

CONTRACT DOCUMENTS FOR THE CONSTRUCTION OF

CANNONGATE / HARPERS FERRY BLVD FROM

SUMMIT BLVD TO CANNON WAY

FEDERALIZED

PALM BEACH COUNTY, FLORIDA

PROJECT NO. 2025214

PALM BEACH COUNTY, FLORIDA

**Project Name: CANNONGATE / HARPERS FERRY BLVD
FROM SUMMIT BLVD TO CANNON WAY
- FEDERALIZED**

Project No.: 2025214

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NOTICE TO BIDDERS

NON-MANDATORY PRE-BID MEETING

Date: **Thursday February 5, 2026**

Time: **2:00 p.m.**

Location: **Engineering and Public Works Department
1st Floor Conference Room (VC-1E-58)
2300 North Jog Road
West Palm Beach, Florida, 33411-2745**

BID OPENING MEETING

Date: **Tuesday February 24, 2026**

Time: **2:00 p.m.**

Location: **Engineering and Public Works Department
3rd Floor Main Conference Room (3W-12)
2300 North Jog Road
West Palm Beach, Florida, 33411-2745**

Webex Option for **both meetings**:

<https://pbc-gov.webex.com/meet/Eng-RoadwayBids>

If there are any questions concerning these meetings, please contact:

Roadway Production Division
(561) 684-4150

ADVERTISEMENT FOR BID

Sealed Bids will be received by the Board of County Commissioners, Palm Beach County, Florida, in the Office of Palm Beach County Engineering and Public Works Department, Roadway Production Division, located at 2300 North Jog Road, Third Floor Room 3W-33, West Palm Beach, Florida, 33411-2745, up to 2:00 P.M., local time, and opened in the Third Floor Conference Room (3W-12) on **Tuesday, February 24, 2026**, for furnishing all Materials, labor, Equipment and supplies necessary for the Construction of:

**CANNONGATE / HARPERS FERRY BLVD
FROM SUMMIT BLVD TO CANNON WAY - FEDERALIZED
PALM BEACH COUNTY PROJECT NO. 2025214**

All conditions and requirements for Bid submission, consideration, and award are contained in the Contract Documents, which are posted on the following Palm Beach County web site:

<https://pbcvssp.pbc.gov/vssprd/Advantage4>

To review the Contract Documents for this project, go to the above URL and click on the project hyperlink. Contractors may then download and print the Contract Documents (Plans, Specifications, Excel Proposal Forms, check list “with required forms” and any other related documents).

Hard copy documents will be available at the Department for a non-refundable service fee of **\$50**. The Contractor shall contact Palm Beach County Roadway Production Division at (561) 684-4150 in advance to arrange for hard copies.

All Bids shall be submitted in accordance with the Bid Documents, including but not limited to the General Provision Section 2 and accompanied by the documentation referenced therein.

The NON-MANDATORY Pre-Bid Meeting will be held on Thursday, February 5, 2026 at 2:00 P.M., in the First Floor Conference Room (VC-1E-58) in the Palm Beach County Building at 2300 North Jog Road, West Palm Beach, Florida. *Webex Option* – <https://pbc-gov.webex.com/meet/Eng-RoadwayBids>. Attendance at this pre-bid meeting is not mandatory but is highly recommended and strongly encouraged. To the extent you are unable to attend the pre-bid meeting, you may request and obtain an audio recording of the meeting by contacting Palm Beach County Roadway Production Division at (561) 684-4150.

This project is funded by a Community Development Block Grant (CDBG) administered through Palm Beach County Department of Housing and Economic Development. Davis-Bacon and related acts, including wage rates, will apply to all construction work performed on this project. Palm Beach County requires the use of an online labor compliance reporting system for payroll submittal and Section 3 hours racking. Build American, Buy American Act 2 CFR Part 184 requirements apply. Section 3 requirements per 24 CFR Part 75 apply. Section 3 businesses are encouraged to bid on this project.

The Board of County Commissioners reserves the right to reject any or all Bids. By order of the Board of County Commissioners, Palm Beach County, Florida.

ATTEST:
MICHAEL A. CARUSO, CLERK OF THE CIRCUIT COURT
& COMPTROLLER

PALM BEACH COUNTY, a political
subdivision of the State of Florida, by and
through its Board of County Commissioners

DAVID RICKS, P.E., COUNTY ENGINEER

BY: Sara Baxter, Mayor

PUBLISH: PALM BEACH POST
SUNDAY: January 18, 2026
SUNDAY: January 25, 2026
SUNDAY: February 1, 2026

SUBMITTALS REQUESTED WITH BID

At a minimum, submit

One (1) original package containing the following:

(see contract documents to determine if other requirements apply)

- _____ All Proposal Pages (P pages)
- _____ Signed Contractor's Certification (last P page)
- _____ Scrutinized Companies (page SC-1)
- _____ Bid Bond forms (pages BB-1, BB-2)
- _____ with Acknowledged/Sealed Bid Bond/Power of Attorney
- _____ Certificate of Resolution (page CC-1)
- _____ Copy of Firm's Active License to Conduct Business in the State of Florida
- _____ Certification of Sublet Work (page SW-1)
- _____ FDOT Pre-Qualification Letter or Qualifications and Experience Package
(see General Provisions Section 2-1 for specific requirements)
- _____ Non-Collusion Affidavit of Prime Bidder (page SP-46)
- _____ Anti-Kickback Affidavit (page SP-47)
- _____ Certification of Eligibility of General Contractor (page SP-48)
- _____ Certification of Nonsegregated Facilities (page SP-49)
- _____ Workforce Projection (page SP-50)
- _____ Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary
Exclusion-Lower Tier Participant (page SP-51)

**Please do not staple
or permanently bind
the Bid documents.**

INSTRUCTIONS TO BIDDERS

Prospective Bidders are hereby advised that Division I of the FDOT Standard Specifications for Road and Bridge Construction FY 2024-25 (and as amended herein) (Specifications) shall serve as instructions to Bidders along with the following:

1. Addenda – Changes while Bidding
2. Pre-Bid Site Inspection and NON-MANDATORY Pre-Bid Meeting
3. Laws Affecting Public Work
4. Power of Attorney
5. VSS Registration Required
6. Posting of Bid Tabulations and Award Recommendation
7. Prohibition Against Considering Interests

1. ADDENDA – CHANGES WHILE BIDDING: No interpretation of the meaning of the Plans, Specifications or other Contract Documents will be made to any Bidder orally. Every Request for Information (RFI) is preferred to be submitted to the Director, Palm Beach County Roadway Production Division via electronic mail (e-mail) to email address:

ENG-RoadwayBids@pbc.gov

RFI's may also be mailed or faxed to the Director at the following: 2300 N. Jog Road, Suite #3W-33, West Palm Beach, Florida, 33411-2745. Fax: 561-684-4166. For the RFI to be given consideration, it must be submitted at least five (5) Working Days prior to the date and time fixed for the opening of Bids.

Any and all such interpretations and any supplemental instructions will be in the form of written Addenda to the Contract Documents which, if issued, will be posted on the following URL: <https://pbcvssp.pbc.gov/vssprd/Advantage4> up to seventy-two (72) hours prior to the date and time fixed for the opening of Bids. The exceptions to this notification period shall be that of an Addenda whose content is limited to the listing of additional approved manufacturers and substitutions, or one which contains minor clarifications or changes, which shall be issued up to 24 hours prior to the date fixed for the Contract Letting. The request for Bids may be withdrawn, or the date for receipt of Bids may be postponed, at any time prior to the bid opening.

The Bidder shall acknowledge and certify receipt of all addenda by completing the Proposal Form page. Copies of Addenda will also be made available for inspection at the Department where Bidding Documents are on file for that purpose. Failure of any Bidder to receive any such Addenda of interpretation shall not relieve any Bidder from any obligation under the Bid as submitted. All addenda so issued shall, ultimately, become part of the Contract Documents.

2. PRE-BID SITE INSPECTION AND NON-MANDATORY PRE-BID MEETING

SITE INSPECTION – Bidders may visit and inspect the Work site individually, however no Department sponsored Pre-Bid Inspection Meeting will be held for this Contract.

NON-MANDATORY PRE-BID MEETING – See Notice to Bidders.

3. LAWS AFFECTING PUBLIC WORK: Bidders shall be familiar with the various Federal, State and Local Laws affecting the prosecution of the Work. As outlined in Section 2-11 of the

INSTRUCTIONS TO BIDDERS

Specifications, Palm Beach County (County) Administrative Code Section 305.02 & 402.00, and the Purchasing Ordinance (Palm Beach County Code, Chapter 2, Article III, Division 2, Part A), the County is responsible to assure the qualifications of any or all prospective Contractors.

4. POWER OF ATTORNEY: Attorneys-in-fact who sign Proposal Guaranties and Contract Bonds must file with such bond a certified copy of their power of attorney to sign said bonds.

5. VSS REGISTRATION REQUIRED: Prior to Contract award or renewal (Award), Contractor must register in the County's Vendor Self Service (VSS) at <https://pbcvssp.pbc.gov/vssprd/Advantage4>. If Contractor intends to use subcontractors, Contractor must also ensure that all subcontractors are registered as vendors in VSS prior to Contract Award. All subcontractor agreements must include a contractual provision requiring that the subcontractor register in VSS. County will not finalize Contract Award until Contractor has certified that the Contractor and all of its subcontractors are registered in VSS.

6. POSTING OF BID TABULATIONS AND AWARD RECOMMENDATION: Bid tabulations and Notification from Owner, with recommended awards, will be posted at the location where bids were opened, for review by interested parties prior to submission through the appropriate approval process to the Board of County Commissioners for approval of award, and will remain posted for a period of five (5) business days. After posting, any actual or prospective bidder or proposer who is aggrieved in connection with the pending award or other element of the process leading to the award of a contract may protest to the Director of Procurement. The protest shall be submitted within five (5) business days after posting of the award recommendation. The protest must be in writing and must identify the protestor and the solicitation and shall include a factual summary of the basis of the protest and shall include a protest bond in the amount of: (1) one thousand five hundred dollars (\$1,500.00) for solicitations less than one million dollars (\$1,000,000.00); (2) three thousand dollars (\$3,000.00) for solicitations one million dollars (\$1,000,000.00) to less than five million dollars (\$5,000,000.00); or (3) five thousand dollars (\$5,000.00) for solicitations five million dollars (\$5,000,000.00) or greater, which bond shall be remitted in the form of a money order, certified check, a cashier's check, or a bank check payable to Palm Beach County. Such protest is considered filed when it is received and date/time stamped by the Department of Procurement. The date/time stamp of the Procurement Department shall control when determining whether the protest was received by the Director of Procurement within the time frame specified for the notice of protest. Neither the Director of Procurement nor a special master shall consider any issue not submitted in writing within the time frame specified for the notice of protest. Please refer to Section 2-55, Palm Beach County Code, for more information on the County's protest process.

7. PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING - F.S. 287.05701: Bidders are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the County will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the County's governing body may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

SPECIAL PROVISIONS

General and Project Specific

- | | |
|---|--|
| 1. Commercial Non-Discrimination | 33. Storm Sewer System Pipe Plugs |
| 2. Palm Beach County Office of the Inspector General | 34. Final Pipe Inspection |
| 3. Public Entity Crimes | 35. Video Report |
| 4. Chapter 119, F.S. Public Records | 36. Gravity Wall Construction |
| 5. Subletting or Assigning Contracts | 37. Irrigation System within Restoration Agreement Areas |
| 6. Non-Collusion | 38. Color Treated and Stamped Concrete |
| 7. Conflict of Interest | 39. Engraving of Curb Face |
| 8. E-Verify | 40. Guardrail and Special Safety Pipe Rail |
| 9. Counterparts | 41. Planting Standards |
| 10. Bond Waiver Program | 42. Project Mowing Service |
| 11. Additional Insured Parties | 43. Resetting Fence |
| 12. Use of Patented Processes, Etc. | 44. Record Drawings (Roadway) |
| 13. Work Progress Schedule | 45. Record Drawings and Documents (Bridge) |
| 14. Contract Time (when Project Includes Final Pavement Markings) | 46. Dynamic Load Test Support |
| 15. Daily Reports | 47. Project Videos and Photographs |
| 16. Price/Delivery/Acceptance | 48. Waiver of Jury Trial |
| 17. Partial Payments | 49. Law and Venue; Remedies |
| 18. Local Gov't Prompt Payment Act | 50. Detail for Installation of Median Irrigation Sleeves |
| 19. Basis of Payment | 51. Supplemental Concrete at Drainage Structure Top Detail |
| 20. Limits of Construction | 52. Excavation Around Signal Poles |
| 21. Restoration Agreements | 53. Liquid Asphalt Calculation Form |
| 22. Permit Completion Certifications | 54. Foreign Gifts and Contracts |
| 23. Impacts to Bus Operations | 55. Human Trafficking Affidavit |
| 24. Regulated Substance Use Requirements | 56. Utilities Contacts |
| 25. Unit Prices | 57. Maintenance of Traffic |
| 26. Contingent Items | 58. Temp. Pavement Markings |
| 27. Clearing and Grubbing | 59. School Zone |
| 28. Subsoil Excavation | 60. NPDES Compliance |
| 29. Embankment | 61. CDBG Clause |
| 30. Premium for Conflict Conditions | 62. BABA Clause |
| 31. Pipe Culverts | 63. Section 3 Clause |
| 32. Pipe Culverts (Storm Sewer Pumping and Cleaning) | |

Federal Requirements

- | | |
|-------------------------------|-------------------------------------|
| 1. General Requirements | • Section 3 Clause |
| 2. Bid Forms | • Work Times |
| 3. Award Forms | • Lead-Based Paint |
| 4. Reports | • Clean Air and Water Acts |
| 5. Davis-Bacon & Related Acts | • Buy America Preference |
| • Public Entity Crimes | • Forms |
| • Section 109 Act | • Labor Compliance Reporting System |
| • Bonding Requirements | • Davis-Bacon |
| • Non-Discrimination | • HUD 4010 |
| • Title VI | • Davis-Bacon Wage Rates |

SPECIAL PROVISIONS

1. COMMERCIAL NON-DISCRIMINATION: The County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2025-0748, as may be amended, the Contractor warrants and represent that throughout the term of the Contract, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

The Contractor represents and warrants that it will comply with the County's Commercial Nondiscrimination Policy described in Resolution R2025-0748, as amended. As part of such compliance, the Contractor shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the Contractor retaliate against any person for reporting instances of such discrimination. The Contractor shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the County's relevant marketplace in Palm Beach County. The Contractor understands and agrees that a material violation of this clause shall be considered a material breach of any resulting contract and may result in termination of the contract, disqualification or debarment of the Contractor from participating in County contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

All subcontractor agreements shall include this commercial non-discrimination clause.

2. PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL: Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 – 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed Department contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Contractor, its officers, agents, employees, and lobbyists in order to ensure compliance with Contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 – 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

3. PUBLIC ENTITY CRIMES: In accordance with F.S. 287.133 (2) (a), persons and affiliates who have been placed on the convicted vendor list may not submit Bids, Contract with, or perform work (as a contractor, supplier, subcontractor or consultant) with any public entity (i.e. Palm Beach County) in excess of Twenty five Thousand dollars (or such other amount as may be hereafter established by the Florida Division of Purchasing in accordance with F.S. 287.017) for a period of 36 months from the date of being placed on the convicted vendor list.

SPECIAL PROVISIONS

As provided in F.S. 287.132-133, by entering into this Contract or performing any Work in furtherance hereof, the Contractor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287-133(3)(a).

The Contractor, Contractor's employees, or subcontractors of Contractor and employees of subcontractors shall comply with Palm Beach County Code, Section 2-371 - 2-377, the Palm Beach County Criminal History Records Check Ordinance (Ordinance), for unescorted access to critical facilities (Critical Facilities) or criminal justice information facilities (CJI Facilities) as identified in Resolutions R2013-1470, R2015-0572 and R2024-0549, as amended. The Contractor is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the Contractor acknowledges that its Contract price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the Department.

This Contract may include sites and/or buildings which have been designated as either "critical facilities" or "criminal justice information facilities" pursuant to the Ordinance and above referenced Resolutions, as amended. Department staff representing the Department will contact the Contractor(s) and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The Contractor shall make every effort to collect the badges of its employees and its subcontractors' employees upon conclusion of the Contract and return them to the Department. If the Contractor or its subcontractor(s) terminates an employee who has been issued a badge, the Contractor must notify the Department within two (2) hours. At the time of termination, the Contractor shall retrieve the badge and shall return it to the Department in a timely manner.

The Department reserves the right to suspend the Contractor if the Contractor 1) does not comply with the requirements of County Code Section 2-371 - 2-377, as amended; 2) does not contact the Department regarding a terminated Contractor employee or subcontractor employee within the stated time; or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

4. CHAPTER 119, F.S. PUBLIC RECORDS

Notwithstanding anything contained herein, as provided under Section 119.070 I, F.S., if the Contractor: (i) provides a service; and (ii) acts on behalf of the Department as provided under Section 119.011(2) F.S., the Contractor shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The Contractor is specifically required to:

1. Keep and maintain public records required by the Department to perform services as provided under this Contract.
2. Upon request from the Department's Custodian of Public Records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in

SPECIAL PROVISIONS

Chapter 119 or as otherwise provided by law. The Contractor further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.

3. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract, if the Contractor does not transfer the records to the public agency.
4. Upon completion of the Contract the Contractor shall transfer, at no cost to the Department, all public records in possession of the Contractor unless notified by the Department's representative/liaison, on behalf of the Department's Custodian of Public Records, to keep and maintain public records required by the Department to perform the service. If the Contractor transfers all public records to the Department upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically by the Contractor must be provided to the Department, upon request of the Department's Custodian of Public Records, in a format that is compatible with the information technology systems of the Department, at no cost to the Department.

Failure of the Contractor to comply with the requirements of this Article shall be a material breach of this Contract. The Department shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. Contractor acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of State law applicable to public records not specifically set forth herein.

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

**Records Request, Palm Beach County Public Affairs Dept.
301 N. Olive Avenue
West Palm Beach, FL 33401
By email at: RECORDSREQUEST@PBC.GOV
Or by Telephone at: 561-355-6680**

5. SUBLETTING OR ASSIGNING CONTRACTS: All awards will be made with the understanding that the Work awarded will be performed by the Contractor to whom the award is

SPECIAL PROVISIONS

made, with the assistance of workers, under the Contractor's immediate supervision, and the Contract shall not be sublet, conveyed, transferred or assigned to another Contractor except with the consent of the Department. In no event will the Contractor be released from responsibility. Contractor shall perform not less than 40% of the total Contract amount with its own organization.

6. NON-COLLUSION: Bidder certifies that this Bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a Bid for the same Materials, services, supplies, or Equipment and is in all respects fair and without collusion or fraud. Conviction for the commission of any fraud or act of collusion in connection with any sale, bid, quotation, proposal or other act incident to doing business with Palm Beach County may result in permanent debarment.

No premiums, rebates or gratuities permitted; either with, prior to or after any delivery of material or provision of services. Any such violation may result in award cancellation, return of Materials, discontinuation of services, removal from the vendor bid list(s), and/or debarment or suspension from doing business with Palm Beach County.

7. CONFLICT OF INTEREST: The award is subject to the provisions of the applicable Federal laws, rules and regulations, the Florida Statutes and the Department's ordinances and resolutions. All Bidders must disclose with their Bid the name of any officer, director, or agent of their firm who is also an employee of the Department.

The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes, and the Palm Beach County Code of Ethics. The Contractor further represents that no person having any such conflict of interest shall be employed for said performance of services.

The Contractor shall promptly notify the Department's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the Contractor's judgement or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of Work that the Contractor may undertake and request an opinion of the Department as to whether the association, interest or circumstance would, in the opinion of the Department, constitute a conflict of interest if entered into by the Contractor. The Department agrees to notify the Contractor of its opinion by certified mail within thirty (30) days of receipt of notification by the Contractor. If, in the opinion of the Department, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Contractor, the Department shall so state in the notification and the Contractor shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the Department by the Contractor under the terms of this Contract.

Further, all Bidders must disclose the name of any Department employee who owns, directly or indirectly, an interest of ten percent or more in the Bidder's firm or any of its branches.

SPECIAL PROVISIONS

8. E-VERIFY: Contractor warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of Contractor's subcontractors performing the duties and obligations of this Contract are registered with the E-Verify System, and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

Contractor shall obtain from each of its subcontractors an affidavit stating that the subcontractors does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. Contractor shall maintain a copy of any such affidavit from a subcontractors for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Contract which requires a longer retention period.

The Department shall terminate this Contract if it has a good faith belief that Contractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If the Department has a good faith belief that Contractor's subcontractors has knowingly violated section 448.09(1), Florida Statutes, as may be amended, the Department shall notify Contractor to terminate its contract with the subcontractors and Contractor shall immediately terminate its contract with the subcontractors. If the Department terminates this Contract pursuant to the above, Contractor shall be barred from being awarded a future contract by the Department for a period of one (1) year from the date on which this Contract was terminated. In the event of such contract termination, Contractor shall also be liable for any additional costs incurred by the Department as a result of the termination.

9. COUNTERPARTS: This Contract, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same Contract. The Department may execute the Contract through electronic or manual means. Contractor shall execute by manual means only, unless the Department provides otherwise.

10. BOND WAIVER PROGRAM: A Bid Bond is not required for bids of less than \$50,000 and will be waived for all other bids of less than \$200,000 if the Bidder is going to participate in the Bond Waiver Program, provided that the Bidder complies with Palm Beach County Resolution R89-1178 and with Palm Beach County Policies and Procedures relative to the Bond Waiver Program (CW-F-016). For bids with values between \$50,000 and \$200,000, the Bidder must complete an affidavit entitled "Intent to Participate in Bond Waiver Program Bid Affidavit" or provide a Bid Bond. Failure to provide a Bid Bond or complete and return this affidavit with the Bid shall result in rejection of the Bid. For all contracts less than \$200,000, the Public Construction Bond will be waived as well, provided that the Bidder complies with Palm Beach County Resolution R89-1178 and with Palm Beach County Policies and Procedures relative to the Bond Waiver Program (CW-F-016). Copies of the requirements of the Bond Waiver Program (CW-F-016) can be found at the following website: <http://discover.pbcgov.org/PDF/PPM/Index.pdf>. The forms for the Bond Waiver Program can be found at <http://discover.pbcgov.org/engineering/roadwayproduction/Pages/Bid-Documents.aspx> and at the end of this section.

SPECIAL PROVISIONS

INTENT TO PARTICIPATE IN BOND WAIVER PROGRAM BID AFFIDAVIT

Project Number: _____

If the Contractor intends on participating in the Bond Waiver Program, this form must be completed in its entirety and returned with the Contractor's Bid.

FAILURE TO COMPLETE THIS FORM OR INCLUDE A BID BOND FOR PROJECTS WITH VALUES BETWEEN \$50,000 AND \$200,000, SHALL RESULT IN REJECTION OF THE BID.

_____ (Bidder) hereby states that it intends on participating in the Bond Waiver Program as described in Palm Beach County Resolution R89-1178 and Palm Beach County Policies and Procedures.

Contractor Signature

Title

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20_____, by _____ (name) as _____ (title) for _____ (firm), on behalf of the (choose one) corporation / company / partnership, who is ☐ personally known to me or has produced _____ (type of identification) as identification.

Notary Signature

Notary Public, State of _____

(Stamp/Seal)

Print Notary Name

Commission Number

My Commission Expires _____

SPECIAL PROVISIONS

11. ADDITIONAL INSURED PARTIES: The Contractor performing the construction for Palm Beach County (County) shall be required to carry and furnish insurance coverage, in accordance with General Provision Section 7-13, “Insurance Required”, naming County as additional insured on the Certificate of Insurance Form(s), which shall reference the Project Limits and the Project Number, and shall read: “Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents”.

Where the limits of Work for this Department project impact the rights-of-way of other agencies (e.g., Florida Department of Transportation (FDOT); South Florida Water Management District (SFWMD); Lake Worth Drainage District (LWDD); and other agencies as applicable), said parties shall also be named as “ADDITIONAL INSURED”, either on the same form or on separate forms.

The Contractor shall coordinate all Work within the rights-of-way and air rights-of-way, as they apply, through the Engineer. Also, the Contractor shall notify the County and the agencies, as required in the Contract Documents or within a reasonable time frame prior to the start of any Work within said Right-of-Way, to allow for appropriate accommodations by the agencies.

12. USE OF PATENTED PROCESSES, ETC.: The basis on which a Contract will be awarded will be the bid prices. Prices shall include all charges for the use of patent processes, Materials or methods, and for all other similar incidental charges not expressly provided for in these Contract Documents.

13. WORK PROGRESS SCHEDULE: At the Pre-Construction Conference Meeting, the Contractor shall provide the Department with a Work progress schedule. This schedule shall be in the format of a bar graph, or as otherwise approved by the Department, showing the time allotted for each of the items in the Proposal Form. This schedule shall specifically depict all hauling activity to be performed by an SBE subcontractor. The total time of the schedule shall be the Contract Time. This schedule will be reviewed by the Department prior to the start of construction. This schedule will become part of the Contract Documents.

14. CONTRACT TIME (WHEN PROJECT INCLUDES FINAL PAVEMENT MARKINGS): When the Contract includes friction course and placement of final pavements markings, all Work (except final pavement markings) shall be completed within the specified Contract Time (see P Pages) and 120 additional Contract Calendar Days will be allowed for pavement cure and placement of final pavement markings. Liquidated Damages in accordance with Section 8-10.2 shall apply to the specified Contract Time and also to the additional 120 Calendar Days allowed to complete final pavement markings.

15. DAILY REPORTS: The Contractor shall keep daily reports of all personnel and Equipment on the project for review by the Department for the entire Contract Time.

16. PRICE/DELIVERY/ACCEPTANCE: Price quoted must be the price for new merchandise and free from defects. Any Bids containing modifying or “escalator” clauses will not be considered unless specifically requested in the Bid Specifications.

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Deliveries of all items shall be made as soon as possible. **Deliveries resulting from this Bid are to be made during the normal working hours of the Department.** Time is of the essence and the Bidder's delivery date must be specified and adhered to. Should the Bidder, to whom the order or Contract is awarded, fail to deliver on or before his/her stated date, the Department reserves the right to **CANCEL** the order or Contract and make the purchase elsewhere. The successful Bidder(s) shall be responsible for making any and all claims against carriers for missing or damaged items.

Delivered items will not be considered "accepted" until authorized agent for the Department has, by inspection or test of such items, determined that they fully comply with Specifications.

The Board of County Commissioners may return, for full credit, any item(s) received which fail to meet the Department's performance standards.

17. PARTIAL PAYMENTS: Unless otherwise specified, partial payments for lump sum items shall be based upon the percent of Work completed on the items, except for Maintenance of Traffic, which shall be paid on the basis of the percent of the total project completed.

18. LOCAL GOVERNMENT PROMPT PAYMENT ACT: In accordance with the Local Government Prompt Payment Act (F.S. 218.70, *et seq*), the Contractor is hereby notified of the following:

1. The Contractor will be notified at the Pre Construction Meeting the manner in which pay requests are to be prepared and directed to the Department. For a pay request to be deemed acceptable, the Contractor must provide the following:

Pay Request No. 1

Pay Request No. 2 and all others following, but not including the Final

- Disbursement of Previous Periodic Payments to Subcontractors
2. If the pay request and support data are not approved, the Contractor is required to submit new, revised or missing information according to the Department's instructions. Otherwise, the Contractor shall prepare and submit to Department an invoice in accordance with the estimate, as approved. In the event any dispute with respect to any payment or pay request cannot be resolved between the Contractor and the Department, Contractor shall, in accordance with the alternative dispute resolution requirements of Florida Statute section 218.76, demand in writing a meeting with and review by the County Engineer. In place of the County Engineer, the Deputy County Engineer may conduct the meeting and review. Such meeting and review shall occur within forty-five (45) Working Days of receipt by the Department of Contractor's written demand. The County Engineer, or Deputy County Engineer, shall issue a written decision on the dispute within fifteen (15) Working Days of such meeting. This decision shall be deemed the Department's final decision for the purposes of the Local Government Prompt Payment Act.

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Contractor must remit undisputed payment due for labor, services, or materials furnished by subcontractors and suppliers hired by the Contractor, within 10 days after the Contractor's receipt of payment from the Department, pursuant to Section 218.70 et seq., Florida Statutes. Contractor shall provide subcontractors and suppliers hired by Contractor with a written notice of disputed invoice within 5 business days after receipt of invoice which clearly states the reasons for the disputed invoice.

3. A single list of items (Punch List) required to render the Work complete, satisfactory, and acceptable will be prepared by the Department. Within 10 business days of the creation of the Punch List in accordance with GP 5-10.2, Contractor shall submit a payment request for the remaining Contract balance, including all retainage previously withheld by the County, less an amount equal to 150 percent of the estimated cost to complete the items on the Punch List (Punch List Retainer Amount), as provided by the Prompt Payment Act. The payment request shall include documentation that the following have been completed:

1. Disbursement of Previous Periodic Payments to Subcontractors
2. Disbursement of Final Payment to Subcontractors
3. Form 1
4. Form 2 including Bonding Affidavit
5. Record of Construction Materials Affidavit
6. Release and Concurrence of Final Payment Amount
7. Form of Guarantee

Within 20 business days of creation of the Punch List, County shall pay the Contractor the remaining Contract balance, less the Punch List Retainer Amount and less any amounts subject to a good faith dispute, per Section 218.735 (8)(c). If the Contractor has not provided all of the documentation required in SP 18, the County shall pay only the retainage previously withheld by the County, less the Punch List Retainer Amount, and less any amounts subject to a good faith dispute.

19. BASIS OF PAYMENT: Payment will be based on field measured quantities. No additional payment will be made for any Work which exceeds that called for in the Contract Documents.

20. LIMITS OF CONSTRUCTION: The Contractor shall confine the construction of the Roadway within the limits of the right of way unless the right of entry to adjacent properties has been acquired by the Department at the time of construction.

21. RESTORATION AGREEMENTS: Contractor is hereby notified that any construction performed within Restoration Agreement (RA) areas shall be restored to a condition similar or equal to that existing before such construction occurred, at no expense to the Department. Prior to disturbing the Restoration Agreement area, the Contractor shall stake the RA limits, locate/document all improvements within the area, and submit this information to the Department, prior to starting construction. Upon completion of the construction, the Engineer, together with the Contractor, shall conduct an inspection of the area to confirm that all improvements have been appropriately restored. Payment for all Work to complete the item shall be incidental to the cost of the Project.

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22. PERMIT COMPLETION CERTIFICATIONS: The Contractor is advised that this Contract includes completing and executing all Construction Completion/Construction Certifications as required by each permit included in the PER section of the Contract Documents.

The Contractor is responsible for retaining the services of a Professional Engineer, registered in the State of Florida and qualified in the field of the required Work, to inspect the Work related to Permit(s), and certify in accordance with the instructions of each permit.

The Contractor shall submit two (2) originals of the completed and executed form to the Department, along with the required “As-Built” information (to be obtained by the Contractor).

All costs associated with Permit Compliance Certifications, including obtaining and depicting “As-built” information are incidental to the Contract.

23. CONSTRUCTION IMPACTS TO BUS OPERATIONS: Public Works and private development construction activities often impact Palm Tran bus operations and bus stops. Timely communication and coordination with Palm Tran and other affected transit agencies during preliminary project.

Planning is essential in order to prevent potential conflicts. Contractors should make every effort to schedule their Work to minimize impacts and the duration of impacts to transit operations and riders.

Contractors should provide Palm Tran with the name and telephone contact of their construction managers prior to the commencement of all construction projects affecting bus stops or impacting bus routes.

- Contact Palm Tran for coordination and review requirements (561 841-4246, 561 841-4223, or 561 841-4224).
- Maintenance of rider access to and from bus stops during construction is desirable. This issue should be discussed at the Pre-Construction Meeting.
- All Work shall conform to the requirements of the Americans with Disabilities Act (ADA), including provisions for temporary access to and from bus stops.
- If necessary, the Contractor shall work with Palm Tran to establish an approved temporary bus stop location.
- Contractor shall notify Palm Tran through Palm Beach County Construction Coordination Division at least 10 Working Days (2 weeks) in advance of the start of construction, modification of construction effort with transit impacts, and construction completion, so that Palm Tran can advise its riders.
- Contractor may not remove any bus stop signs, transit shelters, transit benches, or other related transit infrastructure without prior Palm Tran authorization. Contractor may be asked to remove existing bus stop signage or install temporary and permanent bus stop signage.

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Typically, Palm Tran will make arrangements to remove all other transit infrastructure. If Palm Tran does not remove their facilities in a timely manner, these facilities may become part of the clearing and grubbing.

- Contractor is responsible for construction of an approved ADA accessible access to and from bus stop boarding and alighting areas, when called for in the Plans.
- The cost for the above is incidental to the project.

24. REGULATED SUBSTANCE USE REQUIREMENTS

“Best Management Practices” for the Construction Industry

- A. The Contractor shall be responsible for assuring that each contractor or subcontractor evaluates each site before construction is initiated to determine if any site conditions may post particular problems for the handling of any Regulated Substances. For instance, handling Regulated Substances in the proximity of water bodies or wetlands may be improper.
- B. If any regulated substances are stored on the construction site during the construction process, they shall be stored in a location and manner which will minimize any possible risk of release to the environment. Any Regulated Substances shall have constructed below it an impervious containment system constructed of Materials of sufficient thickness, density and composition that will prevent the discharge to the land, groundwater, or surface waters, or any pollutant which may emanate from said storage container or containers. Each containment system shall be able to contain 150% of the contents of all storage containers above the containment system.
- C. Each contractor shall familiarize themselves with the manufacturer’s safety data sheet supplied with each material containing a Regulated Substance and shall be familiar with procedures required to contain and clean up any releases of the Regulated Substance. Any tools or Equipment necessary to accomplish same shall be available in case of a release.
- D. Upon completion of construction, all unused and waste Regulated Substance and containment systems shall be removed from the construction site by the responsible contractor and shall be disposed of in a proper manner as prescribed by law.

25. UNIT PRICES: The Contractor is advised that the Contract is a unit price contract. As such, the Bidder shall include all labor, Materials, transportation, Equipment, fuel, and all other items necessary to complete the item of Work, in the unit price for the item. All items incidental to or necessary for the completion of the bid item shall be included in the unit price for the item.

The Contractor shall also comply with to Section 9-3.1 in relation to unit prices.

26. CONTINGENT ITEMS: The Contractor shall not use contingent items to meet the SBD goal(s) participation for the Contract. The SBE participation goals established for the Contract, as specified in the Instructions to Bidders, shall include all pay items for the project, less the

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contingency items. The use of contingent pay items shall only increase the SBE participation of the Contract, over and above the required goals achieved by use of regular pay items.

27. CLEARING AND GRUBBING: The Contractor is required to notify the owner of any fences, irrigation systems, or any items that lie within the Right-of-Way, to give them the courtesy to remove them before construction. The Contractor shall replace fences, shrubbery, sod, trees and other vegetation within the limits of construction and outside the Right-of-Way to their original condition, unless otherwise directed by the Engineer. Cost of which is incidental to construction. All Work associated with the re-establishment and/or temporary relocation of mailboxes shall be done in accordance with Index no. 532 of the current FDOT Roadway and Traffic Design Standards. Specific attention should be directed to coordination with the local postmaster. Payment for all Work required to establish each mailbox in the temporary and/or final location, including any material required to construct the mailbox to current standards, shall be included in the cost of clearing and grubbing, unless the Contract includes a pay item for the Work.

28. SUBSOIL EXCAVATION: Where muck, rock, clay, or other material within the limits of the Roadway is unsuitable in its original position, excavate such material to the cross-sections shown in the Plans or indicated by the Engineer, and backfill with suitable material. Shape backfill material to the required cross-sections. Where the removal of plastic soils below the finished earthwork grade is required, meet a construction tolerance, from the lines shown in the Plans as the removal limits, of ± 0.2 feet in depth and ± 6 inches (each side) in width. Final payment for the Subsoil Excavation, CY will be based on initial and final cross sections, and signed and sealed quantity computations which are to be prepared by a Professional Land Surveyor or Professional Engineer licensed in the State of Florida, and submitted to the Department for acceptance. Initial cross sections shall be taken at 50 foot intervals, or as otherwise directed by the Engineer. When the excavation of unsuitable material is completed to satisfy field conditions, and verified as such by the Engineer, final cross sections shall be taken at 50 foot intervals, or as otherwise directed by the Engineer. The cross sections shall show elevations at the appropriate break points and shall be plotted. Quantity computations shall be prepared (using the Average End Area Method), and submitted to the Engineer for acceptance. The Contractor is advised that no compensation will be made for excavation below the depth required to satisfactorily remove the unsuitable material. The cost for the cross sections and computations shall be incidental to the pay item, Subsoil Excavation, CY. Subsoil Excavation, CY, shall include the cost of embankment to replace the excavated subsoil, labor, Materials, Equipment, fuel, transportation and other related Work to complete the pay item.

29. EMBANKMENT: The quantity will be at the plan quantity compacted in place. Where payment for embankment is not to be included in the payment for the excavation, and is to be paid for on a cubic yard basis for the item of Embankment, the plan quantities to be paid for will be calculated by the method of average end areas unless the Engineer determines that another method of calculation will provide a more accurate result. The measurement will include only material actually placed above the original ground line, within the lines and grades indicated in the Plans or directed by the Engineer. The length used in the computations will be the station-to-station length actually constructed. The original ground line used in the computations will be as determined prior to placing of embankment, and no allowance will be made for subsidence of material below the surface of the original ground. In no case will payment be made for material allowed to run out of the embankment on a flatter slope than indicated on the cross-section. The

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Contractor shall make his own estimate on the volume of material actually required to obtain the compacted in-place pay section.

30. PREMIUM FOR CONFLICT CONDITION: The pay item is included for use when conflicts are encountered:

“Premium for Conflict Condition” - when pay items for regular inlet/manhole structures are specified in the Proposal, and it becomes necessary to construct a ‘conflict structure’, the Contractor shall provide a unit price cost (premium) to cover the additional Work necessary to convert the regular inlet / manhole structure into a conflict structure.

The above item shall be paid for on an ‘EACH’ basis and shall include the cost of all labor, Materials, Equipment, fuel, transportation, and other items necessary to complete the Work.

31. PIPE CULVERTS

1. For pipe Culverts not within the scope of a FDOT Permit or Construction Agreement, proposed pipe material and size shall meet FDOT Specifications, but is limited to:

- Reinforced Concrete
- High Density Polyethylene except:
 - Not permitted under Thoroughfare Roadway pavement.
 - Not permitted under pavement of Roadways providing immediate access to coastal islands.
 - Not permitted within the confines of a mechanically stabilized earth (MSE) wall.
 - Not permitted in locations where failure would jeopardize buildings adjacent to the Right-of-Way.
 - The above restrictions include pipe locations taking into consideration the angle of repose of soil under any structure or the proposed pavement, including planned future widening.
- A-2000 Polyvinyl-chloride, except:
 - Not permitted where the pipe will be exposed to direct sunlight.
 - Not permitted when the manufacture date of the pipe to be installed exceeds 2 years.
- Corrugated Polypropylene.

Corrugated metal pipe may only be used as the last segment of pipe before discharging into a lake or canal when called for on the Plans.

Pipe diameter must match or exceed sizes shown in Plans; equivalent larger size pipes may be required if proposed pipe n value exceeds 0.012. Contractor to supply the required certified testing and computations for pipe life (see FDOT Drainage Manual). All pipe Culverts provided must meet or exceed 100 year design service life.

2. For pipe Culverts within the scope of a FDOT Permit or Construction Agreement, proposed pipe material and size are limited to pipes approved by FDOT, except non-reinforced concrete pipe shall not be used. Pipe diameter must match or exceed sizes shown in Plans; equivalent larger size pipes may be required if proposed pipe n value exceeds 0.012. Contractor to supply

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the required certified testing and computations for pipe life (see FDOT Drainage Manual). All pipe Culverts provided must meet or exceed 100-year design service life.

32. PIPE CULVERTS (STORM SEWER PUMPING AND CLEANING)

New Storm Sewer System

The Contractor is advised that this Contract includes “pumping-down” and “cleaning” of the new storm sewer system(s), as directed by the Engineer. The Contractor shall include the cost of all labor, Materials, Equipment, transportation, fuel and all other items necessary to complete the “pumping-down” and “cleaning” of the new system(s). The Contractor shall remove the water from the system(s) to allow for visual inspections for leaks, deficiencies and lamping. When directed by the Engineer, the Contractor shall make all the necessary repairs to the new storm sewer system(s)

Payment for this Work on the new storm sewer system(s) shall be incidental to the pay item for the pipe.

Existing Storm Sewer System

Also included as a pay item is “pumping-down” of the “**existing**” storm sewer system(s) (to the lake/canal outfall point, or as directed by the Engineer), and shall be paid on a lineal foot basis under the pay item(s):

- “Storm Sewer Pumping” (Exist.) (24” or less),
- “Storm Sewer Pumping” (Exist.) (>24” to 48”),
- “Storm Sewer Pumping” (Exist.) (>48”)

The item(s) shall also include all costs associated with the removal of the water from the system(s) for visual inspection of leaks, deficiencies and/or lamping.

“**Cleaning**” of the existing storm system(s) is included as a contingent pay item and the Work required under this item will be determined by the Engineer upon review of the system(s) after the pumping phase.

The “cleaning” of the existing storm sewer system(s) shall be paid on a lineal foot basis under the pay item(s):

- “Storm Sewer Cleaning” (Exist.) (24” or less),
- “Storm Sewer Cleaning” (Exist.) (>24” to 48”),
- “Storm Sewer Cleaning” (Exist.) (>48”)

At the semi-final inspection, the Contractor shall temporarily plug the system(s) at structures, outfall, or as otherwise directed by the Engineer, and pump the water out of the system to below one third of the diameter of the pipe (from the invert), or as otherwise directed by the Engineer. The Contractor and the Engineer shall visually inspect the system(s) for leaks, deficiencies, and lamping problems. If leaks, deficiencies and/or lamping problems are discovered in the new pipe system(s), the Contractor shall make corrective repairs, as required, in accordance with Article 5-10.2 of the General Provisions of this specification, at no additional cost to the Department. If leaks, deficiencies and/or lamping problems are discovered in the existing pipe system(s), the

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Contractor shall notify the Engineer, and the Engineer shall determine if the Contractor should provide a cost proposal for the Work required to make the corrective repairs, in accordance with Article 5-10.2.

33. STORM SEWER SYSTEM PIPE PLUGS: The Contractor shall prepare, and submit to the Engineer for approval, a plan/sequence of the plug locations for pumping down the storm system(s) satisfactory to the Engineer. Upon completion of the storm pumping sequences, the Contractor shall notify the Engineer 24 hours prior to removing any of the temporary plugs for the Engineer to visually confirm/verify the removal of the pipe plug. Cost for the Plans and coordination of all the Work required for the above shall be incidental to the cost of the storm sewer items of Work.

34. FINAL PIPE INSPECTION: Upon completion of placement of concrete pavement or the placement of structural asphalt, but prior to placement of asphalt friction course, dewater installed pipe and provide the Engineer with a video recording schedule allowing for pipe videoing and reports to be completed and submitted to the Department and reviewed prior to continuation of pavement.

For pipe 48 inches or less in diameter, provide the Engineer a video DVD and report using low barrel distortion video Equipment with laser profile technology, non-contact video micrometer and associated software meeting the requirements outlined in Section 430-4.8.

The cost of the above Work shall be incidental to the related pay item for the pipe.

35. VIDEO REPORT: Provide a video report in accordance with Section 430-4.8.1. The cost of the above Work shall be incidental to the related pay item for the pipe.

36. GRAVITY WALL CONSTRUCTION: Unless otherwise directed, gravity walls are to be constructed from “inside” the Right of Way (no encroachment on private property). Any construction methods necessary to satisfy this requirement shall be incidental to the cost of the gravity wall.

37. IRRIGATION SYSTEM WITHIN RESTORATION AGREEMENT AREAS: The Contractor, prior to start of construction, shall obtain as-built information of the irrigation system(s) within restoration agreement areas, and catalogue related component information (manufacturer/part number/etc.) required to ensure appropriate replacement of the system and components. The as-built information shall be submitted to the Department, Construction Coordination Division, and upon completion of the construction, the Contractor shall restore the irrigation system and components to its original or better condition. Payment for all Work to complete the item shall be incidental to the cost of the Project.

38. COLOR TREATED AND STAMPED CONCRETE (5” THICK): The Contractor’s attention is directed to the pay item for “Color Treated and Stamped Concrete”, SY This item which is proposed to be constructed in lieu of concrete traffic separators, as directed by the Engineer, consists of cast-in-place concrete (5”) between Type “F” Curb and Gutter, having the surface colored with a color hardener (equivalent to the products supplied by Wm. D. Adeimy, In., 561/832-6305), and with the surface textured or imprinted with a pattern (as directed by the

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Engineer), and then sealed with a color seal. The Contractor is responsible for assuring the curbing is in no way discolored, damaged, marked, etc. by the application of the above.

Color Hardener:

- Apply the dry hardener when the bleed water disappears and the floating process will not disrupt the level of the surface.
- Normally apply the dry hardener evenly in two separate hakes, using two-thirds of the material for the first shake.
- Use wood floats or a power-troweling machine equipped with float blades to work the dry hardener completely and thoroughly into the surface after each application.
- After floating the final shakes, hand or machine trowel the surface to a flat, uniform finish and apply the specified texture. Apply antiquing release before imprinting with mat-type tools.
- Coverage requirements may vary according to intended use and color. 90lbs. per 100sq.ft. is considered the median range.

Curing:

- Use colored concrete sealer in the matching color to cure interior color hardened floors and exterior flat Work, that will receive regular maintenance and re-coating.
- Newly placed concrete should receive one thin finish coat of colored concrete sealer after placement and after the required curing time of 14-28 days has been reached. Before application of the finish coat, the moisture content of the concrete must be low enough so alkali and other salts do not become trapped beneath the coating, causing discoloration or clouding, thus the reason for the 14-28 day time frame.

The Work is to be performed on the job site by trained and experienced workers.

The pay item “Color Treated and Stamped Concrete”, SY, includes all labor, Equipment, Materials, transportation, fuel and all other items incidental to or necessary for completing the Work.

The Contractor shall install a longitudinal 6” PVC (Schedule 80) pipe at stamped concrete areas, in accordance with the details for the “Irrigation Sleeves” (as detailed in the Special Provisions). This item shall be paid for under, “6” PVC Pipe (Schedule 80)”, Lineal Feet, and shall include the cost of all labor, Materials, Equipment, fuel, transportation, and other items necessary to complete the Work.

39. ENGRAVING OF CURB FACE: The Contractor is hereby notified that the names of the roads shall be engraved on all quadrants of major intersections (two per quadrant), with four (4) inch high block letters, having a depth of one-half inch, and painted with a black finish. Locations shall be determined by the Engineer.

Samples of the engraving are available at the office of the Director, Construction Coordination Division, 2300 N. Jog Rd., Suite #3W-57, West Palm Beach, Florida, 33411-2745, Florida.

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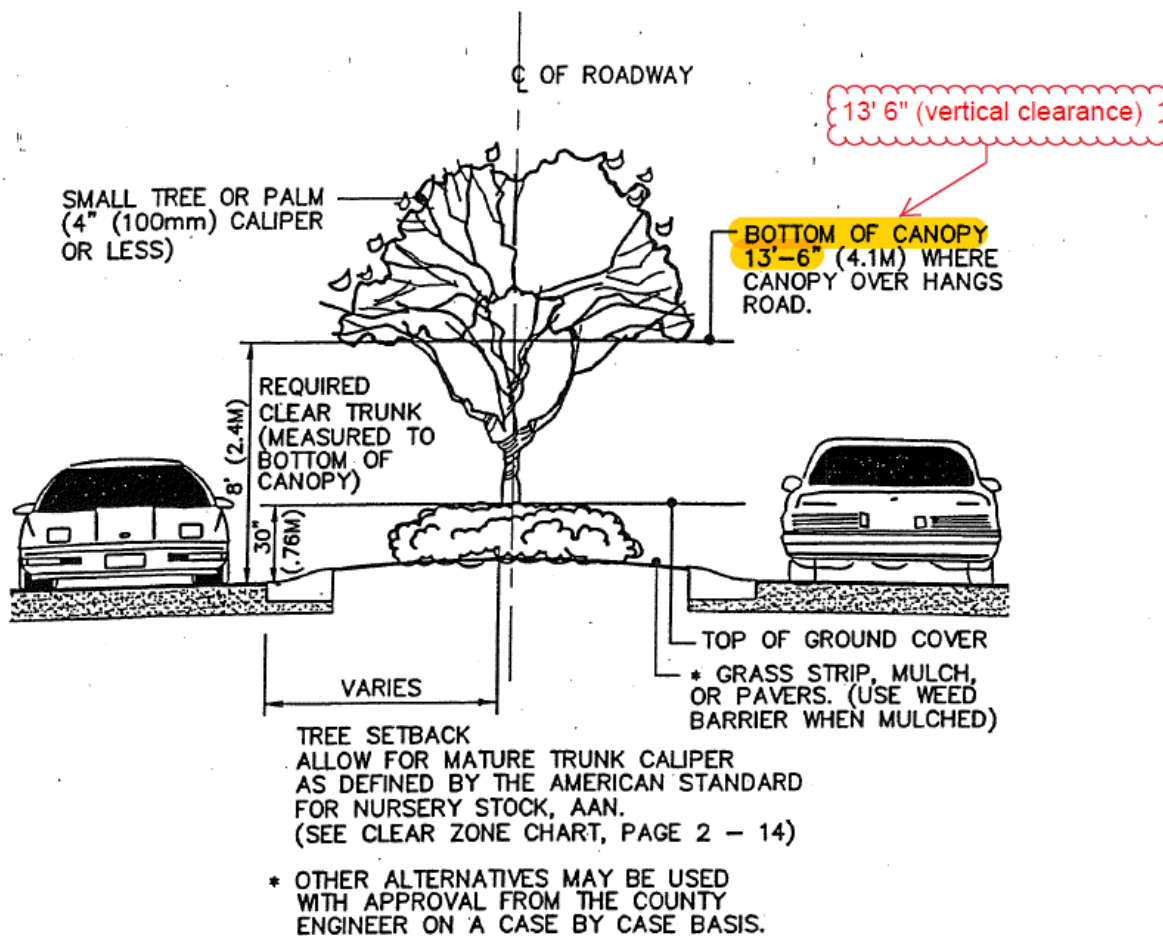
The cost for the pay item, "Engraving of Curb Face", EACH, shall include all labor, Equipment, Materials, transportation, fuel and all other items incidental to or necessary for completing the Work.

40. GUARDRAIL AND SPECIAL SAFETY PIPE RAIL: At locations where sidewalks, walkways, bike paths or other media for bicycle and/or pedestrian traffic are within 4' of the back of the guardrail post, the Contractor shall utilize "steel posts" and "special safety pipe rail" (2" diameter) as shown in FDOT INDEX 400.

Special note: Trinity Industries ET-plus system guardrails will not be allowed on Department Projects.

41. PLANTING STANDARDS

Mountable Curb and Uncurbed Median within Safe Sight Distance Triangle



TYPICAL SECTION

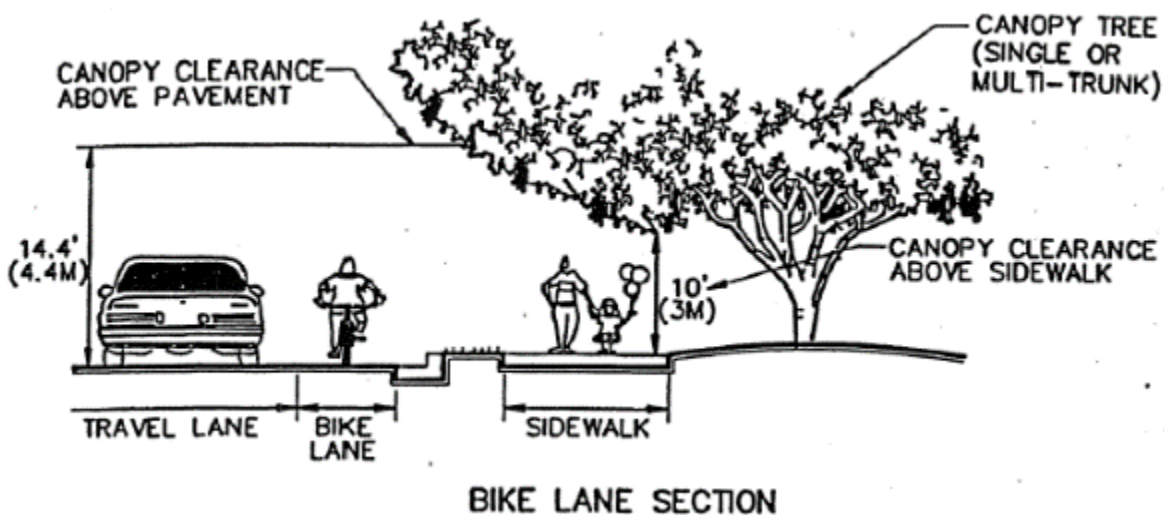
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Small trees and palms shall be used within mountable and uncurbed medians. Tree and palms that are 4" in caliper or less measured at 6" above grade shall be considered small and may be used within the medians. The plant material within these areas shall be maintained so that they do not overhang into the travel lane. Any portion of the tree that overhangs the travel lanes shall be maintained with a 13'-6" vertical clearance. Otherwise, no encroachment will be permitted.

Canopy Clearance for Sidewalks and Bicycle Paths

Sidewalks should be maintained free of all growth. The bottom limbs of trees overhanging the sidewalk should be at least 10' above the sidewalk.

When tree limbs extend over separate bike paths, they should be at least 10' above the bike path. When they extend over designated or undesignated bike lanes within the roadway, they must be at least 14.4' above the pavement (see below).



Roadside Clear Zone

The roadside clear zone is that area outside the traveled way, available for use by errant vehicles. Vehicles frequently leave the traveled way during avoidance maneuvers and due to loss of control by the driver or due to the collisions with other vehicles. The primary function of the clear zone is to allow space and time for the driver to regain control of vehicle and avoid or reduce the consequences of collision with roadside objects. This area also serves as an emergency refuge location for disabled vehicles.

The width of the clear zone should be as wide as it is practicable. The minimum permitted widths are given in the following table. These are minimum values only and should be increased whenever feasible.

In rural areas it is desirable and frequently economically feasible, to substantially increase the width of the clear zone. Where traffic volumes and speeds are high, the width should be increased.

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The clear zone on the outside of horizontal curves should be increased due to the high probability of vehicles leaving the Roadway at a high angle.

Minimum Width of Clear Zone

Type of Facility	Design Speed or Posted Speed (whichever is greater)						
	30 mph	35 mph	40 mph	45 mph	50 mph	55 mph	60 mph and above
	Minimum Clear Zone						
Rural	6' Local 10' Collector 14' Arterials	6' Local 10' Collector 14' Arterials	10' Collectors 14' Arterials	14' Arterials and Collectors ADT <1500 18' Arterials and Collectors ADT ≥1500	14' Arterials and Collectors ADT <1500 18' Arterials and Collectors ADT ≥1500	18' Arterials and Collectors ADT <1500 24' Arterials and Collectors ADT ≥1500	18' Arterials and Collectors ADT <1500 30' Arterials and Collectors ADT ≥1500
Urban	4'	4'		4'	N/A	N/A	N/A

- *Urban Facilities clear zone is measured from face of curb (6" type D or F)*
- *Rural Facilities Use rural for urban facilities when no curb and gutter is present. Measured from edge of through travel lane on rural section.*
- *Curb and gutter not to be used on facilities with design speed > 45 mph.*
- *ADT in the table above refers to design year ADT.*

42. PROJECT MOWING SERVICE: This service shall include, but not be limited to:

Schedule of Services: At the direction of the Engineer, during each service visit Contractor shall mow and trim all areas, trim around all poles, trees, posts, guardrails, guy wires, bus benches, fences, walls, trees, palms, plant beds, other plant material, vertical objects, edges of curbs, sidewalks, pathways, etc. within the Rights-of-Way. The full Rights-of-Way shall be serviced by the Contractor unless otherwise specified by the Engineer. The Right-of-Way shall be defined as one (1) foot behind a power pole, pathway or sidewalk, whichever represents the furthest boundary of the defined area, unless otherwise directed by the Engineer and/or site inspections. The Rights-of-Way may contain features designed to detain drainage water and may require mowing practices that are different in nature or frequency than other sections of the job site, due to standing water and/or the protection of wetland plant species used in mitigation areas.

