

R-2019-1835

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DEC 03 2019

CONTRACT DOCUMENTS

FOR

CONSTRUCTION

OF

**ANNUAL SMALL PAVING AND MINOR
CONSTRUCTION CONTRACT**

PALM BEACH COUNTY, FLORIDA

PROJECT NO. 2018053

R2019 1835

DEC 03 2019

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PALM BEACH COUNTY, FLORIDA

PROJECT NO. 2018053

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**PROJECT NAME: ANNUAL SMALL PAVING AND
MINOR CONSTRUCTION CONTRACT**

PROJECT NO.: 2018053

Cover

NOTICE TO BIDDERS

NOTICE TO BIDDERS

A PRE-BID MEETING WILL BE HELD ON

THURSDAY MAY 9, 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

SUBMITTALS REQUESTED WITH BID

At a minimum, submit one original package containing the following:

(see contract documents to determine of 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

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

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:

SBE Subcontracting Program

A 20% SBE subcontracting participation goal is established for this Contract.

A minimum mandatory goal of 20% of the total estimated dollar value of the Contract shall be subcontracted to SBEs, however the EBO Office shall reduce or waive this goal when there is inadequate availability of SBE prime and / or Subcontractor firms.

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 new 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 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.

INSTRUCTIONS TO BIDDERS

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:

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

INSTRUCTIONS TO BIDDERS

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 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.

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 represents 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.

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

SPECIAL PROVISIONS

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
Or by Telephone at: 561-355-6680**

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

SPECIAL PROVISIONS

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, 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.

SPECIAL PROVISIONS

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: The pay item is included for use when conflicts are encountered:

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

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

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

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- 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.

23. 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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27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

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.

35. 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.

36. 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

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

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

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**".

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.

SPECIAL PROVISIONS

- 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.

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

SPECIAL PROVISIONS

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 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>.

54. BRIDGE LOAD RATING REQUIREMENTS: 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>. Among these requirements are the following:

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.

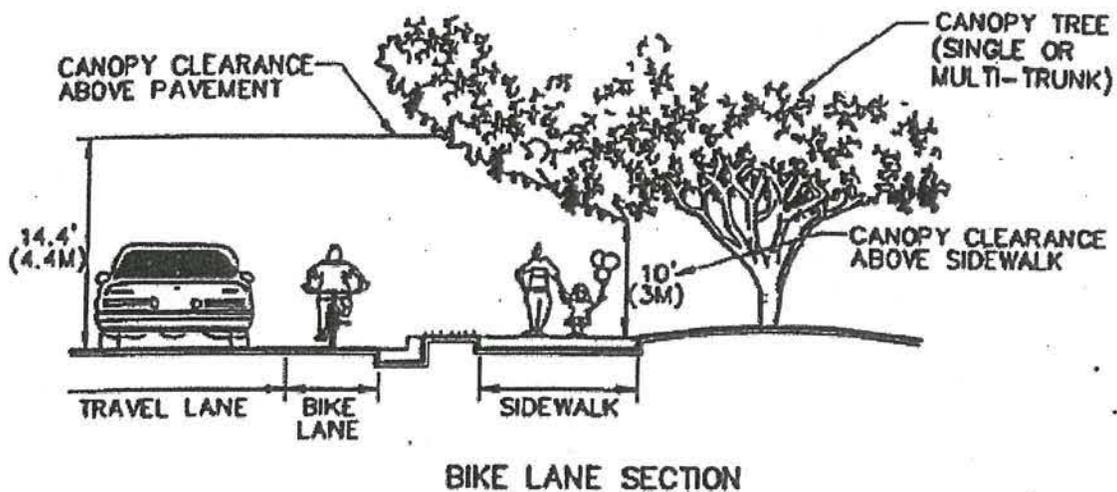
Notary Public Signature and Seal

Notary Name Printed

Notary Commission Number

SPECIAL PROVISIONS

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 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

RESPONSE TO CONTRACTOR RFI'S:

April 29, 2019 9:10 a.m.
Hinterland Group
emeng@hinterlandgroup.com

QUESTIONS AND OR COMMENTS:

1. Please provide the annual expenditure as well as historical pricing for the project.

RESPONSES:

1. This is a new annual contract. There are no historical pricing available for this annual contract. Annual expenditure expected under this contract is unknown at this time. Work will be issued as work orders on an as-needed basis.

