

CITY OF  
TAMPA, FLORIDA

NOTICE TO BIDDERS, INSTRUCTIONS TO BIDDERS PROPOSAL, BID BOND, FORM OF NOTICE OF AWARD, AGREEMENT,  
PERFORMANCE BOND AND SPECIFICATIONS

FOR

**CONTRACT 24-C-00013**

**GREEN ARTERY SEG E - N BOULEVARD FROM  
SLIGH AVE TO E BIRD ST**

**FPIN: 441338-2-58-01**

**City Project No.1001517**

City of Tampa  
CONTRACT ADMINISTRATION DEPARTMENT  
TAMPA MUNICIPAL OFFICE BUILDING  
306 E. JACKSON STREET - 4<sup>TH</sup> FLOOR NORTH TAMPA, FLORIDA 33602

JULY 2024

CITY OF TAMPA  
CONTRACT ADMINISTRATION DEPARTMENT  
306 E. Jackson Street 280A4N  
Tampa, FL 33602

\*\*\*\*\*

**BID NOTICE MEMO**

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**Electronic Bids are not allowed for these projects.**

**Physical Bids will be received no later than 1:30 p.m.** at the above address on the indicated Date(s) for the following Project(s):

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**CONTRACT NO.:** 24-C-00013; GREEN ARTERY SEG E - N BOULEVARD FROM SLIGH AVE TO E BIRD ST

**BID OPENING:** 1:30PM, Tuesday, August 13, 2024 **ESTIMATE:** \$810,500 **SCOPE:** maintenance of traffic, roadway, signing and pavement markings, signalization, utilities adjustments/relocations, landscape, hardscape, possible contamination remediation,

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Bids will be opened in the 4th Floor Conference Room, Tampa Municipal Office Building, 306 E. Jackson Street, Tampa, Florida 33602. The public is not allowed to attend in person. To view the Bid Opening follow these instructions:

To join the Microsoft Teams meeting from your computer, tablet, or smartphone.

[Click here to join the meeting](#)

Meeting ID: 292 828 652 204 Passcode: hE5XMy

[Download Teams](#) | [Join on the web](#) Or call in (audio only) [+1 941-263-1615,135358761#](#) United States, Sarasota Phone Conference ID: 135 358 761# [Find a local number](#) | [Reset PIN](#)

<https://www.tampa.gov/>

In accordance with the Americans with Disabilities Act (“ADA”) and Section 286.26, Florida Statutes, persons with disabilities needing a reasonable accommodation to participate in this public hearing or meeting should contact the City of Tampa’s ADA Coordinator at least 48 hours prior to the proceeding. The ADA Coordinator may be contacted by phone at 813-274-3964, email at TampaADA@tampagov.net, or by submitting an ADA - Accommodations Request online form available at <http://www.tampagov.net/ADARequest>.

Please note that the City of Tampa may not be able to accommodate any request received less than 48 hours before the scheduled public hearing or meeting.

Plans and Specifications and Addenda for this work may be examined at, and downloaded from, [www.demandstar.com](http://www.demandstar.com).

Files are also available at <http://www.tampagov.net/contract-administration/programs/construction-project-bidding>.

**Email Questions to:** [contractadministration@tampagov.net](mailto:contractadministration@tampagov.net).

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NOTICE TO BIDDERS  
CITY OF TAMPA, FLORIDA  
Contract 24-C-00013 GREEN ARTERY SEG E - N BOULEVARD FROM SLIGH AVE TO E BIRD ST

Sealed Proposals will be received by the City of Tampa no later than 1:30 P.M., August 13, 2024, in the 4<sup>th</sup> Floor Conference Room, Tampa Municipal Office Building, 306 E. Jackson Street, Tampa, Florida, there to be publicly opened and read aloud.

The proposed work is to include, but not be limited to, maintenance of traffic, roadway, signing and pavement markings, signalization, utilities adjustments/relocations, landscape, hardscape, possible contamination remediation with all associated work required for a complete project in accordance with the Contract Documents.

A contractor must be pre-qualified in accordance with Rule Chapter 14-22 on the date of the Bid Opening or provide sufficient evidence of qualifications within ten (10) days thereof. All bidders must provide Certification of Current Capacity and Status of Contracts on Hand on the day of Bid Opening.

The Instructions to Bidders, Proposal, Form of Bid Bond, Agreement, Form of Public Construction Bond, Specifications, Plans and other Contract Documents are posted at DemandStar.com. Backup files may be downloaded from <http://www.tampagov.net/contract-administration/programs/construction-project-bidding>. One set may be available for reference at the office of the Contract Administration Department, Municipal Office Building, Fourth Floor North, City Hall Plaza, Tampa, Florida 33602.

Each Proposal must be submitted on the Proposal form included in the Specifications and must be accompanied by a certified check or cashier's check on a solvent bank or trust company in compliance with Section 255.051, Florida Statutes, made payable to the City of Tampa, in an amount of not less than five per cent of the total bid, or a Bid Bond, of like amount, on the form set forth in the Contract Documents, as a guarantee that, if the Proposal is accepted, the Bidder will execute the Proposed Contract and furnish a Public Construction Bond within twenty (20) days after receipt of Notice of Award of Contract.

To be eligible to submit a proposal, a Bidder must hold the required and/or appropriate current license, certificate, or registration (e.g. DBPR license/certificate of authorization, etc.) in good standing at the time of receipt of Bids. **Per Section 489.131, Florida Statutes, Proposals submitted for the construction, improvement, remodeling, or repair of public projects must be accompanied by evidence that the Bidder holds the required and/or appropriate current certificate or registration, unless the work to be performed is exempt under Section 489.103, Florida Statutes.**

The City of Tampa reserves the right to reject any or all Bids and to waive any informalities in the Bid and/or Bid Bond. Acceptance or rejection of Proposals will be made as soon as practicable after the Proposals are received, but the City reserves the right to hold Proposals for ninety (90) days from the date of Opening.

Bid Protest Procedures: Unless subsequently indicated otherwise, in a revised posting on the Department's web page for Construction Project Bidding, the City of Tampa intends to award the referenced project to the lowest bidder listed in the tabulation posted on or about the date of Bid Opening. A bidder aggrieved by this decision may file a protest not later than 4:30 P.M., five (5) business days from the first posting thereof, pursuant to City of Tampa Code Chapter 2, Article V, Division 3, Section 2-282, Procurement Protest Procedures. Protests not conforming therewith shall not be reviewed.

Pursuant to Section 2-282, City of Tampa Code, during the solicitation period, including any protest and/or appeal, NO CONTACT with City officers or employees is permitted from any bidder or proposer, other than as specifically stated in this solicitation and as follows:  
Director of the Contract Administration Department (CAD)  
Contracts Management Supervisor, Jim Greiner  
Contract Officer, Jody Gray  
City legal department

Any Requests For Information must be submitted by email to [ContractAdministration@tampagov.net](mailto:ContractAdministration@tampagov.net)

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

Pursuant to Section 287.087, Florida Statutes, under certain circumstances preference may be given to businesses with a drug-free workplace program that meets the requirements of said Section.

INSTRUCTIONS TO BIDDERS  
SECTION 1 - SPECIAL INSTRUCTIONS

I-1.01 GENERAL:

The proposed work is the GREEN ARTERY SEG E - N BOULEVARD FROM SLIGH AVE TO E BIRD ST in the City of Tampa, as required for a complete project, as shown on the plans and detailed in the specifications. The work is located on land owned or controlled by the City of Tampa.

To be eligible to submit a proposal, a Bidder must hold the required and/or appropriate current license, certificate, or registration (e.g. DBPR license/certificate of authorization, etc.) in good standing at the time of receipt of Bids. **Per Section 489.131, Florida Statutes, Proposals submitted for the construction, improvement, remodeling, or repair of public projects must be accompanied by evidence that the Bidder holds the required and/or appropriate current certificate or registration, unless the work to be performed is exempt under Section 489.103, Florida Statutes.**

I-1.02 FORM PREPARATION AND PRESENTATION OF PROPOSALS: Replace the second sentence with the following: Submission of the entire specification book is not required.

I-1.03 ADDENDA – Section I-2.03 is replaced with the following: No interpretation of the meaning of the Plans, Specifications, or other Contract Documents will be made to any Bidder orally.

Every request for such interpretation must be in writing, addressed to the City of Tampa, Contract Administration Department, 306 E. Jackson St., 4th Floor, Tampa, Florida 33602 and then emailed to [ContractAdministration@tampagov.net](mailto:ContractAdministration@tampagov.net). To be given consideration, such request must be received at least seven (7) days prior to the date fixed for the opening of the Proposals. Any and all such interpretations and any supplemental instructions will be in the form of written addenda which, if issued, will be posted on DemandStar.Com and on the Department's web page. Failure of any Bidder to receive any such addenda shall not relieve said Bidder from any obligation under his Proposal as submitted. All addenda so issued shall become part of the Contract Documents.

I-1.04 INSTRUCTIONS TO BIDDERS

**SECTION 2 – GENERAL INSTRUCTIONS.** Section I-2.07 SIGNATURE AND QUALIFICATIONS OF BIDDERS is replaced with the following:

Proposals must be signed in ink by the Bidder with signature in full. When firm is a Bidder, the Proposal shall be signed in the name of the firm by one or more partners. When a corporation is a bidder the officer signing shall set out the corporate name in full beneath which he shall sign his name and give the title of his office.

If the bidder referred to in Section I-2.07 is a corporation, it must submit; upon request, a copy of its filed Articles of Incorporation. In addition, if the bidder was incorporated in another state, it must establish that it is authorized to do business in the State of Florida. If the bidder is using a fictitious name, it must submit upon request, proof of registration of such name with the Clerk of the Circuit Court of the County where its principal place of business is. Failure to submit what is required is grounds to reject the bid of that bidder.

**SECTION 2 – GENERAL INSTRUCTIONS.** Section I-2.14 NONDISCRIMINATION IN EMPLOYMENT is changed to add the following to the end of the existing text:

The following provisions are hereby incorporated into any contract executed by or on behalf of the City. Contractor shall comply with the following Statement of Assurance: During the performance of the Contract, the Contractor assures the City, that the Contractor is in compliance with Title VII of the 1964 Civil Rights Act, as amended, the Florida Civil Rights Act of 1992, and the City of Tampa Code of Ordinances, Chapter 12, in that Firm/Contractor does not on the grounds of race, color, national origin, religion, sex, sexual orientation, gender identity or expression, age, disability, familial status, or marital status, discriminate in any form or manner against said Firm's/Contractor's employees or applicants for employment. Contractor understands and agrees that the Contract is conditioned upon the veracity of this Statement of Assurance, and that violation of this condition shall be considered a material breach of the Award/Contract. Furthermore, Contractor herein assures the City that said Contractor will comply with Title VI of the Civil Rights Act of 1964 when federal grant(s) is/are

INSTRUCTIONS TO BIDDERS  
SECTION 1 - SPECIAL INSTRUCTIONS

involved. This Statement of Assurance shall be interpreted to include Vietnam-Era Veterans and Disabled Veterans within its protective range of applicability. Firm/Contractor further acknowledges and agrees to provide the City with all information and documentation that may be requested by the City from time to time regarding the solicitation, selection, treatment and payment of subcontractors, suppliers and vendors in connection with this Award/Contract. Firm/Contractor further acknowledges that it must comply with City of Tampa Code of Ordinances, Chapter 26.5.

I-1.05 TIME FOR COMPLETION:

The work shall be arranged to be completed in accordance with a progress schedule approved by the Construction Engineer.

The time for completion of this project, referred in Article 4.01 of the Agreement, shall be 200 consecutive calendar days. The period for performance shall start from the date indicated in the Notice To Proceed.

I-1.06 LIQUIDATED DAMAGES:

The amount of liquidated damages, referred to in Article 4.06 of the Agreement, for completion of this project shall be \$1,288 per calendar day.

I-1.07 BASIS OF AWARD OF CONTRACT:

The basis of award referred to in Item I-2.11 of Instructions to Bidders shall be the greatest amount of work, which can be accomplished within the funds available as budgeted. The award may be made on the basis of the total bid, base bid, alternates(s) if any, unit bids if any, or any combination thereof deemed to be in the best interest of the City.

Unless all bids are rejected, the award will be made within 90 days after opening proposals.

I-1.08 GROUND BREAKING CEREMONY:

Arrangement may be made by the City in coordination with the Contractor, for construction to commence with a Ground Breaking Ceremony. Details will be discussed at the pre-construction conference.

I-1.09 INSURANCE:

The insurance required for this project shall be as indicated on the attached and incorporated Special Instructions pages beginning with page INS-1 entitled CITY OF TAMPA INSURANCE REQUIREMENTS, which among other things requires the Contractor to provide a Certificate of Insurance to the City prior to commencing work. The City may from time to time use a third party vendor to manage its insurance certificates and related documentation which vendor may periodically initiate contact, requests for information, etc. on the City's behalf.

I-1.10 TESTING:

The Contractor shall perform all Quality Control (QC) testing to meet the FDOT requirements in the Florida Department of Transportation, JULY 2024 Standard Specifications for Road and Bridge Construction

INSTRUCTIONS TO BIDDERS  
SECTION 1 – SPECIAL INSTRUCTIONS

I-1.10 EQUAL BUSINESS OPPORTUNITY PROGRAM (EBO) REQUIREMENTS / PROJECT SUBCONTRACTING GOAL(S)

**BIDDERS MUST SUBMIT COMPLETED AND SIGNED CITY OF TAMPA FORMS MBD-10 AND MBD-20 WITH THEIR BIDS. BIDS SUBMITTED WITHOUT THESE COMPLETED FORMS (INCLUDING SIGNATURES) WILL BE DEEMED NON-RESPONSIVE. INSTRUCTIONS ON COMPLETING THE FORMS ARE INCLUDED AFTER EACH FORM IN THIS BID PACKAGE.**

**THE CHECKED BOX INDICATES SECTION THAT APPLIES TO THIS BID.**

**SUBCONTRACTING GOAL – (WMBE and SLBE)**

In accordance with the City of Tampa's EBO Program, Chapter 26.5, City of Tampa Code, the subcontracting goal(s) has/have been established for subcontracting with City-certified underutilized WMBEs (Women and Minority Business Enterprises) and/or SLBEs (Small Local Business Enterprises) on this project (hereinafter "Goal"). *The Goal is based, in part, upon the availability of City-certified firms to perform the anticipated scope of work (Bid is subject to the subcontracting project goal(s) section for which a corresponding numerical percent is indicated).* Project Industry Category: Construction

- Project Goal(s): \_\_\_\_\_% **U-WMBE (Underutilized Woman and Minority Business Enterprise) (EBO Program)**  
per MBD Form-70 the U-WMBE subcontract Classification for Construction is African American (BBE)
- \_\_\_\_\_% **SLBE (Small Local Business Enterprise) (EBO Program) only City-certified SLBEs**
- \_\_\_\_\_% **U-WMBE/SLBE Combined (EBO Program)**  
per MBD Form-70 the U-WMBE subcontract Classification for Construction is African American (BBE)  
together with City-certified SLBEs
- \_\_\_\_\_% **WMBE/SLBE ASPIRATIONAL (EBO Program)** An all-inclusive SLBE/WMBE goal; any City certified firm counts towards goal attainment.

BIDDERS MUST SOLICIT ALL COMPANIES ON THE ATTACHED AVAILABILITY CONTACT LIST at least **five (5) City business days or more prior to bid opening as a first step** to demonstrate Good Faith Efforts to achieve the Goal. Substantive documentation that demonstrates Good Faith Efforts to achieve the Goal **must be submitted with the bid**, including emails, faxes, phone calls, letters, and other communication with City-certified firms. Bidders may explore other potential opportunities for subcontracting by consulting the current directory of all certified firms posted by the City of Tampa at <https://tampa.diversitysoftware.com> as the Availability Contact List may not be inclusive of all firms that could count toward Goal attainment. However, ONLY SUBCONTRACTING with those specific WMBEs designated as "underutilized" by Classification in the appropriate industry category (and, if made applicable by being specifically included in the above Goal, SLBEs) will count toward meeting the Goal. Making Good Faith Efforts through these and other means (not pro-forma) is the responsibility of the Bidder. See the attached Good Faith Effort Compliance Plan (GFCEP) (MBD Form-50) for specific requirements.

GOOD FAITH EFFORT COMPLIANCE PLAN (GFCEP) REQUIRED (MBD FORM-50). When a Goal has been established, the Bidder **must submit** with its bid a Good Faith Effort Compliance Plan (GFCEP) using the attached MBD Form-50 together with supporting documentation as specified therein. **Submittals that do not contain MBD Form-50 when a Goal has been established will be deemed non-responsive.** Additional explanation and documentation is required whenever a City-certified subcontractor's quote is not utilized. Any additional information regarding GFCEP (post-bid) shall be only upon the City's request for clarification of information submitted with bid and not to "cure" omissions or deficiencies of the bid.

**NOTE:** When U-WMBEs are included in a Goal, only those City-certified subcontractors whose WMBE Classification is designated "underutilized" will count toward Goal attainment. Refer to **MBD Form-70** to identify underutilized WMBEs by subcontract Classification for the applicable project industry category. A prime bidder who is a City-certified WMBE and/or SLBE is not exempt from the **GFCEP MBD Form-50** requirements.

**SUBCONTRACTING GOAL – (DBE) FDOT DISADVANTAGED BUSINESS ENTERPRISE PROGRAM**

The City of Tampa is required to use the Florida Department of Transportation (FDOT) Disadvantaged Business Enterprise (DBE) program on contracts with Federal Highway Administration (FHWA) funds. Effective October 1, 2017 through to September 30, 2020, the overall FDOT DBE aspirational goal is **10.67%** and is *race neutral*, meaning that FDOT believes the aspirational DBE goal may be achieved entirely through ordinary, competitive procurement methods. Despite the absence of a contract specific DBE goal on this project, the City encourages bidders to seek out and use DBEs and other minority, small businesses. For assistance in identifying certified DBEs, FDOT offers the use of its supportive services program accessed via FDOT's Equal Opportunity Office at <http://www.fdot.gov/equalopportunity/serviceproviders.shtm>. FDOT DBE rules and regulations apply to this solicitation, including the requirement to report bidder opportunity information in the FDOT Equal Opportunity Compliance (EOC) web-based application within three (3) business days of submission of the bid for ALL subcontractors who quoted bidder for this specific project. The five (5) char/digit LAP Agreement Contract Number for this project is G . The web address to the EOC system is: <https://fdotwp1.dot.state.fl.us/EqualOpportunityCompliance/Account.aspx/LogIn?ReturnUrl=%2fEqualOpportunityCompliance>

**NOTE:** Regardless of FDOT DBE program applicability, for data collection purposes bidder still **must submit** City Forms MBD-10

and MBD-20 completed and signed with its bid or the bid will be deemed non-responsive.

**DIVERSITY MANAGEMENT INITIATIVE (DMI) DATA REPORTING FORMS REQUIRED FOR ALL CONTRACTS**

Bidder **must submit**, with its bid, completed and signed Forms MBD-10 and MBD-20 to be considered a responsive bid. Specifically, the 'Schedule of All Solicited Sub-(Contractors/Consultants/Suppliers) (Form MBD-10)' listing all subcontractors (including non-certified) solicited and 'Schedule of All -To Be Utilized Sub-(Contractors/Consultants/Suppliers) (Form MBD-20)' listing all subcontractors (including non-certified) to be utilized. Supplemental forms, such as 'Form MBD-40 Official Letter Of Intent' (LOI), can be submitted with the bid or once declared lowest-responsive bidder. After an award, 'DMI Sub-(Contractors/Consultants/Suppliers) Payment Form (Form MBD-30)' is to be submitted with payment requests to report payments to subcontractors and using the on-line automated MBD compliance software system available at <https://tampa.diversitysoftware.com>

**For additional information about the WMBE and SLBE programs contact the Minority and Small Business Development Office at 813-274-5522. (3-18)**



INSTRUCTIONS TO BIDDERS  
SECTION 1 - SPECIAL INSTRUCTIONS

I-1.11 BID SECURITY:

Surety companies shall have a rating of not less than B+ Class VI as evaluated in the most recently circulated Best KeyRating Guide Property/Casualty.

I-1.12 PUBLIC CONSTRUCTION BOND:

The Bidder who is awarded the Contract will be required to furnish a Public Construction Bond upon the form provided herein, equal to 100 percent of the Contract price, such Bond to be issued and executed by (a) surety company(ies) acceptable to the City and licensed to underwrite contracts in the State of Florida. After execution of the Agreement and before commencing work, the Contractor must provide the City a certified copy of the officially recorded Bond.

I-1.13 AGREEMENT

**SECTION 2 – POWERS OF THE CITY’S REPRESENTATIVES**, new Article 2.05:

Add the following:

Article 2.05 CITY’S TERMINATION FOR CONVENIENCE:

The City may, at any time, terminate the Contract in whole or in part for the City’s convenience and without cause. Termination by the City under this Article shall be by a notice of termination delivered to the Contractor, specify the extent of termination and the effective date.

Upon receipt of a notice of termination, the Contractor shall immediately, in accordance with instructions from the City, proceed with performance of the following duties regardless of delay in determining or adjusting amounts due under this Paragraph:

- (a) cease operations as specified in the notice;
- (b) place no further orders and enter into no further subcontracts for materials, labor, services or facilities except as necessary to complete continued portions of the Contract;
- (c) terminate all subcontracts and orders to the extent they relate to the Work terminated;
- (d) proceed to complete the performance of Work not terminated; and
- (e) take actions that may be necessary, or that the City may direct, for the protection and preservation of the terminated Work.

The amount to be paid to the Contractor by the City because of the termination shall consist of:

- (a) for costs related to work performed on the terminated portion of the Work prior to the effective date including termination costs relative to subcontracts that are properly chargeable to the terminated portion of the Work;
- (b) the reasonable costs of settlement of the Work terminated, including accounting, legal, clerical and other expenses reasonable necessary for the preparation of termination settlement proposals and supporting data; additional costs of termination and settlement of subcontracts excluding amounts of such settlements; and storage, transportation, and other costs incurred which are reasonably necessary for the preservation, protection or disposition of the terminated Work; and
- (c) a fair and reasonable profit on the completed Work unless the Contractor would have sustained a loss on the entire Contract had it been completed.

Allowance shall be made for payments previously made to the Contractor for the terminated portion of the Work, and claims which the City has against the Contractor under the Contract, and for the value of materials supplies, equipment or other items that are part of the costs of the Work to be disposed of by the Contractor.

**SECTION 5 – SUBCONTRACTS AND ASSIGNMENTS**, Article 5.01, Page A-7, last paragraph:

Change “...twenty-five (25) percent...” to “...fifty-one (51) percent...”

**SECTION 8 – CONTRACTOR’S EMPLOYEES**, Article 8.03, Page A-9, delete Article 8.03 in its entirety and

Replace with the following new article:

ARTICLE 8.03 EMPLOYMENT OPPORTUNITIES

The Contractor shall, in the performance of the work required to be done under this Contract, employ all workers without discrimination and must not maintain, provide or permit facilities that are segregated.

INSTRUCTIONS TO BIDDERS  
SECTION 1 - SPECIAL INSTRUCTIONS

**SECTION 10 – PAYMENTS**, Article 10.05, Page A-10, 1<sup>st</sup> Paragraph, 1<sup>st</sup> Sentence:

Change "...fair value of the work done, and may apply for..." to "...fair value of the work done, and shall apply for..."

**SECTION 10 – PAYMENTS**, Article 10.05, Page A-10, 1<sup>st</sup> Paragraph, 1<sup>st</sup> Sentence:

Change "...fair value of the work done, and may apply for..." to "...fair value of the work done, and shall apply for..." Note: Retainage as referenced in Article 10.05 is limited to a maximum of five percent (5%).

**SECTION 11 – MISCELLANEOUS PROVISIONS**, Article 11.02, Page A-12, 1<sup>st</sup> Paragraph, 2<sup>nd</sup> Sentence:

Delete the 2<sup>nd</sup> Sentence in its entirety and replace it with the following new 2<sup>nd</sup> Sentence:

Without limiting application of Article 11.07, below, whenever the Contractor is required or desires to use any design, device, material, or process covered by letters of patent or copyright, the Contractor shall indemnify, defend, and hold harmless the City Indemnified Parties (as defined below) from any and all Claims (as defined below) for infringement by reason of the use of any such patented design, device, tool, material, equipment, or process, to be performed under the Contract and damages which may be incurred by reason of such infringement at any time during the prosecution or after completion of the work.

**SECTION 11 – MISCELLANEOUS PROVISIONS**, Article 11.03, Page A-12:

Delete Article 11.03 in its entirety and replace with the following new article:

ARTICLE 11.03 INTENTIONALLY OMITTED.

**SECTION 11 – MISCELLANEOUS PROVISIONS**, Article 11.07, Page A-12:

Delete Article 11.07 in its entirety and replace with the following new article:

ARTICLE 11.07 INDEMNIFICATION PROVISIONS

Whenever there appears in this Agreement, or in the other Contract Documents made a part hereof, an indemnification provision within the purview of Chapter 725.06, Laws of Florida, the monetary limitation on the extent of the indemnification under each such provision shall be One Million Dollars or a sum equal to the total Contract price, whichever shall be the greater.

Contractor releases and agrees to defend, indemnify and hold harmless the City, its officers, elected and appointed officials, employees, and/or agents (collectively, "City Indemnified Parties") from and against any and all losses, liabilities, damages, penalties, settlements, judgments, charges, or costs (including without limitation attorneys' fees, professional fees, or other expenses) of every kind and character arising out of any and all claims, liens, is entitled to indemnification hereunder. This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Contractor's insurance coverage.

The parties agree that to the extent the written terms of this indemnification are deemed by a court of competent jurisdiction to be in conflict with any provisions of Florida law, in particular Sections 725.06 and 725.08, Florida Statutes, the written terms of this indemnification shall be deemed by any court of competent jurisdiction to be modified in such a manner as to be in fully and complete compliance with all such laws and to contain such limiting conditions or limitations of liability, or to not contain any unenforceable or prohibited term or terms, such that this indemnification shall be enforceable in accordance with and to the maximum extent permitted by Florida law.

The obligation of Contractor under this Article is absolute and unconditional; it is not conditioned in any way on any attempt by a City Indemnified Party to collect from an insurer any amount under a liability insurance policy, and is not subject to any set-off, defense, deduction, or counterclaim that the Contractor might have against the City Indemnified Party. The duty to defend hereunder is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of Contractor, the City, and any City Indemnified Party. The duty to defend arises immediately upon presentation of a Claim by any party and written notice of such Claim being provided to Contractor. Contractor's defense and indemnity obligations hereunder will survive the expiration or earlier termination of this Contract.

INSTRUCTIONS TO BIDDERS  
SECTION 1 - SPECIAL INSTRUCTIONS

Contractor agrees and recognizes that the City Indemnified Parties shall not be held liable or responsible for any Claims which may result from any actions or omissions of Contractor in which the City Indemnified Parties participated either through providing data or advice and/or review or concurrence of Contractor's actions. In reviewing, approving or rejecting any submissions by Contractor or other acts of Contractor, the City in no way assumes or shares any responsibility or liability of Contractor or any tier of subcontractor/subconsultant/supplier, under this Contract.

In the event the law is construed to require a specific consideration for such indemnification, the parties agree that the sum of Ten Dollars and 00/100 (\$10.00), receipt of which is hereby acknowledged, is the specific consideration for such indemnification and the providing of such indemnification is deemed to be part of the specifications with respect to the services provided by Contractor.

**SECTION 11 – MISCELLANEOUS PROVISIONS**, Article 11.12, Page A-13:

Change Article 11.12 to add the following new language after existing text:

The City of Tampa is a public agency subject to Chapter 119, Florida Statutes. In accordance with Florida Statutes, 119.0701, Contractor agrees to comply with Florida's Public Records Law, including the following:

1. Contractor shall keep and maintain public records required by the City to perform the services under this Agreement;
2. Upon request by the City, provide the City with copies of the requested records, having redacted records in total on in part that are exempt from disclosure by law or allow the records to be inspected or copied within a reasonable time (with provision of a copy of such records to the City) on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
3. Ensure that records, in part or in total, that are exempt or that are confidential and exempt from disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion (or earlier termination) of the Agreement if Contractor does not transfer the records to the City;
4. Upon completion (or earlier termination) of the Agreement, Contractor shall within 30 days after such event either transfer to the City, at no cost, all public records in possession of the Contractor or keep and maintain the public records in compliance with Chapter 119, Florida Statutes. If Contractor transfers all public records to the City upon completion (or earlier termination) of the Agreement, Contractor shall destroy any duplicate records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion (or earlier termination) of the Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency.

The failure of Contractor to comply with Chapter 119, Florida Statutes, and/or the provisions set forth in this Article shall be grounds for immediate unilateral termination of the Agreement by the City; the City shall also have the option to withhold compensation due Contractor until records are received as provided herein.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 813-274-8598, JIM.GREINER@TAMPAGOV.NET, AND CONTRACT ADMINISTRATION DEPARTMENT, TAMPA MUNICIPAL OFFICE BUILDING, 4TH FLOOR, 306 E. JACKSON ST. TAMPA, FLORIDA 33602.**

INSTRUCTIONS TO BIDDERS  
SECTION 1 - SPECIAL INSTRUCTIONS

I-1.14 Contractors must utilize the U.S. Department of Homeland Security's E-Verify Systems to verify the employment eligibility of all persons employed during the term of the Contract to perform employment duties within the State of Florida and all persons, including subcontractors, assigned by Contractor to perform work pursuant to the contract.

E-Verify. In accordance with Section 448.095, Florida Statutes, the Contractor agrees to register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract for the services specified in the Contract. The Contractor must also include a requirement in subcontracts that the subcontractor must register with and utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. If the Contractor enters into a contract with a subcontractor, the subcontractor must provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the Contract. If the City has a good faith belief that the Contractor has knowingly violated Section 448.09(1), Florida Statutes, the City shall terminate the Contract with the Contractor, and the Contractor may not be awarded a contract with the City for at least 1 year after the date on which the Contract was terminated. The Contractor is liable for any additional costs incurred by the City as a result of the termination of the Contract. If the City has a good faith belief that a subcontractor knowingly violated the law, but the Contractor has otherwise complied with the law, the City shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.

I-1.15 GENERAL PROVISIONS; G-2.02 Copies Furnished to Contractor: Replace the first paragraph with the following:

The Contractor shall acquire for its use copies of the plans and specifications as needed, which may be downloaded from the City's web site, at <http://www.tampagov.net/contract-administration/programs/construction-project-bidding>.

Bidder as part of the solicitation process (and as Contractor if Bidder is successful) may hold, come into possession of, and/or generate certain building plans, blueprints, schematic drawings, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, facility, or other structure owned or operated by the City or an agency (singularly or collectively "Exempt Plans"), which pursuant to Section 119.071(3), Florida Statutes, are exempt from Section 119.07(1), Florida Statutes and Section 24(a), Art. I of the Florida State Constitution. Contractor certifies it has read and is familiar the exemptions and obligations of Section 119.071(3), Florida Statutes; further that Contractor is and shall remain in compliance with same, including without limitation maintaining the exempt status of such Exempt Plans, for so long as any Exempt Plans are held by or otherwise in its possession.

I-1.16 PAYMENT DISPUTE RESOLUTION

Any dispute pertaining to pay requests must be presented to the City pursuant to Executive Order 2003-1.

I-1.17 SCRUTINIZED COMPANIES CERTIFICATION

Section 287.135, Florida Statutes, prohibits agencies or local governmental entities from contracting for goods or services of any amount with companies that are on the Scrutinized Companies that Boycott Israel List or are engaged in a boycott of Israel, and of \$1 million or more with companies that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations in Cuba or Syria. Specifically, Section 287.135(2), Florida Statutes, states: "A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of: (a) Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; or (b) One

INSTRUCTIONS TO BIDDERS  
SECTION 1 - SPECIAL INSTRUCTIONS

million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company: 1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473; or 2. Is engaged in business operations in Cuba or Syria.”

Upon submitting its bid or proposal, a bidder/proposer: (i) certifies the company is not in violation of Section 287.135, Florida Statutes, and shall not be in violation at the time the company enters into or renews any resulting contract; and (ii) agrees any such resulting contract shall be deemed to contain a provision that allows the City, at its option, to terminate such contract for cause if the company is found to have submitted a false certification, been placed on one or any of the foregoing Lists, been engaged in a boycott of Israel, or been engaged in business operations in Cuba or Syria.

I-1.18 FLORIDA'S PUBLIC RECORDS LAW; DATA COLLECTION

Pursuant to Section 119.071(5)(a)2a, Florida Statutes, social security numbers shall only be collected from Bidders and/or Contractor by the City should such number be needed for identification, verification, and/or tax reporting purposes. To the extent Bidder and/or Contractor collects an individual's social security number in the course of acting on behalf of the City pursuant to the terms and conditions of its Proposal or, if awarded, the Agreement, Bidder and/or Contractor shall follow the requirements of Florida's Public Records Law.

I-1.19 CONFLICT OF INTEREST

The Contractor shall comply with the following provision, and shall include, and require its subcontractors to include in each subcontract the following provision: 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.

I-1.20 INDEMNIFICATION

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

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

I-1.21 s.20.055(5) Florida Statutes

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.

INSTRUCTIONS TO BIDDERS  
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I-1.22 CONTRACT EXCLUSIONS:

Contractor purchased equipment for State of local ownership is expressly excluded from this contract.

Local hiring preference is expressly excluded from this contract.

Owner force account contracting is expressly excluded from this contract.

Public agencies in competition with the private sector are expressly excluded from this contract.

Publicly owned equipment is expressly excluded from this contract.

Salvage credits are expressly excluded from this contract.

State or local preferences are expressly excluded from this contract.

Nothing in the contract is to be construed as limiting the Proposal to domestic-owned contractors only. The Proposal does not include the Florida orders on business with Syria, Cuba, Iran, and Sudan.

I-1.23 STANDARDIZED CHANGED CONDITIONS:

23 CFR 635.109 is included by reference and is applicable where not already covered by the agreement.

I-1.25 General Provisions, Section 5 Inspection and Testing

G-5.01 General: change the second paragraph to read - "Testing of materials shall be performed by the Contractor unless otherwise specified."

G-5.02 Costs: change the first paragraph to read - "All testing of materials furnished under this Contract will be performed by the Contractor without cost to the City, unless otherwise specified."

I-1.26 CITY-FUNDED WORK

Specifications herein that may not be applicable to the bid items are provided for City-Funded work that may be encountered.

# INSTRUCTIONS TO BIDDERS

## SECTION 2 GENERAL INSTRUCTIONS

### I-2.01 BIDDER'S RESPONSIBILITY

Before submitting Proposals, Bidders shall carefully examine the entire site of the proposed work and adjacent premises and the various means of approach and access to the site, and make all necessary investigations to inform themselves thoroughly as to the facilities necessary for delivering, placing and operating the necessary construction equipment, and for delivering and handling materials at the site, and inform themselves thoroughly as to all difficulties involved in the completion of all the work in accordance with the Contract Documents.

Bidders must examine the Plans, Specifications, and other Contract Documents and shall exercise their own judgment as to the nature and amount of the whole of the work to be done, and for the bid prices must assume all risk of variance, by whomsoever made, in any computation or statement of amounts or quantities necessary to complete the work in strict compliance with the Contract Documents.

Elevations of the ground are shown on the Plans and are believed to be reasonably correct, but are not guaranteed to be absolutely so and are presented only as an approximation. Bidders shall satisfy themselves as to the correctness of all elevations.

The City may have acquired, for its own use, certain information relating to the character of materials, earth formations, probable profiles of the ground, conditions below ground, and water surfaces to be encountered at the site of the proposed work. This information, if it exists, is on file at the offices of the Department of Public Works and Bidders will be permitted to see and examine this information for whatever value they consider it worth. However, this information is not guaranteed, and Bidders should satisfy themselves by making borings or test pits, or by such other methods as they may prefer, as to the character, location, and amounts of water, peat, clay, sand, quicksand, gravel, boulders, conglomerate, rock, gas or other material to be encountered or work to be performed.

Various underground and overhead structures and utilities are shown on the plans. The location and dimensions of such structures and utilities, where given, are believed to be reasonably correct, but do not purport to be absolutely so. These structures and utilities are plotted on the Plans for the information of the Bidders, but information so given is not to be construed as a representation or assurance that such structures will be found or encountered as plotted, or that such information is complete or accurate.

### I-2.02 FORM, PREPARATION AND PRESENTATION OF PROPOSALS

Each Proposal shall be submitted upon the Proposal Form and in accordance with the instructions included herein. The Proposal Form must not be detached herefrom. All blank spaces for bid prices must be filled in, in both words and figures, with the unit or lump sum prices, or both, for which the Proposal is made. The computed total price for each unit price Contract Item shall be determined by multiplying the estimated quantity of the item, as set forth in the Proposal Form, by the corresponding unit price bid for such item. The resulting product shall be entered in the appropriate blank space under the column headed "Computed Total Price for Item". The lump sum price bid for each lump sum price Contract Item shall also be entered in the column headed "Computed Total Price for Item". If a Proposal contains any omissions, erasures, alterations, additions, or items not called for in the itemized Proposal, or contains irregularities of any kind, such may constitute sufficient cause for rejection of the Proposal. In case of any discrepancy in the unit price or amount bid for any item in the Proposal, the price as expressed in written words will govern. In no case is the Agreement Form to be filled out or signed by the Bidder.

In the case of certain jobs bid Lump Sum a "Schedule of Unit Prices" must be filled out as an attachment to the Lump Sum proposal. These prices may be used as a guide for the negotiation of change orders, at the City's option.

The proposal must be signed and certified and be presented on the prescribed form in a sealed envelope on/or before the time and at the place stated in the Notice of Bidders, endorsed with the name of the person, firm or corporation presenting it, the date of presentation, and the title of the work for which the Proposal is made.

Unless the apparent low bidder is now engaged in or has recently completed contract work for the City of Tampa, he, if requested, shall furnish to the City, after the opening of bids and prior to award, a summary statement of record of construction experience over the past three (3) years with proper supporting evidence, and, if required by the City, shall also furnish a list of equipment and other facilities pertinent to and available for the proper execution of the proposed work, and a statement of financial resources to the extent necessary to establish ability to carry on the proposed work. The City may make further investigations as considered necessary with respect to responsibility of the Bidder to whom it appears may be awarded the Contract.

If forwarded by mail, the sealed envelope containing the Proposal, endorsed as directed above, must be enclosed in another envelope addressed as specified in the Notice to Bidders and sent by registered mail.

### I-2.03 ADDENDA AND INTERPRETATIONS

No interpretation of the meaning of the Plans, Specifications, or other Contract Documents will be made to any Bidder orally.

Every request for such interpretation must be in writing, addressed to the Contract Administration Department, Tampa Municipal Office Building, 4th Floor North, City Hall Plaza, Tampa, Florida 33602. To be given consideration, such request must be received at least seven (7) days prior to the date fixed for the opening of the Proposals. Any and all such interpretations and any supplemental instructions will be in the form of written addenda which, if issued, will be sent by certified mail, with return receipt requested, to all prospective bidders at the respective addresses furnished, for such purposes, not later than three (3) working days prior to the date fixed for the opening of the Proposals, and if requested, a copy will be delivered to the prospective bidder's representative. Failure of any Bidder to receive any such addenda shall not relieve said Bidder from any obligation under his Proposal as submitted. All addenda so issued shall become part of the Contract Documents.

### I-2.04 BID SECURITY

Each Proposal must be accompanied by a certified or cashier's check issued by a solvent bank or trust company and payable at sight to the City of Tampa, in compliance with Section 255.051 Florida Statutes, or a Bid Bond upon the form provided herein, in an amount of not less than five percent of the sum of the computed total amount of the Bidder's Proposal as a guarantee that if the Proposal is accepted, the Bidder will execute and fill in the proposed Contract and Public Construction Bond within twenty (20) days after notice of award of the Contract. Certified checks shall have all necessary documentary revenue stamps attached if required by law. Surety on Bid Bonds shall be a duly authorized surety company authorized to do business in the State of Florida, and all such Bonds shall be issued or countersigned by a local resident producing agent, and satisfactory evidence of the authority of the person or persons executing such Bond to Execute the same shall be submitted with the Bond. Bid Bonds shall be issued by a surety company acceptable to the City.

Within ten (10) days after the opening of Proposals, the bid security of all but the three lowest Bidders will be returned. The bid security of the remaining two Bidders whose Proposals are not accepted will be

returned within ten (10) days after the execution of the Contract, or, if no such Contract has been executed, within ninety (90) days after the date of opening Proposals. The bid security of the Bidder whose Proposal is accepted will be returned only after he has duly executed the Contract and furnished the required Public Construction Bond and insurance.

Should it be necessary for the City to retain the bid security and said bid security is in the form of checks, the checks of these Bidders will be returned if replaced by Bid Bonds in an amount equal to the amount of the checks of such Bidders in such form and issued by a surety company acceptable to the City.

A Bidder may withdraw his Proposal before the time fixed for the opening of Proposals, without prejudice to himself, by communicating his purpose, in writing, to the Mayor and City Council, and when his communication is received, the Proposal will be handed to him or his authorized agent unopened. No Bidder may withdraw his Proposal within ninety (90) days after the day of opening Proposals.

The Bidder whose Proposal is accepted shall enter into a written contract, upon the Agreement form included herein, for the performance of the work and furnish the required Public Construction Bond within twenty (20) days after written notice by the City of Award of Contract has been served on such Bidder personally or after receipt of the written notice by registered mail to such Bidder at the address given in his Proposal.

If the Bidder to whom a Contract is awarded refuses or neglects to execute it or fails to furnish the required Public Construction Bond within twenty (20) days after receipt by him of the Notice of Award of Contract, the amount of his bid security shall be forfeited and shall be retained by the City as liquidated damages, and not as a penalty, it being now agreed that said sum is a fair estimate of the amount of damages that the City will sustain in case said Bidder fails to enter into a Contract and furnish the required Public Construction Bond. If a Bid Bond was furnished, the full amount of the Bond shall become due and payable as liquidated damages caused by such failure. The full amount of the bid security shall be forfeited as liquidated damages without consideration of the fact that an award may be less than the full amount of the Bidder's Proposal, excepting that the award shall be within the conditions of said Proposal relating to the basis of consideration for an award. No plea of mistake in the bid or misunderstanding of the conditions of forfeiture shall be available to the Bidder for the recovery of his deposit or as a defense to any action based upon the neglect or refusal to execute a contract.

#### I-2.05 LAWS AND REGULATIONS

The Bidder who is awarded the Contract must comply with all laws of the State of Florida, and all applicable Ordinances of the City of Tampa respecting labor and compensation and with all other statutes, ordinances, rules and regulations applicable and having the force of law.

#### I-2.06 PUBLIC CONSTRUCTION BOND

The Bidder who is awarded the Contract will be required to furnish a Public Construction Bond upon the form provided herein, equal to 100 percent of the Contract price, such Bond to be executed by a surety company acceptable to the City of Tampa and licensed to underwrite contracts in the State of Florida. Surety companies shall have a rating of not less than: B+ Class VI as evaluated in the most recently circulated BEST'S KEY RATING GUIDE PROPERTY-LIABILITY.

#### I-2.07 SIGNATURE AND QUALIFICATIONS OF BIDDERS

Proposals must be signed in ink by the Bidder with signature in full. When a firm is a Bidder, the Proposal shall be signed in the name of the firm by one or more of the partners. When a corporation is a Bidder the officer signing shall set out the corporate name in full beneath which he shall sign his name and give the title of his office. The Proposal shall also bear the seal of the corporation attested by its secretary. Anyone signing the Proposal as agent must file with it legal evidence of his authority to do so.

Bidders who are nonresident corporations shall furnish to the City a

duly certified copy of their permit to transact business in the State of Florida, signed by the Secretary of State, within ten days of the notice to do so. Such notice will be given to Bidders who are nonresident corporations, to whom it appears an award will be made, and the copy of the permit must be filed with the City before the award will be made. Failure to promptly submit this evidence of qualification to do business in the State of Florida may be basis for rejection of the Proposal.

#### I-2.08 REJECTION OF PROPOSALS

The City reserves the right to reject any Proposal if investigation of the Bidder fails to satisfy the City that such Bidder is properly qualified to carry out the obligations and to complete the work contemplated therein. Any or all Proposals will be rejected if there is reason to believe that collusion exists among Bidders. Proposals will be considered irregular and may be rejected if they show serious omissions, alterations in form, additions not called for, conditions or unauthorized alternates, or irregularities of any kind. The City reserves the right to reject any or all Proposals and to waive such technical errors as may be deemed best for the interests of the City.

#### I-2.09 QUANTITIES ESTIMATED ONLY

The estimate of quantities of the various items of work and materials, if set forth in the Proposal Form, is approximate only and is given solely to be used as a uniform basis for the comparison of Proposals.

The quantities actually required to complete the Contract work may be less or more than so estimated, and if awarded a Contract for the work specified, the Contractor agrees that he will not make any claim for damages or for loss of profits because of a difference between the quantities of the various classes of work assumed for comparison of Proposals and quantities of work actually performed. The City further reserves the right to vary the quantities in any amount.

#### I-2.10 COMPARISON OF PROPOSALS

Except jobs bid on a "One Lump Sum" basis, proposals will be compared on the basis of a total computed price arrived at by taking the sum of the estimated quantity of each item and the corresponding unit price of each item, and including any lump sum prices on individual items.

The computed total prices for individual Contract Items and the total computed price for the entire Contract, as entered by the Bidder in the Proposal Form, are for convenience only and are subject to correction in the tabulation and computation of the Proposals.

#### I-2.11 BASIS OF AWARD

The Contract will be awarded, if at all, to the lowest responsible Bidder or Bidders, as determined by the City and by the terms and conditions of the Contract Documents. Unless all bids are rejected, the award will be made within ninety (90) days after the opening of Proposals. The successful Bidder will be required to possess, or obtain, a valid City Occupational License.

#### I-2.12 INSURANCE REQUIRED

The successful Bidder and his subcontractors will be required to procure and pay for insurance covering the work in accordance with the provisions of Article 6.02 of the Agreement as indicated on special instructions pages beginning with INS-1.

#### I-2.13 NO ASSIGNMENT OF BID

No Bidder shall assign his bid or any rights thereunder.

#### I-2.14 NONDISCRIMINATION IN EMPLOYMENT

Contracts for work under this Proposal will obligate the contractors and subcontractors not to discriminate in employment practices.

Bidders must, if requested, submit with their initial bid a signed statement as to whether they have previously performed work subject to the President's Executive Order Nos. 11246 and 11375.

Bidders must, if requested, submit a compliance report concerning their employment practices and policies in order to maintain their eligibility to receive the award of the Contract.

Successful Bidders must, if requested, submit a list of all subcontractors who will perform work on the project and written,



signed statement from authorized agents of the labor pools with which they will or may deal for employees on the work together with supporting information to the effect that said labor pools practices and policies are in conformity with Executive Order No. 11246 and that said labor pools will affirmatively cooperate in or offer no hindrance to the recruitment, employment and equal treatment of employees seeking employment and performing work under the Contract, or a certification as to what efforts have been made to secure such statements when such agents or labor pools have failed or refused to furnish them prior to the award of the Contract.

#### I-2.15 LABOR STANDARDS

The Bidder's attention is directed to the Contract Provisions of the Labor Standards for federally assisted projects which may be attached to and made a part of the Agreement.

#### I-2.16 NOTICE TO LABOR UNIONS

If applicable, the successful Bidder will be required to provide Labor Unions and other organizations of workers a completed copy of the form entitled "Notice to Labor Unions or Other Organizations of Workers", and such form may be made a part of the Agreement.

#### I-2.17 NOTICE TO PROSPECTIVE FEDERALLY-ASSISTED CONSTRUCTION CONTRACTORS

A Certification of Nonsegregated Facilities, as required by the May 9, 1967, Order (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted to said Secretary prior to the award of a federally-assisted construction and Contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause. The form of certification may be bound herein following the form of Bid Bond.

Contractors receiving federally-assisted construction Contract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of the following notice to prospective subcontractor for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity Clause:

#### NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

"A Certification of Nonsegregated Facilities, as required by the May 9, 1967, Order (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause."

"Contractors receiving subcontract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide from the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity Clause."

The United States requires a pre-award conference if a proposed construction contract exceeds one million dollars to determine if the the prospective contractor is in compliance with the Equal Employment Opportunity requirements of Executive Order 11246 of September 24, 1965. In such instances, a meeting may be scheduled at which the prospective contractor must specify what affirmative action he has taken or proposed to take to assure equal employment opportunity which must be approved by the United States before award of the contract will be authorized.

Bidders must be prepared to submit an Equal Employment Opportunity (EEO) plan at a pre-award conference. The plan must include bidding opportunities offered by the Bidder to minority subcontractors.

On October 13, 1971, President Nixon issued Executive Order 11246 emphasizing the government's commitment to the promotion of minority business enterprise. Accordingly, the United States is firmly

committed to the utilization of available resources to support this important program. U.S. agencies are most interested in realizing minority participation on the subject. Achieving equal employment opportunity compliance is required through Executive Order 11246. WE cannot emphasize too strongly that minority subcontractors be extended subcontractors bidding opportunities as but one step in your affirmative action policy.

Due to the importance of this contract, U.S. Agencies may conduct an EEO Conference prior to the award of the Contract. It is suggested that the responsive Bidder confirm the minority subcontractors he contacted for bids or quotations in his EEO plan submitted at the conference.

#### I-2.18 EEO AFFIRMATIVE ACTION REQUIREMENTS

By the submission of a Proposal, each Bidder acknowledges that he understands and will agree to be bound by the equal opportunity requirements of Federal regulations which shall be applicable throughout the performance of work under any contract awarded pursuant to solicitation. Each Bidder agrees that if awarded a contract, he will similarly bind contractually each subcontractor. In policies, each Bidder further understands and agrees that if awarded a contract, he must engage in Affirmative Action directed to promoting and ensuring equal employment opportunity in the work force used under the contract (and he must require contractually the same effort of all subcontractors whose subcontracts exceed \$100,000). The Bidder understands and agrees that "Affirmative Action" as used herein shall constitute a good faith effort to achieve and maintain minority employment in each trade in the on-site work force used on the project. \*\*\*\*\* END of SECTION \*\*\*\*\*

## CITY OF TAMPA INSURANCE REQUIREMENTS

Prior to commencing any work or services or taking occupancy under that certain written agreement or award (for purposes of this document, Agreement) between the City of Tampa, Florida (City) and Firm/Awardee/Contractor/Consultant/Lessee/non-City party, etc. (for purposes of this document, Firm) to which this document is attached and incorporated as an Exhibit or otherwise, and continuing during the term of said Agreement (or longer if the Agreement and/or this document so requires), Firm shall provide, pay for, and maintain insurance against claims for injuries to persons (including death) or damages to property which may arise from or in connection with the performance of the Agreement (including without limitation occupancy and/or use of certain property/premises) by Firm, its agents, representatives, employees, suppliers, subtenants, or subcontractors (which term includes sub-consultants, as applicable) of any tier subject to the terms and conditions of this document. Firm's maintenance of insurance coverage as required herein is a material element of the Agreement and the failure to maintain or renew coverage or provide evidence of same (defined to include without limitation Firm's affirmative duty to provide from time to time upon City's request certificates of insurance, complete and certified copies of Firm's insurance policies, forms, and endorsements, information on the amount of claims payments or reserves chargeable to the aggregate amount of coverage(s) whether during the term of the Agreement or after as may be requested by the City in response to an issue or potential claim arising out of or related to the Agreement to which Firm's insurance obligations hereunder may apply or possibly help mitigate) may be treated as a material breach of the Agreement. Should at any time Firm not maintain the insurance coverages required, City at its sole option (but without any obligation or waiver of its rights) may (i) terminate the Agreement or (ii) purchase such coverages as City deems necessary to protect itself (charging Firm for same) and at City's option suspending Firm's performance until such coverage is in place. If Firm does not reimburse City for such costs within 10 days after demand, in addition to any other rights, City shall also have the right to offset such costs from amounts due Firm under any agreement with the City. All provisions intended to survive or to be performed subsequent to the expiration or termination of the Agreement shall survive, including without limitation Firm's obligation to maintain or renew coverage, provide evidence of coverage and certified copies of policies, etc. upon City's request and/or in response to a potential claim, litigation, etc.

The City reserves the right from time to time to modify or waive any or all of these insurance requirements (or to reject policies) based on the specific nature of goods/services to be provided, nature of the risk, prior experience, insurer, coverage, financial condition, failure to operate legally, or other special circumstances. If Firm maintains broader coverage and/or higher limits than the minimums shown herein, the City requires and shall be entitled to such broader coverage and/or higher limits maintained by Firm. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City. No representation is made that the minimum insurance requirements are sufficient to cover Firm's interests, liabilities, or obligations. Required insurance shall not limit Firm's liability.

Firm acknowledges and agrees Firm and not the City is the party in the best position to determine applicability (e.g. "IF APPLICABLE"), confirm, and/or verify its insurance coverage. Acceptance by the City, or by any of its employees, representatives, agents, etc. of certificates or other documentation of insurance or policies pursuant to the terms of this document and the Agreement evidencing insurance coverages and limits does not constitute approval or agreement that the insurance requirements have been met or that coverages or policies are in compliance. Furthermore, receipt, acceptance, and/or approval of certificates or other documentation of insurance or policies or copies of policies by the City, or by any of its employees, representatives, agents, etc., which indicate less coverage than required does not constitute a waiver of Firm's obligation to fulfill these insurance requirements.

### MINIMUM SCOPE AND LIMIT OF INSURANCE <sup>1</sup>

A. Commercial General Liability (CGL) Insurance on the most current Insurance Services Office (ISO) Form CG 00 01 or its equivalent on an "occurrence" basis (Modified Occurrence or Claims Made forms are not acceptable without prior written consent of the City). Coverage must be provided to cover liability contemplated by the Agreement including without limitation premises and operations, independent contractors, contractual liability, products and completed operations, property damage, bodily, personal and advertising injury, contractual liability, explosion, collapse, underground coverages, personal injury liability, death, employees-as-insureds. Products and completed operations liability coverage maintained for at least 3 years after completion of work. Limits shall not be less than \$1M per occurrence and \$2M general aggregate for Agreements valued at \$2M or less; if valued over \$2M, a general aggregate limit that equals or exceeds the Agreement's value. If a general aggregate limit applies; it shall apply separately to the project/location (ISO CG 2S 03 or 2S 04 or equivalent). **(ALWAYS APPLICABLE)**

B. Automobile Liability (AL) Insurance in accordance with Florida law, as to the ownership, maintenance, and use of all owned, non-owned, leased, or hired vehicles. AL insurance shall not be less than: (a) \$500,000 combined single limit each occurrence bodily injury and property damage for Agreements valued at \$100,000 or less or (b) \$1M combined single limit each occurrence bodily injury and property damage for Agreements valued over \$100,000. If transportation of hazardous material involved, the MCS-90 endorsement (or equivalent). **(ALWAYS APPLICABLE)**

C. Worker's Compensation (WC) & Employer's Liability Insurance for all employees engaged under the Agreement, Worker's Compensation as required by Florida law. Employer's Liability with minimum limits of (a) \$500,000 bodily injury by accident and each accident, bodily injury by disease policy limit, and bodily injury by disease each employee for Agreements valued at \$100,000 and under or (b) \$1M bodily injury by accident and each accident, bodily injury by disease policy limit, and bodily injury by disease each for all other Agreements. **(ALWAYS APPLICABLE)**

D. Excess (Umbrella) Liability Insurance for Agreements valued at \$2M or more, at least \$4M per occurrence in excess of underlying limits and no more restrictive than underlying coverage for all work performed by Firm. May also compensate for a deficiency in CGL, AL, or WC. **(ALWAYS APPLICABLE)**

E. Builder's Risk Insurance for property loss exposure associated with construction/renovation/additions to buildings or structures, including materials or fixtures to be incorporated. Must be "All Risk" form with limits of no less than the project's completed value, have no coinsurance penalties, eliminate the "occupancy clause", cover Firm (together with its contractors, subcontractors of every tier, and suppliers), and name City as a Loss Payee. **(IF APPLICABLE)**

F. Installation Floater coverage for property (usually highly valued equipment or materials such as compressors, generators, etc.) during its installation. Coverage must be "All Risk" including installation and transit for no less than 100% of the installed replacement cost value. **(IF APPLICABLE)**

G. Architects & Engineers Liability/ Professional Liability (E&O)/ Contractors Professional Liability (CPL)/ Medical Malpractice Insurance where Agreement involves Florida-regulated professional services (e.g. architect, engineer, design-builder, CM, accountant, appraiser, investment banker medical professional) at any tier, whether employed or independent, vicarious design liability exposure (e.g. construction means & methods, design supervision), value engineering, constructability assessments/reviews, BIM process, and/or performance specifications. Limits of at least \$1M per occurrence and \$2M aggregate; deletion of design/ build liability exclusions, as applicable, and maintained for at least 3 years after completion of work/services and City's acceptance of same. **(IF APPLICABLE)**

H. Railroad Protective Liability CRPL Insurance for construction within 50ft of operated railroad track(s) or where affects any railroad bridge, trestle, tunnel, track(s) roadbed, or over/under pass. Subject to involved rail road's approval prior to commencement of work. **(IF APPLICABLE)**.

I. Pollution and/or Asbestos Legal Liability Insurance where Agreement involves asbestos and/or environmental hazards/contamination risks (defined broadly, e.g. lead, mold, bacteria, fuel storage, underground work, cleanup (owned or non-owned sites), pollutant generation/transportation, marine/natural resource damage, contamination claim, restitution, business interruption, mold, fungus, lead-based paint, 3rd party claims/removal, etc.), with limits of at least \$1M per occurrence and \$2M aggregate, maintained for at least 3 years after Agreement completion. **(IF APPLICABLE)**

J. Cyber Liability Insurance where Agreement involves portals allowing access to obtain, use, or store data; managed dedicated servers; cloud hosting services; software/hardware; programming; and/or other IT services

<sup>1</sup> "M" indicates million(s), for example \$1M is \$1,000,000

and products are involved. Limits of not less than \$2M per occurrence and \$2M aggregate. Coverage sufficiently broad to respond to duties and obligations undertaken by Firm, and shall include, but not be limited to, claims involving infringement of intellectual property/copyright, trademark, trade dress, invasion of privacy violations, damage to or destruction of electronic information, information theft, release of confidential and/or private information, alteration of electronic information, extortion, virus transmission, and network security. Coverage, as applicable and with sufficient limits to respond, for breach response costs, regulatory fines and penalties, credit monitoring expenses. **(IF APPLICABLE)**

K. Drone/UAV Liability Insurance where Agreements involves unmanned aerial vehicles/drones. Coverage to include products and completed operations, property damage, bodily injury with limits no less than \$1M per occurrence, and \$2M aggregate; may be provided by CGL endorsement subject to City's prior written approval. **(IF APPLICABLE)**

L. Longshore & Harbor Workers' Compensation Act/Jones Act for work being conducted near, above, or on "navigable waters" for not less than the above Employer's Liability Insurance limit. **(IF APPLICABLE)**

M. Garagekeeper/Hangerkeeper/Marina Operator Legal Liability Insurance and/or Hull/P&I Insurance where parking lot, valet, dealership, garage services, towing, etc. and/or operation of a hangar, marina, or air

plane/ship repairer, providing safe berth, air/watercraft storage/docking (on land/ in water), fueling, tours, charters, ferries, dredges, tugs, mooring, towing, boat/aircraft equipment/repair/alteration/maintenance, etc.; cover- age against liability for damage to vehicles air/watercraft, their machinery in Firm's care, custody, or control both private & commercial. Limits at least equal to greater of \$1M, value of max number of vehicles that may be in Firm's custody, or of most costly object in Firm's custody. **(IF APPLICABLE)**

N. Property Insurance and Interruption of Business CIOB) Insurance where premises, building, structure, or improved real property is leased, licensed, or otherwise occupied by Firm. Property Insurance against all risks of loss to any occupant/tenant improvements at full replacement cost with no coinsurance penalty, including fire, water, leak damage, and flood, as applicable, vandalism and malicious mischief endorsements. IOB by which minimum monthly rent will be paid to City for up to 1 year if premises are destroyed, rendered inaccessible or untenable, including disruption of utilities, water, or telecommunications. **(IF APPLICABLE)**

O. Liquor Liability/Host Liquor Liability where Firm directly or indirectly provides alcoholic beverages, limits of at least \$1M per occurrence and \$1M aggregate. **(IF APPLICABLE)**

P. Educators Legal Liability Insurance where day care, after school program, recreational activities, etc. limits per G above. **(IF APPLICABLE)**

### ADDITIONAL REQUIREMENTS

ACCEPTABILITY OF INSURERS- Insurance is to be placed with insurers admitted in the State of Florida and who have a current A.M. Best rating of no less than **A-:VII** or, if not rated by A.M. Best, as otherwise approved by the City in advance and in writing.

ADDITIONAL INSURED - **City, its elected officials, departments, officers, officials, employees, and volunteers together with, as applicable, any associated lender of the City shall be covered as additional insureds on all liability coverage** (e.g. CGL, AL, and Excess (Umbrella) Liability) as to liability arising out of work or operations performed by or on behalf of Firm including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of Firm. Coverage can be provided in the form of an endorsement to Firm's insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 10 20, CG 20 26, CG 20 33, or CG 20 38 **and** CG 20 37 if later revisions used).

CANCELLATION/NON-RENEWAL – Each insurance policy shall provide that at least 30 days written notice must be given to City of any cancellation, intent to non-renew, or material reduction in coverage (except aggregate liability limits) and at least 10 days' notice for non-payment of premium. Firm shall also have an independent duty to notify City in like manner, within 5 business days of Firm's receipt from its insurer of any notices of same. If any policy's aggregate limit is reduced, Firm shall directly take steps to have it reinstated. Notice and proof of renewal/continued coverage/certifications, etc. shall be sent to the City's notice (or Award contact) address as stated in the Agreement with a copy to the following:

- Contract Administration Department, 306 E Jackson St, Tampa, FL 33602     Purchasing Department, 306 E Jackson Street, Tampa, FL 33602  
 Other: \_\_\_\_\_

CERTIFICATE OF INSURANCE (COI) – to be provided to City by insurance carrier prior to Firm beginning any work/services or taking occupancy and, if the insurance expires prior to completion of the work or services or Agreement term (as may be extended), a renewal COI at least 30 days before expiration to the above address(es). COIs shall specifically identify the Agreement and its subject (project, lease, etc.), shall be sufficiently comprehensive to insure City (named as additional insured) and Firm and to certify that coverage extends to subcontractors' acts or omissions, and as to permit the City to determine the required coverages are in place without the responsibility of examining individual policies. **Certificate Holder must be The City of Tampa, Florida.**

CLAIMS MADE – If any liability insurance is issued on a claims made form, Firm agrees to maintain such coverage uninterrupted for at least 3 years following completion and acceptance of the work either through purchase of an extended reporting provision or purchase of successive renewals. The Retroactive Date must be shown and be a date not later than the earlier of the Agreement date or the date performance/occupancy began thereunder.

DEDUCTIBLES/ SELF-INSURED RETENTIONS (SIR) – must be disclosed to City and, if over \$500,000, approved by the City in advance and in writing, including at City's option being guaranteed, reduced, or eliminated (additionally if a SIR provides a financial guarantee guaranteeing payment of losses and related investigations, claim administration, and defense expenses). Firm shall be fully responsible for any deductible or SIR (without limiting the foregoing a policy with a SIR shall provide or be endorsed to provide that the SIR may be satisfied by either the City or named insured). In the event of loss which would have been covered but for a deductible or SIR, City may withhold from any payment due Firm, under any agreement with the City, an amount equal to same to cover such loss should full recovery not be obtained under the policy.

PERFORMANCE- All insurance policies shall be fully performable in Hillsborough County, Florida (the County), and construed in accordance with Florida law. Further, all insurance policies must expressly state that the insurance company will accept service of process in the County and that the exclusive venue for any action concerning any matter under those policies shall be in the appropriate state court of the County.

PRIMARY POLICIES - Firm's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as to the City, its elected officials, departments, officers, employees, and volunteers. Any insurance or self-insurance maintained by the City, its elected officials, departments, officers, employees, and volunteers shall be excess of the Firm's insurance and shall not contribute with it.

SUBCONTRACTORS/INDEPENDENT ASSOCIATES/CONSULTANTS/SUBTENANTS/SUBLICENSEE - **Firm shall require and verify that all such entities maintain insurance meeting all requirements stated herein with the City as an additional insured** by endorsement (ISO FORM CG 20 38, or broader) or otherwise include such entities within Firm's insurance policies. Upon City's request, Firm shall furnish complete and certified copies of copies of such entities' insurance policies, forms, and endorsements.

SUBCONTRACTOR DEFAULT INSURANCE CONTROLLED INSURANCE PROGRAM, WRAP-UP. Use requires express prior written consent of City Risk Manager.

UNAVAILABILITY- To the fullest extent permitted by law, if Firm is out of business or otherwise unavailable at the time a claim is presented to City, Firm hereby assigns to the City all of its right, title and interest (but not any liabilities or obligations) under any applicable policies of insurance.

WAIVER OF SUBROGATION – With regard to any policy of insurance that would pay third party losses, Firm hereby grants City a waiver of any right to subrogation which any insurer of Firm may acquire against the City by virtue of the payment of any loss under such insurance. Firm agrees to obtain any endorsement that may be necessary to affect such waiver, but this provision shall apply to such policies regardless.

WAIVER/RELEASE AGREEMENT – Where Firm has a defined group of persons who might be exposed to harm (e.g. participants in an athletic event/program, volunteers) any waiver or release agreement used by Firm whereby such persons (and their parent/guardian as applicable) discharge Firm from claims and liabilities, shall include the City, its elected officials, departments, officers, officials, employees, and volunteers to the same extent as Firm.



Page 1 of 2 –DMI Payment  
 City of Tampa – DMI Sub-(Contractors/Consultants/Suppliers) Payments  
**(FORM MBD-30)**

[ ] Partial [ ] Final

Contract No.: \_\_\_\_\_ WO#,(if any): \_\_\_\_\_ Contract Name: \_\_\_\_\_  
 Contractor Name: \_\_\_\_\_ Address: \_\_\_\_\_  
 Federal ID: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_  
 GC Pay Period: \_\_\_\_\_ Payment Request/Invoice Number: \_\_\_\_\_ City Department: \_\_\_\_\_

Total Amount Requested for pay period: \$ \_\_\_\_\_ Total Contract Amount(including change orders):\$ \_\_\_\_\_

Type of Ownership - (F=Female M=Male), BF BM = African Am., HF HM = Hispanic Am., AF AM = Asian Am., NF NM = Native Am., CF CM = Caucasian S = SLBE

Type	Trade/Work Activity	Federal ID	Total Sub Contract Or PO Amount	Amount Paid To Date	Amount To Be Paid For This Period
[ ]Sub [ ]Supplier				Amount Pending Previously Reported	Sub Pay Period Ending Date
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$

(Modifying This Form or Failure to Complete and Sign May Result in Non-Compliance)

Certification: I hereby certify that the above information is a true and accurate account of payments to sub – contractors/consultants on this contract.

Signed: \_\_\_\_\_ Name/Title: \_\_\_\_\_ Date: \_\_\_\_\_



## Page 2 of 2 – DMI Payment

### Instructions for completing The DMI Sub-(Contractors/Consultants/ Suppliers) Payment Form (Form MBD-30)

This form must be submitted with all invoicing or payment requests where there has been subcontracting rendered for the pay period. If applicable, after payment has been made to the subcontractor, “Waiver and Release of Lien upon Progress Payment”, “Affidavit of Contractor in Connection with Final Payment”, or an affidavit of payment must be submitted with the amount paid for the pay period. The following will detail what data is required for this form. The instructions that follow correspond to the headings on the form required to be completed. **(Modifying or omitted information from this form may result in non-compliance).**

- **Contract No.** This is the number assigned by the City of Tampa for the bid or proposal.
- **W.O.#** If the report covers a work order number (W.O.#) for the contract, please indicate it in that space.
- **Contract Name.** This is the name of the contract assigned by the City of Tampa for the bid or proposal.
- **Contractor Name.** The name of your business.
- **Address.** The physical address of your business.
- **Federal ID.** A number assigned to a business for tax reporting purposes.
- **Phone.** Telephone number to contact business.
- **Fax.** Fax number for business.
- **Email.** Provide email address for electronic correspondence.
- **Pay Period.** Provide start and finish dates for pay period. (e.g. 05/01/13 – 05/31/13)
- **Payment Request/Invoice Number.** Provide sequence number for payment requests. (ex. Payment one, write 1 in space, payment three, write 3 in space provided.)
- **City Department.** The City of Tampa department to which the contract pertains.
- **Total Amount Requested for pay period.** Provide all dollars you are expecting to receive for the pay period.
- **Total Contract Amount (including change orders).** Provide expected total contract amount. This includes any change orders that may increase or decrease the original contract amount.
- **Signed/Name/Title/Date.** This is your certification that the information provided on the form is accurate.
- **See attached documents.** Check if you have provided any additional documentation relating to the payment data. Located at the bottom middle of the form.
- **Partial Payment.** Check if the payment period is a partial payment, not a final payment. Located at the top right of the form.
- **Final Payment.** Check if this period is the final payment period. Located at the top right of the form.

The following instructions are for information of any and all subcontractors used for the pay period.

- **(Type) of Ownership.** Indicate the Ethnicity and Gender of the owner of the subcontracting business or SLBE.
- **Trade/Work Activity.** Indicate the trade, service, or material provided by the subcontractor.
- **SubContractor/SubConsultant/Supplier.** Please indicate status of firm on this contract.
- **Federal ID.** A number assigned to a business for tax reporting purposes. This information is critical in proper identification of the subcontractor.
- **Company Name, Address, Phone & Fax.** Provide company information for verification of payments.
- **Total Subcontract Amount.** Provide total amount of subcontract for subcontractor including change orders.
- **Amount Paid To Date.** Indicate all dollars paid to date for the subcontractor.
- **Amount Pending, Previously Reported.** Indicate any amount previously reported that payments are pending.
- **Amount To Be Paid for this Period.** Provide dollar amount of dollars requested for the pay period.
- **Sub Pay Period Ending Date.** Provide date for which subcontractor invoiced performed work.

*Forms must be signed and dated or will be considered incomplete. The company authorized representative must sign and certify the information is true and accurate. Failure to sign this document or return the document unsigned can be cause for determining a company is in non-compliance of Ordinance 2008-89.*

If any additional information is required or you have any questions, you may call the Minority Business Development Office at (813) 274-5522.

PROPOSAL

To the Mayor and City Council of the City of Tampa, Florida:

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

Bidder's Fictitious Name, if applicable: \_\_\_\_\_

Bidder is a/an:  Individual  Partnership\*  Joint Venture\*  LLC  Corp.  Other:

Bidder is organized under the laws of:  State of Florida  Other:

Bidder Mailing Address: \_\_\_\_\_

Bidder's Federal Employee Identification No. (FEI/EIN): \_\_\_\_\_

Bidder's License No.: \_\_\_\_\_ Bidder's FDOS (SUNBIZ) Doc. No.: \_\_\_\_\_  
*(See Ch. 489. FS; use entity's, individual's only if applicable)*

Bidder Contact Name\*\*: \_\_\_\_\_ Email: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_

Bidder's own initial application for employment has criminal history screening practices similar in nature to the practices contained in Chapter 12, Article VI, City of Tampa Code (*Responses, whether "Yes" or "No", are for informational purposes only and will not be used as a basis of award or denial, nor as a basis for any protest*):  Yes  No

The below named person, appearing before the undersigned authority and after being first duly sworn, for him/herself and on behalf of the entity submitting this Proposal does hereby affirm and declare as follows:

- (1) He/She is of lawful age and is authorized to act on behalf of Bidder (the individual, partnership, corporation, entity, etc. submitting this Proposal) and that all statements made in this document are true and correct to the best of my knowledge.
- (2) If Bidder is operating under a fictitious name, Bidder has currently complied with any and all laws and procedures governing the operation of businesses under fictitious names in the State of Florida
- (3) No person or entity other than Bidder has any interest in this Proposal or in the Contract proposed to be entered into.
- (4) This Proposal is made without any understanding, agreement, or connection with any person or entity making Proposal for the same purposes and is in all respects fair and without collusion or fraud.
- (5) Bidder is not in arrears to the City of Tampa, upon debt or contract, and is not a defaulter, as surety or otherwise, upon any obligation to the City of Tampa.
- (6) That no officer or employee or person whose salary is payable in whole or in part from the City Treasury is, shall be or become interested, directly or indirectly, as a contracting party, partner, stockholder, surety or otherwise, in this Proposal, or in the performance of the Contract, or in the supplies, materials, or equipment and work or labor to which it relates, or in any portion of the profits thereof.
- (7) Bidder has carefully examined and fully understands the Solicitation and has full knowledge of the scope, nature, and quality of the work to be performed; furthermore, Bidder has carefully examined the site of the work and that, from his own investigations, he has satisfied himself as to the nature and location of the work, the character, quality, and quantity of materials and the kinds and extent of equipment and other facilities needed for the performance of the work, the general and local conditions and all difficulties to be encountered, and all other items which may, in any way, affect the work or its performance.
- (8) Bidder (including its principals)  has |  has NOT been debarred or suspended from contracting with a public entity.
- (9) Bidder  has |  has NOT implemented a drug-free workplace program that meets the requirements of Section 287.087, Florida Statutes.
- (10) Bidder has carefully examined and fully understands all the component parts of the Contract Documents and agrees Bidder will execute the Contract, provide the required Public Construction Bond, and will fully perform the work in strict accordance with the terms of the Contract and Contract Documents therein referred to for the following prices, to wit:

\* If a Partnership or Joint Venture, attach Partnership or Joint Venture Agreement.

\*\* Someone the City may contact with questions/correspondence regarding this Solicitation and/or permits.

**Green Artery Segment E**  
**N BOULEVARD FROM SLIGH AVE TO E BIRD ST**  
**CIP: 1001517 FPID: 441338-2-58-01**  
**Contract 24-C-00013**

Pay Item	Description	Total Quantity	Unit	Unit Price in Words	Unit Price	Total Amount
0110 1 1	CLEARING & GRUBBING	0.93	AC			
0110 4 10	REMOVAL OF EXIST CONC	382.87	SY			
0110 7 1	MAILBOX RELOCATION	3.00	EA			
0110 21	TREE PROTECTION BARRIER	1,958.62	LF			
0120 1	REGULAR EXCAVATION	416.72	CY			
0120 6	EMBANKMENT	42.84	CY			
0285 701	OPTIONAL BASE, BASE GROUP 01	6.11	SY			
0339 1	MISCELLANEOUS ASPHALT PAVEMENT	6.80	TN			
0425 5 1	MANHOLE, ADJUST, UTILITIES	1.00	EA			
0425 6	VALVE BOXES, ADJUST	7.00	EA			
0519 78	BOLLARDS	81.00	EA			
0520 2 4	CONCRETE CURB, TYPE D	169.56	LF			
0522 1	CONCRETE SIDEWALK, 4"	1,359.86	SY			
0522 2	CONCRETE SIDEALK & DRIVEWAYS, 6"	510.95	SY			
0527 2	DETECTABLE WARNINGS	213.21	SF			
0550 10210	FENCING, TYPE B, 0.0-5.0', STANDARD FEATURES	15.80	LF			
N/A	TREE ROOT AND BRANCH PRUNING	1.00	EA			
N/A	FLEXI-PAVE	474.54	SY			
N/A	GENERAL TREE REMOVAL (10 TREES)	1.00	LS			
N/A	ROOT BARRIER	12.00	LF			
N/A	STRUCTURAL PRUNING FOR CLEARANCE (APPROXIMATELY 7044 SF)	1.00	LS			
	<b>Roadway Component Total</b>					
	<b>SHOULDER COMPONENT</b>					
Pay Item	Description	Total Quantity	Unit	Unit Price	Unit Price	Total Amount
0104 10 3	SEDIMENT BARRIER	2,653.45	LF			
0104 11	FLOATING TURBIDITY BARRIER	20.00	LF			
0104 18	INLET PROTECTION SYSTEM	12.00	EA			
0570 1 2	PERFORMANCE TURF, SOD	2,134.00	SY			
	<b>Shoulder Component Total</b>					
	<b>DRAINAGE COMPONENT</b>					
Pay Item	Description	Total Quantity	Unit	Unit Price	Unit Price	Total Amount
0425 1910	INLETS, CLOSED FLUME	2.00	EA			

**Green Artery Segment E**  
**N BOULEVARD FROM SLIGH AVE TO E BIRD ST**  
**CIP: 1001517 FPID: 441338-2-58-01**  
**Contract 24-C-00013**

Drainage Component Total						
Pay Item	Description	Total Quantity	Unit	Unit Price	Total Amount	
<b>SIGNING COMPONENT</b>						
0654 2 12	RECTANGULAR RAPID FLASHING BEACON, FURNISH & INSTALL- AC POWERED, COMPLETE SIGN ASSEMBLY- BACK TO BACK	8.00	AS			
0700 1 11	SINGLE POST SIGN, F&GM, <12 SF (USE CITY OF TAMPA APPROVED U-BAR)	19.00	AS			
0700 1 50	SINGLE POST SIGN, RELOCATE	9.00	AS			
0700 2 50	MULTI- POST SIGN, GROUND MOUNT, RELOCATE	1.00	AS			
0700 3101	SIGN PANEL, F&GM, UP TO 12 SF	6.00	EA			
0700 3601	SIGN PANEL, REMOVE, UP TO 12 SF	4.00	EA			
0705 10 2	OBJECT MARKER, TYPE 2; 6" x 12" YELLOW	4.00	EA			
0705 10 3	OBJECT MARKER, TYPE 3; 12" x 36" BLACK/YELLOW (USE CITY OF TAMPA APPROVED U-BAR)	14.00	EA			
0706 1 1	RAISED PAY/MT MARK, TYPE B W/O FINAL SURF	90.00	EA			
0711 11123	THERMOPLASTIC, STD, WHITE, SOLID, 12"	497.37	LF			
0711 11125	THERMOPLASTIC, STD, WHITE, SOLID, 24"	99.68	LF			
0711 11170	THERMOPLASTIC, STANDARD, WHITE, ARROW	18.00	EA			
0711 14123	THERMOPLASTIC, PREFORM, WHITE, SOLID, 12"	196.34	LF			
0711 14125	THERMOPLASTIC, PREFORM, WHITE, SOLID, 24"	116.54	LF			
0711 14160	THERMOPLASTIC, PREFORMED, WHITE, MESSAGE	34.00	EA			
0711 16101	THERMOPLASTIC, STD-OTH, WHITE, SOLID, 6"	0.093	GM			
<b>Signing Component Total</b>						
<b>PROJECT SEQUENCES</b>						
Pay Item	Description	Total Quantity	Unit	Unit Price	Total Amount	
<b>Project Sequences Subtotal</b>						
0102 1	MAINTENANCE OF TRAFFIC	10%				
0101 1	MOBILIZATION	10%				
EX-099925	Owner's Contingency	1	1	sixty seven thousand five hundred dollars no cents	\$67,500.00	
<b>Project Sequences Total</b>						
N/A	PROJECT UNKNOWNS	10%				
N/A	SMALL PROJECT/MARKET UNKNOWN ADJUSTMENT FACTOR	10%				
<b>Non-Bid Components:</b>						
Pay item	Description	Quantity	Unit	Unit Price	Extended Amount	
<b>Project Grand Total</b>						



Computed Total Price in Words: \_\_\_\_\_  
 \_\_\_\_\_ dollars and \_\_\_\_\_ cents.

Computed Total Price in Figures: \$ \_\_\_\_\_

Bidder acknowledges that the following addenda have been received and that the changes covered by the addendum(s) have been taken into account in this proposal: #1 \_\_\_\_ #2 \_\_\_\_ #3 \_\_\_\_ #4 \_\_\_\_ #5 \_\_\_\_ #6 \_\_\_\_ #7 \_\_\_\_ #8 \_\_\_\_.

Bidder acknowledges the requirements of the City of Tampa's Equal Business Opportunity Program.

Bidder acknowledges that it is aware of Florida's Trench Safety Act (Sections 553.60-553.64, Florida Statutes), and agrees that Bidder together with any involved subcontractors will comply with all applicable trench safety standards. Bidder further acknowledges that included in the various items of this Proposal and the total bid price (as applicable) are costs for complying with the Trench Safety Act. Bidder further identifies the costs and methods summarized below:

	<b>Trench Safety Measure (Description)</b>	<b>Unit of Measure (LF, SY)</b>	<b>Unit Quantity</b>	<b>Unit Cost</b>	<b>Extended Cost</b>
A.	_____	_____	_____	_____	_____
B.	_____	_____	_____	_____	_____
C.	_____	_____	_____	_____	_____
<b>Total Cost: \$</b>					_____

Accompanying this Proposal is a certified check, cashier's check or Tampa Bid Bond (form included herein must be used) for at least five percent (5%) of the total amount of the Proposal which check shall become the property of the City, or which bond shall become forthwith due and payable to the City, if this Proposal shall be accepted by the City and the Bidder shall fail to enter into a legally binding contract with and to furnish the required Public Construction Bond to the City within twenty (20) days after the date of its receipt of written Notice of Award by the City so to do.

**FAILURE TO COMPLETE THE ABOVE MAY RESULT IN THE PROPOSAL BEING DECLARED NON-RESPONSIVE.**

[SEAL] Name of Bidder: \_\_\_\_\_  
 Authorized Signature: \_\_\_\_\_  
 Signer's Printed Name: \_\_\_\_\_  
 Signer's Title: \_\_\_\_\_

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

For an entity: The forgoing instrument was sworn (or affirmed) before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_, a/n  Partnership  Joint Venture  LLC  Corp  Other: \_\_\_\_\_, on behalf of such entity. Such individual is  personally known to me or  produced a/n \_\_\_\_\_ state driver's license as identification.

For an individual: The forgoing instrument was sworn (or affirmed) before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_, who is  personally known to me or  produced a/n \_\_\_\_\_ state driver's license as identification.

[NOTARY SEAL] \_\_\_\_\_  
 Notary Public, State of \_\_\_\_\_  
 Notary Printed Name: \_\_\_\_\_  
 Commission No.: \_\_\_\_\_  
 My Commission Expires: \_\_\_\_\_



Failure to Complete, Sign and Submit Both Forms 10 & 20 SHALL render the Bid or Proposal Non-Responsive

Page 1 of 4 – DMI Solicited/Utilized Schedules  
City of Tampa – Schedule of **All Solicited** Sub-(Contractors/Consultants/Suppliers)  
**(FORM MBD-10)**

Contract No.: \_\_\_\_\_ Contract Name: \_\_\_\_\_  
Company Name: \_\_\_\_\_ Address: \_\_\_\_\_  
Federal ID: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Check applicable box(es). **Detailed Instructions for completing this form are on page 2 of 4.**

- No Firms were contacted or solicited for this contract.
- No Firms were contacted because: \_\_\_\_\_
- See attached list of additional Firms solicited and all supplemental information (List must comply to this form)  
Note: Form MBD-10 must list ALL subcontractors solicited including Non-minority/small businesses

NIGP Code Categories: Buildings = 909, General = 912, Heavy = 913, Trades = 914, Architects = 906, Engineers & Surveyors = 925, Supplier = 912-77

S = SLBE W=WMBE O = Neither	Company Name Address Phone, Fax, Email	Type of Ownership (F=Female M=Male) BF BM = African Am. HF HM = Hispanic AF AM = Asian Am. NF NM = Native Am. CF CM = Caucasian	Trade or Services  NIGP Code (listed above)	Contact Method L=Letter F=Fax E=Email P=Phone	Quote or Response Received Y/N

Failure to Complete, Sign and Submit  
this form with your Bid or Proposal  
Shall render the Bid Non-Responsive  
(Do Not Modify This Form)

It is hereby certified that the information provided is an accurate and true account of contacts and solicitations for sub-contracting opportunities on this contract.

Signed: \_\_\_\_\_ Name/Title: \_\_\_\_\_ Date: \_\_\_\_\_

Failure to Complete, Sign and Submit Both Forms 10 & 20 SHALL render the Bid or Proposal Non-Responsive  
Forms must be included with Bid / Proposal



## Instructions for completing The Sub-(Contractors/Consultants/ Suppliers) Solicited Form (Form MBD-10)

**This form must be submitted with all bids or proposals.** All subcontractors (regardless of ownership or size) solicited and subcontractors from whom unsolicited quotations were received must be included on this form. The instructions that follow correspond to the headings on the form required to be completed. Note: Ability or desire to self-perform all work shall not exempt the prime from Good Faith Efforts to achieve participation.

- **Contract No.** This is the number assigned by the City of Tampa for the bid or proposal.
- **Contract Name.** This is the name of the contract assigned by the City of Tampa for the bid or proposal.
- **Contractor Name.** The name of your business and/or doing business as (dba) if applicable.
- **Address.** The physical address of your business.
- **Federal ID. FIN.** A number assigned to your business for tax reporting purposes.
- **Phone.** Telephone number to contact business.
- **Fax.** Fax number for business.
- **Email.** Provide email address for electronic correspondence.
- **No Firms were contacted or solicited for this contract.** Checking the box indicates that a pre-determined Subcontract Goal or Participation Plan Requirement was not set by the City resulting in your business not using subcontractors and will self-perform all work. If during the performance of the contract you employ subcontractors, the City must pre-approve subcontractors. Use of the “Sub-(Contractors/Consultants/Suppliers) Payments” form (MBD Form-30) must be submitted with every pay application and invoice. Note: Certified **SLBE or WMBE firms** bidding as Primes **are not exempt** from outreach and solicitation of subcontractors.
- **No Firms were contacted because.** Provide brief explanation why no firms were contacted or solicited.
- **See attached documents.** Check box, if after you have completed the DMI Form in its entirety, you need more space to list additional firms and/or if you have supplemental information/documentation relating to the form. All DMI data not submitted on the MBD Form-10 must be in the same format and have all requested data from MBD Form-10 included.

The following instructions are for information of any and all subcontractors solicited.

- **“S” = SLBE, “W” = WMBE.** Enter “S” for firms Certified by the City as Small Local Business Enterprises and/or “W” for firms Certified by the City as either Women/Minority Business Enterprise; **“O” = Non-certified others.**
- **Federal ID. FIN.** A number assigned to a business for tax reporting purposes. This information is critical in proper identification and payment of the contractor/subcontractor.
- **Company Name, Address, Phone & Fax.** Provide company information for verification of payments.
- **Type of Ownership.** Indicate the Ethnicity and Gender of the owner of the subcontracting business.
- **Trade, Services, or Materials** indicate the trade, service, or materials provided by the subcontractor. NIGP codes aka “National Institute of Governmental Purchasing” are listed at top section of document.
- **Contact Method L=letter, F=fax, E=Email, P=Phone.** Indicate with letter the method(s) of soliciting for bid.
- **Quote or Resp. (response) Rec’d (received) Y/N.** Indicate “Y” Yes if you received a quotation or if you received a response to your solicitation. Indicate “N” No if you received no response to your solicitation from the subcontractor. Must keep records: log, ledger, documentation, etc. that can validate/verify.