Contractor shall remove all trash, litter, and debris from the entire area prior to initiating any mowing of the turf area. Upon completion of mowing area of installed sod/seeded, it shall be free of clumped grass cuttings, tire tracks or ruts from mowing Equipment. Sod/seeded areas shall be cut in a professional manner so as not to scalp turf or leave areas of uncut grass. Care shall be taken to prevent discharge of clippings onto any paved surface such as streets, curbs and gutters, parking lots, sidewalks, concrete Medians, preserve and/or natural area and/or adjacent properties. Any material so discharged shall be considered trash and shall be removed immediately prior to proceeding with mowing of other areas. Chute guards shall be in place at all times. Failure to remove/clean up clumped grass clippings from Sod/Seeded areas and/or pavement will be considered as incomplete Work and payment will be withheld. All trash and litter shall be

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removed and legally disposed of by the Contractor at the Contractor's sole expense and no additional charge to the Department. Any papers, cans or bottles that are cut or broken during maintenance operations shall be completely removed from the site immediately prior to proceeding with the maintenance of other areas. All debris shall be removed by the end of the Work Day and legally disposed of. Debris collected shall **not** be disposed of or deposited into any Palm Beach County trash or garbage receptacle or adjacent preserve and/or natural areas

Mowing Height: Shall be 3-1/2 inches (plus or minus 1 inch) upon completion of the service for the Sod/Seeded areas. Turf height in limited access areas such as storm water retention areas may be different, as per direction by Department's representative. Mowing service shall be required when more than 1% of the vegetation meets or exceeds 9 inches in height for the Sod/Seeded areas and 18 inches for all other areas to be maintained.

Trimming: Turf not accessible to mowers shall be trimmed during, or as an immediate operation following mowing. Trimming may be accomplished by the use of power trimmers or rotary nylon monofilament cutting machines. Turf shall be trimmed at the same height as adjacent turf is mowed. Areas requiring trimming include, but are not limited to, buildings, fences, walls, fence posts, sign posts, electrical boxes, trees, palms, sprinkler heads, poles, curbs, sidewalks, pathways, asphalt edges, drainage facilities, Equipment, if present and all other objects as determined by designated Department representative. Proper Equipment, as approved by the Department, shall be used at all times. Powered trimming Equipment shall not be used within one (1) foot of any trees or other landscape plants to be preserved, in order to avoid damage to bark and stems. The cost for all the above Work shall be incidental to the pay item "Clearing and Grubbing", LS.

43. RESETTING FENCE: The quantities to be paid for under this item shall be the length in feet of reset fence including gates. The quantity of removed and reset fence determined, as provide above, shall be paid for at the Contract unit price per linear foot for removed and reset fence. The item includes the cost of removing and resetting any existing gates. The above price and payment shall be full compensation for all the Work specified in this Section, including furnishing all the required new hardware, additional posts and replacement of any material damaged by the Contractor.

44. RECORD DRAWINGS (ROADWAY): The Contractor shall note that this Contract includes preparation of "Record Drawings". By definition, "Record Drawings" shall be the electronic information which reflects the as-built conditions of the project recorded at or about the time of the Substantial Completion inspection. The as-built information and permitting forms shall be prepared and certified (i.e., signed and sealed) by a Professional Engineer or Land Surveyor licensed in the State of Florida, as required by the project.

The as-built information shall indicate (at a minimum) the following:

- All changes, additions or deletions to the original design documents.
- Centerline/baseline ties to section line(s) (including ties at PC and PT).
- Stations/elevations/offsets at PC's, PT's, PI's, low points, high points, horizontal angle points.
- Stations/elevations/offsets at edge-of-pavement (EOP), top-of- curb and back-of-sidewalk, at locations shown on the Plans, at a minimum.

SPECIAL PROVISIONS

- At non-curb inlets show state plane coordinates, station/offset/elevation to the top-center of the grate.
- At curb inlets show the state plane coordinates, station/offset/elevation at EOP.
- At special and slotted structures - show the elevation(s), dimensions, and the invert of the weir; the bleeders/orifices; and pipe inverts.
- At outfalls, show the state plane coordinates, station/offset/invert/diameter of pipe, structure type and dimensions.
- The diameter, invert, shape, and material type of connecting pipes between all structures.
- For Irrigation Sleeves - show the state plane coordinates, station/offset/elevation for all end caps, and the invert elevation at the end cap.
- At lakes obtain cross sections at 50 foot intervals, or as otherwise directed by the Engineer (Top of Bank, Top of Slope, etc.).
- At bridges, show the low member elevation/station/offset.
- At end bents, show station/offset/elevation at two corners to ensure proper offset location.
- For “Begin and End” Bridge, indicate the stations/offsets/elevations at the respective points.
- All existing and proposed trees, show state plane coordinates, station/offset to the approximate center of the tree.
- All existing and proposed Irrigation wells and valve boxes, show state plane coordinates, station/offset to the top-center of the well and/or valve box.
- All existing and proposed pull boxes, show state plane coordinates, station/offset to the top-center of the box.
- All existing and proposed traffic control cabinets, show state plane coordinates, station/offset to the center of the box.

The above information shall be collected by survey, and the collected data shall be referenced on the Micro Station (.dgn) design file of the project (Micro Station (.dgn) is the only acceptable format). The electronic Micro Station (.dgn) files (and .pdf files of same) shall be submitted on three (3) CDs labeled with project information, one (1) set of black line Plans, and six (6) sets of signed and sealed black line Plans, boldly marked in large print “**RECORD DRAWINGS ROADWAY**”. PDF files shall be digitally or electronically signed and sealed in accordance with either FAC 5J-17.062 or FAC 61G15-23.

The above information shall be submitted to the Department (Director, Construction Coordination), for approval, prior to scheduling a final inspection.

The cost of the location survey, compilation/reproduction/conversion of electronic files, Plans, and other information necessary to satisfy the above, shall be incidental to the cost of the items of Work.

The Contractor shall review all permits for this project and the general/special conditions which may call for “Record-Drawings” for a specific agency. The Contractor is responsible to satisfy the permit requirements in accordance with that agency’s policy, with the understanding that the cost for said “Record-Drawings”, shall be paid in accordance with PER-1.

45. RECORD DRAWINGS and DOCUMENTS (BRIDGE):

SPECIAL PROVISIONS

The Contractor is advised that bridge structures are subject to FDOT load rating requirements and shall take all necessary steps to comply with these requirements. See FDOT Load Rating Manual (Topic No. 850-010-035) at <https://www.fdot.gov/maintenance/loadrating.shtm>.

RECORD DRAWINGS (BRIDGE):

The Contractor shall note that this Contract includes preparation of “Record Drawings”. By definition, “Record Drawings” shall be the electronic information which reflects the as-built conditions of the project recorded at or about the time of the “substantial completion” inspection. The as-built information and permitting forms shall be prepared and certified (i.e., signed and sealed) by a Professional Engineer or Land Surveyor licensed in the State of Florida, as required by the project.

The as-built information shall indicate (at a minimum) the following:

- All changes, additions or deletions to the original design documents (including shop drawings).
- Centerline/baseline ties to section line(s) (including ties at PC and PT).
- Stations/elevations/offsets at PC’s, PT’s, PI’s, low points, high points, horizontal angle points.
- Stations/elevations/offsets at edge-of-pavement (EOP), top-of- curb and back-of-sidewalk, at locations shown on the Plans, at a minimum.
- At non-curb inlets show station/offset/elevation to the top-center of the grate.
- At curb inlets show the station/offset/elevation at EOP.
- At bridges, show the low member elevation/station/offset.
- At end bents, show station/offset/elevation at two corners to ensure proper offset location.
- For “Begin and End” Bridge, indicate the stations/offsets/elevations at the respective points.

The above information shall be collected by survey, and the collected data shall be referenced on the Micro Station (.dgn) design file of the project (Micro Station (.dgn) is the only acceptable format). The electronic Micro Station (.dgn) files (and .pdf files of same) shall be submitted on three (3) CDs labeled with project information, one (1) set of black line Plans, and six (6) sets of signed and sealed black line Plans, boldly marked in large print **“RECORD DRAWINGS BRIDGE”**.

The above information shall be submitted to the Department (Director, Construction Coordination), for approval, prior to scheduling a final inspection.

The cost of the location survey, compilation/reproduction/conversion of electronic files, Plans, and other information necessary to satisfy the above, shall be incidental to the cost of the items of Work.

The Contractor shall review all permits for this project and the general/special conditions which may call for “Record-Drawings” for a specific agency. The Contractor is responsible to satisfy the permit requirements in accordance with that agency’s policy, with the understanding that the cost for said “Record-Drawings”, shall be paid in accordance with PER-1.

DOCUMENTS (BRIDGE):

- **Schedule of Anticipated dates of Inspections:**

SPECIAL PROVISIONS

In-Service Inspections and or Pre-Acceptance Inspection (before any new lanes are opened to traffic). The Schedule should be received within 60 days of the preconstruction meeting. The Department must receive a two week advance confirmation notice prior to the In-Service Inspections and or Pre-Acceptance Inspection.

- **As-Built Load Rating**

If the bridge is built per plan, the As-built load rating is simply a signed and sealed load rating FDOT summary sheet stating that there was no change during construction that would affect the load rating.

- **Pile Driving Records**

- **In-Service Inspection**

The Structures Maintenance In-Service Inspection is conducted prior to any new lanes opening to public traffic. Note that for phased construction, there will be multiple in-service inspections required. The intent of this inspection is to verify the bridge is safe for public traffic in accordance with FHWA instructions **Q303-7**

46. DYNAMIC LOAD TEST SUPPORT: Dynamic Load Test Support shall include Contractor furnishing of Equipment and personnel necessary for attachment of leads, supply power source, man-basket, shelter, and any other services necessary to provide support for the testing (reference FDOT Specifications Section 455-5.13). The Department will secure test lab services, including Pile Driver Analyzer (PDA), required for dynamic measurements during the driving of the test piles. All costs for Dynamic Load Test Support shall be incidental to the cost of test pile.

47. PROJECT VIDEOS AND PHOTOGRAPHS: The Contractor shall take and submit videos and photographs of the entire project prior to the commencement of construction and submit them at the preconstruction meeting. Videos and photographs of the entire project shall also be submitted as a record of progress when submitting an invoice for payment, at project final completion, and as directed by the County Engineer. The videos and photographs shall be of a quality to clearly demonstrate the existing, current and final conditions of the project. For existing conditions, any deficiencies or items of note, such as standing water, conditions of trees, adjacent properties, structural deficiencies, etc., shall be clearly noted. The date of when the videos and photographs are taken shall be included on them. The videos and photographs shall be reviewed by the County Construction Project Manager. Digital copies of all videos and photographs shall be provided to the County. The cost of the videos and photographs shall be incidental to the cost of the Project.

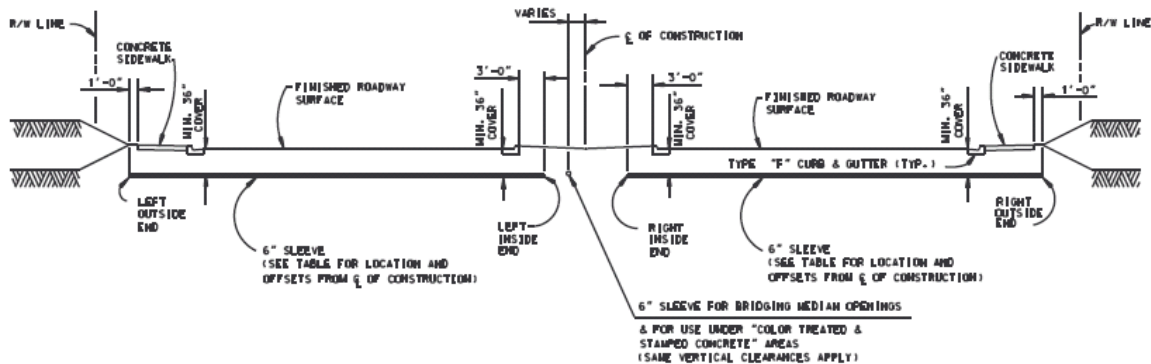
48. WAIVER OF JURY TRIAL: The Parties hereby waive any rights either of them may have to a jury trial in any litigation arising out of or related to this CONTRACT and agree that they shall not elect a trial by jury. The Parties hereto have separately, knowingly and voluntarily given this waiver of right to trial by jury with the benefit of competent legal counsel.

49. LAW AND VENUE; REMEDIES: This Contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Contract will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter

SPECIAL PROVISIONS

existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

SPECIAL PROVISIONS



DETAIL FOR INSTALLATION OF MEDIAN IRRIGATION
SLEEVES FOR THOROUGHFARE ROADS

(NOT TO SCALE)

AS-BUILT CERTIFICATION FORM

P.B.C. # _____

	OFFSETS FROM C OF CONSTRUCTION FOR ENDS OF 6" SLEEVES						
STATION	LEFT OUTSIDE END	LEFT INSIDE END	LENGTH OF PIPE ON LEFT SIDE	RIGHT INSIDE END	RIGHT OUTSIDE END	LENGTH OF PIPE ON RIGHT SIDE	REMARKS
SUB-TOTAL							
TOTAL PROJECT #							

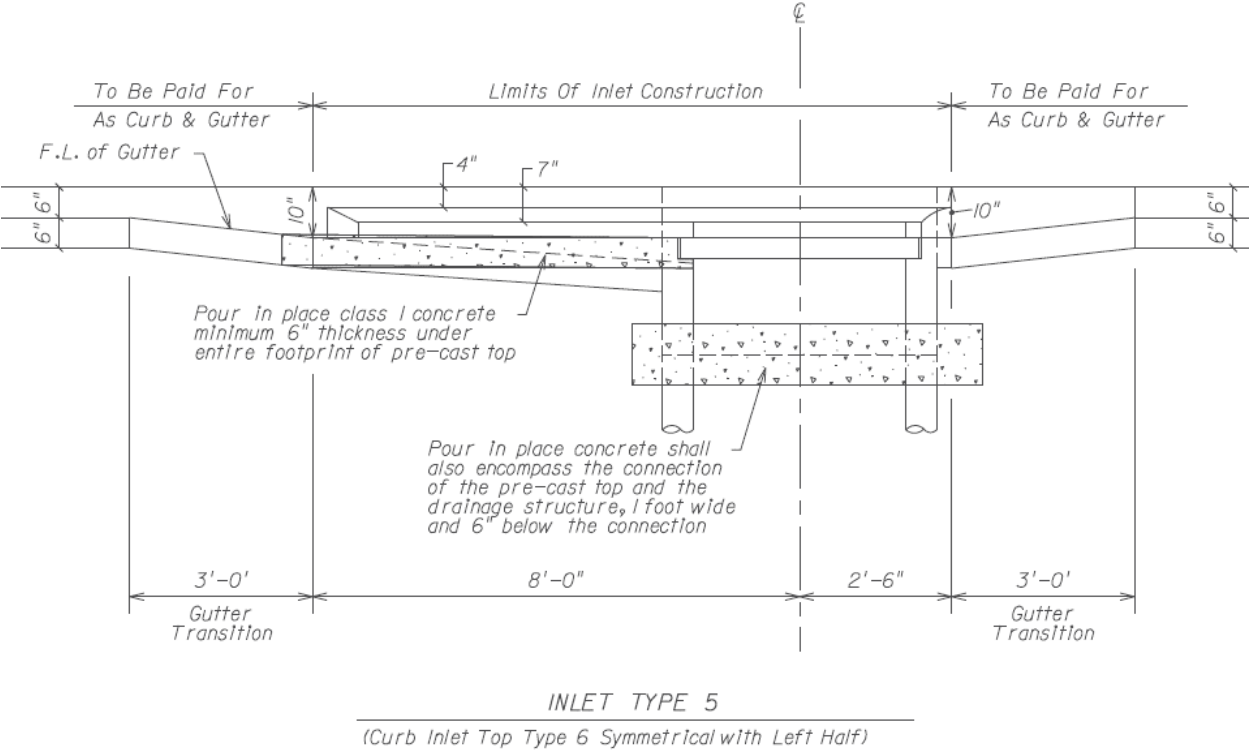
GENERAL NOTES

1. ALL SLEEVES (LEFT & RIGHT) SHALL BE INSTALLED AT SAME STATION, UNLESS OTHERWISE DIRECTED BY THE ENGINEER.
2. ALL SLEEVE ENDS ARE TO BE CAPPED.
3. ALL SLEEVE ENDS ARE TO BE MARKED AT THE TIME OF INSTALLATION WITH A 2"x4" WOODEN BOARD STANDING VERTICALLY FROM SLEEVE END TO 1' ABOVE FINISHED GROUND. EXPOSED WOODEN MARKER IS TO BE PAINTED ORANGE FOR FUTURE LOCATION PURPOSES.
4. SLEEVES ARE TO BE 6" P.V.C. SCHEDULE 80 PIPE BASED UPON F.D.O.T. SPECIFICATION SECTION 948, OR 6" BLACK HOT-DIPPED GALVANIZED STEEL PIPE WITH A MINIMUM WALL THICKNESS OF 0.280" BASED UPON A.S.T.M. STANDARD A53-84A.
5. BACKFILLING ABOVE SLEEVES SHALL BE PERFORMED ACCORDING TO F.D.O.T. SPECIFICATION SECTION 125-8.3 (BACKFILLING REQUIREMENTS FOR PIPE CULVERTS AND STORM SEWERS).
6. ALL STATIONS ARE APPROXIMATE. CONTRACTOR MUST CONTACT COUNTY ENGINEER PRIOR TO INSTALLATION TO DETERMINE EXACT LOCATION IN THE FIELD.
7. EACH SLEEVE END IS TO BE MARKED AT THE TIME OF INSTALLATION WITH A 3M ELECTRONIC MARKER (MODEL 1252) AND GPS STATE PLANE COORDINATES SHALL BE RECORDED.

PALM BEACH COUNTY · ENGINEERING AND PUBLIC WORKS · ROADWAY PRODUCTION

REVISÉD JANUARY 2008

SPECIAL PROVISIONS



SUPPLEMENTAL CONCRETE AT DRAINAGE STRUCTURE TOP DETAIL

SPECIAL PROVISIONS

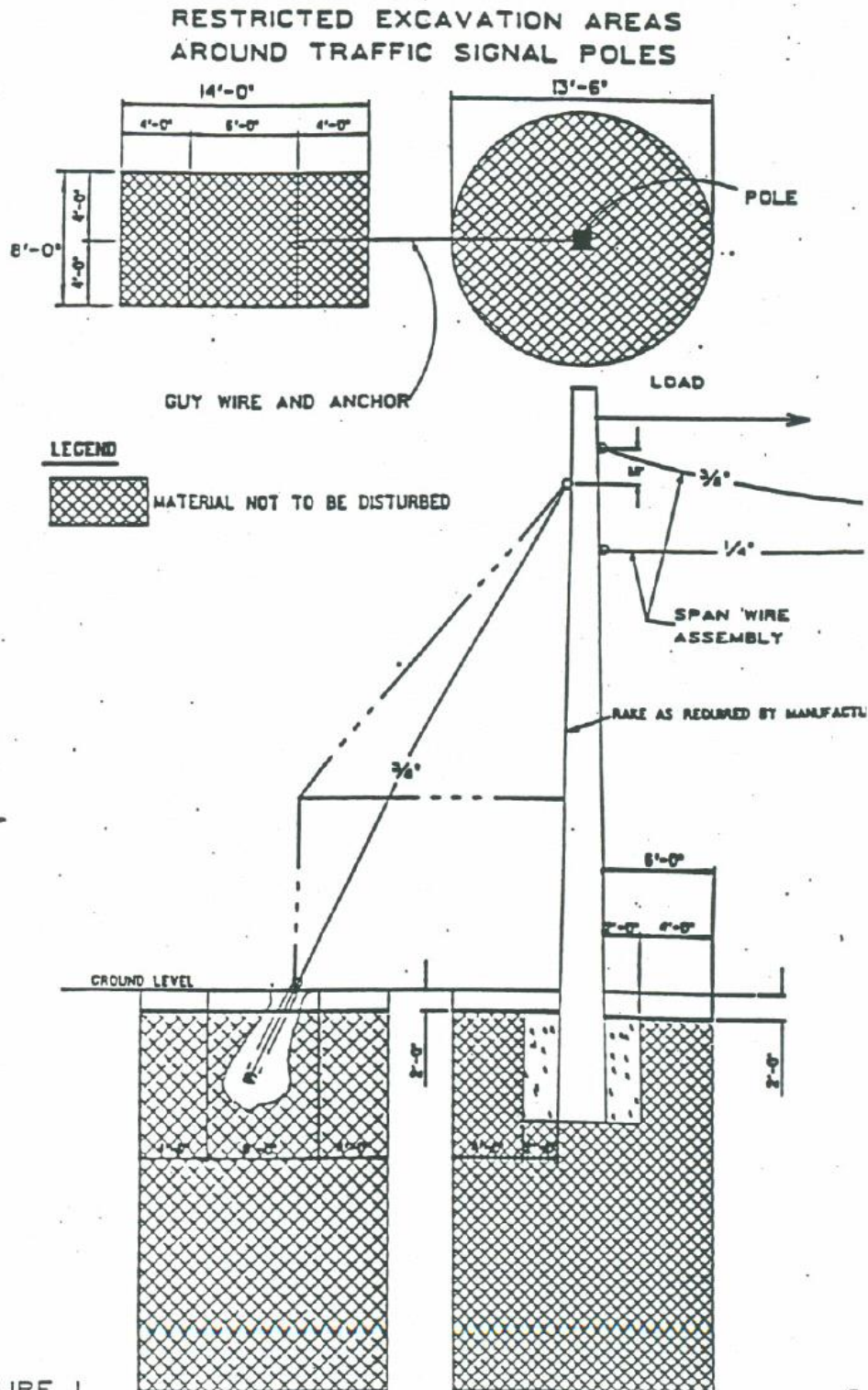


FIGURE 1

SPECIAL PROVISIONS

PALM BEACH COUNTY ENGINEERING & PUBLIC WORKS DEPARTMENT PALM BEACH COUNTY, FLORIDA LIQUID ASPHALT CALCULATIONS

Estimate No: _____ Page No. _____ Status of: _____
 Contractor: _____
 Contract for: _____
 Bid Index: _____

Month/Year	Tons	Pounds	*L.A. %	Weight of L.A.	Gal.	0.95% or 1.05% of Bid Index	Monthly Index	Difference (+ or -)	Change in Cost	Cumm. K	Comm. Total L
A	B	C	D	E	F	G	H	I	J	K	L
		2000.00	*								0.00
		2000.00	*								0.00
		2000.00	*								0.00
		2000.00	*								0.00
		2000.00	*								0.00
		2000.00	*								0.00
		2000.00	*								0.00
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		2000.00	*								0.00
		2000.00	*								0.00
		2000.00	*								0.00

LIQUID ASPHALT:

All bids for materials covered by the Proposal are to include required liquid bituminous materials and tack coats. No additional payment will be made for the liquid bituminous materials in the prime and tack coats. The Department will adjust the bid unit price for bituminous material, excluding cutback and emulsified asphalt, to reflect increases or decreases in the Asphalt Price Index (API) of bituminous material from that in effect during the month in which bids were received.

A price adjustment may be made upon request by either party, when escalation or de-escalation of the cost of the liquid bituminous materials used in the Asphaltic Concrete Mixes included in this proposal exceed 5% (See General Provision Section 9-2.1.2 "Bituminous Material").

* NOTE: The L.A. % to be applied for Friction Courses is 6.5%.
 For all other asphalt mixes the L.A. % shall be 6.25%.
 This form shall be submitted to the Engineer on a monthly basis.

Rev 1/2008

SPECIAL PROVISIONS

54. DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN: Pursuant to F.S. 286.101, as may be amended, by entering into this Contract or performing any work in furtherance thereof, the Contractor certifies that it has disclosed any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern where such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years.

55. HUMAN TRAFFICKING AFFIDAVIT: Contractor warrants and represents that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes. Contractor has executed the Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.

SPECIAL PROVISIONS

**NONGOVERNMENTAL ENTITY HUMAN
TRAFFICKING AFFIDAVIT (§ 787.06(13), Fla. Stat.)**
THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of _____
(CONTRACTOR) and attest that CONTRACTOR does not use coercion for labor or services as
defined in section 787.06, Florida Statutes.

**Under penalty of perjury, I hereby declare and affirm that the above stated facts are true
and correct.**

(signature of officer or representative)

(printed name of officer or representative)

State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization
this, _____ day of _____, 20____, by _____.

Personally known ☐ OR produced identification ☐.

Type of identification produced _____.

NOTARY PUBLIC
My Commission Expires:
State of Florida at large

(Notary Seal)

SPECIAL PROVISIONS

56. UTILITIES CONTACTS: The following are the names and telephone numbers of persons the Contractor shall contact to arrange for protection or adjustment of Utilities as provided in Section 7 or when utility conflicts are suspected:

<u>CONTACT PERSON</u>	<u>UTILITY</u>	<u>PHONE NUMBER</u>
Greg Kuehn	AT&T Florida - Distribution	(561) 699-8598
Steve Rosa	Comcast	(561) 436-9034
Rona Solomon	Florida Power & Light, Co. - Distribution	(561) 541-5376
Tish Steinfelds	Palm Beach County Water Utilities	(561) 493-6108
Anthony Martinez	Verizon Business/MCI Communications Services, Inc.	(201)-290-1253

The Contractor shall fully cooperate at all times with the owners of utility companies in order to maintain the operation of the existing utilities with the least amount of interference and interruption possible.

When utility installation/adjustments are included as part of the Proposal, all utility companies (including Palm Beach County Water Utilities Dept.) reserve the right to accept or reject bid items on their part of Work and perform their Work by their forces or other contracted forces.

57. MAINTENANCE OF TRAFFIC: Maintenance of Traffic (MOT) shall be a lump sum item. If the Contractor and/or its subcontractors do not perform the MOT and do not install and maintain those items covered under MOT according to the requirements of the standards, then Palm Beach County reserves the right to reduce said item based on the pro rata performance as determined by the Department on each payment application or \$1,000.00 per day, whichever is greater.

The Contractor shall assure compliance with FDOT Index 600 of the current Roadway and Traffic Design Standards. All references to “determinations by engineer” will be the responsibility of the Contractor, and shall be brought to the attention of the Department prior to implementation. The cost of complying with the stated standards shall be incidental to the MOT pay item. The Contractor shall ensure that at no time will traffic (temporary or otherwise) be permitted over installed exfiltration trenches.

MOT plans will not be approved until signal modification plans have been approved by the Department.

Pedestrian MOT:

Pedestrian traffic must be maintained throughout the duration of construction unless otherwise indicated.

All pedestrian detours for MOT to be pre-approved by the Department.

Existing pedestrian crossings shall not be eliminated without prior approval from the Department.

SPECIAL PROVISIONS

All projects that impact pedestrian traffic of any type shall include "Pedestrian MOT" in accordance with the General Provisions, the cost of which will be incidental to the MOT pay item.

Closures:

For any lane closures that extend into the peak hour(s) or any other lane closure time restriction presented in the Contract Documents, the Contractor may be charged up to \$1,000.00 per lane per ½ hour.

Lights and flags are required on the first two warning signs in the series.

The Contractor shall not close any existing auxiliary traffic lanes during construction at signalized intersections. Entrances to schools, hospitals, high volume shopping centers, and residential developments shall not be closed unless preapproved by the Department.

Traffic Signal MOT:

The Contractor shall maintain existing traffic signal operations at all times.

Any traffic signal modifications necessary for the Work must be approved by the Department. Traffic signal modification requests must include a legible plan which clearly shows the signal head faces and their alignment with proposed traffic lanes and signal phasing. All traffic signal modifications must comply with the MUTCD.

Traffic signal heads must be aligned properly with traffic lanes and an adequate number of signal heads must be provided for all lanes.

Prior to activating a new traffic signal or modifying/replacing an existing traffic signal the Contractor shall confirm with the Department that all traffic lanes are operational. The Contractor shall obtain Department approval prior to activating a traffic signal.

If traffic lanes are not operational when a new traffic signal is activated, the Contractor shall modify the signal heads to align with the existing traffic lanes at the time of activation. When all of the final traffic lanes are operational, the Contractor shall adjust the signal heads to align with the final traffic lanes.

The Department will provide traffic signal timing details for the different phases of the Work. The Contractor shall notify the Department at least one week prior to any Work at signalized intersections. For Traffic Signal topics the Department can be contacted at:

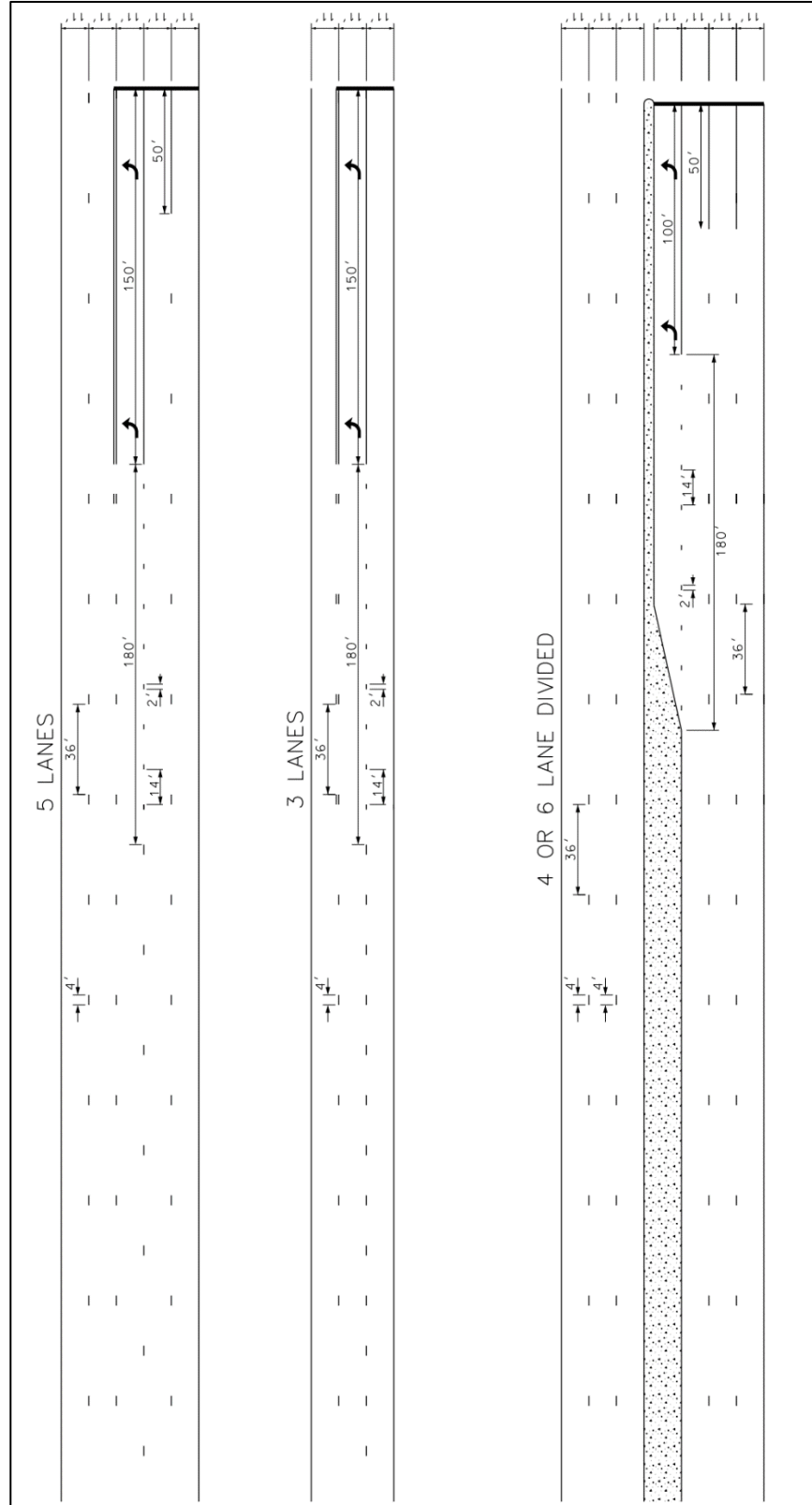
Palm Beach County Engineering Department
Traffic Division / Timing Section
(561) 684-4030 or (561) 681-4320

Any necessary signal timing changes made by the Contractor to address safety and/or operational issues must be communicated to the Department within two hours.

SPECIAL PROVISIONS

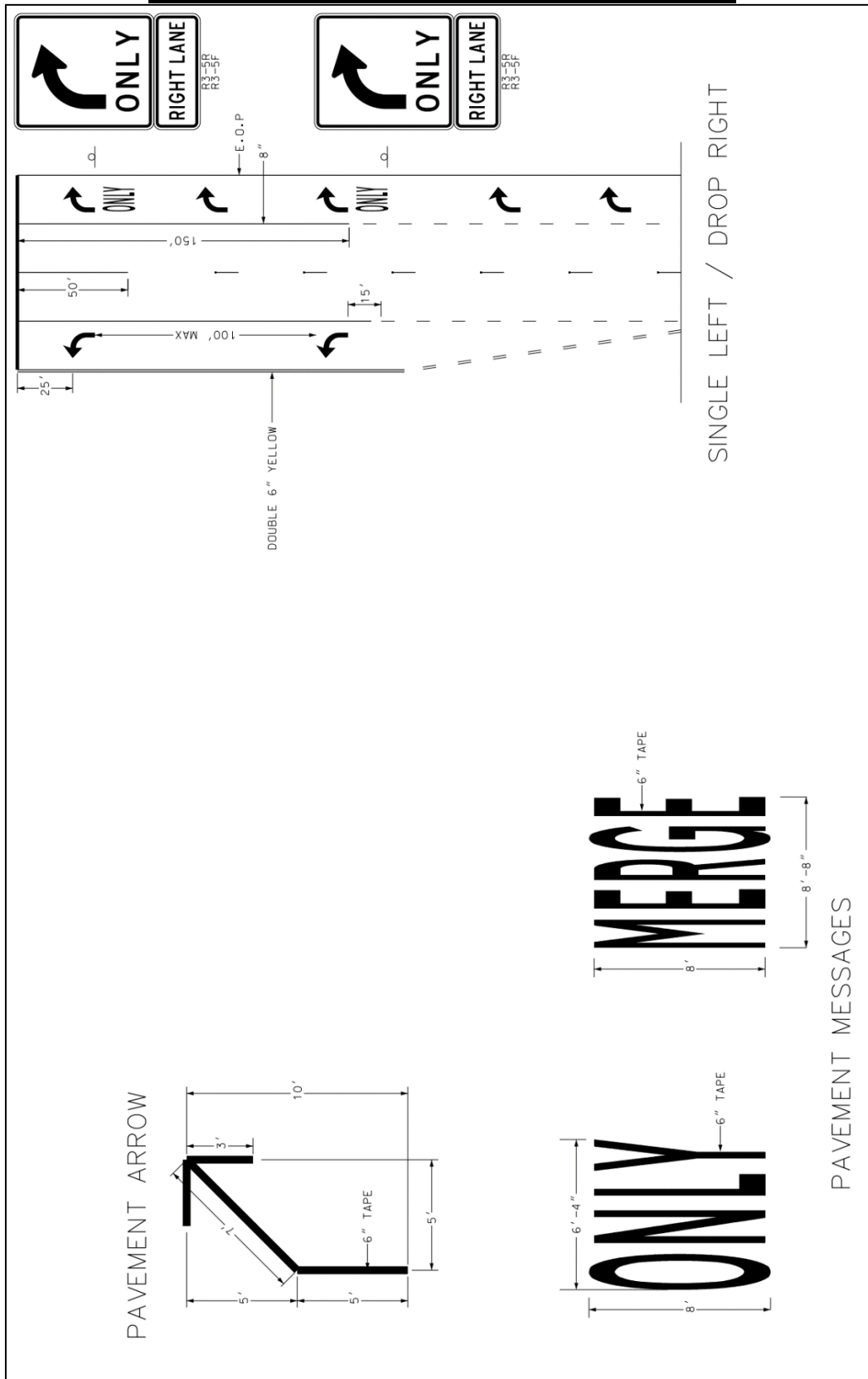
58. TEMPORARY PAVEMENT MARKINGS AND SIGNING

Temporary Pavement Markings for Three or More Lanes



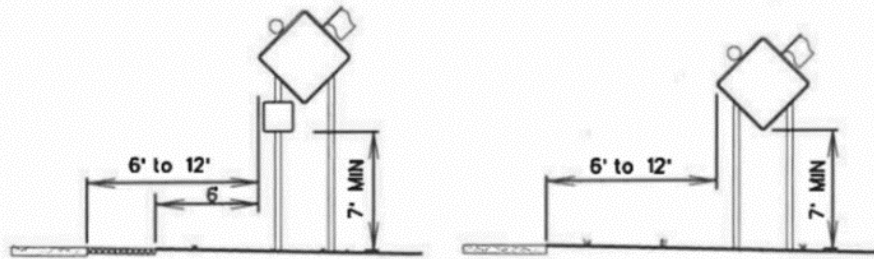
SPECIAL PROVISIONS

Temporary MERGE or ONLY Pavement Markings



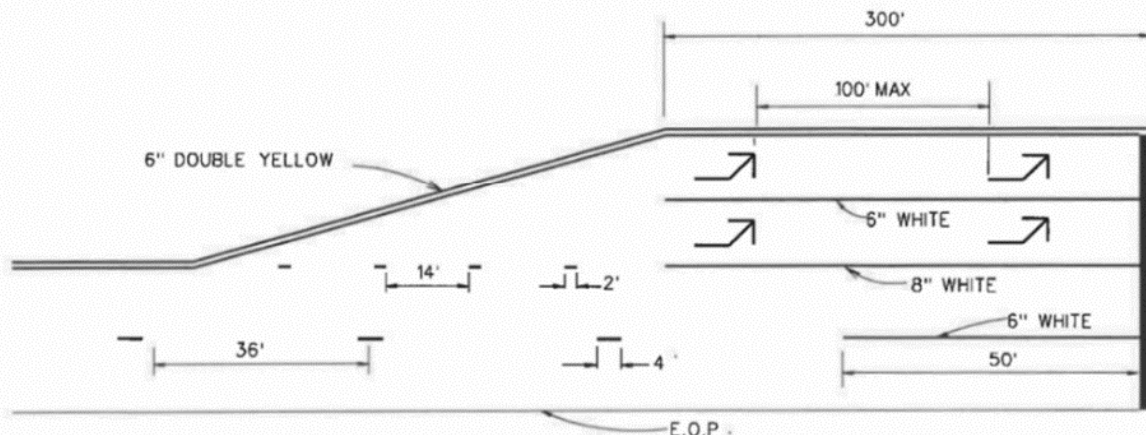
SPECIAL PROVISIONS

Signing for Long Term Stationary Projects



- 1.) If a separator is to be signed it shall be a minimum of 6 feet wide. The signs shall be erected in such a way that they also conform with the 7 foot minimum.
- 2.) Other types of operation may be able to use the standard tri-pod or FDOT approved portable traffic control device as long as there is a minimum of 1 foot from the bottom of the sign to the ground.

DUAL LEFTS



59. SCHOOL ZONE: During the first and last weeks of the school year, no Work may occur within a school zone.

60. NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) COMPLIANCE: This Contract requires compliance with the NPDES General Permit. The "Florida Department of Environmental Protection NPDES Generic Permit For Stormwater

SPECIAL PROVISIONS

Discharge from Large and Small Construction Activities”, dated February 2015, which contains the description and requirements of the permit, is available at the following URL:

<http://www.dep.state.fl.us/water/stormwater/npdes/docs/cgp.pdf>

The MSWORD format of the Stormwater Pollution Prevention Plan (SWPPP) template is available at the following URL:

<http://www.dep.state.fl.us/water/stormwater/npdes/SWPPP.htm>

Notice of Intent and Notice of Termination forms are available on DEP’s URL:

http://dep.state.fl.us/water/stormwater/npdes/permits_forms.htm

The Contractor shall complete and submit the NOI and payment to DEP, and if discharging to the County’s MS4 facility, provide a copy of the NOI or the acknowledgement letter within 7 calendar days to the Department (<https://floridadep.gov/water/stormwater/content/construction-activity-cgp>). If a SWPPP is not included in the Contract Plans, or the Contractor chooses to prepare his own SWPPP, the SWPPP template shall be utilized by the Contractor for developing the SWPPP for the project. Any SWPPP prepared by the Contractor shall be submitted to the Department at the Pre-Construction meeting for the project for approval by the Engineer.

Failure to sign any required documents or certification statements will be considered a default of the Contract. Any soil disturbing activities performed without the required signed documents or certification statements may be considered a violation of the DEP Generic Permit.

All costs associated with obtaining and complying with the provisions of this permit and to all federal, State and local storm water pollution prevention permits, rules, laws or ordinances, including the implementation of the SWPPP for the project during construction are incidental to the Contract. Also included is the cost of all construction erosion and pollution control measures not covered under other specific pay items, the cost of performing and executing the joint inspection and maintenance reports (as shown in the SWPPP “Template”), and the execution of the Contractor Certification form of the Proposal pages. The Contractor Certification form must be signed and submitted with the Bid Proposal.

SITE DESCRIPTION

Project Name and Location:	Cannongate / Harpers Ferry Blvd from Summit Blvd to Cannon Way - Federalized Palm Beach County, Florida
Palm Beach County Project No.:	2025214
Owner Name and Address:	Board of County Commissioners, Palm Beach County Roadway Production Division

SPECIAL PROVISIONS

2300 N. Jog Road
West Palm Beach, FL 33411

Work Description: **Drainage and roadway improvements**

Runoff Coefficient: **0.85**

Site Area: The site is 3 acres, of which 0.8 acres of the site are expected to be disturbed by Construction activities.

Site Map: Location Map attached

Sequence of Major Soil Disturbing Activities:

1. Drainage
2. Earthwork
3. Paving

Name of Receiving Bodies: **Neighborhood ponds**

61. CDBG CLAUSE: This is a Community Development Block Grant (CDBG) Project Federally funded from U.S. HUD and administered through the Palm Beach County Department of Housing and Economic Development. Davis-Bacon & Related Acts, including wage rates, will apply to all construction Work performed on this Project. Palm Beach County requires the use of an online labor compliance reporting system for payroll submittal. Build America, Buy America Act 2 CFR Part 184 requirements apply. Section 3 requirements per 24 CFR Part 75 apply. Section 3, and/or disadvantaged businesses are encouraged to bid on this project.

62. BABA CLAUSE: The Grantee/ Subrecipient/ Developer/ Contractor/ Subcontractor must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance"(88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

63. SECTION 3 CLAUSE:

- (i) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended 12 U.S.C. 170 1u (Section 3) and 24 CFR Part 75. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 are to the greatest extent feasible directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing. The Section 3 Clause provides that total labor hours for the project are reported; labor hours for Section 3 Workers are reported;

SPECIAL PROVISIONS

and labor hours for Section 3 Targeted Workers as defined in 24 CFR Part 75 are reported by the Subrecipient to the County for submittal to the Department of Housing and Urban Development.

- (ii)** The contractor agrees to include this Section 3 Clause in every subcontract on a Section 3 Project subject to compliance with regulations in 24 CFR Part 75.
- (iii)** Non-compliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted projects.

SPECIAL PROVISIONS

REQUIREMENTS FOR FEDERALLY FUNDED PROJECTS (CONSTRUCTION)

PROJECT NAME:

This project is funded in part, or in whole, with Federal funds and is subject to the requirements listed below. The requirements contained in this document are intended to cooperate with, to supplement, and to modify the general conditions and other specifications for this project. In case of disagreement with any other section of this bid document/ contract, the requirements contained herein shall govern. **Note: This document shall be included in the bid documents and contracts/ subcontracts for the project.**

1. General Requirements: The following requirements are attached:

- Public Entity Crimes - Section 287.133, Florida Statute
- Section 109 Housing and Community Development Act of 1974
- Bonding Requirements for Construction Contracts
- Nondiscrimination under the Age Discrimination Act of 1975, As Amended
- Title VI of the Civil Rights Act of 1964
- Section 3 Clause
- Work on Nights, Weekends and Holidays
- Lead-based Paint Poisoning Prevention Act
- Compliance with Clean Air and Water Acts
- Buy America Preference for Infrastructure Projects

2. Forms to be completed and submitted by all bidders with their bids:

The following forms are attached:

- Non-collusion Affidavit of Prime Bidder
- Anti-kickback Affidavit
- Certification of Eligibility of General Contractor
- Certification of Non-segregated Facilities
- Workforce Projection

3. Forms for the successful bidder, to be submitted after contract award:

- Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Participant
- Contractor/ Subcontractor Statement and Acknowledgement (SF1413)

4. Reports to be submitted by Subrecipient/ Contractor after contract award:

- Contract Award Report (HUD Form 2516) submit with the first payment request, but no later than September 30 of the year during which the construction contract was awarded; and with the final payment request
- Section 3 Intent to Comply (see Section 3 Guide Book)
- Total Project Labor Hours, Section 3 Workers Labor Hours, Targeted Section 3 Workers Labor hours (see Section 3 Guide Book)
- Narrative Report of Section 3 Outreach Efforts (see Section 3 Guide Book)

5. Davis-Bacon & Related Acts:

Federal labor standards provisions of the Davis-Bacon & Related Acts apply to construction projects valued over \$2,000. The following requirements are attached:

- Required Use of Labor Compliance Reporting System for Certified Payrolls and Section 3 Hours
- Display of Posters and Wage Decision
- Guidance to Contractor for Compliance with Labor Standards Provisions
- Exhibit A: Federal Labor Standards Provisions - Form HUD-4010
- Section 3 Guide Book
- The applicable wage decision(s) shown below is attached.
- **Note on Wage Decision updates: The wage decision that is in effect 10 days before the bid opening date shall be applied to the project, provided that the contract is awarded within 90 days of bid opening. For contracts not awarded within 90 days of bid opening, the wage decision in effect at the time of contract award shall be applied to the project.**

Wage Decision(s) No.:	FL20260130 Heavy Mod 0 01022026 FL20260264 Highway Mod 0 01022026
------------------------------	--

SPECIAL PROVISIONS

PUBLIC ENTITY CRIMES

As provided in F.S. 287.133 by entering into this contract or performing any work in furtherance hereof, the contractor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133 (3)(a)."

* * * * *

SECTION 109 HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

The Nondiscrimination Clause of the Housing and Community Development Act of 1974 applies to all sections of Title 1 of the Act.

"No person in the United States shall on the ground of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds available under this title."

The contractor certifies that the above Section 109 statement forms part of the contract and is in compliance with Section 570.601 of the Community Development Block Grant Regulations.

* * * * *

BONDING REQUIREMENTS FOR CONSTRUCTION CONTRACTS

The requirements of 2 CFR Part 200 are applicable to this project as it relates to bid guarantees, performance bonds, and payment bonds for construction contracts exceeding the **Simplified Acquisition Threshold** as defined in 2 CFR 200.88, as amended.

2 CFR 200.325, Bonding Requirements, established minimum requirements as follows:

1. Bid Guarantee
A bid guarantee from each bidder equivalent to five percent (5%) of the bid price.

Each bid shall be accompanied by a bid bond, certified check, cashier's check or other negotiable instrument in the amount of five percent (5%) of the total bid. Said check or bond shall be made payable to the entity soliciting the bid as the owner of the project, and shall be given as a guarantee that the bidder, upon receipt of the notice of intent to award the contract, will enter into an agreement with the owner, and will furnish the necessary documents including, but not limited to: insurance certificates, Payment Bond and Performance Bond; each of the said bonds to be in the amount stated herein. In case of refusal or failure to enter into said agreement, the check or bid bond, as the case may be, shall be forfeited to the owner. All bonds shall be written by a surety company of recognized standing, authorized to conduct business in the State of Florida, and shall have a registered agent in the State of Florida.

SPECIAL PROVISIONS

2. **Performance Bond**

A performance bond on the part of the contractor for 100 percent (100%) of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

3. **Payment Bond**

A payment bond on the part of the contractor for 100 percent (100%) of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

When the successful bidder delivers the executed agreement to the owner, it must be accompanied by a Performance Bond and a Payment Bond, each in the amount of one hundred percent (100%) of the contract price, executed by a corporate surety company of recognized standing, authorized to do business in the State of Florida. The bidder shall state in the bid proposal the name, address, telephone number and full name of the authorized agent of the surety or sureties who will sign these bonds in the event the contract is awarded to the bidder. During the bidding and construction periods the surety company shall hold a current certificate of authority as an acceptable surety on Federal Bonds, in accordance with U. S. Department of Treasury Circular 570, Current Revision.

* * * * *

NONDISCRIMINATION UNDER THE AGE DISCRIMINATION ACT OF 1975, AS AMENDED

To the extent required by law, the Contractor shall comply with the requirements of the Age Discrimination Act of 1975 (P.L. 94-135), as amended, which provides that no person in the United States shall, on the basis of age, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

* * * * *

TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

To the extent applicable to this agreement, the Contractor will comply with, and agrees to include this provision in every subcontract:

Title VI of the Civil Rights Act of 1964 (P. L. 88-352), and the regulations issued pursuant thereto (24 CFR Part 1), which provides that no person in the United States shall on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate This assurance/ If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits.

* * * * *

SPECIAL PROVISIONS

SECTION 3 CLAUSE

1. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended 12 U.S.C. 1701u (Section 3) and 24 CFR Part 75. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 are to the greatest extent feasible directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing. The Section 3 Clause provides that total labor hours for the project are reported; labor hours for Section 3 Workers are reported; and labor hours for Section 3 Targeted Workers as defined in 24 CFR Part 75 are reported by the Borrower to the County for submittal to the Department of Housing and Urban Development.
2. The contractor agrees to include this Section 3 Clause in every subcontract on a Section 3 Project subject to compliance with regulations in 24 CFR Part 75.
3. Non-compliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted projects.

WORK ON NIGHTS, WEEKENDS, AND HOLIDAYS

Neither the prime contractor nor any subcontractor shall be allowed to perform one hundred percent (100%) of their work on this project on nights, weekends, or Palm Beach County recognized holidays. The prime contractor and all subcontractors shall, at a minimum, perform work on this project for the duration of one regular working day. The prime contractor may request a waiver to the above requirement should the nature of the project so necessitate.

LEAD-BASED PAINT POISONING PREVENTION ACT

References:

- 24 CFR Part 570
- 24 CFR Part 35
- Lead-Based Paint Poisoning Prevention Act, as amended
- Residential Lead-Based Paint Hazard Reduction Act of 1992
- 40 CFR Part 745

The aforementioned Acts and the referenced regulations prohibit the use of lead-based paint in housing receiving Federal assistance, and in child occupied facilities. In addition, these regulations require elimination of lead-based paint hazards in housing constructed prior to 1978 which receives Federal assistance.

SPECIAL PROVISIONS

COMPLIANCE WITH CLEAN AIR AND WATER ACTS

In compliance with the Clean Air Act, as amended, 42 U.S.C. 1857(R) et. Seq., Section 508 of Clean Water Pollution Control Act, as amended 33 U.S.C. 1368 and Executive Order 11738.

1251 et. Seq., and the regulations of the Environmental Protection Agency with respect thereto, the appropriate parts of 40 CFR as amended from time to time. Contractor agrees that:

- (1) No facility to be utilized in the performance of this Contract or any subcontract shall not be a facility listed on the EPA list of Violating Facilities pursuant to 40 CFR 15.20.
- (2) He will comply with all requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1368 relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308. And all regulations and guidelines issued there under.
- (3) He will promptly notify the Owner of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
- (4) He will comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 49-163).
- (5) He will include or cause to be included the provisions of paragraph (1) through (5) of this section in every nonexempt subcontract and that he will take such action as the Government may direct as a means of enforcing such provisions.

* * * * *

BUY AMERICA PREFERENCE FOR INFRASTRUCTURE PROJECTS

References:

- 2 CFR Parts 184
- 2 CFR Part 200.322
- OMB Memorandum M-22-11
- HUD CPD-23-12

Buy America Preference means the domestic content procurement preference set forth in section 70914 of the Build America, Buy America (BABA) Act, which requires the head of each Federal agency to ensure that none of the funds made available for an infrastructure project may be obligated unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States. "Project" means any activity related to the construction, alteration, maintenance, or repair of infrastructure in the United States.

- (1) The Buy America Preference (BAP) applies to awards where funds are appropriated or otherwise made available for infrastructure projects in the United States, regardless of whether infrastructure is the primary purpose of the award
- (2) Infrastructure encompasses public infrastructure projects which includes at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and

SPECIAL PROVISIONS

wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and building and real property; and structures, facilities, and equipment that generate transport, and distribute energy including electric vehicle (EV) charging.

- (3) The Federal awarding agency should interpret the term “infrastructure” broadly and consider the description provided in paragraph (c) above as illustrative and not exhaustive. When determining if a particular project of a type not listed in the description in paragraph (c) constitutes “infrastructure”, the Federal awarding agency should consider whether the project will serve a public function, including whether the project is publicly owned and operated, privately operated on behalf of the public, or is a place of public accommodation, as opposed to a project that is privately owned and not open to the public.
- (4) Subrecipients must document that they have followed the steps as outlined in the HUD CPD-23-12, to determine applicability of the BAP to projects.
- (5) The Buy America Preference must be included in all awards, subawards, contracts and purchase orders for the work performed, or products supplied under the award. The terms and conditions of a Federal award flow down to subawards to subrecipients unless a particular section of the terms and conditions of the Federal award specifically indicate otherwise.

Buy America Preference

- (a) All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coating, occurred in the United States
 - (b) All manufactured products used in the project are produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation
 - (c) All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.
- (6) Subrecipients must include the following BABA language in all procurement bid/ contract documents with subrecipients, contractors, developers and subgrantees:

“The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee’s infrastructure project. Pursuant to HUD’s Notice, “Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance”(88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.”

SPECIAL PROVISIONS

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

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

- (1) He is _____ of _____, the Bidder that has submitted a Bid to perform work for the following project:

Contract #: _____ Project Name: _____

- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Palm Beach County or any person interested in the proposed Contract: and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature: _____

STATE OF FLORIDA
COUNTY OF _____

Subscribed and sworn to (or affirmed) before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20__ by _____, who is ☐ personally known to me or ☐ who has produced _____ as identification.

NOTARY SEAL:

Notary Signature: _____

Notary Name: _____
Notary Public-State of Florida

Commission No. _____

SPECIAL PROVISIONS

ANTI-KICKBACK AFFIDAVIT

BEFORE ME, the undersigned authority, personally appeared _____, who, after being by me first duly sworn, deposes and says:

(1) I am _____ of _____, the undersigned that has submitted a proposal to perform work for the following project:

Contract #: _____ Project Name: _____

(2) I, the undersigned, hereby depose and say that no portion of the sum proposal in connection with the work to be performed at the property identified above will be paid to any employee of Palm Beach County or, _____ as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

Signature: _____

STATE OF FLORIDA
COUNTY OF _____

Subscribed and sworn to (or affirmed) before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____ 20__ by _____, who is ☐ personally known to me or ☐ who has produced _____ as identification.

NOTARY SEAL:

Notary Signature: _____

Notary Name: _____
Notary Public-State of Florida

Commission No. _____

SPECIAL PROVISIONS

CERTIFICATION OF ELIGIBILITY OF GENERAL CONTRACTOR

BEFORE ME, the undersigned authority, personally appeared _____, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that

- (1) He/she is the _____ of _____, hereinafter referred to as the "General Contractor"; with State of FL Contractor License or Palm Beach County Contractors Certificate of Competency

License/ Certification No: _____ Expiration Date: _____
who submitted a proposal to perform work for the following project:

Contract #: _____ Project Name: _____

- (2) He/she is fully informed that the Proposal submitted for work to be performed under the above mentioned contract, is being funded, in whole or in part, by a Federally-assisted or insured contract; and
- (3) The General Contractor nor any of its officers, partners, owners or parties of interest is not named on the current General Services Administration List of Parties Excluded from Federal Procurement or Non-procurement Programs prior to award of the contract; and
- (4) The General Contractor acknowledges that should the contractor be subsequently found ineligible after award of the contract, its Construction Contract shall be terminated and the matter referred to the Department of Labor, the Department of Housing and Urban Development, or the General Services Administration for its action; and
- (5) The General Contractor acknowledges the responsibility of informing all of its subcontractors that this contract is being funded, in whole or in part, by a Federally-assisted or insured contract; and
- (6) The General Contractor acknowledged the responsibility that all of its subcontractors are to sign a "Certification Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion-Lower-Tier Participant" as a part of its contract with such subcontractors, and that the "General Contractor" will retain such certifications in its files. Furthermore, should the subcontractor be subsequently found ineligible after award of the Construction Contract, its contract with the "General Contractor" shall be terminated and the matter referred to the Department of Labor, the Department of Housing and Urban Development, or the General Services Administration, for its action.

Signature: _____

STATE OF FLORIDA
COUNTY OF _____

Subscribed and sworn to (or affirmed) before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____ 20__ by _____, who is ☐ personally known to me or ☐ who has produced _____ as identification.

NOTARY SEAL:

Notary Signature: _____

Notary Name: _____
Notary Public-State of Florida

Commission No. _____

SPECIAL PROVISIONS

CERTIFICATION OF NONSEGREGATED FACILITIES

The undersigned certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control where segregated facilities are maintained. The undersigned certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location under his/her control where segregated facilities are maintained. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The undersigned agrees that (except where he/she has obtained identical certification from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000, and that he/she will retain such certifications in his/her files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Project Name: _____

Company Name and Address: _____

Signature

Name and Title

Date

SPECIAL PROVISIONS

WORKFORCE PROJECTION

PROJECT NAME:

Instructions: Consult the Project Wage Decision/s and check all the work classifications that you anticipate will be working on this project including the prime contractor's work force and all subcontractors' work forces.

