

R-2020-0132

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R2020 0132

FEB 11 2020

**PALM BEACH COUNTY, FLORIDA**

**PROJECT NAME: ANNUAL GUARDRAIL  
CONTRACT**

**PROJECT NO.: 2020052**

Cover

**R2020 0132**

**FEB 11 2020**

**CONTRACT DOCUMENTS**

**FOR**

**CONSTRUCTION**

**OF**

**ANNUAL GUARDRAIL CONTRACT**

**PALM BEACH COUNTY, FLORIDA**

**PROJECT NO. 2020052**

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**NOTICE TO BIDDERS**

**NOTICE TO BIDDERS**

**A PRE-BID MEETING WILL BE HELD ON**

**THURSDAY SEPTEMBER 12, 2019 AT 10:30 A.M.**

**AT THE ENGINEERING & PUBLIC WORKS DEPARTMENT**

**IN THE THIRD FLOOR MAIN CONFERENCE ROOM (3W-12)**

**LOCATED AT 2300 NORTH JOG ROAD**

**WEST PALM BEACH, FLORIDA, 33411-2745**

**IF THERE ARE ANY QUESTIONS**

**CONCERNING THIS MEETING,**

**PLEASE CONTACT THE OFFICE OF**

**ROADWAY PRODUCTION**

**AT 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 & 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, October 1, 2019**, for furnishing all Materials, labor, Equipment and supplies necessary for the Construction of:

### ANNUAL GUARDRAIL CONTRACT PALM BEACH COUNTY PROJECT NO. 2020052

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.co.palm-beach.fl.us/webapp/vssp/AltSelfService>

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 \$25. 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 Pre-Bid Meeting will be held on Thursday, September 12, 2019 at 10:30 A.M.**, in the Third Floor Construction Coordination Office (3W-57) in the Palm Beach County Building at 2300 North Jog Road, West Palm Beach, Florida. Attendance at this pre-bid meeting 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.

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:  
SHARON R. BOCK, CLERK & COMPTROLLER

BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY, FLORIDA

DAVID RICKS, P.E., COUNTY ENGINEER

BY: Mack Bernard, Mayor

PUBLISH: PALM BEACH POST  
SUNDAY: SEPTEMBER 1, 2019  
SUNDAY: SEPTEMBER 8, 2019

## SUBMITTALS REQUESTED WITH BID

At a minimum, submit one original package containing the following:  
(see contract documents to determine if other requirements apply)

- EBO Schedules 1 & 2 (pages EBO-1, EBO-2) ✓
- All Proposal Pages (P Pages) ✓
- Signed Contractor's Certification (Last P Page) ✓
- Signed/Sealed Local Preference (Page LP-2) ✓  
with Copy of Bidder's Palm Beach County Tax Receipt (If Eligible)
- Signed/Sealed Living Wage (Pages LW-2, LW-3, LW-4) ✓
- Scrutinized Companies (Page SC-1) ✓
- Acknowledged/Sealed Bid Bond and Bid Bond forms pages BB-1 and BB-2
- Certificate of Resolution (Page CC-1) ✓
- Copy of Firm's Active License to Conduct Business in the State of Florida ✓
- "Documentation of Experience and Resources", If Required

MR

If Prime Contractors have not performed **similar work** with the Palm Beach County Engineering and Public Works Department **within the past three years as a prime** Contractor, failure to submit the required "Documentation of Experience and Resources" **with the bid will cause the bid to be considered Non-Responsive.**

(See pages GP-2 and GP-3, Section 2-1 for full requirement text.)

## INSTRUCTIONS TO BIDDERS

Prospective Bidders are hereby advised that Division I of the FDOT Standard Specifications for Road and Bridge Construction 2017 (and as amended herein) ("Specifications") shall serve as instructions to Bidders along with the following:

1. **VSS REGISTRATION REQUIRED:** Prior to Contract award or renewal ("Award"), Contractor must register in the County's Vendor Self Service ("VSS") at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. 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.
2. **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 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.
3. **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.
4. **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@pbcgov.org***

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.co.palm-beach.fl.us/webapp/vssp/AltSelfService> 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

## INSTRUCTIONS TO BIDDERS

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.

5. **POSTING OF BID TABULATIONS:** Recommended award will be posted for review by interested parties at the Engineering & Public Works Department located at 2300 N. Jog Rd., Suite #3W-33, West Palm Beach, Florida, 33411-2745, Florida, and will remain posted for a period of at least seventy-two (72) hours prior to approval by the Board of County Commissioners. Failure to file a protest to the Director of Purchasing Department within the time prescribed in the County Purchasing Ordinance shall constitute a waiver of proceedings under the referenced County Ordinance.

6. **EQUAL BUSINESS OPPORTUNITY PROGRAM**

**6.1 Policy.** It is the policy of the Board of County Commissioners of Palm Beach County, Florida, (the Board) that all segments of its business population, including, but not limited to, small, local, minority and women owned businesses, have an equitable opportunity to participate in the County's procurement process, prime contract and subcontract opportunities. To that end, the Board adopted an Equal Business Opportunity Ordinance which is codified in Sections 2-80.20 through 2-80.30 (as may be amended) of the Palm Beach County Code, (EBO Ordinance) which sets forth the County's requirements for the EBO program, and which is incorporated in this solicitation. A bidder must comply with the requirements contained in this section for a bidder to be deemed responsive to the solicitation requirements. The provisions of the EBO Ordinance are applicable to this solicitation, and shall have precedence over the provisions of this solicitation in the event of a conflict.

**6.1.2 Definitions.** The following terms, phrases, words and their derivations shall have the meanings given. Where not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, "any" includes "all," "and" includes "or." Capitalized terms are defined as set forth in the EBO Ordinance, and in the Contract.

- A. "prime" and "prime contractor" mean, refer, and relate to "Prime Contractor," as defined in the EBO Ordinance, and to "Bidder" and "Contractor," as defined in the Contract, and as applicable.
- B. "solicitation" and "solicit" mean, refer, and relate to Advertisement for Bid, as defined in the Contract.

**6.2 Affirmative Procurement Initiatives (APIs).** The API approved for this Project, including any applicable SBE or MWBE goals, is:

A waiver of API requirements was approved by the Office of Equal Business Opportunity on April 23, 2019 based upon the determination that sufficient qualified S/M/WBEs providing the goods or services required by the contract are unavailable in Palm Beach County despite every reasonable attempt to locate them.

## INSTRUCTIONS TO BIDDERS

Any bid that fails to comply with the API requirements stated in this solicitation after the period allowed for waiver requests has lapsed shall be deemed non-responsive. See also the EBO Ordinance and Countywide PPM CW-O-043 for further information on APIs.

**6.3 API Waiver Requests/Good Faith Efforts.** If Bidder is unable to comply with the API requirements as set forth in this solicitation, such Bidder shall submit a request for a waiver or partial waiver at least (7) business days prior to the bid due date as stated in the solicitation. *If a bidder requests a waiver from an API from the Office of EBO at least 7 business days prior to the bid due date, then the bid due date will be extended pending the outcome of a waiver request. Additionally, if the waiver is granted, the solicitation will be amended accordingly and the due date extended again.*

Such waiver request shall include specified documentation that demonstrates satisfactory Good Faith Efforts (as defined below) were undertaken by Bidder to comply with the requirements as described under the selected API. The Good Faith Effort waiver request shall be reviewed by the Office of EBO within seven (7) business days of receipt. The bid due date will be extended during this review period. If the Office of EBO determines that adequate Good Faith Efforts have been demonstrated by the Bidder to warrant a partial or total waiver of the API, then the solicitation shall be amended accordingly to reflect the partial or total waiver, and any bids received by the County in the interim shall be returned unopened. The amended solicitation shall then be advertised to all prospective Bidders and the bid due date extended. However, if the Office of EBO determines that the Bidder failed to submit documentation sufficient to demonstrate that Good Faith Efforts were undertaken by the Bidder to support its waiver or partial waiver request, the request for waiver or partial waiver shall be denied, and the solicitation shall remain unchanged. In the event of an adverse waiver or partial waiver request decision, the Bidder shall have the right to request reconsideration of the adverse decision by the Director of the EBO Office, and if still aggrieved, shall be subsequently entitled to the process for an appeal to a Special Master as referenced in Section 2.-80.28 (b) of the EBO Ordinance. The solicitation due date shall be extended pending the EBO Director reconsideration and Special Master appeal process if requested.

Good Faith Efforts means documentation of the Bidder's intent to comply with the applicable APIs, including, but not limited to, the following: (1) documentation as stated in the solicitation reflecting the Bidder's commitment to comply with SBE or M/WBE goals as established by the Office of EBO for a particular contract; or (2) documentation of efforts made toward achieving EBO program goals (e.g., solicitations of bids/proposals/qualification statements from all qualified SBE firms or M/WBE firms listed in the Office of EBO's directory of certified SBE or M/WBE firms; correspondence from qualified SBE or M/WBE firms documenting their unavailability to perform SBE or M/WBE contracts; documentation of efforts to subdivide work into smaller quantities for subcontracting purposes to enhance opportunities for SBE or M/WBE firms; documentation of a Prime Contractor's posting of a bond covering the work of SBE or M/WBE subcontractors; documentation of efforts to assist SBE or M/WBE firms with obtaining financing, bonding or insurance required by the Bidder; and documentation of consultations with trade associations and consultants that represent the interests of SBE and/or M/WBEs in order to identify qualified and available SBE or M/WBE subcontractors). Scoring of Good Faith Efforts

## INSTRUCTIONS TO BIDDERS

documentation and administrative determinations regarding the adequacy of such Good Faith Efforts is the responsibility of the Office of EBO.

**6.4 Bid Submission Documentation.** S/M/WBE bidders, bidding as prime contractors, are advised that they must complete Schedule 1 listing the Work to be performed by their own workforce as well as the Work to be performed by any subcontractor, including S/M/WBE subcontractors. Failure to include this information on Schedule 1 will result in the participation by the S/M/WBE prime bidders own workforce NOT being counted towards meeting the S/M/WBE goal. This requirement applies even if the S/M/WBE contractor intends to perform 100% of the Work with their own workforce.

**All Bidders are required to submit with their bid the appropriate EBO schedules in order to be deemed responsive to this solicitation. EBO documentation to be submitted is as follows:**

OEBO Forms are available at the following website

<http://discover.pbcgov.org/oebo/Pages/Compliance-Programs.aspx>

**Schedule 1 - List of All Proposed Subcontractors, including S/M/WBE Participation.** A completed Schedule 1 shall list the names of **all** subcontractors, including S/M/WBE subcontractors, intended to be used in performance of the contract, if awarded. This schedule shall also be used if an S/M/WBE prime bidder is utilizing any subcontractors.

**Schedule(s) 2 - Letter(s) of Intent to Perform as a Subcontractor, including S/M/WBE Subcontractors.** A Schedule 2 for each subcontractor, including each S/M/WBE subcontractor, listed on Schedule 1, shall be completed and executed by the proposed subcontractor. The type of Work to be performed by each subcontractor and the dollar value or percentage shall also be specified. Additional copies may be made as needed. A completed Schedule 2 is a binding agreement between the prime contractor and the subcontractor and should be treated as such.

Completed and submitted EBO forms are incorporated into and made a part of the Contract Documents. Schedules 1 and 2 shall be submitted with each work order.

**5.5 S/M/WBE Certification.** Only those firms certified by Palm Beach County at the time of bid opening shall be counted toward the established S/M/WBE goal. Upon receipt of a complete application, **IT TAKES UP TO NINETY (90) DAYS TO BECOME CERTIFIED AS AN S/M/WBE WITH PALM BEACH COUNTY.** It is the responsibility of the bidder to confirm the certification of any proposed S/M/WBE; therefore, it is recommended that bidders visit the on-line S/M/WBE Directory at [www.pbcgov.org/osba](http://www.pbcgov.org/osba) to verify S/M/WBE certification.

### **6.6 Counting S/M/WBE Participation.**

Once a firm is determined to be an eligible S/M/WBE according to the Palm Beach County certification procedures, the Prime may count toward its S/M/WBE goals only that portion of the total dollar value of a contract performed by the S/M/WBE.

The Prime may count toward its S/M/WBE goal a portion of the total dollar value of a contract with a joint venture, eligible under the standards for certification, equal to the percentage of the ownership and control of the S/M/WBE partner in the joint venture.

## INSTRUCTIONS TO BIDDERS

The Prime may count toward its S/M/WBE goal the entire expenditures for materials and equipment purchased by an S/M/WBE subcontractor, provided that the S/M/WBE subcontractor has the responsibility for the installation of the purchased materials and equipment.

The Prime may count the entire expenditure to an S/M/WBE manufacturer (i.e., a supplier/distributor that produces goods from raw materials or substantially alters the goods before resale).

The Prime may count sixty percent (60%) of its expenditure to S/M/WBE suppliers/distributors that are not manufacturers.

The Prime may count toward its S/M/WBE goal second and third tiered S/M/WBE subcontractors, provided that the Prime submits a completed Schedule 2 form for each S/M/WBE subcontractor.

The Prime may only count towards its S/M/WBE goal the goods and services in which the SBE is certified.

A certified S/M/WBE Prime may count toward the established goal the goods and services in which it performs with its own work force. The Prime S/M/WBE shall submit a completed Schedule 1 and 2.

**6.7 S/M/WBE Participation.** Bidder represents and warrants that Bidder will meet the S/M/WBE participation percentages submitted in its bid with the subcontractors contained on Schedules 1 and 2 and at the dollar values specified. Bidder agrees to provide any additional information requested by the County to substantiate participation.

**6.8 Post Bid Waiver Request.** After submission of a bid, if Bidder, through no fault of its own, is unable to meet the S/M/WBE participation specified in its bid, then Bidder must immediately seek substitute S/M/WBEs to fulfill the requirements and obtain the approval of the EBO Director. If, after reasonable Good Faith Efforts, the Bidder is unable to find an acceptable substitute S/M/WBE, a post-bid opening waiver may be requested. The request shall document the reasons for the Bidder's inability to meet the goal requirement. In the event the Bidder is found not to have performed Good Faith Efforts in its attempt to find a suitable substitute for the initial S/M/WBE proposed utilization, one (1) or more of the penalties and sanctions as set forth herein may be imposed by the EBO Office.

**6.9 Responsibilities after Contract Award.** The successful Bidder is required to submit accurate progress payment information with each pay application regarding each of its subcontractors, including S/M/WBE subcontractors. The Department shall audit the reported payments to S/M/WBE and non-S/M/WBE subcontractors to ensure that the Contractors' reported subcontract participation is accurate. Absent a waiver from the Office of EBO, a Contractor's failure to reach the required level of S/M/WBE subcontracting shall be considered a material breach of contract. In the event of Contractor non-compliance, the Contractor shall be subject to any penalties and sanctions available under the terms of the EBO Ordinance, its contract with the County, or by law.

The successful Bidder shall submit the following forms with each pay application:

## INSTRUCTIONS TO BIDDERS

**Schedule 3 – Subcontractor Activity Form.** This form shall be submitted by the prime contractor with each payment application when subcontractors, including S/M/WBE subcontractors, are utilized in the performance of the contract. This form shall contain the names of all subcontractors, including S/M/WBE subcontractors, specify the subcontracted dollar amount for each subcontractor approved change orders, revised subcontractor contract amount, including S/M/WBE contract amount, amount drawn this period, amount drawn to date, and payments to date issued to subcontractors. This form is intended to be utilized on all non-professional services contracts.

**Schedule 4 – Subcontractor Payment Certification, including S/M/WBEs.** A Schedule 4 for **each subcontractor**, including each S/M/WBE, shall be completed and signed by each subcontractor, including each S/M/WBE, after receipt of payment from the prime. The prime shall submit this Schedule 4 with each payment application submitted to the County to document payment issued to a subcontractor in the performance of the Contract.

The successful bidder shall submit an S/M/WBE Activity Form (Schedule 3) and Subcontractor Payment Certification Forms (Schedule 4) with each payment application. **Failure to provide these forms may result in a delay in processing payment or disapproval of the invoice until they are submitted.** The S/M/WBE Activity Form (Schedule 3) is to be filled out by the Prime Contractor and the Subcontractor Payment Certification Form (Schedule 4) is to be executed by each subcontractor to verify receipt of payment.

Upon letter notification by the County that the payment tracking system is automated, the prime contractor is required to input all subcontractor payment information directly into the County's contract information system prior to submitting a payment application.

**6.10 S/M/WBE Substitution after Contract Award.** After Contract award, the Contractor may only substitute a certified S/M/WBE subcontractor who is unwilling or unable to perform, and such substitution may only be done with another certified S/M/WBE, in order to maintain the S/M/WBE percentage(s) submitted with the bid. Any desired change, including substitution, termination, or self-performance, in the S/M/WBE Participation Schedule (Schedule 1) shall be approved in writing in advance by the Office of EBO and the Department, and shall indicate the Prime Contractor's Good Faith Efforts to substitute any certified S/M/WBE with another certified S/M/WBE Subcontractor, as appropriate. Upon receiving approval of substitution for the S/M/WBE subcontractor, the Prime must submit a completed and signed Schedule 2 by the proposed S/M/WBE subcontractor. Subcontractor shall specify the type of Work to be performed, and the cost or percentage. In the event the Prime Contractor is found not to have performed Good Faith Efforts in its attempt to find a suitable substitute for the S/M/WBE subcontractor, one (1) or more of the penalties and sanctions as set forth herein may be imposed by the Office of EBO.

**6.11 Change Orders and Modifications.** If the County's issuance of an alternate or change order on a project results in changes in the scope of Work to be performed by a S/M/WBE subcontractor listed at bid opening, the Prime must submit a modified, completed and signed Schedule 2 that specifies the revised scope of Work to be performed by the S/M/WBE, along with the price and /or percentage.

## INSTRUCTIONS TO BIDDERS

**6.12 EBO Program Compliance, Enforcement, Penalties.** Under the EBO Ordinance, the Office of EBO is required to implement and monitor S/M/WBE utilization during the term of any contract resulting from this solicitation. It is the County's policy that S/M/WBEs shall have the maximum feasible opportunity to participate in the performance of County contracts. All Bidders are required to comply with the EBO Ordinance which is incorporated herein by reference and are expected to comply with the APIs applicable to this solicitation, as well as the S/M/WBE utilization proposed by a Bidder in its Bid, as the utilization plan and APIs are automatically incorporated into and made a material component of any resulting Contract.

The EBO Office and the Department shall have the right to request and review Contractor's books and records to verify Contractor's compliance with the Contract, adherence to the EBO Program and its Bid. The EBO Office and the Department shall have the right to interview subcontractors and workers at the work site to determine Contract compliance. Contractor shall retain all books and records pertaining to this Contract, including, but not limited to, subcontractor payment records, for four (4) years after project completion date, or such longer time as may be required in other provisions of this Contract, and make such records available for inspection in Palm Beach County by the EBO Office and the County at any reasonable time during the four (4) years.

The Director of the Office of EBO or designee may require such reports, information, and documentation from Contractor as are reasonably necessary to determine compliance with the EBO Ordinance requirements. Contractor shall correct all noncompliance issues within 15 calendar days of a written notice of noncompliance by the contracting department or the EBO Office. If the Contractor does not resolve the non-compliance within 15 days of receipt of written notice of non-compliance, then the Director of the Office of EBO or designee may impose upon the non-complying party any or all of the following penalties:

- a. Suspension of contract;
- b. Withholding of funds;
- c. Termination of contract based upon a material breach of contract pertaining to EBO Program compliance;
- d. Suspension or Debarment of a respondent or bidder, contractor or other business entity from eligibility for providing goods or services to the County for a period not to exceed three (3) years; and
- e. Liquidated damages equal to the difference in dollar value of S/M/WBE participation as committed to in the contract, and the dollar value of S/M/WBE participation as actually achieved.

## 7. INCENTIVES

### **Apprentice Incentive**

Palm Beach County offers an Apprentice Incentive payment to a contractor who actually expends a minimum of \$25,000 (including subcontractors) in payroll costs on apprentice wages. For purposes of this section, "apprentice" means any person who is participating in a Florida Department of Education registered apprenticeship program. The Living Wage

## INSTRUCTIONS TO BIDDERS

provisions of this Contract shall not be diminished by paying an apprentice less than the Living Wage.

Upon completion of the Contract, Contractor may apply for the payment which will be added to the Contract by change order. If the County determines that the Contractor complied with the requirements of this section, it will reimburse the contractor 20% of its apprentice wages (including payroll taxes, costs, and benefits) up to a maximum reimbursement of \$100,000. The request must be submitted no later than 45 days after Substantial Completion of the project.

For projects with construction costs of \$20,000,000 or greater, the threshold amount of expenditures for apprentices which must be paid to qualify for the incentive shall increase to \$50,000 and the maximum reimbursement payment to \$200,000.

To be eligible for the Apprenticeship Incentive payment, the apprentice employer (through the Contractor) must provide the following documentation: apprentice name(s), contact information, the apprentice Registered Apprenticeship Partners Information Data System (RAPIDS) Registration number, certification from the apprentice program that the employee was in good standing during the time on the project, registered trade, and certified payroll for the apprentice hours worked on the project.

The Contractor is required to forward all documentation, assembled and submitted by the apprentice employer in accordance with the above paragraph, to the County for review and disposition. Any incentive that the County approves shall be provided to the apprentice employer in full.

### **Glades Resident Incentive**

Palm Beach County offers an incentive Payment to any contractor (and subcontractors) who hires a new employee that is a resident of the Glades area for work on County contracts ("Glades Employee"). For purposes of this section, "resident of the Glades area" means any person whose legal residence is located in the Glades area as defined in the Palm Beach County Local Preference Ordinance.

To be eligible for the Incentive Payment, the employee must be a full-time employee of the Contractor for a minimum of 3 weeks on this project and cannot have worked for the Contractor claiming the Glades Employee as a new hire for 90 days prior to this project. Within 5 days of the Contractor hiring and the Glades Employee reporting to work at the project site, Contractor must provide the following documentation ("Hiring Certification"): Glades Employee name, contact information including legal residence, copy of driver's license or other proof of residence, hire date, start date at project site, and trade. Both the Glades Employee and employer must sign the Hiring Certification with signatures notarized.

The County has the right, but not the obligation, to conduct unannounced field interviews with the Glades Employee to ensure compliance with the requirements of this Section.

## INSTRUCTIONS TO BIDDERS

Upon completion of the Contract, Contractor may apply for the Incentive Payment which will be added to the Contract by change order. The documentation ("Incentive Certification") required includes resubmitting of the Hiring Certification along with the employment end date or last day on the job site (whichever is earlier), a certified payroll for the hours worked on the project, and employee wages and benefits paid. The Incentive Certification must be signed by both the Glades Employee and employer with both signatures notarized. No markup will be allowed either by the General Contractor or a subcontractor.

If the County determines that the Contractor complied with the requirements of this section, it will reimburse the contractor 30% of the new employee(s) wages (including payroll taxes, costs, and benefits) up to a maximum reimbursement of \$100,000. The request must be submitted no later than 45 days after Substantial Completion of the project.

A Contractor can only claim the Incentive Payment once for each Glades Employee within a rolling twelve (12) month period, but the incentive can be claimed across multiple County contracts.

It is a Contract requirement of the Contractor that any reimbursement requested by a subcontractor under this Section be processed by the Contractor to the County for review.

### 8. ANNUAL CONSTRUCTION CONTRACT ON A TASK WORK ORDER BASIS

See Special Provisions for Method of Ordering Work (SP-10) and Annual construction Contract intent and spending limits (pages SP-11, C-1).

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## 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 R2017-1770, 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, gender identity or expression, 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 2017-1770, 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, gender identity or expression, 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 Resolution R-2003-1274, 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 Resolution R2003-1274, 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.

## SPECIAL PROVISIONS

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 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@PBCGOV.ORG](mailto:RECORDSREQUEST@PBCGOV.ORG)  
Or by Telephone at: 561-355-6680**

## SPECIAL PROVISIONS

**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 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. THE 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.

**7. 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.

**8. 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

## SPECIAL PROVISIONS

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.

### **9. 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.

**10. 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.

**11. CONTINGENT ITEMS:** The Contractor shall not use contingent items to meet the EBO goal(s) participation for the Contract. The SBE and M/WBE participation goals established for the Contract, as specified in the Instructions to Bidders, shall include all pay items for the project,

## SPECIAL PROVISIONS

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

**12. 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.

**13. UTILITIES CONTACTS:** Potential utility conflicts may vary with each Work site. Prior to commencing Work, the Contractor shall visit the Work site and ascertain all site conditions, including utilities. It shall be the Contractor's responsibility to avoid conflicts with existing underground and overhead utilities and structures. Contractor shall contact the utility owners to arrange for protection or adjustment of utilities as provided in Section 7.

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 1-800-432-4770** 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.

The Contractor shall properly maintain and protect all utilities. The Contractor shall be responsible for the cost to repair all damages to utilities caused by his operations.

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.

**14. MAINTENANCE OF TRAFFIC:** Maintenance of Traffic (MOT) including Pedestrian MOT shall be incidental to the pay items. 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.

## **SPECIAL PROVISIONS**

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

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.

### **15. SCHOOL ZONE**

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

**16. PREMIUM FOR CONFLICT CONDITION:** Not used.

**17. METHOD OF ORDERING (WORK ORDERS):** The Department(s) will issue Work Orders on an "as needed" basis. All terms and conditions of the Bid are applicable. The individual orders will specify the Work to be performed, its location, a not-to-exceed cost (based on the Contract unit prices), and a schedule for performance. The Contractor must sign and return the unexecuted Work Order within five (5) Working Days of issuance. Then each Work Order will be executed (signed) by the authorized Department representative and notice to commence will be sent to the Contractor. The Contractor's failure or refusal to sign a Work Order within five (5) Working Days does not prevent execution of the Work Order (which is solely by signature of the authorized Department representative), and all Work Orders must be performed upon notice to commence.

Upon completion of the Work Order task, the Contractor will submit an individual invoice, a copy of the original Work Order, the appropriately completed SBE-M/WBE participation forms referenced in Item 7 of the SBE-M/WBE Program section of this Contract, a Contractor's affidavit, and consent of Surety.

Contractor shall comply will all requirements in the Contract Documents for obtaining final payment. Final payment of a Work Order does not terminate the Contract or extinguish the Surety's obligations under the Contract.

The Contractor will receive progress payments based on submitted invoices. The payment amount will be based on the Work done and accepted. No retainage is withheld.

**18. PROSECUTION OF THE WORK:** The Contractor will be required to maintain within Palm Beach County, at all times while this Contract is in effect, the Equipment necessary to properly carry out the provisions of these Specifications. After receiving notice to commence with the Work for a particular project the Contractor shall commence promptly within five (5) Working Days and shall efficiently prosecute the Work with adequate personnel and Equipment until completion, within 30 Calendar Days, or as designated by the County Engineer or his duly appointed representative. Failure to comply with either time requirement shall result in Liquidated Damages, assessed on a Work Order basis and in the amounts shown in Section 8-10.2 of the Standard Specifications.

## **SPECIAL PROVISIONS**

**19. EXTENSION:** This Contract period is for twelve (12) months from the date of BCC approval. The Contract period may be extended for a defined period of time, not to exceed thirty six months total Contract Time, upon approval by the Board of County Commissioners. Option for extension and other Contract deviations will only be exercised upon mutual written agreement through a Board approved Contract Amendment, while adhering to all other original terms, conditions and unit prices of the Contract.

**20. AWARD:** As the best interest of the Board of County Commissioners may require, the right is reserved to make award(s) on an item-by-item basis, Lot-by-Lot basis, all-or-none or any combination thereof. See General Provision 3-2.1.

**21. ANNUAL CONSTRUCTION CONTRACT ON A TASK WORK ORDER BASIS:** The intent of this Contract is to award a Contract to a Contractor(s) to perform Work on a Work task order basis. Work Task Orders shall be issued on an "as needed" basis. See Special Provisions for Method of Ordering Work. The line items in the Proposal pages are intended to set unit prices for the task Work Orders. No tasks are guaranteed as part of this Contract. The total value of Work Orders issued under this Contract shall not exceed the amount listed on page C-1 of this document, however, this may be increased by mutual agreement between the Contractor and Palm Beach County via a Contract Amendment.

**22. PROSECUTION OF THE WORK** – Not Used.

**23. CHARACTER OF WORKMEN AND EQUIPMENT** – Not Used.

### **24. 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.

## SPECIAL PROVISIONS

- 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 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.

### **25. PIPE CULVERTS (STORM SEWER PUMPING & 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, “Pipe Culvert (Storm)”, L.F.

#### **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.

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“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 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.

**26. 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.

**27. 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.

**28. 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.

## SPECIAL PROVISIONS

**29. 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.

**30. 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.

**31. 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.

**32. 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.

**33. COLOR TREATED AND STAMPED CONCRETE (5" THICK):** The Contractor's attention is directed to the pay item for "Color Treated and Stamped Concrete", S.Y. 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, Inc., 561/832-6305), and with the surface textured or imprinted with a pattern (as directed by the 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.

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- 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", S.Y., 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.

**34. 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.

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.

**35. GUARDRAIL & 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.

**36. ADDITIONAL INSURED PARTIES:** The Contractor performing the construction for Palm Beach County (County) shall be required to carry and furnish insurance coverage, in accordance

## SPECIAL PROVISIONS

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.

**37. 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.

**38. NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (N.P.D.E.S) COMPLIANCE:** This Contract requires compliance with the N.P.D.E.S. General Permit. The "Florida Department of Environmental Protection Generic Permit For Stormwater Discharge from Large and Small Construction Activities", dated May 2003, 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](http://dep.state.fl.us/water/stormwater/npdes/permits_forms.htm)

## **SPECIAL PROVISIONS**

The Contractor shall complete and submit the NOI and payment to DEP. 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 S.W.P.P.P. 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 & 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.

### **39. ADDITIONAL REPORTING**

The Department requires Contractor to track during the Project, and report at the end of the Project, on the county of residence of Contractor's employees and its subcontractors' employees. Contractor agrees to prepare and provide the required report with its request for final payment.

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**SPECIAL PROVISIONS**

**PALM BEACH COUNTY**

**CONTRACTOR'S FINAL REPORT**

**COUNTY OF RESIDENCE FOR EMPLOYEES**

(to be submitted with Contractor's Application for Final Payment)

To: Palm Beach County Project Manager

From: Contractor Superintendent

Date:

Project Name:

Project Number:

In accordance with the Special Provisions of the Contract, Contractor reports the following:

Total number of employees of Contractor and subcontractors who worked for more than one day on the Project: \_\_\_\_\_

Number of employees of Contractor and subcontractors who reported their county of residence as Palm Beach County: \_\_\_\_\_

\_\_\_\_\_  
Signed

## SPECIAL PROVISIONS

### 40. NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (N.P.D.E.S) COMPLIANCE (CONTINUED):

#### SITE DESCRIPTION

**Project Name and Location:** Annual Guardrail Contract  
Palm Beach County, Florida

**Palm Beach County Project No.:** 2020052

**Owner Name and Address:** Board of County Commissioners,  
Palm Beach County  
Roadway Production Division  
2300 N. Jog Road  
West Palm Beach, FL 33411

**Work Description:** Guardrail construction

**Runoff Coefficient:** TBD

**Site Area:** TBD

**Site Map:** TBD

**Sequence of Major Soil Disturbing Activities:**

1. Guardrail

**Name of Receiving Bodies:** TBD

## **SPECIAL PROVISIONS**

**41. 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.

**42. 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. 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.

**43. 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

## SPECIAL PROVISIONS

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 P.C. & P.T.).
- Stations/elevations/offsets at P.C.'s, P.T.'s, P.I.'s, low points, high points, horizontal angle points.
- Stations/elevations/offsets at edge-of-pavement (E.O.P.), top-of- curb and back-of-sidewalk, at locations shown on the Plans, at a minimum.
- 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 E.O.P.
- 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 & 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 F.A.C. 5J-17.062 or F.A.C. 61G15-23.