If additional information is required or you have questions, please contact the Equal Business Opportunity Program - Minority and Small Business Development Office at (813) 274-5522.



Failure to Complete, Sign and Submit Both Forms 10 & 20 SHALL render the Bid or Proposal Non-Responsive

Page 3 of 4 – DMI Solicited/Utilized Schedules  
City of Tampa – Schedule of **All To-Be-Utilized** Sub-(Contractors/Consultants/Suppliers)  
**(FORM MBD-20)**

Contract No.: \_\_\_\_\_ Contract Name: \_\_\_\_\_  
Company Name: \_\_\_\_\_ Address: \_\_\_\_\_  
Federal ID: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Check applicable box(es). **Detailed Instructions for completing this form are on page 4 of 4.**

See attached list of additional Firms Utilized and all supplemental information (List must comply to this form)

Note: Form MBD-20 must list ALL subcontractors To-Be-Utilized including Non-minority/small businesses

No Subcontracting/consulting (of any kind) will be performed on this contract.

No Firms are listed to be utilized because: \_\_\_\_\_

NIGP Code General Categories: Buildings = 909, General = 912, Heavy = 913, Trades = 914, Architects = 906, Engineers & Surveyors = 925, Supplier = 912-77

Enter "S" for firms Certified as Small Local Business Enterprises, "W" for firms Certified as Women/Minority Business Enterprise, "O" for Other Non-Certified

S = SLBE W=WMBE O =Neither	Company Name Address Phone, Fax, Email	Type of Ownership (F=Female M=Male) BF BM = African Am. HF HM = Hispanic Am. AF AM = Asian Am. NF NM = Native Am. CF CM = Caucasian	Trade, Services, or Materials  NIGP Code Listed above	\$ Amount of Quote. Letter of Intent (LOI) if available	Percent of Scope or Contract %

Failure to Complete, Sign and Submit  
this form with your Bid or Proposal  
Shall render the Bid Non-Responsive.  
(Do Not Modify This Form)

Total ALL Subcontract / Supplier Utilization \$ \_\_\_\_\_  
Total SLBE Utilization \$ \_\_\_\_\_  
Total WMBE Utilization \$ \_\_\_\_\_  
Percent SLBE Utilization of Total Bid/Proposal Amt. \_\_\_\_\_% Percent WMBE Utilization of Total Bid/Proposal Amt. \_\_\_\_\_%

It is hereby certified that the following information is a true and accurate account of utilization for sub-contracting opportunities on this Contract.

Signed: \_\_\_\_\_ Name/Title: \_\_\_\_\_ Date: \_\_\_\_\_

Failure to Complete, Sign and Submit Both Forms 10 & 20 SHALL render the Bid or Proposal Non-Responsive  
Forms must be included with Bid / Proposal



**Instructions for completing The Sub-(Contractors/Consultants/ Suppliers) to be Utilized Form  
(Form MBD-20)**

**This form must be submitted with all bids or proposals. All subcontractors (regardless of ownership or size) projected to be utilized must be included on this form.** Note: Ability or desire to self-perform all work shall not exempt the prime from Good Faith Efforts to achieve participation.

**Contract No.** This is the number assigned by the City of Tampa for the bid or proposal.

- **Contract Name.** This is the name of the contract assigned by the City of Tampa for the bid or proposal.
- **Contractor Name.** The name of your business and/or doing business as (dba) if applicable.
- **Address.** The physical address of your business.
- **Federal ID. FIN.** A number assigned to your business for tax reporting purposes.
- **Phone.** Telephone number to contact business.
- **Fax.** Fax number for business.
- **Email.** Provide email address for electronic correspondence.
- **No Subcontracting/consulting (of any kind) will be performed on this contract.** Checking box indicates your business will not use subcontractors when no Subcontract Goal or Participation Plan Requirement was set by the City, but will self-perform all work. When subcontractors are utilized during the performance of the contract, the “Sub-(Contractors/Consultants/Suppliers) Payments” form (MBD Form-30) must be submitted with every pay application and invoice. Note: certified **SLBE or WMBE firms** bidding as Primes **are not exempt** from outreach and solicitation of subcontractors, including completion and submitting Form-10 and Form-20.
- **No Firms listed To-Be-Utilized.** Check box; provide brief explanation why no firms were retained when a goal or participation plan requirement was set on the contract. Note: mandatory compliance with Good Faith Effort outreach (GFECF) requirements applies (MBD Form-50) and supporting documentation must accompany the bid.
- **See attached documents.** Check box, if after completing the DMI Form in its entirety, you need more space to list additional firms and/or if you have supplemental information/documentation relating to the scope/value/percent utilization of subcontractors. Reproduce copies of MBD-20 and attach. All data not submitted on duplicate forms must be in the same format and content as specified in these instructions.

The following instructions are for information of Any and All subcontractors To Be Utilized.

- **Federal ID. FIN.** A number assigned to a business for tax reporting purposes. This information is critical in proper identification of the subcontractor.
- **“S” = SLBE, “W” = WMBE.** Enter “S” for firms Certified by the City as Small Local Business Enterprises and/or “W” for firms Certified by the City as Women/Minority Business Enterprise; **“O” = Non-certified others.**
- **Company Name, Address, Phone & Fax.** Provide company information for verification of payments.
- **Type of Ownership.** Indicate the Ethnicity and Gender of the owner of the subcontracting business.
- **Trade, Services, or Materials (NIGP code if Known)** Indicate the trade, service, or material provided by the subcontractor. Abbreviated list of NIGP is available at <http://www.tampagov.net/mbd> “Information Resources”.
- **Amount of Quote, Letters of Intent** (required for both SLBEs and WMBEs).
- **Percent of Work/Contract.** Indicate the percent of the total contract price the subcontract(s) represent. For CCNA only (i.e. Consultant A/E Services) you must indicate subcontracts as percent of total scope/contract.
- **Total Subcontract/Supplier Utilization.** – Provide total dollar amount of all subcontractors/suppliers projected to be used for the contract. (Dollar amounts may be optional in CCNA depending on solicitation format).
- **Total SLBE Utilization.** Provide total dollar amount for all projected SLBE subcontractors/Suppliers used for this contract. (Dollar amounts may be optional in CCNA proposals depending on the solicitation format).
- **Total WMBE Utilization.** Provide total dollar amount for all projected WMBE subcontractors/Suppliers used for this contract. (Dollar amounts may be optional in CCNA proposals depending on the solicitation format).
- **Percent SLBE Utilization.** Total amount allocated to SLBEs divided by the total bid/proposal amount.
- **Percent WMBE Utilization.** Total amount allocated to WMBEs divided by the total bid/proposal amount.

If additional information is required or you have questions, please contact the Equal Business Opportunity Program - Minority and Small Business Development Office at (813) 274-5522.

TAMPA BID BOND

Contract 24-C-00013 GREEN ARTERY SEG E - N BOULEVARD FROM SLIGH AVE TO E BIRD ST

KNOW ALL MEN BY THESE PRESENTS, that we, \_\_\_\_\_

(hereinafter called the Principal) and \_\_\_\_\_

(hereinafter called the Surety) a Corporation chartered and existing under the laws of the State of \_\_\_\_\_, with its principal offices in the City of \_\_\_\_\_, and authorized to do business in the State of Florida, are held and firmly bound unto the City of Tampa, a Municipal Corporation of Hillsborough County, Florida, in the full and just sum of 5% of the amount of the (Bid) (Proposal) good and lawful money of the United States of America, to be paid upon demand of the City of Tampa, Florida, to which payment will and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally and firmly these presents.

WHEREAS, the Principal is about to submit, or has submitted to the City of Tampa, Florida, a Proposal for the construction of certain facilities for the City designated Contract 24-C-00012, GREEN ARTERY SEG E - N BOULEVARD FROM SLIGH AVE TO E BIRD ST

WHEREAS, the Principal desires to file this Bond in accordance with law, in lieu of a certified Bidder's check otherwise required to accompany this Proposal.

NOW, THEREFORE: The conditions of this obligation are such that if the Proposal be accepted, the Principal shall, within twenty (20) days after the date of receipt of written Notice of Award, execute a contract in accordance with the Proposal and upon the terms, conditions and price set forth therein, in the form and manner required by the City of Tampa, Florida and execute a sufficient and satisfactory Public Construction Bond payable to the City of Tampa, Florida in an amount of one hundred percent (100%) of the total contract price, in form and with security satisfactory to said City, then this Bid Bond obligation is to be void; otherwise to be and remain in full force and virtue in law, and the Surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the aforesaid City, upon demand, the amount thereof, in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

IN TESTIMONY THEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Principal

\_\_\_\_\_

BY \_\_\_\_\_

TITLE \_\_\_\_\_

BY \_\_\_\_\_

TITLE \_\_\_\_\_

(SEAL)

\_\_\_\_\_  
Producing Agent

\_\_\_\_\_  
Producing Agent's Address

\_\_\_\_\_  
Name of Agency

The addition of such phrases as "not to exceed" or like import shall render the (Bid) (Proposal) non-responsive.

AGREEMENT

For furnishing all labor, materials and equipment, together with all work incidental thereto, necessary and required for the performance of the work for the construction of Contract 24-C-00013 in accordance with your Proposal dated \_\_\_\_\_, amounting to a total of \$\_\_\_\_\_ as completed in accordance with subsections I-2.09 and I-2.10 of the Instruction to Bidders.

This AGREEMENT, made and entered into in triplicate, between the City of Tampa, Florida, hereinafter called the City, and \_\_\_\_\_ hereinafter called the Contractor, as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ when the City Council of the City of Tampa, Florida adopted a Resolution authorizing, among other things, the Mayor's execution of this Agreement.

WITNESSETH that, in consideration of the mutual stipulations, agreements, and covenants herein contained, the parties hereto have agreed and hereby agree with each other, the Party of the First Part for itself, its successors and assigns, and the Party of the Second Part for itself, or himself, or themselves, and its successors and assigns, or his or their executors, administrators and assigns, as follows:

Contract 24-C-00013 GREEN ARTERY SEG E - N BOULEVARD FROM SLIGH AVE TO E BIRD ST, work shall include, but not be limited to, maintenance of traffic, roadway, signing and pavement markings, signalization, utilities adjustments/relocations, landscape, hard-scape, possible contamination remediation, with all associated work required for a complete project in accordance with the Contract Documents.

Contract Documents referred to in Article 1.01 of this Agreement also includes this volume, applicable standard drawings, the plans and any provisions referred to whether actually attached or not.

# TAMPA AGREEMENT

## SECTION 1 GENERAL

### ARTICLE 1.01 THE CONTRACT

Except for titles, subtitles, headings, running headlines, and tables of contents (all of which are printed herein merely for convenience), the following, except for such portions thereof as may be specifically excluded, constitute the Contract:

The Notice to Bidders;  
The Instructions to Bidders, including Special Instructions and General Instructions;  
The Proposal;  
The Bid Bond;  
The Certification of Nonsegregated Facilities;  
The Notice of Award;  
The Agreement;  
The Performance Bond;  
The Notice To Proceed;  
The Specifications, including the General Provisions, the Workmanship and Materials, the Specific Provisions or the Contract Items  
The Plans;  
All Supplementary Drawings Issued after award of the Contract;  
All Addenda issued by the City prior to the receipt of proposals;  
All provisions required by law to be inserted in this Contract, whether actually inserted or not.

### ARTICLE 1.02 DEFINITIONS

The following words and terms, or pronouns used in their stead, shall, wherever they appear in this Contract, be construed as follows, unless different meaning is clear from the context:

(a)"City" shall mean the City of Tampa, Florida, represented by its Mayor and City Council, Party of the First Part, or such other City official as shall be duly empowered to act for the City on matters relating to this Contract.

(b)"Contractor" shall mean the Party of the Second Part hereto, whether corporation, firm or individual, or any combination thereof, and its, their, or his successors, personal representatives, executors, administrators, and assigns, and any person, firm or corporation who or which shall at any time be substituted in the place of the Party of the Second Part under this Contract.

(c)"Engineer" shall mean the Director of the Department or his duly authorized representative.

(d)"Consultant" shall mean the engineering or architectural firm or individual employed by the City to consult with and advise the City in the construction of the project.

(e)"Surety" shall mean any person, firm or corporation that has executed as Surety the Contractor's Performance Bond securing the performance of this Contract.

(f)"The Work" shall mean everything expressly or implied required to be furnished and done by the Contractor under the Contract, and shall include both Contract Work

and Extra Work.

(g)"Contract Work" shall mean everything expressly or implied required to be furnished and done by the Contractor by any one or more of the Contract parts referred to in Article 1.01 hereof, except Extra Work, as hereinafter defined; it being understood that, in case of any inconsistency in or between any part or parts of this Contract, the Engineer shall determine which shall prevail.

(h)"Contract" or "Contract Documents" shall mean each of the various part of the Contract referred to in Article 1.01 hereof, both as a whole and severally.

(i)"Extra Work" shall mean work other than that required either expressly or implied by the contract in its present form.

(j)"Plans" shall mean only those drawings specifically referred to as such in these documents, or in any Addendum. Drawings issued after the execution of the Contract to explain further, or to illustrate, or to show changes in the work, will be known as "Supplementary Drawings" and shall be binding upon the Contractor with the same force as the Plans.

(k)"Specifications" shall mean all of the directions, requirements, and standards of performance applying to the work, as hereinafter detailed and designated as such, or which may be issued in an addendum.

(l)"Addendum or Addenda" shall mean the additional contract provisions issued in writing prior to the receipt of bids.

(m)"Notice" shall mean written notice. Notice shall be served upon the Contractor, either personally or by leaving the said notice at his residence or with any employee found on the work, or addressed to the Contractor at the residence or place of business given in his proposal and deposited in a postpaid wrapper in any post office box regularly maintained by the United States Post Office.

(n)"Project" shall mean the entire improvement package or related work. The "project" may consist of several different, but related, contracts.

(o)"Site" shall mean, and be limited to, the area upon or in which the Contractor's operations are carried on and such other appropriate areas as may be designed as such by the Engineer.

(p)"Subcontractor" shall mean any person, firm, or corporation, other than employees of the Contractor, who or which contracts with the Contractor to furnish, or actually furnishes labor, or labor and materials, or labor and equipment or labor, materials, and equipment at the site.

(q)Whenever in the Contract the words "directed", "required", "permitted", "ordered", "designated", "prescribed", and words of like import are used, they shall imply the direction, requirement, permission, order, designation, or prescription of the Engineer; and "approved", "acceptable", "satisfactory", "in the judgement of", and words of like import shall mean approved by, or acceptable to, or satisfactory to, or in the judgment of the Engineer.

(r)Whenever in the Contract the word "day" is used, it shall mean calendar day.

(s)"Final Acceptance" shall mean acceptance of the



work as evidenced by an official resolution of the City. Such acceptance shall be deemed to have taken place only if and when an approving resolution has been adopted by the City Council. The final acceptance shall be signed only after the City has assured itself by tests, inspection, or otherwise, that all of the provisions of the Contract have been carried out to its satisfaction.

(t)"Eastern Standard Time" shall be construed as the time being observed in the City on the day proposals are received or other documents issued or signed.

## **SECTION 2 POWERS OF THE CITY'S REPRESENTATIVES**

### **ARTICLE 2.01 THE ENGINEER**

It is covenanted and agreed that the Engineer, in addition to those matters elsewhere herein expressly made subject to his determination, direction, or approval, shall have the power, subject to such express provisions and limitations herein contained as are not in conflict herewith, and subject to review by the Mayor and City Council:

(a)To monitor the performance of the work.

(b)To determine the amount, kind, quality, sequence, and location of the work to be paid for hereunder and, when completed, to measure such work for payment.

(c)To determine all questions of an engineering character in relation to the work, to interpret the Plans, Specifications and Addenda.

(d)To determine how the work of this Contract shall be coordinated with the work of other contractors engaged simultaneously on this project.

(e)To make minor changes in the work as he deems necessary, provided such changes do not result in a net increase in the cost to the City or to the Contractor of the work to be done under the Contract.

(f)To amplify the Plans, add explanatory information and furnish additional Specifications and Drawings consistent with the intent of the Contract Documents.

The power of the Engineer shall not be limited to the foregoing enumeration, for it is the intent of this Contract that all of the work shall be subject to his determinations and approval, except where the determination or approval of someone other than the Engineer is expressly called for herein and except as subject to review by the Mayor and City Council. All orders of the Engineer requiring the Contractor to perform work as Contract work shall be promptly obeyed by the Contractor.

The Engineer shall not, however, have the power to issue an extra work order, and the performance of such work on the order of the Engineer without previously obtaining written confirmation thereof from the Mayor in accordance with Article 7.02 hereof may constitute a waiver of any right to extra compensation therefor. The Contractor is warned that the Engineer has no power to change the terms and provisions of this Contract, except minor changes where such change results in no net increase in the Contract Price.

### **ARTICLE 2.02 DIRECTOR**

The Director of the Department in addition to those matters

expressly made subject to his determination, direction or approval in his capacity as "Engineer", shall also have the power:

(a)To review any and all questions in relation to this Contract and its performance, except as herein otherwise specifically provided, and his determination upon such review shall be final and conclusive upon the Contractor.

(b)With the approval of the Mayor and City Council to authorize modifications or changes in the Contract so as to require: (1) the performance of extra work, or (2) the omission of Contract work whenever he deems it in the interest of the City to do so, or both.

(c)To suspend the whole or any part of the work whenever, in his judgment, such suspension is required: (1) in the interest of the City generally, or (2) to coordinate the work of the various Contractors engaged on this project, or (3) to expedite the completion of the entire project, even though the completion of this particular Contract may be thereby delayed, without compensation to the Contractor for such suspension other than extending the time for the completion of the work, as much as it may have been, in the opinion of the City, delayed by such a suspension.

(d)If, before the final acceptance of all the work contemplated herein, it shall be deemed necessary to take over, use, occupy, or operate any part of the completed or partly completed work, the Engineer shall have the right to do so and the Contractor will not, in any way, interfere with or object to the use, occupation, or operation of such work by the City after receipt of notice in writing from the Engineer that such work or part thereof will be used by the City on and after the date specified in such notice. Such taking over, use, occupancy or operation of any part of the completed or partially completed work shall not constitute final acceptance or approval of any such part of the work.

### **ARTICLE 2.03 NO ESTOPPEL**

The City shall not, nor shall any department, officer, agent, or employee thereof, be bound, precluded, or estopped by any determination, decision, acceptance, return, certificate, or payment made or given under or in connection with this Contract by any officer, agent or employee of the City at any time either before or after final completion and acceptance of the work and payment therefor: (a) from showing the true and correct classification, amount, quality, or character of the work done, or that any determination, decision, acceptance, return certificate or payment is untrue, incorrect or improperly made in any particular, or that the work or any part thereof does not in fact conform to the requirements of the Contract Documents, and (b) from demanding and recovering from the Contractor any overpayments made to him or such damages as it may sustain by reason his failure to comply with the requirements of the Contract of Documents, or both.

### **ARTICLE 2.04 NO WAIVER OF RIGHTS**

Neither the inspection, nor any order, measurements or certificate of the City or its employees, officers, or agents, nor by any order of the City for payment of money, nor any money, nor payments for or acceptance of the whole or any part of the work by the City, nor any extension of time, nor any changes in the Contract, Specifications or Plans, nor any possession by the City or its employees shall operate as a

waiver of any provisions of this Contract, nor any power herein provided nor shall any waiver of any breach of this Contract be held as a waiver of any other subsequent breach.

Any remedy provided in this Contract shall be taken and construed as cumulative, namely, in addition to each and every other suit, action, or legal proceeding. The City shall be entitled as of right to an injunction against any breach of the provisions of this Contract.

### **SECTION 3 PERFORMANCE OF WORK**

#### **ARTICLE 3.01 CONTRACTOR'S RESPONSIBILITY**

The Contractor shall do all the work and furnish, at his own cost and expense, all labor, materials, equipment, and other facilities, except as herein otherwise provided, as may be necessary and proper for performing and completing the work under this Contract. The Contractor shall be responsible for the entire work until completed and finally accepted by the City.

The work shall be performed in accordance with the true intent and meaning of the Contract Documents. Unless otherwise expressly provided, the work must be performed in accordance with the best modern practice, with materials as specified and workmanship of the highest quality, all as determined by and entirely to the satisfaction of the Engineer.

Unless otherwise expressly provided, the means and methods of construction shall be such as the Contractor may choose, subject, however, to the approval of the Engineer. Only adequate and safe procedure, methods, structures and equipment shall be used. The Engineer's approval or the Engineer's failure to exercise his right thereon shall not relieve the Contractor of obligations to accomplish the result intended by the Contract, nor shall such create a cause of action for damages.

#### **ARTICLE 3.02 COMPLIANCE WITH LAWS**

The Contractor must comply with all local, State and Federal laws, rules, ordinances and regulations applicable to this Contract and to the work done hereunder, and must obtain, at his own expense, all permits, licenses or other authorization necessary for the prosecution of the work.

No work shall be performed under this Contract on Sundays, legal holidays or after regular working hours without the express permission of the Engineer. Where such permission is granted, the Engineer may require that such work be performed without additional expense to the City.

#### **ARTICLE 3.03 INSPECTION**

During the progress of the work and up to the date of final acceptance, the Contractor shall, at all times, afford the representatives of the City, the Florida Department of Environmental Regulation, and if applicable, the Federal Environmental Protection Agency and the Federal Department of Labor every reasonable, safe and proper facility for inspecting the work done or being done at the

site. The inspection of any work shall not relieve the Contractor of any of his obligations to perform proper and satisfactory work as herein specified. Finished or unfinished work found not to be in strict accordance with the Contract shall be replaced as directed by the Engineer, even though such work may have been previously approved and payment made therefor.

The City shall have the right to reject materials and workmanship which are defective or require their correction. Rejected work and materials must be promptly removed from the site, which must at all times be kept in a reasonably clean and neat condition.

Failure or neglect on the part of the City to condemn or reject bad or inferior work or materials shall not be construed to imply an acceptance of such work or materials, if it becomes evident at any time prior to the final acceptance of the work by the City. Neither shall it be construed as barring the City at any subsequent time from the recovery of damages of such a sum of money as may be needed to build anew all portions of the work in which inferior work or improper materials were used, wherever found.

Should it be considered necessary or advisable by the City at any time before final acceptance of the entire work to make examinations of work already completed, by removing or tearing out all or portions of such work, the Contractor shall, on request, promptly furnish all necessary facilities, labor, and material for that purpose. If such work is found to be defective in any material respect, due to the fault of the Contractor or his subcontractors, he shall defray all expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, the cost of examination and restoration of the work shall be considered an item of extra work to be paid for in accordance with the provisions of Article 7.02 hereof.

#### **ARTICLE 3.04 PROTECTION**

During performance and until final acceptance, the Contractor shall be under an absolute obligation to protect the finished and unfinished work against any damage, loss, or injury. The Contractor shall take proper precaution to protect the finished work from loss or damage, pending completion and the final acceptance of all the work included in the entire Contract, provided that such precaution shall not relieve the Contractor from any and all liability and responsibility for loss or damage to the work occurring before final acceptance by the City. Such loss or damage shall be at the risk of and borne by the Contractor, whether arising from acts or omissions of the Contractor or others. In the event of any such loss or damage, the Contractor shall forthwith repair, replace, and make good the work without extension of time therefor, except as may be otherwise provided herein.

The provisions of this Article shall not be deemed to create any new right of action in favor of third parties against the Contractor or the City.

#### **ARTICLE 3.05 PRESERVATION OF PROPERTY**

The Contractor shall preserve from damage all property along the line of the work, or which is in the vicinity of or is in anywise affected by the work, the removal or destruction of which is not called for by the Plans. This applies, but is not limited, to the public utilities, trees, lawn areas, building monuments, fences, pipe and underground structures, public streets (except natural wear and tear of streets resulting from legitimate use thereof by the Contractor), and wherever such property is damaged due to the activities of the Contractor, it shall be immediately restored to its original condition by the Contractor and at his own expense.

In case of failure on the part of the Contractor to restore such property, or make good such damage or injury, the City may, upon forty-eight (48) hour written notice, proceed to repair, rebuild, or otherwise restore such property as may be deemed necessary, and the cost thereof will be deducted from any monies due or which may become due the Contractor under this Contract. Nothing in this clause shall prevent the Contractor from receiving proper compensation for the removal, damage, or replacement of any public or private property not shown on the Plans, when this is made necessary by alteration of grade or alignment authorized by the Engineer, provided that such property has not been damaged through fault of the Contractor, his employees or agents.

**ARTICLE 3.06 BOUNDARIES**

The Contractor shall confine his equipment, apparatus, the storage of materials, supplies and apparatus of his workmen to the limits indicated on the plans, by law, ordinances, permits or direction of the Engineer.

**ARTICLE 3.07 SAFETY AND HEALTH REGULATIONS**

The Contractor shall comply with the Department of Labor Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (PL 91- 596) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL91-54).

**ARTICLE 3.08 TAXES**

All taxes of any kind and character payable on account of the work done and materials furnished under this Contract shall be paid by the Contractor and shall be deemed to have been included in his bid. The laws of the State of Florida provide that sales and use taxes are payable by the Contractor upon the tangible personal property incorporated in the work and such taxes shall be paid by the Contractor and shall be deemed to have been included in his bid.

**ARTICLE 3.09 ENVIRONMENTAL CONSIDERATIONS**

The Contractor, in the performance of the work under this Contract, shall comply with all Local, State and Federal laws, statutes, ordinances, rules and regulations applicable to protection of the environment; and, in the event he violates any of the provisions of same, he shall be answerable to the Local, State and Federal agencies designated by law to protect the environment. In the event the City receives, from any of the environmental agencies, a citation which is occasioned by an act or omission of the Contractor or his

subcontractor or any officers, employees or agents of either, it is understood and agreed that the Contractor shall automatically become a party-respondent under said citation; and the City immediately shall notify the Contractor and provide him with a copy of said citation.

The Contractor shall comply with the requirements of the citation and correct the offending conditions(s) within the time stated in said citation and further shall be held fully responsible for all fines and/or penalties.

**SECTION 4  
TIME PROVISIONS**

**ARTICLE 4.01 TIME OF START AND COMPLETION**

The Contractor must commence work within thirty (30) days subsequent to the date of the receipt of the "Notice to Proceed" by the City unless otherwise provided in the Specific Provisions and Special Instructions. Time being of the essence of this Contract, the Contractor shall thereafter prosecute the work diligently, using such means and methods of construction as well as secure its full completion in accordance with the requirements of the Contract Documents no later than the date specified therefor, or on the date to which the time for completion may be extended.

The Contractor must complete the work covered by this Contract in the number of consecutive calendar days set forth in the Instructions to Bidders, unless the date of completion is extended pursuant to the provisions of Article 4.05 hereof. The period for performance shall start from the date of signing of this Agreement by the City.

The actual date of completion will be established after a final inspection as provided in Article 4.07 hereof.

**ARTICLE 4.02 PROGRESS SCHEDULE**

To enable the work to be laid out and prosecuted in an orderly and expeditious manner, the Contractor shall submit to the Engineer a proposed progress schedule within fifteen (15) days after the award of this Contract.

The schedule shall state the Contract starting date, time for completion and date of completion and shall show the anticipated time of starting and completion of each of the various operations to be performed under this Contract, together with all necessary and appropriate information regarding sequence and correlation of work and an estimated time required for the delivery of all materials and equipment required for the work. The proposed schedule shall be revised as directed by the Engineer until finally approved by him, and, after such approval, shall be strictly adhered to by the Contractor. The approved progress schedule may be changed only with the written permission of the Engineer.

If the Contractor shall fail to adhere to the approved progress schedule or the schedule as revised, he shall promptly adopt such other or additional means and methods of construction as will make up for the time lost, and will assure completion in accordance with the contract time.

**ARTICLE 4.03 APPROVAL REQUESTS**

From time to time, as the work progresses and in the sequence indicated by the approved schedule, the Contractor must submit to the Engineer a specific request, in writing, for each item of information or approval required of him by the Contract. These requests must be submitted sufficiently in advance of the date upon which the information or approval is actually required by the Contractor to allow for the time the Engineer may take to act upon such submissions or resubmissions. The Contractor shall not have any right to an extension of time on account of delays due to his failure to submit his requests for the required information or the required approval in accordance with these requirements.

**ARTICLE 4.04 COORDINATION WITH OTHER CONTRACTORS**

During progress of the work, other Contractors may be engaged in performing other work on this project or on other projects on the site. In that event, the Contractor shall coordinate the work to be done hereunder with the work of such other Contractors in such manner as the Engineer may direct.

**ARTICLE 4.05 EXTENSION OF TIME**

If such an application is made, the Contractor shall be entitled to an extension of time for delay in completion of the work should the Contractor be obstructed or delayed in the commencement, prosecution or completion of any part of said work by any act or delay of the City, or by acts or omissions of other Contractors on this project, or by a riot, insurrection, war, pestilence, acts of public authorities, fire, lightning, hurricanes, earthquakes, tornadoes, floods, extremely abnormal and excessive inclement weather as indicated by the records of the local weather bureau for a five-year period preceding the date of the Contract, or by strikes, or other causes, which causes of delay mentioned in this Article, in the opinion of the City, are entirely beyond the expectation and control of the Contractor.

The Contractor shall, however, be entitled to an extension of time for such causes only for the number of days of delay which the City may determine to be due solely to such causes and only to the extent that such occurrences actually delay the completion of the project and then only if the Contractor shall have strictly complied with all of the requirements of Articles 4.01, 4.02, 4.03 and 4.04 hereof. It is hereby understood that the determination by the Engineer as to the order and sequence of the work shall not in itself constitute a basis for extension of time.

The determination made by the City on an application for an extension of time shall be binding and conclusive on the Contractor.

Delays caused by failure of the Contractor's materialmen, manufacturers, and dealers to furnish approved working drawings, materials, fixtures, equipment, appliances, or other fittings on time or failure of subcontractors to perform their work shall not constitute a basis of extension of time.

The Contractor agrees to make no claim for damages for delay in the performance of this Contract occasioned by any

act or omission to act of the City or any of its representatives or because of any injunction which may be brought against the City or its representatives and agrees that any such claim shall be fully compensated for by an extension of time to complete performance of the work as provided herein.

**ARTICLE 4.06 LIQUIDATED DAMAGES**

It is mutually agreed between the parties that time is the essence of this Contract and that there will be on the part of the City considerable monetary damage in the event the Contractor should fail to complete the work within the time fixed for completion in the Contract or within the time to which such completion may have been extended.

The amount per day set forth in the Instructions to Bidders is hereby agreed upon as the liquidated damages for each and every calendar day that the time consumed in completing the work under this Contract exceeds the time allowed.

This amount shall, in no event, be considered as a penalty or otherwise than as the liquidated and adjusted damages to the City because of the delay and the Contractor and his Surety agree that the stated sum per day for each such day of delay shall be deducted and retained out of the monies which may become due hereunder and if not so deductible, the Contractor and his Surety shall be liable therefor.

**ARTICLE 4.07 FINAL INSPECTION**

When the work has been completed in accordance with the requirements of the Contract and final cleaning up performed, a date for final inspection of the work by the Engineer shall be set by the Contractor in a written request therefor, which date shall be not less than ten (10) days after the date of such request. The work will be deemed complete as of the date so set by the Contractor if, upon such inspection, the Engineer determines that no further work remains to be done at the site.

If such inspection reveals interms of work still to be performed, however, the Contractor shall promptly perform them and then request a reinspection. If, upon such inspection, the Engineer determines that the work is complete, the date of final completion shall be deemed to be the last day of such reinspection.

**SECTION 5  
SUBCONTRACTS AND ASSIGNMENTS**

**ARTICLE 5.01 LIMITATIONS AND CONSENT**

The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of this Contract or of his right, title, or interest therein, or his power to execute such Contract, or to assign any monies due or to become due thereunder to any other person, firm or corporation unless the previous written consent of the City shall first be obtained thereto and the giving of any such consent to a particular subcontract or assignment shall not dispense with the necessity of such consent to any further or other assignment.

Before making any subcontract, the Contractor must submit a

written statement to the Engineer, giving the name and address of the proposed contractor, the portion of the work and materials which he is to perform and furnish and any other information tending to prove that the proposed subcontractor has the necessary facilities, skill, integrity, past experience and financial resources to perform the work in accordance with the terms and conditions of this Contract.

If the City finds that the proposed subcontractor is qualified, the Contractor will be notified in writing. The City may revoke approval of any subcontractor when such subcontractor evidences an unwillingness or inability to perform his work in strict accordance with these Contract Documents. Notice of such revocation of approval will be given in writing to the Contractor.

The Contractor will promptly, upon request, file with the City a conformed copy of the subcontract. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of these Contract Documents, insofar as applicable to the work of subcontractors, and to give the Contractor the same power as regards terminating any subcontracts that the City may exercise over the Contractor under provisions of these Contract Documents.

The Contractor shall be required to perform with his own forces at least twenty-five (25) percent of the work, unless written consent to subcontract a greater percentage of the work is first obtained from the City.

#### **ARTICLE 5.02 RESPONSIBILITY**

The approval by the City of a subcontractor shall not relieve the Contractor of any of his responsibilities, duties, and liabilities hereunder. The Contractor shall be solely responsible to the City for the acts or defaults or omissions of his subcontractor and of such subcontractor's officers, agents, and employees, each of whom shall for all purposes be deemed to be the agent or employee of the Contractor. Nothing contained in the Contract Documents shall create any contractual relationship between any subcontractor and the City.

### **SECTION 6 SECURITY AND GUARANTY**

#### **ARTICLE 6.01 CONTRACT SECURITY**

The Contractor shall execute and deliver to the City a Performance Bond on the form as provided herein, in an amount at least equal to one hundred (100) percent of the full Contract price, such Bond to be executed by a surety company acceptable to the City. The surety on such Performance Bond shall be a surety company duly authorized to do business in the State of Florida, and the Bond shall be issued or countersigned by a local resident producing agent of such surety company who is a resident of the State of Florida, regularly commissioned and licensed in said State, and satisfactory evidence of the authority of the person or persons executing such Bond shall be submitted with the Bond. The Performance Bond shall serve as security for the faithful performance of this Contract, including

maintenance and guaranty provisions, and for the payment of all persons performing labor and furnishing materials in connection with the Contract. The premiums on the Performance Bond shall be paid by the Contractor.

If, at any time, the City shall become dissatisfied with any surety or sureties then upon the Performance Bond, or if for any other reason such bond shall cease to be adequate security for the City, the Contractor shall, within five days after notice so to do, substitute an acceptable Bond in such form and sum and signed by such other sureties as may be satisfactory to the City. The premiums on such Bond shall be paid by the Contractor. No further partial payments shall be deemed due or shall be made until the new sureties have qualified.

#### **ARTICLE 6.02 CONTRACTORS INSURANCE**

Insurance required shall be as indicated on Special Instructions pages beginning with "INS-1"

#### **ARTICLE 6.03 AGAINST CLAIMS AND LIENS**

The City may withhold from the Contractor as much as any approved payments to him as may, in the opinion of the City, be necessary to secure (a) just claims of any persons supplying labor or materials to the Contractor or any of his subcontractors for the work then due and unpaid; (b) loss due to defective work not remedied, or (c) liability, damage, or loss due to injury to persons or damages to the work or property of other contractors, subcontractors, or others, caused by the act or neglect of the Contractor or of any of his subcontractors. The City shall have the right, as agent for the Contractor, to apply any such amounts so withheld in such manner as the City may deem proper to satisfy such claims or to secure such protection. Such application of such money shall be deemed payments for the account of the Contractor.

#### **ARTICLE 6.04 MAINTENANCE AND GUARANTY**

The Contractor hereby guarantees all the work furnished under this Contract against any defects in workmanship and materials for a period of one year following the date of final acceptance of the work by the City. Under this guarantee, the Contractor hereby agrees to make good, without delay, at his own expense, any failure of any part of the work due to faulty materials or manufacture, construction, or installation, or the failure of any equipment to perform satisfactorily all the work put upon it within the limits of the Contract Documents, and further, shall make good any damage to any part of the work caused by such failure. It is hereby agreed that the Performance Bond shall fully cover all guarantees contained in this Article.

It is also agreed that all warranties, expressed or implied, inure to the benefit of the City and are enforceable by the City.

### **SECTION 7 CHANGES**

#### **ARTICLE 7.01 MINOR CHANGES**

The City reserves the right to make such additions, deductions, or changes to this Contract from time to time as

it deems necessary and in a manner not materially affecting the substance thereof or materially changing the price to be paid in order to carry out and complete more fully and perfectly the work herein agreed to be done and performed. This Contract shall in no way be invalidated by any such additions, deductions, or changes, and no claim by the Contractor shall be made for any loss of anticipated profits thereby.

Construction conditions may require that minor changes be made in the location and installation of the work and equipment to be furnished and other work to be performed hereunder, and the Contractor when ordered by the Engineer, shall make such adjustments and changes in said locations and work as may be necessary, without additional cost to the City, provided such adjustments and changes do not alter the character, quantity or cost of the work as a whole, and provided further that Plans and Specifications showing such adjustments and changes are furnished to the Contractor by the City within a reasonable time before any work involving such adjustment and changes is begun. The Engineer shall be the sole judge of what constitutes a minor change for which no additional compensation shall be allowed.

#### **ARTICLE 7.02 EXTRA WORK**

The City may at any time by a written order and without notice to the sureties require the performance of such extra work as it may find necessary or desirable. An order for extra work shall be valid only if issued in writing and signed by the Mayor and the work so ordered must be performed by the Contractor.

The amount of compensation to be paid to the Contractor for any extra work as so ordered shall be determined as follows:

(a) By such applicable unit prices, if any, as are set forth in the Proposal; or

(b) If no such unit prices are set forth then by a lump sum or other unit prices mutually agreed upon by the City and the Contractor; or

(c) If no such unit prices are set forth in the Proposal and if the parties cannot agree upon a lump sum or other unit prices then by the actual net cost in money to the Contractor of the extra work performed, which cost shall be determined as follows:

(1) For all labor and foreman in direct charge of the authorized operations, the Contractor shall receive the current local rate of wages to be agreed upon, in writing, before starting such work for each hour that said labor and foremen are actually engaged thereon, to which shall be added an amount equal to 25 percent of the sum thereof which shall be considered and accepted as full compensation for general supervision, FICA taxes, contributions under the Florida Unemployment Compensation Act, insurance, bond, subcontractor's profit and overhead, the furnishing of small tools and miscellaneous equipment used, such as picks, shovels, hand pumps, and similar items.

(2) For all materials used, the Contractor shall receive the actual cost of such materials delivered at the site or previously approved delivery point as established by original receipted bills. No percentage shall be added to this cost.

(3) For special equipment and machinery such as power-driven pumps, concrete mixers, trucks, and tractors, or other equipment, required for the economical performance of the authorized work, the Contractor shall receive payment based on the average local area rental price for each item of equipment and the actual time of its use on the work. No percentage shall be added to this sum.

(4) Records of extra work done under this procedure shall be reviewed at the end of each day by the Contractor or his representative and the Engineer. Duplicate copies of accepted records shall be made and signed by both Contractor or his representative and the Engineer, and one copy retained by each.

Request for payment for approved and duly authorized extra work shall be submitted in the same form as Contract work or in the case of work performed under paragraph (c) (1) above upon a certified statement supported by receipted bills. Such statement shall be submitted for the current Contract payment for the month in which the work was done.

#### **ARTICLE 7.03 DISPUTED WORK**

If the Contractor is of the opinion that any work required, necessitated, or ordered violates the terms and provisions of this Contract, he must promptly notify the Engineer, in writing, of his contentions with respect thereto and request a final determination thereof. If the Engineer determines that the work in question is Contract work and not extra work or that the order complained of is proper, he will direct the Contractor to proceed and the Contractor shall promptly comply. In order, however, to reserve his right to claim compensation for such work or damages resulting from such compliance, the Contractor must, within five (5) days after receiving notice of the Engineer's determination and direction, notify the City in writing that the work is being performed or that the determination and direction is being complied with under protest. Failure of the Contractor to notify shall be deemed as a waiver of claim for extra compensation or damages therefor.

Before final acceptance by the City, all matters of dispute must be adjusted to the mutual satisfaction of the parties thereto. Final determinations and decisions, in case any questions shall arise, shall constitute a condition precedent to the right of the Contractor to receive the money therefor until the matter in question has been adjusted.

#### **ARTICLE 7.04 OMITTED WORK**

The City may at any time by a written order and without notice to the sureties require the omission of such Contract work as it may find necessary or desirable.

An order for omission of work shall be valid only if signed by the Mayor and the work so ordered must be omitted by the Contractor. The amount by which the Contract price shall be reduced shall be determined as follows:

(a) By such applicable unit prices, if any, as are set forth in the Contract; or

(b) By the appropriate lump sum price set forth in the Contract; or

(c) By the fair and reasonable estimated cost to the City

of such omitted work as determined by the Engineer and approved by the City.

## **SECTION 8 CONTRACTOR'S EMPLOYEES**

### **ARTICLE 8.01 CHARACTER AND COMPETENCY**

The Contractor and his subcontractors shall employ upon all parts of the work herein contracted for only competent, skillful, and trustworthy workers. Should the Engineer at any time give notice, in writing, to the Contractor or his duly authorized representative on the work that any employee in his opinion is incompetent, unfaithful, disorderly, careless, unobservant of instructions, or in any way a detriment to the satisfactory progress of the work, such employee shall immediately be dismissed and not again allowed upon the site.

### **ARTICLE 8.02 SUPERINTENDENCE**

The Contractor shall give his personal supervision to the faithful prosecution of the work and in case of his absence shall have a competent, experienced, and reliable supervisor or superintendent, acceptable to the Engineer on the site who shall follow without delay all instructions of the Engineer in the prosecution and completion of the work and every part thereof, in full authority to supply workers, material, and equipment immediately. He shall keep on hand at all times copies of the Contract Documents.

### **ARTICLE 8.03 EMPLOYMENT OPPORTUNITIES**

The Contractor shall, in the performance of the work required to be done under this Contract, employ all workers without discrimination regarding race, creed, color, sex or national origin and must not maintain or provide facilities that are segregated on the basis of race, color, creed or national origin.

### **ARTICLE 8.04 RATES OF WAGES**

On federally assisted projects, the rates of wages to be paid under this Contract shall not be less than the rates of wages set forth in Section 12 of this Agreement.

On other projects, no wage rate determination is included. Florida's Prevailing Wage Law (Section 215.19, Florida Statutes) was repealed effective April 25, 1979.

### **ARTICLE 8.05 PAYROLL REPORTS**

The Contractor and each subcontractor shall, if requested to do so, furnish to the Engineer a duly certified copy of his payroll and also any other information required by the Engineer to satisfy him that the provisions of the law as to the hours of employment and rate of wages are being observed.

Payrolls shall be prepared in accordance with instructions furnished by the City and on approved forms. The Contractor shall not carry on his payroll any persons not employed by him. Subcontractor's employees shall be carried only on the payrolls of the employing subcontractor.

## **SECTION 9 CONTRACTOR'S DEFAULT**

### **ARTICLE 9.01 CITY'S RIGHT AND NOTICE**

It is mutually agreed that: (a) if the Contractor fails to begin work when required to do so, or (b) if at any time during the progress of the work it shall appear to the Engineer that the Contractor is not prosecuting the work with reasonable speed, or is delaying the work unreasonably and unnecessarily, or (c) if the force of workmen or quality or quantity of material furnished are not sufficient to insure completion of the work within the specified time and in accordance with the Specifications hereto attached, or (d) if the Contractor shall fail to make prompt payments for materials or labor or to subcontractors for work performed under the Contract, or (e) if legal proceedings have been instituted by others than the City in such manner as to interfere with the progress of the work and may subject the City to peril of litigation or outside claims of (f) if the Contractor shall be adjudged a bankrupt or make an assignment for the benefit of creditors, or (g) if in any proceeding instituted by or against the Contractor an order shall be made or entered granting an extension of time of payment, composition, adjustment, modification, settlement or satisfaction of his debts or liabilities, or (h) if a receiver or trustee shall be appointed for the Contractor or the Contractor's property, or (i) if the Contract or any part thereof shall be sublet without the consent of the City being first obtained in writing, or (j) if this Contract or any right, monies, or claim thereunder shall be assigned by the Contractor, otherwise than as herein specified, or (k) if the Contractor shall fail in any manner of substance to observe the provisions of this Contract, or (l) if any of the work, machinery, or equipment shall be defective, and shall not be replaced as herein provided, or (m) if the work to be done under this Contract shall be abandoned, then such fact or conditions shall be certified by the Engineer and thereupon the City without prejudice to any other rights or remedies of the City, shall have the right to declare the Contractor in default and so notify the Contractor by a written notice, setting forth the ground or grounds upon which such default is declared and the Contractor must discontinue the work, either as a portion of the work or the whole thereof, as directed.

### **ARTICLE 9.02 CONTRACTOR'S DUTY UPON DEFAULT**

Upon receipt of notice that his Contract is in default, the Contractor shall immediately discontinue all further operations on the work or such part thereof, and shall immediately quit the site or such part thereof, leaving untouched all plant, materials, equipment, tools, and supplies.

### **ARTICLE 9.03 COMPLETION OF DEFAULTED WORK**

The City, after declaring the Contractor in default, may then have the work completed or the defective equipment or machinery replaced or anything else done to complete the work in strict accordance with the Contract Documents by such means and in such manner, by Contract with or without public letting, or otherwise, as it may deem advisable,

utilizing for such purpose without additional cost to the City such of the Contractor's plant, materials, equipment, tools, and supplies remaining on the site, and also such subcontractors as it may deem advisable.

The City shall reimburse all parties, including itself, for the expense of such completion, including liquidated damages, if any, and the cost of reletting. The City shall deduct this expense from monies due or to become due to the Contractor under this Contract, or any part thereof, and in case such expense is more than the sum remaining unpaid of the original contract price, the Contractor and his sureties shall pay the amount of such deficiency to the City.

#### **ARTICLE 9.04 PARTIAL DEFAULT**

In case the City shall declare the Contractor in default as to a part of the work only, the Contractor shall discontinue such part, shall continue performing the remainder of the work in strict conformity with the terms of the Contract, and shall in no way hinder or interfere with any other contractor or person whom the City may engage to complete the work as to which the Contractor was declared in default.

### **SECTION 10 PAYMENTS**

#### **ARTICLE 10.01 PRICES**

For the Contractor's complete performance of the work, the City will pay and the Contractor agrees to accept, subject to the terms and conditions hereof, the lump sum prices or unit prices in the Contractor's Proposal and the award made therein, plus the amount required to be paid for any extra work ordered under Article 7.02 hereof, less credit for any work omitted pursuant to Article 7.04 hereof. Under unit price items, the number of units actually required to complete the work under the Contract may be more than stated in the Proposal. The Contractor agrees that no claim will be made for any damages or for loss of profits because of a difference between the quantities of the various classes of work assumed and stated in the Proposal Form as a basis for comparing Proposals and the quantities of work actually performed.

The sum as awarded for any lump sum Contract or lump sum Contract Item shall represent payment in full for all of the various classes of work, including materials, equipment, and labor necessary or required to complete, in conformity with the Contract Document, the entire work shown, indicated or specified under the lump sum Contract or lump sum Contract Item.

The amount as awarded as a unit price for any unit price Contract Item shall represent payment in full for all the materials, equipment, and labor necessary to complete, in conformity with the Contract Documents, each unit of work shown, specified, or required under the said unit price Contract Item.

No payment other than the amount as awarded will be made for any class of work included in a lump sum Contract Item or a unit price Contract Item, unless specific provision is

made therefor in the Contract Documents.

#### **ARTICLE 10.02 SUBMISSION OF BID BREAKDOWN**

Within fifteen (15) days after the execution of this Contract, the Contractor must submit to the Engineer in duplicate an acceptable breakdown of the lump sums and unit prices bid for items of the Contract, showing the various operations to be performed under the Contract, as described in the progress schedule required under Article 4.02 hereof, and the value of each of such operations, the total of such items to equal the total price bid. The Contractor shall also submit such other information relating to the bid prices as may be required and shall revise the bid breakdown as directed. Thereafter, the breakdown may be used for checking the Contractor's applications for partial payments hereunder but shall not be binding upon the City or the Engineer for any purpose whatsoever.

#### **ARTICLE 10.03 REPORTS, RECORDS AND DATA**

The Contractor shall furnish to the Engineer such schedules of quantities and costs, progress schedules, reports, invoices, delivery tickets, estimates, records, and other data as the Engineer may request concerning work performed or to be performed and the materials furnished under the Contract.

#### **ARTICLE 10.04 PAYMENTS BY CONTRACTOR**

The Contractor shall pay (a) for all transportation and utility services not later than the 20th day of the calendar month following that in which such services are rendered, (b) for all materials, tools, and equipment delivered at the site of the project, and the balance of the cost thereof not later than the 30th day following the completion of that part of the work in or on which such materials, tools, and equipment are incorporated or used, and (c) to each of his subcontractors, not later than the 5th day following each payment to the Contractor, the respective amounts allowed the Contractor on account of the work performed by his subcontractors, to the extent of each subcontractor's interest therein; and proof of such payments or releases therefor shall be submitted to the Engineer upon request.

#### **ARTICLE 10.05 PARTIAL PAYMENTS**

On or about the first of each month, the Contractor shall make and certify an estimate, on forms prescribed by the City, of the amount and fair value of the work done, and may apply for partial payment therefor. The Contractor shall revise the estimate as the Engineer may direct. When satisfactory progress has been made, and shows that the value of the work completed since the last payment exceeds one percent (1%) of the total Contract price in amount, the Engineer will issue a certificate that such work has been completed and the value thereof. The City will then issue a voucher to the Contractor in accordance with the following schedule:

#### **FOR CONTRACT AMOUNTS UNDER \$250,000**

(A) In the amount of ninety percent (90%) of the value of the work completed as certified until construction is one hundred percent (100%) complete (operational or beneficial occupancy), the withheld amount may be reduced below ten percent (10%), at the Engineer's option, to only that amount necessary to assure completion.



**FOR CONTRACT AMOUNTS OVER \$250,000**

(A) In the amount of ninety percent (90%) of the value of the work completed as certified until construction is fifty percent (50%) complete.

(B) When the dollar value, as determined by the Engineer, of satisfactorily completed work in place is greater than fifty percent (50%) of the original contract price, vouchers for partial payment will be issued by the City to the Contractor in the amount of one hundred percent (100%) of the value of the work, above 50%, completed as certified for that payment period.

(C) If the Contractor has performed satisfactorily and the work is substantially complete (operational or beneficial occupancy) the withheld amount may be reduced, at the Engineer's option, to only that amount necessary to assure completion.

In addition to the Conditions set forth in (A), (B), and (C) above, payments will always be less any sums that may be retained or deducted by the City under the terms of any of the contract documents and less any sums that may be retained to cover monetary guarantees for equipment, materials or progress performance.

Payment on estimates made on or about the first of the month may be expected on or about the 20th of the month.

Unless specified otherwise in the Contract Items, the delivered cost of equipment and nonperishable materials suitably stored at the site of the work and tested for adequacy may be included in the Contractor's application for partial payment provided, however, that the Contractor shall furnish evidence satisfactory to the City that the Contractor is the unconditional owner and in possession of such materials or equipment. The amount to be paid will be 90 percent of the invoice cost to the Contractor which cost shall be supported by receipted bills within 30 days of the date of payment by the City to the Contractor. Such payment shall not relieve the Contractor from full responsibility for completion of the work and for protection of such materials and equipment until incorporated in the work in a permanent manner as required by the Contract Documents.

Before any payment will be made under this Contract, the Contractor and every subcontractor, if required, shall deliver to the Engineer a written, verified statement, in satisfactory form, showing in detail all amounts then due and unpaid by such Contractor or subcontractor to all laborers, workmen, and mechanics, employed by him under the Contract for the performance of the work at the site thereof, for daily or weekly wages, or to other persons for materials, equipment, or supplies delivered at the site of the work during the period covered by the payment under consideration.

**ARTICLE 10.06 FINAL PAYMENT**

Under determination of satisfactory completion of the work under this Contract as provided in Article 4.07 hereof, the Engineer will prepare the final estimate showing the value of the completed work. This estimate will be prepared within 30 days after the date of completion or as soon thereafter as the necessary measurements and computations can be made.

All prior certificates and estimates, being approximate only, are subject to correction in the final estimate and payment.

When the final estimate has been prepared and certified by Engineer, he will submit to the Mayor and City Council the final certificate stating that the work has been completed and the amount based on the final estimate remaining due to the Contractor. The City will then accept the work as fully completed and will, not later than 30 days after the final acceptance, as defined in Article 1.02, of the work done under this Contract, pay the Contractor the entire amount so found due thereunder after deduction of all previous payments and all percentages and amounts to be kept and retained under provisions of this Contract; provided, however, and it is understood and agreed that, as a precedent to receiving final payment, the Contractor shall submit to the City a sworn affidavit that all bills for labor, service, materials, and subcontractors have been paid and that there are no suits pending in connection with this work. The City, at its option, may permit the Contractor to execute a separate surety bond in a form satisfactory to the City. The surety bond shall be in the full amount of the suit or suits.

Neither the final payment nor any part of the retained percentage shall be paid until the Contractor, if required, shall furnish the City with a complete release from any should remain unsatisfied after all payments are made, the Contractor shall refund to the City all monies which the City may be compelled to pay in discharging such claim, including incidental costs and attorney's fees.

**ARTICLE 10.07 ACCEPTANCE OF FINAL PAYMENT**

The acceptance by the Contractor, or by anyone claiming by or through him, of the final payment shall operate as and shall be a release to the City and every officer and agent thereof from any and all claims and liability to the Contractor for anything done or furnished in connection with the work or project and for any act or neglect of the Contractor or of any others relating to or affecting the work. No payment, however, final or otherwise, shall operate to release the Contractor or his sureties from any obligations under this Contract or the Performance Bond.

**SECTION 11 MISCELLANEOUS PROVISIONS**

**ARTICLE 11.01 CONTRACTOR'S WARRANTIES**

In consideration of, and to induce the award of this contract to him, the Contractor represents and warrants:

(a) That he is not in arrears to the City upon debt or contract, and he is not a defaulter, as surety, contractor, or otherwise.

(b) That he is financially solvent and sufficiently experienced and competent to perform the work.

(c) That the work can be performed as called for by the Contract Documents.

(d) That the facts stated in his proposal and the information given by him are true and correct in all respects.

(e) That he is fully informed regarding all the conditions affecting the work to be done and labor and materials to be

furnished for the completion of this Contract, and that his information was secured by personal investigation and research.

#### **ARTICLE 11.02 PATENTED DEVICES, MATERIAL AND PROCESSES**

It is mutually understood and agreed that Contract prices include all royalties and costs arising from patents, trademarks, and copyrights in any way involved in the work. Whenever the Contractor is required or desires to use any design, device, material, or process covered by letters of patent or copyright, the Contractor shall indemnify and save harmless the City, its officers, agents and employees from any and all claims for infringement by reason of the use of any such patented design, device, tool, material, equipment, or process, to be performed under the Contract, and shall indemnify the said City, its officers, agents, and employees for any costs, expenses, and damages which may be incurred by reason of such infringement at any time during the prosecution or after completion of the work.

#### **ARTICLE 11.03 SUITS AT LAW**

In case any action at law or suit in equity may or shall be brought against the City or any of its officers, agents, or employees for or on account of the failure, omission, or neglect of the Contractor or his subcontractors, employees, or agents, to do or perform any of the covenants, acts, matters, or things by this Contract undertaken to be done or performed by the Contractor or his subcontractors, employees, or agents, or from any injuries done to property or persons and caused by the negligence or alleged negligence of the Contractor or his subcontractors, employees, or agents, or in any other manner arising out of the performance of this Contract, then the Contractor shall immediately assume and take charge of the defense of such actions or suits in like manner and to all intents and purposes as if said actions or suits have been brought directly against the Contractor, and the Contractor shall also indemnify and save harmless the City, its officers, agents, and employees from any and all loss, cost or damage whatever arising out of such actions or suits, in like manner and to all intents and purposes as if said actions or suits have been brought directly against the Contractor.

The Contractor shall and does hereby assume all liability for and agrees to indemnify the City or its Engineer against any or all loss, costs, damages, and liability for any or by reason of any lien, claims or demands, either for materials purchased or for work performed by laborers, mechanics, and others and from any damages, costs, actions, or causes of action and judgement arising from injuries sustained by mechanics, laborers, or other persons by reason of accidents or otherwise, whether caused by the carelessness or inefficiency or neglect of said Contractor, his subcontractors, agents, employees, workmen or otherwise.

#### **ARTICLE 11.04 CLAIMS FOR DAMAGES**

If the Contractor shall claim compensation for any damage sustained, other than for extra or disputed work covered by Article 7.02 and 7.03 hereof, by reason of any act or omission of the City, its agents, or any persons, he shall, within five days after sustaining such damage, make and

deliver to the Engineer a written statement of the nature of the damage sustained and of the basis of the claim against the City. On or before the 15th of the month succeeding that in which any damage shall have been sustained, the Contractor shall make and deliver to the Engineer an itemized statement of the details and amounts of such damage, duly verified by the Contractor. Unless such statements shall be made delivered within the times aforesaid, it is stipulated that and all claims for such compensation shall be forfeited and invalidated, and the Contractor shall not be entitled to payment on account of such claims.

#### **ARTICLE 11.05 NO CLAIMS AGAINST INDIVIDUALS**

No claim whatsoever shall be made by the Contractor against any officer, agent, employee of the City for, or on account of, anything done or omitted to be done in connection with this Contract.

#### **ARTICLE 11.06 LIABILITY UNAFFECTED**

Nothing herein contained shall in any manner create any liability against the City on behalf of any claim for labor, services, or materials, or of subcontractors, and nothing herein contained shall affect the liability of the Contractor or his sureties to the City or to any workmen or materialsmen upon bond given in connection with this Contract.

#### **ARTICLE 11.07 INDEMNIFICATION PROVISIONS**

Whenever there appears in this Agreement, or in the other Contract Documents made a part hereof, an indemnification provision within the purview of Chapter 725.06, Laws of Florida, the monetary limitation on the extent of the indemnification under each such provision shall be One Million Dollars or a sum equal to the total Contract price, whichever shall be the greater.

#### **ARTICLE 11.08 UNLAWFUL PROVISIONS DEEMED STRICKEN**

If this contract contains any unlawful provisions not an essential part of the Contract and which shall not appear to have a controlling or material inducement to the making thereof, such provisions shall be deemed of no effect and shall, upon notice by either party, be deemed stricken from the Contract without affecting the binding force of the remainder.

#### **ARTICLE 11.09 LEGAL PROVISIONS DEEMED INCLUDED**

Each and every provision of any law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein, and the Contract shall be read and enforced as though it were included herein and if, through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon application of either party the Contract shall forthwith be physically amended to make such insertion.

#### **ARTICLE 11.10 DEATH OR INCOMPETENCY OF CONTRACTOR**

In the event of death or legal incompetency of a Contractor who shall be an individual or surviving member of a contracting firm, such death or adjudication of incompetency

shall not terminate the Contract, but shall act as default hereunder to the effect provided in Article 9.01 hereof and the estate of the Contractor and his surety shall remain liable hereunder to the same extent as though the Contractor had lived. Notice of default, as provided in Article 9.01 hereof, shall not be required to be given in the event of such death or adjudication of incompetency.

**ARTICLE 11.11 NUMBER AND GENDER OF WORDS**

Whenever the context so admits or requires, all references herein in one number shall be deemed extended to and including the other number, whether singular or plural, and the use of any gender shall be applicable to all genders.

**ARTICLE 11.12 ACCESS TO RECORDS**

Representatives of Federal Agencies, if applicable, and the State of Florida shall have access to the work whenever it is in preparation of progress. On federally assisted projects the Federal Agency, the Comptroller General of the United States, or any authorized representative shall have access to any books, documents, papers, and records of the Contractor which are pertinent to the project for the purpose of making audit, examination, excerpts, and transcription thereof.

**SECTION 12  
LABOR STANDARDS**

**ARTICLE 12.01 LABOR STANDARDS**

The Contractor shall comply with all of the regulations set forth in "Labor Standards Provisions for Federally Assisted Construction Contracts", which may be attached, and any applicable Florida Statutes.

**ARTICLE 12.02 NOTICE TO LABOR UNIONS**

If required, the Contractor shall provide Labor Unions and other organizations of workers, and shall post, in a conspicuous place available to employees or applicants for employment, a completed copy of the form entitled "Notice to Labor Unions or Other Organizations of Workers" attached to and made a part of this Agreement.

**ARTICLE 12.03 SAFETY AND HEALTH REGULATIONS**

The Contractor shall comply with the Department of Labor Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (PL 91- 596) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL 91-54). Nothing in these Acts shall be construed to supersede or in any manner affect any worker's compensation law or statutory rights, duties, or liabilities of employers and employees under any law with respect to injuries, diseases, or death of employees arising out of, or in the course of, employment.

**ARTICLE 12.04 EEO AFFIRMATIVE ACTION REQUIREMENTS**

The Contractor understands and agrees to be bound by the equal opportunity requirements of Federal regulations which shall be applicable throughout the performance of work under this Contract. The Contractor also agrees to similarly

bind contractually each subcontractor. In policies, the Contractor agrees to engage in Affirmative Action directed at promoting and ensuring equal employment opportunity in the work force used under the Contract (and the Contractor agrees to require contractually the same effort of all subcontractors whose subcontractors exceed \$100,000). The Contractor understands and agrees that "Affirmative Action" as used herein shall constitute a good faith effort to achieve and maintain minority employment in each trade in the on-site work force used on the Contract.

**ARTICLE 12.05 PREVAILING RATES OF WAGES**

Florida's prevailing wage law was repealed effective April 25, 1979.

For Federally assisted projects, appropriate prevailing wage rate determinations are indicated on pages beginning with WR-1.

\* \* \* \* \*

IN WITNESS THEREOF, the parties have hereunto set their hands and seals, and such of them as are corporation have caused these present to be signed by their duly authorized officers.

CITY OF TAMPA, FLORIDA

\_\_\_\_\_  
Jane Castor, Mayor  
(SEAL)

ATTEST:

\_\_\_\_\_  
City Clerk

Approved as to Form:  
The execution of this document was authorized  
by Resolution No. \_\_\_\_\_

\_\_\_\_\_  
E/S  
Assistant City Attorney

Contractor

By: \_\_\_\_\_  
(SEAL)

Title:

ATTEST:

\_\_\_\_\_  
Witness

**PUBLIC CONSTRUCTION BOND**

Bond No. (enter bond number) \_\_\_\_\_

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

Principal Business Address of Contractor: \_\_\_\_\_

Telephone Number of Contractor: \_\_\_\_\_

Name of Surety (if more than one list each): \_\_\_\_\_

Principal Business Address of Surety: \_\_\_\_\_

Telephone Number of Surety: \_\_\_\_\_

Owner is The City of Tampa, Florida

Principal Business Address of Owner: \_\_\_\_\_ 306 E Jackson St, Tampa, FL 33602

\_\_\_\_\_ Contract Administration Department (280A4N)

Telephone Number of Owner: \_\_\_\_\_ 813/274-8456

Contract Number Assigned by City to contract which is the subject of this bond: \_\_\_\_\_

Legal Description or Address of Property Improved or Contract Number is: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

General Description of Work and Services: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS That we, \_\_\_\_\_

\_\_\_\_\_  
(Name of Contractor)

as Principal, hereinafter called CONTRACTOR, of the State of \_\_\_\_\_, and

\_\_\_\_\_  
(Name of Surety)

a corporation organized and existing under and by virtue of the laws of the State of \_\_\_\_\_, and regularly authorized to do business in the State of Florida, as SURETY, are held and firmly bound unto the City of Tampa, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter called Owner, in the penal sum of \_\_\_\_\_ Dollars and \_\_\_\_\_ Cents (\$\_\_\_\_\_), lawful money of the United States of America, for the payment whereof well and truly to be made, we bind ourselves, our heirs, executors, and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated \_\_\_\_\_, \_\_\_\_\_, 20\_\_\_\_, between Principal and Owner for construction of \_\_\_\_\_, the contract being made a part of this bond by reference, in the time and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1) (Section 713.01), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.
5. Contractor and Surety acknowledge that the Work for which this bond has been issued may be one of several such contract documents for a group of projects. This bond does not secure covenants to pay for or to perform design services survey or program management services. The Owner/Obligee is expected to reasonably account for damages that are caused to Owner with respect to Principal's (Contractor's) default in performance of the scope of the Work incorporated by reference into the bond, and notwithstanding any contractual or common law remedy permitted to Owner as against Contractor, the obligation of Surety for any damages under this bond shall be determined by the cost of completion of the Work less the contract balance unpaid upon default of Contractor for the Work plus liquidated damages at the rate of \$500.00 per day for delays by the Contractor and/or Surety in reaching substantial completion.
6. The notice requirements for claimants and conditions for entitlement to payment set forth in Section 255.05, Fla. Stat. and the limitations period to actions upon Section 255.05, Fla. Stat. bonds apply to claimants seeking payment from surety under this bond. Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05, Florida Statutes.
7. The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the contract documents or other Work to be performed hereunder, or the specifications referred to therein shall in any way affect its obligations under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to Work or to the specifications.

8. The above SURETY states that it has read all of the Contract Documents made by the CONTRACTOR with the CITY, hereto attached, and the terms and conditions of the contract and work, and is familiar therewith and in particular those portions of the Agreement concerning the guaranty of such CONTRACTOR for a period of one year following the date of the final acceptance of the completed work under the Contract by the CITY, all of which this BOND includes.

DATED ON \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
(Name of Principal)

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Principal Business Address)

\_\_\_\_\_  
(Surety Address)

By \_\_\_\_\_

By \_\_\_\_\_  
(As Attorney in Fact)\*

Title \_\_\_\_\_

\_\_\_\_\_  
Telephone Number of Surety

\_\_\_\_\_  
Telephone Number of Principal

Approved as to legal sufficiency:

**Countersignature:**

By \_\_\_\_\_ E/S  
\_\_\_\_\_  
Senior Assistant City Attorney

\_\_\_\_\_  
(Name of Local Agency)

\_\_\_\_\_  
(Address of Resident Agent)

By \_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_  
Telephone Number of Local Agency

\*(As Attorney in Fact) attach Power of Attorney and Current Certificate with Original Signature

# SPECIFICATIONS GENERAL PROVISIONS

## SECTION 1 SCOPE AND INTENT

### **G-1.01 DESCRIPTION**

The work to be done consists of the furnishing of all labor, materials and equipment, and the performance of all work included in this Contract.

### **G-1.02 WORK INCLUDED**

The Contractor shall furnish all labor, superintendence, materials, plant, power, light, heat, fuel, water, tools, appliances, equipment, supplies, and other means of construction necessary or proper for performing and completing the work. He shall obtain and pay for all required permits. He shall perform and complete the work in the manner best calculated to promote rapid construction consistent with safety of life and property and to the satisfaction of the Engineer, and in strict accordance with the Contract Documents. The Contractor shall clean up the work and maintain it during and after construction, until accepted, and shall do all work and pay all costs incidental thereto. He shall repair or restore all structures and property that may be damaged or disturbed during performance of the work.

The cost of incidental work described in these General Provisions, for which there are no specific Contract Items, shall be considered as part of the overhead cost of doing the work and shall be included in the prices for the various Contract Items. No additional payment will be made therefor.

The Contractor shall provide and maintain such modern plant, tools, and equipment as may be necessary, in the opinion of the Engineer, to perform in a satisfactory and acceptable manner all the work required by this Contract. Only equipment of established reputation and proven efficiency shall be used. The Contractor shall be solely responsible for the adequacy of his plant and equipment, prior approval of the Engineer notwithstanding.

### **G-1.03 PUBLIC UTILITY INSTALLATIONS AND STRUCTURES**

Public utility installations and structures shall be understood to include all poles, tracks, pipes, wires, conduits, house service connections, vaults, manholes, and all other appurtenances and facilities pertaining thereto whether owned or controlled by the City, other governmental bodies or privately owned by individuals, firms, or corporations, and used to serve the public with transportation, traffic control, gas, electricity, telephone, sewerage, drainage, water or other public or private property which may be affected by the work.

The Contract Documents contain data relative to existing public utility installations and structures above and below the ground surface. These data are not guaranteed as to their completeness or accuracy and it is the responsibility of the Contractor to make his own investigations to inform himself

fully of the character, condition and extent of all such installations and structures as may be encountered and as may affect the construction operations.

The Contractor shall protect all public utility installations and structures from damage during the work. Access across any buried public utility installation or structure shall be made only in such locations and by means approved by the Engineer. The Contractor shall so arrange his operations as to avoid any damage to these facilities. All required protective devices and construction shall be provided by the Contractor at his expense. All existing public utilities damaged by the Contractor which are shown on the Plans or have been located in the field by the utility shall be repaired by the Contractor, at his expense, as directed by the Engineer. No separate payment shall be made for such protection or repairs to public utility installations or structures.

Public utility installations or structures owned or controlled by the City or other governmental body which are shown on the Plans to be removed, relocated, replaced or rebuilt by the Contractor shall be considered as a part of the general cost of doing the work and shall be included in the prices bid for the various Contract Items. No separate payment shall be made therefor.

Where public utility installations or structures owned or controlled by the City or other governmental body are encountered during the course of the work, and are not indicated on the Plans or in the Specifications, and when, in the opinion of the Engineer, removal, relocation, replacement or rebuilding is necessary to complete the work under this Contract, such work shall be accomplished by the utility having jurisdiction or such work may be ordered, in writing by the Engineer, for the Contractor to accomplish. If such work is accomplished by the utility having jurisdiction it will be carried out expeditiously and the Contractor shall give full cooperation to permit the utility to complete the removal, relocation, replacement or rebuilding as required. If such work is accomplished by the Contractor, it will be paid for as extra work as provided for in Article 7.02 of the Agreement.

The Contractor shall, at all times in performance of the work, employ approved methods and exercise reasonable care and skill so as to avoid unnecessary delay, injury, damage or destruction of public utility installations and structures; and shall, at all times in the performance of the work, avoid unnecessary interference with, or interruption of, public utility services, and shall cooperate fully with the owners thereof to that end.

All City and other governmental utility departments and other owners of public utilities, which may be affected by the work, will be informed in writing by the Engineer within two weeks after the execution of the Contract or Contracts covering the work. Such notice will set out, in general, and direct attention to, the responsibilities of the City and other governmental



utility departments and other owners of public utilities for such installations and structures as may be affected by the work and will be accompanied by one set of Plans and Specifications covering the work under such Contract or Contracts.

In addition to the general notice given by the Engineer, the Contractor shall give written notice to all City and other governmental utility departments and other owners of public utilities of the location of his proposed construction operations, at least forty-eight (48) hours in advance of breaking ground in any area or on any unit of the work. This can be accomplished by making the appropriate contact with the "Underground Utility Notification Center for Excavators (Call Candy)".

The maintenance, repair, removal, relocation, or rebuilding of public utility installations and structures, when accomplished by the Contractor as herein provided, shall be done by methods approved by the Engineer.

## **SECTION 2 PLANS AND SPECIFICATIONS**

### **G-2.01 PLANS**

The Plans referred to in the Contract Documents bear the general project name and number as shown in the Notice To Bidders.

When obtaining data and information from the Plans, figures shall be used in preference to scaled dimensions, and large scale drawings in preference to small scale drawings.

### **G-2.02 COPIES FURNISHED TO CONTRACTOR**

After the Contract has been executed, the Contractor will be furnished with five sets of paper prints, the same size as the original drawings, of each sheet of the Plans and five copies of the Specifications. Additional copies of the Plans and Specifications, when requested, may be furnished to the Contractor at cost of reproduction.

The Contractor shall furnish each of the subcontractors, manufacturers, and material suppliers such copies of the Contract Documents as may be required for his work.

### **G-2.03 SUPPLEMENTARY DRAWINGS**

When, in the opinion of the Engineer, it becomes necessary to explain more fully the work to be done or to illustrate the work further or to show any changes which may be required, drawings known as Supplementary Drawings, with specifications pertaining thereto, will be prepared by the Engineer and five paper prints thereof will be given to the Contractor.

The Supplementary Drawings shall be binding upon the Contractor with the same force as the Plans. Where such Supplementary Drawings require either less or more than the estimated quantities of work, credit to the City or compensation therefor to the Contractor shall be subject to the terms of the Agreement.

### **G-2.04 CONTRACTOR TO CHECK PLANS AND DATA**

The Contractor shall verify all dimensions, quantities, and details shown on the Plans, Supplementary Drawings, Schedules, Specifications, or other data received from the Engineer, and shall notify him of all errors, omissions, conflicts, and discrepancies found therein. Failure to discover or correct errors, conflicts or discrepancies shall not relieve the Contractor of full responsibility for unsatisfactory work, faulty construction or improper operation resulting therefrom nor from rectifying such conditions at his own expense. He will not be allowed to take advantage of any errors or omissions as full instructions will be furnished by the Engineer, should such errors or omissions be discovered. All schedules are given for the convenience of the Engineer and the Contractor and are not guaranteed to be complete. The Contractor shall assume all responsibility for the making of estimates of the size, kind, and quality of materials and equipment included in work to be done under the Contract.

### **G-2.05 SPECIFICATIONS**

The specifications consist of four parts, the General Provisions, the Technical Specifications, the Special Provisions and the Contract Items. The General Provisions and Technical Specifications contain general requirements which govern the work. The Special Provisions and the Contract Items modify and supplement these by detailed requirements for the work and shall always govern, whenever there appears to be conflict.

### **G-2.06 INTENT**

All work called for in the Specifications applicable to this Contract, but not shown on the Plans in their present form, or vice versa, shall be of like effect as if shown or mentioned in both. Work not specified in either the Plans or in the Specifications, but involved in carrying out their intent or in the complete and proper execution of the work, is required and shall be performed by the Contractor as though it were specifically delineated or described.

The apparent silence of the Specifications as to any detail, or the apparent omission from them of a detailed description concerning any work to be done and materials to be furnished, shall be regarded as meaning that only the best general practice is to prevail and that only material and workmanship of the best quality is to be used, and interpretation of these Specifications shall be made upon that basis.

## **SECTION 3 WORKING DRAWINGS**

### **G-3.01 SCOPE**

The Contractor shall promptly prepare and submit layout, detail and shop drawings to insure proper construction, assembly, and installation of the work using those materials and methods as hereafter specified under the Technical Specifications, Special Provisions and Contract Items.

These drawings shall accurately and distinctly present the following:

- a. All working and erection dimensions.
- b. Arrangements and sectional views.
- c. Necessary details, including complete information for making connections between work under this Contract and work under other Contracts.
- d. Kinds of materials and finishes.
- e. Parts listed and description thereof.

Drawings for mechanical equipment shall present, where applicable, such data as dimensions, weight and performance characteristics. These data shall show conformance with the performance characteristics and other criteria incorporated in the Plans and Specifications.

Each drawing shall be dated and shall contain the name of the project, Division number and description, the technical specifications section number, names of equipment or materials and the location at which the equipment or materials are to be installed. Location shall mean both physical location and location relative to other connected or attached material. The Engineer will return unchecked any submittal which does not contain complete data on the work and full information on related matters.

Stock or standard drawings will not be accepted for review unless full identification and supplementary information is shown thereon in ink or typewritten form.

The Contractor shall review all working drawing submittals before transmitting them to the Engineer to determine that they comply with requirements of the Specifications. Drawings which are incomplete or are not in compliance with the Contract Documents shall not be submitted for processing by the Engineer. The Contractor shall place his stamp of approval on all working drawings submitted to the Engineer to indicate compliance with the above.

#### **G-3.02 APPROVAL**

If the working drawings show departures from the Contract requirements, the Contractor shall make specific mention thereof in his letter of submittal; otherwise approval of such submittals shall not constitute approval of the departure. Approval of the drawings shall constitute approval of the subject matter thereof only and not of any structure, material, equipment, or apparatus shown or indicated.

The approval of drawings will be general and shall not relieve the Contractor of responsibility for the accuracy of such drawings, nor for the proper fitting and construction of the work, nor for the furnishing of materials or work required by the Contract and not indicated on the drawings. No work called for by working drawings shall be done until such drawings have been approved by the Engineer.

The procedure in seeking approval of the working drawings shall be as follows:

1. The Contractor shall submit four complete sets of drawings

and other descriptive data together with one copy of a letter of transmittal to the Engineer for approval. The letter of transmittal shall contain the name of the project, contract number, technical specifications section number, the name of the Contractor, a list of drawings with numbers and titles, and any other pertinent information.

2. Drawings or descriptive data will be stamped "Approved", "Approved Subject to Corrections Marked", or "Examined and Returned for Correction" and one copy with a letter of transmittal will be returned to the Contractor.

3. If a drawing or other data is stamped "Approved", the Contractor shall insert the date of approval on five additional copies of the document and transmit the five copies to the Engineer together with one copy of a letter of transmittal containing substantially the same information as described in Instruction 1. above.

4. If a drawing or other data is stamped "Approved Subject to Corrections Marked", the Contractor shall make the corrections indicated and proceed as in Instruction 3., above.

5. If a drawing or data is stamped "Examined and Returned for Correction", the Contractor shall make the necessary corrections and resubmit the documents as set forth in Instruction 1., above. The letter of transmittal shall indicate that this is a resubmittal.

The Contractor shall revise and resubmit the working drawings as required by the Engineer, until approval thereof is obtained.

## **SECTION 4 MATERIALS AND EQUIPMENT**

### **G-4.01 GENERAL REQUIREMENTS**

All materials, appliances, and types or methods of construction shall be in accordance with the Specifications and shall, in no event, be less than that necessary to conform to the requirements of any applicable laws, ordinances, and codes.

All materials and equipment shall be new, unused, and correctly designed. They shall be of standard first grade quality, produced by expert personnel, and intended for the use for which they are offered. Materials or equipment which, in the opinion of the Engineer, are inferior or of a lower grade than indicated, specified, or required will not be accepted.

The quality of Workmanship and Materials entering into the work under this Contract shall conform to the requirements of the pertinent sections, clauses, paragraphs, and sentences, both directly and indirectly applicable thereto, of that part of the Technical Specifications, whether or not direct reference to such occurs in the Contract Items.

Equipment and appurtenances shall be designed in conformity with ANSI, ASME, IEEE, NEMA and other

generally accepted standards and shall be of rugged construction and of sufficient strength to withstand all stresses which may occur during fabrication, testing, transportation, installation, and all conditions of operation. All bearings and moving parts shall be adequately protected against wear by bushings or other approved means and shall be fully lubricated by readily accessible devices. Details shall be designed for appearance as well as utility. Protruding members, joints, corners, gear covers, and the like, shall be finished in appearance. All exposed welds shall be ground smooth and the corners of structural shapes shall be mitered.

Equipment shall be of the approximate dimensions as indicated on the Plans or as specified, shall fit the spaces shown on the Plans with adequate clearances, and shall be capable of being handled through openings provided in the structure for this purpose. The equipment shall be of such design that piping and electrical connections, ductwork, and auxiliary equipment can be assembled and installed without causing major revisions to the location or arrangement of any of the facilities.

Machinery parts shall conform exactly to the dimensions shown on the working drawings. There shall be no more fitting or adjusting in setting up a machine than is necessary in assembling high grade apparatus of standard design. The equivalent parts of identical machines shall be made interchangeable. All grease lubricating fittings on equipment shall be of a uniform type. All machinery and equipment shall be safeguarded in accordance with the safety codes of the ANSI and applicable state and local codes.

#### **G-4.02 MANUFACTURER**

The names of proposed manufacturers, suppliers, material, and dealers who are to furnish materials, fixtures, equipment, appliances or other fittings shall be submitted to the Engineer for approval, as early as possible, to afford proper investigation and checking. Such approval must be obtained before shop drawings will be checked. No manufacturer will be approved for any materials to be furnished under this Contract unless he shall be of good reputation and have a plant of ample capacity. He shall, upon the request of the Engineer, be required to submit evidence that he has manufactured a similar product to the one specified and that it has been previously used for a like purpose for a sufficient length of time to demonstrate its satisfactory performance.

All transactions with the manufacturers or subcontractors shall be through the Contractor, unless the Contractor shall request, in writing to the Engineer, that the manufacturer or subcontractor deal directly with the Engineer. Any such transactions shall not in any way release the Contractor from his full responsibility under this Contract.

Any two or more pieces of material or equipment of the same kind, type or classification, and being used for identical types of service, shall be made by the same manufacturer.

#### **G-4.03 REFERENCE TO STANDARDS**

Whenever reference is made to the furnishing of materials or

testing thereof to conform to the standards of any technical society, organization or body, it shall be construed to mean the latest standard, code, specification or tentative specification adopted and published at the date of advertisement for proposals, even though reference has been made to an earlier standard, and such standards are made a part hereof to the extent which is indicated or intended.

Reference to a technical society, organization or body may be made in the Specifications by abbreviations, in accordance with the following list:

AASHTO for American Association of State Highway and Transportation Officials (formerly AASHO)  
ACI for American Concrete Institute  
AGMA for American Gear Manufacturer's Association  
AFBMA for Anti-Friction Bearing Manufacturer's Association  
AISC for American Institute of Steel Construction  
AISI for American Iron and Steel Institute  
ANSI for American National Standards Institute  
ASCE for American Society of Civil Engineers  
ASTM for American Society for Testing and Materials  
ASME for American Society of Mechanical Engineers  
AWS for American Welding Society  
AWWA for American Water Works Association  
AWPA for American Wood Preservers Association  
CEMA for Conveyor Equipment Manufacturers Association  
CIPRA for Cast Iron Pipe Research Association  
IEEE for Institute of Electrical and Electronic Engineers  
IPCEA for Insulated Power Cable Engineers Association  
NEC for National Electrical Code  
NEMA for National Electrical Manufacturers Association  
SAE for Society of Automotive Engineers  
SHBI for Steel Heating Boiler Institute  
Fed.Spec. for Federal Specifications  
Navy Spec. for Navy Department Specifications  
U.L.,Inc. for Underwriters' Laboratories, Inc.

When no reference is made to a code, standard or specification, the Standard Specifications of the ANSI, the ASME, the ASTM, the IEEE, or the NEMA shall govern.

#### **G-4.04 SAMPLES**

The Contractor shall, when required, submit to the Engineer for approval typical samples of materials and equipment. The samples shall be properly identified by tags and shall be submitted sufficiently in advance of the time when they are to be incorporated into the work, so that rejections thereof will not cause delay. A letter of transmittal, in duplicate, from the Contractor requesting approval must accompany all such samples.

#### **G-4.05 EQUIVALENT QUALITY**

Whenever, in the Contract Documents, an article, material, apparatus, equipment, or process is called for by trade name or by the name of a patentee, manufacturer, or dealer or by reference to catalogs of a manufacturer or dealer, it shall be understood as intending to mean and specify the article, material, apparatus, equipment or process designated, or any

equal thereto in quality, finish, design, efficiency, and durability and equally serviceable for the purposes for which it is intended.

Whenever material or equipment is submitted for approval as being equal to that specified, the decision as to whether or not such material or equipment is equal to that specified shall be made by the Engineer.

Upon rejection of any material or equipment submitted as the equivalent of that specifically named in the Contract, the Contractor shall immediately proceed to furnish the designated material or equipment.

Neither the approval by the Engineer of alternate material or equipment as being equivalent to that specified nor the furnishing of the material or equipment specified, shall in any way relieve the Contractor of responsibility for failure of the material or equipment, due to faulty design, material, or workmanship, to perform the functions required of them by the Specifications.

#### **G-4.06 DELIVERY**

The Contractor shall deliver materials in ample quantities to insure the most speedy and uninterrupted progress of the work so as to complete the work within the allotted time. The Contractor shall also coordinate deliveries in order to avoid a delay in, or impediment of, the progress of the work of any related Contractor.

#### **G-4.07 CARE AND PROTECTION**

The Contractor shall be solely responsible for properly storing and protecting all materials, equipment, and work furnished under the Contract from the time such materials and equipment are delivered at the site of the work until final acceptance thereof. He shall, at all times, take necessary precautions to prevent injury or damage by water, freezing, or by inclemencies of the weather to such materials, equipment and work. All injury or damage to materials, equipment, or work resulting from any cause whatsoever shall be made good by the Contractor.

The Engineer shall, in all cases, determine the portion of the site to be used by the Contractor for storage, plant or for other purposes. If, however, it becomes necessary to remove and restack materials to avoid impeding the progress of any part of the work or interference with the work to be done by any other Contractor, the Contractor shall remove and restack such materials at his own expense.

#### **G-4.08 TOOLS AND ACCESSORIES**

The Contractor shall, unless otherwise stated in the Contract Documents, furnish with each type, kind or size of equipment, one complete set of suitably marked high grade special tools and appliances which may be needed to adjust, operate, maintain, or repair the equipment. Such tools and appliances shall be furnished in approved painted steel cases, properly labeled and equipped with good grade cylinder locks and duplicate keys.

Spare parts shall be furnished as specified.

Each piece of equipment shall be provided with a substantial nameplate, securely fastened in place and clearly inscribed with the manufacturer's name, year of manufacture, serial number, weight and principal rating data.

#### **G-4.09 INSTALLATION OF EQUIPMENT**

The Contractor shall have on hand sufficient proper equipment and machinery of ample capacity to facilitate the work and to handle all emergencies normally encountered in work of this character.

Equipment shall be erected in a neat and workmanlike manner on the foundations at the locations and elevations shown on the Plans, unless directed otherwise by the Engineer during installation. All equipment shall be correctly aligned, leveled and adjusted for satisfactory operation and shall be installed so that proper and necessary connections can be made readily between the various units.

The Contractor shall furnish, install and protect all necessary anchor and attachment bolts and all other appurtenances needed for the installation of the devices included in the equipment specified. Anchor bolts shall be as approved by the Engineer and made of ample size and strength for the purpose intended. Substantial templates and working drawings for installation shall be furnished.

The Contractor shall, at his own expense, furnish all materials and labor for, and shall properly bed in non-shrink grout, each piece of equipment on its supporting base that rests on masonry foundations. Grout shall completely fill the space between the equipment base and the foundation.

#### **G-4.10 OPERATING INSTRUCTIONS**

The Contractor, through qualified individuals, shall adequately instruct designated employees of the City in the operation and care of all equipment installed hereunder, except for equipment that may be furnished by the City.

The Contractor shall also furnish and deliver to the Engineer three complete sets for permanent files, identified in accordance with Subsection G-3.01 hereof, of instructions, technical bulletins and any other printed matter, such as diagrams, prints or drawings, containing full information required for the proper operation, maintenance, and repair, of the equipment installed and the ordering of spare parts, except for equipment that may be furnished by the City.