OPERATORS

- ☐ Asphalt Paver
- ☐ Backhoe
- ☐ Backhoe Loader Combo
- ☐ Bobcat/ Skid Steer/ Skid Loader
- ☐ Boom
- ☐ Boring Machine
- ☐ Broom/ Sweeper
- ☐ Bulldozer
- ☐ Concrete Finishing Machine
- ☐ Concrete Pump
- ☐ Concrete Saw
- ☐ Crane
- ☐ Crane, all tower cranes
- ☐ Crane with boom length 150 ft and over
- ☐ Crane with boom length less than 150 ft
- ☐ Crane, all Cranes over 160 Ton Capacity
- ☐ Crane – all Cranes over 15 Ton Capacity
- ☐ Curb Machine
- ☐ Distributor
- ☐ Drill
- ☐ Excavator
- ☐ Forklift
- ☐ Gradall
- ☐ Grader/Blade
- ☐ Grinding/ Grooving Machine
- ☐ Highway/ Parking Lot Striping – Striping Machine Operator
- ☐ Highway/ Parking Lot Striping – Spray Nozzleman
- ☐ Loader
- ☐ Mechanic (type: _____)
- ☐ Milling Machine
- ☐ Oiler
- ☐ Paver – Asphalt, Aggregate, Concrete
- ☐ Piledriver
- ☐ Post Driver (Guardrail/ Fences)
- ☐ Roller
- ☐ Scraper
- ☐ Screed
- ☐ Trackhoe
- ☐ Tractor
- ☐ Trencher

DRIVERS

- ☐ Truck Driver, Distributor Truck
- ☐ Truck Driver, Dump Truck
- ☐ Truck Driver, Flatbed Truck
- ☐ Truck Driver, Lowboy Truck
- ☐ Truck Driver, Slurry Truck
- ☐ Truck Driver, Vactor Truck
- ☐ Truck Driver, Water Truck
- ☐ Truck Driver, Off the Road Truck

OTHER WORK CLASSIFICATIONS

- ☐ Asbestos Worker/ Heat & Frost Insulator
- ☐ Bricklayer
- ☐ Carpenter, includes Form Work
- ☐ Carpenter, excludes Drywall Hanging

- ☐ Carpenter – includes Acoustical Ceiling Installation, Drywall Finishing/ Taping, Drywall Hanging, Form Work, Metal Stud Installation
- ☐ Carpenter – Piledriverman
- ☐ Cement Mason/Concrete Finisher
- ☐ Drywall Finisher/Taper
- ☐ Drywall Hanger
- ☐ Elevator Mechanic
- ☐ Fence Erector
- ☐ Glazier
- ☐ Highway/ Parking Lot Striping - Painter
- ☐ Installer – Guardrail
- ☐ Ironworker – Ornamental, Reinforcing, Structural
- ☐ Tile Setter
- ☐ Laborer – Traffic Control Specialist, incl. placing of cones/ barricades/ barrels – Setter, Mover, Sweeper
- ☐ Laborer – Asphalt, incl Raker, Shoveler, Spreader and Distributor
- ☐ Laborer - Common or General
- ☐ Laborer – Flagger
- ☐ Laborer – Grade Checker
- ☐ Laborer - Landscape and Irrigation
- ☐ Laborer – Mason Tender – Brick
- ☐ Laborer – Mason Tender – Cement/ Concrete
- ☐ Laborer - Common or General, including Cement Mason Tending
- ☐ Laborer – Plaster Tender
- ☐ Laborer – Pipelayer
- ☐ Laborer - Power Tool Operator (Hand Held Drills/ Saws, Jackhammer and Power Saws only)
- ☐ Laborer – Roof Tearoff
- ☐ Painter - brush, roller & spray
- ☐ Electrician
- ☐ Electrician (includes Low Voltage Wiring)
- ☐ HVAC Mechanic (Installation of HVAC Unit Only, Excludes Installation of HVAC Pipe and Duct)
- ☐ Pipefitter (includes HVAC pipe, Unit and Temperature Controls Installations)
- ☐ Sheet Metal Worker (includes HVAC duct installation, excludes Metal Roof installation)
- ☐ Plumber
- ☐ Roofer (includes Built Up, Modified Bitumen, and Shake & Shingle Roofs, Excludes Metal Roofs)
- ☐ Roofer – Metal Roof
- ☐ Sign Erector
- ☐ Sprinkler Fitter (fire sprinklers)
- ☐ Welder
- ☐ Additional Classifications (must specify below):

Submitted by: _____ Company Name: _____ Date: _____

SPECIAL PROVISIONS

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION-LOWER TIER PARTICIPANT (SUBCONTRACTORS)

Certification Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion-Lower-Tier Covered Transactions pursuant to 24 CFR, Code of Federal Regulations, Part 24.510(b) and HUD Handbook 1300.13 REV.1:

By signing and submitting this proposal, the prospective lower-tier participant, certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Further, I, we, provide the certification set out below:

1. I, and any principals of my firm, understand that 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 I, we, 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.
2. Further, I, and any principal of my firm, shall provide immediate written notice to the person to which this proposal is submitted if at any time I, we, learn that my/our certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. By submitting this proposal, I, and any principals of my firm, agree that should the proposed covered transaction be entered into, I, we, will 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 agency with which this transaction originated.
4. I, and any principals of my firm, further agree by submitting this proposal that I/we, will include this Certification, without modification, in all lower tier covered transactions and in all solicitations for lower-tier covered transacting.

Project Name: _____

Subcontractor Name: _____

Address: _____

State of FL Contractor License or Palm Beach County Contractors Certificate of Competency

License/ Certification No: _____ Expiration Date: _____

By:

Name and Title

Signature

Date

SPECIAL PROVISIONS

Statement And Acknowledgment	OMB Control Number: 9000-0066 Expiration Date: 5/31/2025
-------------------------------------	---

Part I - Statement Of Prime Contractor

1. Prime Contract Number <small>Enter the Prime's designation or leave blank</small>	2. Date Subcontract Awarded	3. Subcontract Number <small>Enter the Prime's designation or leave blank</small>	
4. Prime Contractor		5. Subcontractor	
a. Name	PRIME CONTRACTOR		
b. Street Address	LOWER TIER SUBCONTRACTOR, MUST MATCH BLOCK 15		
c. City	d. State	e. ZIP Code	
c. City	d. State	e. ZIP Code	
6. The prime contract <input checked="" type="checkbox"/> does, <input type="checkbox"/> does not contain the clause entitled "Contract Work Hours and Safety Standards Act -- Overtime Compensation."			
7. The prime contractor states that under the contract shown in Item 1, a subcontract was awarded on the date shown in Item 2 to the subcontractor identified in Item 5 by the following firm:			
a. Name Of Awarding Firm <small>Usually the PRIME, but may be a subcontractor awarding a lower tier subcontract</small>			
b. Description Of Work By Subcontractor			

Description of the work to be performed by the subcontractor listed in Block 5

8. Project <small>Project Name</small>	9. Location <small>Project Address</small>	
10a. Name Of Person Signing	11. By (Signature)	12. Date Signed
10b. Title Of Person Signing	TO BE SIGNED BY PRIME CONTRACTOR	

Part II - Acknowledgment Of Subcontractor

13. The subcontractor acknowledges that the following clauses of the contract shown in Item 1 are included in this subcontract:	
Contract Work Hours and Safety Standards Act - Overtime Compensation (If included in prime contract see Block 6) Payrolls and Basic Records Withholding of Funds Disputes Concerning Labor Standards Compliance with Construction Wage Rate Requirements and Related Regulations	Construction Wage Rate Requirements Apprentices and Trainees Compliance with Copeland Act Requirements Subcontracts (Labor Standards) Contract Termination - Debarment Certification of Eligibility

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STANDARD FORM 1413 (REV. 10/2023)
Prescribed by GSA/FAR (48 CFR) 53.222(e)

SPECIAL PROVISIONS

14. Name(s) Of Any Intermediate Subcontractors, If Any

A	Tier 2 Subcontractor, if any (any subcontractors listed here must submit a separate Form 1413, where this entity will be listed in Block 5 and Block 15, and the subcontractor that awarded the	C	
B	subcontract will be listed in Block 7a	D	

15a. Name Of Person Signing	16. By (Signature)	17. Date Signed
15b. Title Of Person Signing	TO BE SIGNED BY SUBCONTRACTOR LISTED IN BLOCK 5	

Paperwork Reduction Act Statement - This information collection meets the requirements of 44 U.S.C. § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0066. We estimate that it will take .05 hours to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: U.S. General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.

*This form will be provided to the Prime Contractor in fillable PDF format after contract award
 ** Block 4 and Block 10a through 12 always contains the Prime Contractor information
 ***Block 7a is the entity that awarded the subcontract, for example the Prime or a Tier 1 sub
 ****This Form shall be submitted by all subcontractors. This form must be submitted by the Prime within 14 days of a subcontract award

SPECIAL PROVISIONS

Contract and Subcontract Activity				U.S. Department of Housing and Urban Development				OMB Approval No.: 2577-0088 OMB Approval No.: 2502-0355			
Public reporting burden for this collection of information is estimated to average .5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The information is voluntary. HUD may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB Control Number.											
Executive Orders dated July 14, 1983, directs the Minority Business Development Plans shall be developed by each Federal Agency and the these annual plans shall establish minority business development objectives. The information is used by HUD to monitor and evaluate MBE activities against the total program activity and the designated minority business enterprise (MBE) goals. The Department requires the information to provide guidance and oversight for programs for the development of minority business enterprise concerning Minority Business Development. If the information is not collected HUD would not be able to establish meaningful MBE goals nor evaluate MBE performance against these goals.											
Privacy Act Notice = The United States Department of Housing and Urban Development, Federal Housing Administration, is authorized to solicit the information requested in this form by virtue of Title 12, United States Code, Section 1701 et seq., and regulation. It will not be disclosed or released outside the United States Department of Housing and Urban Development without your consent, except as required or permitted by Law.											
1. Grantee/Project Owner/Developer/Sponsor/Builder/Agency				Check if: <input type="checkbox"/> PH <input type="checkbox"/> IH <input type="checkbox"/> CPD <input type="checkbox"/> Housing		2. Location (City, State Zip Code)					
3a. Name of Contact Person				3b. Phone Number (including Area Code)		4. Reporting Period <input type="checkbox"/> Oct. 1 - Sept. 30 (Annual -FY)		5. Program Code (Not applicable for CPD programs.) See explanation of Codes at bottom of Page Use a separate sheet for each program code.		6. Date Submitted to Field Office	
Grant/Project Number or HUD Case Number or other identification of property, subdivision, dwelling unit, etc. 7a.		Amount of Contract or Subcontract 7b.		Type of Trade Code (See below) 7c.		Contractor or Subcontractor Business Racial/Ethnic (See below) 7d.		Woman Owned Business (Yes or No) 7e.		Prime Contractor Identification (ID) Number 7f.	
										Subcontractor Identification (ID) Number 7h.	
										Sec. 3 7g.	
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SPECIAL PROVISIONS

REQUIRED USE OF THE LABOR COMPLIANCE REPORTING SYSTEM (LCRS)

As part of the County's commitment to assist the Borrower and its contractors/subcontractors to comply with legal and contractual requirements including Davis Bacon and Related Acts (DBRA) and Section 3 requirements at 24 CFR Part 75, the Department of Housing & Economic Development has established a Labor Compliance Reporting System ("LCRS") for this project. The Borrowers contractors/subs will no longer be required to submit paper copies of fringe benefits statements, weekly-certified payroll reports and/or work performance reports, and shall instead use the LCRS for all DBRA reporting and tracking. The LCRS is available for use 24-hours a day, 7 days a week, at no cost for reporting weekly certified payrolls, labor hours on Section 3 Covered Projects, and labor compliance related documents. Utilization of this system should also prove helpful in expediting the process of reviewing payrolls, approving progress payments to contractors and reimbursement payments to Borrowers/developers.

User Responsibilities

1. Borrowers, and its contractors/subs shall NOT create internet links to the Service or Frame or mirror any content on any other server or wireless or internet-based device.
2. Borrower and its contractors/subs are responsible for all activity occurring under User account and shall abide by all applicable local, state, national laws, treaties and regulations in connection with the use of the service, including those related to data privacy, international communications and the transmission of technical data. The LCRS Web Address for contractors/subs use will be provided by DHED, along with Federal Requirements and Wage Decision(s).
3. Borrower shall require its contractor and subs to register through the Labor Compliance Reporting System. This language shall be contained in the Borrower's Bid and Construction documents.
4. Borrower shall require All fringe benefits statements, weekly-certified payroll reports to be submitted through the LCRS and this language shall be contained in the Borrower's Bid and Construction documents.

Disclaimer of Warranties for LCRS

County makes no representation, warranty, or guaranty as to the reliability, timeliness, quality, suitability, truth, availability, accuracy or completeness of the service or any content. County does not represent or warrant that:

1. The use of the service will be secure, timely, uninterrupted or error-free or operate in combination with any other hardware, software, system or data.
2. The service will meet Borrower's Requirements or expectations.
3. Any stored data will be accurate or reliable.
4. The quality of any products, services, information or other material purchased or obtained by Borrower through the service will meet Borrower's requirements or expectations.
5. Errors or defects will be corrected.
6. The service or the servers that make the service available are free of viruses or other harmful components.

All content is provided to Borrower strictly on an "AS IS" basis. All conditions, representations and warranties, whether expressed or implied, statutory or otherwise, including, without limitation, any implied warranty of merchantability or fitness for a particular purpose are hereby disclaimed to the maximum extent permitted by applicable law by County.

SPECIAL PROVISIONS

POSTING THE WAGE DECISION, DAVIS BACON POSTERS AND ADDITIONAL CLASSIFICATIONS WAGES

The prime contractor shall, for each federally funded project, supply and install a minimum (1) 4 ft x 4 ft display surface with clear acrylic cover sheet for all-weather protection and easy visibility on the job site.

Said panel shall be mounted on a substantial post of steel, aluminum, or wood, with the bottom edge of the panel at 48" from ground level. Exceptions to this mounting system may be approved by Palm Beach County Department of Housing and Economic Development.

The contractor shall supply a standard display of posters at the job site, including but not limited to:

- Employee Rights Under the Davis- Bacon Act Form WH-1321 (English)
- Employee Rights Under the Davis-Bacon Act Form WH-1321 (Spanish)
- applicable Wage Decision(s)
- additional classifications wages
- Palm Beach County seal

The above posters, wage decision and Palm Beach County seal for display will be provided by Palm Beach County Department of Housing and Economic Development at the pre-construction conference. The prime contractor is responsible for posting these in a place that is easily accessible to all the construction workers employed on the project and where the wage decision and poster will not be destroyed by wind, rain, etc. The purpose of this posting is to provide information to the construction laborers and mechanics working on the project about their entitlement to the prevailing wage for their trade, and to advise them whom to contact (the contract administrator) in they have any questions or want to file a complaint.

The contractor shall be responsible for all other Federal, State and/ or local poster requirements.

The cost of poster mounting boards and posts are to be paid for by the contractor.

Display board must be maintained in a legible condition throughout the entire project duration. Failure to provide the above could result in suspension of contract payments until violation(s) are corrected as directed by Palm Beach County Department of Housing and Economic Development.

SPECIAL PROVISIONS

GUIDANCE TO CONTRACTORS FOR COMPLIANCE WITH FEDERAL LABOR STANDARDS PROVISIONS

A. Contracts with Two Wage Decisions

If the contract includes two wage decisions, the contractor, and each subcontractor who works on the site, must submit either two separate payrolls (one for each wage decision) or one payroll which identifies each worker twice and the hours worked under each wage decision. One single payroll, reflecting each worker once, may be submitted provided the Contractor uses the higher rate in the wage decisions for each identical job classification. However, where a job classification is not listed in a wage decision and is needed for that portion of the work, the classification must be added to the wage decision. You must apply for an additional classification. Please see below for **E. Classifications not included in the wage decision.** A worker may not be paid at the rate for a classification using the hourly rate for that same classification in another wage decision. After the additional classification is approved, the contractor may pay the higher of the two rates and submit one payroll, if desired.

B. Complying with Minimum Hourly Amounts

(1) The minimum hourly amount due to a worker in each classification is the total of the amounts in the "Rates" and "Fringe Benefits" (if any) columns of the applicable wage decision.

(2) The contractor may satisfy this minimum hourly amount by any combination of wages and bona fide fringe benefits, regardless of the individual amounts reflected in the "Rates" and "Fringe Benefits" columns.

For example: The Davis-Bacon wage decision requires:

Basic Hourly Rate	\$10.00
<u>Fringe Benefits</u>	<u>\$1.00</u>
Total Prevailing Wage	\$11.00

Employers may comply by paying: 1. \$11.00 in cash wages; 2. \$10.00 plus \$1.00 in bona fide fringe benefits; or 3. any combination of wages and benefits that totals \$11.00 per hour.

(3) Fringe benefits may include:

- Sick, vacation, or holiday pay
- Costs to defray expenses of apprenticeship or similar programs
- Medical or hospital care
- Supplemental unemployment benefits
- Health insurance
- Life insurance
- Pensions on retirement or death
- Compensation for injuries or illness resulting from occupational activity
- Other bona fide fringe benefits or
- Insurance to provide any of the above

Generally, a fringe benefit is bona fide if (a) it is available to most workers and (b) involves payments to a third party.

Fringe benefits do not include employer contributions or payments required by other federal, state, or local law, such as FICA, workers' compensation or unemployment compensation.

(4) Calculating Fringe Benefits. The hourly value of the fringe benefit is calculated by dividing the contractor's annual cost (excluding any amount contributed by the worker) for the fringe

SPECIAL PROVISIONS

benefit by 2080 hours. Therefore, for workers with overtime, an additional payment may be required to meet the minimum hourly wages since generally fringe benefits have no value for any time worked over 40 hours weekly. (If a worker is paid more than the minimum rates required by the wage decision, this should not be a problem. As long as the total wages received by a worker for straight time equals the hours worked times the minimum hourly rate in the wage decision, the requirement of the Davis-Bacon and Related Acts has been satisfied.)

C. Overtime

Overtime (O/T) hours are defined as all hours worked in excess of 40 hours in any workweek. Where governed by Federal labor standards, O/T hours shall be compensated at not less than one and one-half times the basic rate of pay plus the straight-time (S/T) rate of any required fringe benefits. For example, if the wage decision requires \$10/hour basic plus \$5/hour fringe benefits, the O/T rate would be: $(\$10 \times 1.5) + \$5 = \$20/\text{hour}$

D. Deductions

The employer may make payroll deductions as permitted by DOL relations in 29 CFR Part 3. These regulations prohibit the employer from requiring employees to “kick back” any of their earnings. Deductions may include employee obligations for income taxes, Social Security payments, insurance premiums, retirement contributions, savings accounts, and any other legally permissible deduction authorized by the employee. Deductions may also be made for payments on judgments and other financial obligations legally imposed against the employee (which will require documentation).

Workers who have “Other” deductions, not required by law, from their pay must authorize these deductions in writing. The authorization must identify the purpose of each deduction and the amount, which may be a specific dollar amount or a percentage. A copy of the authorization must be submitted with the first payroll containing the deduction. If deducted amounts increase, another authorization must be submitted. If deducted amounts decrease, no revision to the original authorization is needed. Court-ordered deductions, such as child support, may be identified by the responsible payroll person in a separate document. This document should identify the worker, the amount deducted and the purpose. A copy of the court order should be submitted.

E. Classifications Not Included in the Wage Decision

If a classification not in the wage decision is required, please advise the owner’s representative in writing and identify the job classification(s) required. In some instances, the State agency may allow the use of a similar classification in the wage decision.

Otherwise, the contractor and affected workers must agree on a minimum rate, which cannot be lower than the lowest rate for any trade in the wage decision. Laborers (including any subcategory of the laborer classification) and truck drivers are not considered a trade for this purpose. If the classification involves a power equipment operator, the minimum cannot be lower than the lowest rate for any power equipment operator in the wage decision. The owner will provide forms to document agreement on the minimum rate by the affected workers and contractor.

The U.S. Department of Labor (USDOL) must approve the proposed classification and rate. The contractor may pay the proposed rate until the USDOL makes a determination. Should the USDOL require a higher rate, the contractor must make wage restitution to the affected worker(s) for all hours worked under the proposed rate.

F. Supervisory Personnel

Foremen and other supervisory personnel who spend at least 80% of their time supervising workers are not covered by the Davis-Bacon and Related Acts. Therefore, a wage decision will not include such supervisory classifications and their wages are not subject to any minimums

SPECIAL PROVISIONS

under the Davis-Bacon and Related Act or overtime payments under the Contract Work Hours and Safety Standards Act.

However, foremen and other supervisory personnel who spend less than 80% of their time engaged in supervisory activities are considered laborers/ mechanics for the time spent engaged in manual labor and must be paid at least the minimum in the wage decision for the appropriate classification(s) based on the work performed.

G. Split Classification

Laborers and mechanics that perform work in more than one classification may be compensated at the rate specified for each classification provided that the employer maintains time records that accurately set forth the time spent in each classification in which the work was performed. If accurate time records are not maintained, the employee shall be compensated at the highest of all wage rates for the classifications in which work was performed.

H. Sole Proprietorships/ Independent Contractors/ Leased Workers

The nature of the relationship between a prime contractor and a worker does not affect the requirement to comply with the labor standards provisions of this contract. The applicability of the labor standards provisions is based on the nature of the work performed.

If the work performed is primarily manual in nature, the worker is subject to the labor standards provisions in this contract. For example, if John Smith is the owner of ABC Plumbing and performs all plumbing work himself, then Mr. Smith is subject to the labor standards provisions, including minimum wages and overtime. His status as “owner” is irrelevant for labor standards purposes.

If a worker meets the IRS standards for being an independent contractor, and is employed as such, this means that the worker must submit a separate payroll as a subcontractor rather than be included on some other payroll. The worker is still subject to the labor standards provisions in this contract, including minimum wages and overtime.

If a contractor or subcontractor leases its workers, they are subject to the labor standards provisions in this contract, including minimum wages and overtime. The leasing firm must submit payrolls and these payrolls must reflect information required to determine compliance with the labor standards provisions of this contract, including a classification for each worker based on the nature of the work performed, number of regular hours worked, and number of overtime hours worked.

I. Piece rate/ piece work employees

Employees whose earnings are calculated by the amount of work produced (rather than hours worked) must receive no less than the applicable DBRA wage rate based upon the hours of work performed. The employer must divide the piece rate earnings by the actual hours worked to determine the “effective” hourly rate. The effective hourly rate must be calculated for each week’s earnings and must be no less than the applicable prevailing wage rate. It does not matter whether the effective hourly rate changes from week to week as long as the result is at least as much as the prevailing wage rate. If the effective hourly rate is less than the applicable prevailing wage rate, the employee must be compensated at the prevailing wage rate for all hours worked.

J. Apprentices/ Helpers

A worker may be classified as an apprentice only if employed and individually registered in a bona fide apprenticeship program. Bona fide programs are those that have been registered with DOL, Employment and Training Administration, Office of Apprenticeship, or with a DOL-recognized State Apprenticeship Agency (SAA).

SPECIAL PROVISIONS

Documentation of participation must be submitted. Generally, the apprentice program specifies that the apprentice will be compensated at a percentage of journeyman rate. For Davis-Bacon Act purposes, the hourly rate cannot be lower than the percentage of the hourly rate for the classification in the applicable wage decision.

If the worker does not participate in a federal or state apprentice program, then the worker must be classified according to duties performed. This procedure may require classification in the "trade" depending on tools used, or as a laborer if specialized tools of the trade are not used. The contractor may want to consult with the Wage and Hour Division of the U.S. Department of Labor located in most large cities regarding the appropriate classification.

Presently, no worker may be classified as a "helper". As with apprentices not participating in a formal apprentice program, the worker must be classified according to duties performed and tools used.

* * * * *

FEDERAL LABOR STANDARDS PROVISIONS

Exhibit A – HUD-4010 Federal Labor Standards Provisions.

SPECIAL PROVISIONS

HUD-4010
Federal Labor Standards Provisions

U.S. Department of Housing and Urban Development
Office of Davis-Bacon and Labor Standards

A. APPLICABILITY

The Project or Program to which the construction work covered by this Contract pertains is being assisted by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

1. Minimum wages and fringe benefits

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

ii. Frequently recurring classifications

- A. In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to 29 CFR 5.5(a)(1)(iii), provided that:
 1. The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;
 2. The classification is used in the area by the construction industry; and
 3. The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.
- B. The Administrator will establish wage rates for such classifications in accordance with 29 CFR 5.5(a)(1)(iii)(A)(3). Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

iii. Conformance

- A. The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be

SPECIAL PROVISIONS

classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
2. The classification is used in the area by the construction industry; and
3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- B. The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.
- C. If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- D. In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- E. The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under 29 CFR 5.5 (a)(1)(iii)(C) and (D). The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to 29 CFR 5.5 (a)(1)(iii)(C) or (D) must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

iv. Fringe benefits not expressed as an hourly rate

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

v. Unfunded plans

If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in 29 CFR 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

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

SPECIAL PROVISIONS

2. Withholding

i. Withholding requirements

The U. S. Department of Housing and Urban Development may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in 29 CFR 5.5(a) for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in 29 CFR 5.5(a)(3)(iv), HUD may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

ii. Priority to withheld funds

The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

- A. A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- B. A contracting agency for its procurement costs;
- C. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- D. A contractor's assignee(s);
- E. A contractor's successor(s); or
- F. A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

3. Records and certified payrolls

i. Basic record requirements

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

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

C. Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(v) that the wages of any laborer or mechanic include the amount of any

SPECIAL PROVISIONS

costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

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

ii. Certified payroll requirements

A. Frequency and method of submission The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to HUD if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system

B. Information required The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i)(B), except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

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

1. That the certified payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information and basic records are being maintained under 29 CFR 5.5 (a)(3)(i), and such information and records are correct and complete;
2. That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly

SPECIAL PROVISIONS

from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.
 - D. **Use of Optional Form WH-347** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the “Statement of Compliance” required by 29 CFR 5.5(a)(3)(ii)(C).
 - E. **Signature** The signature by the contractor, subcontractor, or the contractor’s or subcontractor’s agent must be an original handwritten signature or a legally valid electronic signature.
 - F. **Falsification** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.
 - G. **Length of certified payroll retention** The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- iii. **Contracts, subcontracts, and related documents** The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- iv **Required disclosures and access**
- A. **Required record disclosures and access to workers** The contractor or subcontractor must make the records required under 29 CFR 5.5(a)(3)(i)–(iii), and any other documents that HUD or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by 29 CFR 5.1, available for inspection, copying, or transcription by authorized representatives of HUD or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.
 - B. **Sanctions for non-compliance with records and worker access requirements** If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to 29 CFR 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.
 - C. **Required information disclosures** Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to HUD if the agency is a party to

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the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. **Apprentices and equal employment opportunity**

i. **Apprentices**

- A. Rate of pay** Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- B. Fringe benefits** Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.
- C. Apprenticeship ratio** The allowable ratio of apprentices to journeymen on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to 29 CFR 5.5(a)(4)(i)(D). Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in 29 CFR 5.5(a)(4)(i)(A), must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.
- D. Reciprocity of ratios and wage rates** Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

- ii Equal employment opportunity** The use of apprentices and journeymen under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

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

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6 Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (11), along with the applicable wage determination(s) and such other clauses or contract modifications as the U.S. Department of Housing and Urban Development may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

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

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

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

10. Certification of eligibility.

i. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

ii. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

iii. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

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

i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;

ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;

iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5; or

iv. Informing any other person about their rights under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5.

B. Contract Work Hours and Safety Standards Act (CWHSSA)

The Agency Head must cause or require the contracting officer to insert the following clauses set forth in 29 CFR 5.5(b)(1), (2), (3), (4), and (5) in full, or (for contracts covered by the Federal Acquisition Regulation) by reference, in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses must

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be inserted in addition to the clauses required by 29 CFR 5.5(a) or 4.6. As used in this paragraph, the terms “laborers and mechanics” include watchpersons and guards.

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

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in 29 CFR 5.5(b)(1) the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in 29 CFR 5.5(b)(1), in the sum of \$31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 CFR 5.5(b)(1).

3. Withholding for unpaid wages and liquidated damages

i. Withholding process The U.S Department of Housing and Urban Development or the recipient of Federal assistance may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in 29 CFR 5.5(b) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

ii Priority to withheld funds The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

- A.** A contractor’s surety(ies), including without limitation performance bond sureties and payment bond sureties;
- B.** A contracting agency for its procurement costs;
- C.** A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor’s bankruptcy estate;
- D.** A contractor’s assignee(s);
- E.** A contractor’s successor(s); or
- F.** A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in 29 CFR 5.5(b)(1) through (5) and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR 5.5(b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss,

SPECIAL PROVISIONS

due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

- 5 Anti-retaliation** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
- i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in 29 CFR part 5;
 - ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or 29 CFR part 5;
 - iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or 29 CFR part 5; or
 - iv. Informing any other person about their rights under CWHSSA or 29 CFR part 5.
- C. CWHSSA required records clause** In addition to the clauses contained in 29 CFR 5.5(b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by 29 CFR 5.1, the Agency Head must cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made and actual wages paid. Further, the Agency Head must cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.
- D. Incorporation of contract clauses and wage determinations by reference** Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.
- E. Incorporation by operation of law** The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations, will be considered to be a part of every prime contract required by the applicable statutes referenced by 29 CFR 5.1 to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

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F. HEALTH AND SAFETY

The provisions of this paragraph (F) are applicable where the amount of the prime contract exceeds **\$100,000**.

- 1.** No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
- 2.** The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.
- 3.** The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

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"General Decision Number: FL20260130 01/02/2026

Superseded General Decision Number: FL20250130

State: Florida

Construction Type: Heavy

County: Palm Beach County in Florida.

HEAVY CONSTRUCTION PROJECTS (Including Sewer and Water Lines)

Modification Number Publication Date
0 01/02/2026

ELEC0728-006 03/01/2025

	Rates	Fringes
ELECTRICIAN.....	\$ 40.25	15.20

ENGI0487-023 07/01/2023

	Rates	Fringes
OPERATOR: Crane		
All Cranes 75 Tons and below.....	\$ 37.07	14.90
All Cranes Over 300 Ton, Electric Tower, Luffing Boom Cranes.....	\$ 40.40	14.90
Cranes 130-300 Ton.....	\$ 39.38	14.90
Cranes 76 ton to 129 Ton....	\$ 37.57	14.90

ENGI0487-026 07/01/2023

	Rates	Fringes
OPERATOR: Drill		
Drill Rig, Truck Mounted, Sterling Class.....	\$ 27.00	14.90
Drill Rig, Truck Mounted, Watson Class.....	\$ 32.75	14.90
OPERATOR: Oiler.....	\$ 27.53	14.90

IRON0402-003 10/01/2024

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 28.90	15.66

LAB01652-004 05/01/2018

	Rates	Fringes
LABORER: Grade Checker.....	\$ 22.05	7.27

PAIN0452-007 08/01/2025

	Rates	Fringes
PAINTER: Brush, Roller and Spray.....	\$ 27.00	14.78

SPECIAL PROVISIONS

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 17.00	2.51
CEMENT MASON/CONCRETE FINISHER...	\$ 16.93	0.00
LABORER: Common or General.....	\$ 10.64	0.00
LABORER: Landscape.....	\$ 7.25	0.00
LABORER: Pipelayer.....	\$ 14.00	0.00
LABORER: Power Tool Operator (Hand Held Drills/Saws, Jackhammer and Power Saws Only).....	\$ 10.63	2.20
OPERATOR: Asphalt Paver.....	\$ 11.59	0.00
OPERATOR: Backhoe Loader Combo.....	\$ 16.10	2.44
OPERATOR: Backhoe/Excavator.....	\$ 15.33	3.60
OPERATOR: Bulldozer.....	\$ 14.95	0.81
OPERATOR: Grader/Blade.....	\$ 16.00	2.84
OPERATOR: Loader.....	\$ 16.05	0.00
OPERATOR: Mechanic.....	\$ 14.32	0.00
OPERATOR: Roller.....	\$ 10.95	0.00
OPERATOR: Scraper.....	\$ 11.00	1.74
OPERATOR: Trackhoe.....	\$ 20.92	5.50
OPERATOR: Tractor.....	\$ 10.54	0.00
TRUCK DRIVER, Includes Dump Truck.....	\$ 9.60	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 12.73	0.00
TRUCK DRIVER: Off the Road Truck.....	\$ 12.21	1.97

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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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

SPECIAL PROVISIONS

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>.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

SPECIAL PROVISIONS

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

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Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

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200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION

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SPECIAL PROVISIONS

"General Decision Number: FL20260264 01/02/2026

Superseded General Decision Number: FL20250264

State: Florida

Construction Type: Highway

County: Palm Beach County in Florida.

HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/02/2026

SUFL2022-033 06/27/2024

	Rates	Fringes
CARPENTER.....	\$ 19.98	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 20.11	0.00
ELECTRICIAN.....	\$ 27.05	0.00
IRONWORKER.....	\$ 24.44	0.00
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor.....	\$ 16.65	0.00
LABORER: Common or General.....	\$ 16.94	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 20.24	2.01
LABORER: Pipelayer.....	\$ 17.15	0.00
LABORER: Grade Checker.....	\$ 17.21	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 21.96	2.32
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 17.10	0.00
OPERATOR: Boom.....	\$ 33.61	11.50
OPERATOR: Broom/Sweeper.....	\$ 16.46	0.00
OPERATOR: Bulldozer.....	\$ 20.52	0.00
OPERATOR: Crane.....	\$ 34.84	0.00
OPERATOR: Grader/Blade.....	\$ 19.25	0.00
OPERATOR: Loader.....	\$ 17.83	0.00
OPERATOR: Mechanic.....	\$ 29.69	0.00
OPERATOR: Milling Machine.....	\$ 19.68	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 21.74	0.00

SPECIAL PROVISIONS

OPERATOR: Piledriver.....	\$ 22.02	0.00
OPERATOR: Roller.....	\$ 16.82	0.00
OPERATOR: Scraper.....	\$ 15.54	0.00
OPERATOR: Screed.....	\$ 19.24	0.00
OPERATOR: Tractor.....	\$ 16.91	0.66
PAINTER.....	\$ 21.02	0.00
TRAFFIC CONTROL PERSON.....	\$ 16.68	0.00
TRUCK DRIVER: Dump Truck.....	\$ 16.53	0.00
TRUCK DRIVER: Flatbed Truck.....	\$ 19.46	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 21.36	2.45
TRUCK DRIVER: Off the Road Truck.....	\$ 16.55	0.00
TRUCK DRIVER: Water Truck.....	\$ 18.27	0.00
TRUCK DRIVER: Distributor Truck.....	\$ 19.02	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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SPECIAL PROVISIONS

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SPECIAL PROVISIONS

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SPECIAL PROVISIONS

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U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION

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SUPPLEMENTAL SPECIAL PROVISIONS



Cannongate / Harpers Ferry Blvd from Summit Blvd to Cannon Way

1 – Catch Basin: S.E. corner of Harper's Ferry Blvd. and Sumter Rd.

**1 – 18" Pipe across
Harpers Ferry Blvd.:**
From W. Pond to E. Pond across Harper's Ferry Rd.

**2 – Catch Basins and
30" Pipe with
endwalls:** At the Ponds, W. side and E. side

PBC#2025-214

- Milling and Resurfacing
- ADA Curb Ramp Upgrades
- Striping
- Curbing
- Speed Humps
- Sidewalk Repairs
- Drainage Pipe Replacements
- Drainage Structure

SUPPLEMENTAL SPECIAL PROVISIONS

Scope Overview Map



SUPPLEMENTAL SPECIAL PROVISIONS

Project Limits: Harper's Ferry Blvd / Summit Blvd to Cannon Way

Includes:

- Entire Right of Way of Harpers Ferry Blvd from Summit Blvd to Cannon Way
- Ilene Rd W from western most end of curb return to Ilene Rd E to eastern most end of curb return
- Sumter Rd W from western most end of curb return to Sumter Rd E to eastern most end of curb return
- Pond Outfalls including all stormwater structures from roadway drainage system (existing and proposed)

SCOPE:

Shall be completed as outlined within the project limits and existing locations.

**Field Adjustment per Department Representative during construction*

Milling and Resurfacing:

- Entirety of Harpers Ferry Blvd from Summit Blvd to Cannon Way shall be milled (1") and resurfaced.
- Sidestreet milling will go to the back of the curb return, or 5' past the loops whichever is farther.
- Remove and replace speed humps

Drainage System

- Remove and replace stormdrain structures and pipe culverts

Pathway

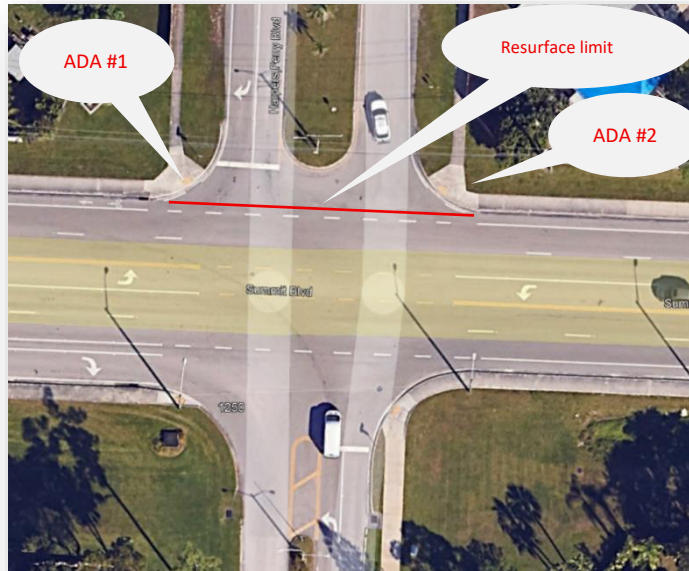
- Remove and replace sidewalk segments and ADA curb ramps

Speed humps:

- Remove and replace speed humps

SUPPLEMENTAL SPECIAL PROVISIONS

Location #1: Intersection of Summit Blvd and Harpers Ferry Blvd.



Scope:

- Remove and replace (2) ADA curb ramps and cast in tactile mats located on the corners of Harper's Ferry Blvd and Summitt Blvd. (ADA #1) located on the northwest corner and (ADA#2) located on the northeast corner.
- Resurface limit of Harper's Ferry Blvd. at pavement edge as depicted above.

Includes:

- Removal and replacement of the ADA curb ramps and cast in place tactile mats to include restoration of effected areas to like or better than like conditions.
**Field Adjustment per Department Representative during construction*
- Site restoration per Palm Beach County standards
- Includes removal of excess mixed material.
- ADA tactile mats to be of the cast in place type.

SUPPLEMENTAL SPECIAL PROVISIONS

Location #2: Intersection of Harpers Ferry Blvd and Sumter Rd



Scope:

- Remove and replace (1) one catch basin structure, (CB#10, 4.3' x 3.4') located on the southeast corner of Harper's Ferry Blvd and Sumter Rd E. Replace with a Ditch Bottom Inlet Type D.
Note existing culvert is to remain and be reconnected into the new catch basins.
**Field Adjustment per Department Representative during construction*
- Remove and Replace Seminole type Speed Hump. (see detail)
- Remove and replace (4) ADA curb ramps and cast in tactile mats located on the corners of Harper's Ferry Blvd and Sumter Rd west and east corners. (ADA #3) located on the southwest corner, (ADA#4) located on the southeast corner, (ADA #5) located on the northwest corner, and (ADA #6) located on the northeast corner.
- Resurface limit of Sumter Rd. to the east and west ends of the radius returns.

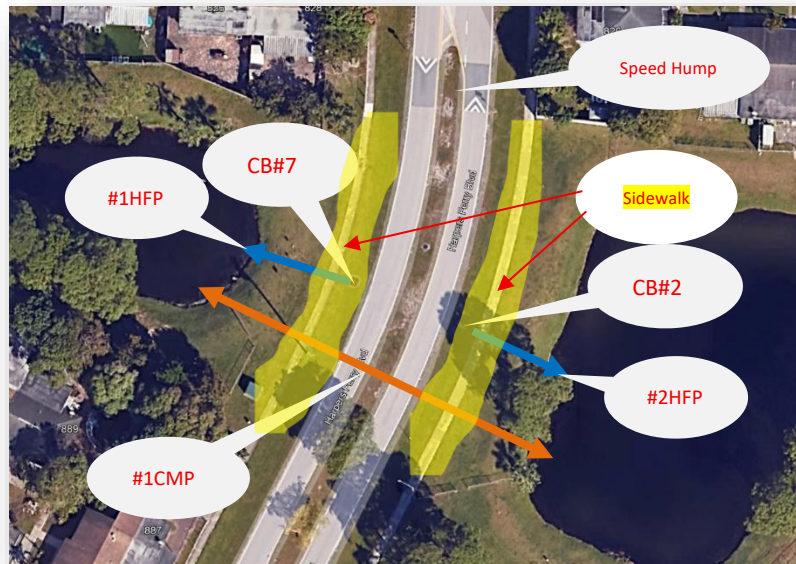
SUPPLEMENTAL SPECIAL PROVISIONS

Includes:

- Removal and replacement of the ADA curb ramps and cast in place tactile mats to include restoration of effected areas to like or better than like conditions.
**Field Adjustment per Department Representative during construction*
- Site restoration per Palm Beach County standards
- Installation and reconnection of pipe culvert (inverts to match existing)
- Includes removal of excess mixed material.
- ADA tactile mats to be of the cast in place type.

SUPPLEMENTAL SPECIAL PROVISIONS

Location #3: Harpers Ferry Blvd at Pond Outfalls



Scope:

- Remove and replace (2) two catch basin structures, (CB#7) with a Ditch Bottom Inlet Type J (6' Diameter) on the west side and (CB#2 with a Ditch Bottom Inlet Type J (6' Diameter) on the east side of Harper's Ferry Blvd midpoint between Ilene Rd W and Sumter Rd W.
*Note new CB #7 and CB #2 structures and new culvert outfall pipes to be reconnected into the existing crossline traversing Harper's Ferry Blvd. connectin both new catch basins.
- Remove (#1HFP) 53' of 30" pipe from catch basin (CB#7) and replace it with 53' of 30" RCP with 30" endwall westward to the water's edge at same invert elevation.
- Remove (#2HFP) 49' of 30" pipe from catch basin (CB#2) and replace it with 49' of 30" RCP with 30" endwall eastward to the water's edge at same invert elevation.
- Remove (#1CMP) 156' of 18" CMP pipe from the western pond along Harper's Ferry Blvd. to the eastern pond along Harper's Ferry Blvd. and replace with 18" polypropylene at same invert elevation.
- Remove and replace 200' of sidewalk on the west and 200' of sidewalk on the east side of Harper's Ferry Blvd. Approximate limits highlighted.
*Field Adjustment per Department Representative during construction
- Remove and Replace Seminole type Speed Hump. (see detail)

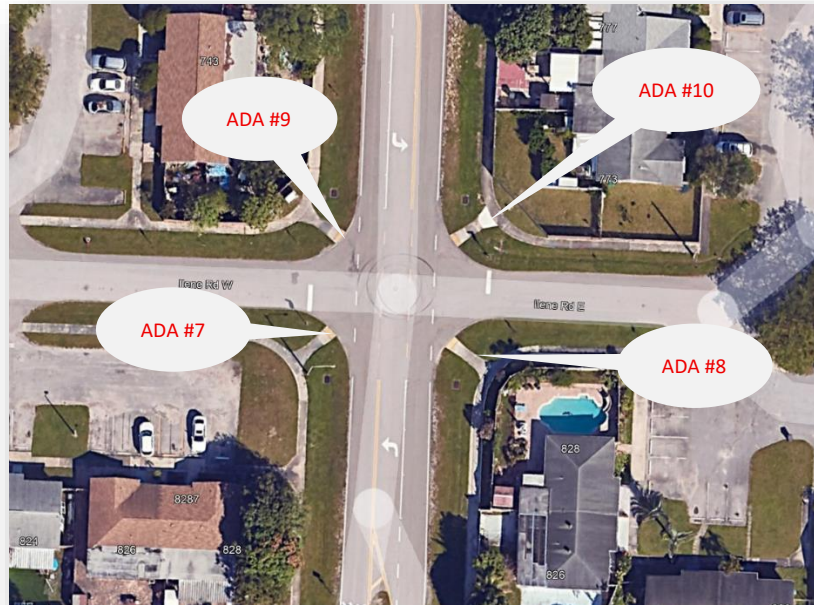
SUPPLEMENTAL SPECIAL PROVISIONS

Includes:

- Removal and restoration of roadway asphalt, subbase, and base at 18" pipe replacement location.
- Finishing of the existing rock base
- Removal and replacement of sidewalk to like or better than like condition.
**Field Adjustment per Department Representative during construction*
- Site restoration per Palm Beach County standards
- Installation and reconnection of pipe culvert (inverts to match existing)
- Includes removal of excess mixed material.
- All costs for pipe construction including coffer dam, dewatering, post pipe culvert cleaning, and video inspection

SUPPLEMENTAL SPECIAL PROVISIONS

Location #4: Intersection of Harpers Ferry Blvd and Ilene Rd



Scope:

- Remove and replace (4) ADA curb ramps and cast in tactile mats located on the corners of Harper's Ferry Blvd and Ilene Rd west and east corners. (ADA #7) located on the southwest corner, (ADA#8) located on the southeast corner, (ADA #9) located on the northwest corner, and (ADA #10) located on the northeast corner.
- Resurface limit of Ilene Rd. to the east and west ends of the radius returns.

Includes:

- Removal and replacement of the ADA curb ramps and cast in place tactile mats to include restoration of effected areas to like or better than like conditions.
**Field Adjustment per Department Representative during construction*
- Site restoration per Palm Beach County standards
- Includes removal of excess mixed material.
- ADA tactile mats to be of the cast in place type.

SUPPLEMENTAL SPECIAL PROVISIONS

Location #5: Intersection of Harpers Ferry Blvd and Cannon Way



Scope:

- Remove and replace (4) ADA curb ramps and cast in tactile mats located on the corners of Harper's Ferry Blvd and Cannon Way west and east corners. (ADA #11) located on the southwest corner, (ADA#12) located on the southeast corner, (ADA #13) located on the northwest corner, and (ADA #14) located on the northeast corner.
- Resurface limit of Harper's Ferry Blvd at pavement edge as depicted above.

Includes:

- Removal and replacement of the ADA curb ramps and cast in place tactile mats to include restoration of effected areas to like or better than like conditions.
**Field Adjustment per Department Representative during construction*
- Site restoration per Palm Beach County standards
- Includes removal of excess mixed material.
- ADA tactile mats to be of the cast in place type.

SUPPLEMENTAL SPECIAL PROVISIONS

Specifications:

1. Mill and Remove Existing Asphalt

- Limits defined in scope.
- Mill the roadway in its entirety, maintaining a consistent depth and cross slope from right-of-way line to right-of-way line per the limits outlined above.
- Average depth of milling to be 1". Any exposed rock base must be properly patched prior to daily shutdown of resurfacing operations.
- Includes all equipment, labor, etc. for removal and disposal of existing asphalt pavement material.
- Any exposed rock base resulting from milling shall be patched before operations are stopped on the same day the rock base was exposed.
- A milled surface must be resurfaced within 2 business days of the milling.

2. Regular Excavation and Embankment

- Shall be needed at radius returns to regrade to intended elevations after extraneous materials removed.
- Excavation and/or embankment averaging 0.3 ft. or more over a contiguous area exceeding 350 square yards, shall be calculated as to its cubic yard volume and paid at the bid price for excavation and embankment.

3. Drainage Structures

- All grate and invert elevations shall match drainage structure information from "Pipe Network Information Sheet" or per field adjustment per Department representative during construction.

SUPPLEMENTAL SPECIAL PROVISIONS

4. Finish Existing Rock Base (including prime coat)

- Shall be needed within the limits of pipe replacement and at locations of header curb.
- Includes all labor, equipment and materials sufficient to level, lightly grade and compact the exiting rock base prior to application of prime coat.

5. Base (6" – 8") (including prime coat)

- The base material may consist of any acceptable base material as specified by FDOT Standards and Specifications. The base will be constructed to the thickness indicated in the specification regardless of the type of material used.

6. Resurface with Superpave Traffic Level C

- Entirety of Harper's Ferry Blvd shall be resurfaced.
- Ensure the roadway surface in its entirety is swept and clean from all debris. Apply tack coat evenly at a constant mill application rate.
- Follow up with paving operations, lay down a uniform mat right-of-way line to right-of-way line using Superpave Asphalt Concrete (Traffic Level C) ensuring a smooth surface. Average depth of paving shall be 1.25".
- The design mix formula and mix stability for asphaltic concrete shall confirm to the Contract provisions.
- The asphalt shall be placed to the width and depth as indicated for the specific project.
- The asphalt shall be compacted and finished with neat edges, true to line and grade.

7. Concrete Sidewalk (6" thick) (ADA ramp)

- Upgrade Sidewalk ADA curb ramps and cast in tactile mats with a FDOT replacement ramp style in the current FDOT Design Standard (Index). Each ramp style will be chosen by a Department representative in the field. Ramps to comply with current ADA requirements.

SUPPLEMENTAL SPECIAL PROVISIONS

- Ramps that will require additional curb and gutter and sidewalk segments replaced in conjunction with the ramp will be noted accordingly and are reflected in the total quantities.
- ADA ramps are to be cast-in-place truncated domes replaceable type.
- Include only the area of the ramps and transitions back to level sidewalk.

8. Cast in Place Tactile Surface/ Detectable Warnings

- All ADA curb ramps shall have detectable warning surfaces installed as required by FDOT standards.
- Furnish and install detectable warning devices on newly constructed concrete surface in accordance to the design standards.

9. Speed Humps

- Includes replacement of two speed humps after resurfacing operations.
- Each end of the speed hump will be keyed in to a minimum of 2" deep and 4' wide. Price per square yard includes all materials, labor, equipment and incidentals necessary to construct speed humps.
- Seminole Speed humps shall be surfaced with superpave asphaltic concrete. (see detail)

10. Pavement Markings and RPMs

- Final striping shall be replaced per Palm Beach County standards with direction from Department representative.
- RPM's shall also be installed per Palm Beach County standards. Final striping will be a similar configuration to what is existing – however lane widths may be adjusted at the Department's discretion. No striping (temporary or permanent) shall be placed without prior Department approval. Any temporary striping shall follow Palm Beach County standards.
- Install stop bar and 25' double yellow stripes at all locations with stop signs

SUPPLEMENTAL SPECIAL PROVISIONS

- Install speed hump stripes per Palm Beach County standards at all speed humps
- Install RPMs as described in Palm Beach County standards

11. Restoration (Throughout Entire Work Area)

- Any and all storm drains, sidewalk, pathway, curb and gutter, ADA curb ramps, and/or other features within the right-of-way that is affected by the proposed construction must be restored to like or better than like condition to include all applicable FDOT and Palm Beach County details and specifications.
- Affected sidewalk shall include one flag on either side of the disturbed area. Sidewalks shall be restored by replacing two flags if the point of construction is located at a control joint and three flags if the point of construction is located between control joints. No partial joints will be accepted.
- Roadway lanes affected will require the affected lanes and/or additional lanes be restored to like or better than like condition and to equal dimensions as the adjacent lanes (edge of pavement to edge of pavement).
- All affected roadways shall be restored from edge of pavement to edge of pavement, lane width minimum and 50' in either direction for thoroughfare roadways and 25' min. in either direction for non-thoroughfare roadways.
- Milling and paving transition areas will be required to include the intersection in its entirety, (25' in all directions).
- If any existing storm drain pipe and/or structures are affected, Contractor shall fully restore the affected system to like or better than like condition and to applicable standards.
- Any drainage swales affected by the proposed construction shall be restored to like or better than like condition including regrading to original design elevations.

SUPPLEMENTAL SPECIAL PROVISIONS

NOTE – All Work shall comply with the following manuals in addition to any others listed elsewhere in the Contract Documents:

FDOT Design Standards (625-010-003) (latest edition)

<https://www.fdot.gov/design/standardplans/>

Florida Greenbook (625-000-015) (latest edition)

<https://www.fdot.gov/roadway/floridagreenbook/fgb.shtm>

FDOT Standard Specifications for Road and Bridge Construction (see page SS-1)

<https://www.fdot.gov/programmanagement/Implemented/SpecBooks/>

Palm Beach County Typicals for Pavement markings, Signing & Geometrics (T-P-21) (latest edition)

https://discover.pbcgov.org/engineering/traffic/PDF/Traffic%20Documents/stripping_typicals.pdf

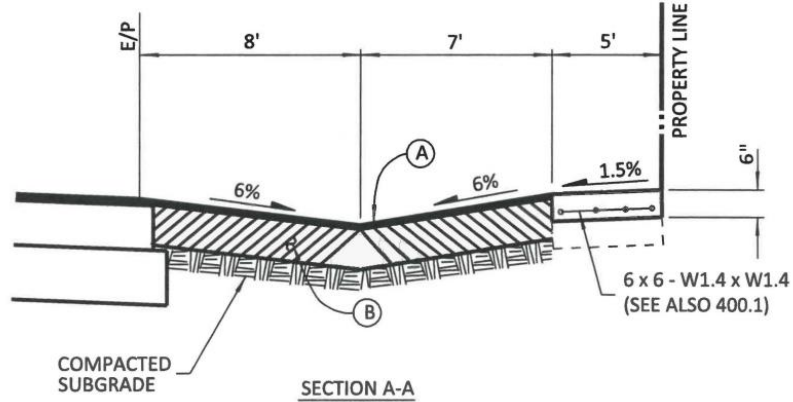
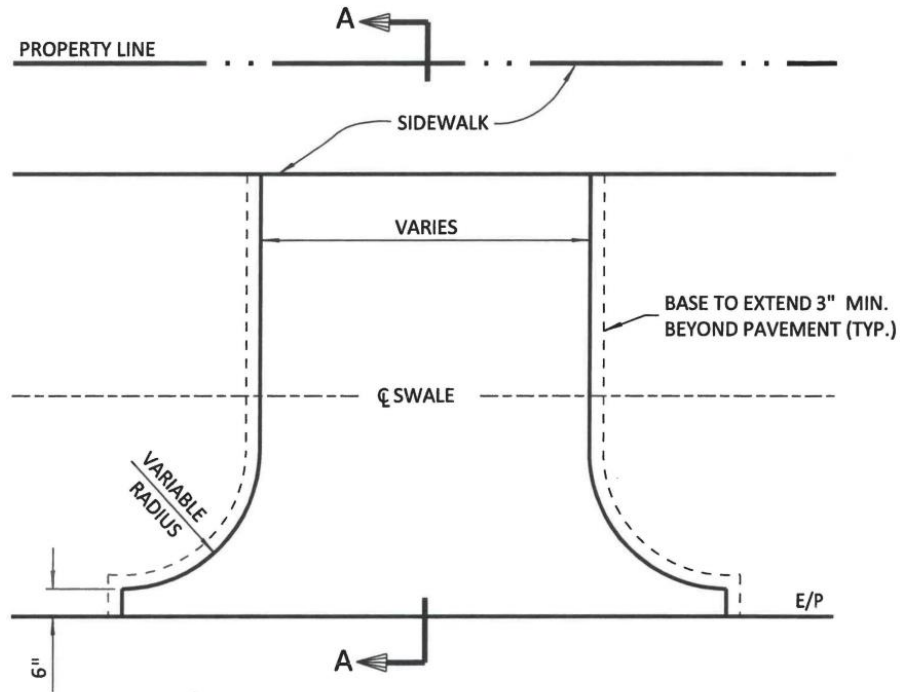
Palm Beach County Typicals for Annual Signal Installation Contract (latest edition)

https://discover.pbcgov.org/engineering/traffic/PDF/Traffic%20Documents/Installation_Standards_And_Details.pdf

Palm Beach County Land Development Design Standards Manual (latest edition)

<https://discover.pbcgov.org/engineering/LandDevelopment/Design-Standards.aspx>

SUPPLEMENTAL SPECIAL PROVISIONS



(A) WEARING SURFACE: 1 INCH ASPHALTIC CONCRETE

(B) BASE: SEE TABLE 100.6

FILEPATH: P:/DGN/ENG SER/LAND DEVELOPMENT STANDARDS/DWF FORMAT/300.1A

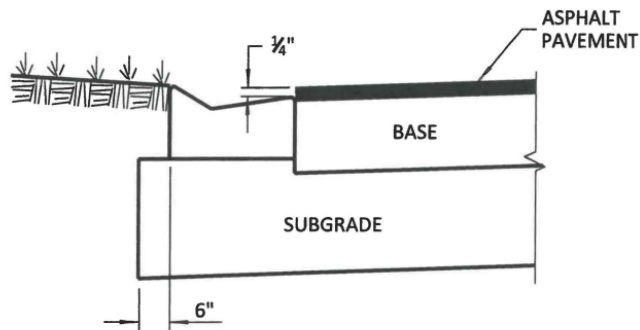
PALM BEACH COUNTY DEPARTMENT OF ENGINEERING & PUBLIC WORKS				RESIDENTIAL DRIVEWAY SWALE SECTION (ASPHALT)		TABLE
DRAWN BY:	DATE:	REVISED BY:	DATE:	APPROVED:	EFFECTIVE:	300.1A
K.L.	05/23/90	J.M.K.	02/01/2018	<i>[Signature]</i>	2/9/18	
				COUNTY ENGINEER OR DESIGNEE		

SUPPLEMENTAL SPECIAL PROVISIONS

SEED & MULCH ON COMPACTED SHOULDER TO PATHWAY OR PROPERTY LINE, STABILIZED AS NEEDED TO MIN. FBV OF 50 P.S.I. (6" DEPTH)

OR

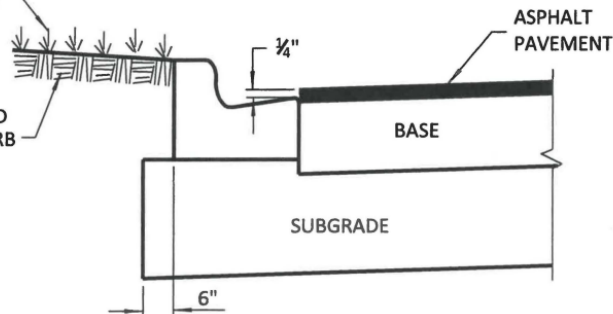
FULL SOD ON COMPACTED SHOULDER TO PATHWAY OR PROPERTY LINE.