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

## SPECIAL PROVISIONS

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.

### **44. RECORD DRAWINGS and DOCUMENTS (BRIDGE):**

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 P.C. & P.T.).
- Stations/elevations/offsets at P.C.'s, P.T.'s, P.I.'s, low points, high points, horizontal angle points.
- Stations/elevations/offsets at edge-of-pavement (E.O.P.), 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 E.O.P.
- 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 & sealed black line Plans, boldly marked in large print "**RECORD DRAWINGS BRIDGE**".

## SPECIAL PROVISIONS

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:**

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

**45. 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

- OEBO Schedule 3
- Certification of Compliance with the Living Wage Ordinance

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

- OEBO Schedule 3
- OEBO Schedule 4

## SPECIAL PROVISIONS

- Disbursement of Previous Periodic Payments to Subcontractors
- Certification of Compliance with the Living Wage Ordinance

### Final Pay Request

- OEBO Schedule 3
  - OEBO Schedule 4
  - Disbursement of Previous Periodic Payments to Subcontractors
  - Disbursement of Final Payment to Subcontractors
  - Form 1
  - Form 2 including Bonding Affidavit
  - Record of Construction Materials Affidavit
  - Certification of Compliance with the Living Wage Ordinance
  - Equal Business Opportunity (EBO) Final Participation Form
  - Release and Concurrence of Final Payment Amount
  - Form of Guarantee
2. A single list of items (Punch List) required to render the Work complete, satisfactory, and acceptable will be prepared by the Department. The Punch List shall be developed as a result of a joint inspection of the Work, conducted within 30 Calendar Days after reaching substantial completion, by the Contractor, together with the Department, with all unsatisfactory Work listed on the Punch List. The Punch List shall be provided to the Contractor within 5 Working Days of the joint inspection.
  3. 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.

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.

**46. 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.

## SPECIAL PROVISIONS

**47. CLEARING AND GRUBBING:** The Contractor is required to notify the owner of any fences, irrigation systems, etc., that lie within the Right-of-Way, to give them the courtesy to remove them before construction. The Contractor shall replace fences, shrubbery, sod, etc., 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 F.D.O.T. 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.

**48. 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  $\pm 0.2$  feet in depth and  $\pm 6$  inches (each side) in width. Final payment for the Subsoil Excavation, C.Y. will be based on initial and final cross sections, and signed & 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, C.Y. Subsoil Excavation, C.Y., 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.

**49. 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

## SPECIAL PROVISIONS

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

**50. 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.

**51. 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.

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.

**52. E-VERIFY:** The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

**53. 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

## **SPECIAL PROVISIONS**

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>.

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**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 \_\_\_\_\_

Subscribed and Sworn to (or affirmed) before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_ who is personally known to me or has presented \_\_\_\_\_ (type of identification) as identification.

\_\_\_\_\_  
Notary Public Signature and Seal

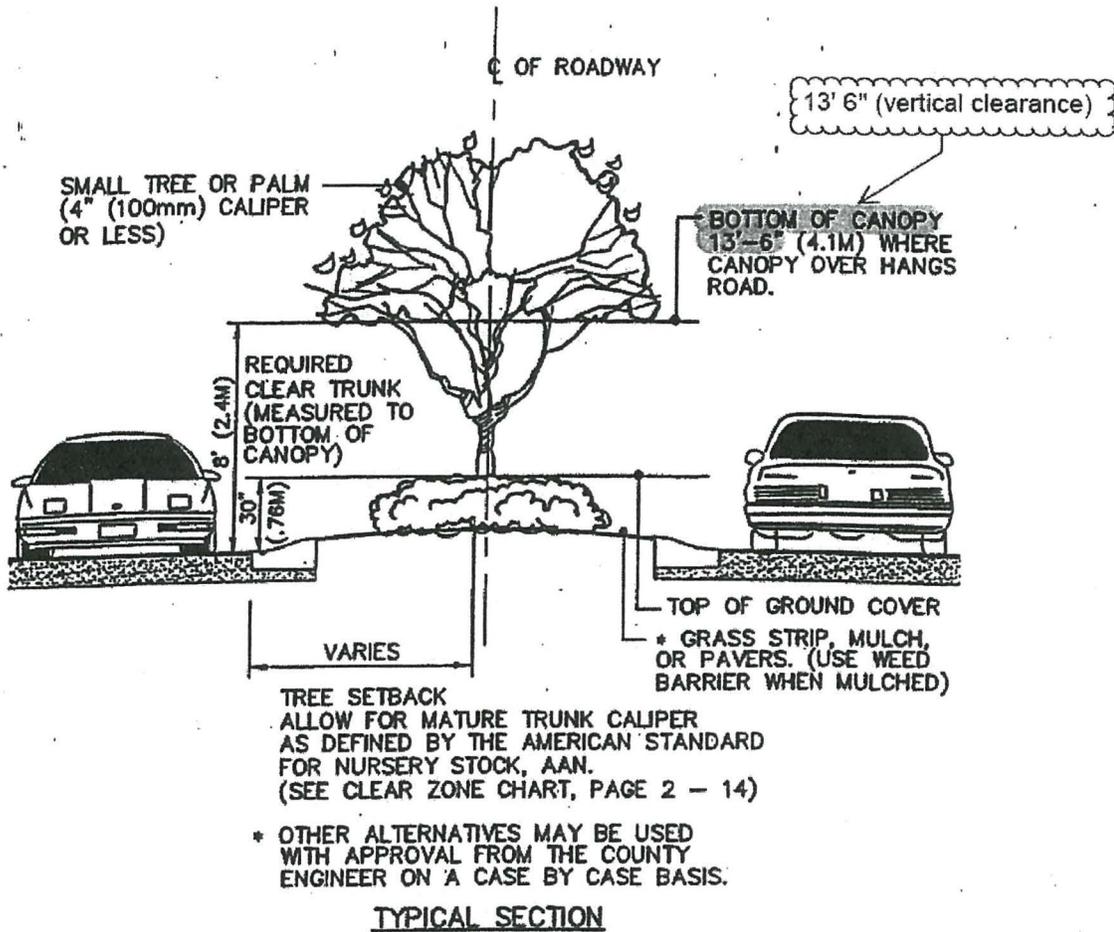
\_\_\_\_\_  
Notary Name Printed

\_\_\_\_\_  
Notary Commission Number

## SPECIAL PROVISIONS

### 55. PLANTING STANDARDS

#### Mountable Curb and Uncurbed Median within Safe Sight Distance Triangle



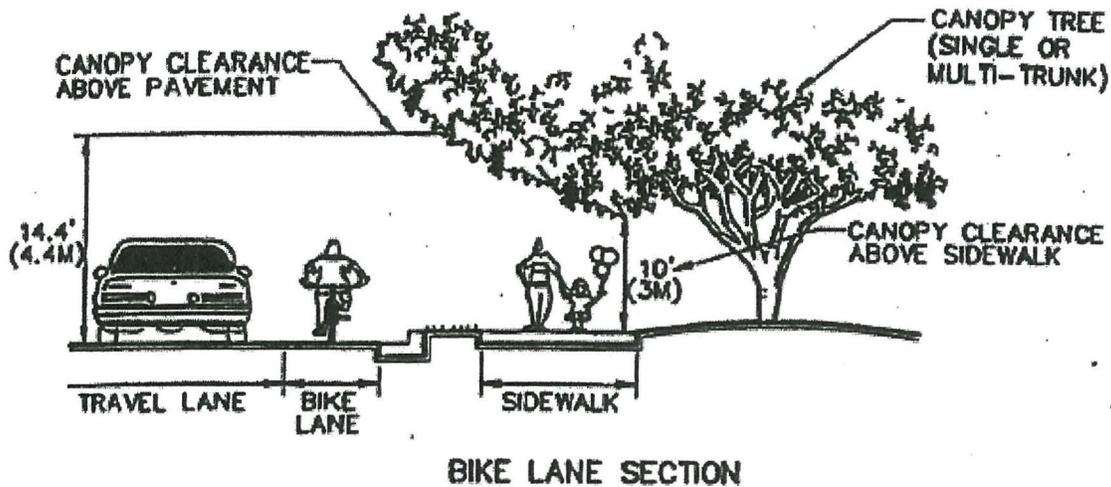
Small trees and palms shall be used within mountable and uncurbed Medians. Tree and palms that are 4" in caliper or less measured at 6" above grade shall be considered small and may be used within the Medians. The plan material within these areas shall be maintained so that they do not overhang into 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.

## SPECIAL PROVISIONS

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



### Roadside Clear Zone

The roadside clearzone 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. 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.

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## SPECIAL PROVISIONS

### 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.

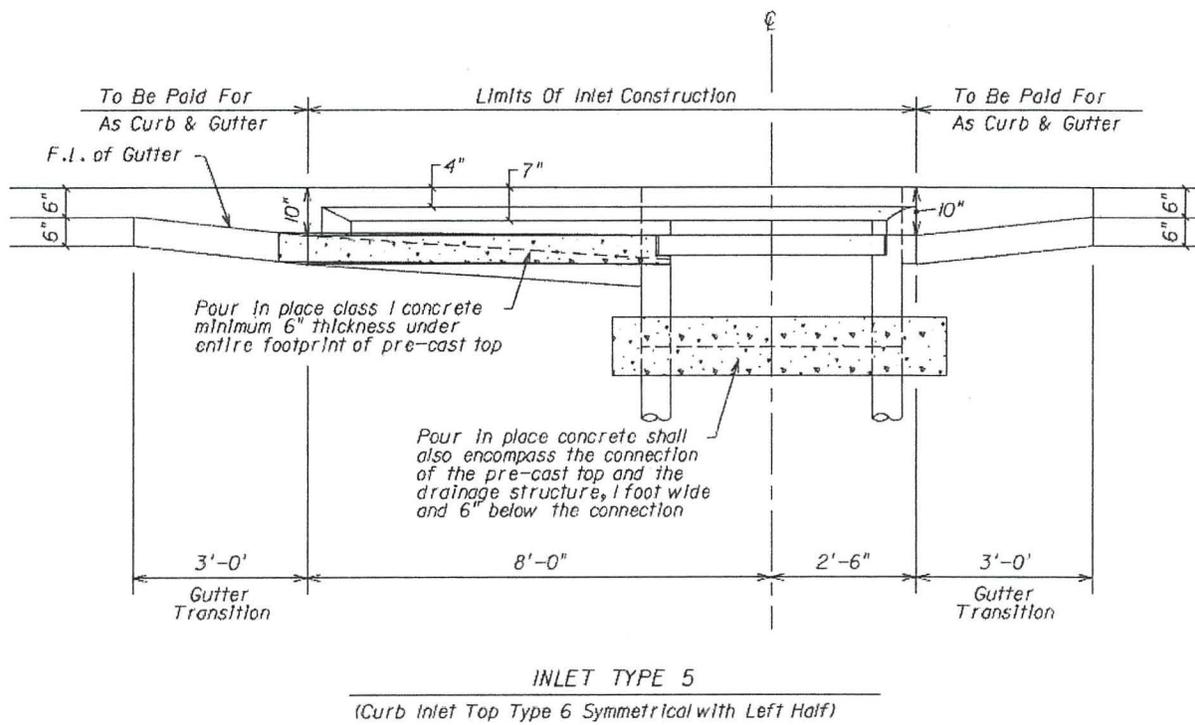
ADT in the table above refers to design year ADT.

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# SPECIAL PROVISIONS



## SUPPLEMENTAL CONCRETE AT DRAINAGE STRUCTURE TOP DETAIL

## TECHNICAL SPECIAL PROVISIONS

### I. SCOPE:

The purpose and intent of this Annual Guardrail Contract is to obtain firm prices for furnishing and installing guardrail, furnishing guardrail products only, removing and disposing of "old" guardrail, and/or resetting of existing guardrail.

Contractor shall provide all labor, materials, equipment and incidentals required to complete the work, in accordance with the plans and as specified by various County Departments/Divisions on an as needed basis. All ancillary costs, including but not limited to, mobilization, demobilization, maintenance of traffic, NPDES compliance (if required) debris removal, debris disposal and final site cleanup, shall be considered incidental to each and every line item in the Bid Proposal. Work shall be authorized by issuance of a Work Order by a Palm Beach County Department/Division.

### II. GENERAL:

- A. All guardrail furnished and/or installed shall be new and unused. In unusual cases, and with the approval of the County Engineer or his designee, use of used materials may be authorized.
- B. Job sites will vary and may be at any location within Palm Beach County. Work shall be performed at designated sites on Palm Beach County rights-of-way.
- C. The term guardrail, as used herein, includes all component parts for a complete installation.

### III. SCOPE OF WORK:

- A. This bid encompasses having the Contractor furnish and install the following:
  - 1. Straight beam, shop bent, and/or double face steel beam guardrail.
  - 2. Rounded, buffer and/or flared end sections.
  - 3. Types II, MELT, LET, ET 2000, SKT-350, FLEAT-350 and SRT-350 anchorage assemblies.
  - 4. Steel and treated timber posts.
  - 5. Special steel posts with plates.
  - 6. Encased guardrail steel posts and wood posts.
  - 7. Heavy WF18 steel posts (with plates).
  - 8. Heavy WF18 steel posts (without plates).
  - 9. Special concrete blocks at bridges.
  - 10. Double blocking (offset utility) blocks.
  - 11. Special end shoes (bridge attachment piece).
  - 12. Special safety pipe rail (for pedestrian safety).

## TECHNICAL SPECIAL PROVISIONS

B. Guardrail (straight, shop bent and double face) shall be priced on a per linear foot basis for the nominal panel length of steel beam and include all component parts for a complete guardrail installation.

1. A per linear foot price shall be provided as follows:
  - a) 0" to 37'-6" of standard beam guardrail \*
  - b) 37'-7" to 62'-6" of standard beam guardrail \*
  - c) 62'-7" to 100' of standard beam guardrail.
  - d) 100' to 500' of standard beam guardrail.
  - e) Over 500' of standard beam guardrail.

\*Price on 37'-6" and 62'-6" shall include extra posts, as required, at bridges, etc.

2. Double face guardrail linear foot price shall include both beams and component parts.

C. Special safety pipe rail shall be priced on a per linear foot basis.

D. Removal and disposal of "old" guardrail (no installation involved) shall be priced on a per linear foot basis.

E. Resetting of guardrail and/or installing of used guardrail shall be labor only and shall be priced on a linear foot basis.

F. The following items shall be priced on an each basis:

1. Rounded, buffer and/or flared end sections.
2. Types II, MELT, LET, ET 2000, SKT-350, FLEAT-350 and SRT-350 anchorage assemblies.
3. Steel and treated timber posts.
4. Special steel posts with plates.
5. Encased guardrail steel posts and wood posts.
6. Heavy WF18 steel posts (with plates).
7. Heavy WF18 steel posts (without plates).
8. Special concrete blocks.
9. Double blocking (timber, offset utility) blocks.
10. Special end shoes (bridge attachment piece).

#### IV. RESPONSE TIME:

Contractor shall be required to furnish any and/or all of the services specified herein within seventy-two (72) hours after receiving notification to do so from the using department.

## TECHNICAL SPECIAL PROVISIONS

### V. MISCELLANEOUS:

- A. All special posts with plate assembly and gate hinges shall be galvanized per Florida Department of Transportation Specifications.
- B. Recycled Plastic Block shall be:
  - 1. Val-Safe Block by Valley Rubber, LLC.
  - 2. Mondo Block (for wood and/or steel post) by Mondo Polymer Technology and King Block by Trinity Industries, Inc., or accepted equal
- C. Trinity Industries ET-plus system guardrails will not be allowed on County Projects.
- D. 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.
- E. The latest edition of FDOT Design Standards shall apply to all work.

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

Florida Department of Transportation Standard Specifications for Road and Bridge Construction, dated July 2017 shall be used as the basis for the Work.

The Contractor agrees that the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, July 2017 Edition, amended as follows by the General Provisions, but not otherwise changed, shall govern.

**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 & Public Works Department or The State of Florida Department of Transportation, as appropriate.

**Engineer THE FOLLOWING IS SUBSTITUTED:**

Palm Beach County Engineering, acting directly or through duly authorized representatives, such representatives 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:**

**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.*

**ADD THE FOLLOWING DEFINITION:**

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

**END OF SECTION**

# GENERAL PROVISIONS

## SECTION 2 PROPOSAL REQUIREMENTS AND CONDITIONS

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

Palm Beach County Engineering & 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 Contractor's eligibility to perform the Work required for this project. Refer to URL

[http://www.fdot.gov/contracts/prequal\\_info/prequalified.shtm](http://www.fdot.gov/contracts/prequal_info/prequalified.shtm)

for access to pre-qualified FDOT Contractors for construction contracts exceeding \$250,000 in amount. All Contractors bidding on any Contract may be required to submit a copy of their FDOT Certification of Current Capacity and Status of Contracts On Hand (Form 525-010-46).

**Prime Contractors who have not performed similar Work with the Department within the past three (3) years as a prime Contractor shall provide with the Bid a report listing all "similar" projects performed and completed by the firm in a separate binder entitled "Documentation of Experience and Resources". The Department reserves the right to request additional information, which shall be submitted within three (3) business days of the Department's request.**

- Failure to submit the "Documentation of Experience and Recourses" with the Bid will cause the Bid to be considered non-responsive.
- Failure to submit additional requested information within three (3) business days of the Department's request will cause the Bid to be considered non-responsive.

The "Documentation of Experience and Resources" shall include at a minimum:

- Listing of Similar Projects Completed by the Firm:
  - project title
  - project number
  - brief summary of the scope performed
  - the entity for whom the Work was performed
  - two (2) entity contacts (one administrative /one construction) with direct telephone numbers
  - the construction budget of the project
  - the resulting budget (over / under)
- Detailed Information with Respect to:
  - financial resources
  - Equipment
  - past record on projects
  - key personnel resumes with a statement of their Work category experience
- A list stating the types of Work in which the firm can provide backup to show experience, expertise, and competence.
- The aggregate amount of Work that they currently have under contract
- Any other pertinent information to assist us in this qualification review

## GENERAL PROVISIONS

The Department will review the submitted documentation to determine if the Contractor is approved to perform the Work required for this project.

If Prime Contractors have not performed similar Work with the Department within the past three years as a prime Contractor, failure to submit the required "Documentation of Experience and Resources" with the Bid will cause the Bid to be considered non-responsive.

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.

### 2-2 Proposals

#### 2-2.1 Obtaining Proposals ~~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:

## GENERAL 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.
- (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.

### DELETE AND INSERT THE FOLLOWING:

#### **2-2.2 Department Modifications to Contract Documents**

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

<https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>

## **GENERAL PROVISIONS**

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@pbcgov.org](mailto:PBCVendor@pbcgov.org).

### **2-2.3 Internet Bid Submittals DELETE IN ITS ENTIRETY**

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

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**

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.

## GENERAL PROVISIONS

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.

### **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.

Bid which are determined by the Department to be unbalanced Bids or which contain unbalanced line item pricing when compared to competitor's Bid's 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 in the Advertisement, 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 bond 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.

## **GENERAL PROVISIONS**

### **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 all Bids in sealed envelopes bearing on the outside the name of the Bidder, the Bidder's address, date of opening, and in large letters, the words:

**CONSTRUCTION OF: ANNUAL GUARDRAIL CONTRACT**

for which the Bidder submitted the Bid.

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)

## GENERAL PROVISIONS

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.

The Notice to Proceed (see 8-3.3) shall be issued within one hundred twenty (120) Calendar Days of the award of Contract, unless otherwise mutually agreed by the Contractor and the Department.

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**

#### **3-5.1 General Requirements for All Bonds 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. 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.

#### **3-5.1.1 Work Order For Less Than \$200,000**

For each Work Order in an amount less than \$200,000, furnish to the Department and maintain in effect throughout the duration of the Work Order, a Surety Bond in the amount of \$50,000, as security for faithful performance of Work Order(s) and for the payment of all persons performing labor and furnishing Materials in connection therewith. In the event that the amount of a proposed Work exceeds the amount of the Surety Bond, furnish additional Surety Bond, in increments of \$50,000, so that the total amount of the Surety Bond(s) exceeds the amount of all Work Orders.

#### **3-5.1.2 Work Order For \$200,000 or More**

For each Work Order in the amount of \$200,000 or more, furnish to the Department and maintain in effect throughout the duration of the Work Order, an acceptable Surety Bond in an amount at

## GENERAL PROVISIONS

least equal to the amount of the total Work Order, as security for faithful performance and for the payment of all persons performing labor, and furnishing Materials in connection therewith.

**ADD THE FOLLOWING SUB-ARTICLE:**

### **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.

#### **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 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 four 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

## **GENERAL PROVISIONS**

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 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.**

### **4-4 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**

## **GENERAL PROVISIONS**

### **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 \$25 per set of Plans and Contract Documents.

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

##### **5-1.4.5 Submittal Paths and Copies**

##### **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
  - 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. Design Standards
  6. Supplemental Specifications
  7. General Provisions
  8. 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:**

## GENERAL PROVISIONS

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:

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, the Engineer will detail in writing the remedial Work required to achieve acceptance. The Contract Time shall be suspended to allow the Contractor time to complete the remedial Work 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.

## GENERAL PROVISIONS

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 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 Palm Beach County.

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

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

#### 6-6 Warranty INSERT NEW SUB-ARTICLE 6-6 "WARRANTY" AT THE END OF SECTION 6:

The Contractor warrants to the Owner 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,

## GENERAL PROVISIONS

the Contractor shall furnish satisfactory evidence as to the kind and quality of Materials and Equipment. All Work shall be warranted and guaranteed unconditionally for a period of one (1) year after the letter of final acceptance.

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:**

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 Contractors' Use of Streets and Roads**

## GENERAL PROVISIONS

### **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 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:**

## GENERAL PROVISIONS

The Contractor shall protect, indemnify, defend, reimburse, save, 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 acts or omissions commission of the Contractor, its officers, agents, or employees or as a result of their performance of the terms of the Contract. In the performance of the Contract, neither the contractor/consultant, nor any of its officers, agents, or employees will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the Department or any of its officers, agents, or employees.

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

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 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.

## **GENERAL PROVISIONS**

### **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 & 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**

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

## GENERAL PROVISIONS

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**

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.

### **7-13.2 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.

## GENERAL PROVISIONS

### 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' 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 & 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.

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### 7-13.5.4 Certificate of Insurance

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.
2. 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.
3. 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 at the address below, 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

## GENERAL PROVISIONS

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

4. 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, & 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.

**THIS SPACE LEFT BLANK INTENTIONALLY**

## GENERAL PROVISIONS

### 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:

<b>INSURANCE COVERAGE &amp; LIMIT TABLE</b>		
<b>TYPE OF COVERAGE</b>	<b>CONTRACTS LESS THAN \$500,000</b>	<b>CONTRACTS \$500,000 OR MORE</b>
<p><b><u>COMMERCIAL GENERAL LIABILITY:</u></b> Limit of Liability not less than:</p> <p>Additional Insured endorsement required: General Aggregate Limit must apply Per Project</p>	<p>\$500,000 per occurrence</p> <p>Yes</p>	<p>\$1,000,000 per occurrence</p> <p>Yes</p>
<p><b><u>COMPREHENSIVE AUTO LIABILITY:</u></b> Limit of Liability not less than:</p>	<p>\$500,000 per occurrence</p>	<p>\$1,000,000 per occurrence</p>
<p><b><u>WORKERS' COMPENSATION &amp; EMPLOYER'S LIABILITY:</u></b> Coverage not less than:</p> <p>Employer's Liability Limits not less than:</p>	<p>Statutory</p> <p>\$100,000/500,000/100,000</p>	
<p><b><u>WATERCRAFT LIABILITY:</u></b> Limit of Liability not less than:</p> <p>Additional Insured endorsement required:</p>	<p>\$1,000,000 per occurrence</p> <p>Yes</p>	
<p><b><u>AIRCRAFT LIABILITY:</u></b> Limit of Liability not less than:</p> <p>When used to carry passengers (excluding aircrafts crew) coverage for Passenger Liability not less than:</p> <p>Additional Insured endorsement required:</p>	<p>\$5,000,000 per occurrence</p> <p>\$1,000,000 per passenger</p> <p>Yes</p>	
<p><b><u>RAILROAD PROTECTIVE LIABILITY:</u></b> Limit of Liability not less than:</p> <p>Additional Insured endorsement required: General Aggregate Limit must apply Per Project</p>	<p>\$2,000,000 per occurrence \$6,000,000 aggregate</p> <p>Yes</p>	
<p><b><u>UTILITY OWNERS PROTECTIVE LIABILITY:</u></b> Limit of Liability not less than:</p> <p>Additional Insured endorsement required:</p>	<p>\$1,000,000 per occurrence</p> <p>Yes</p>	

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### **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.

### **7-16 Wage Rates for Federal-Aid Projects DELETE AND INSERT THE FOLLOWING:**

For all projects that include Federal-aid participation, the Contract Documents contain requirements with regard to payment of predetermined minimum wages. Predetermined Wage Rate Decisions (U.S. Department of Labor provided Wage Rate Tables) exist for Heavy, Highway, and Building Construction Projects.

**END OF SECTION**

## **SECTION 8 PROSECUTION AND PROGRESS**

### **8-3 Prosecution of Work**

#### **8-3.2 Submission of Working 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.

## **GENERAL PROVISIONS**

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.

### **8-3.5 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, representative of the County Engineer's Office, representative of other municipalities concerned, utility companies, other Contractors affected by the Work and any other persons designated by the County Engineer's Office to have a material interest in the Work. The time and place of this conference will be set by the County Engineer's Office. The Contractor shall bring with him to this conference a copy of his proposed Work schedule for the job.

### **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 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.

## GENERAL PROVISIONS

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.

### **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.

## GENERAL PROVISIONS

(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).

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,

## GENERAL PROVISIONS

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:
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.

## GENERAL PROVISIONS

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.

### **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.

## GENERAL PROVISIONS

The API will be available on the Construction Office website before the 15<sup>th</sup> of each month at the following URL: <http://www.dot.state.fl.us/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:**

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. The amount retained shall be 5% of the value of Work completed. This retainage may be reduced to 2 1/2% of Contract amount at the discretion of the Department Engineer when said project exceeds 90% of the Contract amount.

The amount retained on water and sewer construction and adjustments included in the Contract shall be 10% 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.

## GENERAL PROVISIONS

As an exception to the percentages for the amount to be retained on partial or monthly estimates as specified above, for contracts in which landscaping items constitute 50 per cent or more of the original Contract amount, 10 per cent 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 entire Contract Work; whichever of such is the later date.

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

### **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:**

The Contractor will receive progress payments on a monthly basis. The amount will be based on the Work done or completed (including delivery of certain Materials per 9-6). The progress payments shall be approximate only, and shall be subject to correction in the subsequent monthly 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. The amount retained shall be 5% of the value of Work completed. This retainage may be reduced to 2-1/2% of Contract amount at the discretion of the County Engineer when said project exceeds 90% of the Contract amount.

On water and sewer construction, the amount retained and adjustments included in the Contract shall be 10% of the progress payments, up to 50% completion. After 50% completion, the retainage shall be reduced to 5% until the Work is approved by the permitting agency.

As an exception to the percentages for the amount to be retained on progress payments as specified above, for contracts in which landscaping items constitute 50 per cent or more of the original Contract amount, 10 per cent of the value of Work completed shall be retained up to 50% completion. After 50% completion, the retainage shall be reduced to 5% until the end of the 90-day establishment period for landscaping items or until final acceptance of the entire Contract Work; whichever of such is the later date.

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

## GENERAL PROVISIONS

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**

**THIS SPACE LEFT BLANK INTENTIONALLY**

## GENERAL PROVISIONS

### 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 Traffic Operations (sign supervisor) at 233-3900 for pick-up. Signs must be kept in good condition or be responsible for reimbursement to Palm Beach County Traffic Division.

This section shall be governed by 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"

In addition to the above Specifications, the following shall also apply:

#### Barricades, Lights and Cones

1. All barricades shall be maintained daily.
2. All Type III barricades shall have one Type A flashing light on each barricade. When extremely hazardous conditions exist, two Type B flashing lights shall be used. Extremely hazardous conditions shall be determined by Palm Beach County Engineering Traffic Division. Drums, Type II barricades and barrier walls shall have one Type C steady burning light.

#### Flag Person and Vests

1. The flagger shall be trained in the proper manner as set forth in the MUTCD and certified as per Section 102 FDOT Specifications for Road and Bridge Construction. Each flagger shall have a certification card with them when flagging. Certification cards shall have the flagger's name, date of certification and expiration date.
  - If the person flagging traffic does not have the Certification, or the name is not on the list of approved flaggers, the flagger shall be replaced immediately with a certified flagger. There will be no lane closure until that time.

## GENERAL PROVISIONS

- At the pre-construction meeting, the contractor may submit a list of certified flaggers. This list must include the same information as the flagger(s)' certification card(s).
2. All construction personnel shall wear a retro-reflective orange or strong yellow/green vest/garment during daytime or nighttime operations when working within the Right-of-Way (Class 2 or 3 per MUTCD).
    - A. Ensure that these vest/garments be worn whenever workers are within the Right-of-Way. Workers operating machinery or Equipment in which loose clothing could become entangled during operation are exempt from this requirement. Such exempt workers will be required to wear orange shirts or jackets.
    - B. Require Contractor personnel to wear retro-reflective orange or strong yellow/green vest/garment during daytime or nighttime operations.
    - C. Replace faded vest/garments, as determined by the Inspector.

### Flashing Arrow Boards

1. Flashing arrow boards shall be used on any four (4) lane or larger Roadway where traffic is being channelized or diverted, or as directed by the Palm Beach County Traffic Engineering Department. Flashing arrow boards shall conform with Section 6F-56 MUTCD /Type B or C only. Solar arrow boards shall be used.

### Traffic Signals

1. A minimum of seventy-two hours notice must be given to Traffic Division (684-4030) prior to Work requiring the realigning of traffic signals.
2. The Department will charge for traffic signals to be realigned to accommodate MOT.
3. No material shall be disturbed within 6' of a traffic pole or within the specified distance of a guy wire and anchor to a depth greater than 2' as shown in Figure 1 in the General Provisions unless approved by and coordinated with Palm Beach County Traffic Operations. Contact Traffic Operations at (561) 233-3900, 24 hours in advance of any excavation. Failure to comply with the above shall result in the prime contractor incurring all costs incurred as a result of damage to the traffic signal installation. These costs shall be paid 30 days from date of invoice or the following pay estimate will be withheld until payment is made or the cost may be deducted from the pay estimate.
4. Line locates will be given. However, a twenty-four hours' notice must be given. If new traffic poles are to be installed it shall be the contractor's responsibility to provide final stabilized grade within 4"-6" along with Right-of-Way locations at the intersection.

## GENERAL PROVISIONS

The contractor shall have a 2-hour window for their change-over that is 1 hour before and one hour after the scheduled change-over time. After that the contractor shall be responsible for all cost incurred for the Delay.

### 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 Traffic Engineer.
4. Any manholes/valves in the travel way shall have 50" width of asphalt extending from the edge for every 1" inch of height.

### 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.
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

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

## GENERAL PROVISIONS

### **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.
4. Variable Message Sign (VMS) and the messages.
  - a. Road Closures – VMS boards shall be installed 10 days prior to Work beginning until 10 days after Work completion. 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 Working Days prior to Work until 7 Working Days after Work completion.
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.

## GENERAL PROVISIONS

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 TTCP approval is as follows:

- A. 1 to 7 days for most Plans
- B. 7 days when a signal or flasher is involved
- C. 10 days for a traffic switch or for Road closures

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.

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.

**102-5.4 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 crossing the project unless approved by the Engineer.

## GENERAL PROVISIONS

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)

### **102-5.7 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**

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. 619 is used on Interstate at nighttime and required by the Plans.
3. When pacing/rolling blockade specification is used.
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 VMS board in accordance with 102-9.9, when authorized and/or directed by the Engineer, and for purposes not covered under the requirements of the TTCP.