In addition to the above three copies, the Contractor shall furnish any additional copies that may be required for use during construction and start-up operations.

#### **G-4.11 SERVICE OF MANUFACTURER'S ENGINEER**

The Contract prices for equipment shall include the cost of furnishing a competent and experienced engineer or superintendent who shall represent the manufacturer and shall assist the Contractor, when required, to install, adjust, test and place in operation the equipment in conformity with the Contract Documents. After the equipment is placed in

permanent operation by the City, such engineer or superintendent shall make all adjustments and tests required by the Engineer to provide that such equipment is in proper and satisfactory operating condition, and shall instruct such personnel as may be designated by the City in the proper operation and maintenance of such equipment.

## **SECTION 5 INSPECTION AND TESTING**

### **G-5.01 GENERAL**

The Contractor's attention is hereby directed to Article 3.03 of the Agreement.

Inspection and testing of materials will be performed by the Contractor unless otherwise specified.

For tests specified to be made by the Contractor, the testing personnel shall make the necessary inspections and tests and the reports thereof shall be in such form as will facilitate checking to determine compliance with the Contract Documents. Five copies of the reports shall be submitted and authoritative certification thereof must be furnished to the Engineer as a prerequisite for the acceptance of any material or equipment.

If, in the making of any test of any material or equipment, it is ascertained by the Engineer that the material or equipment does not comply with the Contract, the Contractor will be notified thereof and he will be directed to refrain from delivering said material and equipment, or to remove it promptly from the site or from the work and replace it with acceptable material, without cost to the City.

Tests of electrical and mechanical equipment and appliances shall be conducted in accordance with recognized test codes of the ANSI, ASME, or the IEEE, except as may otherwise be stated herein.

The Contractor shall be fully responsible for the proper operation of equipment during tests and instruction periods and shall neither have nor make any claim for damage which may occur to equipment prior to the time when the City formally takes over the operation thereof.

### **G-5.02 COSTS**

All inspection and testing of materials furnished under this Contract will be performed by the Contractor or duly authorized inspection engineers or inspection bureaus without cost to the City, unless otherwise expressly specified.

The cost of shop and field tests of equipment and of certain other tests specifically called for in the Contract Documents shall be borne by the Contractor and such costs shall be deemed to be included in the contract price.

Materials and equipment submitted by the Contractor as the equivalent to those specifically named in the Contract may be tested by the City for compliance. The Contractor shall reimburse the City for the expenditures incurred in making

such tests on materials and equipment which are rejected for noncompliance.

### **G-5.03 INSPECTIONS OF MATERIALS**

The Contractor shall give notice, in writing to the Engineer, sufficiently in advance of his intention to commence the manufacture or preparation of materials especially manufactured or prepared for use in or as part of the permanent construction. Such notice shall contain a request for inspection, the date of commencement and the expected date of completion of the manufacture or preparation of materials. Upon receipt of such notice the Engineer will arrange to have a representative present at such times during the manufacture as may be necessary to inspect the materials or he will notify the Contractor that inspection will be made at a point other than the point of manufacture, or he will notify the Contractor that inspection will be waived. The Contractor must comply with these provisions before shipping any material. Such inspection shall not release the Contractor from the responsibility for furnishing materials meeting the requirements of the Contract Documents.

### **G-5.04 CERTIFICATE OF MANUFACTURE**

When inspection is waived or when the Engineer so requires, the Contractor shall furnish to him authoritative evidence in the form of Certificates of Manufacture that the materials to be used in the work have been manufactured and tested in conformity with the Contract Documents. These certificates shall be notarized and shall include copies of the results of physical tests and chemical analyses, where necessary, that have been made directly on the product or on similar products of the manufacturer.

### **G-5.05 SHOP TESTS OF OPERATING EQUIPMENT**

Each piece of equipment for which pressure, duty, capacity, rating, efficiency, performance, function, or special requirements are specified shall be tested in the shop of the maker in a manner which shall conclusively prove that its characteristics comply fully with the requirements of the Contract Documents. No such equipment shall be shipped to the work until the Engineer notifies the Contractor, in writing, that the results of such tests are acceptable.

Five copies of the manufacturer's actual test data and interpreted results thereof, accompanied by a certificate of authenticity sworn to by a responsible official of the manufacturing company, shall be forwarded to the Engineer for approval.

The cost of the shop tests and of furnishing manufacturer's preliminary and shop test data of operating equipment shall be borne by the Contractor.

### **G-5.06 PRELIMINARY FIELD TESTS**

As soon as conditions permit, the Contractor shall furnish all labor, materials, and instruments and shall make preliminary field tests of equipment. If the preliminary field tests disclose any equipment furnished under this Contract which does not comply with the requirements of the Contract Documents, the Contractor shall, prior to the acceptance tests, make all changes, adjustments, and replacements required.

## TEMPORARY STRUCTURES

### G-5.07 FINAL FIELD TESTS

Upon completion of the work and prior to final payment, all equipment and appliances installed under this Contract shall be subjected to acceptance tests as specified or required to prove compliance with the Contract Documents.

The Contractor shall furnish labor, fuel, energy, water and all other materials, equipment, and instruments necessary for all acceptance tests, at no additional cost to the City.

### G-5.08 FAILURE OF TESTS

Any defects in the materials and equipment or their failure to meet the tests, guarantees or requirements of the Contract Documents shall be promptly corrected by the Contractor by replacements or otherwise. The decision of the Engineer as to whether or not the Contractor has fulfilled his obligations under the Contract shall be final and conclusive. If the Contractor fails to make those corrections or if the improved materials and equipment, when tested, shall again fail to meet the guarantees or specified requirements, the City, notwithstanding its partial payment for work, and materials and equipment, may reject the materials and equipment and may order the Contractor to remove them from the site at his own expense.

In case the City rejects any materials and equipment, then the Contractor shall replace the rejected materials and equipment within a reasonable time. If he fails to do so, the City may, after the expiration of a period of thirty calendar days after giving him notice in writing, proceed to replace such rejected materials and equipment, and the cost thereof shall be deducted from any compensation due or which may become due the Contractor under this Contract.

The City agrees to obtain other equipment within a reasonable time and the Contractor agrees that the City may use the equipment furnished by him without rental or other charges until the new equipment is obtained.

Materials or work in place that fails to pass acceptability tests shall be retested at the direction of the construction engineer all such retests shall be at the Contractor's expense. The rates charged shall be in accordance with the Department of Public Works current annual inspection contract which is available for inspection at the offices of the Department of Public Works.

### G-5.09 FINAL INSPECTION

The procedures for final inspection shall be in accordance with the provisions of Article 4.07 of the Agreement. During such final inspections, the work shall be clean and free from water. In no case will the final estimate be prepared until the Contractor has complied with all the requirements set forth and the Engineer has made his final inspection of the entire work and is satisfied that the entire work is properly and satisfactorily constructed in accordance with the requirements of the Contract Documents.

## SECTION 6

### G-6.01 GENERAL

All false work, scaffolding, ladders, hoistways, braces, pumping plants, shields, trestles, roadways, sheeting, centering forms, barricades, drains, flumes, and the like, any of which may be needed in the construction of any part of the work and which are not herein described or specified in detail, must be furnished, maintained and removed by the Contractor, and he shall be responsible for the safety and efficiency of such works and for any damages that may result from their failure or from their improper construction, maintenance, or operation.

### G-6.02 PUBLIC ACCESS

At all points in the work where public access to any building, house, place of business, public road, or sidewalk would be obstructed by any action of the Contractor in executing the work required by this Contract, the Contractor shall provide such temporary structure, bridges or roadway as may be necessary to maintain public access at all times. At least one lane for vehicular traffic shall be maintained in streets in which the Contractor is working. Street closure permits are required from the Department of Public Works.

The Contractor shall provide suitable temporary bridges, as directed by the Engineer, at street intersections when necessary for the maintenance of vehicular and pedestrian traffic.

Prior to temporarily cutting of access to driveways and garages, the Contractor shall give twelve (12) hours notice to affected property owners. Interruptions to use of private driveways shall be kept to a minimum.

### G-6.03 CONTRACTOR'S FIELD OFFICE

The Contractor shall erect, furnish and maintain a field office with a telephone at the site during the entire period of construction. He or an authorized agent shall be present at this office at all times while his work is in progress. Readily accessible copies of both the Contract Documents and the latest approved working drawings shall be kept at this field office.

### G-6.04 TEMPORARY FENCE

If, during the course of the work, it is necessary to remove or disturb any fence or part thereof, the Contractor shall, at his own expense, if so ordered by the Engineer, provide a suitable temporary fence which shall be maintained until the permanent fence is replaced. The Engineer shall be solely responsible for the determination of the necessity for providing a temporary fence and the type of temporary fence to be used.

### G-6.05 RESPONSIBILITY FOR TEMPORARY STRUCTURES

In accepting the Contract, the Contractor assumes full responsibility for the sufficiency and safety of all temporary structures or work and for any damage which may result from their failure or their improper construction, maintenance, or operation and will indemnify and save harmless the City from

all claims, suits or actions and damages or costs of every description arising by reason of failure to comply with the above provisions.

## **SECTION 7 TEMPORARY SERVICES**

### **G-7.01 WATER**

The Contractor shall provide the necessary water supply at his own expense. He shall, if necessary, provide and lay necessary waterlines from existing mains to the place of using, shall secure all necessary permits and pay for all taps to water mains or hydrants and for all water used at the established rates.

### **G-7.02 LIGHT AND POWER**

The Contractor shall provide, at his own expense, temporary lighting and power facilities required for the proper prosecution and inspection of the work. If, in the opinion of the Engineer, these facilities are inadequate, the Contractor will not be permitted to proceed with any portion of the work affected thereby.

### **G-7.03 SANITARY REGULATIONS**

The Contractor shall prohibit and prevent the committing of nuisances on the site of the work or on adjoining property and shall discharge any employee who violates this rule.

Ample washrooms and toilet facilities and a drinking water supply shall be furnished and maintained in strict conformity with the law by the Contractor for use by his employees.

### **G-7.04 ACCIDENT PREVENTION**

Precautions shall be exercised at all times for the protection of persons and property. The safety provisions of applicable laws, building and construction codes shall be observed. The Contractor shall comply with the U. S. Department of Labor Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (PL 91-596), and under Section 107 of the Contract Work. Hours and Safety Standards Act (PL 91-54), except where state and local safety standards exceed the federal requirements and except where state safety standards have been approved by the Secretary of Labor in accordance with provisions of the Occupational Safety and Health Act.

### **G-7.05 FIRST AID**

The Contractor shall keep upon the site, at each location where work is in progress, a completely equipped first aid kit and shall provide ready access thereto at all times when men are employed on the work.

### **G-7.06 HEATING**

The Contractor shall provide temporary heat, at his own expense, whenever required on account of work being carried on during cold weather and to prevent freezing of water pipes and other damage to the work.

## **SECTION 8**

## **LINES AND GRADES**

### **G-8.01 GENERAL**

All work done under this Contract shall be constructed in accordance with the lines and grades shown on the Plans, or as given by the Engineer. The full responsibility for keeping alignment and grade shall rest upon the Contractor.

The Engineer will establish bench marks and base line controlling points. Reference remarks for lines and grades as the work progresses will be located to cause as little inconvenience to the prosecution of the work as possible. The Contractor shall so place excavation and other materials as to cause no inconvenience in the use of the use of the reference marks provided. He shall remove any obstructions placed by him contrary to this provision.

### **G-8.02 SURVEYS**

The Contractor shall furnish and maintain, at his own expense, stakes and other such materials, and give such assistance, including qualified helpers, as may be required by the Engineer for setting reference marks. The Contractor shall check such reference marks by such means as he may deem necessary and, before using them, shall call the Engineer's attention to any inaccuracies. The Contractor shall, at his own expense, establish all working or construction lines and grades as required from the reference marks set by the Engineer, and shall be solely responsible for the accuracy thereof. He shall, however, be subject to the check and review of the Engineer.

The Contractor shall keep the Engineer informed a reasonable time in advance as to his need for line and grade reference marks, in order that they may be furnished and all necessary measurements made for record and payment with the minimum of inconvenience to the Engineer or of delay to the Contractor.

It is the intention not to delay the work for the establishment of reference marks but, when necessary, working operations shall be suspended for such reasonable time as the Engineer may require for this purpose.

### **G-8.03 SAFEGUARDING MARKS**

The Contractor shall safeguard all points, stakes, grade marks, monuments and bench marks made or established on the work, bear the cost of reestablishing them if disturbed, and bear the entire expense of rectifying work improperly installed due to not maintaining or protecting or to removing without authorization such established points, stakes and marks.

The Contractor shall safeguard all existing and known property corners, monuments and marks adjacent to but not related to the work and, if required, shall bear the cost of reestablishing them if disturbed or destroyed.

### **G-8.04 DATUM PLANE**

All elevations indicated or specified refer to the Mean Sea Level Datum of the U.S.C. & G.S. (N.O.S.) which is 0.80 feet above the Mean Low Water Datum of the U. S. Army

Corps of Engineers.

## **SECTION 9 ADJACENT STRUCTURES AND LANDSCAPING**

### **G-9.01 RESPONSIBILITY**

The responsibility for removal, replacement, relocation, repair, rebuilding or protection of all public utility installations, including poles, tracks, pipes, wires, conduits, house service connections, vaults, manholes, sewers, traffic control and fire alarm signal circuit installations and other appurtenances and facilities shall be in accordance with G-1.02 and G-1.03.

The Contractor shall also be entirely responsible and liable for all damage or injury as a result of his operations to all other adjacent public and private property, structures of any kind and appurtenances thereto met with during the progress of the work. The cost of protection, replacement in their original locations and conditions or payment of damages for injuries to such adjacent public and private property and structures affected by the work, whether or not shown on the Plans, and the removal, relocation, and reconstruction of such items called for on the Plans or specified shall be included in the various Contract Items and no separate payment will be made therefor. Where such public and private property, structures of any kind and appurtenances thereto are not shown on the Plans and when, in the opinion of the Engineer, removal or relocation and reconstruction is necessary to avoid interference with the work, payment therefor will be made as provided for extra work in Article 7.02 of the Agreement.

### **G-9.02 PROTECTION OF TREES**

All trees and shrubs shall be adequately protected by the Contractor with boxes or otherwise and, within the City of Tampa, in accordance with ordinances governing the protection of trees. No excavated materials shall be placed so as to injure such trees or shrubs. Trees or shrubs destroyed by negligence of the Contractor or his employees shall be replaced by him with new stock of similar size and age, at the proper season, and at the sole expense of the Contractor.

Beneath trees or other surface structures, where possible, pipelines may be built in short tunnels, backfilled with excavated materials, except as otherwise specified, or the trees or structures carefully supported and protected from damage.

The City may order the Contractor, for the convenience of the City, to remove trees along the line of trench excavation. If so ordered, the City will obtain any permits required for removal of trees. Such tree removal ordered shall be paid for under the appropriate Contract Items.

### **G-9.03 LAWN AREAS**

Lawn areas shall be left in as good condition as before the starting of the work. Where sod is to be removed, it shall be carefully removed and later replaced, or the area where sod has been removed shall be restored with new sod in the

manner described in the Technical Specifications section.

### **G-9.04 RESTORATION OF FENCES**

Any fence, or part thereof, that is damaged or removed during the course of the work shall be replaced or repaired by the Contractor and shall be left in as good a condition as before the starting of the work. The manner in which the fence is repaired or replaced and the materials used in such work shall be subject to the approval of the Engineer. The cost of all labor, materials, equipment, and work for the replacement or repair of any fence shall be deemed included in the appropriate Contract Item or Items, or if no specific Item is provided therefor, as part of the overhead cost of the work, and no additional payment will be made therefor.

## **SECTION 10 PROTECTION OF WORK AND PUBLIC**

### **G-10.01 TRAFFIC REGULATIONS**

The Contractor shall arrange his work to comply with Article G-6.02. The work shall be done with the least possible inconvenience to the public and to that end the work may be confined by the Engineer to one block at a time.

### **G-10.02 BARRIERS AND LIGHTS**

During the prosecution of the work, the Contractor shall put up and maintain at all times such barriers, and lights, as will effectually prevent accidents. The Contractor shall provide suitable barricades, red lights, "danger" or "caution" or "street closed" signs and watchmen at all places where the work causes obstructions to the normal traffic or constitutes in any way a hazard to the public. Such barriers and signs shall be constructed to State of Florida Department of Transportation standards and placed as recommended by the Traffic Division of the City's Department of Public Works.

No open fires will be permitted.

### **G-10.03 SMOKE PREVENTIONS**

The Contractor shall use hard coal, coke, oil or gas as fuel for equipment generating steam. A strict compliance with ordinances regulating the production and emission of smoke will be required.

### **G-10.04 NOISE**

The Contractor shall eliminate noise to as great an extent as practicable at all times. Air compressing plants shall be equipped with silencers and the exhaust of all gasoline motors or other power equipment shall be provided with mufflers. In the vicinity of hospitals and schools, special care shall be used to avoid noise or other nuisances. The Contractor shall strictly observe all local regulations and ordinances covering noise control.

Except in the event of an emergency, no work shall be done between the hours of 7:00 p.m. and 7:00 a.m., or on Sundays. If the proper and efficient prosecution of the work requires operations during the night, the written permission of the Engineer shall be obtained before starting such items of the work.



**SECTION 13  
CLEANING**

**G-10.05 ACCESS TO PUBLIC SERVICES**

Neither the materials excavated nor the materials or plant used in the construction of the work shall be so placed as to prevent free access to all fire hydrants, valves or manholes.

**G-10.06 DUST PREVENTION**

The Contractor shall prevent dust nuisance from his operations or from traffic by keeping the streets sprinkled with water at all times.

**G-10.07 PRIVATE PROPERTY**

The Contractor shall so conduct the work that no equipment, material, or debris will be placed or allowed to fall upon private property in the vicinity of the work unless he shall have obtained the owner's written consent thereto and shall have shown this consent to the Engineer.

**SECTION 11  
SLEEVES AND INSERTS**

**G-11.01 COORDINATION**

When the Contract requires the placing of conduits, saddles, boxes, cabinets, sleeves, inserts, foundation bolts, anchors, and other like work in floors, roofs, or walls of buildings and structures, they shall be promptly installed in conformity with the construction program. The Contractor who erects the floors, roofs, and walls shall facilitate such work by fully cooperating with the Contractors responsible for installing such appurtenances. The Contractor responsible for installing such appurtenances shall arrange the work in strict conformity with the construction schedule and avoid interference with the work of other contractors.

**G-11.02 OPENINGS TO BE PROVIDED**

In the event timely delivery of sleeves and other materials cannot be made and to avoid delay, the affected Contractor may arrange to have boxes or other forms set at the locations where the appurtenances are to pass through or into the floors, roofs, walls, or other work. Upon the subsequent installation of these appurtenances, the Contractor erecting the structure shall fill around them with materials as required by the Contract. The necessary expenditures incurred for the boxing out and filling in shall be borne by the Contractor or Contractors required to furnish the sleeves and inserts. Formed openings and later installation of sleeves will not be permitted at locations subject to hydrostatic pressure.

**SECTION 12  
CUTTING AND PATCHING**

**G-12.01 GENERAL**

The Contractor shall do all cutting, fitting, or patching of his portion of the work that may be required to make the several parts thereof join and coordinate in a manner satisfactory to the Engineer and in accordance with the Plans and Specifications. The work must be done by competent workmen skilled in the trade required by the restoration.

**G-13.01 DURING CONSTRUCTION**

During construction of the work, the Contractor shall, at all times, keep the site of the work and adjacent premises as free from material, debris, and rubbish as is practicable and shall remove the same from any portion of the site if, in the opinion of the Engineer, such material, debris, or rubbish constitutes a nuisance or is objectionable.

The Contractor shall remove from the site all of his surplus materials and temporary structures when no further need therefor develops.

**G-13.02 FINAL CLEANING**

At the conclusion of the work, all erection plant, tools, temporary structures and materials belonging to the Contractor shall be promptly taken away, and he shall remove and promptly dispose of all water, dirt, rubbish or any other foreign substances.

The Contractor shall thoroughly clean all equipment and materials installed by him and shall deliver such materials and equipment undamaged in a bright, clean, polished, and new appearing condition.

**SECTION 14  
MISCELLANEOUS**

**G-14.01 PROTECTION AGAINST SILTATION AND BANK EROSION**

The Contractor shall arrange his operations to minimize siltation and bank erosion on construction sites and on existing or proposed watercourses and drainage ditches.

**G-14.02 EXISTING FACILITIES**

The work shall be so conducted to maintain existing facilities in operation insofar as is possible. Work shall be scheduled to minimize bypassing during construction. Requirements and schedules of operations for maintaining existing facilities in service during construction shall be as described in the Special Provisions.

**G-14.03 USE OF CHEMICALS**

All chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfectant, polymer, reactant or of other classification, must show approval of either EPA or USDA. Use of all such chemicals and disposal of residues shall be in strict conformance with instructions.

\*\*\*\*\*

## CONTRACT ITEMS

### CONTRACT ITEM 101 - MOBILIZATION

The Contractor shall furnish all equipment, labor, and materials necessary to mobilize his forces as necessary to perform all the work under this Contract.

Work under this section includes bonding and insurance; transportation, and otherwise movement of all personnel, equipment, supplies, materials and incidentals to the project site; establishment of temporary offices, buildings, safety equipment and first aid supplies, sanitary and other facilities; and all other preconstruction expense necessary for the start of the work, excluding the cost of construction materials, to be constructed under this Contract as shown on the Plans and directed by the Engineer.

Payment for Mobilization will be made at the appropriate Contract Lump Sum Price.

### CONTRACT ITEM 102 - MAINTENANCE OF TRAFFIC

The Contractor shall furnish all materials, equipment, and labor to establish and maintain all traffic maintenance devices and personnel as shown on the Plans, specified, and directed by the Engineer.

The work includes installation of all signs, barricades, lights and flagmen, additional earth excavation, selected fill, temporary wearing surface, temporary bridges, and all appurtenant work complete in place as necessary to control traffic and provide for safety to the public, all in compliance with the Manual on Uniform Traffic Control Devices, "MUTCD," with subsequent revisions and additions, and to the satisfaction of the Engineer.

Payment for Maintenance of Traffic will be made at the appropriate Contract Lump Sum Price.

### CONTRACT ITEM 104 - STAKED SILT BARRIER

The Contractor shall furnish all labor, equipment, and materials to install a staked silt barrier as shown on the Plans and directed by the Engineer.

The work includes all filling, shaping, grading, stakes, barrier materials, and all appurtenant work, complete in place.

Payment for Staked Silt Barrier shall be made at the appropriate Contract Item Unit Price per foot of staked silt barrier installed.

## CONTRACT ITEM 425 SERIES - STORMWATER INLETS, MANHOLES, AND JUNCTION BOXES

The Contractor shall furnish all materials and equipment, test, construct, install, reconstruct, and maintain the stormwater inlets, stormwater manholes and stormwater junction boxes as shown on the Plans, specified, and directed by the Engineer.

Stormwater inlets, manholes, and junction boxes shall conform to the requirements of the Workmanship and Materials section headed "Stormwater Inlets, Manholes and Junctions Boxes."

The work includes all testing, excavation, backfilling, limestone screenings, bedding, sheeting, shoring, bracing, dewatering, formwork, castings, brickwork, adjusting structures, removal of pavement, sidewalks, curb and curb gutter, concrete work and reinforcing, all inlet and outlet pipe, making all pipe connections, setting pipe stubs and plugs for future connections, nonpermanent and special temporary pavement replacement, disposal of surplus excavated material, and protection of adjacent facilities, and all appurtenant work, complete and in place.

Not included in the work are sheeting left in place, additional earth excavation or additional select fill material which, if ordered or specified, will be included for payment under other Contract items.

The number of Inlets, Manholes, and Junction Boxes to be measured for payment will be the actual number of such structures installed in the work.

Payment for Inlets, Manholes, and Junction Boxes will be made at the appropriate Contract Item Unit Price.

## CONTRACT ITEM 430 SERIES - PIPE CULVERTS AND STORM SEWERS

Under the respective Contract Items for Pipe Culverts and Storm Sewers, the Contractor shall furnish all materials and equipment, construct, test, and maintain complete all pipe culverts and storm sewers as shown on the Plans, specified, and directed by the Engineer.

All pipe culverts and storm sewers, including fittings, shall be manufactured and installed in accordance with the requirements of the respective Workmanship and Materials sections.

The work includes all removal of sidewalks, driveways, curbs, curb and gutter, existing storm sewer systems, and permanent pavement; excavation, short tunnels, backfill, sheeting, shoring, bracing, dewatering, pipe bedding, pipe fittings, pipe work, making all pipe connections, flared and mitered end sections, standard pipe cradles and encasements shown on the Plans, anchors, sealants, jackets and coupling bands, installation and removal of plugs and bulkheads, testing, special temporary and nonpermanent pavement replacement, protection, repair and replacement of utilities and house services, maintenance of traffic including maintaining access across driveways along the line of the work, protection, trimming and replacement of trees and shrubs, protection, repair and replacement of existing

culverts and other storm sewerage facilities and all utilities, reconstruction or regrading of road shoulders and ditches, disposal of surplus excavated material, protection of existing structures, making joints in protective plastic lining between pipes and between pipes and manholes or structures and all other work incidental to the installation of all pipe culverts and storm sewers complete in place.

The work does not include sheeting left in place, rock excavation, manholes, junction chamber, surface restoration comprising lawn or permanent pavement replacement, additional earth excavation or additional selected fill material, short tunnels and driveway, sidewalk and curb and curb gutter replacement and when shown on the Plans or ordered, such work will be paid for under other appropriate Contract Items.

The quantity of storm sewer pipe, in linear feet, to be measured for payment shall be the actual length of new pipelines placed in the work, as shown, specified and directed. Pipelines will be measured along the centerline of the pipe.

Deductions in the measured length of storm sewers will be made for the width of all structures, including manholes and inlets, measured from the inside wall to the inside wall of the structure.

The measured length for stormwater force mains will include all fittings and short tunnels with deductions for the laid length of valves.

Payment for Pipe Culverts and Storm Sewers will be made at the appropriate Contract Item Unit Price per linear foot of pipe installed.

#### CONTRACT ITEM 520 SERIES - PERMANENT CURB AND GUTTER REPLACEMENT

The Contractor shall furnish all labor, equipment, and materials to replace and maintain all permanent concrete, bituminous, and granite curb or curb and gutter, Miami gutter, removed or damaged by pipeline construction and appurtenant work as shown on the drawings, specified, and directed by the Engineer.

Permanent curb or curb and gutter, and Miami gutter replacement shall conform to the requirements of the Workmanship and Materials Section 16 - Restoration of Street Pavements.

All concrete work under this series shall conform to Workmanship and Materials Section 345 - Portland Cement Concrete.

The work includes all excavation, filling, shaping, grading, base material, lawn replacement incidental to curb, or curb and gutter replacement, Miami gutter, and other appurtenant work complete in place.

The length of Permanent Curb and Gutter Replacement to be measured for payment will be the actual length of gutter placed in the work within payment limits for surface restoration shown on the Plans, or ordered by the Engineer.

Payment limits for Permanent Curb and Gutter Replacement along pipelines shall include removal and replacement of gutter incidental to construction of manholes and structures. All curb and gutter removed or damaged and requiring replacement outside payment limits will not be measured for payment and shall be replaced by the Contractor at his own expense.

Payment of Permanent Curb and Gutter Replacement will be made at the Contract Item Unit Price per linear foot of curb and gutter placed.

#### CONTRACT ITEM 522 SERIES - PERMANENT SIDEWALK/DRIVEWAY REPLACEMENT

The Contractor shall furnish all labor, equipment, and materials to replace and maintain all permanent sidewalks, driveways removed or damaged by pipeline construction and appurtenant work as shown on the Plans, specified, and directed by the Engineer.

Permanent sidewalk/driveway replacement shall conform to the requirements of the Workmanship and Materials Section 16 - Restoration of Street Pavements.

Concrete work under this series shall conform to Workmanship and Materials Section 346 - Portland Cement Concrete.

The work includes all excavation, filling, shaping, grading, temporary limestone surface, base material, paved surface, lawn replacement incidental to sidewalk/driveway, and other appurtenant work complete in place.

The quantity of Permanent Sidewalk/Driveway Replacement to be measured for payment will be the actual area of permanent sidewalk/driveway surface placed in the work within payment limits and ordered by the Engineer.

Payment limits for permanent sidewalk/driveway replacement along pipelines shall include removal and replacement of sidewalk/driveway surface incidental to construction of manholes and structures. All sidewalk/driveway surface removed or damaged outside payment limits will not be measured for payment and shall be replaced by the Contractor at his own expense.

Where the existing sidewalk/driveway surface is a nonpermanent type consisting of shell, gravel, limerock, crushed stone, or other similar material, no payment will be allowed for replacement of permanent sidewalk/driveway surface. Replacement of surface for such nonpermanent sidewalk/driveway surfaces will be included in the various classified unit price Contract Items for pipelines or considered under the provisions for "Extra Work."

Payment for Permanent Sidewalk/Driveway Replacement will be made at the Contract Item Unit Price per square yard of sidewalk/driveway replaced.

#### CONTRACT ITEM 523-1 - PEDESTRIAN RAMP

The Contractor shall furnish all labor, equipment, and materials to construct, replace, and maintain all permanent concrete pedestrian ramps removed or damaged by pipeline construction and appurtenant work as shown on the drawings, specified, and directed by the Engineer.

Pedestrian Ramps shall conform to the requirements of the Workmanship and Materials Section 16 - Restoration of Street Pavements.

All concrete work under this series shall conform to Workmanship and Materials Section 345 - Portland Cement Concrete.

The work includes all excavation, filling, shaping, grading, base material, lawn replacement incidental to pedestrian ramp construction, and all other appurtenant work complete in place.

The quantity of Pedestrian Ramps to be measured for payment will be the actual number of ramps placed in the work within payment limits for surface restoration shown on the Plans, or ordered by the Engineer.

Payment for Pedestrian Ramps will be made at the Contract Item Unit Price per pedestrian ramp constructed.

FDOT LAP DIVISION I SPECIFICATIONS AND CONTRACT FORMS

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

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

CONFIDENTIAL per Ch 337.14(1) F.S.

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

Fill in your FDOT Vendor Number

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

I certify that the information above is correct.

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

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

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

\_\_\_\_\_  
Title



**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 PROJECTS OWNER, LOCATION AND DESCRIPTION	2 CONTRACT (OR SUBCONTRACT) AMOUNT	3 AMOUNT SUBLET TO OTHERS	4 BALANCE OF CONTRACT AMOUNT	5 UNCOMPLETED AMOUNT TO BE DONE BY YOU		6
				AS PRIME CONTRACTOR	AS SUBCONTRACTOR	
TOTALS					\$0.00	\$0.00
TOTAL UNCOMPLETED WORK ON HAND TO BE DONE BY YOU (TOTAL COLUMNS 5 AND 6)					\$0.00	

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.

**CERTIFICATION  
COMPLIANCE WITH EQUAL EMPLOYMENT OPPORTUNITY (EEO)  
PROVISIONS ON FEDERAL AID CONTRACTS**

FIN PROJECT I.D. \_\_\_\_\_ DATE \_\_\_\_\_  
 \_\_\_\_\_ CONTRACT NO. \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_, prime contractor  
 for the above referenced contract, hereby certifies that this company and all of its subcontractors have made every Good Faith Effort to comply with the EEO provisions of FHWA Form-1273 (Section II. Nondiscrimination and Section III. Nonsegregated facilities) on this contract.

Exception:  
 The following subcontractor(s) have been found to be in noncompliance with the provisions stated above. Attached is notification sent to the respective subcontractor(s) explaining their noncompliance with these provisions.

Subcontractor Name _____	Subcontractor Name _____
Street Address _____	Street Address _____
City/State/Zip _____	City/State/Zip _____

State of Florida  
 County of \_\_\_\_\_  
 Sworn to and subscribed before me this \_\_\_\_\_ day  
 of \_\_\_\_\_, by \_\_\_\_\_  
 (Print name of person signing Certification)

A false statement or omission made in connection with this certification is sufficient cause for suspension, revocation, or denial of qualification to bid, and a delimitation of nonresponsibility, and may subject the person and/or entity making the false statement to any and all civil and criminal penalties available pursuant to applicable Federal and State law.

Notary Public _____	Contractor _____
Commission Expires _____	By _____
Personally Known <input type="checkbox"/> OR Produced Identification <input type="checkbox"/>	Title _____
Type of Identification Produced _____	

- Instructions:**
1. Attach copy of any notifications of noncompliance sent to each applicable subcontractor
  2. List the subcontractors found not in compliance at the time of this certification.
  3. A separate certification is required for each contract.
  4. To be signed by an officer or director of the Contractor with the authority to bind the Contractor and notarized.
  5. To avoid delay in payment, certification must be submitted to the Project Engineer no later than the Friday before the monthly estimate cutoff date (generally the 3<sup>rd</sup> Sunday of the month).

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

375-030-33  
PROCUREMENT  
01/24

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 an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be 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.

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"

<b>1. Type of Federal Action:</b> a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	<b>2. Status of Federal Action:</b> a. bid/offer/application b. initial award c. post-award	<b>3. Report Type:</b> a. initial filing b. material change <b>For Material Change Only:</b> Year: _____ Quarter: _____ Date of last report: _____ (mm/dd/yyyy)
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, <i>if known</i> : _____ _____ _____ Congressional District, <i>if known</i> : 4c _____	<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b> _____ _____ _____ Congressional District, <i>if known</i> : _____	
<b>6. Federal Department/Agency:</b> _____ _____	<b>7. Federal Program Name/Description:</b> _____ _____ CFDA Number, <i>if applicable</i> : _____	
<b>8. Federal Action Number, if known:</b> _____	<b>9. Award Amount, if known:</b> \$ _____	
<b>10. a. Name and Address of Lobbying Registrant</b> <i>(if individual, last name, first name, MI):</i> _____ _____ _____	<b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i> _____ _____ _____	
<b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date (mm/dd/yyyy): _____	
<b>Federal Use Only:</b>		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 fullname, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**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.



**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.

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

375-040-18  
PROCUREMENT  
03/17

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

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

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

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

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

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

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

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

**YES**

**NO**

NAME OF BUSINESS: \_\_\_\_\_

**LAP DIVISION 1 SPECIFICATIONS.**

(REV 10-10-23) (FY 2023-24)

Construction Checklist Specifications  
from  
Department of Transportation  
Standard Specifications for Road and Bridge Construction

*The following excerpts from the Standard Specifications and Special Provisions are provided for use in LAP Specifications as needed in accordance with the Local Agency Program Checklist for Construction Contracts (Phase 58) – Federal and State Requirements (525-070-44)*

**FROM SECTION 1 – DEFINITIONS AND TERMS:**

**Department Name** \_\_\_\_\_

**Engineer** \_\_\_\_\_

**Contractor’s Engineer of Record.**

A Professional Engineer registered in the State of Florida, other than the Engineer of Record or his subcontracted consultant, who undertakes the design and drawing of components of the permanent structure as part of a redesign or Cost Savings Initiative Proposal, or for repair designs and details of the permanent work. The Contractor’s Engineer of Record may also serve as the Specialty Engineer.

The Contractor’s Engineer of Record must be an employee of a pre-qualified firm. The firm shall be pre-qualified in accordance with the Rules of the Department of Transportation, Chapter 14-75. Any Corporation or Partnership offering engineering services must hold a Certificate of Authorization from the Florida Department of Business and Professional Regulation.

As an alternate to being an employee of a pre-qualified firm, the Contractor’s Engineer of Record may be a pre-qualified Specialty Engineer. For items of the permanent work declared by the State Construction Office to be “major” or “structural”, the work performed by a pre-qualified Specialty Engineer must be checked by another pre-qualified Specialty Engineer. An individual Engineer may become pre-qualified in the work groups listed in the Rules of the Department of Transportation, Chapter 14-75, if the requirements for the Professional Engineer are met for the individual work groups. Pre-qualified Specialty Engineers are listed on the State Construction Website. Pre-qualified Specialty Engineers will not be authorized to perform redesigns or Cost Savings Initiative Proposal designs of items fully detailed in the plans.

**Specialty Engineer.**

A Professional Engineer registered in the State of Florida, other than the Engineer of Record or his subcontracted consultant, who undertakes the design and drawing preparation of components, systems, or installation methods and equipment for specific temporary portions of the project work or for special items of the permanent works not fully detailed in the plans and required to be furnished by the Contractor. The Specialty Engineer may also provide designs and details, repair designs and details, or perform Engineering Analyses for items of the permanent work declared by the State Construction Office to be “minor” or “non-structural”.

For items of work not specifically covered by the Rules of the Department of Transportation, a Specialty Engineer is qualified if he has the following qualifications:

- (1) Registration as a Professional Engineer in the State of Florida.
- (2) The education and experience necessary to perform the submitted design as required by the Florida Department of Business and Professional Regulation.

ARTICLE 6-5 is deleted and the following substituted:

## **6-5 Products and Source of Supply.**

**6-5.1 Source of Supply–Convict Labor (Federal-Aid Contracts Only):** Do not use materials that were produced after July 1, 1991, by convict labor for Federal-aid highway construction projects unless the prison facility has been producing convict-made materials for Federal-aid highway construction projects before July 1, 1987.

Use materials that were produced prior to July 2, 1991, by convicts on Federal-aid highway construction projects free from the restrictions placed on the use of these materials by 23 U.S.C. 114. The Department will limit the use of materials produced by convict labor for use in Federal-aid highway construction projects to:

1. Materials produced by convicts on parole, supervised release, or probation from a prison or,
2. Materials produced in a qualified prison facility.

The amount of such materials produced for Federal-aid highway construction during any 12-month period shall not exceed the amount produced in such facility for use in such construction during the 12-month period ending July 1, 1987.

**6-5.2 Source of Supply:** Comply with 2 CFR 184 and 2 CFR 200.322, which includes the Buy America Sourcing Preferences of the Build America, Buy America Act (BABA). Domestic compliance for all affected products will be listed on the APL. The list of affected articles, materials, and supplies that have been added to the APL and are not identified in each individualSection can be found at the following URL: <https://www.fdot.gov/programmanagement/ProductEvaluation/Default.shtm>.

**6-5.2.1 Steel and Iron:** 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.

**6-5.2.2 Manufactured Products:** Use Manufactured Products that are consumed in, incorporated into, or affixed to an infrastructure project that are manufactured in the United States, in accordance with BABA requirements and applicable waivers.

**6-5.2.3 Construction Materials:** Use non-ferrous metals, plastic and polymer-based products, glass, lumber, and drywall articles, materials, and supplies that are consumed in,

incorporated into, or affixed to an infrastructure project that are manufactured in the United States, in accordance with BABA requirements.

**6-5.2.4 Exemptions to Build America, Buy America:** Temporary devices, equipment, and other items removed at or before the completion of the project are exempt from BABA funding eligibility requirements. Aggregates, cementitious materials, and aggregate binding agents or additives are exempted from BABA funding eligibility requirements.

**6-5.3 Contaminated, Unfit, Hazardous, and Dangerous Materials:** Do not use any material that, after approval and/or placement, has in any way become unfit for use. Do not use materials containing any substance that has been determined to be hazardous by the State of Florida Department of Environmental Protection or the U.S. Environmental Protection Agency (EPA). Provide workplaces free from serious recognized hazards and to comply with occupational safety and health standards, as determined by the U.S. Department of Labor Occupational Safety and Health Administration (OSHA)

## **FROM SECTION 7 – LEGAL REQUIREMENTS AND RESPONSIBILITIES TO THE PUBLIC (FHWA 1273, WAGE RATES, E-VERIFY, TITLE VI, DBE, AND ON-THE-JOB TRAINING)**

**7-1.1 Compliance with FHWA 1273:** The FHWA-1273 Electronic version, dated October 23, 2023 is posted on the Department’s website at the following URL address: [https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/programmanagement/implemented/urlinspecs/files/fhwa\\_1273\\_revised-10-23-23.pdf?sfvrsn=d7604d20\\_1](https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/programmanagement/implemented/urlinspecs/files/fhwa_1273_revised-10-23-23.pdf?sfvrsn=d7604d20_1)

Take responsibility to obtain this information and comply with all requirements posted on this website up through five calendar days before the opening of bids.

Comply with the provisions contained in FHWA-1273.

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

**7-1.4 Compliance with Federal Endangered Species Act and other Wildlife Regulations:** The Federal Endangered Species Act requires that the 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 permits.

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: [https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/programmanagement/implemented/urlinspecs/files/endangeredwildlifeguidelines.pdf?sfvrsn=e27baf3f\\_2](https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/programmanagement/implemented/urlinspecs/files/endangeredwildlifeguidelines.pdf?sfvrsn=e27baf3f_2).

Take responsibility to obtain this information and take all actions and precautions necessary to comply with the conditions of these guidelines during all project activities.

Prior to establishing any off-project activity in conjunction with a project, notify the Engineer of the proposed activity. Covered activities include but are not necessarily limited to borrow pits, concrete or asphalt plant sites, disposal sites, field offices, and material or equipment storage sites. Include in the notification the Financial Project ID, a description of the activity, the location of the site by township, range, section, county, and city, a site location map including the access route, the name of the property owner, and a person to contact to arrange a site inspection. Submit this notification at least 30 days in advance of planned commencement of the off-site activity, to allow for the 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.

**7-16 Wage Rates for Federal-Aid Projects.**

For this Contract, payment of predetermined minimum wages applies. The U.S. Department of Labor (USDOL) Wage Rates applicable to this Contract are listed in table below, as modified up through ten days prior to the opening of bids.

Wage Rate Decision Number	County	Associated Work
FL20240169	HILLSBOROUGH	HIGHWAY

Review the General Decisions for all classifications necessary to complete the project. Request additional classifications through the Engineer’s office when needed.

**7-24 Disadvantaged Business Enterprise Program.**

**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, 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.



**7-24.4 DBE Records and Reports:** Submit the following through the Equal Opportunity Compliance System:

1. DBE Commitments - at or before the Pre-Construction Conference.
2. Report monthly, through the Equal Opportunity Compliance System on the

Department's Website, actual payments (including retainage) made to DBEs for work performed with their own workforce and equipment in the area in which they are certified. Report payments made to all DBE and Minority Business Enterprise (MBE) subcontractors and DBE and MBE construction material and major suppliers.

The Equal Opportunity Office will provide instructions on accessing this system. Develop a record keeping system to monitor DBE affirmative action efforts which include the following:

1. the procedures adopted to comply with these Specifications;
2. the number of subordinated Contracts on Department projects awarded to DBEs;
3. the dollar value of the Contracts awarded to DBEs;
4. the percentage of the dollar value of all subordinated Contracts awarded to DBEs as a percentage of the total Contract amount;
5. a description of the general categories of Contracts awarded to DBEs; and
6. the specific efforts employed to identify and award Contracts to DBEs.

Upon request, provide the records to the Department for review.

Maintain all such records for a period of five years following acceptance of final payment and have them available for inspection by the Department and the Federal Highway Administration.

**7-24.5 Counting DBE Participation and Commercially Useful Functions:**

49 CFR Part 26.55 specifies when DBE credit shall be awarded for work performed by a DBE. DBE credit can only be awarded for work actually performed by DBEs themselves for the types of work for which they are certified. When reporting DBE Commitments, only include the dollars that a DBE is expected to earn for work they perform with their own workforce and equipment. Update DBE Commitments to reflect changes to the initial amount that was previously reported or to add DBEs not initially reported.

When a DBE participates in a contract, the value of the work is determined in accordance with 49 CFR Part 26.55, for example:

1. The Department will count only the value of the work performed by the DBE toward DBE goals. The entire amount of the contract that is performed by the DBE's own forces (including the cost of supplies, equipment and materials obtained by the DBE for the contract work) will be counted as DBE credit.

2. The Department will count the entire amount of fees or commissions charged by the DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services or for providing bonds or insurance specifically required for the performance of a Department-assisted contract, toward DBE goals, provided that the Department determines the fees to be reasonable and not excessive as compared with fees customarily followed for similar services.

3. When the DBE subcontracts part of the work of its contract to another firm, the Department will count the value of the subcontracted work only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.

4. When a DBE performs as a participant in a joint venture, the Department will count the portion of the dollar value of the contract equal to the distinct, clearly defined portion of the work the DBE performs with its own forces toward DBE goals.

5. The Contractors shall ensure that only expenditures to DBEs that perform a commercially useful function (CUF) in the work of a contract may be counted toward the voluntary DBE goal.

6. A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful

function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself.

7. Contractors wishing to use joint checks involving DBE credit must provide written notice to the District Contract Compliance Office prior to issuance of the joint check. The Contractor must also provide a copy of the notice to the DBE subcontractor and maintain a copy with the project records.

8. To determine whether a DBE is performing a commercially useful function, the Department will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and other relevant factors.

9. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation.

10. If a DBE does not perform or exercise responsibility for at least 30% of the total cost of its contract with its own workforce, or if the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, the DBE has not performed a commercially useful function.

**7-24.6 Prompt Payments:** Meet the requirements of 9-5 for payments to all DBE subcontractors.

**7-25 On-The-Job Training Requirements.**

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

Estimated Contract Amount	Trainees Required
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
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 voluntarily 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.

**7-29 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.

**FROM SECTION 8 (SUBLETTING, CONTRACT TIME EXTENSION, AND LIQUIDATED DAMAGES).**

**8-10 Liquidated Damages for Failure to Complete the Work.**

**8-10.2 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.

## **7-31 Title VI Assurance – DOT 1050.2A, Appendix A and Appendix E.**

**7-31.1 Appendix A:** 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 US Department of Transportation (hereinafter, “USDOT”) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the basis of race, color, national origin or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.

3. **Solicitations for subcontractors, including procurements of materials and equipment:** In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under 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, or sex.

4. **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Florida Department of Transportation or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, order and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the Florida Department of Transportation, or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of the Contractor’s noncompliance with the nondiscrimination provisions of this Contract, the Florida Department of Transportation shall impose such Contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

a. withholding of payments to the Contractor under the Contract until the Contractor complies, 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 this appendix in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the Florida Department of Transportation or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a Contractor becomes involved in, or is threatened with,

litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the Florida Department of Transportation to enter into such litigation to protect the interests of the Florida Department of Transportation, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**7-31.2 Appendix E:** During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor” agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;

2. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired of Federal or Federal-aid programs and projects);

3. Federal-Aid Highway Act of 1973, (23 U.S.C § 324 et seq.), (prohibits discrimination on the basis of sex);

4. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;

5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);

6. Airport and Airway Improvement Act of 1982, (49 U.S.C. 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color national origins or sex);

7. The Civil Rights Restoration Act of 1987 (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

8. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

9. The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

12. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination based on sex in education programs, or activities (20 U.S.C. 1681 et seq.).



# CONTRACTOR'S PROJECT EEO REPORT

1. Check One ___ Prime ___ Subcontractor	2. Name and Address	3. FEID No. OR FDOT Vendor No.
		5. Financial Project No.
4. County		
6. Contractor's Beginning Work Date on Project	7. FDOT Contract No.	8. This Report is based on Pay Period ending M/D/Y

## 9. FLORIDA CONSTRUCTION EMPLOYMENT

JOB CATEGORIES	TOTAL EMPLOYEES		TOTAL MINORITIES		BLACK (Not of Hispanic Origin)		HISPANIC		AMERICAN INDIAN or ALASKAN NATIVE		ASIAN		NATIVE HAWAIIAN OR OTHER PACIF ISL		TWO OR MORE RACES		WHITE		On-The-Job Trainees (OJT)	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
	OFFICIALS (MANAGERS)	0	0	0	0															
SUPERVISORS	0	0	0	0																
FOREMEN/WOMEN	0	0	0	0																
ADMIN SUPPORT	0	0	0	0																
EQUIPMENT OPERATORS	0	0	0	0																
MECHANICS	0	0	0	0																
TRUCK DRIVERS	0	0	0	0																
IRONWORKERS	0	0	0	0																
CARPENTERS	0	0	0	0																
CEMENT MASONS	0	0	0	0																
ELECTRICIANS	0	0	0	0																
PIPEFITTERS, PLUMBERS	0	0	0	0																
PAINTERS	0	0	0	0																
LABORERS, SEMI-SKILLED	0	0	0	0																
LABORERS, UNSKILLED	0	0	0	0																
TOTALS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

TABLE C

OJT TOTALS  
M F

On-The-Job Trainees																				0	0
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10. IF ANY EMPLOYEES REPORTED IN 'TABLE A' ARE APPRENTICES, NAME OF THE PROGRAM, JOB CATEGORY, COUNT, RACE & SEX.

11. SUMMARIZE ALL HIRES FOR THE ENTIRE ACTIVE MONTH BY JOB CATEGORY, RACE, SEX (USE ADDITIONAL SHEET IF NEEDED).

	PRINTED NAME-FIRST/LAST	EMAIL ADDRESS	PHONE	SIGNATURE	DATE
12. PREPARER					
13. REVIEWER					

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

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

**ATTACHMENTS**

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

**I. GENERAL**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **6. Training and Promotion:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **10. Assurances Required:**

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

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

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

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

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

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

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

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

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

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

### III. NONSEGREGATED FACILITIES

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

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

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

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

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

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

#### 1. Minimum wages (29 CFR 5.5)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 2. Withholding (29 CFR 5.5)

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

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



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

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

### 3. Records and certified payrolls (29 CFR 5.5)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

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

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

### 3. Withholding for unpaid wages and liquidated damages

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

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

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

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

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

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

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

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

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

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

### VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

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

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

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

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

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

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

## **VII. SAFETY: ACCIDENT PREVENTION**

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

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

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

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

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

## **VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\* \* \* \* \*

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

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

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

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

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

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

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

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

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

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**3. Instructions for Certification - Lower Tier Participants:**

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

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

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

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

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

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

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

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

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

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

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

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

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#### **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.

#### 14-78.005 Participation by Disadvantaged Business Enterprises.

(1) The major purpose of the Disadvantaged Business Enterprise (DBE) Program is to assure nondiscrimination and DBE utilization in road and bridge construction and maintenance projects. Contractors are required to comply with the following special provision contained in all road and bridge contracts:

##### Special Provision for DBE Contracts

**General.** Prior to award of the contract, have an approved 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 and commitment to carry out the Plan must be incorporated into and become part of the awarded contract. Failure to keep these commitments will be deemed noncompliance with these specifications and a breach of the contract. Take all necessary and reasonable steps to ensure that Disadvantaged Business Enterprises, as defined in 49 C.F.R. Part 26, have the opportunity to participate in, compete for, and perform subcontracts. Do not discriminate on the basis of age, race, color, religion, national origin, sex, or disability in the award and performance of this contract.

**Plan Requirements.** Include the following in the DBE Affirmative Action Program Plan:

A policy statement, expressing a commitment to use DBEs in all aspects of contracting to the maximum extent feasible. The policy making body must issue a policy statement signed by the chairperson, which expresses its commitment to utilize DBEs, outlines the various levels of responsibility, and states the objectives of the program. Circulate the policy statement throughout the Contractor's organization.

The designation of a Liaison Officer with 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-to-day basis for carrying out technical assistance activities for DBEs and for disseminating information on available business opportunities so that the DBEs are provided an equitable opportunity to participate in contracts let by the Department. Use techniques to facilitate DBE participation in contracting activities such as:

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.
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.

**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, manually or on the Department's website, actual payments, retainage, minority status, and work type of all subcontractors and major suppliers. The Equal Opportunity Office will provide instructions on accessing this system. Develop a record keeping system to monitor DBE affirmative action efforts which include the following:

1. The procedures adopted to comply with these specifications;
2. The number of subordinated contracts on Department projects awarded to DBEs;
3. The dollar value of the contracts awarded to DBEs;
4. The percentage of the dollar value of all subordinated contracts awarded to DBEs as a percentage of the total contract amount.
5. A description of the general categories of contracts awarded to DBEs; and
6. The specific efforts employed to identify and award contracts to DBEs.

Upon request, provide the records to the Department for review.

All such records are required to be maintained for a period of five years following acceptance of final payment and available for inspection by the Department and the Federal Highway Administration.

(2) 49 C.F.R. Part 26 (10-1-03 Edition) is incorporated herein by reference and adopted by the Department for participation by disadvantaged business enterprises in the Department's federally funded projects. The provisions of 64 Federal Register No. 21, February 2, 1999, and 68 Federal Register No. 115, June 16, 2003, are available from the Department for informational purposes only. They also can be obtained on the Internet at <http://www.gpoaccess.gov/fr/index.html>.

*Specific Authority 337.125, 337.137, 339.0805 FS. Law Implemented 337.125, 337.137, 339.0805 FS. History—New 12-9-81, Amended 5-23-84, Formerly 14-78.05, Amended 9-21-87, 5-4-88, 6-24-91, 12-2-93, 4-30-96, 8-31-04.*



"General Decision Number: FL20240169 01/05/2024

Superseded General Decision Number: FL20230169

State: Florida

Construction Type: Highway

County: Hillsborough 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).

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If the contract is entered	. Executive Order 14026	
into on or after January 30,	generally applies to the	
2022, or the contract is	contract.	
renewed or extended (e.g., an	. The contractor must pay	
option is exercised) on or	all covered workers at	
after January 30, 2022:	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.	

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If the contract was awarded on	. Executive Order 13658	
or between January 1, 2015 and	generally applies to the	
January 29, 2022, and the	contract.	
contract is not renewed or	. The contractor must pay all	
extended on or after January	covered workers at least	
30, 2022:	\$12.90 per hour (or the	
	applicable wage rate listed	



OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 16.38 **	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 12.88 **	0.00
OPERATOR: Boom.....	\$ 13.94 **	1.28
OPERATOR: Broom/Sweeper.....	\$ 13.69 **	0.00
OPERATOR: Bulldozer.....	\$ 18.11	0.00
OPERATOR: Concrete Finishing Machine.....	\$ 15.44 **	0.00
OPERATOR: Concrete Pump.....	\$ 19.77	0.00
OPERATOR: Concrete Saw.....	\$ 16.57 **	0.00
OPERATOR: Crane.....	\$ 22.33	0.00
OPERATOR: Curb Machine.....	\$ 19.67	0.00
OPERATOR: Drill.....	\$ 14.78 **	0.00
OPERATOR: Forklift.....	\$ 13.52 **	0.00
OPERATOR: Gradall.....	\$ 14.71 **	0.00
OPERATOR: Grader/Blade.....	\$ 20.71	0.00
OPERATOR: Loader.....	\$ 14.99 **	0.00
OPERATOR: Mechanic.....	\$ 17.49	0.00
OPERATOR: Milling Machine Groundsman.....	\$ 16.20 **	0.00
OPERATOR: Milling Machine.....	\$ 16.26 **	0.00
OPERATOR: Oiler.....	\$ 17.61	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 13.51 **	0.00
OPERATOR: Piledriver.....	\$ 17.23	0.00
OPERATOR: Post Driver (Guardrail/Fences).....	\$ 19.35	0.00
OPERATOR: Roller.....	\$ 14.14 **	0.00
OPERATOR: Scraper.....	\$ 11.74 **	0.00
OPERATOR: Screed.....	\$ 16.67 **	0.00
OPERATOR: Tractor.....	\$ 13.39 **	0.00
OPERATOR: Trencher.....	\$ 13.78 **	0.00
PAINTER: Spray.....	\$ 16.38 **	0.00
TRAFFIC SIGNALIZATION: Traffic Signal Installation.....	\$ 16.54 **	0.00
TRUCK DRIVER: Dump Truck.....	\$ 12.81 **	0.00
TRUCK DRIVER: Flatbed Truck.....	\$ 14.13 **	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 15.56 **	0.00

TRUCK DRIVER: Slurry Truck.....\$ 11.96 \*\* 0.00

TRUCK DRIVER: Water Truck.....\$ 12.88 \*\* 0.00

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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)).

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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.

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#### 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"

### **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-DBEs**.

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

### **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.



## PROPRIETARY PRODUCTS REVIEW AND CERTIFICATION

### PURPOSE:

This procedure provides the process for the Department to certify local agency and Department project requests for the use of proprietary products or processes under **23 CFR 635.411 Material or Product Selection**. The authority for the Department to assume the responsibility for the approval of patented and proprietary products on the National Highway System (NHS) projects is formalized in the **Florida Federal-aid Partnership Agreement, Topic No. 700-000-005**.

### AUTHORITY:

Sections 20.23(4)(a) and 334.048(3), Florida Statutes (F.S.)

### SCOPE:

This procedure applies to employees and organizational units in the Department involved in the preparation, design, review and approval of plans.

### Definitions:

**Agency:** Any state, county, district, municipality, department, division, board, bureau, commission, or other separate unit of government created or established by law as defined in **Section 119.011(2), F.S.**

**Contracting Agency:** An Agency that is requesting the use of a proprietary product in the Contract Package.

**Contract Package:** The plans and specifications prepared during the design phase and used by construction personnel to build a project.

**Department:** The Florida Department of Transportation.

**EOR:** Engineer of Record - The professional engineer who signs, dates, and seals the Contract Package in accordance with **Section 471.025, F.S.** and **Rule 61G15-23, F.A.C.**

**Experimental and Research Project:** A project incorporating a material, process, method, equipment item, traffic operational device, or other feature that: (1) has not been

sufficiently tested under actual service conditions to merit acceptance without reservation in normal highway construction, or (2) has been accepted but needs to be compared with alternative acceptable features for determining their relative merits and cost effectiveness.

**FHWA:** Federal Highway Administration

**Initiator:** The person designated as the submitter of the proprietary product certification form on behalf of an Agency. The EOR may serve as the initiator.

**PODI:** Projects of Division Interest

**Proprietary Product:** A sole source or patented product or process. A product or process is also considered proprietary if it is identified by a plan note or specification so narrowly defined that only a sole source or patented product or process can meet the requirements.

**Public Interest Finding (PIF):** A document that is created by an agency when more than one acceptable product or process available for use and an agency seeks to limit purchase to a specified product. It documents the reasonableness of the agency's minimum needs and the best method to meet these needs consistent with the requirement for the broadest practical competition.

**Special Funding/Evaluation Projects:** A project that incorporates products or processes that FHWA is promoting through special funding/evaluation programs (e.g. Highways for Life, Innovative Bridge Research and Deployment Program, Innovative Pavement Research and Deployment Program, etc.)

**Synchronization:** to make things visually or functionally go together or work together.

**Unique or No Suitable Alternative:** limited to one of a kind, or without equal or equivalent.

## 1. GENERAL

When a proprietary product is identified in the Contract Package, this **Proprietary Products Certification (Certification)** procedure and form must be used. This certification should be completed by the time the design has reached 60% Plans. A denied request can be resubmitted for reconsideration with supplemental information.

This procedure is not to be used in lieu of Design or Utility Exceptions and Variations but may be required as an additional step. Also, this procedure is not to be used for Experimental, Research, or Special Funding/Evaluation Projects. When more than one

acceptable product or process is available for use and the Department or local agency seeks to limit purchase to a specified product or process, a Public Interest Finding (PIF) must be submitted in lieu of obtaining a certification with this procedure.

## 2. RESPONSIBILITIES

- 1) The Department assigned Project Manager is responsible for the following activities:
  - a) Communicating with the initiator,
  - b) Ensuring completeness of the documentation,
  - c) Assisting the District Design Engineer or Turnpike Design Engineer in the evaluation of the justification,
  - d) Ensuring all Certification requests are processed in accordance with this procedure.
  - e) Maintaining and archiving all requests, documentation, correspondence, and Certifications for proprietary products with applicable project files,
  - f) Forwarding the package to the FDWA Division Administrator when a project is a PODI.
- 2) The District Design Engineer or Turnpike Design Engineer is responsible for the following:
  - a) Assigning a Project Manager,
  - b) Evaluating and approving Certification requests for projects within their District when documentation is factually and technically supported in accordance with **Section 4**,
  - c) Evaluating and making a recommendation for Certification requests on a PODI project within their District.

## 3. PROPRIETARY PRODUCT CERTIFICATION PROCEDURE

- 1) When the Initiator submits a Certification request to the Department, the District Design Engineer or Turnpike Design Engineer will assign a Project Manager.
- 2) Each assigned Project Manager shall review request package of information and ensure that it contains the following documentation:
  - a) Cover Letter  
The cover letter is the **Proprietary Products Certification Form, Form No. 630-020-07** for the **Certification** procedure. The appropriate certification statement must be marked on the form and the document signed by the initiator.

b) **Justification**

Justifications must contain supporting documentation that provide an understanding of the request and factual and technically support the request in accordance with **Section 4**.

The assigned Project Manager should consult with appropriate technical Department personnel to evaluate the package for **Certification**. The assigned Project Manager may request additional documentation from the initiator to assist with the evaluation and supplement the justification. The assigned Project Manager will make a recommendation regarding the request's approval and then forward the package and the recommendation to the District Design Engineer or Turnpike Design Engineer.

- 3) The District Design Engineer or Turnpike Design Engineer shall evaluate the package for **Certification** and the assigned Project Manger's recommendation and then determine if the request should be approved. When the District Design Engineer or Turnpike Design Engineer makes the decision, the Certification request package will be returned to the assigned Project Manager.
  - 1) If the District Design Engineer or Turnpike Design Engineer determines that the request should be approved, the District Design Engineer or Turnpike Design Engineer shall mark the appropriate certification statement on the form, assign a termination date and sign the document. If the District Design Engineer or Turnpike Design Engineer has identified any limitations regarding the proprietary product use on the project, a description of those limitations shall be included on the completed Certification form.
  - 2) If the District Design Engineer or Turnpike Design Engineer determines that the request should be rejected, the District Design Engineer or Turnpike Design Engineer shall provide an explanation for the rejection.
- 4) The assigned Project Manager shall provide a copy of the **Certification** with the signed certification or a notice and explanation of rejection to the initiator. The District or Turnpike assigned Project Manager shall post the Certification and justification on the Department web site and archive all documentation, correspondence, and certifications for proprietary products with applicable project files.

#### **4. JUSTIFICATION DOCUMENTATION REQUIREMENTS**

The District or Turnpike assigned Project Manager and District Design Engineer or Turnpike Design Engineer must evaluate the Certification request justification documentation in accordance with this section. The initiator's justification documentation must factually and technically support why the sole use of the proprietary product is both

reasonable and necessary to fulfill the project need. The assigned Project Manager shall ensure that the documentation includes, but is not limited to, the following information:

- 1) Description of the project need for the proprietary product,
- 2) Factual and technical supporting evidence for Synchronization (see **Section 4.1**) or Unique need (see **Section 4.2**),
- 3) Explanation how the evidence links it to the project need, and
- 4) Factual and technical supporting evidence that no alternatives are available.

The extent of the evaluation and details should be appropriate for the value and complexity of the product. This justification documentation must be used to support the Department's decision to approve the use of a proprietary product.

A case must not be made solely on the basis of:

- Cost saving
- Time saving
- Similarity to other designs.

The initiator may also base the current Certification request on the use of a previously approved Certification. When this occurs, the assigned Project Manager shall ensure the justification includes project specific details and explanations that factually and technically link the use of the proprietary product to the previously approved Certification, and provide documentation that the factors supporting the justification of the previously approved Certification have not changed..

#### **4.1 SYNCHRONIZATION**

At least one of the following factors must be used to evaluate the documentation supporting a Certification request based on synchronization:

- Function: the proprietary product is necessary for the satisfactory operation of the existing facility,
- Aesthetics: the proprietary product is necessary to match the visual appearance of existing facilities,
- Logistics: the proprietary product is interchangeable with products in the Contracting Agency's maintenance inventory.

In addition, it is advisable for the initiator to include additional documentation that factually and technically supports the following factors as they relate to synchronization:

- Lifecycle: the relative age of existing systems that will be expanded and the projected life of the proposed proprietary element in relation to the remaining life of the existing elements,
- Size/extent of products and systems to be synchronized to/with, and the relative cost of the proprietary elements compared with replacing the elements requiring synchronization,
- Training costs for staff, such as significant training required to effectively maintain and operate an unfamiliar product.

#### **4.2 UNIQUE OR NO SUITABLE ALTERNATIVE**

At least one of the following factors must be used to evaluate the documentation supporting a Certification request based on unique or no suitable alternative:

- How the proprietary product requirement will benefit the public,
- The unique needs that exist and how the proprietary product addresses those needs,
- Why a higher standard for safety or other critical need exists and how the proprietary product addresses that need,
- An evaluation of the pool of potential products and a description of why other products cannot meet the Contracting Agency's needs,
- Cost/Benefit analysis (this factor can only be used to support other factors).

#### **5. TRAINING**

<http://www.dot.state.fl.us/specificationsoffice/PackagePreparation/WritingAids/Default.shtm>

<http://www.fhwa.dot.gov/construction/cqit/propriet.cfm>

#### **6. FORMS**

Proprietary Products Certification, Form No. 630-020-07

May 16, 2024  
PREPARED BY: Vu H. Vu, P.E.  
Matthew Gibbs, P.E.



SPECIFICATIONS PACKAGE  
Contract Number: 24-C-00013  
FINANCIAL PROJECT ID(S).441338-2-58-01

DISTRICT SEVEN  
HILLSBOROUGH COUNTY

The applicable Articles and Subarticles of the General Requirements & Covenants division (Division I) of the FY 2023-24 edition of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction are added, and all of the Construction Details and Materials divisions (Division II & III) are revised, as follows:

*I hereby certify that this specifications package has been properly prepared by me, or under my responsible charge, in accordance with procedures adopted by the Florida Department of Transportation.*

This item has been digitally signed and sealed by Vu H. Vu, P.E. on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Date: 05/16/2024  
State of Florida,  
Professional Engineer, License No.: 60294  
Firm/Agency Name: Landis Evans & Partners, Inc.  
Firm/Agency Address: 3810 Northdale Blvd, Suite 100  
City, State, Zip Code: Tampa, FL 33624  
Page(s): 1-245

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# LAP SPECIFICATIONS

**120 EARTHWORK AND RELATED OPERATIONS FOR LAP (CLASS - D).  
(REV 3-2-22) (FA 7-13-21) (FY 2024-25)**

SECTION 120 is deleted and the following substituted:

**SECTION 120  
EARTHWORK AND RELATED OPERATIONS FOR LAP (CLASS - D)**

**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 consist 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.

**120-1.3 Unidentified Areas of Contamination:** When encountering or exposing any abnormal condition indicating the presence of contaminated materials, cease operations immediately in the vicinity and notify the Engineer. The presence of tanks or barrels; discolored earth, metal, wood, ground water, etc.; visible fumes; abnormal odors; excessively hot earth; smoke; or other conditions that appear abnormal may indicate the presence of contaminated materials and must be treated with extreme caution.

Make every effort to minimize the spread of contamination into uncontaminated areas. Immediately provide for the health and safety of all workers at the job site and make provisions necessary for the health and safety of the public that may be exposed to any potentially hazardous conditions. Ensure provisions adhere to all applicable laws, rules or regulations covering potentially hazardous conditions and will be in a manner commensurate with the gravity of the conditions.

The Engineer will notify the Department of a contamination assessment/remediation process plan to determine the course of action necessary for site security and the steps necessary under applicable laws, rules, and regulations for additional assessment and/or remediation work to resolve the contamination issue.

## **120-2 Classifications of Excavation.**

**120-2.1 General:** The Engineer may classify excavation specified under this Section for payment as any of the following: regular excavation, subsoil excavation, lateral ditch excavation, and channel excavation.

The definition of existing surface is a combination of the following:

1. The original unpaved ground line;
2. The bottom of the existing pavement;
3. The bottom of existing features removed by clearing and grubbing;
4. The bottom of the existing base, if the base is to be removed.

The definition of finished graded surface includes the completed grades of side slopes, unpaved shoulders, and the bottom of the base for flexible or rigid pavement.

**120-2.2 Regular Excavation:** Regular excavation includes roadway excavation and borrow excavation, as defined below for each.

: Roadway excavation consists of the excavation and the utilization or disposal of all materials necessary for the construction of the roadway, ditches, channel changes, etc., except as may be specifically shown to be paid for separately and that portion of the lateral ditches within the limits of the roadway right-of-way as shown in the Plans.

Borrow excavation consists of the excavation and utilization of material from authorized borrow pits, including only material that is suitable for the construction of roadway embankments or of other embankments covered by the Contract.

A Cost Savings Initiative Proposal (CSIP) submittal based on using borrow material from within the project limits will not be considered.

**120-2.3 Subsoil Excavation:** Subsoil excavation consists of the excavation and disposal of muck, clay, rock, or any other material that is unsuitable in its original position and that is excavated below the existing surface. For pond and ditches that identify the placement of a blanket material, the existing surface is the bottom of the blanket material. Subsoil excavation also consists of the excavation of all suitable material within the above limits as necessary to excavate the unsuitable material. Consider the limits of subsoil excavation indicated in the Plans as being particularly variable, in accordance with the field conditions encountered.

The quantity of material required to replace the excavated material and to raise the elevation of the roadway to the bottom of the template will be paid for under embankment or borrow excavation (Truck Measure).

**120-2.4 Lateral Ditch Excavation:** Lateral ditch excavation consists of all excavation of inlet and outlet ditches to structures and roadway, and ditches parallel to the roadway right-of-way. Dress lateral ditches to the grade and finished graded surface shown in the Plans.

**120-2.5 Channel Excavation:** Channel excavation consists of the excavation of channels of streams and satisfactory disposal of all materials from the limits of the channel as shown in the Plans.

**120-2.6 Excavation for Structures and Pipe:** Excavation for structures consists of the excavation for bridge foundations, box culverts, pipe culverts, storm sewers and all other pipelines, retaining walls, headwalls for pipe culverts and drains, catch basins, drop inlets, manholes, and similar structures.

**120-3 Preliminary Soils Investigations.**

When the Plans contain the results of a soil survey, do not assume such data is a guarantee of the depth, extent, or character of material present.

**120-4 Excavation Requirements.****120-4.1 Removal of Unsuitable Materials and Existing Roads**

**120-4.1.1 Subsoil Excavation:** Where rock, muck, clay, or other material within the limits of the roadway is unsuitable in its original position, excavate such material to the depth shown in the Plans as the removal limits or as indicated by the Engineer, and backfill with suitable material. Where the removal of plastic soils is required, meet a construction tolerance of  $\pm 0.2$  foot in depth and  $\pm 6$  inches (each side) in width.

**120-4.1.2 Construction over Existing Old Road:** Where a new roadway is to be constructed over an old one, completely remove the existing pavement for the entire limits of the width and depth. If the Plans provide that paving materials may be incorporated into the fill, distribute such material in a manner so as not to create voids. Recompact the old road meeting the requirements of 120-10.2.

**120-4.2 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 finished graded surface shown in the Plans.

**120-4.3 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 pipelines, retaining walls, headwalls for pipe culverts and drains, catch basins, drop inlets, manholes, and similar structures.

**120-4.4 Excavation for Structures and Pipe.**

**120-4.4.1 Requirements for all Excavation:** Perform all excavation to foundation materials, satisfactory to the Engineer, regardless of the elevation shown in the Plans. Remove rock, boulders or other hard lumpy or unyielding material to a depth of 12 inches below the bottom of pipes and box culverts elevations. Remove muck or other soft material to the depth indicated in the Plans or as directed by the Engineer.

**120-4.4.2 Earth Excavation:**

**120-4.4.2.1 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.

**120-4.4.2.2 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.

**120-4.4.2.3 Removal of Obstructions:** Remove boulders, logs, or any unforeseen obstacles encountered in excavating.

**120-4.4.3 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.

**120-4.4.4 Pipe Trench Excavation:** Excavate trenches for pipes 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 pipelines 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.

For pipe trenches utilizing trench boxes, ensure that the trench box used is of sufficient width to permit thorough tamping of bedding material under and around the pipes as specified in 125-8.1.6.

Do not disturb the installed pipe and its embedment when moving trench boxes. Move the trench box carefully to avoid excavated wall displacement or damage. As the trench box is moved, fill any voids left by the trench box and continuously place and compact the backfill material adjacent to and all along the side of the trench box walls to fill any voids created by the trench box.

## **120-5 Disposal of Surplus and Unsuitable Material.**

**120-5.1 Ownership of Excavated Materials:** Take ownership of the materials and dispose them outside the right-of-way.

**120-5.2 Placement of Muck on Side Slopes:** As an exception to the provisions of 120-5.1, the Contractor may store muck (A-8 material) alongside the roadway, provided there is a clear distance of at least 6 feet between the roadway grading limits and the muck. Do not store such material in a manner which will impede the inflow or outfall of any channel or side ditches. All stored materials that is not used for the final surface material must be disposed of outside the right-of-way.

**120-5.3 Disposal of Paving Materials:** Unless otherwise noted, take ownership of paving materials, such as paving brick, asphalt block, concrete slab, sidewalk, curb and gutter, etc., excavated in the removal of existing pavements, and dispose of them outside the right-of-way. 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.

**120-5.4 Disposal Areas:** Where the Contract Documents require disposal of excavated materials outside the right-of-way, and the disposal area is not indicated in the Contract Documents, furnish the disposal area without additional compensation.

Provide areas for disposal of removed paving materials out of sight of the project and at least 300 feet from the nearest roadway right-of-way line of any road. If the materials are buried, disregard the 300-foot limitation.

## **120-6 Materials for Embankment.**

**120-6.1 General Requirements for Embankment Materials:** Construct embankments using suitable materials excavated from the roadway or delivered to the jobsite from authorized borrow pits. Embankment material shall not contain muck, stumps, roots, brush, vegetable matter, rubbish, reinforcement bar or other material that does not compact into a suitable and enduring roadbed.

Remove all waste material designated as undesirable. Use material in embankment construction in accordance with Plan details or as the Engineer directs.

Construct the embankment using maximum particle sizes as follows:

1. In top 12 inches: 3-1/2 inches (in any dimension).
2. 12 to 24 inches: 6 inches (in any dimension).
3. In the depth below 24 inches: not to exceed 12 inches (in any dimension) or the compacted thickness of the layer being placed, whichever is less.

Spread all material so that the larger particles are separated from each other to minimize voids between them during compaction. Compact around these rocks in accordance with 120-9.2.

When and where approved by the Engineer, larger rocks (not to exceed 18 inches in any dimension) may be placed outside the 1:2 slope and at least 4 feet or more below the bottom of the base. Compact around these rocks to a firmness equal to that of the supporting soil. 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.

**120-6.2 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.

**120-6.3 Authorization for Use of Borrow:** Use borrow pit 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.

**120-6.3.1 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.

**120-6.3.2 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. Include all costs of providing a material with the required bearing value in the Contract unit price for borrow material.

**120-6.4 Materials Used at Pipes, Culverts, etc.:** Construct embankments over and around pipes, culverts, and bridge foundations with selected materials.

## **120-7 Embankment Construction.**

**120-7.1 General:** Construct embankments in sections of not less than 300 feet in length or for the full length of the embankment. Do not construct another LOT over an untested LOT without the Engineer's approval in writing.

For construction of mainline pavement lanes, turn lanes, ramps, parking lots, concrete box culverts and retaining wall systems, a LOT is defined as a single lift of finished embankment not to exceed 500 feet.

For construction of shoulder-only areas, shared use paths, and sidewalks areas, a LOT is defined as a single lift of finished embankment not to exceed 2000 feet.

Isolated compaction operations will be considered as separate LOTs. For multiple phase construction, a LOT shall not extend beyond the limits of the phase.

**120-7.2 Dry Fill Method:**

**120-7.2.1 General:** Construct embankments to meet compaction requirements in 120-7 and in accordance with the acceptance program requirements in 120-10.

Construct embankment in the dry whenever normal dewatering equipment and methods can accomplish the needed dewatering.

**120-7.2.1.1 Maximum Compacted Lift Thickness Requirements:**

Construct the embankment in successive layers with lifts up to a maximum listed in the table below based on the embankment material classification group.

Group	AASHTO Soil Class	Maximum Lift Thickness	Thick Lift Control Test Section Requirements
1	A-3	12 inches	Not Needed
	A-2-4 (No. 200 Sieve $\leq$ 15%)		
2	A-1	6 inches without Control Test Section	Maximum of 12 inches per 120-7.2.1.2
	A-2-4 (No. 200 Sieve $>$ 15%)		
	A-2-5, A-2-6, A-2-7, A-4, A-5, A-6		
	A-7 (Liquid Limit $<$ 50)		

**120-7.2.1.2 Thick Lift Requirements:** For embankment materials classified as Group 2 in Table 120-1 above, the option to perform thick lift construction in successive layers of not more than 12 inches compacted thickness may be used after meeting the following requirements:

1. Demonstrate the possession and control of compacting equipment sufficient to achieve density required by 120-10.5 for the full depth of a thicker lift.
2. Construct a test section of the length of one full LOT of not less than 500 feet.
3. Perform five tests at random locations within the test section.
  - a. All five tests must meet the density required by 120-10.5.
  - b. Identify the test section with the compaction effort and soil classification in the project's records.
4. Obtain Engineer's approval for the compaction effort after completing a successful test section.

In case of a change in compaction effort or soil classification, failing density test, construct a new test section. The Contractor may elect to place material in 6 inches compacted thickness at any time. Construct all layers approximately parallel to the centerline profile of the road.

The Engineer reserves the right to terminate the Contractor's use of thick lift construction. Whenever the Engineer determines that the Contractor is not achieving satisfactory results, revert to the 6-inch compacted lifts.

**120-7.2.1.3 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 120-9.2.4.

**120-7.2.2 Placing in Unstable Areas:** When 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 120-9.2.3 and 120-9.2.6.

**120-7.2.3 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.

**120-7.2.4 Placing Outside Standard Minimum Slope:** The standard minimum slope is defined as the plane described by a one (vertical) to two (horizontal) slope downward from the roadway shoulder point or the gutter line, in accordance with Standard Plans, Index 120-001 and 120-002. Where material that is unsuitable for normal embankment construction is to be used in the embankment outside the standard minimum slope, place such material in layers of not more than 18 inches in thickness, measured loose. The Contractor may also place material, which is suitable for normal embankment, outside such standard minimum slope in 18-inch layers. Maintain a constant thickness for suitable material placed within and outside the standard minimum slope, unless placing in a separate operation.

**120-7.3 Hydraulic Method:**

**120-7.3.1 Method of Placing:** When the hydraulic method is used, as far as practicable, place all dredged material in its final position in the embankment by such method. Place and compact any dredged material that is reworked or moved and placed in its final position by any other method, as specified in 120-9.2. Baffles or any other form of construction may be used if the slopes of the embankments are not steeper than indicated in the Plans. Remove all timber used for temporary bulkheads or baffles from the embankment and fill and thoroughly compact all voids. When placing fill on submerged land, construct dikes prior to beginning of dredging, and maintain the dikes throughout the dredging operation.

**120-7.3.2 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.

**120-7.3.3 Protection of Openings in Embankment:** Maintain openings in the embankments at the bridge sites. Remove any material which invades these openings or existing channels without additional compensation to provide the same 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.



## **120-8 Backfilling Around Structures and Pipe.**

### **120-8.1 Requirements for Structures and Pipes:**

**120-8.1.1 General:** Backfill around structures and pipe in the dry whenever normal dewatering equipment and methods can accomplish the needed dewatering. A LOT is defined as one lift of backfill material placement, not to exceed 500 feet in length or a single run of pipe connecting two successive structures, whichever is less. Backfill for structures and pipe compacted in one operation will be considered as one LOT within the cover zone. Backfill around structures compacted separately from the pipe will be considered as separate LOTs. Backfill on each side of the pipe for the first lift will be considered a separate LOT. Backfill on opposite sides of the pipe for the remaining lifts will be considered separate LOTs, unless the same compaction effort is applied. Same compaction effort is defined as the same type of equipment (make and model) making the same number of passes on both sides of the pipe. For multiple phases of backfill, a LOT shall not extend beyond the limits of the phase.

When placing backfill within a trench box, each lift of backfill is considered a LOT. Placement of backfill within a trench box limits will be considered a complete operation before trench box is moved for next backfill operation. When the trench box is moved for next backfill operation this will start new LOTs for each lift. Follow the density testing frequency in 125-9.3.1.

**129-8.1.2 Equipment and Methods:** Provide normal dewatering equipment including, but not limited to, surface pumps, sump pumps, wellpoints and header pipe and trenching/digging machinery. Provide normal dewatering methods including, but not limited to, constructing shallow surface drainage trenches/ditches, using sand blankets, perforated pipe drains, sumps, and siphons.

**120-8.1.3 Backfill Materials:** Backfill to the original ground surface or subgrade surface of openings made for structures, with a sufficient allowance for settlement. The Engineer may require that the material used for this backfill be obtained from a source entirely apart from the structure.

Do not allow heavy construction equipment to cross over culvert or storm sewer pipes until placing and compacting backfill material to the finished earthwork grade or to an elevation at least 4 feet above the crown of the pipe.

**120-8.1.4 Use of A-7 Material:** In the backfilling of trenches, A-7 material may be used from a point 12 inches above the top of the pipe up to the elevation shown 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:** 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, under the haunches of the pipes, around box culverts, and all structures including pipe culverts. When the backfill material is deposited in water, compact as specified in 125-8.2.5 and 125-8.3.4.

**120-8.1.6.1 Thick Lift Requirements:** The Contractor may elect to place material in thicker lifts of no more than 12 inches compacted thickness above the Soil Envelope if the embankment material is classified as Group 1 in the table below. If the embankment material is classified as Group 2 in the table below and the Contractor chooses to place material

in thicker lifts of no more than 12 inches compacted thickness above the soil envelope, then the Contractor must demonstrate with a successful test section that density can be achieved. Thick lift around structures is only allowed above the soil envelope of the connecting pipe. Notify the Engineer in writing prior to beginning construction of a test section. Construct a test section of the length of one LOT. Perform five quality control tests at random locations within the test section. All five tests must meet the density required by 120-9.2. Identify the test section with the compaction effort and soil classification in the project's records. In case of a change in compaction effort or soil classification, construct a new test section. When a test fails the requirements of 120-9.2, construct a new test section. The Contractor may elect to place material in 6 inches compacted thickness at any time.

Group	AASHTO Soil Class	Maximum Lift Thickness		Thick Lift Control Test Section Requirements	
		Within Cover Zone	Above Soil Envelope	Within Cover Zone	Above Soil Envelope
1	A-3	6 inches	12 inches	N/A	Not Needed
	A-2-4 (No. 200 Sieve $\leq$ 15%)				
2	A-1	6 inches without control test section	N/A	Maximum of 12 inches per 120-7.2.1.2	
	A-2-4 (No. 200 Sieve $>$ 15%)				
	A-2-5, A-2-6, A-2-7, A-4, A-5, A-6				
	A-7 (Liquid Limit $<$ 50)				

### 120-8.2 Additional Requirements for Structures Other than Pipe:

**120-8.2.1 Density:** Where the backfill material is deposited in water, obtain a 12 inch layer of comparatively dry material, thoroughly compacted by tamping, before the Engineer verifies layer and density requirements. Meet the requirements of the density Acceptance Criteria.

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

**120-8.2.3 Other Limited Areas:** Compact in other limited areas using mechanical tampers or approved hand tampers, until the cover over the structure is at least 12 inches thick. When hand tampers are used, deposit the materials in layers not more than 4 inches thick using hand tampers suitable for this purpose with a face area of not more than 100 in<sup>2</sup>. Take special precautions to prevent any wedging action against the masonry, and step or terrace the slope bounding the excavation for abutments and wingwalls if required by the Engineer.

**120-8.2.4 Culverts and Piers:** Backfill around culverts and piers on both sides simultaneously to approximately the same elevation.

**120-8.2.5 Compaction Under Wet Conditions:** Where wet conditions do not permit the use of mechanical tampers, compact using hand tampers. Use only A-3 material for the hand tamped portions of the backfill. When the backfill has reached an elevation and

condition such as to make the use of the mechanical tampers practical, perform mechanical tamping in such manner and to such extent as to transfer the compaction force into the sections previously tamped by hand.

**120-8.3 Additional Requirements for Pipe Greater than 12 Inches Inside Diameter:**

**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 the 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.

The Engineer may permit the use of coarse aggregate below the elevation at which mechanical tampers would be effective. Use coarse aggregate from approved sources for Aggregate Size Number 89, 8, 78, 7, 68, 6, or 57. Place the coarse aggregate such that it will be stable and firm. Fully wrap the aggregate with an appropriate geosynthetic filter fabric, as specified by the Engineer. Do not place coarse aggregate within 4 feet of the ends of the trench or ditch. Use normally accepted backfill material at the ends.

## **120-9 Compaction Requirements.**

**120-9.1 Moisture Content:** Compact the materials at a moisture content such that the specified density can be attained. If necessary, add water to the material, or lower the moisture content by manipulating the material or allowing it to dry, as is appropriate, to attain the specified density.

### **120-9.2 Compaction of Embankments:**

**120-9.2.1 Earthwork Category 1 and 2 Density Requirements:** The Engineer will accept a minimum density of 95% of the maximum density as determined by FM 1-T099 for all earthwork items requiring densities.

**120-9.2.2 Earthwork Category 3 Density Requirements:** The Engineer will accept a minimum of 100% of the maximum density as determined by FM 1-T099 for all densities required under category 3. Except for embankments constructed by the hydraulic method as specified in 120-7.3, and for the material placed outside the standard minimum slope as specified in 120-7.2.4, 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.

**120-9.2.3 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 120-7.2.2), compact the top 6 inches (compacted thickness) of such layer to the density as specified in 120-10.5.

**120-9.2.4 Compaction Where Plastic Material Has Been Removed:** Where unsuitable material is removed and the remaining surface is of soil classifications A-4, A-5, A-6, or A-7 per AASHTO M145, 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.

**120-9.2.5 Compaction for Pipes, Culverts, etc.:** Compact the backfill of trenches to the densities specified for embankment or subgrade, as applicable, and in accordance with the requirements of this section.

Thoroughly compact embankments over and around pipes, culverts, and bridges in a manner which will not place undue stress on the structures, and in accordance with the requirements of this section.

**120-9.2.6 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 needed for planting.

**120-9.2.7 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.

**120-9.3 Compaction of Subgrade:** If the plans do not provide for stabilizing, compact the subgrade in both cuts and fills to the density specified in 120-10.5. For cut areas, determine Standard Proctor Maximum Density in accordance with FM 1-T099 at a frequency of one per mile or when there is a change in soil type, whichever occurs first. For undisturbed soils, do not apply density requirements where constructing paved shoulders is 5 feet or less in width.

Where trenches for widening strips are not of sufficient width to permit the use of standard compaction equipment, perform compaction using vibratory rollers, trench rollers, or other type compaction equipment approved by the Engineer.

Maintain the required density until the base or pavement is placed on the subgrade.

## **120-10 Acceptance Program.**

**120-10.1 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 FM 1-T099.

**120-10.2 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 120-10.3.

**120-10.3 Density Testing Requirements:** Compliance with the requirements of 120-10.5 will be determined in accordance with 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).