VALLEY GUTTERS

FULL SOD OR SEED & MULCH

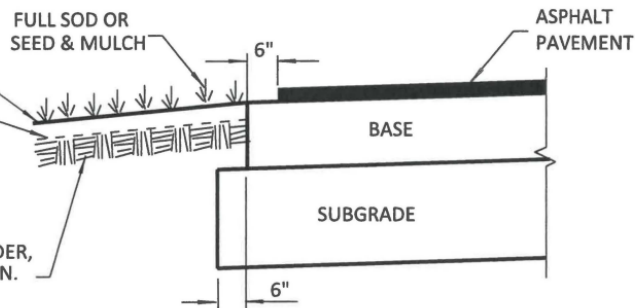
COMPACTED BEHIND CURB 2' MIN.



NON-MOUNTABLE CURB & GUTTERS


PLAN GRADE
GRADE 0.2' BELOW PLAN GRADE FOR SOD.

8' WIDE COMPACTED SHOULDER, STABILIZED AS NEEDED TO MIN. FBV OF 50 P.S.I. (6" DEPTH)

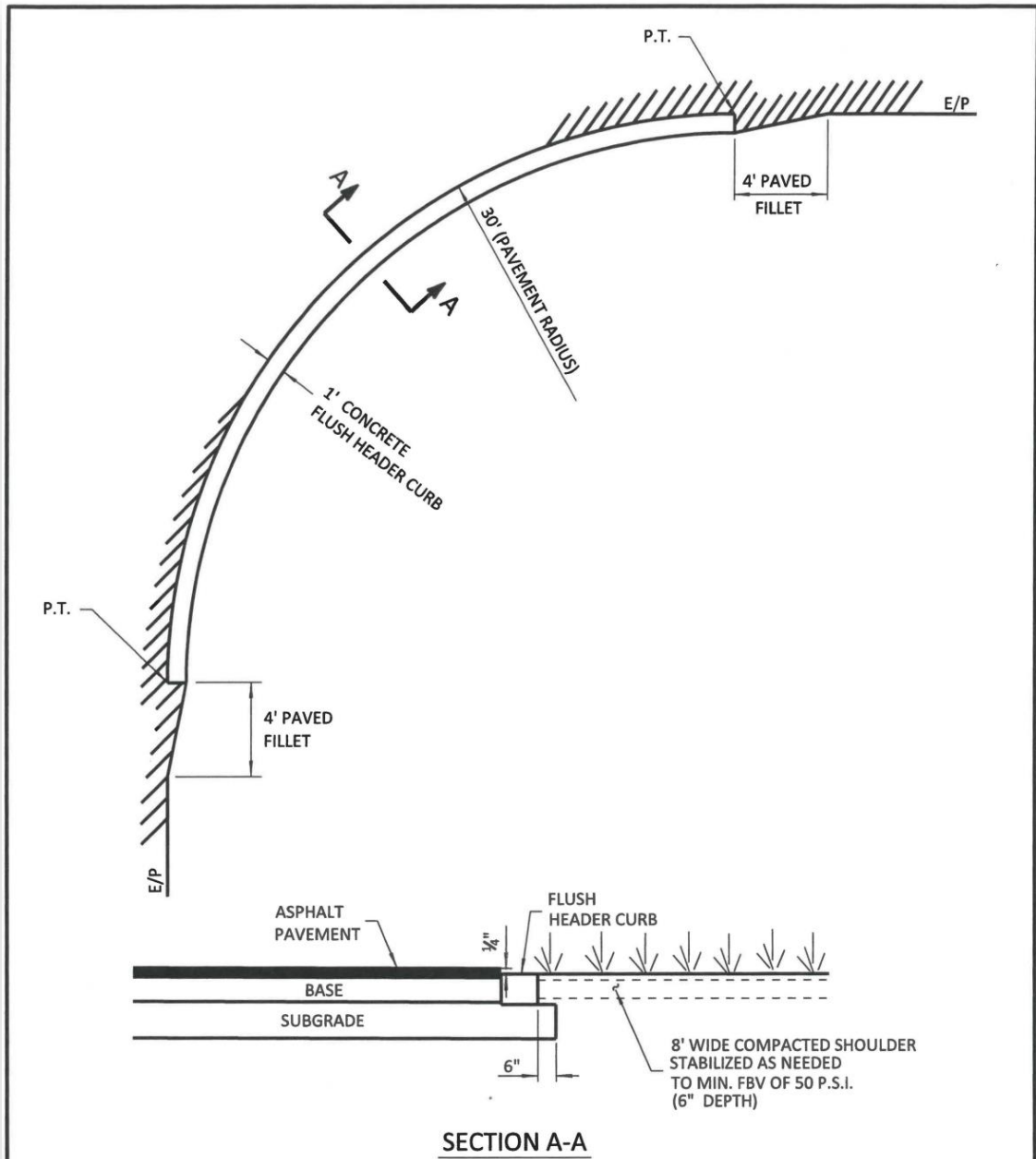


SWALE

FILEPATH: P:\DGN\ENG SER\LAND DEVELOPMENT STANDARDS\DWG FORMAT\600.5A

PALM BEACH COUNTY DEPARTMENT OF ENGINEERING & PUBLIC WORKS				LOCAL STREET PAVEMENT EDGE DETAILS		DRAWING NO.
DRAWN BY:	DATE:	REVISED BY:	DATE:	APPROVED:		600.5A
K.L.	05/23/90	J.M.K.	02/01/2018	EFFECTIVE:		
						
				COUNTY ENGINEER OR DESIGNEE 2/9/18		

SUPPLEMENTAL SPECIAL PROVISIONS



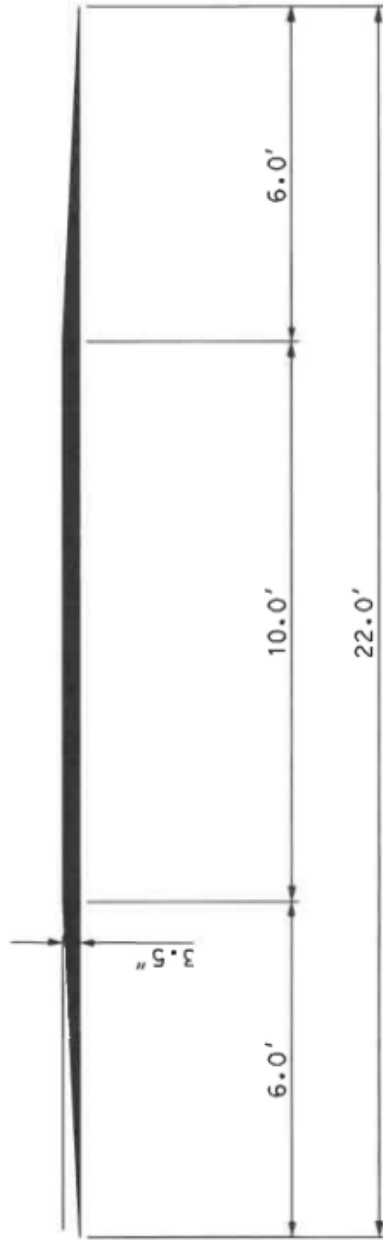
SECTION A-A

FILEPATH: P:/DGN/ENG SER/LAND DEVELOPMENT STANDARDS/DWF FORMAT/600.5B

PALM BEACH COUNTY DEPARTMENT OF ENGINEERING & PUBLIC WORKS				LOCAL STREET PAVEMENT EDGE DETAILS FLUSH HEADER CURB		DRAWING NO. 600.5B
DRAWN BY:	DATE:	REVISED BY:	DATE:	APPROVED:		
K.L.	05/23/90	J.M.K.	02/01/2018	EFFECTIVE:		

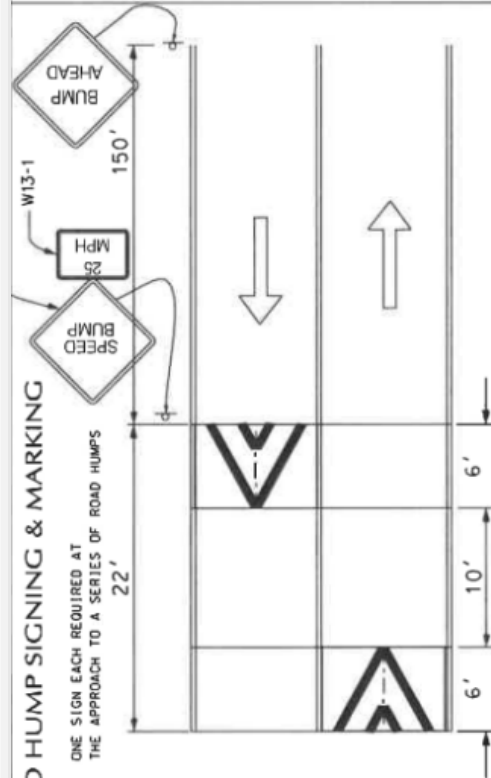
SUPPLEMENTAL SPECIAL PROVISIONS

SEMINOLE SPEED HUMP

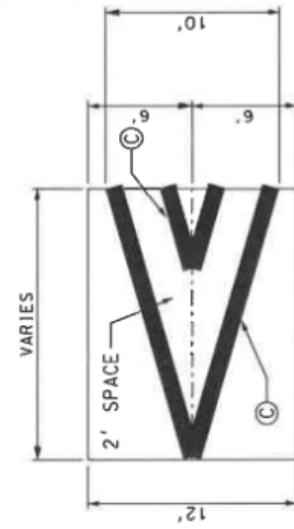


ROAD HUMP SIGNING & MARKING

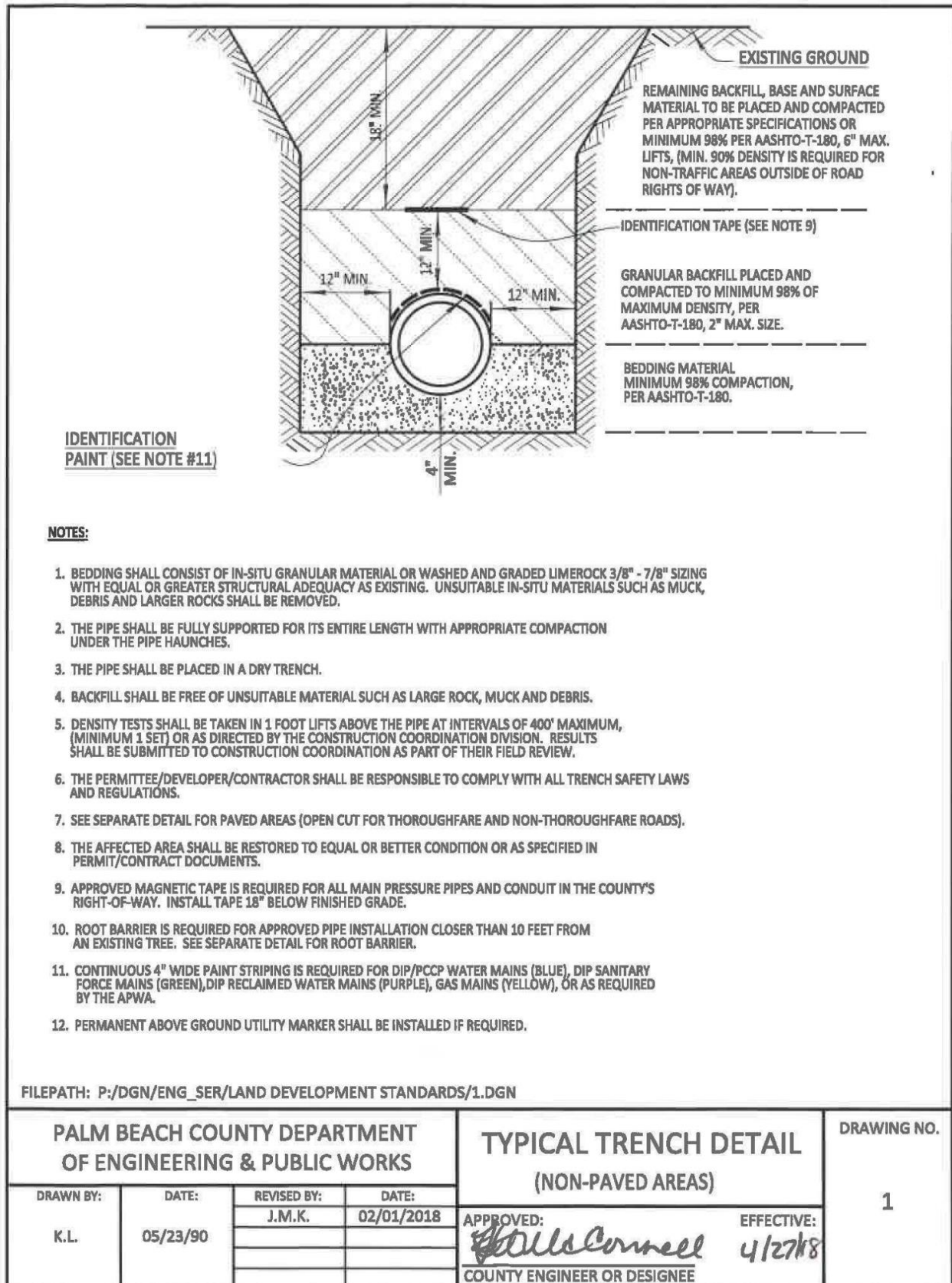
ONE SIGN EACH REQUIRED AT THE APPROACH TO A SERIES OF ROAD HUMPS



ROAD HUMP PAVEMENT MARKINGS



SUPPLEMENTAL SPECIAL PROVISIONS



PALM BEACH COUNTY, FLORIDA
STANDARD SPECIFICATIONS FOR ROAD AND
BRIDGE CONSTRUCTION

Florida Department of Transportation Standard Specifications for Road and Bridge Construction, dated FY 2024-25 shall be used as the basis for the Work.

https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/specifications/by-year/fy-2024-25/ebook/fy2024-25ebookfinalcomp-revised3-4-24.pdf?sfvrsn=16ab03d_1

The Contractor agrees that the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, FY 2024-25 Edition, amended as follows by the General Provisions, but not otherwise changed, shall govern.

GENERAL PROVISIONS

PALM BEACH COUNTY, FLORIDA GENERAL PROVISIONS

DIVISION I GENERAL REQUIREMENTS AND COVENANTS

SECTION 1 DEFINITIONS AND TERMS

1-3 Definitions

The following terms, when used in the Contract Documents, have the meaning described as follows:

Department **THE FOLLOWING IS SUBSTITUTED:**

The Palm Beach County Engineering and Public Works Department, Palm Beach County, by and through its Board of County Commissioners, or The State of Florida Department of Transportation, as appropriate. Department is intended to be that term which would provide proper terminology, making such Standard Specifications and General Provisions as though they were those Standard Specifications and General Provisions of Palm Beach County in conjunction with Palm Beach County's retained engineer(s).

Engineer **THE FOLLOWING IS SUBSTITUTED:**

Palm Beach County Engineering, acting directly or through duly authorized representatives, which are acting within the scope of the duties and authority assigned to them.

Note: In order to avoid cumbersome and confusing repetition of expressions in these Specifications, it is provided that whenever anything is, or is to be done, if, as, or, when, or where "acceptable, accepted, approval, approved, authorized, condemned, considered necessary, contemplated, deemed necessary, designated, determined, directed, disapproved, established, given, indicated, insufficient, ordered, permitted, rejected, required, reserved, satisfactory, specified, sufficient, suitable, suspended, unacceptable, or unsatisfactory," it shall be understood as if the expression were followed by the words "by the Engineer", "to the Engineer", or "of the Engineer".

ADD THE FOLLOWING DEFINITION:

Approved Products List - Refers to FDOT's Approved Products List

ADD THE FOLLOWING DEFINITION:

Financial Project Identification Number – Project Number

ADD THE FOLLOWING DEFINITION:

Lot - The definition varies throughout the specification. The Engineer reserves the right to define the testing limits.

GENERAL PROVISIONS

ADD THE FOLLOWING DEFINITION:

Substantial Completion - The point at which the project is complete such that it can be safely and effectively used by the public without further delays, disruption, or other impediments. For conventional bridge and highway work, the point at which bridge deck, parapet, pavement structure, shoulder, drainage, sidewalk, major demolition, roadway obliteration, permanent signing and markings, traffic barrier, safety appurtenance, utility, and lighting work is complete.

END OF SECTION

SECTION 2 PROPOSAL REQUIREMENTS AND CONDITIONS

2-1 Prequalification of Bidders ~~DELETE AND INSERT THE FOLLOWING:~~

2-1.1 Palm Beach County Engineering and Public Works Department (Department) does not certify contractors. Although FDOT certification is not a requirement, the Department reserves the right to utilize FDOT's listing of pre-qualified contractors in determining a Bidder's eligibility to perform the Work required for this project.

Refer to URL http://www.fdot.gov/contracts/prequal_info/prequalified.shtm for access to pre-qualified FDOT contractors for construction contracts.

2-1.2 The Bidder shall be FDOT certified in the category of DRAINAGE

OR

the Bidder shall provide with the Bid or within three (3) Business Days of the Department's request a Qualifications and Experience Package, as set forth in 2-1.7, and which shall contain a completed Qualifications and Experience Form with applicable attachments.

2-1.3 Additional information that may be requested by the Department may include but not be limited to the following (collectively, Additional Information):

- Similar Projects or Additional Similar Projects completed by the Bidder and/or the Project Manager or Superintendent for this Contract (Key Staff) of Bidder within the past 5 years
- FDOT Certification of Current Capacity and Status of Contracts on Hand (FDOT Form 525-010-46)
- Detailed information of financial resources of the Bidder
- Listing of equipment owned by the Bidder
- Key Staff resumes with a statement of their work category experience

GENERAL PROVISIONS

- A list stating the types of work in which the Bidder can provide backup to show experience, expertise, and competence.
- The aggregate amount of work the Bidder currently has under contract
- Licensure information of the Bidder and personnel
- Letters of certification of final acceptance
- Letters of recommendation
- Any other pertinent information to assist in this qualification review

2-1.4 The Department will review the Qualifications and Experience Package and, if requested, the Additional Information to determine if the Bidder has sufficient qualifications and experience to perform the Work. Failure to provide the Qualifications and Experience Package, and, where requested, the Additional Information, may cause the Bid to be rejected as non-responsive.

2-1.5 The Department reserves the right to request and require Additional Information, as set forth in 2-1.7, to verify a Bidder's experience and qualifications for the Work, all of which shall be submitted within three (3) Business Days of the Department's request.

2-1.6 A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may **not** submit the following:

- (a) A bid on a contract to provide any goods or services to a public entity.
- (b) A bid on a contract with a public entity for the construction or repair of a public building or public Work.
- (c) Bids on leases of real property to a public entity.

A person or affiliate who has been placed on the convicted vendor list following a conviction for 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 F.S., for Category Two. All restrictions apply for a period of 36 months from the date of placement on the convicted vendor list.

GENERAL PROVISIONS

2-1.7 - Qualifications and Experience Package Form

If Bidder is not FDOT certified in the category listed in 2-1.2, then Bidder shall provide the following within the deadlines set forth in 2-1.2.

Items # 1 - 4 are **Mandatory**:

1. **Qualifications and Experience Form** – Bidder shall use the included Form to provide information of similar projects completed by the Bidder or by a Key Staff member of the Bidder's firm who will have an active role in the Work in the last 5 years. At least one of the two projects must have been completed under the Bidder's firm name. Only one of the two projects may be experience from a previous employer. Bidder may have been either the prime contractor or a subcontractor for the projects listed, however, only the portion of the project completed by the Bidder should be included in the description on this form.
2. **Resumes of Key Staff** – attach resumes of Key Staff who will work on this Contract (superintendent or above) showing their construction experience.
3. **Equipment** – attach a schedule of (owned) equipment and/or letters from equipment rental company with a line item list of equipment rented to Bidder showing the availability of equipment that will be needed to complete the Work.
4. **Qualifications and Experience Certification Statement** – Signed certification at the end of this form.

If requested by the Department per General Provision 2-1.5, the Bidder shall provide items # 5 – 12 within the deadline set forth in 2-1.5.

5. FDOT Certification of Current Capacity and Status of Contracts on Hand (FDOT Form 525-010-46)
6. Detailed information of financial resources of the Bidder
7. A list stating the types of work in which the Bidder can provide backup to show experience, expertise, and competence.
8. The aggregate amount of work the Bidder currently has under contract
9. Licensure information of the Bidder and personnel
10. Letters of certification of final acceptance
11. Letters of recommendation
12. Any other pertinent information to assist in this qualification review

GENERAL PROVISIONS

Similar Project Experience - Project #1

Name of Project: _____

Location of Project: _____

Total Construction Cost: \$_____

Owner of Project

Firm/Entity: _____

Contact Person: _____

Phone Number: _____

Email Address: _____

Contract Information

Contract Parties: Contract was between _____ and _____
(use official firm/entity names as shown on the Contract)

Contract # and/or Project #:

Contract Start Date: _____ Contract Completion Date: _____

Bidder Status on Project:

(circle one)

Prime Contractor / Subcontractor / Key Staff experience from previous employer

Name of Client: (either Prime or Project Owner) _____

Client Contact Person: _____

Client Phone Number:

Client Email Address: _____

Contract Amount Paid to Bidder's Firm: \$ _____
(will not be full contract amount unless Bidder performed 100% of the work with its own forces)

Description of work completed by Bidder (or Key Staff member):

GENERAL PROVISIONS

Similar Project Experience - Project #2

Name of Project: _____

Location of Project: _____

Total Construction Cost of Project: \$ _____

Owner of Project

Firm/Entity: _____

Contact Person: _____

Phone Number: _____

Email Address: _____

Contract Information

Contract Parties: Contract was between _____ and _____
(use official firm/entity names as shown on the Contract)

Contract # and/or Project #: _____

Contract Start Date: _____ Contract Completion Date: _____

Bidder Status on Project: Prime Contractor / Subcontractor / Key Staff experience
(circle one) from previous employer

Name of Client: (either Prime or Project Owner) _____

Client Contact Person: _____

Client Phone Number: _____

Client Email Address: _____

Contract Amount Paid to Bidder's Firm: \$ _____
(will not be full contract amount unless Bidder performed 100% of the work with its own forces)

Description of work completed by Bidder (or Key Staff member): _____

GENERAL PROVISIONS

Qualifications and Experience Certification Statement

The undersigned hereby certifies that all information on and attached to this Qualifications and Experience Form is true and correct. Further, it is hereby acknowledged that any misrepresentation by the Bidder herein may result in the Bidder being disqualified.

Company Name: _____ Authorized Officer: _____

(Print)

Address: _____ Signature: _____

(End of Qualifications and Experience Package Form)

2-2 Proposals

2-2.1 Obtaining Proposal Forms ~~DELETE AND INSERT THE FOLLOWING:~~

Obtain a Proposal under the conditions stipulated in the Advertisement for Bid. The Advertisement states the location and description of the Work to be performed; the estimate of the various quantities (if applicable); the items of work to be performed (if applicable); the Contract Time; the amount of Proposal Guaranty; and the date, time, and place of the opening of Proposals. The Proposal Form will also include any Special Provisions or other requirements which vary from or are not contained in the Standard Specifications.

The Plans, Specifications and other documents designated in the Advertisement are part of the Proposal, whether attached or not. Do not detach any papers bound with or attached to the Proposal.

~~ADD THE FOLLOWING SUB-ARTICLE:~~

2-2.1.1 Filling out Proposal Form (Pay Item Forms)

In filling out Proposal Forms, Bidders shall be governed by the following provisions:

- (a) Proposals can be made on the blank Proposal Form provided (Excel file). The blank spaces in the Proposal Form must be filled in, regardless of whether quantities are shown, and no change shall be made either in the phraseology of, or in the items listed in the Proposal Form. It is the Bidder's responsibility to check and verify the accuracy of excel file formulas/extensions. Bidders are reminded that this is a unit price contract, and bid totals will be based on actual unit prices provided (see Section "e" below) regardless of extensions and totals shown.
- (b) Each Proposal Form shall specify a unit price, for each of the separate items, as called for.

GENERAL PROVISIONS

- (c) Any Proposal which does not contain prices set opposite each of the items for which there is a blank space, or any Proposal which shall in any manner fail to conform to the conditions of the published notice will be cause for rejection.
- (d) Proposals must be signed in ink by an authorized officer of the firm with the signature in full, and name and title of the officer. Example:

John Doe Contracting Company
By: John Doe, President

- (e) In the event of mathematical errors in the extension of units and unit prices, the unit price shall prevail. The “Total Bid” as indicated on the Proposal Forms shall be the summation of the extension of units and unit prices only. Should the Proposal include “Alternate(s)”, the total amount that will be considered for the “Alternate(s)” shall also be the summation of the extension of units and unit prices only, with the unit price prevailing.

When “Alternate(s)” are included, the Department reserves the right to award the Contract based on the “Total Bid” with or without the “Alternate(s)”, with no recourse to the Contractor.

- (f) When a corporation is a Bidder, the person signing shall state under the law of what state the corporation was chartered, and the name and title of the officer having authority under the by-laws to sign Contracts.
- (g) Anyone signing the Proposal as agent must submit the Proposal with legal evidence of its agent’s authority to do so. Post office address, county and state, must be given after the signature.
- (h) Proposals that contain any omission, erasure, alteration, addition or item not called for in the Engineer’s estimate, or that show irregularities of any kind, will be considered as informal or irregular. This will be cause for the rejection of the Bid.

2-2.2 Department Modifications to Contract Documents ~~DELETE AND INSERT THE FOLLOWING:~~

Modifications to any Contract Documents will be posted at the following URL address:

<https://pbcvssp.pbc.gov/vssprd/Advantage4>

The Bidder shall take responsibility for checking and downloading the revised data from the Department’s website. If the Department’s website cannot be accessed, contact the Palm Beach County Purchasing Department at (561) 616-6800 or email PBCVendor@pbc.gov.

2-2.3 Internet Bid Submittals ~~DELETE IN ITS ENTIRETY~~

2-2.4 Hard Copy Bid Submittals ~~DELETE AND INSERT THE FOLLOWING:~~

GENERAL PROVISIONS

Unless otherwise indicated in the Advertisement for Bid, the Contractor shall prepare and submit the Bid as a hard copy submittal to the Department in accordance with the Contract Documents.

Print and submit Bid documents generated from the web site on letter size paper. Ensure that all computer generated sheets are legible. The Department prefers 12 point font size and recommends a minimum of 20 pound paper.

The Department will not be held responsible if the Bidder submits a Bid that is incomplete. Failure to follow proper procedures may cause the Bid to be declared non-responsive, or irregular.

2-5 Preparation of Proposals ~~DELETE AND INSERT THE FOLLOWING:~~

2-5.1 General ~~DELETE AND INSERT THE FOLLOWING:~~

Submit Proposals on the form described in 2-2. Any pay item that will be provided free or at no cost to the Department shall be indicated as “free” or “\$00.00”. If the pay item is left blank or N/A is used, the Bid may be declared irregular. Show the total of the Bid where called for on the Proposal Forms.

2-5.2 Internet Bid Submittals ~~DELETE IN ITS ENTIRETY~~

2-5.3 Hard Copy Bid Submittal ~~DELETE AND INSERT THE FOLLOWING:~~

If the Proposal is made by an individual, either in the Bidder’s own proper person or under a trade or firm name, the Bidder shall execute the Proposal under the Bidder’s signature and enter the firm’s office street address.

If made by a partnership, execute the Proposal by setting out in full the names of the partners, the firm name of the partnership, if any, have two or more of the general partners sign the Proposal and enter the Bidding firm’s office street address.

If made by a corporation, execute the Proposal by setting out in full the corporate name and have the president or other legally authorized corporate officer or agent sign the Proposal, affix the corporate seal and enter the bidding corporation’s office street address. If made by a limited liability company, execute the Proposal by setting out the company name, have the manager or authorized member sign the Proposal and enter the bidding company’s office address.

If made by a joint venture, execute the Proposal by setting out the joint venture name, have the authorized parties sign the Proposal and enter the bidding office’s street address.

2-6 Rejection of Irregular Proposals ~~DELETE AND INSERT THE FOLLOWING:~~

A Proposal is irregular and the Department may reject it if it shows omissions, alterations of form, additions not specified or required, conditional or unauthorized alternate bids, or irregularities of any kind; or if the unit prices are obviously unbalanced, or if the cost is in excess of or below the reasonable cost analysis values.

GENERAL PROVISIONS

ADD THE FOLLOWING SUB ARTICLE AFTER 2-6

2-6.1 Unbalanced Bid Items

Bid items in which the unit prices are not in line with the industry standards or averages for the items, may be considered to be unbalanced and rejected.

For a Bid to be balanced, each item must carry its proportionate share of direct cost, overhead and profit. Unbalanced items which are installed and billed at the beginning of a project may lead the Bid to be irregular due to front-end loading the Bid.

Bids which are determined by the Department to be front end loaded, unbalanced or which contain unbalanced line item pricing when compared to competitor's bids for the same item and standard industry prices, and which significantly deviate from the Department's determination of acceptable line item pricing, may be rejected by the Department.

2-7 Guaranty to Accompany Proposals (Bid Bond) DELETE AND INSERT THE FOLLOWING:

The Department will not consider any Proposal unless accompanied by a Proposal Guaranty of the character and amount indicated herein, and unless made payable to the Board of County Commissioners, Palm Beach County, Florida. Submit the Proposal with the understanding that the successful Bidder shall furnish a Contract Bond pursuant to the requirements of 3-5.

The Bidder's Proposal Guaranty is binding for all projects included in the Contract awarded to the Contractor pursuant to the provisions of this Subarticle.

The Proposal Guaranty may be a Certified Check or a Cashier's Check and shall be made payable to the Board of County Commissioners, Palm Beach County, Florida, in the amount of 5% (Five Percent) of the total gross amount of the Bid as a guarantee that the Bidder, if given a letter of intent to award, will within fourteen (14) consecutive Working Days of the date of the letter, enter into a written Contract with the Board of County Commissioners in accordance with the accepted Bid. Certified checks shall be signed by the party whose Bid it accompanies.

2-8 Delivery of Proposals

2-8.1 Internet Bid Submittals DELETE IN ITS ENTIRETY

2-8.2 Hard Copy Bid Submittals DELETE AND INSERT THE FOLLOWING:

Submit the Proposal in a sealed envelope bearing on the outside the name of the Bidder, the Bidder's address, date of opening, and in large letters, the words:

CONSTRUCTION OF: Cannongate/Harpers Ferry Blvd from Summit Blvd to Cannon Way - FEDERALIZED

for which the Bidder submitted the Bid.

GENERAL PROVISIONS

For Proposals that are submitted by mail, enclose the Proposal in a sealed envelope, marked as directed above. Enclose the sealed envelope in a second outer envelope addressed to the Department, at the place designated in the Advertisement. For a Proposal that is not submitted by mail, deliver it to the Department, or to the place as designated in the Advertisement. The Department will return Proposals received after the time set for opening Bids to the Bidder unopened.

A Bidder may withdraw a Proposal at any time prior to that fixed for opening Bids without prejudice to him/herself.

2-9 Withdrawal or Revision of Proposals

2-9.1 Internet Bid Submittals ~~DELETE IN ITS ENTIRETY~~

2-9.2 Hard Copy Bid Submittals ~~DELETE AND INSERT THE FOLLOWING:~~

A Bidder may withdraw or revise a Proposal after submitting it, provided the Department receives a written request to withdraw or revise the Proposal prior to the time set for opening of Bids. The resubmission of any Proposal withdrawn under this provision is subject to the provisions of 2-8.

END OF SECTION

SECTION 3

AWARD AND EXECUTION OF CONTRACT

3-2 Award of Contract

3-2.1 General ~~DELETE AND INSERT THE FOLLOWING:~~

If the Department decides to award the Contract, the Department will award the Contract to the lowest responsible, responsive Bidder whose Proposal complies with all the Contract Document requirements. If awarded, the Department will award the Contract within one hundred eighty (180) days after the opening of the Proposals, unless the Special Provisions change this time limit or the Bidder and the Department extend the time period by mutual consent.

For the purpose of award, the low Bid shall be the lowest amount bid for the “Total Bid”, and if any alternates are considered, it shall be the “Total Bid” plus the addition for the alternate or alternates which the Department may select. In no case will any award be made until all necessary investigations are made into the responsibility of the lowest Bidder.

Prior to award of the Contract by the Department, the Bidder must provide proof of authorization to do business in the State of Florida.

3-5 Contract Bond Required

GENERAL PROVISIONS

3-5.1 General Requirements of the Contract Bond ~~DELETE AND INSERT THE FOLLOWING:~~

Under no circumstances shall the Contractor begin Work until it has supplied the Department with a Contract Bond. Upon award, furnish to the Department, and maintain in effect throughout the life of the Contract, an acceptable Contract Bond in a sum at least equal to the amount of the Contract including any change in the amount of the Contract. Obtain the Contract Bond from a Surety licensed to conduct business in the State of Florida, meeting all of the requirements of the laws of Florida and the regulations of the Department, and having the Department's approval. The Penal Sum of the Contract Bond shall automatically increase as the Contract Amount increases; provided, however, that any increase of more than 20% from the initial Penal Sum, requires the Surety's written consent. Ensure that the Surety's Florida Licensed Insurance Agent's name, address, and telephone number is clearly stated on the Contract Bond form.

To insure the faithful performance of each and every condition, any stipulation and requirement of the Contract Documents and to indemnify and save harmless the Department from any and all damages, either directly or indirectly, arising out of any failure to perform same, the Contractor shall furnish to the Department, the Contract Bond on forms attached hereto.

3-6 Execution of Contract and Contract Bond ~~DELETE AND INSERT THE FOLLOWING:~~

The Contractor shall execute the Contract and provide satisfactory Contract Bond and documentation evidencing all insurance required per Section 7-13 (Insurance) to the Department within fourteen (14) Working Days of the date of the Letter of Intent to Award.

Per Section 8-1, Contractor shall perform not less than 40% of the total Contract with its own organization. Therefore, Contractor shall submit with the Contract Documents a detailed breakdown (in dollars and percentage) of how the total Contract amount is proposed to be distributed. The breakdown shall show all relevant information for the Contractor and all sub-contractors.

~~ADD THE FOLLOWING SUB-ARTICLE:~~

3-6.1 Recording of Contract Bond

Before commencing the Work, Contractor shall provide to the Department a certified copy of the recorded Contract Bond(s). Department may not make any payment to Contractor until Contractor has complied with this requirement.

3-7 Failure by Contractor to Execute Contract and Furnish Bond ~~DELETE AND INSERT THE FOLLOWING:~~

In the event that the Contractor fails to execute the Contract and to furnish an acceptable Contract Bond, as prescribed in 3-5 and 3-6, within fourteen (14) Working Days of Intent to Award, the Department may cause the Contractor to forfeit the Proposal Guaranty to the Department not as a penalty but as liquidation of damages sustained. The Department may then award the Contract to

GENERAL PROVISIONS

the next lowest responsive, responsible Bidder, re-advertise, or accomplish the Work using alternate resources.

3-8 Audit of Contractor's Records ~~DELETE AND INSERT THE FOLLOWING:~~

Upon execution of the Contract, the Department reserves the right to conduct an audit of the Contractor's records pertaining to the project. The Department or its representatives may conduct an audit, or audits, at any time prior to final payment, or thereafter pursuant to 5-13. The Department may also require submittal of the records from either the Contractor or any subcontractor or material supplier. As the Department deems necessary, records include all books of account, supporting documents, and papers pertaining to the cost of performance of the Work. Retain all records pertaining to the Contract for a period of not less than five years from the date of the Engineer's final acceptance of the project, unless a longer minimum period is otherwise specified. Upon request, make all such records available to the Department or its representative(s). For the purpose of this Article, records include but are not limited to all books of account, supporting documents, and papers that the Department deems necessary to ensure compliance with the provisions of the Contract Documents. If the Contractor fails to comply with these requirements, the Department may disqualify or suspend the Contractor from bidding on or working as a subcontractor on future Contracts. Ensure that the subcontractors provide access to their records pertaining to the project upon request by the Department. Comply with Section 20.055(5), Florida Statutes, and incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

END OF SECTION SECTION 4 SCOPE OF THE WORK

4-1 Intent of Contract ~~DELETE AND INSERT THE FOLLOWING:~~

The intent of the Contract is to provide for the construction and completion in every detail of the Work described in the Contract. Furnish all labor, Materials, Equipment, tools, transportation and supplies required to complete the Work in accordance with the Contract Documents.

All of the Work involved in this project shall conform to the construction Plans and Specifications and shall be completed in a workmanlike manner. All debris is to be removed within the time specified in the Contract.

4-3 Alteration of Plans or of Character of Work

4-3.1 General ~~DELETE AND INSERT THE FOLLOWING:~~

The Engineer reserves the right to make, at any time prior to or during the progress of the Work, such increases or decreases in quantities and such alterations in the details of construction as may be found necessary or desirable by the Engineer. Such increases, decreases or alterations shall not constitute a breach of Contract, shall not invalidate the Contract, nor release the Surety from any

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liability arising out of this Contract or the Contract Bond. The Contractor agrees to perform the Work, as altered, the same as if it had been a part of the original Contract.

4-3.9 Cost Savings Initiative Proposal **DELETE IN ITS ENTIRETY**

4-3.10 Voluntary Acceleration **ADD THE FOLLOWING SUB ARTICLE:**

For contracts with an original Contract Time of 180 calendar days or more, the Contractor may submit a written request to the Engineer to expedite construction. The goal is to minimize inconvenience to the traveling public and reduce construction duration by voluntarily accelerating construction to achieve final acceptance ahead of the original Contract Time. Voluntary acceleration proposals may be submitted to the Department for review and approval at any time prior to 90 percent completion of the Contract.

Upon submittal of the written proposal, the percentage of completion used to determine an eligible Contract Time Savings percentage will be based on the percentage paid on the Contract amount, as processed in the most recent monthly estimate. Acceptance of the proposal is at the sole discretion of the Department. Contract Time Savings is defined as the difference between the Contract Time and the number of calendar days elapsed when final acceptance is achieved in accordance with 5-11. The maximum percentage of Contract Time Savings that is shared will be dependent upon the Contract Percentage of Completion, as defined below:

Contract Percentage of Completion	Percent of eligible Contract Time Savings (PECT)
0% to 50% complete	100%
Greater than 50% to 70% complete	75%
Greater than 70% to 90% complete	50%

Upon approval of a proposal, the Contract Time, as of the date of written approval by the Department, will be reduced by 5 percent. A Supplemental Agreement will formalize this reduction and define the revised Contract Time. The payment amount established in the Supplemental Agreement shall be based on the anticipated days of acceleration, submitted by the Contractor and accepted by the Department, and applied to the calculation. Calculations shall use the following formulas:

$$\text{CTS (Contract Time Savings, days)} = \text{Contract Time} - \text{Total Contract Days Used at Final Acceptance}$$

$$\text{Shared Savings} = (\text{CTS} \times \text{PECT}) \times [\text{CEI Daily Burn Rate}^* + (\text{D} \times \text{SF})]$$

Where D = Average Overhead per Day as defined by Specification 4-3.2.1

* The CEI Daily Burn Rate is to be determined by the Department.

GENERAL PROVISIONS

Table 4-2 Contract Time Savings and Savings Factor	
Percent of Time Savings (Contract Time Savings/Original Contract Time)	Savings Factor (SF)
5% to 15%	0.50
Greater than 15% to 30%	0.65
Greater than 30% to 50%	0.80
More than 50%	0.95

The Contract Time used in these calculations will include all adjustments made in accordance with 8-7. Payment will be made after final acceptance in accordance with 5-11. This payment is not considered an incentive, but rather a reflection of savings from reduced CEI costs and benefits to the traveling public for early completion.

4-4 Unforeseeable Work **DELETE AND INSERT THE FOLLOWING:**

When the Department requires Work that is not covered by a price in the Contract, and the Department finds that such Work is essential to the satisfactory completion of the Contract within its intended scope, the Department will make an adjustment to the Contract. The Engineer will determine the basis of payment for such an adjustment in a fair and equitable amount.

END OF SECTION

SECTION 5 CONTROL OF THE WORK

5-1 Plans and Working Drawings

5-1.1 Contract Documents **DELETE AND INSERT THE FOLLOWING:**

The Contractor will be furnished five (5) copies of the Plans and Specifications at the Pre-Construction Meeting. Additional copies may be purchased from the Department, at a total cost of \$50 per set of Plans and Contract Documents.

The Contractor shall have Contract Documents available on the job site at all times.

5-2 Coordination of Contract Documents **DELETE AND INSERT THE FOLLOWING:**

These Specifications, the Plans, Special Provisions, and all supplementary documents are integral parts of the Contract; a requirement occurring in one is as binding as though occurring in all. All parts of the Contract are complementary and describe and provide for a complete Work.

When not stipulated as being covered under other pay items, pay items will include:

- the Work and Materials specified in the Specifications
- additional, incidental Work, not specifically mentioned,
 - when so shown in the Plans

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- if indicated, or obvious and apparent, as being necessary for the proper completion of the Work

In cases of discrepancy, the governing order of the documents is as follows:

1. Proposal (i.e. pay items, bid items)
2. Special Provisions
3. Technical Special Provisions
4. Plans
5. Standard Plans
6. Design Standards
7. Supplemental Specifications
8. General Provisions
9. Standard Specifications

Computed dimensions govern over scaled dimensions.

5-7 Engineering and Layout

5-7.1 Control Points Furnished by the Department **ADD THE FOLLOWING AT THE END OF THIS ARTICLE:**

Should reference points or benchmarks fall within construction limits, the Contractor shall notify the Engineer for survey coordination, and establish new reference points or benchmarks in locations that will not be affected by the construction and preserved upon completion of construction.

The Contractor shall have a licensed surveyor verify the accuracy of the survey data prior to proceeding with Work.

5-7.3 Layout of Work **DELETE AND INSERT THE FOLLOWING:**

Utilizing the control points furnished by the Department in accordance with 5-7.1, the Contractor shall have a licensed surveyor verify the accuracy of the survey data prior to proceeding with Work, and establish all horizontal and vertical controls necessary to construct the Work in conformity to the Contract Documents. Perform all calculations required, and set all stakes needed such as grade stakes, offset stakes, reference point stakes, slope stakes, and other reference marks or points necessary to provide lines and grades for construction of all Roadway, Bridge, and miscellaneous items.

When performing utility construction as part of the project, establish all horizontal and vertical controls necessary to carry out such Work.

5-10 Inspections

5-10.2 Inspection for Acceptance **DELETE AND INSERT THE FOLLOWING:**

GENERAL PROVISIONS

Upon notification that all Contract Work, or all Contract Work on the portion of the Contract scheduled for acceptance, has been completed, the Engineer will make an inspection for acceptance. The inspection will be made within seven days of the notification. If the Engineer finds that all Work has been satisfactorily completed, the Department will consider such inspection as the final inspection. If any or all of the Work is found to be unsatisfactory, but Substantial Completion is achieved, within the time allowed by F.S. 218.70(7), the Department will prepare a Punch List that includes an estimate of the cost to complete each item on the Punch List, as required by the Local Government Prompt Payment Act. Punch List shall be considered the list of comments and/or action items required to render the Work complete, satisfactory, and acceptable resulting from an inspection by the Department.

The Contract Time shall be suspended to allow the Contractor time to complete the Punch List in accordance with the following schedule; with the suspension commencing upon the date of the written notification by the Department:

Contract Amount	Contract Time Suspension
≤\$5,000,000	30 Days
>\$5,000,000≤\$10,000,000	45 Days
>\$10,000,000	60 Days

If all Work is not completed by the Contractor and accepted by the Engineer during the Contract Time Suspension, the Contract Time shall resume and, after any remaining Contract Time is expended, Liquidated Damages shall be assessed until all Work is accepted by the Engineer.

Upon satisfactory completion of the Work, the Department will provide written notice of acceptance, either partial or final, to the Contractor.

Until final acceptance in accordance with 5-11, replace or repair any damage to the accepted Work at no additional cost to the Department and as provided in 7-14.

5-12 Claims by Contractor

5-12.2 Notice of Claim

5-12.2.1 Claims for Extra Work **DELETE IN ITS ENTIRETY**

5-12.3 Content of Written Claim **DELETE ITEM (5) IN ITS ENTIRETY**

5-12.5 Pre-Settlement and Pre-Judgment Interest **DELETE IN ITS ENTIRETY**

5-12.6 Compensation for Extra Work or Delay **DELETE IN ITS ENTIRETY**

END OF SECTION

SECTION 6

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CONTROL OF MATERIALS

6-1 Acceptance Criteria

ADD THE FOLLOWING SUB ARTICLE:

6-1.2.5

All Materials that are subjected to tests by samples or otherwise, shall be compensated for as follows:

- (a) All tests made that indicate failures to meet the design criteria shall be paid for by the Contractor.
- (b) All tests made that indicate passing of the design criteria and approved as such by the Engineer, shall be paid for by the owner or the Department.

6-5.2 Source of Supply-Steel ~~REPLACE TITLE OF ARTICLE WITH THE FOLLOWING:~~

Source of Supply-Steel (For Federal Aid Contracts only)

ADD THE FOLLOWING SUB-ARTICLE:

6-6 Guarantee

The Contractor guarantees to the Department and Engineer that all Materials and Equipment furnished under this Contract will be new unless otherwise specified and that all Work will be of good quality, free from faults and defects and in conformance with Contract Documents. All Work not so conforming to these requirements may be considered defective. If required by the Engineer, the Contractor shall furnish satisfactory evidence as to the kind and quality of Materials, Work, and Equipment. All Work shall be warranted and guaranteed unconditionally for a period of one (1) year after the letter of final acceptance. The Surety shall be bound with and for the Contractor in the Contractor's faithful observance of the guarantee. The Contractor shall furnish to the Department, the Form of Guarantee on forms attached hereto.

END OF SECTION

SECTION 7 LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC

7-1.9 Florida Minority Business Loan Mobilization Program ~~DELETE IN ITS ENTIRETY~~

7-2 Permits and Licenses

7-2.1 General ~~DELETE AND INSERT THE FOLLOWING:~~

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Except for permits procured by the Department, if any, procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the Work.

It shall be the Contractor's responsibility to become familiar with all local governmental codes, ordinances, and laws governing, associated with, or pertaining to the prosecution and completion of the Work. Any costs involved in procuring permits and licenses, complying with local codes, ordinances or laws, or giving notices shall be incidental to the project and paid by the Contractor.

The Department will also acquire any modifications or revisions to an original permit when the Contractor requires such modifications or revisions to complete the construction operations specified in the Plans or Special Provisions and within the Right-of-Way limits.

Acquire all permits for Work performed outside the Right-of-Way or easements for the project. Acquire permits required by municipality or public agency, including but not limited to tree removal and dewatering permits. The permitting time shall be included in the Proposal and Work progress schedule. The Contractor shall also be responsible for completing appropriate certifications by a Professional Engineer, certified in the State of Florida, as outlined on PER-1.

In carrying out the Work in the Contract, when under the jurisdiction of any environmental regulatory agency, comply with all regulations issued by such agencies and with all general, special, and particular conditions relating to construction activities of all permits issued to the Department as though such conditions were issued to the Contractor. Post all permit placards in a protected location at the worksite.

In case of a discrepancy between any permit condition and other Contract Documents, the more stringent condition shall prevail.

7-11.3 Contractor's Use of Streets and Roads

7-11.3.2 On the State Highway System **DELETE AND INSERT THE FOLLOWING:**

When hauling Materials or Equipment to the project over roads and bridges on the State Highway System and such use causes damage, immediately, at no expense to the Department, repair such Road or Bridge to as good a condition as before the hauling began.

7-11.5 Utilities

7-11.5.1 Arrangements for Protection or Adjustment **DELETE AND INSERT THE FOLLOWING:**

Unless otherwise specified, all references to utility Work, conflicts, relocation, coordination, adjustments, permits, utility pay items, and similar references shall be considered separate and distinct from Roadway and Bridge items and shall pertain to all utilities including Palm Beach County Water Utilities Department (PBCWUD) and Palm Beach County Traffic Division. The Contractor shall be responsible to be familiar with and assure that all utility related Work be

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performed in accordance with each respective utility department's minimum engineering and construction standards.

Sufficient time has been allotted in the Contract time for the Contractor to coordinate the installation and relocation, if necessary, of all utilities.

The Contractor shall be responsible to ascertain the exact location of all utilities prior to construction regardless of information which may be indicated on the drawings. Utilities shall be located and marked in the field.

The Contractor shall be responsible to verify if "other" utilities (not shown in the Plans) exist within the area of construction. Should there be utility conflicts, the Contractor shall inform the Engineer and notify the respective utility owners to resolve utility conflicts and utility adjustments, as required.

The Contractor shall plan his Work and conduct his construction operations in cooperation with the various utility companies. The Contractor shall use extreme caution where construction is performed in proximity to utilities, and the Engineer and the respective utility owner shall be notified when any Work may conflict with the utilities.

The Contractor shall make all necessary arrangements with the Utility Companies concerned for the maintenance of their lines during the construction period. In the event that complete relocation of utilities has not been accomplished prior to the effective date of the "Notice to Proceed", the Contractor nevertheless shall commence to Work under this Contract and schedule his Work to avoid interference with the utility relocation Work. The Department will not be liable for any damage to any utilities due to any action by the Contractor.

7-12 Responsibility for Damages, Claims, etc.

7-12.1 Contractor to Provide Indemnification ~~DELETE AND INSERT THE FOLLOWING:~~

The Contractor shall indemnify and hold harmless the Department and all of its officers, agents, and employees from and against all suits, actions, claims, demands, liability, expense, loss, cost or causes of action of any kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising out of, because of, during, or due to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of this Contract.

To the extent permitted by, and in accordance with, F.S. 725.06, for purposes of indemnity, the "persons employed or utilized by the Contractor" shall be construed to include, but not be limited to, the Contractor, its staff, employees, subcontractors, all deliverers, suppliers, furnishers of material or services or anyone acting for, on behalf of, or at the request of the Contractor.

The Contractor shall include the provision in any and all agreements with subcontractors executed in connection with this Contract.

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Unless otherwise noted herein, no provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the Contractor.

7-13 Insurance ~~DELETE ENTIRE SECTION AND INSERT THE FOLLOWING:~~

7-13.1 General

Unless otherwise specified in this Contract, or approved by the Department, the Contractor shall, at its sole expense, maintain in full force and effect at all times during the Contract and the performance of Work, including the warranty period, insurance coverage with limits, including endorsements, not less than those set forth in the Insurance Coverage and Limit Table below and with insurers and under forms of policies acceptable to the Department. Contractor shall furnish to the Department Certificate(s) of insurance evidencing that such policies are in full force and effect, not later than fourteen (14) Calendar Days of the date of the letter of Intent to Award, but in any event, prior to execution of the Contract by the Department and prior to commencement of Work. Such certificate(s) shall adhere in every respect to the conditions set forth herein.

The requirements contained herein as to types and limits, as well as the Department's approval of insurance coverage to be maintained by Contractor, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under the Contract.

7-13.1.1 Commercial General Liability Insurance

Furnish and maintain a standard Insurance Service Office (ISO) version Commercial General Liability policy form, or its equivalent providing coverage for, but not be limited to, Bodily Injury and Property Damage, Premises/Operations, Personal Injury, Products/Completed Operations, Independent Contractors, Contractual Liability, Broad Form Property Damage, X-C-U (X = Explosion; C = Collapse; U = Underground) Coverages (if applicable), Severability of Interest including Cross Liability, and be in accordance with all of the limits, terms and conditions set forth herein. Contractor agrees this coverage shall be provided on a primary basis.

7-13.1.2 Business Automobile Liability Insurance

Furnish and maintain a standard ISO version Business Automobile Liability coverage form, or its equivalent, providing coverage for all owned, non-owned and hired automobiles, and in accordance with all of the limits, terms and conditions set forth herein. Contractor agrees this coverage shall be provided on a primary basis. Notwithstanding the foregoing, should the Contractor not own any automobiles, the business auto liability requirement shall be amended to allow the Contractor to agree to maintain only Hired and Non-Owned Auto Liability. This amended coverage requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form.

7-13.1.3 Workers' Compensation and Employer's Liability Insurance

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Furnish and maintain Workers' Compensation Insurance and Employer's Liability, including Federal Act endorsement for U.S. Longshore and Harbor Workers' Compensation Act when any Work is on or contiguous to navigable bodies of U.S. waterways and ways adjoining, covering all of its employees on the Work site. This coverage shall be in accordance with all of the limits, terms and conditions set forth herein. Exemptions for a Contractor in or doing Work in the Construction Industry, or proof of Workers' Compensation coverage provided by an employee leasing arrangement shall not satisfy this requirement.

If any Work is sublet Contractor shall require all subcontractors to similarly comply with this requirement unless such subcontractors' employees are covered by Contractor's Workers' Compensation insurance policy. Contractor agrees this coverage shall be provided on a primary basis. Contractor shall defend, indemnify and save the Department harmless from any damages resulting to them for failure of Contractor to take out or maintain such insurance.

7-13.1.4 Additional Required Insurance

Furnish and maintain the following additional required insurance coverages with respect to any Work involving property, operations, or type of Equipment for which each insurance coverage described below has been designed specifically to provide coverage for when Work involves.

7-13.1.4.1 Railroad Protective Liability Insurance

With respect to any of the Work involving construction of a railroad grade crossing, overpass or underpass structure, or a railroad crossing signal installation, or any other Work or operations by the Contractor within the limits of the railroad right of way, including any encroachments thereon from Work or operations within the vicinity of the railroad right of way the Contractor shall furnish to the Department for transmittal to the railroad company, an original insurance policy which, with respect to the operations the Contractor or any of its subcontractors perform, will provide for and in behalf of the railroad company, Railroad Protective Liability Coverage. Coverage shall be in accordance with all of the limits, terms and conditions set forth herein and conform with the requirements of the U.S. Department of Transportation, Federal Highway Administration, Federal-Aid Program Manual, Volume 6, Chapter 6, Section 2, Subsection 2, Transmittal 350, dated October 1, 1982, and any supplements or revisions. Contractor agrees this coverage shall be provided on a primary basis.

7-13.1.4.2 Watercraft Liability Insurance

With respect to any of the Work hereunder involving watercraft owned, hired, or borrowed, the Contractor shall furnish and maintain Protection and Indemnity, or similar Watercraft Liability. Coverage shall be included either by way of endorsement under the Commercial General Liability or by separate watercraft liability insurance and be in accordance with all of the limits, terms and conditions set forth herein. Contractor agrees this coverage shall be provided on a primary basis.

7-13.1.4.3 Aircraft Liability Insurance

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With respect to any of the Work involving including fixed wing or helicopter aircraft, aircraft owned, hired, or borrowed, including the Contractor shall furnish and maintain Aircraft Liability. Passenger Liability shall be included when persons other than the pilot and crew are occupying the aircraft. Coverage shall be in accordance with all of the limits, terms and conditions set forth herein. Contractor agrees this coverage shall be provided on a primary basis.

7-13.1.4.4 Unmanned Aircraft Systems Insurance

The Contractor shall maintain Unmanned Aircraft Systems (UAS) insurance, if UAS are used in the performance of this Contract, at a limit of liability not less than \$1,000,000 each occurrence, and \$2,000,000 per aggregate. Coverage shall include property damage, injury to persons, personal injury (including invasion of privacy), medical expenses, premises liability, and war perils such as damage sustained from a malicious act. This coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.