## GENERAL PROVISIONS

**102-9.12 Temporary Traffic Control Signals DELETE IN ITS ENTIRETY**

**102-9.14 Temporary Traffic Control Signals DELETE IN ITS ENTIRETY**

**102-9.15 Temporary Traffic Detection Technology DELETE IN ITS ENTIRETY**

**102-9.16 Automated Flagger Assistance Devices DELETE IN ITS ENTIRETY**

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

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 R.P.M.'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, paper 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 foil-backed tape. The temporary pavement markings shall be installed in accordance with the typicals 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.

## GENERAL PROVISIONS

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 THE LAST PARAGRAPH IN ITS ENTIRETY**

**102-10.2 Removable Tape DELETE IN ITS ENTIRETY**

**102-10.2.1 General DELETE IN ITS ENTIRETY**

**102-10.3.1 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 Work Zone Raised Pavement Markers (WZRPM's)**

Apply all markers in accordance with Palm Beach County Typical T-P-18, or as otherwise revised.

**102-10.4 Paint and Glass Beads**

**102-11 Method of Measurement**

**102-11.1 General**

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: M.O.T., on a Lump Sum basis.

**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).

## GENERAL PROVISIONS

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**

#### **102-11.15.1 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.

### **102-11.20 Temporary Traffic Control Signals DELETE IN ITS ENTIRETY**

### **102-11.21 Temporary Traffic Detection Technology DELETE IN ITS ENTIRETY**

### **102-11.22 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.

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.

## GENERAL PROVISIONS

### **102-13.2.1 Traffic Control Officers (Non-MOT) DELETE AND INSERT THE FOLLOWING:**

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:

#### **102-13.15.1 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.

### **102-13.19 Safety Warning Transmitter DELETE IN ITS ENTIRETY**

### **102-13.20 Temporary Traffic Control Signals DELETE IN ITS ENTIRETY**

### **102-13.21 Temporary Traffic Detection Technology DELETE IN ITS ENTIRETY**

### **102-13.22 Temporary Lane Separator DELETE IN ITS ENTIRETY**

### **102-13.23 Payment Items DELETE AND INSERT THE FOLLOWING:**

Payment will be made under:

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.

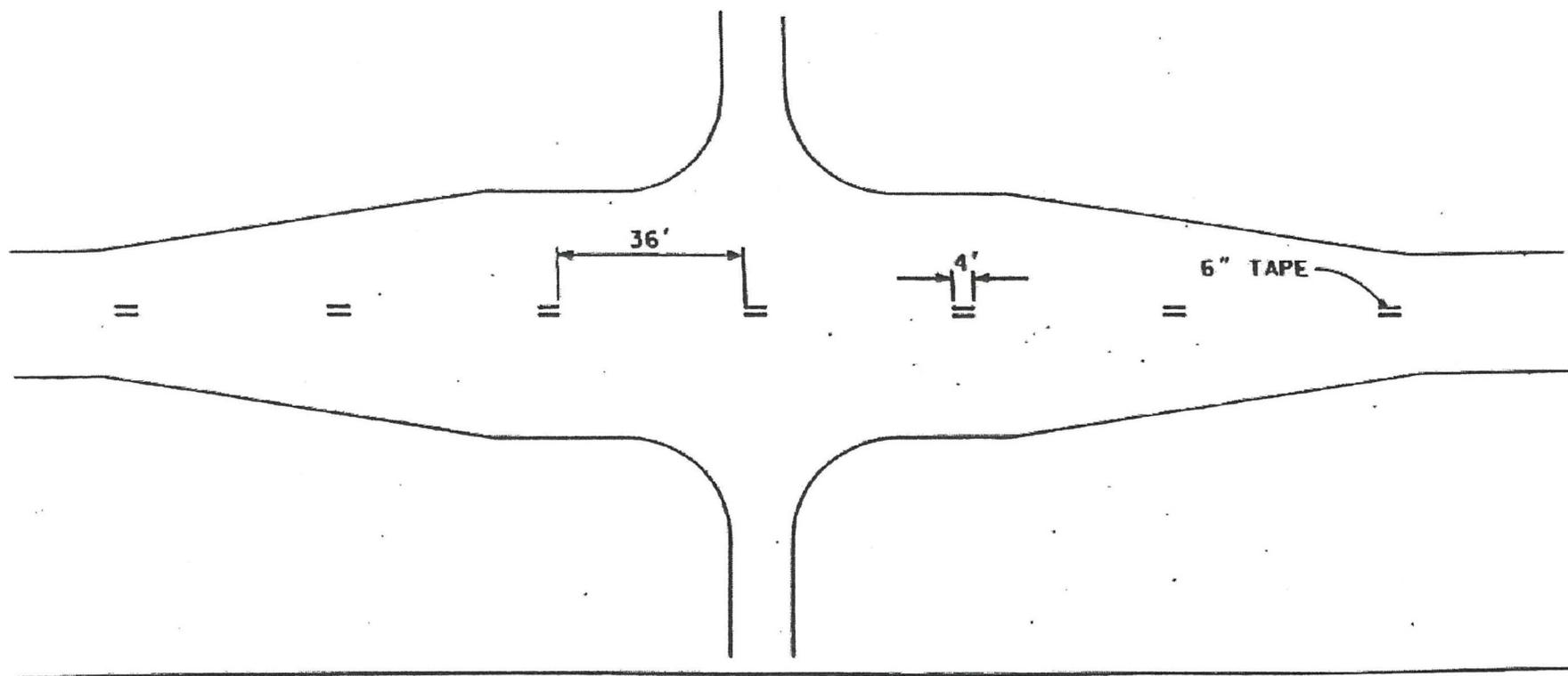
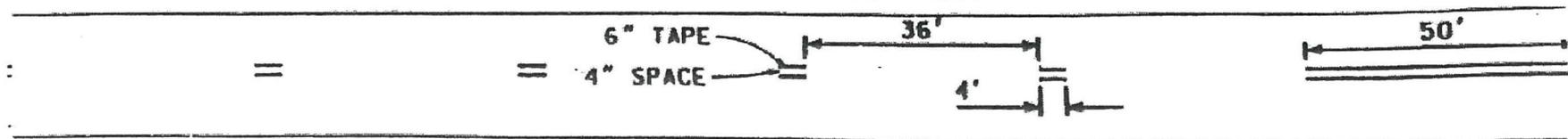
### **105-1.2.3 Notification of Placing Order DELETE AND INSERT THE FOLLOWING:**

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.

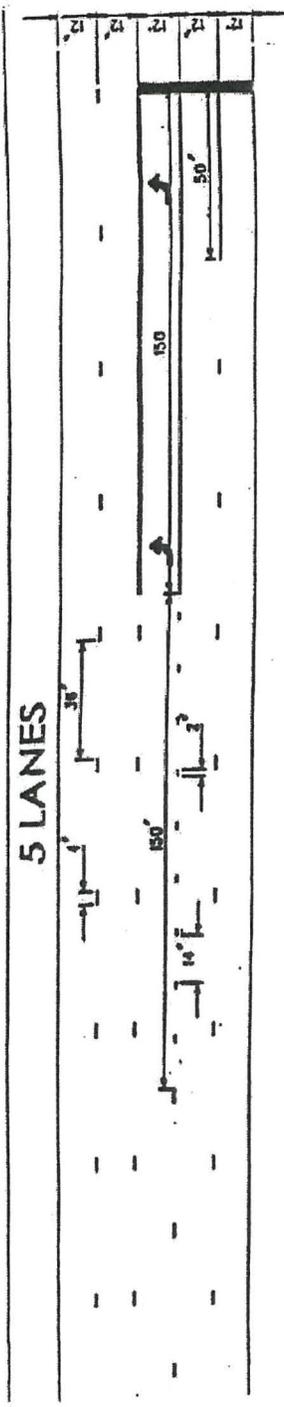
# GENERAL PROVISIONS

## ONE LANE APPROACH

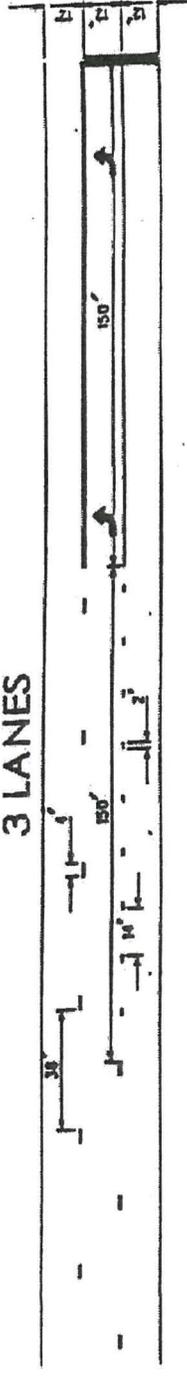


# GENERAL PROVISIONS

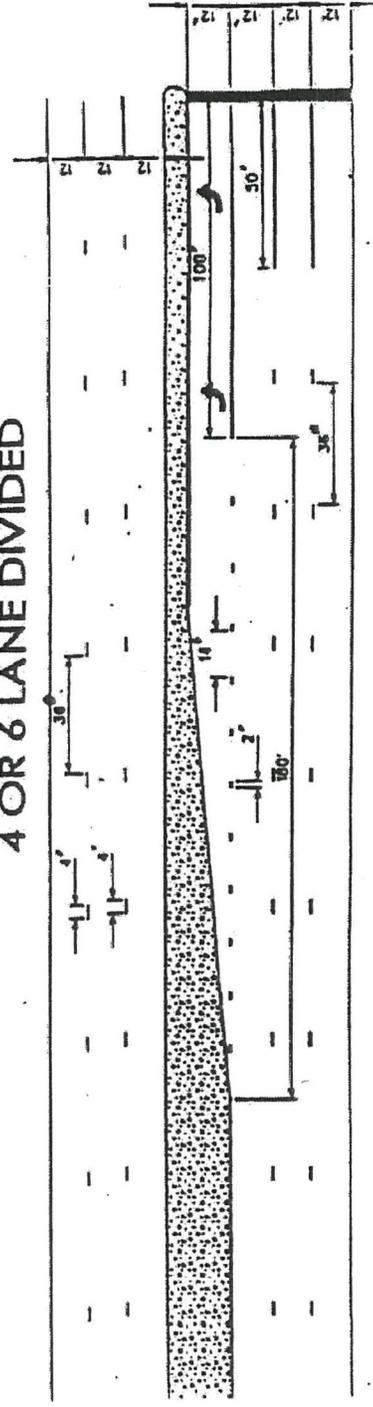
## 5 LANES



## 3 LANES

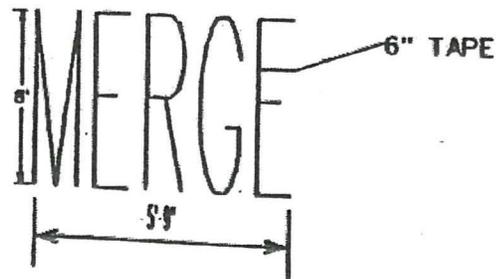
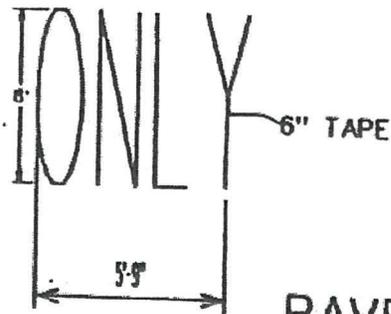
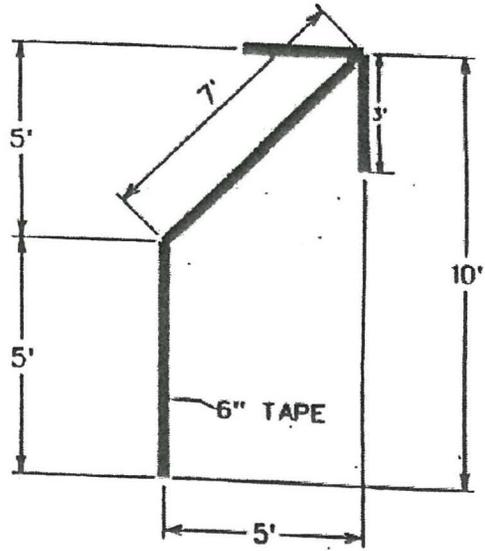


## 4 OR 6 LANE DIVIDED

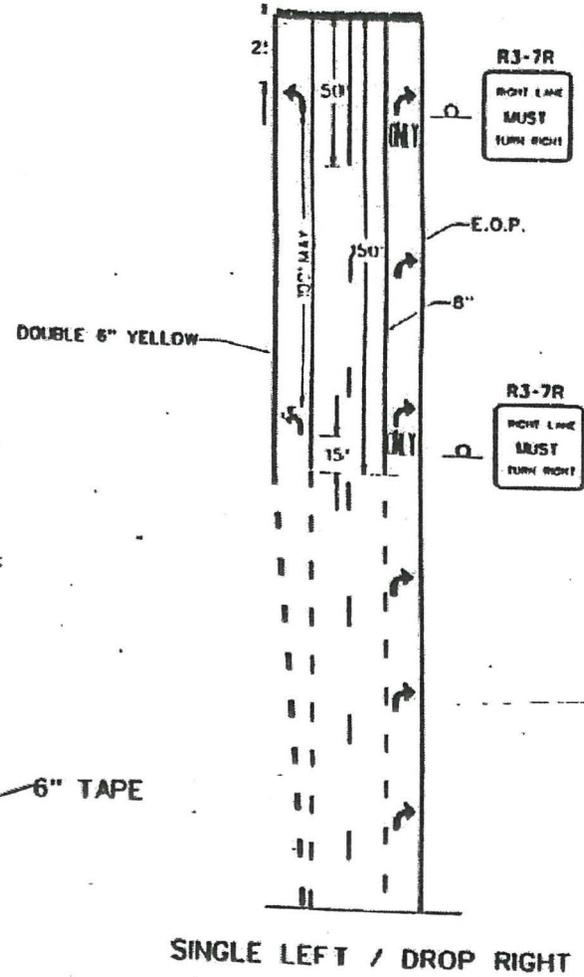


# GENERAL PROVISIONS

## PAVEMENT ARROW



## PAVEMENT MESSAGES





# GENERAL PROVISIONS

## RESTRICTED EXCAVATION AREAS AROUND TRAFFIC SIGNAL POLES

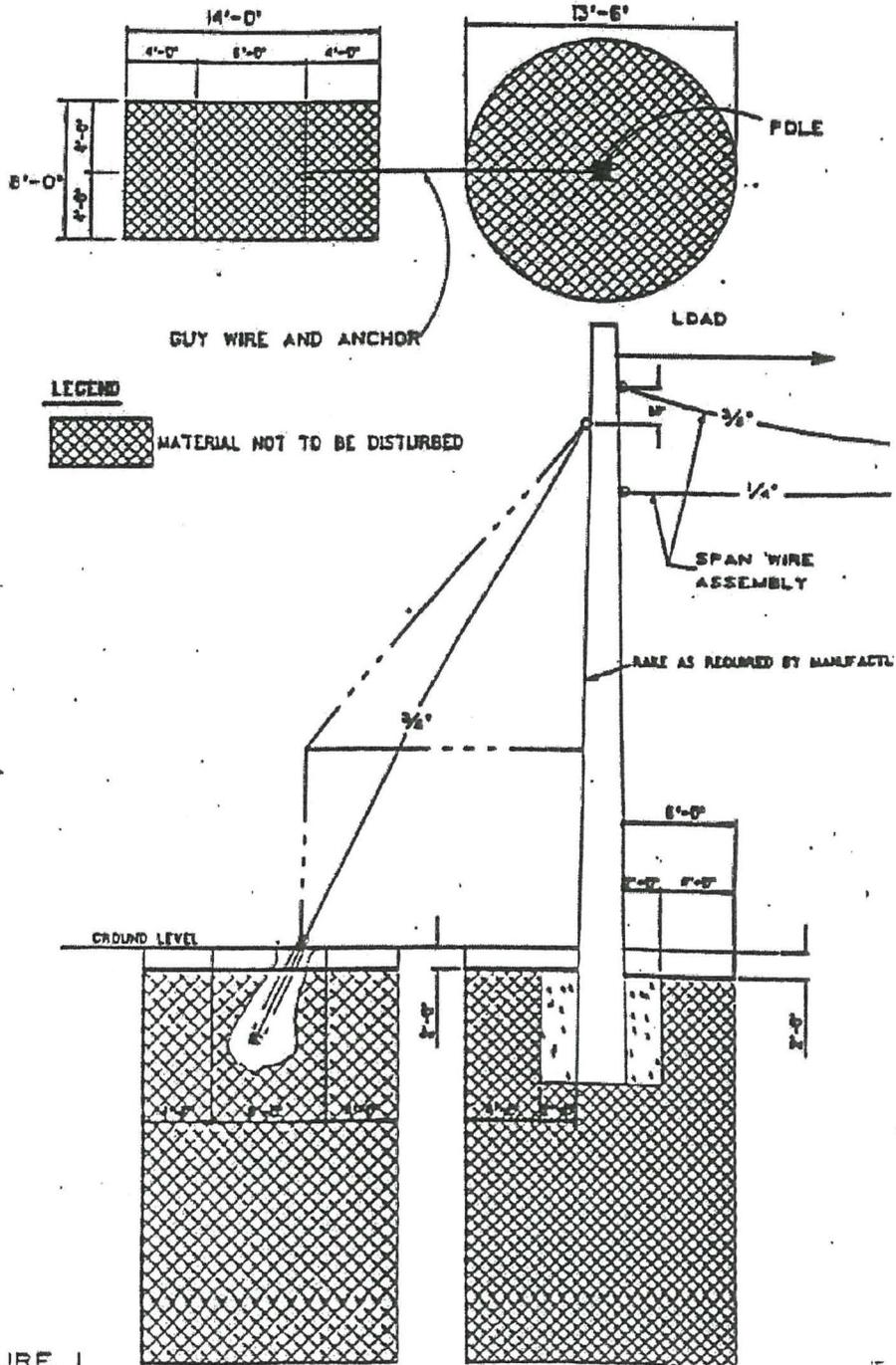


FIGURE 1

END OF SECTION

## GENERAL PROVISIONS

### 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 330A HOT BITUMINOUS MIXTURES – GENERAL CONSTRUCTION REQUIREMENTS

#### SECTION 330A IS ADDED TO THIS SPECIFICATION

#### **330A-1 Description**

This Section specifies the general construction requirements for all plant-mixed hot bituminous pavements and bases. (More specific requirements pertaining to hot bituminous base and base widening construction are contained in Section 280.) This Section also includes the method of determination of the thickness of pavement to be paid for, when payment is on a square yard basis.

## GENERAL PROVISIONS

### 330A-2 Substitution of Types of Hot Bituminous Mixtures

Except for Asphaltic Concrete Friction Courses and other wearing surfaces, the Contractor will be allowed the option of substituting certain types of hot bituminous mixtures as follows:

- (1) Type S-I Asphaltic Concrete may be substituted for any other type of mixture where the rate of application is specified to be not less than 75 lbs. per square yard.
- (2) Type III Asphaltic Concrete may be substituted for Type n Asphaltic Concrete or Sand-Asphalt Hot Mix and Type II Asphaltic Concrete may be substituted for Sand-Asphalt Hot Mix.

In each case, the stability of the substituted mixture shall be at least as high as that of the mixture specified, and any substitution made shall be at no additional cost to the Department over that which would have accrued had the specified mixture been used.

### 330A-3 Limitations of Operations

#### 330A-3.1 Weather Limitations

Plant operations shall not begin unless all weather conditions are suitable for the laying operations.

#### 330A-3.2 Limitations of Laying Operations

##### 330A-3.2.1 General

The mixture shall be spread only when the surface, upon which it is to be laid, has been previously prepared, is intact, firm and properly cured, and is dry. Unless otherwise approved by the Engineer, no mixture shall be spread that cannot be finished and compacted during daylight hours. Friction course shall not be placed until the adjacent shoulder area has been dressed and grassed.

##### 330A-3.2.2 Temperature

The mixture shall be spread only when the air temperature (the temperature in the shade away from artificial heat) is 40°F and above for layers greater than one inch (100 lbs. per square yard) in thickness and 45°F and above for layers one inch (100 lbs. per square yard) or less in thickness (this includes leveling courses). No mixture shall be placed when there is evidence that the base is frozen.

##### 330A-3.2.3 Wind

The mixture shall not be spread when the wind is blowing to such an extent that proper and adequate compaction cannot be maintained or when sand, dust, etc., are being deposited on the surface being paved, to the extent that the bond between layers will be diminished.

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### 330A-4 Preparation of Asphalt Cement

The asphalt cement shall be delivered to the asphalt plant at a temperature not to exceed 350 degrees F and the transport tanks shall be equipped with sampling and temperature sensing devices meeting the requirements of 300-3.2 and 300-3.3, respectively. The asphalt cement in storage shall be maintained within a range of 230 degrees F to 350 degrees F in advance of mixing operations. Heating within these limits shall be constant and wide fluctuations of temperature during a day's production will not be permitted.

### 330A-5 Preparation of Aggregates

#### 330A-5.1 Stockpiles

Each aggregate component shall be placed in an individual stockpile, which shall be separated from the adjacent stockpiles, either by space or by a system of bulkheads. The intermingling of different Materials in stockpiles shall be prevented at all times. Each stockpile, including RAP, shall be identified as shown on the Department Mix Designs.

#### 330A-5.2 Prevention of Segregation

Stockpiles shall be formed and maintained in a manner that will prevent segregation. If a stockpile is determined to have excessive segregation, the Engineer will disapprove the material for use on the project until the appropriate action has been taken to correct the problem.

#### 330A-5.3 Blending of Aggregates

Blending or proportioning from railroad cars will not be permitted. All aggregates shall be stockpiled prior to blending or placing in the cold hoppers. All aggregates to be blended or proportioned shall be placed in separate bins at the cold hopper and proportioned by means of securely positioned calibrated gates or other approved devices.

#### 330A-5.4 Cold Bins

##### 330A-5.4.1 Adequacy of Bins

The separate bin compartments of the cold aggregate feeder shall be so constructed as to prevent any spilling or leakage of aggregate from one bin to another. Each bin compartment shall be of such capacity and design as to permit a uniform flow of aggregates. All the bin compartments shall be mounted over a feeder of uniform speed, which shall deliver the specified proportions of the separate aggregates to the drier at all times. If necessary, the bins shall be equipped with vibrators to insure a uniform flow of the aggregates at all times.

##### 330A-5.4.2 Gates

Each bin compartment shall be provided with a gate which is adjustable in a vertical direction. The gate shall be so designed that it can be held securely at any specified vertical opening. The

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gates shall be equipped with a measuring device for measuring the vertical opening of the gates from a horizontal plane level with the bottom of the feeder.

### **330A-5.5 Mineral Filler**

If mineral filler is required in the mix, it shall be fed or weighed-in separately from the other aggregates.

### **330A-5.6 Heating and Drying**

The aggregates shall be heated and dried before screening. The temperature of the aggregates shall be so controlled that the temperature of the completed mixture at the plant will fall within the permissible range allowed by these Specifications.

### **330A-5.7 Screening Unit**

#### **330A-5.7.1 Oversize Aggregate**

Any oversized pieces of aggregate shall be removed by the use of a scalping screen. This oversized material shall not be returned to the stockpile for reuse unless it has been crushed and reprocessed into sizes that will pass the scalping screen.

#### **330A-5.7.2 Screening**

Unless otherwise permitted by the Engineer, the quantity of aggregates being discharged onto the screens shall not be in excess of the capacity of the screens to actually separate the aggregates into the required sizes. A maximum of ten percent plus-ten material will be permitted in the minus-ten bin. The maximum amount of minus-ten material allowed in the plus-ten bins will be determined by the Engineer, in accordance with its effect on the uniformity of the mix.

### **330A-5.8 Mixing Different Materials**

Unless written permission is obtained, coarse aggregates of different types shall not be mixed; nor shall coarse aggregates of different types be used alternately in sections less than one mile in length.

## **330A-6 Preparation of the Mixture**

### **330A-6.1 Batch Mixing**

#### **330A-6.1.1 Aggregates**

The dried aggregates and mineral filler (if required), prepared in the manner previously described, and combined in batches to meet the job mix formula by weighing each separate bin size, shall be conveyed to the empty mixer.

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### 330A-6.1.2 Bitumen

The hot asphalt cement, accurately measured, shall be introduced into the mixer simultaneously with, or after, the hot aggregates. Mixing shall continue until the mixture is thoroughly uniform, with all particles fully coated.

### 330A-6.1.3 Mixing Time

The mixing time shall begin when the measuring devices for both the asphalt and the aggregates indicate that all the material is in the mixer, and shall continue until the material begins to leave the mixing unit. The mixing time will vary in relation to the nature of the aggregates and the capacity of the mixer and shall be as designated by the Engineer but in no case shall it be less than 35 seconds.

### 330A-6.2 Continuous Mixing

The dried aggregates and mineral filler (if required), prepared as specified and proportioned to meet the job mix formula by volumetric measurements, shall be introduced into the mixer in synchronization with the accurate, feeding of the hot asphalt cement. The rate of flow of material to the pugmill shall be such that the maintained depth of the mix will not exceed the tips of the paddles when in the upright position. Mixing shall be sufficient to produce a thoroughly and uniformly coated mixture.

### 330A-6.3 Mixing Temperature

The ingredients of the mix shall be heated and combined in such a manner as to produce a mixture, which shall be at a temperature, when discharged from the pugmill or surge bin, within the range of 230°F to 310°F and within the tolerance shown in Table 330AA-1.

Table 330A-1	
Temperature Tolerance From	
Job Mix Formula	
Any Single Measurement	+/- 25°F
Average of Any Five Consecutive Measurements	+/- 15°F

Any load or portion of a load of asphalt mix at the plant or on the Road with mix temperature exceeding 335°F shall be rejected for use on the project.

Temperature of the completed mixture shall be determined by a quick-reading thermometer through a hole in the side of the loaded truck immediately after loading. The hole shall be located within the middle third of the length of the body, and at a distance of from six to ten inches above the surfaces supporting the mixture. If a truck body already has a hole located in the general vicinity of the above specified location, this will be acceptable. At the Department's discretion, the temperature of the load may be taken over the top of the truck in lieu of using the hole in the side of the truck.

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The mix temperature will be taken at the plant and the Roadway for each day for each design mix on the first five loads and an average of once every five loads thereafter. The temperature measurements at the plant shall be taken and recorded by the Contractor's personnel for review by the Department. The temperature measurements at the Roadway will be taken by the Department's Paving Inspector and be recorded on the backside of the delivery ticket. If the temperature exceeds the specified tolerance, the Contractor will be required to take immediate corrective action.

**330A-6.4 Maximum Period of Storage:** The maximum time that any mix may be kept in a hot storage or surge bin is 72 hours.

**330A-6.5 Contractor's Responsibility for Mixture Requirements:** The responsibility for producing a homogeneous mixture, free from moisture and with no segregated Materials, and meeting all requirements of the Specifications for the mixture, including compliance with the design limits, shall lie entirely with the Contractor. These requirements shall apply also to all mixes produced by the drum mixer process and all mixes processed through a hot storage or surge bin, both before and after storage.

### **330A-7 Transportation of the Mixture:**

The mixture shall be transported in tight vehicles previously cleaned of all foreign material. The inside surface of the truck bodies after cleaning shall be thinly coated with soapy water or an approved emulsion containing not over five percent oil. The coating shall be applied prior to the first loading each day and repeated as necessary throughout the day's operations. After the truck bodies are coated and before any mixture is placed therein, they shall be raised to drain out all excess liquids. Each load shall be covered during cool and cloudy weather and at any time there is a probability of rain.

### **330A-8 Preparation of Application Surfaces**

#### **330A-8.1 Cleaning**

Prior to the laying of the mixture, the surface of the base or pavement to be covered shall be cleaned of all loose and deleterious material by the use of power brooms or blowers, supplemented by hand brooming, where necessary.

#### **330A-8.2 Patching and Leveling Courses**

Where a surface course is constructed on an existing pavement or old base which is irregular, and wherever so indicated in the Plans, the existing surface shall be brought to proper grade and cross section by the application of patching or leveling courses.

#### **330A-8.3 Application over Surface Treatment**

Where a surface course is to be placed over a newly constructed surface treatment, all loose material shall be swept from the paving area and disposed of by the Contractor.

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### 330A-8.4 Coating Surfaces of Contacting Structures

All structures which will be in actual contact with the asphalt mixture, with the exception of the vertical faces of existing pavements and curbs or curb and gutter, shall be painted with a uniform coating of asphalt cement to provide a closely bonded, watertight joint.

### 330A-8.5 Tack Coat

#### 330A-8.5.1 Tack Coat Required

A tack coat, as specified in Section 300, will be required on existing pavements that are to be overlaid with an asphalt mix and between successive layers of all asphalt mixes.

#### 330A-8.5.2 Tack Coat at Engineer's Option

A tack coat will be required on the following surfaces, only when so directed by the Engineer:

- (1) Freshly primed bases.
- (2) Surface treatment.

### 330A-9 Placing Mixture

#### 330A-9.1 Requirements Applicable to All Types

##### 330A-9.1.1 Alignment of Edges

All asphaltic concrete mixtures (including leveling courses), other than adjacent to curb and gutter or other true edges, shall be laid by the stringline method, to assure the obtaining of an accurate, uniform alignment of the pavement edge.

##### 330AA-9.1.2 Temperature of Spreading

The temperature of the mix at the time of spreading shall be within  $\pm 25^{\circ}\text{F}$  of the established mix temperature selected by the Contractor. The minimum frequency for taking mix temperatures on the Road will be an average of one per five trucks. If the temperature fails to fall within the specified tolerance range, corrective action by the Contractor will be required.

##### 330A-9.1.3 Rain, and Surface Conditions

Transportation of asphalt mixtures shall immediately cease from the plant when rain begins at the Roadway. Asphalt mixtures shall not be placed while rain is falling, or when there is water on the surface to be covered. As an exception, mixture caught in transit may be placed at the Contractor's risk if the only option is to waste this mixture, and provided the surface has been tacked (as required) prior to the rain and the surface broomed in front of the spreading operation. Such mixture will be evaluated separately and if it should prove unsatisfactory in any way, in the opinion

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of the Engineer, it shall be removed and replaced with satisfactory mixture at the Contractor's expense.

### **330A-9.1.4 Speed of Spreader**

The forward speed of the asphalt spreader shall be as established by the Engineer.

### **330A-9.1.5 Number of Crews Required**

For each paving machine operated, the Contractor will be required to use a separate crew, each crew operating as a full unit. The Contractor's Certified Paving Technician in charge of the paving operations may be responsible for more than one crew but must be physically accessible to Project personnel at all times when mix is being placed.

### **330A-9.1.6 Checking Depth of Layer**

The depth of each layer shall be checked at frequent intervals and adjustments shall be made when the thickness exceeds the allowable tolerance. When an adjustment is made, the paving machine shall be allowed to travel a minimum distance of 32 feet to stabilize before the second check is made to determine the effects of the adjustment.

### **330A-9.1.7 Hand Spreading**

In limited areas where the use of the spreader is impossible or impracticable, the mixture may be spread and finished by hand.

### **330A-9.1.8 Straightedging and Back-patching**

Straightedging and back-patching shall be done after initial compaction has been obtained and while the material is still hot.

## **330AA-9.2 Requirements Applicable to Courses Other Than Leveling**

### **330A-9.2.1 Spreading and Finishing**

Upon arrival, the mixture shall be dumped in the approved mechanical spreader and immediately spread and struck-off 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, will be secured. An excess amount of mixture shall be carried ahead of the screed at all times. Hand raking shall be done behind the machine as required.