**120-10.4 Soil Classification and Organic Content:** The Engineer will perform soil classification tests in accordance with AASHTO T88, T89, T90, and FM 1-T267. The Engineer will classify soils in accordance with AASHTO M-145 in order to determine compliance with embankment utilization requirements. The Engineer will verify the organic content test with the criteria specified in Standard Plans, Index 120-001.

**120-10.5 Acceptance Criteria:** The Engineer will accept a minimum density in accordance with 120-9.2 with the following exceptions:

- 1) embankment constructed by the hydraulic method as specified in 120-7.3;
- 2) material placed outside the standard minimum slope as specified in 120-7.2.4;
- 3) other areas specifically excluded herein.

**120-10.6 Frequency:** The Engineer will conduct sampling and testing at a minimum frequency listed in the table below.

Test Name	Frequency
Proctor Maximum Density	One per soil type
Density	1 per LOT (Alternate Lift)
Soil Classification and Organic Content	One per Maximum Density

### **120-11 Maintenance and Protection of Work.**

While construction is in progress, always maintain adequate drainage for the roadbed. Maintain a shoulder at least 3 feet wide adjacent to all pavement or base construction 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 and grades shown in the Plans, until final acceptance of the project.

### **120-12 Construction.**

**120-12.1 Construction Tolerances:** Shape the surface of the earthwork to conform to the lines and grades shown in the Plans. In final shaping of the surface of earthwork, maintain a tolerance of 0.3 foot above or below the finished graded surface with the following exceptions:

1. Shape the surface of shoulders to within 0.1 foot of the finished graded surface.
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 finished graded surface.

Ensure that the shoulder lines do not vary horizontally more than 0.3 foot from the true lines shown in the Plans.

**120-12.2 Operations Adjacent to Pavement:** Carefully dress areas adjacent to pavement areas to avoid damage to such pavement. Complete grassing of shoulder areas prior to placing the final wearing course. Do not manipulate any embankment material on a pavement surface.

When shoulder dressing is underway adjacent to a pavement lane being used to maintain traffic, exercise extreme care to avoid interference with the safe movement of traffic.

### **120-13 Method of Measurement.**

**120-13.1 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.

**120-13.2 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.

#### **120-14 Basis of Payment.**

**120-14.1 General:** Prices and payments for the work items included in this Section will be full compensation for all work described herein, including excavating, dredging, pumping, hauling, placing, and compacting; dressing the surface of the earthwork; and maintaining and protecting the complete earthwork.

**120-14.2 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.

**120-14.3 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.

### **334 ASPHALT CONCRETE FOR LAP (CLASS - D). (REV 3-2-22) (FA 7-2-21) (FY 2024-25)**

SECTION 334 is deleted and the following substituted:

#### **SECTION 334 ASPHALT CONCRETE FOR LAP (OFF-SYSTEM)**

##### **334-1 Description.**

**334-1.1 General:** Construct an Asphalt Concrete pavement 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 concrete mix that meets the requirements of this specification.

**334-1.2 Asphalt Work Mix Categories:** Construction of Asphalt Concrete Pavement will fall into one of the following work categories:

**334-1.2.1 Asphalt Work Category 1:** Includes the construction of bike paths and miscellaneous asphalt.

**334-1.2.2 Asphalt Work Category 2:** Includes the construction of new turn lanes, paved shoulders and other non-mainline pavement locations.

**334-1.2.3 Asphalt Work Category 3:** Includes the construction of new mainline pavement lanes, milling and resurfacing.

**334-1.3 Mix Types:** Use the appropriate mix type as shown in Table 334-1.

Asphalt Work Category	Mix Types	Traffic Level	ESALs (millions)
1	Type SP-9.5 <sup>(1)</sup>	A	<0.3
2	Structural Mixes: Types SP-9.5 or SP-12.5 <sup>(1)</sup> Friction Mixes: Types FC-9.5 or FC-12.5 <sup>(1)</sup>	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

(1) Equivalent mixes may be approved as determined by the Engineer. For example, Marshall S-III mixture type is equivalent to Superpave SP-9.5, Marshall S-I is equivalent to Superpave SP-12.5, and Marshall FC-3 is equivalent to Superpave FC-9.5.

For a Traffic Level A mixture, meet the mix design criteria for a Traffic Level B mixture and for a Traffic Level D mixture meet the mix design criteria for a Traffic Level E mixture.

At no additional cost to the Department, for a Type SP mix the following Traffic Level substitutions are allowed:

Traffic Level E can be substituted for Traffic Level D.

Traffic Level D or E can be substituted for Traffic Level C.

Traffic Level C can be substituted for Traffic Level B.

Traffic Level B or C can be substituted for Traffic Level A.

**334-1.4 Gradation Classification:** Asphalt concrete mixtures are classified as fine and are defined in Standard Specification 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 concrete pavement layers will be the plan thickness as shown in the Contract Documents. Before paving, propose a thickness for each individual layer meeting the requirements of this specification, which when combined with other layers (as applicable) will equal the plan thickness. For construction purposes, the plan thickness and individual layer thickness will be converted to spread rate using the following equation:

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

where:  $t$  = Thickness (in.) (Plan thickness or individual layer thickness)  
 $G_{\text{mm}}$  = Maximum specific gravity from the mix design



For target purposes only, spread rate calculations shall be rounded to the nearest whole number.

**334-1.5.1 Layer Thicknesses:** Unless otherwise called for in the Contract Documents, the allowable layer thicknesses for asphalt concrete mixtures are as follows:

Type SP-9.5, FC-9.5 ..... 1 to 1-1/2 inches

Type SP-12.5..... 1-1/2 to 3 inches

Type FC-12.5 ..... 1-1/2 to 2-1/2 inches

**334-1.5.2 Additional Requirements:** The following requirements also apply to asphalt Concrete 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 and maximum allowable thicknesses 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

Type SP-19.0..... 1-1/2 to 4 inches

3. Variable thickness overbuild layers constructed using a Type SP-9.5 or SP-12.5 mixtures may be tapered to zero thickness provided the contract documents require a minimum of 1-1/2 inches of dense-graded 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 Florida Department of Transportation (FDOT) specifications.

## **334-2 Materials.**

**334-2.1 Superpave Asphalt Binder:** Unless specified elsewhere in the Contract Documents, use an asphalt binder grade as determined from Table 334-2. If the Contract calls for an alternative binder, meet the requirements of FDOT Specification 916.

**334-2.2 Aggregate:** Use aggregate capable of producing a quality pavement. 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.

For Type FC mixes, use an aggregate blend that consists of approved friction course aggregates that consists of crushed granite, crushed granitic gneiss, crushed limestone, crushed shell rock, or a combination of the above. As an exception, mixes that contain a minimum of 60% of approved friction course aggregates of crushed granite and/or crushed gneiss may either contain: up to 40% fine aggregate from other sources of aggregate not approved for friction courses or a combination of up to 20% RAP and the remaining fine aggregate from other sources of aggregate not approved for friction courses. Mixtures utilizing High Polymer (HP) binder are not allowed to contain RAP.

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: <https://mac.fdot.gov/>.

### **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 subject to the following requirements:

1. Limit the amount of RAP material used in the mix to a maximum of 50% by weight of total aggregate.

2. Assume full responsibility for the design, production and construction of asphalt mixes which incorporate RAP as a component material.

3. Provide stockpiled RAP material that is reasonably consistent in characteristics and contains no aggregate particles which are soft or conglomerates of fines.

4. Provide RAP material having a minimum average asphalt content of 4.0% by weight of total mix. As an exception, when using fractionated RAP, the minimum average asphalt binder content for the coarse portion of the RAP shall be 2.5% by weight of the coarse portion of the RAP. The coarse portion of the RAP shall be the portion of the RAP retained on the No. 4 sieve. The Engineer may sample the stockpile to verify that this requirement is met.

4. When using RAP as a component material, prevent any oversized RAP from being incorporated into the completed mixture by the use of a grizzly or grid over the RAP bin; in-line roller or impact crusher; screen; or other suitable means. If oversized RAP material appears in the completed recycled mix, take the appropriate corrective action immediately. If the appropriate corrective actions are not immediately taken, stop plant operations.

**334-2.3.2 Material Characterization:** Assume responsibility for establishing the asphalt binder content, gradation, viscosity and bulk specific gravity ( $G_{sb}$ ) of the RAP material based on a representative sampling of the material.

**334-2.3.3 Asphalt Binder for Mixes with RAP:** Select the appropriate asphalt binder grade based on Table 334-2

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 aggregate (coarse, fine or mixtures thereof), mineral filler, if required, and asphalt binder material. Size, grade and combine the aggregate fractions to meet the grading and physical properties of the mix design. Aggregates from various sources may be combined.

#### 334-3.2 Mix Design:

**334-3.2.1 General:** Design the asphalt mixture in accordance with AASHTO R 35, 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.

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/her discretion, the Engineer may no longer allow the use of the mix design.

**334-3.2.2 Mixture Gradation Requirements:** Combine the coarse and fine aggregate 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. 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 M, as well as the Primary Control Sieve (PCS) Control Point from AASHTO M. Fine mixes are defined as having a gradation that passes above the primary control sieve control point and above the maximum density line for all sieve sizes smaller than the primary control sieve and larger than the No. 30 sieve. Use only fine mixes.

**334-3.2.3 Gyratory Compaction:** Compact the design mixture in accordance with AASHTO T 312, with the following exception: use the number of gyrations at  $N_{\text{design}}$  as defined in Standard Specification Table 334-4. Measure the inside diameter of gyratory molds in accordance with AASHTO T 312.

**334-3.2.4 Design Criteria:** Meet the requirements for nominal maximum aggregate size as defined in AASHTO M, as well as for relative density, VMA, VFA, and dust-to-binder ratio as specified in AASHTO M 323.  $N_{\text{initial}}$  and  $N_{\text{maximum}}$  requirements are not applicable.

**334-3.2.5 Moisture Susceptibility:**

1. For all traffic levels, use a liquid anti-strip agent listed on the APL at the specified dosage rate. Hydrated lime may be used instead of the liquid anti-strip agent.
2. Provide a mixture having a retained tensile strength ratio of at least 0.80 and a minimum tensile strength (unconditioned) of 100 psi in accordance with FM 1-T 283.

**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 ( $N_{\text{design}}$ ).
2. The source and description of the materials to be used.
3. The Department 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 ( $G_{\text{sb}}$ ) value for each individual aggregate and RAP component, as identified in the Department's aggregate control program.
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 340°F for High Polymer asphalt binders, 330°F for PG 76-22 asphalt binders, and 315°F for unmodified asphalt binders.

9. Provide the physical properties at the optimum asphalt content, which must conform to all specified requirements.

10. The name of the Construction Training Qualification Program (CTQP) mix designer.

11. The ignition oven and maximum specific gravity (Gmm) calibration factors.

12. The warm mix technology, if used.

### 334-4 Producer Process Control (PC).

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 for process control purposes.

### 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 laying operations.

#### 334-5.2 Limitations of Paving Operations:

**334-5.2.1 General:** Place 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 or prime coat, with acceptable spread rate, is properly broken or cured. Do not place friction course until the adjacent shoulder area has been dressed and grassed.

**334-5.2.2 Ambient Air Temperature:** Place the mixture only when the air temperature in the shade and away from artificial heat meets the requirements of Table 334-3. The minimum ambient temperature requirement may be reduced by 5°F when using warm mix technology, if mutually agreed to by both the Engineer and the Contractor.

Table 334-3 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
FC-5 <sup>(1)</sup>	65
<sup>(1)</sup> As an exception, place the mixture at temperatures no lower than 60°F, only when approved by the Engineer based on the Contractor's demonstrated ability to achieve a satisfactory surface texture and appearance of the finished surface. For mixtures containing PG 76-22 binder, the minimum ambient temperature may be further reduced to 55°F when using warm mix technology, if agreed to by both the Engineer and the Contractor.	

**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. Reject any load or portion of a load of asphalt mix at the plant or at the roadway with a temperature outside of its respective master range shown in Table 334-4. Notify the Engineer of the rejection immediately.

Table 334-4	
Mix Temperature Master Range Tolerance	
Location	Acceptable Temperature Tolerance
Plant	Mixing Temperature $\pm 30$ F
Roadway (mix in truck)	Compaction Temperature $\pm 30^{\circ}$ F

**334-5.4 Transportation of the Mixture:** Transport the mixture 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 that 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 Surface Preparation:**

**334-5.5.1 Cleaning:** Before placing the mixture, clean the surface of the base or underlying pavement 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 application rate 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 300-2		
Tack Coat Application Rates		
Asphalt Mixture Type	Underlying Pavement Surface	Target Tack Rate (gal/yd <sup>2</sup> ) <sup>1</sup>
Base Course, Structural Course, Dense-Graded Friction Course, Open-Graded Friction Course	Newly Constructed Asphalt Layers	0.06
	Milled Asphalt Pavement Surface, Oxidized and Cracked Asphalt Pavement, Concrete Pavement	0.09
Note 1: Target tack application rates greater than those specified may be used upon approval of the Engineer.		

When using a meter to control the tack or prime application rate, manually measure the volume in the tank at the beginning and end of the application area for a specific target application rate. Perform this operation at a minimum frequency of once per production shift. Resolve any differences between the manually measured method and the meter to ensure the target application rate is met in accordance with this Section. Adjust the application rate if the manually measured application rate is greater than plus or minus 0.01 gallons per square yard when compared to the target application rate.

**334-5.5.5 Curing and Time of Application:** Apply tack coat sufficiently in advance of placing bituminous mix to permit drying, but do not apply tack coat so far in advance that it might lose its adhesiveness as a result of being covered with dust or other foreign material.

**334-5.5.6 Protection:** Keep the tack coat surface free from traffic until the subsequent layer of bituminous hot mix has been laid.

### **334-6 Placing Mixture:**

**334-6.1 Alignment of Edges:** Place all asphalt mixtures by the stringline method to obtain an accurate, uniform alignment of the pavement edge. As an exception, pavement edges adjacent to curb and gutter or other true edges do not require a stringline. Control the unsupported pavement edge to ensure that it will not deviate from the stringline more than plus or minus 1.5 inches.

**334-6.2 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, standing 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.

**334-6.3 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.

**334-6.4 Hand Work:** In limited areas where the use of the paver is impossible or impracticable, the Contractor may place the mixture by hand.

**334-6.5 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.

**334-6.6 Thickness Control:** Ensure the spread rate is within 5% of the target spread rate, as indicated in the Contract. When determining the spread rate, use, at a minimum, an average of five truckloads of mix and at a maximum, an average of 10 truckloads of mix. When the average spread rate is beyond plus or minus 5% of the target spread rate, monitor the thickness of the pavement layer closely and adjust the construction operations.

When the average spread rate for two consecutive days is beyond plus or minus 5% of the target spread, stop the construction operation at any time until the issue is resolved.

The Engineer will allow a maximum deficiency from the specified spread rate for the total thickness as follows:

1. For pavement of a specified thickness of 2-1/2 inches or more: 50 pounds per

square yard.

2. For pavement of a specified thickness of less than 2-1/2 inches: 25 pounds per square yard.

Address the unacceptable pavement in accordance with 334-5.10.4, unless an alternative approach is agreed upon by the Engineer.

### **334-6.7 Leveling Courses:**

**334-6.7.1 Patching Depressions:** Before spreading any leveling course, fill all depressions in the existing surface as shown in the plans.

**334-6.7.2 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.

**334-6.7.3 Rate of Application:** When using Type SP-9.5 (fine graded) for leveling, do not allow the average spread of a layer to be less than 50 pounds per square yard or more than 75 pounds per square yard. The quantity of mix for leveling shown in the plans represents the average for the entire project; however, the Contractor may vary the rate of application throughout the project as directed by the Engineer. When leveling in connection with base widening, the Engineer may require placing all the leveling mix prior to the widening operation.

**334-6.8 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 coverages 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.

No vibratory compaction in the vertical direction will be allowed for layers one inch or less in thickness or, if the Engineer or Contract Documents limit compaction to the static mode only. Compact these layers in the static mode only. Other non-vertical vibratory modes of compaction will be allowed, if approved by the Engineer; however, no additional compensation, cost or time, will be made.

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.

### **334-6.9 Joints.**

**334-6.9.1 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. The Engineer may waive straightedge requirements for transverse joints at the beginning and end of the project, at the beginning and end of bridge structures, at manholes, and at utility 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.

**334-6.9.2 Longitudinal Joints:** Place each layer of pavement so all longitudinal construction joints are offset 6 to 12 inches laterally between successive layers. Plan offsets in advance so the longitudinal joints of the friction course are not in wheel path areas. The longitudinal joints for friction course layers should be within 6 inches of the lane edge or at the

center of the lane. The Engineer may waive these requirements where offsetting is not feasible due to the sequence of construction.

**334-6.10 Surface Requirements:** Construct a smooth pavement with good surface texture and the proper cross-slope.

**334-6.10.1 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 334-6.10.4.

**334-6.10.2 Cross Slope:** Construct a pavement surface with cross slopes in compliance with the requirements of the Contract Documents. Furnish a four-foot-long electronic level accurate to 0.1 degree, approved by the Engineer for the control of cross slope. Make this electronic level available at the jobsite at all times during paving operations.

**334-6.10.3 Pavement Smoothness:** Construct a smooth pavement meeting the requirements of this Specification. Furnish a 15 foot manual and a 15 foot rolling straightedge meeting the requirements of FM 5-509. Obtain a smooth surface on all pavement courses placed, and then straightedge all layers as required by this Specification.

**334-6.10.3.1 Straightedge Testing:**

**334-6.10.3.1.1 Acceptance Testing:** Using a rolling straightedge, test the final (top) layer of the pavement. Test all pavement lanes where the width is constant using a rolling straightedge and document all deficiencies on a form approved by the Engineer. Notify the Engineer of the location and time of all straightedge testing a minimum of 48 hours before beginning testing.

**334-6.10.3.1.2 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.

**334-6.10.3.1.3 Straightedge Exceptions:** Straightedge testing will not be required in the following areas: shoulders, intersections, tapers, crossovers, sidewalks, bicycle/shared use paths, parking lots and similar areas, or in the following areas when they are less than 250 feet in length: turn lanes, acceleration/deceleration lanes and side streets. The limits of the intersection will be from stop bar to stop bar for both the mainline and side streets.

As an exception, in the event the Engineer identifies an objectional surface irregularity in the above areas, straightedge and address all deficiencies in excess of 3/8 inch in accordance with 334-5.10.4.

**334-6.10.4 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.

**334-7 Acceptance of the Mixture.**

**334-7.1 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 334-7.2.



2. Asphalt Work Category 2 – Certification and process control testing by the Contractor as defined in 334-7.3

3. Asphalt Work Category 3 – Process control testing by the Contractor and acceptance testing by the Engineer as defined in 334-7.4.

**334-7.2 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.

**334-7.3 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.

**334-7.3.1 Process Control Sampling and Testing Requirements:** Perform process control testing at a frequency of once per day. Obtain the samples in accordance with FDOT Method FM 1-T 168. Test the mixture at the plant for gradation (P<sub>8</sub> and P<sub>200</sub>) and asphalt binder content (P<sub>b</sub>). Measure the roadway density with 6 inch diameter roadway cores at a minimum frequency of once per 1,500 feet of pavement with a minimum of three cores per day.

Determine the asphalt binder content of the mixture in accordance with FM 5-563. Determine the gradation of the recovered aggregate in accordance with FM 1-T 030. Determine the roadway density in accordance with FM 1-T 166. The minimum roadway density will be based on the percent of the maximum specific gravity (G<sub>mm</sub>) from the approved mix design. If the Contractor or Engineer suspects that the mix design G<sub>mm</sub> is no longer representative of the asphalt mixture being produced, then a new G<sub>mm</sub> value will be determined from plant-produced mix with the approval of the Engineer. Roadway density testing will not be required in certain situations as described in 334-7.4.1. Assure that the asphalt binder content, gradation and density test results meet the criteria in Table 334-6.

Characteristic	Tolerance
Asphalt Binder Content (percent)	Target $\pm$ 0.55
Passing No. 8 Sieve (percent)	Target $\pm$ 6.00
Passing No. 200 Sieve (percent)	Target $\pm$ 1.50
Roadway Density (daily average)	Minimum 91.5% of G <sub>mm</sub>
Roadway Density (any single core)	Minimum 88.0 % of G <sub>mm</sub>

**334-7.4 Process Control Testing by the Contractor and Acceptance Testing by the Engineer:** On Asphalt Work Category 3, perform process control testing as described in 334-6.3.1. In addition, the Engineer will accept the mixture at the plant with respect to gradation (P<sub>8</sub> and P<sub>200</sub>) and asphalt binder content (P<sub>b</sub>). The mixture will be accepted on the roadway with respect to density. The Engineer will sample and test the material as described in 334-7.3.1. 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 334-6. 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.

**334-7.4.1 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, open-graded friction courses, variable thickness overbuild courses, leveling courses, any asphalt layer placed on subgrade (regardless of type), miscellaneous asphalt pavement, bike/shared use paths, crossovers, gore areas, or any course with a specified thickness less than 1 inch or a specified spread rate less than 100 lb per square yard. Density testing for acceptance will not be performed on asphalt courses placed on bridge decks or approach slabs; 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 500 feet (continuous) in length: turning lanes, acceleration lanes, deceleration lanes, shoulders, parallel parking lanes, or ramps. Do not perform density testing for acceptance in situations where the area requiring density testing is less than 50 tons. 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. A random core location that occurs within the intersection shall be moved forward or backward from the intersection at the direction of the Engineer. 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.

### **334-8 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.

### **334-9 Basis of Payment.**

**334-1 General:** Price and payment will be full compensation for all the work specified under this Section.

**344 CONCRETE FOR LOCAL AGENCY PROGRAM (LAP) (CLASS - D).  
(REV 6-9-2021) (FA 7-2-21) (FY 2024-25)**

SECTION 344 is deleted and the following substituted:

**SECTION 344  
CONCRETE FOR LAP (OFF-SYSTEM)**

**344-1 Description.**

**344-1 General:** Construct concrete structures and other concrete members, based on the type of work as described in the Contract Documents and the concrete work categories as defined below.

**344-1.2 Work Categories:** Construction will fall into one of the following concrete work categories:

**344-1.2.1 Concrete Work Category 1:** Includes the construction of cast-in-place nonstructural concrete; including 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 and prestressed concrete products.

**344-1.2.2.1 Precast Concrete Drainage Structures:** Includes but are not limited to reinforced and non-reinforced concrete pipes, french drains, underdrains, inlets, manholes, junction boxes, endwalls, pipe culverts, storm sewers, and box culverts.

**344-1.2.2.1 Incidental Precast/Prestressed Concrete Structures:** Includes the fabrication, storage, transportation, and erection of prestressed concrete poles, concrete bases for light poles, highway sign foundations, retaining wall systems, traffic separators, sound barriers 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 and supplementary cementitious materials that meet the following requirements:

**344-2.1.1 Portland Cement:** Portland cements meeting the requirements of AASHTO M 85 or ASTM C150 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 C33.

**344-2.1.3 Water:** Water shall meet the requirements of ASTM C 1602.

**344-2.1.4 Chemical Admixtures:** Use chemical admixtures shall be listed on the FDOT Approved Products List (APL). Admixtures may be added at the dosage rates recommended by the manufacturer.

**344-2.1.5 Types of Cement:** Unless a specific type of cement is designated in the Contract Documents, use Type I, Type IL, Type IP, Type IS, Type II, Type II (MH) or Type III cement in all classes of concrete. Use Type IL or Type II (MH) for all mass concrete elements.

**344-2.1.6 Supplementary Cementitious Materials:** Supplementary Cementitious Materials shall meet the requirements of ASTM C618 and ASTM C 989, respectively. 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.

**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:** Obtain precast concrete products from plants that are currently on the FDOT's Production Facility Listing for the types of products that they are producing.

**344-3.1.3 Category 3:** Obtain structural concrete from a plant that is currently on the FDOT's Production Facility Listing for structural concrete.

**344-3.2 Classes of Concrete:** Meet the requirements of Table 344-1.

Table 344-1 Master Proportion Table <sup>(7)</sup>				
Class of Concrete	28-day Specified Minimum Compressive Strength ( $f_c'$ ) (psi)	Maximum Water to Cementitious Materials Ratio (pounds per pounds)	Minimum Total Cementitious Materials Content (lb/yd <sup>3</sup> )	Target Slump Value (inches) <sup>(3)</sup>
Category 1				
Class NS	2,500	N/A	N/A	N/A
Category 3				
I <sup>(1)</sup>	3,000	0.53	470	3 <sup>(2)</sup>
I (Pavement)	3,000	0.50	470	1.5 or 3 <sup>(5)</sup>
II <sup>(1)</sup>	3,400	0.53	470	3 <sup>(2)</sup>
II (Bridge Deck)	4,500	0.44	600 <sup>(8)</sup>	3 <sup>(2)</sup>
III <sup>(4)</sup>	5,000	0.44	600 <sup>(8)</sup>	3 <sup>(2)</sup>
III (Seal)	3,000	0.53	600 <sup>(8)</sup>	8
IV	5,500	0.41 <sup>(6)</sup>	600 <sup>(8)</sup>	3 <sup>(2)</sup>
IV (Drilled Shaft)	4,000	0.41	600 <sup>(8)</sup>	8.5
V (Special)	6,000	0.37 <sup>(6)</sup>	600 <sup>(8)</sup>	3 <sup>(2)</sup>
V	6,500	0.37 <sup>(6)</sup>	600 <sup>(8)</sup>	3 <sup>(2)</sup>
VI	8,500	0.37 <sup>(6)</sup>	600 <sup>(8)</sup>	3 <sup>(2)</sup>
VII	10,000	0.37 <sup>(6)</sup>	600 <sup>(8)</sup>	3 <sup>(2)</sup>

## Notes:

- (1) For precast three-sided culverts, box culverts, endwalls, inlets, manholes and junction boxes, the target slump value and air content will not apply. The maximum allowable slump is 6 inches, except as noted in (2). The Contractor is permitted to use concrete meeting the requirements of ASTM C478 (4,000 psi) in lieu of the specified Class I or Class II concrete for precast endwalls, inlets, manholes and junction boxes.
- (2) The Engineer may allow a maximum target slump of 7 inches when a Type F, G, I or II admixture is used. When flowing concrete is used, meet the requirements of Section 8.6 of the FDOT Materials Manual.
- (3) For a reduction in the target slump for slip-form operations, submit a revision to the mix design to the Engineer. The target slump for slip-form mix is 1.50 inches.
- (4) When precast three-sided culverts, box culverts, endwalls, inlets, manholes or junction boxes require a Class III concrete, the minimum cementitious materials content is 470 pounds per cubic yard. Do not apply the air content range and the maximum target slump shall be 6 inches, except as allowed in (2).
- (5) Meet the requirements of Section 350 of FDOT Specifications.
- (6) When silica fume or metakaolin is required, the maximum water to cementitious material ratio will be 0.35. When ultrafine fly ash is used, the maximum water to cementitious material ratio will be 0.30.
- (7) Tolerance for slump is  $\pm 1.5$  inches and Air Content range is 0.0% to 6.0%.
- (8) The minimum total amount of cementitious materials content of 600 pounds per cubic yard is required for extremely aggressive environment. For moderately and slightly aggressive environments, the required amounts are 550 lb/yd<sup>3</sup> and 510 lb/yd<sup>3</sup>, respectively.

**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 always met.

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 agrees with the QC plan.

**344-3.4 Concrete Mix Design:** Before producing any Category 1 or Category 2 concrete, submit the proposed mix designs to 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. For critical placements, with the Engineer's approval, the transit time may be extended to the allowable mixing time shown in the mix design.

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 Batchers 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 40°F.

During the curing period, if the National Oceanic and Atmospheric Administration (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.

Spray reinforcing bars and metal forms with cool fresh water just prior to placing the concrete in a method approved by the Engineer.

Assume all risks associated 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.

Unless the specified hot weather concreting measures are in effect, reject concrete exceeding 85°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 by the Engineer for category 2.

**344-3.9.3 Category 3:** The Engineer will randomly select a sample from each LOT to determine its 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 344-1. A LOT is defined as the concrete placement of 200 cubic yards or one day's production, whichever is less.

**344-3.10 Records:** Ensure the following records are available for review for at least 3 years after final acceptance of the project:

1. Accepted concrete Plant QC Plan.
2. Approved concrete mix designs.
3. Materials source (delivery tickets, certifications, certified mill test reports).
4. A copy of the scale company or testing agency report showing the signature of the scale company representative, date of inspection, observed deviations from quantities checked during calibration of the scales and meters.
5. A copy of the documentation certifying the admixture weighing/measuring devices.
6. Aggregate moisture control records including date and time of test.
7. Manufacturer's mixer information.
8. Certification documents for admixture weighing and measuring dispensers.
9. A daily record of all concrete batched for delivery to the projects, including respective mix design numbers and quantities of batched concrete.

**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 production facilities that are currently on the FDOT's Production Facility Listing for the types of products that they are producing. In addition, the producer's logo shall be stamped on the element. The producer shall not use the Florida Department of Transportation QC stamp on elements used on this project. Provide a statement of certification from the manufacturer of the precast element that the element meets the requirements of this Specification.

**344-4.3 Category 3 Work:** Category 3 concrete will be accepted based on the Engineer's test results for plastic properties and compressive strength requirements for the class of concrete as defined in Table 344-2. In addition, a Delivery Ticket as described in 344-3.5 will be required for acceptance of the material at the project site.

**344-4.4 Small Quantities of Concrete:** Category 3 concrete meeting the definition of 344-3.8 will be accepted in accordance with 344-4.3 based on test results for plastic properties and compressive strength.

**344-5 Method of Measurement.**

The quantities to be paid for will be the items shown in the plans, completed and accepted.

**344-6 Basis of Payment.**

Prices and payments will be full compensation for all work and materials specified in this Section.

**SCOPE OF WORK – INTENT OF CONTRACT.**

**(REV 10-25-21) (FA 1-26-22) (FY 2024-25)**

ARTICLE 4-1 is expanded by the following:

The Improvements under this Contract consist of Green ARtery Segment E project along North Boulevard from Sligh Avenue to East Bird Street. Improvements include bicycle boulevards along the following roadways: North Boulevard from Sligh Avenue to West Kirby Street, West Kirby Street from North Boulevard to North Rivershore Drive, and North Rivershore Drive from W Kirby Street to N Florida Ave. New crosswalks at the following intersections: North Boulevard and Clinton Street, North Boulevard and Lowry Lane, and North Boulevard and Kirby Street. Also included is approximately 0.6 miles of sidewalk along North Rivershore Drive from West Kirby Street to North Florida Avenue and widening sidewalks along North Florida Avenue from North Rivershore Drive to East Bird Street..

**CONTROL OF MATERIALS - SOURCE OF SUPPLY - DEPARTMENT'S APPROVED PRODUCT LIST (APL).**

**(REV 10-10-23) (FA 10-18-23) (FY 2024-25)**

SUBARTICLE 6-5.2 is deleted and the following substituted:

**6-5.2 Source of Supply:** Comply with 2 CFR 184 and 2 CFR 200.322, which includes the Buy America Sourcing Preferences of the Build America, Buy America Act (BABA). Domestic compliance for all affected products will be listed on the APL. The list of affected articles, materials, and supplies that have been added to the APL and are not identified in each individual Section can be found at the following URL:

<https://www.fdot.gov/programmanagement/ProductEvaluation/Default.shtm>.

**6-5.2.1 Steel and Iron:** 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.

**6-5.2.2 Manufactured Products:** Use Manufactured Products that are consumed in, incorporated into, or affixed to an infrastructure project that are manufactured in the United States, in accordance with BABA requirements and applicable waivers.

**6-5.2.3 Construction Materials:** Use non-ferrous metals, plastic and polymer-based products, glass, lumber, and drywall articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project that are manufactured in the United States, in accordance with BABA requirements.

**6-5.2.4 Exemptions to Build America, Buy America:** Temporary devices, equipment, and other items removed at or before the completion of the project are exempt from BABA funding eligibility requirements. Aggregates, cementitious materials, and aggregate binding agents or additives are exempted from BABA funding eligibility requirements.

# **SPECIFIC PROVISIONS - TRANSPORTATION**

-SPT-1-

FPID(S): 441338-2-58-01

**SP-1.01 MOBILITY DEPARTMENT TRANSPORTATION DIVISION (TSS)  
TECHNICAL SPECIFICATIONS:**

Division II & III of the Florida Department of Transportation Standard Specifications, FY2023-24 Edition, with revisions provided in the Technical Specification Special Provisions.

The following hierarchy of the contract documents shall apply:

The TSS Technical Specifications shall govern, except as noted herein.

In the case of apparent conflict with the project plans, the Specific Provisions shall govern.

**SP-2.01 BID ITEMS:**

It is the intent of these Contract Documents that any items of work and all costs for which compensation is not directly provided by a bid item but are incidental to various project items of work, shall be prorated and included in the bid item for which they are required. Failure of the Contractor to follow this procedure shall be the basis for rejection of its bid.

**SP-2.02 WORK DIRECTIVE CHANGE:**

A Work Directive Change is a written directive to the Contractor, issued on or after the date of the execution of the Agreement, and signed by the Engineer on behalf of the City, ordering an addition, deletion or revision in the work, or responding to an emergency. A Work Directive Change will not change the contract price or the time for completion, but is evidence that the parties expect that the change directed or documented by a Work Directive Change will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the contract price or the time of completion.

Without invalidating the Agreement, certain additions, deletions or revisions in the work may, at any time or from time to time, be authorized by a Change Order or a Work Directive Change. Upon receipt of any such document, the Contractor shall promptly proceed with the work involved.

**SP-2.03 LINES AND GRADES:**

The General Provisions Section G-8.01 and G-8.02 are revised to read as follows:

**G-8.01 General:**

All work done under this contract shall be constructed in accordance with the lines and grades as shown on the plans or as directed by the Engineer. The full responsibility for keeping alignment and grade shall rest upon the Contractor.

The Engineer will establish Benchmarks and baseline controlling points only.

**G-8.02 Surveys:**

The Contractor shall furnish and maintain, with no additional payment, stakes and other

## SPECIFIC PROVISIONS - TRANSPORTATION

such material as may be required for setting reference marks; and shall, with no additional payment, establish all working or construction lines and grades as required from the reference marks set by a Florida Registered Professional Surveyor and Mapper hired and/or employed by the Engineer, and shall be solely responsible for the accuracy thereof. The Contractor shall, however, be subject to the check and review of a Florida Registered Professional Surveyor and Mapper hired and/or employed by the Engineer the Engineer.

Pay items requiring survey information, such as embankment or excavation, shall be documented by of a Florida Registered Professional Surveyor and Mapper. In addition, plotted cross sections and quantity computations must be supplied and certified. All surveys shall be performed using electronic data collection for data acquisition. All drawings shall be submitted in the most current version of AutoCad being used by the COT department requiring the survey. All surveys must meet the Minimum Technical Standards set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027, Florida

Statutes. All surveys must also meet any standards or specifications which may be included as part of the scope of contract.

### **SP-2.04 REQUIREMENTS FOR CONTROL OF THE WORK:**

Prior to the start of the work included in this contract, a Preconstruction Conference will be held by the Engineer to be attended by the Contractor and representatives of the various utilities and others for the purpose of establishing a schedule of operations which will coordinate the work to be done under this contract with all related work to be done by others within the limits of the project. The Contractor shall be prepared for this meeting and shall present a comprehensive construction schedule for all items of work to be accomplished, which will be used as the basis for the development of an overall operational schedule and a list of subcontractors and material suppliers to be used on this work.

All items of work in this contract shall be coordinated so that progress on each related work item will be continuous from week to week. The progress of the work will be reviewed by the Engineer at the end of each week, and if the progress on any item of work during that week is found to be unsatisfactory, the Contractor shall be required to adjust the rate of progress on that item or other items as directed by the Engineer.

The Contractor shall conduct operations in such a manner as will result in the minimum of inconvenience to occupants of adjacent homes and business establishments and shall provide temporary access as directed or as conditions in any particular location may require.

Access to adjacent residential, public and commercial properties shall be provided at all times during the contract period.

The Contractor shall restore to its previous condition as directed by the Engineer any private property, City property, or utilities damaged by its construction. No payment shall be made to the

Contractor for any required restoration of private property, City property or utilities, unless otherwise noted.

The prime contractor is responsible for organizing the work of and coordination with any and all Utility Agency Owners involved within the project limits. The Utility Relocation Schedules submitted during the design phase have been provided

**SP-2.05 REFERENCE STAKES:**

Add the following paragraph to General Provision Section G-8.03:

The Contractor shall, with no additional payment, furnish and install reference stakes at all even and half-stations along the project survey baseline.

These stakes shall be maintained for the duration of construction for the purpose of the Engineer's reference.

**SP-2.06 CONTRACTOR'S WEEKLY SCHEDULE:**

In order that the Contract Administration personnel may be advised of the work to be performed, the Contractor may be required to submit weekly to the Engineer of its designated representative a schedule indicating the proposed work plan for the forthcoming week. Such shall be delivered to DT&SS not later than Friday preceding the work plan week unless other arrangements have been made for this submittal.

**SP-2.07 MONTHLY CONSTRUCTION ESTIMATES AND RELEASE OF LIEN:**

The Contractor shall prepare on or about the first day of each month an estimate of the work completed in the preceding month. Said estimate shall be prepared on standard forms provided by the Engineer, and three (3) signed originals shall be provided by the Contractor. Any disputed quantities shall be adjusted as directed by the Engineer prior to each partial payment, as provided for in Article 10.05 of the Agreement.

Certification that all subcontractors have been paid for the previous month's work shall be submitted with each partial payment request on forms provided by the Engineer.

An update of the overall project schedule shall be submitted with each partial payment request.

**SP-2.08 CONTRACTOR'S REPRESENTATIVE:**

Add to Article 8.02 of the Agreement:

"The Contractor shall submit in writing to the Construction Engineer the name of its duly authorized representative who will be present on the job during all work activities and is authorized to make decisions for the Contractor. Any change in the contractor's representative shall require written notification to the Construction Engineer prior to such

change".

**SP-2.09 NOTICE AND SERVICE THEREOF:**

All notices, which shall include demands, instruction, requests, approvals, and claims, shall be in writing.

Any notice to or demand upon the Contractor shall be sufficiently given if delivered to the Contractor's representative at the construction site or to the office of the Contractor specified in the bid (or to such other offices as the Contractor may, from time to time, designate to the City in writing), or if deposited in the United States mail in a sealed, postage-prepaid envelope, or delivered, with charges prepaid, to any telegraph company for transmission, in each case addressed to such office.

All notices required to be delivered to the City shall, unless otherwise specified in writing to the Contractor, be delivered to the Engineer, 3808 E. 26th Avenue, Tampa, Florida 33605, and any notice to or demand upon the City shall be sufficiently in the United States mail in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission, in each case addressed to said Engineer or to such other representative of the City or to such other address as the City may subsequently specify in writing to the Contractor or to its representative at the construction site for such purposes.

Any such notice or demand shall be deemed to have been given or made as of the time of actual delivery or (in the case of mailing) when the same should have been received in due course of post or (in the case of telegram) at the time of actual receipt, as the case may be.

**SP-2.10 CONTRACTOR'S FIELD OFFICE:**

The Contractor will not be required to provide a Contractor's field office.

The Contractor, however, shall have Contract Documents, the latest approved working drawings, standard drawings and a representative of the Contractor available at the site during regular working days.

**SP-2.11 ENGINEERING'S FIELD OFFICE:**

An Engineering field office shall not be required for this project.

A functional, portable cellular telephone and separate lockable sanitary facilities shall be provided to the Engineer for use throughout the duration of the project.

All costs associated with the cellular telephone (local calls only) and sanitary facilities shall be borne by the Contractor. No separate payment shall be made for these services.

**SP-2.12 DAMAGE TO ADJACENT STREETS:**

Any streets (including detour routes) consisting of travel lanes, curbs, gutters and shoulders, outside the project area (not designated for construction), which are determined by the Engineer to have been damaged due to negligent construction related operations and/or equipment, shall be restored by the Contractor to its original or better condition without any cost to the City and to the satisfaction of the Engineer.

**SP-2.13 PROJECT PHOTOGRAPHS:**

The Contractor will not be required to furnish photographs of the project; however, the Engineer may or may not take photographs of the area immediately prior to and after completion of the construction for record and information. To assure that there will not be any conflict with this photography, the Contractor shall not perform clearing operations or actions which will disturb any street or area within the project until the Engineer has been advised thereof and has had adequate opportunity to perform the desired photography.

**SP-2.14 PRECONSTRUCTION VIDEO:**

Prior to commencing work, the Contractor shall submit to the Engineer for approval, a DVD containing a continuous color video recording including complete coverage of pre-construction conditions of all surface features within the construction's zone of influence, (including detour routes) simultaneously produced audio commentary and electronic display of time and date. The video recording shall be sufficient to fulfill the technical and forensic requirements of the project and provide continuous unedited coverage, establishing locations and viewer orientation with clear, bright, steady and sharp video images with accurate colors free of distortion or other imperfections. The DVD must be accompanied by a detailed log of its contents including date, locations, video counter numbers and features. No work shall be allowed until the completed DVD and log are approved by the Engineer.

The costs associated with preparing the project's preconstruction video shall be included in the contract price for Mobilization.

**SP-2.15 PROJECT CLEAN-UP:**

Clean-up on this project is extremely important and the Contractor will be responsible for keeping the construction site neat and clean with debris being removed regularly as the work progresses.

If project cleanliness and/or dust control reaches an unacceptable level in the opinion of the Engineer, the Engineer will notify the Contractor in writing. If the Contractor does not act to correct the situation within 4 hours in the case of dust control or within 24 hours in the case of general cleanliness, the Engineer may call upon outside forces to provide the appropriate services. Cost of all such activities shall be charged to the Contractor via contract change order.

**SP-2.16 CITY PERMITS:**

The Contractor shall be responsible for obtaining all applicable City permits for this project. These can include but may not be limited to: Right-of-way permit(s), tree removal/site clearing permit(s), and drainage/earthwork permit(s). The Contractor shall supply any required plans or other information to the issuing department.

The time required to prepare, submit, review, and issue the permits shall be included in the contract time and no payment shall be made for any delay incurred by this process.

Cost for obtaining City permits shall be included in the lump sum cost for mobilization (Item No. 101-1), and no separate payment shall be made. Right-of-way permit fee shall be waived by the City.

All subcontractors working on the project shall obtain their own, separate permits as above.

**SP-2.17 AS-BUILT PLANS:**

The Contractor shall provide the Engineer with “As-Built” plans, as follows:

1. All As-Built information shall be annotated by a Florida Registered Professional Surveyor and Mapper on a separate layer of each AutoCAD drawing file as provided on a disk by the City. Annotation of the new drawing files shall be in accordance with City of Tampa TSS drafting standards, as well as the Standards of Practice set forth by the Florida Board of Professional Surveyors and Mappers in chapter 5J-17 of the Florida Administrative Code, pursuant to section 472.027 Florida Statutes. Settings shall be as follows: Color: CYAN, Linetype: CONTINUOUS, Font: ROMANS, Layer Name: AS-BUILT, AutoCAD Menu Name: ACAD.MNU, and File Format: AUTOCAD latest version.
2. All surveys shall be completed and certified by a Florida Registered Professional Surveyor and Mapper hired and/or employed by the Contractor, and shall be in accordance with the Standards of Practice set forth by the Florida Board of Professional Surveyors and Mappers in chapter 5J-17 of the Florida Administrative Code, pursuant to section 472.027 Florida Statutes. Survey data shall be submitted as an electronic data file in AutoCAD latest version. The Contractor shall also include as supporting data the ASCII files of digital raw survey data, closure reports, adjustment reports, and/or copies of any handwritten field notes or sketches.
3. “As-Built”, or “Record”, surveys, as may be required by contract, or agreement, shall consist of survey data collected on all constructed improvements, so they may be compared to and contrasted with the design plans and/or construction drawings. The annotated disk shall delineate all changes and deviations to the planned improvements within the project limits, to include, but not be limited to, pavement, curb & gutter, sidewalk, driveways, inlets, manholes, all piping, inverts, ditches, ponds, valves,



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hydrants, water meters, signalization, hand holes, signing & pavement marking, landscaping, and irrigation. All changes and deviations shall be delineated by Station-Offset and vertical alignment values and shall be clearly shown on the drawing files.

4. The Contractor shall comply with the above requirements and shall submit one check print set of the plans at the same scale as the construction plans, and all the supporting survey data files, to the Engineer for review within three weeks of substantial completion of the project. Final payment for the project shall not be made until the As-Built information is received for review, any corrections are made, and approval granted by the Engineer. Upon approval, the Contractor shall provide the final As-Built drawings on the disk, at the same scale as the construction plans. These files shall be AutoCad Drawings or AutoCad Design Web Format and Adobe PDF

The cost for this work shall be included in the contract price for Mobilization and no separate payment shall be made for meeting the above As-Built requirements.

### **SP-3.01 STREET CLOSURE AND MAINTENANCE OF TRAFFIC:**

A City of Tampa permit for construction and maintenance operations within public Rights of Way will be required for every street, lane, or sidewalk closure within City of Tampa Rights of Way.

These permits will establish the minimum requirements for the closure related to number of lanes and/or time of day lanes or street may be closed above what is show in the plans. The Contractor shall adhere to the requirements as described in the permit(s).

The Contractor shall furnish and maintain all necessary signs, pavement markings, barricades, lights, and flagmen necessary to control all vehicular and pedestrian traffic and provide for safety of the public, all in compliance with the current Florida Department of Transportation Roadway and Traffic Design Standards and the FHWA Manual on Uniform Traffic Control Devices.

The Contractor shall observe traffic movements through the work site and inspect all traffic control devices on a regular basis to ensure that all devices are properly installed and functioning as intended.

In cases of closure for street, lane, or sidewalk on the City of Tampa Functionally Classified Network (collectors, minor arterials, and principal arterials), including all State Roads, the Contractor shall provide a maintenance of traffic plan to the City of Tampa, Transportation Division. This plan shall be provided at least seventy-two hours in advance of the closure (excluding weekends) and shall contain the following:

1. Proposed detour routes.
2. Signing of the complete construction area and detour routes.

Advance notice information signs advising the public of scheduled closure of major roadways and/or information signs advising the public of points of closure and detour routes may be required

by the Engineer and will be installed at the Contractor's expense.

Payment shall be full compensation for all work, equipment, materials, tools, labor and any incidentals required to maintain safe traffic routes past the work site.

Payment shall be made under

Item No. 102-1                      Maintenance of Traffic                      L.S.

**SP-3.02 TRAFFIC INFORMATION SIGNS:**

The Contractor's attention is directed to Section 10 of the General Provisions, PROTECTION OF WORK AND PUBLIC, and to the consideration therein for providing informative signs indicating the street closures. It is the purpose of such requirements to adequately inform residents and the general public of the closure thereby creating better understanding and relations during the construction.

**SP-3.03 PROJECT SIGN:**

The Contractor shall furnish 2 project sign(s) which shall conform to the general configuration and dimensions per City of Tampa criteria. The sign(s) shall be maintained in good condition until the completion of the project, and shall be located as instructed by the Construction Engineer.

The cost of furnishing and maintaining the signs shall be included in the various contract items and no additional compensation shall be made.

**SP-3.04 TEMPORARY SIGNALIZATION: (NOT APPLICABLE)**

**SP-3.05 NIGHT WORK:**

If the Contractor wishes to perform night work, he shall notify the Engineer 72 hours in advance and all night work shall be performed in accordance with the following requirements:

During active nighttime operations, furnish, place and maintain lighting sufficient to permit proper workmanship and inspection. Use lighting with 5 ft-cd minimum intensity. Arrange the lighting to prevent interference with traffic or produce undue glare to property owners. Operate such lighting only during active nighttime construction activities. Provide a light meter to demonstrate that the minimum light intensity is being maintained.

Lighting may be accomplished by the use of portable floodlights, standard equipment lights, existing street lights, temporary street lights, or other lighting methods approved by the Engineer.

Submit a lighting plan at the Preconstruction Conference for review and acceptance by the Engineer. Submit the plan on standard size plan sheets (not larger than 24 by 36 inch), and on a scale of either 100 or 50 feet to 1 inch. Do not start night work prior to the Engineer's acceptance of the lighting plan.

During active nighttime operations, furnish, place and maintain variable message signs to alert approaching motorists of lighted construction zones ahead. Operate the variable message signs only during active construction activities.

Include compensation for lighting for night work in the Contract prices for the various items of the Contract. Take ownership of all lighting equipment for night work.

No additional payment shall be made for night work required by the project plans or specifications.

**SP-3.06 TEMPORARY TRAFFIC STRIPING: (NOT APPLICABLE)**

**SP-4.01 DENSITY REQUIREMENTS:**

The subgrade, subbase and base densities shall be 98% of the Modified Proctor for all vehicular travel ways. The density requirements for asphaltic concrete and soil cement shall be 96% of the Laboratory Standard Proctor. All other locations shall attain densities of 98% of the Modified Proctor.

**SP-4.02 STABILIZATION:**

Type "C" stabilization, 12" thick shall obtain a minimum Florida Bearing Value (FBV) of 75 p.s.i.

**SP-4.03 SOIL BORING INFORMATION: (NOT APPLICABLE)**

**SP-4.04 TEMPORARY STOCKPILING:**

For temporary stockpiling of the excavated material within project limits (and anywhere within City limits) the Contractor shall follow the following procedure.

Public Right of Way

- a. The Contractor will not be allowed to stockpile suitable, excavated material within right- of-way for a period in excess of 30 calendar days. Unsuitable excavated material shall not be stockpiled within public right-of-way for a period in excess of 7 calendar days.

Location other than Public Right-of-Way

- b. The Contractor shall:
  1. Obtain the permission (in writing) from the owner of the property where stockpiling is desired.
  2. At its own expense present the above letter and a contour plan of the site to the DT&SS Construction Engineer for approval of stockpiling site.

## SPECIFIC PROVISIONS - TRANSPORTATION

3. At the conclusion of the stockpiling activity, the Contractor shall obtain a signed letter of release from the property owner that he/she is completely satisfied with the stockpiling operation and with the restoration of their property. A copy of the letter shall be furnished to the Engineer.

The time periods of stockpiling shall be specified by the Contractor in writing.

Upon removal of stockpiled material, the Contractor shall clean up and grade the site to its original contours and conditions.

The City of Tampa shall not be a party to any agreement between the Contractor and private property owner(s).

Regardless of the location of stockpiling, it shall be the Contractor's responsibility to make sure that stockpiling in no way constitutes a public hazard, nuisance and does not interfere with the natural surface runoff in the area.

### **SP-4.05 DEWATERING:**

Any dewatering related to this project will not be a separate bid item. The cost shall be included in the price of the facility being installed at that location and/or any related pay items.

### **SP-4.06 COMPACTION OF SUITABLE CLAY FILL MATERIAL:**

The Contractor shall have equipment available to properly compact any suitable clay fill material at no additional cost to the City.

### **SP-4.07 IDENTIFIED AREAS OF CONTAMINATION (NOT APPLICABLE)**

### **SP-5.01 UTILITY PROTECTION CONSIDERATIONS:**

The Contractor shall protect all utilities and other facilities within and adjacent to the construction as covered in Section G- 1.03, unless a utility firm has conclusively indicated, or such is shown on the plans, that the certain adjustment, removal, reconstruction, or protection of the utility's facility will be performed by that respective utility.

The Contractor shall make every effort to protect all water mains. If the main is damaged or lost, the Contractor shall replace the affected line in strict accordance with the City of Tampa Water Department Specifications and Construction Standards, latest edition, at no extra cost to the City, and he shall assure that service is maintained at all times.

The Contractor shall make every effort to protect all sanitary sewer lines. If the main is damaged or lost, the Contractor shall replace the affected line in strict accordance with the City of Tampa Department of Sanitary Sewer Specifications and Construction Standards, latest edition, at no extra cost to the City.

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It will be the Contractor's responsibility to preserve all existing sanitary sewer services without interruption during the construction of storm sewers or the repairs or reconstruction of sanitary sewers.

When the construction of storm sewers, repair or reconstruction of sanitary sewers has been completed, all temporary connections shall be removed. Sewers shall be cleaned of all settled solids.

The cost of handling sanitary sewers during construction, including cost of all labor, materials, and equipment or other items incidental to completing the job, shall be included in the contract price as bid for the contract items and no separate payment shall be made.

It will be the Contractors responsibility to preserve all existing ditches, swales, force main, gravity main, laterals, etc., and other stormwater appurtenances and facilities pertaining thereto whether owned or controlled by City, other governmental bodies or privately owned by individuals, firms or corporations.

Any temporary measures constructed shall first be approved by the Engineer. The cost of such temporary measures shall be included in the contract price bid for storm sewer items and no separate payment shall be made.

The Contractor shall furnish, install, and remove sheeting and shoring and other protective measures as may be necessary to satisfactorily accomplish the construction of this project. The cost of such sheeting and shoring and other protective measures shall be included in the unit prices as bid for the storm sewer items and no separate payment shall be made.

Compensation for steel sheeting and shoring furnished, installed and removed shall be paid for as extra work in accordance with Article 7.02, EXTRA WORK, on Page A-18 of the Tampa Agreement when approved for use by the Engineer. Such approval shall be for its use only, and the Contractor shall have full responsibility for the design, installation, and removal of the sheeting and shoring. The Contractor shall obtain the services of a registered Professional Engineer to design and certify the sheeting and shoring plans.

### **SP-5.02 ADJUSTMENT OF UTILITIES AND PUBLIC SERVICE INSTALLATIONS:**

Storm and sanitary sewer manhole covers, valve covers or boxes, water meter boxes, and vaults located within the limits of construction of the pavement or sidewalk area to be constructed, reconstructed or overlaid shall be relocated or adjusted by the Contractor to conform with the new pavement or sidewalk elevation as a part of the work of constructing or reconstructing the pavement or sidewalk and no separate payment will be provided therefor.

Appurtenances of other utilities will be relocated or adjusted by the utility company owning or having jurisdiction over the respective utility.

**SP-5.03 REMOVAL OR ADJUSTMENT OF PUBLIC UTILITIES:**

The Contractor will make necessary arrangements with public utility owners, including the City of Tampa Water and the City of Tampa Sanitary Sewers, for removal or adjustments of existing utilities, whether shown or not shown on the plans, where such removal or adjustment is determined by the Engineer to be essential to the performance of the required construction, provided normal construction procedures are used by the Contractor.

Relocations or adjustments requested by the Contractor on the basis of the use of a particular method of construction or a particular type of equipment shall not be considered as being essential to the construction of the project if other commonly used methods or equipment could be employed without the necessity of relocating or adjusting the utility. The Engineer will determine the responsibility for any such adjustment of utilities.

Relocations or adjustments requested for the Contractor's convenience or because of delivery of materials to the job site shall be the responsibility of and at the expense of the Contractor.

The Contractor shall be required to coordinate its activities with relocation work by the utilities. A schedule for relocation work will be presented to the Contractor at the pre-construction conference. This schedule may be adjusted to "fit" the Contractor's proposed schedule, but it will include periods during which the Contractor's ability to perform work in the relocation area will be limited, with no additional compensation.

**SP-6.01 USE OF CITY WATER SYSTEM:**

The Contractor shall be responsible for obtaining and paying for a Tampa Water Department portable meter that shall be utilized when obtaining water from the City system. These costs shall be included in the various contract items and no additional compensation shall be made.

**SP-6.02 WATER MAIN CONSTRUCTION AND/OR OFFSET: (NOT APPLICABLE)**

**SP-6.03 WATER SERVICE CONNECTIONS: (NOT APPLICABLE)**

**SP-7.02 SANITARY SEWER HOUSE LATERAL EXTENSION: (NOT APPLICABLE)**

**SP-8.01 FILLING LOW AREAS WITHIN CITY LIMITS:**

The Contractor under Sec. 21-27 (Permit Requirements) of the City of Tampa Code is prohibited from filling any area public or private (except where shown on the construction plans) within the project limits or anywhere within the City limits without a permit.

For filling and/or grading any area, the owner of such area shall obtain a permit from the Stormwater Management Division, Department of Sanitary Sewers, City of Tampa. The owner shall submit existing and proposed contour plans of the area to be filled and the adjacent land for determination if a permit could be issued. Drainage patterns cannot be altered to the detriment of neighboring property owners or public rights-of-way.

Concurrently the permit application will be reviewed by the Parks Department.

The Contractor shall not deposit any fill material within the City limits without an approved permit. A copy of the permit shall be submitted to the Engineer, by the Contractor prior to any filling or grading operation.

**SP-8.02 ENVIRONMENTAL PROTECTION:**

The Contractor will be held liable for the violation of any and all environmental regulations. Violation citations carry civil penalties and in the event of willful violation, criminal penalties. The fact that the permits are issued to the City does not relieve the Contractor in any way of its environmental obligations and responsibilities.

**SP-8.03 CONFLICT STRUCTURE: (NOT APPLICABLE)**

**SP-8.04 REINFORCED CONCRETE PIPE/BOX: (NOT APPLICABLE)**

**SP-8.05 CONSTRUCTION OF PAVED SUMP BETWEEN INLET AND EDGE OF PAVEMENT: (NOT APPLICABLE)**

**SP-8.06 DRAINAGE STRUCTURES:**

1. All inlets and manholes shall, unless otherwise directed by the Engineer, be constructed as per design plans and applicable design standards. All manholes shall be Traffic Bearing type. It shall be the responsibility of the Contractor to assure that the designated sizes of the drainage structures meet the following criteria:
  - a. The minimum distance from the top of the opening for the highest pipe to the bottom of the top slab shall be ten inches (10"); 12"+ from top of pipe to bottom of top slab, before "stack" is used.
  - b. The minimum diameter for stacks shall be as follows:

Twenty-four inches (24") for four feet (4') heights, Thirty-six inches (36") for four feet (4') to six feet (6') heights, and Forty-eight inches (48") for heights over six feet (6').

The stacks shall be symmetrical about the openings, five inches (5") minimum wall thickness, reinforced, and keyed (unless constructed of brick) as per the appropriate FDOT standard plans.
  - c. The minimum distance between pipe openings shall be nine inches (9").
  - d. For four-sided structures having openings in one or more corners, individual shop drawings must be submitted for prior approval.

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2. If warranted by field conditions and directed by the Engineer, the Contractor shall, at such locations, construct rectangular brick drainage structures (in place of concrete drainage structures), according to the standards specified below:

Brick construction shall be as follows:

- a. Wall thickness minimum eight inches (8") up to eight feet (8') height, unless specified otherwise.
  - b. Wall thickness minimum twelve inches (12") up to twelve feet (12') height, unless specified otherwise.
  - c. Brick shall be laid in 1:2 (Portland cement-sand) mortar.
  - d. Before laying the bricks in mortar, the bricks shall be thoroughly sprinkled with clean water (not to saturation extent).
  - e. Brick for manhole and inlet structures shall be laid in stretcher courses, with every sixth course a header course.
  - f. All brick structures shall be plastered smooth inside and outside with 1/2" thick, 1:2 (Portland cement-sand) mortar.
  - g. No "unsound" brick shall be used. As a test, if a light hammer blow, with the brick held lightly in hand, does not produce a uniform crisp ringing sound, the brick shall be construed to have crack(s), or otherwise unsound and shall be rejected.
  - h. All bricks shall be solid clay.
3. No additional compensation shall be paid for brick structures.
  4. For all types of manholes, the top and bottom slabs shall be as per applicable D.O.T. standard plans, even if brick is allowed to be used in the manhole walls. The following criteria shall apply to slab thicknesses and steel reinforcements:
    - a. Top and bottom slabs shall have the same thicknesses and reinforcements in any manhole structure.
    - b. The minimum slab thickness and reinforcement shall be: 8" thick and #6 bars at 6" centers both ways.
    - c. 4'x6' or larger manholes including circular manholes with inside diameter of 5.0' or larger shall have 10" thick slabs with #7 bars at 6" centers both ways.



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- d. Unless specified on the plans, four sided structures with both inside dimensions in excess of 8.0' and circular structures with inside diameter in excess of 8.0' shall not be covered by D.O.T. and the above criteria.
5. All grate inlets shall conform to the City of Tampa design standards.
6. Grates on inlets, as well as all other structures, shall be Traffic Bearing Type, unless specified otherwise, and subject to approval of the Engineer. All grate inlets shall be fitted with an approved metal frame at the top to seat the grates.
7. All Type-P manholes shall be bid at one average unit price regardless of size and shape. Similarly, all Type-J manholes will be bid at one average unit price regardless of size and shape unless indicated otherwise in the proposal.
8. Vertical support columns (one in case of Type 5 inlet) shall be constructed by the contractor, as a part of the D.O.T. Type 5 and 6 curb inlets, where and as directed by the Engineer.
9. The Contractor, if so directed by the Engineer in order to better meet site requirements, shall construct B-S-1, B-R-2, B-V-1, or B-R-1 type curb inlets in lieu of D.O.T. Type 5 and 6 curb inlets and vice-versa without additional cost to the  
  
City. P-5 and P-6 inlets shall have 3'-6" x 3'-6" substructures unless oversize pipe is to be accommodated or otherwise directed by the Engineer.  
  
Side openings in curb and grate type inlets may be specified in the plans to meet site conditions. The Contractor shall provide such opening without any additional cost.
10. When precast drainage structures are requested as substitutions for poured in place concrete structures, Contractor shall meet the following additional requirements:
  - a. Minimum height of the base structure (manhole or inlet barrel) unless restricted by design, shall be 5'-0" before extending the structure height by another precast "barrel". The minimum height of the top (extension) precast "barrel" shall be 1'-6". "Barrel" extensions of less than 1'-6" height shall be cast in place with continuous reinforcement.
  - b. Four-side structures may be considered as an alternate to circular structures, but not the reverse.
  - c. For City type curb inlets, unless specified otherwise, directed by the Engineer, or to accommodate larger pipes, the Contractor may use 3'x4' (inside dimensions) substructures. This structure shall have same slab and wall thicknesses and steel reinforcing as specified for "Type E" grate inlet.
  - d. When circular structures are precast in accordance with ASTM C478, the following

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limitations will apply:

- i. Maximum inside diameter shall not exceed 96".
  - ii. Minimum wall thickness for 42" and 48" diameter substructures shall be 6"; 7" for 72" diameter, 8" for 84" and 96" diameters.
  - iii. Vertical reinforcement in walls shall be equal in area to the required circumferential reinforcement area. Reinforcement spacing shall not exceed 12" O.C. in either direction.
- e. The location of the pipe holes and adequate basic substructures height, unless directed otherwise by the Engineer, shall be the responsibility of the Contractor.
- f. Contractor shall submit shop drawings only as specified below:
- i. One each-typical for different type of structures.
  - ii. For structures directed by the Engineer, and/or requiring change with respect to design plans, or as otherwise required by these specifications.
- g. No compensation shall be paid to the Contractor for precast drainage structures which are unusable due to site conditions or changes in plans.
- h. Provide material testing acceptance reports by a licensed private laboratory verifying:
- i. That the structures were constructed in accordance with detail shown on the plans and/or typical Drawings.
  - ii. Specific reference shall be made to the exact design criteria adhered to; if more than one, identify which criteria applies to which structures.
  - iii. Identify the project title, project number, file number, date cast, structure, plan sheet number and station.
  - iv. Reinforcement size, spacing, amount and cover.
  - v. Concrete placement, curing and strength.
  - vi. The testing laboratory stamp shall be placed on each structure prior to shipment.
11. All manhole and inlet structures shall be set on a minimum of a six-inch-thick layer of compacted number 57 size coarse aggregate unless noted otherwise in the plans or specifications or unless the Engineer determines a thicker layer is required due to soil

and/or water conditions.

Payment for the six-inch-thick layer of stone shall be included in the price of the structure. Payment for thicker layers of stone shall be from the Selected Bedding Material (Stone) pay item, if available, or as extra work.

12. The Standard Details from the City of Tampa Stormwater Division are herein incorporated into the Contract Documents.
13. Price and payment for City of Tampa Stormwater Inlets will be full compensation for all work specified in this Special Provision and includes all transportation, excavation, material removal and disposal, surface preparation, installation, finishing materials, leveling pad, bracing, equipment, tools, labor and other materials necessary to complete the work as outlined in this Special Provision and the Contract Plans.

Payment will be made under:

Item No. COT-001	City Inlet Type 1
Item No. COT-002	City Inlet Type 2
Item No. COT-003	City Inlet Type 3

14. City of Tampa Stormwater Standard Details can be found here:  
<https://www.tampa.gov/document/stormwater-standard-details-25946>

**SP-8.07 RIP-RAP: (NOT APPLICABLE)**

**SP-8.08 STANDARD FOR FILTER FABRIC: (NOT APPLICABLE)**

**SP-8.09 CONNECTION TO EXISTING INLET OR MANHOLE: (NOT APPLICABLE)**

**SP-8.10 EROSION CONTROL PLAN:**

In addition to the requirements of Section 104, the Contractor shall be required to submit an erosion control plan to the Engineer at the time of the preconstruction conference. The erosion control plan shall indicate in detail all measures proposed by the Contractor to meet its erosion control obligations, including all items required to meet permitting conditions for the project. Any phasing of the erosion control plan shall also be shown.

The cost of providing, revising and updating the erosion control plan shall be included in the unit costs of the various contract items and no separate payment shall be made.

**SP-8.11 CONCRETE STRUCTURES AND CONCRETE BOX CULVERTS: (NOT APPLICABLE)**

**SP-8.12 DRAINAGE STRUCTURE AND PIPE BEDDING: (NOT APPLICABLE)**

**SP-9.01 EXISTING SIDEWALKS, DRIVEWAYS AND PARKING AREAS:**

The Contractor shall meet existing sidewalks, driveways and parking areas (concrete or asphalt) when possible with the proposed street replacement. At locations where existing sidewalks and driveways are not at the same elevations as the new grades, the Contractor may be required to reconstruct a portion of the sidewalk or driveway as directed by the Engineer. (When existing driveway is of asphalt type, a base of 6" thickness shall be constructed with a 1" thick asphaltic concrete surface course.)

Payment will be as per the applicable contract unit bid prices for concrete sidewalk 4", concrete driveway 6", 6" base, and asphaltic surface course. There will be no payment if existing sidewalks or driveways must be reconstructed due to negligence of the Contractor.

**SP-9.02 PRIME/TACK COAT:**

The bid unit prices for Asphaltic Concrete shall include the bituminous material for prime/tack coat.

**SP-9.03 PAVEMENT REPLACEMENT AND TOTAL RESTORATION: (NOT APPLICABLE)**

**SP-9.04 CONCRETE CURB OR CURB-AND-GUTTER:**

Expansion joints in concrete curb or curb-and-gutter shall be placed at all inlets, radius points, horizontal and vertical points of intersection (P.I.'s), and as otherwise directed by the Engineer. They shall be located at intervals of 100 feet between other expansion joints or ends of a run.

**SP-9.05 ASPHALT LEVELING COURSE:**

The Contractor shall provide Superpave Asphaltic Concrete Leveling as directed by the Engineer. This item shall be used on an as-needed or contingency basis, and shall be furnished and installed by the Contractor at a unit price per ton.

**SP-9.06 PAVEMENT MIX DESIGNS:**

The Contractor shall submit to the Engineer a mix design which has been approved by the FDOT within the previous twelve months, and which has been assigned an FDOT Quality Assurance Number, for each type of asphaltic pavement to be used on the project. The Engineer may, at its discretion, approve mix designs not meeting the above stipulations.

**SP-9.07 USE OF RECLAIMED ASPHALT: (NOT APPLICABLE)**

**SP-9.09 PEDESTRIAN RAMPS WITH DETECTABLE WARNINGS:**

All pedestrian ramps constructed in new sidewalk under Section 522 of the FDOT Technical Specifications shall comply with F.D.O.T. Standard Plans No. 522-002 and 522-001, except that

Detectable Warning Strips, a.k.a., domes, for District Seven Construction and Maintenance should be per the FDOT Approved Product List, Specification Number 527 and attached to the concrete with bolt/screw. For detectable warnings, use contrasting color, red only. Payment for pedestrian ramps shall be included in the sidewalk concrete pay item. Detectable warnings have a separate pay item.

**SP-10.01 GRASSING AND/OR SODDING:**

Lawn road shoulders, and all areas that do not have well established grass at the time of construction and are disturbed during construction may be grassed, as directed by the Engineer. All areas shall be properly prepared by removal of construction debris and rocks, and soil preparation and fertilization or placement of topsoil as directed by the Engineer. Lawn, road shoulders, and other locations where construction shall occur that are well maintained and show healthy grass at the time of construction, or where otherwise directed by the Engineer, shall be sodded with either Pensacola or Argentine Bahia Type or St. Augustine type sod as applicable.

**SP-10.02 TREE REMOVAL: (NOT APPLICABLE)**

**SP-10.03 LIVE OAK TREES: (NOT APPLICABLE)**

**SP-10.04 ROOT PRUNING: (NOT APPLICABLE)**

**SP-10.05 TRANSPLANTING TREES: (NOT APPLICABLE)**

**SP-10.06 RESTORATION OF LANDSCAPING WITHIN RIGHT-OF-WAY:**

The Contractor shall remove any shrubbery, trees less than 5 inches in diameter, other landscaping, walkways, planters, other landscaping, and irrigation systems which are in conflict with the proposed construction. These items shall be restored, relocated, and/or reconstructed as shown in the plans or as directed by the Engineer.

Cost of removing, restoring, relocating, and reconstructing the above items shall be included in the lump sum price for Clearing and Grubbing, and no separate payment shall be made.

**SP-10.07 TREE PROTECTION:**

Tree barricades shall be constructed and maintained at trees indicated on the plans as "to be protected" and/or as directed by the Engineer. Generally, barricades are to be placed ten (10) feet from the trunk of each protected tree.

Barricades shall be constructed of commercially available pine lumber, as follows: Vertical members shall be 2" x 2" or larger, generally spaced twelve (12) feet apart. Horizontal members shall consist of one (1) 1" x 2" board.

The Contractor shall provide the services of an approved licensed tree professional when it is necessary to trim or cut a branch from a tree.

Payment for tree protection and tree cutting or trimming shall be included in the lump sum price bid for mobilization and/or clearing and grubbing and no separate payment shall be made.

**SP-10.09 TREE TRIMMING:**

In addition to Tree Trimming required in the FDOT Standard Specification Section 110, the Contractor shall trim tree limbs and shrubbery to a height of 8 feet above sidewalks and to the right-of-way in the project area, and as directed by the Engineer.

Cost of trimming and disposal of these items shall be included in the lump sum price for Clearing and Grubbing, and no separate payment shall be made.

**SP-11.02 USE OF EXPLOSIVES: (NOT APPLICABLE)**

**SP-11.03 EXISTING PUBLIC FACILITIES:**

Existing public facilities that are removed by construction operations under this contract shall be replaced by the Contractor to City of Tampa specifications. These items shall include all public benches, light poles, shelters, roadway signs, etc., and replacement of these items shall be considered incidental to the cost of construction and no separate payment will be made.

**SP-11.04 METAL PRODUCTS:**

All metal products incorporated into the project must be tested by and found to conform to applicable specifications by an approved private testing laboratory prior to use on the project. These acceptance reports must also be made available to the Construction Engineer and to be placed in its office file prior to use on the project.

**SP-11.05 WATER FOR DUST CONTROL:**

See Contract Item 570-9.

**SP-11.09 CONCRETE BLOCK RETAINING WALLS WITH CONCRETE FOOTING:  
(NOT APPLICABLE)**

**SP-11.10 MAILBOX RELOCATION:**

All mailboxes within the limits of construction shall be removed and reset or relocated to allow access for mail delivery as directed by the Engineer. Cost of this activity shall be included in the cost of the various contract items and no separate payment shall be made.

**SP-11.11 SIGNALIZATION CONDUIT: (NOT APPLICABLE)**

**SP-11.12 RESTORATION OF MONUMENTATION:**

The Contractor shall, with no additional payment, re-establish any permanent survey or mapping monumentation which is disturbed or destroyed in the course of the construction project.

**SP-11.13 INSTALLATION OF SIGNALIZATION POLES AND MAST ARMS: (NOT APPLICABLE)**

**SP-11.14 SIGNALIZATION CONTROLLER AND CABINET: (NOT APPLICABLE)**

**SP-11.15 VEHICULAR TRAFFIC SIGNAL ASSEMBLIES: (NOT APPLICABLE)**

**SP-11.16 CONTINGENCY ALLOWANCE:**

Payment from the City Contingency Allowance shall be made only at the direction of the Engineer under:

Item No. 0999 25      Contingency Allowance      L.S.

**SP-12.01 WATER CONTRACT PAY ITEMS:**

**General**

It is the intent of these contract documents that any cost for which compensation is not directly provided by a bid item shall be prorated and included in the bid item for which they are required.

The prices stated in the Proposal include all costs and expenses for taxes, labor, equipment, commissions, transportation charges and expenses, patent fees and royalties, labor for handling material during inspection together with any and all other costs and expenses for performing and completing the work as shown on the plans and specified herein. The basis of payment for any water item at the unit price shown in the Proposal shall be in accordance with the description of that item in this Section.

No separate payment will be made for the following items; the cost of such work if required shall be included in the applicable contract pay items of work:

1. Notification to customers in advance of shut-downs, in conformance with Contract Documents;
2. Clearing and grubbing;
3. Excavation, including necessary pavement/slab removal;
4. Shoring and sheeting as required by OSHA trench excavation safety standards unless specifically provided for in a pay item;
5. Dewatering and proper disposal of all water unless specifically provided for in a pay item;
6. Backfill and proper compaction, including suitable fill;
7. Grading;
8. Temporary facilities and controls during construction such as water/sanitary facilities, traffic control, informational signs and environmental protection, unless specifically provided for in a pay item;

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9. Removing and legally disposing of waste material due to construction, including but not limited to valve boxes that need to be removed from abandoned water mains;
10. Cleanup and restoring the job site to its original condition, which includes but is not necessarily limited to restoring the ground surface to its original grade;
11. Testing and placing system in operation;
12. Any material and equipment required to be installed and used for tests;
13. Maintaining the existing quality of service during construction;
14. Repair of sanitary sewer house laterals that were properly marked;
15. Repair of water services damaged during construction;
16. Adjusting existing water meter boxes to grade which are affected by construction;
17. Appurtenant work as required for a complete and operable system;
18. Coordination with all Federal, State and Local agencies and utilities;
19. Cutting of existing or new pipe for purposes of abandonment or installation of new pipe, valves or fittings;
20. Verification of pipe elevation;
21. Repair of private irrigation systems damaged during construction;
22. Furnishing and installing suitable temporary fences, as directed by the Engineer, to adequately secure areas protected by a permanent fence when that permanent fence must be removed. The temporary fence shall remain in place until the permanent fence is replaced;
23. Maintaining red-line drawings of changes to construction plans; and
24. Furnishing and installing polyethylene encasement per Standard Detail 2.05 for all buried ductile iron pipe & all fittings.

The Contractor's attention is again called to the fact that the quotations for the various items of work are intended to establish a total price for completing the work in its entirety. Should the Contractor feel that the cost for any item of work has not been established by the Proposal or Contract Pay Items, s/he shall include the cost for that work in some other applicable bid item, so that his proposal for the project does reflect his total price for completing the water work in its entirety.

The quantities for payment under this Agreement shall be determined by actual measurement of the completed items, in place, ready for service and accepted by the City, in accordance with the applicable method of measurement therefore contained herein. A representative of the Contractor shall witness all field measurements.

All work shall be in accordance with the Technical Specifications and Standard Details herein. All materials shall be in accordance with the Material Specifications herein. Any specifications or materials required that are not addressed in this document shall be in accordance with current City Water Department standards.

### **Meter Services Two- inch and Less**

The Contractor shall provide all labor, materials and equipment for the height adjustment of existing water meter boxes, as directed in the plans. Meter box adjustment shall include, but may not be limited to:



## SPECIFIC PROVISIONS - TRANSPORTATION

1. All necessary excavation;
2. Raising or lowering existing water meter box to match proposed finish grade or elevation;
3. Backfilling and compacting of all excavations;
4. Cleaning up/restoring the job site to its original condition which includes but is not limited to restoring the elevation of surface to its original grade.

Payment shall be made for each meter box adjusted and accepted by the Engineer.

Payment shall be made under:

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>
8100W	Adjust water meter box	EA

### **Valve Box –Adjust Existing**

In locations where the surface elevation adjacent to an “existing” water valve box will be modified due to the proposed sidewalk construction, the Contractor shall provide all labor and equipment (including any required valve box risers) as required to adjust the tops of existing valve boxes to the new grade. The valve box adjustment shall include, but may not be limited to:

1. Excavating the trench;
2. Maintaining the trench which shall include dewatering and bracing and sheeting where required or as directed by the Engineer;
3. Adjusting the valve box to the appropriate elevation;
4. Backfilling and compacting the trench;
5. Furnishing, forming and pouring a 6-inch thick concrete pad around each valve box not located in sidewalk or roadway;
6. Furnishing approved paint and painting valve cover;
7. Cleaning up and restoring the job site which shall include re-grading the terrain; and
8. Removal and disposal of all waste materials.

Payment shall be made for the number of valve boxes adjusted and accepted by the Engineer.

Payment shall be made under:

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>
EX-9910	Adjust Valve Box (Height)	EA

## **SP-12.02 WATER TECHNICAL SPECIFICATIONS:**

### **GENERAL REQUIREMENTS**

#### **Summary of Work**

## SPECIFIC PROVISIONS - TRANSPORTATION

The Contractor shall have access to and inspect the project area prior to beginning construction and ascertain existing conditions.

The work will include the furnishing of all services, labor, equipment and certain materials necessary for a complete installation of water lines and performed in a thorough and workmanlike manner. All items implied, usually included, or required for the construction of a complete operating system shall be installed whether or not shown on the plans or specified herein. In general, pipe shall be provided with a minimum of 36 inches of cover.

Water work as noted on construction plans shall include, but may not be limited to:

1. Adjustment of Valve Box Tops to match proposed roadway and sidewalk elevation; and
2. Adjustment of incidental Meter Boxes(heights) to match proposed roadway and sidewalk elevation

### **Coordination**

The Contractor shall provide for the complete coordination of the construction effort including the work of subcontractors, the effort of independent testing agencies and the interrelated work with the City where tie-ins to existing facilities are required.

All water lines, storm drains, sanitary sewers, gas or other pipe, telephone or power cables or conduits, all individual service connections and all other obstructions, whether or not shown on the plans, shall be supported where adjacent to or crossing the new utility line excavation in a manner acceptable to the Department and the respective utility owner. Wherever existing utility structures or branch connections leading to sanitary sewers or to storm drains, or other conduits, ducts, pipes, or structures present obstructions to the grade and alignment of the pipe, they shall be permanently supported, removed, relocated, or reconstructed by the Contractor through cooperation with the owner of the respective utility, structure, or obstruction involved. In those instances where their relocation or reconstruction is impractical, a deviation from line and grade will be authorized and the changes shall be made in the manner directed by the Engineer.

Working adjacent to (and crossing) other utilities can be expected to be commonplace on this project. The Contractor shall coordinate his construction schedule with the various utility companies as well as affected local agencies involved prior to starting the project along with a minimum of 48 hours of notice to when construction will commence in an area, in order to permit field location of utility lines prior to construction. A toll free number (811) is available to assist in such coordination efforts. This number is for the utility notification center, a program known as Sunshine State One Call of Florida, but may not totally represent all utilities involved in the construction area. The Contractor is responsible for contacting the utility notification center and to immediately notify the Contract Administration Department (635-3432) of the "Location Request Number" obtained.

The various agencies or utilities possibly affected by the work include but are not necessarily limited to the following:

SPECIFIC PROVISIONS - TRANSPORTATION

City of Tampa  
Wastewater Department  
306 E. Jackson St. (390A6N)  
Tampa, FL 33602

Tampa, Florida 33610  
Florida Dept. of Transportation  
2820 Leslie Rd  
Tampa, FL 33619

DPW Traffic Transportation  
306 E. Jackson St., (290A4E)  
Tampa, FL 33602

Hillsborough County  
Planning & Development Mgmt. Dept.  
P.O. Box 1110  
Tampa, FL 33601

Hillsborough County Right of Way  
Management Office  
5701 East Hillsborough Avenue  
Suite 1222

## SPECIFIC PROVISIONS - TRANSPORTATION

All utilities shall be kept in operation except with the express written consent of the utility owner. It will be the Contractor's responsibility to preserve existing utilities. Any and all damage to existing utilities as a result of the Contractor's actions shall be repaired to the satisfaction of the utility owner and the City at the Contractor's expense.

Where connections are made to existing mains or other shutdowns are necessary, permission must be obtained and arrangements must be made with the Water Department for removing from service those mains that will be affected. Shutdowns must be held to a minimum in both number and duration, and accomplished at times acceptable to the Water Department. No valve or other control device on the existing system shall be operated by the Contractor. The Contractor shall provide a minimum of 3-working days notice of when valve operation or other control device operation is needed. Additionally, any service meter that is temporarily removed, after being approved by the Water Department, shall be returned to the original service address from which it was removed.

### Field Engineering

Each element of the work is subject to review by the Engineer, prior to proceeding with the next element; however, this shall not relieve the Contractor of the responsibility for delivering to the City a project completed in conformance with the contract plans and specifications and guaranteed as stipulated.

### Abbreviations and Symbols

Various abbreviations and symbols may be used or referenced in these specifications and contract plans. Symbols are generally explained on the sheet of the plans entitled "Location Map, Legend and General Notes". Abbreviations commonly used, along with their full reference, are as follows:

• Cu.Yds. (CY)	-	Cubic Yards
• CIP	-	Cast Iron Pipe
• DIP	-	Ductile Iron Pipe
• DIPRA CIPRA)	-	Ductile Iron Pipe Research Association (formerly
• EA	-	Each
• ED	-	Each Day
• FDEP	-	Florida Department of Environmental Protection
• FDOT	-	Florida Department of Transportation
• FL	-	Flanged Joint
• HDD	-	Horizontal Directional Drilling
• HDPEP	-	High Density Polyethylene Pipe
• Lin. Ft. (LF)	-	Lineal Foot
• LS	-	Lump Sum
• mg/l	-	Milligrams per Liter
• MJ	-	Mechanical Joint
• MH	-	Man Hours
• NSF	-	National Science Foundation
• OSHA	-	Occupational Safety and Health Administration

## SPECIFIC PROVISIONS - TRANSPORTATION

• ppm	-	Parts per Million
• psi	-	Pounds per Square Inch
• PVC	-	Polyvinyl Chloride Pipe
• RPR	-	Resident Project Representative
• S.P.	-	Steam Pressure
• Sq. Ft. (SF)	-	Square Feet
• Sq. Yds. (SY)	-	Square Yards
• TN	-	Ton
• W.O.G.	-	Water, Oil, Gas
• NAVD88	-	North American Vertical Datum 1988

### **Submittals, Shop Drawings, Product Data and Samples**

The Contractor shall submit 4 copies of shop drawings, plus those copies necessary for his own requirements. The shop drawings shall have been checked and stamped approved by the Contractor and identified as the Engineer may require. This data shown in the shop drawings shall be complete with respect to dimensions, design criteria, materials of construction, and the like, to enable the Engineer to review the information required. The data shown on the shop drawings shall include reference to specification section, drawing number, item identification on catalog cuts and like information to expedite review. Incomplete submissions will be returned without action.

If the working drawings show departures from the Contract requirements, the Contractor shall make specific mention thereof in his letter of submittal; otherwise approval of such submittals shall not constitute approval of the departure. Approval of the drawings shall constitute approval of the subject matter thereof only and not of any structure, material, equipment, or apparatus shown or indicated.

Items that are on the Water Department's pre-approved material list will not be required to go through the shop drawing submittal process, provided that the list of materials is submitted to and approved by the Engineer in advance of the start of construction.

The Engineer's review of a shop drawing is only for general conformance with the design concept of the project, and shall not relieve the Contractor from his responsibility for and deviation from the requirements of the contract documents or technical specifications, unless the Contractor has, in writing, called the Engineer's attention to such deviation at the time of the shop drawing submission and the Engineer has given written approval to the specific deviation. Any review by the Engineer shall not relieve the Contractor from his responsibility for errors or omissions in the shop drawings. One complete set of reviewed shop drawings, product data and samples shall be kept at the site at all times. During the work specified as shown on the shop drawings, the Contractor shall make no deviations from the reviewed drawings, and the changes made thereon by the Engineer, if any.

When required by the Engineer, shop drawings or product data shall be submitted for, but shall not be necessarily be limited to, the following:

- Ductile iron pipe and MJ fittings (Bends, restrained joint, solid sleeves, etc.)

## SPECIFIC PROVISIONS - TRANSPORTATION

- Gate Valves and Valve Boxes
- Polyethylene encasement

Whenever a standard of quality is established by a reference specification, the Contractor shall submit a certificate by the manufacturer that the material supplied meets the requirements of both these technical specifications and the referenced specifications and standards.

### **Quality Control**

In addition to the inspection and testing outlined in the General Provisions, compaction/density tests also shall be required.

The contractor is responsible and will perform all necessary material and quality control (QC) testing/retesting to meet the FDOT requirements per the Florida Department of Transportation, FY 2023-24 Standard Specifications for Road and Bridge Construction. The contractor is to employ and fund the services for any required testing. Testing costs are to be included in the appropriate pay items and no separate payment will be made for testing services. The City will provide all Quality Assurance (QA) testing & documentation to meet the FDOT requirements.

The material and quality control (QC) testing firm will perform inspections, tests, and other services specified individual specification Sections and as required by the Engineer. Reports will be submitted by the material and QC testing firm to the Engineer, in duplicate, indicating observations and results of tests and indicating compliance or non-compliance with Contract Documents. The Contractor shall cooperate with the material and QC testing firm; furnish samples of materials, design mix, equipment, tools, storage and assistance as requested; notify Engineer and independent firm a minimum of 24 hours prior to expected time for operations requiring services; and make arrangements with the material and QC testing firm and pay for additional samples and tests required for Contractor's use. Retesting required due to non-conformance with specified requirements shall be performed by the same material and QC testing firm at the direction of the Engineer. Payment for retesting will be charged to the Contractor by deducting inspection or testing charges from the Contractor's payment.

### **Materials and Equipment**

#### A) General

Materials and equipment incorporated into the work shall meet the requirements of the General Provisions and these specifications. The Contractor shall furnish satisfactory evidence of the quality and kind of materials and equipment as well as guarantees or warranties provided by the manufacturer. It will be necessary to submit a copy of all delivery tickets for materials used on the project, regardless of the basis of payment.

All materials and equipment shall be applied, installed, connected, erected, used, cleaned, finished and conditioned in accordance with the instructions of the applicable manufacturer, fabricator or processor except as otherwise provided in the Contract Documents.

