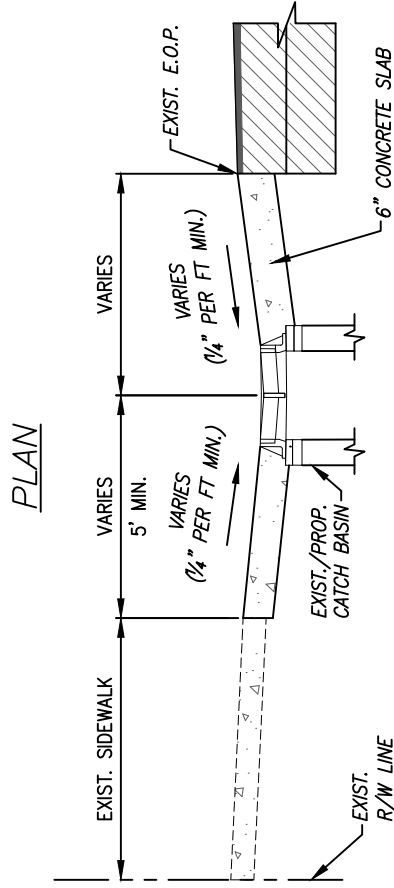
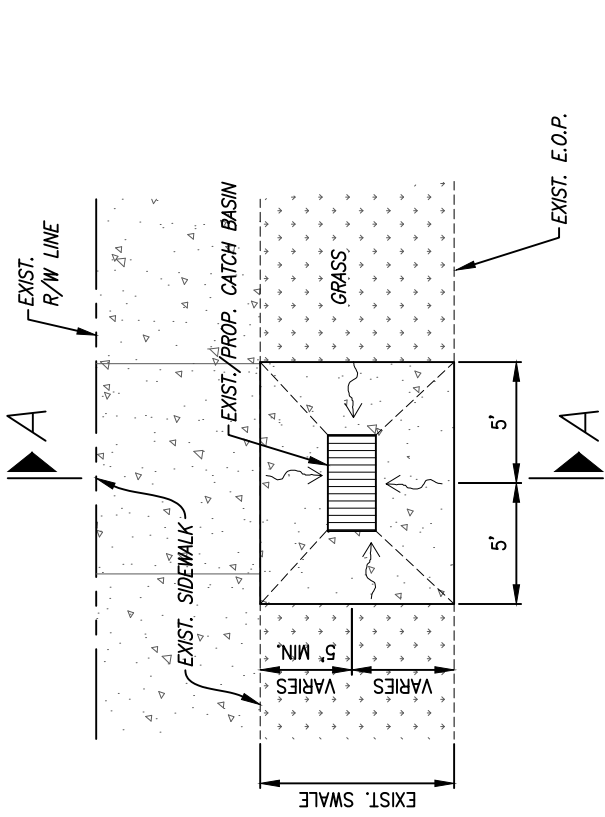
REVISED 5/17/72
7/14/80
6/4/86

APPROVED 6/5/81

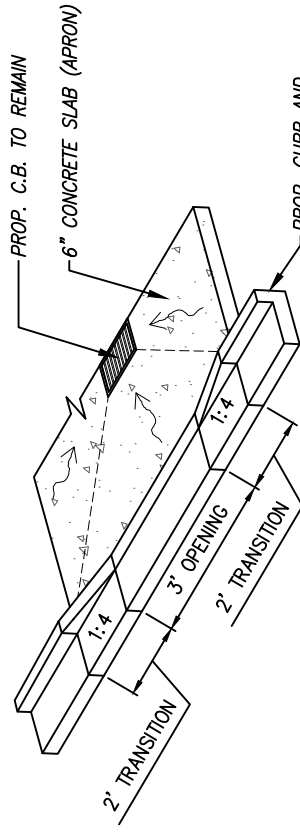
METROPOLITAN DADE COUNTY
PUBLIC WORKS DEPARTMENT

N.T.S.

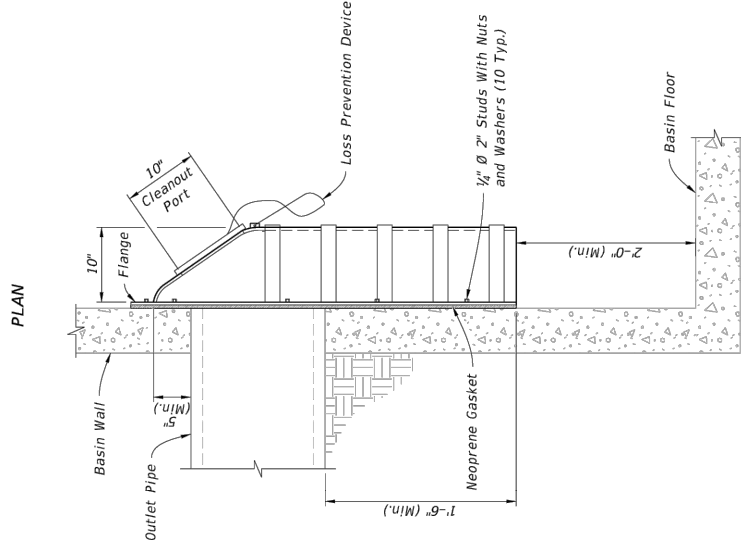
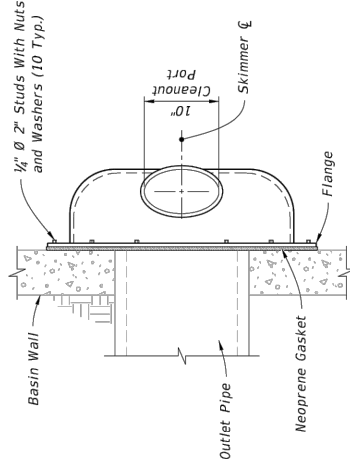
DESIGNED BY: C.B.	SCALE: AS SHOWN	MISCELLANEOUS DETAILS	TRAFFIC CIRCLE AT SW 200th STREET AND SW 103rd AVENUE
DRAWN BY: C.B.	PROJECT NO.: 2303		
CHECKED BY: J.C.F.	DWG. NO.:	CUTLER BAY TOWN HALL 10720 CARIBBEAN BOULEVARD CUTLER BAY, FL 33189 PHONE: (305) 234-4262 FAX: (305) 234-4251	SW 200th STREET AND SW 103rd AVENUE
DATE: 10/24/2023	SHEET: C-11.0		
REV. DATE BY: DESCRIPTION			



6" CONCRETE APRON DETAIL
N.I.S.



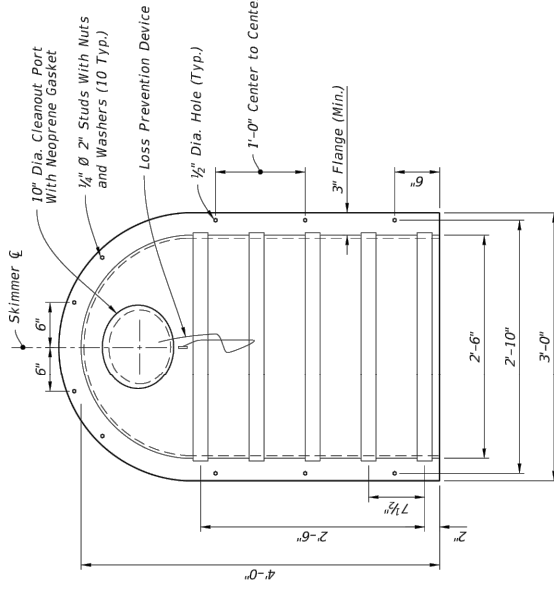
OPEN CURB DETAIL (S-1)
AND TYPICAL END CURB TRANSITION
N.I.S.



SIDE ELEVATION

NOTE:

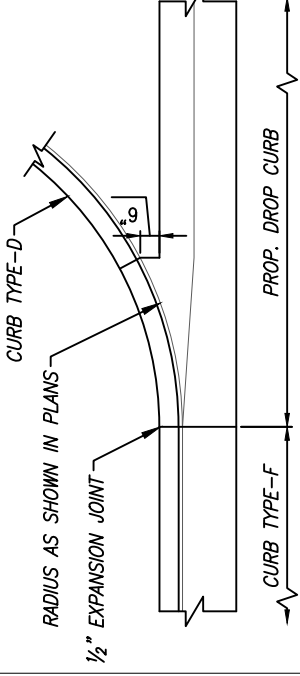
1. Install a gasket for the cleanout with either a threaded screw-in lid or a lid secured by four stainless steel quick-release latches.



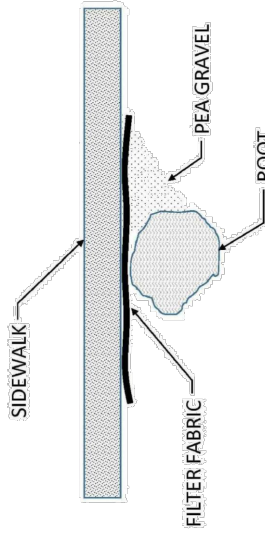
FRONT ELEVATION

TYPE II DETAILS

BAFFLE DETAIL (FDOT INDEX 443-002)
N.I.S.



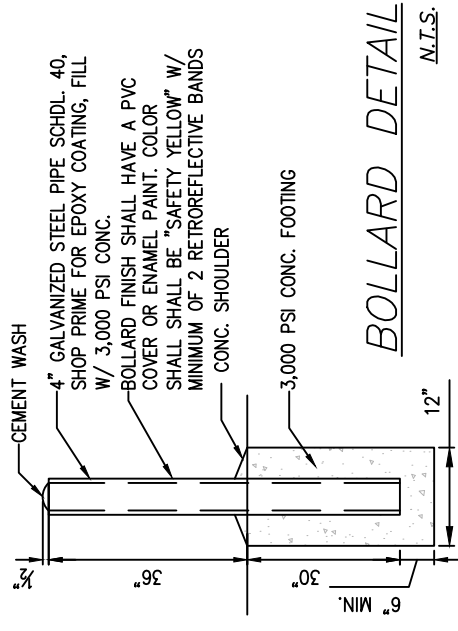
DRIVEWAY TYPICAL CURB
TRANSITION DETAIL
N.I.S.



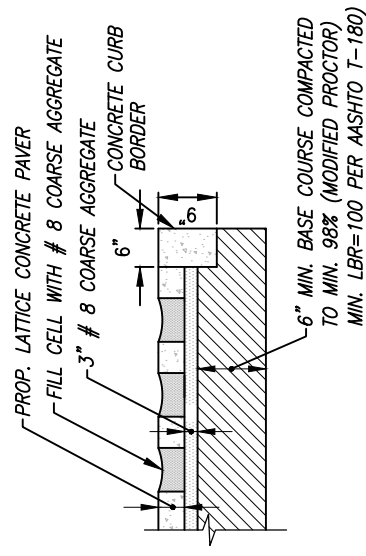
Sidewalk to maintain a standard thickness of 4 inches (6 inches at driveways). Reinforce with #3 welded wire fabric and avoid construction expansion joints within 2 feet of shallow roots. Cover shallow roots with a 2 foot wide section of filter fabric prior to concrete pour. Sidewalk cross slope is not to exceed 2% cross slope and 5% in the direction of travel. Where fill material is necessary adjacent to shallow or exposed roots place 3/8 inch pea gravel (rounded edge).