### **330A-9.2.2 Thickness of Layers**

Unless otherwise noted in the Plans each course shall be constructed in layers of the thickness shown on Standard FDOT Index No. 513. Type S-III Asphaltic Concrete shall be constructed in layers of the thickness of not less than 3/4 inch nor greater than 1 1/4 inches.

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### **330A-9.2.3 Laying Width**

If necessary due to the traffic requirements, the mixture shall be laid in strips in such a manner as to provide for the passage of traffic. Where the Road is closed to traffic, the mixture may be laid to the full width, by machines traveling in echelon.

### **330A-9.2.4 Correcting Defects**

Before any rolling is started the surface shall be checked, any irregularities adjusted, and all drippings, fat sandy accumulations from the screed, and fat spots from any source shall be removed and replaced with satisfactory material. No skin patching shall be done. When a depression is to be corrected while the mixture is hot, the surface shall be well scarified before the addition of fresh mixture.

### **330A-9.3 Requirements Applicable Only to Leveling Courses**

#### **330A-9.3.1 Patching Depressions**

Before any leveling course is spread, all depressions in the existing surface more than one-inch deep shall be filled by spot patching with leveling course mixture and then thoroughly compacted.

#### **330A-9.3.2 Spreading Leveling Courses**

All courses of leveling shall be placed by the use of two motor graders - one of which is equipped with a spreader box - unless otherwise shown in the Plans. Other types of leveling devices may be used after they have been approved by the Engineer.

#### **330A-9.3.3 Rate of Application**

When the total asphalt mix provided for leveling exceeds 50 pounds per square yard, the mix shall be placed in two or more layers, with the average spread of any layer not to exceed 50 pounds per square yard. When Type S-III Asphaltic Concrete is used for leveling, the average spread of a layer shall not be less than 50 pounds per square yard nor 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 rate of application may vary throughout the project as directed by the Engineer. When leveling in connection with base widening, the Engineer may require that all the leveling mix be placed prior to the widening operation.

#### **330A-9.3.4 Placing Leveling Course over Existing Pavement**

When a leveling course is specified to be placed over cracked concrete pavement (including existing concrete pavement covered with an asphaltic surface), the first layer of leveling shall be placed as soon as possible but no later than 48 hours after cracking the concrete. The remainder of the leveling course shall be placed in the normal sequence of operations.

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### 330A-9.3.5 Removal of Excess Joint Material

Where a leveling course is to be placed over existing concrete pavement or Bridge decks, the excess joint filler in the cracks and joints shall be trimmed flush with the surface prior to placing the first layer of the leveling course.

### 330A-10 Compacting Mixture

#### 330A-10.1 Provisions Applicable to All Types

##### 330A-10.1.1 Equipment and Sequence

For each paving or leveling train in operation, the Contractor shall furnish a separate set of rollers, with their operators.

The following Equipment, sequence and coverage are suggested for use based on past successful performance; however, when density is required, the Contractor may select his own Equipment, sequence and coverage of rolling to meet the minimum density requirement specified. Regardless of the rolling procedure used, the final rolling must be completed before the internal pavement temperature has dropped below 175°F.

- (1) Seal rolling, using tandem steel rollers (either vibratory or static) weighing 5 to 12 tons, following as close behind the spreader as is possible without pickup, undue displacement or blistering of the material. Vibratory rollers shall be used in the static mode for layers of one inch or less in thickness.
- (2) Rolling with self-propelled pneumatic-tired rollers, following as close behind the seal rolling as the mix will permit. The roller shall cover every portion of the surface with at least five passes.
- (3) Final rolling with the 8 to 12-ton tandem steel roller, to be done after the seal rolling and pneumatic-tired rolling have been completed, but before the internal pavement temperature has dropped below 175°F.

Once the Contractor has selected the Equipment and established the rolling procedures and these have been used for the control strip density determination, then the Contractor must continue to use the same Equipment and rolling procedures for all asphalt mix represented by the control strip. Changes in Equipment or procedures will require a new control strip density determination. The Engineer must be notified prior to changing the rolling process.

When density is not required, as for all patching courses, leveling and intermediate courses less than one-inch thick, overbuild course; of variable thicknesses (when the minimum thickness is less than one-inch) and open-graded friction courses, the compaction will be applied in accordance with the Standard Specifications. The specified rolling procedures must be followed when density determinations will not be made.

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When density is not required on those courses indicated in the foregoing paragraph, but the Contractor wants to use other rollers, patterns or sequences than those specified, they may request approval from the Department. Approval may be granted for leveling and intermediate courses 1/2-inch and thicker and overbuild courses when these courses are placed with a paving machine. Density requirements will be in accordance with the provisions of the first paragraph of 330AA-10.3 (Density Control- Nuclear Method), Table 330AA-2 and Table 330AA-3. Approval for a change on patching courses, variable thickness leveling courses placed with motor graders and open-graded friction courses will not be granted.

### **330AA-10.1.2 Compaction at Crossovers, Intersections, etc.**

When a separate paving machine is being used to pave the crossovers, the compaction of the crossovers may be done by one 8- to 10-ton tandem steel roller. If crossovers, intersections and acceleration and deceleration lanes are placed with the main run of paving, a traffic roller shall also be used in the compaction of these areas.

### **330A-10.1.3 Rolling Procedures**

The initial rolling shall be longitudinal. Where the lane being placed is adjacent to a previously placed lane, the center joint shall be pinched or rolled, prior to the rolling of the rest of the lane.

Rolling shall proceed across the mat, overlapping the adjacent pass by at least six inches. The motion of the roller shall be slow enough to avoid displacement of the mixture, and any displacement shall be corrected at once by the use of rakes, and the addition of fresh mixture if required. Final rolling shall be continued until all roller marks are eliminated.

### **330A-10.1.4 Speed of Rolling**

Rolling with the self-propelled, pneumatic-tired rollers shall proceed at a speed of 6 to 10 miles per hour, and the area covered by each roller shall not be more than 4,000 square yards per hour, except that for Type S Asphaltic Concrete, this maximum rate of coverage shall be 3,000 square yards per hour.

### **330A-10.1.5 Number of Pneumatic-tired Rollers Required**

A sufficient number of self-propelled pneumatic-tired rollers shall be used to assure that the rolling of the surface for the required number of passes will not Delay any other phase of the laying operation nor result in excessive cooling of the mixture before the rolling is complete. In the event that the rolling falls behind, the laying operation shall be discontinued until the rolling operations are sufficiently caught up.

### **330A-10.1.6 Compaction of Areas Inaccessible to Rollers**

Areas which are inaccessible to a roller (such as areas adjacent to curbs, headers, gutters, bridges; manholes, etc.) shall be compacted by the use of hand tamps or other satisfactory means.

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### **330A-10.1.7 Rolling Patching and Leveling Courses**

Self-propelled pneumatic-tired rollers shall be used for the rolling of all patching and leveling courses. Where the initial leveling course is placed over broken concrete pavement, the pneumatic-tired roller shall weigh at least 15 tons. For Type S-III Asphaltic Concrete leveling courses, the use of a steel-wheeled roller, to supplement the traffic rollers, will be required. On other leveling courses, the use of a steel-wheeled roller will be required on all passes after the first.

### **330A-10.1.8 Correcting Defects**

The rollers shall not be allowed to deposit gasoline, oil or grease onto the pavement, and any areas damaged by such deposits shall be removed and replaced as directed by the Engineer. While rolling is in progress, the surface shall be tested continuously and all discrepancies corrected to comply with the surface requirements. All drippings, fat or lean areas and defective construction of any description shall be removed and replaced. Depressions which develop before the completion of the rolling shall be remedied by loosening the mixture and adding new mixture to bring the depressions to a true surface. Should any depression remain after the final compaction has been obtained, the full depth of the mixture shall be removed and replaced with sufficient new mixture to form a true and even surface. All high spots, high joints and honeycomb shall be corrected as directed by the Engineer. Any mixture remaining unbonded after rolling shall be removed and replaced. Any mixture which becomes loose or broken, mixed or coated with dirt or in any way defective, prior to laying the wearing course shall be removed and replaced with fresh mixture which shall be immediately compacted to conform with the surrounding area.

### **330A-10.1.9 Use of Traffic Roller on First Overbuild Course**

A self-propelled pneumatic-tired roller shall be used on the first overbuild course. Coverage shall be a minimum of five passes.

### **330A-10.1.10 Use of Traffic Roller on First Structural Layer Placed on a Milled Surface**

A self-propelled pneumatic-tired roller shall be used on the first structural layer placed on a milled surface. Coverage shall be a minimum of three passes.

### **330A-10.2 Provisions Applicable to Shoulder Pavement Only**

Shoulder pavements wider than three feet shall be compacted by the use of Equipment of the type required for other asphaltic concrete pavements. Density determinations will be required on shoulder pavements wider than three feet when the thickness is one-inch or greater. These density determinations (including the control strip) will be separate from the pavement lane even when the pavement lane and shoulder are placed in the same pass.

Density determinations will not be required on asphaltic concrete or sand-asphalt hot mix shoulders three feet or less in width. The compactive effort shall be done by the use of tandem steel rollers not exceeding 12 tons in weight. In restricted areas other Equipment that will effectively exert a compactive effort may be approved by the Engineer. The Contractor shall state

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what Equipment and compactive effort (coverage) is proposed to be used. This must be approved by the Engineer before the Contractor starts the operation. Where sand-asphalt hot mix shoulders are constructed within the limits of curb and gutter, compaction shall be done by light weight rolling Equipment, approved by the Engineer, which will not displace the previously constructed curb and gutter.

### 330A-10.3 Density Control

#### 330A-10.3.1 Density Control Nuclear Method

The in-place density of each course of asphalt mix construction, with the exceptions of patching courses, leveling and intermediate courses less than one-inch thick or a specified spread rate less than 100 pounds per square yard, overbuild courses where the minimum thickness is less than one-inch, and open-graded friction courses, shall be determined by the use of the Nuclear Density Backscatter Method as specified by FM 1-T238 (Method B). The required density of a completed course shall be at least 98 percent of the average density of the control strip.

#### 330A-10.3.2 Control Strips

One or more control strips shall be constructed for the purpose of determining the control strip density. A control strip shall be constructed at the beginning of asphalt construction and one thereafter for each successive course. Any change in the composition of the mix will require the construction of a new control strip. The Engineer may require an additional control strip when he deems it necessary to establish a new control strip density or conform the validity of the control strip density being used at that time. The Contractor may request a conformation of the control strip density also. The control strip must be constructed as a part of a normal day's run. The Contractor will not be permitted to construct the control strip separately.

The length of the control strip shall be 300 feet, regardless of the width of the course being laid. When the control strip is to be constructed for the first day of asphalt construction or at the beginning of a new course, it shall be started between 500 and 1,000 feet from the beginning of the paving operation. The thickness of the control strip shall be the same as that specified for the course of which it is a part. The control strip will be constructed using the same mix, the same paving and rolling Equipment and the same procedures as those used in laying the asphalt course of which the control strip is to become a part. Every control strip will remain in place and become a portion of the completed Roadway.

When the compaction of the control strip has been completed, ten density determinations will be made at random locations within the control strip. No determinations will be made within one foot of any unsupported edge. The average of these ten determinations will be the Control Strip Density. For purposes of determining the percent of Laboratory density, as required in Table 330AA-2, a correction factor will be developed from cores or by direct transmission nuclear determination where applicable.

- (a) The lab density shall be calculated to the nearest 0.01 percent and rounded to the nearest 0.1 percent.

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In the event that a control strip meeting the requirements of Table 330AA-2 is not obtained, and this particular mix, layer, etc., is completed on the project, density shall be evaluated in accordance with FM 5-543 (Determining Density of Asphalt Pavement Layers When a Valid Control strip is not obtained).

<b>Table 330AA-2</b>			
<b>Roadway Requirements for Bituminous Concrete Mixes</b>			
<b>Mix Type</b>	<b>Density*</b>	<b>Minimum Control Strip Density (%)</b>	<b>Surface* Tolerance</b>
S-I	X	96 Lab. Dens.	X
S-II	X	96 Lab. Dens.	X
S-III	X	96 Lab. Dens.	X
Type II	X	96 Lab. Dens.	X
Type III	X	96 Lab. Dens.	X
SAHM	X	96 Lab. Dens.	X
ABC-1	X	96 Lab. Dens.	**
ABC-2	X	96 Lab. Dens.	**
ABC-3	X	96 Lab. Dens.	**
FC-1	X	96 Lab. Dens.	X
FC-2	No Density Required	96 Lab. Dens.	X
FC-4	X	96 Lab. Dens.	X

\*X – Denotes that test is required.

\*\* – Shall meet the straightedge requirements of 200-7.

### 330A-10.3.3 LOTs

For the purpose of acceptance and partial payment, each day's production will be divided into Lots. The standard size of a Lot shall consist of 5,000 lineal feet of any pass made by the paving train regardless of the width of the pass or the thickness of the course. Pavers traveling in echelon will be considered as two separate passes. When at the end of a day's production or the completion of a given course or at the completion of the project, a partial Lot occurs, then the Lot size will be redefined as follows: If the partial Lot contains one or two sublots with their appropriate test results, then the previous full-size Lot will be redefined to include this partial Lot and the evaluation of the Lot will be based on either six or seven subplot determinations. If the partial Lot contains three or four sublots with their appropriate test results, this partial Lot will be redefined to be a whole Lot and the evaluation of it will be based on the three or four subplot determinations.

For the standard size Lot (5,000 lineal feet), five density determinations - one for each subplot - will be made at random locations within the Lot. but not to be taken within one foot of any unsupported edge. The random locations will be determined by the use of statically derived random number tables furnished by the Department. These will also be used for partial Lots, For the Contractor to receive full payment for density, the average density of a Lot will be a minimum of 98.0 percent

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of the control strip density. Once the average density of a Lot has been determined the Contractor will not be permitted to provide additional compaction to raise the average.

**330A-10.3.4 Acceptance:** The completed pavement will be accepted with respect to density on a Lot basis. Partial payment will be made for those Lot's that have an average density less than 98.0 percent of the Control Strip Density based on the following schedule:

<b>Table 330AA-3</b>	
<b>Payment Schedule for Density</b>	
<b><u>Percent of Control Strip Density*</u></b>	<b><u>Percent of Payment</u></b>
98.0 and above	100
97.0 to less than 98.0	95
96.0 to less than 97.0	90
**Less than 96.0	75

\*In calculating the percent of control strip density, *do not round off* the final percentage.

\*\*If approved by the Engineer based on an engineering determination that the material is acceptable to remain in place, the Contractor may accept the indicated partial pay, otherwise the Department will require removal and replacement at no cost. The Contractor has the option to remove and replace at no cost to the Department at any time.

### **330A-10.3.5 Density Requirements for Small Projects**

For projects less than 1,000 linear feet in length and Bridge projects with approaches less than 1,000 linear feet each side, the requirements for control strips and nuclear density determination will not apply. The Contractor will use the standard rolling procedures as specified in 330A-10. The provisions for partial payment do not apply to these small projects.

### **330A-11 Joints**

#### **330A-11.1 Transverse Joints**

Placing of the mixture shall be as continuous as possible and the roller shall not pass over the unprotected end of the freshly laid mixture except when the laying operation is to be discontinued long enough to permit the mixture to become chilled. When the laying operation is thus interrupted, a transverse joint shall be constructed by cutting back on the previous run to expose the full depth of the mat.

#### **330A-11.2 Longitudinal Joints**

For all layers of pavement except the leveling course, placing of each layer shall be accomplished to cause longitudinal construction joints to be offset 6 to 12 inches laterally between successive layers. The Engineer may waive this requirement where offsetting is not feasible due to the sequence of construction.

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**330A-11.3 General:** When fresh mixture is laid against the opposite edges of joints (trimmed or formed as provided above), it shall be placed in close contact with the exposed edge so that an even, well-compacted joint will be produced after rolling.

### **330A-12 Surface Requirements**

#### **330A-12.1 Contractor Responsibility**

The Contractor shall be responsible for obtaining a smooth surface on all pavement courses placed and therefore should straightedge all intermediate and final courses with a 15-foot rolling straightedge. A 15-foot manual straightedge shall be furnished by the Contractor and shall be available at the job site at all times during the paving operation for checking joints and surface irregularities.

#### **330A-12.2 Texture of the Finished Surface of Paving Layers**

The finished surface shall be of uniform texture and compaction. The surface shall have no pulled, torn, or loosened portions and shall be free of segregation, sand streaks, sand spots, or ripples. Any area of the surface which does not meet the foregoing requirements shall be corrected in accordance with 330A-12.4.

Unless written permission is obtained, asphalt concrete mixtures containing aggregates which will cause a different color appearance shall not be used in the final wearing surface in sections less than one mile in length.

#### **330A-12.3 Acceptance Testing for Surface Tolerance**

##### **330A-12.3.1 General**

Acceptance testing for surface tolerance will be applicable to pavement lanes and ramps, where the width is constant, and shall include all construction joints.

Intersections, tapers, crossovers, transitions at beginning and end of project, and similar areas will not be tested for surface tolerance with the rolling straightedge as provided below. However, any individual surface irregularity in these areas in excess of 3/8 inch as determined by a 15-foot straightedge, and deemed by the Department to be objectionable, shall be corrected in accordance with 330A-12.4.

When the Department is ready to perform acceptance testing for surface tolerance, the Contractor shall provide the required traffic control in accordance with standard maintenance of traffic requirements specified in the Contract. The cost of this traffic control shall be included in the Contract Bid prices for the asphalt items.

The Contractor shall also provide a representative to be present during the entire operation of straight edging for acceptance purposes.

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### 330A-12.3.2 Test Method

Acceptance testing shall consist of one pass of a standard 15-foot rolling straightedge operated along the centerline of each lane tested. This does not preclude acceptance testing at other locations within the lane being tested.

### 330A-12.3.3 Acceptance Criteria for Last Layer Prior to Friction Course

The Contractor shall furnish and operate an acceptable 15-foot rolling straightedge for testing of the last layer prior to the friction course as directed by the Engineer and supervised by project personnel. All deficiencies in excess of 3/16-inch shall be corrected in accordance with 330A-12.4 and retested as necessary prior to placement of the friction course. Where the final surface is not a friction course, acceptance criteria shall be in accordance with 330A-12.3.4.

### 330A-12.3.4 Acceptance Criteria for Final Surface or Friction Course

Upon completion of the final surface or friction course, district Materials personnel will test the finished surface with a 15-foot rolling straightedge. All deficiencies in excess of 3/16th inch shall be corrected in accordance with 330A-12.4, except that correction by overlaying will not be permitted when the final surface is a friction course.

The Engineer may waive corrections specified above if an engineering determination indicates that the deficiencies are sufficiently separated so as not to significantly affect the ride quality of the pavement and corrective action would unnecessarily mar the appearance of the finished pavement.

Where the Engineer elects to waive correction and the finished pavement surface is a friction course, the pay quantity for Asphaltic Concrete Friction Course will be reduced by the amount of friction course which would have been removed and replaced if the correction had been made (100 ft. X lane width).

Where the Engineer elects to waive a correction and the finished pavement surface is other than a friction course, the appropriate pay quantity for Asphaltic Concrete shall be reduced by the equivalent quantity of Materials which would have been removed and replaced if the correction had been made.

- (a) Where the pay quantity is in square yard, the reduction is based on the area which would have been removed (100 feet X lane width) multiplied by the ratio of the layer thickness to the total thickness of the type of mix specified.
- (b) Where the pay quantity is in tons, the reduction is based on the volume which would have been removed (100 feet X lane width X layer thickness) multiplied by the Laboratory density for the mix.

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### 330A-12.4 Correcting Unacceptable Pavement

The Contractor has the option of selecting one of the following methods unless overlaying is prohibited in accordance with 330A-12.3.4:

- (a) Removing and Replacing: If correction is made by removing and replacing the pavement, the removal must be for the full depth of the course and extend at least 50 feet on either side of the defective area, for the full width of the paving lane.
- (b) Overlaying: If correction is made by overlaying, the overlay shall cover the length of the defective area and taper uniformly to a featheredge thickness at a minimum distance of 50 feet on either side of the defective area. The overlay shall extend full width of the Roadway. Care shall be taken to maintain the specified cross slope. The mix used for the overlay may be adjusted as necessary for this purpose by the District Bituminous Engineer.
- (c) Other Methods: For courses which will not be the final pavement surface, correction of minor straightedge deficiencies by methods other than specified above shall be approved by the District Bituminous Engineer.

The cost of all corrective Work, either by removing and replacing or by overlaying, shall be borne by the Contractor.

### 330A-13 Protection of Finished Surface

Sections of newly compacted asphaltic concrete which are to be covered by additional courses shall be kept clean until the successive course is laid.

No dumping of embankment or base material directly on the pavement will be permitted. Dressing of shoulders shall be completed before placement of the friction course on adjacent pavement.

Blade graders operating adjacent to the pavement during shoulder construction shall have a two-inch by eight-inch (or larger) board (or other attachment providing essentially the same results) attached to their blades in such manner that it extends below the blade edge, in order to protect the pavement surface from damage by the grader blade.

To prevent rutting or other distortion, sections of newly finished dense-graded friction course and the last structural layer prior to the friction course shall be protected from traffic until the surface temperature has cooled below 160°F.

The Contractor may use artificial methods to cool the pavement to expedite paving operations. The Department may direct the Contractor to use artificial cooling methods when, in the opinion of the Engineer, maintenance of traffic requires opening the pavement to traffic at the earliest possible time.

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### 330A-14 Correcting Deficient Thickness

#### 330A-14.1 Allowable Deficiencies

When the pavement is to be paid for on a square yard basis, the thickness shall be determined from the length of the co-borings, as specified in 330A-15.1. The maximum allowable deficiency from the specified thickness shall be as follows:

- (1) For pavement of a specified thickness of 2 1/2 inches or more: 1/2 inch.
- (2) For pavement of a specified thickness of less than 2 1/2 inches: 1/4 inch.

#### 330A-14.2 Pavement Exceeding Allowable Deficiency in Thickness

##### 330A-14.2.1 When Deficiency is Seriously in Excess

Where the deficiency in thickness is: (1) in excess of 3/8 inch, for pavement of less than 2 1/2 inches in specified thickness, or, (2) in excess of 3/4 inch, for pavement of specified thickness of 2 1/2 inches or more, the Contractor shall correct the deficiency either by replacing the full thickness for a length extending at least 50 feet from each end of the deficient area, or (when permitted by the Engineer) by overlaying as specified in 330A-14.2.3.

As an exception to the above, pavement outside the main Roadway area (acceleration and deceleration lanes and crossovers) may be left in place, without compensation when 80 permitted by the Engineer, even though the thickness deficiency exceeds the tolerance specified above.

The Contractor will receive no compensation for any pavement removed, nor for the Work of removing such pavement.

##### 330A-14.2.2 When Deficiency is Not Seriously in Excess

When the deficiency in the thickness of the pavement is over 1/4 inch but not more than 3/8 inch, for pavement of specified thickness less than 2 1/2 inches; or when the deficiency in thickness is over 1/2 inch but not more than 3/4 inch, for pavement of specified thickness of 2 1/2 inches or greater; the Contractor will be allowed to leave such pavement in place, but without compensation. The areas of such pavement for which no square yard payment will be made shall be the product of the total distance between acceptable cores, multiplied by the width of the lane which was laid at the particular pass in which deficient thickness was indicated. All costs of the overlaying and compacting shall be borne by the Contractor.

##### 330A-14.2.3 Correcting Deficiency by Adding New Surface Material

For any case of excess deficiency of the pavement, the Contractor will be permitted, if approved by the Engineer for each particular location, to correct the deficient thickness by adding new surface material and compacting to the same density as the adjacent surface. The area to be corrected and the thickness of new material added shall be as specified in 330A-12.3.

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All costs of the overlaying and compacting shall be borne by the Contractor.

### **330A-15 Calculations for Thickness of Pavement to be Paid for (Applicable Only Where the Pavement is to be Paid for by the Square Yard)**

#### **330A-15.1 Core Borings**

When the Department is ready to core the finished asphalt construction for thickness as required for acceptance testing, the Contractor shall provide the required traffic control in accordance with standard maintenance of traffic requirements specified in the Contract. The cost of this traffic control shall be included in the Contract Bid prices for the asphalt items.

The Contractor shall provide a representative to be present during the entire coring operations for acceptance purposes.

The thickness of the pavement shall be determined from the length of cores, at least two inches in diameter, taken at random points on the cross section and along the Roadway. Each core shall represent a section of Roadway no longer than 200 feet regardless of the number of lanes. Thickness determinations for paved shoulders and widening shall be separate from the mainline Roadway and shall represent a section no longer than 400 feet for each shoulder or- widening. The average thickness shall be determined from the measured thicknesses, and in accordance with the procedure and criteria specified herein.

If the Contractor believes that the number of cores taken by the Department is insufficient to properly indicate the thickness of the pavement, he may request the Department to make additional borings at locations designated by him. The cost of these additional borings shall be deducted from any sums due the Contractor unless such borings indicate that the pavement within the questioned area is of specified thickness.

#### **330A - 15.2 Criteria for Calculations DELETE AND SUBSTITUTE THE FOLLOWING:**

The calculation for asphaltic concrete pavement to be paid for under this section shall be the area in square yards completed and accepted with the length to be used in the calculation being the actual length measured along the surface and the width as shown on the Plans. The thickness to be paid shall be as shown on the Typical Section in the Plans.

Areas of deficient thickness - pavement which is left in place with no compensation (as specified in 330A-14.2), shall not be taken into account in the calculation.

Where areas of defective surface or deficient thickness are corrected by overlaying with additional material, the thickness used in the calculations shall be the thickness specified on the Typical Section for such areas.

**END OF SECTION**

# GENERAL PROVISIONS

## SECTION 331 TYPE S ASPHALTIC CONCRETE

SECTION 331 IS ADDED TO THIS SPECIFICATION

### 331-1 Description

This Section specifies the Materials, the composition, and physical test properties for Type S Asphaltic Concrete (Type S-I, Type S-II or Type S-III as specified by the Contract or when offered as alternates. The composition, and physical test properties for all mixes, including Type S Asphaltic Concrete (S-I, S-II and S-III) are shown in the following Table 331-1 and Table 331-2.

Where Type S Asphaltic Concrete is specified in the Contract, if approved by the Engineer, the Contractor may also select Type S-III Asphaltic Concrete as an alternate for the final surface (no friction course specified) and as the final layer of structural course only, prior to the friction course. Type S-II Asphaltic Concrete will not be permitted as the final layer prior to the friction course. Requirements for plant and Equipment shall be as specified in Section 320. General construction requirements shall be as specified in Section 330A.

<b>Table 331-1</b>								
<b>Percent By Weight Total Aggregate Passing Sieves*</b>								
<u>Type</u>	<u>3/4</u>	<u>1/2</u>	<u>3/8</u>	<u>No.4</u>	<u>No. 10</u>	<u>No. 40</u>	<u>No. 80</u>	<u>No. 200</u>
S-I	100	88-100	75-93	47-75	31-53	19-35	7-21	2-6
S-II**	83-98	71-87	62-78	47-63	33-49	19-35	9-18	2-6
S-III		100	88-100	60-90	40-70	20-45	10-30	2-12
Type II		100	90-100	80-100	55-90			2-10
Type III		100	80-100	65-100	40-75	20-45	10-30	0-12
SAHM		100						0-12
ABC-1		100						0-12
ABC-2		100			55-90			2-10
ABC-3***	70-100			30-70	20-60	10-40		2-8
FC-1		100			55-85			2-5
FC-2****		100	85-100	10-40	4-12			2-6
FC-4		100			75-90			2-6

\*In inches, except where otherwise indicated. Number sieves are U.S. Standard sieve series.

\*\*100% passing 1 1/4-inch sieve and 94-100% passing 1-inch sieve.

\*\*\*100% passing 1 1/2-inch sieve.

\*\*\*\*The design range for the No. 10 sieve may be increased for lightweight aggregates.

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<b>Table 331-2</b>					
<b>Marshall Design Properties for</b>					
<b>Bituminous Concrete Mixes</b>					
<u>Mix Type</u>	<u>Minimum Marshall Stability (lbs.)</u>	<u>Flow* (0.01 in.)</u>	<u>Minimum VMA (%)</u>	<u>Air Voids (%)</u>	<u>Minimum Effective Asphalt Content (%)</u>
S-I	1500	8-14	14	3-5	5.0
S-II	1500	8-14	13	3-5	5.0
S- III	1500	8-14	15	3-7	5.5
Type II	500-750	7-16	18	5-16	6.0
Type III	750-1000	7-16	15	5-12	5.5
SAHM	300-500	7-16	15	5-16	6.0
ABC-1	500	7-16	15	5-16	6.0
ABC-2	750	7-16	15	5-14	5.5
ABC-3	1000	8-14	14	3-7	5.0
FC-1	500	7-14	15	8-14	5.5
FC-2	-	-	-	-	-
FC-4	500	7-14	15	12-16	5.0

\*The maximum Flow for the mix design shall be one point less than shown in the Table. The maximum Flow values shown apply only during production.

Work will be accepted on a LOT to LOT basis in accordance with the applicable requirements of Sections 5, 6, and 9. The size of the LOT will be as specified in 331-5 for the bituminous mixture produced at the plant and as stipulated in 330A-10 and 330A-12 for the material placed on the Roadway.

### 331-2 Materials

#### 331-2.1 General Specifications

The Materials used shall conform with the requirements specified in Division III. Specific references are as follows:

- |   |                 |
|---|-----------------|
| (1) Asphalt Cement Viscosity Grade AC-30            | 916-1           |
| (2) Mineral Filler                                  | 917-1 and 917-2 |
| (3) Coarse Aggregate, Stone, Slag or Crushed Gravel | Section 901*    |
| (4) Fine Aggregate                                  | Section 902     |

\*Gravel for use in asphalt concrete mixtures shall be crushed. In addition, the asphalt concrete mixtures containing crushed gravel as the coarse aggregate component must show no potential for stripping during Laboratory testing, before approval of the mix design.

Reclaimed Portland Cement Concrete Pavement may be used as a coarse aggregate or screenings component subject to meeting all applicable Specifications.

All Materials shipped to the asphalt plant will be sampled at their destination.

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### 331-2.2 Specific Requirements

#### 331-2.2.1 Condition of Aggregate

The aggregate shall be clean and shall contain no deleterious substances. Coarse or fine aggregate containing any appreciable amount of phosphate shall not be used.

#### 331-2.2.2 Fine Aggregate and Mineral Filler

In Laboratory tests, and for the purpose of proportioning the paving mixture, all material passing the No. 10 sieve and retained on the No. 200 sieve, shall be considered as fine aggregate, and the material passing the No. 200 sieve shall be considered as mineral filler.

#### 331-2.2.3 Screenings

Any screenings used in the combination of aggregates shall contain not more than 15 percent of material passing the No. 200 sieve. When two screenings are blended to produce the screening component of the aggregate, one of such screenings may contain up to 18 percent of material passing the No. 200 sieve, as long as the combination of the two does not contain over 15 percent material passing the No.200 sieve. Screenings may be washed to meet these requirements.

#### 331-2.2.4 Use of Reclaimed Asphalt Pavement

Reclaimed asphalt pavement may be used as a component material of the bituminous mixture subject to the following:

1. The Contractor shall be responsible for the design of asphalt mixes which incorporate reclaimed asphalt pavement as a component part.
2. Reclaimed asphalt pavement shall not exceed 60 percent by weight of total aggregates for Asphalt Base Courses nor more than 35 percent by weight of total aggregates for Structural and Leveling Courses, Reclaimed asphalt pavement shall not be used in Friction Courses.
3. A 3 ½" grizzly shall be mounted over the reclaimed asphalt pavement cold bin. If oversize material shows up in the mix, the size of openings shall be reduced.
4. The reclaimed asphalt pavement material as stockpiled shall be reasonably uniform in characteristics and shall not contain aggregate particles which are soft or conglomerates of fines.