7-13.2 Utility Owners Protective Liability Insurance

When the Work under the Contract involves the installation of attachments to joint-use utility poles, the Contractor shall furnish evidence to the Department that, with respect to the operations the Contractor performs, his Commercial General Liability is endorsed with a Broad Form Contractual Endorsement covering the below indemnification or the Department and Utility Company are to be an Additional Named Insured on the policy.

The Contractor hereby agrees to indemnify, defend, save and hold harmless the Department and any owner of Equipment attached to or supported by a jointly used pole from all claims, liabilities and suits whether or not due to or caused by negligence of the Department or joint pole Equipment owners for bodily injury or death to person(s) or damage to property resulting in connection with the performance of the described Work by Contractor, its subcontractors, agents or employees.

7-13.3 Satisfying Limits Under an Umbrella Policy

If necessary, the Contractor may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under an Umbrella or Excess Liability. The underlying limits may be set at the minimum amounts required by the Umbrella or Excess Liability provided the combined limits meet at least the minimum limit for each required policy. The Umbrella or Excess Liability shall have an Annual Aggregate at a limit not less than two (2) times the highest per occurrence minimum limit required above for any of the required coverages. The Department and any other applicable entities shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Umbrella or Excess Liability provides continuous coverage to the underlying policies on a complete Follow-Form basis without exceptions and stated as such on the Certificate of Insurance.

7-13.4 Additional Insured

The Contractor agrees to endorse the Department and any other required entity as an Additional Insured on each insurance policy required to be maintained by the Contractor, except for Workers'

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Compensation and Business Auto Liability. The CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, shall be endorsed to the Commercial General Liability. Other policies, when required, such as for watercraft, aircraft, and utility owners protective, shall provide a standard Additional Insured endorsement offered by the insurer providing coverage with respect to liability arising out of the operations of the Contractor. The endorsement shall read “Palm Beach County Board of County Commissioners”. The Contractor shall agree that the Additional Insured endorsements provide coverage on a primary basis. Endorsement shall be in accordance with all of the limits, terms and conditions set forth herein.

7-13.5 Additional Requirements

7-13.5.1 Waiver of Subrogation

The Contractor agrees, by entering into this Contract, to a Waiver of Subrogation for each required policy providing coverage during the Contract. When required by the insurer or should a policy condition not permit an Insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should the insured enter into such an agreement on a pre-loss basis. The Waiver of Subrogation shall be in accordance with all of the limits, terms and conditions set forth herein.

7-13.5.2 Right to Review and Adjust

The Contractor shall agree, notwithstanding the foregoing, that the Department, by and through its Risk Management Department, in cooperation with the Department, reserves the right to periodically review, reject or accept all required policies of insurance, including limits, coverages, or endorsements, hereunder from time to time throughout the life of this Contract. Furthermore, the Department reserves the right to review and reject any insurer providing coverage because of poor financial condition or because it is not operating legally. In such event, the Department shall provide Contractor written notice of such adjusted limits and Contractor shall agree to comply within thirty (30) days of receipt thereof and to be responsible for any premium revisions as a result of any such reasonable adjustment.

7-13.5.3 No Representation of Coverage Adequacy

The coverages and limits identified in the table have been determined to protect primarily interests of the Department only, and the Contractor agrees in no way should the coverages and limits in the table be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposures, whether as a result of the construction project or otherwise.

7-13.5.4 Certificate of Insurance

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Certificates of Insurance must provide clear evidence that Contractor's Insurance Policies contain the minimum limits of coverage, cancellation notice, and terms and conditions set forth herein.

In the event the Department is notified that a required insurance coverage will be cancelled or non-renewed during the period of this Contract, the Contractor shall furnish prior to the expiration of such insurance, an additional certificate of insurance as proof that equal and like coverage for the balance of the period of the Contract and any extension thereof is in effect. Contractor shall not continue to Work pursuant to this Contract unless all required insurance remains in effect.

The Department shall have the right, but not the obligation, of prohibiting Contractor or any subcontractor from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and accepted by the Department.

The Department Reserves The Right To Withhold Payment, But Not The Obligation, To Contractor Until Coverage Is Reinstated. If The Contractor Fails To Maintain The Insurance As Set Forth Herein, The Department Shall Have The Right, But Not The Obligation, To Purchase Said Insurance At Contractor's Expense.

7-13.5.4.1 Additional Requirements for Certificates of Insurance

1. Shall clearly identify Palm Beach County, a political subdivision of the State of Florida, its officers, agents and employees as Additional Insured for all required insurance coverages, except Workers' Compensation and Business Auto Liability.
2. Shall clearly indicate project name and project number to which it applies.
3. Shall clearly indicate a notification requirement in the event of cancellation or non-renewal of coverage.
4. Evidence of renewal coverage or reinstatement of cancelled coverage must be provided in advance of any policy that may expire during the term of this Contract. Failure to provide such certificate shall result in automatic stoppage of the Work until such time as the renewal certificate is supplied.
5. Within forty-eight (48) hours of a request by the Department, and subsequently, prior to expiration of any of the required coverage throughout the term of this Contract the Contractor shall deliver to the Department through Department's designated representative, unless otherwise directed by the Department, a signed Certificate(s) of Insurance evidencing that all types and amounts of insurance coverage required by this Contract have been obtained and are in full force and effect. Said Certificate(s) of Insurance shall, to the extent allowable by the insurer, include a minimum thirty (30) days' endeavor to notify due to cancellation (10 days' for nonpayment of premium) or non-renewal of coverage. The Certificate Holder shall read:

Palm Beach County Board of County Commissioners

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c/o Engineering Department / Roadway Production Division
2300 N. Jog Road 3rd Floor West
West Palm Beach, FL 33411

6. The Certificates of Insurance must be completed in the original and signed and returned to the Department along with Contracts and Sureties.

7-13.5.5 Deductibles, Coinsurance Penalties, and Self-Insured Retention

The Contractor shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, coinsurance penalty, or self-insured retention.

7-13.5.6 Subcontractor's Insurance

The Contractor shall agree to cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified herein, unless the Contractor's insurance provides coverage on behalf of the subcontractor. When requested by the Department, the Contractor shall agree to obtain and furnish copies of certificates of insurance evidencing coverage for each subcontractor.

7-13.5.7 Insurance Coverage and Limit Table

The Contractor shall agree to maintain the coverage, endorsements, and limits of liability in accordance with and set forth by the Insurance Coverage & Limit Table as follows:

INSURANCE COVERAGE & LIMIT TABLE		
TYPE OF COVERAGE	CONTRACTS LESS THAN \$500,000	CONTRACTS \$500,000 OR MORE
<u>COMMERCIAL GENERAL LIABILITY:</u> Limit of Liability not less than: Additional Insured endorsement required: General Aggregate Limit must apply Per Project	 \$500,000 per occurrence Yes	 \$1,000,000 per occurrence Yes
<u>COMPREHENSIVE AUTO LIABILITY:</u> Limit of Liability not less than:	 \$500,000 per occurrence	 \$1,000,000 per occurrence
<u>WORKERS' COMPENSATION & EMPLOYER'S LIABILITY:</u> Coverage not less than: Employer's Liability Limits not less than:	 Statutory \$100,000/500,000/100,000	

GENERAL PROVISIONS

<u>WATERCRAFT LIABILITY:</u> Limit of Liability not less than: Additional Insured endorsement required:	\$1,000,000 per occurrence Yes
<u>AIRCRAFT LIABILITY:</u> Limit of Liability not less than: When used to carry passengers (excluding aircrafts crew) coverage for Passenger Liability not less than: Additional Insured endorsement required:	\$5,000,000 per occurrence \$1,000,000 per passenger Yes
<u>RAILROAD PROTECTIVE LIABILITY:</u> Limit of Liability not less than: Additional Insured endorsement required: General Aggregate Limit must apply Per Project	\$2,000,000 per occurrence \$6,000,000 aggregate Yes
<u>UTILITY OWNERS PROTECTIVE LIABILITY:</u> Limit of Liability not less than: Additional Insured endorsement required:	\$1,000,000 per occurrence Yes
<u>UNMANNED AIRCRAFT SYSTEMS LIABILITY:</u> Limit of Liability not less than: Additional Insured endorsement required:	\$1,000,000 per occurrence \$2,000,000 aggregate Yes

7-14 Contractor's Responsibility for Work ADD THE FOLLOWING AT THE END OF THIS ARTICLE:

In addition to the above, the Contractor will not be held responsible for damage to any landscape items caused by an officially declared hurricane which occurs after the final acceptance of the entire Work (as specified in 580), but during any remaining portion of the 90-day establishment period.

7-24 Disadvantaged Business Enterprise Program DELETE IN ITS ENTIRETY

7-25 On the Job Training Requirements DELETE IN ITS ENTIRETY

END OF SECTION

SECTION 8 PROSECUTION AND PROGRESS

8-3 Prosecution of Work

GENERAL PROVISIONS

8-3.2 Submission of Contract Schedule ~~DELETE AND INSERT THE FOLLOWING:~~

Provide a schedule that shows the various activities of Work in sufficient detail to demonstrate a reasonable and workable plan to complete the project within the Contract Time. Show the order and interdependence of activities and the sequence for accomplishing the Work. Describe all activities in sufficient detail so that the Engineer can readily identify the Work and measure the progress on each activity. Show each activity with a beginning Work date, a duration, and a monetary value. Include activities for procurement fabrication, and deliver of Materials, plant, and Equipment, and review time for shop drawings and submittals. Include milestone activities when milestones are required by the Contract Documents. In a project with more than one phase, adequately identify each phase and its completion date, and do not allow activities to span more than one phase.

The Engineer will return inadequate schedules to the Contractor for corrections. Resubmit a corrected schedule within 15 Calendar Days from the date of the Engineer's return transmittal.

Submit an updated Work progress schedule, for Engineer's acceptance, if there is a significant change in the planned order or duration of an activity. The Engineer will review the updated schedule and respond within 7 Calendar Days of receipt.

By acceptance of the schedule, the Engineer does not endorse or otherwise certify the validity or accuracy of the activity durations or sequencing of activities. The Engineer will use the accepted schedule as the baseline against which to measure the progress.

If the Contractor fails to submit either the corrected or an updated schedule in the time specified, the Engineer will withhold all Contract payments until the Engineer accepts the schedule.

8-3.3 Beginning Work ~~DELETE AND INSERT THE FOLLOWING:~~

Notify the Engineer not less than five days in advance of the planned start day of work. Upon the receipt of such notice, the Engineer may give the Contractor Notice to Proceed and may designate the point or points to start the work. In the Notice to Proceed, the Engineer may waive the five day advance notice and authorize the Contractor to begin immediately. Notify the Engineer in writing at least two days in advance of the starting date of important features of the work. Do not commence work under the Contract until after the Department has issued the Notice to Proceed. The Department will issue the Notice to Proceed within 120 calendar days, excluding Saturdays, Sundays and Holidays, after execution of the Contract, unless otherwise mutually agreed by the Contractor and the Department.

8-3.5 Preconstruction Conference ~~DELETE AND INSERT THE FOLLOWING:~~

After the award of Contract and prior to issuance of the Notice to Proceed a Pre-Construction Conference will be held between the Contractor, the Department, representative of other municipalities concerned, utility companies, other contractors affected by the Work and any other persons designated by the Department to have a material interest in the Work. The time and place

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of this conference will be set by the Department. The Contractor shall bring to this conference a copy of the Contractor's proposed Work schedule for the project.

8-6 Temporary Suspension of Contractor's Operations

8-6.1 Authority to Suspend Contractor's Operations **ADD THE FOLLOWING TO THE END OF THIS ARTICLE:**

In particular, the Engineer reserves the right to suspend Work on the project from December 15th to December 23, inclusive. The Engineer will give a minimum of thirty (30) Calendar Days notice of suspension. Prior to carrying out any Work on the project during the period of suspension, the Contractor shall obtain written approval from the Engineer.

8-6.1.1 State of Emergency **DELETE AND INSERT THE FOLLOWING:**

The Engineer has the authority to suspend the Contractor's operations, wholly or in part, pursuant to a Governor's Declaration of a State of Emergency. The Engineer will order such suspension in writing, giving in detail the reasons for the suspension. Contract Time will be charged during all suspensions of Contractor's operations. The Department, at its sole discretion, may grant an extension of Contract Time and reimburse the Contractor for specific costs associated with such suspension.

8-6.4 Suspension of Contractor's Operations-Holidays and Special Events **DELETE AND INSERT THE FOLLOWING:**

Unless the Contractor submits a written request to work on a Holiday at least ten Calendar Days in advance of the requested date and receives written approval from the Engineer, the Contractor shall not work on the following days: Martin Luther King, Jr. Day; Memorial Day; the Saturday and Sunday immediately preceding Memorial Day; Independence Day; Labor Day; the Friday, Saturday, and Sunday immediately preceding Labor Day; Veterans Day; Thanksgiving Day; the Friday, Saturday and Sunday immediately following Thanksgiving Day; and December 24 through January 2, inclusive.

Contract Time will be charged during these Holiday periods regardless of whether the Contractor's operations have been suspended. Contract Time will be adjusted in accordance with 8-7.3.2. The Contractor is not entitled to any additional compensation beyond any allowed Contract Time adjustment for suspension of operations during such Holiday periods.

The Contractor will be allowed additional Contract Time for each Working Day included in the Engineer directed suspension of Work between December 15th and December 23rd. During such suspensions, remove all Equipment and Materials from the clear zone, except those required for the safety of the traveling public and retain sufficient personnel at the job site to properly meet the requirements of Sections 102 and 104. The Contractor is not entitled to any additional compensation for removal of Equipment from clear zones or for compliance with Section 102 and Section 104 during such Holiday periods.

GENERAL PROVISIONS

8-7 Computation of Contract Time

8-7.2 Date of Beginning of Contract Time ~~DELETE AND INSERT THE FOLLOWING:~~

The date on which Contract Time begins is the date stated in the Notice to Proceed.

8-8 Failure of Contractor to Maintain Satisfactory Progress

8-8.1 General: Pursue the Work to Completion ~~DELETE AND INSERT THE FOLLOWING:~~

Satisfactory progress is an essential element of the Contract and, as Delay in the prosecution of the Work will inconvenience the public, obstruct traffic, and interfere with business, it is important that the Work be pressed vigorously to completion. Moreover, the cost to the Department for the administration of the Contract, including engineering, inspection, and supervision, will be increased as the construction period is lengthened.

8-8.2 Regulations Governing Suspension for Delinquency ~~DELETE AND INSERT THE FOLLOWING:~~

- (a) A Contractor may be declared delinquent because of unsatisfactory progress on a Contract with the Department, when the Contract Time allowed has not been entirely consumed, but the Contractor's progress at any check period does not meet at least one of the following two tests:
 - (1) The percentage of dollar value of completed Work with respect to the total amount of the Contract is within ten percentage points of the percentage of Contract Time elapsed.
 - (2) The percentage of dollar value of completed Work is within ten percentage points of the dollar value which should have been performed according to the Contractor's own progress schedule previously approved by the Engineer.

In lieu of the ten percentage points stated in the two preceding paragraphs, twenty (20) percentage points may be allowed for a Contractor who, in the opinion of the Engineer, has adequate organization, Equipment, and financial resources to undertake other contract or subcontract Work without conflict or Delay in prosecuting Work under existing contracts let by the Department.

- (b) A Contractor will be declared delinquent because of unsatisfactory progress on the Contract with the Department, under either of the following circumstances:
 - (1) The Contract Time allowed has been consumed and the Work has not been completed.
 - (2) The Contract Time allowed has not been entirely consumed the Contractor's progress at any check period does not meet either of the two tests described under the paragraphs headed (a) above (c).

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A Contractor declared delinquent under the provisions of 8-8 will be disqualified from further bidding and also will not be approved as a subcontractor so long as the delinquent status exists. Also, any individual, firm, partnership or corporation, affiliated with a delinquent Contractor for either personnel, Equipment or finances, shall likewise be disqualified.

- (c) The Contractor may appeal in writing to the Department for relief from disqualification status. The Department will act upon any appeal within thirty (30) Calendar Days after the filing thereof, and will promptly notify the appellant of the action taken.
- (d) A Contractor disqualified under the requirements of this Article will be removed from such status upon receipt of evidence from the Construction Coordination Division that his progress is no longer delinquent, provided the Contract Time has not elapsed.
- (e) The principal progress check period will occur monthly, upon the Department's receipt of the Contractor's monthly estimates. Postings will generally be completed by the first week of each month, and preliminary notices of delinquency will be sent to the Contractor immediately thereafter, and confirmed by certified mail.
- (f) No Contractor given such a preliminary notice of delinquency will be finally declared delinquent until a period of ten Calendar Days after the preliminary notice has elapsed. During this ten-day period, the Contractor may request and provide support for any extensions of time, or other considerations which would affect the delinquency.
- (g) Final notification of delinquency will be made and verified by certified mail after the expiration of this ten-day period, provided no extensions of time or other considerations are deemed proper by the County Engineer, and provided the delinquency status has not been corrected.
- (h) The Engineer may grant extensions of time during the prosecution of the Work, as allowed under the Contract, regardless of the Contractor's delinquency status.

8-9 Default and Termination of Contract

8-9.2 Termination of Contract for Convenience **DELETE AND INSERT THE FOLLOWING:**

The Department may, at its option, terminate the Contract, in whole or in part at any time by written notice thereof to Contractor, whether or not Contractor is in default. Upon such notice, Contractor hereby waives any claims for damages from the optional termination, including loss of anticipated profits on account thereof. As the sole right and remedy of Contractor, the Department shall pay Contractor in accordance with Subparagraphs below, provided, however, that those provisions of the Contract which by their very nature survive final acceptance under the Contract shall remain in full force and effect after such termination.

- A. Upon receipt of any such notice, Contractor and its Surety shall, unless the notice requires otherwise:

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1. Immediately discontinue Work on the date and to the extent specified in the notice;
 2. Place no further orders or subcontracts for Materials, services, or facilities, other than may be necessary or required for completion of such portion of Work under the Contract that is not terminated;
 3. Promptly make every reasonable effort to obtain cancellation upon terms satisfactory to Department of all orders and subcontracts to the extent they relate to the performance of Work terminated or assign to the Department those orders and subcontracts and revoke agreements specified in such notice;
 4. The Contractor agrees to assign all subcontracts required for performance of this Contract to the Department;
 5. The Contractor shall include in all subcontracts, Equipment leases and purchase order, a provision requiring the subcontractor, Equipment lessor or supplier, to consent to the assignment of their subcontract to the Department;
 6. Assist the Department, as specifically requested in writing, in the maintenance, protection and disposition of property acquired by the Department under the Contract; and
 7. Complete performance of any Work which is not terminated.
- B. Upon any such termination, the Department will pay to Contractor an amount determined in accordance with the following (without duplication of any item):
1. All amounts due and not previously paid to Contractor for Work completed in accordance with the Contract prior to such notice, and for Work thereafter completed as specified in such notice.
 2. The reasonable cost of settling and paying claims arising out of the termination of Work under subcontracts or orders as provided in Subparagraph A.3. above.
 3. The verifiable costs incurred pursuant to Subparagraph A.5. above.
 4. Any other reasonable costs which can be verified to be incidental to such termination of Work.

The foregoing amounts will include a reasonable sum, under all of the circumstances, as profit for all Work satisfactorily performed by Contractor.

Contractor shall submit within 30 days after receipt of notice of termination, a proposal for an adjustment to the Contract price including all incurred costs described herein.

The Department shall review, analyze, and verify such proposal, and negotiate an equitable adjustment, and the Contract shall be amended in writing accordingly.

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8-10 Liquidated Damages for Failure to Complete the Work

8-10.2.1 Amounts Reasonable/No Penalty ADD THE FOLLOWING SUB-ARTICLE:

The Contractor hereby agrees and affirms that the amounts specified in this section reflect a fair compensable value for damages suffered by Department as a result of Contractor's Delay, and that said amounts are not a penalty nor will ever be contested as reflecting the imposition of a penalty against Contractor.

END OF SECTION

SECTION 9 MEASUREMENT AND PAYMENT

9-2 Scope of Payments

9-2.1.1 Fuels DELETE AND INSERT THE FOLLOWING:

The Department will make no price adjustments for fuels.

9-2.1.2 Bituminous Material DELETE AND INSERT THE FOLLOWING:

Department will adjust the Bid unit price for bituminous material, excluding cutback and emulsified asphalt to reflect increases or decreases in the Asphalt Price Index (API) of bituminous material from that in effect during the month in which Bids were received.

Bituminous adjustments will be made only when the current API (CAPI) varies by more than 5% of the API prevailing in the month when Bids were received (BAPI), and then only on the portion that exceeds 5%.

The Department will determine the API for each month by averaging quotations in effect on the first day of the month at all terminals that could reasonably be expected to furnish bituminous material to projects in the State of Florida.

The API will be available on the Construction Office website before the 15th of each month at the following URL: <https://www.fdot.gov/construction/fuel-bit/fuel-bit.shtm>

Refer to the "Liquid Asphalt Calculation" table provided in the Special Provisions of these documents.

9-3 Compensation for Altered Quantities

9-3.1 General ADD THE FOLLOWING TO THE END OF THIS ARTICLE:

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The Contractor is advised that all items may be increased, decreased or deleted from the Contract, as directed by the Engineer. Whenever change or combination of changes in the Plans results in total elimination or substitution of any item included in the original Contract quantities, no allowance will be made for any loss of anticipated profits because of these changes, decreases or deletions of items.

The Contractor's attention is called to the fact that the quotations for the various items of Work are intended to establish a total price for completing the Work in its entirety. The unit prices for the items of Work shall include the cost of all labor, Materials, Equipment, transportation, fuel and all other items incidental to or necessary for the completion of the item of Work.

Should the Contractor feel that the cost for any item of Work has not been established by the Bid Form or Basis of Payment, 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 Work in its entirety.

9-3.2.1 Error in Plan Quantity ~~DELETE IN ITS ENTIRETY~~

9-5 Partial Payments

9-5.1 General ~~DELETE AND INSERT THE FOLLOWING:~~

The Contractor will receive partial payments on monthly estimates, based on the amount of Work done or completed (including delivery of certain Materials, as specified herein below). The monthly payments shall be approximate only, and all partial estimates and payments shall be subject to correction in the subsequent estimates and the final estimate and payment.

The amount of such payments shall be the total value of the Work done to the date of the estimate, based on the quantities and the unit prices for all Work performed, less an amount retained and less payments previously made. Except as specified herein, the amount retained shall be 5% of the value of Work completed. This retainage may be reduced to 2.5% of Contract amount at the discretion of the Engineer when the total amount of partial payments exceeds 95% of the Contract amount.

The amount retained on water and sewer construction and adjustments included in the Contract shall be 5% of the monthly estimates until the Work is approved by the permitting agency. The retainage after approval/acceptance by the agency shall be in accordance with 9-5.1.

For contracts in which the amount for landscaping items constitute 50% or more of the original Contract amount, 5% of the value of Work completed shall be retained until the end of the 90-day establishment period for landscaping items or until final acceptance of the Work; whichever occurs last.

Contract amount is defined as the original Contract amount as adjusted by approved Supplemental Agreements.

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9-5.5 Partial Payments for Delivery of Certain Materials

9-5.5.1 General ADD THE FOLLOWING TO THE END OF THIS ARTICLE:

(7) Common Carrier Freight Rates. No adjustments shall be made for change in common carrier rates.

9-5.5.2 Partial Payment Amounts DELETE AND INSERT THE FOLLOWING:

Contract amount is defined as the original Contract amount as adjusted by approved Supplemental Agreements.

The following partial payment restrictions apply:

- (1) Partial payments for structural steel and precast prestressed items will not exceed 85% of the bid price for the item. Partial payments for all other items will not exceed 75% of the bid price of the item in which the material is to be used.
- (2) Partial payment will not be made for aggregate and base course material received after paving or base construction operations begin except when a construction sequence designated by the Department requires suspension of paving and base construction after the initial paving operations, partial payments will be reinstated until the paving and base construction resumes.

9-9 Interest Due on Delayed Payments DELETE IN ITS ENTIRETY

9-11 Change Order Approvals ADD THE FOLLOWING ARTICLE:

Change Orders shall be approved in accordance with existing Department policy per Resolution #R89-633 dated April 4, 1989 and the current PPM #CWF-050.

Department reserves the right to increase or decrease any of the unit quantities as necessary to complete the Work contracted. Such increases or decreases may be authorized by the Department's Engineer at the unit price(s) as Bid.

END OF SECTION

SECTION 102 MAINTENANCE OF TRAFFIC

102-1 Description ADD THE FOLLOWING AT THE END OF THIS ARTICLE:

All existing signs are the property of the Department. The Contractor shall stockpile the above mentioned signs and contact the Palm Beach County Traffic Operations Sign Supervisor at 233-

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3900 for pick-up. Signs must be kept in good condition or the Contractor shall be responsible for reimbursement to the Department.

This section shall be governed by the current edition of the following standards:

1. Florida Department of Transportation (FDOT) “Standard Specifications for Road and Bridge Construction”
2. “Manual on Uniform Traffic Control Devices for Streets and Highways” (MUTCD)
3. Florida Department of Transportation “Design Standards”
4. Florida Department of Transportation “Plans Preparation Manual”
5. “Manual of Uniform Minimum Standards for Design, Construction and Maintenance of Streets and Highways”
6. Palm Beach County’s Engineering and Public Works Department Traffic Division Temporary Traffic Control Guide.

102-1.1 General

1. Contractor shall keep sufficient cold patch asphalt on the job site to fill pot-holes and to perform other minor pavement maintenance as needed.
2. All Highway Equipment shall have a Slow Moving Vehicle sign with either a flasher or a beacon operating when the equipment is operating.
3. During peak hours 7:00 A.M. to 9:00 A.M. and 3:00 P.M. to 7:00 P.M. left turn and through lanes shall not be blocked without permission from the Department.
4. Any manholes/valves in the travel way shall have 50” width of asphalt extending from the edge for every 1” inch of height.
5. Night Time Work –Work involving double lane closures shall be completed during nighttime hours. Daytime operations with double lane closures (from 9:00 a.m. to 3:00 p.m.) will require prior approval in writing from the Department.

Pedestrians

1. When pedestrian movement through or around a worksite is necessary, the Contractor shall provide a separate, safe footpath without abrupt changes in grade or terrain.
 - If one (1) or two (2) pedestrian ways are provided (exist) prior to the start of a project, only one (1) has to be maintained.

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2. Places where pedestrians are judged especially vulnerable to impact by vehicles, all foot traffic should be separated and protected by longitudinal positive barrier systems.
3. Pedestrian detours are not to exceed 300 feet from the closure to a signalized or Palm Beach County approved alternative crossing location. The Contractor is to provide a safe and reasonable alternate route including pedestrian detours, diversions and flaggers to assist pedestrians around the work area when applicable.
4. Sidewalks within school zones/areas shall be maintained during morning start and afternoon dismissal times unless otherwise approved by the Engineer. Otherwise, direct detours shall be provided such that students will not be diverted for more than 100 feet. Temporary guarded crossings provided by the Contractor shall be utilized when needed.

102-3.2 Worksite Traffic Supervisor ADD THE FOLLOWING AT THE END OF THIS ARTICLE:

Certification must be through American Traffic Safety Services Association (ATSSA) or FDOT approved Advanced Maintenance of Traffic course certification.

102-4 Temporary Traffic Control Plan. (TTCP) DELETE IN ITS ENTIRETY AND INSERT THE FOLLOWING:

The Temporary Traffic Control Plan (TTCP) for traffic control around or through work sites should be developed with safety receiving a high priority. The TTCP should include protection at work sites when Work is in progress and when operations have been halted (such as during the night) or from the time Work is completed until the final. Provisions for the protection of work crews, traffic control personnel, pedestrians, and motorists shall be included.

The temporary traffic control plan shall include the following:

TTCP to be prepared and signed by the Work Site Traffic Supervisor as certified by the American Traffic Safety Services Association or FDOT approved Advanced Maintenance of Traffic course or a Professional Engineer.

1. A copy of the signer's certification, Contractor's name, and 24 hour phone number of the work site traffic supervisor shall be on the TTCP.
2. The TTCP shall include: north arrow; drawn by; lane usage; type and location of all signs, lights, barricades, striping, barriers, traffic signals; all side-streets; change-overs; sidewalks; Retro-reflective Pavement Markers (RPM); pavement markings; school zones; crosswalks; Palm Tran bus stop and railroad crossings.
3. Plans may be drawn to scale; however, dimensions shall be shown. Plans that are not drawn to scale must be drawn proportionately and include all areas that will be within the

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temporary traffic control including signalized and unsignalized intersections. Plans must be legible, easily read and include all lane usage and current geometrics.

4. Variable Message Sign (VMS) and the messages.
 - a. Road Closures – VMS boards shall be installed 10 business days prior to Work beginning. If the Road closer is on a thoroughfare Road then the VMS board shall be installed for the entire Contract Time.
 - b. Traffic Shifts – VMS boards shall be installed 7 business days prior to Work until 7 Working Days after the traffic shift.
5. Location and geometry for transitions, detours, and diversions (includes buffer space and taper length).
6. No change-overs are allowed on Monday or Friday, the day before a Holiday or during AM or PM peak traffic, and are discouraged at signalized intersections.
7. All Plans shall be submitted through the Palm Beach County Construction Coordination Division.
8. Lane closures in front of schools shall avoid disruption to school traffic during school arrival and dismissal times.
9. The Contractor shall comply with the current MUTCD and FDOT Standard Plan Index 102 series and Palm Beach County Standards for all MOT.
10. The Contractor shall provide MOT for each phase of construction within 60 days of phase implementation.
11. Supporting calculations shall be provided for all proposed horizontal curves.

The MOT review time is approximately fifteen (15) business days. A MOT is valid for 60 days from the date of approval; if construction has not started during that timeframe, a new MOT application must be submitted. The approved MOT must be available at all times on the construction site.

Time may vary based on the complexity of the TTCP Consideration should be given to these time frames when scheduling the Work.

Palm Beach County Traffic Engineering Division will handle all news releases, notifying police, fire, etc.

The TTCP is good for 60 days. If the TTCP has not been implemented by then, a new approval will be required.

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TTCP must have dates and times of operation requested.

In no case may the Contractor begin Work until the TTCP has been approved in writing by the Palm Beach County Traffic Engineering Division. Field modifications may be made with the approval of a representative of the Palm Beach County Traffic Engineering or Construction Coordination Divisions. Failure to comply with the above may result in permanent reduction of the pay item of "Maintenance of Traffic" on a prorated basis or \$1,000.00 per day, whichever is higher.

Cost for Temporary Traffic Control Plans shall be made on a Lump Sum basis, and shall include all the above requirements.

Cost for Temporary Traffic Control Plans shall be included in Maintenance of Traffic items and shall include all of the above requirements.

102-5.5 Crossings and Intersections DELETE AND INSERT THE FOLLOWING:

Provide and maintain adequate accommodations for intersecting and crossing traffic. Do not block or unduly restrict any Road or Street unless approved by the Engineer. Maintain all existing actuated or traffic responsive mode signal operations for main and side Street movements for the duration of the Contract. (See 102-7.1)

102-5.8 Flagger DELETE AND INSERT THE FOLLOWING:

Provide trained flaggers in accordance with FDOT and MUTCD requirements.

102-6.2 Construction DELETE AND INSERT THE FOLLOWING:

Plan, construct, and maintain detours for the safe passage of traffic (both vehicular and pedestrian) in all conditions of weather. Provide the detour, to the Department, with all facilities necessary to meet this requirement.

102-6.6 Operation of Existing Movable Bridges DELETE IN ITS ENTIRETY

102-7 Traffic Control Officer DELETE AND INSERT THE FOLLOWING:

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

1. Traffic control in a signalized intersection when signals are overridden.
2. When Standard Index No. 102-607 is used on Interstate at nighttime and required by the Plans.
3. When Standard Plans, Index 102-655 Traffic Pacing is called for in the Plans or approved by the Department.

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4. During the night time milling or paving, if the lane adjacent to the Work area is open to traffic, the Traffic Control Officer shall be present with flashing lights, operating on their vehicle.
5. As required by the Engineer.
6. Provide uniformed laws enforcement officers, including marked law enforcement vehicles, to assist in controlling and directing traffic through the work zone, when authorized and/or directed by the Engineer, and for purposes not covered under the requirements of the Temporary Traffic Control Plans. The Contractor shall make a request for the use of this item in writing to Construction Coordination Division. The request will be reviewed and responded to in writing. The Contractor shall supply a breakdown of police activity for every 4 hour period.

ADD THE FOLLOWING SUBARTICLE:

102-9.9.1 Portable Changeable (Variable) Message Sign (PCMS) (Non-MOT)

Furnish Portable Changeable Message Sign (PCMS) in accordance with 102-9.10.2, when authorized and/or directed by the Engineer, and for purposes not covered under the requirements of the TTCF.

102-9.10.4 Radar Speed Display Unit (RSDU) ~~DELETE IN ITS ENTIRETY~~

102-9.11.1 Temporary Signals for Lane Closure on Two-Lane, Two-Way Roadways ~~DELETE IN ITS ENTIRETY~~

102-9.12 Temporary Traffic Detection and Maintenance ~~DELETE IN ITS ENTIRETY~~

102-10 Work Zone Pavement Marking ~~DELETE AND INSERT THE FOLLOWING:~~

1. All temporary pavement markings shall be done in a professional manner without weaves and/or bows. No over-painting shall be allowed.
2. Temporary RPM's shall be installed at an 1 inch offset to lane lines, skips, gore or crosshatched area within the work zone. The spacing shall be 40 feet on tangent section and 20 feet on transitions and curves (including edge lines). Damaged or missing RPM's shall be replaced on a daily basis. The RPM's shall have a maximum width of 5 inches and a maximum height of 0.75 inch. The minimum area of each reflective face shall be 3.50 square inches. RPM's shall be bonded to the pavement or concrete with epoxy, alkyl thermoplastic or bituminous adhesive.
3. Temporary pavement markings shall be applied to the intermediate asphalt course, and shall consist of foil-backed tape, or paint meeting both State and Department Specifications.
4. Temporary pavement markings shall also be applied to the final asphalt course unless otherwise directed by the Department. All final course pavement markings shall consist of

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foil-backed tape. The temporary pavement markings shall be installed in accordance with the typical in the General Provisions.

5. All temporary tape skip-line pavement markings shall be at least four (4) feet in length with a maximum gap of thirty-six (36) feet. A two (2) foot stripe with a maximum gap of eighteen (18) feet may be used for Roadways with severe curvature, or as directed by the Department.
6. All painted lines shall conform to size and color requirements of the MUTCD, Part III. The thickness shall not be less than fifteen (15) mils with six (6) to six and one quarter (6 ¼) pounds of beads per gallon of paint. Both shall be applied uniformly. All painted lines shall be refurbished if at any time the reflectivity falls below 150 mini-candles. A normal width line is 6" paint or tape.
7. Black-out shall not be used to obliterate pavement markings. Existing pavement markings that conflict with temporary work zone delineation shall be removed by any method approved by the Engineer.
8. If a school zone exists, it must be maintained including crosswalks, school messages and signs.
9. It shall be the Contractor's responsibility to adjust existing signing, add new signing, and remove or add pavement marking on approaches to the project.
10. The last temporary pavement markings for the project's final condition shall be incidental to the Maintenance of Traffic item. They shall be placed in the location of the future permanent pavement markings.

102-10.1 Description ~~DELETE IN ITS ENTIRETY~~

102-10.2 Painted Pavement Markings ~~DELETE IN ITS ENTIRETY~~

102-10.3 Removable Tape ~~DELETE IN ITS ENTIRETY~~

102-10.3.1 General ~~DELETE IN ITS ENTIRETY~~

102-10.3.2 Application ~~DELETE IN ITS ENTIRETY~~

102-10.3.3 Retro-reflectivity ~~DELETE IN ITS ENTIRETY~~

102-10.3.4 Removability ~~DELETE IN ITS ENTIRETY~~

102-10.4 Temporary Raised Pavement Markers ~~DELETE AND INSERT THE FOLLOWING:~~
Apply all markers in accordance with Palm Beach County Typical T-P-24, or as otherwise revised.

102-11 Method of Measurement

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102-11.1 General DELETE AND INSERT THE FOLLOWING:

Devices installed/used on the project on any Calendar Day or portion thereof, within the allowable Contract Time, including time extensions which may be granted, will be paid for at the Contract unit price MOT, Lump Sum and shall include all items required to implement the approved Temporary Traffic Control Plan (TTCP).

Unless otherwise specified, all devices / items specified in 102-11 shall be incidental to the pay item: MOT, on a Lump Sum basis.

ADD THE FOLLOWING SUBARTICLE:

102-11.2.1 Traffic Control Officers (Non-MOT)

The quantity to be paid for will be at a unit price per hour (4 hour minimum) for the actual number of officers certified to be on the project site, including any law enforcement vehicle(s).

Payment will be made only for those traffic control officers not incidental to the TTCP requirements and when authorized by the Engineer under the pay item: Traffic Control Officers (Non-MOT) per hour.

102-11.3 Special Detours DELETE IN ITS ENTIRETY

ADD THE FOLLOWING SUBARTICLE:

102-11.14.1 Changeable (Variable) Message Sign (NON-MOT)

The quantity to be paid for will be the number of changeable (variable) message signs certified as installed/used on the project when directed by the Engineer and not a requirement of the TTCP.

Payment will be made for each Changeable (Variable) message sign that is used during the Contract period under the pay item Changeable (Variable) Message Sign (Non-MOT) per each per day.

102-11.18 Temporary Signalization and Maintenance DELETE IN ITS ENTIRETY

102-11.19 Temporary Traffic Detection and Maintenance DELETE IN ITS ENTIRETY

102-11.20 Work Zone Pavement Markings DELETE AND INSERT THE FOLLOWING:

The quantities, furnished and installed shall be those that are required for the project and shall be incidental to MOT, Lump Sum.

102-12.1 Submittal Instructions DELETE IN ITS ENTIRETY

102-12.2 Contractor's Certification of Quantities DELETE AND INSERT THE FOLLOWING:

When requested by the Department, Contractor shall submit a certification of the material used.

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Ensure that the certification consists of the following: Project Number, Certification Number, Certification Date and the period that the certification represents.

102-13 Basis of Payment

102-13.1 Maintenance of Traffic (General Work) **DELETE AND INSERT THE FOLLOWING:**

When an item of Work is included in the Proposal, price and payment will be full compensation for all Work and costs specified under this Section except as may be specifically covered for payment under other items. Maintenance of Traffic (General Work) shall also include all items required to implement the approved Temporary Traffic Control Plans (TTCP).

Unless otherwise specified, all devices / items specified in 102-13 shall be incidental to the pay item: MOT, on a Lump Sum basis.

INSERT THE FOLLOWING SUBARTICLE:

102-13.2.1 Traffic Control Officers (Non-MOT)

Price and payment will be full compensation for the services of the traffic control officers for instances when directed by the Engineer and not a requirement of the TTCP.

102-13.3 Special Detours **DELETE IN ITS ENTIRETY**

INSERT THE FOLLOWING SUBARTICLE:

102-13.13.1 Changeable (Variable) Message Sign (NON-MOT)

Price and payment will be full compensation for furnishing, installing, operating, relocating, maintaining and removing changeable message signs when directed by the Engineer and not a requirement of the TTCP.

102-13.20 Temporary Raised Rumble Strips **DELETE IN ITS ENTIRETY**

102-13.21 Temporary Lane Separator **DELETE IN ITS ENTIRETY**

102-13.22 Temporary Signals for Lane Closures **DELETE IN ITS ENTIRETY**

102-13.23 Temporary Highway Lighting **DELETE IN ITS ENTIRETY**

102-13.24 Pedestrian or Bicycle Special Detours **DELETE IN ITS ENTIRETY**

102-13.25 Type III Barricades **DELETE IN ITS ENTIRETY**

102-13.26 Payment Items **DELETE AND INSERT THE FOLLOWING:**

Payment will be made under:

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Item No. 102- 1- Maintenance of Traffic - lump sum.

Item No. 102- 14-1 Traffic Control Officers (Non-MOT) - per hour.

Item No. 102- 99-1 Changeable (Variable) Message Sign (Non-MOT) - per each per day.

105-1.2.3 Notification of Placing Order ~~DELETE AND INSERT THE FOLLOWING:~~

Order materials sufficiently in advance of their incorporation in the work to allow time for sampling, testing and inspection. Notify the Engineer prior to placing orders for materials.

Submit to the Engineer a fabrication schedule for all items requiring commercial inspection at least 30 days before beginning fabrication. Items requiring commercial inspection will be identified in the Plans, Proposal, Special Provisions, Supplemental Specifications, or Technical Special Provisions of the Contract Documents. These items can include steel bridge components, moveable bridge components, pedestrian bridges, castings, forgings structures erected either partially or completely over the travelled roadway or mounted on bridges as overhead traffic signs (some of these may be further classified as cantilevered, overhead trusses, or monotubes) or any other item identified as an item requiring commercial inspection in the Contract Documents.

END OF SECTION

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SECTION 300 PRIME AND TACK COATS

300-2.3 Tack Coat ~~DELETE AND SUBSTITUTE THE FOLLOWING:~~

Unless the Contract Documents call for a specific type or grade of tack coat, use RA-500 meeting the requirements of 916-2, heated to a temperature of 250 to 300°F or undiluted Emulsified Asphalt Grades RS-1h, RS-2, CRS-1h, or NTSS-1hm meeting the requirements of 916-4. Heat RS-1h, RS-2, CRS-1h and NTSS-1hm to a temperature of 150 to 180°F. The Contractor may use RS-1h modified to include up to 3% naphtha to improve handling of the material during the winter months or at any other time, as approved by the Engineer.

For night paving, use RA-500 tack coat. The Engineer may approve RS-1h, RS-2, CRS-1h, or NTSS-1hm for night paving if the Contractor demonstrates, at the time of use, that the emulsion will break to allow paving in a timely manner and not affect the progress of the paving operation.

300-9 Method of Measurement ~~DELETE AND SUBSTITUTE THE FOLLOWING:~~

No separate measurement shall be made for prime coat and tack coat material.

300-10 Basis of Payment ~~DELETE AND SUBSTITUTE THE FOLLOWING:~~

No separate payment will be made for prime coat and tack coat material but the cost of same, including heating, hauling and applying (including sand or screening covering where required), shall be included in the Contract unit price per square yard for base or pavement courses, respectfully.

There is no direct payment for the Work specified in this Section, it is incidental to, and is to be included in the other items of related Work.

END OF SECTION

SECTION 334 SUPERPAVE ASPHALT

~~SECTION 334 SUPERPAVE ASPHALT – DELETE AND SUBSTITUTE THE FOLLOWING:~~

334-1 Description

334-1.1 General

Construct a Superpave asphalt pavement (consisting of either Hot Mix Asphalt (HMA) or Warm Mix Asphalt (WMA)) based on the type of Work specified in the Contract and the Asphalt Work Categories as defined below. Meet the applicable requirements for plants, Equipment, and

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construction requirements as defined below. Use an asphalt mix, either HMA or WMA, which meets the requirements of this specification.

334-1.2 Asphalt Work Mix Categories

Construction of asphalt pavement will fall into one of the following Work categories:

334-1.2.1 Asphalt Work Category 1

Includes the construction of shared use paths and miscellaneous asphalt.

334-1.2.2 Asphalt Work Category 2

Includes the construction of new asphalt turn lanes, paved shoulders and other non-mainline pavement locations.

334-1.2.3 Asphalt Work Category 3

Includes the construction of new mainline asphalt pavement lanes, milling and resurfacing.

334-1.3 Mix Types

Use the appropriate asphalt mix as shown in Table 334-1.

Table 334-1 Asphalt Mix Types			
Asphalt Work Category	Mix Types	Traffic Level	ESALs (Millions)
1	Type SP-9.5	A	<0.3
2	Structural Mixes: Types SP-9.5 or SP-12.5 Friction Mixes: Types FC-9.5 or FC-12.5	B	0.3 to <3
3	Structural Mixes: Types SP-9.5 or SP-12.5 Friction Mixes: Types FC-9.5 or FC-12.5	C	≥3

A Type SP or FC mix one traffic level higher than the traffic level specified in the Contract may be substituted, at no additional cost (i.e. Traffic Level B may be substituted for Traffic Level A, etc.). Traffic levels are as defined in Section 334 of the Florida Department of Transportation's (FDOT's) Specifications.

334-1.4 Gradation Classification

The Superpave mixes are classified as fine and are defined in 334-3.2.2. The equivalent AASHTO nominal maximum aggregate size Superpave mixes are as follows:

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

334-1.5 Thickness

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

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

Where: t = Thickness (in.) (Plan thickness or individual layer thickness)
 G_{mm} = Maximum specific gravity from the mix design

For target purposes only, spread rate calculations shall be rounded to the nearest whole number.

334-1.5.1 Layer Thicknesses

Unless otherwise called for in the Contract Documents, the allowable layer thicknesses for asphalt mixtures are as follows:

Type SP-9.5, FC-9.5	3/4 to 1-1/2 inches
Type SP-12.5, FC-12.5	1-1/2 to 2-1/2 inches

334-1.5.2 Additional Requirements

The following requirements also apply to asphalt mixtures:

1. When construction includes the paving of adjacent shoulders (less than or equal to 5 feet wide), the layer thickness for the upper pavement layer and shoulder shall be the same and paved in a single pass, unless otherwise called for in the Contract Documents.
2. For overbuild layers, use the minimum and maximum layer thicknesses as above unless called for differently in the Contract Documents. On variable thickness overbuild layers, the minimum allowable thickness may be reduced by 1/2 inch, and the maximum allowable thickness will be as specified below, unless called for differently in the Contract Documents.

Type SP-9.5	3/8 to 2 inches
Type SP-12.5	1/2 to 3 inches

3. Variable thickness overbuild layers may be tapered to zero thickness provided the Contract Documents require a minimum of 1-1/2 inches of mix placed over the variable thickness overbuild layer.

334-1.6 Weight of Mixture

The weight of the mixture shall be determined as provided in 320-3.2 of the FDOT Specifications.

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334-2 Materials

334-2.1 Superpave Asphalt Binder

Unless specified elsewhere in the Contract or in 334-2.3.3, use a PG 67-22 asphalt binder from the FDOT's Approved Products List (APL). If the Contract calls for an alternative asphalt binder, meet the requirements of FDOT Specifications Section 336 or 916, as appropriate.

334-2.2 Aggregate

Use aggregate capable of producing a quality pavement. For Type FC mixes, use an aggregate blend that consists of crushed granite, crushed Oolitic limestone, other crushed Materials (as approved by FDOT for friction courses per Rule 14-103.005, Florida Administrative Code), or a combination of the above. Crushed limestone from the Oolitic formation may be used if it contains a minimum of 12% silica material as determined by FDOT Test Method FM 5-510 and FDOT grants approval of the source prior to its use. As an exception, mixes that contain a minimum of 60% crushed granite may either contain:

1. Up to 40% fine aggregate from other sources; or,
2. A combination of up to 20% RAP and the remaining fine aggregate from other.

A list of aggregates approved for use in friction courses may be available on the FDOT's State Materials Office website. The URL for obtaining this information, if available, is: <ftp://ftp.dot.state.fl.us/fdot/smo/website/sources/frictioncourse.pdf>.

334-2.3 Reclaimed Asphalt Pavement (RAP) Material

334-2.3.1 General Requirements

RAP may be used as a component of the asphalt mixture, provided the RAP meets the following requirements:

1. When using a PG 76-22 (PMA), or PG 76-22 (ARB) asphalt binder, limit the amount of RAP material used in the mix to a maximum of 20% by weight of total aggregate. As an exception, amounts greater than 20% RAP by weight of total aggregate can be used if no more than 20% by weight of total asphalt binder comes from the RAP material.
2. Provide stockpiled RAP material that is reasonably consistent in characteristics and contains no aggregate particles which are soft or conglomerates of fines.
3. Provide RAP material having a minimum average asphalt binder content of 4.0% by weight of RAP. As an exception, when using fractionated RAP, the minimum average asphalt binder content for the coarse portion of the RAP shall be 2.5% by weight of the coarse portion of the RAP. The coarse portion of the RAP shall be the portion of the RAP retained on the No. 4 sieve. The Engineer may sample the stockpile to verify that this requirement is met.

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4. Use a grizzly or grid over the RAP cold bin, in-line roller crusher, screen, or other suitable means to prevent oversized RAP material from showing up in the completed recycle mixture. If oversized RAP material appears in the completed recycle mix, take the appropriate corrective action immediately. If the appropriate corrective actions are not immediately taken, stop plant operations.

334-2.3.2 Material Characterization

Assume responsibility for establishing the asphalt binder content, gradation, and bulk specific gravity (G_{sb}) of the RAP material based on a representative sampling of the material.

334-2.3.3 Asphalt Binder for Mixes with RAP

Select the appropriate asphalt binder grade based on Table 334-2. The Engineer reserves the right to change the asphalt binder type and grade during production based on characteristics of the RAP asphalt binder.

Table 334-2 Asphalt Binder Grade for Mixes Containing RAP	
Percent RAP	Asphalt Binder Grade
0 - 15	PG 67-22
16 – 30	PG 58-22
> 30	PG 52-28

334-3 Composition of Mixture

334-3.1 General

Compose the asphalt mixture using a combination of aggregates, mineral filler, if required, and asphalt binder material. Size, grade and combine the aggregate fractions to meet the grading and physical properties of the mix design. Aggregates from various sources may be combined.

334-3.2 Mix Design

334-3.2.1 General

Design the asphalt mixture in accordance with AASHTO R 35-12, except as noted herein. Submit the proposed mix design with supporting test data indicating compliance with all mix design criteria to the Engineer. Prior to the production of any asphalt mixture, obtain the Engineer's conditional approval of the mix design. If required by the Engineer, send representative samples of all component Materials, including asphalt binder to a Laboratory designated by the Engineer for verification. As an exception to these requirements, use a currently approved FDOT Mix Design.

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Warm mix technologies (additives, foaming techniques, etc.) listed on the Department's website may be used in the production of the mix. The URL for obtaining this information, is: <https://www.fdot.gov/materials/laboratory/asphalt/index.shtm>.

The Engineer will consider any marked variations from original test data for a mix design or any evidence of inadequate field performance of a mix design as sufficient evidence that the properties of the mix design have changed, and at his discretion, the Engineer may no longer allow the use of the mix design.

334-3.2.2 Mixture Gradation Requirements

Combine the aggregates in proportions that will produce an asphalt mixture meeting all of the requirements defined in this specification and conform to the gradation requirements at design as defined in AASHTO M 323-12, Table 3. Aggregates from various sources may be combined.

334-3.2.2.1 Mixture Gradation Classification

Plot the combined mixture gradation on an FHWA 0.45 Power Gradation Chart. Include the Control Points from AASHTO M323-12, Table-3, as well as the Primary Control Sieve (PCS) Control Point from AASHTO M323-12, Table 4. Fine mixes are defined as having a gradation that passes above or through the primary control sieve control point.

334-3.2.3 Gyratory Compaction

Compact the design mixture in accordance with AASHTO T312-12, with the following exceptions: use the number of gyrations at N_{design} as designed in Table 334-3.

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

334-3.2.4 Design Criteria

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

334-3.2.5 Moisture Susceptibility

Test 4 inch specimens in accordance with FDOT Test Method FM 1-T 283. Provide a mixture having a retained tensile strength ratio of at least 0.80 and a minimum tensile strength (unconditioned) of 100 pounds per square inch. If necessary, add a liquid anti-stripping agent from the FDOT's APL or hydrated lime in order to meet these criteria.

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In lieu of moisture susceptibility testing, add a liquid anti-stripping agent from the FDOT's APL. Add 0.5% liquid anti-stripping agent by weight of asphalt binder.

334-3.2.6 Additional Information

In addition to the requirements listed above, provide the following information on each mix design:

1. The design traffic level and the design number of gyrations (N_{design}).
2. The source and description of the Materials to be used.
3. The FDOT source number and the FDOT product code of the aggregate components furnished from an FDOT approved source (if required).
4. The gradation and proportions of the raw Materials as intended to be combined in the paving mixture. The gradation of the component Materials shall be representative of the material at the time of use. Compensate for any change in aggregate gradation caused by handling and processing as necessary.
5. A single percentage of the combined mineral aggregate passing each specified. Degradation of the aggregate due to processing (particularly material passing the No. 200 sieve) should be accounted for and identified.
6. The bulk specific gravity (G_{sb}) value for each individual aggregate and RAP component.
7. A single percentage of asphalt binder by weight of total mix intended to be incorporated in the completed mixture, shown to the nearest 0.1%.
8. A target temperature for the mixture at the plant (mixing temperature) and a target temperature for the mixture at the Roadway (compaction temperature). Do not exceed a target temperature of 330°F for PG 76-22 (PMA) and PG 76-22 (ARB) asphalt binders, and 315°F for unmodified asphalt binders.
9. Provide the physical properties achieved at four different asphalt binder contents. One shall be at the optimum asphalt content, and must conform to all specified physical requirements.
10. The name of the mix designer.
11. The ignition oven calibration factor.
12. The warm mix technology, if used.

334-4 Process Control

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Assume full responsibility for controlling all operations and processes such that the requirements of these Specifications are met at all times. Perform any tests necessary at the plant and Roadway to control the process.

334-5 General Construction Requirements

334-5.1 Weather Limitations

Do not transport asphalt mix from the plant to the Roadway unless all weather conditions are suitable for the paving operations.

334-5.2 Limitations of Paving Operations

334-5.2.1 General

Spread the mixture only when the surface upon which it is to be placed has been previously prepared, is intact, firm, dry, clean, and the tack, with acceptable spread rate, is properly broken. Ensure all granular base Materials are properly primed and all asphalt base Materials are properly tacked, prior to paving.

334-5.2.2 Air Temperature

Place the mixture only when the air temperature in the shade and away from the artificial heat meets the requirements of Table 334-4. The minimum ambient temperature requirement may be reduced by 5°F when using a warm mix technology, if mutually agreed to by both the Engineer and the Contractor.

Table 334-4 Ambient Air Temperature Requirements for Paving	
Layer Thickness or Asphalt Binder Type	N _{design} Number of Gyration
≤1 inch	50
Any mixture > 1 inch containing a PG asphalt binder with a high temperature designation ≥ 76°C	45
Any mixture > 1 inch containing a PG asphalt binder with a high temperature designation < 76°C	40

334-5.3 Mix Temperature

Heat and combine the ingredients of the mix in such a manner as to produce a mixture with a temperature at the plant and at the Roadway, within a range of plus or minus 30°F from the target temperature as shown on the mix design. Reject all loads outside of this range. For warm mix asphalt, the Contractor may produce the first five loads of the production day and at other times when approved by the Engineer, at a hot mix asphalt temperature not to exceed 330°F for purposes of heating the asphalt paver. For these situations, the upper tolerance of +30°F does not apply.

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334-5.4 Transportation of the Mixture

Transport the mix in trucks of tight construction, which prevents the loss of material and the excessive loss of heat and previously cleaned of all foreign material. After cleaning, thinly coat the inside surface of the truck bodies with soapy water or an asphalt release agent as needed to prevent the mixture from adhering to the beds. Do not allow excess liquid to pond in the truck body. Do not use a release agent that will contaminate, degrade, or alter the characteristics of the asphalt mix or is hazardous or detrimental to the environment. Petroleum derivatives (such as diesel fuel), solvents, and any product that dissolves asphalt are prohibited. Provide each truck with a tarpaulin or other waterproof cover mounted in such a manner that it can cover the entire load when required. When in place, overlap the waterproof cover on all sides so it can be tied down. Cover each load during cool and cloudy weather and at any time it appears rain is likely during transit with a tarpaulin or waterproof cover. Cover and tie down all loads of friction course mixtures.

334-5.5 Preparation of Surfaces Prior to Paving

334-5.5.1 Cleaning

Clean the surface of all loose and deleterious material by the use of power brooms or blowers, supplemented by hand brooming where necessary.

334-5.5.2 Patching and Leveling Courses

As shown in the Plans, bring the existing surface to proper grade and cross-section by the application of patching or leveling courses.

334-5.5.3 Application Over Surface Treatment

Where an asphalt mix is to be placed over a surface treatment, sweep and dispose of all loose material from the paving area.

334-5.5.4 Tack Coat

Use a rate of application as defined in Table 334-5. Control the rate of application to be within plus or minus 0.01 gallon per square yard of the target application rate. The target application rate may be adjusted by the Engineer to meet specific field conditions. Determine the rate of application as needed to control the operation. When using PG 52-28, multiply the target rate of application by 0.6.

Table 334-5 Tack Coat Application Rates		
Asphalt Mixture Type	Underlying Pavement Surface	Target Tack Rate (gal/yd ²)
Base Course, Structural Course, Dense Graded Friction Course	Newly Constructed Asphalt Layers	0.03 minimum
	Milled Surface or Oxidized and Cracked Pavement	0.06
	Concrete Pavement	0.08

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334-5.6 Placing Mixture

334-5.6.1 Alignment of Edges

With the exception of pavements placed adjacent to curb and gutter or other true edges, place all pavements by the stringline method to obtain an accurate, uniform alignment of the pavement edge. Control the unsupported pavement edge to ensure that it will not deviate more than plus or minus 1.5 inches from the stringline.