No cutting or pruning of the root system of street tree without the review and consent of the Public Works Department.

ROOT BARRIER
N.I.S.



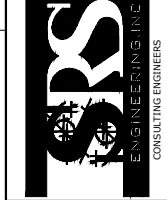
BOLLARD DETAIL
N.I.S.



LATTICE PAVER DRIVEWAY DETAIL
N.I.S.

REV.	DATE	BY:	DESCRIPTION

DESIGNED BY: C.B.
DRAWN BY: C.B.
CHECKED BY: J.C.F.
DATE: 10/24/2023



5001 Southwest 74th Court, Suite 201
Miami, Florida 33155-4453
TEL: 305-662-8887, FAX: 305-662-8858
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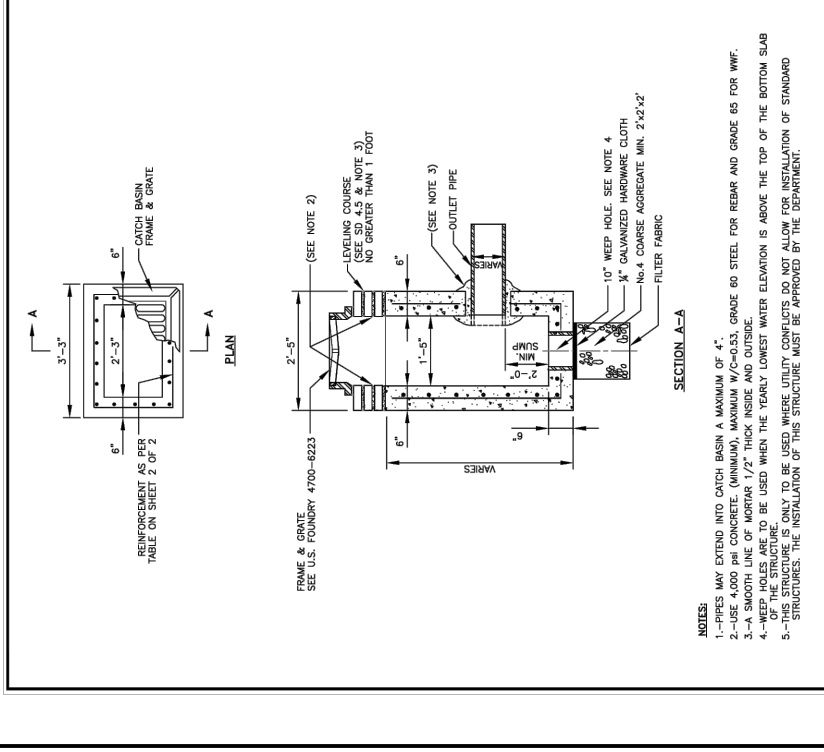


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10720 CARIBBEAN BOULEVARD
CUTLER BAY, FL 33189
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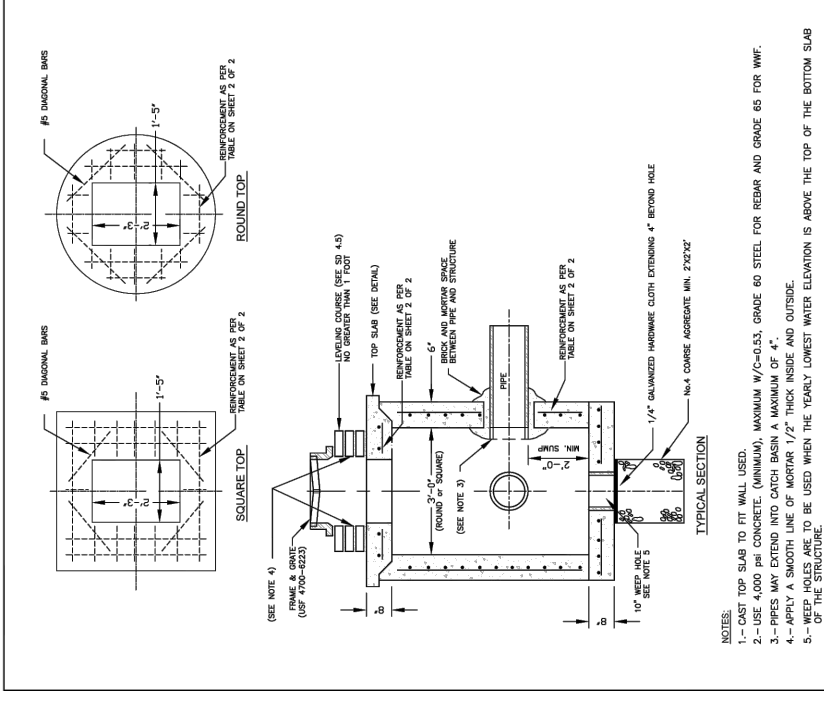
TRAFFIC CIRCLE
AT
SW 200th STREET AND
SW 103rd AVENUE

MISCELLANEOUS DETAILS

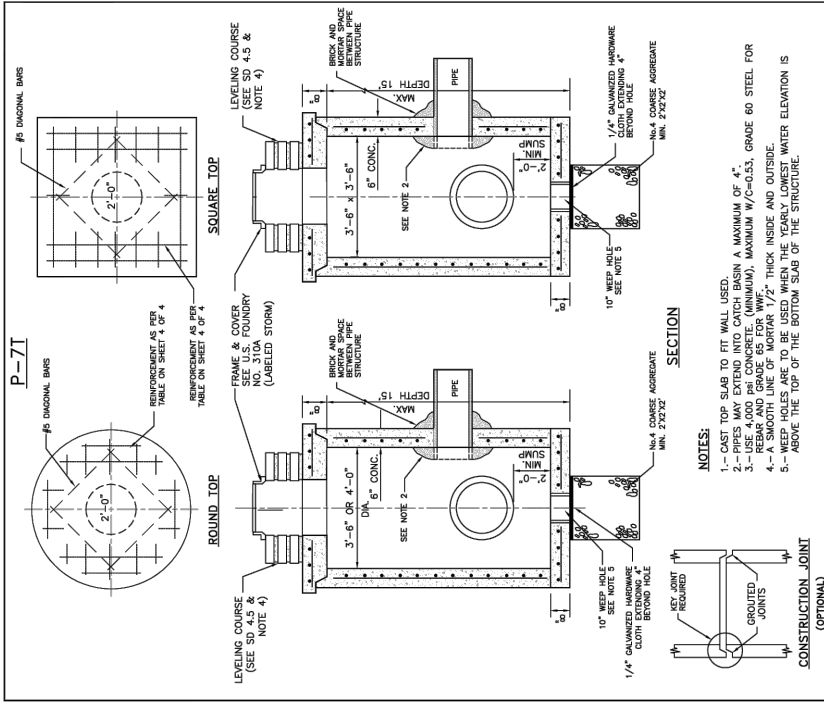
SCALE: AS SHOWN
PROJECT NO.: 2303
DWG. NO.:
SHEET: C-11.1



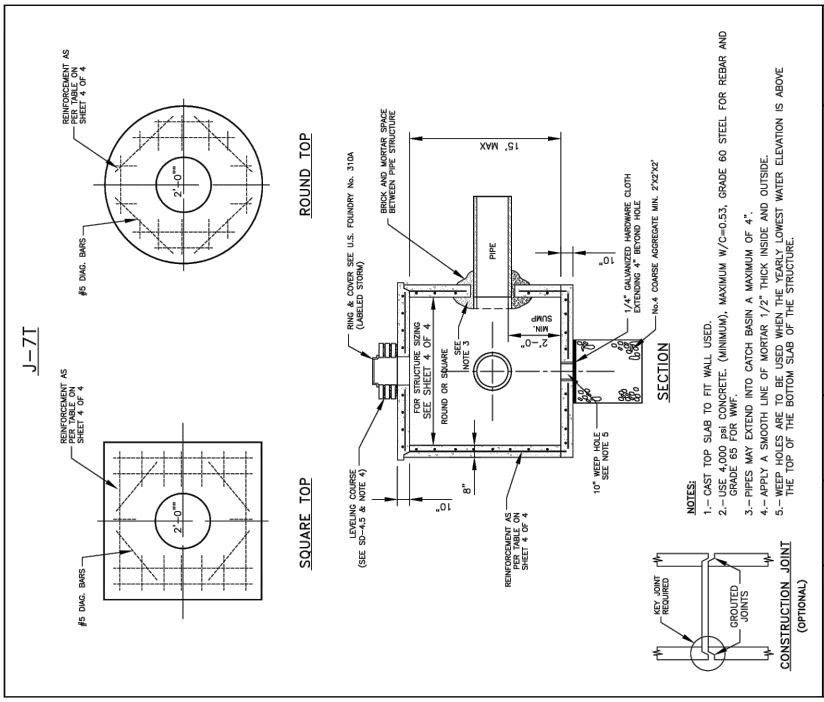
MIAMI-DADE COUNTY DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS	APPROVED	REVISSED	STANDARD STORM DRAINAGE DETAIL	SD 3.1
	5/8/2018	5/8/2018	SWALE INLET (TYPE D-1)	SHEET 1 OF 2



MIAMI-DADE COUNTY DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS	APPROVED	REVISSED	STANDARD STORM DRAINAGE DETAIL	SD 2.2
	5/8/2018	5/8/2018	PRECAST CATCH BASIN (D-3)	SHEET 1 OF 2



MIAMI-DADE COUNTY DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS	APPROVED	REVISSED	STANDARD STORM DRAINAGE DETAIL	SD 2.7
	5/8/2018	5/8/2018	MANHOLE AND INLET (TYPE P)	SHEET 1 OF 4



MIAMI-DADE COUNTY DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS	APPROVED	REVISSED	STANDARD STORM DRAINAGE DETAIL	SD 2.6
	5/8/2018	5/8/2018	MANHOLE AND INLET (TYPE J)	SHEET 1 OF 4

Standard Detail	Width (ft)	Length (ft)	Height (ft)	Wall Thickness (in)	Top Slab Thickness (in)	Bottom Slab Thickness (in)	Bottom Slab Steel	Bottom Slab Overhang
3.1	1.42	2.25	0-5.0	6"	#4@10"V	6"	#4@12"E.W.	6"
3.1	1.42	2.25	5.1-10.0	6"	#4@10"V	6"	#4@12"E.W.	N/A
3.1	1.42	2.25	10.1-15.0	6"	#4@10"V	6"	#4@12"E.W.	N/A

Standard Detail	Width (ft)	Length (ft)	Height (ft)	Wall Thickness (in)	Top Slab Thickness (in)	Bottom Slab Thickness (in)	Bottom Slab Steel
2.2	3	3	0.0-5.0	6	#4@10"V	8	#4@10" E.W.
2.2	3	3	5.1-10.0	6	#4@10"V	8	#4@10" E.W.
2.2	3	3	10.1-15.0	6	#4@10"V	8	#4@10" E.W.