#### 331-2.2.5 Recycling Agents

When reclaimed asphalt pavement is approved for use as a component material, a recycling agent meeting the requirements specified in 916A-2 shall be used in the mix.

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### 331-3 Permissible Variation for the Coarse Aggregate

The aggregate or aggregates shipped to the job shall be sized and uniformly graded or combined in such proportions that the resulting mixture meets the grading requirements of the mix design.

### 331-4 General Composition of Mixture

#### 331-4.1 General

The bituminous mixture shall be composed of a combination of aggregate (coarse, fine or mixtures thereof), mineral filler, if required, and bituminous material. Not more than 20 percent by weight of the total aggregate used shall be silica sand or local Materials as defined in Section 902. The silica sand and local Materials contained in any reclaimed asphalt pavement material, if used in the mix, shall be considered in this limitation. The several aggregate fractions shall be sized, uniformly graded and combined in such proportions that the resulting mixture will meet the grading and physical properties of the approved mix design.

Reclaimed asphalt pavement meeting the requirements of 331-2.2.4 may be approved as a substitution for a portion of the combination of aggregates, subject to all applicable specification requirements being met.

#### 331-4.2 Grading Requirements

In all cases, the job mix formula shall be within the design ranges specified in Table 331-1.

#### 331-4.3 Mix Design

##### 331-4.3.1 General

Prior to the production of any asphaltic paving mixture, the Contractor shall submit a mix design to the Engineer at least two weeks before the scheduled start of production. The following information shall be furnished:

1. The specific project on which the mixture will be used.
2. The source and description of the Materials to be used.
3. The gradation and approximate proportions of the raw Materials as intended to be combined in the paving mixture.
4. A single percentage of the combined mineral aggregate passing each specified sieve.
5. A single percentage of asphalt by weight of total mix intended to be incorporated in the completed mixture.
6. A single temperature at which the mixture is intended to be discharged from the plant.
7. The Laboratory density of the asphalt mixture, for all mixes except Open-Graded Friction Courses.

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8. Evidence that the completed mixture will conform to all specified physical requirements.
9. The name of the individual responsible for the Quality Control of the mixture during production.

In lieu of the above, when reclaimed asphalt pavement is approved for use as a component material, the Contractor shall submit to the Engineer at least two weeks before the scheduled start of production in writing a proposed mix design and samples of all material components.

The following information shall be furnished with the proposed mix design for mixes containing reclaimed asphalt pavement:

1. The specific project on which the mixture will be used.
2. The source and description of the Materials to be used.
3. The gradation and approximate proportions of the raw Materials as intended to be combined in the paving mixture.
4. A single percentage of the combined mineral aggregate passing each specified sieve.
5. A single temperature at which the mixture is intended to be discharged from the plant.
6. The name of the individual responsible for the Quality Control of the mixture during production.

### **331-4.3.2 Revision of Mix Design**

The approved mix design shall remain in effect until a change is authorized by the Engineer. A new design will be required for any change in source of aggregate.

### **331-4.3.3 Resistance to Plastic Flow**

The submitted mix design shall include test data showing that the material as produced will meet the requirements specified in Table 331-2 when tested in accordance with FM 1-T245. Further, the bulk specific gravity of the Laboratory compacted bituminous mixture shall be determined in accordance with FM T-T166.

The percent of unfilled voids and the percent of aggregate voids filled with asphalt shall be based on the maximum specific gravity of the bituminous mixture and on the asphalt content of each group of specimens prepared from the same sample. Maximum specific gravity of the bituminous mixture shall be determined by FM 1-T-209.

### **331-4.4 Contractor's Quality Control**

#### **331-4.4.1 Personnel DELETE IN ITS ENTIRETY**

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### 331-4.4.2 Extraction Gradation Analysis

The bituminous mixture will be sampled at the plant in accordance with FM 1-T168. The percent bitumen content of the mixture will be determined in accordance with FM 5-544. The percent passing the standard sieves will be determined in accordance with FM 5-545. All test results will be shown to the nearest 0.01. All calculations will be carried to the 0.001 and rounded to the nearest 0.01, in accordance with the Department's rules of rounding.

The Contractor will run a minimum of one extraction gradation analysis of the mixture for each day's or part of a day's production and immediately following any change in the production process. The quality control sample of mixture for the extraction gradation analysis will be taken each day as soon as the plant operations have stabilized and the results will be obtained in a timely manner so that adjustments can be made if necessary.

Extraction gradation analysis will not be required on the days when mix production is less than 100 tons. However, when mix production is less than 100 tons per day on successive days, the test will be run when the accumulative tonnage on such days exceeds 100 tons.

The target gradation and asphalt content shall be as shown on the mix design. Any changes in target will require a change in the mix design in accordance with 331-4.3.2.

If the percentage of bitumen deviates from the optimum asphalt content by more than 0.55 percent, or the percentage passing any sieve falls outside the limits shown in Table 331-3, the Contractor will make the necessary correction. If the results for two consecutive tests deviate from the optimum asphalt content by more than 0.55 percent, or exceeds the limits as shown in Table 331-3 for any sieve, the plant operation shall be stopped until the problem has been corrected.

The Contractor will maintain control charts showing the results of the extraction gradation analysis (bitumen content and sieve analysis).

<b>Sieve Size</b>	<b>Percent Passing</b>
1"	
7.0	
3/4"	7.0
1/2"	7.0
3/8"	7.0
No. 4	7.0
No. 10	5.5
No. 40*	4.5
No. 80*	3.0
No. 200	2.0

\*Does not apply to SAHM, ABC-I or Type II.

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### 331-4.4.3 Plant Calibration

At or before the start of mix production, a set of hot bin samples for batch or continuous mix plants or belt cut for drum mix plants will be wash graded to verify calibration of the plant. When approved by the Engineer, extraction gradation analysis of the mix may be used to verify calibration of the plant. This extraction gradation analysis may also be used to fulfill the quality control requirements for the first days' production.

### 331-4.4.4 Viscosity of Asphalt in Mixes Containing Reclaimed Asphalt Pavement

When reclaimed asphalt pavement is a component material, the viscosity of the asphalt material in the bituminous mixture, determined in accordance with FM 1-T202, shall be 6000 +/- 2000 poises. This determination shall be made on samples obtained by the Department on a random basis at a frequency of approximately one per 2000 tons of mix.

If the viscosity is determined to be out of the specified tolerance, the Contractor shall adjust the recycling agent formulation or blend of reclaimed asphalt material used in the mixture to bring the viscosity within tolerance.

### 331-5 Acceptance of The Mixture

(For This Article, the Term "Lot" Applies to Department Projects)

#### 331-5.1 General

The bituminous mixture will be accepted at the plant, with respect to gradation and asphalt content, on a Lot to Lot basis. The material will be tested for acceptance in accordance with the provisions of 6-4 and the following requirements. However, any load or loads of mixture which, in the opinion of the opinion of the Engineer, are unacceptable for reason of being excessively segregated, aggregates improperly coated, or of excessively high or low temperature shall be rejected for use in the Work.

A standard size Lot at the asphalt plant shall consist of 4000 tons with four equal sublots of 1000 tons each.

A partial Lot may occur due to the following:

- (1) The completion of a given mix type on a project.
- (2) an approved Lot termination by the Engineer due to a change in process, extended Delay in production, or change in mix design.

If the partial Lot contains one or two sublots with their appropriate test results, then the previous full-size Lot will be redefined to include this partial Lot and the evaluation of the Lot will be based on either five or six subplot determinations. If the partial Lot contains three sublots with their appropriate test results, this partial Lot will be redefined to be a whole Lot and the evaluation of it will be based on three subplot determinations.

When the total quantity of any mix is less than 3000 tons, the partial Lot will be evaluated for the appropriate number of sublots from  $n = 1$  to  $n = 3$ . When the total quantity of any mix type is less

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than 500 tons, the Department will accept the mix on the basis of visual inspection. The Department may run extraction and gradation analysis for information purposes; however, the provisions for partial payment will not apply.

On multiple project contracts, the Lot(s) at the asphalt plant will carry over from project to project.

### 331-5.2 Acceptance Procedures

The Contractor shall control all operations in the handling, preparation, and mixing of the asphalt mix so that the percent bitumen and percent passing the No.4, 10, 40 and 200 sieves will meet the approved job mix formula within the tolerance shown in Table 331-5.

<b>Table 331-5</b>	
<b>Tolerances for Acceptance Tests</b>	
<b>Characteristic</b>	<b>Tolerance*</b>
Asphalt Content (Extraction)	+/-0.55%
Asphalt Content (Printout)	+/-0.15%
Passing No. 4 Sieve	+/-7.00%
Passing No. 10 Sieve	+/-5.50%
Passing No. 40 Sieve**	+/-4.50%
Passing No. 200 Sieve	+/-2.00%

\*Tolerances for sample size of n = 1. See Table 331-6 for other sample sizes n=2 through n=6.

\*\*Applies only to Type S-I, S-II, S-III, FC-1 and FC-4.

Acceptance of the mixture shall be on the basis of test results on consecutive random samples from each LOT. One random sample shall be taken from each subplot. The bituminous mixture will be sampled at the plant in accordance with FM 1-T 168. The percent bitumen content of the mixture will be determined in accordance with FM 5-544. The percent passing the No.4, No. 10, No. 40 and No. 200 sieves will be determined in accordance with FM 5-545.

Calculations for the acceptance test results for bitumen content and gradation (percent passing No.4, No. 10, No. 40 and No. 200) shall be shown to the nearest 0.01. Calculations for arithmetic averages shall be carried to the 0.001 and rounded to the nearest 0.01 in accordance with the Department's rules of rounding.

When the Contractor or Producer chooses to use a storage bin for mix storage overnight or longer, the material processed in this manner will be handled as follows:

The samples of mix taken for acceptance tests on asphalt content must be taken before the mix is placed into the storage bin. Samples of mix for acceptance tests on gradation shall be taken after the mix has been removed from the storage bin.

Payment will be made on the basis of Table 331-6 Acceptance Schedule of Payment. The process will be considered out of control when any individual test result from a LOT exceeds the 90 percent

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pay factor limit for the values in the "one test" column of Table 331-6. When this happens, the LOT will be automatically terminated and the percent of payment will be determined from Table 331-6.

Table 331-6						
Acceptance Schedule of Payment - (Asphalt Plant Mix Characteristics)						
Average of Accumulated Deviations of the Acceptance Tests from the Mix Design						
Pay Factor	1-Test	2-Tests	3- Tests	4-Tests	5- Tests	6-Tests
<b>Asphalt Cement Content (Extraction)</b>						
1.00	0.00-0.55	0.00-0.43	0.00-0.38	0.00-0.35	0.00-0.33	0.00-0.31
0.95	0.56-0.65	0.44-0.50	0.39-0.44	0.36-0.40	0.34-0.37	0.32-0.36
0.90	0.66-0.75	0.51-0.57	0.45-0.50	0.41-0.45	0.38-0.42	0.36-0.39
0.80*	Over 0.75	Over 0.57	Over 0.50	Over 0.45	Over 0.42	Over 0.39
<b>Asphalt Cement Content (Printout)</b>						
1.00	0.00-0.15	0.00-0.15	0.00-0.15	0.00-0.15	0.00-0.15	0.00-0.15
0.95	0.16-0.25	0.16-0.25	0.16-0.25	0.16-0.25	0.16-0.25	0.16-0.25
0.90	0.26-0.35	0.26-0.35	0.26-0.35	0.26-0.35	0.26-0.35	0.26-0.35
0.80*	Over 0.35	Over 0.35	Over 0.35	Over 0.35	Over 0.35	Over 0.35
<b>No. 4 Sieve **</b>						
1.00	0.00-7.00	0.00-5.24	0.00-4.46	0.00-4.00	0.00-3.68	0.00-3.45
0.98	7.01-8.00	5.25-5.95	4.47-5.04	4.01-4.50	3.69-4.13	3.46-3.86
0.95	8.01-9.00	5.96-6.66	5.05-5.62	4.51-5.00	4.14-4.58	3.87-4.27
0.90	9.01-10.00	6.67-7.36	5.63-6.20	5.01-5.50	4.59-5.02	4.28-4.67
0.80*	Over 10.00	Over 7.36	Over 6.20	Over 5.50	Over 5.02	Over 4.67
<b>No. 10 Sieve **</b>						
1.00	0.00-5.50	0.00-4.33	0.00-3.81	0.00-3.50	0.00-3.29	0.00-3.13
0.98	5.51-6.50	4.34-5.04	3.82-4.39	3.51-4.00	3.30-3.74	3.14-3.54
0.95	6.51-7.50	5.05-5.74	4.40-4.96	4.01-4.50	3.75-4.18	3.55-3.95
0.90	7.51-8.50	5.75-6.45	4.97-5.54	4.51-5.00	4.19-4.63	3.96-4.36
0.80*	Over 8.50	Over 6.45	Over 5.54	Over 5.00	Over 4.63	Over 4.36
<b>No. 40 Sieve **</b>						
1.00	0.00-4.50	0.00-3.91	0.00-3.65	0.00-3.50	0.00-3.39	0.00-3.32
0.98	4.51-5.50	3.92-4.62	3.66-4.23	3.51-4.00	3.40-3.84	3.33-3.72
0.95	5.51-6.50	4.63-5.33	4.24-4.81	4.01-4.50	3.85-4.29	3.73-4.13
0.90	6.51-7.50	5.34-6.04	4.82-5.3	4.51-5.00	4.30-4.74	4.14-4.54
0.80*	Over 7.50	Over 6.04	Over 5.39	Over 5.00	Over 4.74	Over 4.54
<b>No. 200 Sieve **</b>						
1.00	0.00-2.00	0.00-1.71	0.00-1.58	0.00-1.50	0.00-1.45	0.00-1.41
0.95	2.01-2.40	1.72-1.99	1.59-1.81	1.51-1.70	1.46-1.63	1.42-1.57
0.90	2.41-2.80	2.00-2.27	1.82-2.04	1.71-1.90	1.64-1.80	1.58-1.73
0.80*	Over 2.80	Over 2.27	Over 2.04	Over 1.90	Over 1.80	Over 1.73

\*If approved by the Engineer based on an engineering determination that the material is acceptable to remain in place, the Contactor may, accept the indicated partial pay. Otherwise, the Department will require removal and replacement at no cost. The Contractor has the option to remove and replace at no cost to the Department at any time.

\*\*When there are two or more reduced payments for these items in one LOT of material, only the greatest reduction in payment will be applied. CAUTION: This rule applies only to these four gradation test

## GENERAL PROVISIONS

results.

### Notes:

- (1) The No. 40 Sieve applies only to Type S-I, S-II, S-III, FC-1 and FC-4.
- (2) Deviations are absolute values with no plus or minus signs.

### **331-5.3 Automatic Batch Plant with Printout**

Acceptance determinations asphalt content for mixtures produced by automatic batch plants with printout will be based on the calculated bitumen content using the printout of the weights of asphalt actually used. Acceptance determinations for gradations (No.4, No. 10, No. 40 and No. 2(0)) will be based on the actual test results from extraction gradation analyses. Payment will be made based on the provisions of Table 331-6.

### **331-5.4 Acceptance on the Roadway**

The bituminous mixture will be accepted on the Roadway with respect to compacted density and surface tolerance in accordance with the applicable requirements of 330A-10 and 330A-12.

### **331-5.5 Additional Tests**

The Department reserves the right to run any test at any time for informational purposes and for determining the effectiveness of the Contractor's quality control. The Department will determine the Marshall properties, a minimum of one set per LOT, to determine whether or not the Contractor is meeting the specification requirements. Specimens will be prepared at the plant and transported to the District or Central Lab where they will be tested in accordance with FM 5-511 for Marshall stability and flow, FM 1- T 209 for maximum specific gravity, and FM 1-T166 for density. When the average value of the specimens fails to meet specification requirements for stability or flow, or the air void content is below 3.0 percent (for structural mixes only), the Contractor's plant operations may be stopped until all specification requirements can be met or until another mix design has been approved (any revisions to a mix design shall be made in accordance with 331-4.3.2). When it is determined necessary to cease operations while the problem is being resolved, the approval of the Engineer will be required before resuming production of the mix. At this time the Marshall properties must be verified,

### **331-6 Compensation**

#### **331-6.1 Items for Which Payment Will Be Made**

For the Work specified under this Section (including the pertinent provisions of Sections 320 and 330A), payment will be made for the area of the pavement, in square yards (after adjustment to the equivalent area of specified-thickness pavement), or, when so shown, the weight of the mixture, in tons.

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### 331-6.2 Area of Pavement for Which Payment Will Be Made

When the pavement is to be paid for on an area basis, the area to be paid for shall be field measured quantity, omitting any areas not allowed for payment under the provisions of 9-3.2, omitting any areas not allowed for payment under 330A-14.2.

The thickness to be paid for under this section is the thickness shown on the typical section in the Plans.

### 331-6.3 Payment by Weight of Mixture

Where the pavement is to be paid for by weight, the weight shall be determined as provided in 320-2 (including the provisions for the automatic recordation system).

### 331-6.4 Bituminous Material DELETE IN ITS ENTIRETY

### 331-6.5 Work Included in Payment Items

The Contract unit price per ton or per square yard, as applicable, shall be full compensation for all the Work specified under this Section (including the applicable requirements of Sections 320 and 330A).

Payment shall be made under:

Item No. 331-2 – Type S Asphaltic Concrete – per ton.

Item No. 331-72 – Type S Asphaltic Concrete – per square yard.

**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 construction requirements as defined below. Use an asphalt mix, either HMA or WMA, which meets the requirements of this specification.

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### 334-1.2 Asphalt Work Mix Categories

Construction of asphalt pavement will fall into one of the following Work categories:

#### 334-1.2.1 Asphalt Work Category 1

Includes the construction of shared use paths and miscellaneous asphalt.

#### 334-1.2.2 Asphalt Work Category 2

Includes the construction of new asphalt turn lanes, paved shoulders and other non-mainline pavement locations.

#### 334-1.2.3 Asphalt Work Category 3

Includes the construction of new mainline asphalt pavement lanes, milling and resurfacing.

### 334-1.3 Mix Types

Use the appropriate asphalt mix as shown in Table 334-1.

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

A Type SP or FC mix one traffic level higher than the traffic level specified in the Contract may be substituted, at no additional cost (i.e. Traffic Level B may be substituted for Traffic Level A, etc.). Traffic levels are as defined in Section 334 of the Florida Department of Transportation's (FDOT's) Specifications.

### 334-1.4 Gradation Classification

The Superpave mixes are classified as fine and are defined in 334-3.2.2. The equivalent AASHTO nominal maximum aggregate size Superpave mixes are as follows:

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

### 334-1.5 Thickness

The total pavement thickness of the asphalt pavement will be based on a specified spread rate or plan thickness as shown in the Contract Documents. Before paving, propose a spread rate or thickness for each individual layer meeting the requirements of this specification, which when

## GENERAL PROVISIONS

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)  
 $G_{\text{mm}}$  = Maximum specific gravity from the mix design

For target purposes only, spread rate calculations shall be rounded to the nearest whole number.

### 334-1.5.1 Layer Thicknesses

Unless otherwise called for in the Contract Documents, the allowable layer thicknesses for asphalt 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.

### 334-2 Materials

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### 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.

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.

## GENERAL PROVISIONS

Warm mix technologies (additives, foaming techniques, etc.) listed on the Department's website may be used in the production of the mix. The URL for obtaining this information, is: <http://www.dot.state.fl.us/statematerialsoffice/quality/programs/warmmixasphalt/index.shtm>.

The Engineer will consider any marked variations from original test data for a mix design or any evidence of inadequate field performance of a mix design as sufficient evidence that the properties of the mix design have changed, and at his discretion, the Engineer may no longer allow the use of the mix design.

### 334-3.2.2 Mixture Gradation Requirements

Combine the aggregates in proportions that will produce an asphalt mixture meeting all of the requirements defined in this specification and conform to the gradation requirements at design as defined in AASHTO M 323-12, Table 3. Aggregates from various sources may be combined.

#### 334-3.2.2.1 Mixture Gradation Classification

Plot the combined mixture gradation on an FHWA 0.45 Power Gradation Chart. Include the Control Points from AASHTO M323-12, Table-3, as well as the Primary Control Sieve (PCS) Control Point from AASHTO M323-12, Table 4. Fine mixes are defined as having a gradation that passes above or through the primary control sieve control point.

#### 334-3.2.3 Gyrotory Compaction

Compact the design mixture in accordance with AASHTO T312-12, with the following exceptions: use the number of gyrations at  $N_{design}$  as designed in Table 334-3.

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

#### 334-3.2.4 Design Criteria

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

#### 334-3.2.5 Moisture Susceptibility

Test 4 inch specimens in accordance with FDOT Test Method FM 1-T 283. Provide a mixture having a retained tensile strength ratio of at least 0.80 and a minimum tensile strength (unconditioned) of 100 pounds per square inch. If necessary, add a liquid anti-stripping agent from the FDOT's APL or hydrated lime in order to meet these criteria.

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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 ( $N_{\text{design}}$ ).
2. The source and description of the Materials to be used.
3. The FDOT source number and the FDOT product code of the aggregate components furnished from an FDOT approved source (if required).
4. The gradation and proportions of the raw Materials as intended to be combined in the paving mixture. The gradation of the component Materials shall be representative of the material at the time of use. Compensate for any change in aggregate gradation caused by handling and processing as necessary.
5. A single percentage of the combined mineral aggregate passing each specified. Degradation of the aggregate due to processing (particularly material passing the No. 200 sieve) should be accounted for and identified.
6. The bulk specific gravity ( $G_{\text{sb}}$ ) value for each individual aggregate and RAP component.
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.

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### 334-4 Process Control

Assume full responsibility for controlling all operations and processes such that the requirements of these Specifications are met at all times. Perform any tests necessary at the plant and Roadway to control the process.

### 334-5 General Construction Requirements

#### 334-5.1 Weather Limitations

Do not transport asphalt mix from the plant to the Roadway unless all weather conditions are suitable for the paving operations.

#### 334-5.2 Limitations of Paving Operations

##### 334-5.2.1 General

Spread the mixture only when the surface upon which it is to be placed has been previously prepared, is intact, firm, dry, clean, and the tack, with acceptable spread rate, is properly broken. Ensure all granular base Materials are properly primed and all asphalt base Materials are properly tacked, prior to paving.

##### 334-5.2.2 Air Temperature

Place the mixture only when the air temperature in the shade and away from the artificial heat meets the requirements of Table 334-4. The minimum ambient temperature requirement may be reduced by 5°F when using a warm mix technology, if mutually agreed to by both the Engineer and the Contractor.

<b>Layer Thickness or Asphalt Binder Type</b>	<b>N<sub>design</sub> Number of Gyration</b>
≤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.

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### 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.

<b>Asphalt Mixture Type</b>	<b>Underlying Pavement Surface</b>	<b>Target Tack Rate (gal/yd<sup>2</sup>)</b>
Base Course, Structural Course, Dense Graded Friction Course	Newly Constructed Asphalt Layers	0.03 minimum
	Milled Surface or Oxidized and Cracked Pavement	0.06
	Concrete Pavement	0.08

### 334-5.6 Placing Mixture

#### 334-5.6.1 Alignment of Edges

With the exception of pavements placed adjacent to curb and gutter or other true edges, place all pavements by the stringline method to obtain an accurate, uniform alignment of the pavement edge. Control the unsupported pavement edge to ensure that it will not deviate more than plus or minus 1.5 inches from the stringline.

#### 334-5.6.2 Rain and Surface Conditions

Immediately cease transportation of asphalt mixtures from the plant when rain begins at the Roadway. Do not place asphalt mixtures while rain is falling, or when there is water on the surface to be covered. Once the rain has stopped and water has been removed from the tacked surface to the satisfaction of the Engineer and the temperature of the mixture caught in transit still meets the requirements as specified in 334-5.3, the Contractor may then place the mixture caught in transit.

#### 334-5.6.3 Checking Depth of Layer

Check the depth of each layer at frequent intervals to ensure a uniform spread rate that will meet the requirements of the Contract.

#### 334-5.6.4 Hand Work

In limited areas where the use of the spreader is impossible or impracticable, spread and finish the mixture by hand.

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### 334-5.6.5 Spreading and Finishing

Upon arrival, dump the mixture in the approved paver, and immediately spread and strike-off the mixture to the full width required, and to such loose depth for each course that, when the Work is completed, the required weight of mixture per square yard, or the specified thickness, is secured. Carry a uniform amount of mixture ahead of the screed at all times.

### 334-5.6.6 Thickness Control

Ensure the spread rate is within 10% of the target spread rate, as indicated in the Contract. When calculating the spread rate, use, at a minimum, an average of five truckloads of mix. When the average spread rate is beyond plus or minus 10% of the target spread rate, monitor the thickness of the pavement layer closely and adjust the construction operations.

If the Contractor fails to maintain an average spread rate within plus or minus 10% of the target spread rate for two consecutive days, the Engineer may elect to stop the construction operation at any time until the issue is resolved.

When the average spread rate for the total structural or friction course pavement thickness exceeds the target spread rate by plus or minus 50 pounds per square yard for layers greater than or equal to 2.5 inches or exceeds the target spread rate by plus or minus 25 pounds per square yard for layers less than 2.5 inches, address the unacceptable pavement in accordance with 334-5.10.4, unless an alternative approach is agreed upon by the Engineer.

### 334-5.7 Leveling Courses

#### 334-5.7.1 Patching Depressions

Before spreading any leveling course, fill all depressions in the existing surface as shown in the Plans.

#### 334-5.7.2 Spreading Leveling Courses

Place all courses of leveling with an asphalt paver or by the use of two motor graders, one being equipped with a spreader box. Other types of leveling devices may be used upon approval by the Engineer.

#### 334-5.7.3 Rate of Application

When using Type SP-9.5 for leveling, do not allow the average spread of a layer to be less than 50 pounds per square yard or more than 75 pounds per square yard. The quantity of mix for leveling shown in the Plans represents the average for the entire project; however, the Contractor may vary the rate of application throughout the project as directed by the Engineer. When leveling in connection with base widening, the Engineer may require placing all the leveling mix prior to the widening operation.

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### 334-5.8 Compaction

For each paving or leveling train in operation, furnish a separate set of rollers, with their operators.

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

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

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

### 334-5.9 Joints

#### 334-5.9.1 Transverse Joints

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

#### 334-5.9.2 Longitudinal Joints

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

### 334-5.10 Surface Requirements

Construct a smooth pavement with good surface texture and the proper cross slope.

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

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

## GENERAL PROVISIONS

cores and the representative PC  $G_{mm}$  for the questionable material. If the average percent  $G_{mm}$  is less than 90.0, address the segregated area in accordance with 334-5.10.4.

### 334-5.10.2 Cross Slope

Construct a pavement surface with cross slopes in compliance with the requirements of the Contract Documents.

### 334-5.10.3 Pavement Smoothness

Construct a smooth pavement meeting the requirements of this Specification. Furnish a 15-foot manual and a 15-foot rolling straightedge meeting the requirements of FDOT Test Method FM 5-509.

#### 334-5.10.3.1 Straightedge Testing

##### 334-5.10.3.1.1 Acceptance Testing

Perform straightedge testing in the outside wheel path of each lane for the final (top) layer of the pavement. Test all pavement lanes where the width is constant using a rolling straightedge and document all deficiencies on a form approved by the Engineer. Notify the Engineer of the location and time of all straightedge testing a minimum of 48 hours before beginning testing.

##### 334-5.10.3.1.2 Final (Top) Pavement Layer

At the completion of all paving operations, straightedge the final (top) layer either behind the final roller of the paving train or as a separate operation. Address all deficiencies in excess of 3/16 inch in accordance with 334-5.10.4, unless waived by the Engineer. Retest all corrected areas.

##### 334-5.10.3.1.3 Straightedge Exceptions

Straightedge testing will not be required in the following areas: shoulders, intersections, tapers, crossovers, sidewalks, shared use paths, parking lots and similar areas, or in the following areas when they are less than 250 feet in length: turn lanes, acceleration/deceleration lanes and side Streets. The limits of the intersection will be from stop bar to stop bar for both the mainline and side Streets. In the event the Engineer identifies a surface irregularity in the above areas that is determined to be objectionable, straightedge and address all deficiencies in excess of 3/8 inch in accordance with 334-5.10.4.

### 334-5.10.4 Correcting Unacceptable Pavement

Correct deficiencies in the pavement layer by removing and replacing the full depth of the layer, extending a minimum of 50 feet on both sides (where possible) of the defective area for the full width of the paving lane, at no additional cost.

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### **334-6 Acceptance of the Mixture**

#### **334-6.1 General**

The asphalt mixture will be accepted based on the Asphalt Work Category as defined below:

1. Asphalt Work Category 1 – Certification by the Contractor as defined in 334-6.2.
2. Asphalt Work Category 2 – Certification and process control testing by the Contractor as defined in 334-6.3.
3. Asphalt Work Category 3 – Process control testing by the Contractor and acceptance testing by the Engineer as defined in 334-6.4.

#### **334-6.2 Certification by the Contractor**

On Asphalt Work Category 1 construction, the Engineer will accept the mix on the basis of visual inspection. Submit a Notarized Certification of Specification Compliance letter on company letterhead to the Engineer stating that all material produced and placed on the project meets the requirements of the Specifications. The Engineer may run independent tests to determine the acceptability of the material.

#### **334-6.3 Certification and Process Control Testing by the Contractor**

On Asphalt Work Category 2 construction, submit a Notarized Certification of Specification Compliance letter on company letterhead to the Engineer stating that all material produced and placed on the project meets the requirements of the Specifications, along with supporting test data documenting all process control testing as described in 334-6.3.1. If required by the Contract, utilize an Independent Laboratory as approved by the Engineer for the process control testing. The mix will also require visual acceptance by the Engineer. In addition, the Engineer may run independent tests to determine the acceptability of the material. Material failing to meet these acceptance criteria will be addressed as directed by the Engineer such as but not limited to acceptance at reduced pay, delineation testing to determine the limits of the questionable material, removal and replacement at no cost to the agency, or performing an Engineering analysis to determine the final disposition of the material.

##### **334-6.3.1 Process Control Sampling and Testing Requirements**

Perform process control testing at a frequency of once per day. Obtain the samples in accordance with FDOT Method FM 1-T 168. Test the mixture at the plant for gradation (P<sub>8</sub> and P<sub>200</sub>) and asphalt binder content (P<sub>b</sub>). Measure the Roadway density with 6 inch diameter Roadway cores at a minimum frequency of once per 1,500 feet of pavement with a minimum of three cores per day.

Determine the asphalt binder content of the mixture in accordance with 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

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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.

<b>Characteristic</b>	<b>Tolerance</b>
Asphalt Binder Content (percent)	Target $\pm$ 0.55
Passing No. 8 Sieve (percent)	Target $\pm$ 6.00
Passing No. 200 Sieve (percent)	Target $\pm$ 2.00
Roadway Density (daily average)	Minimum 90.0% of $G_{mm}$

### **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 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.

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### **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**

**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 570. 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**

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## **SECTION 580 LANDSCAPE INSTALLATION**

## GENERAL PROVISIONS

DELETE SECTION 580 LANDSCAPE INSTALLATION, AND SUBSTITUTE THE FOLLOWING, AS AMENDED:

### 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. These Specifications apply to all projects throughout Palm Beach County assigned to the Contractor.

#### 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

Refer to the Florida Dept. of Transportation Standard Specifications for Road and Bridge Construction, 2010, as the general operating specification document, however Section 580 Landscaping is deleted and replaced with these Specifications for LANDSCAPE INSTALLATION (SECTION 580) and the SITE MAINTENANCE (SECTION 585). Maintenance of traffic requirements are described in the Contract Documents.

- Comply with all applicable federal, state, county and local codes, ordinances and regulations governing this Work.
- The Work shall be coordinated with other trades to prevent conflicts.
- 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.
- 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.
- 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.