334-5.6.2 Rain and Surface Conditions

Immediately cease transportation of asphalt mixtures from the plant when rain begins at the Roadway. Do not place asphalt mixtures while rain is falling, or when there is water on the surface to be covered. Once the rain has stopped and water has been removed from the tacked surface to the satisfaction of the Engineer and the temperature of the mixture caught in transit still meets the requirements as specified in 334-5.3, the Contractor may then place the mixture caught in transit.

334-5.6.3 Checking Depth of Layer

Check the depth of each layer at frequent intervals to ensure a uniform spread rate that will meet the requirements of the Contract.

334-5.6.4 Hand Work

In limited areas where the use of the spreader is impossible or impracticable, spread and finish the mixture by hand.

334-5.6.5 Spreading and Finishing

Upon arrival, dump the mixture in the approved paver, and immediately spread and strike-off the mixture to the full width required, and to such loose depth for each course that, when the Work is completed, the required weight of mixture per square yard, or the specified thickness, is secured. Carry a uniform amount of mixture ahead of the screed at all times.

334-5.6.6 Thickness Control

Ensure the spread rate is within 10% of the target spread rate, as indicated in the Contract. When calculating the spread rate, use, at a minimum, an average of five truckloads of mix. When the average spread rate is beyond plus or minus 10% of the target spread rate, monitor the thickness of the pavement layer closely and adjust the construction operations.

If the Contractor fails to maintain an average spread rate within plus or minus 10% of the target spread rate for two consecutive days, the Engineer may elect to stop the construction operation at any time until the issue is resolved.

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When the average spread rate for the total structural or friction course pavement thickness exceeds the target spread rate by plus or minus 50 pounds per square yard for layers greater than or equal to 2.5 inches or exceeds the target spread rate by plus or minus 25 pounds per square yard for layers less than 2.5 inches, address the unacceptable pavement in accordance with 334-5.10.4, unless an alternative approach is agreed upon by the Engineer.

334-5.7 Leveling Courses

334-5.7.1 Patching Depressions

Before spreading any leveling course, fill all depressions in the existing surface as shown in the Plans.

334-5.7.2 Spreading Leveling Courses

Place all courses of leveling with an asphalt paver or by the use of two motor graders, one being equipped with a spreader box. Other types of leveling devices may be used upon approval by the Engineer.

334-5.7.3 Rate of Application

When using Type SP-9.5 for leveling, do not allow the average spread of a layer to be less than 50 pounds per square yard or more than 75 pounds per square yard. The quantity of mix for leveling shown in the Plans represents the average for the entire project; however, the Contractor may vary the rate of application throughout the project as directed by the Engineer. When leveling in connection with base widening, the Engineer may require placing all the leveling mix prior to the widening operation.

334-5.8 Compaction

For each paving or leveling train in operation, furnish a separate set of rollers, with their operators.

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

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

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

334-5.9 Joints

334-5.9.1 Transverse Joints

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

334-5.9.2 Longitudinal Joints

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

334-5.10 Surface Requirements

Construct a smooth pavement with good surface texture and the proper cross slope.

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

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

334-5.10.2 Cross Slope

Construct a pavement surface with cross slopes in compliance with the requirements of the Contract Documents.

334-5.10.3 Pavement Smoothness

Construct a smooth pavement meeting the requirements of this Specification. Furnish a 15-foot manual and a 15-foot rolling straightedge meeting the requirements of FDOT Test Method FM 5-509.

334-5.10.3.1 Straightedge Testing

334-5.10.3.1.1 Acceptance Testing

Perform straightedge testing in the outside wheel path of each lane for the final (top) layer of the pavement. Test all pavement lanes where the width is constant using a rolling straightedge and

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document all deficiencies on a form approved by the Engineer. Notify the Engineer of the location and time of all straightedge testing a minimum of 48 hours before beginning testing.

334-5.10.3.1.2 Final (Top) Pavement Layer

At the completion of all paving operations, straightedge the final (top) layer either behind the final roller of the paving train or as a separate operation. Address all deficiencies in excess of 3/16 inch in accordance with 334-5.10.4, unless waived by the Engineer. Retest all corrected areas.

334-5.10.3.1.3 Straightedge Exceptions

Straightedge testing will not be required in the following areas: shoulders, intersections, tapers, crossovers, sidewalks, shared use paths, parking lots and similar areas, or in the following areas when they are less than 250 feet in length: turn lanes, acceleration/deceleration lanes and side Streets. The limits of the intersection will be from stop bar to stop bar for both the mainline and side Streets. In the event the Engineer identifies a surface irregularity in the above areas that is determined to be objectionable, straightedge and address all deficiencies in excess of 3/8 inch in accordance with 334-5.10.4.

334-5.10.4 Correcting Unacceptable Pavement

Correct deficiencies in the pavement layer by removing and replacing the full depth of the layer, extending a minimum of 50 feet on both sides (where possible) of the defective area for the full width of the paving lane, at no additional cost.

334-6 Acceptance of the Mixture

334-6.1 General

The asphalt mixture will be accepted based on the Asphalt Work Category as defined below:

1. Asphalt Work Category 1 – Certification by the Contractor as defined in 334-6.2.
2. Asphalt Work Category 2 – Certification and process control testing by the Contractor as defined in 334-6.3.
3. Asphalt Work Category 3 – Process control testing by the Contractor and acceptance testing by the Engineer as defined in 334-6.4.

334-6.2 Certification by the Contractor

On Asphalt Work Category 1 construction, the Engineer will accept the mix on the basis of visual inspection. Submit a Notarized Certification of Specification Compliance letter on company letterhead to the Engineer stating that all material produced and placed on the project meets the requirements of the Specifications. The Engineer may run independent tests to determine the acceptability of the material.

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334-6.3 Certification and Process Control Testing by the Contractor

On Asphalt Work Category 2 construction, submit a Notarized Certification of Specification Compliance letter on company letterhead to the Engineer stating that all material produced and placed on the project meets the requirements of the Specifications, along with supporting test data documenting all process control testing as described in 334-6.3.1. If required by the Contract, utilize an Independent Laboratory as approved by the Engineer for the process control testing. The mix will also require visual acceptance by the Engineer. In addition, the Engineer may run independent tests to determine the acceptability of the material. Material failing to meet these acceptance criteria will be addressed as directed by the Engineer such as but not limited to acceptance at reduced pay, delineation testing to determine the limits of the questionable material, removal and replacement at no cost to the agency, or performing an Engineering analysis to determine the final disposition of the material.

334-6.3.1 Process Control Sampling and Testing Requirements

Perform process control testing at a frequency of once per day. Obtain the samples in accordance with FDOT Method FM 1-T 168. Test the mixture at the plant for gradation ($P_{.8}$ and $P_{.200}$) and asphalt binder content (P_b). Measure the Roadway density with 6 inch diameter Roadway cores at a minimum frequency of once per 1,500 feet of pavement with a minimum of three cores per day.

Determine the asphalt binder content of the mixture in accordance with FDOT Method FM 5-563. Determine the gradation of the recovered aggregate in accordance with FDOT Method FM 1-T 030. Determine the Roadway density in accordance with FDOT Method FM 1-T 166. The minimum Roadway density will be based on the percent of the maximum specific gravity (G_{mm}) from the approved mix design. If the Contractor or Engineer suspects that the mix design G_{mm} is no longer representative of the asphalt mixture being produced, then a new G_{mm} value will be determined from plant-produced mix, in accordance with FDOT Method FM 1-T 209, with the approval of the Engineer. Roadway density testing will not be required in certain situations as described in 334-6.4.1. Assure that the asphalt binder content, gradation and density test results meet the criteria in Table 334-4.

Table 334-4 Process Control and Acceptance Values	
Characteristic	Tolerance
Asphalt Binder Content (percent)	Target ± 0.55
Passing No. 8 Sieve (percent)	Target ± 6.00
Passing No. 200 Sieve (percent)	Target ± 2.00
Roadway Density (daily average)	Minimum 90.0% of G_{mm}

334-6.4 Process Control Testing by the Contractor and Acceptance Testing by the Engineer

On Asphalt Work Category 3, perform process control testing as described in 334-6.3.1. In addition, the Engineer will accept the mixture at the plant with respect to gradation ($P_{.8}$ 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

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will randomly obtain at least one set of samples per day. Assure that the asphalt content, gradation and density test results meet the criteria in Table 334-4. Material failing to meet these acceptance criteria will be addressed as directed by the Engineer such as but not limited to acceptance at reduced pay, delineation testing to determine the limits of the questionable material, removal and replacement at no cost to the agency, or performing an Engineering analysis to determine the final disposition of the material.

334-6.4.1 Acceptance Testing Exceptions

When the total quantity of any mix type in the project is less than 500 tons, the Engineer will accept the mix on the basis of visual inspection. The Engineer may run independent tests to determine the acceptability of the material.

Density testing for acceptance will not be performed on widening strips or shoulders with a width of 5 feet or less, variable thickness overbuild courses, leveling courses, any asphalt layer placed on Subgrade (regardless of type), miscellaneous asphalt pavement, shared use paths, crossovers, or any course with a specified thickness less than 1 inch or a specified spread rate less than 100 pounds per square yard. Density testing for acceptance will not be performed on asphalt courses placed on Bridge decks or approach slabs; compact these courses in static mode only. In addition, density testing for acceptance will not be performed on the following areas when they are less than 1,000 feet continuous in length: turning lanes, acceleration lanes, deceleration lanes, shoulders, parallel parking lanes, or ramps. Density testing for acceptance will not be performed in intersections. The limits of the intersection will be from stop bar to stop bar for both the mainline and side Streets. Compact these courses in accordance with a standard rolling procedure approved by the Engineer. In the event that the rolling procedure deviates from the approved procedure, placement of the mix will be stopped.

334-7 Method of Measurement

For the Work specified under this Section, the quantity to be paid for will be the weight of the mixture, in tons.

The Bid price for the asphalt mix will include the cost of the liquid asphalt and the tack coat application as specified in 334-5.5.4. There will be no separate payment or unit price adjustment for the asphalt binder material in the asphalt mix.

334-8 Basis of Payment

334-8.1 General

Price and payment will be full compensation for all the Work specified under this Section.

END OF SECTION

SECTION 570 PERFORMANCE TURF

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575-3 CONSTRUCTION METHODS – DELETE AND SUBSTITUTE THE FOLLOWING:

575-3 Construction Methods

Test the area requiring sod per Section 162-5 and forward results to the Engineer. Apply finish soil layer material in accordance with Section 162 if determined by the Engineer. Fertilize at the rate as shown in Section 982. If soil layer is not determined to be used on areas to receive sod, scarify or loosen the areas to a depth of 6 inches. On areas where the soil is sufficiently loose, particularly on shoulders and fill slopes, the Engineer may authorize the elimination of the ground preparation. Limit preparation to those areas that can be sodded within 72 hours after preparation. Prior to sodding, thoroughly water areas and allow water to percolate into the soil. Allow surface moisture to dry before sodding to prevent a muddy soil condition.

END OF SECTION

SECTION 580 LANDSCAPE INSTALLATION

INSERT SECTION 580 LANDSCAPE INSTALLATION, AS FOLLOWS:

580-1.00 General

580- 1.01 Scope of Work:

Provide all labor, materials, equipment and incidentals required to prepare site to final grade, install landscape trees, plants, sod, and irrigation systems in accordance with the plans and as specified. These specifications are inclusive of a required guarantee, replacements, clean-up, maintenance services, and maintenance of traffic, all of which shall be included in the unit bid price for each tree.

580- 1.02 Related Work Specified Elsewhere:

Section 585- Site Maintenance: these provisions shall apply to all Work in SECTION 580- LANDSCAPE INSTALLATION as appropriate.

580- 1.03 General Requirements:

- A. Refer to the Florida Dept. of Transportation Standard Specifications for Road and Bridge Construction, July 2021, as the general operating specification document, however Section 580 Landscaping is deleted and replaced with these specifications for LANDSCAPE INSTALLATION (SECTION LI) and the SITE

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MAINTENANCE (SECTION SM). Maintenance of traffic requirements are described in the Contract Documents.

- B. Comply with all applicable federal, state, county and local codes, ordinances and regulations governing this Work.
- C. The Work shall be coordinated with other trades to prevent conflicts.
- D. All planting shall be performed by personnel familiar with planting and maintenance of traffic procedures and under the supervision of a qualified landscape foreman, who shall be on-site at all times during the Work.
- E. Finish Grade: The Contractor shall verify with the Department that final grade has been achieved and shall perform fine grading if so directed by the Department. The Contractor is responsible for any trees or palms that are planted prior to achieving final grade.
- F. Prior to commencing Work, the Contractor shall visit the site and ascertain all site conditions, including utilities, structures, slopes, access and available work space to preclude any misunderstandings and to ensure a trouble-free installation. It shall be the Contractor's responsibility to avoid conflicts with existing underground and overhead utilities and structures. The Contractor shall examine available utility plans and notify the Department of any conflicts and needed adjustments. The Contractor shall notify all utilities servicing the work area at least 48-hours prior to any excavation so that underground utilities may be located. The Contractor has the responsibility to contact **Sunshine State One-Call of Florida, Inc. at 1-800-432-770** to schedule marking locations of the utilities which subscribe to their service. The Contractor shall also call (561) 641-3429 for Palm Beach County Water Utility Locations and call (561) 233-3900 for Palm Beach County Traffic Control Utility Locations. In general, the location of trees will be adjusted rather than adjusting the location of utilities or structures. Refer to ITEM 580- 3.02 for related requirements.
- G. Prior to the preparation of planting holes, the Contractor shall ascertain the on-site location of, and take necessary precautions to avoid damage to, all above-ground and underground utilities, underdrain trenches, electrical cables, conduits, utility lines, oil tanks, supply lines, pavement, curbing, traffic control devices, pedestrian signals, building structures, or waterproofing. The Contractor shall properly maintain and protect all such improvements. The Contractor shall be responsible for the cost to repair all damages to such improvements caused by his operations.

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- H. The use of mechanical equipment within five (5') feet of any building or structure to move plants or materials shall be approved by the Department prior to its use.

580- 1.04 Applicable Documents:

- A. Plant nomenclature shall conform to the names given in “The New Royal Horticultural Society Dictionary of Gardening”, which is the source cited by the current July, 2022 edition of Florida Grades and Standards for Nursery Plants, by the Florida Dept. of Agriculture and Consumer Services, Division of Plant Industry (henceforth called Florida Grades and Standards).
1. Names of varieties not included therein shall conform generally with names accepted in the nursery trade.
 2. Substitutions will be permitted only upon submission of proof that any specified plant is not obtainable or suitable for the location as specified on the plan and upon written authorization of the Department.
- B. The Contractor is obligated to be familiar with and understand the following documents in order to comply with the requirements therein to properly perform the Work contemplated in this Contract:
1. All plans and documents within the bid package set.
 2. The Florida Grades and Standards, (July, 2022 5th edition).
 3. The Florida Department of Transportation Standard Specifications for Road and Bridge Construction, (as general operating specification document, excluding Section 580, Landscaping).
 4. The Florida Department of Transportation, Roadway, and Traffic Design Standards, (current edition).
 5. The Palm Beach County Streetscape Standards Manual, (current edition).
 6. The Manual of Uniform Traffic Control Devices for Streets and Highways, by the Federal Highway Administration, (current edition).
 7. The State of Florida Manual on Traffic Control and Safe Practices, (current edition).

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8. The Manual of Uniform Minimum Standards for Design, Construction, and Maintenance of Streets and Highways, by FDOT (current edition).
9. NCHRP Report 672, Roundabouts: An Informational Guide, (TRB, 2010)

580- 1.05 Quality Control:

- A. Substitution of materials and products specified herein, including those meeting “or accepted equal” clauses, shall not be permitted without written authorization from the Department.
- B. Plants shall have a habit of growth that is normal for the species and shall be sound, healthy, vigorous and free from insect pests, fungi plant diseases and injuries. No sod with obvious chinch bug or mole cricket damage will be accepted. Any sod roots that appear to be diseased or the detected presence of grubs or other insects within the soil base will result in the sod being rejected.
- C. Trees (other than palms) shall be heavily branched and shall have a dominant leader and no crossing branches.
- D. All single-trunked palms shall have straight vertical trunks, not re-curved trunks, unless otherwise specifically directed in writing by the Department.
- E. Turf grasses to be used are St. Augustine “Floritam” and/or Bahia “Argentine”. The sod must be obtained from a sod farm that has been inspected and certified by the Florida Dept. of Agricultural and Consumer Services, Division of Plant Industry, as free of burrowing nematodes. The sod must exhibit a dark green color and be free of weeds and foreign matter. It must have a leaf blade density of at least 90% and be free of any diseased or insect-damaged leaf tissue. The soil base of the sod must be a minimum of 3/4" thick and a maximum of 2" thick and contain a healthy root system as indicated by turgid feeder roots that are white in color.
- F. Plant material shall be Florida Grade No. 1 or better as outlined under the current edition of Florida Grades and Standards.
 1. All plants not listed in Florida Grades and Standards, shall conform to a Florida Grade No. 1 as to: (1) health and vitality; (2) condition of foliage; (3) root system; (4) freedom from pest or mechanical damage; (5) heavily branched and densely foliated according to the accepted normal shape of the species

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2. Undersizing plant materials or substituting one species or cultivar for another are contract violations, but have no bearing on plant grading. Undersizing or substituting species or cultivars may be permitted only if authorized by the Department in writing.
 3. Verification of specified grades are to be determined at the time of delivery (even for trees inspected, accepted, and tagged by the Contractor with the Department at respective nurseries). Grades determined at the time of delivery inspection or during the course of conducting a regrading inspection shall be based on the growth characteristics and condition of the plant at the time of grading. The grade shall not be based on any future or predicted growth potential of the plant. Each tree shall be maintained by the Contractor to Florida Grade No. 1 standards until the date of written Final Acceptance by the Department for that tree. The Department is the final authority to determine if a tree does or does not meet Florida Grade No. 1 standards, including health and vigor of the tree.
 4. If at any time during plant installations, the Department believes that any trees are not of the specified grade, the Department may, at their discretion, request a regrading inspection by the Division of Plant Industry. Upon the findings provided thereby, the Department may seek further remedy by requesting replacement of plant materials or other corrective actions, including, but not limited to, legal redress.
- G. The Department shall have the right, at any stage of the operations, to reject any and all Work and materials, which, in the Department's opinion, do not meet the requirements of these specifications or aesthetically do not comply with design intent. Trees that are scarred or damaged during delivery or off-loading will be rejected.
- H. Plant materials, as proposed by the Contractor, are required to be inspected, accepted and tagged at the respective nurseries by the Contractor with the Department prior to any delivery to the project site, unless waived by the Department in writing. If such waiver is granted, the Department will inspect and approve representative plant material samples at the project site or at the respective nurseries prior to delivery to the project site. Waivers will only apply to the specific projects and species designated by the Department. Certificates of Nursery Origin may be required for plant materials not tagged by the Contractor with the Department.

580- 1.06 Certificate of Inspection:

- A. All shipments of plant material shall originate from state registered nurseries which have undergone regular inspections by the authorized State Agencies prior to delivery to the project site.

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- B. State inspection certificates certifying respective plant nurseries of origin shall accompany the bill of lading or invoices. Any certificates of inspection required by the state for specific species also will be provided additionally. Any required transportation documents are to be submitted with invoices as back-up.
- C. Contractor shall furnish the Department with copies of manufacturer's literature, labels, samples, certifications, Material Safety Data Sheets, and laboratory analytical data for fertilizers, mulch, planting soil backfill mix, chemicals, staking/guying materials and other products as appropriate, prior to use or application on any project.
- D. Monitor turf areas and remove all competing vegetation, pest plants, and noxious weeds (as listed by the Florida Exotic Pest Plant Council, Category I "List of Invasive Species", Current Edition, <http://www.fleppc.org>). Remove such vegetation regularly by manual, mechanical, or chemical control means, as necessary. When selecting herbicides, pay particular attention to ensure use of chemicals that will not harm desired turf or wildflower species.

580- 1.07 Measurements:

- A. The minimum acceptable size of all plants measured after pruning, with branches in normal positions, shall conform to the measurements as shown on landscape plans and conform to the Florida Grades and Standards. Deviations from these measurements must be approved in writing by the Department.
- B. The caliper (diameter) of tree trunks is measured six (6") inches above ground level for trees with calipers up to and including four (4") inches in caliper, and twelve (12") inches above the ground for larger trees.
- C. The caliper (diameter) of palm tree trunks is to be taken at the widest portion of trunk measured between 1' and 3' above the soil line.

580- 1.08 Shipment and Delivery:

- A. Contractor shall notify the Department, a minimum of 48-hours in advance (excluding weekends and holidays), of all plant material deliveries. Contractor shall be responsible for delivery, storage, and security of all materials specified.
- B. Plant materials shall be protected from sun-scalding and weather and adequately packed to prevent breakage and drying during transit and storage.

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- C. The Department will exercise its option to inspect, select and assist the Contractor with the tagging of plant materials at the nursery proposed by the Contractor unless waived as in ITEM 580- 1.05 H.
- D. Tamper-resistant identification tags supplied by the Contractor and placed on all trees and palms selected for installation, shall show no evidence of tampering upon inspection for Initial Acceptance (of installation). These tags shall be removed following the Department's Initial Acceptance (of installation).
- E. Plants which do not meet specifications for quality or size herein stated, or plants that show improper handling, or arrive on-site in an unsatisfactory condition (as described in Florida Grades and Standards), will be rejected. Rejected plants shall immediately be removed, disposed of, and replaced with accepted nursery stock of like variety, size, and age. These plants shall be replaced without additional cost to the Department.
- F. Initial acceptance of plant material for initial payment will be given only after material is planted and after meeting requirements prescribed herein.
- G. Plant materials may be reserved in advance by the Department from nursery sources provided by the Contractor for predetermined amounts of time prior to shipment and delivery. The reserve period will be designated by the Department and will begin upon the issue date of the work order. Designated time periods will be 1-90 days, 1-180 days, and 1-270 days. The Department will compensate the Contractor a percent of the unit price for each unit of plant material reserved in advance of shipment and delivery. This percentage amount is as follows:

<u>Reserve Period</u>	<u>Percent of Unit Price Paid for Reservation of Plant Material</u>
1 - 90 Days	10%
1 - 180 Days	25%
1 - 270 Days	50%

All advance payments shall be applied to the balance owed to the Contractor by the Department upon the completion of any applicable warranty periods. All post- installation guarantees, as specified in ITEM 585- 1.11, shall apply to all plants held in reserve by the Contractor with no period of reserve time serving as a replacement for any warranty periods specified within the Contract. The Contractor shall select and maintain all plant materials reserved by the Department in a manner and condition designated in ITEM 580- 1.05. Reserved plant materials shall conform to the type and quality specification listed in ITEM 580- 2.02. The Department may, at its discretion, reserve plant materials that are less than the caliper, height, spread, clear trunk or rootball size, as designated in the Bid Item

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description for each unit listed. However, all plant materials must meet the stated specifications prior to shipment and delivery by the Contractor, unless given a written waiver by the Department. The Contractor shall not accept reserve payment for any plant materials that it knowingly cannot provide at the end of the designated reserve period. The Contractor shall notify designated Department representatives within 24 hours if plant materials reserved for any designated period become unavailable. The Contractor shall make available to the Department like species of acceptable specifications if any reserved plant materials are sold to other parties or otherwise rendered substandard during the designated reserve period. In the event that like species of similar quality are not made available by the end of the designated reserve period, the Contractor shall issue a credit or refund any reserve payments for that quantity of plant materials, at the discretion of the Department. The Department shall forfeit any reserve payments made to the Contractor if the Department elects to delay the scheduled shipment and delivery beyond the reserve period contracted for. The Contractor shall grant the Department a reserve time extension, based on additional payment issued within ten (10) days of the end of the contracted reserve period, unless the Contractor can show that any reserved plant materials would exceed the specifications as listed in the Bid Item description for each unit of plant material during the extension of the reserve period.

580- 1.09 Tree Transplanting and Root Pruning:

- A. The Contractor shall provide tree transplanting services as requested by the Department. This service is to be performed by the Contractor within a 30 day period of receipt of a work order. Trees transplanted within 90 days of original installation by the Contractor shall carry the balance of the warranty as specified in ITEM 585- 1.11. No warranties shall apply to trees installed more than 90 days prior to transplantation or trees installed by other parties.
- B. Transplanted trees shall be watered for the balance of the warranty period or for a period of 30 days for non-warranted trees. Watering procedures must adhere to the specifications designated in ITEM 580- 2.06 and SECTION 585- SITE MAINTENANCE.
- C. Palm tree transplanting procedures include digging, loading, transporting, re-planting with approved backfill material and restaking. The original planting hole must be backfilled and sodded.
- D. Hardwood tree transplanting procedures include root pruning of established trees, digging, loading, transporting, replanting with approved backfill material and restaking. The original planting hole must be backfilled and sodded.
- E. Use machinery that is designed to root prune tree/palm roots with a clean cut. **Do not use machinery that will not tear or shred the root system.** Cut the root system in quarter

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sections to allow for new feeder roots to develop. If hand root pruning, use sharp cutting instruments to provide clean cuts (no Tearing or Shredding) to the existing root system. Allow a minimum of 18-24" of space to cleanly cut the roots and fill the root pruned area with proper backfill as specified in LI-Part Two-Products LI- Section 2.01- Subsection A – D (Planting Soil Backfill Mix). Reuse native clean fill mixed with topsoil to promote new root development.

- F. Large hardwood trees exceeding 8" Cal. Shall be transported/moved by the following method.

To protect the integrity and health of the hardwood to be transplanted, a Certified Arborist or Landscape Architect must be consulted "Prior to Relocation" through the Department designated representative to determine the best methodology to relocate the designated transplant material. I.E. "A large Live Pak could be relocated by drilling the trunk with a minimum of 1-1/2" wood drilling core bit to eliminate damage to main cambium later, inserting a 1" solid steel rod through the trunk to attack strapping material to and lifting the tree with no stress on the cambium layer." or a 90" Tree Spade, or Crate method. **These are examples of recommended relocation methods but not inclusive of all methods to relocate material. This is written as a guideline only.**

580-2.00 Products

580- 2.01 Planting Soil Backfill Mix:

- A. All planting areas shall be backfilled with a mixture of prepared plant soil mix as shown below to be accepted by the Department prior to use on each project site. Terrasorb AG (super-absorbent water retainer as manufactured by Industrial Services International, Inc.), or similar product accepted in writing by the Department, shall be added to all non-irrigated planting soil backfill mixes at the rate specified by the manufacturer.
- B. This Work shall consist of removing surface debris and then excavating a planting hole and blending compost with the excavated soil to improve soil quality and plant growth. The Planting Soil Backfill Mix shall be created on the project site by uniformly mixing compost with the excavated soil of the planting hole at a 1:3 ratio (25% compost: 75% excavated soil). Backfill and firm the soil blend around the rootball within the planting hole, as described under Part III – Execution. This specification applies to all types of containerized and balled and burlapped plant material.
- C. Compost shall be a stabilized mixture derived from organic wastes such as food and agricultural residues, animal manure, mixed solid waste and biosolids (treated sewage

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sludge) that meet all State Environmental Agency requirements. The product shall be well composted (mature compost, not green compost), free of viable weed seeds and nematodes and contain material of a generally humus nature capable of sustaining growth of vegetation, with no materials toxic to plant growth.

Compost shall have the following properties:

<u>Parameters</u>	<u>Range</u>
pH	5.5 – 8.0
Moisture content	35% - 55%
C:N ratio	15 – 30:1
Organic matter	> 50%
Particle size	< 1 inch
Soluble salts	< 4.0 mmhos (dS)
Bulk density	< 1000 lbs/cuyd
Foreign matter	< 1% by weight

- D. This specification covers the properties of **AllGro™** as distributed by: **AllGro™**, 4 Liberty Lane West, Hampton, NH 03842, telephone (800) 662-2440. The Contractor shall utilize **AllGro™** compost, or Department-accepted equal, as directed above.

580- 2.02 Plant Material:

- A. The words “Plant Materials” or “Plants” or “Trees” refer to and include trees and palms. “Plant Materials” shall also refer to accent plants, ground covers and woody ornamentals. When the words “palms” or “palm trees” are utilized, no reference to other tree types is intended. When the words “trees (excluding palms)” are utilized, no other reference to palm trees is intended.
- B. Plant species shall conform to those species and cultivars indicated on the plans and in the specifications.
- C. Plants shall be sound, healthy, vigorous, free from plant diseases, insect pests or their eggs and shall have healthy normal growth and root systems. Tree trunks shall have the specified caliper, straight with no fresh cuts, fissures, scrapes, or scars, and shall have the specified clear trunk height, overall height, spread, and rootball size, as applicable. Container grown plant materials shall be “Florida Fancy” as described in Florida Grades and Standards , Shrubs, Groundcovers and Vines.

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- D. The species and varieties furnished by the Contractor shall include those listed below and/or substitutions mutually agreed upon by the Contractor and the Department. The basis to be used for comparison of plants to be substituted in the respective categories shall be plant descriptions and wholesale prices as described in Betrock Information Systems' PlantFinder.
- E. Trees are required to be one of the following:
1. Container Grown:
 - a. Plastic containers: Trees grown in plastic or other rigid containers shall be well established and in the container for at least 60 days, and not root-bound. Minimum container size guidelines will follow those established by Florida Grades and Standards.
 - b. Fabric containers: Minimum rootball size will follow the guidelines established in Florida Grades and Standards. Trees grown in fabric bags should be properly root-pruned and hardened-off in the nursery following harvesting for 45-90 days.
 - c. All slash pines and wax myrtles are required to be container-grown for entire lives before planting on project sites.
 2. Field Grown: Shall have the appropriate root ball size based on the tree's trunk diameter (caliper) and/or height as established by the Florida Grades and Standards. Rootball depth on balled and burlapped (B&B) stock (excluding palms) shall be at least 2/3 of the rootball diameter shown. Field grown trees should be properly root-pruned and hardened-off in the nursery for a period of 45-90 days, and will be inspected by the Department for new root growth.
 - a. Field grown balled and burlapped (B&B) trees are usually specified on the unit bid price plant list, however upon Department approval, well established non-root bound container plants may be substituted for B&B material, when all other requirements, specifications, and unit bid prices of B&B trees are adhered to.
 - b. Natural fabric burlap is to be utilized. Synthetic woven plastic fabrics are prohibited. Wire Baskets can be used when Department provides written approval. The top 1/3rd of the wire basket must be removed when planting occurs to enhance new root stimulation.

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- F. Collected plants shall not be used unless specifically called for in the specifications or accepted in writing by the Department. The type, size, and availability of specific species will be the basis of selection of any collected plants.
- G. All plants for this project are to be secured from state registered nurseries within the south and central Florida areas (as defined by Betrock Information Systems' PlantFinder geographic regions) unless authorized in writing by the Department.
- H. Accent plants, ground covers and woody ornamentals are required to be one of the following:

ACCENT PLANTS (1 gal. containers)

Including these species, or comparable:

<u>Common Name</u>	<u>Botanical Name</u>
Super Blue Liriope	<i>Liriope muscari</i>
Lantana (Various Colors)	<i>Lantana camara</i>
Muhly Grass	<i>Muhlenbergia capillaris</i>
Fakahatchee Grass	<i>Tripsacum dactyloides</i>
Asiatic Jasmine	<i>Trachelospermum asiaticum</i>
Juniper Parsonii	<i>Juniperus chinensis</i>

ACCENT PLANTS (3 gal., 7gal. and 10gal. containers)

Including these species, or comparable:

<u>Common Name</u>	<u>Botanical Name</u>
Bird-of-Paradise	<i>Strelitzia reginae</i>
Bougainvillea Hybrid (includes dwarf varieties)	<i>Bougainvillea sp.</i>
Coontie	<i>Zamia pumila</i>
Cardboard Palm	<i>Zamia maritima</i>
Saw Palmetto	<i>Serenoa repens</i>
Crinum lily	<i>Crinum Americana</i>
Giant False Agave	<i>Furcraea foetida.</i>
Dwarf Yaupon Holly (Schillings Dwarf)	<i>Ilex vomitoria</i>
Dwarf Fakahatchee Grass	<i>Tripsacum floridanum</i>
Fakahatchee Grass	<i>Tripsacum dactyloides</i>
Pringles	<i>Podocarpus sp.</i>

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Wax Jasmine	<i>Jasmine volubile</i>
Wax Myrtle	<i>Myrica cerifera</i>
Wild Coffee	<i>Psychotria nervosa</i>

GROUNDCOVERS (1 gal. containers)
Including these species, or comparable:

<u>Common Name</u>	<u>Botanical Name</u>
Blue Daze	<i>Evolvulus glomerata</i>
Crown of Thorns (includes dwarf varieties)	<i>Euphorbia milii</i>
Dune Sunflower	<i>Helianthus debilis</i>
Lantana (includes dwarf varieties)	<i>Lantana sp.</i>
Super Blue Liriope (Min. 4 Bibs)	<i>Liriope muscari</i>
Mexican Heather	<i>Cuphea hyssopifolia</i>
Sea Oxeye Daisy	<i>Borrchia arborescens</i>
Cord grass	<i>Spartina Bakeri</i>

WOODY ORNAMENTALS (3 gal., 7 gal., and 10 gal containers)
Including these species, or comparable:

<u>Common Name</u>	<u>Botanical Name</u>
Bougainvillea Hybrid (includes dwarf varieties)	<i>Bougainvillea sp.</i>
Red Tip Cocoplum (includes green)	<i>Chrysobalanus icaco</i>
Cocoplum (Horizontal)	<i>Chrysobalanus icaco</i>
Carissa (includes dwarf varieties)	<i>Carissa sps</i>
Eugenia	<i>Eugenia sp.</i>
Dwarf Oleander	<i>Nerium oleander</i>
Dwarf Schefflera (includes various varieties)	<i>Schefflera arboricola</i>
Dwarf Yaupon Holly (Schillings Dwarf)	<i>Ilex vomitoria</i>
Fiddlewood	<i>Citharexylum fruiticosum</i>
Firebush (includes dwarf varieties)	<i>Hamelia patens</i>
Green Island Ficus (includes various varieties)	<i>Ficus microcarpa</i>
Jatropha (includes dwarf varieties)	<i>Jatropha hastata</i>
Juniper (includes various varieties)	<i>Juniperus sp.</i>
Cord Grass	<i>Spartina Bakeri</i>
Philodendron 'Xanadu'	<i>Philodendron sp.</i>

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Pittosporum (includes various varieties)	<i>Pittosporum sp.</i>
Sea Grape	<i>Coccoloba uvifera</i>
Silver Buttonwood	<i>Conocarpus erectus sericeus</i>
Green Buttonwood	<i>Conocarpus erectus</i>
Simpson Stopper	<i>Myrcianthes fragrans</i>
Stoppers (includes various varieties)	<i>Eugenia rhombea</i>
Viburnum (includes 'Awabuki')	<i>Viburnum sp.</i>
Wax Myrtle	<i>Myrica cerifera</i>
Yellow Thryallis	<i>Galphemia gracilis</i>
Bahama Dwarf Coffee	<i>Psychotria ligustrifolia</i>
Copper Leaf (includes various varieties)	<i>Acalypha wilkesiana</i>
Saw palmetto	<i>Serenoa repans</i>
White Indigo Berry	<i>Randia aculeate</i>
Panama Rose	<i>Rondeletia leucophylla</i>
Pringles	<i>Podocarpus sp.</i>
Wild Coffee	<i>Psychotria nervosa</i>

580- 2.03 Quantities:

- A. The quantities shown in the leader call-outs in the plans govern the required installed quantities. The Plant List summarizing quantities is provided as a reference only. The Contractor is responsible for his own take-off. Discrepancies must be brought to the Department's attention, in writing, at the time of ordering plant materials.
- B. The Department reserves the right to adjust the number and locations of the designated types and species of plants to be used at any of the locations shown. The Department shall make payment based on the actual quantities installed as approved in writing by the Department.

580- 2.04 Fertilizer for Plantings:

- A. Provide commercial grade granular fertilizer uniform in composition, dry and in a free-flowing condition for application by suitable equipment, delivered in unopened bags or containers, each fully labeled and complying with Florida State fertilizer laws.
- B. Provide a complete fertilizer with proper ratio of nitrogen (N), phosphorus (P), and potassium (K) for the specie, including micronutrient trace elements of iron, manganese, zinc, copper, and boron. Provide acid-based, slow-release (sulfur coated) formulas with at least 50% slow-release of nitrogen and potassium.

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- C. For non-flowering trees, use 13-3-13 high sulfur, iron, and potash; and for flowering trees, use 13-3-13 high sulfur, iron, potash, magnesium, and manganese – both to be acid based, slow-release nitrogen (sulfur coated) to include minor elements (or accepted equal).
- D. For palm trees use a ‘palm special type’ 13-3-13 to include minor elements, very high sulfur, manganese, magnesium, and iron; 50% slow-release nitrogen and potassium; and acid-based (sulfur coated) or accepted equal.
- E. For non-flowering trees, use 13-3-13 high sulfur, iron, and potash; and for flowering trees, use 13-3-13 high sulfur, iron, potash, magnesium, and manganese – both to be acid based, slow-release nitrogen (sulfur coated) to include minor elements (or accepted equal). For accent plants, ground covers and woody ornamentals, use 13-3-13 that includes micro nutrients, 25% sulfur coated area, 50% slow release nitrogen, or accepted equal.

580- 2.05 Top Mulch:

- A. Mulch shall be recycled, not harvested wood, and made entirely from the wood and bark of the Melaleuca quinquenervia tree, eucalyptus tree, cypress blend by-product (**Pure Cypress shall NOT be used on State Roads**), or mixed hardwoods. The mulch shall be shredded, cleaned, sized, and aged (heated) to destroy weed seeds, pathogens, and insects. It shall not contain more than 10% (by volume) bark. Shredded pieces of mulch shall not be larger than ¾” diameter and 1-1/2” in length. Mulch shall be free of weeds, seeds (including Melaleuca spp. seeds), soil, and any other organic or inorganic material.
- B. Prior to its delivery, mulch shall have been inspected and certified by the Florida Dept. of Agriculture and Consumer Services, Division of Plant Industry, as free of burrowing nematodes. All proof of delivery shall bear official State of Florida stamp of inspection and certification (Grade AA, A or B). Deliver in bags or bulk by the cubic yard.
- C. All material specified shall be processed specifically for use as mulch around trees and plant beds. The use of construction wood or wooden pallets (which do not decompose and/or may harbor pests), the use of fresh-wood mulch (which deprives surrounding plants of nitrogen), or the use of color dyed mulches, is prohibited.

580- 2.06 Water:

Contractor shall provide water, labor, and equipment (including a self-canceling nozzle with a diffuser) necessary to distribute water as required for all installed materials using hand-watering methods. Existing or proposed irrigation systems will not be relied upon to provide water for

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newly planted materials. Use water free of elements toxic to plant and/or animal life. Refer to SECTION 585– SITE MAINTENANCE for detailed watering specifications.

580- 2.07 Guying and Staking Material:

- A. Support stakes shall be structurally sound, #2 grade, yellow pine round lodge pole free of knot holes, splinters, checks, or cracks, and sized and arranged as per details on plan.

Braces, Battens, and anchor stakes pads shall be structurally sound, #2 grade, yellow pine; free of knot holes, splinters, checks, or cracks, and sized and arranged as per details on plan.

1. Minimum nominal size of vertical stakes: 2" x 2" round lodge pole with the length adjusted as appropriate for proper staking relative to tree height or as per specifications/details.
 2. Minimum nominal size of angled braces: 2" x 2" round lodge pole with the length adjusted as appropriate for proper staking relative to tree height as per specifications/details.
 3. Anchor stake pads for braces to be 2"x 4" and a minimum of 12" long.
 4. Battens for braces to be 2"x 4" and a minimum of 12" long.
- B. Banding at brace battens for heavy trunked palms and specified trees shall be minimum 1" steel manufactured specifically for banding – minimum two (2) bands per palm. Wrap palm trunks (excluding Washington palms) with minimum of five (5) layers of heavy nursery grade, burlap cloth before installing battens.
- C. For small trees using vertical support stakes, trunks shall be secured to such stakes with guying material that is wide, smooth, sturdy and flexible plastic or rubber such as Wellington tape or accepted equal. Guying tape to connect trunk to support stake at 90°. This flexible tape shall replace the traditional guy wire and hose method in order to avoid damage to trunk and branches.
- D. Unless the appropriate painting bid item is included in the applicable work order, then all vertical stakes, angled braces, anchor stake pads, and/or battens shall be provided and installed as natural, unpainted wood. When the appropriate painting bid item number is included in the applicable work order, then the wood for all vertical stakes, angled braces, anchor stake pads, and/or battens shall be painted Forest Green using Behr exterior grade flat latex paint, or accepted equal, such that there is complete coverage of all surfaces. This

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painting shall be done prior to delivery of the wood staking and bracing material to the planting site. The only painting allowed at the planting site will be minor touch-up by brush only for saw cuts, abrasions, nicks, etc. There shall be no spray painting at the planting site. Care shall be exercised to avoid wet paint coming into contact with the tree/palm, Wellington tape, banding, or burlap. To the extent that painted vertical stakes, angled braces, anchor stake pads, and/or battens are proposed by the Contractor for re-use, then in addition to meeting other specification requirements, they shall receive a fresh, complete coat of the above specified paint. This complete paint coverage shall be maintained in good condition until staking and bracing materials are removed from the planting site. The Department reserves the right, at its discretion, for the Department to require painting of staking and bracing material.

580- 2.08 Root Barrier Material:

The Contractor shall provide and install rigid root barrier, DeepRoot UB 48-2 by Urban Landscape Products, or flexible fabric root barrier, Typar Biobarrier Root Control System as manufactured by Reemay, Inc., or accepted equal, as directed by the Department or as indicated in the plans or as required by the permitting agencies. All safety precautions and installation procedures prescribed by the manufacturer shall be adhered to.

580-3.00 Execution

580- 3.01 General:

- A. The Contractor's Work shall conform to accepted horticultural practices as used in the trade, unless specifically directed to the contrary by the Contract documents or otherwise by the Department.
- B. Plants shall be protected upon arrival at the site by being thoroughly watered and properly maintained until planted. If a balled and burlapped (B&B) tree is not planted within 12-hours of delivery then the rootball shall be kept covered with a moist material to prevent drying of root growth tips until planting. Plants shall not remain unplanted on-site for a period exceeding 24-hours. All sod must be installed within 72 hours of harvest from the source farm. Any sod which is not planted within 24 hours after cutting shall be stacked in an accepted manner and maintained in a properly moistened condition. Any sod left on the work site for more than 48 hours before installation will be rejected. All sod delivered to the work site will be contained on 48" x 48" wooden pallets and individual pieces be no smaller than 12" x 24".

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- C. The Contractor shall install and maintain all plants (through final acceptance) in accordance with the requirements of the project plans, bid documents/specifications, and applicable standards as listed under ITEM 580- 1.04 B.

580- 3.02 Layout of Planting Holes:

- A. The approximate location of some existing above-ground and underground utilities, structures, and other improvements are shown on the landscape plans for general information purposes only, and are not to be relied upon nor regarded as relieving the Contractor of responsibility for verifying exact field locations. All such improvements shall be investigated and verified in the field before starting Work. Refer to ITEM 580- 1.03 F for other applicable requirements.
- B. Should the Contractor encounter overhead or underground obstructions, median modifications, or other conditions which interfere with the specified locations for plantings, then the Contractor shall immediately notify the Department and alternate planting locations or plan modifications will be selected and approved by the Department. Trees which cannot be adjusted to accommodate such conditions and still adhere to clear sight spacing and clear zone requirements, will be eliminated.
- C. Before digging of planting holes, the location and arrangement of the planting shall be marked by the Contractor. The Contractor shall notify the Department a minimum of 48-hours in advance (excluding weekends and/or holidays). The Department shall reserve the right to approve or reject all marked tree locations which shall conform to the requirements of the specifications, plans, and details unless otherwise addressed above.

580- 3.03 Tree and Palm Installation:

- A. All planting holes shall be excavated to size and depth specified herein and in accordance with the plans and details, and backfilled with the prepared Planting Soil Backfill Mix as specified. The general planting procedures for all trees and palms, whether B&B or container grown, are similar except as noted below.
 - 1. Container-grown trees and palms:
 - a) Any container-grown (CG) plants which have become pot-bound or for which the top system is too large for the size of the container, shall be rejected.
 - b) CG plants shall not be removed from the container until immediately before planting, and with all due care to prevent damage to the root system. At such time, all

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containers shall be cut and opened fully, in a manner that will not damage the root system.

- c) Trees in containers shall be carefully removed from the pots, cans, boxes, or other containers in a manner not to damage the roots or the rootball of soil formed by the container. Scraping the rootball on the sides and bottom to stimulate new root growth outside of the existing rootball should be performed prior to placement into the hole.
2. Balled and Burlapped Trees and Palms: Always move B&B plants (except heavy trunked palms) by the rootball only. Never use the trunk as a handle to pick up or move these plants. Care should be taken not to disturb the rootball, as this would severely damage the root system. Removal of all the burlap before planting is not necessary (if it is biodegradable fabric), although the top one-third (1/3) of the burlap shall be pulled back and cut off.

If accepted for use under ITEM 580- 2.02 E.2.b, synthetic fabrics and wire baskets require special attention. Remove woven plastic fabrics and nylon twine completely after setting the plant in the hole since such nondegradable materials can girdle stems and roots as they expand through the material. However, this practice may not be feasible when moving large trees that have been sleeved in woven plastic materials before being placed in wire baskets. Slice the material through the wire basket and remove as much as possible to facilitate healthy root growth into the landscape soil. Once the tree is set in the planting hole, cut off 1/3rd of the wire basket (that is not under the rootball) before backfilling.

3. Palms: Generally, procedures for planting balled and burlapped trees are suitable for palms. Palms shall be harvested with a rootball appropriate for the size and species of palm per the current Florida Grades and Standards. Foliage of all palm species except Sabal palmetto shall have the leaves tied with a biodegradable twine or burlap in a bundle around the bud. Fronds shall be untied by the time of the first quarterly inspection, unless the Contractor deems this to be detrimental to the palm. Complete leaf removal at the time of digging is required when planting Sabal palmetto, however, protection is required for heart frond and bud.
- B. Circular planting holes with vertical sides shall be excavated for all trees. The diameter of planting holes for all trees shall be a minimum of 1.5 times larger than the rootball, per planting details, unless prevented by site obstructions or otherwise authorized in writing by the Department. The depth of each planting hole shall be not less than 6" deeper than the height of the root ball or container as applicable and as per planting details.

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- C. Trees shall be set in planting holes on the specified prepared planting soil mix backfilled and brought to a height to permit the top of the rootball to be 2" above the surrounding finish grade at the completion of tree installation. This allows for some settling such that the final planting will be at the same depth the plants grew in the nursery. All trees shall be planted in a vertical position (plumb). All trees shall be handled by a padded nylon strap around the rootball for lifting purposes. Heavy-trunked palms may be lifted by the trunk provided the lifting strap is padded.
- D. After placing the tree in the hole, the planting soil specified herein shall be slowly watered into place in layers and then firmly tamped to eliminate voids and air pockets and to ensure the backfill mixture is surrounding the rootball. Do not overly compact the soil to the point that it would be detrimental to the tree's health. All tamping shall be such that no trees will settle below their original growing height and the surrounding finish grade. Do not mound any soil over the roots.
- E. For water retention, a minimum 6" high circular earthen berm (water ring) shall be formed around each tree such that the inside edge is located at the perimeter of the 6' wide planting hole.
- F. All trees shall be thoroughly watered at the time of planting and kept adequately watered to ensure healthy Florida Grade No. 1 trees until time of final acceptance. No allowances will be made for tree or palm losses due to lack of adequate or proper watering. Following initial acceptance the watering requirements of ITEM 585- 3.01 C shall be complied with.
- G. Pruning shall be done on-site after planting (with due regard to the natural form and growth characteristics of each specie) to remove damaged limbs, to remove branches falling within the required clear site window, or as directed to improve overall plant appearance. Do not remove more than 15% of branches unless otherwise approved by the Department in writing. Pruning methods shall follow standard horticultural practices using appropriate tools. Lopping, shearing, or topping of plant material will be grounds for rejection. Damaged, scarred, frayed, split, or skinned branches, limbs, or roots shall be pruned back to live wood, unless such damage, once so corrected, causes the tree to not meet the Florida Grade No. 1 standard, thus requiring tree replacement at no additional expense to the Department. The central leader or bud shall be left intact unless severely damaged, in which case the tree will be replaced at no additional expense to the Department. Remove any tree leader dowels and fasteners at the time of planting.
- H. During the course of planting, excess and waste materials shall be removed by the end of each day's operations. When planting in an area has been completed, all debris from planting

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operations shall be removed and the area maintained in this finished state until final acceptance.

580- 3.04 Fertilizing:

After planting tree, and prior to mulching the saucer, apply the recommended types and quantities of fertilizer appropriate for tree type according to the manufacturer's recommended rate specifications for new plantings. Apply fertilizer to the soil surface within the saucer area such that the granular fertilizer is mixed into the top 6" of soil around the edge of the root zone to the perimeter of the saucer berm and then watered in. Never allow fertilizer to touch the trunk of the tree to avoid burning by soluble salts. The use of tablet-type fertilizers such as "*Agri-Form*" or *equal*, to be placed in the planting hole prior to backfilling is also acceptable.

580- 3.05 Mulching:

- A. Prior to mulching the saucer area around each tree, remove all weeds, debris, and rocks (over 1" diameter), and then level the soil inside the saucer area surrounded by the circular berm without covering the top of the rootball.
- B. A 3" layer of the specified biodegradable mulch shall be placed around all newly planted trees within earth berms surrounding saucers as defined in ITEM 580- 3.03 E and as shown on drawings and as specified. For individual plants, the mulch shall be spread to entirely cover the saucer area within the circular earth berm. Mulch shall be installed and maintained a minimum of 3" away from the trunks of all trees. Once in place, the mulch is to be watered until saturated.
- C. This 3" mulch layer shall be maintained around each tree by the Contractor until its final acceptance in order to buffer soil temperature, reduce weed competition, conserve moisture, and increase soil nutrient availability.

580- 3.06 Guying and Staking:

- A. Guy and stake plant materials as specified and detailed to assure upright form, and in accordance with the following:
 - 1. All trees with calipers smaller than 2-1/2" shall be staked with three (3) vertical stakes 120° apart. All trees with calipers between 2-1/2" and 4-1/2" inclusive shall use four (4) vertical stakes 90° apart. All stakes shall be 2"x 2" round lodge poles (with length sized relative to tree height such that stakes reach the height of major branching), set vertically at least two (2') feet into the ground, and at least 12" deep into undisturbed

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soil, and also set against the planting hole wall. The tree shall be centered within the stakes and held firmly in place by Wellington Tape (or accepted equal), and tied to the stake and the tree to prevent slippage. Tighten guying tape as necessary to ensure tree is secured in upright position.

2. Heavy-trunked palm trees and trees with calipers over 4-1/2" shall be braced with a minimum of four (4) 2"x 2" round lodge pole wood braces (with length sized relative to tree height), toe-nailed to 2"x 4"x12" minimum battens which are tightly secured at two points to the tree (with 1" steel banding), at a point at least 1/3 the clear trunk height. Provide one (1) batten per brace minimum with additional battens as needed to prevent banding from touching trunk. The braces shall be set at an angle between 45° and 60° to the ground. The trunk shall be padded with five (5) layers of burlap under the battens (except for Washington palms). Braces shall be approximately 90° apart and secured underground by 2"x 4"x12" minimum anchor stake pads hammered such that the deepest point is at least ten (10") inches below finish grade. Anchor stake pads shall not be exposed more than 2" above finished grade and be located no farther from the trunk than 6" from the outside toe of the earth berm around the saucer. The tree shall be centered within the braces.
- B. All trees and palms shall be staked/braced on the same day as installed, and at no time shall any newly planted tree or palm remain without stakes for more than 24-hours after installation. The Department may prohibit completion of any further Work until all plant material has been appropriately staked.
 - C. The Contractor's guying and staking shall prevent trees from falling or being blown over (including by high winds). The Contractor shall re-straighten, replant, and restake all trees which lean or fall, and remove all trees which are damaged due to lack of proper guying and staking within two (2) working days of notification by the Department. The Department will determine if the fallen tree is damaged and is to be replaced. Such decision shall not be cause for additional expense to the Department. Damaged trees shall be replaced and guyed or staked at no additional cost to the Department within 30 calendar days of notification occurring at quarterly inspections.
 - D. All guys and stakes found to be too loose or damaged shall be repaired, tightened, and/or replaced within two (2) calendar days of notification by the Department at no cost to the Department. Guys and stakes shall be fully maintained to provide adequate structural support for the plant providing a neat, orderly and clean appearance. In cases of stake or brace damage caused by circumstances beyond those covered in the Contract, such as vehicular accidents, the Contractor shall replace damaged stakes as specified by the Department at bid price.

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- E. At the Contractor's discretion, all guying and staking material should be removed between the sixth (6th) and twelfth (12th) months following planting. At the Contractor's option, the anchor stake pads shall be either completely removed or driven into the ground such that the top of the stake is a minimum depth of 4" below grade. The Contractor shall notify the Department fifteen (15) calendar days prior to removing guying and staking material. Removal of guying and staking materials shall not relieve the Contractor of any responsibilities of any warranted materials that may be in place.

580- 3.07 Maintenance Prior to Initial Acceptance (at installation):

The Contractor's maintenance shall commence after each plant is planted and shall continue until Initial Acceptance (at installation), after which the formal minimum twelve (12) month maintenance/guarantee period shall commence. All maintenance operations before and after Initial Acceptance (at installation), shall be conducted consistent with Specification SECTION 585- SITE MAINTENANCE, which includes the guarantee and replacement requirements.

The Contractor shall maintain Florida Grade No. 1 quality until final acceptance. This plant maintenance shall include watering, pruning, weeding, cultivating, mulching, fertilizing, repairing or replacing stakes and guys, replacement of sick or dead plants, resetting plants to proper grades or upright position, restoration of the circular earth berm around the saucer, protection from insects and diseases, and all other care required for proper growth and health of the plants. **Proper protection of grassed areas shall be provided and any damages resulting from planting or maintenance operations shall be repaired promptly. If determined to be necessary by the Department, disturbed areas shall be re-sodded to match existing turf at no additional cost to the Department.**

580- 3.08 Sod/Seed Installation And Maintenance Prior To Initial Acceptance

- A. Elimination of Existing Turf Cover: **Certified applicator** must be licensed with the Florida Department of Agriculture and Consumer Services Department as list under Chapter 482 and 487 Florida Statutes. The certified applicator must provide State of Florida certification license to use restricted pesticides and herbicides. Existing vegetation cover is to be sprayed with a non-selective herbicide such as Glyphosate (Roundup) or equivalent. Herbicide is to be applied at a rate of active ingredient per gallon as specified on the product label. All spraying must be done with a low volume / low pressure sprayer and applied in a manner that will minimize drift and contact with adjacent plant materials or vehicular traffic. No spraying will be allowed under inclement weather conditions or wind in excess of 5 miles per hour. If an indicator dye is used in the spray mixture, it must not come into contact with the curb, gutter, traffic separator, or other concrete surfaces. The Contractor is responsible

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for the removal of any stains caused by indicator dyes to these surfaces. The resulting dead vegetation is to be raked and removed.

- B. Site Preparation: The site is to be prepared for sodding/seeding by the removal of debris such as sticks, rocks, roots and litter and the establishment of final grade. The locations of any existing irrigation systems are to be noted and all sprinkler heads flagged prior to the beginning of site preparation work. All holes and depressions are to be filled with backfill material that consist of 50% sand and 50% organic soil. Existing high spots in the median surface are to be leveled with the resulting grade facilitating the sheet-flow of water to the curb line. The soil perimeter at the inside curb line is to be excavated to a depth of 3/4" to 2" to allow the top of the base of the installed sod to be flush with the top of the curb. Any soil that is spilled outside of the median must be removed immediately.
- C. Sod Installation: The sod is to be placed onto the prepared site in a pattern with staggered seams. All sodding must be done in contiguous areas with no large gaps between planting sites. Each piece of sod must be abutted against the one adjacent to it. All gaps between pieces of sod will be filled with partial sod pieces or topsoil. No gaps greater than 1/2" in the seams between the individual pieces of sod will be accepted. All parts of the sod must be in firm contact with the soil surface and any corners or edges that overlap other pieces of sod must be trimmed. The sod must be kept 2 feet away from the trunks of any existing trees with a symmetrical circle of bare ground being established around each tree. All sod shall be topdressed with screened soil mixture of 75% organic soil and 25% sand that is free of rocks sticks or other debris. After the topdressing operation is completed the sod is to be compacted with a 1,000 lbs. roller.
- D. Site Cleanup: All wooden pallets, partial sod pieces, piles of backfill material, equipment and debris must be removed from the job site prior to the approval of Substantial Completion.
- E. Irrigation: As soon as the area covered by a single zone of irrigation is sodded, the system should be activated and 0.10" to 0.25" of water applied to the sod. The newly planted sod is to be irrigated twice a day between the hours of 10:00 a.m. and 2:00 p.m., unless watering restrictions are in effect, for a period of 10 days or until a root system has been established as evidenced by substantial resistance when the sod is pulled away from the soil base.
- F. Mowing: The Contractor is responsible for an initial mowing of the sod with St. Augustine "Floritam" mowed at 3" and Bahia "Argentine" at 3.5" with a rotary type mower. If the mower is equipped with a side-delivery chute a deflection device should be used to eliminate the discharge of grass clippings into roadway lanes. All lawn discharge shall be raked and remove to eliminate dead grass hayfields.