B) Quality Standards

If a standard of quality for items of equipment is established by reference on the plans or in the specifications to specific manufacturer's products, materials or construction and/or fabrication, items of equipment shall equal or exceed the standard of the referenced product as outlined in the General Provisions.

The Engineer shall be the sole judge of material or equipment equality. The burden of proof of equality rests with the Contractor. Qualities described and shown refer to minimum criteria the Engineer will use in considering equipment proposed for the project.

It is not the intent of the Contract Documents to function as proprietary specifications. Where a particular manufacturer make and model are cited and specifically required for interchangeability of parts and to match existing equipment, this has been stated in the specifications.

C) Transportation and Handling

Materials and equipment shall be loaded and unloaded by methods affording adequate protection against damage. Every precaution shall be taken to prevent injury to the material or equipment during transportation and handling. Suitable power equipment will be used and the material or equipment shall be under control at all times. Under no condition shall the material or equipment be dropped, bumped or dragged. When a crane is used, a suitable lift sling shall be used.

The crane shall be placed so that all lifting is done in a vertical plane. Materials or equipment skid loaded, palletized or handled on skidways shall not be skidded or rolled against material or equipment already unloaded.

Materials and equipment shall be delivered to the job site by means that will adequately support it and not subject it to undue stresses. Material and equipment damaged or injured in the process of transportation, unloading or handling shall be rejected and immediately removed from the site. They shall be replaced with materials that meet all requirements of the contract documents and are suitable to the Engineer.

D) Storage and Protection

Materials and equipment shall be stored in a manner and at a location acceptable to the Engineer to insure the preservation of their quality and fitness for the work and which precludes damage or injury and affords protection against weather staining, corrosion or vandalism. Skidded or palletized materials or equipment shall not be stacked. Electrical equipment shall be stored indoors or under cover. Sheet materials shall be stored in a manner that affords free drainage with no ponding of water. All equipment shall be stored in a secure area.

## SPECIFIC PROVISIONS - TRANSPORTATION

Replacement of materials or equipment damaged, destroyed or lost through improper, inadequate or careless storage shall be the Contractor's responsibility.

Stored materials and equipment shall be readily and easily accessible to facilitate inspection.

### **CONSTRUCTION OF WATER MAINS AND APPURTENANCES**

#### **Subsurface Investigation**

The Contractor shall be responsible for having determined to his satisfaction, the nature and location of the work, and the ground conformation, the character and quality of the substrata, the types and quantity of materials to be encountered, the nature of the groundwater conditions, the character of equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions and all other matters which can, in any way affect the work under this Agreement. The prices established for the work to be done will reflect all costs pertaining to that work.

The Contractor will notify the Engineer promptly in writing of any subsurface or adverse physical conditions at the site which differ materially from those that may be indicated by the Contract Documents or earlier subsurface information in accordance with Section I-2.01 of the Instructions to Bidders and Section G-2.04 of the General Provisions. The Engineer will promptly investigate the conditions and advise the Contractor in writing if further surveys or subsurface tests are necessary. If necessary, the Department will promptly obtain the necessary additional surveys and tests and furnish copies to the Contractor.

#### **Site Preparation**

The construction site shall be cleared of all obstructions, stumps roots, and vegetation within the limits required for proper execution of the work in accordance with Section 110, FDOT Standard Specifications, latest edition, to a minimum depth of 12 inches.

Shrubbery, trees and plants shall be protected as required by the City of Tampa Parks Department ("Parks Department") or the agency having jurisdiction, as shown on the plans, or as directed by the Engineer. Where necessary to remove plantings in order to accomplish the work, such plantings shall be replaced. Trees will be transplanted when feasible, and when a successful transplant is probable. Plantings and trees shall be replaced before the work is accepted.

Trees, stumps, and large roots within the construction area shall be removed, unless otherwise directed. Topsoil shall be stockpiled for future use. Unsuitable materials shall be removed from the site and properly disposed of by the Contractor. All trees shall be preserved in their natural state unless their removal is directed by the Department. Trees within 20 feet of the construction line shall be protected as indicated on the plans or as directed by the Engineer. Trees with trunk diameters in excess of five inches (measured circumference three feet above ground level and divided by 3.14) shall be preserved unless:



- A. their removal is directed;
- B. they are located within areas scheduled to be paved; or
- C. they interfere with utility or pipe trench alignment.

All trenching performed adjacent to tree trunks shall be accomplished in such a manner as to maintain a minimum clearance of at least 10 feet between the pipe and the base of the tree trunks for trees 5 inches in diameter and larger. A minimum of 20 feet clearance shall be maintained for tree trunks classified a grand tree by the Parks Department. When trenching is to be performed closer than the above minimums, root pruning or other protective measures as directed by the Engineer may be required. Tree trimming and root pruning shall be performed by a competent tree specialist who carries proper insurance and is licensed by the City of Tampa.

### **Dewatering**

If subsurface water is encountered in trenching or structural excavation work, the Contractor shall adequately dewater the excavation at his expense. No additional payment shall be made for dewatering operations. The contractor will be required to do any and all sampling that may be required to be in conformance with the NPDES discharge permit requirements, at no expense to the city.

Subsurface water shall be kept 2 feet or more below the working area until there is no danger of displacement of pipes or structures. All water collected and pumped shall be disposed of in a manner which will cause no health hazard, flooding or nuisance to the surrounding area and in a manner so as not to degrade the water quality of surrounding water or violate any environmental ordinances or requirements. Water containing debris, sand or heavy sediment shall not be discharged into the storm water system. All permits for the discharge of this water shall be obtained by the Contractor from the appropriate regulatory agency.

### **Trenching, Backfilling and Compacting**

Trenching shall be conducted to the limits and grades shown on the plans or as directed by the Department. The Contractor performing trench excavation on this Contract shall comply with the Occupational Safety and Health Administration's (OSHA) trench excavation safety standards, 29 C.F.R., s.1926.650, Subpart P, including all subsequent revisions or updates to these standards as adopted by the Department of Labor and Employment Security (DLES) as well as The Florida Trench Safety Act as delineated in Florida Statute Chapter 553, Part III.

By submission of his bid and subsequent execution of this Contract, the Contractor certifies that all trench excavation done within his control shall be accomplished in strict adherence with OSHA trench safety standards, including all revisions and updates to these standards as adopted by the Department of Labor and Employment Security, as well as to The Florida Trench Safety Act as delineated in Florida Statute Chapter 553, Part III.

The Contractor also agrees that he has obtained or will obtain identical certification from his proposed subcontractors that will perform trench excavation prior to award of the subcontracts and that he will retain such certifications in his files for a period of not less than three years following

final acceptance.

The Contractor shall consider all available geotechnical information in his design of the trench excavation safety system. Dewatering operations shall be maintained until pipe laying is complete and the trench backfilled sufficiently to prevent movement or flotation of the pipe.

The use of trench-digging machinery will be permitted except in places where its operation will cause damage to other utilities, trees, buildings, or existing structures above or below ground; in which case hand methods will be employed.

The trench width and trenching method may vary with, and depend upon the depth of the trench and the nature of the excavated material encountered; but in any case shall be of ample width to permit the pipe to be laid and jointed properly and the backfill to be placed and compacted properly. The minimum width of unsheeted trench, at the bottom where the pipe is to be laid, shall be one foot greater than the nominal diameter of the pipe, except by consent of the Department. The maximum clear width of trench and the trench support system shall be in accordance with OSHA requirements. Where sheeting and bracing are used, the trench width shall be increased accordingly. Trench sheeting shall be cut off at a level of at least 1 foot above the top of the installed pipe and shall be left in place until the pipe has been laid, tested for defects, repaired if necessary, and until the earth around the pipe has been compacted to a depth of 2 feet over the top of pipe.

Unless otherwise specified, the trench shall be AWWA C600 Type 2 as shown on the Standard Details "Typical Trench, Bedding and Backfill Detail". The trench shall have a flat bottom conforming to the depth to which the pipe is to be laid. The pipe shall be laid upon sound soil, cut true and even, so that the barrel of the pipe will have equal bearing for its full length. Bell depressions of ample dimensions shall be dug at each joint to permit proper pipe jointing.

In the event the Contractor excavates below the elevation required without approval from the Department, he shall refill with approved material and thoroughly consolidate. If, in the opinion of the Engineer, the trench bottom cannot support the pipe, a further depth and/or width shall be excavated and refilled to pipe foundation grade or other approved means shall be adopted to assure a firm foundation for the pipe.

All excavated material shall be piled in a manner that will not endanger the work and that will avoid obstructing sidewalks and driveways. Gutters shall be kept clear or other satisfactory provisions made for street drainage. All material removed from the trench on an improved area shall be removed from the site by the Contractor at the Contractor's expense.

Material removed from an unimproved area may be reused if, in the opinion of the Engineer, it is suitable and if local conditions permit reuse. All materials suitable for reuse must be stored separate from the general excavated material. All backfill material must be approved by Engineer prior to placement. If replacement backfill is required, the Contractor must supply the material at his expense.

Backfill material shall be free from cinders, ashes, refuse, organic matter, boulders, rocks or stones,

or other material that in the opinion of the Engineer is unsuitable. Rocks up to 6-inches in their greatest dimension may be used for backfill from 1 foot above the top of the pipe up to the subgrade of the pavement unless otherwise specified by the Engineer.

All trenches shall be backfilled by hand, from the bottom of the trench to the centerline of the pipe in layers of 6 inches. Compaction shall be performed by tamping. Backfill material shall be deposited in the trench for the full width on each side of the pipe. From the centerline of the pipe to the specified grade, the pipe shall be backfilled by hand or by approved mechanical methods. Compaction and consolidation shall be done in accordance with the requirements of the agency having jurisdiction. Unless requirements of the agency having jurisdiction are more stringent, all compaction shall conform to the following:

A. Impervious (paved) Surface Areas:

The space between the pipe and the trench sides shall be packed full by hand-shoveled earth, free from lumps, carefully deposited in layers not exceeding 6-inches in depth. Such material shall be placed equally on each side of the pipe, and at the same time tamped in a manner acceptable to the Department, until enough fill has been so placed and compacted to the centerline of the pipe. From this point to 12 inches above the pipe, backfill shall be placed and compacted in uniform loose lifts no greater than 6 inches to a density that is at least 98% of the maximum modified proctor density (as determined by the Modified Proctor Density Test Method (ASTM D-1557)). The balance of the soils backfilled from this point to the top of the trench shall be placed and compacted in loose lifts not to exceed 12 inches to a density at least 98% of the maximum modified proctor density.

B. Pervious (non-paved) Surface Areas:

The space between the pipe and the trench sides shall be packed full by hand-shoveled earth, free from lumps, carefully deposited in layers not exceeding 6-inches in depth. Such material shall be placed equally on each side of the pipe, and at the same time tamped in a manner acceptable to the Department, until fill has been placed and compacted from the bottom of the trench to the centerline of the pipe. From this point up to grade, backfilled soils shall be placed and compacted in uniform loose lifts no greater than 12 inches, to a density that is at least 95% of the maximum density as determined by the Modified Proctor Density Test (ASTM D-1557).

**SP-12.03 WATER MATERIAL SPECIFICATIONS:**

All materials shall be in accordance with these Material Specifications and shall, in no event, be less than that necessary to conform to the requirements of any applicable law, ordinances and codes. All materials or products that will be in contact with potable water shall be listed by the National Science Foundation (NSF-61 listed) or by an approved certifying agency as conforming to the requirements of ANSI/NSF-61.

Items designated to be “domestically manufactured” shall be manufactured, assembled and tested in their entirety within the United States of America or its territories. Items designated to be “domestically assembled” may be foreign manufactured but shall be assembled and tested in their entirety within the United States of America or its territories. Items requiring a “domestic presence” may be foreign-manufactured and/or assembled and/or tested, but the manufacturer shall

have a designated representative or agent located within the United States of America, and that representative or agent shall be available to provide on-site service if required by the City of Tampa Water Department.

All materials shall be new, unused, and correctly designed. They shall be of standard first grade quality, produced by expert workmen, and intended for the use for which they are offered. Materials or equipment which, in the opinion of the Department, are inferior or are lower grade than indicated, specified or required, shall not be accepted. All materials used in this contract must be approved in advance by the Engineer. In conformance with section G-4.02 of these contract documents, any two items of the same kind, type or classification, and being used for identical types of service, shall be made by the same manufacturer. Unless approved in advance by the engineer, only one manufacturer may be used for each item under this contract.

**SP-12.04 WATER DEPARTMENT STANDARD CONSTRUCTION DETAILS LIST:**

The following details from the City of Tampa Water Department are herein incorporated into the Contract Documents

<u>STD. DETAIL #</u>	<u>DESCRIPTION</u>
3.05	VALVE BOX ADJUSTMENTS FOR GRADE CHANGE

**SP-12.05 WATER DEPARTMENT STANDARD CONSTRUCTION DETAILS LIST:**

It is the intent of these Specifications that all newly constructed sewers and appurtenant facilities be placed in service as rapidly as an integrated portion of the facilities can be constructed, inspected and accepted by the Engineer.

Acceptance or use by the City of any portion of the facilities prior to final acceptance shall not relieve the Contractor of any responsibilities, regarding such facilities, included in the Contract.

**SP-12.06 DATA TO BE SUBMITTED ON PIPE**

Within ten days after the date the Contractor is issued the Notice of Award and prior to his entering into any subcontract for the manufacture or purchase of any pipe, the Contractor shall submit to the Engineer, in an amount equal to four (2) sets to be retained by the City plus the number of sets desired by the Contractor, the following information:

1. The name and address of the pipe manufacturer and the location of the plant at which the pipe will be manufactured.
2. A general description of and specifications for the pipe and pipe joints proposed.
3. Notarized certificates of manufacture for VCP, PVC, HDPE, and DIP stating conformance to applicable standards and specifications.
4. Any additional information that the Engineer may deem necessary in order to evaluate the qualifications of the manufacturer and to determine the suitability of the proposed pipe to meet the requirements of the Contract Documents.

The Contractor shall not enter into any subcontract for the furnishing of pipe until he has received the Engineer's approval, in writing, of the proposed manufacturer and pipe. All pipe of specified classes and materials shall be of one kind and shall be produced by a single manufacturer.

**SP-13.01 SITE AND STREET FURNISHINGS (NOT APPLICABLE)**

**SP-13.02 TREES, PLANTS AND GROUNDCOVERS**

**PART 1 - PRODUCTS**

**2.1 MATERIALS**

- A. Mulch shall be as specified in plan, clean, bright and free from weeds, moss, sticks and other debris. Mulch shall be spread at minimum of two (2) inches deep and maximum of four (4) inches deep or as otherwise noted. Mulch all beds as indicated on the plans. Infill beds shall use existing mulch except where new washed medium shell (inorganic mulch) is indicated on the plans on bed edges.
- B. Water shall be free of substances harmful to plant growth. Water shall contain less than 300 ppm soluble salts and less than 10 ppm chlorine, fluoride and sodium. Hoses or other methods of transportation furnished by Awardee. Awardee shall furnish water supply from an acceptable source. Acceptable sources: deep wells, municipal potable supply and treated wastewater.
- C. Pre-emergent weed killer: Apply twice an approved product, at a rate recommended by manufacturer.
- D. Bio-barrier: Install a root control system to a depth of 24" where indicated on plans.

**SP-14.01 INLET SPECIAL DRAINAGE GRATE**

**Description:**

Construct reinforced, concrete drainage channel with ADA/heel compliant grates (grate) and perform all operations required to construct concrete channel, install grate including sidewalk and inlet top preparation, transporting, excavating and trenching operations, and backfilling and compaction, and constructing associated reinforced concrete elements.

**Materials:**

Grate shall have a nominal width, length, and height as indicated in the Contract Plans. Grate shall be ductile iron with black powder coat and prepared finish with slip-resistant treatment to meet ADA standards, 0.80 minimum coefficient of friction for ramps. Openings in grate shall be no greater than 1/4 inch. Grate shall be secure, bolted or locked, with chain and eyehook or hinged. Grate shall be constructed to withstand AASHTO H-20 loading.

**Doweling:**

Dowel hole diameter shall meet the adhesive bonding material system manufacturer requirements. If existing reinforcement is encountered, shift dowel holes to clear. Provide and install the adhesive bonding material system per manufacturer's specifications. Provide a minimum of 2" concrete cover over all rebars and dowels.

**Responsibility:**

Submit shop drawings in accordance with Section 5 of FDOT Specifications. For alternate designs, submit complete design details which include: plan view, elevation view, and details in accordance with the Contract Documents. Shop drawings shall include manufacturer's recommended anchoring and supporting details.

**Aligning Adjacent Grate Panels:**

All grate panel butt joints shall be clean and neat with a maximum gap of 1/8 inch. All exposed surfaces of the grate panels shall be flush and even with the adjacent piece with a maximum deviation of 1/8 inch. The ridge line formed by the meeting of the top and face surfaces of grates shall be straight and true with a maximum deviation of 1/8 inch.

**Method of Measurement:**

The quantity to be paid will be measured along the face of the completed and accepted furnished and installed grate.

**Basis of Payment:**

Price and payment will be full compensation for all work specified in this Special Provision and includes all transportation, excavation, material removal and disposal, surface preparation, installation, finishing materials, frame, anchoring, concrete work, leveling pad, bracing, equipment, tools, labor and other materials necessary to complete the work as outlined in this Special Provision and the Contract Plans.

Payment will be made under:

Item No. 435- 100- 2 Inlet Special Drainage Grate – per linear foot.

**SP-14.02 GRANITE CURB**

**Description:**

General: Construct granite curb and perform all operations required to install granite curb block including granite block preparation, transporting, excavating and trenching operations, installation of leveling pad, granite curb and bracing, and backfilling and compaction operations.

## SPECIFIC PROVISIONS - TRANSPORTATION

Furnish and Install Granite Curb: Supply granite curb block or obtain granite curb block from designated City of Tampa stock piles. Coordinate with City of Tampa Construction Project Manager after receiving Notice to Proceed to secure granite curb block from City Stockpiles. It is possible that at time of construction the City of Tampa may not have granite curb block available. If there are no available granite curbs from the City's stockyard complete the following prior to purchasing new granite curb blocks:

- Obtain samples of granite curbs
- Provide samples of granite curbs to the City of Tampa Transportation Department for their approval as part of the shop drawing review process
- After the City of Tampa Transportation Department approves the granite curb samples, proceed with purchase of new granite curb blocks.

Clean and transport granite curb block to project site and install at locations specified in the Contract Plans.

Reset Granite Curb: Granite curb block specified to be reset shall include removal and transport of existing granite curb block, cleaning, and resetting and installing at locations specified in the Contract Plans.

### **Materials:**

Granite Curb: Granite curb block shall have a nominal width of 4 inches and nominal depth of 18 inches along the entire length of the granite curb block. Granite curb block obtained from designated stock piles shall not be less than 3 feet in length and new granite curb block shall not be less than 6 feet in length unless used to achieve exact dimensions at joint locations, transitions, curb returns, driveway, bulb-outs, curb drops, and alley entrances. Front and back faces of the granite curb shall be split face. Top face surface shall be pointed or peen hammered. End and bottom faces shall be saw cut. Granite color and grain size shall be as specified in the Contract Plans or as approved by the Engineer. Granite curb block selected from stockpiles shall be approved by the Engineer.

Leveling Pad: Leveling Pad shall consist of compacted #57 Stone or equivalent material approved by the Engineer. Bracing: Bracing shall consist of compacted #57 stone or equivalent material approved by the Engineer.

### **Removal of Existing Granite Curb:**

Excavate material from back of the granite curb and expose the back face of granite curb. Remove the granite curb in existing lengths without chipping, breaking or damaging in any manner. Any sections broken shall be replaced and no additional compensation shall be granted. Granite curb block less than 3 feet in length shall be delivered to the City of Tampa as indicated in the Contract Plans.

### **Cleaning of Granite Curb:**

## SPECIFIC PROVISIONS - TRANSPORTATION

Remove substances such as dust, grime, dirt, curing compounds, form oil, debris, etc. When using cleaning methods other than water blasting, wash the cleaned surfaces with water meeting the requirements of Section 923 of the FDOT Specifications, as a final cleaning operation.

### **Excavation:**

Excavate to the required depth, line and grade, and compact the subgrade as specified in Section 120-9 of the FDOT Specifications. Disposal of materials shall be as specified in Section 120-5 of the FDOT Specifications.

### **Leveling Pad:**

Construct 4 inch thick by 18 inch wide leveling pad utilizing compacted #57 stone or equivalent material approved by the Engineer, directly on top of compacted subgrade in accordance with FDOT Specification 200-6. Leveling pad shall be placed to grade to achieve the proposed curb reveal height specified in the Contract Plans. Curb reveal less than 3" must be approved by the Engineer.

### **Placing Granite Curb:**

Place the granite curb directly on top of the leveling pad. Utilize #57 stone or equivalent material approved by the Engineer to fill any voids between the bottom of the granite curb block and the leveling pad. Provide a volume of #57 stone according to the Contract Plans in front of and behind the granite curb block for bracing. Alternate granite curb block lengths so that no two consecutive pieces of granite curb are less than 3 feet in length. At least two lengths of granite curb 5 feet in length or greater must be placed between 3 foot lengths of granite curb block. Any sections broken during installation shall be replaced and no additional compensation shall be granted.

**Aligning Adjacent Granite Curb blocks:** All granite curb butt joints shall be clean and neat with a maximum gap of 1/8 inch. All exposed surfaces of the granite curb shall be flush and even with the adjacent piece with a maximum deviation of 1/8 inch. The ridge line formed by the meeting of the top and face surfaces of granite curb shall be straight and true with a maximum deviation of 1/8 inch.

**Transition of Granite Curb to Concrete Curb:** Saw cut granite curb panels to fit gaps where granite curb transitions to concrete curb at corner radii. No section of granite curb shall be set with a length of less than 3 feet. Determine in advance the number of granite curb pieces and lengths that must be saw cut in order to fit in the transition area.

### **Finishing:**

Fill minor defects with mortar composed of one part Portland cement and two parts fine aggregate. The Engineer will not allow plastering on the face of the granite curb. Remove and replace any rejected granite curb, without additional compensation. Ensure that the exposed face of curb is free from defects and stains. Water blasting is acceptable for removing stains.

### **Backfilling and Compaction:**



## SPECIFIC PROVISIONS - TRANSPORTATION

After the granite curb has been placed and braced, fill the area between the front face of the granite curb and the roadway pavement with non-shrink grout listed on the APL and according to the Contract Plans; behind the curb, backfill with suitable material to the required elevation. Backfill as specified in Section 125 of the FDOT Specifications, meeting the specific requirements for backfilling and compaction around structures detailed in 125-8.1 and 125-8.2 of the FDOT Specifications. Layers of material shall be placed alternately in front of and behind the granite curb block to maintain a true vertical position.

### **Surface Requirements:**

Test the granite curb section with a 10-foot straightedge laid parallel to the centerline of the roadway. Perform straight edging along the top and face of the granite curb or along other lines on the granite curb section, as directed by the Engineer. Immediately correct irregularities in excess of 1/8 inch.

### **Method of Measurement:**

For furnish and install granite curb, the quantity to be paid will be measured along the face of the completed and accepted furnished and installed granite curb.

For resetting granite curb, the quantity to be paid will be in linear feet measured along the face of the completed and accepted reset granite curb.

### **Basis of Payment:**

Price and payment will be full compensation for all work specified in this Special Provision and includes all transportation, excavation, material removal and disposal, surface preparation, installation, finishing materials, leveling pad, bracing, equipment, tools, labor and other materials necessary to complete the work as outlined in this Special Provision and the Contract Plans.

Payment will be made under:

- Item No. 520- 7- 1 Granite Curb, Furnish & Install – per linear foot.
- Item No. 520- 7- 2 Granite Curb, Reset – per linear foot.

### **SP-14.03 ARCHITECTURAL PAVERS**

The following articles and subarticles from the Florida Department of Transportation Standard Specifications, FY2023-24 Edition are edited as noted.

ARTICLE 526-1 is deleted and the following substituted:

#### **526-1 Description.**

Furnish and install, or reset architectural pavers in accordance with this Section. The term brick and architectural paver is used interchangeably.

SUBARTICLE 526-2.2 is deleted and the following substituted:

**526-2.2 Architectural Pavers - Roadway:** For installations on roadways and commercial driveways, provide architectural pavers having a minimum thickness of 3-1/8 inch.

**526-2.2.1 Reset Brick:** Existing bricks less than 2 ½ inches shall be palletized and delivered to the City of Tampa's stockyard location as noted in the plans. Brick specified to be reset shall include removal, cleaning, and resetting and installing at locations specified in the Contract Plans.

SUBARTICLE 526-2.3 is deleted and the following substituted:

**526-2.3 Architectural Pavers - Sidewalk:** For installations of new brick on sidewalks and residential driveways, provide architectural pavers having a minimum thickness of 2-3/8 inch.

Contact the City of Tampa Transportation Department to coordinate use of brick pavers available within the City's stockyard. If there are no available brick pavers from the City's stockyard complete the following prior to purchasing new brick pavers:

- Obtain samples of brick pavers
- Provide samples of brick pavers to the City of Tampa Transportation Department for their approval as part of the shop drawing review process
- After the City of Tampa Transportation Department approves the brick paver samples, proceed with purchase of new pavers.

SUBARTICLE 526-2.4 is expanded by the following:

**526.2.4.1:** For Brick C installations, use fine aggregate for bedding and joint sand meeting the requirements as shown in the Plans.

SUBARTICLE 526-2.5 is expanded by:

**526.2.5.1:** For Brick D installations match the existing grout color as approved by the Engineer.

**526.2.5.2:** For Landscape Plans Paver Applications use the following products:

1. Setting bed sand: Sound, sharp, washed, natural sand or crushed stone complying with gradation requirements in ASTM C 33/C 33M for fine aggregate.
2. Sand for joints: Beige colored, water activated, polymeric rapid setting sand complying with gradation requirements in ASTM C144 and OSHA silica crystalline compliant (OSHA 29 CFR 1926.1153)
3. Graded Aggregate for Base: Sound, crushed stone or gravel complying with ASTM D448 for Size No. 8.
4. Graded Aggregate for Subbase: Sound, crushed stone or gravel complying with ASTM D448 for Size No. 57.

## SPECIFIC PROVISIONS - TRANSPORTATION

5. Mortar setting bed: Utilize a mortar meeting the requirements of ANSI A118.4F.
6. Geotextile grid: The geotextile grid shall be composed of interwoven polyester yarn encapsulated in a latex coating. It shall be manufactured to a nominal aperture opening of 1.2 by 1.3 inches and shall conform to SECTION 77 - SOIL REINFORCEMENT AND EROSION CONTROL on soil reinforcement.
7. Architectural Pavers – Sidewalk: Obtain the brick from designated stockpiles specified in the Contract Plans. If existing brick material is not available from the City of Tampa, provide new concrete pavers that are similar in size and shape (4 x 8 x 2-3/8”).

SUBARTICLE 526-3.1 is expanded by the following:

**526-3.1.4 Remove and Clean Reset Brick:** Remove brick without chipping, breaking, or damaging in any manner. Replace any damaged bricks at no additional cost to the Department. Remove substances such as dust, grime, dirt, curing compounds, form oil, debris, etc. Wash the cleaned surfaces with water meeting the requirements of Section 923, as a final cleaning operation.

SUBARTICLE 526-3.2 is deleted and following is substituted:

**526-3.2 Installation:** Install the architectural pavers in the following manner:

1. Spread the bedding material evenly over the base course and screed to plan thickness, not to exceed a thickness of 1-1/2 inch. Do not disturb the screeded bedding material. Ensure placement of sufficient bedding material to stay ahead of the laid architectural pavers. Do not use the bedding material to fill depressions in the base course
2. Lay architectural pavers in the pattern(s) shown in the Plans and maintain straight pattern lines.
3. Joints between the architectural pavers, on average, will be between 1/16 to 3/16 inch wide. Joints between the Brick C shall be 1/2 inch wide as shown in the Plans.
4. Fill gaps at the edges of the paved area with cut or edge architectural pavers.
5. When utilizing bedding and joint sand:
  - a. Use a low amplitude vibrator capable of 5,000 foot-pounds with 7-100 Hz frequencies to vibrate and compact architectural pavers into bedding sand.
  - b. Vibrate the architectural pavers, sweeping dry joint sand into the joints and vibrating, until the joints are full. Do not vibrate within 3 feet of the unrestrained edges of the architectural pavers.
  - c. At the end of each day, all work within 3 feet of laying face must be left fully compacted, with sand- filled joints.
  - d. Sweep off the excess sand.
6. Leave a final surface elevation of architectural pavers of 1/8 to 1/4 inch above adjacent drainage inlets, concrete collars or channels.
7. Do not permit the final surface elevations of the pavers to deviate more than 3/8 inch under a 10 foot long straightedge, or more than 1/8 inch between adjacent

pavers.

### **SP-15 SPECIAL EVENTS**

We want to eliminate potential impacts that actual construction and associated equipment could have on parade staging, so that the contractor can coordinate/arrange to have any equipment/barricades that could be in place removed for the dates of the Special Events. Within 30 days of the Notice to Proceed, the Contractor shall coordinate with the City of Tampa Mobility Department to obtain a detailed list of dates and time frames of Special Events for the duration of the Construction Contract.

This is the list of currently known Special Events and dates.

#### **2024**

Feb 9, 2024 - Knight Parade

Feb 10, 2024 - Knight Parade

March 15, 2024 - St. Pat's Parade

March 16, 2024 - St. Pat's Parade

March 16, 2024 - The Rough Riders

March 29, 2024 – Tampa Pride Parade

March 30, 2024 – Tampa Pride Parade

#### **2025**

Feb 7, 2025 - Knight Parade

Feb 8, 2025 - Knight Parade

March 14, 2025 - St. Pat's Parade

March 15, 2025 - St. Pat's Parade

March 15, 2025 - The Rough Riders

March 28, 2025 – Tampa Pride Parade

March 29, 2025 – Tampa Pride Parade

Plus all years:

- Race for Sight – Always on a Friday evening in April
- Ryan's Run – Always a Saturday morning in April
- Pediatric Burn Run – Typically the first Saturday morning in May
- Richard's Run – Always the first Friday evening in November

Not all parades set up the Friday before but it may not be a bad idea to include all Fridays just in case. Also, Visit Tampa Bay usually tries to secure contracts for the Shriners to hold their conventions in Tampa. The conventions always include a parade. Dates are random.

# **SPECIFIC PROVISIONS - WORKMANSHIP AND MATERIALS**

-WM-1-

FPID(S): 441338-2-58-01

## SPECIFIC PROVISIONS – WORKMANSHIP AND MATERIALS

### SPECIFICATIONS FOR WORKMANSHIP AND MATERIALS

#### SECTION 1 - EXCAVATION - EARTH AND ROCK

##### W-1.01 General

Opencut excavations shall be made to the widths and depths necessary for constructing all structures, pipelines and other conduits included in the Contract, according to the Plans, and includes the excavation of any material which, in the opinion of the Engineer, is desirable to be excavated for any purpose pertinent to the construction of the work. Banks more than 5 feet high, where a danger of slides or cave-ins exist, shall be shored or sloped to the angle of repose.

Where excavations are to be made below groundwater, the Contractor shall submit to the Engineer for approval, in detail, his proposed method for control of groundwater, including a description of the equipment he plans to use and the arrangement of such equipment. No such excavation shall be started until approval of the Engineer has been obtained. Dewatering work shall be included in the Contract Items for pipelines, box culverts, inlets, manholes and other structures, and pumping stations, and no separate payment will be made therefor.

##### W-1.02 Clearing

The site of all opencut excavations shall first be cleared of obstructions preparatory to excavation. This includes the removal and disposal of vegetation, trees, stumps, roots and bushes, except as specified under the subsection headed "Trench Excavation."

##### W-1.03 Authorized Additional Excavation

In case the materials encountered at the elevations shown are not suitable, or in case it is found desirable or necessary to go to an additional depth, or to an additional depth and width, the excavation shall be carried to such additional depth and width as the Engineer may direct in writing. The Contractor shall refill such excavated space with either Class D concrete, or select sand or crushed stone fill material, as ordered. Where necessary, fill materials shall be compacted to avoid future settlement. Additional earth excavations so ordered and concrete, or selected sand or crushed stone fill material ordered for filling such additional excavation and compaction of select sand or crushed stone fill material will be paid for under the appropriate Contract Items or where no such items exist, as extra work as specified in Article 7 of the Agreement.

##### W-1.04 Unauthorized Excavation

Wherever the excavation is carried beyond or below the lines and grades shown or given by the Engineer, except as specified in the subsection headed "Authorized Additional Excavation," all such excavated space shall be refilled with such material and in such manner as may be directed in order to ensure the stability of the various structures. Spaces beneath all manholes, structures or pipelines excavated without authority shall be refilled by the Contractor at his own expense, with

## SPECIFIC PROVISIONS – WORKMANSHIP AND MATERIALS

Class D concrete, or select sand or crushed stone fill material, and properly compacted, as ordered by the Engineer, and no separate payment will be made therefor.

### W-1.05 Segregation and Disposal of Material

Topsoil suitable for final grading and landscaping and excavated material suitable for backfilling or embankments shall be stockpiled separately on the site in locations approved by the Engineer. Excavated and other material shall not be stored nearer than 4 feet from the edge of any excavation and shall be so stored and retained as to prevent its falling or sliding back into the excavation. Surplus excavated material and excavated material unsuitable for backfilling or embankments shall become the property of the Contractor and shall be transported, as approved by the Engineer, away from the site of the work to the Contractor's own place of disposal.

### W-1.06 Shoring and Sheeting (NOT APPLICABLE)

### W-1.07 Sheeting Left in Place (NOT APPLICABLE)

### W-1.08 Removal of Water

At all times during the excavation period and until completion and acceptance of the work at final inspection, ample means and equipment shall be provided with which to remove promptly and dispose of properly all water entering any excavation or other parts of the work. The excavation shall be kept dry. No water shall be allowed to rise over or come in contact with masonry and concrete until the concrete and mortar have attained a set satisfactory to the Engineer and, in any event, not sooner than 12 hours after placing the masonry or concrete. Water pumped or drained from the work hereunder shall be disposed of in a safe and suitable manner without damage to adjacent property or streets or to other work under construction. Water shall not be discharged onto streets without adequate protection of the surface at the point of discharge. No water shall be discharged into sanitary sewers. No water containing settleable solids shall be discharged into storm sewers. Any and all damage caused by dewatering the work shall be promptly repaired by the Contractor.

### W-1.09 Structure Excavation

Excavations shall be of sufficient size and only of sufficient size to permit the work to be economically and properly constructed in the manner and of the size specified. The bottom of the excavation in earth and rock shall have the shape and dimensions of the underside of the structure wherever the nature of the ground will permit.

### W-1.10 Trench Excavation (NOT APPLICABLE)

## SPECIFIC PROVISIONS – WORKMANSHIP AND MATERIALS

### W-1.11 Rock Excavation

The term "rock" as used herein shall include all materials which have compressive strengths in excess of 300 psi in their natural undisturbed state and which, in the opinion of the Engineer, require drilling and blasting, wedging, sledging, barring or breaking with power tools not otherwise required for normal excavating.

Rock shall be excavated, within the boundary lines and grades as shown on the Plans, specified, or given by the Engineer. Rock removed from the excavation shall become the property of the Contractor and shall be removed by him away from the site of the work to his own place of disposal, and no separate payment will be made therefor.

All shattered rock and loose pieces shall be removed.

For trench excavation in which pipelines or other conduits are to be placed, the rock shall be excavated to a minimum depth of 6 inches below the bottom of the pipe and the excavated space refilled with pipe bedding material. Placing, compacting, and shaping pipe bedding material shall be included in the various classified unit price Contract Items for pipelines, and no separate payment will be made therefor.

For manhole excavation, the rock shall be excavated to a minimum depth of 8 inches below the bottom of the manhole base for pipelines 24 inches in diameter and larger, and 6 inches below the bottom manhole base for pipelines less than 24 inches in diameter and the excavated space refilled with crushed stone. Placing, compacting, and shaping crushed stone for manhole bases shall be included in the appropriate Contract Items for manhole bases, and no separate payment will be made therefor.

For cast-in-place structures, the rock shall be excavated only to the bottom of the structure or foundation slab.

Excavated space in rock below structures, pipelines, and manholes which exceeds the depths specified above shall be refilled with Class D concrete, crushed stone, or other material as directed by the Engineer. Refilling of over-excavated rock in rock shall be included as part of the rock excavation, and no separate payment will be made therefor.

Where applicable, the requirements of the subsections on "Trench Excavation" and "Structure Excavation" shall be followed.

Blasting may be performed only when approved by the Engineer and authorized by the Agency having jurisdiction over the subject location and in accordance with all laws, ordinances, and regulations of the Agency.

### W-1.12 Excavation for Jacking and Augering (NOT APPLICABLE)



## SPECIFIC PROVISIONS – WORKMANSHIP AND MATERIALS

### SECTION 7 - CONSTRUCTION AND EXPANSION JOINTS FOR CONCRETE

#### W-7.01 General

Construction and expansion joints shall be placed at all locations shown. No additions, deletions, or changes in location of construction and expansion joints shall be made without the written approval of the Engineer. Construction joints shall include a formed key and shall include a water stop where shown. Expansion joints shall include a joint filler between concrete faces, and shall include a water stop, and sealant with back-up rod where shown.

Water stops in the walls shall be carried into lower slabs and shall join the water stops in the slabs. All water stops shall be continuous. Water stops shall be set accurately to the position and line shown. Edges shall be held and securely fixed in position at intervals of not more than 24 inches so that they will not move during the placing of the concrete. No nails shall be driven through the water stops.

The Contractor shall submit samples and specifications of the materials he proposes to use.

All materials shall be installed or applied in accordance with the manufacturer's recommendations, unless otherwise specified herein.

#### W-7.02 Water Stops

Water stops shall be made of extruded polyvinyl chloride. No reclaimed plastic material shall be used in the manufacture of the water stops. Plastic water stops shall meet the requirements of the Corps of Engineer Specification CRD-C572, except as modified herein. The Shore A/10 durometer hardness shall be between 73 and 79, the tensile strength not less than 1,850 psi, and the specific gravity not more than 1.38.

Unless otherwise shown, water stops for construction joints shall be flat, at least 6 inches wide, and not less than 3/8 inch thick at the thinnest section. The water stop shall have ribbed longitudinal strips.

Unless otherwise shown, water stops for expansion joints shall be at least 9 inches wide and not less than 1/4 inch thick at the narrowest point and not less than 3/8 inch thick immediately adjacent to the center of the water stop. The water stop shall have ribbed longitudinal strips with a 3/4-inch inside diameter hollow bulb center. The water stop shall permit a joint movement of 1/4 inch under a tensile force of not more than 500 pounds per lineal inch.

Corners and intersections for all water stops shall be prefabricated so that only butt joints need be made in the field. Field fabrication of corners and intersections requires approval of the Engineer. Corners and intersections shall be mitered and assembled with approved equipment, as described for field joints.

## SPECIFIC PROVISIONS – WORKMANSHIP AND MATERIALS

Field joints shall be made by cutting the ends of the sections to be spliced so they will form a smooth even butt joint. The cut ends shall be heated with the splicing tool until the plastic melts. The two ends shall be pressed together until the plastic cools. Splicing shall cause as little damage to the continuity of the ribbed strips as possible.

### W-7.03 Joint Filler for Expansion Joints

Joint filler shall be used for all expansion joints.

Joint filler shall be placed against the completed portion of the work before the concrete for the next section is placed. The filler shall be fastened to the hardened concrete with a compatible adhesive in accordance with manufacturer's instructions. The filler shall extend through the thickness of the wall or slab and shall be flush with the finished surface, except where a joint sealant is shown. In joints having a water stop, the filler shall be fitted accurately on each side of the water stop to prevent the intrusion of concrete.

### W-7.04 Joint Sealant

Expansion joints shall be finished with a joint sealant where shown or specified.

Joint sealant materials may be either a single component urethane compound meeting the requirements of Fed. Spec. TT-S-00230C, or a two-component urethane compound meeting the requirements of Fed. Spec. TT-S-00227E, except as modified herein.

The urethane sealant shall be 100 percent polymer, nonextended, containing no solvent, lime, or coal tar. Color shall be as selected by the Engineer but shall not be black. Sealant properties shall conform to the following table:

<u>Property</u>	<u>Value</u>	<u>Test Method</u>
Maximum final cure (days)	3	
Tensile strength (psi)	250-400	ASTM D 412
Minimum elongation (%)	400	ASTM D 412
Modulus at 100% elongation (psi)	40-60	Fed. Spec.
Shore A hardness	30-40	Shore Durometer
Solid content (%)	98-100	
Peel strength (lb/in.)	50-60	Fed. Spec.
Minimum recovery (%)	75-85	Fed. Spec.
Initial tack-free cure (hrs.)	24-48	Fed. Spec.

The two-component sealant shall be mixed using a slotted paddle and slow speed mixer for 5 to 8 minutes, continually working paddle from top to bottom until sealant color is uniform. The side of

## SPECIFIC PROVISIONS – WORKMANSHIP AND MATERIALS

the container and paddle blade shall be scraped down several times during the mixing operation to ensure uniform mixing.

Joint surfaces shall be properly prepared by removing all foreign matter and concrete laitance so that concrete surfaces are structurally sound, clean, dry, and free of all oil, grease, wax, waterproofing compounds, or form release materials prior to the application of primer and sealant. All concrete joint surfaces and all surfaces exposed to water shall be primed prior to sealing, with no exceptions. Priming of other surfaces shall be as recommended by the manufacturer of the sealant. The primer shall be as recommended by the manufacturer of the sealant, subject to the approval of the Engineer. Primer shall be applied by either brushing or spraying on the joint surfaces. Sealant shall be installed within 2 to 24 hours after the application of primer.

For horizontal joints, sealant may be installed by pouring directly from a suitable shaped can or by flowing from a bulk-loading gun. Vertical joints shall be filled from a gun, starting from the bottom, to avoid bridging and the formation of air voids. Overhead joints shall be filled from a gun, by laying a bead along each side of the joint and then filling the middle. Immediately after installation, sealant shall be tooled in order to establish firm contact with joint surfaces and to provide a smooth sealant surface. Method of tooling shall be in accordance with manufacturer's instructions.

Joint depth shall be controlled with the use of joint fillers and backup materials. Fillers and backup materials in contact with sealant shall be non-impregnated and free from asphalt, creosote, oil, or extractable plasticizers. Backup material shall be closed cell polyethylene foam rod, with a diameter 1/4 inch larger than the joint width. Joint widths and sealant depths shall be as shown, except that sealant depth shall not exceed 1/2 inch.

### W-7.05 Unbonded Horizontal Joints

Unbonded horizontal joints shall be used as shown or required where slabs or beams must be prevented from bonding to footings, walls, columns, or other rigid parts of the structure.

Bonding shall be prevented by use of structural grade neoprene pads meeting the requirements of Section 25, Division 2 of the AASHTO Standard Specifications for Highway Bridges. The pads shall be placed over the bearing surface of the footing, wall, or other supporting part of the structure so as to isolate it from the new concrete being placed. The neoprene pads shall not be thinner than 1/4 inch.

## SPECIFIC PROVISIONS – WORKMANSHIP AND MATERIALS

### SECTION 8 - METAL CASTINGS

#### W-8.01 General

Metal castings include all miscellaneous ferrous and nonferrous castings.

Wheel guards, valve boxes, manhole frames and covers, stop log grooves, brackets and supports for piping, gutter inlets, floor, roof and gallery drains, stormwater inlets, beehive grates and frames, cleanout covers, and special malleable iron castings and inserts are included in this classification.

#### W-8.02 Materials

Metal castings shall meet the requirements of the following standards, except as otherwise specified herein.

Gray Iron	ASTM Des: A 48
Malleable Iron	ASTM Des: A 47
Carbon Steel	ASTM Des: A 27
Alloy Steel	ASTM Des: A 148
Aluminum	ASTM Des: B 26
Aluminum Bronze	ASTM Des: B 148
Silicon Bronze	Navy Spec. 46B28
Manganese Bronze	ASTM Des: B 132 or B 147
Ductile Iron	ASTM Des: A 536

#### W-8.03 Workmanship

Castings shall be made accurately to approved dimensions and shall be planed or ground where marked or where otherwise necessary to secure perfectly flat and true surfaces. Allowance shall be made in the patterns so that the specified thickness shall not be reduced. Manhole and cleanout frames and covers shall conform to the details shown on the Plans and shall be true and shall seat at all points. No plugging of defective castings will be permitted. All castings shall be erected to accurate grades and alignment, and when placed in concrete, they shall be carefully supported to prevent movement during concreting.

#### W-8.04 Weights

No castings weighing less than 95 percent of the theoretical weight, based on required dimensions, will be accepted. The Contractor shall provide facilities for weighing castings in the presence of the Engineer, or shall furnish invoices showing true weights, certified by the supplier.

## SPECIFIC PROVISIONS – WORKMANSHIP AND MATERIALS

### SECTION 10 - DUCTILE IRON PIPE AND FITTINGS

#### W-10.01 General

All ductile iron pipe shall meet the requirements of AWWA C151. The type and configuration of pipe bedding for buried pipe shall be as shown on the Plans. Coatings and linings for ductile iron pipe and fittings shall conform to the subsection headed "Coatings and Linings," contained herein. Pipe joints shall be bell and spigot, flanged, or mechanical joint as shown on the Plans.

Ductile iron pipe and ductile iron fittings buried in the ground for force mains or installed in pumping stations shall have a minimum thickness of Class 52 unless specified otherwise as shown on the Plans. Ductile push-on iron pipe and fittings for gravity systems, including house laterals, shall be Class 54 and shall have an interior lining as specified in the subsection "Lining for Ductile Iron Gravity Pipe."

#### W-10.02 Flanged Pipe

Flanged pipe shall conform to the requirements of AWWA C115. Flanges shall be ductile iron and shall have long hubs. There shall be no leakage through the pipe threads, and the flanges shall be designed to prevent corrosion of the threads from outside.

#### W-10.03 Fittings

All ductile iron fittings shall meet the requirements of AWWA C110, and have a pressure rating of 250 psi, or as specified, whichever is larger.

#### W-10.04 Flanged Joints

Flanged joints shall meet the requirements of ANSI Specification B16.1. Flanges, flange facing drilling, and protecting shall be as specified for flanged pipe. Bolts and nuts for flanged joints shall be Type 316 stainless steel unless otherwise stated on the Plans or directed by the Engineer.

Except where otherwise directed by the Engineer, gaskets for flanged joints shall be of the full-face type, meeting the requirements of ANSI B16.21. Gaskets shall be rubber with cloth insertion, as made by the Crane Company, Garlock Packing Company, U.S. Rubber Company, or equal.

#### W-10.05 Mechanical Joints

Mechanical joints shall meet the applicable requirements of AWWA C111.

#### W-10.06 Push-on Joints

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Push-on joints shall be of the bell and spigot type which employs a single, elongated grooved gasket to effect the joint seal. Push-on joints shall meet the applicable requirements of AWWA C111.

### W-10.07 Wall Castings, Connecting Pieces, and Special Fittings

Wall castings and connecting pieces, such as bell and bell, bell and spigot, bell and flange, flange and flange, flange and spigot, and flange and flare, shall meet the requirements of ANSI Specification A21.10. Unless otherwise shown or specified, fittings 14 inches and larger shall have a pressure rating of 250 psi.

Where special fittings are required, they shall be of an approved design and shall have the same diameters and thicknesses as standard fittings, unless otherwise required, but their laying lengths and other functional dimensions shall be determined by their positions in the pipelines and by the particular piping materials to which they connect.

Where watertightness is essential and at other locations where indicated, wall castings shall be provided with an integrally cast intermediate collar located at the center of the wall.

### W-10.08 Sleeve-Type Couplings

Gaskets shall be of molded rubber. Middle rings shall be without a pipe stop and shall be at least 1/4 inch thick and 5 inches wide for 8-inch and smaller pipe, 3/8 inch thick and 7 inches wide for 10-inch through 30-inch pipe, and 1/2 inch thick and 10 inches wide for 36-inch and larger pipe with follower rings of appropriate thickness, unless otherwise shown or specified.

Sleeve-type couplings shall be shop coated with nontoxic material compatible with the finished coatings specified.

### W-10.09 Coatings and Linings

Pipe which is to be buried shall have the standard outside coating specified in AWWA C151-8.1.

Unless otherwise shown on the Plans or specified, all ductile iron pipe and fittings shall have a cement-mortar lining meeting the requirements of AWWA C151-8.2.

The weight and class designation shall be painted conspicuously in white on the outside of each pipe, fitting, and special casting after the shop coat has hardened.

### W-10.10 Harnessing

Ductile iron pipe and fittings with mechanical joints that require harnessing shall be provided with ductile iron retainer glands. The glands shall be installed in accordance with the manufacturer's recommendations. Set screws shall be tightened to 75 foot-pounds torque. Where

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the glands are to be buried or not exposed to view, the assembly shall be given 2 heavy coats of asphalt varnish after installation. Ductile iron pipe and fittings with push-on joints that require harnessing shall be Clow F-128 "Super Lock Joint," American Cast Iron Pipe "Lok-Fast Joint," U.S. Pipe and Foundry Company "TR Flex," or equal.

### W-10.11 Lining for Ductile Iron Gravity Pipe

All ductile iron pipe and fittings, unless otherwise shown or specified, shall be provided with a special interior lining. For sizes 8 inches in diameter and above, the lining material shall be virgin polyethylene complying with ASTM D 1248 (40 mils thick) heat bonded to the interior of the pipe for all pipe sizes. For 6-inch diameter, the lining material shall either be the aforementioned polyethylene system or a 40 mil thick coal tar epoxy system. All pipe joint bells shall be coated on the inside with the same lining material as used in the pipe barrel. All field cuts shall be field coated with 40 mils of high build epoxy compatible with the lining.

### W-10.12 Polyethylene Encasement

Polyethylene encasement shall be installed on all ductile iron pipe and fittings within the sections indicated on the Plans or as directed by the Engineer and in accordance with ANSI/AWWA C105/A21.5.

Although not intended to be a completely air-and-water-tight enclosure, the polyethylene shall prevent contact between the pipe and the surrounding backfill.

Polyethylene encasement shall be installed in accordance with the pipe manufacturer's instructions, or in a manner acceptable to the Engineer. Polyethylene encasement shall extend 1 foot beyond the joint in both directions (a total of 2-foot overlap) and shall be adhered to said joint with 2-inch wide green marking tape. The slack width shall be taken up at the top of the pipe to make a snug, but not tight, fit along the barrel of the pipe, securing the fold at quarter points. Upon installation of the encasement, any cuts or damaged portions of the polyethylene encasement shall be securely mended with tape or with a short length of polyethylene sheet, or a tube cut open, wrapped around the pipe to cover the damaged area, and secured in place.

Backfill material shall be the same as specified for pipe without polyethylene wrapping; however, extra care should be taken that the backfill be free from cinders, refuse, boulders, rocks, stones, or other materials that could damage the encasement. Special care shall be taken to prevent damage to the polyethylene wrapping when placing backfill.

Because prolonged exposure to sunlight will deteriorate polyethylene film, such exposure prior to backfilling the wrapped pipe shall be kept to a minimum.

### W-10.13 Ductile Iron Pipe Exterior Coating

All pipe and fittings shall have an exterior asphaltic coating conforming to the following requirements:

Viscosity, KU at 25 degrees C     56-60

W10-3

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Flashpoint, degrees F (TCC)	40 degrees F Min
Dry set to touch, minutes	6
Dry hard, minutes	22

### W-10.14 Force Main Identification

Ductile iron pipe sanitary force main shall be continuously spiral wrapped with 2-inch wide green stick-on vinyl tape prior to installation for permanent identification purposes. The tape shall have a minimum thickness of 6 mils with a minimum tensile strength of 22 pounds per inch and a minimum adhesive factor of 40 ounces per inch. The pipe shall be clean and dry when wrapped.



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### SECTION 12 - PRECAST CONCRETE MANHOLES

#### W-12.01 General

Manholes shall be constructed of precast reinforced concrete sections. Each manhole shall have a base section or tee section, barrel section, and an eccentric or concentric cone top, all as required. Manholes shall be built without steps. Except as otherwise specified or shown, precast concrete manholes shall comply with ASTM Des: C 478.

Manholes are classified as either Standard Deep Type Manholes, Standard Shallow Type Manholes, or Standard Drop Manholes. The maximum depths permitted for Standard Shallow Type Manholes and the locations where Standard Drop Manholes are to be used shall be as shown on the Plans.

Manhole barrel sections shall be constructed with preformed openings properly located for making sewer line connections. The diameter of such openings shall be not more than 4 inches larger than the outside diameter of the pipe or pipe bell to be connected. The distance between the nearest edge of such openings and the shoulder of the barrel joint shall be 6 inches minimum.

#### W-12.02 Materials

Cement, sand, and water shall meet the requirements of the Workmanship and Materials section headed "Concrete Materials."

Brick shall meet the requirements of ASTM Des: C 32 Grade SM and shall have minimum dimensions of 2-1/4 inches by 3-1/2 inches by 7-1/2 inches. Brick shall be new, solid, sound, hardburned throughout, and uniform in size and quality.

Manhole frames and covers shall be of gray iron, shall meet the requirements of the Workmanship and Materials section headed "Metal Castings" and shall conform to the details shown on the Plans.

#### W-12.03.1 Manholes on Sewers 24 Inches or Less in Diameter

Base sections for Standard Deep Type and Shallow Type Manholes shall consist of a circular slab base with a minimum thickness of 8 inches, and shall be reinforced as shown on the Plans. The base slab may extend beyond the outside diameter of the barrel section a maximum of 6 inches, providing the extension is equal at all points on the circumference of the slab. The manhole shall be set on not less than 6 inches of thoroughly compacted #57 stone.

Barrel sections for Standard Deep Type Manholes shall have an inside diameter of 48 inches plus or minus 1/2 inch and a minimum wall thickness of 8 inches plus or minus 2/5 inch. The minimum cover from the inside face of the wall to the reinforcement shall be 4-1/4 inches, and the minimum cover from the outside face of the wall to the reinforcement shall be 1-1/4 inches. The bottom section of manhole barrel shall be integrally precast with the manhole base section.

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Top sections for Standard Deep Type Manholes shall be eccentric cones as shown on the Plans, with a minimum wall thickness of 8 inches plus or minus 2/5 inch. The minimum cover from the inside face of the cone to the reinforcement shall be 4-1/4 inches, and the minimum cover from the outside face of the cone to the reinforcement shall be 1-1/4 inches.

Standard Drop Manholes shall comply with all applicable sections of the specifications for Standard Deep Type manholes and shall conform to the details as shown on the Plans.

### W-12.03.2 Manholes on Sewers 27 to 42 Inches in Diameter

Base sections for Standard Deep Type and Shallow Type Manholes shall consist of a circular slab base, 5 feet or 6 feet in diameter as shown on the Plans, with a minimum thickness of 8 inches, and shall be T-Lok lined and reinforced as shown on the Plans. The base slab may extend beyond the outside diameter of the barrel section a maximum of 6 inches, providing the extension is equal at all points on the circumference of the slab. The manhole shall be set on not less than 8 inches of thoroughly compacted #57 stone.

Barrel sections for Standard Deep Type Manholes shall have an inside diameter of 48 inches plus or minus 1/2 inch, be T-Lok lined and a minimum wall thickness of 5 inches plus or minus 1/4 inch, and the minimum cover from the outside face of the wall to the reinforcement shall be 1-1/4 inches.

Top sections for Standard Deep and Shallow Type Manholes shall be a flat slab as shown on the Plans, with a minimum thickness of 10.5 inches and shall be T-Lok lined.

Standard Drop Manholes shall comply with all applicable sections of the specifications for Standard Deep Type manholes and shall conform to the details as shown on the Plans.

### W-12.03.3 Manholes on Sewers 48 Inches or Greater in Diameter

Base sections for Standard Deep Type and Shallow Type Manholes shall be precast reinforced concrete pipe tees in the sewer lines as shown on the Plans. The run of each tee shall have the same diameter as the sewer and shall have the same joints. The run section shall conform to the requirements for Class V pipe, ASTM Des: C 76.

Barrel sections for Standard Deep Type Manholes shall have an inside diameter of 48 inches plus or minus 1/2 inch, T-Lok lined and a minimum wall thickness of 5 inches plus or minus 1/4 inch. The minimum cover from the inside face of the wall to the reinforcement shall be 1-1/4 inches, and the minimum cover from the outside face of the wall to the reinforcement shall be 1-1/4 inches. The bottom section of the manhole barrel shall be integrally precast with the manhole base section.

Top sections for Standard Deep Type Manholes shall be a flat slab, T-Lok lined as shown on the Plans, with a minimum wall thickness of 10.5 inches.

Standard Drop Manholes shall comply with all applicable sections of the specifications for Standard Deep Type Manholes and shall conform to the details as shown on the Plans.

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### W-12.04 Workmanship

Mortar shall be composed of one part cement to two parts sand.

Concrete for the base invert shall be Class D. The invert shall be constructed as shown in detail on the Plans and shall have a smooth channel with a circular shaped bottom with a radius equal to the inside radius of the sewer section.

Connections to pipes shall be without projections or voids. Connections to pipes shall be made with flexible type boot, cast integrally into the wall of the manhole and stainless steel bands, as detailed on the Plans, or equal.

Manhole sections shall be joined with rubber gaskets as specified for reinforced concrete pipe sewers, except that a preformed joint sealing compound be applied in accordance with the manufacturer's instructions. This may be substituted for the rubber gasket in manholes on sewers 42 inches or less in diameter. Sufficient preformed joint sealing compound shall be installed so as to completely fill the joint and show a "squeeze-out" on the inside and outside of the joint. Annular spaces on the inside and outside of joints with rubber gaskets shall be filled with mortar.

The elevation of the top rim of manhole frames shall be set to conform with grades and transverse slopes furnished by the Engineer. Precast concrete manhole components shall not be ordered until such elevations are issued by the Engineer. Manhole frames shall be firmly embedded in mortar. Wedges of shims shall be provided to ensure accurate placing of the frame.

### W-12.05 Curing

All precast concrete manhole sections shall be cured in accordance with any one of the methods specified in ASTM Des: C 478. The facilities for curing shall, however, be subject to review and prior approval of the Engineer. No precast concrete manhole sections shall be delivered to the job site until the specified minimum compressive strength of 4,000 psi (6,000 psi in the case of manhole base sections on sewers 48 inches or larger in diameter), as determined by crushing tests on cured concrete cylinders, has been obtained.

### W-12.06 Inspection and Testing of Precast Concrete Manholes

All precast concrete manholes shall be inspected by an independent, certified testing laboratory, approved by the Engineer, to establish the strength of the concrete and the adequacy of curing, to certify the date that the manhole were cast and to confirm that the steel has been properly placed, all in accordance with the Plans and Specifications. The cost of these tests shall be included in the various unit price Contract Items, and no special payment will be made therefor. This testing shall be performed by the laboratory at the Contractor's manufacturing plant, prior to shipment.

All concrete cylinders must be cured in a natural environment. At least three (3) cylinders shall be taken each day that manholes are cast, with batch samples to be designated by the laboratory representative. At least one set of cylinders shall be taken for each 9 cubic yards of concrete used in the construction of the manhole sections. These samples shall be tested for strength. If the samples

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fail to meet minimum concrete strength requirements set forth in the Specifications, all manhole sections manufactured from the concrete from which the cylinders were made will be considered rejected.

In addition, the City reserves the right to core manholes either at the site or point of delivery to validate strength of concrete and placement of steel. If cores fail to demonstrate the required strength or indicate incorrect placement of reinforcing steel, all sections not previously tested will be considered rejected until sufficient additional cores are tested, at the Contractor's expense, to substantiate conformance to these requirements.

### W-12.07 Transportation and Delivery

Every precaution shall be taken to prevent injury to the precast manhole sections during the transportations and unloading of the sections. The precast sections shall be unloaded using skids, pipe hooks, rope slings, or suitable power equipment, if necessary, and the sections shall be under perfect control at all times. Under no conditions shall the precast sections be dropped, dumped, or dragged.

If any precast section is damaged in the process of transportation, or handling, such section shall be rejected and immediately removed from the site and replaced at the Contractor's expense.

### W-12.08 Test Reports

Each manhole delivered to the construction site must have a concrete test report indicating a minimum of 4,000 psi strength. If the manhole sections are produced from different pours, each section must have a concrete test report. Test reports must be submitted to the Engineer prior to shipment of the manholes.

**SECTION 14 - PIPE CRADLES AND ENCASEMENT**

W-14.01 General

The Contractor shall furnish and place pipe cradles or pipe encasement, having dimensions as shown on the Plans, when specified in the Contract Items, when shown on the Plans, or when ordered in writing by the Engineer. Pipe cradles and pipe encasement shall be constructed of Class D concrete.

W-14.02 Concrete Cradle for Pipe

When concrete cradle is to be provided, as shown on the Plans or ordered by the Engineer, the sewer shall be laid to grade and supported on concrete blocks near each end. The tops of the blocks shall be shaped to conform to the dimensions of the pipe being laid and shall be set approximately 3/8 inch low. The pipe shall be placed on the blocks on stiff mortar of sufficient thickness to bring the pipes to exact grade. Timber blocking, or a type approved by the Engineer, may be employed in place of concrete blocks. The concrete cradle shall be placed against undisturbed earth on the bottom and sides of the trench. The Class D concrete shall be placed on one side only until it has risen above the invert on the other side, after which the remainder of the concrete shall be deposited on both sides. Suitable means shall be provided to prevent movement of the pipe during the placement of the concrete.

W-14.03 Concrete Encasement of Pipe

The pipe shall be supported and the Class D concrete encasement shall be placed as specified under concrete pipe cradle. The concrete shall be placed against undisturbed earth on the bottom and sides of the trench and continued over the pipe to provide the required thickness of complete encasement.

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### **SECTION 15 - LAYING AND JOINTING PIPE FOR FORCE MAINS AND SEWERS**

#### W-15.01 General

The installation, delivery, transportation, unloading, and stringing of pipes, fittings, and accessories for force mains and sewers shall be done in accordance with AWWA C600 for ductile iron pipe and ASTM Des: C 12 for clay and concrete pipe and ASTM D 2321 and pipe manufacturer's recommendations for PVC pipe, as modified or supplemented by the specifications of this section and by the details shown on the Plans.

Proper and suitable tools and appliances for the safe and convenient cutting, handling, and laying of the pipe and fittings shall be used.

Suitable fittings shall be used where shown and at connections where grade or alignment changes require offsets greater than those recommended by the pipe manufacturer.

Pipes and fittings shall be thoroughly cleaned before they are laid and shall be kept clean until they are accepted in the completed work.

All lines shall be closed off with bulkheads when pipe laying is not in progress.

Before being laid, all pipe and specials shall be thoroughly examined for defects, and no piece shall be installed which is known to be defective. If any defective piece should be discovered after having being installed, it shall be removed and replaced with a sound one in a satisfactory manner by the Contractor at his own expense.

Pipe shall be thoroughly cleaned before it is laid and shall be kept clean until it is accepted in the completed work. Special care shall be exercised to avoid leaving bits of wood, dirt, and other foreign particles in the pipe. If any such particles are discovered before the final acceptance of the work, they shall be removed and the pipe cleaned at the Contractor's expense.

Pipe laying for sewers shall begin at the low end of a run and proceed upgrade. Generally, all such pipe shall be laid with bells or grooves pointing uphill. Each pipe shall be carefully placed and checked for line and grade.

Adjustments to bring pipe to line and grade shall be made by scraping away or filling in granular material under the body of the pipe, but in no case by wedging or blocking up the barrel. The faces of the spigot ends and the bells shall be brought into fair contact, and the pipe shall be firmly and completely shoved home. As the work progresses, the interior of the pipelines shall be cleaned of all dirt and superfluous materials of every description. All lines shall be kept absolutely clean during construction. Pipelines shall be laid accurately to line and grade.

Gaskets for pipe joints shall be stored in a cool place and protected from light, sunlight, heat, oil, or grease until installed. Any gaskets showing signs of checking, weathering, or other deterioration will be rejected.

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Pipe shall be of the types, sizes, and classes shown on the Plans or as listed in the Contract Items.

Each piece of pipe shall be inspected and cleaned before it is lowered in the trench and any lumps or projections on the face of the spigot or tongue end or the shoulder shall be cut away. No cracked, broken, or defective pieces shall be used in the work.

Concrete pipe manufactured with a plastic sheet liner shall be laid so that the liner is on the crown of the pipe and placed symmetrically about the vertical centerline of the pipe.

Pipe laying will be permitted only in dry trenches having a stable bottom. Where groundwater is encountered, the Contractor shall make every effort to secure an absolutely dry trench bottom.

If, in the opinion of the Engineer, the Contractor has failed to obtain an absolutely dry trench bottom by improper or insufficient use of all known methods of trench dewatering, the Engineer may then order the Contractor to excavate below grade and place sufficient selected fill material, crushed stone, or Class D concrete over the trench bottom at the Contractor's own expense.

If all efforts fail to obtain this condition and the Engineer determines that the trench bottom is unsuitable for pipe foundation, he will order in writing the kind of stabilization to be constructed.

### W-15.02 Transportation and Delivery

Every precaution shall be taken to prevent injury to the pipe during transportation and delivery to the site. Extreme care must be taken in loading and unloading the pipe and fittings. Such work must be done slowly with skids or suitable power equipment, and the pipe shall be under perfect control at all times. Under no condition shall the pipe be dropped, bumped, dragged, pushed, or moved in any way which will cause damage to the pipe or coating. When handling the pipe with a crane, a suitable pipe hook or sling around the pipe shall be used. Under no condition shall the sling be allowed to pass through the pipe unless adequate measures are taken to prevent damage to the pipe ends.

If in the process of transportation, handling, or laying, any pipe or special is damaged, such pipe or pipes shall be replaced or repaired by the Contractor at his own expense.

The Contractor shall furnish and install suitable blocking and stakes so as to prevent the pipe from rolling. The type of blocking and stakes, and the method of installation, shall be approved by the Engineer.

### W-15.03 Pipe Laying - Trenches

Pipelines shall be laid in trench excavation on bedding material as specified under the Workmanship and Materials section headed "Backfilling," Class D concrete cradle or other

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foundations as shown on the Plans, specified, or ordered in writing by the Engineer. The pipe shall be properly secured against movement and pipe joints shall be made in the excavation as required.

The pipe bedding shall be carefully graded, compacted, and formed to fit the bottom quadrant of the pipe. Bell holes shall be cut out for each joint as required to permit the joint to be properly made and allow the barrel of the pipe to have full bearing throughout its length.

Where pipelines are laid in Class D concrete cradle or encasement, the installation shall conform to the requirements of the Workmanship and Materials section headed "Pipe Cradles and Encasements."

Pipelines laid on other type foundations shall be installed as specified for such other foundations or as directed in writing by the Engineer.

### W-15.04 Lateral Detection Tape

Detectable underground marking tape shall be installed over all laterals from the edge of pavement to the property line. The 2-inch wide tape shall be APWA green and reverse printed bearing the identification of the sewer line below it and a warning such as "CAUTION."

The tape shall be buried 4-6 inches. After trench backfilling, the tape shall be placed in the backfill and allowed to settle into place with the backfill.

### W-15.05 Mechanical Joints for Ductile Iron Pipe

In making up mechanical joints, the spigot shall be centered in the bell. The surface with which the rubber gasket comes in contact shall be cleaned thoroughly and the gasket shall be washed thoroughly with soapy water just prior to assembly of the joint. The gasket and gland shall be placed in position, the bolts inserted, and the nuts tightened fingertight. The nuts then shall be tightened by means of a torque wrench in such a manner that the gland shall be brought up evenly into the joint. The following range of bolt torques shall be applied:

<u>Bolt Size</u> <u>Inches</u>	<u>Range of Torque</u> <u>Foot-Pounds</u>
5/8	45 - 60
3/4	75 - 90
1	80 - 100
1-1/4	105 - 120

If effective sealing is not obtained at the maximum torque listed above, the joint shall be disassembled and reassembled after a thorough cleaning.

All bolts and nuts shall be field coated with a bituminous coating after assembly of the joint.

### W-15.06 Push-on Joints for Ductile Iron Pipe



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In making up push-on joints, the gasket seat in the socket shall be cleaned thoroughly and the rubber gasket shall be wiped clean with a cloth. The gasket shall be placed in the socket and a thin film of lubricant shall then be applied to the inside surface of the gasket that will come in contact with the entering pipe. The plain end of the pipe to be entered shall be cleaned thoroughly and placed in alignment with the bell of the pipe to which it is to be joined. The joint shall be made up by exerting sufficient force on the entering pipe so that its plain end is moved past the gasket until it makes contact with the base of the socket.

### W-15.07 Joining Clay Pipe

The joining of clay pipe with flexible plastic joints shall be done in accordance with the manufacturer's instructions. The joint surface on both the bell and spigot ends shall be wiped clean and coated with a lubricant furnished by the manufacturer to facilitate assembly. The spigot end shall be inserted in the bell and pressure applied sufficient to seat the pipe properly. After the joint has been completed, any voids in the excavation beneath the spigot shall be thoroughly tamped full of granular fill material to provide a full bearing for the pipe and prevent excessive pressure on the bottom of the joint.

### W-15.08 Joining of PVC Pipe-Gravity

The assembly of gasketed joints shall be performed as recommended by the pipe manufacturer. In all cases clean the gasket and bell, especially the groove area and the spigot area, with a rag, brush or paper towel to remove any dirt or foreign material before the assembly. Lubricant shall be applied as specified by the pipe manufacturer.

Align the spigot to the bell and insert the spigot into the bell until it contacts the gasket uniformly. Apply firm steady pressure either by hand or by bar and block assembly until the spigot easily slips through the gasket.

If undue resistance to insertion of the pipe end is encountered or the reference mark does not position properly, disassemble the joint and check the position of the gasket. If it is twisted or pushed out of its seat ("rolled"), inspect components, repair or replace damaged items, clean the components, and repeat the assembly steps. Be sure both pipe lengths are in concentric alignment. If the gasket was not out of position, verify proper location of the reference mark.

To join field-cut pipe, first square cut the pipe end. Use a factory-finished beveled end as a guide for proper bevel angle and depth of bevel plus the distance to the insertion reference mark. Bevel the end using a pipe beveling tool or a wood rasp which will cut the correct taper. Round off any sharp edges on the leading edge of the bevel.

### W-15.09 Joining Concrete Pipe

Before joining concrete pipe using flexible rubber gaskets, the joint surfaces of both the bell and spigot (tongue and groove) ends shall be wiped clean. Any lumps, projections, burrs, or chips which would interfere with the proper compression of the gasket shall be repaired. The spigot or

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tongue end with the gasket in place and with all surfaces lubricated as recommended by the manufacturer, shall be inserted into the bell or groove. Pressure shall be applied to seat the pipe properly in the bell or groove. Voids under the pipe shall be tamped full of granular material to provide full bearing for the pipe.

Curves for reinforced concrete pipe sewers shall be constructed with standard pipe where the opening of the joint on the outside of the curve is less than 1/2 inch. Where greater opening of the joint would be required, the curves shall be constructed using beveled or radius pipe with standard joints.

Curves for reinforced concrete pressure pipe or prestressed concrete pipe shall be constructed with standard pipe sections, where the opening of the joint on the outside of the curve is less than 1/2 inch, or with beveled pipe, precast elbows or combination of these methods.

### W-15.10 Concrete Pipe Rubber Gasket Joints

Rubber gaskets shall be of the O-ring type or equivalent cross section approved by the Engineer. The composition and properties of the gaskets for gravity flow sewers shall meet the requirements of ASTM Des: C 443.

Composition and properties for concrete pressure pipe gaskets shall meet the requirements of the specifications for the concrete pressure pipe with which the gasket will be used.

In making O-ring rubber gasketed joints, the gasket and the pipe socket shall be lubricated with an approved rubber gasket lubricant, and the gasket shall be stretched over the spigot and placed accurately in position. The tongue or spigot end shall be carefully centered in the socket of the preceding pipe so as to avoid displacement of the gasket, and the pipe shall be drawn home fully compressing the gasket. Adjustments to line and grade shall be made in such a manner that the compressed rubber gasket will not be disturbed. Before proceeding with backfilling, the joint shall be felt completely around to determine whether the gasket is in its proper position. If the gasket can be felt out of place, the pipe shall be withdrawn, and the gasket examined for cuts or breaks. If the gasket has been damaged, it shall be replaced with a new one before the pipe is replaced.

Rubber gaskets shall be stored in a cool place and protected from light, sunlight, heat, oil, or grease until installed. Any gaskets showing signs of checking, weathering, or other deterioration will be rejected.

### W-15.11 Temporary Bulkheads

At the ends of contract sections, where adjoining pipelines have not been completed, and in connections built into pipelines where adjoining pipelines or structures have not been completed and are not ready to be connected, temporary bulkheads, approved by the Engineer, shall be built. Such bulkheads encountered in connecting sewers or structures included in the Contract, or pipelines or structures previously built, shall be removed by the Contractor when the need for them has passed or when ordered by the Engineer.

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### W-15.12 Testing

The testing of pipelines shall be done in accordance with the requirements of the Workmanship and Materials section headed "Leakage Tests."

### W-15.13 Joining Clay or PVC Pipe to Ductile Iron Pipe

The joining of clay pipe to ductile iron pipe shall be accomplished with flexible compression couplings. Such couplings shall meet the requirements of ASTM DES: C 425 and shall be Series No. 1002 flexible polyvinyl chloride couplings with stainless steel compression bands. Installation of flexible couplings shall be done in accordance with the manufacturer's instructions. After the joint has been completed, any voids in the excavation beneath the coupling shall be thoroughly tamped full of granular fill material to provide a full bearing for the pipe and prevent excessive pressure on the bottom of the joint.

The joining of PVC pipe to ductile iron pipe shall be accomplished with rigid PVC C900 x SDR-35 adapter couplings. Such couplings shall be molded of PVC material meeting ASTM D-1784 specifications. Joints shall meet ASTM D-3213 requirements with gaskets conforming to ASTM F-477. Installation of rigid couplings shall be done in accordance with the manufacturer's instructions. After the joint has been completed, any voids in the excavation beneath the coupling shall be thoroughly tamped full of granular fill material to provide a full bearing for the pipe and prevent excessive pressure on the bottom of the joint.

### W-15.14 Connection to Manholes

The Contractor will be required to submit a shop drawing, detailing the method of connecting the proposed pipe to the manhole and making it watertight:

1. For connecting vitrified clay or ductile iron pipe, the Contractor shall use nonshrink grout to seal the opening between the pipe O.D. and manufactured opening in the manhole or flexible rubber boot, precast into the manhole. The boot shall have stainless steel bands to compress and seal to the proposed pipe or shall be a compression type, such as A-Lock.
2. For connecting PVC pipe, the Contractor shall use a flexible rubber boot, precast into the manhole. The boot shall have stainless steel bands to compress and seal to the proposed pipe or shall be a compression type, such as A-Lock. Should the flexible rubber boot need to be relocated or when connecting to an existing manhole, the Contractor shall perform the connection by one of two methods. The preferred method is to core the manhole and install a rubber boot. The boot shall be installed and the PVC connection shall be in accordance with the manufacturer's instructions. If the manhole cannot be cored or if the manhole is constructed of brick, the connection shall be made with a PVC manhole adapter which has an exterior impregnated silica surface layer. The adapter shall be installed and grouted into the manhole wall in accordance with the manufacturer's instructions with nonshrink grout. The PVC shall be inserted through the adapter.

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### W-15.15 Joint Grouting

Joints for concrete pipelines using rubber gaskets and steel end rings shall be grouted on the outside with cement mortar composed of one part Type IA portland cement to one part sand by volume. The materials shall be thoroughly mixed to produce a uniform mortar with all aggregate particles well coated.

The joint grouting shall not advance closer than two pipe lengths to the laying operations. In grouting the joint, a cloth diaper shall be used to encase the outside diameter of the bell of the pipe and adequately straddle the joint recess so as to keep out dirt and to serve as a form for grouting. The joint space shall be filled with cement mortar, just thin enough to run around the joint. The diaper is to be left in place permanently. Before the mortar has taken its initial set, the diaper shall be examined, and if not completely filled, additional mortar shall be forced into the joint.

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### SECTION 16 - RESTORATION OF STREET PAVEMENTS

#### W-16.01 General

The various street surfaces disturbed, damaged, or destroyed during the performance of the work under this Contract shall be restored and maintained as shown, specified, and directed. Included in this classification are permanent pavement surfaces of all types, pavement bases, curb, curb and gutter, alleys, driveways, and sidewalks.

The quality of workmanship and materials used in the restoration shall produce a street surface equal to or better than the condition before the work began.

Service boxes, manhole frames and covers, and similar structures not conforming to the new work shall be set to established grade at the Contractor's expense, and no separate payment will be made therefor.

All portland cement and asphaltic concrete pavements shall be removed in rectangular sections with sawed vertical cuts, or to existing joints, as directed by the Engineer. Concrete pavements shall be cut with a concrete saw. Asphaltic concrete pavements one-inch thick or greater shall be cut with a tool having a square neat edge. The edges of adjacent pavement shall be trimmed to straight lines which a roller can follow. Where reinforced concrete pavement is removed, one foot of existing reinforcement on each side of the excavation shall be left exposed and tied to the replaced reinforcing steel.

The equipment necessary for the proper performance of pavement replacement shall be on the site in satisfactory working condition and shall be subject to approval of the Engineer before the work is started.

All replaced concrete pavements shall have a minimum bearing on undisturbed earth outside the line of excavations of at least nine (9) inches.

#### W-16.02 Standards

The restoration of street pavement shall be performed in strict conformance with the standards relating to equipment, materials, and methods of construction of the authority having jurisdiction over the pavements, unless otherwise specified herein. Pavements to be restored are under the jurisdiction of the several agencies as follows:

1. State Highways are under the jurisdiction of the State of Florida Department of Transportation. Work on such pavements shall conform to the Department of Transportation Standard Specifications for Road and Bridge Construction.
2. City Streets are under the jurisdiction of the City of Tampa Department of Transportation and Stormwater Services. Work on such pavements shall conform to the Florida

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Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition, except that densities (including for subgrade) and other testing requirements shall follow current Department Transportation and Stormwater Services specifications, and except that Sections 330 and 331 shall be modified as shown in this Section. The type and thickness of pavement, base and stabilization shall be as shown, specified, and directed by the Engineer.

3. County Roads are under the jurisdiction of the Hillsborough County Engineering Department. Work on such pavements shall conform to County specifications.

All specifications of the several agencies having jurisdiction over pavement restoration work shall be the current issue of such specifications as of the date of the "Notice to Bidders," except as specified otherwise herein.

### W-16.03 Temporary Restoration

Upon completion of backfilling, the street or sidewalk surface damaged or destroyed shall be promptly placed in condition for safe temporary use. Temporary work shall be maintained in a suitable and safe condition for traffic until the permanent pavement is laid, or until final acceptance of the work.

Where the area over which existing pavement has been disturbed is to be repaved as part of an overall project by the agency having jurisdiction, any special temporary pavement replacement shall be as specified in the "Specific Provisions."

Pavement surfaces shall be temporarily restored by placing thereon, to proper line, grade and transverse profile, a layer or layers of compacted limerock conforming to all requirements regarding configuration, thickness, and density as detailed in the Plans, specified, and directed by the Engineer. When the compacted thickness of the limerock layer is greater than 6 inches, the base shall be constructed in multiple courses. Each course shall not exceed 6 inches in compacted thickness. Where the existing pavement has a permanent wearing surface, the temporary pavement shall be finished with a suitable grade of asphalt and sand to provide a temporary wearing course and to eliminate dust nuisance.

Curbs, where possible, shall be temporarily reset in place, as part of the work of temporary restoration of pavement.

Damaged or destroyed sidewalks shall be temporarily restored, immediately upon placing of the backfill, by placing a compacted layer of fine crushed limestone, choked with limestone screenings, which shall have a minimum thickness of three inches below the existing finished sidewalk grade.

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The temporary pavement shall be maintained by the Contractor and all holes and depressions filled until the permanent pavement is placed.

Limerock or shell placed in areas where the existing pavement is shell, limerock, crushed stone, or other similar material and is classed as nonpermanent pavement, will not be measured for separate payment. Placement of limerock or shell as nonpermanent pavement replacement will be included for payment under the various classified Unit Price Contract Items for pipelines.

Temporary sand and asphalt wearing courses placed on limerock base on which a permanent pavement surface will be constructed shall be incidental to the permanent pavement base work, and no separate payment will be made therefor.

Limestone screenings for temporary sidewalk surface shall be incidental to sidewalk replacement, and no separate payment will be made therefor.

Limerock base placed in areas to receive a permanent pavement surface will be measured for payment under the appropriate Contract Item for permanent pavement base.

### W-16.04 Preparation of Temporary Pavement for Permanent Pavement Replacement

After due notice and within the time specified, the temporary limerock pavement shall be prepared as the base to receive the new permanent pavement surface.

Prior to construction of the pavement base, the City will furnish the Contractor with the preconstruction survey notes for the streets disturbed by construction. The Contractor shall use these notes in bringing the base installed to grade allowing for the permanent pavement surface to be constructed.

The preparation of the base shall consist of bringing the area to be replaced to a grade conforming to the required grade and cross section, of uniform density, ready to receive the permanent pavement. This is to be accomplished by excavating or backfilling as needed, shaping, watering as required, or permitting to dry to proper consistency, and rolling the entire area with an approved self-propelled roller weighing not less than eight tons. Shaping and rolling shall be continued until the base has been properly prepared and shows that no further compaction of any practical benefit would result from continued rolling. The base shall be tested as to cross section, crown, and elevation. After being properly prepared, it shall be so maintained until the permanent pavement is constructed. Any part of the base area not accessible to the roller shall be thoroughly compacted by hand or by mechanical compaction in a manner acceptable to the Engineer. Preparation shall include sawing, cutting and trimming edges of existing pavements to provide a neat, uniform edge to abut the new pavement.

After completion of the base, the Contractor shall furnish the Engineer with survey notes verifying the base has been constructed to grade. Upon approval, payment will be made for permanent pavement base.

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### W-16.05 Certification for Limerock for Pavement Base

The Contractor shall furnish notarized certifications from all suppliers of limerock stating that all limerock supplied for use as pavement base conforms to the requirements of the applicable sections of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction.

### W-16.06 Permanent Pavement Base Densities

Permanent base material shall be installed and compacted to the required densities (98% modified proctor) in layers not exceeding six inches.

### W-16.07 Permanent Pavement Surface Restoration

Permanent restoration of pavement shall be pavement of the type and thickness detailed in the Plans, Specific Provisions, or as directed by the Engineer.

If the existing type of pavement is classified as nonpermanent pavement, the temporary restoration shall be reworked and completed and left in a condition at least equivalent to the existing nonpermanent pavement.

### W-16.08 Replacement of Curb, Curb and Gutter, Sidewalk and Driveways

All permanent restoration of street curb or curb and gutter shall be of the same type and thickness as the curb or curb gutter which abuts. The grade of the restored curb and curb and gutter shall conform with the grade of the existing adjacent curb or curb and gutter.

Except as otherwise specified herein or detailed in the Plans, all permanent restoration of driveways and sidewalks shall conform to the manner of construction as originally placed and to the lines and grades as given by the Engineer. No patching of concrete driveway areas will be allowed between joints or dummy joints.

Where sidewalks are replaced, the replacement shall be the full width of the walk and minimum lengths shall be 60 inches. Restoration of adjacent lawn is incidental to sidewalk replacement, and no separate payment will be made therefor.

### W-16.09 Replacement of Traffic Markings and Signalization Loops

The Contractor shall furnish all labor, equipment and materials to replace, test and maintain all traffic markings (temporary and permanent) and signalization loops removed or damaged by pipeline construction and appurtenance work as shown on the Plans, specified and directed by the Engineer.



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The replacement of traffic markings (temporary and permanent), signalization loops and all appurtenant work shall be replaced by the Contractor in kind.

It shall be the Contractor's responsibility to field verify before construction begins all markings and signalization loops to be replaced.

All traffic markings and signalization loops shall conform to the Workmanship and Materials standards set forth in the latest edition of the Florida Department of Transportation Standard and Supplemental Specifications.

Payment for the replacement of temporary and permanent traffic markings, signalization loops and all appurtenant work shall be included in the unit bid price for Permanent Pavement Surface Replacement, Asphaltic Concrete, and no separate payment shall be made therefor.

### W-16.10 Hot Bituminous Mixtures (Section 330) Type S Asphaltic Concrete (Section 331)

**This Subsection shall Replace and/or Modify Portions of F.D.O.T. Standard Specifications for Road and Bridge Construction (2007) Sections 330, 331 and 334.**

### SECTION 330 HOT BITUMINOUS MIXTURES

All references to the CITY OF TAMPA shall mean the local agency. All references to the Engineer shall mean the designated Engineer of the local agency. Any incorrect references to FDOT specifications, test methods, or standards should be brought to the attention of the Engineer for clarification.

330-1 Description. Construct plant-mixed hot bituminous pavements and bases. Establish and maintain a quality control system that provides assurance that all materials, products and completed construction submitted for acceptance meet Contract requirements.

330-1.1 General: Meet the requirements of Section 320 for plant and equipment, and meet the general construction requirements of Section 330. The Engineer will accept the work based on one of the following methods as described in 334-5 and 334-6:

- 1) Asphalt Work Category 1,
- 2) Asphalt Work Category 2,
- 3) Asphalt Work Category 3

330-1.2 Quality Control/Acceptance Testing: The contractor's submittal of documentation for quality control testing may be waived by the Engineer; however, the contractor shall not be exempt from implementing quality control procedures regarding material and workmanship. The local agency shall perform the quality acceptance testing, or utilize a licensed private testing laboratory of the Engineer's choice.

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SECTION 331 TYPE S ASPHALTIC CONCRETE

331-1 Description.

331-1.1 General: Construct a Type S Hot Mix Asphalt (HMA) pavement course as specified by the Contract. The general composition and physical test properties for all mixes shall be met per F.D.O.T Standard Specifications for Road and Bridge Construction. Meet the applicable requirements for plants, equipment, and construction requirements.

Where Type S Asphalt Concrete is specified in the Contract, if approved by the Engineer, the equivalent fine Type SP Asphalt Concrete mixture (Traffic Level C) meeting the requirements of Section 334 may be selected as an alternate at no additional cost to the Department. The equivalent mixes are as follows:

Type S-I .....	Type SP-12.5
Type S-II.....	Type SP-19.0
Type S-III.....	Type SP-9.5

Meet the requirements for plant and equipment specified in Section 320. Meet the general construction requirements specified in Section 330.