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- 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 580-3.02 for related requirements.
- 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.
- 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.

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### 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 February, 1998 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, (February, 1998 edition).
  3. The Florida Dept. of Transportation Standard Specifications for Road and Bridge Construction, (2000 edition – as general operating specification document, excluding Section 580, Landscaping).
  4. The Florida Dept. of Transportation, Roadway, and Traffic Design Standards, (January, 2000 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).
  8. The Manual of Uniform Minimum Standards for Design, Construction, and Maintenance of Streets and Highways, by F.D.O.T. (current edition).

### 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.

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- 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 grass to be used is St. Augustine "Floritam" and/or Argentine Bahia, *Paspalum notatum* 'argentine' as indicated in the Plans and pay item notes. Seed and sod shall conform to Section 981 of the FDOT 2004 Standard Specifications for Road and Bridge Construction. 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.

The Contractor shall be responsible to become familiar with the site and shall match adjacent properties with similar species of sod, or as otherwise specified on the Plans. The cost for the varied species of sod will be paid under the unit price for Sodding, SY. Such price and payment shall be full compensation for all Work and Materials (top soil, fertilizer and water) specified in this Section, including the excavation of the trench for the sod, and the satisfactory disposal of excavation material.

- 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.
  - 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

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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 (Work Orders) 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.
- 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.

### **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

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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.
- 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.

### **580-1.09 Tree Transplanting:**

- A. The Contractor shall provide tree transplanting services as requested by the Department. This service is to be performed by the Contractor within an agreed upon 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.

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- B. Transplanted trees shall be watered for the balance of the warranty period or for a period of 30 days for non-warrantied 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 Project Engineer 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 with suitable material at the direction of the Project Engineer.

### 580-2.00 Products

#### 580-2.01 Planting Soil Backfill Mix

- A. All planting areas (except as directed by the Project Engineer) 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 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.

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Compost shall have the following properties:

Parameters	Range
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.
- 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.

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- 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 and wire baskets are prohibited unless the Department provides written approval.
- 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.

### 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.

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- B. Provide a complete fertilizer with proper ratio of nitrogen (N), phosphorus (P), and potassium (K) for the species, 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.
- C. For non-flowering trees, use 10-4-12 high sulfur, iron, and potash; and for flowering trees, use 15-4-11 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' 8-4-10 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 accent plants, ground covers and woody ornamentals, use 16-4-8 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 tree milling by-product, or mixed hardwoods. NO CYPRESS MULCH SHALL BE USED ON STATE ROADS. 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 or A). 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 on to provide water for newly planted Materials. Use water free of elements toxic to plant and/or animal life. Refer to SECTION SM – SITE MAINTENANCE for detailed watering Specifications.

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### 580-2.07 Guying and Staking Material

- A. Support stakes, braces, battens, and anchor stakes pads shall be structurally sound, #2 grade, yellow pine, or #2 cedar; 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"x4" 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"x4" 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"x4" 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 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 paint staking and bracing material.

## GENERAL PROVISIONS

### 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. Plants shall be provided complete shade until installation, unless directed differently by the Department. 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".
- 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.

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- 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 or as directed by the Project Engineer. 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 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 all 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

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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.
- 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

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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 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, suitable to the Project Engineer, 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"x4" (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 soil, and also set against the planting hole wall. The tree shall be centered within the stakes and held firmly in place by Wellington

## GENERAL PROVISIONS

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"x4" wood braces (with length sized relative to tree height), toenailed to 2"x4"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"x4"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. 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.
- C. 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.
- D. At the Contractor's discretion, all guying and staking material should be removed between the sixth (6<sup>th</sup>) and twelfth (12<sup>th</sup>) 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.

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### 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 Installation and Maintenance Prior to Initial Acceptance

- A. Elimination of Existing Turf Cover: 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 10 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 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 by the removal of debris such as sticks, rocks, roots and litter and the establishment of final grade. The location 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  $\frac{3}{4}$ " 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  $\frac{1}{2}$ " in the seams between the individual pieces of sod will be accepted. All parts of the sod must be in firm

## GENERAL PROVISIONS

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 top dressed 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 "Floratom" 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.

### 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.
- 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. Mulch products used in bed plantings shall conform to the Specifications as listed in ITEM 580 -2.05.

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### 580-3.10 Basis of Payment

All cost associated with the performance of this Work under this Contract including but not limited to all Materials, labor, and Equipment required to successfully establish the plant material and to complete the incidental Work shall be included in the unit Bid item price for the individual plant material.

Payment for these items shall be on an 'each' basis.

### END OF SECTION

## SECTION 585 SITE MAINTENANCE SPECIFICATIONS

### SECTION 585 IS ADDED TO THIS SPECIFICATION

#### 585-1.00 General

##### 585-1.01 Work Included

- A. The maintenance Work consists of providing all labor, Materials, Equipment, permits, 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. These Specifications apply to all projects throughout Palm Beach County assigned to the Contractor.
- 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, (2004 edition), as the general operating specification document, however Section 580, Landscaping is deleted and replaced with the Specifications for LANDSCAPE INSTALLATION (SECTION 580) and the SITE MAINTENANCE (SECTION 585) herein. Maintenance of traffic requirements are described in the Contract Documents.

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### 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 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-hours' 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).

### 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.

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- 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; 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 trees that are substandard, unhealthy, dead, damaged or otherwise in unsatisfactory condition, then such trees shall be removed and replaced/staked by the Contractor as per the following at no additional cost to the Department.

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- a. Remove such trees 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 trees within thirty (30) Calendar Days after the written notification occurring at quarterly inspections.
  - c. The Department reserves the right to remove any unhealthy, substandard, damaged, or dead trees 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. Those trees requiring uprighting/restaking shall be corrected within 12 hours notification by the Department. 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. Trees 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 tree removal and/or replacement and each shall be identified by station number location shown on the planting Plans.
  5. All replacement trees 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. The Contractor shall notify the Department in writing fifteen (15) Calendar Days prior to presumptive completion of maintenance/guarantee period in order for the Department to schedule a semi-final inspection. Said maintenance/guarantee period shall be continued until the final inspection is complete and the final acceptance of the project is granted by the Department.

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2. Within seven (7) Calendar Days of the notice in ITEM 585 -1.11 C.1, a semi-final inspection will be scheduled by the Department with the Contractor. Following the semi-final inspection, the Department will provide the Contractor with a list of deficiencies including necessary replacements and required time frames for completion. Replacements, including those in ITEM 585 -1.10 B, shall occur prior to final inspection and before final acceptance is granted. When the Work specified by the Contract is found to be completed to the Department's satisfaction, the semi-final inspection shall constitute a final inspection.
3. Upon satisfactory replacement of material and performance of required Work by the Contractor, another semi-final inspection shall be made. If the required material is found to have been replaced and the Work completed satisfactorily, then this shall constitute the final inspection.
4. When, upon completion of the final inspection, the Work is found to be completed satisfactorily, the Department shall give the Contractor written notice of final acceptance.
5. 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.
6. Earth berm rings utilized to retain water within the saucer area of each tree (located at the perimeter of the planting hole, 1.5 times larger than the rootball) must be maintained at minimum 6" height throughout the entire guarantee period, but are to be knocked down to level grade just before the semi-final inspection for each tree. 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 should not be relied on 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.

## GENERAL PROVISIONS

- 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.
- G. Insecticides: Use insecticides recommended for the control of the types of insect pests encountered. Insecticides shall be EPA approved.
- H. Fungicides: Use fungicides recommended for the control of the types of fungi encountered. Fungicides shall be EPA approved.

### 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. 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

## GENERAL PROVISIONS

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 foot (3') radius ring with 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:

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.

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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:			
Material	Day	Frequency	No. Applications
Trees	1 – 30	Daily	30
“	31 – 180	Every 3 <sup>rd</sup> Day	50
“	181 – 325	Every 7 <sup>th</sup> Day	20
“	326 – 361	Every 12 <sup>th</sup> 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, 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. 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, shrub and or ground cover/turf.

**END OF SECTION**

# GENERAL PROVISIONS

## SECTION 590 IRRIGATION SYSTEM CONSTRUCTION

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 specialities 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

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

## GENERAL PROVISIONS

to be incorporated into an irrigation system that utilizes re-use water shall have the appropriate labels and bear the proper color (lavender) 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 push-on connection. 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.
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 main line pipe shall be Schedule 40 Flexible PVC Hose with appropriate fittings for connection to Rigid PVC O-ring main line. Manufacturer shall be KAF-FLEX, (800) 451-7646 or accepted equal.

## GENERAL PROVISIONS

8. Main line, 2" or smaller, shall be Schedule 40 PVC with Schedule 80 PVC fittings.
  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.

### 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

- 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 disc wedge type with integral taper seats and non-rising stem. Those in-ground shall be installed in a separate valve box. Gate valves shall be American made
- 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.
- 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" gate valve to allow isolation of relief valve for periodic cleaning and maintenance. The relief valve shall be installed on a vertical riser affixed to a saddle tap at the top of the mainline at the highest location in the system or as directed.

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### 590-2.05 Valve Box

To be polymer concrete with fiberglass reinforcement with a traffic rated cover 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 11" x 18" with plain cover (no metal). The appropriate valve zone numbers shall be stenciled on the underside of the lids.

### 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 PRX, or accepted equal shall be provided where specified on the drawings. Rotor heads shall be Hunter I-20 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 wire shall be American wire gauge size 12.
- B. Control wire shall be American wire gauge size 14, or as specified on the drawings.

### 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.

## GENERAL PROVISIONS

- 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 by 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 switch, Rainsensor Series # RS1000 by Irritrol, or accepted equal shall be 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.
  - f. For pumps 5 HP and larger, an Ames C1a 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 steel, 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 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.
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 Goulds, Sta-Rite, Sullivan Electric or accepted equal, to be installed

## GENERAL PROVISIONS

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.
  - 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 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.
4. 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.
5. 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 wall-mounted cabinet, mounted on an 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 indicated in details within a 11" x 11" x 18" polymer concrete box with fiberglass reinforcement and fitted

## GENERAL PROVISIONS

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 protection 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.

For information and prices, contact Hector 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.
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.

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### 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".
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".

### 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.

## GENERAL PROVISIONS

### 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

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".
2. Sleeves under vehicular paving are to be Schedule 80 PVC or hot-dipped galvanized steel with a minimum wall thickness of .237" and installed at a depth of 36".
3. Installation under existing pavement is to be by jack and bore or directional bore. Ends of the bore shall be marked with 3 M detectable 'buttons' to assist future locations. Upon completion of the bores, the Contractor shall provide documentation of the bore construction by means of bore logs and in addition, on State Roads, plan and profile sheets. Any pavement, curb, sidewalk, or other surface damaged during boring shall be replaced to Palm Beach Department and F.D.O.T. Specifications.

### 590-3.05 Installation of Equipment

#### A. Manual Control Valves and Electric Remote Control Valves

## GENERAL PROVISIONS

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.

### 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. Proof of effectiveness of lightning arrestor shall be in accordance with manufacturer's guidelines. A maximum of 15 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.

### 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.

### 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.

## GENERAL PROVISIONS

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.
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.

## GENERAL PROVISIONS

### 590-3.11 Basis of Payment

Irrigation system shall include all labor and material cost to install and restore a fully functional irrigation system, provide and install ground rod protection to the satellite controller(s) and pump station(s). Cost shall include the protection and rehabilitation of any existing wells and service points, establishing service points, satellite controllers, pump stations and wells as indicated in the Plans and per Palm Beach County Streetscape Section's Specifications, or approved equals. Cost shall include the integration of the system into the central universal interface software program operated by the Palm Beach County streetscape section including all designated frequencies and the providing of manuals, keys, hand held remotes (two) and ancillary items required for a fully functional irrigation system with 100% coverage and 100% overlap. Irrigation system shall be paid as a LUMP SUM basis.

END OF SECTION

### SECTION 595 IRRIGATION WELL CONSTRUCTION

SECTION 595 IS ADDED TO THIS SPECIFICATION

#### 595-1.00 General

##### 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 5" well (see SECTION - 590 IRRIGATION SYSTEM CONSTRUCTION SPECIFICATIONS).
- B. All labor and Materials necessary to connect 5" well to a specified pump (see SECTION - 590 IRRIGATION SYSTEM CONSTRUCTION SPECIFICATIONS).
- C. Drill 5" well to a depth as necessary to achieve the required water flow and water quality.

## GENERAL PROVISIONS

- 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-590 IRRIGATION 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 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.

## GENERAL PROVISIONS

### 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.
- 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

## GENERAL PROVISIONS

### 595-2.01 Materials

#### A. Casings

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.
- D. If subterranean formations/conditions require, the well shall be supplied with an alternate gravel pack with 20' minimum of stainless steel slotted screen and TREMI piped gravel pack.

#### 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.

## GENERAL PROVISIONS

### 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  $\frac{1}{4}$  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

- I. Final pumping tests shall be conducted only after the well has been fully constructed, cleaned out and depth of well accurately measured.
- II. 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.
- III. 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.
- IV. 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.
- V. 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.
  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.

## GENERAL PROVISIONS

VI. 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.

VII. Provide all test results and other required submittals to the Department.

### 595-3.05 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**

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## GENERAL PROVISIONS

### 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 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) business days prior to demolition.

To meet requirements #1 and #2 above, the Department has surveyed the structure(s) in this Bid/Work Order 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 Bid/Work Order. If not attached, it is the Contractor's responsibility to contact the Project Manager of the department overseeing this Bid/Work Order, 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 County 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 business days prior to demolition. The forms are available from the Florida Department of Environmental Protection (DEP) and Loss Control.

## GENERAL PROVISIONS

### 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 County 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 County 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.

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 Palm Beach County 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**

# GENERAL PROVISIONS

## SECTION 987 PREPARED SOIL LAYER MATERIALS

### **987-1 Description DELETE IN ITS ENTIRETY AND SUBSTITUTE THE FOLLOWING:**

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 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.

## **GENERAL PROVISIONS**

### **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**

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## **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 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.
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. The driveway construction shall consist of 6" concrete on a compacted Subgrade or Type S-1 asphaltic concrete surface course on a 6" 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 may 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: \_\_\_\_\_  
PROJECT NO.: \_\_\_\_\_  
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 a of \_\_\_\_\_, 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.

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 INCLUDED IN THE PER SECTION OF THESE DOCUMENTS.

ALL COSTS ASSOCIATED WITH MEETING SAID REQUIREMENTS, IF NOT INCLUDED IN A BID ITEM, SHALL BE INCIDENTAL TO THE PROJECT AND NO COMPENSATION, EITHER MONETARY OR TIME, SHALL BE CONSIDERED.



Office of  
Equal Business Opportunity  
50 South Military Trail, Suite 202  
West Palm Beach, FL 33415  
(561) 616-6840  
www.pbcgov.com/oebo



**Palm Beach County  
Board of County  
Commissioners**

Mack Bernard, Mayor  
Dave Kerner, Vice Mayor  
Hal R. Valeche  
Gregg K. Weiss  
Robert S. Weinroth  
Mary Lou Berger  
Melissa McKinlay

**County Administrator**

Verdenia C. Baker

"An Equal Opportunity  
Affirmative Action Employer"



## INTER-OFFICE MEMORANDUM

Date: Tuesday, April 23, 2019

To: David Ricks, County Engineer  
Engineering and Public Works

From: Tonya Davis Johnson, Director *T. Johnson*  
Office of Equal Business Opportunity

Re: Approval of Request for Waiver of API Requirements for  
Annual Guardrail Construction Contract Palm Beach County  
Project #2020052

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Your Request for Waiver of API Requirements for the above named goods and services was received on Tuesday, April 23, 2019 and has been reviewed. It is the determination of the Office of Equal Business Opportunity (OEBO) that the request for Waiver of API Requirements is **APPROVED**.

The OEBO is granting this waiver based upon the determination that sufficient qualified S/M/WBEs providing the goods or services required by the contract are unavailable in Palm Beach County despite every reasonable attempt to locate them.

If you have any questions, please contact Allen Gray at 561-616-6842 or email at [agray@pcgov.org](mailto:agray@pcgov.org).

Thank you.

cc: Allen Gray, Manager

**OEBO SCHEDULE 1**

*Waived per contract & per Angela Smith the EAO office 9-26-19*

**LIST OF PROPOSED CONTRACTOR/CONSULTANT AND SUBCONTRACTOR/SUBCONSULTANT PARTICIPATION**

SOLICITATION/PROJECT/BID NAME: \_\_\_\_\_  
 NAME OF PRIME RESPONDENT/BIDDER: \_\_\_\_\_  
 CONTACT PERSON: \_\_\_\_\_  
 SOLICITATION OPENING/SUBMITTAL DATE: \_\_\_\_\_

SOLICITATION/PROJECT/BID No.: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_  
 PHONE NO.: \_\_\_\_\_ E-MAIL: \_\_\_\_\_  
 DEPARTMENT: \_\_\_\_\_

**PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME CONTRACTOR/CONSULTANT ON THIS PROJECT. PLEASE ALSO LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SUBCONTRACTORS/SUBCONSULTANTS ON THE PROJECT.**

Name, Address and Phone Number	(Check all Applicable Categories)			DOLLAR AMOUNT OR PERCENTAGE OF WORK				
	Non-SBE	M/WBE Minority/Women Business	SBE Small Business	Black	Hispanic	Women	Caucasian	Other (Please Specify)
1.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
2.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
3.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
4.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
5.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____

(Please use additional sheets if necessary)

Total Bid Price \$ \_\_\_\_\_

Total SBE - M/WBE Participation \_\_\_\_\_

I hereby certify that the above information is accurate to the best of my knowledge: \_\_\_\_\_  
 Signature \_\_\_\_\_ Title \_\_\_\_\_

- Note:**
- The amount listed on this form for a Subcontractor/subconsultant must be supported by price or percentage listed on the properly executed Schedule 2 or attached signed proposal.
  - Firms may be certified by Palm Beach County as an SBE and/or an M/WBE. If firms are certified as both an SBE and/or M/WBE, please indicate the dollar amount under the appropriate category.
  - Modification of this form is not permitted and will be rejected upon submittal.

EBO-1

EBO FORMS

## EBO FORMS OEBO LETTER OF INTENT – SCHEDULE 2

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such. The Schedule 2 shall contain bolded language indicating that by signing the Schedule 2, both parties recognize this Schedule as a binding document. All Subcontractors/subconsultants, including any tiered Subcontractors/subconsultants, must properly execute this document. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: \_\_\_\_\_

SOLICITATION/PROJECT NAME: \_\_\_\_\_

Name of Prime: \_\_\_\_\_

**(Check box(s) that apply)**

SBE  WBE  MBE  M/WBE  Non-S/M/WBE Date of Palm Beach County Certification (if applicable): \_\_\_\_\_

The undersigned affirms they are the following (select one from each column):

**Column 1**

**Column 2**

Male  Female  African-American/Black  Asian American  Caucasian American  
 Hispanic American  Native American

**S/M/WBE PARTICIPATION** – S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any S/M/WBE participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed proposal may be attached to a properly executed Schedule 2.

Line Item	Item Description	Unit Price	Quantity/Units	Contingencies/Allowances	Total Price/Percentage

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: \_\_\_\_\_

**If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.**

\_\_\_\_\_ Price or Percentage: \_\_\_\_\_  
 Name of 2<sup>nd</sup>/3<sup>rd</sup> tier Subcontractor/subconsultant

\_\_\_\_\_  
 Print Name of Prime

\_\_\_\_\_  
 Print Name of Subcontractor/subconsultant

By: \_\_\_\_\_  
 Authorized Signature

By: \_\_\_\_\_  
 Authorized Signature

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

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

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Office of Equal Business Opportunity  
 Good Faith Efforts Form

**PRIME CONTRACTOR GOOD FAITH EFFORTS**

Prime Contractor Name: \_\_\_\_\_

Project Name: \_\_\_\_\_

Project No.: \_\_\_\_\_

Date Submitted: \_\_\_\_\_

The Prime Contractor has to demonstrate "Good Faith Efforts" to meet the S/M/WBE goal, which includes the accurate preparation and submittal of this form, and other efforts described in Section 2-80.27 (1.c) of the Equal Business Opportunity Ordinance.

When submitting a Subcontracting Goal - Waiver Request Form, please submit documentation of your efforts indicated below at time of bid. The fields below will serve as a guide for the Office of Equal Business Opportunity (OEBO) to evaluate your Good Faith Efforts toward meeting subcontracting goals. We ask that this form is utilized in order to provide uniformity to our process; additional documents can be submitted as support for efforts made. For any questions regarding this document, please contact the Office of EBO at 561-616-6840.

THE PRIME CONTRACTOR SHOULD ONLY SUBMIT THIS INFORMATION IF THE PARTICIPATION PLAN DOES NOT MEET THE CONTRACT GOAL. FAILURE TO SUBMIT THIS INFORMATION MAY RESULT IN THE BID AND/OR PROPOSAL FOUND AS NON-RESPONSIVE TO THE ENTIRE SOLICITATION. PLEASE NOTE THAT METHODS OF CONTACT CANNOT BE THE SAME ON MULTIPLE ATTEMPTS.

EBO-3

EBO FORMS

Scope of Service	Line Item No.	SMWBE Type for Goal	Certified Firm Name, Address, Phone, Email and Contact Person	Methods of Contact	Number of times contacted	Contact Date(s)	Certified Firm Response	Results of Contact (why suitable or not suitable for work)
		SBE		Phone				
		MBE		E-mail				
		WBE		Fax				
		SMWBE		Pre-Bid				

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

Date: \_\_\_\_\_

Phone: \_\_\_\_\_

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

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

# EBO FORMS

Palm Beach County  
**Office of Equal Business Opportunity**  
**Subcontracting Goal – Waiver Request Form**

PROJECT NAME:  DATE:

COMPANY NAME:  CONTACT NO.:

CONTACT PERSON:  CONTACT EMAIL:

In the sections below, points will ONLY be awarded if the firm has fully satisfied the criteria. More information regarding Subcontracting Goal-Waiver Request Evaluation Criteria. Contractors/Consultants must obtain a total of **80 or more points** to receive a waiver approval. Vendor Directory is accessible through the Office of Equal Business Opportunity website (<http://discover.pbcgov.org/osba/Pages/Vendor-Directory.aspx>)

**PART I: Sufficient Commercially Useful Work Identified to Meet Subcontracting Goal** Points: \_\_\_\_\_

*Please provide documentation and supporting evidence to show how the criteria was fulfilled. **15 points possible:***

- List the specific scope of work identified for each of the S/M/WBEs contacted
- Ensure the scope of work identified for S/M/WBEs is greater than or equal to the subcontracting goal(s)
- Additional comments, if any

**PART II: Initial Communications to Potential S/M/WBE Subcontractors Using EBO Portal / Website Posting of Subcontractor Solicitations/Outreach Efforts** Points: \_\_\_\_\_

*Please provide documentation and supporting evidence to show how the criteria was fulfilled. **40 points possible:***

- Contact at least three (3) S/M/WBEs in the EBO Vendor Directory for each scope of work identified to be subcontracted in Part I (emails/call logs/fax), one (1) week prior to pre-bid meeting date.
- Include current documentation of searches from the EBO Vendor Directory.
- Notify S/M/WBEs within at least 2 (two) weeks prior to the bid opening date, using at least three (3) digital media outlets (e.g. website, newspaper, trade association, publication, minority focus media)
- Additional comments, if any

**PART III: Follow-up Communications & Bid Negotiations with Potential Subcontractors** Points: \_\_\_\_\_

*Please provide documentation and supporting evidence to show how the criteria was fulfilled. **30 points possible:***

- Promptly follow-up with S/M/WBEs after the initial solicitation at least 2 (two) weeks prior to the bid opening date, during normal business hours by telephone, email, or fax.
- Include a written statement with contact information on all subcontractors contacted to include the following:
  - Name of the subcontractor/firm and the contact person(s)
  - Telephone and Email address
  - Scope of work the subcontractor indicated they would perform
  - Notes regarding the outcome of the contact
  - Dates of contact and Dates of Negotiations
  - The negotiated price
  - Bids received from subcontractors that could provide a commercially useful function

EBO FORMS

Additional comments, if any

**PART IV: Attendance at Pre-Bid Meeting**

Points: \_\_\_\_\_

County staff maintains documentation regarding attendance at the pre-bid meeting.

**5 points possible:**

Below list the individuals from your staff/firm that attended the pre-bid meeting

**PART V: Offer Assistance in Securing Financing, Insurance, or Competitive Supplier Pricing**

Points: \_\_\_\_\_

Please provide documentation and supporting evidence to show how the criteria was fulfilled.

**10 points possible:**

- Provide easy access to plans and specifications for S/M/WBEs
- Provide competitive pricing
- Make efforts to assist interested business in obtaining financing, bonds, and insurance required for the County project/bid
  - Provide written documentation of the type of assistance offered
  - Company name, contact person and telephone number
  - Name of person who provided the assistance
- Provide the name, contact person, contact information the competitive pricing offered by the Supplier.
- Other efforts (if any, list below)

CONTRACTORS/CONSULTANTS MUST OBTAIN A TOTAL OF 80 OR MORE POINTS TO RECEIVE A WAIVER APPROVAL. CONTRACTORS/CONSULTANTS WILL BE CONSIDERED NON-RESPONSIVE TO THE ENTIRE SOLICITATION UPON DENIAL OF THE SUBCONTRACTING WAIVER REQUEST. FOR MORE INFORMATION OF THE SUBCONTRACTING WAIVER CRITERIA OR FOR ASSISTANCE ON COMPLETING THE SUBCONTRACTING WAIVER REQUEST FORM, PLEASE CONTACT THE OFFICE OF EQUAL BUSINESS OPPORTUNITY AT (561) 616-6840.

THE UNDERSIGNED AFFIRMS/CERTIFIES THAT ALL INFORMATION CONTAINED IN THIS FORM IS ACCURATE AND COMPLETE; I UNDERSTAND THAT IF THIS REQUEST FOR WAIVER IS DENIED AND I FAIL TO MEET THE REQUIREMENTS OF THIS SOLICITATION, MY RESPONSE TO THIS SOLICITATION WILL BE DEEMED NON-RESPONSIVE TO THE ENTIRE SOLICITATION.

Signature

Print Name/Title

Approved  
 Denied

**TOTAL SCORE: \_\_\_\_\_/100**

**Director, Office of Equal Business Opportunity**

**EBO FORMS**



**REQUEST FOR SBE OR M/WBE SUBSTITUTION/MODIFICATION/REMOVAL**

INSTRUCTIONS FOR SECTIONS 1 TO 3: PRIME CONTRACTOR COMPLETES ALL SECTIONS AS APPLICABLE AND SUBMITS TO DEPARTMENT PROJECT MANAGER AND OEBO OFFICE FOR APPROVAL.

**Section 1: Prime Contractor/Consultant Information**

<b>Name of Prime</b>	<b>Contact Person</b>	<b>Phone</b>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<b>Project Name</b>	<b>Bid/Proposal/Project No.</b>	
<input type="text"/>	<input type="text"/>	
<b>Original Contract Amount</b>	<b>SBE Goal Achieved</b>	
<input type="text"/>	<input type="text"/>	

**Section 2: SBE or M/WBE Modification\***

<b>Name of Subcontractor/Sub consultant</b>	<b>Contact Person</b>	<b>Phone</b>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<b>Original Subcontract Amount</b>	<b>% of Contract Value</b>	
<input type="text"/>	<input type="text"/>	
<b>Amendment/Change Order/Contingency Amount (if Applicable)</b>		<input type="text"/>
<b>New Contract Amount</b>	<b>% of Contract Value</b>	
<input type="text"/>	<input type="text"/>	

**Section 3: SBE or M/WBE Removal or Substitution\***

Please attach completed Palm Beach County S/M/WBE Subcontractor/consultant's Performance Report and Good Faith Effort Form.\*A separate and properly executed Schedule 2 (Letter of Intent) is required to support any changes submitted on this form, when applicable.