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580- 3.09 Installation of Accent Plants, Ground Covers and Woody Ornamentals

- A. Elimination of Existing Vegetative Cover: shall conform to the specifications contained within ITEM 580- 3.08 A.
- B. Site Preparation of Planting Beds: The site is to be prepared for planting by the removal of debris such as sticks, rocks, roots and litter. The area to be planted shall be excavated to a depth of 18" and backfilled to a level of final grade with a soil mix comprised of 50% sand and 50% screened organic material such as screened muck or compost, guaranteed as weed free. All excavated material is to be removed from the planting site or reused on site at the discretion of the Department representative.
- C. Installation of Plant Materials: Plant Materials shall be removed from containers prior to planting. Any rootballs containing regions of compacted or encircling roots shall be loosened by making vertical cuts to the root mass. Plant Materials shall be placed in holes that are slightly larger than the diameter of the rootball with the top of the rootball to be at or slightly above finished grade. **"Terrasorb AG"**, or accepted equal, is to be added to the planting hole at a rate of ¼ oz. (1 tsp.) per gallon of rootball being installed, prior to backfilling. Backfilling shall be made with the specified soil mixture and shall be firmly compacted and watered-in, so that no air pockets remain.
- D. Pre-emergent Herbicide Application and Mulching: The planted bed shall receive a pre-emergent granular herbicide application using "Ronstar G", or accepted equal, applied using methods and rates as specified on the manufacturer's label prior to the application of mulch. Applicator must be certified with the State of Florida FDACS. Mulch products used in bed plantings shall conform to the specifications as listed in ITEM 580- 2.05.

END OF SECTION

SECTION 585 SITE MAINTENANCE SPECIFICATIONS

SECTION 585 IS ADDED TO THIS SPECIFICATION

585–1.00 General

585- 1.01 Work Included:

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- A. The maintenance work consists of providing all labor, materials, equipment, permits, MOT, (**Maintenance of Traffic,**) and incidentals necessary to perform all required landscape maintenance commencing after each tree is planted and continuing until final acceptance at the end of the maintenance/guarantee period.
- B. Grassed areas beyond the perimeter of the earth berm/watering saucers will be maintained by others.

585- 1.02 Related Work Specified Elsewhere:

Section 580– Landscape Installation: These provisions shall apply to all Work in Section 585– Site Maintenance as appropriate.

585- 1.03 General Operating Specification:

Refer to the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, (July 2021 edition), as the general operating specification document, however Section 580, Landscaping is deleted and replaced with the specifications for LANDSCAPE INSTALLATION (SECTION LI) and the SITE MAINTENANCE (SECTION SM) herein. Maintenance of traffic requirements are described in the Contract Documents.

585- 1.04 Protection:

Protect all plants, wildlife, site furniture, paved surfaces, and buildings during maintenance procedures and the application of chemicals. When using equipment and chemicals, use according to manufacturer's directions and specifications. Repair or replace any items damaged through improper use of equipment or application of chemicals at no cost to the Department. Contractor shall submit a copy of the certified applicable pest control licenses to the Department and Material Safety Data Sheets for all products to be used for this Work. Apply all chemicals after 48-hour's notice to the Department and at a time and in such a manner that the public will not be in contact with nor have any real or imagined harm done to them by the application including, but not limited to, herbicides, insecticides, and fungicides.

585- 1.05 Coordination of Maintenance Schedule:

Coordinate and schedule all Work through the Department. The Contractor shall submit a detailed maintenance schedule for the minimum twelve (12) month maintenance/guarantee period (divided into anticipated quarterly work plans) to the Department for review within fifteen (15) calendar days of receipt of work order and before Initial Acceptance (of installation).

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585- 1.06 Quality of Operation:

Provide the maintenance services in a professional manner and keep all areas in a clean, orderly, and safe condition, satisfactory to the Department at all times. Abide by all applicable federal, state, and local laws, ordinances, and regulations.

585- 1.07 Personnel:

- A. During all maintenance work hours, provide a qualified, English speaking and competent person in the work area who is authorized to supervise the maintenance operations and to represent and act for the Contractor.
- B. All personnel shall be required to wear proper attire which, as a minimum, includes a standard shirt carrying company name and/or logo, present a good appearance and maintain a professional code of conduct.
- C. All personnel shall take lunch breaks and use restroom facilities in appropriate areas off site.

585- 1.08 Equipment:

- A. All vehicles shall be maintained in good working order, affixed with a company name/logo, painted, with no visible rust and shall be parked on pavement in public areas only. Provide protection of paving from loading ramps. Use tarps/plywood to protect from oil.
- B. Fueling mowers, edgers, etc. shall be completed prior to unloading equipment. Re-fueling, addition of oil, etc. shall be done with care and preferably over concrete. Any damage to asphalt or sod/planted areas from gas, oil or chemical spills shall be fully corrected by Contractor.
- C. No storage or provision for storage shall be made on site for maintenance equipment or materials. Contractor shall be responsible for transporting equipment and materials to the site and off site in sealed or secured containers and vehicles as required, unless specifically allowed by written agreement.

585- 1.09 Monthly Reports:

On or before the tenth day of each month, submit for approval a written report describing in detail all Work performed by the Contractor under this Contract during the past month (including replacement, mulching, fertilizing, pruning, and chemical application activities). The report shall also include: dates of site inspection(s) by qualified personnel as described in ITEM 585- 1.07;

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observations of the general health and vitality of all plantings; the locations and severity of any pests encountered; detailed descriptions of all chemical treatments applied; the general condition of areas maintained; descriptions of damage and vandalism; repair or maintenance recommendations; and the proposed general and landscape maintenance program to be performed by the Contractor during the next month. Department shall approve format of monthly reports, and require revised formats as necessary.

585- 1.10 Routine Quarterly Inspections:

During the minimum twelve (12) month maintenance period, the Contractor will be required to make maintenance inspections with the Department on a quarterly basis for weeks number 13, 26, and 39 from the date of Initial Acceptance (at installation) at a time scheduled by the Department. Problems identified during these inspections and corrective actions to be taken (with time frames) will be listed by the Contractor and be incorporated into an amended version of the upcoming quarter's work plan, unless otherwise indicated by the Department.

585- 1.11 Guarantee, Replacement, and Final Inspections:

- A. Guarantee: All Work shall be guaranteed during the minimum twelve (12) month maintenance/guarantee period during which all plants are to be maintained to meet Florida Grade No. 1 as per Florida Grades and Standards for Nursery Plants, by the Florida Dept. of Agriculture and Consumer Services (henceforth referred to as Florida Grades and Standards). All trees shall be alive, healthy, and in satisfactory growth throughout the guarantee period.

- B. Replacements: The Department will be the authority to determine which "Replacement Category" described below applies to each tree and what, if any, action is to be taken.
 - 1. If, at any time during the minimum twelve (12) month maintenance/guarantee period, the Department identifies plant material that are substandard, unhealthy, dead, damaged or otherwise in unsatisfactory condition, then such plant material shall be removed and replaced/staked by the Contractor as per the following at no additional cost to the Department.
 - a. Remove such plant material within fifteen (15) calendar days of written notification by the Department, and fill planting holes immediately with soil to finish grade level. This notification may occur at any time in addition to quarterly inspections.
 - b. Replace such plant material within thirty (30) calendar days after the written notification occurring at quarterly inspections.

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- c. The Department reserves the right to remove any unhealthy, substandard, damaged, or dead plant material with prior notification to the Contractor, however, the Contractor shall replace such trees as per these specifications.
 - 2. Fallen or leaning trees shall be removed (if damaged or otherwise substandard) or uprighted/restaked (if apparently healthy and meeting Florida Grade No. 1).
 - a. Those trees requiring removal shall be removed within two (2) working days of written notification by the Department. Planting holes of removed trees shall be immediately filled with soil to finish grade level.
 - b. The Department, without prior notification to the Contractor, reserves the right to remove, reposition, any fallen or leaning tree encroaching into a vehicular travel lane or creating any other situation affecting public health, safety, welfare.
 - 3. Plant material showing clear evidence of being damaged or knocked down by vehicular accidents will be removed by the Department and replaced by the Contractor on a unit cost basis within thirty (30) calendar days after the written notification occurring at quarterly inspections.
 - 4. The Contractor shall notify the Department by written fax of each successfully completed plant material removal and/or replacement and each shall be identified by station number location shown on the planting plans.
 - 5. All replacement plant material shall become guaranteed for a minimum of twelve (12) months from the date of their initial acceptance for replacement installation, and follow the same maintenance/guarantee period requirements specified herein for originally planted trees.
- C. Final Acceptance:
- 1. Final Acceptance shall follow General Provision 5-10.2.
 - 2. Notwithstanding the above, the Department reserves the right to accelerate the date of any final acceptance (thereby ending the maintenance/guarantee period) when the Department deems such action is in the Department's best interest.
 - 3. Earth berm rings utilized to retain water within the saucer area of each tree (located at the perimeter of the 6'-wide planting hole) must be maintained throughout the entire guarantee period, but are to be knocked down to level grade just before the

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semi-final inspection for each tree. To accommodate mowing patterns, the previously circular mulched area for each tree shall be reshaped by the Contractor into an oblong eye-shaped area running lengthwise down the median 8' wide x 16' long as per project details. The grassed areas affected by the reshaped mulched areas shall be treated with an herbicide as per manufacturer's specifications for weed-removal before applying mulch. A 3" layer of mulch shall be applied by the Contractor to the entire eye-shaped area before final acceptance. The mulch area of trees that are clustered in tight groupings may be merged to form one mulch bed if approved in writing by the Department.

585-2.00 PRODUCTS

585- 2.01 Landscape Maintenance Materials:

- A. Water: Use water free of elements toxic to plant and/or animal life. Contractor shall provide (within the unit cost for each tree) labor and equipment necessary to distribute water as required for all installed materials using hand-watering methods. Existing or proposed irrigation systems will not be relied upon to provide water for newly planted materials.
- B. Replacement Trees: Conform to the type, species, grade, standard, size and method of installation as originally specified unless otherwise directed in writing by the Department. For replacement trees which differ from the original plants, the Contractor must obtain prior written approval by the Department, and submit a credit/debit statement, as appropriate.
- C. Planting Soil Backfill Mix: As specified in SECTION 580- LANDSCAPE INSTALLATION.
- D. Fertilizer: As specified in SECTION 580- LANDSCAPE INSTALLATION.
- E. Top Mulch: As specified in SECTION 580- LANDSCAPE INSTALLATION.
- F. Herbicides: Use herbicides recommended for the control of the types of weeds encountered as recommended by the University of Florida Cooperative Extension Service. **Limited Certification for Commercial Landscape Maintenance Personnel is required by Statute 482.156.**

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- G. Insecticides: Use insecticides recommended for the control of the types of insect pests encountered. Insecticides shall be EPA approved. **Limited Certification for Commercial Landscape Maintenance Personnel is required by Statute 482.156.**
- H. Fungicides: Use fungicides recommended for the control of the types of fungi encountered. Fungicides shall be EPA approved. **Limited Certification for Commercial Landscape Maintenance Personnel is required by Statute 482.156.**

585-3.00 EXECUTION

585- 3.01 Landscape Maintenance:

General: Maintain all plantings in a healthy, vigorous and attractive condition so as to maintain the required Florida Grade No. 1 for all plantings as per Florida Grades and Standards, commencing after each tree is planted and continuing until final acceptance at the end of the maintenance/guarantee period.

A. Tree and Palm Maintenance:

1. Pruning and Trimming:

- a. Trees (excluding palms): Prune all trees to remove dead, broken, or infected branches, suckers, vines and dead or decaying stumps and all other undesirable growth. Perform pruning to maintain Florida Grade No. 1 growth habit. To enhance the appearance of specific trees, the Department may request additional pruning. Perform all pruning in accordance with American Association of Arborists standards and recommendations and also those of Florida Grades and Standards. Do not remove more than 15% of branches unless otherwise approved in writing by the Department. Buckhorning (also called 'hat-racking') of any tree is not permitted.
- b. Palms: Prune all palms to remove dead or substantially brown fronds only.
- c. Woody Ornamentals: Prune all Woody Ornamentals to remove dead or substantially brown branches, maintain Florida Grade No. 1 growth habit, maintain Department prescribed shape and maintain compliance with sight datum windows and maintain limits of clear sight.

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- d. Debris Removal: Remove and properly dispose of off-site all clippings, leaves, branches, sticks, and twigs after each pruning.
 - 2. Fertilization: Apply specified complete fertilizers that are accepted by the Department at manufacturer's recommended rates. Notify the Department 48-hours in advance of applications. Consistent with Contractor's submitted detailed maintenance schedule in ITEM 585- 1.05, fertilize all trees two (2) times per year between March and October (no closer than four (4) months apart). Broadcast fertilizer inside saucer area around the edge of the root zone. Fertilizer must not be allowed to touch the trunk.
 - 3. Mulching:
 - a. Maintain a three (3") inch layer of mulch in all plant beds around all trees. Replenish to specified depth prior to each quarterly inspection during the minimum 12-month maintenance/guarantee period. Maintain mulch at 3" clear from all tree trunks. Apply mulch after fertilizing, never before.
 - b. The Contractor shall be responsible for re-mulching activities (including re-establishment of earth berm of saucer) necessitated by washouts, foot traffic, automobile damage or unforeseen circumstances.
 - 4. Weed Control: On a monthly basis, remove weeds mechanically or by spot treatment with accepted herbicide in all plant beds (including the mulched saucer area and the surrounding earth berm). All herbicides, including pre-emergents, are to be used according to label specifications during the maintenance period. All planting areas/mulched areas shall be weed-free for the final inspection.
 - 5. Sucker Removal: Remove sucker growth monthly from all areas of the trunk, its base, and root zone.
 - 6. Insect Control: Control insect pests which infest plant materials, and control ant mounds which may occur in landscape areas. Record insecticides and other remedies on the monthly work report.
 - 7. Plant Replacement: Refer to ITEM 585- 1.11 B.
- B. Watering for plant establishment:

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1. All installed trees shall be hand-watered over the entire root zone with a slow soaking at 4-gallons per minute for deep root penetration and protection of surface roots, mulch, and earth berm around saucer. Contractor shall be responsible for adequate watering of all installed trees from the time of planting until final acceptance at the completion of the minimum twelve (12) month maintenance/guarantee period.
2. The following water guidelines have been established for Contractor's information only and shall be considered only as an estimate of water need. Depending on climate, rainfall, soil, and plant conditions, the Contractor shall adjust the water schedule and amount per application to meet optimum plant growth conditions. The Contractor shall be responsible for monitoring climate and plant soil moisture conditions, and determining if watering beyond or less than the watering guideline described below shall be applied. Water shall not be paid for separately, but shall be included in the unit cost per tree.

WATER USE GUIDELINES

Amount of Water Applied:

Trees and Palm Trees: Apply a minimum of 15-gallons water per tree at each application. Water applied should be a slow soaking at 4-gallons per minute maximum.

Minimum Frequency Guidelines for Hand-Watering:

<u>Material</u>	<u>Day</u>	<u>Frequency</u>	<u>No. Applications</u>
Plant Material	1-30	Daily	30
"	31-180	Every 3 rd Day	50
"	181-325	Every 7 th Day	20
"	326-361	Every 12 th Day	3

3. Frequency and number of applications may vary due to climate, rainfall, soil, and plant conditions. Less water may be used during wet, cool periods whereas more water may be needed during hot, dry periods. Contractor shall adjust as needed for optimum plant health. The minimal frequencies suggested above shall not limit the Contractor's responsibility for providing adequate watering and acclimation for the proper establishment of all trees.
4. Damage resulting from erosion, gullies, washouts, or other causes shall be repaired by the Contractor by filling with topsoil, reshaping earth berm and saucer,

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tamping to re-stabilize slopes, and replacing lost fertilizer and mulch at no additional cost to the Department.

5. Contractor to use a self-canceling nozzle with a spray diffuser on the end of the hose to ensure water is applied gently so as not to displace mulch or expose root systems.
6. Proof of watering, in the form of receipts, meter readings or other written documentation, shall be presented with the Contractor's monthly reports.

C. Monthly Reports:

Complete monthly reports as described in ITEM 585- 1.09.

D. Payment Schedule:

The Contractor shall submit invoices for each unit bid price item by the percentages below:

1. Following written Initial Acceptance (at installation): 70% payment will be made with 30% retainage on trees only. All other bid items will be 100% payment at final acceptance by the Department.
2. After the six month inspection, at the Department's discretion: 20% retainage shall be released using the retainage balance.
3. Following written Final Acceptance of Work at the end of the minimum 12-month Maintenance/Guarantee Period: Final payment (10%) based on above using the retainage balance will be made.

- E. All cost associated with the performance of Work under this Contract including but not limited to all materials, labor, and equipment shall be included in the unit bid item price for each tree.

END OF SECTION

SECTION 590 IRRIGATION SYSTEM CONSTRUCTION

GENERAL PROVISIONS

SECTION 590 IS ADDED TO THE SPECIFICATION AS FOLLOWS:

590-1.00 General

590- 1.01 Scope of Work:

- A. Irrigation systems shall be constructed using sprinklers, valves, piping, fittings, controllers, wiring, etc. of sizes and types as shown on the drawings and as called for in these specifications. The system shall be constructed to grades and conform to areas and locations as shown on the drawings.

Sprinkler lines, valves, piping, wiring, etc. are essentially diagrammatic. Minor adjustments in location to suit field conditions are anticipated. Major relocations shall have prior approval of the Department.

Unless otherwise specified or indicated on the drawings, construction of the irrigation system shall include furnishing, installing and testing of all mains, laterals and fittings, furnishing and installing of sprinkler heads, gate valves, control valves, controllers, and control wires, etc.; all necessary specialties and accessories such as backflow preventers, pump stations, excavation and backfill, and all other Work in accordance with the plans and specifications as required for a complete system.

- B. The Contractor shall obtain all permits and pay required fees to any governmental agency having jurisdiction over the Work. Inspections required by local ordinances shall be arranged as required. Upon completion of the Work, satisfactory evidence that all Work has been installed in accordance with the ordinances and code requirements shall be furnished to the Department.
- C. While working on medians or on the roadside, proper traffic control shall be used to protect workers and the public. Traffic control operations for installation and for future maintenance shall be in accordance with the Palm Beach County Streetscape Standards Manual, dated October 29, 2003, and as stated in the Maintenance of Traffic Section in these Contract Documents. All Work shall be done in accordance with all local and state codes and standards. All above ground apparatus and structures that are installed shall be kept a minimum of 6' from the adjacent travel lane.

590-2.00 Products

590- 2.01 General:

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All materials to be incorporated in this system shall be new and without flaws or defects and of the quality and performance as specified and meeting the requirements of this section. All material to be incorporated into an irrigation system that utilizes re-use water shall have the appropriate labels and bear the proper color (Pantone Purple PVC) as required by the service provider. All material overages at the completion of the installation are the property of the Contractor and are to be removed from the site.

590- 2.02 Pipe and Fittings:

Pipe sizes shall conform to those shown on drawings. No substitutions of smaller pipe sizes will be permitted but substitutions of larger sizes may be approved. All pipe damaged or rejected because of defects shall be removed from the site at the time of said rejection.

A. Polyvinyl Chloride (PVC):

1. All plastic pipe shall be continuously and permanently marked with the following information:
 - a. manufacturer's name
 - b. pipe size
 - c. schedule number, class or SDR number
 - d. type of material
 - e. code number
2. Unless otherwise noted on the drawings, all plastic pipe fittings shall be Schedule 80 polyvinyl chloride free from manufacturing defects.
3. Solvents used for joining must comply with the requirements of ASTM-D-2466 and be recommended by the manufacturer of the plastic pipe used.
4. All PVC main lines 2 ½" or larger shall have provision for expansion and contraction provided in the joints. All joints shall be designed for gasketed o-ring pipe. A push-on joint with a coupling manufactured as an integral part of the pipe barrel consisting of a thickened section with an expanded bell with a groove to retain a rubber sealing ring of uniform cross section similar and equal to Johns-Manville Ring-Tite and Ethyl Bell Ring or made with a separate twin gasket coupling similar and equal to Certainteed Fluid-Tite are acceptable. Circular gaskets shall conform to the requirements of ASTM designation F477. All O-ring pipe shall be Class 200.

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5. All tees and elbows connecting to the o-ring mainline shall be ductile iron manufactured for use with PVC O-ring pipe, Harco or accepted equal.
6. Underground detectable marking tape shall be Line Guard or accepted equal.
7. When directional bore is chosen as the method by which to install sleeves, the selected main line pipe shall be smooth continuous HDPE SDR 11 with appropriate fittings for connection to Rigid PVC O-ring main line. Manufacturer shall be KAF-FLEX, (800) 451-7646 or accepted equal.
8. Main line, 2" or smaller, may be Schedule 40 PVC or HDPE with Schedule 80 PVC fittings as approved or directed by Department Representative.
9. All lateral lines shall be Schedule 40 PVC.

B. Galvanized Steel:

Galvanized steel pipe shall conform to the requirements of ASTM Designation A 120, Schedule 40. At threaded joints between PVC and metal pipes, the metal shall contain the socket end and the PVC side, the spigot. A metal spigot shall not, under any circumstances, be screwed into a PVC socket.

C. HDPE SDR 11:

HDPE SDR 11 shall conform to the requirements of ASTM, ANSI, AWWA, etc., standard specification is incorporated by reference in these Specifications, the reference standard shall be the latest edition and revision.

590- 2.03 Risers:

- A. All sprinklers shall have a flexible riser assembled by the use of flexible polyethylene pipe. The inside diameter of the polyethylene pipe shall be the same diameter as the sprinkler head inlet.
- B. Swing joints used with rotor and spray bodies shall be by Lasco or accepted equal.

590- 2.04 Valves:

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A. Backflow Preventer (used only for potable water supply):

The backflow preventer shall be a Reduced Pressure Zone (RPZ) type, as accepted by Palm Beach County Water Utilities Department, capable of having a flow rate that is greater than or equal to that which comes from the meter.

The backflow preventer body shall be constructed of bronze and the internal parts of stainless steel. A backflow preventer is not required for reclaimed water (gray water), but a check valve of the same size as the delivery line is required.

B. Manual Valves:

All zone shut-off valves of sizes 2" or smaller shall be all bronze double d590wedge type with integral taper seats and non-rising stem. Those in-ground shall be installed in a separate valve box. Gate valves shall be NIBCO, T-113-K or equal American made, conforming to MSS SP-80 @ 200psi/13.8 Bar

C. Automatic Control Valves:

Shall be Irritrol 100P-1.5 FC with omni-reg pressure regulator, Toro P-220-27-0-6 (pressure-regulated angle type), or accepted equal. All control valves shall be provided with an equal sized gate valve installed upstream from the control valve and included in the same valve box.

D. Pressure Relief Valves:

The pressure relief valve shall maintain constant upstream pressure by passing or relieving excess pressure, and shall maintain close pressure limits without causing surges. The pressure relief valve shall be a fast opening, slow closing, 125 class flanged globe type valve. See plans for size (1" minimum) and opening pressure.

E. Air/Vacuum Relief Valves:

The air/vacuum relief valve shall be a 2" AR Series Combination Air and Vacuum Release Valve by BERMAD, or accepted equal. Install a 1-½" gate valve to allow isolation of relief valve for periodic cleaning and maintenance. The relief valve shall be installed in an approved valve box on a 1-½" 'swing joint' riser affixed to a saddle tap at the top of the mainline at the highest location in the system, in both directions from the source, or as directed by the engineer. Install in a traffic rated valve box per section 590-2.05.

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590- 2.05 Valve Box:

To be polymer concrete with fiberglass reinforcement with a “Tier 15 or Tier 22” traffic rated cover, embossed with the word ‘Irrigation’, as certified by the manufacturer. Recommended manufacturers are CDR systems Corp., Ormond Beach Florida and Quazite, Lenoir City, Tennessee, or accepted equal. Size to be 12" X 18" with plain cover (no metal). Optional sizes shall be a minimum of 18" x 12" x 12" or larger if more than 1 ACV is to be installed with cover. The appropriate valve zone numbers shall be tagged or stenciled on the underside of the lids. Color of valve box to correspond with type of water used.

590- 2.06 Sprinkler Heads:

A. Quick Coupler Valves:

Quick coupler valves shall be two-piece heavy duty brass with locking vinyl cover. Rainbird Model #33 DL RC or accepted equal to be used where specified on the drawings. Provide (2) Model 2049 cover keys with (2) swivel hose ell adapters, Model SH-O or those suitable for use with equal manufacturer. Any quick-couples used with reclaimed water or surface water must be permanently labeled “Do Not Drink” in English and in Spanish.

B. Sprinkler Heads:

Toro 570Z-6P-PRX, 570Z-6P-ZXF, or accepted equal shall be provided where specified on the drawings. Rotor heads shall be Hunter PGP with stainless steel risers, K-Rain Pro-Plus, Toro EZ Adjust, or accepted equal. All heads located on slopes shall be equipped with a Check Valve Seal.

C. Bubbler Heads:

Bubbler heads shall be adjustable with a full circle delivery pattern. Rainbird 1300 A-F, Toro 514-20, Irritrol 533 or accepted equal, shall be provided where specified on the drawings.

590- 2.07 Electrical Control Wiring:

All electrical control wiring shall be UF which has been approved for direct underground burial.

A. Ground/Common wire shall be American wire gauge size 12.

B. Control wire shall be American wire gauge size 12, or as specified on the drawings.

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- C. Electrical control wire Two-Wire system cable decoder cables between the controllers and the decoders shall be Hunter 1D1 GRY, 1D1PUR, 1D1YWL, 1D1,ORG, 1D1BLU, and/or 1D1Tan Twisted Blue and Red insulated solid copper conductors, 14 Gauge, 14/2 AWG A.K.A. Paige P7313D Direct Burial Decoder Cable Part Number 1701116RB with a high density polyethylene insulation as manufactured by Paige, Two-Wire Control System wiring between the single decoder and the zone valve shall be 14/2 AWG Paige DTS Cable.

590- 2.08 Pump Station:

- A. Pump shall be as specified on the drawings.
1. Submersible pump requires the following:
 - a. A cased well of appropriate size and depth as specified on the drawings to accept the specified pump and motor (see well specifications).
 - b. A submersible pump and motor as specified in the drawings ranging from 2 HP to 10 HP. Pump shall be Goulds, Sta-Rite, Aerometer or accepted equal to be installed with a pressure relief valve. Submit performance curves prior to installation.
 - c. One 6" thick concrete, below-ground vault, Model #PB4848-48 by Oldcastle Precast, Inc., or accepted equal. Required inside dimensions shall 48" x 48" x 48" deep. Vault shall have a concrete bottom containing drain hole(s) and an Aluminum 48" x 48" cover. 300 PSF load rating, Model #ADP300 by U.S.F. Fabrication, Inc., or accepted equal. The vault shall be core drilled as necessary to connect tanks to discharge pipe (see Item d below).
 - d. One rust control tank and one fertigation tank. Tanks shall be 55 gallon capacity, 20" dia. x 38" deep seamless molded plastic, minimum 1/8" thick, Model #TC2038IA by Chem Tainer Inc., or accepted equal. Tanks shall have piped connections to two injector pumps then to the discharge side of the pump. Injector pumps shall be wired to pump control and be capable of delivering between 10 and 100 parts per million. Pumps shall be a solenoid driven metering pump, LMI Unidose, Model # UO42-281, or accepted equal.
 - e. Electrical equipment shall be mounted on an aluminum, unistrut rack (3" x 1'-4" U-Channel uprights with 2" x 1/4" L-Channel cross braces). The rack shall contain the irrigation controller and motor control/starter in a NEMA 4x enclosure, injector pumps (see Item d above) and a NEMA 4x circuit breaker panel with manual shut-off. A rain sensor, Hunter Industries 'Mini Click' "C", or accepted equal shall be

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required. Connection from the irrigation controller to the rain switch shall be via a conduit adapter mounted on a pole, per code, or through the integration of a wireless rain cut-off. All electrical work must be performed by a licensed electrician. Electrical service meter shall be mounted 36" above grade on its own unistrut rack at the base of the pole where the riser has been installed and provided with a 2P3W Fused NEMA 4X rated stainless steel Manual Disconnect with UL Class RK-5 Fuses, all sized per applicable codes for the pump being installed.

- f. For pumps 5 HP and larger, a Jayco, or accepted equal, 1-1/4" pressure relief valve and an Ames Cla Valve, or accepted equal pressure regulating and pressure sustaining valve, pressure gauge followed by a gate valve, both of the same size as the main line.
 - g. A Coast Guardshack cage fabricated from expanded metal, or accepted equal, to enclose the well head and both valves, mounted on a concrete pad as per the manufacturer's specifications.
 - h. Concrete vaults shall contain sump pumps wired to the power panel. Pumps shall be 1/4 hp, Myers, Model # 525VI, 115 V, or accepted equal. Install PVC discharge pipe, with an appropriate check valve of the same size as the discharge line, just below grade for a minimum distance of ten feet with a 4" PVC pop-up discharge blow off cover by NDS or accepted equal located above a 2'x2'x2' Gravel Sump.
2. Centrifugal pump station requires the following:
- a. A cased well of appropriate size and depth as specified in the drawings (see well specifications).
 - b. A centrifugal pump and motor as specified in the drawings ranging from 2 HP to 10 HP. Pump shall be Flint & Walling with brass impeller (for all 3hp or smaller pumps), Goulds, Sta-Rite, Sullivan Electric or accepted equal, to be installed with a pressure relief valve and Hot Stop or similar emergency shut-off device. Submit performance curves prior to installation.
 - c. Concrete vault as described in Item 2.08-A1c above.
 - d. Rust control and fertigation tanks as described in Item 2.08-A1d above.
 - e. Electrical equipment and mounting as described in Item 2.08-A1e above.

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- f. Pressure regulating valve with a pressure gauge as described in Item 2.08-A1f above.
 - g. A pump enclosure, Canal Screens, Inc., or accepted equal, sized to house the pump and the pressure regulating valve and gate valve if applicable, set on an aluminum skid and anchored to a concrete pad of the size recommended by the enclosure manufacturer.
 - h. A check valve, by STRATAFLO PRODUCTS, INC, on the intake side of the pump of the same size as the intake pipe installed either inside or outside of the pump enclosure.
3. Potable, reuse or surface water supplies require the following:
- a. Plans shall be submitted to the appropriate water utility for review. Contractor shall pay any plan review fees. Palm Beach County will arrange for water service and tap, and will pay any service initiation fees.
 - b. An RPZ backflow preventer, as accepted by Palm Beach County Water Utilities Department, Ames Cla Valve or accepted equal, pressure regulating and pressure sustaining valve, pressure gauge followed by gate valve installed by a licensed plumber beyond the water meter.
- 1. When reclaimed water is used, the requirements are the same as those for potable water, except that a check valve shall be installed instead of the RPZ backflow preventer.
 - 2. When the water source is surface water such as a lake or canal, the requirements are the same as those for a centrifugal pump station except for the well. In addition, the suction pipe shall be fitted with a Plum Creek, Aqua Queen or accepted equal, self-cleaning intake screen installed as per manufacturer's specifications.
- B. Pipes, valves, fittings, etc., shall be galvanized steel in sizes and locations as shown on the plans. No PVC shall be used above ground.

590- 2.09 Controller:

Shall be Sentinel Field Satellite as manufactured by Toro, or accepted equal, in stainless steel pedestal mounted cabinet, mounted adjacent to the aluminum unistrut (see Item 2.08-A1e above). Provide an additional 120V, 15 AMP electrical outlet for auxiliary power and a Data Industrial Model IR-PR flow sensor (size determined by size of mainline). Flow sensor shall be located as

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indicated in details within a 11" x 11" x 18" polymer concrete box with fiberglass reinforcement and fitted with a locking traffic rated cover. Provide each satellite controller with a hand held radio and radio port, one surge protection board, antenna or 56K phone modem D-Series by DATA Comm for Business, U.L. approved ground rod/plate protection (separate grounding protection is required from the pump station) and pump start. Contractor shall be responsible for hook up and verification of positive connection to Central Controller. Pump controls shall be mounted on aluminum unistrut with fused shut-off, meter and rain sensor. Electrical service shall be U.L. approved, installed by a licensed electrician and provided with a molded breakaway plug and connector installed in a traffic rated approved in ground pull box.

Toro Sentinel "Water Management System" central controller, or approved equal. This unit shall communicate with the central, and have a mother-board and one 96 Station daughter-board which is compatible with a two-wire communication path with Toro ISP decoders.

For information and prices, contact Wesco Turf at (954) 429-3200.

590- 2.10 Communication Tower:

Shall be a freestanding tripod G-25 by ROHN, or accepted equal, with 12" spacing. Antenna shall be installed per manufacturer's directions in the location indicated in the plans or as directed by Department personnel. The number of sections required to provide positive communications shall be determined at the time of installation.

590-3.00 EXECUTION

590- 3.01 Surface Conditions:

A. Inspection:

1. Prior to all irrigation work, the Contractor shall carefully inspect the installed work of all other trades and verify that all such work is complete to the point where this installation may properly commence.
2. The Contractor shall coordinate Work with electrical and paving contractors, as needed.
3. The Contractor shall verify that irrigation system may be installed in strict accordance with all pertinent codes and regulations, the original designs, the referenced standards, and the manufacturers' recommendations.

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4. The Contractor shall call Sunshine State One-Call of Florida, Inc. at 1-800-432-770 to verify utility locations at least 48 hours prior to digging. The Contractor shall be responsible for contacting or locating other utilities. The Palm Beach Water Utilities Department also must be contacted at (561) 641-3429, or the appropriate water utility having jurisdiction over the project area, to verify locations and depths of underground utilities.
5. If the irrigation system is damaged as a result of improper construction or coordination on the part of the Contractor, the damage shall be repaired by the Contractor at no expense to the Department.

B. Discrepancies:

1. In the event of a discrepancy, the Contractor shall immediately notify the Department. 100% coverage and 100% overlap is required regardless of any site changes.
2. The Contractor shall not proceed with the installation in areas of discrepancy until such discrepancies have been fully resolved in writing by the Department.

590- 3.02 Field Measurements:

The Contractor shall make all necessary measurements in the field to insure precise fit of items in accordance with the specifications found in the drawings. The final layout of the project must be approved by the Department before any Work commences.

590- 3.03 Trenching and Backfilling:

- A. Trenching for plastic pipe shall be excavated to sufficient depth and width to permit proper handling and installation of pipe and fittings. The backfill shall be thoroughly compacted and leveled off to adjacent soil level. The backfill shall contain no lumps or rocks larger than 3 inches. The top six inches of backfill shall be free of rocks larger than 1", subsoil or trash. Pipe trench shall be sodded if placed in an existing sodded area and shall not settle after backfilling.

B. Minimum Depth of Cover:

1. The minimum depth of cover for main lines shall be 24" with a layer of Line Guard installed at a depth of 6".

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2. For lateral lines on the discharge side of the E.R.C.V., minimum depth of cover shall be 18".
3. For Line Guard (main lines only), minimum depth of cover shall be 6".
4. Requirements of the FDOT Utility Accommodation Manual and the specific Utility Permit Conditions shall take precedence over the above standards for Work in State Roads.

590- 3.04 Installation of Piping:

A. Inspection of pipe and fittings:

The Contractor shall carefully inspect all pipe and fittings before installation, removing all dirt, scale, and burrs, and reaming as required. Install all pipe with all markings up for visual inspection and verification.

B. The Contractor shall coordinate Work with Site Contractor to locate sleeves of size and location as shown on the drawings.

C. Plastic Pipe:

1. The Contractor shall exercise care in handling, loading, unloading, and storing plastic pipe and fittings; store plastic pipe and fittings under cover until ready to install; transport plastic pipe only on a vehicle with a bed long enough to allow the pipe to lay flat to avoid bending and concentrated external load.
2. The Contractor shall repair all dented and damaged pipe by cutting out the dented or damaged section and rejoining with a coupling.
3. In joining, use only the specified solvent and make all joints in strict accordance with the manufacturer's recommended methods. Give solvent welds at least 15 minutes set up time before moving or handling and 24 hours curing time before filling with water.
4. For plastic-to-steel connections, work the steel connection first; use a non-hardening pipe dope on all threaded plastic-to-steel connections and use only light wrench pressure.

D. Galvanized Pipe:

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1. Make all cuts to galvanized pipe square with all cuts thoroughly reamed and all rough edges or burrs removed.
2. Make all pipe threads sound, clean-cut, and well fitting.
3. Use pipe dope on male fittings only.
4. Make all screwed joints tight with all the necessary wrenches, but without handle extensions.

E. Pavement Crossings:

1. Sleeves under decorative paving or sidewalks are to be schedule 40 PVC and installed at depth of 24" and extended 12" beyond edge of walk.
2. Sleeves under vehicular paving are to be HDPE installed at a depth of 36" and extended 24" beyond edge of pavement or back of curb.
3. Installation shall be HDPE under existing pavement to be by directional bore. Any pavement, curb, sidewalk, or other surface damaged during boring shall be replaced to Palm Beach County and FDOT specifications.
4. The Contractor shall provide the GPS State Plane Coordinates for location of all landscape irrigation sleeve ends and install 3M Electronic markers at the sleeve ends during construction
5. Pull String shall be added to any HDPE or Schedule 80 sleeving.

590- 3.05 Installation of Equipment:

A. Manual control valves and electric remote control valves:

The Contractor shall install manual and electric remote control valves in control boxes where indicated on the drawings, a minimum of 18" from back of curb, in accordance with the manufacturer's recommendations.

B. Motor, pump, pressure control valves, check valves and main shut-off gate valves:

Install where indicated in the drawings, in accordance with drawings and with manufacturer's recommendations.

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C. Air Relief Valves:

Install where indicated on the drawings at highest elevation, in accordance with manufacturer's recommendations.

D. Pressure Relief Valves:

Install where indicated in the drawings, in accordance with drawings and with manufacturer's recommendations.

E. Sprinkler Heads:

Installation of Irrigation Heads: Heads shall be placed to finished grades. Locate sprinkler heads a minimum of 12" from back of curb. Upon installation heads shall be flagged by colored markers for positive identification in field. Prior to operation of heads, the Contractor will lay an area 2' x 2' of sod around each head. Sod shall be laid so that it is even with the finished grade. Heads must be firmly set so as to withstand being driven over with soft tire equipment without damage. Rotor heads require swing joint assemblies.

F. Thrust Blocking:

1. In general, thrust blocks are required on the main line at the following locations:

- a. Where the pipe changes direction of the water (i.e., ties, elbows, crosses, wyes and tees).
- b. Where the pipe size changes (i.e., ties, elbows, crosses, wyes and tees)
- c. At the end of the pipeline (i.e., caps and plugs).
- d. Where there is an in-line valve.

2. Blocks shall be concrete, having a calculated compressive strength of 3,000 psi. Install as shown on details.

G. Controllers:

The Contractor shall install controllers at locations as shown on plan according to manufacturer's recommendations.

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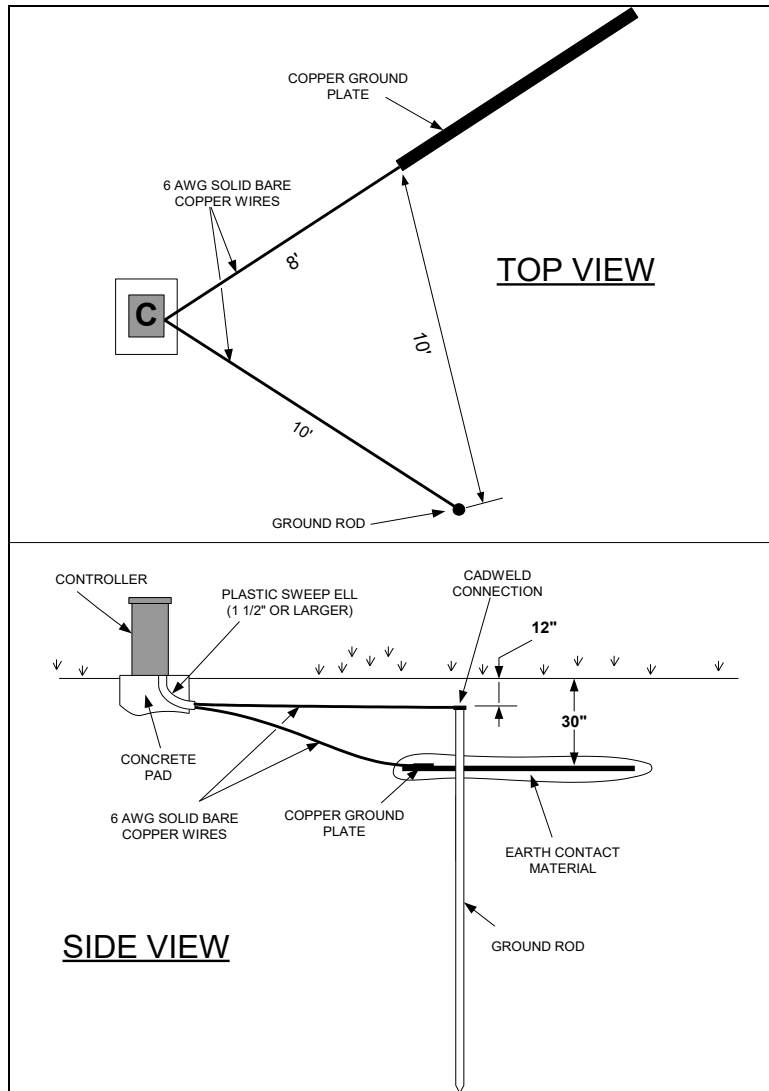
H. Lightning Arrestor:

The Contractor shall install an arrestor at each controller location shown on the plans to provide lightning protection on both primary and secondary sides of all controllers in accordance with Article 250 of the National Electrical Code (NEC.) Grounding, bonding, and shielding components will include the items described in the following paragraphs, at a minimum.

EARTH GROUNDING

Use grounding electrodes that are UL listed or manufactured to meet the minimum requirements of Article 250-52 of the 2002 edition of the NEC. At the very minimum, the grounding circuit will include a copper clad steel ground rod, a solid copper ground plate and 100 pounds of PowerSet® earth contact material, as defined below and per the following detail. This detail is the minimum requirement for supplementary grounding of any electronic equipment. Other details, for a multitude of field situations, are available from the American Society of Irrigation Consultants, ASIC Guideline 100-2002 (www.asic.org, “Design Guides”).

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Ground rods are to have a minimum diameter of 5/8" and a minimum length of 10 feet. These are to be driven into the ground in a vertical position or an oblique angle not to exceed 45 degrees at a location 10 feet from the electronic equipment, the ground plate, or the wires and cables connected to said equipment, as shown in the detail above. The rod is to be stamped with the UL logo [Paige Electric part number 182007.] A 6 AWG solid bare copper wire (about 12 feet long) shall be connected to the ground rod by the installer using a Cadweld GR1161G "One-Shot" welding kit [Paige Electric part number 1820037.] This wire shall be connected to the electronic equipment ground lug as shown in the detail above.

The copper grounding plate assemblies [Paige Electric part number 182199L] must meet the minimum requirements of Article 250-52(d) of the 1999 NEC. They are to be made of a copper alloy intended for grounding applications and will have minimum dimensions of 4" x 96" x 0.0625". A 25-foot continuous length (no splices allowed unless using exothermic welding process) of 6 AWG solid bare copper wire is to be attached to the plate by the manufacturer using

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an approved welding process. This wire is to be connected to the electronic equipment ground lug as shown in the detail of page 1. The ground plate is to be installed to a minimum depth of 30", or below the frost line if it is lower than 30", at a location 8 feet from the electronic equipment and underground wires and cables. Two 50-pound bags of PowerSet® [Paige Electric part number 1820058] earth contact material must be spread so that it surrounds the copper plate evenly along its length within a 6" wide trench. Salts, fertilizers, bentonite clay, cement, coke, carbon, and other chemicals are not to be used to improve soil conductivity because these materials are corrosive and will cause the copper electrodes to erode and become less effective with time.

Install all grounding circuit components in straight lines. When necessary to make bends, do not make sharp turns. To prevent the electrode-discharged energy from re-entering the underground wires and cables, all electrodes shall be installed away from said wires and cables. The spacing between any two electrodes shall be as shown in the detail of page 1, so that they don't compete for the same soil.

The earth-to-ground resistance of this circuit is to be measured using a Megger®, or other similar instrument, and the reading is to be no more than 10 ohms. If the resistance is more than 10 ohms, additional ground plates and PowerSet® are to be installed in the direction of an irrigated area at a distance of 10', 12', 14', etc. It is required that the soil surrounding copper electrodes be kept at a minimum moisture level of 15% at all times by dedicating an irrigation station at each controller location. The irrigated area should include a circle with a 10-foot radius around the ground rod and a rectangle measuring 1-foot X 24-feet around the plate.

All underground circuit connections are to be made using an exothermic welding process by utilizing products such as the Cadweld "One-Shot" kits. Solder shall not be allowed to make connections. In order to ensure proper ignition of the "One-Shot", the Cadweld T-320 igniter must be utilized [Paige Electric part number 1820040.] The 6 AWG bare copper wires are to be installed in as straight a line as possible, and if it is necessary to make a turn or a bend it shall be done in a sweeping curve with a minimum radius of 8" and a minimum included angle of 90°. Mechanical clamps shall be permitted temporarily during the resistance test process, but are to be replaced with Cadweld "One-Shot" kits immediately thereafter.

Proof of effectiveness of lightning arrestor shall be in accordance with manufacturer's guidelines. A maximum of 10 ohms of resistance is allowable.

I. Backflow Preventer:

RPZ Backflow Preventer shall be installed by licensed plumber in a location approved by the appropriate water utility department.

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590- 3.06 Electrical Control Wiring:

- A. Installation of electrical control cable shall be of the size specified and shall be taped to the bottom of the main line. Expansion joints in the wire to be provided at 200-foot intervals by making 5 to 6 turns of the wire around a piece of ½" pipe. Where it is necessary to run wire in a separate trench, the wire shall be within a PVC sleeve and have a minimum cover of twelve (12) inches.
- B. All wire connections at remote control valves, within valve boxes, and at all wire splices, shall be left with a 6' minimum "slack" so that in case of repair, the valve bonnet or splice may be brought to the surface without disconnecting the wires. Waterproof splice to be Rainbird or equal
- C. All pump station wiring shall be done by a licensed electrician.
- D. All electric control wire shall be sized as recommended by the controller, valve, Two-wire control system and grounding manufacturer, except as otherwise specified. It shall be encased in an orange 1-1/4" HDPE pipe conduit installed in the piping trenches wherever possible and be placed along side of the main line. All Two-Wire cable between decoders/electric wire boxes, along the entire wire paths and into the bottom of the controller or control wire junction box at edge of the pump station shall be encased in the orange HDPE pipe conduit.
- E. At all wire connections at remote control valves, decoders and at all wire splices, the wire shall be left with sufficient slack so that in case of repair the valve bonnet, decoder or splice may be brought to the surface without disconnecting the wires. See Zone Valve/Decoder Wiring/Grounding Detail for lengths (30"-60"). All splicing of wire shall take place in valve boxes. All splicing of wires shall be made using UL listed waterproof wire connectors as recommended by the wire manufacturer and per the valve and decoder details which specify 3M BDY and DBR-6 waterproof wire connectors.
- F. Each remote control valve shall be connected to a single station decoder shall have wire sizes and coded colors per the Zone Control Valve/Decoder Wiring/Grounding Detail and as recommended by the manufacturer, except as otherwise specified. All decoders, which are connected to the same controller, shall be connected to the Two-Wire path Control System using Decoder Wire, which shall be Hunter 1D1GRY, 1D1PUR, 1D1YWL, 1D1org, 1D1tan Twisted blue and red insulated solid copper conductors, 14 Gauge, 14/2 AWG Paige P7313D Direct Burial Decoder Cable part Number 170116RB with high density polyethylene insulation as manufactured by Paige. Each individual controller shall have a separate Two-Wire Path/s wire control system entirely independent any wire system of all other controllers.

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Only those remote control valves, which are being controlled by one specific controller, shall be connected to that controller's two-wire control system.

- G. Two-Wire Control System wiring between the single decoders and the zone valves shall be 14/2 AWG Paige DTS Cable, color coded with each pair being different colors than the other solenoid wires within the group of solenoids per the Zone Control Valve/Decoder Wiring/Grounding Detail. The decoders shall be installed in a Gray rectangular valve box with "Electric" logo per the Remote Control Valve/Decoder Wiring/Grounding Detail.

590- 3.07 Testing and Inspection:

- A. Closing in Uninspected Work:

The Contractor shall not allow or cause any of the irrigation work to be covered or enclosed until it has been inspected, tested, and approved by the Department. Any Work which has been covered shall be exposed for inspection.

- B. Flushing:

Before backfilling the main line, and with all control valves in place before lateral pipes are connected, completely flush and test the main line and repair all leaks; flush out each section of lateral pipe before sprinkler heads are attached.

- C. Testing:

1. Make all necessary provisions for thoroughly bleeding the line of air and debris.
2. Before testing, fill the line with water for a period of at least 24 hours.
3. After valves have been installed, test all main lines for leaks at a pressure of 100 psi for a period of 4 hours with all couplings exposed and with all pipe sections center-loaded. No more than 5 psi loss will be acceptable.
4. Furnish all necessary testing equipment and personnel.
5. Correct all leaks and re-test until accepted by the Owner.

- D. Final Inspection:

1. The Contractor shall thoroughly clean, adjust and balance all systems.

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2. The Contractor shall demonstrate the entire system to the Department, proving that all remote control valves are properly balanced, that all heads are properly adjusted for radius arc of coverage and overspray, and that the installed system is workable, clean, and efficient. No irrigation water shall enter the roadway.

590- 3.08 Instructions:

- A. Remote Control Legend: Attach a typewritten legend inside each controller door that states the areas covered by each remote control valve.
- B. Maintenance Personnel: After the system has been completed, inspected and approved, the Contractor shall instruct the Owner's maintenance personnel in the operation and maintenance of the irrigation system.
- C. Provide all manuals, product literature, Warranty Certificates, keys, etc. to the Department - Streetscape Section.

590- 3.09 Plans:

Substantial deviations from piping layout (2' or more) shall be recorded as Work progresses and an as-built plan of the sprinkler system shall be furnished to the Owner as a condition of completion of Work. Forward all bore logs and profiles, tests results and permit copies to the Department - Streetscape Section.

590- 3.10 Guarantee:

All equipment, material, and labor shall be guaranteed by the Contractor for a period of one (1) year after Substantial Completion of the Project. Any defects found, either in materials or workmanship, during the period shall be immediately corrected at the Contractor's expense.

END OF SECTION

SECTION 595 IRRIGATION WELL CONSTRUCTION

SECTION 595 IS ADDED TO THIS SPECIFICATION

595-1.00 General

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595- 1.01 Related Documents and General Conditions:

Drawings and General Provision of Contract, including General Supplementary Conditions apply to Work of this Section. The Contractor shall keep a copy of all Contract Documents on-site at all times including drawings, all Specifications and Codes mentioned above, and copies of all logs, and correspondence. All Work shall be done in accordance with all applicable ordinances, laws, codes and regulations. Any changes required by these ordinances, laws, codes and regulations shall be made at no additional expense to the Owner.

595- 1.02 Scope of Work:

The Work covered by this Section of the Specifications shall include, but not be limited to, the following:

- A. All labor, equipment, material, and operations necessary for construction, development, and testing of the proposed well (see SECTION - 590IRRIGATION SYSTEM CONSTRUCTION SPECIFICATIONS).
- B. All labor and materials necessary to connect well to a specified pump (see SECTION - 590IRRIGATION SYSTEM CONSTRUCTION SPECIFICATIONS).
- C. Drill well to a depth as necessary to achieve the required water flow and water quality.
- D. The Contractor shall apply for and pay for all permits and licenses required for execution of the Work. Any required signatures by Department officials will be provided. The Contractor shall arrange for, and be present during, all required inspections. Any required additional Work or materials resulting from inspections under the above permits shall be provided at no cost to the Owner.

595- 1.03 Quality Assurance:

- A. The Contractor shall inspect the site to determine conditions to be encountered during construction noting all existing and /or proposed utilities (see SECTION - 590IRRIGATION SYSTEM CONSTRUCTION SPECIFICATIONS for underground utility location procedures).
- B. The Contractor shall be responsible for any damage that occurs as a result of the construction. This shall include, but not be limited to, the Owner's property, underground utilities, and

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vehicular traffic. The Contractor shall keep the work area neat and orderly, continually removing rubbish, waste material and temporary structures.

C. Protecting Water Quality:

Take precautions to prevent contaminated water or water having undesirable physical or chemical characteristics from entering the stratum from which well is to draw its supply. Prevent contaminated water, gasoline, etc., from entering well, either through the opening or by seepage through ground surfaces.

If well becomes contaminated or water having undesirable physical or chemical characteristics enters the well due to neglect, provide casings, seals, sterilizing agents or other materials to eliminate contamination or shut off undesirable water. Provide remedial work at no cost to the Owner.

Exercise care in performance of Work to prevent breakdown or caving-in of strata overlaying that from which water is to be drawn. Develop, pump or bail well until water pumped from the well is substantially free from sand.

Protect Work to prevent either tampering with the well or entrance of foreign matter during well development. Upon completion, provide a temporary well cap.

D. Driller's Requirements: An experienced foreman or driller who has authority to take orders from the Department is to be constantly in control of the well site. Upon request, the driller shall furnish well drilling information desired by the Department.

E. The Contractor shall guarantee the water well for one (1) year from the date of initial acceptance by the Department. This shall include all material, workmanship, and well performance.

595- 1.04 Abandonment of Drilling:

A. If it becomes necessary to abandon drilling operations before completion of a water producing well, the Contractor shall follow all regulations for abandonment of the well as required by local authorities having jurisdiction.

B. Should abandonment of drilling be necessary due to poor workmanship or negligence on the part of the Contractor, no compensation will be allowed.

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- C. Should abandonment of drilling be necessary due to inadequate water supply or for another reason that is deemed to be no fault of the Contractor by the Department, payment for the Work shall be based upon the actual vertical footage completed and shall be paid at the Contract Unit Price for Additional Well Depth In Excess Of Base Depth, or as agreed upon.

595- 1.05 Submittals:

- A. Prior to starting construction of the well, the Contractor shall submit to the Department for approval an estimated schedule of the Work to be accomplished and a description of the methods and equipment to be used during construction. The description shall include methods he will use to drill, develop and test the well.
- B. The Contractor shall keep accurate logs of the irrigation well and samples of materials drilled through. Take samples of substrata formation at ten foot intervals and/or changes in formation throughout the entire depth of the well.

Provide the following information to the Department for record purposes:

1. Casings: Diameter, thickness, weight per foot of length, depth below grade.
2. Pumping Test: Static water level, maximum safe yield, drawdown at a maximum yield.
3. Drilling Log: Log indicating strata encountered.
4. Alignment: Certification that the well is aligned and plumb within specified tolerances.

The Contractor shall keep an accurate record of the order, number, size and length of the individual pieces of pipe as assembled in the well. The records shall be delivered to the Department upon completion of the Work.

- C. The Contractor shall provide to the Department a physical and chemical analysis of water from the finished well. Make the analysis, certified by an approved testing laboratory, in accordance with local requirements, to include the following: total dissolved solids, silica, iron, pH, sulfur, chloride, and salt content.

595-2.00 Products

595- 2.01 Materials:

- A. Casings:

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The irrigation well casing shall be new black steel pipe, Schedule 40. The joints may be welded or threaded coupling.

B. Grout:

Grout shall be ANSI/ASTM C150, type shall suit project conditions.

595-3.00 Execution

595- 3.01 Well Construction:

- A. Annular space shall be continuously filled with grout, with process being completed in a single operation. Subsequent work in the well, such as drilling or other operations, shall be suspended for 72 hours after grouting of casing. The only exception shall be when quick-setting cement is used, when Work may proceed after 24 hours.
- B. Install permanent casing with a temporary well cap. Installation of the well cap shall be coordinated with the pump system installer.
- C. The well shall be of sufficient size to produce a continuous supply of water at an acceptable quality and specified capacity.