Standard Detail	Width (ft)	Length (ft)	Height (ft)	Wall Thickness (in)	Top Slab Thickness (in)	Bottom Slab Thickness (in)	Bottom Slab Steel
2.7	3.5	3.5	0.0-5.0	6.0	#4@10"V	8.0	#4@10" E.W.
2.7	3.5	3.5	5.1-10.0	6.0	#4@10"V	8.0	#4@10" E.W.
2.7	3.5	3.5	10.1-15.0	6.0	#4@10"V	8.0	#4@10" E.W.

Standard Detail	Width (ft)	Length (ft)	Height (ft)	Wall Thickness (in)	Top Slab Thickness (in)	Bottom Slab Thickness (in)	Bottom Slab Steel
2.6	8	8	0.0-5.0	8	#4@7"V	10	#5@8.5" E.W.
2.6	8	8	5.1-10.0	8	#4@7"V	10	#5@8.5" E.W.
2.6	8	8	10.1-15.0	8	#4@7"V	10	#5@8.5" E.W.

MIAMI-DADE COUNTY DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS	APPROVED	REVISSED	STANDARD STORM DRAINAGE DETAIL	SD 3.1
	5/8/2018	5/8/2018	SWALE INLET (TYPE D-1)	SHEET 2 OF 2

MIAMI-DADE COUNTY DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS	APPROVED	REVISSED	STANDARD STORM DRAINAGE DETAIL	SD 2.2
	5/8/2018	5/8/2018	PRECAST CATCH BASIN (TYPE D-3)	SHEET 2 OF 2

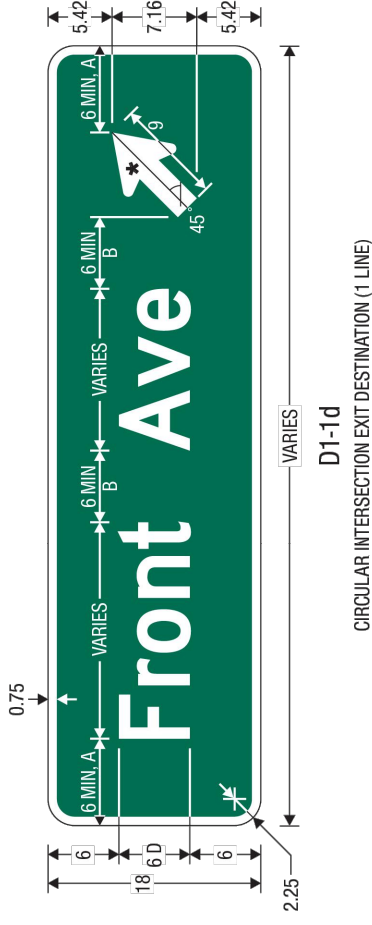
MIAMI-DADE COUNTY DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS	APPROVED	REVISSED	STANDARD STORM DRAINAGE DETAIL	SD 2.7
	5/8/2018	5/8/2018	MANHOLE AND INLET (TYPE P)	SHEET 4 OF 4

MIAMI-DADE COUNTY DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS	APPROVED	REVISSED	STANDARD STORM DRAINAGE DETAIL	SD 2.6
	5/8/2018	5/8/2018	MANHOLE AND INLET (TYPE J)	SHEET 4 OF 4

DESIGNED BY: O.B.
 DRAWN BY: O.B.
 CHECKED BY: J.C.F.
 DATE: 10/24/2023

SCALE: AS SHOWN
 PROJECT NO.: 2303
 DWG. NO.:
 SHEET: C-11.2

TRAFFIC CIRCLE AT SW 200th STREET AND SW 103rd AVENUE
 MISCELLANEOUS DETAILS



*TYPICAL DESIGN GUIDE FOR D1-1d
STREET NAME SIGN PER MUTCD*
N.T.S.

- NOTES, CONTINUED
- THE MINIMUM PIPE DIAMETER FOR DRAINAGE SYSTEM WITHIN THE ROADWAY RIGHT-OF-WAY SHALL BE 18 INCHES. 15 INCH PIPE MAY BE USED IN PRIVATE ROADWAYS.
 - NO TREES TO BE PLANTED WITHIN 5 FEET OF THE EDGE OF THE TRENCH.
 - TYPE 1.5 S.D. 2.6 STRUCTURE IS RECOMMENDED FOR SMALL DRAINAGE AREAS LESS THAN 0.2 ACRE PER CATCH BASIN.
 - TYPE 1.5 S.D. 2.6 STRUCTURE IS RECOMMENDED FOR SMALL DRAINAGE AREAS LESS THAN 0.2 ACRE PER CATCH BASIN.
 - ALL INVERTS OF PERFORATED PIPES TO BE AT MEAN HIGH OCTOBER WATER TABLE W.C. 2.2.
 - PIPES CAN BE ALLOWED BELOW MEAN HIGH OCTOBER WATER TABLE DUE TO UTILITY CONFLICTS OR IN ORDER TO PROVIDE THE REQUIRED MINIMUM COVER.
 - ALL CONTACT EDGES MOUNTED ON WALLS.
 - OIL AND GREASE BAFFLE IS REQUIRED FOR ALL DRAINAGE STRUCTURES PRECEDING AN OUTFALL OR EXFILTRATION TRENCHES, IN PROJECTS LOCATED IN WELFIELD PROTECTION AREAS, ROAD INTERSECTIONS WITH TRAFFIC LIGHTS, AND LARGE PARKING LOTS WHICH INCLUDE 15 PARKING SPACES OR MORE.
 - OIL AND GREASE BAFFLE MAY BE WAIVED IN SUBURBAN RESIDENTIAL AREAS.

GENERAL NOTES FOR PIPE CULVERTS

CONTRACTOR HAS THE OPTION OF INSTALLING ANY PIPE MEETING THE REQUIREMENTS OF SECTION 443-2 OF THE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION AS LONG AS THE MANUFACTURER IS LISTED, AT THE TIME OF PIPE INSTALLATION, IN FDOT'S LIST OF PRODUCERS WITH ACCEPTED QUALITY CONTROL PROGRAMS. PIPES WITH LESS THAN A 100-YEAR CERTIFICATION CANNOT BE USED ON SECTION LINE, HALF SECTION LINE, COLLECTOR ROADWAYS, AND ARTERIALS. 50-YEAR PIPE CERTIFICATION REQUIRED FOR ALL OTHER MINOR/LOCAL ROADWAYS.

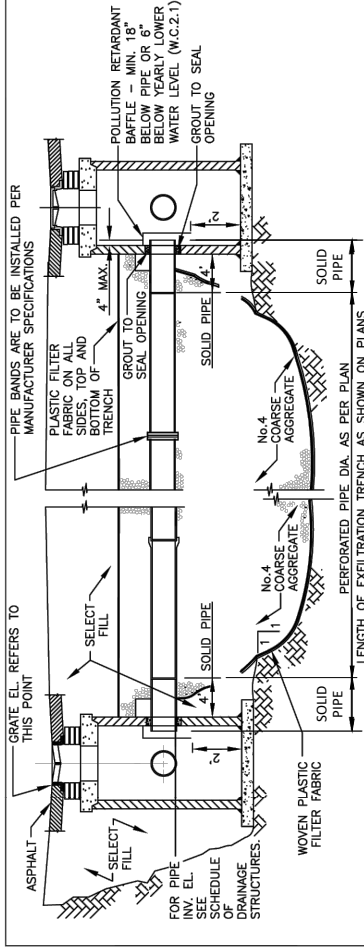
MINIMUM NUMBER OF PERFORATION IN PIPE CULVERTS

PIPE DIAMETER (inches)	OUTER SHELL		LINER
	No. of 3/8" Dia. Holes (PER LIN. FT. OF PIPE)	No. of 5/8" Dia. Holes (PER LIN. FT. OF PIPE)	
15	100	50	
18	120	60	
24	160	80	
30	200	100	
36	240	120	
42	275	140	
48	315	150	
54	355	180	
60	395	200	
72	470	235	
84	550	275	

NOTE:

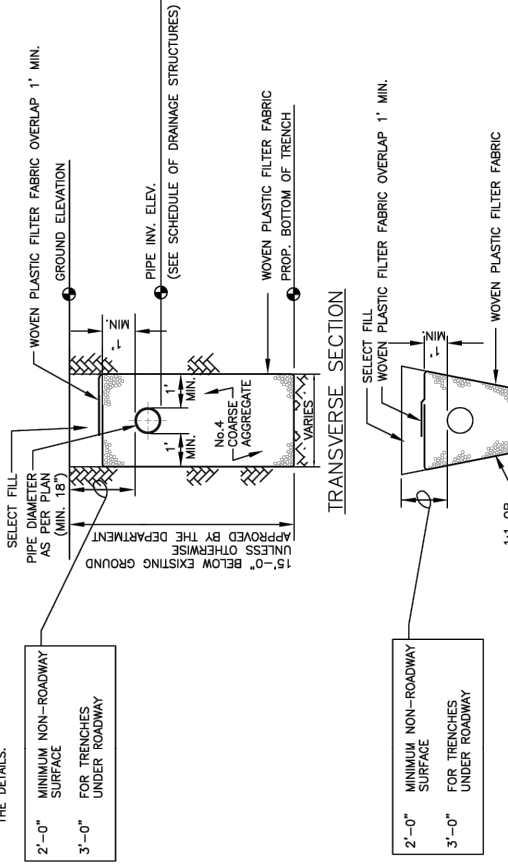
PERFORATIONS SHALL BE UNIFORMLY SPACED AROUND THE FULL PERIPHERY OF THE PIPE TO WITHIN 4" OF EACH END OF EACH LENGTH OF PIPE. THE NUMBER OF PERFORATIONS PER LINEAR FOOT OF PIPE AND THE DIAMETER OF THE PERFORATIONS SHALL BE AS SHOWN ON THE ABOVE TABLE.

MIAMI-DADE COUNTY DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS	APPROVED 04/16/2015	REVISED 08-04-86 10-22-13 05-02-81	STANDARD STORM DRAINAGE DETAIL EXFILTRATION TRENCH (PIPE CULVERT NOTES)	SD 1.1 SHEET 2 OF 2
--	------------------------	---	---	---------------------------



LONGITUDINAL SECTION

NOTE:
1-AFTER THE COARSE AGGREGATE HAS BEEN PLACED TO THE PROPER ELEVATION IT SHALL BE CAREFULLY WASHED DOWN WITH CLEAN WATER, OR TAMPERED, TO ALLOW FOR INITIAL SETTLEMENT THAT MAY OCCUR. IF SETTLEMENT DOES TAKE PLACE, ADDITIONAL NO. 4 COARSE AGGREGATE SHALL BE ADDED TO RESTORE THE PROPER ELEVATION SO THAT THE EXFILTRATION TRENCH IS COMPLETED IN ACCORDANCE WITH THE DETAILS.