**Approvals:**

<b>Dept. Project Manager</b>	<input type="text"/>	<b>Signature:</b>	<input type="text"/>	<b>Date:</b>	<input type="text"/>
<b>OEBO Representative</b>	<input type="text"/>	<b>Signature:</b>	<input type="text"/>	<b>Date:</b>	<input type="text"/>

**PROPOSAL FORM**

Southwest Highway Guardrail & Attenuators, LLC  
(COMPANY NAME)

7760 Hooper Road  
(COMPANY ADDRESS)

West Palm Beach, FL  
(COMPANY CITY & STATE)

33411  
(COMPANY ZIP CODE)

CONTACT NAME Barry Snyder

PHONE NUMBER (561) 777 9097

FACSIMILE NUMBER (561) 792 9798

EMAIL ADDRESS barry.snyder @ sehghway.com

81-2488503  
FEDERAL TAX I.D. #

9/26/19  
DATE SUBMITTED

FOR THE CONSTRUCTION OF: **ANNUAL GUARDRAIL CONTRACT  
PALM BEACH COUNTY PROJECT NO. 2020052**

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 necessary 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:

**BID PROPOSAL**  
**ANNUAL GUARDRAIL CONTRACT**  
**CONTRACT**  
**PBC PROJECT #2020052**

ITEM #	ITEM DESCRIPTION	QTY	UNITS	UNIT PRICE	AMOUNT
1	Emergency Response, Less Than 6 Hours	5	EA	\$0.25	\$1.25
2	Emergency Response, 6 Hours to 24 Hours	10	EA	\$0.25	\$2.50
3	Emergency Response, 24 Hours to 72 Hours	12	EA	\$0.25	\$3.00
4	Removal & Disposal of "Old" GuardRail	9,000	LF	\$0.01	\$90.00
5	Removal & Disposal "Old" GuardRail, w/Concrete PostS	20	LF	\$0.01	\$0.20
6	Removal & Disposal of Anchorage Assemblies	75	EA	\$0.01	\$0.75
7	Removal & Disposal of Safety Pipe Rail	350	LF	\$0.01	\$3.50
8	Remove and Deliver Used GuardRail to Road & Bridge Warehouse	75	LF	\$1.35	\$101.25
9	Installation of Used GuardRail	25	LF	\$14.95	\$373.75
10	Reset GuardRail	12,500	LF	\$0.01	\$125.00
11	Misc. Asphalt	1	TN	\$144.23	\$144.23
12	Surcharge to Reset GuardRail Post on Base Plate	5	EA	\$0.01	\$0.05
13	Raise and Reset Existing GuardRail (Posts and Panels)	25	LF	\$13.95	\$348.75
14	Reset Anchorage Assembly, Type SKT 350	2	EA	\$500.00	\$1,000.00
<b>***** FURNISH AND INSTALL, COMPLETE ITEMS 15-105 (SEE NOTE 5) *****</b>					
15	Anchorage Assembly, Type II, Cable Anchor Option	2	EA	\$800.00	\$1,600.00
16	Anchorage Assembly, Type MELT	7	EA	\$0.01	\$0.07
17	Anchorage Assembly, Type LET	8	EA	\$0.01	\$0.08
18	Anchorage Assembly, Type SKT 350	3	EA	\$4,000.00	\$12,000.00
19	Anchorage Assembly, Type SRT-350	5	EA	\$2,300.00	\$11,500.00
20	Anchor Panel, for Type II	8	EA	\$100.00	\$800.00
21	Anchor Panel, for Type MELT	4	EA	\$0.01	\$0.04
22	Anchor Panel, for Type LET	2	EA	\$0.01	\$0.02
23	Anchor Panel, for Type SKT 350	12	EA	\$250.00	\$3,000.00
24	Type MELT Buffered End (w/Diaphragms)	4	EA	\$0.01	\$0.04
25	Cable w/Hardware, for Type MELT	3	EA	\$0.01	\$0.03
26	Type SKT 350 Extruder Head	8	EA	\$750.00	\$6,000.00
27	Short Post in Sleeve for Types SKT 350 and MELT	15	EA	\$22.00	\$330.00
28	Block, Concrete, Special, AT Bridge	2	EA	\$0.01	\$0.02
29	Block, Offset Utility (Double BlockinG)	5	EA	\$0.01	\$0.05
30	Block, Wood, w/Hardware	200	EA	\$8.00	\$1,600.00
31	Block, Recycled Plastic, w/GuardRail Bolt	70	EA	\$23.00	\$1,610.00
32	End Section, Buffer	3	EA	\$400.00	\$1,200.00
33	End Section, Flared	10	EA	\$19.00	\$190.00
34	End Section, Parallel	10	EA	\$0.01	\$0.10
35	End Section, CRT	10	EA	\$0.01	\$0.10
36	End Section, Rounded	40	EA	\$15.00	\$600.00
37	End Shoe, Special (Bridge Attachment Piece)	4	EA	\$25.00	\$100.00
38	Drill Holes for End Shoe Attachment	100	EA	\$0.01	\$1.00
39	GuardRail, Steel Beam, Double Face	25	LF	\$15.00	\$375.00
40	GuardRail, Steel Beam, Straight Panel Only (No Post or Hardware)	2,250	LF	\$12.50	\$28,125.00
41	GuardRail, Steel Beam, Shop Bent Panel Only (No Post or Hardware)	200	LF	\$8.00	\$1,600.00
42	GuardRail, Steel Beam, Straight, Jobs Up Through 37' 6"	1,250	LF	\$15.75	\$19,687.50

**BID PROPOSAL**  
**ANNUAL GUARDRAIL CONTRACT**  
**CONTRACT**  
**PBC PROJECT #2020052**

ITEM #	ITEM DESCRIPTION	QTY	UNITS	UNIT PRICE	AMOUNT
43	GuardRail, Steel Beam, Straight, Jobs of 37' 7" - 62' 6"	800	LF	\$15.75	\$12,600.00
44	GuardRail, Steel Beam, Straight, Jobs of 62' 7" - 100' 0"	550	LF	\$15.75	\$8,662.50
45	GuardRail, Steel Beam, Straight, Jobs of 100' 1" - 500' 0"	650	LF	\$15.75	\$10,237.50
46	GuardRail, Steel Beam, Straight, Jobs Over 500'	2,000	LF	\$17.00	\$34,000.00
47	GuardRail, Steel Beam, Straight, w/9' Posts	25	LF	\$13.00	\$325.00
48	GuardRail, Steel Beam, Shop Bent, Jobs Up Through 37' 6"	350	LF	\$12.00	\$4,200.00
49	GuardRail, Steel Beam, Shop Bent, Jobs of 37' 7" - 62' 6"	150	LF	\$1.00	\$150.00
50	GuardRail, Steel Beam, Shop Bent, Jobs of 62' 7" - 100' 0"	125	LF	\$1.00	\$125.00
51	GuardRail, Steel Beam, Shop Bent, Jobs of 100' 1" - 500' 0"	113	LF	\$1.00	\$113.00
52	GuardRail, Steel Beam, Shop Bent, w/9' PostS	25	LF	\$1.00	\$25.00
53	5 Degree Radius Shop Bent GuardRail (6-1/4')	31	LF	\$1.00	\$31.00
54	Transition Panel, QUAD Beam to W Beam, Narrow	2	EA	\$0.01	\$0.02
55	Transition Panel, QUAD Beam to W Beam, Medium	2	EA	\$0.01	\$0.02
56	Transition Panel, QUAD Beam to W Beam, Wide	2	EA	\$0.01	\$0.02
57	Post, GuardRail, Steel, Standard	70	EA	\$99.00	\$6,930.00
58	Post, GuardRail, Steel, 9'	3	EA	\$65.00	\$195.00
59	Post, GuardRail, Wood (Treated Timber), Standard	18	EA	\$33.00	\$594.00
60	Post, GuardRail, Encased, Steel	3	EA	\$0.01	\$0.03
61	Post, GuardRail, Encased, Wood	3	EA	\$0.01	\$0.03
62	Post, GuardRail, Steel, Special, w/Plate	5	EA	\$200.00	\$1,000.00
63	Post, GuardRail, CRT	15	EA	\$22.00	\$330.00
64	Rail, Safety Pipe, Special	225	LF	\$10.00	\$2,250.00
65	Round-Off Top of Wooden GuardRail Post and Block (All Sides)	25	EA	\$0.01	\$0.25
66	Controlled Release Terminal, 8' Radius	2	EA	\$616.00	\$1,232.00
67	Controlled Release Terminal, 16' Radius	1	EA	\$1,800.00	\$1,800.00
68	Controlled Release Terminal, 24' Radius	2	EA	\$873.00	\$1,746.00
69	Controlled Release Terminal, 32' Radius	2	EA	\$1,030.00	\$2,060.00
<b>THRIE Beam</b>					
70	THRIE Beam Terminal Connector	3	EA	\$5.00	\$15.00
71	THRIE Beam Bridge Connector Complete (Detail J)	8	EA	\$600.00	\$4,800.00
72	12" x 12" x 1/4" Back Up Plate	2	EA	\$0.01	\$0.02
73	8" x 8" x 5/8" Filler Plate	5	EA	\$0.01	\$0.05
74	21" x 21" x 5/8" Back Up Plate	5	EA	\$0.01	\$0.05
75	THRIE Beam, Straight Panel Complete (w/ Post, Block & Hardware)	20	LF	\$15.00	\$300.00
76	THRIE Beam, Shop Bent Panel Complete (w/ Post, Block & Hardware)	85	LF	\$19.00	\$1,615.00
77	THRIE Beam, Straight Panel (Panel Only)	125	LF	\$10.50	\$1,312.50
78	THRIE Beam, Shop Bent Panel (Panel Only)	5	LF	\$14.00	\$70.00
79	6'-3" Transition Panel THRIE Beam to W-Beam	6	EA	\$140.00	\$840.00
80	THRIE Beam Offset Block	4	EA	\$19.00	\$76.00
<b>G-R-E-A-T System - Additional Parts</b>					
81	G-R-E-A-T System Fender Panel	2	EA	\$1,300.00	\$2,600.00
82	G-R-E-A-T System Type 51 HEX-FOAM Cartridge	2	EA	\$1,100.00	\$2,200.00
83	G-R-E-A-T System Diaphragm 24"	2	EA	\$2,000.00	\$4,000.00

**BID PROPOSAL**  
**ANNUAL GUARDRAIL CONTRACT**  
**CONTRACT**  
**PBC PROJECT #2020052**

ITEM #	ITEM DESCRIPTION	QTY	UNITS	UNIT PRICE	AMOUNT
84	G-R-E-A-T System Diaphragm 30"	2	EA	\$0.01	\$0.02
85	G-R-E-A-T System Diaphragm 36"	2	EA	\$0.01	\$0.02
86	G-R-E-A-T System Nose Assembly	2	EA	\$1,200.00	\$2,400.00
87	G-R-E-A-T System Concrete Backup Wall Assembly	2	EA	\$1.00	\$2.00
88	G-R-E-A-T System Deflector Assembly for Bidirectional System	2	EA	\$1.00	\$2.00
89	G-R-E-A-T System Tension Strut Backup Wall Assembly	2	EA	\$1.00	\$2.00
90	G-R-E-A-T System Wide Flange Backup Wall Assembly	2	EA	\$1.00	\$2.00
91	G-R-E-A-T System Concrete Barrier Wall Backup Assembly	2	EA	\$1.00	\$2.00
<b>QUADGUARD Energy Absorbing System</b>					
92	QUADGUARD Energy Absorbing Sys., (3 Bay) (All Widths) (Includes Foundations)	1	EA	\$15,000.00	\$15,000.00
93	QUADGUARD Energy Absorbing Sys., Additional Bay (All Widths) (Includes Addi	2	EA	\$2,000.00	\$4,000.00
<b>QUADGUARD Energy Absorbing System - Bay Replacement Parts</b>					
94	QUADGUARD Energy Absorbing Sys., Additional Cartridges (Type I)	2	EA	\$900.00	\$1,800.00
95	QUADGUARD Energy Absorbing Sys., Additional Cartridges (Type II)	1	EA	\$900.00	\$900.00
96	QUADGUARD Energy Absorbing Sys., Backup Assy., Concrete 24"	2	EA	\$1.00	\$2.00
97	QUADGUARD Energy Absorbing Sys., Backup Assy., Tension Strut 24"	2	EA	\$3,100.00	\$6,200.00
<b>QUADGUARD Energy Absorbing System - Parts for Repair of Damaged QUADGUARD</b>					
98	QUADGUARD Energy Absorbing Sys., Nose Assembly, 24"/30"/36"	1	EA	\$900.00	\$900.00
99	QUADGUARD Energy Absorbing Sys., Diaphragm 24"	2	EA	\$1,100.00	\$2,200.00
100	QUADGUARD Energy Absorbing Sys., Diaphragm 30"	2	EA	\$1,200.00	\$2,400.00
101	QUADGUARD Energy Absorbing Sys., Fender Panel Assembly, 24"/30"/36"	2	EA	\$800.00	\$1,600.00
<b>QUADGUARD ELITE System - Bay Replacement Parts</b>					
102	QUADGUARD ELITE Fender Panel	2	EA	\$800.00	\$1,600.00
103	QUADGUARD ELITE Diaphragm Assembly	2	EA	\$1,400.00	\$2,800.00
104	QUADGUARD ELITE Nose Belt Assembly	1	EA	\$500.00	\$500.00
105	QUADGUARD ELITE Cylinder Cartridge	2	EA	\$500.00	\$1,000.00
<b>***** FURNISH ONLY, DELIVERED - ITEMS 106-177 (SEE NOTE 6) *****</b>					
106	Anchorage Assembly, Type LET	2	EA	\$0.01	\$0.02
107	Anchorage Assembly, Type SKT 350	2	EA	\$1,600.00	\$3,200.00
108	Type MELT Buffered End (w/Diaphragms)	3	EA	\$0.01	\$0.03
109	Cable w/Hardware, for Type MELT	5	EA	\$0.01	\$0.05
110	Type SKT 350 Extruder Head	2	EA	\$800.00	\$1,600.00
111	Short Post in Sleeve for TypeS SKT 350 and MELT	3	EA	\$0.01	\$0.03
112	Block, Wood, w/Hardware	18	EA	\$0.01	\$0.18
113	Block, Recycled Plastic	30	EA	\$0.01	\$0.30
114	End Section, Buffer	5	EA	\$32.00	\$160.00
115	End Section, Flared	5	EA	\$0.01	\$0.05
116	End Section, Parallel	5	EA	\$0.01	\$0.05
117	End Section, CRT	5	EA	\$0.01	\$0.05
118	End Section, Rounded	2	EA	\$0.01	\$0.02
119	End Shoe, Special (Bridge Attachment Piece)	5	EA	\$0.01	\$0.05
120	GuardRail, Steel Beam, Straight, Incl./Hardware	25	LF	\$4.24	\$106.00
121	GuardRail, Steel Beam, Shop Bent, Incl./Hardware	25	LF	\$0.01	\$0.25

**BID PROPOSAL**  
**ANNUAL GUARDRAIL CONTRACT**  
**CONTRACT**  
**PBC PROJECT #2020052**

ITEM #	ITEM DESCRIPTION	QTY	UNITS	UNIT PRICE	AMOUNT
122	5 Degree Radius Shop Bent GuardRail (6-1/4')	25	LF	\$0.01	\$0.25
123	Transition Panel, QUAD Beam to W Beam, Narrow	2	EA	\$0.01	\$0.02
124	Transition Panel, QUAD Beam to W Beam, Medium	2	EA	\$0.01	\$0.02
125	Transition Panel, QUAD Beam to W Beam, Wide	2	EA	\$0.01	\$0.02
126	Post, GuardRail, Steel, Standard	5	EA	\$32.86	\$164.30
127	Post, GuardRail, Steel, 9'	5	EA	\$0.01	\$0.05
128	Post, GuardRail, CRT	5	EA	\$21.31	\$106.55
129	Post, GuardRail, Wood (Treated Timber), Standard	5	EA	\$32.86	\$164.30
130	Post, GuardRail, Steel, Special, w/Plate	3	EA	\$150.00	\$450.00
131	Safety Pipe Rail, w/Hardware	25	LF	\$0.01	\$0.25
132	Safety Pipe Rail End Fixture, w/Hardware	5	EA	\$0.01	\$0.05
133	Safety Pipe Rail Angle Brackets, w/Hardware	5	EA	\$0.01	\$0.05
134	5/8" Modified Hex Nut (Recessed Nut)	25	EA	\$0.01	\$0.25
135	5/8" Oval Shoulder Button Head Bolt (1-1/4")	25	EA	\$0.01	\$0.25
136	5/8" Oval Shoulder Button Head Bolt (10")	10	EA	\$0.01	\$0.10
137	5/8" Oval Shoulder Button Head Bolt (18")	10	EA	\$0.01	\$0.10
138	5/8" Oval Shoulder Button Head Bolt (25")	10	EA	\$0.01	\$0.10
139	7/8" Bridge Attachment Bolt (12")	10	EA	\$0.01	\$0.10
140	7/8" Bridge Attachment Bolt (14")	10	EA	\$0.01	\$0.10
141	7/8" Bridge Attachment Bolt (16")	8	EA	\$0.01	\$0.08
142	7/8" Bridge Attachment Bolt (18")	10	EA	\$0.01	\$0.10
143	7/8" Bridge Attachment Bolt (20")	5	EA	\$0.01	\$0.05
144	7/8" Bridge Attachment Bolt (22")	5	EA	\$0.01	\$0.05
145	7/8" Bridge Attachment Bolt (24")	5	EA	\$0.01	\$0.05
146	7/8" Bridge Attachment Nut	5	EA	\$0.01	\$0.05
147	7/8" Bridge Attachment Washer	5	EA	\$0.01	\$0.05
148	7/8" Bridge Attachment BackinG Plate	5	EA	\$0.01	\$0.05
<b>THRIE Beam</b>					
149	Rail Splice, THRIE-Beam	5	EA	\$0.01	\$0.05
150	THRIE Beam Terminal Connector	3	EA	\$0.01	\$0.03
151	THRIE Beam Bridge Connector Complete (Detail J)	2	EA	\$600.00	\$1,200.00
152	12" x 12" x 1/4" Back Up Plate	5	EA	\$0.01	\$0.05
153	8" x 8" x 5/8" Filler Plate - Installed Complete	5	EA	\$0.01	\$0.05
154	21" x 21" x 5/8" BACK Up Plate - Installed Complete	5	EA	\$0.01	\$0.05
155	THRIE Beam, Straight Panel Complete (w/ Post, Block & Hardware)	25	LF	\$16.66	\$416.50
156	THRIE Beam, Shop Bent Panel Complete (w/ Post, Block & Hardware)	25	LF	\$0.01	\$0.25
157	THRIE Beam, Straight Panel (Panel Only)	25	LF	\$7.35	\$183.75
158	THRIE Beam, Shop Bent Panel (Panel Only)	25	LF	\$13.58	\$339.50
159	6'-3" Transition Panel THRIE Beam to W-Beam	1	EA	\$137.26	\$137.26
160	THRIE Beam Offset Block	5	EA	\$0.01	\$0.05
<b>QUADGUARD Energy Absorbing System</b>					
<b>QUADGUARD Energy Absorbing System - Bay Replacement Parts</b>					
161	QUADGUARD Energy Absorbing Sys., Additional Cartridges (Type I)	2	EA	\$784.00	\$1,568.00

**BID PROPOSAL**  
**ANNUAL GUARDRAIL CONTRACT**  
**CONTRACT**  
**PBC PROJECT #2020052**

ITEM #	ITEM DESCRIPTION	QTY	UNITS	UNIT PRICE	AMOUNT
162	QUADGUARD Energy Absorbing Sys., Additional Cartridges (Type II)	2	EA	\$784.00	\$1,568.00
163	QUADGUARD Energy Absorbing Sys., Backup Assy., Concrete 24"	2	EA	\$1,213.00	\$2,426.00
164	QUADGUARD Energy Absorbing Sys., Backup Assy., Tension Strut 24"	2	EA	\$0.01	\$0.02
165	QUADGUARD Energy Absorbing Sys., Nose Assembly, 24"/30"/36"	2	EA	\$701.00	\$1,402.00
166	QUADGUARD Energy Absorbing Sys., Dlaphragm 24"	2	EA	\$0.01	\$0.02
167	QUADGUARD Energy Absorbing Sys., Dlaphragm 30"	2	EA	\$0.01	\$0.02
168	QUADGUARD Energy Absorbing Sys., Dlaphragm, 69"/90" (20 Sizes)	2	EA	\$0.01	\$0.02
169	QUADGUARD Energy Absorbing Sys., Fender Panel Assembly, 69"/90"	2	EA	\$0.01	\$0.02
<b>QUADGUARD ELITE System</b>					
<b>QUADGUARD ELITE System - Bay Replacement Parts</b>					
170	QUADGUARD ELITE Fender Panel	2	EA	\$0.01	\$0.02
171	QUADGUARD ELITE Diaphragm Assembly	2	EA	\$0.01	\$0.02
172	QUADGUARD ELITE Nose Belt Assembly	2	EA	\$0.01	\$0.02
173	QUADGUARD ELITE Cylinder Cartridge	2	EA	\$0.01	\$0.02
<b>QUADGUARD ELITE System - Furnish and Install, Complete (See Note 5)</b>					
174	QUADGUARD ELITE System (7 Bay) - 69" Wide Incl./All Hardware	1	EA	\$15,000.00	\$15,000.00
175	QUADGUARD ELITE System (7 Bay) - 90" Wide Incl./All Hardware	1	EA	\$15,000.00	\$15,000.00
176	QUADGUARD ELITE System (11 Bay) - 69" Wide Incl./All Hardware	1	EA	\$15,000.00	\$15,000.00
177	QUADGUARD ELITE System (11 Bay) - 90" Wide Incl./All Hardware	1	EA	\$15,000.00	\$15,000.00
<b>TOTAL BID AMOUNT</b>					<b>\$317,456.45</b>

**THE COUNTY DOES NOT GUARANTEE THE ACCURACY OF THE FORMULAS AND EXTENSIONS USED IN THIS SPREADSHEET.**

**THE ITEMS AND QUANTITIES ABOVE, SHAI GOVERN OVER THE PLANS.**

**PAY ITEM FOOTNOTES IN CONSTRUCTION PLANS SHAI ALSO BE INCLUDED IN ITEM UNIT PRICE.**

All costs for Maintenance of Traffic (MOT) and mobilization shall be considered incidental to, and shall be Included in, unit prices for the pay items.

All items shall Include cost to furnish and install unless otherwise noted.

**NOTES:**

1. Items 4 Through 8, Removal and Disposal or Delivery of GuardRail items, - Disposition of All materials in the field shall be at the discretion of the Road and Bridge Division or other Palm Beach County representative on-site.
2. Item 12, Surcharge to Reset GuardRail Post on Base Plate - This item is considered an add-on to the per linear foot price for Item 10 - Reset GuardRail and shall constitute all Additional labor and materials for each post removed and Reset on a surFace-mounted base plate.
3. Item 13, Raise and Reset Existing GuardRail (Posts and Panels) shall Include All labor, equipment and materials to vertically raise and Reset existing guardRail sections to proper height as directed by Palm Beach County.
4. Item 65, Round-Off Top of Wooden GuardRail Post and Block (All Sides) shall Include All labor, router equipment and materials to produce a routed, 3/4" round over on All top edges and corners of Wooden Posts and Blocks adjacent to, and/or within 2' of, pedestrian sidewalks and pathways.
5. Items 15 Through 105 and 174 Through 177, Furnish and Install, Complete shall mean Complete installation under any field conditions (in Concrete, asphalt, etc.).
6. Items 106 Through 173, Furnish Only, Delivered Shall Include All Hardware, etc. required for Completed installation of the component Parts by the Road and Bridge Division or other Palm Beach County personnel.

## PROPOSAL FORM

PROJECT NO. 2020052

TOTAL BID  
\$ 317,456.45  
IN FIGURES

The Contractor acknowledges that Addenda N/A thru N/A have been received and that related costs are reflected in the submitted bid. Contractor has committed to 0 % **SBE** as set forth on the Schedule 1 and Schedule 2 that are completed and submitted by Contractor. Contractor shall comply with said goal if awarded the Contract.

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 2017-1770 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, gender identity or expression, 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 2017-1770, as amended.

The Contractor further agrees to perform all necessary 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.

## PROPOSAL FORM

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 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.

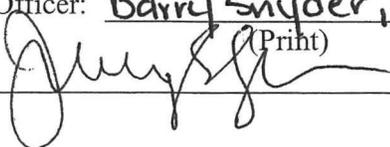
The Contractor shall complete in full all necessary Work under this Contract in accordance with the Special Provisions. It is further agreed that should the Contractor fail to complete all necessary Work under this Contract within the above referenced time; then, due to the criticalness of the timely completion of this project, liquidated damages for failure to meet these provisions shall be in accordance with Section 8 of the Standard Specifications.

The Contractor further agrees to furnish a sufficient and satisfactory Bond, on the form herein provided, in accordance with Section 3 of the General Provisions.

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: Southeast Highway  
Coastal & Atlantic LLC Authorized Officer: Barry Snyder, CEO  
(Print)

Address: 7760 Hooper Road Signature:   
West Palm Beach, FL 33411

PROPOSAL FORM

CONTRACTOR CERTIFICATION

PALM BEACH COUNTY

ENGINEERING AND PUBLIC WORKS DEPARTMENT

NPDES GENERAL PERMIT FOR STORM WATER DISCHARGES

FROM

ROADWAY CONSTRUCTION SITES

ANNUAL GUARDRAIL CONTRACT

PALM BEACH COUNTY PROJECT NO. 2020052

"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: Southeast Highway Guardrail E. Attenuators, LLC

By: Barry Snyder  Date: 9/26/19

Name and Title: CEO

Address or P.O. Box: 7760 Hooper Road

West Palm Beach, FLORIDA 33411  
City State Zip Code

Telephone: (561) 777 9097  
Area Code Number

## PALM BEACH COUNTY LOCAL PREFERENCE ORDINANCE

In accordance with the Palm Beach County Local Preference Ordinance, a preference will be given to (1) Bidders having a permanent place of business in Palm Beach County; (2) Bidders having a permanent place of business in the Glades that are able to provide the goods or services within the Glades.

1. Local Preference means that if the lowest responsive, responsible Bidder is a non-local business, then all Bids received from responsive, responsible local Bidders are decreased by 5%. The original Bid amount is not changed; the 5% decrease is calculated only for the purposes of determining local preference.
2. Glades Local Preference means that if the lowest responsive, responsible Bidder is a non-Glades business, then all Bids received from responsive, responsible Glades Bidders are decreased by 5%. The original Bid amount is not changed; the 5% decrease is calculated only for the purposes of determining local preference. A Bidder who is a local business but not a Glades business and who utilizes Glades subcontractor(s) for a minimum of 15% of the total Bid price, may receive a local preference of three (3) percent, solely for the purpose of determining Bid award. If the Local business utilizes Glades subcontractor(s) for a minimum of 30% of the total Bid price, he may receive a local preference of four (4) percent for the purposes of ranking Bidders.

To receive either a Local Preference or a Glades Local Preference, a Bidder must have a permanent place of business in existence prior to the County's issuance of this Invitation for Bid. A Business Tax Receipt issued by the Palm Beach County Tax Collector is required, unless specifically exempted by law, and will be used to verify the Bidders' permanent place of business. A permanent place of business means that the Bidder's headquarters is located in Palm Beach County or in the Glades, as applicable; or the Bidder has a permanent office or other site in Palm Beach County or in the Glades, as applicable; where the Bidder will produce a substantial portion of the goods or services to be purchased. The Bidder must submit the attached Certification of Business Location at the time of Bid submission. Failure to submit this information will cause the Bidder to not receive a local preference. Palm Beach County may require a Bidder to provide additional information for clarification purposes at any time prior to the award of the Contract.

In procurements where price is the only factor for selection, the above provisions shall not be applied where the application would result in an award which exceeds the otherwise lowest, responsive Bidder by one hundred thousand dollars (\$100,000).

The local Bidder may not receive more than one preference. The Glades Local Preference prevails over the Local Preference and the SBE Preference prevails over both the Local and Glades Local Preferences.

## CERTIFICATION OF BUSINESS LOCATION

In accordance with the Palm Beach County Local Preference Ordinance, as amended, a preference will be given to: (1) those Bidders having a permanent place of business in Palm Beach County (County); and (2) those Bidders having a permanent place of business in the Glades providing goods or services to be utilized in the Glades. To receive a local preference, an interested Bidder must have a permanent place of business in the County or in the Glades, as applicable, prior to the County's issuance of an invitation for Bid. A Business Tax Receipt issued by the Palm Beach County Tax Collector is required, unless specifically exempted by law, and will be used to verify the Bidders' permanent place of business. The Bidder must submit this Certification of Business Location at the time of Bid submission. This Certification of Business Location is the sole determinant of local preference eligibility. Errors in the completion of this Certification or failure to submit this completed Certification will cause the Bidder to not receive a local preference. Please note that in order to receive a local preference, the name and address on the Business Tax Receipt must be the same name and address that is included in the Bid or Proposal submitted by the Bidder to the County.

1) Bidder is a:

**Local Business** (A local business has a permanent place of business in Palm Beach County\*\*)

(Please indicate):

Headquarters located in Palm Beach County.

Permanent office or other site located in Palm Beach County from which a vendor will produce a substantial portion of the goods or services to be purchased.

**Glades Business** (a Glades business has a permanent place of business in the Glades\*\*)

(Please indicate):

Headquarters located in the Glades.

Permanent office or other site located in the Glades from which a vendor will produce a substantial portion of the goods or services to be purchased.

**Regional Business** (A regional business is one that has a permanent place of business in Martin, Broward, or Miami Dade County.)

**\*\*A post office box or location at a postal service center is not acceptable.**

2) The attached copy of the Bidder's Palm Beach County Business Tax Receipt verifies the Bidder's permanent place of business.

THIS CERTIFICATION is submitted by

Barry Snyder  
(Name of Individual)

CEO, of Southeast Highway Guardrail & Attenuators, LLC  
(Title/Position) (Firm Name of Bidder/Proposer)

who hereby certifies that the information stated above is true and correct, and that the Bidder has a permanent place of business in Palm Beach County. Further it is hereby acknowledged that any misrepresentation by the Bidder on this Certification will be considered an unethical business practice and be grounds for sanctions against future County business with the Bidder.

[Signature]  
Signature

9/26/19  
Date

**CITY OF WEST PALM BEACH**

DEPARTMENT OF DEVELOPMENT SERVICES



WEST PALM BEACH

Development Services

Attached is your 2019-2020 Business Receipt evidencing payment of fees for your Local Business Tax; Certificate of Use (if applicable); Sidewalk Café Permit (if applicable); and/or Extended Hours Alcohol Permit (if applicable).

**Business Tax Receipt:** This document, based on the business category codes listed below, is your Business Tax Receipt. **THIS BUSINESS TAX RECEIPT MUST BE DISPLAYED ON THE PREMISES IN A PLACE WHERE IT MAY BE SEEN AT ALL TIMES (Sec. 82-160 City Code).**

**Certificate of Use:** A certificate of use may be suspended or revoked in accordance with Sec. 22-39 of the City Code.

**Sidewalk Café Permit:** A sidewalk café permit requires compliance with the conditions in Secs. 78-345 and 78-347 of the City Code. A sidewalk café permit may be suspended or revoked pursuant to Sec. 78-348 of the City Code.

**Extended Hours Alcohol Permit:** An extended hours alcohol permit requires compliance with the conditions in Sec. 6-8 of the City Code and may be suspended or revoked as provided in said section.

**FOR INFORMATION CALL (561) 805-6700 EMAIL [businessstax@wpb.org](mailto:businessstax@wpb.org) HOURS 8:00 AM - 5:00 PM — MONDAY - FRIDAY**

**INSTRUCTIONS: PLEASE POST IN A CONSPICUOUS PLACE AT YOUR PLACE OF BUSINESS.**



**CITY OF WEST PALM BEACH**

**2019 to 2020 BUSINESS RECEIPT**

**NOT TRANSFERABLE**

CITY OF WEST PALM BEACH  
P.O. BOX 3147, WEST PALM BEACH, FL. 3340

0000041742  
SOUTHEAST HIGHWAY GUARDRAIL & ATTEN  
77600 HOOPER RD

REGISTRATION OF GUARDRAIL  
COMPANY

BUS. TAX ID.	CATEGORY	DESCRIPTION	FEE
79860	239999	REGISTRATION CONSTRUCTION RELATED BUS.	69.46
<b>TOTAL</b> →			69.46

**EXPIRES  
SEPTEMBER 30,  
2020**

**THIS DOCUMENT NOT VALID  
UNTIL FUNDS ARE COLLECTED**

\*\* PAID 69.46 \*\* BAL \*\* 0.00



**ANNE M. GANNON**  
CONSTITUTIONAL TAX COLLECTOR  
*Serving Palm Beach County*  
**Serving you.**

P.O. Box 3353, West Palm Beach, FL 33402-3353  
www.pbctax.com Tel: (561) 355-2264

**\*\*LOCATED AT\*\***

7760 HOOPER RD  
ROYAL PALM BEACH, FL 33411

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
56-0001 ADMINISTRATIVE OFFICE	SOUTHEAST HIGHWAY HOLDINGS LLC		B19.591865 - 09/09/19	\$132.00	B40165074

This document is valid only when receipted by the Tax Collector's Office.

B3 - 288

SOUTHEAST HIGHWAY GUARDRAILS AND ATTENUATORS  
SOUTHEAST HIGHWAY HOLDINGS LLC  
7760 HOOPER RD  
WEST PALM BEACH, FL 33411

**STATE OF FLORIDA  
PALM BEACH COUNTY  
2019/2020 LOCAL BUSINESS TAX RECEIPT**

**LBTR Number: 2016093002  
EXPIRES: SEPTEMBER 30, 2020**

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and **MUST** be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

## **PALM BEACH COUNTY LIVING WAGE ORDINANCE**

(PBC Ordinance No. 2003-004, as amended by PBC Ordinance No. 2004-002) (a.k.a., Palm Beach County Living Wage Ordinance, hereinafter Ordinance)

### **Implementation**

This information shall serve to notify the Contractor of the Ordinance's implementation requirements as referenced in Section 4 of the Ordinance, as stated below and on the LW pages of this specification. A copy of the Ordinance is available for pickup at the Engineering & Public Works Department (Roadway Production Division).

The costs for implementing these requirements shall be incidental to the cost of the project.

### **Procurement Specifications**

The Ordinance states that the living wage requirement shall be included in the procurement Specifications for all county construction contracts that have a total Contract value exceeding \$100,000, and that is not subject to the Davis-Bacon Act or any related act or acts, as amended, that require the payment of Davis-Bacon Act wage rates.

The Ordinance also requires that the prospective non-county employer agree to produce, upon the request of the Construction Coordination Division, or as otherwise provided by the County Administrator through countywide policy, all documents and payroll records required under this Ordinance.

### **Maintenance of Payroll Records**

Each non-county employer shall maintain payroll records and basic records relating thereto for each employee, and shall preserve them for a period of four (4) years, after Project completion date, or such longer time as may be required in other provisions of this Contract. The records shall contain:

- (1) Each employee's name and address;
- (2) Each employee's job title and classification;
- (3) The number of hours worked each day by each employee;
- (4) The gross wages and deductions made for each employee; and
- (5) Annual wages paid to each employee.

### **Reporting Payroll**

Every six (6) months the non-county employer shall certify and file with the Construction Coordination Division if the non-county employer is a general Contractor, or with the general Contractor if the non-county employer is a subcontractor, certification that all non-county employees who worked on each construction Contract during the preceding six (6) month period were paid the living wage in compliance with this Ordinance. Upon the County's request, the non-county employer shall produce for inspection and copying the payroll records for any or all of its employees for the prior four (4) year period, or such longer time as may be required in other provisions of this Contract.