595- 3.02 Well Development:

- A. The well shall be developed by such methods that will effectively extract, from a water bearing formation, the maximum practical quantity of sand, drilling mud and other fine materials in order to bring the well to maximum yield per foot of drawdown and to a sand-free condition. This Work shall be performed in a manner that does not cause any undue settlement or disturbance of the strata above the water bearing formation, nor disturb the seal around the well casing, thereby reducing the sanitary protection otherwise afforded by the seal.
- B. Development of the well shall continue until water pumped from the well, at a maximum test pumping rate, is clear and free from sand and other debris that is larger than 0.030" in diameter. The water shall be considered sand-free when no samples taken during the test pumping contain more than 2 parts per million of suspended solids per weight. The Contractor shall submit to the Department certification from an approved testing laboratory that indicates the results of the "Non-Filterable Residual" (total suspended solids) test, as specified in the EPA Manual, Section 160.2. A sufficient amount of water to insure a detection limit of less than 2 PPM (mg/L) must be filtered.

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595- 3.03 Testing Of Well For Plumbness and Alignment:

- A. Set casing plumb and true to line. At a minimum, tests for plumbness and alignment shall be made after construction of the well and before its acceptance. Additional tests may be required during the performance of the Work.
- B. Test alignment of the well by lowering a pipe approximately 40 feet in length to a depth of 90 feet. The pipe used for the alignment test shall be not more than ½" smaller in diameter than the portion of casing or hole being tested at the time. The pipe must pass freely through the casing or hole.
- C. The well casing shall not be out of plumb more than 2/3 of the diameter of the casing per 100' of length. If the well does not pass this test, the Contractor shall be responsible for repair or replacement of the well.

595- 3.04 Testing Well For Yield and Drawdown:

- A. Final pumping tests shall be conducted only after the well has been fully constructed, cleaned out and depth of well accurately measured.
- B. A variable capacity test pump shall be provided that has a minimum capacity of the maximum expected yield at total head equal to drawdown in the well, plus the head loss in the pump column and discharge piping.
- C. The Contractor shall provide enough discharge piping for pumping unit to conduct water to a point of disposal that will avoid a nuisance or endangerment to adjacent property. Provide and maintain any equipment needed for measuring flow of water such as a weir box, orifice or water meter. The elevation of the water level in the well will then be measured.
- D. All labor, power and other necessary materials, equipment and supplies required to operate the pumping unit shall be supplied by the Contractor. The final testing for each well shall consist of four (4) hours of continuous pumping after maximum drawdown has been reached. After completion of the final test, foreign matter such as sand, stones or other debris shall be removed from the well by bailing, sand pumping or other approved methods.
- E. After the test pump and auxiliary equipment have been installed, the Department shall be notified a minimum of 3 days prior to the start of any test pumping. Conduct test pumping as follows:
 - 1. Record initial water elevations in the well.

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2. Start test pump and make adjustments to bring pump to required pumping rate.
 3. Record readings of water level in the well and pumping rate at 30 minute intervals.
 4. Water samples shall be taken for analysis at the beginning and at the end of the pump test.
- F. Upon completion of the pumping test, record the returning levels in the well at 15 minute intervals until 95% of the well capacity is reached. Prepare notations so that a curve of the recovery rate may be plotted.
- G. Provide all test results and other required submittals to the Department.

595- 3.04 Disinfection Of Well:

- A. Use disinfection procedures as required by local government agencies. The well must be cleaned of foreign substances after all development work has been completed and it has been satisfactorily tested. Casings should be swabbed, using alkalis if necessary, to remove foreign substances.
- B. The well shall be disinfected with a chlorine solution of sufficient strength to provide a minimum chlorine to water ratio of 100 parts per million within the well. The chlorine solution shall be introduced into the well using gravity, pump or drop feeder. A contact period of 24 hours shall be attained; then the well shall be pumped until the chlorine residual is less than 0.2 parts per million.

END OF SECTION

SECTION 800 SPECIAL CONDITIONS – ASBESTOS – PROCEDURES FOR DEMOLITION OF STRUCTURES – ASBESTOS MATERIAL REMOVAL

SECTION 800 IS ADDED TO THIS SPECIFICATION

General

This Section is included for the removal and disposal requirements of asbestos material encountered during construction, whether or not it is indicated on the Plans. The following are

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special conditions and procedures for the Demolition of Structures and handling and disposal of asbestos cement pipe.

SECTION 1 OF 3: ASBESTOS NOTIFICATION

Federal and State asbestos regulations require, prior to demolition of any structure:

1. An inspection for asbestos-containing Materials (ACM)
2. Removal of specified ACM, and
3. An asbestos notification of demolition received at least ten (10) Working Days prior to demolition.

To meet requirements #1 and #2 above, the Department has surveyed the structure(s) in this Contract for the presence of ACM and every effort has been made to remove Regulated Asbestos-Containing Material (RACM) and Category II Non-Friable ACM (e.g., asbestos-cement board and shingles) before releasing this project to the Contractor. Verification of this Work is attached to this Contract. If not attached, it is the Contractor's responsibility to contact the Project Manager of the Department overseeing this Contract, or the Department's Risk Management / Loss Control section to obtain:

1. A copy of the pre-demolition asbestos inspection report; and
2. A copy of Risk Management/Loss Control's memo of approval to proceed to next phase addressed to the Department overseeing the project.

To meet requirement #3 above, the Contractor is responsible for submitting a complete and accurate asbestos notification of demolition form, titled "Notice of Asbestos Removal Project" (i.e., NESHAP notification, 40 CFR Part 61.145(b)), for each separate address to be demolished to the below listed agencies at least 10 Working Days prior to demolition. The forms are available from the Florida Department of Environmental Protection (DEP) and Loss Control.

SEND ORIGINAL TO:

Asbestos Coordinator
Florida Dept. of Environmental Protection
400 N. Congress Avenue
West Palm Beach, FL 33401

SEND COPY TO:

PBC Risk Management/Loss Control
160 Australian Avenue, Suite 401
West Palm Beach, FL 33416-1229
Fax: 561-233-5440

The Contractor must immediately notify the Project Manager of the Department overseeing the project and Loss Control [phone 561-233-5430] if the demolition Start Date changes. No demolition may begin before the Start Date on the NESHAP notification, and no demolition may occur without a notice to proceed from the Department. It is the responsibility of the Contractor to call and submit revised NESHAP notifications to the above listed agencies, adhering to required NESHAP timeframes.

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The Contractor is responsible for physically checking the structure(s) before submitting the NESHAP notification to ensure that all RACM and Category II ACM, as identified in the pre-demolition asbestos inspection report, have been removed. If RACM or Category II ACM is discovered, or is in poor condition (i.e. not intact), immediately contact the Department's Project Manager or Loss Control.

SECTION 2 OF 3: WORK PRACTICES

Compliance with the following regulations is the demolition Contractor's responsibility:

1. Environmental Protection Agency (EPA) NESHAP 40 CFR Part 61 Subpart M – National Emission Standard for Hazardous Air Pollutants, updated August 2004;
2. Occupational Health and Safety Administration (OSHA) Construction Industry Standard, 29 CFR 1926.1101;
3. EPA "A Guide to Normal Demolition Practices Under the Asbestos NESHAP", September 1992;
4. Asbestos NESHAP "Adequately Wet Guidance", December 1990; and
5. OSHA Standard Interpretation, dated August 13, 1999, "Requirements for demolition operations involving Materials containing <1% asbestos".

The above regulations include utilizing wet demolition methods and prohibition of recycling the Substructure with presumed or confirmed Category I ACM. Written permission from the Department to the Contractor is needed for said recycling.

SECTION 3 OF 3: COMPETENT PERSON

The Contractor must have a competent person on-site who: (1) is capable of identifying existing asbestos hazards in the workplace, (2) is capable of selecting the appropriate control strategy for asbestos exposure, and (3) has the authority to take prompt corrective action to eliminate them. This person must be trained in accordance with OSHA and EPA.

END OF SECTION

SECTION 987 SOIL LAYER MATERIALS

DELETE SECTION 987 IN ITS ENTIRETY AND SUBSTITUTE THE FOLLOWING:

987-1 Description

All material shall be suitable for plant growth. The organic matter content of the prepared soil layer after mixing shall be a minimum of 2.5%, a maximum of 10%, in accordance with FM 1-T

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267 and shall have a pH value of 6.0 or greater and less than or equal to 7.5 as determined in accordance with FM 5-550. The organic matter content shall be created using any of the following Materials.

987-2 Materials

Prepared soil layer Materials may be obtained from either, or a combination of the following sources:

- (1) Excavation within the limits of construction on the project. Such material may be stockpiled or windrowed on the project in areas approved by the Engineer.
- (2) Designated borrow pits for the project.
- (3) From other sources of organic soil Materials provided by the Contractor.

987-2.1 Organic Soil

This may consist of muck, mucky peat and peat and shall have an organic matter content of 30% or more if the mineral fraction is more than 50% clay, or more than 20% organic matter if the mineral fraction has no clay.

987-2.2 Blanket Material

Meet the material classification shown on the Plans and Design Standards, Index No. 505.

987-2.3 Compost

Meet the requirements of Florida Department of Environmental Protection Rule 62.709.550 Type Y (yard waste), Type YM (yard waste and manure), Type A (municipal solid waste compost) or Rule 62.640.850 Type AA (composted biosolids) and have unrestricted distribution.

987-2.3.1 Compost for Use as a Soil Amendment

If the electrical conductivity (EC) value of the compost exceeds 4.0dS (mmhos/cm) based on the saturated paste extract method, the compost shall be leached with water prior to application.

987-2.3.2 Compost for Use as a Mulch

The compost shall contain no foreign matter, such as glass, plastic or metal shards. The compost shall be slightly coarse to coarse in nature (over half of the solids shall be from particles 1/2 inch in size and no greater than 6 inches). Preference shall be given to compost or mulch made from uncontaminated woody waste Materials.

END OF SECTION

DRIVEWAY CONSTRUCTION RELEASE

The Contractor shall have the included “Right of Entry and Release Agreement for Road and Driveway Construction” form executed by each property owner as needed, where driveway construction is required.

The Contractor shall be responsible for all coordination with the property owners for this construction. The Contractor shall provide the County with copies of these executed agreements.

These driveways shall be constructed in accordance with the Plans and the Specifications or as directed by the Engineer. The quantities are included in the 6” concrete sidewalk (driveways) item, 6” base item and asphaltic concrete item for the construction of these driveways.

SPECIAL DRIVEWAY NOTES AND SPECIFICATIONS

1. Contractor shall work in conjunction with the Engineer in contacting and coordinating with property owners of parcels bordering this Roadway, as directed by the Engineer.
2. Contractor shall obtain written permission from property owners for driveway construction and for approval of driveway staking, as directed by the Engineer.
3. Property owners shall have the option of selecting a circular driveway, a “T” type driveway or other modification as approved by the Engineer. The selection is subject to existing site conditions and compatibility to existing driveways.
4. Driveway construction shall consist of 6” concrete on a compacted Subgrade or Superpave Asphalt Concrete (Traffic Level C) (1.5”) course on a 8” base, as directed by the Engineer, to match the existing driveway.
5. If the asphaltic concrete option is required, the entire driveway may be resurfaced.
6. During driveway construction, temporary access and parking shall be provided.
7. Items incidental to driveway construction shall be included in the square yard price for the items listed above. Such items include clearing and grubbing, excavation earthwork, grading, restoration of sodding, landscaping, sprinkler systems and all other Work that may be required to complete driveway construction.

**RIGHT OF ENTRY AND RELEASE AGREEMENT
FOR ROAD AND DRIVEWAY CONSTRUCTION**

PROJECT NAME: Cannongate / Harpers Ferry Blvd from Summit Blvd to Cannon Way -
Federalized
PROJECT NO.: 2025214
PROPERTY ADDRESS: _____
PROPERTY OWNER: _____
CONTRACTOR: _____

THIS AGREEMENT entered into this _____ day of _____, 20____, by and between Palm Beach COUNTY (hereinafter referred to as COUNTY), its Contractor and _____ (herein referred to as OWNER), provides as follows:

WHEREAS, the COUNTY is desirous of completing the construction of Cannongate / Harpers Ferry Blvd from Summit Blvd to Cannon Way - Federalized, and as part of this project is willing to construct circular driveway and/or driveway modifications on OWNER'S land to aid in OWNER'S ingress and egress; and

WHEREAS, in order to construct said driveways it is necessary for the COUNTY to enter upon the above described property of OWNER and to perform various excavating and constructing tasks thereon;

WHEREAS, the COUNTY agrees to construct the driveway and/or driveway modification for the benefit of the OWNER, the COUNTY wishes the OWNER to assume full responsibility for design, location, maintenance, and liability for driveway improvements and/or modifications upon completion of the construction.

NOW, THEREFORE, in witness of the above, and in consideration of the COUNTY agreeing to construct said driveway improvements, and for other good and valuable consideration in hand received, OWNER hereby grants unto COUNTY, their Employees, Agents, Contractors, Sub-contractors, and/or Assigns the license and right to enter upon said land of OWNER for the purpose of constructing circular driveway and/or driveway modifications for the undersigned OWNER.

IT IS FURTHER AGREED that the previously referenced considerations, OWNER, hereby releases and holds the COUNTY harmless from any damages that result or might result to OWNER'S property as a result of the COUNTY, the Employees, Agents, Contractors, Sub-contractors and/or Assigns coming upon said land for the purposes previously stated.

IT IS FURTHER AGREED that the license and rights granted herein shall cease upon completion and finalization of the Contract upon which said construction is performed.

IT IS FURTHER UNDERSTOOD AND AGREED that upon completion of construction, OWNER assumes ownership and responsibility for driveway location, maintenance and liability regarding said driveway improvements and agrees to indemnify, and hold the COUNTY harmless from all claims and liabilities that may arise out of the design, existence, location, or maintenance of said driveway.

WITNESS (Signature)

OWNER/AGENT (Signature)

WITNESS (Print Name)

OWNER/AGENT (Print Name)

PERMITS

The Contractor is advised that the following pages are copies of the applicable permits for this project. If a permit document includes copies of plan sheets, those pages may not be included herein, but are available from the Department upon request or from the permitting agency.

All general and special conditions required by specific permit(s) shall be executed accordingly and it is the Contractor's responsibility to ensure compliance with said conditions.

Any permits requiring "as-built" information and/or certification shall be prepared by a professional engineer or land surveyor licensed in the state of Florida and shall be the responsibility of the Contractor.

The Contractor is responsible for assuring the completion of appropriate construction certifications, and submittal of the construction completion certifications to permitting agencies as required by each permit referenced in these documents.

All costs associated with meeting said requirements, if not included in a bid item, shall be incidental to the Contract and no compensation, either monetary or time, shall be considered.

The Contractor agrees that the entirety of the permits listed below shall govern.

PROPOSAL FORM

(COMPANY NAME)

(COMPANY ADDRESS)

(COMPANY CITY & STATE)

(COMPANY ZIP CODE)

CONTACT NAME _____

PHONE NUMBER _____

FACSIMILE NUMBER _____

EMAIL ADDRESS _____

FEDERAL TAX I.D. #

DATE SUBMITTED

FOR THE CONSTRUCTION OF: **CANNONGATE / HARPERS FERRY BLVD FROM
SUMMIT BLVD TO CANNON WAY -
FEDERALIZED
PALM BEACH COUNTY PROJECT NO. 2025214**

TO THE BOARD OF COUNTY COMMISSIONERS OF
PALM BEACH COUNTY, FLORIDA:

We, the undersigned (Contractor), hereby declare that no person or persons, firm or corporation, other than the undersigned, are interested in this Proposal as principals, and that this Proposal is made without collusion with any person, firm, or corporation, and that we are not on the Scrutinized Companies List as stated on page SC-1, and we have carefully and to our full satisfaction examined the Contract Documents, and that we have made a full examination of the location of the proposed Work and the source of supply of Materials, and we hereby agree to furnish and pay for all necessary labor, Equipment, Materials and services, fully understanding that the quantities shown herein are approximate only and that we will fully complete all Work in accordance with the Contract Documents and the requirements under them of the Engineer, within the time limit specified in this Proposal for the following unit prices, to wit:

PROPOSAL FORM

BID PROPOSAL CANNONGATE / HARPERS FERRY BLVD FROM SUMMIT BLVD TO CANNON WAY FEDERALIZED CONTRACT PBC PROJECT #2025214						
#	FDOT ITEM NUMBER	ITEM DESCRIPTION	QTY	UNITS	UNIT PRICE	AMOUNT
ROADWAY ITEMS						
1	101-1	Mobilization	1	LS		
2	102-1	Maintenance of Traffic (includes Pedestrian MOT)	1	LS		
3	110-1-1	Clearing and Grubbing (includes concrete removal)	1	LS		
4	285-x	#57 Coarse Aggregate (FDOT)	40	TN		
5	327-70	Mill Existing Asphalt Pavement (1")	6,000	SY		
6	N/A	Portable Milling Machine	10	HR		
8	337-7-82	Asphaltic Concrete Superpave (Traffic C) (SP-9.5) Rubber	400	TN		
9	N/A	Speed Humps (Seminole Type - See Detail)	147	SY		
10	425-052	Inlet (Ditch Bottom) (Type D)	1	EA		
11	425-054	Inlets (Ditch Bottom) (Type J)	2	EA		
12	430-175-18	Pipe Culvert (Polypropylene) (18")	156	LF		
13	430-175-30	Pipe Culvert (RCP) (30")	102	LF		
14	430-030	Concrete Endwalls (30")	2	EA		
15	522-1	Concrete Sidewalk (4" thick)	267	SY		
16	522-2	Concrete Sidewalk (6" thick) (Curb Ramps)	75	SY		
17	527-2	ADA Detectable Warnings (cast in place)	140	SF		
18	570-1-2	(Sodding) (Match Existing)	1,500	SY		
SUBTOTAL (ROADWAY)						
SIGNALIZATION & PAVEMENT MARKING PAY ITEMS						
19	700-3501	Sign (Single) (Remove and Reset)	5.00	EA		
20	711-11-12	Thermoplastic, Std, White, Solid 6"	0.50	GM		
21	711-11-12	Thermoplastic, Std, Solid 6" Yellow	0.50	GM		
22	711-11-12	Thermoplastic, Std, 24" Solid White	120	LF		
23	706-1-1	Retro-Reflective Pavement marker, Amber/Amber; Bi-Directional	120	EA		
SUBTOTAL (SIGNALIZATION & PAVEMENT MARKING)						
CONTINGENCY ITEMS						
24	102-99	Portable Changeable Message Sign (Non MOT)	10	ED		
25	430-030	Concrete Endwalls (18")	2	EA		
26	N/A	Storm Sewer Cleaning (Exist.) (24" or Less) (See SP's)	715	LF		
27	N/A	Storm Sewer Cleaning (Exist.) (> 24" to 48") (See SP's)	360	LF		
28	N/A	Support and Protect Existing Utility	100	LF		
29	102-14	Traffic Control Officer (Non MOT)	10	HR		
SUBTOTAL (CONTINGENCY)						
TOTAL BID						

PROPOSAL FORM

BID PROPOSAL CANNONGATE / HARPERS FERRY BLVD FROM SUMMIT BLVD TO CANNON WAY FEDERALIZED CONTRACT PBC PROJECT #2025214						
#	FDOT ITEM NUMBER	ITEM DESCRIPTION	QTY	UNITS	UNIT PRICE	AMOUNT
<i>THE COUNTY DOES NOT GUARANTEE THE ACCURACY OF THE FORMULAS AND EXTENSIONS USED IN THIS SPREADSHEET.</i>						
<i>THE ITEMS AND QUANTITIES ABOVE, SHALL GOVERN OVER THE PLANS.</i>						
<i>PAY ITEM FOOTNOTES IN CONSTRUCTION PLANS SHALL ALSO BE INCLUDED IN ITEM UNIT PRICE.</i>						
Note #	FDOT Item #	PAY ITEM FOOTNOTES				
1	All	All items shall include cost to furnish and install unless otherwise noted.				
2	All	FDOT Item numbers are for information only.				
3	101-1	Mobilization : Includes NPDES Erosion Control Measures and turbidity barriers.				
4	102-1	Maintenance of Traffic : Includes all provision and maintenance of necessary signs, advanced warning, variable message boards, all detour signs and barricades, and any railroad MOT required for the duration of the project. MOT shall include the cost of any temporary pavement, temporary conc., barriers, temporary wire faced wall, temporary pavement markings, etc. as required.				
5	110-1-1	Clearing and grubbing (inc. concrete removal) to include all necessary removal of header curb, sidewalks, ADA, asphalt, existing pipe and endwalls, and other removal called out in the Contract or as necessary to complete the Work				
6	522-x	Majority of Sidewalk work will be ADA ramps. This item includes any curb required for the ADA ramps. Sidewalk shall include removal of existing concrete sidewalk / ADA ramps and associated curbing. All curb ramps to be 6" thick concrete per FDOT specifications 522-001.				
7	All	Linear Foot (LF) Units are net lengths				
8	711-11-12	Unless otherwise noted, all striping quantities shown are net lengths and include only the length of the stripe to be installed, and do not account for any gaps or skips in the striping.				
9	711-11-12	Per Palm Beach County Typical, Thermoplastic shall not be installed on roadway fourteen (14) calendar days after the final lift of asphalt has been completed, Unless otherwise specified by palm Beach County Traffic Engineer.				
10	706-1-1	RPM's to be installed with Epoxy only on bull noses raised medians and all other RPM's in the roadway are installed in thermoplastic.				
11	N/A	Speed Humps shall include removal of existing speed hump.				
12	430-030	Concrete Endwalls (straight single pipe) shall include any costs for coffer-dam construction and dewatering				
13	430-175-xxx	All Pipe Culvert items shall include all labor, material, equipment, and incidentals necessary to install pipe culverts, to include but not limited to any embankment and excavation required, select bedding material (per requirements shown in pipe replacement details), concrete collar, coffer-dam construction and dewatering, de-mucking or shoring, finish grading, as necessary for installation of the pipe culvert. Pipe material shall be as specified in the scope and per details. Includes video inspection of the pipe per Special Provisions Section 430. (excluding sod)				
14	430-175-18	Polypropylene pipe includes cost of backfill operations and pavement restoration.				
15	425-xxx	Drainage structures include removal of existing drainage structure and cost of connecting existing pipe to proposed structures and any dewatering or shoring construction. All Ditch Bottom Inlet Grates shall be H-25 rated.				

PROPOSAL FORM

PROJECT NO. 2025214

TOTAL BID

\$

IN FIGURES

The Contractor acknowledges that Addenda _____ thru _____ have been received and that related costs are reflected in the submitted bid.

The Contractor hereby certifies and agrees that the following information is correct: In preparing its response to the Solicitation, the Contractor has considered all proposals submitted from qualified, potential Subcontractors and suppliers, and has not engaged in "discrimination" as defined in the County's Commercial Nondiscrimination Policy as set forth in Resolution R2025-0748 as amended, to wit: discrimination in the solicitation, selection or commercial treatment of any Subcontractor, vendor, supplier or commercial customer on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, disability, or genetic information, or on the basis of any otherwise unlawful use of characteristics regarding the vendor's, supplier's or commercial customer's employees or owners; provided that nothing in this policy shall be construed to prohibit or limit otherwise lawful efforts to remedy the effects of discrimination that have occurred or are occurring in the County's relevant marketplace of Palm Beach County. Without limiting the foregoing, "discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination." Without limiting any other provision of the solicitation, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the County to reject the proposal submitted by the Contractor for this Solicitation, and to terminate any contract awarded based on the response. As part of its proposal, the Contractor shall provide to the County a list of all instances within the immediate past four (4) years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Florida that the Contractor discriminated against its Subcontractors, vendors, suppliers or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken. As a condition of submitting a proposal to the County, the Contractor agrees to comply with the County's Commercial Nondiscrimination Policy as described in Resolution R2025-0748, as amended.

The Contractor further agrees to perform all force account Work, as provided for in the General Provisions, and to execute the Contract and return to the County, along with a Contract Bond and Certificate of Insurance within fourteen (14) Working Days of the date of the Letter of Intent to Award and to commence Work with adequate forces and Equipment within fourteen (14) Calendar Days of the date set forth in the Notice to Proceed and to fully complete all contracted Work under the same in accordance with Contract Documents within the Contract Time.

THE TIMELY COMPLETION OF THIS PROJECT IS CRITICAL TO THE HEALTH, SAFETY AND WELFARE OF THE TRAVELING PUBLIC. It is the desire of Palm Beach County to

PROPOSAL FORM

expedite the construction and opening to traffic of the project. The Contractor shall be required to work such hours, weekends and/or Holidays to meet the required Contract schedules.

The Contractor shall complete in full all Work under this Contract within not more than ninety (90) Calendar Days (Contract Time). It is further agreed that should the Contractor fail to complete all Work under this Contract within the Contract Time; then, due to the criticalness of the timely completion of this project, liquidated damages for failure to meet these provisions shall be in accordance with Section 8 of the General Provisions.

The Contractor further agrees to furnish a sufficient and satisfactory Bond, on the form herein provided, in the sum of not less than 100% of the Contract price of the Work as indicated by the approximate quantities shown herein.

The Contractor further agrees to bear the full cost of maintaining all Work until the final acceptance, as provided in the Contract Documents.

Accompanying this Proposal is a Proposal Guaranty (Bid Bond) made payable to Palm Beach County, a Political Subdivision of the State of Florida, in the sum of 5% of amount Bid which is to be forfeited as liquidated damages if, in case this Proposal is accepted, the undersigned should fail to execute the attached Contract under the conditions of this Proposal. Otherwise, the Bid Bond is to be returned to the Contractor upon the delivery of a satisfactory Contract Bond.

Company Name: _____ Authorized Officer: _____
(Print)
Address: _____ Signature: _____

PROPOSAL FORM

CONTRACTOR CERTIFICATION

PALM BEACH COUNTY

ENGINEERING AND PUBLIC WORKS DEPARTMENT

NPDES GENERAL PERMIT FOR STORM WATER DISCHARGES

FROM

ROADWAY CONSTRUCTION SITES

CANNONGATE / HARPERS FERRY BLVD FROM SUMMIT BLVD TO CANNON WAY -
FEDERALIZED

PALM BEACH COUNTY PROJECT NO. 2025214

“I certify under penalty of law that I understand the terms and conditions of the general National Pollutant Discharge Elimination System (NPDES) permit that authorizes the storm water discharges associated with industrial activity from the construction site identified as part of this certification.”

Name of Contracting Firm: _____

By: _____ Date: _____

Name and Title: _____

Address or P.O. Box: _____

City State Zip Code

Telephone: _____
Area Code Number

SCRUTINIZED COMPANIES

As provided in F.S. 287.135, by entering into this Contract or performing any Work in furtherance hereof, the Contractor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725. Pursuant to F.S. 287.135(3)(b), if Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Contract may be terminated at the option of the Department.

When contract value is greater than \$1 million: As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the Contractor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

If the County determines, using credible information available to the public, that a false certification has been submitted by Contractor, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Contract renewal, if applicable.

The undersigned authorized person hereby has read and certifies that the above is adhered to.

Date

Company Name (Print)

Authorized Officer: Name/Title (Print)

Signature

BID BOND

STATE OF FLORIDA)

) ss.

COUNTY OF PALM BEACH)

KNOW ALL MEN BY THESE PRESENTS: That we, _____
 _____ (Principal), and _____

as Surety (Surety) are held and firmly bound unto Palm Beach County, a Political Subdivision of the State of Florida, (County) in the amount of Five (5%) percent of bid, lawful money of the United States of America, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents;

WHEREAS, the Principal contemplates submitting or has submitted a bid to the Board of County Commissioners, Palm Beach County, Florida, for furnishing and paying for all necessary labor Materials, Equipment, machinery, tools, apparatus, services, all State Workers' Compensation and unemployment compensation taxes incurred in the performance of the Contract, means of transportation for and complete Construction of: **CANNONGATE / HARPERS FERRY BLVD FROM SUMMIT BLVD TO CANNON WAY -FEDERALIZED**, **PROJECT NO. 2025214**, in the County of Palm Beach, State of Florida; and

WHEREAS, it was a condition precedent to the submission of said bid that a cashier's check or bid bond in the amount of five percent (5%) of the total bid amount be submitted with said bid as a guarantee that the Bidder would, if given a letter of Intent to Award the Contract, enter into a written contract with the County, and furnish a Public Construction Bond in an amount equal to one hundred per cent (100%) of the total contract, within fourteen (14) consecutive business days of the date of the letter of the Intent to Award Contract.

BID BOND

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that, if the bid of the Principal be accepted and Principal, within fourteen (14) consecutive business days after the date of the Letter of Intent to Award, the letter being written notice of such acceptance, enter into a written contract with Palm Beach County, a Political Subdivision of the State of Florida, and furnish a Certificate of Insurance, and a Public Construction Bond in the form included in the Bid Documents and in an amount equal to One Hundred Per Cent (100%) of the total contract amount satisfactory, to Palm Beach County, a Political Subdivision of the State of Florida, then this obligation shall be void, otherwise the sum herein stated shall be due and payable to the County, and the Surety agrees to pay said sum immediately upon demand of the County, in good and lawful money of the United States of America, as liquidated damages for failure of the Principal.

IN WITNESS WHEREOF, _____ as Principal herein, has caused these presents to be signed in its name, by its _____, and attested by its _____, under its corporate seal, and _____, as Surety herein, has caused these presents to be signed in its name, by its _____, under its corporate seal, this _____ day of _____, A.D., 20_____.

ATTEST:	(Seal)
_____	By: _____
(Signature)	(Principal)
_____	_____
(Print Name)	(Print Name)
_____	_____
(Title)	(Title)

ATTEST:	(Seal)
_____	By: _____
(Signature)	(Surety)
_____	_____
(Print Name)	(Print Name)
_____	_____
(Title)	(Title)

CERTIFICATE OF RESOLUTION

The undersigned hereby certifies that the following are true and correct statements:

1. That the undersigned is the _____ (insert title) of _____ (insert business name) a _____ (insert business organization, i.e. corporation, LLC, LLP), organized and existing in good standing under the laws of the State of _____ (Firm), and that the following Resolutions are true and correct Resolutions adopted by the _____ (insert form of management) of the Firm on the ____ day of _____, 20____, in accordance with the laws of the State of _____ (where Firm is organized) of the Firm, and _____ (governing documents) of the Firm.

RESOLVED, that the Firm shall enter into that certain Contract between Palm Beach County, a political subdivision of the State of Florida, and the Firm, a copy of which is attached hereto, and be it

FURTHER RESOLVED, that _____, the _____ of the Firm, is hereby authorized and instructed to execute such Contract and such other instruments as may be necessary and appropriate for the Firm to fulfill its obligations under the Contract.

2. That the foregoing Resolutions have not been modified, amended, rescinded, revoked or otherwise changed and remain in full force and effect as of the date hereof.

3. That the Firm is in good standing under the laws of the State of Florida or its state of formation, as provided above, and has qualified, if legally required, to do business in the State of Florida and has the full power and authority to enter into such Contract.

IN WITNESS WHEREOF, the undersigned has set his/her hand and affixed the Seal of the Firm the ____ day of _____, 20____,

(SEAL)

(Signature)

(Print Name and Title)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by _____ (name) as _____ (title) for _____ (firm), on behalf of the (choose one) corporation / company / partnership, who is ☐ personally known to me or ☐ has produced _____ (type of identification) as identification.

(Stamp/Seal)

(Notary Signature)
Notary Public, State of _____

(Print Notary Name)

Commission Number _____
My Commission Expires _____

CONTRACT

STATE OF FLORIDA)
) ss.

COUNTY OF PALM BEACH)

This Contract, made and entered into on _____, by and between PALM BEACH COUNTY, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter “County”), and _____, Florida, and its heirs, executors, administrators and assigns, (hereinafter “Contractor”):

WITNESSETH: The Contractor agrees with the County, for the consideration herein mentioned at its own proper cost and expense to do all the Work and furnish all necessary labor, Materials, Equipment, machinery, tools, apparatus, services, state Workers' Compensation and unemployment compensation taxes incurred in the performance of the Contract, and means of transportation for the complete construction of:

**PROJECT NAME: CANNONGATE / HARPERS FERRY BLVD FROM SUMMIT
BLVD TO CANNON WAY - FEDERALIZED**

PROJECT NO.: 2025214

IN THE AMOUNT OF:

(IN WORDS)

\$ _____
(IN FIGURES)

in Palm Beach County, Florida, in the manner and to the full extent as set forth in the Contract Documents therefore and the Contract Documents relative thereto, are made a part of this Contract as completely as if set forth herein, to the satisfaction of the County, or its duly authorized representative.

The Contractor further agrees for the consideration herein mentioned to commence Work with adequate forces and Equipment within fourteen (14) Calendar Days of the date set forth in the Notice to Proceed and to fully complete all contracted Work under the same in accordance with Contract Documents within the Contract Time. The time limit for the completion of all work under this Contract shall be the Contract Time as shown on the Proposal Form. The date fixing this period upon the calendar shall be established and stated in the Notice to Proceed. After commencement of the work, it shall be properly dispatched toward completion, to the satisfaction of the Engineer, and shall be fully completed within the Contract Time. It is understood and agreed that the Contract Time for completion of said work is the essence of the Contract. If Contractor fails to complete the work within the Contract Time, it is agreed that for such Calendar Day that any work provided for in these Contract Documents remain incomplete after the Contract Time has expired, including any official extension of the Contract Time, the sum per day given in the contained schedules shall be deducted from monies due the Contractor, not as a penalty, but as liquidated damages (in accordance with Section 8 of the General Provisions) and added expense for supervision.

CONTRACT

The Contractor shall take into account all contingent Work which has to be done by other parties arising from any cause whatsoever, and shall not plead its want of knowledge of such contingent Work as an excuse for Delay in a Contractor’s Work, or for its non-performance.

IN WITNESS WHEREOF, the Parties have caused this Contract for Cannongate / Harpers Ferry Blvd from Summit Blvd to Cannon Way - Federalized, Project No. 2025214 to be executed and sealed the day and year first written above.

OWNER:

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
Morton L. Rose, P.E.
Director of Roadway Production

CONTRACTOR:

ATTEST WITNESS:

By: _____
(Signature)

(Witness Signature)

(Corporate Name)

(Print Witness Name)

a _____ corporation
(insert state of incorporation)

(Print signatory’s name)

(Witness Signature)

(Print signatory’s title)

(Print Witness Name)

(Date)

(Corporate Seal)

CONTRACT

{SIGNATURE PAGES CONTINUED}

ATTEST:

Michael A. Caruso
Clerk of the Circuit Court & Comptroller

By: _____
Deputy Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Yelizaveta B. Herman
Assistant County Attorney

COUNTY:

Palm Beach County, a Political Subdivision
of the State of Florida, by and through its Board of
County Commissioners

By: _____
Sara Baxter, Mayor

CONTRACT PERFORMANCE BOND

BOND NUMBER: _____

BY THIS BOND, we, _____, as Principal and _____, a _____ (*corporation, LLC, etc*) _____, as Surety, whose address is _____, are bound to the Palm Beach County Board of County Commissioners, hereinafter called COUNTY, for the sum of \$ _____, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract dated _____, 20____ between Principal and COUNTY, for construction of _____, Contract No. _____, the Contract being made a part of this bond by reference, in the time and in the manner prescribed in the Contract and;
2. Pays COUNTY all loss, damages, expenses, costs, and attorney's fees, including appellate proceedings, the COUNTY sustains because of a default by Principal under the Contract and;
3. Performs the guarantee of all-work and materials furnished under the Contract for the time specified in the Contract;

then this bond is void; otherwise it remains in full force. Whenever Principal shall be, and declared by COUNTY to be in default under the Contract, the COUNTY having performed COUNTY'S obligations thereunder, the Surety may promptly remedy the default or shall promptly:

(1) Complete the Contract in accordance with its terms and conditions; or

(2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the COUNTY elects, upon determination by the COUNTY and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and COUNTY, and make available as the work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this Paragraph) sufficient funds to pay the costs of completion, less the balance of the Contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price" as used in this paragraph, shall mean the total amount payable by COUNTY to Principal under the Contract and any amendments thereto, less the amount properly paid by COUNTY to Principal.

Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this bond. Any increase in the total contract amount as authorized by the COUNTY shall accordingly increase the Surety's obligation by the same dollar amount of said increase. The Principal shall be responsible for notification to Surety of all such changes.

CONTRACT PERFORMANCE BOND

Surety expressly acknowledges its obligations and liabilities for liquidated damages suffered by COUNTY under the provisions of the Contract Documents.

See subsection (2) of Section 255.05, Florida Statutes as amended for the notice and time limitations for claimants.

Dated on _____, 20____

PRINCIPAL:

By: _____
Signature

Attest as to the signature of Principal

Title

Title
(SEAL)

Address: _____

SURETY:

By: _____
Signature

Attest as the signature of Surety

Title

Title

(SEAL)

Address: _____

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners must execute bond.

IMPORTANT: Surety companies executing bonds **must** appear and remain on the U.S. Treasury Department's most current list (Federal Register), during construction, guarantee and warranty periods, and be authorized to transact business in the State of Florida.

CONTRACT PAYMENT BOND

BOND NUMBER: _____

BY THIS BOND, WE, _____, as Principal and _____, a Corporation, as Surety, whose address is _____, are bound to the Palm Beach County Board of County Commissioners, hereinafter called COUNTY, in the sum of \$_____, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Promptly makes payment to all claimants and lienors supplying Principal with labor, materials and suppliers, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract dated _____, 20____, between Principal and COUNTY for construction of _____, Contract No. _____, the Contract being made a part of this bond by reference, in the time and in the manner prescribed in the Contract, and;

2. Pays COUNTY all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, the COUNTY sustains because of a default by Principal under the Contract;

then this bond is void; otherwise it remains in full force.

Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes, does not affect Surety's obligation under this bond. Any increase in the total contract amount as authorized by the COUNTY shall accordingly increase the Surety's obligation by the same dollar amount of said increase. The Principal shall be responsible for notification to Surety of all such changes.

See Section 713.23, Florida Statutes as amended for the notice and time limitations for claimants.

Dated on _____, 20____

PRINCIPAL:

By: _____
Signature

Attest as to the signature of Principal

Title

Title

(SEAL)

Address: _____

CONTRACT PAYMENT BOND

SURETY:

By: _____
Signature

Attest as the signature of Surety

Title

Title

(SEAL)

Address: _____

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners must execute bond.

IMPORTANT: Surety companies executing bonds **must** appear and remain on the U.S. Treasury Department's most current list (Federal Register), during construction, guarantee and warranty periods, and be authorized to transact business in the State of Florida.

CERTIFICATION OF SUBLET WORK

PALM BEACH COUNTY ENGINEERING AND PUBLIC WORKS DEPARTMENT

ROADWAY CONSTRUCTION SITES

CANNONGATE / HARPERS FERRY BLVD FROM SUMMIT BLVD TO CANNON WAY -
FEDERALIZED

PALM BEACH COUNTY PROJECT NO. 2025214

Pursuant to section 8-1 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction the Contractor shall “not, sell, transfer, assign or otherwise dispose of the Contract or Contracts or any portion thereof, or of the right, title, or interest therein, without written consent of the Department. If the Contractor chooses to sublet any portion of the Contract, the Contractor must submit a written request to sublet work on the Certification of Sublet Work form developed by the Department for this purpose. With the Engineer’s acceptance of the request, the Contractor may sublet a portion of the work, but **shall perform with its own organization work amounting to not less than 40% of the total Contract amount.**”

Subcontractor Name	Subcontract to Whom	Work Description	Total Amt Sublet

All pertinent provisions and requirements of the Contract Documents will be part of any subcontracts. It is agreed that an executed or a certified copy of the subcontract will be submitted upon request, to Palm Beach County (County). All sublets will be in continued compliance with all Contract provisions and that the Contractor will continue to perform the minimum percentage of the Contract Work with its own organization, as required by said Contract. It is recognized and agreed that, as Contractor, the Contractor remains responsible for the proper performance of all requirements of said contract and the County does not relieve or release the Contractor and its Surety or either of them of any liability under the Contract Bond. The Contractor certifies that firms or individuals, debarred or suspended by the FHWA or the County, are not being used as subcontractors. 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 determination of non-responsibility, 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.

Company Name: _____ Authorized Officer: _____

(Print)

Address: _____ Signature: _____

CERTIFICATE OF INSURANCE					DATE (MM/DD/YY)			
PRODUCER: <div>ABC AGENCY</div>			THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.					
			COMPANIES AFFORDING COVERAGE					
			Company A	XYZ MUTUAL ASSURANCE GROUP				
INSURED: <div>XYZ CONTRACTOR</div>			Company B					
			Company C					
COVERAGES								
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE THE PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.								
CO LTR	TYPE OF INSURANCE		POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS		
A	X	COMMERCIAL GENERAL LIABILITY	GL123	XX/XX/XX	XX/XX/XX	GENERAL AGG	\$3,000,000	
		OCCURRENCE FORM				PRODUCTS-COMP/OP	\$1,000,000	
	X	CONTRACTUAL LIABILITY*						
A	X	ANY AUTO	BA123	XX/XX/XX	XX/XX/XX	COMBINED SINGLE LIMIT	\$1,000,000	
		HIRED AUTO						
	X	NON-OWNED AUTO						
		EXCESS LIABILITY				EACH OCCURRENCE		
		UMBRELLA LIABILITY				AGGREGATE		
A		WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY	WC123	XX/XX/XX	XX/XX/XX	X	WC STAT LIMITS	
							E.L. EACH ACCIDENT	\$100,000
							E.L. DISEASE POLICY LIMIT	\$500,000
							E.L. DISEASE EA EMPLOYEE	\$100,000
	OTHER		(USE THIS SECTION FOR OTHER REQUIRED INSURANCE SUCH AS PROFESSIONAL LIABILITY, WATER CRAFT LIABILITY, AIRCRAFT LIABILITY, PROPERTY, AND BUILDER'S INSURANCE, ETC.)					
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS: PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, ITS OFFICERS, EMPLOYEES, AND AGENTS IS ENDORSED AS AN ADDITIONAL INSURED ON COMMERCIAL GENERAL LIABILITY (AND UMBRELLA LIABILITY, IF APPLICABLE). *CONTRACTUAL LIABILITY COVERAGE IS APPLICABLE TO THE INDEMNIFICATION/HOLD HARMLESS PROVISION OF ARTICLE 7-12.1. NOTE: OTHER ENTITIES IN THE RIGHT OF WAY ARE TO BE LISTED INDIVIDUALLY AS ADDITIONALLY INSURED. RE: PROJECT# _____ PROJECT DESCRIPTION: _____								
CERTIFICATE HOLDER:					CANCELLATION:			
Palm Beach County Board of County Commissioners c/o Engineering Department/Roadway Production 2300 N. Jog Road, 3rd Floor West West Palm Beach, FL 33411			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.					
			AUTHORIZED REPRESENTATIVE <div>MUST BE SIGNED</div>					

PROJECT:
(Name)
TO:
(Contractor)

CHANGE ORDER NO:
COUNTY PROJECT NO:
CONTRACT DATE:
RESOLUTION NO:
DISTRICT NO:

You are directed to make the following changes in this Contract:

The original Contract Sum was	.	.	.	.	.	.	\$
Net change by previous Change Orders	.	.	.	.	.	.	\$
The Contract Sum prior to this Change Order was	.	.	.	.	.	.	\$
The Contract Sum will be increased by this Change Order	.	.	.	.	.	.	\$
The new Contract Sum including this Change Order will be	.	.	.	.	.	.	\$
The Contract Time will be increased by.	.	.	.	.	.	.	( ) Days
The Date of Completion including this Change Order therefore is	.	.	.	.	.	.

EXECUTION OF THIS CHANGE ORDER ACKNOWLEDGES FINAL SETTLEMENT OF, AND RELEASES ALL CLAIMS FOR, COSTS AND TIME ASSOCIATED, DIRECTLY OR INDIRECTLY, WITH THE ABOVE-STATED MODIFICATION(S). INCLUDING ALL CLAIMS FOR CUMULATIVE DELAYS OR DISRUPTIONS RESULTING FROM, CAUSED BY, OR INCIDENT TO, SUCH MODIFICATION(S), AND INCLUDING ANY CLAIM THAT THE ABOVE-STATED MODIFICATION(S) CONSTITUTES, IN WHOLE OR PART, A CARDINAL CHANGE TO THE CONTRACT.

CONTRACTOR

Address

NAME: _____

SIGNATURE: _____

TITLE: _____

DATE: _____



**PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS
ENGINEERING & PUBLIC WORKS DEPARTMENT
P. O. BOX 21229, WEST PALM BEACH, FL 33416-1229**

REQUEST:

☐ WORK ORDER NO. _____
☐ NEW AUTHORIZATION _____
☐ CHANGE ORDER NO. _____
☐ SUPPLEMENTAL NO. _____
☐ OTHER: _____

REQUESTING DIVISION:

☐ ROAD & BRIDGE
☐ TRAFFIC
☐ ROADWAY PRODUCTION
☐ CONSTRUCTION COOR.
☐ STREETScape

INFORMATION:

DATE _____
REQUESTOR _____
COMMISSION DISTRICT NO: _____
RESOLUTION NO: R _____
PBC PO NUMBER: _____

PROJECT LOCATION/LIMITS: _____

PROJECT NUMBER: _____

BUDGET LINE ITEM: _____

CONTRACT NO: _____

CONTRACT DATE: _____

CONTRACTOR/CONSULTANT/VENDOR: _____

VENDOR # _____

CONTACT: _____

CONTACT PHONE NUMBER: _____

Details:

Attachment "A" - Change Order Details

Attachment "D" - Certificate of Insurance

Attachment "B" - Bond Rider

Attachment "E" - Change Order History

Attachment "C" - EBO Schedules

The total amount of this request, per the attached documentation, is not to exceed \$ _____

The Contractor's proposed Small Business Enterprise (SBE) goal for this project was _____ %.

The estimated SBE participation for this request is _____ %.

The cumulative SBE participation to date for this Contract including this request is _____ %.

Palm Beach County Engineering and Public Works Contact:

Name	Title	Telephone Number
_____	_____	_____

CONTRACTOR/CONSULTANT/VENDOR APPROVALS

Please indicate your receipt of this request by signing and returning this original document to our office.

Signature Date

Print Name and Title

ENGINEER OF RECORD (If applicable)

Signature Date

Print Name and Title

PALM BEACH COUNTY APPROVALS

Division Approval Date

Deputy County Engineer Date

BOARD APPROVAL? No Date: _____

Budget Approval Date

Contract Review Committee (when required) Date

FORM OF GUARANTEE

BOND NO. _____

GUARANTEE FOR (Contractor and Surety Name) _____

We the undersigned hereby guarantee that the CANNONGATE / HARPERS FERRY BLVD FROM SUMMIT BLVD TO CANNON WAY - FEDERALIZED (Project), Project Number 2025214, Palm Beach County, Florida, which we have constructed and bonded, has been done in accordance with the plans and specifications; that the work constructed will fulfill the requirements of the guaranties included in the Contract Documents. We agree to repair or replace any or all of our work, together with any work of others which may be damaged in so doing, that may prove to be defective in the workmanship or materials within the warranty period of one year from the date of Final Completion of all the above named work by the County of Palm Beach, State of Florida, without any expense whatsoever to said County of Palm Beach, ordinary wear and tear and unusual abuse or neglect excepted by the County. When correction work is started, it shall be carried through to completion.

In the event of our failure to acknowledge notice, and commence corrections of defective work within five (5) calendar days after being notified in writing by the Board of County Commissioners, Palm Beach County, Florida, we, collectively or separately, do hereby authorize Palm Beach County to proceed to have said defects repaired and made good at our expense and we will honor and pay the costs and charges therefore upon demand.

County and (contractor, engineer, architect as applicable) agree that the provisions of Florida Statute Chapter 558 shall not apply to this contract.

Dated _____
(notice of final acceptance date)

SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY

(Contractor) (Seal)

By: _____
(Signature) (Printed Name and Title)

(Surety) (Seal)

By: _____
(Signature) (Printed Name and Title)

CONSENT OF SURETY FOR FINAL PAYMENT

BOND NUMBER: _____

PROJECT NAME: _____

PROJECT LOCATION: _____

PROJECT NUMBER: _____ CONTRACT NUMBER: _____

CONTRACT DATE: _____

In accordance with the provisions of the above named Contract between the County and the Contractor, the following named Surety Company:

[name and address of Surety]

On the PUBLIC CONSTRUCTION BOND of the following named Contractor:

[name and address of Contractor]

hereby approves of final payment by County to the Contractor, and further agrees that said final payment to the Contractor shall not relieve the Surety Company named herein of any of its obligations to the Palm Beach County, Board of County Commissioners, 301 N. Olive Avenue, West Palm Beach, Florida 33401, as set forth in said Surety Company's bond:

IN WITNESS WHEREOF, the Surety Company has hereunto set its hand and seal this _____ day of _____, 20_____.

(Attest) Witness Signature

(Name of Surety Company)

(Witness Printed Name)

(Signature of Surety's Authorized Representative)

(Printed Name and Title)

(Seal)

FINAL WAIVER AND RELEASE OF CLAIM

KNOW ALL BY THESE PRESENTS, that the undersigned, to induce the final payment in the sum of \$ _____, and other valuable considerations and benefits to the undersigned accruing does upon receipt of payment waive, release and quit claim all claims or demands of every kind whatsoever against the project, commonly known as _____ "Project", and Palm Beach County, Florida, on account of work and labor performed, and/or materials furnished in connection with the above described Project, or any part thereof.

It being understood that this is a Final Waiver and Release of Claim, and the undersigned warrants that no assignment of said claim, nor the right to perfect a claim against any real estate by virtue of the accrual of said payment, has or will be made, and the undersigned has the right to execute this Final Waiver and Release, and that all laborers employed by the undersigned in connection with the Project, to the extent of the payment herein referred to, have been fully-paid and all materials, supplies and personnel are free and clear of conditional bill of sale and/or retain title contracts.

IN WITNESS WHEREOF, I have hereunto set my hand and seal and I hereby acknowledge that the foregoing statements are true and correct this _____ day of _____, 20 ____.

WITNESS:

CONTRACTOR

Signature

Company Name

Print Name

BY _____

Signature

Print Name

Title

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20 ____, by _____

as _____ for _____, on behalf
(title of officer/member/partner) (name of corporation/company/partnership)

of the _____, who is ☐ personally known to me or has
[choose one] corporation/company/partnership

produced _____ (type of identification) as identification.

(Signature of Notary Public - State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)

Form 1

STATE OF FLORIDA

COUNTY OF _____

Before me the undersigned authority in said county and state, personally appeared _____, who being first duly sworn, deposes and says that he is:

_____ (a) President (or Vice President) of _____
corporation authorized to do business under the laws of Florida and which Corporation is the contractor;

OR

_____ (b) a partner of the firm of _____
composed of _____ and _____, doing business
under the name of _____, which firm is the contractor;

OR

_____ (c) the individual who, doing business under the trade name of _____
is the contractor,

on project No. _____, Road _____
_____ in _____
County, Florida, under Resolution No. _____ with the County of Palm Beach dated
the _____ day of _____ 20____; that the deponent knows of his own
knowledge that:

1. The said contract has been complied with in every particular by said contractor and that all parts of the work have been approved by the Director of Construction Coordination of the County of Palm Beach.
2. The contractor has not offered or made any gift or gratuity to, or made any financial transaction of any nature with, any employee of the Department in connection with obtaining or performing said contract.
3. All amounts payable for labor, materials or otherwise, in connection with said contract and work, have been paid except for normal sub-contract retainages, which will be satisfied upon payment and/or release of retainage withheld under this contract.
4. There are no claims or suits pending against said contractor or anyone in connection with the work done, materials furnished or otherwise under said contract, except as listed below. As to any such exception listed below, the contractor has stated the name of the entity making claim, the name of the entity against whom the claim is being made, and demonstrated below good cause as required by Section 337.11(10)(b), Florida Statutes.

(Affix Corp. Seal)

(Deponent)

(Print Name)

(Title)

CONTRACTOR: _____

PROJECT: _____

Form 2

We, the _____, having heretofore executed a performance and payment bond for the above named contractor covering the project and road described above hereby agree that the County of Palm Beach may make full payment of the final estimate, including the retained percentage, to said contractor.

It is fully understood that the granting of the right of the County of Palm Beach to make the payment of the final estimate to said contractor and/or his assignee, shall in no way relieve the surety company of its obligations under its bond, as set forth in the specifications and contract, including an amendments hereto, pertaining to the above project and road.

IN WITNESS WHEREOF, the _____ has caused the Instrument to be executed on its behalf by its _____ and/or its duly authorized attorney in fact, and its corporate seal to be hereto affixed, all on this _____ day of _____, A.D. 20____.

SURETY COMPANY

(AFFIX SEAL)

BY: _____
It's Attorney in Fact

(Power of Attorney must be attached
if executed by Attorney in Fact)

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____ as _____
_____ for _____,

(e.g. attorney in fact) (name of Surety)

on behalf of said surety, and who is ☐ personally known to me or has produced _____(type of identification) as identification, and who acknowledges that [circle one] he/she executed said instrument for the purpose therein expressed and that [circle one] he/she has due and legal authority to execute the same on behalf of said surety

(Signature of Notary Public - State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)

Countersignature: _____

Required ONLY if executed by Non Florida Resident Agent

RECORD OF CONSTRUCTION MATERIALS AFFIDAVIT

I _____, _____
(NAME) (TITLE)

OF _____
(NAME OF FIRM)

I solemnly swear and affirm, that as Prime Contractor, the work under the above-named contract and all amendments thereto have been completed and materials supplied in accordance with the requirements of said contract. I have preserved in my files, for inspection by the Department, all invoices and records of materials as required by Article 9-7 of the applicable specifications. These records include all materials purchased by subcontractors and represent all commercial construction materials used in the construction of Project No. _____.

(Contract No. _____) in _____ County, and that the information is true and correct.

Signed _____

STATE OF FLORIDA

COUNTY OF

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this day of , 20 , by _____

as _____ for _____, on behalf
(title of officer/member/partner) (name of corporation/company/partnership)

of the _____, who is ☐ personally known to me or has
[choose one] corporation/company/partnership

produced (type of identification) as identification.

(Signature of Notary Public - State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)

DISBURSEMENT OF PREVIOUS PERIODIC PAYMENTS TO SUBCONTRACTORS

DATE: _____

PROJECT: _____

PROJECT NO: _____

TO APPLY TO MONTHLY ESTIMATE FOR _____, 20____
(Month)

_____, prime contractor for the above referenced contract, hereby certifies that all subcontractors having interest in this contract have received their pro rata share of all previous periodic payments made by the County for all work completed and materials and equipment furnished under the contract, except for \$ _____ which is in dispute with

_____ (leave blank if fully paid) as a result of back charges (attach explanation of back charges, if applicable). The term "subcontractor", as used herein, shall also include persons or firms furnishing materials, or equipment incorporated into the work or stockpiled in the vicinity of the project for which partial payment has been made by the County, and work done under equipment-rental agreements.

THIS AFFIDAVIT IS DONE WITH THE UNDERSTANDING THAT CONTRACT PAYMENTS ARE BASED ON THE TRUTH AND VERACITY OF THIS DOCUMENT AND ANY MISREPRESENTATION HEREUNDER COULD RESULT IN AN ACTION FOR BREACH OF CONTRACT AND/OR LOSS, REDUCTION, OR RETENTION OF FUTURE CONTRACT PAYMENTS.

Contractor

Signature

Print Name

Title

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or

☐ online notarization, this ____ day of _____, 20____, by _____
as _____ for _____, on behalf
(title of officer/member/partner) (name of corporation/company/partnership)

of the _____, who is ☐ personally known to me or has
[choose one] corporation/company/partnership

produced _____ (type of identification) as identification.

(Signature of Notary Public - State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)

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DISBURSEMENT OF FINAL PAYMENT TO SUBCONTRACTORS

DATE: _____

PROJECT: _____ PROJECT NO: _____

TO APPLY TO FINAL ESTIMATE NO. _____, 20____.

_____, prime contractor for the above referenced contract, hereby certifies that all subcontractors having interest in this contract have received their pro rata share of all previous periodic payments made by the County for all work completed and materials and equipment furnished under the contract, except for \$ _____ which is in dispute with _____ (leave blank if fully paid) as a result of back charges (attach explanation of back charges if applicable). The term "subcontractor" as used herein shall also include persons or firms furnishing materials, or equipment incorporated into the work for which final payment has been made by the County, and work done under equipment-rental agreements.

The following are to be paid from the final payment:

Sub-Contractor or Supplier	Amount
Sub-Contractor or Supplier	Amount
Sub-Contractor or Supplier	Amount
Sub-Contractor or Supplier	Amount
Sub-Contractor or Supplier	Amount

(Use Attachment for Additional Sub-Contractor or Suppliers)

THIS AFFIDAVIT IS DONE WITH THE UNDERSTANDING THAT CONTRACT PAYMENTS ARE BASED ON THE TRUTH AND VERACITY OF THIS DOCUMENT AND ANY MISREPRESENTATION HEREUNDER COULD RESULT IN AN ACTION FOR BREACH OF CONTRACT AND/OR LOSS, REDUCTION OR RETENTION OF FUTURE CONTRACT PAYMENTS.

Contractor

By

Title

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____

as _____ for _____, on behalf
(title of officer/member/partner) (name of corporation/company/partnership)

of the _____, who is ☐ personally known to me or has
[choose one] corporation/company/partnership

produced _____ (type of identification) as identification.

(Signature of Notary Public - State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)

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