TRANSVERSE SECTION

* MAY BE USED IN AREAS WHERE TRENCH WALLS WILL NOT STAND VERTICAL, OR WHERE CAME-IN BELOW THE WATER TABLE IS LIKELY TO OCCUR. TO BE USED AT THE ENGINEER'S DISCRETION.
NOTES, (CONTINUED ON NEXT PAGE)
1. PERFORATIONS SHALL BE UNIFORMLY SPACED AROUND THE FULL PERIPHERY OF THE PIPE TO WITHIN 4" OF EACH END OF EACH LENGTH OF PIPE. THE NUMBER OF PERFORATIONS PER LINEAR FOOT OF PIPE AND THE DIAMETER OF THE PERFORATIONS SHALL BE AS SHOWN ON THE ABOVE TABLE.
2. MAXIMUM EXFILTRATION RATE WHICH CAN BE USED IN CALCULATING FRENCH DRAIN LENGTH IS 0.1 cfm/ft.

MIAMI-DADE COUNTY DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS	APPROVED 04/16/2015	REVISED 02/09/2011 09/26/2012 10/19/2012	STANDARD STORM DRAINAGE DETAIL EXFILTRATION TRENCH (FRENCH DRAIN)	SD 1.1 SHEET 1 OF 2
--	------------------------	---	---	---------------------------

DESIGNED BY: C.B.	SCALE: AS SHOWN	TRAFFIC CIRCLE AT SW 200th STREET AND SW 103rd AVENUE	MISCELLANEOUS DETAILS	PROJECT NO.: 2303
DRAWN BY: C.B.	DWG. NO.:			SHEET: C-11.3
CHECKED BY: J.C.F.	DATE: 10/24/2023			
REV. DATE BY: DESCRIPTION				

CUTLER BAY TOWN HALL
10720 CARIBBEAN BOULEVARD
CUTLER BAY, FL 33189
PHONE: (305) 234-4262
FAX: (305) 234-4251

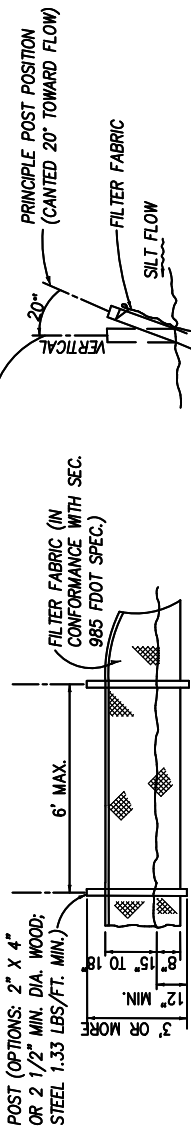
Cutler Bay FLORIDA INCORPORATED 2008

SRS ENGINEERING, INC. CONSULTING ENGINEERS
5001 Southwest 74th Court, Suite 201
Miami, Florida 33152-4453
TEL: 305-662-8887, FAX: 305-662-8858
WWW.SRS-ENG.COM

ES-00007317

NOTES FOR SYNTHETIC BALES OR BALE TYPE BARRIERS

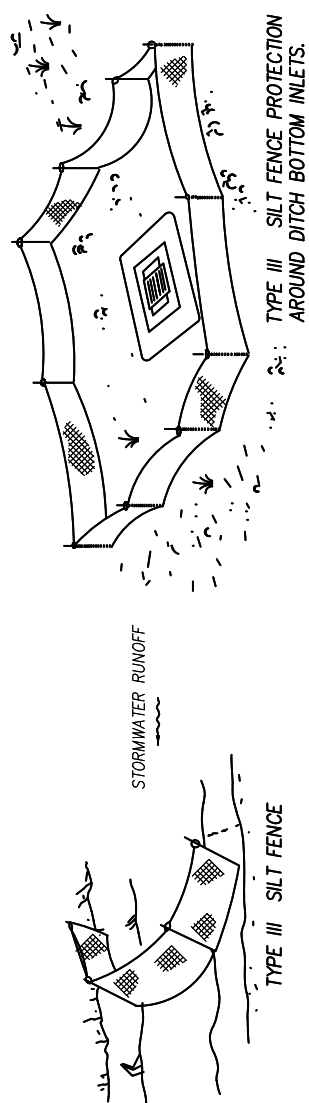
- TYPE I AND II SYNTHETIC BARRIER SHOULD BE SPACED IN ACCORDANCE WITH CHART 1, SHEET 1 PER INDEX 102.
- BALES SHALL BE ANCHORED WITH 2-1" X 2" (OR 1" DIA.) X 4' WOOD STAKES. STAKES OF OTHER MATERIAL OR SHAPE PROVIDING EQUIVALENT STRENGTH MAY BE USED IF APPROVED BY THE ENGINEER. STAKES OTHER THAN WOOD SHALL BE REMOVED UPON COMPLETION OF THE PROJECT.
- RAILS AND POSTS SHALL BE 2" X 4" WOOD. OTHER MATERIALS PROVIDING EQUIVALENT STRENGTH MAY BE USED IF APPROVED BY THE ENGINEER.
- ADJACENT BALES SHALL BE BUTTED FIRMLY TOGETHER.
- WHERE USED IN CONJUNCTION WITH SILT FENCE, BALES SHALL BE PLACED ON THE UPSTREAM SIDE OF THE FENCE.



ELEVATION

SILT FENCE DETAIL

N.T.S.



NOTES:

- SPACING FOR TYPE III FENCE TO BE IN ACCORDANCE WITH CHART I, SHEET 1 OF 3 AND DITCH INSTALLATIONS AT DRAINAGE STRUCTURES SHEET 2 OF 3 PER FOOT STANDARD INDEX 102.
- DO NOT DEPLOY IN A MANNER THAT SILT FENCES WILL ACT AS A DAM ACROSS PERMANENT FLOWING WATERCOURSES. SILT FENCES ARE TO BE USED AT UPLAND LOCATIONS AND TURBIDITY BARRIERS USED AT PERMANENT BODIES OF WATER.

SILT FENCE APPLICATIONS

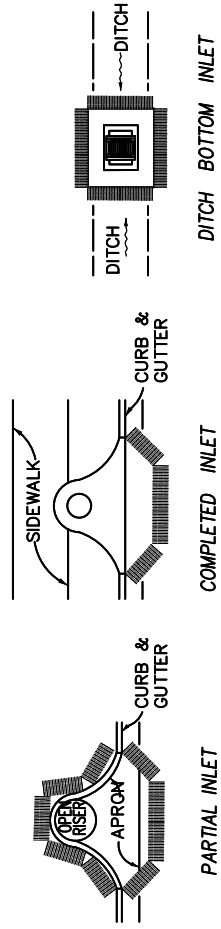
N.T.S.



LOOSE SOIL PLACED BY SHOVEL AND LIGHTLY COMPACTED ALONG UPSTREAM FACE OF BALES.

BALES BACKED BY FENCE

N.T.S.



PROTECTION AROUND INLETS OR SIMILAR STRUCTURES

N.T.S.

STORM WATER POLLUTION PREVENTION PRACTICES:

- TREE PROTECTION AND PRUNING SHALL BE ACCOMPLISHED AS DETAILED IN SPECIAL PROVISIONS, THE CONSTRUCTION PLANS, AND OR PER TREE ORDINANCE 12636.
- THE STORM WATER POLLUTION PREVENTION PLAN, SWPPP, SUBMITTED TO PUBLIC WORKS, SHALL DESCRIBE IN DETAIL HOW THE CONSTRUCTION EFFORT WILL BE PHASED WITH REGARDS TO MINIMIZING EROSION PROBLEMS BY THE USE OF TEMPORARY AND PERMANENT EROSION CONTROL MEASURES, FOR THE VARIOUS SEQUENCES OF CONSTRUCTION OPERATIONS. ANY MODIFICATIONS MUST BE APPROVED BY THE TOWN OF CUTLER BAY - NPDES SECTION, DEPARTMENT OF PUBLIC WORKS.
- ENVIRONMENTAL CONTROL FEATURES AS PROVIDED IN THE SWPPP, ARE TO BE INSTALLED AT ALL AREAS OF EXCAVATION OR FILL FOR DRAINAGE SYSTEM, OR STRUCTURE CONSTRUCTION PRIOR TO SUCH EXCAVATION OR FILL. INLET ENTRANCES ARE ALSO TO BE PROTECTED FROM SILTATION
- ALL ENVIRONMENTAL CONTROL FEATURES ARE TO BE MAINTAINED THROUGHOUT THE LIFE OF THE PROJECT IN ACCORDANCE WITH N.P.D.E.S. REQUIREMENTS. THE CONTRACTOR MUST INSURE THAT ALL EROSION CONTROL FEATURES FUNCTION PROPERLY AT ALL TIMES.
- ALL EROSION AND MATERIAL DEPOSITS MUST BE CONTAINED WITHIN THE PROJECT LIMITS.
- ANY DAMAGED OR INEFFECTIVE ROCK BAGS ARE TO BE REPLACED WITH NEW ONES. THE LOCATION OF ROCK BAGS INSTALLATION IS AS MENTIONED IN THE SWPPP PLANS. THE PROJECT ENGINEER MAY SPECIFY OTHER AREAS AS NECESSARY.
- DITCH BOTTOM INLETS SHALL BE PROTECTED FROM SEDIMENT INTAKE UNTIL PROJECT IS COMPLETE. ELEVATION OF GROUND OUTSIDE INLET TOP SHALL NOT BE HIGHER THAN INLET TOP. ROCK BAGS SHALL BE INSTALLED AROUND INLET TOP. COMPLETED INLETS IN PAVED AREAS SHALL ALSO BE PROTECTED WITH ROCK BAGS TO PREVENT SEDIMENT INTAKE.
- CURB INLETS ALSO SHALL BE PROTECTED FROM SEDIMENT INTAKE UNTIL THE PROJECT IS COMPLETE. ALL EXPOSED SLOPED MATERIAL ADJACENT TO INLET, SHALL BE COVERED WITH EROSION CONTROL MATTING WITH OUTER LIMITS PROTECTED BY ROCK BAGS.
- STOCKPILED MATERIAL SHALL NOT BE LEFT IN EROSION PRONE AREAS UNLESS PROTECTED BY COVER OR ROCK BAGS.
- INSPECTION OF EROSION CONTROL MEASURES AND CONDITION OF ADJACENT PROPERTIES, SHALL BE PERFORMED DAILY BY THE CONTRACTOR'S REPRESENTATIVE AND THE PROJECT ENGINEER. DEFICIENCIES SHALL BE NOTED AND CORRECTED.
- ANY OFFSITE SEDIMENT DISCHARGE TO A MUNICIPAL SEPARATE STORM WATER SYSTEM ARISING FROM THE CONTRACTOR'S ACTIVITIES IS NOT ALLOWED.
- THE USE OF SANITARY SEWERS, FRENCH DRAINS, COVER DITCHES AND/OR ROCK DRAINS FOR THE DISPOSAL OF WASTEWATER IS EXPRESSLY PROHIBITED.