331-1.2 Layer Thicknesses:

331-1.2.1 Structural Layers: The allowable layer thicknesses for Type S Asphalt Concrete mixtures used in structural and overbuild applications is as follows:

Type S-III.....	3/4 – 1 1/4 inches [20 – 30mm]
Type S-I .....	1 1/4 – 2 1/2 inches [30 – 60 mm]
Type S-II .....	2 – 2 3/4 inches [50 – 70mm]

In addition to the minimum and maximum thickness requirements, the following restrictions are placed on Type S mixtures when used as a structural course:

Type S-III – Limited to the final (top) structural layer, one layer only.

Type S-I – May not be used in the first layer of courses over 3 1/2 inches [90 mm] thick, nor in the first layer of courses over 2 3/4 inches [70 mm] thick on limited access facilities.

Type S-II – May not be used in the final (top) structural layer.

331-1.2.2 Additional Requirements: The following requirements also apply to Type S Asphalt Concrete mixtures:

1. A minimum 1 1/2 inch [40 mm] initial lift is required over an Asphalt Rubber Membrane Interlayer (ARMI).

2. When construction includes the paving of adjacent shoulders (#5 feet [#1.5 m] wide), the layer thickness for the upper pavement layer and shoulder shall be the same and paved in a single pass, unless shown differently in the plans.

3. All overbuild layers shall be Type S asphalt concrete. Use the

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minimum and maximum layer thicknesses as specified in 331-1.2.1 unless shown differently in the plans. On variable thickness overbuild layers, the minimum allowable thickness may be **reduced by 1/2 inch (13 mm), and the maximum allowable thickness may be increased 1/2 inch (13 mm)**, unless shown differently in the plans. Other variations from these thicknesses must be approved by the Engineer.

### 331-4 General Composition of Mixture.

331-4.3 Mix Design: Prior to the production of any asphalt mixture, obtain the Engineer's conditional approval of the mix design. If required by the Engineer, send representative samples of all component materials, including asphalt binder to a laboratory designated by the Engineer for verification. The Engineer will consider any marked variations from original test data for a mix design or any evidence of inadequate field performance of a mix design as sufficient evidence that the properties of the mix design have changed, and at his discretion, the Engineer may no longer allow the use of the mix design. Furnish the following information:

1. The specific project on which the mixture will be used.
2. The source and description of the materials to be used.
3. The gradation and approximate 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.
4. A single percentage of the combined mineral aggregate passing each specified sieve. Degradation of the aggregate due to processing (particularly No. 200 [75 µm]) should be accounted for and identified for the applicable sieves.
5. A single percentage of asphalt by weight of total mix intended to be incorporated in the completed mixture, shown to the nearest 0.1%. For structural mixes (S-I, S-II and S-III) establish the optimum asphalt content at a level corresponding to a minimum of 4.5% air voids. For FC-3 mixes, establish optimum asphalt content at a level corresponding to a minimum of 5.0% air voids.
6. A single temperature at which the mixture is intended to be discharged from the plant.
7. The laboratory density of the asphalt mixture for all mixes except Open-Graded Friction Courses.
8. Evidence that the completed mixture will meet all specified physical requirements.
9. The name signature dated of the individual responsible for the Quality Control of the mixture during production.

331-4.4 Contractor Quality 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 for quality control purposes.

### 331-5 Acceptance Procedures:

331-5.1 General Construction Requirements: shall meet same requirements as 334-5 General Construction Requirements (with exception to requirements regarding SP spread rates, unless specified by the Engineer).

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331-6 Acceptance of the Mixture: shall meet same requirements as 334-6 Acceptance of the Mixture (with exception to Table 334-3 to be replaced with Table 331-6).

<b>Table 331-6 Tolerances for Acceptance Tests</b>	
Characteristic	Tolerance
Asphalt Binder Content	±0.55%
Passing No. 4 [4.75 mm] sieve	±7.00%
Passing No. 10 [2.00 mm] sieve	±5.50%
Passing No. 40 [425 µm] sieve*	±4.50%
Passing No. 200 [75 µm] sieve	±2.00%
*Applies only to Types S-I, S-II, S-III, and FC-3.	

331-7 Acceptance of the Mixture at the Roadway: shall meet same requirements as 334-6 Acceptance of the Mixture (with exception to Table 334-3 shall be replaced with Table 331-6).

<b>Table 334-7 Roadway Density Acceptance Values</b>	
Characteristic	Tolerance
Roadway Density (average of three cores)	92.0% $G_{mm}$ (proposed mix design)
Roadway Density (avg. of 5 tests nuclear method)	95.0% $G_{sb}$ (proposed mix design)
Roadway Density (avg. of 5 tests nuclear method)	96.0 % $G_{sb}$ (lab density)

SECTION 334 SUPERPAVE ASPHALT CONCRETE

334-1 Description.

334-1.1 General: Construct a Type SP Hot Mix Asphalt (HMA) pavement 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 a HMA mix that meets the requirements of this specification.

334-1.2 Asphalt Work Mix Categories: Construction of Hot Mix Asphalt Pavement will fall into one of the following work categories:

334-1.2.1 Asphalt Work Category 1: Includes the construction of bike paths.

334-1.2.2 Asphalt Work Category 2: Includes the construction of new HMA turn lanes, paved shoulders and other non-mainline pavement locations.

334-1.2.3 Asphalt Work Category 3: Includes the construction of new mainline HMA pavement lanes, milling and resurfacing.

334-1.3 Mix Types: Use the appropriate HMA mix as shown in Table 334-1.

<b>Table 334-1 HMA Mix Types</b>		
Asphalt Work Category	Mix Types	Traffic Level

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1	Type SP-9.5 , or equivalent as determined by the Engineer	A
2	Type SP-9.5, SP-12.5, or equivalent as determined by the Engineer	B or C
3	Type SP-9.5, SP-12.5	C

A Type SP 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.).

334-1.4 Gradation Classification: HMA mixes are classified as either coarse or fine, depending on the overall gradation of the mixture. Coarse and fine mixes are defined in 334 3.2.2. Use only fine mixes.

The equivalent AASHTO nominal maximum aggregate size Superpave mixes are as

follows:

Type SP-9.5..... 9.5 mm  
 Type SP-12.5..... 12.5 mm

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

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

where:        t        = Thickness (in.) (Plan thickness or individual layer thickness)  
               G<sub>mm</sub>    = Maximum specific gravity from the mix design

For target purposes only, spread rate calculations shall be rounded to the nearest whole number.

334-1.5.1 Layer Thicknesses: Unless otherwise called for in the Contract Documents, the allowable layer thicknesses for HMA mixtures are as follows:

Type SP-9.5..... 3/4 - 1 1/2 inches  
 Type SP-12.5..... 1 1/2 - 2 1/2 inches

334-1.5.2 Additional Requirements: The following requirements also apply to HMA mixtures:

1. When construction includes the paving of adjacent shoulders (≤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.

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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 may be increased by 1/2 inch, unless called for differently in the Contract Documents.

334-1.6 Weight of Mixture: The weight of the mixture shall be determined as provided in 320 2.2 of the Florida Department of Transportation (FDOT) specifications.

334-2 Materials.

334-2.1 Superpave Asphalt Binder: Unless specified elsewhere in the Contract or in 334- 2.3.3, use a PG 67 22 asphalt binder from the FDOT Qualified Products List (QPL).

334-2.2 Aggregate: Use aggregate capable of producing a quality pavement. For Category 2 and 3 projects, require the aggregate supplier to certify that the material meets FDOT requirements.

334-2.3 Reclaimed Asphalt Pavement (RAP) Material:

334-2.3.1 General requirements: RAP may be used as a component of the asphalt mixture if approved by the Engineer. Usage of RAP is subject to the following requirements:

1. Limit the amount of RAP material used in the mix to a maximum of 50 percent by weight of total aggregate.
2. Do not use RAP material in any friction course mixes.
3. Provide stockpiled RAP material that is reasonably consistent in characteristics and contains no aggregate particles which are soft or conglomerates of fines.
4. Provide RAP material having a minimum average asphalt content of 4.0 percent by weight of total mix. The Engineer may sample the stockpile to verify that this requirement is met.
5. Use a grizzly or grid over the RAP cold bin, in-line roller crusher, screen, or other suitable means to prevent oversized RAP material from showing up in the completed recycle mixture. If oversized RAP material appears in the completed recycle mix, take the appropriate corrective action immediately. If the appropriate corrective actions are not immediately taken, stop plant operations.

334-2.3.2 Material Characterization: Assume responsibility for establishing the asphalt binder content, gradation, viscosity and bulk specific gravity (Gsb) 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. Maintain the viscosity of the recycled mixture within the range of 4,000 to 12,000 poises.

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<b>Table 334-2</b>	
<b>Asphalt Binder Grade for Mixes Containing RAP</b>	
Percent RAP	Asphalt Binder Grade
<20	PG 67-22
20 – 29	PG 64-22
≥ 30	Recycling Agent

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 R35 04, except as noted herein. Submit the proposed mix design with supporting test data indicating compliance with all mix design criteria to the Engineer. Prior to the production of any asphalt mixture, obtain the Engineer’s conditional approval of the mix design. If required by the Engineer, send representative samples of all component materials, including asphalt binder to a laboratory designated by the Engineer for verification. The Engineer will consider any marked variations from original test data for a mix design or any evidence of inadequate field performance of a mix design as sufficient evidence that the properties of the mix design have changed, and at 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 M323 04, 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 04, Table 3, as well as the Primary Control Sieve (PCS) Control Point from AASHTO M323 04, Table 4. Fine mixes are defined as having a gradation that passes above or through the primary control sieve control point. Use only fine mixes

334-3.2.3 Gyratory Compaction: Compact the design mixture in accordance with AASHTO T312 04. Use the number of gyrations as defined in AASHTO R35 04, Table 1.

334-3.2.4 Design Criteria: Meet the requirements for nominal maximum aggregate size as defined in AASHTO M323 04, as well as for relative density, VMA, VFA, and dust-to-binder ratio as specified in AASHTO M323 04, Table 6.

334-3.2.5 Moisture Susceptibility: Test 4 inch specimens in accordance with FM 1 T 283. Provide a mixture having a retained tensile strength ratio of at least 0.80 and a minimum tensile strength (unconditioned) of 100 psi. If necessary, add a liquid anti- stripping agent from the FDOT’s Qualified Products List, or hydrated lime in order to meet these criteria.

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In lieu of moisture susceptibility testing, add a liquid anti-stripping agent from the FDOT Qualified Products List. Add 0.5% liquid anti-stripping agent by weight of binder.

334-3.2.6 Additional Information: In addition to the requirements listed above, provide the following information on each mix design:

1. The design traffic level and the design number of gyrations ( $N_{\text{design}}$ ).
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 ( $G_{\text{sb}}$ ) value for each individual aggregate and
7. A single percentage of asphalt binder by weight of total mix intended to be incorporated in the completed mixture, shown to the nearest 0.1 percent.
8. A target temperature at which the mixture is to be discharged from the plant and a target roadway temperature. Do not exceed a target temperature of 330°F for modified asphalts and 315°F for unmodified asphalts.
9. Provide the physical properties achieved at four different asphalt binder contents. One shall be at the optimum asphalt content, and must conform to all specified physical requirements.
10. The name of the Mix Designer.
11. The ignition oven calibration factor.

### 334-4 Contractor Quality 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 for quality control purposes.

### 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 laying operations.

#### 334-5.2 Limitations of Laying 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, and properly cured, and is dry.

334-5.2.2 Air Temperature: Spread the mixture only when the air temperature in the shade and away from artificial heat is at least 40°F for layers greater than 1 inch (100 lb/yd<sup>2</sup>) in thickness and at least 45°F for layers 1 inch (100 lb/yd<sup>2</sup>) or less in



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thickness (this includes leveling courses). The minimum temperature requirement for leveling courses with a spread rate of 50 lb/yd<sup>2</sup> or less is 50°F.

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  $\pm 30^{\circ}\text{F}$  from the target temperature as shown on the mix design. Reject all loads outside of this range.

334-5.4 Transportation of the Mixture: Transport the mixture in vehicles 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 diesel fuel or any other hazardous or environmentally detrimental material as a coating for the inside surface of the truck body. Cover each load at all times.

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: Where the HMA is to be placed on an existing pavement which is irregular, wherever the plans indicate, or if directed by the Engineer, 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: Apply a tack coat on existing pavement structures that are to be overlaid with an asphalt mix and between successive layers of all asphalt mixes, unless directed otherwise by the Engineer. Use a tack coat product meeting FDOT specifications. Use an emulsified tack coat spread rate of 0.02 to 0.08 gal/sy or as specified by the Engineer.

334-5.6 Paving:

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  $\pm 1.5$  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, and make adjustments when the thickness exceeds the allowable tolerance.

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When making an adjustment, allow the paving machine to travel a minimum distance of 32 feet to stabilize before the second check is made to determine the effects of the adjustment.

334-5.6.4 Hand Spreading: In limited areas where the use of the spreader is impossible or impracticable, spread and finish the mixture by hand.

334-5.6.5 Spreading and Finishing: Upon arrival, dump the mixture in the approved paver, and immediately spread and strike-off the mixture to the full width required, and to such loose depth for each course that, when the work is completed, the required weight of mixture per square yard, or the specified thickness, is secured. Carry a uniform amount of mixture ahead of the screed at all times.

334-5.6.6 Thickness of Layers: Construct each course of Type SP mixtures in layers of the thickness shown in 334-1.5.1.

334-5.7 Leveling Courses:

334-5.7.1 Patching Depressions: Before spreading any leveling course, fill all mixture, and compact thoroughly.

334-5.7.2 Spreading Leveling Courses: Place all courses of leveling with an asphalt paver or by the use of two motor graders, one being equipped with a spreader box. Other types of leveling devices may be used upon approval by the Engineer.

334-5.7.3 Rate of Application: When using Type SP-9.5 (fine graded) for leveling, do not allow the average spread of a layer to be less than 50 lb/yd<sup>2</sup> or more than 75 lb/yd<sup>2</sup>. 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 (Asphalt Work Category 3) to meet the specified density requirement, select equipment, sequence, and coverage of rolling. 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 (Asphalt Work Categories 1 and 2), 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.

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

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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.

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

334-5.10.3 Pavement Smoothness: Construct a smooth pavement meeting the requirements of this Specification. Furnish a 15 foot manual and a 15 foot rolling straightedge meeting the requirements of FM 5-509. Make them available at the job site at all times during paving operations for Asphalt Work Category 3 and make them available upon request of the Engineer for Asphalt Work Categories 1 and 2.

334-5.10.3.1 Asphalt Work Category 3:

334-5.10.3.1.1 Acceptance Testing: Straightedge the final Type SP structural layer and friction course layer with a rolling straightedge. 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 Rolling Straightedge Exceptions: Testing with the rolling straightedge will not be required in the following areas: intersections, tapers, crossovers, parking lots and similar areas. In addition, testing with the rolling straightedge will not be performed on the following areas when they are less than 50 feet in length: turn lanes, acceleration/deceleration lanes and side streets. However, correct any individual surface irregularity in these areas that deviates from the plan grade in excess of 3/8 inch as determined by a 15 foot manual straightedge, and that the Engineer deems to be objectionable, in accordance with 334-5.10.4. The Engineer may waive or modify straight edging requirements if no milling, leveling, overbuild or underlying structural layer was placed on the project and the underlying layer was determined to be exceptionally irregular.

334-5.10.3.1.3 Final Type SP Structural Layer: Straightedge the final Type SP structural layer with a rolling straightedge behind the final roller of the paving train. Correct all deficiencies in excess of 3/16 inch in accordance with 334- 5.10.4.2, and retest the corrected areas.

334-5.10.3.1.4 Friction Course Layer: At the completion of all paving operations, straightedge the friction course. Correct all deficiencies in excess of 3/16 inch in accordance with 334-5.10.4.3. Retest all corrected areas.

334-5.10.3.2 Asphalt Work Categories 1 and 2: If required by the Engineer, straightedge the final structural layer with a rolling straightedge, either behind the final roller of the paving train or as a separate operation.

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Correct all deficiencies in excess of 5/16 inch in accordance with 334-5.10.4.2. Retest all corrected areas. If the Engineer determines that the deficiencies on a bicycle path are due to field geometrical conditions, the Engineer will waive corrections with no deduction to the pay item quantity.

334-5.10.4 Correcting Unacceptable Pavement:

334-5.10.4.1 General: Correct all areas of unacceptable pavement at no additional cost.

334-5.10.4.2 Structural Layers: Correct deficiencies in the Type SP structural layer by one of the following methods:

a. Remove and replace the full depth of the layer, extending a minimum of 50 feet on either side of the defective area for the full width of the paving lane.

b. Mill the pavement surface to a depth and width that is adequate to remove the deficiency. (This option only applies if the structural layer is not the final surface layer.)

334-5.10.4.3 Friction Course: Correct deficiencies in the friction course layer by removing and replacing the full depth of the layer, extending a minimum of 50 feet on either side of the defective area for the full width of the paving lane. Corrections may be waived if approved by the Engineer.

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 quality control testing by the Contractor as defined in 334-6.3
- 3) Asphalt Work Category 3 – Quality 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 was in substantial compliance with the Specifications. The Engineer may run independent tests to determine the acceptability of the material.

334-6.3 Certification and Quality 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 was in substantial compliance with the Specifications, along with supporting test data documenting all quality control testing as described in 334-6.3.1. If so required by the Contract, utilize an Independent Laboratory as approved by the Engineer for the quality 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.

334-6.3.1 Quality Control Sampling and Testing Requirements: Perform quality control testing at a frequency of once per day. Obtain the samples in

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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 ( $P_b$ ). Test the mixture on the roadway for density using six-inch diameter roadway cores obtained at a frequency of three cores per day or by Nuclear Density Method if approved by Engineer.

Determine the asphalt content of the mixture in accordance with FM 5 563. Determine the gradation of the recovered aggregate in accordance with FM 1 T 030. Determine the roadway density in accordance with FM 1 T 166 or with FM 1-T 238. 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 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 content, gradation and density test results meet the criteria in Table 334-3.

<b>Table 334-3 Quality Control and Acceptance Values</b>	
Characteristic	Tolerance
Asphalt Binder Content (percent)	Target $\pm$ 0.55
Passing No. 8 Sieve (percent)	Target $\pm$ 6.00
Passing No. 200 Sieve (percent)	Target $\pm$ 2.00
Roadway Density (average of three cores)	91.5% $G_{mm}$
Roadway Density (any single core)	90.0 % $G_{mm}$
Roadway Density (any single core)	90.0 % $G_{mm}$
Roadway Density (avg. of 5 tests nuclear method if approved by Engineer)	91.5% $G_{mm}$

334-6.4 Quality Control Testing by the Contractor and Acceptance Testing by the Engineer: On Asphalt Work Category 3, perform quality control testing as described in 334-6.3.1. In addition, the Engineer will accept the mixture at the plant or at the site with respect to gradation (P-8 and P-200) 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 334-3. Material failing to meet these acceptance criteria will be addressed as directed by the Engineer.

334-6.4.1 Acceptance Testing Exceptions: When the total quantity of any mix type in the Project is less than 200 tons, or on Asphalt Work Category 1 construction, 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

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courses, first lift of asphalt base course placed on subgrade, miscellaneous asphalt pavement, or any course with a specified thickness less than 1 inch or a specified spread rate less than 100 lbs/sy. In addition, density testing for acceptance may not be performed on the following areas when they are less than 100 feet in length: crossovers, intersections, turning lanes, acceleration lanes, deceleration lanes, or ramps. 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 or the asphalt recycling agent 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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### SECTION 17 - LAWN REPLACEMENT AND SODDING

#### W-17.01 General

The Contractor shall replace all lawn areas which have been removed or damaged due to construction. Lawn replacement includes fine grading the areas to be restored and furnishing and placing topsoil, fertilizer, sod, sprigs, seeding, and maintaining all areas. Grassing and mulching or sodding lawn areas will be required as directed. Grassing shall be accomplished by seeding.

Sod shall be Argentine Bahia, St. Augustine, or other approved native grass sod, and shall be well matted with grass roots. It shall be sufficiently thick to secure a dense stand of live grass, with a minimum thickness of 2 inches. The sod shall be live, fresh and uninjured, and shall contain sufficient moisture at the time of planting to induce growth. The type and quality of sod shall be approved by the Engineer before placing.

Grass seed shall be Argentine Bahia, 60 #/acre from March 1 to November 1; 50 #/acre with 20 #/acre of rye grass seed from November 1 to March 1. Argentine Bahia seed shall be a scarified seed having a minimum active germination of 40% and total of 85%.

Mulch material shall be free of weeds and shall be oat straw or rye, Pangola, peanut, Coastal Bermuda or Bahia grass hay.

#### W-17.02 Topsoil

Where areas are to be restored by sodding, topsoil shall be placed to a minimum compacted depth of 2 inches over the subgrade. Where areas are to be restored by grassing, topsoil shall be placed to a minimum compacted depth of 4 inches over the subgrade. All topsoil shall be suitable excavated topsoil which has been segregated or other topsoil material approved by the Engineer. Topsoil shall be free from stones, roots, sticks, or other foreign substances.

#### W-17.03 Water

The Contractor shall furnish at his own expense all water required for lawn replacement and maintenance of the work until final acceptance.

#### W-17.04 Construction Methods

Prior to sodding or grassing, the Contractor shall fine grade the subgrade to 4 inches below finished grade. Topsoil shall be spread over the subgrade to a uniform depth and density. Topsoil shall be uniformly compacted by a light hand roller weighing between 250 and 750 pounds to the specified depths for sodding or grassing.

Immediately before sodding, 14-4-14 or 15-0-15 fertilizer shall be applied at the rate of approximately 600 pounds per acre, either in the furrows or by broadcasting and raking, into the planting area. After the surface has been properly prepared, the sod shall be placed and firmly

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embedded by light tamping. Additionally, dolomite (lime) shall be applied at a rate of 2 tons per acre.

Immediately after the sod has been planted, if the soil does not contain sufficient moisture to ensure growth, water shall be applied twice daily for the first week, once in the morning or late evening and once at approximately 2:00 P.M. Water shall then be applied once a day over the next 2 weeks and alternating days for an additional 2 weeks. If rooting has not taken place by the end of the third week, 1 daily watering shall continue until sod is firmly rooted.

One week after the sod has been planted, a complete fertilizer with minor elements shall be applied weekly at the rate of 1# nitrogen per 1,000 square foot in a 2-1-2 or 4-1-2 formula for a period of 4 weeks, and thereafter every 2 weeks for an additional 30 days. The ground shall not be wet when the fertilizer is applied but will be immediately watered after application of the fertilizer to remove it from the leaf area.

Prior to grassing, 14-4-14 or 15-0-15 fertilizer shall be applied to the soil at the rate of approximately 300 pounds per acre. Grass seed at the specified rate per acre shall then be raked into the soil and covered with mulching material. The area shall then be thoroughly rolled with approved equipment.

After the grass has been planted, if the soil does not contain sufficient moisture to ensure growth, water shall be applied as directed by the Engineer. After the grass has started growing, fertilizer shall be applied uniformly over the area weekly, at a rate of 0.5# nitrogen and potash per 1,000 square feet, until turf cover the area. The fertilizer shall not be applied unless the surface of the ground or sod is sufficiently moist to quickly dissolve the fertilizer.

### W-17.05 Caretaking

The Contractor shall keep all replaced lawn areas in good, healthy, insect free, moist condition by watering, replanting or resodding, weeding, fertilizing, and cutting as specified, and directed by the Engineer.



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**SECTION 22 - PRESTRESSED CONCRETE CYLINDER PIPE AND FITTINGS  
(NOT APPLICABLE)**

**SECTION 29 - CORROSION RESISTANT COATING  
(NOT APPLICABLE)**

**SECTION 30 - MISCELLANEOUS PIPE AND FITTINGS  
(NOT APPLICABLE)**

**SECTION 32 – VALVES  
(NOT APPLICABLE)**

**SECTION 33 - LEAKAGE TESTS - PUMPING STATIONS  
(NOT APPLICABLE)**

**SECTION 63 - CONCRETE REPAIR  
(NOT APPLICABLE)**

**SECTION 72 - TELEVISION INSPECTION  
(NOT APPLICABLE)**

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**SECTION 77 - SOIL REINFORCEMENT AND EROSION CONTROL**

W-77.01 General

This work shall include the furnishing of all labor, materials, equipment, services, and incidentals required for the placement of soil reinforcement and erosion control materials specified herein.

Materials furnished and installed under this section shall be provided and placed in full conformity with detailed drawings, specifications, engineering data, and instructions and recommendations of the manufacturer as approved by the Engineer.

W-77.02 Technical Services

The Contractor shall retain the services of a manufacturer's representative to provide technical assistance in the field. The representative shall be present prior to and during placement of the soil reinforcement and erosion control materials to instruct in their proper installation.

W-77.03 Material Handling and Storage

Care shall be taken to prevent mud, wet cement, epoxy and like materials, which may permanently affix themselves to the gridwork and mats, from coming into contact with them. The rolled material may be laid flat for storage and shall be covered with a light colored tarpaulin to prevent long term exposure to sunlight.

W-77.04 Soil Reinforcement

A. Material Specifications

The geotextile grid soil reinforcement fabric shall be composed of interwoven polyester yarn encapsulated in a latex coating. It shall be manufactured to a nominal aperture opening of 1.2 by 1.3 inches. The geotextile grid shall possess the following strength and tension creep characteristics:

GRID ORIENTATION

<u>Strength</u>	<u>Main Reinforcing Direction</u>	<u>Cross-direction</u>
Tensile Strength (lbs/ft)		
@ Peak	2,650	1,600
@ 2% Strain	525	300
Modulus (lbs/ft)		

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Initial Tangent	65,000	45,000
@ 2% Strain Level	26,500	15,000
@ 5% Strain Level	15,500	8,500

Tensile strength tests shall be performed according to the Wide Width Tensile Test (ASTM D-4595).

### Tension Creep

Long Term Allowable Design Load (lbs/ft)	1,050	640
Maximum Allowable Total Strain (%) 2000 hours @ 40% Peak Strength	5	5

Tension creep tests shall be run for 2,000 continuous hours. Tests are to consist of applying a constant dead load instantaneously on a wide (minimum 8 inches) sample and measuring total strain over time.

### B. Reinforcement Installation

The geotextile grid shall be installed in 18-inch lifts with a minimum horizontal embedment length of 10 feet from the face of the proposed bank. The imported fill shall conform to Section W-2.04 - "Select Fill Material Sand." Each 18-inch lift shall be compacted to 95% STD proctor with the use of hand equipment.

The reinforcement shall be rolled out and laid at the proper elevation and orientation as shown on the contract drawings. Orientation of the reinforcement is of extreme importance since geotextile grids vary in strength with direction. The narrow strands of geotextile grid shall be laid in the direction of main reinforcement. The Contractor shall be responsible for correct orientation.

Reinforcement shall be placed coincident with the compaction lift nearest the design elevation of the Plans. No partial or half-lift thickness is required. No special surface treatment, leveling, or smoothing is required. If a sheepsfoot roller is utilized, the imprints are an acceptable surface for reinforcement placement.

After being rolled out, the reinforcing material shall be tensioned by hand until it is taut, free of wrinkles, and lying flat. Overlaps as shown on the Plans shall be maintained. No overlaps will be allowed in the direction of strength without approval of the Engineer. Mechanical connections between adjacent rolls shall be made at this time, if required. Certain fill properties, fill placement procedures, and/or weather conditions may require the reinforcement to be held in place by staples, pins, sand bags, or fill, as directed by the Engineer.

## SPECIFIC PROVISIONS – WORKMANSHIP AND MATERIALS

The reinforcing material shall be cut to length as shown on the Plans. A razor blade or sharp knife is an acceptable instrument to cut the material. Should it be necessary to section a roll width, a high speed, abrasive saw, or vibrating knife edge is acceptable.

### C. Joining of Geotextile Grid

The geotextile grid shall be placed in continuous longitudinal strips in the direction of main reinforcement. However, a positive joint may be made in the direction of main reinforcement with the Engineer's approval. This occurs when the installer is unable to complete a required length with a single roll length of geotextile grid, or desires to reduce material wastage.

This joint is most efficiently accomplished by overlapping the roll ends approximately 48 inches, and then interlacing over and under the overlapping main reinforcing strands with a solid 0.25 to 0.375-inch diameter high density polyethylene or polypropylene rod. The connection shall be made across the entire width of overlapping roll ends and between the same two parallel crossmembers.

It should be noted that the end-to-end joint shall not be made within 8 feet of the embankment face or within 15 feet of a joint in an adjacent roll (width) section of geotextile grid. No longitudinal (side by side) joints or overlaps are required.

### D. Placement of Fill Over Reinforcement

The select fill material shall be compacted to 95% standard proctor, with the use of hand equipment, and installed over the geotextile grid in 18-inch lifts.

Extreme care shall be taken to prevent wrinkle development and/or slippage of reinforcement during fill placement and spreading. When practicable, fill is to be placed in the direction in which the reinforcement was rolled out, to aid tensioning. However, if fill must be placed transverse to the roll length direction, slight (4-inch) overlaps between roll widths with the top piece of reinforcement being the first to receive fill will prevent permanent folding of reinforcement.

Neither rubber-tired nor track equipment shall be allowed onto bare reinforcement. To avoid damaging the reinforcement, there must be a minimum of 6 inches of fill on top of the reinforcement before tracked equipment can be operated.

## W-77.05 Erosion Control

### A. Material Specifications

The flexible mat shall be made of polyvinylchloride monofilaments bonded together into a three-dimensional web designed exclusively to serve as an erosion control and revegetation mat. The mat shall be engineered with the optimum balance of web density, porosity, flexibility, and weight to provide armor cover that resists erosion while allowing a naturally vegetated ground surface to

## SPECIFIC PROVISIONS – WORKMANSHIP AND MATERIALS

establish. The mat shall be green and resistant to natural soil and groundwater chemical degradation. The mat shall exhibit the following minimum property values:

<u>Property</u>	<u>Test Method</u>	<u>Value</u>
Porosity	Calculated	85% - 90%
Stiffness	ASTM D-1388-64	2000 mg-cm (Max)
Weight	ASTM D-3776-79	24 oz/sy.
Thickness	ASTM D-1777	0.25 in.
Tensile Strength (2-inch strip)	ASTM D-1682-64	
Length Direction		18 lb.
Width Direction		6 lb.
Elongation (2-inch strip)	ASTM D-1682-64	

Length Direction 150% Width Direction 100%

### B. Mat Installation

**Scope:** The matting shall be installed the full length of the bank restoration and proposed swale as shown on the Plans. Two inches of top soil shall be placed beneath the matting. After installation of the matting as specified below, all areas shall be sodded with Argentine Bahia as described in Section 17 - "Lawn Replacement." The mat/sod installation does not become a complete integral system until such time as the sod has fully developed its rooting system. It is therefore imperative that the Contractor perform the watering and fertilizing as described in Section 17 for the duration of the contract.

**Site Preparation:** Grade surface of installation areas so ground is smooth and compact. **IMPORTANT:** Remove all rocks, dirt clods, stumps, roots, grass clumps, trash, and other obstructions from lying in direct contact with the soil surface and the mat.

**Anchor Trenches:** Mat anchor trenches are required at the terminal ends and perimeter sides of mat installations. Terminal end anchor trenches must be a minimum 12 inches deep and 6 inches wide, while perimeter trenches need be only 6 inches deep and 6 inches wide.

**Mat Placement:** NEVER STRETCH matting. Mat shall always lay flat, conforming to contours in the soil surface to prevent erosion underneath mat. Always roll mat uphill parallel to water flow.

**Beginning Installation On Site:** At center point of site, begin placement by securing mat snugly into downstream anchor trench. Backfill over fasteners and mat in trench and compact firmly with tamper. Keeping mat roll in contact with ground, roll the mat across backfill and upstream. The upstream terminal anchor trench would be done in a similar manner.

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Ground Fastening: Eighteen-inch (18") pins, 3/16-inch shank diameter with attached 1-1/2inch washer, are recommended for fastening mat to the ground. Drive pins only to the depth so that attached washer is flush with ground surface. Consult with manufacturer for alternative use of either metal staples or wooden stakes in areas not requiring periodic maintenance using mechanical methods. In all transverse terminal trenches and check slots, pin each mat roll at its center and at overlapped edges.

Overlaps: Roll width overlaps must be a minimum of 3 inches and consistent along entire length of overlap. Pin every 3 to 8 feet along overlap length.

Roll Ends: Roll ends may be spliced by overlapping (in the direction of water flow) two feet (2'), with the upstream portion of mat on top of downstream portion of mat. This overlap shall receive a minimum of 3 pins.

Alternatively, splicing roll ends may be done in a transverse trench, check slot, which should be 6 inches deep by 6 inches wide. The concluding end of mat roll must be secured snugly into check slot and pinned at edges and center with concluding roll end under continuing roll end. Backfill to cover concluding and continuing ends and fasteners, tamp firmly, and roll continuing mat roll across backfill.

Long Installations: For long, continuous installations, mat should be secured firmly to the soil across the entire roll width every 25 feet. Mat can be secured by running through a check slot and tamping soil over top of mat, or by placing 3 pins evenly spaced across roll width.

Perimeter Trenches: Perimeter trenches shall only be dug upon reaching actual perimeter of mat installation. Perimeter trenches must be 6 inches deep by 6 inches wide. Mat must be placed snugly into perimeter trench and pinned at 8-foot to 10-foot intervals prior to covering and tamping.

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**SECTION 87 – HARDWARE  
(NOT APPLICABLE)**

**SECTION 88 - CAULKING AND SEALING  
(NOT APPLICABLE)**

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### SECTION 97 - MANHOLE FRAME ADJUSTMENT DEVICES

#### W-97.01 General

Manhole frame adjustment devices shall include the expansion unit and bolts. The expansion unit shall consist of four (4) segments, with steel reinforcement, connected by expansion/contraction stud bolts and shall have vertical adjustment bolts engaged in the bottom of each segment.

The Contractor shall submit fully dimensioned drawings of the manhole frame adjustment device, including material specifications on the segments, steel reinforcement, and bolts.

#### W-97.02 Design Standards

Manhole frame adjustment devices shall be capable of withstanding an H-20 wheel loading without bending or deformation in an elevated position relative to the old road surface.

#### W-97.03 Materials

The materials used in the manhole frame adjustment devices shall meet the requirements of the following standards, except as otherwise specified:

Ductile Iron	ASTM-536 Grade 60-45-12
Steel	ASTM-606 Type 4
Stainless Steel	AISI Type 302

#### W-97.04 Workmanship

The steel plate for the segments shall be formed and reinforced with a cold-rolled steel bar welded along the plate's top edge. The steel bar shall be at least 9/16-inch in diameter. The four segments shall be joined together with stainless steel expansion/contraction bolts that shall allow an adjustment of the diameter of each assembled unit from at least 1/2-inch smaller to 1-inch greater than the existing manhole frame dimensions. The expansion/contraction shall be capable of resisting torque movement after installation and shall maintain a secure fit under loading.

The vertical height adjustment shall be accomplished by stainless steel elevating bolts engaged in the bottom of each segment of the assembled unit. The vertical adjustment bolts shall provide for a variable height adjustment from 1-1/2 inches to 2 inches.



## SPECIFIC PROVISIONS – WORKMANSHIP AND MATERIALS

### W-97.05 Coatings and Linings

Each segment shall have a resilient, compressible, polymer material chemically bonded to the outer wall surface and the support area for the manhole cover. All other surfaces shall be coated with an asphaltic varnish.

### W-97.06 Installation

The assembled units shall be assembled according to the manufacturer's instructions and shall resist movement or deformation under loading.

## SPECIFIC PROVISIONS – WORKMANSHIP AND MATERIALS

### SECTION 105 - ROOT PRUNING

#### W-105.01 General

The Contractor shall make provisions for tree protection to the satisfaction of the Engineer prior to any excavation. All applicable site inspections by the City of Tampa Parks Department, and permits, shall be obtained prior to commencing work.

The Contractor shall provide root pruning services as directed by the Engineer.

#### W-105.02 Performance of Work

All root pruning shall be performed by a qualified, licensed tree professional as approved by the Engineer.

All roots designated to be removed shall be severed leaving a smooth, uniform section at the remaining root end to prevent root damage.

Root pruning shall be performed with a chain saw similar to a Dosco root pruner, as approved by the Engineer.

Root pruning shall not occur within 6 feet of the base of the tree without guidance from Parks Department staff, and no excavation shall occur inside the circumference of the root-pruned area.

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### SECTION 108 - DEWATERING

#### 108.1 General.

108.1.1 Dewatering Performance: Design, furnish, install, test, operate, monitor, and maintain dewatering system of sufficient scope, size, and capacity to control hydrostatic pressures and to lower, control, remove, and dispose of ground water and permit excavation and construction to proceed on dry, stable subgrades.

1. Delegated Design: Design dewatering system, including comprehensive engineering analysis by a qualified, Florida-licensed professional engineer, using performance requirements and design criteria indicated.
2. Continuously monitor and maintain dewatering operations to ensure erosion control, stability of excavations and constructed slopes, that excavation does not flood, and that damage to subgrades and permanent structures is prevented.
3. Prevent surface water from entering excavations by grading, dikes, or other means.
4. Accomplish dewatering without damaging existing buildings, structures, and site improvements adjacent to excavation.
5. Remove dewatering system when no longer required for construction.

#### 108.1.2 Submittals:

108.1.2.1 Shop Drawings (for dewatering system): Show arrangement, locations, and details of wells and well points; locations of risers, headers, filters, pumps, power units, and discharge lines; and means of discharge, control of sediment, and disposal of water.

1. Include layouts of piezometers and flow-measuring devices for monitoring performance of dewatering system.
2. Include a written plan for dewatering operations including control procedures to be adopted if dewatering problems arise.

108.1.2.2 Delegated-Design Submittal: For dewatering system indicated to comply with performance requirements and design criteria, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.

108.1.2.3 Qualification Data: For qualified installer and professional engineer.

108.1.2.4 Field Quality-Control Reports

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108.1.2.5 Videotape: Show existing conditions (prior to, during, and after construction) of adjoining construction and site improvements that might be misconstrued as damage caused by dewatering operations.

### 108.1.3 Quality Assurance:

108.1.3.1 Installer Qualifications: An experienced installer that has specialized in dewatering work.

108.1.3.2 Regulatory Requirements: Comply with governing EPA notification regulations before beginning dewatering. Comply with hauling and disposal regulations of authorities having jurisdiction.

108.1.3.3 Preinstallation Conference: Conduct conference at the project site. Review methods and procedures related to dewatering including, but not limited to, the following:

1. Inspection and discussion of condition of site to be dewatered including coordination with temporary erosion control measures and temporary controls and protections.
2. Geotechnical report.
3. Proposed site clearing and excavations.
4. Existing utilities and subsurface conditions.
5. Coordination for interruption, shutoff, capping, and continuation of utility services.
6. Construction schedule. Verify availability of installer's personnel, equipment, and facilities needed to make progress and avoid delays.
7. Testing and monitoring of dewatering system.

### 108.1.4 Project Conditions:

108.1.4.1 Interruption of Existing Utilities: Do not interrupt any utility serving facilities occupied by the City or others unless permitted under the following conditions and then only after arranging to provide temporary utility according to requirements indicated:

1. Notify the City and the utility owner no fewer than two (2) days in advance of proposed interruption of utility.
2. Do not proceed with interruption of utility without City's and utility owner's written permission.

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108.1.4.2 Project Site Information: A geotechnical report has been prepared for this Project and is available for information only. The opinions expressed in this report are those of the geotechnical engineer and represent interpretations of subsoil conditions, tests, and results of analyses conducted by the geotechnical engineer. The City will not be responsible for interpretations or conclusions drawn from this data. Make additional test borings and conduct other exploratory operations necessary for dewatering.

108.1.4.3 Survey Work: Engage a qualified, Florida-licensed land surveyor to survey adjacent existing buildings, structures, and site improvements, establishing exact elevations at fixed points to act as benchmarks. Clearly identify benchmarks and record existing elevations. During dewatering, regularly resurvey benchmarks, maintaining an accurate log of surveyed elevations for comparison with original elevations. Promptly notify City if changes in elevations occur or if cracks, sags, or other damage is evident in adjacent construction.

### 108.2 Execution.

#### 108.2.1 Preparation:

108.2.1.1 Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by dewatering operations.

1. Prevent surface water and subsurface or ground water from entering excavations, from ponding on prepared subgrades, and from flooding site and surrounding area.
2. Protect subgrades and foundation soils from softening and damage by rain or water accumulation.

108.2.1.2 Install dewatering system to ensure minimum interference with roads, streets, walks, and other adjacent occupied and used facilities. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from the City and authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by authorities having jurisdiction.

108.2.1.3 Provide temporary grading to facilitate dewatering and control of surface water.

108.2.1.4 Monitor dewatering system continuously.

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108.2.1.5 Promptly repair damages to adjacent facilities caused by dewatering.

108.2.1.6 Protect and maintain temporary erosion and sedimentation controls during dewatering operations.

### 108.2.2 Installation:

108.2.2.1 Install dewatering system utilizing wells, well points, or similar methods complete with pump equipment, standby power and pumps, filter material gradation, valves, appurtenances, water disposal and surface water controls. Space well points or wells at intervals required to provide sufficient dewatering. Use filters or other means to prevent pumping of fine sands or silts from the subsurface.

108.2.2.2 Before excavating below ground-water level, place system into operation to lower water to specified levels. Operate system continuously until drains, sewers, and structures have been constructed and fill materials have been placed or until dewatering is no longer required.

108.2.2.3 Provide an adequate system to lower and control ground water to permit excavation, construction of structures, and placement of fill materials on dry subgrades. Install sufficient dewatering equipment to drain water bearing strata above and below bottom off foundations, drains, sewers, and other excavations. Do not permit open sump pumping that leads to loss of fines, soil piping, subgrade softening, and slope instability.

108.2.2.4 Reduce hydrostatic head in water-bearing strata below subgrade elevations of foundations, drains, sewers, and other excavations. Maintain piezometric water level a minimum of 24 inches below surface of excavation.

108.2.2.5 Dispose of water removed by dewatering in a manner that avoids endangering public health, property, and portions of work under construction of completed. Dispose of water and sediment in a manner that avoids inconvenience to others. Provide sumps, sedimentation tanks, and other flow-control devices as required by authorities having jurisdiction.

108.2.2.6 Provide standby equipment on site, installed and available for immediate operation, to maintain dewatering on continuous basis if any part of system becomes inadequate or fails. If dewatering requirements are not satisfied due to inadequacy or failure of dewatering system, restore damaged structures and foundation soils at no additional expense to the City. Remove dewatering system from project site on completion of dewatering. Plug or fill well holes with sand or cut off and cap wells a minimum of 36 inches below overlying construction.

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108.2.2.7 Damages: Promptly repair damages to adjacent facilities caused by dewatering operations.

### 108.2.3 Field Quality Control

108.2.3.1 Observation Wells: Provide, take measurements, and maintain at least the minimum number of observation wells or piezometers indicated in the dewatering plan; additional observation wells may be required by authorities having jurisdiction.

1. Observe and record daily elevations of ground water and piezometric water levels in observation wells.
2. Repair or replace, within 24 hours, observation wells that become inactive, damaged, or destroyed. In areas where observation wells are not functioning properly, suspend construction activities until reliable observations can be made. Add or remove water from observation well risers to demonstrate that observation wells are functioning properly.
3. Fill observation wells, remove piezometers, and fill holes when dewatering is completed.

108.2.3.2 Provide continual observation to ensure that subsurface soils are not being removed by the dewatering operation.

**SECTION 110 - CLEARING AND GRUBBING AND WELL ABANDONMENT**

110-1 Description.

Clear and grub within the areas of the roadway right-of-way and of borrow pits, sand-clay base material pits, lateral ditches, and any other areas shown in the plans to be cleared and grubbed. Remove and dispose of all trees, stumps, roots and other such protruding objects, buildings, structures, appurtenances, existing flexible asphalt pavement, and other facilities necessary to prepare the area for the proposed construction. Remove and dispose of all product and debris not required to be salvaged or not required to complete the construction.

Also, perform certain miscellaneous work the Engineer considers necessary for the complete preparation of the overall project site, as follows:

- (a) Plug any water wells that are encountered within the right-of-way and that are to be abandoned.
- (b) Level the terrain outside the limits of construction for purposes of facilitating maintenance and other post-construction operations in accordance with 110-10.3.
- (c) Trim trees and shrubs within the project right-of-way that are identified in the Contract Documents.

Meet the requirements for such miscellaneous work as specified in 110-10.

110-2 Standard Clearing and Grubbing.

110-2.1 Work Included: Completely remove and dispose of all buildings, timber, brush, stumps, roots, rubbish, debris, and all other obstructions resting on or protruding through the surface of the existing ground and the surface of excavated areas, and all other structures and obstructions necessary to be removed and for which other items of the Contract do not specify the removal thereof, including septic tanks, building foundations, and pipes.

Perform Standard Clearing and Grubbing within the following areas:

- (a) All areas where excavation is to be done, including borrow pits, lateral ditches, right-of- way ditches, etc.
- (b) All areas where roadway embankments will be constructed.
- (c) All areas where structures will be constructed, including pipe culverts and other pipe lines.

110-2.2 Depths of Removal of Roots, Stumps, and Other Debris: In all areas where excavation is to be performed, or roadway embankments are to be constructed, remove roots and other debris to a depth of 12 inches below the ground surface. Remove roots and other debris from all excavated material to be used in the construction of roadway embankment or roadway base. Plow the surface



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to a depth of at least 6 inches, and remove all roots thereby exposed to a depth of at least 12 inches. Completely remove and dispose of all stumps within the roadway right-of-way.

Remove all roots, etc., protruding through or appearing on the surface of the completed excavation within the roadway area and for structures, to a depth of at least 12 inches below the finished excavation surface.

Remove or cut off all stumps, roots, etc., below the surface of the completed excavation in borrow pits, material pits, and lateral ditches.

In borrow and material pits, do not perform any clearing or grubbing within 3 feet inside the right-of-way line.

Within all other areas where Standard Clearing and Grubbing is to be performed remove roots and other debris projecting through or appearing on the surface of the original ground to a depth of 12 inches below the surface, but do not plow or harrow these areas.

110-2.3 Trees to Remain: As an exception to the above provisions, where so directed by the Engineer, trim, protect, and leave standing desirable trees within the roadway area. Trim branches of trees extending over the area occupied by the roadway as directed, to give a clear height of 16 feet above the roadway.

110-2.4 Boulders: Remove any boulders encountered in the roadway excavation (other than as permitted under the provisions of 120-7.2) or found on the surface of the ground. When approved by the Engineer place boulders in neat piles inside the right of way. The Contractor may stockpile boulders encountered in Department-furnished borrow areas, which are not suitable for use in the embankment construction, within the borrow area.

### 110-3 Selective Clearing and Grubbing.

The Contractor shall remove and dispose of all vegetation, obstructions, etc., as provided above except that, where so elected, the Contractor may cut roots, etc., flush with the ground surface. Completely remove and dispose of stumps. Entirely remove undergrowth except in specific areas designated by the Engineer to remain for aesthetic purposes. Trim, protect, and leave standing desirable trees, with the exception of such trees as the Engineer may designate to be removed in order to facilitate right-of-way maintenance. Remove undesirable or damaged trees as so designated by the Engineer. Perform Selective Clearing and Grubbing only in areas so designated in the plans.

### 110-4 Protection of Property Remaining in Place.

Protect and do not displace property obstructions which are to remain in place, such as buildings, sewers, drains, water or gas pipes, conduits, poles, walls, posts, bridges, etc.

### 110-5 Removal of Buildings.

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110-5.1 Parts to be Removed: Completely remove all parts of the buildings, including utilities, plumbing, foundations, floors, basements, steps, connecting concrete sidewalks or other pavement, septic tanks, and any other appurtenances, by any practical manner which is not detrimental to other property and improvements. Remove utilities to the point of connection to the utility authority's cut-in. After removing the sewer connections to the point of cut-in, construct a concrete plug at the cut-in point, as directed by the Engineer, except where the utility owners may elect to perform their own plugging. Contact the appropriate utility companies prior to removal of any part of the building to ensure disconnection of services.

110-5.2 Removal by Others: Where buildings within the area to be cleared and grubbed are so specified to be removed by others, remove and dispose of any foundations, curtain walls, concrete floors, basements or other foundation parts which might be left in place after such removal of buildings by others.

### 110-6 Removal of Existing Structures.

110-6.1 Structures to be Removed: Remove and dispose of the materials from existing structures. Remove the following: (1) those structures, or portions of structures, shown in the plans to be removed; (2) those structures, or portions of structures, found within the limits of the area to be cleared and grubbed, and directed by the Engineer to be removed; (3) those structures, or portion of structures, which are necessary to be removed in order to construct new structures; and (4) other appurtenances or obstructions which may be designated in the Contract Documents as to be included in an item of payment for the work under this Article.

Notify the Florida Department of Environmental Protection (DEP) using DEP Form 62-257.900(1) "Notice of Asbestos Renovation or Demolition" at least 10 working days prior to the demolition or renovation of any structures, even if asbestos is not found on the project. Provide a copy of this notice to the Engineer.

#### 110-6.2 Method of Removal:

110-6.2.1 General: Remove the structures in such a way so as to leave no obstructions to any proposed new structures or to any waterways. Pull, cut off, or break off pilings to the requirements of the permit or other Contract Documents, whichever requires the deepest removal, but not less than 2 feet below the finish ground line. In the event that the plans indicate channel excavation to be done by others, consider the finish ground line as the limits of such excavation. For materials which are to remain the property of the Department or are to be salvaged for use in temporary structures, avoid damage to such materials, and entirely remove all bolts, nails, etc. from timbers to be so salvaged. Mark structural steel members for identification as directed.

110-6.2.2 Removal of Steel Members With Hazardous Coatings: Provide to the Engineer for approval, a copy of the "Contractor's Lead in Construction Compliance Program" from the firm actually removing and disposing of these steel members before any members are disturbed.

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Vacuum power tool clean any coated steel member to bare metal as defined by SSPC-SP11 a minimum of 4 inches either side of any area to be heated (torch cutting, sawing, grinding, etc.) in accordance with 29 CFR 1926.354. Abrasive blasting is prohibited.

Provide air supplied respirators in accordance with 29 CFR 1926.62 and 29 CFR 1910.134.

110-6.3 Partial Removal of Bridges: On concrete bridges to be partially removed and widened, remove concrete by manually or mechanically operated pavement breakers, by concrete saws, by chipping hammers, or by hydro-demolition methods. Do not use explosives. Where concrete is to be removed to neat lines, use concrete saws or hydro-demolition methods capable of providing a reasonably uniform cleavage face. If the equipment used will not provide a uniform cut without surface spalling, first score the outlines of the work with small trenches or grooves. For all demolition methods, submit for review and approval of the Engineer, a demolition plan that describes the method of removal, equipment to be used, types of rebar splices or couplers, and method of straightening or cutting rebars. In addition, for hydro-demolition, describe the method for control of water or slurry runoff and measures for safe containment of concrete fragments that are thrown out by the hydro-demolition machine.

110-6.4 Authority of U.S. Coast Guard: For structures in navigable waters, when constructing the project under authority of a U.S. Coast Guard permit, the U.S. Coast Guard may inspect and approve the work to remove any existing structures involved therein, prior to acceptance by the Department.

110-6.5 Asbestos Containing Materials (ACM) Not Identified Prior to the Work: When encountering or exposing any condition indicating the presence of asbestos, cease operations immediately in the vicinity and notify the Engineer.

Make every effort to minimize the disturbance of the ACM. Immediately provide for the health and safety of all workers at the job site and make provisions necessary for the health and safety of the public that may be exposed to any potentially hazardous conditions. Provisions shall meet all applicable laws, rules or regulations covering hazardous conditions and will be in a manner commensurate with the gravity of the conditions.

The Engineer will notify the District Contamination Assessment Coordinator who will coordinate selecting and tasking the Department's Asbestos Contractor or Contamination Assessment/Remediation Contractor (CAR). Provide access to the potential contamination area. Preliminary investigation by the Asbestos/CAR Contractor will determine the course of action necessary for site security and the steps necessary to resolve the contamination issue.

The Asbestos/CAR Contractor will delineate the contamination area(s), any staging or holding area required. Coordinate with the Asbestos/CAR Contractor and the Engineer to develop a work plan that will provide the Asbestos/CAR Contractor's operations schedule with projected completion dates for the final resolution of the contamination issue.

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The Asbestos/CAR Contractor will maintain jurisdiction over activities inside any outlined contaminated areas and any associated staging holding areas. The Asbestos/CAR Contractor will be responsible for the health and safety of workers within the delineated areas. Provide continuous access to these areas for the Asbestos/CAR Contractor and representatives of regulatory or enforcement agencies having jurisdiction.

Both Contractors will use the schedule as a basis for planning the completion of both work efforts. The Engineer may grant the Contract Time extensions according to the provisions of 8-7.3.2.

Cooperate with the Asbestos/CAR Contractor to expedite integration of the Asbestos/CAR Contractor's operations into the construction project. The Prime Contractor is not expected to engage in routine construction activities involving asbestos containing materials. Adjustments to quantities or to Contract unit prices will be made according to work additions or reductions on the part of the Prime Contractor in accordance with 4-3.

The Engineer will direct the Prime Contractor when operations may resume in the affected area.

### 110-7 Removal of Existing Pavement.

Remove and dispose of existing rigid portland cement concrete pavement, sidewalk, slope pavement, ditch pavement, curb, and curb and gutter etc., where shown in the plans or ordered by the Engineer to be removed or where required because of the construction operations. Retaining walls, drainage structures and flexible asphalt pavement are not included in the work under this Article.

### 110-8 Ownership of Materials.

Except as may be otherwise specified in the Contract Documents, the Contractor shall take ownership of all buildings, structures, appurtenances, and other materials removed by him and shall dispose of them in accordance with 110-9.

### 110-9 Disposal of Materials.

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

Dispose of timber, stumps, brush, roots, rubbish, and other objectionable material resulting from clearing and grubbing in areas and by methods meeting the applicable requirements of all Local, State and Federal regulations. Do not block waterways by the disposal of debris.

110-9.2 Burning Debris: Where burning of such materials is permitted, perform all such burning in accordance with the applicable laws, ordinances, and regulations. Perform all burning at locations where trees and shrubs adjacent to the cleared area will not be harmed.

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110-9.3 Timber and Crops: The Contractor may sell any merchantable timber, fruit trees, and crops that are cleared under the operations of clearing and grubbing for his own benefit, subject to the provisions of 7- 1.2, which may require that the timber, fruit trees, or crops be burned at or near the site of their removal, as directed by the Engineer. The Contractor is liable for any claims which may arise pursuant to the provisions of this Subarticle.

110-9.4 Disposal of Treated Wood: Treated wood, including that which comes from bridge channel fender systems, must be handled and disposed of properly during removal. Treated wood should not be cut or otherwise mechanically altered in a manner that would generate dust or particles without proper respiratory and dermal protection. The treated wood must be disposed of in at least a lined solid waste facility or through recycling/reuse. Treated wood shall not be disposed by burning or placement in a construction and demolition (C&D) debris landfill. All compensation for the cost of removal and disposal of treated wood will be included in the Cost of Removal of Existing Structures.

110-9.5 Hazardous Materials/Waste: Handle, transport and dispose of hazardous materials in accordance with all Local, State and Federal requirements including the following:

- a. SSPC Guide 7
- b. Federal Water Pollution Control Act, and
- c. Resource Conservation and Recover Act (RCRA).

Accept responsibility for the collection, sampling, classification, packaging, labeling, accumulation time, storage, manifesting, transportation, treatment and disposal of hazardous waste, both solid and liquid. Separate all solid and liquid waste and collect all liquids used at hygiene stations and handle as hazardous materials/waste. Obtain written approval from the Engineer for all hazardous materials/waste stabilization methods before implementation.

Obtain an EPA/FDEP Hazardous Waste Identification Number (EPA/FDEP ID Number) before transporting and/or disposal of any hazardous materials/waste.

List the Department as the generator of all hazardous materials/waste.

Submit the following for the Engineers' approval before transporting, treatment or disposal of any hazardous materials/waste:

- a. Name, address and qualifications of the transporter,
- b. Name, address and qualifications of the treatment facility,
- c. Proposed treatment and/or disposal of all Hazardous Materials/Waste.

Transport all hazardous materials/waste in accordance with applicable 40 CFR 263 Standards. Provide a copy of all completed Hazardous Materials/Waste manifest/bills of lading to the Engineer within 21 days of each shipment.

110-9.5.1 Steel Members With Hazardous Coating: Dispose of steel members with hazardous coating in one of the following manners:

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- (a) Deliver the steel members and other hazardous waste to a licensed recycling or treatment facility capable of processing steel members with hazardous coating.
- (b) Deliver the steel members with hazardous coating to a site designated by the Engineer for
- (c) use as an offshore artificial reef. Deliver any other hazardous materials/waste to a licensed hazardous materials/waste recycling treatment facility.

Dismantle and/or cut steel members to meet the required dimensions of the recycling facility, treatment facility or offshore artificial reef agency.

All compensation for the cost of removal and disposal of hazardous materials/waste will be included in the Cost of Removal of Existing Structures.

110-9.5.2 Certification of Compliance: Furnish two copies of Certification of Compliance from the firm actually removing and disposing of the hazardous materials/waste stipulating, the hazardous materials/waste has been handled, transported and disposed of in accordance with this Specification. The Certification of Compliance shall be attested to by a person having legal authority to bind the company.

Maintain all records required by this Specification and ensure these records are available to the Department upon request.

### 110-10 Miscellaneous Operations.

110-10.1 Water Wells Required to be Plugged: Fill or plug all water wells within the right-of-way, including areas of borrow pits and lateral ditches, that are not to remain in service, in accordance with applicable Water Management District rules or the Department of Environmental Protection regulations.

Cut off the casing of cased wells at least 12 inches below the ground line or 12 inches below the elevation of the finished excavation surface, whichever is lower. Water wells, as referred to herein, are defined either as artesian or non-artesian, as follows:

- (a) An artesian well is an artificial hole in the ground from which water supplies may be obtained and which penetrates any water-bearing rock, the water in which is raised to the surface by natural flow or which rises to an elevation above the top of the water-bearing bed. Artesian wells are further defined to include all holes drilled as a source of water that penetrate any water-bearing beds that are a part of the artesian water system of Florida, as determined by representatives of the applicable Water Management District.

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- (b) A non-artesian (water-table) well is a well in which the source of water is an unconfined aquifer. The water in a non-artesian well does not rise above the source bed.

When the plans do not indicate whether a non-flowing well is artesian or non-artesian, obtain this information from the Engineer.

110-10.2 Landscape Areas: When certain areas of the right-of-way, outside of the limits of construction, are shown in the plans or designated by the Engineer to be landscaped, either under the construction Contract or at a later time, remove undesirable trees, stumps, undergrowth, and vegetation, as directed, and preserve and trim natural growth and trees as directed by the Engineer.

110-10.3 Leveling Terrain: Within the areas between the limits of construction and the outer limits of clearing and grubbing, fill all holes and other depressions, and cut down all mounds and ridges. Make the area of a sufficient uniform contour so that the Department's subsequent mowing and cutting operations are not hindered by irregularity of terrain. Perform this work regardless of whether the irregularities were the result of construction operations or existed originally.

110-10.4 Mailboxes: When the Contract Documents require furnishing and installing mailboxes, permit each owner to remove the existing mailbox. Work with the Local Postmaster to develop a method of temporary mail service for the period between removal and installation of the new mailboxes. Install the mailboxes in accordance with the Design Standards.

### 110-11 Method of Measurement.

110-11.1 Clearing and Grubbing: When direct payment is provided in the Contract, the quantity to be paid for will be the lump sum quantity.

110-11.2 Removal of Existing Structures: When direct payment is provided in the Contract, the quantity to be paid for will be the lump sum quantity or quantities for the specific structures removed, as designated.

110-11.3 Removal of Existing Pavement: Payment for removal of flexible asphalt pavement is included in the Lump Sum price for Clearing and Grubbing. When a separate item for Removal of Existing Pavement is provided, the quantity to be paid for will be the number of square yards of existing pavement of the types listed in 110-7, acceptably removed and disposed of, as specified. The quantity will be determined by actual measurement along the surface of the pavement before its removal. Measurements for appurtenances which have irregular surface configurations, such as curb and gutter, steps, and ditch pavement, will be the area as projected to an approximate horizontal plane. Where the removal of pavement areas is necessary only for the construction of box culverts, pipe culverts, storm sewers, inlets, manholes, etc., these areas will not be included in the measurements.

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110-11.4 Plugging Water Wells: When direct payment is provided in the Contract, the quantity to be paid for will be the Contract Item Lump Sum price.

110-11.5 Delivery of Salvageable Material to the Department When direct payment is provided in the Contract, the quantity to be paid for will be the Lump Sum quantity for delivery of salvageable materials to the Department as indicated in the plans.

110-11.6 General: In each case, except as provided below, where no item of separate payment for such work is included in the proposal, all costs of such work will be included in the various scheduled items in the Contract, or under specific items as specified herein below or elsewhere in the Contract.

110-5 Removal of Buildings.

110-5.1 Parts to be Removed: Completely remove all parts of the buildings, including utilities, plumbing, foundations, floors, basements, steps, connecting concrete sidewalks or other pavement, septic tanks, and any other appurtenances, by any practical manner which is not detrimental to other property and improvements. Remove utilities to the point of connection to the utility authority's cut-in. After removing the sewer connections to the point of cut-in, construct a concrete plug at the cut-in point, as directed by the Engineer, except where the utility owners may elect to perform their own plugging. Contact the appropriate utility companies prior to removal of any part of the building to ensure disconnection of services.

110-5.2 Removal by Others: Where buildings within the area to be cleared and grubbed are so specified to be removed by others, remove and dispose of any foundations, curtain walls, concrete floors, basements or other foundation parts which might be left in place after such removal of buildings by others.

110-6 Removal of Existing Structures.

110-6.1 Structures to be Removed: Remove and dispose of the materials from existing structures. Remove the following: (1) those structures, or portions of structures, shown in the plans to be removed; (2) those structures, or portions of structures, found within the limits of the area to be cleared and grubbed, and directed by the Engineer to be removed; (3) those structures, or portion of structures, which are necessary to be removed in order to construct new structures; and (4) other appurtenances or obstructions which may be designated in the Contract Documents as to be included in an item of payment for the work under this Article.

Notify the Florida Department of Environmental Protection (DEP) using DEP Form 62-257.900(1) "Notice of Asbestos Renovation or Demolition" at least 10 working days



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prior to the demolition or renovation of any structures, even if asbestos is not found on the project. Provide a copy of this notice to the Engineer.

### 110-6.2 Method of Removal:

110-6.2.1 General: Remove the structures in such a way so as to leave no obstructions to any proposed new structures or to any waterways. Pull, cut off, or break off pilings to the requirements of the permit or other Contract Documents, whichever requires the deepest removal, but not less than 2 feet below the finish ground line. In the event that the plans indicate channel excavation to be done by others, consider the finish ground line as the limits of such excavation. For materials which are to remain the property of the Department or are to be salvaged for use in temporary structures, avoid damage to such materials, and entirely remove all bolts, nails, etc. from timbers to be so salvaged. Mark structural steel members for identification as directed.

110-6.2.2 Removal of Steel Members With Hazardous Coatings: Provide to the Engineer for approval, a copy of the “Contractor’s Lead in Construction Compliance Program” from the firm actually removing and disposing of these steel members before any members are disturbed.

Vacuum power tool clean any coated steel member to bare metal as defined by SSPC-SP11 a minimum of 4 inches either side of any area to be heated (torch cutting, sawing, grinding, etc.) in accordance with 29 CFR 1926.354. Abrasive blasting is prohibited.

Provide air supplied respirators in accordance with 29 CFR 1926.62 and 29 CFR 1910.134.

110-6.3 Partial Removal of Bridges: On concrete bridges to be partially removed and widened, remove concrete by manually or mechanically operated pavement breakers, by concrete saws, by chipping hammers, or by hydro-demolition methods. Do not use explosives. Where concrete is to be removed to neat lines, use concrete saws or hydro-demolition methods capable of providing a reasonably uniform cleavage face. If the equipment used will not provide a uniform cut without surface spalling, first score the outlines of the work with small trenches or grooves. For all demolition methods, submit for review and approval of the Engineer, a demolition plan that describes the method of removal, equipment to be used, types of rebar splices or couplers, and method of straightening or cutting rebars. In addition, for hydro-demolition, describe the method for control of water or slurry runoff and measures for safe containment of concrete fragments that are thrown out by the hydro-demolition machine.

110-6.4 Authority of U.S. Coast Guard: For structures in navigable waters, when

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constructing the project under authority of a U.S. Coast Guard permit, the U.S. Coast Guard may inspect and approve the work to remove any existing structures involved therein, prior to acceptance by the Department.

110-6.5 Asbestos Containing Materials (ACM) Not Identified Prior to the Work: When encountering or exposing any condition indicating the presence of asbestos, cease operations immediately in the vicinity and notify the Engineer.

Make every effort to minimize the disturbance of the ACM. Immediately provide for the health and safety of all workers at the job site and make provisions necessary for the health and safety of the public that may be exposed to any potentially hazardous conditions. Provisions shall meet all applicable laws, rules or regulations covering hazardous conditions and will be in a manner commensurate with the gravity of the conditions.

The Engineer will notify the District Contamination Assessment Coordinator who will coordinate selecting and tasking the Department's Asbestos Contractor or Contamination Assessment/Remediation Contractor (CAR). Provide access to the potential contamination area. Preliminary investigation by the Asbestos/CAR Contractor will determine the course of action necessary for site security and the steps necessary to resolve the contamination issue.

The Asbestos/CAR Contractor will delineate the contamination area(s), any staging or holding area required. Coordinate with the Asbestos/CAR Contractor and the Engineer to develop a work plan that will provide the Asbestos/CAR Contractor's operations schedule with projected completion dates for the final resolution of the contamination issue.

The Asbestos/CAR Contractor will maintain jurisdiction over activities inside any outlined contaminated areas and any associated staging holding areas. The Asbestos/CAR Contractor will be responsible for the health and safety of workers within the delineated areas. Provide continuous access to these areas for the Asbestos/CAR Contractor and representatives of regulatory or enforcement agencies having jurisdiction. Both Contractors will use the schedule as a basis for planning the completion of both work efforts. The Engineer may grant the Contract Time extensions according to the provisions of 8-7.3.2.

Cooperate with the Asbestos/CAR Contractor to expedite integration of the Asbestos/CAR Contractor's operations into the construction project. The Prime Contractor is not expected to engage in routine construction activities involving asbestos containing materials. Adjustments to quantities or to Contract unit prices will be made according to work additions or reductions on the part of the Prime Contractor in accordance with 4-3.

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The Engineer will direct the Prime Contractor when operations may resume in the affected area.

### 110-7 Removal of Existing Pavement.

Remove and dispose of existing rigid portland cement concrete pavement, sidewalk, slope pavement, ditch pavement, curb, and curb and gutter etc., where shown in the plans or ordered by the Engineer to be removed or where required because of the construction operations. Retaining walls, drainage structures and flexible asphalt pavement are not included in the work under this Article.

### 110-8 Ownership of Materials.

Except as may be otherwise specified in the Contract Documents, the Contractor shall take ownership of all buildings, structures, appurtenances, and other materials removed by him and shall dispose of them in accordance with 110-9.

### 110-9 Disposal of Materials.

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

Dispose of timber, stumps, brush, roots, rubbish, and other objectionable material resulting from clearing and grubbing in areas and by methods meeting the applicable requirements of all Local, State and Federal regulations. Do not block waterways by the disposal of debris.

110-9.2 Burning Debris: Where burning of such materials is permitted, perform all such burning in accordance with the applicable laws, ordinances, and regulations. Perform all burning at locations where trees and shrubs adjacent to the cleared area will not be harmed.

110-9.3 Timber and Crops: The Contractor may sell any merchantable timber, fruit trees, and crops that are cleared under the operations of clearing and grubbing for his own benefit, subject to the provisions of 7-1.2, which may require that the timber, fruit trees, or crops be burned at or near the site of their removal, as directed by the Engineer. The Contractor is liable for any claims which may arise pursuant to the provisions of this Subarticle.

110-9.4 Disposal of Treated Wood: Treated wood, including that which comes from bridge channel fender systems, must be handled and disposed of properly during removal. Treated wood should not be cut or otherwise mechanically altered in a manner that would generate dust or particles without proper respiratory and dermal protection. The treated wood must be disposed of in at least a lined solid waste facility or through recycling/reuse. Treated wood shall not be disposed by burning or placement in a construction and demolition (C&D) debris landfill. All compensation for the cost of removal and disposal of treated wood will be included in the Cost of Removal of Existing Structures.

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110-9.5 Hazardous Materials/Waste: Handle, transport and dispose of hazardous materials in accordance with all Local, State and Federal requirements including the following:

- a. SSPC Guide 7
- b. Federal Water Pollution Control Act, and
- c. Resource Conservation and Recover Act (RCRA).

Accept responsibility for the collection, sampling, classification, packaging, labeling, accumulation time, storage, manifesting, transportation, treatment and disposal of hazardous waste, both solid and liquid. Separate all solid and liquid waste and collect all liquids used at hygiene stations and handle as hazardous materials/waste. Obtain written approval from the Engineer for all hazardous materials/waste stabilization methods before implementation.

Obtain an EPA/FDEP Hazardous Waste Identification Number (EPA/FDEP ID Number) before transporting and/or disposal of any hazardous materials/waste.

List the Department as the generator of all hazardous materials/waste.

Submit the following for the Engineers' approval before transporting, treatment or disposal of any hazardous materials/waste:

- a. Name, address and qualifications of the transporter,
- b. Name, address and qualifications of the treatment facility,
- c. Proposed treatment and/or disposal of all Hazardous Materials/Waste.

Transport all hazardous materials/waste in accordance with applicable 40 CFR 263 Standards. Provide a copy of all completed Hazardous Materials/Waste manifest/bills of lading to the Engineer within 21 days of each shipment.

110-9.5.1 Steel Members With Hazardous Coating: Dispose of steel members with hazardous coating in one of the following manners:

- (a) Deliver the steel members and other hazardous waste to a licensed recycling or treatment facility capable of processing steel members with hazardous coating.
- (b) Deliver the steel members with hazardous coating to a site designated by the Engineer for
- (c) use as an offshore artificial reef. Deliver any other hazardous materials/waste to a licensed hazardous materials/waste recycling treatment facility.

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Dismantle and/or cut steel members to meet the required dimensions of the recycling facility, treatment facility or offshore artificial reef agency.

All compensation for the cost of removal and disposal of hazardous materials/waste will be included in the Cost of Removal of Existing Structures.

110-9.5.2 Certification of Compliance: Furnish two copies of Certification of Compliance from the firm actually removing and disposing of the hazardous materials/waste stipulating, the hazardous materials/waste has been handled, transported and disposed of in accordance with this Specification. The Certification of Compliance shall be attested to by a person having legal authority to bind the company.

Maintain all records required by this Specification and ensure these records are available to the Department upon request.

### 110-10 Miscellaneous Operations.

110-10.1 Water Wells Required to be Plugged: Fill or plug all water wells within the right-of-way, including areas of borrow pits and lateral ditches, that are not to remain in service, in accordance with applicable Water Management District rules or the Department of Environmental Protection regulations.

Cut off the casing of cased wells at least 12 inches below the ground line or 12 inches below the elevation of the finished excavation surface, whichever is lower. Water wells, as referred to herein, are defined either as artesian or non-artesian, as follows:

(a) An artesian well is an artificial hole in the ground from which water supplies may be obtained and which penetrates any water-bearing rock, the water in which is raised to the surface by natural flow or which rises to an elevation above the top of the water-bearing bed. Artesian wells are further defined to include all holes drilled as a source of water that penetrate any water-bearing beds that are a part of the artesian water system of Florida, as determined by representatives of the applicable Water Management District.

(b) A non-artesian (water-table) well is a well in which the source of water is an unconfined aquifer. The water in a non-artesian well does not rise above the source bed.

When the plans do not indicate whether a non-flowing well is artesian or non-artesian, obtain this information from the Engineer.

110-10.2 Landscape Areas: When certain areas of the right-of-way, outside of the limits

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of construction, are shown in the plans or designated by the Engineer to be landscaped, either under the construction Contract or at a later time, remove undesirable trees, stumps, undergrowth, and vegetation, as directed, and preserve and trim natural growth and trees as directed by the Engineer.

110-10.3 Leveling Terrain: Within the areas between the limits of construction and the outer limits of clearing and grubbing, fill all holes and other depressions, and cut down all mounds and ridges. Make the area of a sufficient uniform contour so that the Department's subsequent mowing and cutting operations are not hindered by irregularity of terrain. Perform this work regardless of whether the irregularities were the result of construction operations or existed originally.

110-10.4 Mailboxes: When the Contract Documents require furnishing and installing mailboxes, permit each owner to remove the existing mailbox. Work with the Local Postmaster to develop a method of temporary mail service for the period between removal and installation of the new mailboxes. Install the mailboxes in accordance with the Design Standards.

### 110-11 Method of Measurement.

110-11.1 Clearing and Grubbing: When direct payment is provided in the Contract, the quantity to be paid for will be the lump sum quantity.

110-11.2 Removal of Existing Structures: When direct payment is provided in the Contract, the quantity to be paid for will be the lump sum quantity or quantities for the specific structures removed, as designated.

110-11.3 Removal of Existing Pavement: Payment for removal of flexible asphalt pavement is included in the Lump Sum price for Clearing and Grubbing. When a separate item for Removal of Existing Pavement is provided, the quantity to be paid for will be the number of square yards of existing pavement of the types listed in 110-7, acceptably removed and disposed of, as specified. The quantity will be determined by actual measurement along the surface of the pavement before its removal. Measurements for appurtenances which have irregular surface configurations, such as curb and gutter, steps, and ditch pavement, will be the area as projected to an approximate horizontal plane. Where the removal of pavement areas is necessary only for the construction of box culverts, pipe culverts, storm sewers, inlets, manholes, etc., these areas will not be included in the measurements.

110-11.4 Plugging Water Wells: When direct payment is provided in the Contract, the quantity to be paid for will be the Contract Item Lump Sum price.

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110-11.5 Delivery of Salvageable Material to the Department When direct payment is provided in the Contract, the quantity to be paid for will be the Lump Sum quantity for delivery of salvageable materials to the Department as indicated in the plans.

110-11.6 General: In each case, except as provided below, where no item of separate payment for such work is included in the proposal, all costs of such work will be included in the various scheduled items in the Contract, or under specific items as specified herein below or elsewhere in the Contract.

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### SECTION 112 - TREES, PLANTS, AND GROUNDCOVERS

#### PART 1 - GENERAL

##### 1.1 DESCRIPTION OF WORK:

Furnish all materials, equipment and labor as necessary for preparation of planting areas, soil treatment, planting of trees, shrubs, groundcovers and grass, relocation of designated plants, protection of plants, maintenance, guarantee and replacement of plants, and related items as required to complete the work as indicated on the drawings and specified herein.

##### 1.2 DEFINITIONS:

A. The following words and terms or pronouns used instead shall wherever they appear in these specifications, be construed as follows, unless a different meaning is clear from the context:

"Final Acceptance" shall mean that point in time when all requirements of project drawings and specifications are completed, including any punch list items, to the satisfaction of the Engineer. The contractor shall be notified in writing of final acceptance by the Engineer.

"Warranty Period" shall be a one year period beginning at Final Acceptance.

"Maintenance Period" shall begin when plant material is installed and continue for thirty (30) days after notification of Final Acceptance.

"Final Maintenance Inspection" shall occur at the end of the thirty (30) day maintenance period.

##### 1.3 QUALITY ASSURANCE:

- A. The landscape installation shall be by a single firm specializing in landscape work.
- B. Plant names indicated shall comply with "Standardized Plant Names" as adopted by the latest edition of the American Joint Committee of Horticultural Nomenclature. Names of varieties not listed shall conform generally with names accepted by the nursery trade. Provide stock true to botanical name and legibly tagged.
- C. Comply with sizing and grading standards of the latest edition of "American Standard for Nursery Stock" (ANSI Z60 1) and, sizing and grading standards of the latest edition of "Grades and Standards for Nursery Plants: Part I and II" by the Florida Department of Agriculture and Consumer Services. All plant material shall be "Florida No. 1" or better.



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1. Caliper measurement shall be taken six (6) inches above ground level if four (4) inches or less. If greater than 4 (four) inches, caliper measurement will be taken at twelve (12) inches above ground level.
- D. Do not make substitutions. If specified landscape material is not obtainable submit to the Engineer in writing, proof of non-availability and proposal for use of equivalent material.
- E. All plants shall be nursery grown and 100% acclimatized to local planting conditions.
- F. Stock furnished shall be at least the minimum size indicated. Larger stock is acceptable, at no additional cost, and providing that the larger plants will not be cut back to size indicated. Provide plants indicated by two measurements so that only a maximum of 25% are of the minimum size indicated and 75% are of the maximum size indicated. Height and spread specified will prevail over container size specified, for groundcover and shrub material only.
- G. All trees will be inspected and approved by the Engineer at the place of growth, for compliance with specification requirements for quality, size, and variety. When trees cannot be obtained locally, provide sufficient photographs of the proposed plants for approval.
1. Approval shall not impair the right of inspection and rejection upon delivery at the site or during the progress of the work.
  2. Tag trees at the source of supply prior to inspection by the Engineer.

### 1.4 SUBMITTALS:

- A. Submit planting schedule showing scheduled dates for each type of planting in each area of site two weeks prior to beginning work.
- B. Submit certificates of inspection, as required by governmental authorities; and manufacturers or vendors certified analysis for soil amendments, herbicides, insecticides and fertilizer materials; submit other data substantiating that materials comply with specified requirements.
- C. Submit the following material samples:
1. Mulch
  2. Topsoil with verification of sterilization and source.

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3. One typical sample of each shrub and groundcover material as specified, prior to planting for approval.

Such approval shall not impair the right of inspection and rejection upon delivery at the site or during the progress of the work.

- D. Upon final acceptance of plant material, submit two (2) written maintenance instructions recommending procedures for maintenance of plant materials for a one year period.
- E. Provide landscape planting as-built drawings:
  1. Legibly mark drawings to record actual installation.
  2. Identify field changes of dimension and detail and changes made as directed by the Engineer.

### 1.5 DELIVERY, STORAGE AND HANDLING:

- A. Deliver fertilizer materials in original, unopened, and undamaged containers showing weight, analysis, and name of manufacturer. Store in manner to prevent wetting and deterioration.
- B. Trees must be held and fully acclimatized over a period not less than eight (8) weeks prior to delivery to site.
- C. Take all precautions customary in good trade practice in preparing plants for moving. Workmanship that fails to meet the highest standards will be rejected. Spray deciduous plants in foliage with an approved "Anti-Desiccant" immediately prior to digging to prevent dehydration. Dig, pack, transport, and handle plants with care to ensure protection against injury. Inspection certificates required by law shall accompany each shipment invoice or order. Upon arrival, the certificate shall be submitted to the Engineer. Protect all plants from drying out. If plants cannot be planted immediately upon delivery, properly protect them with soil, wet peat moss, or in a manner acceptable to the Engineer. Water heeled-in plantings daily. No plant shall be bound with rope or wire in a manner that could damage or break the branches.
- D. Plant material that is stored improperly shall receive a special review established on a case by case basis.
- E. Cover plants transported on open vehicles with a protective covering to prevent wind burn.

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- F. Topsoil shall be kept dry and loose for planting bedmixes.
- G. Label at least one (1) tree and one (1) shrub of each variety with a securely attached waterproof tag bearing legible designation of botanical and common names.

### 1.6 JOB CONDITIONS:

- A. Work notification: Notify the Engineer at least seven (7) working days prior to installation of plant material. All plant samples shall be reviewed for approval prior to notification.
- B. Protect existing utilities, paving and other facilities from damage caused by landscaping operations. Notify any affected utilities 48 hours prior to beginning work, if applicable.
- C. A complete list of plants, including a schedule of sizes, quantities, and other requirements are shown on the drawings. In the event that quantity discrepancies or material omissions occur in the plant materials list, the planting plans shall govern.
- D. Examine the subgrade, verify the elevations, observe the conditions under which work is to be performed, and examine unsatisfactory conditions before proceeding with the work.
  - 1. When conditions detrimental to plant growth are encountered such as rubble fill, adverse drainage conditions or obstructions, notify the Engineer before planting to determine alternative action.
  - 2. Contractor shall be responsible for the removal of existing vegetation deemed necessary by the Engineer to carry out the scope of the project.
- E. The irrigation system shall be installed prior to planting, if applicable. Locate, protect and maintain the irrigation system during planting operations. Repair irrigation system components, new and existing, damaged during planting operations. Test system prior to installation of plant material.
- F. Any work taking place along a city, county or state road or median must comply with appropriate regulating authorities guidelines for "Traffic Controls for Construction and Maintenance Operations". Contractor shall be responsible to file and obtain any and all required agency permits.

## PART 2 - PRODUCTS

### 2.1 MATERIALS:

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- A. Plants: Provide plants typical of their species or variety; with normal, densely-developed branches and vigorous, fibrous root systems. Provide only sound, healthy vigorous plants free from defects, disfiguring knots, sunscald injuries, frost cracks, abrasion of the bark, plant diseases, insect eggs, borers, and all forms of infestation. All plants shall have a fully developed form without voids and open spaces.
1. All plant material shall be "Florida No. 1", or better.
  2. Dig balled and burlapped plants with firm, natural balls of earth of diameter and depth to encompass the fibrous and feeding root system necessary for full recovery of the plant. Provide ball sizes complying with the latest edition of the "American Standard for Nursery Stock". Cracked or mushroomed balls are not acceptable.
  3. Container-grown stock: Grown in container for sufficient length of time for the root system to have developed to hold its soil together, firm and whole.
    - a. No plants shall be loose in container.
    - b. Container stock shall not be pot bound.
  4. Trees that have the main trunk forming a "Y" shape are not acceptable. Trees shall have a minimum of five (5) feet of trunk free from branching, unless otherwise specified.
  5. Sanding of palm tree trunks will not be accepted. Palm tree fronds shall be tied up to protect the bud from stress and damage. Fronds shall be tied with a material that will decompose naturally.
  6. Plants planted in rows shall be matched in form.
  7. Plants larger than those specified in the plant list may be used when approved by the Engineer.
    - a. If the use of larger plants is acceptable, increase the spread of roots or root ball in proportion to the size of the plant.
  8. The height of the tree, measured from the crown of the roots to the average height of the top of the tree, shall not be less than the minimum size designated in the plant list. Container size designated, if any, shall be the minimum size required.

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9. No pruning wounds shall be present with a diameter of more than 1" and such wounds must show vigorous bark on all edges.
10. Height and spread requirements, of shrub and groundcover material, indicated in the plant list shall prevail over container size indicated, unless otherwise specified.
11. Shrubs and small plants shall conform to the following standards:
  - a. The measurements for height shall be taken from the ground level to the average height of the top of the plant and not the longest branch.
  - b. Single stemmed or thin plants will not be accepted.
  - c. Side branches shall be generous, well-twigged, and the plant as a whole well-bushed to the ground, unless otherwise specified.
  - d. Plants shall be in a vigorous condition, free from dead wood, bruises, or other root or branch injuries.
12. Any plant material showing signs of shock will be judged on a case by case basis for acceptance or rejection.

### 2.2 ACCESSORIES:

- A. Refer to drawings and other portions of specifications for accessories specifically used on this project.
- B. Topsoil for Planting Beds: Fertile, friable, natural topsoil of loamy character, without admixture of subsoil material, obtained from a well-drained arable site, reasonably free from clay, lumps, coarse sands, stones, plants, roots, sticks, and other foreign materials, with acidity range between pH 5.5 and 6.5. Mixture 50% coarse native sand and 50% peat as specified.
  1. Expressly identify source location of topsoil proposed for use on the project.
  2. Provide topsoil free of substances harmful to the plant material. Topsoil shall be sterilized.
- C. Peat: Brown to black in color, sterile, weed and seed free, granulated raw peat, containing not more than 9% mineral on a dry basis.
- D. Fertilizer shall be complete with the following analysis and source compounds:

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10% nitrogen derived from ammonium nitrate. 2% phosphorous derived from super phosphate. 10% potassium derived from potassium sulfate. 4% magnesium derived from magnesium sulfate.

The fertilizer shall be neutral and contain the essential micro-nutrients (Chelated Fe, Mn, Zn, Mo, Bo, Cu) in sulfates unless otherwise indicated in ppm.

- E. Anti-Desiccant: Protective film emulsion providing a protective film over plant surfaces; permeable to permit transpiration. Mixed and applied in accordance with manufacturer's instructions.
- F. Mulch shall be recycled mulch material (unless specified otherwise on drawings) clean, bright and free from weeds, moss, sticks and other debris. Mulch shall be spread at a minimum of two (2) inches deep and a maximum of four (4) inches deep or as otherwise noted.
- G. Water: Free of substances harmful to plant growth. Water shall contain less than 300 ppm soluble salts and less than 10 ppm chlorine, fluoride and sodium. Hoses or other methods of transportation shall be furnished by Contractor. Contractor shall furnish water supply from an acceptable source: deep wells, municipal potable supply and treated wastewater.
- H. Anchors: Provide white vinyl coated cable of size appropriate for tree size.
- I. Guys: Provide guys of 12-gauge galvanized iron wire annealed. Provide 6" x 1-1/2" galvanized turnbuckles. Provide 1/2" reinforced rubber hose, cut to lengths necessary to protect tree branches from wire damage. Guys to be flagged with florescent flagging.
- J. Bracing: Provide braces of 2 x 4 P.T. pine. Wrap trunk with burlap. Wrap cleat band around 2x4x12 P.T. pine.
- K. Twine: Two-ply jute material.
- L. Filter Fabric: Rot resistant polypropylene fabric and water permeable.
- M. Drainage Tile: ASTM F405 corrugated polyethylene drainage tubing, perforated.
- N. Drainage Fill: AASHTO M43 #6 (3/8" to 3/4") clean uniformly graded stone or gravel.

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- O. Pre-emergent weed killer: Apply twice an approved product, at a rate recommended by manufacturer.

### PART 3 - EXECUTION

#### 3.1 INSPECTION:

Contractor shall examine proposed planting areas and conditions for installation. Do not start planting work until unsatisfactory conditions are corrected.

#### 3.2 PREPARATION:

##### A. Time of planting.

- 1. Deciduous material: If deciduous trees are planted in-leaf, they shall be sprayed with an anti-desiccant prior to planting operation.

- B. Planting shall be performed only by experienced workmen familiar with planting procedures under the supervision of a qualified supervisor.

- C. Layout individual tree and shrub locations and areas for multiple plantings. Stake locations and outline areas, then secure the Engineer's acceptance before start of planting work. Give 24 hour notice for inspection. If obstructions are encountered that are not shown on the drawings, do not proceed with planting operations until alternate plant locations have been selected. Verify locations of existing utilities.