## LIVING WAGE CERTIFICATION

Project: Annual Guardrail Contract

Contractor Name: Southeast Highway Guardrail & Attenuators, LLC

Contact Person: Barry Snyder

Contractor Address: 7760 Hooper Road  
West Palm Beach, FL 33411

Contractor Phone: 561 792 0040 (561-777-9097)

Amount of Contract: \$1,245,000

Please include the following with the Bid submission:

1. Brief description of the service provided under the construction Contract.
2. A statement of wage levels for prospective non-county employees.
3. A commitment to pay each non-county employee the living wage, as adjusted, in accordance with the Palm Beach County Living Wage Ordinance. According to Section 3(B)(2), of the Palm Beach County Living Wage Ordinance, the living wage must be adjusted annually for inflation, and this adjustment must take effect each October 1<sup>st</sup>. (See Palm Beach County Code Section 2-149(b)(2).)

**The living wage for October 1, 2019, through September 30, 2020, is \$12.62/hour.**

The Contractor/subcontractor(s) shall post a copy of the following Notice to Employees (LW-3) at the Work site in a prominent place where it can easily be seen by the employees, or provide a copy with the employee's first paycheck and at least every six (6) months thereafter.

The undersigned hereby certifies that the above and attached information is true and correct.

IN WITNESS THEREOF, the undersigned has set his hand and affixed the Corporate Seal this 26 day of September, 2019.

  
(Authorized Signature)



(Corporate Seal)

Barry Snyder, CEO  
(Print Name and Title)

## LIVING WAGE ORDINANCE AND CERTIFICATIONS

### Notice and Posting

Non-county employers shall post a copy of the following statement at the Work site in a prominent place where it can easily be seen by the employees: "NOTICE TO EMPLOYEES: If you are employed to provide certain services to Palm Beach County, your employer may be required by Palm Beach County law to pay you at least **\$12.62** per hour. If you are not paid this hourly rate, contact your supervisor or a lawyer." The following statement shall be printed in English, Spanish, and Creole, and shall be printed with black lettering on letter-size, white paper using a Times New Roman 14-point font, Courier New 14-point font, or Arial 14-point font. Posting requirement will not be required if the non-county employer attaches a copy of the following statement to the employee's first paycheck, and to subsequent paychecks at least every six (6) months thereafter. Non-county employers shall supply a copy of the following statement to any employee upon request within a reasonable time. Non-county employers shall forward a copy of the requirements of this ordinance to any person or business submitting a Bid for a subcontract on any Contract covered by this ordinance.

**This notice is provided pursuant to the Palm Beach County Living Wage Ordinance, Section 3 (E), (as amended through January 2004), and reflects the adjusted living wage effective October 1, 2019, through September 30, 2020.**

### NOTICE TO EMPLOYEES (ENGLISH)

If you are employed to provide certain services to Palm Beach County, your employer may be required by Palm Beach County law to pay you at least **\$12.62** per hour. If you are not paid this hourly rate, contact your supervisor or Palm Beach County.

### NOTIFICACIÓN A PATRONES (ESPAÑOL)

Si usted tiene un empleo por el cual provee ciertos servicios al Condado de Palm Beach, el Condado de Palm Beach puede requerir de su patrón que le pague a usted por lo menos **\$12.62** por hora. Si a usted no se le paga esta cantidad por hora, póngase en contacto con su supervisor o el Condado de Palm Beach.

### AVI POU ENPLWAYE-YO (CREOLE)

Si ke ou enplwaye pou bay kek sévis pou Komin-n Palm Beach-la, Dapré la Lwa, Bos travay-la sipoze peye-w o mwen **\$12.62** pa lé. Si yo pa peye-w valé sa-a, se pou-w kontakte sipévize-w la o byen Komin-n Palm Beach-la.



---

(Authorized Signature)

**Barry Snyder, CEO**

---

(Print Name and Title)

**CERTIFICATION OF COMPLIANCE WITH  
THE LIVING WAGE ORDINANCE**

The Ordinance states: "Every six (6) months the non-county employer shall certify and file with the Construction Coordination Division if the non-county employer is a general Contractor, or with the general Contractor if the non-county employer is a subcontractor, certification that all non-county employees who worked on each construction Contract during the preceding six (6) month period were paid the living wage in compliance with the Living Wage Ordinance. Upon the County's request, the non-county employer shall produce for inspection and copying the payroll records for any or all of its employees for the prior three (3) year period."

The County further requires that the Contractor submit this certification statement with each pay application, including the final, on company letterhead.

The undersigned authorized person hereby certifies that the above requirements are adhered to and that payroll records are being maintained in accordance with the requirements of LW-1 "Maintenance of Payroll Records".

9/26/19

Date

Southeast Highway Guardrail & Attenuators, LLC  
Company Name (Print)

CEO

Authorized Officer: Name/Title (Print)

  
Signature

## 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.

**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.

9/26/19

Date

Southwest Highway Guardrail & Attenuators, LLC

Company Name (Print)

CEO

Authorized Officer: Name/Title (Print)

Signature

**BID BOND**

STATE OF FLORIDA )

) ss.

COUNTY OF PALM BEACH )

KNOW ALL MEN BY THESE PRESENTS: That we, Southeast Highway Guardrail & Attenuators, LLC (“Principal”), and Aegis Security Insurance Company 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: ANNUAL GUARDRAIL CONTRACT, PROJECT NO. 2020052, 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, Southeast Highway Guardrail & Attenuators, LLC as Principal herein, has caused these presents to be signed in its name, by its CEO, and attested by its Office Manager, under its corporate seal, and Aegis Security Insurance Company, as Surety herein, has caused these presents to be signed in its name, by its Attorney-in-Fact, under its corporate seal, this 19th day of September, A.D., 20 19.

ATTEST:

[Signature]  
(Signature)

Carmen Goychman  
(Print Name)

Office manager  
(Title)

ATTEST:

[Signature]  
(Signature)

Linda A. Bycholski  
(Print Name)

Office Manager  
(Title)

(Seal)

**Southeast Highway Guardrail & Attenuators, LLC**

By: [Signature]  
(Principal)

(Seal)

**Aegis Security Insurance Company**

By: [Signature]  
(Surety)

**Michael E. Watts, Attorney-in-Fact**



CERTIFICATE OF RESOLUTION

The undersigned hereby certifies that the following are true and correct statements:

1. That the undersigned is the CEO (insert title) of Southeast Highway Guardrail Attorneys LLC (insert business name) a business organization, i.e. corporation, LLC, LLP, organized and existing in good standing under the laws of the State of Delaware ("Firm"), and that the following Resolutions are true and correct Resolutions adopted by the Board of Directors (insert form of management) of the Firm on the day of 26th of September, 20 19, in accordance with the laws of the State of Delaware (where Firm is organized) of the Firm, and Articles of Incorporation (governing documents) of the Firm.

RESOLVED, that the Firm shall enter into that certain Agreement 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 Barry Snyder, the CEO of the Firm, is hereby authorized and instructed to execute such Agreement and such other instruments as may be necessary and appropriate for the Firm to fulfill its obligations under the Agreement.

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 Agreement.

IN WITNESS WHEREOF, the undersigned has set his/her hand and affixed the Seal of the Firm the 26 day of September, 20 19

[Handwritten signature of Barry Snyder]

Signature

(SEAL)

Barry Snyder, CEO

Print Name and Title



SWORN TO AND SUBSCRIBED before me this 26 day of September, 20 19, by the Barry Snyder of the aforesaid Firm, who is (circle one:) personally known to me OR who produced as identification and who did take an oath.

[Handwritten signature of Connie Sinkus]

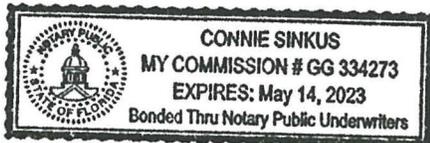
Notary's Signature

Connie Sinkus

Print Notary's Name

NOTARY PUBLIC
State of Florida at Large

My Commission Expires: 5/14/23



**CONTRACT**

STATE OF FLORIDA )

) ss.

R2020 0132

COUNTY OF PALM BEACH )

This Contract, made this \_\_\_\_ day of **FEB 11 2020**, A.D. 20\_\_\_\_, 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 Southeast Highway Guardrail & Attenuators, LLC, 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: ANNUAL GUARDRAIL CONTRACT**

**PROJECT NO.: 2020052**

IN THE AMOUNTS specified in Work Orders which may be issued by the County. The County is not required to issue any Work Orders hereunder. The total value of Work Orders issued under this Contract shall not exceed **One Million Two Hundred Forty Five Thousand Dollars (\$1,245,000.00)**, except as may be increased according to Section 9-11 of the Contract Specifications.

The Contractor further agrees for the consideration herein mentioned to commence Work with adequate forces and Equipment within five (5) Working Days of the Work Order being issued for a specific project and to fully complete all contracted Work under the same in accordance with Contract Documents. After commencement of the Work, the Work Order shall be properly dispatched toward completion, to the satisfaction of the Engineer, and shall be fully complete within the time limit specified in the Work Order. Should the time limit for completion of the Work Order exceed the expiration date of the Contract, the Work Order Work will continue to completion and the Contractor shall ensure that Bonding and Insurance coverage do not expire until all Work Orders issued prior to the expiration of this Contract are complete and accepted. It is understood and agreed that the time limit for completion of said Work is the essence of the Contract. If Contractor fails to complete the Work within the time limit, it is agreed that for such Calendar Day that any Work provided for in these Contract Documents remain incomplete after the time limit has expired, including any official extension of the time limit, 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 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 Annual Guardrail Contract, Project No. 2020052 to be executed and sealed the day and year first written above.

ATTEST:

R2020 0132 FEB 11 2020

SHARON R. BOCK,  
Clerk & Comptroller

PALM BEACH COUNTY, FLORIDA, a  
Political Subdivision of the  
State of Florida

BOARD OF COUNTY COMMISSIONERS

By: *Sharon R. Bock*  
Deputy Clerk  
*M. B. Herman*  
APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By: *[Signature]*  
Dave Kerner, Mayor  
*[Signature]*  
APPROVED AS TO TERMS  
AND CONDITIONS

*Connie Sinkus*  
(witness signature)

Southeast Highway Guardrail Alternatives, LLC  
(Corporate Name)

Connie Sinkus  
(witness name printed)

a Delaware corporation  
(insert state of incorporation)

*[Signature]*  
(witness signature)

By: *[Signature]*  
(signature)

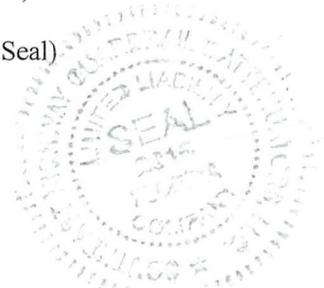
Susanne Baba  
(witness name printed)

Barry Snyder  
(print signatory's name)

Its CEO  
(print title)

11-12-19  
(date)

(Corporate Seal)



**PUBLIC CONSTRUCTION BOND**

BOND NUMBER: B10 037 055

BOND AMOUNT: Three Hundred Seventeen Thousand Four Hundred Fifty Six and 45/100 (\$317,456.45)

CONTRACT AMOUNT: \$1,245,000

CONTRACTOR'S NAME: Southeast Highway Guardrail & Attenuators, LLC

CONTRACTOR'S ADDRESS: 7760 Hooper Road  
West Palm Beach, FL 33411

CONTRACTOR'S PHONE: (561) 792-0040

SURETY COMPANY: Aegis Security Insurance Company

SURETY ADDRESS: 4507 North Front Street, Suite 200  
Harrisburg, PA 17110

SURETY PHONE: (717) 657-9671

OWNER'S NAME: Palm Beach County

OWNER'S ADDRESS: 2300 North Jog Road, Suite 3W-33  
West Palm Beach, FL 33411-2745

OWNER'S PHONE: 561-684-4150

PROJECT NO.: 2020052

DESCRIPTION OF WORK: Guardrail construction  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PROJECT LOCATION: Countywide

LEGAL DESCRIPTION: No legal description is available. The best description available is as indicated on the Project Location above.

## PUBLIC CONSTRUCTION BOND

This Bond is issued in favor of the County conditioned on the full and faithful performance of the Contract.

KNOW ALL MEN BY THESE PRESENTS: that Contractor (Principal) and Surety, are held and firmly bound unto:

Palm Beach County Board of County Commissioners  
301 N. Olive Avenue  
West Palm Beach, Florida 33401

As Obligee, herein called County, for the use and benefit of claimant as herein below defined, in the amount of:

**\$ Three Hundred Seventeen Thousand Four Hundred Fifty Six and 45/100 (\$317,456.45)**

for the payment whereof Principal and Surety bind themselves, their heirs, personal representatives, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated \_\_\_\_\_, 20\_\_\_\_, entered into a Contract with the County for:

Project Name:	Annual Guardrail Contract
Project No.:	2020052
Project Description:	See Page PCB-1
Project Location:	See Page PCB-1

in accordance with Design Criteria Drawings and Specifications prepared by:

Name of Engineering/Architectural Firm:	TBD
Location of Firm:	TBD
Phone:	TBD
Fax :	TBD

which Contract is by reference made a part hereof in its entirety, and is hereinafter referred to as the Contract.

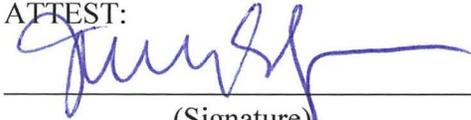
THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract dated \_\_\_\_\_ between Principal and County for the construction of the project as described above, the Contract being made part of this bond by reference, at the times and in the manner prescribed in the Contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05, Florida Statutes, supplying Principal with labor, Materials, or supplies, used directly or indirectly by Principal in the prosecution of the Work provided for in the Contract; and
3. Pays County all losses, damages (including liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that County sustains because of a default by Principal under the Contract; and
4. Performs the guarantee of all Work and Materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

**PUBLIC CONSTRUCTION BOND**

- 5. 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 and Surety waives notice of such changes.
- 6. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of construction liens which may be filed of record against said improvement, whether or not Claim for the amount of such lien be presented under and against the bond.
- 7. Principal and Surety expressly acknowledge that any and all provisions relating to consequential, Delay and liquidated damages contained in the Contract are expressly covered by and made a part of this Performance, Labor and Material Payment Bond. Principal and Surety acknowledge that any such provisions lie within their obligations and within the policy coverages and limitations of this instrument.
- 8. Section 255.05, Florida Statutes, as amended, together with all notice and time provisions contained therein, is incorporated herein, by reference, in its entirety. Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes. This instrument regardless of its form, shall be construed and deemed a statutory bond issued in accordance with Section 255.05, Florida Statutes.
- 9. Any action brought under this instrument shall be brought in the state court of competent jurisdiction in Palm Beach County and not elsewhere.

ATTEST:

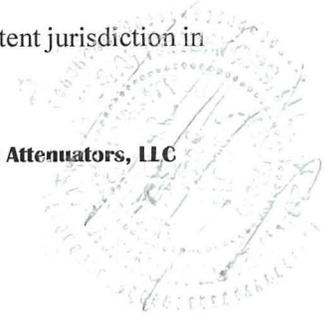
  
\_\_\_\_\_  
(Signature)

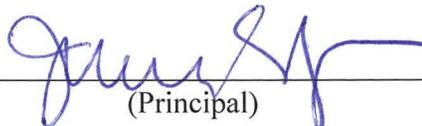
**Barry Snyder**  
\_\_\_\_\_  
(Print Name)

**CEO**  
\_\_\_\_\_  
(Title)

**Southeast Highway Guardrail & Attenuators, LLC**

(Seal)



By:   
\_\_\_\_\_  
(Principal)

ATTEST:

  
\_\_\_\_\_  
(Signature)

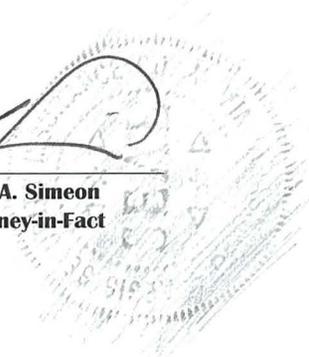
**Linda A. Bycholski**  
\_\_\_\_\_  
(Print Name)

**Office Manager**  
\_\_\_\_\_  
(Title)

**Aegis Security Insurance Company**

(Seal)

By:   
\_\_\_\_\_  
(Surety) **Paul A. Simeon**  
**Attorney-in-Fact**



**PUBLIC CONSTRUCTION BOND**

DESCRIPTION OF WORK: Guardrail construction  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PROJECT LOCATION: Countywide

SURETY COMPANY: Aegis Security Insurance Company

SURETY ADDRESS: 4507 North Front Street, Suite 200  
Harrisburg, PA 17110

SURETY PHONE: (717) 657-9671

BOND NUMBER: B10 037 055

BOND AMOUNT: Three Hundred Seventeen Thousand Four Hundred Fifty Six and 45/100 (\$317,456.45)

CONTRACT AMOUNT: \$1,245,000

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As the Surety Company for Southeast Highway Guardrail & Attenuators, LLC we have executed the captioned bond. Because the Contract date is unknown, we have left the bond(s) undated. As a duly authorized Attorney-in-Fact for the Surety, Aegis Security Insurance Company, permission is hereby granted to Palm Beach County to fill in the Contract date on the bond(s) and power of attorney when that date is known. Also, the "signed and sealed" date on the bond(s) should be completed.





**AEGIS SECURITY INSURANCE COMPANY**

---

2407 PARK DRIVE / P.O. BOX 3153, HARRISBURG, PENNSYLVANIA 17105  
TELEPHONE (717) 657-9671 / (800) 233-2160 FAX (717) 657-5837

November 6, 2019

Palm Beach County  
2300 North Jog Road, Suite 3W-33  
West Palm Beach, FL 33411-2745

Re: Bond B10 037 055

To Whom It May Concern:

Aegis Security Insurance Company gives Palm Beach County permission to date  
Bond B10 037 055.

Feel free to contact me with any questions.

Respectfully,

Aegis Security Insurance Company

A handwritten signature in black ink, appearing to read 'P. A. Simeon'.

Paul A. Simeon  
Attorney-in-Fact

**OEBO SCHEDULE 3  
SUBCONTRACTOR ACTIVITY FORM**

SUBCONTRACTOR ACTIVITY FOR MONTH ENDING \_\_\_\_\_ PROJECT #: \_\_\_\_\_

PROJECT NAME \_\_\_\_\_

PRIME CONTRACTOR NAME \_\_\_\_\_

PROJECT SUPERVISOR \_\_\_\_\_

Schedule 3 is used to show the monthly payment activity for work performed by each Subcontractor on the project and in conformity with the Subcontractor(s) submitted on Schedule 2. It also shows approved change orders as they impact all Subcontractors. Schedule 3 is to be submitted by the Prime Contractor with each payment request to Palm Beach County. In the Subcontracting Information section, list the name(s) of each Subcontractor, including each S/M/WBE subcontractor on the project and the total contracted amount for each Subcontractor on the project. As the project proceeds, please complete each column under the Subcontractor Information section. If a subcontractor is an S/M/WBE, please check the appropriate categories applicable.

1-04

SUBCONTRACTING INFORMATION								Subcontractor Category (check all applicable)						
Name of Subcontractor(s)	Total Contract Amount	Approved Change Orders	Revised Contract Amount	Amount drawn for Sub this Period	Amount drawn for Sub to Date	Amount Paid to Date for Subcontractor	Actual Starting Date	Minority/ Women Business (√)	Small Business (√)	Black (√)	Hispanic (√)	Women (√)	Caucasian (√)	Other (Please Specify) (√)

I hereby certify that the above information is accurate to the best of my knowledge \_\_\_\_\_  
(Signature) (Title)

Additional Sheets May Be Used As Necessary

**NOTE:** Firms may be certified as an SBE and/or an M/WBE. If firms are certified as both an SBE and M/WBE, the dollar amount will not be counted twice.

**OEBO SCHEDULE 4 – SUBCONTRACTOR/SUBCONSULTANT PAYMENT CERTIFICATION**

A properly executed Schedule 4 shall be submitted for each Subcontractor/subconsultant after receipt of payment from the Prime. The Prime shall submit this form with each payment application or invoice submitted to the County when the COUNTY has paid the Prime on the previous payment application for services provided by a Subcontractor/subconsultant. All named Subcontractors/subconsultants on this form must also complete and submit a separate Schedule 4 after receipt of payment. If the Prime is an S/M/WBE, completion of a Schedule 4 is also required to document all portions of work performed by their work force. **A completed release of lien form can be submitted in lieu of a Schedule 4.**

This is to certify that \_\_\_\_\_ received a  
 \_\_\_\_\_  
 (Subcontractor/subconsultant Name)

(Monthly) or (Final) payment of \$ \_\_\_\_\_ for \_\_\_\_\_  
 \_\_\_\_\_  
 Month Drawn

On \_\_\_\_\_ from \_\_\_\_\_  
 MM DD YYYY (Prime Contractor Name)

for labor and/or materials used on \_\_\_\_\_ / \_\_\_\_\_  
 (Project Name) (Work/Task Order/Project Number)

DEPT.: \_\_\_\_\_ PROJECT NO.: \_\_\_\_\_

PRIME CONTRACTOR/CONSULTANT VENDOR CODE: \_\_\_\_\_

SUBCONTRACTOR/SUBCONSULTANT VENDOR CODE: \_\_\_\_\_

**If the undersigned intends to distribute any portion of this payment to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 4.**

\_\_\_\_\_ Price or Percentage: \_\_\_\_\_  
 Name of 2<sup>nd</sup>/3<sup>rd</sup> tier Subcontractor/subconsultant

By: \_\_\_\_\_ (Signature of Subcontractor/subconsultant) \_\_\_\_\_ (Name & Title of Person executing on behalf of Subcontractor/subconsultant)

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

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

By: \_\_\_\_\_  
 \_\_\_\_\_  
 Notary Public, State of Florida

\_\_\_\_\_  
 Print, Type or Stamp Commissioned Name of Notary

Personally Known  OR Produced Identification  Type of Identification \_\_\_\_\_

# CERTIFICATION OF SUBLET WORK

PALM BEACH COUNTY ENGINEERING AND PUBLIC WORKS DEPARTMENT

ROADWAY CONSTRUCTION SITES  
ANNUAL GUARDRAIL CONTRACT  
PALM BEACH COUNTY PROJECT NO. 2020052

Pursuant to section 8-1 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction dated July 2017 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
N/A	N/A	N/A	0

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: SE Highway Guardrail Alternatives LLC Authorized Officer: Barry Snyder  
 Address: 7760 Hoppel Rd Signature: [Signature]  
West Palm Beach, FL 33411 (Print)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/05/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Brown & Brown of Florida, Inc. 1201 W Cypress Creek Rd Suite 130 Fort Lauderdale FL 33309		<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> (954) 776-2222 <b>E-MAIL ADDRESS:</b>	<b>FAX (A/C, No):</b> (954) 776-4446																					
<b>INSURED</b> Southeast Highway Guardrail & Attenuators, LLC 7760 Hooper Road West Palm Beach FL 33411		<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td><b>INSURER A:</b> Allied World National Assurance Company</td> <td></td> <td>10690</td> </tr> <tr> <td><b>INSURER B:</b> Tokio Marine Specialty Insurance Company</td> <td></td> <td>23850</td> </tr> <tr> <td><b>INSURER C:</b> Bridgefield Employers Insurance Company</td> <td></td> <td>10701</td> </tr> <tr> <td><b>INSURER D:</b></td> <td></td> <td></td> </tr> <tr> <td><b>INSURER E:</b></td> <td></td> <td></td> </tr> <tr> <td><b>INSURER F:</b></td> <td></td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	<b>INSURER A:</b> Allied World National Assurance Company		10690	<b>INSURER B:</b> Tokio Marine Specialty Insurance Company		23850	<b>INSURER C:</b> Bridgefield Employers Insurance Company		10701	<b>INSURER D:</b>			<b>INSURER E:</b>			<b>INSURER F:</b>		
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<b>INSURER D:</b>																								
<b>INSURER E:</b>																								
<b>INSURER F:</b>																								

**COVERAGES**      **CERTIFICATE NUMBER:** 19-20 w/updated WC      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY 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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		60040027	08/28/2019	08/28/2020	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
							Property damage-single	\$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY	Y		60000282	08/28/2019	08/28/2020	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$	Y		PUB690836	08/28/2019	08/28/2020	EACH OCCURRENCE	\$ 3,000,000
							AGGREGATE	\$ 3,000,000
								\$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	083043333	10/26/2019	10/26/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Palm Beach County Board of County Commissioners, A Political Subdivision of the State of Florida, its officers, employees, and agents are listed as additional insured with respect to General Liability, Auto Liability and Umbrella Liability with respects to work performed for them by the named insured as the specified project. Should any of the above described policies be cancelled before the expiration date thereof the insure will mail 30 Day notice of Cancellation applies except 10 days for non-payment of premium. to the insureer its agents or representatives.  
 Project Name: Annual Guardrail Contract  
 Project No. 2020052

**CERTIFICATE HOLDER****CANCELLATION**

Palm Beach County Board Commissioners c/o Palm Beach County  
 Engineering & Public Works  
 2300 N. Jog Road  
 West Palm Beach FL 33411

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 08/28/2018	Countersigned By: 
Named Insured: Southeast Highway Holdings, LLC	(Authorized Representative)

### SCHEDULE

<b>Name of Person(s) or Organization(s):</b> <b>Where required by written contract</b>
---

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- GARAGE COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 08/28/2018	Countersigned By:  (Authorized Representative)
Named Insured: Southeast Highway Holdings, LLC	

### SCHEDULE

<b>Name of Person(s) or Organization(s):</b> <b>Where required by written contract</b>
---

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – WHERE REQUIRED UNDER  
CONTRACT OR AGREEMENT  
(PRIMARY AND NON-CONTRIBUTORY WHERE  
REQUIRED UNDER CONTRACT)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SECTION II – WHO IS AN INSURED** is amended to include any person or organization to whom you become obligated to include as an additional insured under this policy, as a result of any written contract or written agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy. However, the insurance provided will not exceed the lesser of:

- a. The coverage and/or limits of this policy; or
- b. The coverage and/or limits required by said contract or agreement.

Coverage afforded to these additional insured parties will be primary to, and non-contributory with, any other insurance available to that person or organization where required of you by written contract or written agreement.

**RELEASE AND CONCURRENCE OF  
FINAL PAYMENT AMOUNT**

PROJECT:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PROJECT NO.:

\_\_\_\_\_

THIS IS TO CERTIFY THAT, ON BEHALF OF \_\_\_\_\_

I HAVE REVIEWED THE FINAL FIGURES PRESENTED BY THE COUNTY ON THIS CONTRACT, HAVE VERIFIED AND HEREBY CONCUR WITH THE ACCOUNTING AND AMOUNTS PRESENTLY STATED AS DUE, AND BY SIGNING HEREOF, AND UPON RECEIPT OF PAYMENT IN THE AMOUNT OF \$ \_\_\_\_\_

DO HEREBY RELEASE THE COUNTY FROM ANY FURTHER CLAIMS OF PAYMENT FOR WORK DONE, WHETHER OR NOT THE ABOVE-STATED AMOUNT MAY LATER BE DISCOVERED OR DETERMINED INCORRECT.

CONTRACTOR:

\_\_\_\_\_

BY:

\_\_\_\_\_

DATE:

\_\_\_\_\_

**Equal Business Opportunity (EBO)  
Participation Form**

**PROJECT** \_\_\_\_\_  
\_\_\_\_\_

**PROJECT NO.** \_\_\_\_\_

**The Contractor's proposed Small Business Enterprise (SBE) goal for this project was \_\_\_\_\_%.**

**The Contractor achieved a Small Business Enterprise (SBE) participation of \_\_\_\_\_% at the end of this project.**

**The Contractor's proposed Minority/Women Owned Business Enterprise (M/WBE) goal for this project was \_\_\_\_\_%.**

**The Contractor achieved a Minority/Women Owned Business Enterprise (M/WBE) participation of \_\_\_\_\_% at the end of this project.**

**CONTRACTOR:** \_\_\_\_\_

**BY:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

# CHANGE ORDER

Owner Initiated  
 Differing Site Conditions  
 Zoning/Code/Ordinance Changes  
 Errors/Omissions/In Design

Quantity Overruns/Underruns  
 Request By Another Agency/Outside Party:  
 \_\_\_\_\_  
 A. Reimbursable     B. Non-Reimbursable

\_\_\_\_\_ Other:

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: \_\_\_\_\_

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:** \_\_\_\_\_

**The total amount of this request, per the attached documentation, is not to exceed \$** \_\_\_\_\_

The Small Business Enterprise (SBE) goal for this contract is \_\_\_\_%. The estimated SBE participation for this request is \_\_\_\_%.  
The cumulative SBE participation to date for this Contract including this request is \_\_\_\_%.

The Minority/Women Owned Business Enterprise (M/WBE) goal for this contract is \_\_\_\_%. The estimated M/WBE participation for this request is \_\_\_\_%. The cumulative M/WBE participation to date for this Contract including this request is \_\_\_\_%.

**Palm Beach County 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.

Please sign below and submit with invoice at the completion of the project. Project completed in compliance with Contract and Project Specifications.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name and Title \_\_\_\_\_

Print Name and Title \_\_\_\_\_

**PALM BEACH COUNTY APPROVALS**

**BOARD APPROVAL ?** \_\_\_\_\_ **Date:** \_\_\_\_\_

Division Approval \_\_\_\_\_ Date \_\_\_\_\_

Budget Approval \_\_\_\_\_ Date \_\_\_\_\_

Deputy County Engineer \_\_\_\_\_ 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 \_\_\_\_\_

\_\_\_\_\_ (Project), Project Number \_\_\_\_\_, 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 even 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 completion filing 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 AMOUNT: \$ \_\_\_\_\_ CONTRACT DATE: \_\_\_\_\_

ENGINEER: \_\_\_\_\_

In accordance with the provisions of the above named Contract between the County and the Contractor, the following named Surety:

\_\_\_\_\_

On the PUBLIC CONSTRUCTION BOND of the following named 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, 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 personalty 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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ by \_\_\_\_\_ who is (circle one) personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR THE COUNTY OF \_\_\_\_\_, STATE OF \_\_\_\_\_

# 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)

\_\_\_\_\_  
(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\_\_\_\_.

(AFFIX SEAL)

\_\_\_\_\_  
SURETY COMPANY

BY: \_\_\_\_\_  
It's Attorney in Fact

(Power of Attorney must be attached if executed by Attorney in Fact)

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

Before me, the undersigned authority, personally appeared \_\_\_\_\_, to me well known as the person described in and who executed the foregoing instrument in the name of \_\_\_\_\_ Surety, as its \_\_\_\_\_ and \_\_\_\_\_ acknowledged that he executed said instrument in the name of said Surety as its \_\_\_\_\_ for the purpose therein expressed and that he has due and legal authority to execute the same on behalf of said Surety.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
My commission expires \_\_\_\_\_  
Notary Public State of \_\_\_\_\_

Countersignature: \_\_\_\_\_  
Required ONLY if executed by Non Florida Resident Agent



**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 TURUTH AND VERACITY OF THIS DOCUMENT AND NAY MISREPRESENTATION HEREUNDER COULD RESULT IN AN ACTION FOR BREACH OF CONTRACT AND/OR LOSS, REDUCTION OR RETENTION OF FUTURE CONTRACT PAYMENTS.

\_\_\_\_\_  
(Contractor Firm)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ by \_\_\_\_\_ who is personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

\_\_\_\_\_  
Notary (Signature)

\_\_\_\_\_  
Name (Type, Print or Stamp)

Commission No. \_\_\_\_\_

# 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

(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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_

who is personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

\_\_\_\_\_  
Notary (Signature)

\_\_\_\_\_  
Name (Type, Print or Stamp)