STORM WATER POLLUTION PREVENTION PLAN (SWPPP) CHECKLIST

- A. SEQUENCE OF SOIL DISTURBING ACTIVITIES AND IMPLEMENTATION OF CONTROLS:
- CLEAR & GRUBBING
 - INSTALL DRAINAGE STRUCTURES
 - STABILIZATION
 - BASE PREPARATION
 - ASPHALT APPLICATION
 - PLACEMENT OF ROCK BAGS AROUND INLETS
 - APPLICATION OF ROCK BAGS AROUND MANHOLES
 - APPLICATION OF FRICTION COURSE A.C.
 - INSTALLATION OF STREET SIGNING
 - PAVEMENT MARKING
 - REMOVE ROCK BAGS
 - CLEAN ALL CONSTRUCTION DEBRIS FROM CONSTRUCTION SITE
- B. GENERAL
- APPROVED STATE, LOCAL PLANS OR STORM WATER PERMITS.
 - ALL OF THE CONTROLS SHALL BE MAINTAINED AT ALL TIMES.
 - ALL CONTROLS SHALL BE INSPECTED DAILY.
 - APPLY FERTILIZERS AND PESTICIDES ACCORDING TO STANDARD SPECIFICATIONS, DESIGN AND SPECIAL PROVISIONS.
 - REPORT NON-STORM WATER DISCHARGE (INCLUDING SPILL) 305) 416-1200.
 - VISIT WWW.DEP.STATE.FL.US/WATER/STORMWATER/NPDES/

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5001 Southeast 74th Court, Suite 201
Miami, Florida 33152-4453
TEL: 305-662-8887 FAX: 305-662-8858
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Cutler Bay
FLORIDA
INCORPORATED 1988

CUTLER BAY
TOWN HALL
10720 CARIBBEAN
BOULEVARD
CUTLER BAY, FL 33189
PHONE: (305) 234-4262
FAX: (305) 234-4251

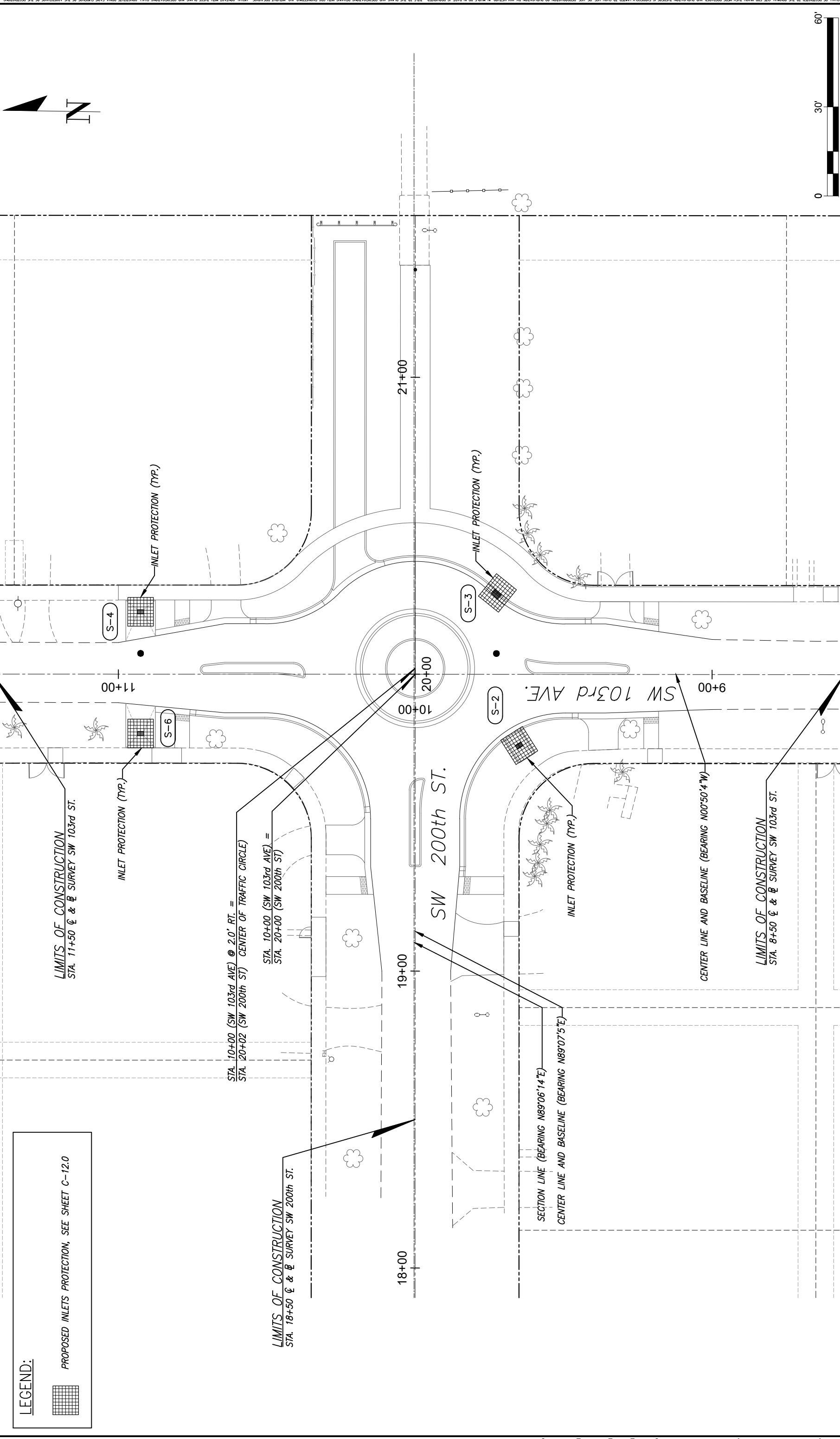
TRAFFIC CIRCLE
AT
SW 200th STREET AND
SW 103rd AVENUE

STORMWATER POLLUTION
PREVENTION
NOTES & DETAILS

SCALE:
AS SHOWN
PROJECT NO.:
2303
DWG. NO.:
SHEET:
C-12.0

DESIGNED BY:	O.B.
DRAWN BY:	O.B.
CHECKED BY:	J.C.F.
DATE:	10/24/2023

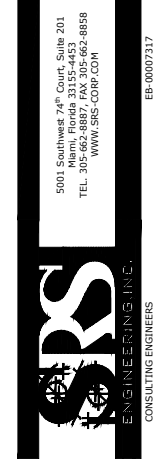
REV.	DATE	BY:	DESCRIPTION

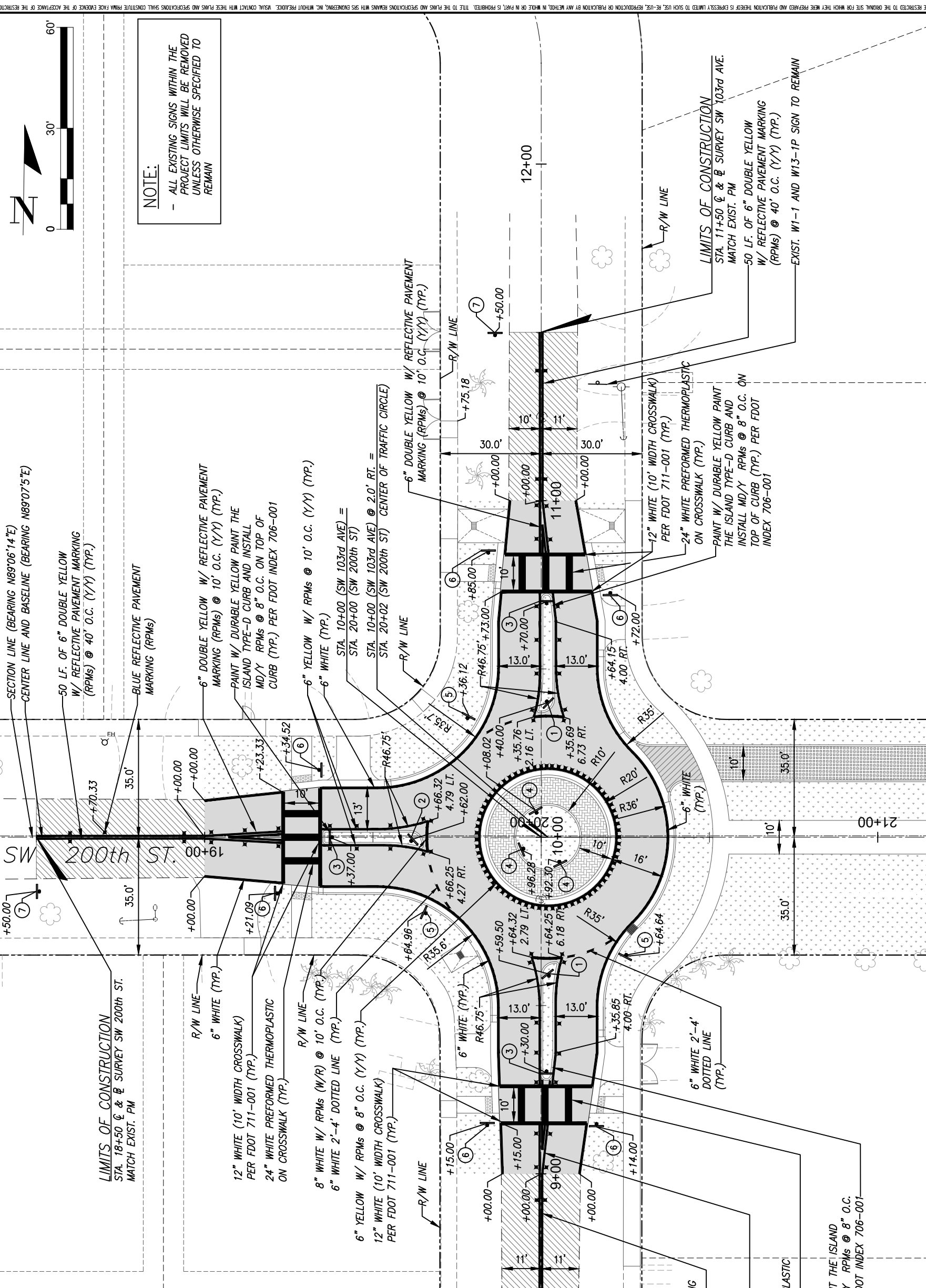
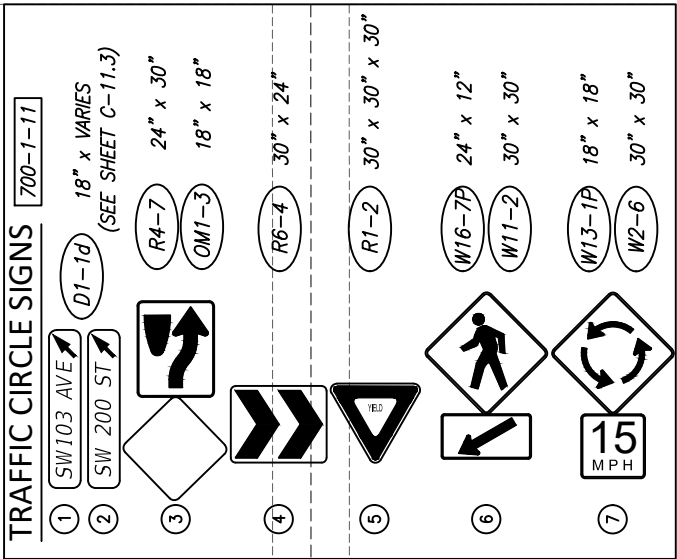