- D. Excavate circular plant pits with vertical sides, except for plants specifically indicated to be planted in beds. Provide shrub pits at least 12" greater than the diameter of the root system and 3 times greater than diameter of rootball for trees. Depth of pit shall accommodate the root system. Scarify the bottom of the pit to a depth of 4". Remove excavated materials from the site, as specified and directed by the Engineer.

- E. Provide pre-mixed planting mixture for use around the balls and roots of the plants consisting of topsoil and 1/2 lb. plant fertilizer as specified, for each cu. yd. of mixture.

- F. Provide pre-mixed ground cover bed planting mixture consisting of topsoil and 1/2 lb. plant fertilizer as specified, per cu. yd. Provide beds a minimum of 8" deep. Excavate groundcover beds 4" deep, add planting mixture and fill to a depth of 8". If slopes are greater than 4 to 1 increase depth to 12".

- G. Palm trees with clear trunk greater than six (6) feet in height shall be backfilled with soil indigenous to the site.

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### 3.2 INSTALLATION:

- A. Set plant material in the planting pit to proper grade and alignment. Set plants upright, plumb, and faced to give the best appearance or relationship to each other or adjacent structure. Set plant material 2-3" above the finished grade. No filling will be permitted around trunks or stems. Backfill the pit with half indigenous soil to the site and half planting mixture until approximately 2/3 full, then water thoroughly before placing remainder of backfill. Repeat watering until no more is absorbed. Do not use muddy mixtures for backfilling. Form a ring of soil around the edge of each planting pit to retain water.

After balled and burlapped plants are set, place soil mixture around bases of balls and fill all voids.

1. Remove all burlap, ropes, and wires from the tops of balls.

- B. Space groundcover plants in accordance with indicated dimensions. Adjust spacing as necessary to evenly fill planting bed with indicated quantity of plants. Plant to within 4" of the trunks of trees and shrubs within planting bed and to within 6" edge of bed.

- C. Apply anti-desiccant using power spray to provide adequate film over trunks, branches, stems, twigs and foliage.

- D. Mulch:

1. Apply pre-emergent weed killer over grade prior to mulching, as directed by the Engineer. Use rates recommended for specified product.
2. Mulch tree, shrub planting pits and shrub beds with required mulching material 2" deep or as otherwise noted immediately after planting. Thoroughly water mulched areas. After watering, rake mulch to provide a uniform finished surface.

- E. Staking/Guying:

1. Stake and guy all trees immediately after lawn seeding or sodding operations and prior to acceptance. When high winds or other conditions which may effect tree survival or appearance occur, the Engineer may require immediate staking and guying.
2. Stake trees under 3" caliper.



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3. Guy trees 3" caliper and over.
4. Brace all palm trees. Wrap with 5 layers burlap approximately 1/3 of the way up trunk. Attach lumber with cleats and hammer braces to lumber. Secure to ground with stake.

### F. Pruning:

1. Prune branches of B&B stock, prior to transplanting, to balance the loss of roots and preserve the natural character appropriate to the particular plant requirements. In general, remove 1/4 to 1/3 of the leaf bearing buds, proportion shall in all cases be as approved by Engineer. Remove or cut back broken, damaged, and unsymmetrical growth of new wood. Prune trees to retain required height and spread. Do not cut structural branches. Required sizes are the size after pruning.
2. Multiple leader plants: Preserve the leader which will best promote the symmetry of the plant. Cut branches at branch collars.

### G. Care of Existing Trees:

1. All existing trees, if any, shall be protected through the duration of this project as outlined in the Tree Protection Standards of the City of Tampa Site Clearing Ordinance. These requirements and those attached at the end of this section are available in the City Hall Annex Building, 3rd floor east, Duplication Office for a fee.

### H. Tree Relocation:

1. Tree relocation shall be performed under the supervision of the City Arborist.

## 3.3 MAINTENANCE:

A. Begin maintenance immediately after planting. Maintain all plant material until final acceptance and for an establishment period of thirty (30) days after final acceptance.

B. Maintenance shall include but is not limited to pruning, cultivating, mowing, weeding, fertilizing, watering, and application of appropriate insecticides and fungicides necessary to maintain plants free of insects and disease.

1. Re-set settled plants to proper grade and position. Restore planting saucer and adjacent material and remove dead material.

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2. Tighten and repair guy wires and stakes as required.
3. Correct defective work immediately after deficiencies become apparent and weather permits.
4. In addition to irrigation system, water trees every other day saturating the soil to a depth of three (3) feet for the first two (2) weeks. If no irrigation system exists, water plant material per the following schedule:

1-30 days - water every other day, saturating the soil to a depth of three (3) feet.

30-90 days - water twice a week, saturating the soil to a depth of three (3) feet.

90-365 days - water once a week, saturating the soil to a depth of three (3) feet.

Quantity of water applied should be adjusted in accordance to rainfall.

### 3.4 ACCEPTANCE:

- A. Inspection to determine acceptance of planted areas will be made by the Engineer upon Contractor's request. Provide notification at least five (5) working days before requested inspection date.
  1. Planted areas will be accepted provided all requirements, including maintenance, have been complied with and plant materials are alive and in a healthy, vigorous condition.
- B. The Engineer will prepare a "punch list" of those items which must be corrected before reinspection for final acceptance. The Engineer will determine an appropriate time period in which punch list items must be corrected. Provide 48 hour notification of need for reinspection.
- C. The City will assume plant maintenance 30 days after final acceptance, at which time, the contractor shall request a final maintenance inspection for acceptance, where requirements as stated in 3.5 apply.

### 3.5 WARRANTY:

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- A. Warrant plant material to remain alive and be in a healthy, vigorous condition for a period of one (1) year after completion and final acceptance of entire project.
- B. Replace, in accordance with the drawings and specifications, all plants that are dead or as determined by the Engineer to be in an unhealthy or unsightly condition, and have lost their natural shape due to Contractor's negligence. The cost of such replacement(s) shall be at Contractor's expense. Warrant all replacement plants for one (1) year after final acceptance.
- C. Warranty shall not include damage or loss of trees, plants, or groundcovers caused by fires, floods, freezing, rains, lightning storms or winds over 75 miles per hour, winter kill caused by extreme cold and severe winter conditions not typical of planting area; and acts of vandalism.
- D. Remove and replace immediately all plants found to be dead or in unhealthy condition as determined by the Engineer at any time during warranty period. Make replacements within four (4) weeks of notification.
  - 1. An inspection will be conducted at the end of the warranty period. Contractor will replace any plants found to be dead or in poor condition at this time within four (4) weeks of inspection. Contractor will also remove any tree bracing or guying determined by the Engineer to be unnecessary at this point in the tree's development.

### 3.6 CLEANING

Perform cleaning during installation of the work and upon completion of work. Remove from site all excess materials, soil, debris, and equipment. Repair damage resulting from planting operations.

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### SECTION 113 – DISPOAL OF DEBRIS

#### W-113.01 General

The Contractor shall furnish all labor, materials and equipment required to transport and dispose of debris removed from all pipelines and structures to an approved facility at the Contractor's expense. Any permits required for the hauling and disposing of materials shall be obtained by the Contractor at their expense.

#### W-113.02 Scope of Work

The Contractor will have the following responsibilities:

- a. Be solely responsible to handle, transport, test, permit and dispose of debris in accordance with all applicable regulatory requirements.
- b. For transportation between project site and disposal site.
- c. To apply for, pay fees and obtain all required environmental or transportation permits prior to handling debris. Permitting agencies include, but are not limited to, EPA, DER, DOT, Hillsborough County, City of Tampa and Expressway Authority.
- d. To perform all necessary tests as required by permit and all applicable regulatory requirements.
- e. To select a disposal site and acquire approval from the disposal site owner for disposal of debris. The Contractor is responsible to pay all applicable disposal fees

**SECTION 327 - MILLING OF EXISTING ASPHALT PAVEMENT**

**327-1 Description.**

Remove existing asphalt concrete pavement by milling to improve the rideability and cross slope of the finished pavement, to lower the finished grade adjacent to existing curb before resurfacing, or to completely remove existing pavement.

When milling to improve rideability, the Plans will specify an average depth of cut. Take ownership of milled material.

**327-2 Equipment.**

Provide a milling machine capable of maintaining a depth of cut and cross slope to achieve the results specified in the Contract Documents. Use a machine with a minimum overall length (out-to-out measurement excluding the conveyor) of 18 feet and a minimum cutting width of 6 feet.

Equip the milling machine with a built-in automatic grade control system that can control the transverse slope and the longitudinal profile to produce the specified results.

To start the project, the Engineer will approve any commercially manufactured milling machine that meets the above requirements. If it becomes evident after starting milling that the milling machine cannot consistently produce the specified results, the Engineer will reject the milling machine for further use.

The Contractor may use a smaller milling machine when milling to lower the grade adjacent to existing curb or other areas where it is impractical to use the above described equipment.

Equip the milling machine with means to effectively limit the amount of dust escaping during the removal operation.

For complete pavement removal, the Engineer may approve the use of alternate removal and crushing equipment instead of the equipment specified above.

**327-3 Construction.**

**327-3.1 General:** Remove the existing raised pavement markers (RPMs) before milling. Include the cost of removing existing RPMs in the price for milling.

When milling to improve rideability or cross slope, remove the existing pavement to the average depth specified in the Plans, in a manner that will restore the pavement surface to a uniform cross-section and longitudinal profile. The Engineer may require the use of a stringline to ensure maintaining the proper alignment.

Establish the longitudinal profile of the milled surface in accordance with the milling plans. Ensure the final cross slope of the milled surface parallels the surface cross slope shown in the Plans or as directed by the Engineer. Establish the cross slope of the milled surface by a second sensing device near the outside edge of the cut or by an automatic cross slope control mechanism. The Plans may waive the requirement of automatic grade or cross

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slope controls where the situation warrants such action.

Operate the milling machine to minimize the amount of dust being emitted. The Engineer may require prewetting of the pavement.

Provide positive drainage of the milled surface and the adjacent pavement. Perform this operation on the same day as milling. Repave all milled surfaces no later than the day after the surface was milled.

If traffic is to be maintained on the milled surface before the placement of the new asphalt concrete, provide suitable transitions between areas of varying thickness to create a smooth longitudinal riding surface. Produce a pattern of striations that will provide an acceptable riding surface. Control milling operations to produce a texture that will provide an acceptable riding surface.

Before opening an area which has been milled to traffic, sweep the pavement and gutters with a power broom or other approved equipment to remove, to the greatest extent practicable, fine material which will create dust under traffic. Sweep in a manner to minimize the potential for creation of a traffic hazard and to minimize air pollution. Do not sweep or allow milled asphalt into inlets.

Sweep the milled surface with a power broom before placing asphalt concrete.

In urban and other sensitive areas, use a street sweeper or other equipment capable of removing excess milled materials and controlling dust. Obtain the Engineer's approval of such equipment, contingent upon its demonstrated ability to do the work.

Perform the sweeping operation immediately after the milling operations or as directed by the Engineer.

**327-3.2 Quality Control Requirements:** Furnish a four foot long electronic level accurate to 0.1 degree, approved by the Engineer for the control of cross slope. Make this electronic level available at the jobsite at all times during milling operations. Calibrate and compare electronic levels in accordance with 330-9.3.1 at a minimum frequency of once per day before any milling operation.

Multiple cuts may be made to achieve the required pavement configuration or depth of cut.

**327-3.2.1 Cross Slope Measurement:** Measure the cross slope of the milled surface by placing the level at the center of the lane and perpendicular to the roadway centerline. Record all the measurements to the nearest 0.1% on an approved form and submit the data to the Engineer.

**327-3.2.1.1 Cross Slope Measurement Frequency:**

1. Tangent Sections: Measure the cross slope at a minimum frequency of one measurement every 100 feet per lane. When the average absolute deviation is consistently within the acceptance tolerance in Table 327-1, upon approval by the Engineer, the frequency of the cross slope measurements can be reduced to one measurement every 200 feet.

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2. Superelevated Sections: Measure the cross slope every 100 feet per lane within the length of full superelevation. For curves where the length of full superelevation is less than 250 feet, measure the cross slope at the beginning point, midpoint, and ending point of the fully superelevated section. For transition sections, measure the cross slope at control points identified in the Plans or, if not shown in the Plans, at a control point at a location of 0.0% cross slope.

### **327-3.2.1.2 Cross Slope Deviations and Corrections:**

Calculate the absolute deviation of each cross slope measurement and the average of the absolute deviations of ten consecutive cross slope measurements. The absolute deviation is the positive value of a deviation. In superelevated sections, when the number of measurements is less than ten, average the absolute deviation of all measurements.

If the average absolute deviation of any cross slope measurement falls outside the acceptance tolerance shown in Table 327-1, stop the milling operations and make adjustments until the problem is resolved to the satisfaction of the Engineer. If an individual cross slope deviation falls outside the acceptance tolerance as shown in Table 327-1, make corrections only in the deficient area to the satisfaction of the Engineer at no cost to the Department. For pavement with multiple cuts, the deficient areas not caused by the final cut may be left in place upon approval of the Engineer. All milling corrections shall be completed before placement of the asphalt course unless stated otherwise in the Plans or as determined by the Engineer.

The limits of deficient areas requiring correction may be verified and adjusted with more accurate measurement methods, including survey instruments, upon approval of the Engineer and at no cost to the Department.

Should the Contractor wish to have any required corrections waived, submit a request to the Engineer for approval. The Engineer may waive the corrections at no reduction in payment if the deficiencies are sufficiently separated so as not to significantly affect the final cross slope or project grade.

For intersections, tapers, crossovers, transitions at the beginning and end of the project, bridge approaches and similar areas, adjust the cross slope to match the actual site conditions, or as directed.

Roadway Feature	Individual Absolute Deviation	Average Absolute Deviation
Tangent section (including turn lanes)	0.4%	0.2%
Superelevated curve	0.4%	0.2%
Shoulder	0.5%	0.5%

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In the event the distance between two edges of deficient areas is less than 100 feet, the correction work shall include the area between the deficient areas.

**327-3.3 Verification:** The Engineer will verify the Contractor's cross slope measurements by randomly taking a minimum of ten cross slope measurements per lane per mile in tangent sections, at control points in transition sections, and a minimum of three cross slope measurements in fully superelevated sections. The Engineer will measure the cross slope of the milled surface by placing the level at the center of the lane and perpendicular to the roadway centerline.

**327-3.3.1 Cross Slope Deviations and Corrections:** If the average absolute deviation or an individual cross slope deviation falls outside the acceptance tolerance in Table 327-1, immediately make a comparison check at the QC test locations to verify the QC measurements in the section. If the comparisons are beyond the acceptable comparison tolerance in accordance with 327-3.2, stop the milling operation until the issue is resolved to the satisfaction of the Engineer. Correct any cross slope not meeting the individual deviation acceptance tolerance at no cost to the Department. The Engineer reserves the right to check the cross slope of the milled surface at any time by taking cross slope measurements at any location.

### **327-4 Milled Surface.**

Provide a milled surface with a reasonably uniform texture, within 1/4 inch of a true profile grade, and with no deviation in excess of 1/4 inch from a straightedge applied to the pavement perpendicular to the centerline. Ensure the variation of the longitudinal joint between multiple cut areas does not exceed 1/4 inch. The Engineer may accept areas varying from a true surface in excess of the above stated tolerance without correction if the Engineer determines they were caused by a pre-existing condition which could not have reasonably been corrected by the milling operations. Correct any unsuitable texture or profile, as determined by the Engineer, at no cost to the Department.

The Engineer may require remilling of any area where a surface lamination causes a non- uniform texture to occur.

### **327-5 Method of Measurement.**

The quantity to be paid for will be the plan quantity area, in square yards, over which milling is completed and accepted.

### **327-6 Basis of Payment.**

Price and payment will be full compensation for all work specified in this Section, including hauling off and stockpiling or otherwise disposing of the milled material.

Payment will be made under:



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Item No. 327- 70- Milling Existing Asphalt Pavement - per square yard.

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**SECTION 346 – STRUCTURAL PORTLAND CEMENT CONCRETE**

**346-1 Description.**

Use concrete composed of a mixture of portland cement, aggregate, water, and, where specified, admixtures, and supplementary cementitious materials. Deliver the portland cement concrete to the site of placement in a freshly mixed, unhardened state.

Obtain concrete from a plant that is currently on the Department’s Production Facility Listing. Producers seeking inclusion on the list shall meet the requirements of Section 105. If the concrete production facility’s Quality Control (QC) Plan is suspended, the Contractor is solely responsible to obtain the services of another concrete production facility with an accepted QC Plan or await the reacceptance of the concrete production facility’s QC Plan prior to the placement of any further concrete on the project. There will be no changes in the Contract Time because of the suspension, as described. Bear all delay costs and other costs associated with the concrete production facility’s QC Plan acceptance or reacceptance.

**346-2 Materials.**

**346-2.1 General:** Meet the following requirements:

- Coarse Aggregate.....Section 901
- Fine Aggregate\* .....Section 902
- Portland Cement and Blended Cement .....Section 921
- Water.....Section 923
- Admixtures\*\* .....Section 924
- Supplementary Cementitious Materials.....Section 929

\*Use only silica sand except as provided in 902-5.2.3.

\*\*Use products listed on the Department’s Approved Product List (APL).

Do not use materials containing hard lumps, crusts or frozen matter, or that is contaminated with materials exceeding the specified limits in the above listed Sections.

**346-2.2 Types of Cement:** Unless a specific type of cement is designated in the Contract Documents, use Type I, Type II, Type IP, Type IS, Type II, Type II (MH) or Type III cement in all classes of concrete. Use Type II or Type II (MH) for all mass concrete elements.

Use only the types of cements designated for each environmental classification in structural concrete as shown in Table 346-1. A mix design for a more aggressive environment may be used in a less aggressive environmental condition.

Table 346-1 Cement Use by Environmental Classification			
Component	Slightly Aggressive Environment	Moderately Aggressive Environment	Extremely Aggressive
Bridge Superstructures			
Precast Superstructure and Prestressed Elements	Type I or Type III	Type I, Type II, Type II, Type III, Type IP, or Type IS	Type II (MH), Type II, Type III (2) or Ternary Blend
Cast In Place	Type I	Type I, Type II, Type II, Type IP, or Type IS	Type II (MH), Type II, or Ternary Blend

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Bridge Substructures, Drainage Structures and other Structures			
All Elements	Type I or Type III	Type I, Type II, Type II, Type IP, or Type IS	Type II (MH), Type II, or Ternary Blend
Notes: Cements used in a more aggressive environment may also be used in a less aggressive environment.			

**346-2.3 Supplementary Cementitious Materials:** Supplementary cementitious materials are required to produce binary or ternary concrete mixes in all classes of concrete except for the following when used in slightly aggressive environments: Class I 3,000 psi, Class I 3,000 psi (Pavement), and Class II 3,400 psi. The quantity of portland cement replaced with supplemental cementitious materials must be on an equal weight replacement basis of the total cementitious materials with the limitations, shown in Table 346-2.

**346-2.3.1 Highly Reactive Pozzolans:** Materials that have a very high degree of pozzolanic reactivity due to their very fine particle sizes, including silica fume, metakaolin and ultrafine fly ash.

**346-2.3.2 Binary Concrete Mixes:** Concrete mixes containing portland cement and one supplementary cementitious material.

**346-2.3.3 Ternary Concrete Mixes:** Concrete mixes containing portland cement and any two of supplementary cementitious materials, either fly ash, slag, or highly reactive pozzolans.

Table 346-2 Cementitious Materials Concrete Mix Proportions (%) (Environmental classification is extremely aggressive, unless otherwise noted)						
Application	Portland Cement	Fly Ash Type F	Slag	Highly Reactive Pozzolans (4)		
				Silica Fume	Metakaolin	Ultra-Fine Fly Ash
General Use	70-82	18-30				
	66-78	15-25		7-9		
	66-78	15-25			8-12	
	66-78	15-25				8-12
	30-40	10-20	50-60			
	30-75 (1)		25-70			
	30-50		50-70			
	36-43		50-55	7-9		
	33-42		50-55		8-12	
	33-42		50-55			8-12
Precast / Prestressed	70-85 (1)	15-30				
	70-82	18-30				
	66-78	15-25		7-9		
	66-78	15-25			8-12	
	66-78	15-25				8-12
	30-40	10-20	50-60			
	30-50		50-70			
	36-43		50-55	7-9		

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	33-42		50-55		8-12	
	33-42		50-55			8-12
Drilled Shaft	63-67	33-37				
	38-42		58-62			
	30-40	10-20	50-60			
Mass Concrete	50-82 (2)	18-50				
	50-65 (3)	35-50				
	66-78	15-25		7-9		
	66-78	15-25			8-12	
	66-78	15-25				8-12
	30-40	10-20	50-60			
	30-50		50-70			
	36-43		50-55	7-9		
	33-42		50-55		8-12	
	33-42		50-55			8-12
Notes:						
(1) Slightly Aggressive and Moderately Aggressive environments.						
(2) For Concrete with Core Temperature $T \leq 165^{\circ}\text{F}$ .						

**346-2.4 Coarse Aggregate Gradation:** Produce all concrete using Size No. 57, 67 or 78 coarse aggregate. With the Engineer’s approval and input from the District Materials Office with Producer QC Plan acceptance authority, Size No. 8, Size No. 89, or other gradations may be used either alone or blended with Size No. 57, 67 or 78 coarse aggregate. Submit sufficient statistical data to establish production quality and uniformity of the subject aggregates, and establish the quality and uniformity of the resultant concrete. Aggregate gradations sized larger than nominal maximum size of 1.5 inch may be used blended with smaller size coarse aggregate as two components.

**346-2.4.1 Optimized Aggregate Gradation:** Improve the aggregate packing density at the Contractor’s option, by adding an intermediate-size coarse aggregate. Meet the requirements of Section 9.2 of the Materials Manual, on the methods used to produce combined aggregate gradation of fine, intermediate and coarse aggregate sizes for the concrete mixes.

**346-2.5 Admixtures:** Use admixtures in accordance with the requirements of this subarticle. Use admixtures in accordance with the manufacturer’s recommended dosage rate. Dosage rates outside of this range may be used with written recommendation from the admixture producer’s technical representative. Do not use admixtures or additives containing calcium chloride in reinforced concrete, either in the raw materials or introduced during the manufacturing process.

**346-2.5.1 Air Entrainment Admixtures:** Use an air entraining admixture in all concrete mixes except counterweight and dry cast concrete. For precast concrete products, the use of air entraining admixture is optional for Class I and Class II concrete.

**346-2.5.2 High Range Water-Reducing, Retarding and Plasticizing Admixtures:** When a highly reactive pozzolan is incorporated into a concrete mix design, use a high range water-reducing admixture Type I, II, F or G.

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**346-2.5.2.1 Flowing Concrete Admixtures for Precast/Prestressed Concrete:** Use a Type I, II, F or G admixture for producing flowing concrete. If Type F or G admixture is used, verify the distribution of aggregates in accordance with ASTM C1610 except allow for minimal vibration for consolidating the concrete. The maximum allowable difference between the static segregation is less than or equal to 15 %. Add the flowing concrete admixtures at the concrete production facility.

**346-2.5.3 Corrosion Inhibitor Admixtures:** Use a water-reducing and retarding admixture, Type D, or a high range water-reducing and retarding admixture, Type G, to normalize the setting time of concrete.

**346-2.5.4 Accelerating Admixture for Precast Drainage and Incidental Concrete Products:** Use non-chloride accelerating admixtures, Type C or accelerating and water-reducing, Type E, only in the manufacturing of precast drainage and incidental concrete products.

**346-3 Classification of Concrete.**

**346-3.1 General:** The classifications of concrete covered by this Section are designated as Class I, Class I Pavement, Class II, Class II Bridge Deck, Class III, Class III Seal, Class IV, Class IV Drilled Shaft, Class V, Class V Special, Class VI, and Class VII. The specified strength, maximum water to cementitious materials ratio and slump of each class are specified in

Table 346-3. The required air content for all classes of concrete is less than or equal to 6.0%.

**346-3.2 Concrete Class Substitutions:** The Engineer may allow the substitution of a higher class concrete in lieu of the specified class concrete when the substituted concrete mixes are included as part of the QC Plan, or for precast concrete, the Precast Concrete Producer QC

Plan. The substituted higher class concrete must meet or exceed the requirements of the specified class concrete.

When the compressive strength acceptance data is less than the minimum compressive strength of the higher design mix, notify the Engineer. Acceptance is based on the requirements in Table 346-3 for the specified class concrete. Do not place concrete with a slump more than plus or minus 1.5 inches from the target slump value specified in Table 346-3.

**346-3.3 Master Proportion Table:** Proportion the materials used to produce the various classes of concrete in accordance with Table 346-3.

The calculation of the water to cementitious materials ratio (w/cm) is based on the total cementitious materials including portland cement and any supplementary cementitious materials used in the mix.

Table 346-3 Master Proportion Table			
Class of Concrete	28-day Specified Minimum Compressive Strength (fc') (psi)	Maximum Water to Cementitious Materials Ratio (pounds per pounds)	Target Slump Value (inches) (3)
I (1)	3,000	0.53	3 (2)
I (Pavement)	3,000	0.50	1.5 or 3 (5)

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II (1)	3,400	0.53	3 (2)
II (Bridge Deck)	4,500	0.44	3 (2)
III (4)	5,000	0.44	3 (2)
III (Seal)	3,000	0.53	8
IV	5,500	0.41(6)	3 (2)
IV (Drilled Shaft)	4,000	0.41	8.5
V (Special)	6,000	0.37(6)	3 (2)
V	6,500	0.37(6)	3 (2)
VI	8,500	0.37(6)	3 (2)
VII	10,000	0.37(6)	3 (2)

Notes:  
 For precast three-sided culverts, box culverts, endwalls, inlets, manholes and junction boxes, the target slump value and air content will not apply. The maximum allowable slump is 6 inches, except as noted in (2). The Contractor is permitted to use concrete meeting the requirements of ASTM C478 (4,000 psi) in lieu of the specified Class I or Class II concrete for precast endwalls, inlets, manholes and junction boxes.

The Engineer may allow a maximum target slump of 7 inches when a Type F, G, I or II admixture is used. When flowing concrete is used, meet the requirements of Section 8.6 of the Materials Manual.

For a reduction in the target slump for slip-form operations, submit a revision to the mix

**346-3.4 Durability for Concrete Construction:**

**346-3.4.1 Minimum Cementitious Materials Content:** Ensure that the produced concrete meets the minimum amount of cementitious materials content in Table 346-4.

Table 346-4 Minimum Amount of Total Cementitious Materials Content (pounds per cubic yard of concrete)			
Concrete Application	Environmental Classification		
	Extremely Aggressive	Moderately Aggressive	Slightly Aggressive
Reinforced Concrete (1)	600	550	510
Non-reinforced Concrete	470		
Notes: (1) The Engineer may allow a lower total amount of cementitious materials content in concrete Class I, Class I (Pavement), Class II and Class III.			

**346-3.4.2 Chloride Content Limits:** Use the following maximum allowable chloride content limits for the concrete application and/or exposure environment shown:

Table 346-5 Chloride Content Limits for Concrete Construction
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Application/Exposure Environment		Maximum Allowable Chloride Content, (pounds per cubic yard of
Non-Reinforced Concrete		No Test Needed
Reinforced Concrete	Slightly Aggressive Environment	0.70
	Moderately or Extremely Aggressive	0.40
Prestressed Concrete		0.40

If chloride test results exceed the limits of Table 346-5, suspend concrete placement immediately for every mix design represented by the failing test results, until corrective measures are made. Submit an Engineering Analysis Scope in accordance with 6-4 by a Specialty Engineer knowledgeable in the areas of corrosion and corrosion control, to determine if the material meets the intended service life of the structure on all concrete produced from the mix design failing chloride test results to the previous passing test results.

**346-3.4.3 Surface Resistivity Test:** Ensure that the Class II (Bridge Deck), Class IV, Class V, Class V (Special), Class VI, or Class VII concrete in extremely aggressive environments meets or exceeds a resistivity of 29 kOhm-cm at 28 days, when a highly reactive pozzolan is used.

**346-4 Special Types of Concrete.**

**346-4.1 Drilled Shaft Concrete:** Notify the Engineer at least 48 hours before placing drilled shaft concrete. Obtain slump loss tests results demonstrating that the drilled shaft concrete maintains a slump of at least 5 inches throughout the concrete elapsed time before drilled shaft concrete operations begin.

Perform the slump loss test at the anticipated ambient temperature for drilled shaft placements greater than 30 cubic yards and an elapsed time of greater than five hours.

Obtain slump loss test results from an approved laboratory or from a field demonstration. Slump loss test results for drilled shafts requiring 30 cubic yards of concrete or less and a maximum elapsed time of five hours or less may be done in a laboratory. Obtain all other slump loss test results in the field.

The concrete elapsed time is defined in Section 455. Obtain the Engineer’s approval for use of slump loss test results including elapsed time before concrete placement begins.

Test each load of concrete for slump to ensure the slump is within the limits of this Section.

Initially cure acceptance cylinders for 48 hours before transporting them to the laboratory.

If the elapsed time during placement exceeds the slump loss test data, submit an Engineering Analysis Scope in accordance with 6-4 by a Specialty Engineer knowledgeable in the area of concrete foundations, to determine if the shaft is structurally sound and free from voids. At the direction of the Engineer, excavate the drilled shaft for inspection. Obtain approval from the Engineer before placing any additional shafts.

**346-4.2 Mass Concrete:** When the Contract Documents designate any structure as mass concrete, use a Specialty Engineer to develop and administer a Mass Concrete Control Plan (MCCP). Develop the MCCP in accordance with ACI Publications 207.1R Guide to Mass Concrete, 207.2R Report on Thermal and Volume Change Effects on Cracking of Mass

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Concrete, and 224R Control of Cracking in Concrete Structures. Ensure that the concrete core temperatures for any mass concrete element do not exceed the maximum allowable temperature of 180°F and that the differential temperatures between the element core and surface do not exceed the maximum allowable temperature differential of 35°F. Submit the MCCP to the Engineer for approval at least 14 calendar days prior to the first anticipated mass concrete placement. Ensure the MCCP includes and fully describes the following:

1. The Financial Project Identification Number (FPID).
2. Contact names and numbers.
3. Names and qualifications of all designees who will inspect the installation of and record the output of temperature measuring devices, and who will implement temperature control measures.
4. The number, type, and dimensions of each mass concrete element to be constructed.
5. A sequential ID number assigned to each element indicating bridge number, element type, element size, and element location.
6. The mix design number of the concrete used to construct each element.
7. Indicate which mass concrete elements will be monitored.
8. Casting procedures,
9. Insulating systems,
10. Type and placement of temperature measuring and recording devices, as well as any remote monitoring devices and software.
11. For each concrete mix design and concrete element, provide information included in Table 346-6, listing the maximum allowable concrete placement temperature for each ambient temperature range at time of placement, in 10°F increments from 40°F and 99°F.

Table 346-6 Maximum Allowable Concrete Placement Temperature Data Sheet		
Mix Design No.	Maximum Allowable Concrete Placement Temperature (°F)	
Ambient Temperature at Time of Placement	Footer Dimensions(1) W by L by H (ft)	Column Dimensions(1) D by H(ft)
40° - 49°F		
50° - 59°F		
60° - 69°F		
70° - 79°F		
80° - 89°F		
90° - 99°F		



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Notes:

(1) W = Width, L = Length, H = Height and D = Diameter

12. Measures to prevent thermal shock.
13. Active cooling measures, if used.

Do not place concrete until the proposed M CCP has is approved, and fully complies with its requirements. Any modifications must be submitted as addenda to the original M CCP and must be approved in writing by the Engineer. Ensure that, prior to the first concrete placement of each concrete element the Specialty Engineer or approved designee personally inspects the installation of the temperature measuring devices and verifies that the temperature data acquisition equipment is properly functioning. The temperature data acquisition equipment must record temperature readings at least once per hour, beginning at the completion of concrete placement and continuing until the core temperature is within 50°F of the ambient temperature. The Specialty Engineer shall be available for immediate consultation during the monitoring period of any mass concrete element. Monitor temperature readings at least once every six hours. Within three working days of the completion of temperature recording for each concrete element, submit an electronic spreadsheet file, editable report to the Engineer that includes the element identification, date and time of any changes to the temperature control measures, all original temperature readings and curing notes. Also submit data logger summaries and graphs, and results of the visual inspection of each element.

If the first element of a group of elements with the same dimensions is placed in accordance with the approved M CCP, without exceeding either the maximum temperature or maximum temperature differential of the concrete, reduced monitoring of the remaining elements may be allowed with written approval from the Engineer. Request approval from the Engineer at least 14 calendar days prior to the anticipated date of reduced monitoring. If approved, temperature monitoring is required only for the initial element of a group of concrete elements meeting all of the following requirements:

1. All elements have the same dimensions.
2. All elements have the same concrete mix design.
3. All elements have the same insulation R value and active cooling measures (if used).
4. Ambient temperatures during concrete placement for all elements are within minus 10°F of the ambient temperature during placement of the initial element.
5. Use the same temperature control measures used for the initial monitored element and keep in place for at least the same length of time as for the initial element. The Contractor and Engineer each have the option to have the temperature monitored to ensure the core temperature is within 50°F of ambient temperature prior to termination of temperature control measures.

Install temperature measuring and recording devices for all mass concrete elements. Position the temperature sensors 2.00± 0.25 inches inside the concrete surface for surface temperature measurements and at the expected location of the maximum temperature for core temperature

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measurements. Place the ambient temperature sensor in a location that protects it from direct exposure to rain, sun, or sources of radiated heat, such as concrete or asphalt pavement surfaces. Temperatures shall be continuously recorded starting at the end of concrete placement and continuing until the core has cooled to within 50°F of the ambient temperature. Resume monitoring of the temperatures for all elements if directed by the Engineer. Instrumentation and temperature monitoring are not required for drilled shafts supporting sign, signal, lighting or intelligent transportation (ITS) structures that meet all of the following requirements:

1. The diameter is six feet or less.
2. The total cementitious materials content of the concrete mix design is less than or equal to 750 pounds per cubic yard.

Temperature monitoring may be omitted at the Contractor's option, for any mass concrete substructure element meeting all of the following requirements:

1. The minimum cross-sectional dimension of the element is six feet or less.
2. Insulation with an R-value of at least 2.5 must be provided for at least 72 hours following the completion of concrete placement.
3. The environmental classification of the concrete element is slightly aggressive or moderately aggressive.
4. The concrete mix design meets the mass concrete proportioning requirements of 346-2.3.
5. The total cementitious material content of the concrete mix design is less than or equal to 750 pounds per cubic yard.
6. Temperature of the concrete is 95°F or less at placement.

Implement immediate corrective action as directed by the Specialty Engineer when either the core temperature or the temperature differential of any mass concrete element exceeds its maximum allowable value. The approval of the MCCP shall be revoked. Do not place any mass concrete elements until a revised MCCP has been approved in writing by the Engineer. Submit an Engineering Analysis Scope in accordance with 6-4 for approval, which addresses the structural integrity and durability of any mass concrete element that is not cast in compliance with the approved MCCP or which exceeds the allowable core temperature or temperature differential. Submit all analyses and test results requested by the Engineer for any noncompliant mass concrete element to the satisfaction of the Engineer. The Department will make no compensation for additional costs or loss of time due to additional analyses, tests, or other impacts on production caused by the use of reduced monitoring or the Contractor's option.

### **346-5 Sampling and Testing Methods.**

Perform concrete sampling and testing in accordance with the following methods:

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Table 346-7 Concrete Sampling and Testing Methods	
Description	Method
Slump of Hydraulic Cement Concrete	ASTM C143
Air Content of Freshly Mixed Concrete by the Pressure Method (1)	ASTM C231
Air Content of Freshly Mixed Concrete by the Volumetric Method (1)	ASTM C173
Making and Curing Test Specimens in the Field (2)	ASTM C31
Compressive Strength of Cylindrical Concrete Specimens	ASTM C39
Obtaining and Testing Drilled Core and Sawed Beams of Concrete	ASTM C42
Initial Sampling of Concrete from Revolving Drum Truck Mixers or	FM 5-501
Low Levels of Chloride in Concrete and Raw Materials	FM 5-516
Density (Unit Weight), Yield and Air Content (Gravimetric) of Concrete	ASTM C138
Temperature of Freshly Mixed Portland Cement Concrete	ASTM C1064
Sampling Freshly Mixed Concrete (3)	ASTM C172
Static Segregation of Self-Consolidating Concrete using Column	ASTM C1610
Slump Flow of Self-Consolidating Concrete	ASTM C1611
Relative Viscosity of Self-Consolidating Concrete	ASTM C1611
Visual Stability Index of Self-Consolidating Concrete	ASTM C1611
Passing Ability of Self-Consolidating Concrete by J-Ring	ASTM C1621
Rapid Assessment of Static Segregation Resistance of Self-Consolidating Concrete Using Penetration Test	ASTM C1712
Aggregate Distribution of Hardened Self-Consolidating Concrete	FM 5-617
Hardened Visual Stability Index of Self-Consolidating Concrete	AASHTO R81
Fabricating Test Specimens with Self-Consolidating Concrete	ASTM C1758
Concrete Resistivity as an Electrical Indicator of its Permeability	AASHTO T358
<p>The Department will use the same type of meter for Verification testing as used for QC testing. When using pressure type meters, use an aggregate correction factor determined by the concrete producer for each mix design to be tested. Record and certify test results for correction factors for each type of aggregate at the concrete production facility.</p> <p>Provide curing facilities that have the capacity to store all QC, Verification, and Resolution cylinders simultaneously for the initial curing. Cylinders will be delivered to the testing laboratory in their molds. The laboratory will remove the specimens from the molds and begin final curing.</p> <p>Take the test sample from the middle portion of the batch in lieu of collecting and compositing samples from two or more portions, as described in ASTM C172.</p>	

**346-6 Quality Control.**

**346-6.1 General:** Perform QC activities to ensure materials, methods, techniques, personnel, procedures and processes utilized during production meet the specified requirements. For precast/prestressed concrete operations, ensure that the QC testing is performed by the producer.

Accept the responsibility for QC inspections on all phases of work. Ensure all materials and workmanship incorporated into the project meet the requirements of the Contract Documents.

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**346-6.2 Concrete Mix Design:** Provide concrete that has been produced in accordance with a Department approved mix design, in a uniform mass free from balls and lumps.

For slump target values in excess of 6 inches, including flowing and self consolidating concrete, utilize a grate over the conveyance equipment to capture any lumps or balls that may be present in the mix. The grate must cover the entire opening of the conveyance equipment and have an opening that is a maximum of 2-1/2 inches in any one direction. Remove the lumps and balls from the grate and discard them. Discharge the concrete in a manner satisfactory to the Engineer. Perform demonstration batches to ensure complete and thorough placements in complex elements, when requested by the Engineer.

Do not place concretes of different compositions such that the plastic concretes may combine, except where the Plans require concrete with a surface resistivity value of 29 kOhm-cm or below and one with higher than 29 kOhm-cm values in a continuous placement. Produce these concretes using separate mix designs. For example, designate the mix with calcium nitrite as the original mix and the mix without calcium nitrite as the redesigned mix.

Ensure that both mixes contain the same cement, fly ash or slag, coarse and fine aggregates and admixtures. Submit both mixes for approval as separate mix designs, both meeting all requirements of this Section. Ensure that the redesigned mix exhibits plastic and hardened qualities which are additionally approved by the Engineer as suitable for placement with the original mix. The Engineer will approve the redesigned mix for commingling with the original mix and for a specific project application only. Alternately, place a construction joint at the location of the change in concretes as approved by the Engineer.

**346-6.3 Delivery Certification:** Ensure that an electronic delivery ticket is furnished with each batch of concrete before unloading at the placement site. The delivery ticket may be proprietary software or in the form of an electronic spreadsheet, but shall be printed. Ensure that the materials and quantities incorporated into the batch of concrete are printed on the delivery ticket. Include the following information on the delivery ticket:

1. Arrival time at jobsite,
2. Time that concrete mix has been completely discharged,
3. Number of revolutions upon arrival at the jobsite,
4. Total gallons of water added at the jobsite,
5. Additional mixing revolutions when water is added,
6. Total number of revolutions.

Items (3) through (6) do not apply to non-agitating concrete transporting vehicles.

Ensure the batcher responsible for production of the batch of concrete signs the delivery ticket, certifying the batch of concrete was produced in accordance with the Contract Documents.

Sign the delivery ticket certifying that the design mix maximum specified water to cementitious materials ratio was not exceeded due to any jobsite adjustments to the batch of concrete, and that the batch of concrete was delivered and placed in accordance with the Contract Documents.

**346-6.4 Plastic Property Tolerances:** Reject concrete with slump or air content that does not fall within the specified tolerances and immediately notify the concrete production facility that

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an adjustment of the concrete mixture is required. If a load does not fall within the tolerances, test each subsequent load and the first adjusted load. If failing concrete is not rejected or adjustments are not implemented, the Engineer may reject the concrete and terminate further production until the corrections are implemented.

Do not allow concrete to remain in a transporting vehicle to reduce slump. Water may be added only upon arrival of the concrete to the jobsite and not thereafter.

### **346-7 Mixing and Delivering Concrete.**

**346-7.1 General Requirements:** Operate all concrete mixers at speeds and volumes per the manufacturer's design or recommendation as stipulated on the mixer rating plate.

**346-7.2 Transit Truck Mixing:** Produce a completely uniform mixed concrete in a truck mixer for 70 to 100 revolutions at the mixing speed designated by the truck manufacturer. Prior to starting the discharge of the concrete at the jobsite, when water is added, record the added quantity and mix the concrete 30 additional drum mixing revolutions. Do not make more than two mix adjustments. Seek approval from the Engineer prior to using a central mixer and depositing the batch into a truck mixer.

**346-7.2.1 Transit Time:** Ensure compliance with Table 346-8 between the initial introduction of water into the mix and completely discharging all the concrete from the truck.

Reject concrete exceeding the maximum transit time. For critical placements, with the Engineer's approval, the transit time may be extended to the allowable mixing time shown in the mix design.

Table 346-8	
Maximum Allowable Transit Time	
Non-Agitator Trucks	Agitator Trucks
45 minutes	60 minutes
75 minutes (1)	90 minutes (1)
Note: (1) When a water-reducing and retarding admixture (Type D, Type G, or Type II) is used	

**346-7.2.2 Placement Time:** All the concrete in a load must be in its final placement position a maximum of 15 minutes after the transit time has expired unless a time extension is approved by the Engineer

**346-7.3 On-site Batching and Mixing:** Use a mixer of sufficient capacity to prevent delays that may be detrimental to the quality of the work. Ensure that the accuracy of batching equipment is in accordance with requirements of this Section.

**346-7.4 Concreting in Cold Weather:** Do not mix or place concrete when the air temperature is below 40°F. Protect the fresh concrete from freezing in accordance with Section 400. The requirements of concreting in cold weather are not applicable to precast concrete mixing and placement operations occurring in a temperature controlled environment.

**346-7.5 Concreting in Hot Weather:** Hot weather concreting is defined as the production, placing and curing of concrete when the concrete temperature at placing exceeds 85°F but is 100°F or less.

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Unless the specified hot weather concreting measures are in effect, reject concrete exceeding 85°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.

**346-7.6 Adding Water to Concrete at the Placement Site:** Water may be added at the placement site provided the addition of water does not exceed the water to cementitious materials ratio as defined by the mix design. After adding water, perform a slump test to confirm the concrete is within the slump tolerance range. If the slump is outside the tolerance range, reject the load. If an adjustment is made at the concrete production facility, perform a slump test on the next load to ensure the concrete is within the slump tolerance range. Do not place concrete represented by slump test results outside of the tolerance range. Include water missing from the water storage tanks upon arrival at the project site in the jobsite water added.

**346-7.7 Sample Location:** Obtain acceptance samples from the point of final placement. Where concrete buckets are used to discharge concrete directly to the point of final placement or into the hopper of a tremie pipe, samples will be obtained from the discharge of the bucket. When the concrete is discharged directly from the mixer into the bucket and the bucket is discharged within 20 minutes, samples may be obtained from the discharge of the mixer. Where conveyor belts, troughs, pumps, or chutes are used to transport concrete directly to the point of final placement or into the hopper of a tremie pipe, samples will be obtained from the discharge end of the entire conveyor belt, trough, pump, or chute system.

Where concrete is placed in a drilled shaft or other element using a tremie pipe and a concrete pump, samples will be obtained from the discharge of the pump line at the location of the tremie hopper.

For all other placement methods, prior to each placement, obtain Department approval for sampling at the discharge of the mixer in lieu of sampling at the point of final placement. Submit the sampling correlation procedure to the Engineer for approval prior to the placement of the concrete. Once the comparative sampling correlation is approved by the Engineer, apply this correlation to the plastic properties tolerances for samples obtained from the discharge of mixer.

Where a concrete pump is used to deposit concrete directly into a drilled shaft which is a wet excavation without the use of a tremie, or other applications as approved by the Engineer, ensure the discharge end of the pump line remains immersed in the concrete at all times after starting concrete placement.

### **346-8 Plastic Concrete Sampling and Testing.**

QC tests include air content, temperature, slump, and preparing compressive strength cylinders for testing at later dates. In addition, calculate the water to cementitious materials ratio in accordance with FM 5-501 for compliance to the approved mix design.

Ensure that each truck has a rating plate and a valid mixer identification card issued by the Department. Ensure that the revolution counter on the mixer is working properly, and calibration of the water dispenser has been performed within the last twelve months. Reject any concrete batches that are delivered in trucks that do not have mixer identification cards. Remove the mixer identification card when a truck mixer is discovered to be in noncompliance and the mixer deficiencies cannot be repaired immediately. When the mixer identification card is removed for noncompliance, make note of the deficiency or deficiencies found, and forward

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the card to the District Materials and Research Engineer who has Producer QC Plan acceptance authority.

Perform plastic concrete tests on the initial delivery from each plant of each concrete design mix each day. Ensure QC technicians meeting the requirements of Section 105 are present and performing tests throughout the placement operation. Ensure a technician is present and performing tests throughout the placement operation at each placement site. If a project has multiple concrete placements at the same time, identify the technicians in the QC Plan to ensure minimum sampling and testing frequencies are met. Ensure that the equipment used for delivery, placement and finishing meets the requirements of this Specification.

When a truck designated for QC testing arrives at the discharge site, a subsequent truck may also discharge once a representative sample has been collected from the QC truck and while awaiting the results of QC testing. Reject non-complying loads at the jobsite. Ensure that corrections are made on subsequent loads. Immediately cease concrete discharge of all trucks if the QC truck has failing test. Perform plastic properties tests of concrete on all trucks prior to the first corrected truck and the corrected truck. When more than one truck is discharging into a pump simultaneously, only the truck designated for QC testing may discharge into the pump to obtain a representative sample of concrete from the QC truck only.

Furnish sufficient concrete of each design mix as required by the Engineer for verification (VT) testing. When the Engineer's VT test results do not compare with the QC plastic properties test results, within the limits defined by the Independent Assurance (IA) checklist comparison criteria, located in Materials Manual Chapter 5, disposition of the concrete will be at the option of the Contractor.

On concrete placements consisting of only one load of concrete, perform initial sampling and testing in accordance with this Section. The acceptance sample and plastic properties tests may be taken from the initial portion of the load.

If any of the QC plastic properties tests fail, reject the remainder of that load, and any other loads that have begun discharging, terminate the LOT and notify the Engineer. Make cylinders representing that LOT from the same sample of concrete.

Following termination of a LOT, obtain samples from a new load, and perform plastic properties tests until the water to cementitious materials ratio, air content, temperature and slump comply with the Specification requirements. Initiate a new LOT once the testing indicates compliance with Specification requirements.

Suspend production when any five loads in two days of production of the same design mix are outside the specified tolerances. Increase the frequency of QC testing to one per load to bring the concrete within allowable tolerances. After production resumes, obtain the Engineer's approval before returning to the normal frequency of QC testing.

If concrete placement stops for more than 90 minutes, perform initial plastic properties testing on the next batch and continue the LOT. Cylinders cast for that LOT will represent the entire LOT.

When the Department performs Independent Verification (IV), the Contractor may perform the same tests on the concrete at the same time. The Department will compare results based on the Independent Assurance (IA) Checklist tolerances.

### **346-9 Acceptance Sampling and Testing.**

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**346-9.1 General:** Perform plastic properties tests in accordance with 346-8 and cast a set of three QC cylinders, for all structural concrete incorporated into the project. Take these acceptance samples randomly as determined by a random number generator acceptable to the Department. The Department will independently perform VT plastic properties tests and cast a set of VT cylinders. The VT cylinders will be the same size cylinder selected by the Contractor, from a separate sample from the same load of concrete as the Contractor’s QC sample.

For each set of QC cylinders verified by the Department, cast two additional cylinders from the same sample, and identify them as the quality control resolution (QR) test cylinders. The Department will also cast two additional verification resolution (VR) test cylinders from each VT sample. All cylinders will be clearly identified as outlined in the Sample/Lot Numbering System instructions located on the State Materials Office website.

Deliver the QC samples, including the QR cylinders to the final curing facility in accordance with ASTM C31. Concurrently, the Department will deliver the VT samples, including the VR cylinders, to their final curing facility.

Test the QC laboratory cured samples for compressive strength at the age of 28 days, in a laboratory meeting and maintaining at all times the qualification requirements listed in Section 105.

The QC testing laboratory will input the compressive strength test results into the Department’s Materials Acceptance and Certification (MAC) system within 24 hours. When the QC testing laboratory cannot input the compressive strength test results into MAC within 24 hours, the QC testing laboratory will notify the VT testing laboratory within 24 hours of testing the cylinder and provide the VT testing laboratory the compressive strength test results. Ensure the compressive strength results are input into MAC within 72 hours of determining the compressive strength of the cylinders.

The Department will compare the VT sample compressive strength test results with the corresponding QC sample test results.

**346-9.2 Sampling Frequency:** As a minimum, sample and test concrete of each mix design for water to cementitious materials ratio, air content, temperature, slump and compressive strength once per LOT as defined by Table 346-9. The Engineer will randomly verify one of every four consecutive LOTs of each mix design based on a random number generator. The Department may perform Independent Verification (IV) testing to verify compliance with specification requirements. All QC activities, calculations, and inspections will be randomly confirmed by the Department.

Table 346-9 Sampling Frequency	
Class Concrete(1)	LOT Size
I	one day’s production
I (Pavement)	2,000 square yards, or one day’s production, whichever is less
II, II (Bridge Deck), III, IV, V (Special), V, VI, VII	50 cubic yards, or one day’s production, whichever is less



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IV (Drilled Shaft)	50 cubic yards, or one day’s production, whichever is less(2)
III (Seal)	Each Seal placement
For any class of concrete used for roadway concrete barrier, the lot size is defined as 100 cubic yards, or one day’s production, whichever is less.	

**346-9.2.1 Reduced Frequency for Acceptance Tests:** The LOT size may represent 100 cubic yards when produced with the same mix design at the same concrete production facility for the same prime Contractor and subcontractor on a given Contract. As an exception, the requirements for the precast/prestressed production facility will only include the same mix design at the same concrete production facility.

Submit strength test results indicating that the two following criteria are met:

1. The average of the acceptance compressive strengths is equal to  
 or greater than the specified minimum compressive strength ( $f_c'$ ) plus 2.33 standard deviations minus:
  - a. 500 psi, if  $f_c'$  is 5,000 psi or less.
  - b.  $0.10 f_c'$ , if  $f_c'$  is greater than 5,000 psi.
2. Every average of three consecutive strength test equals or exceeds the  $f_c'$  plus 1.34 standard deviations.

Base calculations on a minimum of ten consecutive strength test results for a Class IV or higher; or a minimum of five consecutive strength results for a Class III or lower.

The average of the consecutive compressive strength test results, based on the class of concrete, can be established using historical data from a previous Department project. The tests from the previous Department project must be within the last calendar year or may also be established by a succession of samples on the current project. Only one sample can be taken from each LOT. Test data must be from a laboratory meeting the requirements of Section 105. Obtain Department approval before beginning reduced frequency LOTs.

If at any time a strength test is not verified or the average strength of the previous ten or five consecutive samples based on the class of concrete from the same mix design and the same production facility does not conform to the above conditions, return to the frequency represented by the LOT as defined in Table 346-9. Notify the Engineer that the initial frequency is reinstated. In order to reinitiate reduced frequency, submit a new set of strength test results.

**346-9.3 Strength Test Definition:** The strength test of a LOT is defined as the average of the compressive strengths tests of three cylinders cast from the same sample of concrete from the LOT.

**346-9.4 Acceptance of Concrete:** The Engineer will accept the concrete of a given LOT when it meets the minimum specified compressive strength requirement of Table 346-3. Ensure that the hardened concrete strength test results are obtained in accordance with 346-9.3.

The process of concrete compressive strength acceptance consists of the following Steps:

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1. Verification of QC and VT data.
2. Resolution of QR and VR data.
3. Structural Adequacy determination.

Do not discard a cylinder strength test result based on low strength (strength below the specified minimum strength as per the provisions of this Section).

When one of the three QC cylinders from a LOT is lost, missing, damaged or destroyed, determination of compressive strength will be made by averaging the remaining two cylinders. If more than one QC cylinder from a LOT is lost, missing, damaged or destroyed, the Contractor will core the structure at no additional expense to the Department to determine the compressive strength. Acceptance of LOT may be based on VT data at the discretion of the Engineer. Obtain the approval of the Engineer to core, and of the core location prior to coring. For each QC and each QR cylinder that is lost, missing, damaged or destroyed, payment for that LOT will be reduced by \$750.00 per 1,000 psi of the specified design strength [Example: loss of two Class IV (Drill Shaft) QC cylinders that has no VT data will require the element to be cored and a pay reduction will be assessed (4,000 psi / 1,000 psi) x \$750 x 2 = \$6,000]. This reduction will be in addition to any pay adjustment for low strength.

**346-9.5 Verification:** The results of properly conducted test by QC and VT laboratories on specimens prepared from the same sample of concrete are not to differ by more than 14%.

$$\text{Difference (\%)} = \text{ABS} \left( \frac{\text{QC}-\text{VT}}{\text{QC}} \right) 100$$

Where:

Difference (%) is the absolute percentage difference between QC and Verification Test.

The procedure consists of verifying if the QC and Verification Test compressive strengths data meet the established comparison criteria:

1. When the difference between the average compressive strength of QC and the average compressive strength of Verification Test is less than or equal to 14%, the QC test results are verified, the Engineer will accept the concrete based on QC test results. The Engineer will accept at full pay only LOTs of concrete represented by plastic property results which meet the requirements of the approved mix design and strength test results which equal or exceed the respective specified minimum strength.
2. When the difference between the average compressive strength of QC and the average compressive strength of Verification Test data exceeds 14%, the QC data is not verified and the Engineer will initiate the resolution procedure. The resolution procedure will be used to accept or reject the concrete. Maintain the VR cylinders until the verification of the compressive strength test results, but no more than one month after the age of the specified strength test.

**346-9.6 Resolution Procedure:** The resolution procedure may consist of, but need not be limited to, a review of sampling and testing of fresh concrete, calculation of water to cementitious materials ratio, handling of cylinders, curing procedures and compressive strength testing.

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Compare the VT sample results with the VR cylinders results. Compare the QC sample results with the QR cylinders results. Comparison results must not be greater than 17.5%. Core samples of the hardened concrete may be required. The Engineer will correlate the 28-day strength (VR<sub>28</sub> and QR<sub>28</sub>) for the VR and QR cylinders.

$$V_D (\%) = \text{ABS} \left( \frac{VT - VR_{28}}{VT} \right) 100$$

$$Q_D (\%) = \text{ABS} \left( \frac{QC - QR_{28}}{QC} \right) 100$$

Where:

VD (%) is the absolute percentage difference between VT and VR<sub>28</sub>.

QD (%) is the absolute percentage difference between QC and QR<sub>28</sub>.

The resolution procedure will use the above equations. The Engineer will determine through the resolution procedure whether the QC strength test results or the VT strength test are deemed to be the most accurate, LOTS will then be considered to be verified. When the Engineer cannot determine which strength test results are the most accurate, the concrete represented by the four consecutive LOTS will be evaluated based on the QC data. The Engineer will inform the QC and VT laboratories within three calendar days of the acceptance compressive strength test to transport their QR and VR cylinders to the resolution laboratory. The QC and VT laboratories will transport their own hold cylinders to the resolution testing laboratory within three calendar days after the Engineer notifies the Contractor that a resolution procedure is required. In addition, the Engineer will ensure that the QR and VR cylinders are tested within 14 calendar days of the acceptance strength tests. The Engineer will determine the most accurate strength test result to represent the four or fewer consecutive LOTS as follows:

1. When both results meet the established comparison criteria, both are deemed accurate and the QC strength will represent the LOTS. The Department will pay for cost of the resolution testing.
2. When only the QC result is within the established comparison criteria, the QC strength is deemed as most accurate and will represent the LOTS. The Department will pay for the cost of the resolution testing.
3. When only the VT result is within the established comparison criteria, the VT strength is deemed as most accurate and will represent the LOTS. The Department will assess a \$1,000 pay reduction for the cost of the Resolution Investigation.
4. When both results are outside the established comparison criteria, the Engineer, with input from the District Materials Office, will determine if any Department IA evaluations are required and which test results are most accurate. The Department will pay for the cost of the resolution testing.

The results of the resolution procedure will be forwarded to the Contractor within five working days after completion of the investigation.

**346-9.7 Small Quantities of Concrete:** When a project has a total plan quantity of less than 50 cubic yards, that concrete will be accepted based on the satisfactory compressive strength of the QC cylinders. Submit certification to the Engineer that the concrete was batched and placed

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in accordance with the Contract Documents. Submit a QC Plan for the concrete placement operation in accordance with Section 105. In addition, the Engineer may conduct IV testing as identified in 346-9. Evaluate the concrete in accordance with 346-10 at the discretion of the Engineer.

### **346-10 Investigation of Low Strength Concrete and Structural Adequacy.**

**346-10.1 General:** The following applies for concrete that does not meet the minimum specified compressive strength of Table 346-3.

For standard molded and cured strength cylinders, the compressive strength of concrete is satisfactory provided that the two following criteria are met:

1. The average compressive strength does not fall below the specified minimum compressive strength by more than:
  - a. 500 psi if the specified minimum compressive strength is equal to or less than 5,000 psi.
  - b. 10% of the specified minimum compressive strength if the specified minimum compressive strength is greater than 5,000 psi.
2. The average compressive strength with the previous two LOTs is equal to or exceeds the specified minimum compressive strength. This condition only applies if there are two or more previous LOTs to calculate the average.

The Engineer will consider the concrete for a given LOT as structurally adequate and coring will not be allowed when a concrete compressive strength test result falls below the specified minimum strength but has met the above conditions.

When a concrete compressive strength test result falls below the specified minimum strength, and does not meet the above conditions, perform one of the following options:

1. Submit an Engineering Analysis Scope in accordance with 6-4 to establish structural and durability adequacy. When the scope is approved by the Engineer, submit an Engineering Analysis Report (EAR) in accordance with 6-4 that includes a full structural analysis. If the results of the structural analysis indicate adequate strength to serve its intended purpose with adequate durability, and is approved by the Engineer, the Contractor may leave the concrete in place subject to the requirements of 346-11, otherwise, remove and replace the LOT of concrete in question at no additional expense to the Department.
2. At the Engineer's discretion, obtain drilled core samples as specified in this Section to determine the in-place strength of the LOT of concrete in question, at no additional expense to the Department. The Engineer will determine whether to allow coring of the in-place concrete or require an engineering analysis based on the compressive strength of the test cylinders.

**346-10.2 Coring for Determination of Structural Adequacy:** Core strength test results obtained from the structure will be accepted by both the Contractor and the Department as the in-place strength of the LOT of concrete in question. The core strength test results will be used in lieu of the cylinder strength test results for determination of structural adequacy. The Department will calculate the strength value to be the average of the compressive strengths of the three individual cores. This will be accepted as the actual measured value.

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Obtain the Engineer's written approval before taking any concrete core sample. Notify the Engineer 48 hours prior to taking core samples. Obtain and test the cores in accordance with ASTM C42. Report the test results to the Engineer within seven calendar days of the Engineer's written approval. The Engineer will select the size and location of the drilled cores so that the structure is not impaired and does not sustain permanent damage after repairing the core holes. Sample three undamaged cores taken from the same approximate location where the questionable concrete is represented by the low strength concrete test cylinders. Repair core holes after samples are taken with a product in compliance with Section 930 or 934 and meeting the approval of the Engineer.

The Engineer with input from the District Materials Office, will consider the concrete as structurally adequate, in area represented by core tests at the actual test age, if the average compressive strength of cores does not fall below the specified minimum compressive strength by more than:

- a. 500 psi when the specified minimum compressive strength is equal to or

less than 5,000 psi.

- b. 10% of the specified minimum compressive strength when the specified

minimum compressive strength is greater than 5,000 psi.

The Engineer may also require the Contractor to perform additional testing as necessary to determine structural adequacy of the concrete.

### **346-11 Pay Adjustments for Low Compressive Strength Concrete.**

**346-11.1 General:** For any LOT of concrete failing to meet the specified minimum strength as defined in 346-3, 346-9, 346-10 and satisfactorily meeting all other requirements of the Contract Documents, including structural adequacy, the Engineer will individually reduce the price of each low strength LOT in accordance with this Section.

**346-11.2 Basis for Pay Adjustments:** The Engineer will determine payment reductions based on the 28 day compressive strength, represented by either acceptance compressive strength or correlated cores strength test results based on the following criteria:

1. When the acceptance compressive strength test result falls below the specified minimum compressive strength, but no more than the limits established in 346-10.1 below the specified minimum strength, do not core hardened concrete for determining pay adjustments. Use the acceptance compressive strength test results.
2. When the acceptance compressive strength test result falls below the specified minimum compressive strength by more than the limits established in 346-10.1, the structure may be cored for determination of structural adequacy as directed by the Engineer. Use the result of the 28 day correlated core compressive strength or the acceptance compressive strength test, whichever is less.

A price adjustment will be applied to the certified invoice price the Contractor paid for the concrete or the precast product.

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The Engineer will relate the strength at the actual test age to the 28 day strength for the design mix represented by the cores using appropriate strength time correlation equations.

In precast concrete operations, excluding prestressed concrete, ensure that the producer submits acceptable core sample test results to the Engineer. The producer may elect to use the products in accordance with this Section. Otherwise, replace the concrete in question at no additional cost to the Department. For prestressed concrete, core sample testing is not allowed for pay adjustment. The results of the cylinder strength tests will be used to determine material acceptance and pay adjustment.

**346-11.3 Calculating Pay Adjustments:** The Engineer will determine payment reductions for low strength concrete accepted by the Department. The 28-day strength is represented by either cylinders or correlated cores strength test results in accordance with 346- 11.2.

Reduction in Pay is equal to the reduction in percentage of concrete compressive strength below the specified minimum strength:

$$\text{Reduction in Pay (\%)} = \left( \frac{f'_c - 28 \text{ day Strength}}{f'_c} \right) 100$$

For the elements that payments are based on the per foot basis, the Engineer will adjust the price reduction from cubic yards basis to per foot basis, determine the total linear feet of the elements that are affected by low strength concrete samples and apply the adjusted price reduction accordingly.

### **346-12 Pay Reduction for Plastic Properties.**

A rejected load in accordance with 346-6.4 is defined as the entire quantity of concrete contained within a single ready mix truck or other single delivery vehicle regardless of what percentage of the load was placed. If concrete fails a plastic properties test and is thereby a rejected load but its placement continues after completion of a plastic properties test having a failing result, payment for the concrete will be reduced.

The pay reduction for cast-in-place concrete will be twice the certified invoice price per cubic yard of the quantity of concrete in the rejected load.

The pay reduction for placing a rejected load of concrete into a precast product will be applied to that percentage of the precast product that is composed of the concrete in the rejected load.

The percentage will be converted to a reduction factor which is a numerical value greater than zero but not greater than one. The precast product payment reduction will be twice the Contractor's billed price from the producer for the precast product multiplied by the reduction factor.

If the Engineer authorizes placement of the concrete, even though plastic properties require rejection, there will be no pay reduction based on plastic properties failures; however, any other pay reductions will apply.

**SECTION 425 - STORMWATER INLETS, MANHOLES  
AND JUNCTION BOXES**

W-425.01 General

The work specified in this section consists of the construction of inlets, manholes, junction boxes, shoulder gutter inlets, and yard drains. These structures shall be of reinforced concrete, or may be of brick masonry if circular and constructed in place, and shall include the necessary metal frames and gratings. The work under this section shall also include the adjustment of those structures shown in the plans to be adjusted or which are required to be adjusted for the satisfactory completion of the work. The new structures shall be constructed in conformity with the plans and in accordance with these specifications.

W-425.02 Composition and Proportioning

**Concrete:** Unless otherwise shown in the plans, all concrete for these structures shall be Class II as specified in Section 345.

**Mortar:** The mortar for brick masonry shall be of portland cement and sand, mixed in the proportions of one part cement to two parts of sand. Miami Oolitic rock screenings may be substituted for the sand upon prior approval of the Engineer. All the materials shall pass the No. 8 Sieve, and be uniformly graded from coarse to fine. At the option of the Contractor, hydrated lime, in an amount not to exceed ten percent of the amount of cement used, may be added to the mortar.

As an alternate to the above, masonry cement may be used in lieu of the above-specified mortar provided that it is delivered in packages properly identified by brand name of manufacturer, net weight of package, and whether it is Type 1 or Type 2, and further provided that it has not been in storage for a period greater than six months. Hydrated lime shall not be used with masonry cement.

The sand and cement shall be thoroughly mixed dry in proper boxes or mortar mixers and such quantity of clean fresh water added as will provide a stiff mortar of the proper consistency. The whole mass shall be thoroughly mixed until used. Any mortar that has set shall not be retempered in any way, and no mortar shall be used more than one and one-half (1-1/2) hours after mixing.

W-425.03 Gratings

Gratings and frames fabricated from structural steel shall be galvanized in accordance with the requirements of ASTM A123 or shall be painted with two coats of prime meeting the requirements of Section 971-8 of the Standard F.D.O.T. Specifications for Road and Bridge Construction, followed by one coat of material meeting the requirements of Federal Specification TT-E-489, Class A Black. All paint may be applied in the shop, by dipping, provided that each coat is thoroughly dry before the succeeding coat is applied. These requirements do not apply when A-588 steel is used.

When Alternate "G" grates are specified, the chain, bolt, nuts, and cold shuts shall be

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galvanized after fabrication in accordance with the requirements of ASTM A 123.

### W-425.04 Forms

Forms shall be of wood or metal, so designed and constructed that they may be removed without injury to the concrete. They shall be built true to line and grade and braced in a substantial and unyielding manner, and shall be approved by the Engineer before being filled with concrete.

### W-425.05 Precast Inlets, Manholes, and Junction Boxes

Careful attention shall be given to the proper construction or reconstruction of the pavement adjacent to the gutters and at street intersections to obtain satisfactory drainage to the inlets from the intersecting streets.

The Contractor may request to substitute precast inlets, manholes, and junction boxes in lieu of cast-in-place units unless otherwise shown in the plans or directed by the Engineer. At locations not so restricted, the Contractor shall carefully examine the plan details at each structure to determine if use of a precast unit is feasible. The design and fabrication of precast units shall be in accordance with the standard index drawings, which may allow use of designs other than those detailed in the standard index drawings.

Smooth welded wire fabric may be substituted for deformed re-bar or welded deformed wire reinforcement in non-circular precast drainage structures provided the following requirements are met:

1. The smooth welded wire fabric shall comply with ASTM A-185.
2. Substitution of equal areas of smooth wire fabric for the reinforcing steel and provided the width and length of the unit is four times the width of the spacing of the cross wires.
3. Wire shall be continuous around the box and spliced at a quarter point of one side with an overlap of not less than the spacing of the cross wires plus two inches.

### W-425.06 Construction Methods

**Excavation:** Excavation shall comply with the requirements specified in Section 1.

**Placing and Curing Concrete:** The concrete shall be placed in the forms, to the depth shown in the plans and thoroughly vibrated. After the concrete has hardened sufficiently, it shall be covered with suitable material approved by the Engineer, and kept moist for a period of three days.

**Setting Manhole Castings:** After the concrete has been cured as specified above, the frame of the casting shall be set in a full mortar bed composed of one part portland cement to two parts of fine aggregate.

**Reinforcing Steel:** The construction methods for the steel reinforcement shall be as specified in Section 6.



**Laying Brick:** All brick shall be saturated with water before being laid. The brick shall be laid by the shovejoint method so as to bond them thoroughly into the mortar. Headers and stretchers shall be so arranged as to bond the mass thoroughly. Joints shall be finished properly as the work progresses and shall be not less than 1/4 inch or more than 3/4 inch in thickness. No spalls or bats shall be used except for shaping around irregular openings or when unavoidable at corners.

The inside of the brick masonry walls shall be plastered uniformly with cement mortar one-half (1/2) inch in thickness mixed in proportions of one part of cement and two parts of clean, sharp sand.

**Placing Pipe:** Inlet and outlet pipes shall be of the same size and kind as the connecting pipe shown in the plans. They shall extend through the walls for a distance beyond the outside surface sufficient for the intended connections, and the concrete shall be constructed around them neatly so as to prevent leakage along their outer surface. The inlet and outlet pipes shall be flush with the inside of the wall.

**Backfilling:** Backfilling shall conform with the requirements specified in Section 2.

**Adjusting Existing Structures:** Existing manholes, catch basins, inlets, valve boxes, monument boxes, etc., within the limits of the proposed work, that do not conform to the finished grade of the proposed pavement, or to the finished grade designated on the plans for such structures, shall be cut down or extended, and made to conform to the grade of the new pavement, or to the designated grade of the structure if outside of the proposed pavement area. The materials and construction methods for this work shall conform to the requirements specified above.

Where manholes are to be raised, the adjustment may, at the Contractor's option, be made by the use of adjustable extension rings of the type which do not require the removal of the existing manhole frame. The extension device shall provide positive locking action and shall permit adjustment in height as well as diameter. The particular type of device used shall meet the approval of the Engineer.

**Adjusting Structures:** When an item of payment for adjusting manholes, valve boxes, inlets, or monument boxes is provided in the proposal, the number of such structures designated to be paid for under separate items, and which are satisfactorily adjusted, shall be paid for at the contract units prices each for Adjusting Inlets, Adjusting Manholes, Adjusting Valve Boxes, and Adjusting Monument Boxes.

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

#### W-425.07 Drainage Structures

1. All inlets, manholes, and junction boxes shall, unless otherwise directed by the Engineer, be constructed as per design plans and applicable design standards. All manholes shall be Traffic Bearing type. It shall be the responsibility of the Contractor to assure that the designated sizes of the drainage structures meet the following criteria:

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- a. The minimum distance from the top of the opening for the highest pipe to the bottom of the top slab shall be ten inches (10"); 12 inches from top of pipe to bottom of top slab, before "stack" is used.
  - b. The minimum diameter for stack heights shall be thirty-six (36) inches.
  - c. The minimum distance between pipe openings shall be nine (9) inches.
  - d. For four-sided structures having openings in more than one corner, individual shop drawings must be submitted for prior approval.
2. If warranted by field conditions and directed by the Engineer, the Contractor shall, at such locations, construct brick drainage structures (in place of concrete drainage structures), according to the standards specified below:
- Brick construction shall be as follows:
- a. Wall thickness minimum eight inches (8") up to eight feet (8') height, unless specified otherwise.
  - b. Wall thickness minimum twelve inches (12") up to twelve feet (12') height, unless specified otherwise.
  - c. Brick shall be laid in 1:2 (Portland cement-sand) mortar.
  - d. Before laying the bricks in mortar, the bricks shall be thoroughly sprinkled with clean water (not to saturation extent).
  - e. Brick for manhole and inlet structures shall be laid in stretcher courses, with every sixth course a header course.
  - f. All brick structures shall be plastered smooth inside also with 1/2-inch thick, 1:2 (Portland cement-sand) mortar.
  - g. No "unsound" brick shall be used. As a test, if a light hammer blow, with the brick held lightly in hand, does not produce a uniform crisp ringing sound, the brick shall be construed to have crack(s), or otherwise unsound and shall be rejected.
  - h. All bricks shall be solid.
3. No additional compensation shall be paid for brick structures. Brick and concrete shall not be used simultaneously in drainage structure walls. Walls of round structures shall be constructed of concrete only.
4. For all types of manholes, the top and bottom slab shall be as per applicable D.O.T. standards, even if brick is allowed to be used in the manhole walls. The following criteria shall apply to slab thicknesses and steel reinforcements:

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- a. Top and bottom slabs shall have same thicknesses and reinforcements in any manhole structure.
  - b. The minimum slab thickness and reinforcement shall be 8 inches thick and #6 bars at 6-inch centers both ways.
  - c. 4-foot by 6-foot (4' x 6') or larger manholes, including circular manholes with inside diameter of 5-feet (5.0') or larger, shall have 10-inch thick slabs with #7 bars at 6- inch centers both ways.
  - d. Unless specified on the Plans, four-sided structures with both inside dimensions in excess of eight feet (8.0') and circular structures with inside diameter in excess of eight feet (8.0') shall not be covered by D.O.T. and the above criteria.
5. All grate inlets shall conform to the City of Tampa design standards.
  6. Grates on inlets, as well as all other structures, shall be Traffic Bearing Type, unless specified otherwise, and subject to approval of the Engineer. All grate inlets shall be fitted with an approved metal frame at the top to seat the grates.
  7. All Type-P manholes shall be bid at one average unit price regardless of size and shape. Similarly, all Type-J manholes will be bid at one average unit price regardless of size and shape unless indicated otherwise in the proposal.
  8. The reinforcements and shapes for all drainage structures, unless directed by the Engineer otherwise, shall conform to the Plans and applicable design standards.
  9. Vertical support columns (one in case of Type 5 inlet) shall be constructed by the Contractor, as a part of the D.O.T. Type 5 and 6 curb inlets, where and as directed by the Engineer.
  10. The Contractor, if so directed by the Engineer in order to better meet site requirements, shall construct B-S-1, B-R-2, B-V-1, or B-R-1 type curb inlets in lieu D.O.T. Type 5 and 6 inlets and vice-versa without additional cost to the City. P-5 and P-6 inlets shall have 3-1/2-foot by 3-1/2-foot substructures unless oversize pipe is to be accommodated or otherwise directed by the Engineer. Legible, detailed plans of each inlet type shall be provided to the Contractor.  
  
Side openings in curb and grate type inlets may be specified in the Plans or by the Construction Engineer to meet site conditions. The Contractor shall provide such openings without any additional cost.
  11. When precast drainage structures are requested as substitutions for poured in

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place concrete structures, the Contractor shall meet the following additional requirements:

- a. Minimum height of the base structure (manhole or inlet barrel), unless restricted by design, shall be 5 feet 0 inches before extending the structure height by another precast "barrel." The minimum height of the top (extension) precast "barrel" shall be 1 foot 6 inches. "Barrel" extensions of less than 1-foot 6-inch height shall be cast in place with continuous reinforcement.
- b. Four-sided structures may be considered as an alternate to circular structures, but not the reverse.
- c. For substructures for the City-type curb inlets, unless specified otherwise, directed by the Engineer, or to accommodate larger pipes, the Contractor may use a 3-foot by 4-foot (inside dimensions) structure. This structure shall have same slab and wall thicknesses and steel reinforcing as specified for "Type E" grate inlet.
- d. When circular structures are precast in accordance with ASTM C-478, minimum wall thickness shall be six inches (6") thick or as specified in ASTM C-478 for larger diameter structures.
- e. The location of the pipe holes and adequate basic substructures height, unless directed otherwise by the Engineer, shall be the responsibility of the Contractor.
- f. The Contractor shall submit shop drawings only as specified below:
  - (1) One each-typical for different type of structures.
  - (2) For structures directed by the Engineer, and/or requiring change with respect to design plans, or as otherwise required by these specifications.
- g. Provide schedule of manufacture of the structures. No compensation shall be paid to the Contractor for unusable precast drainage structures.
- h. Provide material testing acceptance reports by a licensed private laboratory verifying:
  - (1) that the structures were constructed in accordance with details shown on the Plans and/or Shop Drawings;
  - (2) the exact design criteria adhered to; if more than one, identify which criteria applies to which structures;

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- (3) the project title, project number, file number, date cast, structure, plan sheet number and station;
    - (4) reinforcement size, spacing and amount;
    - (5) concrete placement, curing and strength, and verification of concrete cover on reinforcement; and
    - (6) that the testing laboratory stamp is placed on each structure prior to shipment.
  - i. Cooperate with Department personnel regarding periodic inspection of the precast units and the precast operations.
12. All manhole and inlet structures shall be set on a minimum 6-inch thick layer of compacted number 57 size coarse aggregate unless noted otherwise in the Plans or Specifications, or unless the Engineer determines a thicker layer is required due to soil and/or water conditions. All such coarse aggregate shall be completely enveloped in non-woven filter fabric as directed by the Engineer.
- Payment for the 6-inch thick layer of stone shall be included in the price of the structure. Payment for thicker layers of stone shall be made from the select bedding material (stone) pay item, if available, or as extra work.
13. All casting covers, such as for inlets and manholes, shall bear the appropriate City of Tampa identification for storm sewers and for sanitary sewers, as shown on the Plans and directed by the Engineer.

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### SECTION 430 - PIPE CULVERTS AND STORM SEWERS

#### W-430.01 General

The work specified in this section consists of furnishing drainage pipe and mitered end sections, conforming to these specifications and of the particular types, sizes, and dimensions shown in the plans. This work shall include the installation of the pipe and mitered end sections at the locations called for, in conformity with the lines and grades given, and the furnishing and construction of such joints and connections to existing pipes, catch basins, inlets, manholes, walls, etc., as may be required to complete the work as indicated in the plans.

#### W-430.02 Laying Pipe

**General:** Each section of pipe shall be inspected for defects before being lowered into the trench. All pipe shall be carefully laid, true to the lines and grades given, with hubs upgrade and tongue end fully entered into the hub. When pipe with quadrant reinforcement, or circular pipe with elliptical reinforcement, is used, the pipe shall be installed in a position such that the manufacturer's marks designating "top" and "bottom" of the pipe shall not be more than five degrees from the vertical plane through the longitudinal axis of the pipe. Any pipe that is not in true alignment or which shows any settlement after laying shall be taken up and relaid without additional compensation.

**Trench Excavation:** The excavation of the trench for pipe culverts and storm sewers shall be as specified in Section 1.

**Foundation:** Where the foundation material is of inadequate supporting value, a suitable foundation shall be provided, as directed by the Engineer, by the removal of unsuitable material and replacing with suitable material as specified in Section 2. Where in the Engineer's opinion, the removal and replacement of unsuitable material is not practicable, he may direct alternates in the design of the pipeline, as required to provide adequate support. Should such alteration in the design result in an increase in the costs of the installation, an appropriate adjustment will not be considered as an adequate basis for extra compensation.

Pipe shall not be laid on blocks or timbers, or on other unyielding material, except where the use of such devices is called for in the plans.

**Backfilling:** The backfilling around the pipe shall be as specified in Section 2.

**Plugging Pipe:** When so shown in the plans, the ends of the pipe culverts shall be sealed with a masonry plug a minimum of eight (8) inches in thickness unless otherwise shown in the plans.

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**End Treatment:** The end treatment required at each cross drain, side drain, or storm sewer pipe end is shown in the plans. Alternate types are permitted only when shown. Details for each type of end treatment are contained in the standard index drawings.

As an exception to the above, when concrete mitered end sections are permitted, reinforced concrete U-endwalls may be used but shop drawings must be submitted to the Engineer for approval prior to use.

**Metal pipe Protection:** To protect corrugated steel or aluminum pipe embedded in a concrete structure, such as an inlet, manhole, junction box, endwall, or concrete jacket, a bituminous coating shall be applied to the surface area of the pipe within and 12 inches beyond the concrete or mortar seal prior to sealing.

The surface preparation, application methods (dry film thickness and conditions during application), and equipment used shall be in accordance with the coating manufacturer's published specifications.

All coating products used must be approved by the Bureau of Materials and Research, Florida Department of Transportation, Gainesville, Florida.

The cost of furnishing and applying the bituminous material shall be included in the contract unit price for new pipe.

### W-430.03 Removing and Relaying Existing Pipe

**Removal:** If the plans indicate that existing pipe is to remain the property of the City, all existing pipe or pipe arch so indicated in the plans to be removed or that does not conform to the lines and grades of the proposed work and that is not to be relaid, shall be taken up and stacked neatly along the right of way, as directed by the Engineer. Due care shall be exercised to prevent damage to salvageable pipe during removal and stacking operations.

**Relaying:** Where so shown in the plans, existing culvert pipe shall be taken up and cleaned and shall be relaid in the same manner as specified for new culvert pipe. Where necessary, existing metal pipe or pipe arch shall be straightened before it is relaid.

### W-430.04 Placing Pipe Under Railroad

**General:** Pipe culverts to be constructed under railroad tracks shall be constructed in accordance with the requirements of the railroad company.

Unless the specific provisions specifically stipulate that the work of shoring under the tracks, and sheeting and bracing of the trench, is to be done by the railroad company, all such work required by the railroad company or deemed necessary by the Engineer in order to assure safe and uninterrupted movement of the railroad equipment, shall be done by the Contractor at his expense.

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**Requirements of the Railroad Company:** The method of installation shall be as required by the railroad company as specified in the specific provisions.

When the general method of installation which the railroad company will require is indicated in the plans, such method and any other specific details of the installation which might be indicated in the plans, shall not be changed without written approval of the Engineer, after the approval (or the direction) for such change has been obtained from the railroad.

**Notification to Railroad Company;** The Contractor shall notify the railroad company of the date on which he expects to begin the work of placing pipe under the railroad tracks at least ten days prior to such date.

**Placing Pipe by Jacking:** When the placing of the pipe through the railroad embankment is done by the jacking method, the details of the jacking method to be used must be approved by the Engineer and the railroad company before the work is started.

**Use of Tunnel Liner:** When the railroad company requires that a tunnel liner be used for placing the pipe in lieu of the jacking method, separate payment for the tunnel liner material will be made only in cases where the plans or specifications do not specifically provide that a tunnel liner will be required; in which cases the City will reimburse the Contractor for the actual cost of the liner, delivered at the site. Such cost shall be based on a liner having the minimum gauge acceptable to the railroad.

### W-430.05 Specific Requirements for Concrete Pipe

#### Sealing Joints:

- (1) Round Concrete Pipe Other than Side Drain: For all round concrete pipe other than side drain pipe, the pipe joints shall be sealed by the use of round rubber gaskets. When rubber gaskets are used, the pipe joints shall meet the requirements specified in Section W-941.05. The gasket and the surface of the pipe joint, including the gasket recess, shall be clean and free from grit, dirt, and other foreign matter at the time the joints are made. In order to facilitate closure of the joint, application of an approved vegetable soap lubricant immediately prior to closing of the joint will be permitted.
- (2) Side Drain Pipe: For all concrete pipe which does not have rubber-gasket joints, the joints shall be thoroughly wetted before the inside mortar is placed; and before succeeding sections of the pipe are laid, the lower half of the joint portion of the pipe in place shall be filled on the inside with cement mortar and the upper half of the tongue portion of the next joint wiped with cement mortar, both in sufficient thickness to bring the inner surface of the abutting pipe flush and even, when the pipe is laid. After the pipe is laid, the inside of the joint shall be wiped and finished smooth and a mortar bead not less than 3/4 inch thick shall be formed completely around the outside of the joint.



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**Laying Requirements for Concrete Pipe with Rubber Gasket Joints:** For concrete pipe laid with rubber gasket joints, any deviation from true alignment or grade which would result in a displacement from the normal position of the gasket of as much as 1/4 inch, or which would produce a gap exceeding 1/2 inch between sections of pipe for more than 1/3 of the circumference of the inside of the pipe, will not be acceptable and where such occurs the pipe shall be relaid without additional compensation. Where minor imperfections in the manufacture of the pipe cause a gap greater than 1/2 inch between pipe sections, the joint will be acceptable provided the gap does not extend more than 1/3 the circumference of the inside of the pipe. No mortar, joint compound, or other filler which would tend to restrict the flexibility of the gasket joint shall be applied to the gap.

**Field Joints for Elliptical Concrete Pipe:** Field joints for elliptical concrete pipe will be detailed in the plans or may be made with a preformed plastic gasket material. Pipe to be laid with joints made from preformed plastic material shall be subject to the following requirements:

- (1) General: Installation shall be in accordance with the manufacturer's instructions and these specifications. The Contractor shall be responsible for obtaining a permanent watertight joint.
- (2) Material: The preformed gasket material shall conform to the requirements of Section W-942.02.
- (3) Joint Design: The pipe manufacturer shall furnish the Engineer with details in regard to configuration of the joint and the amount of gasket material required to effect a satisfactory seal. Joint surfaces which are to be in contact with the gasket material shall not be brushed or wiped with a cement slurry. Minor voids may be filled with cement slurry provided that all excess cement slurry is removed from the joint surface at the point of manufacture.
- (4) Primer: Prior to application of the gasket material, a primer of the type recommended by the manufacturer of the gasket material shall be applied to all joint surfaces which are to be in contact with the gasket material. The surface to be primed shall be thoroughly cleaned and dry when the primer is applied.
- (5) Application of Gasket: Prior to placing a section of pipe in the trench, gasket material shall be applied to form a continuous gasket around the entire circumference of the leading edge of the tongue and the groove joint in accordance with the detail entitled "Detail for Application of Gasket Material (Before Joint Pull-Up)." The paper wrapper on the exterior surface of the gasket material shall be left in place until immediately prior to joining of sections. The gasket material shall be checked to assure that it is bonded to the joint surface, immediately prior to placing a joint in the trench. Plastic gasket material shall be applied only to surfaces which are dry. A hand heating device shall be kept at the job site to dry joint surfaces immediately before application of the plastic gasket material. When the atmospheric temperature is below 60 degrees F., plastic joint seal gaskets shall

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either be stored in an area warm to above 70 degrees F., or artificially warmed to this temperature in a manner satisfactory to the Engineer.

- (6) Installation of Pipe: Handling of a section of pipe after the gasket material has been affixed shall be carefully controlled to avoid displacement of gaskets or contamination of gasket material with dirt or other foreign material. Any gasket displaced or contaminated in handling of the pipe shall be removed and repositioned or replaced as directed. The pipe shall be installed in a dry trench. The bottom of the trench shall be carefully shaped so as to minimize the need for realignment of sections of pipe after they are placed in the trench. Care shall be taken to properly align each section of pipe prior to the gaskets coming into contact. Realignment of a joint after the gaskets come into contact tends to reduce the effectiveness of the seal and shall be held to a minimum. When the pipes are joined, the entire joint shall be filled with gasket material and there shall be evidence of squeeze-out of gasket material for the entire internal and external circumference of the joint. Excess material on the interior of the pipe shall be trimmed to provide a smooth interior surface. After the pipe is in its final position, the joint shall be carefully examined to determine that the gasket material is satisfactorily adhering to all surfaces of the joint and that the entire joint is filled with gasket material. If a joint is defective, the leading section of pipe shall be removed and the joint resealed.