LEGEND:

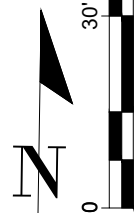
PROPOSED INLETS PROTECTION, SEE SHEET C-12.0

DESIGNED BY:	C.B.	SEAL:		CUTLER BAY TOWN HALL	TRAFFIC CIRCLE AT SW 200th STREET AND SW 103rd AVENUE	STORMWATER POLLUTION PREVENTION PLAN	SCALE: AS SHOWN
DRAWN BY:	C.B.		10720 CARIBBEAN BOULEVARD	PROJECT NO.: 2303			DWG. NO.: C-12.1
CHECKED BY:	J.C.F.		CUTLER BAY, FL 33189				
DATE:	10/24/2023			PHONE: (305) 234-4262			
REV.	DATE	BY:	DESCRIPTION	FAX: (305) 234-4251			





NOTE:
- ALL EXISTING SIGNS WITHIN THE PROJECT LIMITS WILL BE REMOVED UNLESS OTHERWISE SPECIFIED TO REMAIN



DESIGNED BY: O.B.	DATE: 10/24/2023
DRAWN BY: O.B.	DESCRIPTION:
CHECKED BY: J.C.F.	REV. DATE BY:
SEAL:	
CUTLER BAY TOWN HALL 10720 CARIBBEAN BOULEVARD CUTLER BAY, FL 33189 PHONE: (305) 234-4262 FAX: (305) 234-4251	
5001 Southeast 7th Court, Suite 201 Miami, Florida 33155-4453 TEL: 305-662-8887 FAX: 305-662-8858 WWW.SRS-CON.COM	
SCALE: AS SHOWN	PROJECT NO.: 2303
	DWG. NO.: SHEET: C-13



COMMUNITY OFFICIALS

- TIM MEERBOTT, MAYOR
- MICHAEL P. CALLAHAN, VICE MAYOR
- ROBERT "B.J." DUNCAN, COUNCIL MEMBER SEAT 1
- SUZY LORD, COUNCIL MEMBER SEAT 2
- RICHARD RAMIREZ, COUNCIL MEMBER SEAT 3

INDEX OF SHEETS

SHEET No.	SHEET DESCRIPTION
L-0	LANDSCAPING COVER SHEET
L-1	TREE DEPOSITION PLAN
L-2	TREE LIST, NOTES & DETAILS
L-3	PLANTING PLAN
L-4	PLANTING PLAN
L-5	PLANTING NOTES & DETAILS

TOWN OF CUTLER BAY
TRAFFIC CIRCLE
 AT
 SW 200th STREET AND
 SW 103rd AVENUE

LANDSCAPE PLANS

NOTES:

- THE SCALE OF THESE PLANS MAY HAVE CHANGED DUE TO REPRODUCTION.
 - ALL WORK SHALL BE PERFORMED WITHIN THE LIMITS OF EXISTING STATE / LOCAL RIGHT OF WAY, AND ALL IMPROVEMENTS SHALL BE CONSTRUCTED AND INSTALL WITHIN SAID LIMITS
 - ALL ELEVATIONS REFER TO THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD-29)
- GOVERNING STANDARDS AND SPECIFICATIONS:**
- MIAMI DADE COUNTY DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS ENGINEERING STANDARDS FOR DESIGN AND CONSTRUCTION.
 - FLORIDA DEPARTMENT OF TRANSPORTATION, STANDARDS PLANS FY 2022-23, AND STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION DATED JULY 05-04-2022 (LAST UPDATED), MANUAL OF UNIFORM CONTROL DEVICE FOR STREETS AND HIGHWAYS, (MUTCD) EDITION WITH REVISIONS 1 & 2 INCORPORATED (MAY 2012), AS AMENDED BY CONTRACT DOCUMENTS.

LANDSCAPE'S CERTIFICATION:

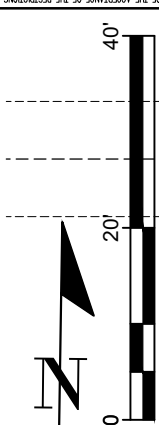
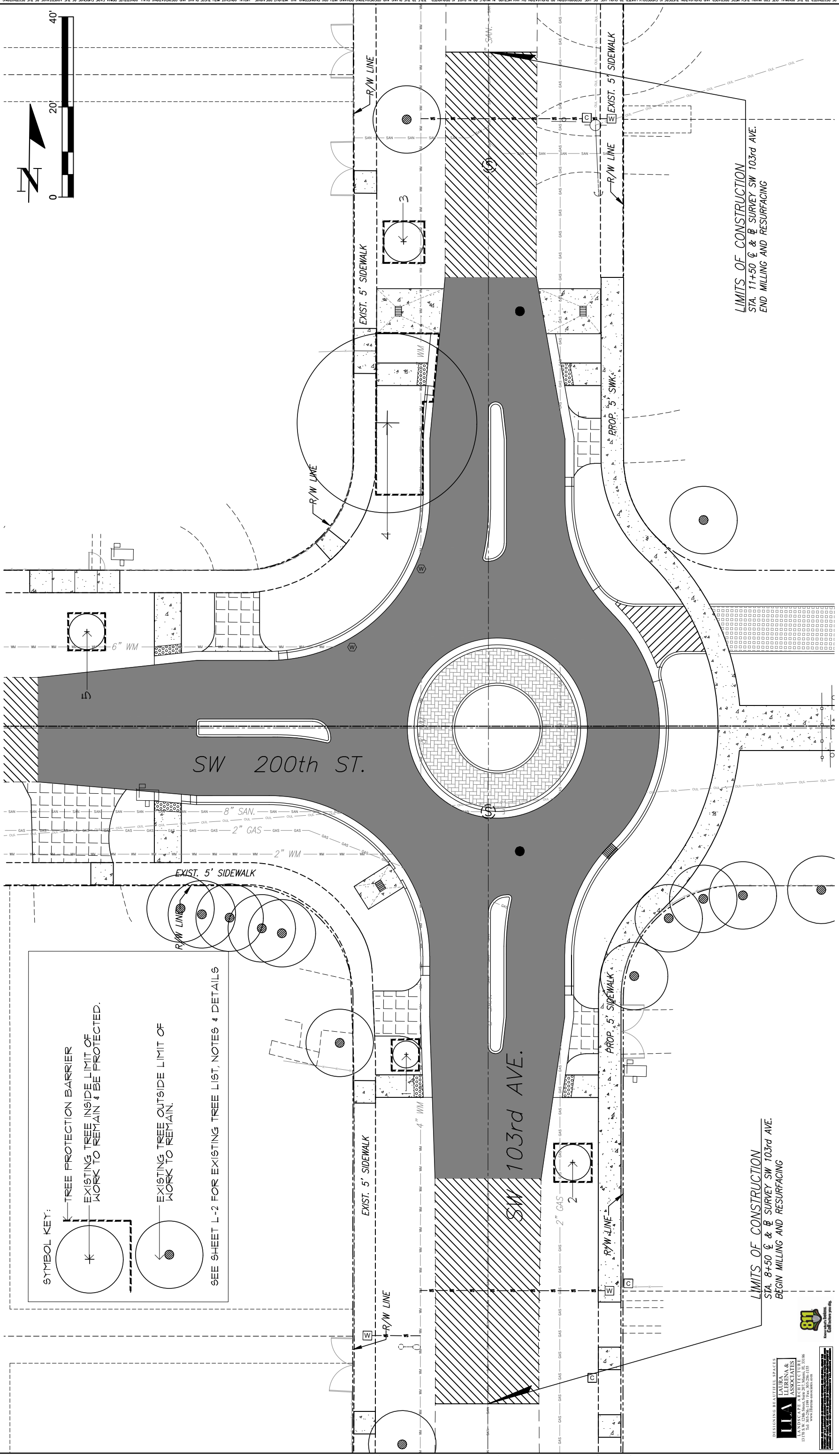
THIS PLAN WAS PREPARED UNDER MY DIRECTION AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, COMPLIES WITH THE INTENT OF THE MANUAL OF UNIFORM STANDARDS FOR DESIGN, CONSTRUCTION AND MAINTENANCE OF STREETS AND HIGHWAYS AS ADOPTED BY THE STATE OF FLORIDA LEGISLATURE

LAURA M. LLERENA HERNANDEZ
 LANDSCAPE ARCHITECT No. 6667125



13170 S.W. 128TH STREET, #207
 MIAMI, FLORIDA 33186
 TEL: 305-256-1199
 FAX: 305-256-1155
 WWW.LLLERENA-ASSOCIATES.COM

REVISIONS-SUBMITTALS			
REV.	DATE	BY	DESCRIPTION
			COVER SHEET
DATE:10/24/2023		SHEET:	L-0



SYMBOL KEY:

TREE PROTECTION BARRIER
 EXISTING TREE INSIDE LIMIT OF WORK TO REMAIN & BE PROTECTED.
 EXISTING TREE OUTSIDE LIMIT OF WORK TO REMAIN.

SEE SHEET L-2 FOR EXISTING TREE LIST, NOTES & DETAILS.

LIMITS OF CONSTRUCTION
 STA. 11+50 @ & SURVEY SW 103rd AVE.
 END MILLING AND RESURFACING

LIMITS OF CONSTRUCTION
 STA. 8+50 @ & SURVEY SW 103rd AVE.
 BEGIN MILLING AND RESURFACING

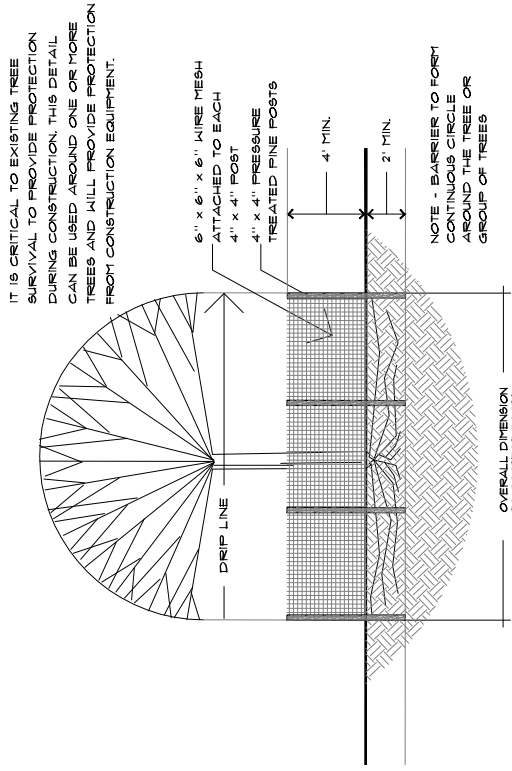
DESIGNING THE UTILITY SPACES
LIA
 LANDSCAPE ARCHITECTURE
 1175 S.W. 11th St., Suite 100
 Ft. Lauderdale, FL 33304
 Tel: 305-561-1100 Fax: 305-561-1155
 www.liainc.com