### **Requirements for Concrete Radius Pipe:**

**Design:** Concrete radius pipe shall be constructed in segments not longer than four feet (along the pipe centerline), except where another length is called for in the plans or the specific provisions. Each segment shall be joined by round rubber gaskets. The pipe manufacturer shall submit details of his proposed joint and the segment length and shape for approval by the Engineer prior to manufacture.

**Pre-Assembly:** Prior to acceptance of the pipe, the manufacturer shall pre-assemble the entire radius section in his yard to assure a proper fit for all parts. This assembly may be made without gaskets at the option of the manufacturer. Upon satisfactory assembly, the joints shall be consecutively numbered on both the interior and exterior surfaces of each joint, and match marks showing proper position of joints shall be made. Installation on the project shall be in the order of pre-assembly.

### W-430.06 Field Joints for Aluminum Pipe

**General:** Field joints for aluminum pipe shall be made with bands fabricated of the same alloy as the culvert sheeting and shall meet the requirements of AASHTO M 196.

**Aluminum Cross Drains, Storm Sewers, and Gutter Drains:** The provisions specified above for corrugated steel pipe for these installations shall apply also to aluminum pipe (for circular and helical corrugations) except that the material used in the bands and band connections for the alternate combination of joint materials shall be fabricated of the same alloy as the culvert sheeting.

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### W-430.07 Joints in Cast Iron Pipe

The provisions of Section 430.07 for mortaring and wetting inside the joints, as specified for concrete side drain pipe without rubber gaskets, shall apply to the inside joints of all cast iron pipe.

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### SECTION 520 CONCRETE GUTTER, CURB ELEMENTS, AND TRAFFIC SEPARATOR

#### 520-1 Description.

Construct portland cement concrete curb. Curb will include concrete curb and gutter, concrete traffic separator, valley gutter, special concrete gutter, curb for sidewalk curb ramps and driveways, and any other types of concrete curb not specified in other Sections.

#### 520-2 Materials.

**520-2.1 Concrete:** Use concrete meeting the requirements of Section 347.

**520-2.2 Reinforcement:** For all steel reinforcement required by the Plans, meet the requirements of Section 415.

**520-2.3 Joint Materials:** Meet the requirements of Section 932.

**520-2.4 Toll Header Curb Concrete:** Use concrete meeting the requirements of Section 346, Class II.

#### 520-3 Forms.

**520-3.1 Form Materials:** Construct forms for this work of either wood or metal. Provide forms that are straight, free from warp or bends, and of sufficient strength, when staked, to resist the pressure of the concrete without deviation from line and grade. For all items constructed on a radius, use flexible forms.

**520-3.2 Depth of Forms:** Ensure that forms have a depth equal to the plan dimensions for the depth of concrete being deposited against them.

**520-3.3 Machine Placement:** The Contractor may place these items by machine methods with the approval of the Engineer provided that the Contractor consistently produces an acceptable finished product, true to line, grade, and cross section.

#### 520-4 Excavation.

Excavate to the required depth, and compact the foundation material upon which these items are to be placed as specified in 120-9.

#### 520-5 Placing Concrete.

Place the concrete in the forms, and tamp and spade it to prevent honeycombing, and until the top of the structure can be floated smooth and the edges rounded to the radius shown in the Plans.

#### 520-6 Joints.

**520-6.1 Contraction Joints:** Except for machine placed items, the Contractor may form joints by using dummy joints (either formed or sawed) or by using sheet metal templates. If using sheet metal templates, ensure that they are of the dimensions, and are set to the lines, shown in the Plans. Hold templates firmly while placing the concrete. Leave templates in place until the concrete has set sufficiently to hold its shape, but remove them while the forms are still

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in place.

Saw contraction joints, for machine placed items, unless the Engineer approves an alternate method. Saw the joints as soon as the concrete has hardened to the degree that excessive raveling will not occur and before uncontrolled shrinkage cracking begins.

Space contraction joints at intervals of 10 feet except where closure requires a lesser interval, but do not allow any section to be less than 4 feet in length.

**520-6.2 Expansion Joints:** Construct expansion joints at all inlets, at all radius points, and at other locations indicated in the Plans. Locate them at intervals of 500 feet between other expansion joints or ends of a run. Ensure that the joint is 1/2 inch in width.

### **520-7 Finishing.**

**520-7.1 Repair of Minor Defects:** Remove the forms within 24 hours after placing the concrete, and then fill minor defects with mortar composed of one part portland cement and two parts fine aggregate. The Engineer will not allow plastering on the face of the curb. Remove and replace any rejected curb, curb and gutter, or valley gutter without additional compensation.

**520-7.2 Final Finish:** Finish all exposed surfaces while the concrete is still green. In general, the Engineer will only require a brush finish. For any surface areas, however, which are too rough or where other surface defects make additional finishing necessary, the Engineer may require the Contractor to rub the curb to a smooth surface with a soft brick or wood block, using water liberally. Also, if necessary to provide a suitable surface, the Engineer may require the Contractor to rub further, using thin grout or mortar.

**520-7.3 Imprinted Concrete:** Install imprinted concrete as shown in the Plans.

### **520-8 Curing.**

**520-8.1 General:** Continuously cure the concrete for a period of at least 72 hours. Commence curing after completely finishing and as soon as the concrete has hardened sufficiently to permit application of the curing material without marring the surface. Immediately replace any curing material removed or damaged during the 72 hour period.

After removing the forms, cure the surfaces exposed by placing a berm of moist earth against them or by any of the methods described below, for the remainder of the 72 hour curing period.

**520-8.2 Wet Burlap Method:** Place burlap, as specified in 925-1, over the entire exposed surface of the concrete, with sufficient extension beyond each side to ensure complete coverage. Overlap adjacent strips a minimum of 6 inches. Hold the burlap securely in place such that it will be in continuous contact with the concrete at all times, and do not allow any earth between the burlap surfaces at laps or between the burlap and the concrete. Saturate the burlap with water before placing it, and keep it thoroughly wet throughout the curing period.

**520-8.3 Membrane Curing Compound Method:** Apply clear membrane curing compound or white pigmented curing compound, as specified in 925-2, by a hand sprayer meeting the requirements of 350-3.10, in a single coat continuous film at a uniform coverage of at least one gallon per 200 square feet. Immediately recoat any cracks, checks, or other defects appearing in the coating. Thoroughly agitate the curing compound in the drum prior to application, and during application as necessary to prevent settlement of the pigment.

**520-8.4 Polyethylene Sheeting Method:** Place polyethylene sheeting, as specified in

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925-3, over the entire exposed surface of the concrete, with sufficient extension beyond each side to ensure complete coverage. Overlap adjacent strips a minimum of 6 inches. Hold the sheeting securely in place and in continuous contact with the concrete at all times.

### **520-9 Backfilling and Compaction.**

After the concrete has set sufficiently, but not later than three days after pouring, refill the spaces in front and back of the curb to the required elevation with suitable material. Place and thoroughly compact the material in layers not thicker than 6 inches.

### **520-10 Surface Requirements.**

Test the gutter section of curb and gutter with a 10 foot straightedge laid parallel to the centerline of the roadway and while the concrete is still plastic. Perform straightedging along the edge of the gutter adjacent to the pavement or along other lines on the gutter cross-section, as directed by the Engineer. Immediately correct irregularities in excess of 1/4 inch.

### **520-11 Method of Measurement.**

For curb or curb and gutter, the quantity to be paid will be the plan quantity, in feet, measured along the face of the completed and accepted curb or curb and gutter. Curb for sidewalk curb ramps or driveways will be paid at the Contract unit price for the adjacent curb type.

For valley gutter or shoulder gutter, the quantity to be paid will be the plan quantity, in feet, measured along the gutter line of the completed and accepted valley gutter or shoulder gutter.

For concrete traffic separator of constant width, meeting the requirements of Standard Plans, Index 520-020, the quantity to be paid will be the plan quantity, in feet, measured along the center of its width, completed and accepted, including the length of the nose.

For concrete traffic separator of nonstandard or varying width, the quantity to be paid will be the plan quantity, in square yards, completed and accepted.

### **520-12 Basis of Payment.**

**520-12.1 Concrete Gutter, Curb Elements, and Traffic Separator:** Price and payment will be full compensation for all work specified in this Section, including reinforcement steel, dowels, asphalt pavement and base under traffic separator, joint materials and asphalt curb pad.

**520-12.2 Excavation:** Excavation for new installations will be paid for as roadway excavation in accordance with 120-13.2.

**520-12.3 Payment Items:** Payment will be made under:

Item No. 520- 1-	Concrete Curb and Gutter - per foot. Item No. 520- 2- Concrete Curb - per foot.
Item No. 520- 3-	Concrete Valley Gutter - per foot. Item No. 520- 5- Concrete Traffic Separator - per foot. Item No. 520- 6- Concrete Shoulder Gutter - per foot.
Item No. 520- 70-	Concrete Traffic Separator - per square yard.

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### SECTION 522 – CONCRETE SIDEWALK AND DRIVEWAYS

#### **522-1 Description.**

Construct concrete sidewalks and driveways in accordance with the Plans and the Standard Plans. Sidewalk will include curb ramps, landings, transition slopes, sidewalk curb, and edge beams.

#### **522-2 Materials.**

Meet the requirements specified in 520-2.

#### **522-3 Forms.**

Provide forms as specified in 520-3.

#### **522-4 Foundation.**

Shape and compact the foundation materials to a firm, even surface, true to grade and cross-slope. Compact areas that have been excavated more than 6 inches below the bottom of the concrete, to a minimum of 95% of AASHTO T99 density. The area to be compacted includes the area directly under and 1 foot beyond each side of the sidewalk or driveway, when right-of-way allows.

#### **522-5 Joints.**

Install expansion and contraction joints in accordance with the Plans and the Standard Plans.

#### **522-6 Placing Concrete.**

Place the concrete as specified in 520-5.

#### **522-7 Finishing.**

**522-7.1 Screeding:** Strike-off the concrete by means of a wood or metal screed, used perpendicular to the forms, to obtain the required grade and remove surplus water and laitance.

**522-7.2 Surface Requirements:** Imprint concrete as detailed in the Plans, otherwise provide a broom finish. Ensure that the surface variations are not more than 1/4 inch under a 10 foot straightedge or more than 1/8 inch on a 5 foot transverse section. Finish the outer edges of the concrete with an edging tool having a radius of 1/2 inch.

#### **522-8 Curing.**

Cure the concrete as specified in 520-8.

#### **522-9 Opening Sidewalk to Pedestrian Traffic.**

Install detectable warnings, when shown in the Plans, in accordance with Section 527 on completed sections of sidewalk before opening to pedestrian traffic.

#### **522-10 Method of Measurement.**

The quantity to be paid will be plan quantity, in square yards, completed and accepted.

#### **522-11 Basis of Payment.**

Price and payment will be full compensation for all work specified in this Section. Excavation for new installations will be paid for under the items for the grading work on the project.

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Payment will be made under:

Item No. 522- Concrete Sidewalks and Driveways - per square yard.



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**SECTION 523 - DRY-SHAKE COLORED HARDENER STAMPED/IMPRINTED  
CONCRETE PAVEMENT  
(NOT APPLICABLE)**

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**SECTION 527 DETECTABLE WARNINGS**

**527-1 Description.**

Furnish and install detectable warnings on newly constructed and/or existing concrete or asphalt walking surfaces (sidewalk curb ramps, sidewalks, shared use paths, etc.) constructed in accordance with Standard Plans, Index 522-002.

**527-2 Materials.**

**527-2.1 Detectable Warnings:** Provide detectable warnings in accordance with the Americans with Disabilities Act Standards for Transportation Facilities, Section 705. Use detectable warnings consisting of materials intended for exterior use subject to routine pedestrian traffic and occasional vehicular traffic. Use detectable warnings with size and pattern shown in the Plans comprised of truncated domes aligned in parallel rows in accordance with Standard Plans, Index 522-002. Do not use detectable warnings with a diagonal pattern.

**527-2.1.1 Preformed Materials:** Use detectable warnings consisting of weather-resistant tiles or pavers that are cast into concrete, or tiles or mats that are surface-applied to concrete or asphalt surfaces with adhesives and mechanical fasteners or torch-applied preformed thermoplastic.

**527-2.1.2 Field-Formed Materials:** Use detectable warnings applied as a secondary application to the substrate.

**527-2.2 Material Properties:** Provide detectable warnings that meet the following minimum material property requirements when tested in accordance with the following:

PROPERTY	STANDARD	TEST VALUE
Slip Resistance	FM 3-C1028	Dry Coefficient of Friction – 0.8 min. Wet Coefficient of Friction – 0.65 min. (include recessed areas between truncated domes)
Wear Resistance	FM 5-594	Average Volume Loss: no more than 0.06 cm <sup>3</sup>
Water Absorption*	ASTM D570	Not to exceed 5%.
Adhesion/Bond Strength**	FM 5-589	150 psi min. tensile adhesion strength
Non-Hazardous Classification	Submit Material Safety Data Sheet (SDS)	Non-Hazardous, per RCRA Subtitle C
* Applies only to plastic materials.		
** Applies only to surface-applied materials.		

**527-2.3 Color/Contrast:** Use safety yellow, brick red or black colored detectable warnings on concrete walking surfaces. Use safety yellow colored detectable warnings on asphalt walking surfaces. Acceptable detectable warnings shall meet the following criteria for a duration of three years.

COLOR	LIGHT REFLECTANCE VALUES (LRV) CAP Y*
Safety Yellow	25 – 45
Brick Red	5 – 15

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Black	0 – 5
*When measured with a spectrophotometer	

**527-2.4 Approved Product List:** Methods or products used to form detectable warnings in wet concrete will not be permitted. Use detectable warnings listed on the Department’s Approved Product List (APL). Manufacturers seeking evaluation of products for inclusion on the APL shall submit an application in accordance with Section 6 and include certified test reports from an independent lab showing the product meets the requirements of this Section and the Standard Plans, Index 522-002 Acceptance Criteria and manufacturer’s drawings, specifications and procedures for materials and installation, including touch-up and repair.

### **527-3 Installation Procedures.**

**527-3.1 Surface Preparation and Installation:** Prepare the surface in accordance with the manufacturer’s recommendations. Use only products and materials appropriate for the surface on which they will be applied. Install in accordance with the manufacturer’s instructions, using materials and equipment recommended and approved by the manufacturer.

Immediately install detectable warnings on newly constructed surfaces and open the surface to pedestrian traffic. For installations on newly placed concrete, install detectable warnings during casting or immediately upon completing the concrete curing period specified in 520-8. Install surface-applied tiles or mats using adhesives applied over the entire surface and mechanical fasteners.

### **527-4 Method of Measurement.**

Detectable warnings will be paid by plan quantity, per square foot, furnished, installed and accepted.

### **527-5 Basis of Payment.**

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

Payment will be made under:

Item No. 527- 2- Detectable Warnings - per square foot.

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### SECTION 550 FENCING

#### 550-1 Description.

Furnish, erect and reset metal fence of the type and at the locations shown in the Plans.

#### 550-2 Types of Fence.

The types of fence are designated as follows: Type A (Farm Fence).

Type B (Chain-Link Fence).

Type R (Chain-Link Fence for Pedestrian Overpass).

#### 550-3 Materials.

**550-3.1 Type A Fence (Farm Fence):** Meet the requirements of Section 954 for timber posts and braces. For metal posts and braces, and for recycled plastic fence posts, meet the requirements of the Standard Plans.

For the fabric and all other accessories, meet the requirements of the Standard Plans.

**550-3.2 Type B Fence (Chain-Link):** For the posts, braces, fabric and all accessories other than the concrete for bases, meet the requirements of the Standard Plans.

Use concrete as specified in Section 347, or a premix approved by the Engineer for bases. The requirements contained in 347-2.2, and 347-3 will not apply.

**550-3.3 Type R Fence (Chain-Link for Pedestrian Overpass):** Use the fabric and accessories specified in the Plans.

**550-3.4 Resetting Fence:** Use material from the existing fence. For any additional materials required, provide the same type of material as in the existing fence and as specified herein, including gates when applicable.

**550-3.5 Optional Use of Materials:** For Type A Fence, a combination of steel, aluminum, timber, recycled plastic or concrete posts may be used. Unless otherwise called for in the Plans, line posts of one material may be used with corner, pull and end post assemblies of a different material. The Engineer will permit the use of line posts of only one optional material and pull posts assemblies of only one optional material between corner and end post assemblies. Within individual corner and end post assemblies, the Engineer will allow the use of only one optional material.

For Type B Fence, a combination of zinc-coated steel fence members, aluminum coated fence members and aluminum alloy fence members may be used. Unless otherwise indicated in the Plans, the Engineer will allow the use of only one type of fabric material, one type of line post material and one type of pull assembly material between corner and end post assemblies.

**550-3.6 Certification:** Provide the Engineer with certified test reports from the manufacturer confirming that all materials (posts, braces, fabric and all other accessories) conform to the requirements of this Section, Section 6 and the Standard Plans. Provide the Engineer a copy of the certification at least ten days prior to fence construction.

Also furnish the Engineer a Certificate of Compliance certifying that the fencing system, materials and construction practices comply with the applicable Standard Plans and Specifications.

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Acceptance of furnished material will be based on the Certificate of Compliance, accompanying test reports and visual inspection by the Engineer.

### **550-4 Construction Methods.**

**550-4.1 General:** Install the fence in accordance with the specific requirements of this Article and with the details shown on the Standard Plans for the particular type of fence called for, except for Type R Fence which shall be detailed in the Plans. Construct the fence in close proximity to the right of way line except as otherwise detailed in the Plans. Assume responsibility for obtaining satisfactory permits or permission from property owners for any encroachments required to perform the work, and for proper scheduling of the fence installation with the removal of existing fence where it is necessary to provide continuous security to adjacent areas already fenced. In order to meet this requirement, where necessary for maintaining security of livestock on adjacent property during construction of the new fence, the Engineer may require the erection and subsequent removal of temporary fencing.

**550-4.2 Spacing of Posts:** Space posts as shown in the Standard Plans, within a tolerance of 12 inches, except where definite spotting of corner posts is required. Ensure that in any line of fence, the over-spacings and the under-spacings shall approximately compensate. Set additional line posts at abrupt changes in grade.

**550-4.3 Clearing:** Where the clearing and grubbing for the project includes the area occupied by the fence, clear the area to the limits shown in the Plans. If the limits are not shown in the Plans, clear the area at least 2 feet wide on each side of the fence line. The Engineer may direct that desirable trees be left in place and may restrict clearing where permission from the property owners cannot be obtained.

### **550-4.4 Construction Over Irregular Terrain and Other Obstructions:**

**550-4.4.1 Clearance of Bottom of Fence:** Install the fence such that the bottom of the fence, in general, follows the contour of the ground. The fence is detailed in the Plans at approximately 3 inches above ground line. Over irregular ground, however, the Engineer will permit a minimum clearance of 1 inch and a maximum of 6 inches for a length not to exceed 8 feet, and, for Type A fence, with the barbed wire spaced midway between ground and bottom of fabric.

**550-4.4.2 Grading:** Where necessary to secure proper vertical alignment and to meet the clearance requirements, fill depressions (except where filling would obstruct proper drainage) and cut down knolls and ridges. Provide a substantial and permanent foundation for the fence.

**550-4.4.3 Use of Extra-Length Posts.** At locations where it is impracticable to adjust the ground level, the Engineer may require that posts of additional length be set and that the opening at the bottom be closed by additional barbed wire, stretched taut between poles, with no vertical distance between wires greater than 3 inches. For all such posts requiring a concrete base, extend the concrete downward to the bottom of the extra-length post.

**550-4.5 Setting Posts:** If rock occurs within the required depth of the post hole, or pavement which is to remain in place exists at the location of a post, drill a hole of a diameter slightly larger than the greatest dimension of the post or footing and grout in the post or footing. Set timber posts either by digging or by driving. Set recycled plastic fence posts in accordance with the Standard Plans.

**550-4.6 Placing Fabric:** Do not place fabric and barbed wire until the posts have been permanently positioned and concrete foundations have attained adequate strength. Place the

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fabric by securing one end and applying sufficient tension to remove all slack before making permanent attachments at intermediate points. Fasten the fabric to all end, corner and pull posts by approved means. Fasten the fabric using tools designed for the purpose, in accordance with the manufacturer's recommendations. Apply the tension for stretching by mechanical fence stretchers or with single-wire stretchers designed for the purpose.

### **550-4.7 Electrical Grounds:**

**550-4.7.1 Grounding for Overhead Lines:** Wherever an overhead power line crosses over the fence, install a ground rod directly below the point of crossing. Where an overhead power line runs parallel to, and within 100 feet of the fence, install a ground rod at each end of the fence and at intervals of no greater than 1,500 feet. Use copper-clad steel ground rods that are a minimum of 8 feet in length and 1/2 inch in diameter. Drive the rod vertically until the top of the rod is approximately 6 inches below the ground surface. Connect a conductor of No. 6 AWG solid copper wire to the ground rod and each metal fence element directly adjacent to the ground rod using non-corrosive ground rod clamps.

**550-4.7.2 Fences with Non-Metal Posts:** For all fences using non-metal posts, substitute a metal post for a non-metal post at intervals of no greater than 300 feet with at least one metal post in any length of fence. Tightly fasten a galvanized steel wire to the barbed wire, fence fabric, and metal post.

### **550-5 Method of Measurement.**

**550-5.1 General:** The quantities to be paid for will be plan quantity for the number of gates and the length of each type of fence constructed and accepted. In addition, extra payment will be made, in accordance with 550-6.2, for additional lengths of post approved by the Engineer for the crossing of depressions in accordance with 550-4.4.3, muck areas, or other areas of inadequate support for a post of standard length.

**550-5.2 Measurement of Fence Length, and Payment:** The length of fence to be paid for will be plan quantity completed and accepted. Measurement for resetting fence will be the actual length of existing fence reset, including gates when applicable.

### **550-6 Basis of Payment.**

**550-6.1 Basic Items of Fencing:** The Contract unit price per foot for the item of fencing, will be full compensation for all work and materials necessary for the complete installation, including line posts, corner, end, and pull posts. Such price and payment will include, but not be limited to, the following specific incidental work.

1. Any work required to level and prepare the terrain along the line of the fence.
2. Any additional clearing incidental to construction of the fence.
3. All preparation for post holes, in whatever type of material, as specified herein.
4. Any furnishing and installing of electrical grounds.
5. Any additional work or materials required for special construction over irregular terrain, or terrain of inadequate support for the posts, including the additional barbed wire, but not including the extra lengths of posts ordered by the Engineer.

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6. Any cost of erection and removal of any temporary fencing, which may be necessary for maintaining security of livestock, etc., on adjacent property during construction of the new fence.

**550-6.2 Payment Rates for Extra-Length Posts:** Any extra length posts added to complete installation of the fence will require an invoice. The Contractor will be compensated for invoice price plus 10% as payment for any extra length posts.

The standard length of steel, recycled plastic and aluminum posts will be the required length as indicated in the Plans or Standard Plans for each type and case.

The payment for additional length of post will include the cost of additional concrete to extend concrete bases, as applicable.

**550-6.3 Gate Payment:** The quantities to be paid for will be full compensation for all labor, materials, posts, and associated hardware for the complete installation of the type gate specified in the Plans, and accepted by the Engineer.

**550-6.4 Payment Items:** Payment shall be made under: Item No. 550- 10-

Fencing - per foot.

Item No. 550- 60- Gates - each.

**SECTION 654**  
**MIDBLOCK CROSSWALK ENHANCEMENT ASSEMBLIES**

**654-1 Description.**

Furnish and install midblock crosswalk enhancement assemblies.

**654-2 Materials.**

Use midblock crosswalk enhancement assemblies listed on the Department's Approved Product List (APL).

Midblock crosswalk enhancement assemblies are classified as the following types: In-Roadway Light Assemblies, Rectangular Rapid Flashing Beacon Assemblies (RRFB), and Pedestrian Hybrid Beacon Assemblies.

**654-2.1 In-Roadway Light Assemblies:** In-roadway light assemblies must meet the physical and operational requirements of the latest edition of the MUTCD, Chapter 4N.

In-roadway light assemblies shall be normally dark, initiate operation only upon pedestrian actuation via a pedestrian pushbutton, and cease operation at a predetermined time after the pedestrian actuation or, with passive detection, after the pedestrian clears the crosswalk. The duration of the predetermined period shall be programmable and capable of matching the pedestrian clearance time for pedestrian signals as determined by MUTCD procedures. The timer that controls flashing must automatically reset each time a pedestrian call is received.

In-roadway light assemblies must have a minimum luminance of 101 candelas and a minimum viewing angle of 20 degrees.

**654-2.2 Rectangular Rapid Flashing Beacon (RRFB):** RRFB must include two rapidly and alternately flashed rectangular yellow indications having LED-array based pulsing light sources. Each rectangular yellow indication must be a minimum of five inches wide by two inches high. RRFB installations shall comply with the use and technical conditions of FHWA MUTCD Interim Approval 21 – Rectangular Rapid-Flashing Beacons at Crosswalks. The two RRFB indications shall be aligned horizontally, with the longer dimension horizontal and with a minimum space between the two indications of approximately 7 inches measured from inside edge of one indication to inside edge of the other indication.

**654-2.2.1 RRFB Sign Assemblies:** RRFB assemblies must be used to supplement W11-2 (Pedestrian), S1-1 (School), or W11-15 (Trail) crossing warning sign and includes a diagonal downward arrow (W16-7p) plaque and a single column ground sign post. Use attachment hardware in accordance with Standard Plans, Index 700-010.

Optional mast arm and pole installation may be used if shown in the Plans. Follow the manufacturer's specifications on the number of RRFB units that are connected to the timer's output driver. Mast arm mounted RRFB assemblies include a W11-2 or S1-1 sign and attachment hardware. Pole mounted RRFB assemblies include a W16-7p sign and attachment hardware. Use attachment hardware in accordance with Section 659.

The outside edges of the RRFB indications, including any housings, shall not project beyond the outside edges of the W11-2, S1-1, or W11-15 sign.

**654-2.2.2 Beacon Flashing Requirements:** The light intensity of the yellow indications shall meet the minimum specifications of Society of Automotive Engineers (SAE) standard J595 for Class 1 (Directional Flashing Optical Warning Devices for Authorized Emergency, Maintenance, and Service Vehicles) dated January 2005. Ensure RRFB assemblies



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are capable of automatically dimming to reduce brightness of the LEDs at nighttime.

The flash rate of each individual yellow indication, as applied over the full on-off sequence of a flashing period of the indication, shall not be between 5 and 30 flashes per second. When activated, the two yellow indications in each RRFB shall have a flash rate of 75 flash cycles per minute using the following sequence: left side beacon on for 50 milliseconds (msec), both beacons off for 50 msec, right side beacon on for 50 msec, both beacons off for 50 msec, left side beacon on for 50 msec, both beacons off for 50 msec, right side beacon on for 50 msec, both beacons off for 50 msec, both beacons on for 50 msec, both beacons off for 50 msec, both beacons on for 50 msec, both beacons off for 250 msec.

**654-2.2.3 RRFB Operation:** RRFB shall be normally dark, initiate operation only upon pedestrian actuation via a pedestrian pushbutton, and cease operation at a predetermined time after the pedestrian actuation or, with passive detection, after the pedestrian clears the crosswalk. The duration of the predetermined period shall be programmable and capable of matching the pedestrian clearance time for pedestrian signals as determined by MUTCD procedures. The timer that controls flashing must automatically reset each time a pedestrian call is received.

All RRFBs associated with a single crosswalk (including those with an overhead or advance crossing sign, if used) shall simultaneously commence operation of their alternating rapid flashing indications and shall cease operation simultaneously.

RRFBs must include an instruction sign with the legend PUSH BUTTON TO TURN ON WARNING LIGHTS mounted adjacent to or integral with each pedestrian pushbutton.

A confirmation light directed at and visible to pedestrians in the crosswalk must be installed integral to the RRFB to give confirmation that the RRFB is in operation.

**654-2.2.4 Accessible Pedestrian Pushbutton:** If an accessible pedestrian pushbutton is shown in the Plans, the assembly must contain a speaker, audio amplifier, and noise monitoring microphone for auto volume control.

The accessible pedestrian pushbutton detector must meet 665-2.2 for the locator tone feature. The pushbutton must not include a vibrotactile indication or percussive indications. The audible message must be programmable.

**654-2.3 Pedestrian Hybrid Beacon Assemblies:** Pedestrian hybrid beacon assemblies must meet the physical and operational requirements of the latest edition of the MUTCD, Chapter 4F. The cabinet, signals, controller, pedestrian detectors, and other traffic control devices used to create a pedestrian hybrid beacon assembly must be listed on the APL.

**654-2.4 Cabinets, Housings, and Hardware:** Cabinets used as part of the midblock crosswalk enhancement assembly must meet the applicable criteria of Section 676.

All housings other than approved cabinets must be powder coat painted dull black (FED-STD-595-37038) with a reflectance value not exceeding 25 percent as measured by American Society for Testing and Material E1347. Cabinets and housings must prevent unauthorized access.

Pole-mount assemblies shall allow installation on 4-1/2 inch outer diameter posts.

Ensure all assembly hardware, including nuts, bolts, external screws, and locking washers less than 5/8 inch in diameter, are Type 304 or 316 passivated stainless steel. Stainless steel bolts, screws, and studs must meet ASTM F593. Stainless steel nuts must meet

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ASTM F594. All assembly hardware greater than or equal to 5/8 inch in diameter must be galvanized. Carbon steel bolts, studs, and threaded rod must meet ASTM A307. Structural bolts must meet ASTM F3125, Grade A325.

**654-2.5 Electrical Specifications:** Equipment must operate on solar power or a nominal voltage of 120 V alternating current (V<sub>AC</sub>). If the device requires operating voltages of less than 120 V<sub>AC</sub>, supply the appropriate voltage converter. Solar powered systems must be designed to operate for minimum of 100 activations per day and provide 10 days of operation without sunlight. Each activation must be 30 seconds in duration. Solar powered systems must automatically charge batteries and prevent overcharging and over-discharging. Solar powered systems must include a charge indicator and AC/DC battery charger.

**654-2.6 Environmental Specifications:** All electronic assemblies shall operate as specified during and after being subjected to the transients, temperature, voltage, humidity, vibration, and shock tests described in National Electrical Manufacturers Association (NEMA) TS2, 2.2.7, 2.2.8, and 2.2.9. Electronics must meet Federal Communications Commission (FCC) Title 47, Subpart B, Section 15. The optical portion of the housing shall be sealed to provide an IP 67 rating.

### **654-3 Installation Requirements.**

Restore any areas impacted by the installation of the crosswalk enhancement assembly to original condition unless otherwise shown in the Plans. Install crosswalk enhancement assembly in accordance with the Americans with Disabilities Act Standards for Transportation Facilities.

### **654-4 Warranty.**

Ensure the midblock crosswalk enhancement assembly has a manufacturer's warranty covering defects for two years from the date of final acceptance in accordance with 5-11 and Section 608. Ensure the warranty includes providing replacements within 10 calendar days of notification for defective parts and equipment during the warranty period at no cost to the Department or the maintaining agency.

### **654-5 Method of Measurement.**

**654-5.1 General:** All midblock crosswalk assemblies will include all materials, equipment, and labor necessary for a complete and accepted installation.

**654-5.2 In-Roadway Light Assembly:** The in-roadway light assembly includes in-roadway lights, signs, sign support structures, cabinet, electronics, wiring, and pedestrian detectors for a complete crossing. Solar panels are included in the cost of the assembly, when shown in the Plans.

**654-5.3 Rectangular Rapid Flashing Beacon (RRFB) Assembly:** Post mounted assemblies include the rectangular beacon and signs for each approach, sign support structure, cabinet, electronics, wiring, and pedestrian detectors. Solar panels are included in the cost of the assembly, when shown in the Plans.

Pole mounted assemblies include the rectangular beacon and signs, pole mount bracket, cabinet, electronics, wiring, and pedestrian detector. Solar panels are included in the cost of the assembly when shown in the Plans. Poles will be paid for separately.

Mast arm mounted assemblies include the rectangular beacon and signs, attachment hardware, and wiring for a single direction unit for non-standard installations. Mast arms will be paid for separately.

**654-5.4 Pedestrian Hybrid Beacon Assembly:** The Contract unit price for each

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pedestrian hybrid beacon assembly will consist of all labor and materials necessary for a complete and accepted installation. The assembly includes the 3-section signal, hardware, and backplate. Pedestrian signals, cabinet, signs, mast arms, strain poles or other support structures, and signal cable will be paid under the applicable sections for each item.

### **654-6 Basis of Payment.**

Price and Payment will be full compensation for all work specified in this Section.

Payment will be made under:

- |                 |  |
|-----------------|--|
| Item No. 654- 1 | In-Roadway Light Assembly - per assembly.                  |
| Item No. 654- 2 | Rectangular Rapid Flashing Beacon Assembly - per assembly. |
| Item No. 654- 3 | Pedestrian Hybrid Beacon Assembly - per assembly.          |

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### SECTION 700 HIGHWAY SIGNING

#### 700-1 General Requirements.

**700-1.1 Description:** Furnish and erect roadway signs at the locations, and in accordance with the details, shown in the Plans.

The Department designates ground traffic signs as signs erected on the shoulders, slopes, or medians, but not extending over the traveled roadway, and may further classify these signs as single post or multi-column.

The Department designates signs erected partially or completely over the traveled roadway or mounted on bridges as overhead traffic signs, and may further classify these signs as overhead cantilever or span traffic signs.

Meet the requirements of Section 603.

#### 700-1.2 Materials:

**700-1.2.1 General:** Meet the materials requirements shown in the Specifications, Standard Plans, and any additional requirements identified in the Plans.

**700-1.2.2 Concrete:** Use concrete meeting the requirements of Section 346. Obtain concrete from a plant that is listed on the Department's Production Facility Listing. Producers seeking inclusion on the list shall meet the requirements of Section 105.

**700-1.2.3 Static Sign Assembly Requirements:** All sign panels shall be aluminum unless otherwise shown in the Plans. Sheets and plates for sign panels shall meet the requirements of ASTM B209, Aluminum Association Alloy 6061-T6, 5154-H38 or 5052-H38. Sign panels for single column ground mounted signs shall utilize aluminum plate with a minimum thickness of 0.08 inches. All other sign panels shall utilize aluminum plate with a minimum thickness of 0.125 inches. All panels shall have rounded corners. For flip up signs, the continuous hinge shall be stainless steel ANSI grade 316.

**700-1.2.4 Retroreflective Sign Sheeting:** Use signs that meet the material and process requirements of Section 994.

Use Type XI sheeting for all regulatory, warning and overhead signs unless otherwise specified. The R1-1, R1-2, R5-1 and R5-1a signs must use a sheeting system that includes a colorless film overlay.

Type XI sheeting shall also be used for all limited access advance exit and

exit guide signs.

Use Type IV yellow-green fluorescent sheeting for the following signs:

1. school: S1-1, S3-1, S3-2, S4-5, S4-5a, S5-1 (SCHOOL portion),
2. bicycle: W11-1,
3. pedestrian: R1-6, R1-6a, R1-6b, R1-6c, R1-9, R1-9a, R10-15, W11-2,
4. shared use path (trail): W11-15, W11-15a,
5. supplemental panels used with signs in (1) through (4), above. Do not mix signs having fluorescent yellow-green sheeting with

signs having yellow retroreflective sheeting.

Roll-up signs shall meet the requirements of Type VI sheeting. Use Type IV sheeting for all other signs.

Use Type IV or Type XI sheeting for retroreflective strips on signs.

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**700-1.3 Sign Fabrication Requirements:** Obtain overhead sign structures from a facility that is listed on the Department’s Production Facility Listing. Producers seeking inclusion on the list shall meet the requirements of Section 105.

**700-1.4 Storage, Handling and Labeling:** If signs are stored prior to installation, store them in accordance with the manufacturer’s recommendations. Properly package signs to protect them during storage, shipment and handling to prevent damage to the sign face and panel.

In addition to the information required in Section 994, all permanent roadway signs must be labeled on the back bottom edge with the date of installation. Make the labels unobtrusive, but legible enough to be easily read by an observer on the ground when the sign is in its final position. Apply the label in a manner that is at least as durable as the sign face.

### **700-1.5 Acceptance of Signs:**

**700-1.5.1 Sign Inspection:** Submit certification that the sign assembly meets the material and installation requirements of the Contract Documents. The Engineer will inspect the signs upon delivery to the storage or project site and again at the final construction inspection. Repair and replace signs deemed unacceptable by the Engineer at no expense to the Department.

**700-1.5.2 Imperfections and Repairs:** Repair or replace signs containing imperfections or damage regardless of the kind, type, or cause of the imperfections or damage. For sign panels exceeding 30 square feet, the Contractor may make one patch, if necessary, to each sign panel not to exceed two square inches. Make repairs according to the manufacturer’s recommendations and to the satisfaction of the Engineer. Ensure that completed repairs provide a level of quality necessary to maintain the service life of the sign and are satisfactory in appearance to the Engineer.

### **700-2 Static Signs.**

**700-2.1 Ground Mounted Signs:** Ground mounted signs consist of both single column and multi-column static signs.

**700-2.1.1 Materials:** Use aluminum tubing materials meeting the general provisions of Section 965 for all single column ground signs. Multi-column signs must be galvanized steel W or S beams steel columns meeting the general provisions of Section 962. All materials must meet the requirements of the appropriate Standard Plans.

**700-2.1.2 Fabrication of Panel Messages:** Fabricate standard sign panel messages in accordance with details included in the Standard Highway Signs (SHS) manual published by the U.S. Department of Transportation. Submit shop drawings to the Department for approval as specified in Section 5.

**700-2.1.3 Foundation:** Construct foundations in accordance with the applicable Standard Plans. The Contractor may use precast foundations in augured or excavated holes a minimum of 12 inches larger than each axis dimension of the precast foundation. Obtain precast foundations from a plant that is currently on the Department’s Production Facility Listing.

Producers seeking inclusion on the list shall meet the requirements of Section 105. The holes must be clean and without loose material. Temporary casing will be required if the soil is unstable. Fill the void around the precast foundation with flowable fill meeting the requirements of Section 121 or use clean sand placed using hydraulic methods.

### **700-2.1.4 Breakaway Support Mechanisms for Ground Traffic Signs:**

**700-2.1.4.1 Frangible Supports:** Provide support posts for all frangible

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sign assemblies consisting of aluminum tubes up to 3 -1/2 inches outside diameter with 3/16 inch wall thickness in accordance with the requirements in the Standard Plans.

**700-2.1.4.2 Slip Bases:** Slip base assemblies for single column signs will use aluminum sleeves and base plates. Slip base assemblies for multi-column signs will use galvanized steel bases. All slip bases must be fabricated in accordance with the requirements of the Standard Plans.

**700-2.1.5 Installation:** Verify the length of the column supports in the field prior to fabrication to permit the appropriate sign mounting height. Fabricate the supports and wind beams in accordance with the Standard Plans. Columns must be plumb and panels must be level with the proper orientation.

**700-2.1.6 Retroreflective Strips for Signs:** Use only on signs where the retroreflective sign strip is called for in the Plans. Install retroreflective strips in accordance with the manufacturer's instructions. If panel is required to install the retroreflective sheeting, use

0.040 minimum aluminum panels or another material approved by the sheeting manufacturer. Use stainless steel attachment hardware for the installation. The retroreflective sign strips must be fastened in a manner that does not require drilling of holes in the column. Retroreflective sign strips must be 2 inches in width and a height of 5 feet for all signs except for when signs are mounted at 4 feet, then retroreflective sign strip will be 2 feet in height. If a panel is required for installation, the panel for the retroreflective sheeting must be the same dimensions as the retroreflective sheeting. For the back of Rail Road Crossbuck signs, the retroreflective sign strip will be 2 inches wide for the full length of the blade. Match the color of the retroreflective sheeting to the background color of the sign except for YIELD signs and DO NOT ENTER signs, where the color must be red.

**700-2.1.7 Flip up Signs:** Install in accordance with the Plans and Standard Plans Index 700-010.

### **700-2.2 Overhead Signs:**

#### **700-2.2.1 Materials:**

**700-2.2.1.1 General:** Obtain reinforcing steel, overhead sign structures from a fabrication facility that is listed on the Department's Production Facility Listing. Producers seeking inclusion on the list shall meet the requirements of Section 105.

Hot-Dip galvanize structural steel, including bolts, nuts, and washers in accordance with Section 962.

Repair galvanized surfaces in accordance with Section 562. Galvanizing materials used for repair must meet the requirements of Section 975.

**700-2.2.1.2 Reinforcing Steel:** Use reinforcing steel in footings meeting the requirements of Section 415.

**700-2.2.1.3 Specific Uses of Aluminum and Galvanized Steel:** Use aluminum bolts, nuts, and hardware to connect parts of the cast base.

Use galvanized steel anchor bolts for anchoring base plates to concrete bases and for the nuts and washers.

For all other metal parts of the cast base, the Engineer will allow galvanized steel as an alternative to aluminum.

**700-2.2.2 Foundations:** Meet the requirements of Section 455.

**700-2.2.3 Installation:** Install nuts on anchor bolts in accordance with Section 649 with the following exception. For cantilever overhead sign structures, after

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placement of the upright and prior to installation of the truss, adjust the leveling nuts beneath the base plate to achieve the back rake shown on the Camber Diagram. If the top surface of the base plate has a slope that exceeds 1:40, use beveled washers under the top nuts. For span overhead

sign structures, install a screen around the base plate in accordance with 649-6. For cantilever overhead sign structures, install a structural grout pad in accordance with 649-7.

Install ASTM F3125, Grade A325 bolt, nut and washer assemblies in accordance with 460-5, except that 460-5.4.2 Preparation of Faying Surfaces is not required.

**700-2.2.4 Erection of Signs and Sign Supports:** Do not erect overhead sign supports until the concrete strength in the support footing is at least 2,500 psi. Determine concrete strength from tests on a minimum of two test cylinders sampled and tested in accordance with ASTM C31 and ASTM C39 and verifying test results have been submitted to the Engineer.

Erect the signs and sign structures in accordance with the details shown in the Plans. The Contractor may fabricate the structural steel sign trusses in sections that will fit into available galvanizing vats. Prior to galvanizing, weld the joints as specified in Section 460 and in accordance with the details shown in the Plans. Re-galvanize damaged parts as specified in Section 562.

Weld aluminum structures in accordance with Section 965.

Attach electronic display signs to the supporting structure in accordance with the manufacturer's recommendations using the mounting hardware provided by the manufacturer.

**700-2.2.5 Shop Drawings:** Submit shop drawings to the Department for approval as specified in Section 5. Prior to the submittal of the shop drawings, determine the actual in-place dimensions for all sign structures on the basis of existing field conditions and include these on the shop drawings.

**700-2.3 Method of Measurement:** For single post and multi post sign assemblies, an assembly consists of all the signs mounted on a single structure. The Contract unit price per assembly for ground mounted signs (single post and multi-post), furnished and installed, will include furnishing the sign panels, support structure, foundation, hardware, and labor necessary for a complete and accepted installation.

The retroreflective sign strip will be paid for separately, and the Contract unit price per each will include furnishing the retroreflective sign strip, hardware and labor necessary for a complete and accepted installation.

For overhead signs, sign panels will be paid separately from support structures. The Contract unit price per each for sign panel, furnished and installed, will include furnishing the sign panels, hardware, and labor necessary for a complete and accepted installation. The Contract unit price for each overhead static sign structure, furnished and installed, will include furnishing the support structure, foundation, hardware, and labor necessary for a complete and accepted installation.

Relocation of signs will consist of removing the existing sign assembly and installing the sign on a new foundation at the location shown in the Plans.

When the Plans call for existing ground-mounted signs to be relocated or removed, after removing the sign panel from the assembly, remove supports and footings. Restore the area of the sign removal or relocation to the condition of the adjacent area.

**700-2.4 Basis of Payment:** Price and payment will be full compensation for all work

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specified in this Section.

Payment will be made under:

Item No. 700- 1- Single Post Sign, per Assembly. Item No. 700- 2- Multi Post Sign, per Assembly.

Item No. 700- 3- Sign Panel, per Each.

Item No. 700- 4- Overhead Static Sign Structure , per each. Item No. 700- 13 Retroreflective Sign Strip, per each.



**SECTION 705 - OBJECT MARKERS AND DELINEATORS**

**705-1 Description.**

Furnish and install object markers to mark obstructions within or adjacent to the roadway of the types and at the locations called for in the Standard Plans or in the Plans.

Furnish and install delineators along the side of the roadway to indicate the alignment of the roadway as indicated in the Standard Plans or in the Plans

**705-2 Materials.**

**705-2.1 General:** Meet the following requirements:

Object Markers and Delineators.....Section 993

Retroreflective and Nonreflective

Sign Sheeting.....Section 994

**705-2.2 Product Acceptance on the Project:** Ensure that delineators and delineator posts are listed on the Department’s Approved Product List (APL).

**705-3 Installation Requirements.**

Install delineators and object markers in accordance with the MUTCD, Standard Plans and Plans.

Place barrier delineators at a spacing of 25 feet for the first 100 feet of barrier and at 100 feet spacing thereafter. Orient barrier delineators as detailed in the Standard Plans or APL drawings.

**705-4 Method of Measurement.**

The quantity to be paid will be the number of delineators or object markers furnished, installed and accepted, with the exception of barrier delineators on new barriers, which are included in the cost of the barrier.

**705-5 Basis of Payment.**

Prices and payments will be full compensation for work specified in this Section, including the cost of labor, materials, and incidental items required to complete the work.

Payment will be made under:

Item No. 705- 10      Object Marker - each.

Item No. 705- 11      Delineator - each.

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### SECTION 706 - RAISED PAVEMENT MARKERS AND BITUMINOUS ADHESIVE

#### 706-1 Description.

Place raised pavement markers (RPMs) and adhesive, which upon installation produces a positive guidance system to supplement other reflective pavement markings.

#### 706-2 Materials.

Use only Class B markers unless otherwise shown in the Plans. Meet the requirements of Section 970.

**706-2.1 Product Acceptance on the Project:** Use only RPMs and bituminous adhesive that are listed on the Department's Approved Product List (APL). For Class F RPMs, provide a warranty assigned to the Department in accordance with Section 970.

#### 706-3 Equipment.

Use equipment having either thermostatically controlled double boiler type units utilizing heat transfer oil or thermostatically controlled electric heating pots to install hot applied bituminous adhesive. Use a melter/applicator unit suited for both melting and pumping the bituminous adhesive through heated applicator hoses.

Heat the bituminous adhesive to between 375°F and 425°F and apply directly to the bonding surface from the melter/applicator by either pumping or pouring. Maintain the application temperature between 375°F and 425°F. The bituminous adhesive may be reheated. However, do not exceed the manufacturer's recommendations for pot life at application temperatures.

#### 706-4 Application.

Install RPMs in accordance with the Plans and Standard Plans.

Apply RPMs to the bonding surface using bituminous or epoxy adhesives in accordance with the manufacturer's instructions.

For Class F RPMs, installation may include the removal of roadway surface material to recess a portion of the RPM housing.

Prior to application of adhesive, clean the portion of the bonding surface of any material which would adversely affect the adhesive.

Apply the adhesive to the bonding surface (not the RPM) so that 100% of the bonding area of the RPM will be covered, in accordance with adhesive manufacturer's recommendations. Apply sufficient adhesive to ensure that when the marker is pressed downward into the adhesive, adhesive will be forced out around the entire perimeter of the RPM.

Immediately remove excess adhesive from the bonding surface and exposed surfaces of the RPMs. Soft rags moistened with mineral spirits meeting Federal Specifications TT-T-291 or kerosene may be used to remove adhesive from exposed faces of the RPMs. Do not use any other solvent. If any adhesive, pavement marking materials or other foreign matter adheres to the traffic face of the RPM, replace the RPM at no cost to the Department.

Restore any areas impacted by the installation of Class F RPMs to original condition.

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Ensure that all final RPMs are in place prior to opening the road to traffic.

If more than 2% of the RPMs fail in adhesion or alignment within the first 45 days under traffic, replace all failed RPMs at no expense to the Department. If more than 5% of the RPMs fail in adhesion and or alignment during the initial 45 day period, the Engineer will extend the replacement period an additional 45 days from the date that all replacement RPMs have been installed. If, at the end of the additional 45 day period, more than 2% of all RPMs (initial installation and 45 day replacements combined) fail in adhesion or alignment, replace all failed RPMs at no expense to the Department.

### **706-5 Contractor's Responsibility for Notification.**

Notify the Engineer prior to the placement of RPMs. At the time of notification, submit the APL number and the batch or Lot numbers of RPMs and bituminous adhesive to be used.

### **706-6 Method of Measurement.**

The quantities to be paid for will be the number of RPMs, furnished and installed, completed and accepted.

### **706-7 Basis of Payment.**

**706-7.1 Class B RPMs:** Price and payment for Class B RPMs will not be measured or paid for separately when the item for painted pavement markings (Final Surface) is included in the proposal. Price and payment for all work and materials in this Section will be made in accordance with 710-11.2.

For projects without Final Surface Pavement Markings, price and payment for Class B RPMs will be full compensation for all work and materials in this Section.

**706-7.2 Class F RPMs:** Price and payment for Class F RPMs will be full compensation for all work and materials in this Section.

**706-7.3 Payment Items:** Payment will be made under:

Item No. 706- 1-      Raised Pavement Marker - per each.

**SECTION 711 -THERMOPLASTIC PAVEMENT MARKINGS**

**711-1 Materials.**

Apply new thermoplastic pavement markings, or refurbish existing thermoplastic pavement markings, in accordance with the Contract Documents.

**711-2 Materials.**

Use only materials listed on the Department’s Approved Product List (APL) meeting the following requirements.

Standard and Refurbishment Thermoplastic.....	
.....	971-1 and 971-5
Preformed Thermoplastic.....	971-1 and 971-6
High Friction Thermoplastic.....	971-1 and 971-10
Glass Spheres .....	971-1 and 971-2

Use sand materials meeting the requirements of 971-5.4.

The Engineer will take random samples of all material in accordance with the Department’s Sampling, Testing and Reporting Guide schedule.

**711-3 Equipment.**

Use equipment capable of providing continuous, uniform heating of the pavement marking material to temperatures exceeding 390°F, mixing and agitation of the material in the reservoir to provide a homogeneous mixture without segregation. Use equipment that will maintain the pavement marking material in a plastic state, in all mixing and conveying parts, including the line dispensing device until applied. Use equipment which can produce varying width lines and which meets the following requirements:

1. Capable of traveling at a uniform, predetermined rate of speed, both uphill and downhill, to produce a uniform application of pavement marking material and capable of following straight lines and making normal curves in a true arc.
2. Capable of applying glass spheres to the surface of the completed pavement marking by a double drop application for standard thermoplastic pavement markings and a single drop application for recapping and refurbishment thermoplastic pavement markings. The bead dispenser for the first bead drop shall be attached to the pavement marking machine in such a manner that the beads are dispensed closely behind the installed line. The second bead dispenser bead shall be attached to the pavement marking machine in such a manner that the beads are dispensed immediately after the first bead drop application. Use glass spheres dispensers equipped with an automatic cut-off control that is synchronized with the cut-off of the thermoplastic material and applies the glass spheres uniformly on the entire pavement markings surface with 50 to 60% embedment.
3. Equipped with a special kettle for uniformly heating and melting the pavement marking material. The kettle must be equipped with an automatic temperature control device and material thermometer for positive temperature control and to prevent overheating or scorching of the thermoplastic material.

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4. Meet the requirements of the National Fire Protection Association, state, and local authorities.

### **711-4 Application.**

**711-4.1 General:** Remove existing thermoplastic pavement markings using a method approved by the Engineer such that pavement surface scars or traces of the removed thermoplastic pavement markings will not conflict with new pavement markings. Do not use paint to blackout, hide, or disguise existing pavement markings.

Before applying pavement markings, remove any material that would adversely affect the bond of the pavement markings by a method approved by the Engineer.

Before applying pavement markings to any portland cement concrete surface, apply a primer, sealer, or surface preparation adhesive of the type recommended by the manufacturer. Offset longitudinal lines at least 2 inches from any longitudinal joints of portland cement concrete pavement.

Apply pavement markings to dry surfaces only, and when the ambient air and surface temperature is at least 50°F and rising for asphalt surfaces and 60°F and rising for concrete surfaces.

Apply pavement markings to the same tolerances in dimensions and in alignment specified in 710-5. When applying pavement markings over existing markings, ensure that no more than 2 inches on either end and not more than 1 inch on either side of the existing line is visible.

Apply thermoplastic material to the pavement by extrusion or other means approved by the Engineer.

When thermoplastic pavement markings are to be removed and replaced, apply new thermoplastic pavement markings prior to opening to traffic.

Conduct field tests in accordance with FM 5-541. Take test readings representative of the pavement marking performance. Remove and replace pavement markings not meeting the requirements of this Section at no additional cost to the Department.

With the exception of short-term raised rumble strips, wait at least 14 days after constructing the final asphalt surface course to place thermoplastic pavement markings. Installation of thermoplastic on concrete requires a clean, dry surface. Follow the manufacturer's recommendations for surface preparation for thermoplastic on concrete. Provide temporary pavement markings during the interim period prior to opening the road to traffic.

**711-4.1.1 Preformed Thermoplastic:** Apply markings to dry surfaces only and when ambient air temperature is at least 32°F. Prior to installation, follow the manufacturer's recommendations for pre-heating. For railroad dynamic envelopes, keep all equipment and personnel out of the foul area.

**711-4.1.2 High Friction Thermoplastic:** High friction thermoplastic may be used as an alternative to preformed thermoplastic for special emphasis crosswalk markings. Apply markings only by gravity or air pressure thermoplastic hand liners set-up with double drop bead attachments. Install markings in accordance with the manufacturer's recommendations.

### **711-4.2 Thickness:**

**711-4.2.1 Standard Thermoplastic Markings:** Apply or recap standard

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thermoplastic pavement markings for longitudinal lines to attain a minimum thickness of 0.10 inch or 100 mils and a maximum thickness 0.15 inch or 150 mils when measured above the pavement surface.

All chevrons, diagonal and transverse lines, messages, symbols, and arrows, wherever located, will have a thickness of 0.09 inch or 90 mils to 0.12 inch or 120 mils when measured above the pavement surface.

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

The Engineer will verify the thickness of the pavement markings in accordance with FM 5-541 within 30 days of receipt of the Contractor's certification.

**711-4.2.2 Refurbishment Thermoplastic Markings:** Apply a minimum of 0.06 inch or 60 mils of thermoplastic material. Ensure that the combination of the existing marking and the overlay after application of glass spheres does not exceed the maximum thickness of 0.150 inch or 150 mils for all lines.

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

The Engineer will verify the thickness of the pavement markings in accordance with FM 5-541 within 30 days of receipt of the Contractor's certification.

**711-4.2.3 Preformed Thermoplastic:** Apply 0.125 inch or 125 mils of preformed thermoplastic material. Use preformed thermoplastic for bicycle markings, shared use path markings, 24 inch markings on special emphasis crosswalks, route shields, ramp exit numbers, roundabout informational markings, railroad dynamic envelopes, white dotted lines (2'-4') with trailing black contrast, and black contrast arrows, messages, and symbols.

Measure, record and certify on Department approved form and submit to the Engineer, the thickness of the pavement markings in accordance with FM 5-541.

**711-4.2.4 High Friction Thermoplastic:** Apply lines to attain a minimum thickness of 0.09 inch or 90 mils and a maximum thickness of 0.12 inch or 120 mils, when measured above the pavement surface.

Measure, record and certify on Department approved form and submit to the Engineer, the thickness of the pavement markings in accordance with FM 5-541.

**711-4.3 Retroreflectivity:** Apply white and yellow pavement markings that will attain an initial retroreflectivity of not less than 450 mcd/lx·m<sup>2</sup> and not less than 350 mcd/lx·m<sup>2</sup>, respectively for all longitudinal lines. All chevrons, diagonal lines, stop lines, messages, symbols, and arrows will attain an initial retroreflectivity of not less than 300 mcd/lx·m<sup>2</sup> and 250 mcd/lx·m<sup>2</sup> for white and yellow respectively. All crosswalks, railroad dynamic envelopes and bicycle markings shall attain an initial retroreflectivity of not less than 275 mcd/lx·m<sup>2</sup>. Black pavement markings must have a retroreflectance of less than 5 mcd/lx m<sup>2</sup>.

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

### **711-4.4 Glass Spheres:**

**711-4.4.1 Longitudinal Lines:** For standard thermoplastic markings, apply the first drop of Type 4 or larger glass spheres immediately followed by the second drop of Type 1 glass spheres. For refurbishment thermoplastic markings, apply a single drop of Type 3 glass

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spheres. Apply reflective glass spheres to all markings at the rates determined by the manufacturer's recommendations.

**711-4.4.2 Chevrons, Diagonal and Transverse Lines, Messages, Symbols, and Arrows:** For standard or refurbishment thermoplastic markings, apply a single drop of Type 1 glass spheres. Apply retroreflective glass spheres to all markings at the rates determined by the manufacturer's recommendations.

Apply a mixture consisting of 50% glass spheres and 50% sharp silica sand to all standard thermoplastic crosswalk lines at the rates determined by the manufacturer's recommendations.

**711-4.4.3 Preformed Markings:** These markings are factory supplied with glass spheres and skid resistant material. Apply glass spheres and skid resistant material in accordance with the manufacturer's instructions.

### **711-5 Contractor's Responsibility for Notification.**

Notify the Engineer prior to the placement of the materials. At the time of notification, submit a certification to the Engineer with the APL number and the batch or Lot numbers of the thermoplastic and glass spheres to be used. Packaging labels that contain the information required by 971-1.1 will be accepted in place of a certification.

### **711-6 Protection of Newly Applied Thermoplastic Pavement Markings.**

Do not allow traffic onto or permit vehicles to cross newly applied pavement markings until they are sufficiently dry. Remove and replace any portion of the pavement markings damaged by passing traffic or from any other cause, at no additional cost to the Department.

### **711-7 Observation Period.**

Longitudinal pavement markings are subject to a 180 day observation period under normal traffic. The observation period shall begin with the satisfactory completion and acceptance of the work.

The longitudinal pavement markings shall show no signs of failure due to blistering, excessive cracking, chipping, discoloration, poor adhesion to the pavement, loss of retroreflectivity or vehicular damage. The retroreflectivity shall meet the initial requirements of 711-4.3. The Department reserves the right to check the retroreflectivity any time prior to the end of the observation period.

Replace, at no additional expense to the Department, any longitudinal pavement markings that do not perform satisfactorily under traffic during the 180 day observation period.

### **711-8 Corrections for Deficiencies.**

Recapping applies to conditions where additional pavement marking material is applied to new or refurbished pavement markings to correct a thickness deficiency. Correct deficiencies by recapping or removal and reapplication of a 1 mile section centered around the deficiency, as determined by the Engineer, at no additional cost to the Department.

### **711-9 Submittals.**

**711-9.1 Submittal Instructions:** Prepare a certification of quantities, using the Department's current approved form, for each project in the Contract. Submit the certification of quantities and daily worksheets to the Engineer. The Department will not pay for any disputed items until the Engineer approves the certification of quantities.

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**711-9.2 Contractor’s Certification of Quantities:** For all items except railroad dynamic envelope, request payment by submitting a certification of quantities no later than Twelve O clock noon Monday after the estimate cut-off date or as directed by the Engineer, based on the amount of work done or completed. Ensure the certification of quantities consists of the following:

1. Contract Number, FPID Number, Certification Number, Certification Date and the period that the certification represents.
2. The basis for arriving at the amount of the progress certification, less payments previously made and less any amount previously retained or withheld. The basis will include a detailed breakdown provided on the certification of items of payment.

### **711-10 Method of Measurement.**

**711-10.1 Certified Quantities:** The certified quantities, authorized and acceptably applied, under this Section will be paid as follows:

1. The length, in gross miles, of solid, 10’-30’ skip, 3’-9’ dotted, 6’-10’ dotted, 2’- 2’ dotted, and 2’-4’ dotted lines.
2. The length, in linear feet, of transverse lines, diagonal lines, chevrons, and parking spaces.
3. The number of pavement messages, symbols, and arrows. Each arrow is paid as a complete marking, regardless of the number of “points” or directions.
4. The area, in square feet, for removal of existing thermoplastic pavement markings acceptably removed. Payment for removal of thermoplastic pavement markings will only be made for locations where the existing pavement surface is to remain.

The gross mile measurement will be taken as the distance from the beginning of the thermoplastic line to the end of the thermoplastic line and will include the unmarked gaps for skip and dotted lines. The gross mile measurement will not include designated unmarked lengths at intersections, turn lanes, etc. Final measurement will be determined by plan dimensions or stations, subject to 9-1.3.1.

**711-10.2 Plan Quantities:** The plan quantity length, in linear feet of railroad dynamic envelope markings.

### **711-11 Basis of Payment.**

Prices and payments will be full compensation for all work specified in this Section, including, all cleaning and preparing of surfaces, furnishing of all materials, application, curing and protection of all items, protection of traffic, furnishing of all tools, machines and equipment, and all incidentals necessary to complete the work. Final payment will be withheld until all deficiencies are corrected.

Payment will be made under:

Item No. 711	Thermoplastic Pavement Markings
	Solid - per gross mile.
	Solid - per linear foot.
	Skip - per gross mile.



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Dotted - per gross mile.

Message or Symbol - each.

Arrows - each.

Yield Line - per linear foot.

Railroad Dynamic Envelope - per linear foot.

Remove - per square foot.

**SECTION 2930 - SODDING**

**PART 1: GENERAL**

**1.01 DESCRIPTION**

A. Provide sodded lawns as shown and specified. The work includes:

Soil preparation.

1. Sodding lawns, athletic fields, and other indicated areas.
2. Maintenance.

**1.02 QUALITY ASSURANCE**

A. Sod: Comply with American Sod Producers Association (ASPA) classes of sod materials.

Provide and pay for materials testing. Testing agency shall be acceptable to the Landscape Architect. Provide the following data:

1. Test representative materials samples proposed for use.
2. Soil analysis of existing conditions.
  - a. Soil pH and recommendations for correction. Ideal pH for Bahia is 5.0 - 6.5.
  - b. Nematode infestation check and recommendation for eradication.
  - c. Organic matter check and recommendation.
  - d. Starter fertilizer check and recommendations.

**1.03 SUBMITTALS**

A. Submit sod growers certification of grass species. Identify source location.

B. Submit the following material samples:

1. Topsoil.

C. Submit the following material certification:

1. Submit certificates of inspection as required by governmental authorities and manufacturers or vendors certified analysis for soil amendments, herbicides, insecticides and fertilizer materials; submit other data substantiating that materials comply with specified requirements.

D. Submit soil analysis report.

## SPECIFIC PROVISIONS – WORKMANSHIP AND MATERIALS

- E. Bidders shall furnish, with their bid, evidence in writing that they maintain a permanent place or places of business and have adequate equipment, finances, and personnel to provide the specified services. This evidence shall include, but not be limited to: a list of current contracts, their value, and a contact person with each firm; at least three references who can verify work of a similar nature done by your firm in the last three year; a list of owned and/or leased equipment available for use on this contract; a list of key personnel and a brief summary of their qualifications. Failure to provide the listed material may cause the Bidder to be deemed non-responsive. The City reserves the right to inspect the apparent low Bidder's place of business and equipment prior to contract of any bid to determine the responsibility and capability of the Bidder to perform the services. The City also reserves the right to solicit references in making judgment on the Bidder's ability to perform said services.

### **1.04 DELIVERY, STORAGE AND HANDLING**

- A. Cut, deliver and install sod within a 24-hour period.
1. Do not harvest or transport sod when moisture content may adversely affect Sod survival.
  2. Protect sod from sun, wind, and dehydration prior to installation.
  3. Do not tear, stretch, or drop sod during handling and installation.

### **1.05 PROJECT CONDITIONS**

- A. Work notification: Notify City of Tampa representative at least 7 working days prior to start of sodding operations.
- B. Protect existing utilities, paving and other facilities from damage caused by sodding operations.
- C. Perform sodding work only after planting and other work affecting ground surface has been completed.
- D. Existing soil to be amended as determined necessary from soil analysis, including: soil pH, nematode infestation, organic matter check and starter fertilizer check.
- E. Restrict traffic from lawn areas until grass is established.
- F. Provide hose and lawn watering equipment as required.
- G. The irrigation system will be installed prior to sodding. Locate, protect and maintain the irrigation system during sodding operations. Repair irrigation system components damaged during sodding operations at this contractor's expense.

### **1.06 WARRANTY**

## SPECIFIC PROVISIONS – WORKMANSHIP AND MATERIALS

- A. Provide a uniform stand of grass by watering, mowing and maintaining lawn areas until final acceptance and for a period of 90 days after acceptance. Resod areas, with specified materials, which fail to provide a uniform stand of grass until all affected areas are accepted by the City of Tampa representative.

### **PART 2: PRODUCTS**

#### **2.01 MATERIALS**

- A. Sod: An “approved” nursery grown sod composed of Argentine Bahia (*Paspalum notatum* “Argentine”).
1. Provide well-rooted, healthy sod, free of diseases, nematodes and soil borne insects. Provide sod uniform in color, leaf texture, density, and free of weeds, undesirable grasses, stones, roots, thatch, and extraneous material; viable and capable of growth and development when planted.
  2. Furnish sod machine stripped and of supplier’s standard width, length, and Thickness: Uniformly 1” to 1-1/2” thick with clean cut edges. Mow sod before stripping.
- B. Fertilizer:
1. Granular, non-burning product composed of not less than 50% organic slow acting, guaranteed analysis professional fertilizer.
    - a. Type A: Starter fertilizer containing 16% nitrogen, 4% phosphoric acid, and 8% potash by weight or similar approved composition.
    - b. Type B: Top dressing fertilizer containing 31% nitrogen, 3% phosphoric acid, and 10% potash by weight or similar approved composition.
    - c. Ground Limestone: Containing not less that 85% of total cabonates and Ground to such fineness that 50% will pass through a 100 mesh sieve and 90% will pass through a 20 mesh sieve.
- C. Stakes
1. Steel, tee shaped pins, 4” head x 8” leg.
- D. Water: Free of substance harmful to sod growth. Hoses or other methods of Transportation furnished by contractor.
- E. Topsoil: Fertile, friable, natural topsoil of loamy character, without admixture of subsoil material, reasonably free from clay lumps, coarse sand stones, plants, roots and other foreign materials with an acidity level as specified by type of sod.
1. Identify source location of topsoil.

## SPECIFIC PROVISIONS – WORKMANSHIP AND MATERIALS

2. Topsoil shall be fertilized.

### **PART 3 EXECUTION**

#### **3.01 INSPECTION**

- A. Examine finish surfaces, grades, topsoil quality, and depth.  
Do not start sodding work until unsatisfactory conditions are corrected.

#### **3.02 PREPARATION**

- A. If area to be sodded has existing grass or vegetative cover, apply a non-selective Herbicide (Round-up) to area. Wait ten (10) days before continuing with prep work.
- B. Loosen topsoil of lawn areas to minimum depth of 8". Remove stones over 1" in any dimension and sticks, roots, rubbish, and extraneous matter.
- C. Add 2" topsoil or organic material as required from organic matter check. Till into top 8" of existing soil.
- D. Grade lawn areas to smooth, free drainage and even surface with a loose, uniformly fine texture. Roll and rake, remove ridges and fill depressions as required to drain.
- E. Apply limestone at rate determined by the soil test, to adjust pH of topsoil as specified in sod type. Distribute evenly by machine and incorporate thoroughly into topsoil.
- F. Apply "Type A" fertilizer as specified by manufacturer. Apply fertilizer by mechanical rotary or drop type distributor, thoroughly and evenly incorporated with the soil to a depth of 3" by discing or other approved methods. Fertilize areas inaccessible to power equipment with hand tools and incorporate it into soil.
- G. Dampen dry soil prior to sodding.
- H. Restore prepared areas to specified condition if eroded, settled or otherwise  
Distributed after fine grading and prior to sodding.

#### **3.03 INSTALLATION**

- A. Lay sod to form a solid mass with tightly-fitted joints. Butt ends and sides of sod Strips. Do not overlay edges. Stagger strips to offset joints in adjacent courses. Remove excess sod to avoid smothering of adjacent grass. Provide sod pad top flush with adjacent curbs, sidewalks, drains and seed areas.

## SPECIFIC PROVISIONS – WORKMANSHIP AND MATERIALS

- B. Do not lay dormant sod or install sod on saturated soil.
- C. Install initial row of sod in a straight line, beginning at bottom of slopes, perpendicular to direction of the sloped area. Place subsequent rows parallel to and lightly against previously installed row.
- D. Peg sod on slopes greater than 3 to 1 to prevent slippage at a rate of 2 stakes per yd. of sod.
- E. Water sod thoroughly with a fine spray immediately after laying.
- F. Roll with light lawn roller to ensure contact with subgrade.
- G. Sod indicated areas within contract limits and areas adjoining contract limits disturbed as a result of construction operations.
- H. Top dress all seams of sodded area with specified topsoil.

### 3.04 MAINTENANCE

- A. Maintain sodded lawns for a period of at least 90 days after completion and acceptance of sodding operations.
  - B. Maintain sodded lawn areas, including watering, spot weeding, mowing, Application of herbicides, fungicides, insecticides and resodding until a full, uniform stand of grass free of weed, undesirable grass species, disease, and insects is achieved and accepted by the City of Tampa representative.
    1. Water sod thoroughly every 2 to 3 days, as required to establish proper rooting.
    2. Repair, rework, and resod all areas that have washed out or are eroded. Replace undesirable or dead areas with new sod.
    3. Mow lawn areas as soon as law top growth reaches a 3” height. Cut back to 2” height. Repeat mowing as required to maintain specified height. Not more than 40% of grass leaf shall be removed at any single mowing.
    4. Apply “Type B” fertilizer to lawns approximately 30 days after sodding at a rate specified by the manufacturer. Apply with a mechanical rotary or drop type distributor. Thoroughly water into soil.
    5. Apply herbicides as required to control weed growth or undesirable grass species.
    6. Apply fungicides and insecticides as required to control disease and insects.

## SPECIFIC PROVISIONS – WORKMANSHIP AND MATERIALS

### **3.05 ACCEPTANCE**

- A. Inspection to determine acceptance of sodded lawns will be made by the Landscape architect, upon contractor's request. Provide notification at least 5 working days before requested inspection date.
  - 1. Sodded areas will be acceptable provided all requirements, including
    - 4. maintenance, have been complied with, and a healthy, even colored viable lawn is established, free of weeds, undesirable grass species, disease, and insects.
- B. Upon acceptance contractor shall maintain area for 90 days. At the end of this period contractor shall request a final maintenance inspection for acceptance.
- C. Upon acceptance at end of maintenance period the City of Tampa will assume lawn maintenance.

### **3.06 CLEANING**

Perform cleaning during installation of the work and upon completion of the Work. Remove from site all excess materials, debris, and equipment. Repair damage resulting from sodding operations.

SPECIFIC PROVISIONS – WORKMANSHIP AND MATERIALS

**SECTION 320099 – FLEXIBLE POROUS PAVING**

**PART 1 - GENERAL**

**SOURCE**

All components, materials and compounds shall be 100% sourced and manufactured in the USA.

**EXPERIENCE**

The Flexible Porous Paving shall be supplied by a manufacturer with at least 10 years experience that can supply references for similar applications and installations in the USA.

**SUBMITTALS**

The Flexible Porous Paving manufacturer shall submit;

Submit color samples for City review and approval prior to ordering or installing the Flexible Porous Paving system

Certificates stating that materials meet or exceed the specified contract requirements.

Site handling and storage instructions.

Mixing and installation instructions.

A sample that reflects the characteristics of the material to be installed. The sample, upon approval, shall be maintained as the standard of minimum quality for all the proposed surfacing and paving work required for the project.

**INSTALLING CONTRACTOR**

The Contractor's craftsmen or crew chief, installing the Flexible Porous Paving shall attend a training webinar and an on-site installation training session conducted by the product manufacturer.

Furnish all labor, materials, tools, equipment, and incidentals required to install the Flexible Porous Paving.

Provide an adequate number of skilled workers who are trained and experienced with installing Flexible Porous Paving and are familiar with the specified contract requirements and the methods needed for its installation.

Install the crushed stone sub-base as described in the specifications and shown on the contract drawing unless the sub-base is installed/provided.

Install the Flexible Porous Paving to depth and width as described in the specifications and shown in the contract drawings.

Reduce the risk of damage to the Flexible Porous Paving surface by not allowing track vehicles (metal or rubber), forklifts (warehouse-variable reach), main lifts (booms or scissors), and/or dumpsters or roll-off containers on the surface during or following installation. Any explicit or implied warranty is voided through failure to comply with this section.

**PRODUCTS**

**BASE**

Recommended sub-base shall be either crushed stone or other material as indicated on the plans.



## SPECIFIC PROVISIONS – WORKMANSHIP AND MATERIALS

For load bearing applications, install Flexible Porous Paving over a minimum of 4” of compacted crushed concrete or crushed stone aggregate to a density of 95% minimum.

The sizing of the stone and base soil will directly represent the desired “Curve Number” (percolation rate) required.

### FLEXIBLE POROUS PAVEMENT.

Product shall be a porous pavement system supplied by a single source and resulting in a stable, permeable, ADA compliant surface.

The Flexible Porous Paving shall be composed of 50% stone aggregate and 50% chipped rubber tires by weight for trails, carts paths, sidewalks and tree surrounds. For vehicular applications, such as driveways and parking lots, the composition shall be 50% stone aggregate and 50% chipped rubber tires by volume

The Flexible Porous Paving shall be mixed with a urethane binding agent based on MDI Polyether Polyols and shall be free of extender oils to prevent leaching over time. Binders that use extender oils will not be acceptable.

The Flexible Porous Paving shall be cured and fit for use within 24 hours of installation.

The Flexible Porous Paving system shall have multiple color options.

### **EXECUTION**

#### INSTALLATION

Install Flexible Porous Paving per manufacturer instructions and in accordance with the project plans and details to a minimum depth of 1.5 inches.

The finished surface shall meet ADA requirements.

The finished surface shall match the grade of surrounding pavement and meet edges flush.

#### QUALITY ASSURANCE

The Contractor is responsible for supplying and installing a warranted material that meets, or exceeds, the manufacturer’s specifications and testing:

ASTM C 666/C/666M- Freeze-Thaw testing with no cracks or breaks through 300 cycles of testing.

Designated as “Highly Permeable” under FL DOT FM 5-565 permeability testing. Independent testing showing a perk rate of 2400 gph (40 gpm) per sq. ft. or higher. Scuff/Power Steering Resistance in accordance with ISSA TB 100 / ISSA TB 139. Accelerated Weathering using ASTM 4798.

Hamburg Loaded Wheel Testing TX DOT 242-F, must be equivalent or better than 2.3 rut depth at 8,000 cycles and full recovery within 24 hours.

Static Creep Testing TX DOT 231-F, shall be equivalent to or better than total strain +2.703% and permanent strain equal to 0.514%.

Resilient Modulus Testing in accordance with ASTM D 4123 shall be equivalent or better than 68,495 pounds.

Slip resistant and ADA compliant, in accordance with ASTM D 2047 testing.

Heat resilient to 400 degrees in accordance with ASTM D 4123 testing.

Sound absorbent, in accordance with ASTN C423-09a / E795-05 testing.

Compression tested and be able to withstand 250 psi without permanent deformation or damage.

## SPECIFIC PROVISIONS – WORKMANSHIP AND MATERIALS

Has a leachate less than 6 parts per billion and containing no organic compounds or heavy metals.

The material shall be resistant to the following elements: transmission, hydraulic, and brake fluids, gasoline, diesel, saltwater, oil, chlorine, ozone, bromine, and muriatic acid.

### PROJECT CONDITIONS

The Contractor shall provide appropriate and adequate protection to adjacent areas including but not limited to:

Protection of adjacent work space from splashing of Flexible Porous Paving materials.

Remove all stains from exposed surfaces of paving, structures, and grounds.

Remove all waste and spillage.

Provide suitable protection to assure no damage or disturbance to existing improvements or vegetation before starting work and maintain protection throughout the course of the work.

Restore and repair areas, at no additional cost to the owner, that have been damaged as a result of construction work, including existing paving on or adjacent to the site, to their original condition or repair as directed to the satisfaction of the Owner's Representative.

### WEATHER

The Flexible Porous Paving binder shall be engineered based on the geographical location of the project and climate expectations during installation.

Install the Flexible Porous Paving within temperature and humidity range as directed by manufacturer.

Store materials as directed by manufacturer including shelf-life.

Do not install Flexible Porous Paving on days with precipitation unless approved by the product manufacturer and in conformance with the product warranty.

### SAFETY AND TRAFFIC CONTROL

When construction work will interfere with existing, traffic and sidewalks the Contractor shall notify and cooperate with local authorities, and other jurisdictional organizations, and provide temporary barriers, signs, warning lights, flaggers, and other protections as required by the authorities to assure the safety of pedestrians and vehicles around the construction area and to organize the smooth flow of traffic.

### MAINTENANCE

Flexible Porous Paving installations shall be designed to operate and function trouble free with only minimal routine maintenance over the lifetime of the product.

### WARRANTY

The Flexible Porous Paving shall have a material warranty of 1 year from the date of installation.

The Manufacturers' warranty shall be issued on completion of the installation and final inspection.

**THIS COMPLETES  
THIS  
SPECIFICATIONS  
PACKAGE**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATUS OF ENVIRONMENTAL CERTIFICATION  
FOR FEDERAL PROJECT**

**Financial Management No.** 441338-2-61-01  
**FAP No.** D724-018-B  
**Title:** GREEN ARTERY SEG E - N BOULEVARD FROM SLIGH AVE TO E BIRD ST  
**Work Mix:** BIKE LANE/SIDEWALK  
**District:** FDOT District 7  
**County:** Hillsborough County  
**Project Description:**

Citywide Bicycle and Pedestrian Improvements (North Blvd, Sligh Ave to E. Bird St.) - Green ARTeRy Segment E

Improvements include -- Widen the existing sidewalk on W side of Florida Ave  
-- Provide bicycle blvd markings on River Shore Dr and Kirby St  
-- Provide Share-the-Road on North blvd  
-- Provide new 5' sidewalks on northwest side of River Shore Dr  
-- Provide new crosswalks at 3 locations.

This project is a Categorical Exclusion under 23 CFR § 771.117

- A Type 1 Categorical Exclusion per  (c) (3) or  (d) \_\_ as determined on May 14, 2024  
 A Type 2 Categorical Exclusion approved on \_\_\_\_\_

The final Environmental Document for this project was a (check one):

- A Finding of No Significant Impact under 23 CFR § 771.121 approved on \_\_\_\_\_  
 A Record of Decision under 23 CFR § 771.127 approved on \_\_\_\_\_

A re-evaluation in accordance with 23 CFR § 771.129 was (check one):

- Approved on \_\_\_\_\_  
 Not required.

Signature: Joseph A Feaster **FOR** Robin Rhinesmith  
Environmental Manager or designee

Date: May 14, 2024



The Environmental review, consultation, and other actions required by applicable federal environmental laws for this project are being, or have been, carried out by the the Florida Department of Transportation (FDOT) pursuant to 23 U.S.C. § 327 and a Memorandum of Understanding (MOU) dated May 26, 2022 and executed by the Federal Highway Administration and FDOT.

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

575-095-05c  
RIGHT OF WAY  
05/23

R/W ITEM/SEGMENT NO.:	<u>10900017</u>	MANAGING DISTRICT:	<u>Seven</u>
CONSTRUCTION ITEM/SEGMENT NO.:	<u>441338-2-58-01</u>	STATE ROAD:	<u>N/A</u>
F.A.P. NO. (Construction):	<u>D724-018-B</u>	DESCRIPTION:	<u>GREEN ARTERY SEG E -</u>
COUNTY:	<u>Hillsborough</u>		<u>N BOULEVARD FROM SLIGH AVE TO E BIRD ST</u>
LETTING DATE:	<u>July 2024</u>		

The undersigned hereby certifies as follows:

Title to all property and easements needed for the above construction project is vested in the Florida Department of Transportation (Department) or a state or local government. The Department or a state or local government has obtained sufficient authority to construct and maintain the proposed improvements on property and easements owned by state or local governments. Further:

**Acquisition**

- Right of way was not acquired for this project.
- Right of way was acquired for this project in compliance with applicable state and federal law.

**Relocation**

- No persons or businesses were required to move or move personal property from the project right of way.
- All persons and businesses that were required to move or move personal property from the project right of way have been provided relocation assistance in compliance with applicable state and federal law.

**Demolition**

- No structures or improvements, including encroachments, required removal from the project right of way.
- All structures and/or improvements, including encroachments, have been removed from the project right of way in compliance with applicable state and federal law, or will be included in the construction contract.

**Asbestos Abatement**

- No structures or improvements requiring asbestos abatement were located on the project right of way.
- Asbestos abatement of buildings and/or structures, including those to be removed by the construction contractor, has been completed in compliance with applicable state and federal law, or will be included in the construction contract.

Certified by Local Agency: Michelle VanLoan    Brandon Campbell  
 Title: Brandon Campbell, P.E. - Transportation Engineering Manager    Date: 12/5/23  
 Michelle Van Loan Real Estate Director    Date: 12/5/23

DocuSigned by: David Anthony    01/16/2024 | 3:40 PM EST  
 Acknowledged by: \_\_\_\_\_  
 Title: Right of Way Manager, FDOT District 7    Date: \_\_\_\_\_



Mobility Department  
Transportation Engineering Division

306 East Jackson Street  
Tampa, Florida 33602  
tampagov.net/tss

DATE: December 5, 2023  
TO: Pia Cormier, District 7 Utility Administrator  
FROM: Brandon Campbell, P.E., Transportation Engineering Manager  
CC: Susan DelNegro, FDOT D7 Local Programs Coordinator  
SUBJECT: **Utilities Clear**  
Agency: City of Tampa  
FM #: 441338-2-58-01  
Description: GREEN ARTERY SEG E - N BOULEVARD FROM SLIGH AVE TO E BIRD ST

This is to certify that all utility work has been completed or necessary arrangements made to undertake and complete this project as required for proper coordination with the physical construction schedule.

*Brandon Campbell*

12/5/23

Brandon Campbell, P.E., Transportation Engineering Manager

Date

**\*\*FOR FDOT UTILITY DEPARTMENT USE ONLY\*\***

DocuSigned by:

*Pia Cormier*

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District Utility Office Acknowledgement: \_\_\_\_\_


Date: 01/09/2024 | 10:48 AM EST

The above FDOT District Seven (D7) Utilities Office acknowledgement by no means alleviates the contractor of their responsibilities as written in statute 556 and contract documents.

**M E M O R A N D U M**  
**FLORIDA DEPARTMENT OF TRANSPORTATION**  
**District Environmental Permit Office, MS 7-820**

DATE: April 9, 2024

TO: Susan DelNegro, Local Programs Project Coordinator

FROM: Joel Johnson, District Environmental Permits Coordinator 

SUBJECT: No Environmental Permits Required  
FPID 441338-2-58-01 // GREEN ARTERY SEG E - N BOULEVARD FROM SLIGH  
AVE TO E BIRD ST

Attached, please find the “Final Design Memo for Environmental Permits” from the LAP entity, City of Tampa, dated December 5, 2023. The contents of the memo indicate that **no environmental permits are required** for the referenced project. The memo references four criteria supporting this conclusion. Also indicated in the memo is that an NPDES permit will be required by the contractor prior to construction.

The Florida Department of Transportation District 7, Environmental Permits Office reviewed the provided materials referenced above and the Final plans in April of 2024 and concurs with the findings of the LAP entity.

This memorandum is being issued for the referenced LAP project in lieu of a “Clear” permit certification.



Mobility Department  
Transportation Engineering Division

306 East Jackson Street  
Tampa, Florida 33602  
tampagov.net/tss

DATE: December 5, 2023  
TO: Joel Johnson, District Environmental Permit Administrator  
FROM: Brandon Campbell, P.E., Transportation Engineering Manager  
CC: Susan DelNegro, FDOT D7 Local Programs Coordinator  
SUBJECT: **Final Design Memo for Environmental Permit**  
Agency: City of Tampa – Mobility Department  
FM #: **441338-2-58-01**  
Description: **GREEN ARTERY SEG E - N BOULEVARD FROM SLIGH AVE TO E BIRD ST**

No environmental permits are required for the referenced project as:

- 1. Drainage is not being changed.
- 2. No wetlands are being impacted.
- 3. There is no encroachment into the 100-year floodplain.
- 4. No additional travel lanes are proposed.

The following “no permit required determinations” were obtained:

**N/A**

If NPDES is required, is SWPPP included in plans? **Yes** N/A

*Brandon Campbell*

Local Agency Responsible Charge: Brandon Campbell, P.E.

12/5/23

Date



# MEMORANDUM

Department of Transportation  
District Seven Public Transportation Office M.S. 7-500

DATE: January 9th, 2024

TO: Project Manager, Susan DelNegro

FROM: Kenneth Madden, District Rail Administrator

SUBJECT: Railroad Clear Certification  
FPN: 441338-2-58-01  
GREEN ARTERY SEG E - N  
BOULEVARD FROM SLIGH AVE  
TO E BIRD ST

DocuSigned by:  
*Kenneth Madden*  
99B0E5DEEFF7448...

Hillsborough County

Based on the information provided, and in concurrence with The City of Tampa, the above referenced project does not have railroad (Phase 57) involvement within its construction limits. You may consider this project to be Railroad CLEAR.

Should you need additional information, call me at 813-975-6407.

# CONTAMINATION IMPACT CERTIFICATION

The following information is based upon the contamination impact evaluation performed on this project in accordance with the procedure requirements of the Project Development and Environment Manual, Part II Chapter 20.

Financial Project No: 441338-2-58-01

- a. No potential for contamination was found.
- b. Contamination was identified; however, its location/condition has no impact to the proposed project.
- c. Contamination was identified within the project area that could/would impact the proposed project. Separate provisions have been made to remediate/mitigate identified contamination impact prior to or during construction in the affected project area. Project plans have been annotated showing details of the area of concern.

Comments:

Roadway/Project Description: Citywide Bicycle and Pedestrian Improvements (Sligh to Bird St.) - Green ARTerY Segment E)

Certification: Brandon Campbell 12/5/23  
*Brandon Campbell, P.E. – Transportation Engineering Manager*

Date: 1/10/2024

To be filed in District Project File

Marcel Goss  
Marcel Goss  
District 7 Contamination Impact Coordinator