811
 Call before you dig.

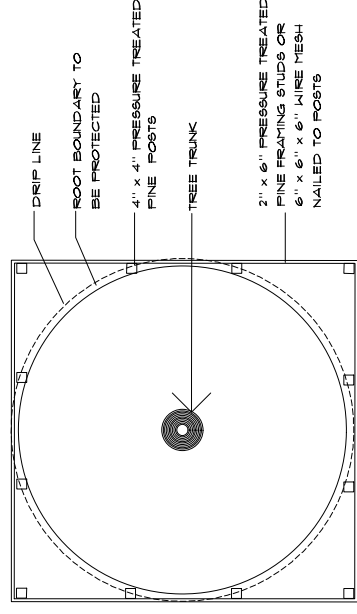
SCALE: AS SHOWN PROJECT NO.: 2303 DWG. NO.: SHEET: L-1	TREE DISPOSITION PLAN	
	TRAFFIC CIRCLE AT SW 200th STREET AND SW 103rd AVENUE	
CUTLER BAY TOWN HALL 10720 CARRIBEAN BOULEVARD CUTLER BAY, FL 33189 PHONE: (305) 234-4262 FAX: (305) 234-4251		
5001 Southeast 74th Court, Suite 201 Miami, Florida 33152-4453 TEL: 305-662-8887 FAX: 305-662-8858 WWW.SRS-ENG.COM		
SEAL:	DESIGNED BY: LMLH DRAWN BY: LR CHECKED BY: LMLH DATE: 10/16/2023	DESCRIPTION
PROJECT NO.: 2303 SHEET: L-1	DATE: 10/16/2023	DESCRIPTION

EXISTING TREE LIST:

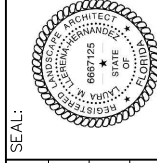
No.	BOTANICAL NAME	COMMON NAME	DBH (")	HT. (')	SP. (')	Condition	Disposition	Canopy loss	Comments
1	Kosireuteria Paniculata	Golden Rain Tree	10	14	6	Poor	Remain	0	Strangler Fig growing on and into the trunk of the Golden Rain tree. Trunks intertwined. Provide tree protection barrier.
2	Conocarpus Erectus	Green Buttonwood	8	12	8	Good	Remain	0	Provide tree protection barrier.
3	Wodyetia Bifurcata	Foxtail Palm	6-10	18	5-5	Good	Remain	0	Double trunk. Provide tree protection barrier.
4	Ficus Aurea	Strangler Fig	30	30	40	Good	Remain	0	Extensive superficial roots - provide tree protection barrier.
5	Conocarpus Erectus	Green Buttonwood	6	10	8	Good	Remain	0	Provide tree protection barrier.



1. WIRE MESH BARRIER DETAIL
NOT TO SCALE



2. WOOD BARRIER DETAIL PLAN
NOT TO SCALE



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Miami, Florida 33152-4653
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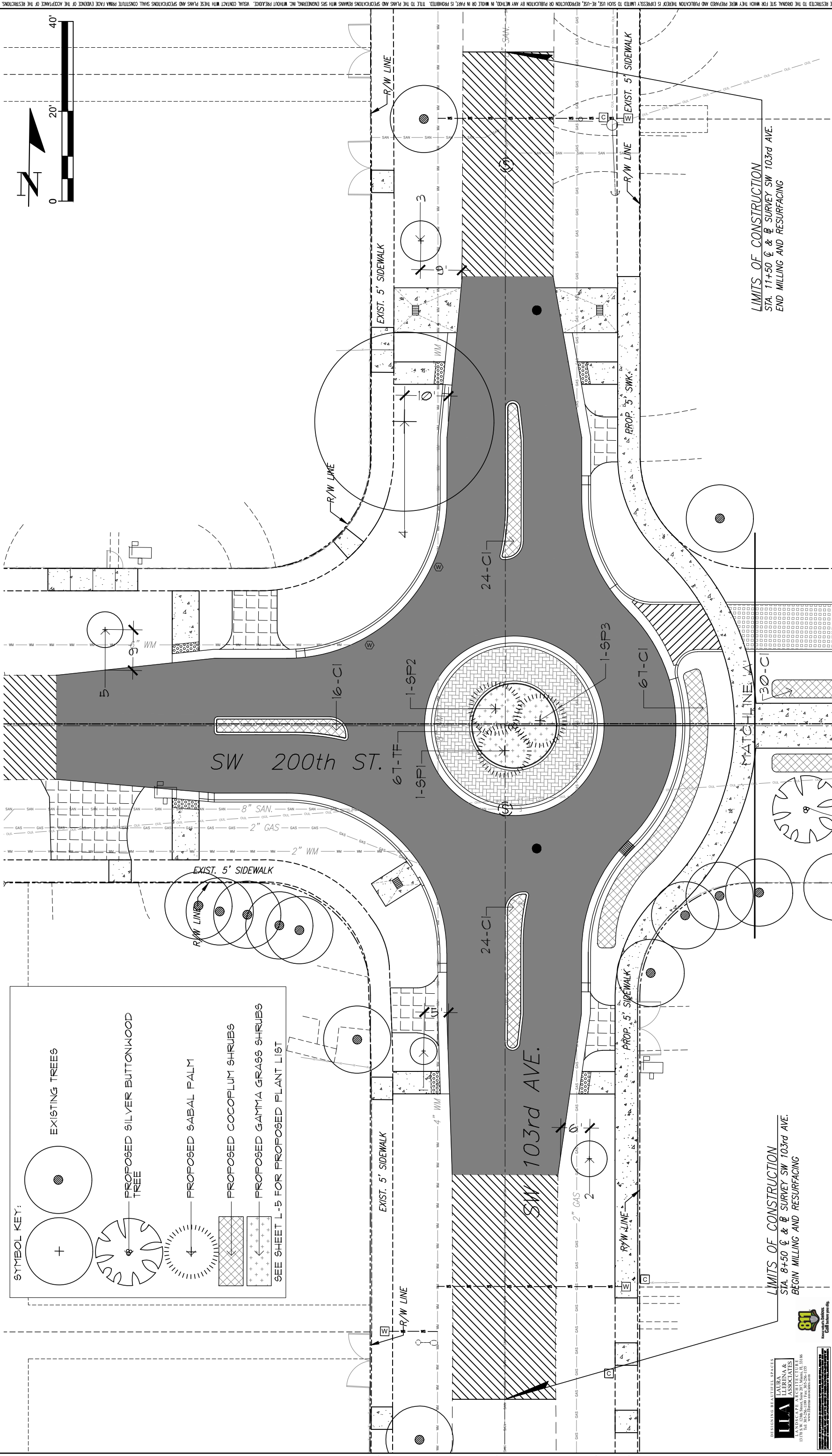


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10720 CARIBBEAN BOULEVARD
CUTLER BAY, FL 33189
PHONE: (305) 234-4262
FAX: (305) 234-4251

TRAFFIC CIRCLE AT
SW 200th STREET AND SW 103rd AVENUE

TREE LIST, NOTES & DETAILS

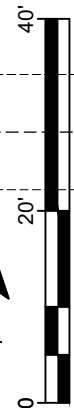
SCALE: AS SHOWN
PROJECT NO.: 2303
DWG. NO.:
SHEET: L-2



SYMBOL KEY:

- EXISTING TREES
- PROPOSED SILVER BUTTONWOOD TREE
- PROPOSED SABAL PALM
- PROPOSED COCOPLUM SHRUBS
- PROPOSED GAMMA GRASS SHRUBS

SEE SHEET L-5 FOR PROPOSED PLANT LIST



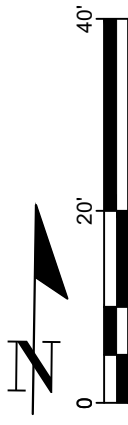
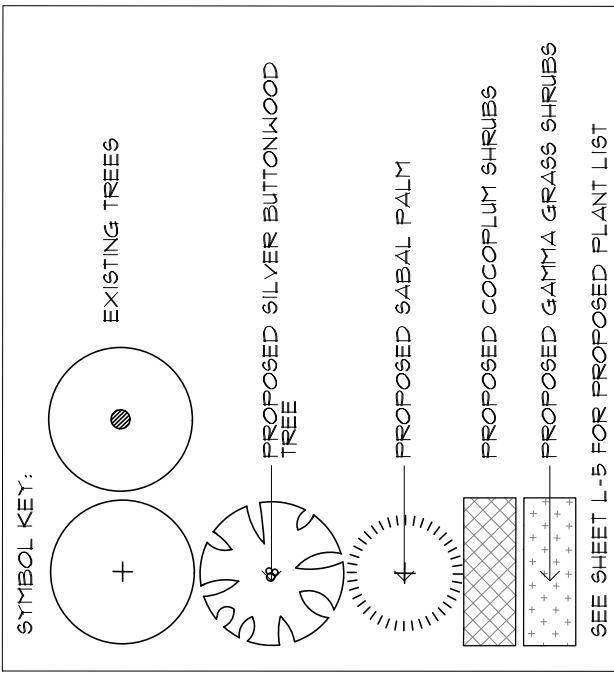
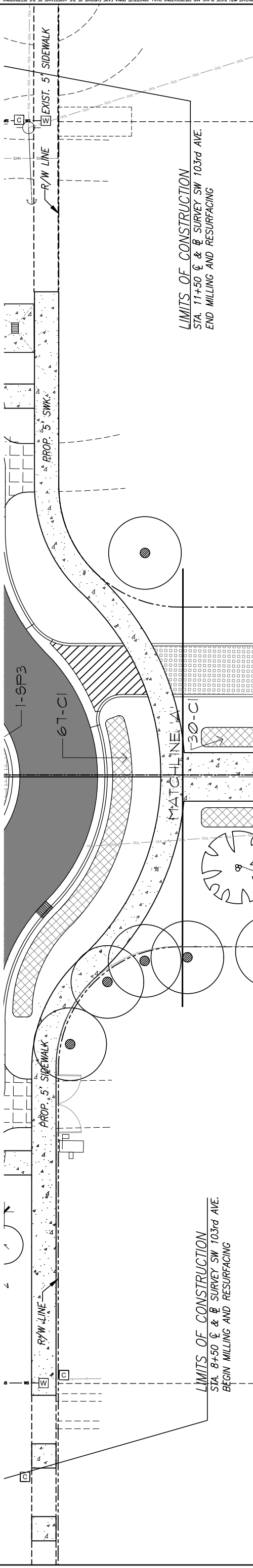
LIMITS OF CONSTRUCTION
 STA. 8+50 @ & B SURVEY SW 103rd AVE.
 BEGIN MILLING AND RESURFACING

LIMITS OF CONSTRUCTION
 STA. 11+50 @ & B SURVEY SW 103rd AVE.
 END MILLING AND RESURFACING



LLA
 LANDSCAPE ARCHITECTURE
 1175 S.W. 11th St., Suite 1115
 Ft. Lauderdale, FL 33304
 Tel: 305-562-1100 Fax: 305-562-1115
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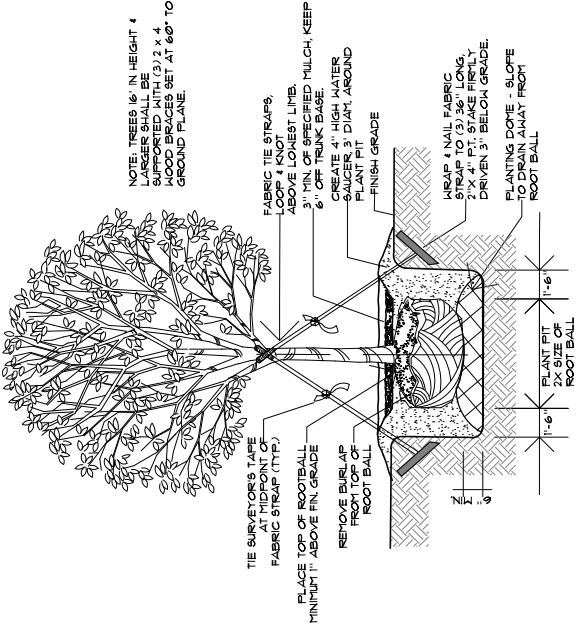
DESIGNED BY: LMLH DRAWN BY: LR CHECKED BY: LMLH DATE: 10/16/2023	SEAL: 	SRS ENGINEERING, INC. CONSULTING ENGINEERS 5001 Southeast 74th Court, Suite 201 Miami, Florida 33152-4453 TEL: 305-662-8887 FAX: 305-662-8858 WWW.SRS-CON.COM		CUTLER BAY TOWN HALL 10720 CABERBEAN BOULEVARD CUTLER BAY, FL 33189 PHONE: (305) 234-4262 FAX: (305) 234-4251	TRAFFIC CIRCLE AT SW 200th STREET AND SW 103rd AVENUE	SCALE: AS SHOWN PROJECT NO.: 2303 DWG. NO.: SHEET: L-3
				PLANTING PLAN		



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								PROJECT NO.: 2303

PLANT LIST/SUMMARY OF QUANTITIES:

PAY ITEM	QTY	KEY BOTANICAL NAME	COMMON NAME	SPECIFICATIONS	NATIVE
580-5-313	3	ICES <i>Conocarpus Erectus</i> 'sericeus'	Silver Buttonwood	11'-14' Oa.Ht., Min. 2" DBH, 4' C.T., Standard	Y
New Palms					
580-4-373	1	SP1 Sabal Palmetto	Sabal Palm	Min. 12' Oa.Ht., Booted, Regenerated	Y
580-4-375	1	SP2 Sabal Palmetto	Sabal Palm	Min. 16' Oa.Ht., Booted, Regenerated	Y
580-4-375	1	SP3 Sabal Palmetto	Sabal Palm	Min. 20' Oa.Ht., Booted, Regenerated	Y
New Shrubs					
580-7-163	231	CI <i>Cnyssabalanus Icaco</i> 'Horizontal'	Horizontal Coccolup	Min. 18" Ht., 18" Sp., 24" O.C., full to base	Y
580-7-123	67	TF <i>Tripsacum Floridana</i>	Gamma Grass	Min. 24" Ht., 20" Sp., 24" O.C., full to base	Y
110-21	265 LF	Tree Protection Barrier			



1. TYPICAL TREE INSTALLATION
NOT TO SCALE

NEW TREE - 1 YEAR MAINTENANCE PLAN

WATER:
ALL NEW TREES TO BE HAND WATERED.
1ST MONTH WATER EVERYDAY
2ND, THROUGH 6TH MONTHS - EVERY OTHER DAY.
7TH THROUGH COMPLETE YEAR - 2 TIMES A WEEK.
NOTE: ADJUST IRRIGATION DURATION TIMES TO ENSURE THAT TREE'S ROOT BALL IS COMPLETELY SATURATED WITH WATER
IRRIGATION WATER FREQUENCY AND DURATIONS MAY VARY DUE TO TIME OF YEAR AND CLIMATE CONDITIONS.

FERTILIZER:
USE A PALM SPECIAL FERTILIZER 8-2-12, FROM ATLANTIC FERTILIZER, 1 LBS. PER INCH CALIPER OF TREE EVERY 3 MONTHS.

MULCH:
INSPECT AND REPLACE MULCH AFTER 6 MONTHS WITH APPROVED FLORIMULCH, EUCALYPTUS OR MELALEUCA MULCH ONLY.
NO RED COLORED OR CYPRESS MULCH TO BE USED.

TRIMMING & PRUNING:
PRUNE ONLY CRITICAL BRANCHES (DEAD OR BROKEN)

STAKING AND BRACING:
INSPECT ALL TREE TIES AND STAKING AND ADJUST AS NEEDED. REMOVE ANY STAKING MATERIAL THAT IS IN CONTACT WITH TREE AFTER A PERIOD OF NO MORE THAN 6 MONTHS AFTER INITIAL PLANTING AS THE TREE SHOULD BE WELL ESTABLISHED BY THEN.



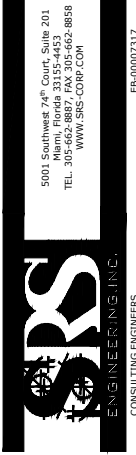
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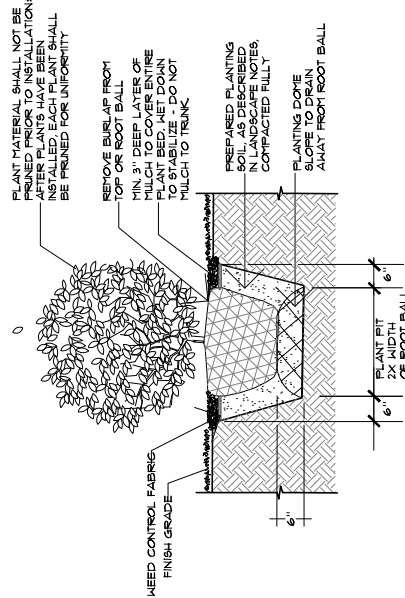
TRAFFIC CIRCLE AT SW 200th STREET AND SW 103rd AVENUE

PLANTING NOTES & DETAILS

SCALE: AS SHOWN
PROJECT NO.: 2303
DWG. NO.:
SHEET: L-5

HAND-WATERING SCHEDULE

- FOR THE FIRST MONTH AFTER INSTALLATION HAND-WATER THE ROOT SYSTEM OF EACH PLANT SO THAT IT IS FULLY SATURATED WITH WATER. THIS IS TO BE DONE DAILY.
- FOR THE SECOND MONTH AFTER INSTALLATION HAND-WATER THE ROOT SYSTEM OF EACH PLANT SO THAT IT IS FULLY SATURATED WITH WATER. THIS IS TO BE DONE EVERY OTHER DAY.
- FOR THE THIRD AND FOURTH MONTH AFTER INSTALLATION HAND-WATER THE ROOT SYSTEM OF EACH PLANT SO THAT IT IS FULLY SATURATED WITH WATER. THIS IS TO BE DONE EVERY THIRD DAY.
- FOR EACH MONTH AFTER THE FOURTH MONTH HAND-WATER THE ROOT SYSTEM OF EACH PLANT SO THAT IT IS FULLY SATURATED WITH WATER. THIS IS TO BE DONE ONCE A WEEK UNTIL THE WARRANTEE PERIOD EXPIRES.



3. SHRUB INSTALLATION
NOT TO SCALE

LANDSCAPE NOTES

- ALL PLANT MATERIAL SHALL BE GRADED FLORIDA #1 OR BETTER, AS DEFINED IN THE GRADES AND STANDARDS FOR NURSERY PLANTS, PART I AND II BY THE STATE OF FLORIDA, DEPARTMENT OF AGRICULTURE.
- ALL LANDSCAPE MATERIAL SHALL COMPLY WITH COUNTY, CITY OR LOCAL ORDINANCES.
- SYMBOLS REPRESENT PLANTS AT MATURE STAGE, NEVER AT TIME OF INSTALLATION.
- VERIFY WITH OWNER'S REPRESENTATIVE OR SITE SUPERVISOR OF ANY EXISTING UNDERGROUND UTILITIES AND/OR EASEMENTS PRIOR TO THE INSTALLATION OF PLANT MATERIAL. CALL 811 AS NECESSARY.
- ALL TREES, SHRUBS AND GROUNDCOVERS SHALL RECEIVE 3" DEPTH OF SHREDDED FLORIMULCH.
- LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR THEIR OWN QUANTITY TAKE OFF, IN CASE OF ANY DISCREPANCIES, PLAN SHALL TAKE PRECEDENCE OVER PLANT LIST.
- EXISTING SOD DAMAGED DURING THE CONSTRUCTION PROCESS SHALL BE REPLACED AS NEEDED WITH SAME SPECIES.
- THERE SHALL BE A 24" WIDE STRIP OF FLORIMULCH BETWEEN SOD AND SHRUBS/GROUNDCOVERS.
- TERRA-SORB MOISTURE RETENTION GRANULES SHALL BE ADDED TO ALL TREE/PALM PITS AT THE RATE RECOMMENDED BY MANUFACTURER.
- PLANTING SOIL SHALL CONSIST OF AN EVENLY BLENDED MIX OF 50% MUCK, 25% SAND, 15% SPHAGNUM PEAT MOSS & 10% SHEEP MANURE. TWO LBS. OF FERTILIZER SHALL BE ADDED TO EACH CUBIC YARD OF SOIL & THOROUGHLY MIXED. PLANTING SOIL SHALL HAVE A PH OF BETWEEN 6.0 & 7.0 AFTER MIXING & ADDITION OF FERTILIZER.
- TOPSOIL MIX SHALL CONSIST OF 80% SAND & 20% MUCK THOROUGHLY MIXED WITH A COMMERCIAL SHREDDER. MIX SHALL BE FREE OF ROCKS, LIMBS, ROOTS & OTHER MATTER.
- ALL PLANTING BEDS MUST BE FREE OF SURFACE ROCK WITH A DIAMETER OF 1/2" OR GREATER PRIOR TO INSTALLATION OF NEED FABRIC AND/OR PLANT MATERIAL.
- ALL NEW PLANT MATERIAL SHALL HAVE A ONE YEAR GUARANTEE.
Note: Acts of God (Hurricanes) and other causes beyond the control of the landscape contractor are not covered.
- ALL WARRANTIES TO RUN CONCURRENTLY, BEGINNING UPON LANDSCAPE ARCHITECT'S FINAL ACCEPTANCE OF THE INSTALLATION, UNLESS OWNER OR GC REQUIRES CONSTRUCTION PHASING BEYOND CONTROL OF THE INSTALLER.
- WATERING IS THE RESPONSIBILITY OF THE INSTALLER DURING THE INSTALLATION PHASE UNTIL FINAL ACCEPTANCE.
- ALL NEWLY INSTALLED PLANTS TO BE HAND WATERED AS PER SCHEDULE PROVIDED.
- CONTRACTOR TO PROVIDE ONE YEAR MAINTENANCE FOR ALL NEW TREES.