May 14, 2019 4:01 p.m.
Florida Blacktop, Inc.
reception@flordiablacktop.com

QUESTIONS AND OR COMMENTS:

1. Is it possible to send 3 or 4 random work orders from the previous job?

RESPONSES:

1. See response to Hinterland Group question above.

RESPONSE TO CONTRACTOR QUESTIONS NOT ANSWERED AT PRE-BID MEETING:

QUESTIONS AND OR COMMENTS:

1. How many contractors will be awarded this contract?
2. If more than one contractor is awarded this contract, how will work orders be distributed among the contractors? Will it be a rotational basis, or based on the lowest price for each work order?
3. Will there be any emergency response expected under this contract, and if so how will it be paid?
4. Can the contract be broken into geographic areas to allow the contractor to bid according to travel required?
5. If ADA ramps and mats are required as part of sidewalk work how will it be paid?

TECHNICAL SPECIAL PROVISIONS

OVERVIEW

The purpose and intent of this bid is to establish an Annual Pathway and Minor Construction Contract to include maintenance of traffic, hauling and disposal and all equipment, material, labor, etc., as needed to complete Work Orders for construction of bid items.

Work Orders are likely to include construction and/or resurfacing of pathways, construction of parking areas, speed humps, traffic separators, miscellaneous concrete works (inlets, manholes, curbing, etc.) and other minor construction projects required by various County Departments on an as needed basis.

All work will be done according to the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, 2013 edition, as amended herein by Palm Beach County, as well as all other applicable FDOT, County and contract standards.

The Contractor should fully understand that the Board of County Commissioners does not, hereunder, contract to do any specific amount of work during the contract period.

The locations for the construction projects on which the material will be used will vary, and may be at any point within the boundaries of Palm Beach County. The Contractor will not be expected to operate his equipment or personnel beyond the limits of Palm Beach County under this contract.

The Contractor is advised that all non-contiguous work sites within the same park, subdivision and/or intersection, where individual work locations are separated by no more than 1000', or as directed by the Engineer, shall be considered one job-site. User Divisions/Departments are responsible for issuing a single work order for projects meeting the above conditions and the Contractor shall honor unit prices based upon the total work required.

DEFINITIONS

WEST DISTRICT: All areas of Palm Beach County west of 20 Mile Bend (Belle Glade)

EAST DISTRICT: All areas of Palm Beach County east of 20 Mile Bend

INSPECTIONS

The Director of the Road & Bridge Division, from time to time, may appoint representatives to inspect equipment used under this contract, observe personnel employed, and the general performance of the Contract. The representatives will not be authorized to revoke, alter, enlarge or relax the conditions of these specifications, approve or accept any portion of the completed work, issue instructions contrary to authority, reject defective equipment, report on inept personnel, nor suspend any work.

TECHNICAL SPECIAL PROVISIONS

3. Prime Material

The base shall be primed with material meeting the requirements of Section 300, FDOT specifications, and as amended herein by Palm Beach County. Prime material shall be applied to the base at the rate of 0.15 gallons per square yard.

4. Excavation and Embankment

Excavation and/or Embankment averaging 0.3 feet or more over a contiguous area exceeding 350 square yards, shall be calculated as to its cubic yard volume and paid at the bid price for Excavation or Embankment.

Payment for Excavation and or Embankment, based on the above criteria, is for any section under the asphalt or concrete construction, as measured from the bottom of the base material.

5. Asphalt

Prior to the laying of the asphaltic mixture, the base shall be cleaned of all loose and deleterious material to the satisfaction of the Engineer.

The design mix formula and mix stability for Asphaltic Concrete Surface Courses and Asphaltic Concrete Friction Courses delivered under this Contract shall conform to the General Provisions herein.

All bids for materials covered by the Proposal are to include required liquid bituminous materials and tack coats. No additional payment will be made for the liquid bituminous materials in the prime and tack coats.

The asphalt shall be placed to the width and depth as indicated on the typical section for the specific project or the attached typical. The asphalt shall be compacted and finished with neat edges, true to line and grade.

Included in the cost of the asphalt used for overlays is an application of approved herbicide to all vegetation within the area to be overlaid 3 to 7 days prior to the placement of the asphalt.

SECTION II - METHOD OF MEASUREMENT

The Method of Measurement for the various items associated with the project shall be in accordance with the units indicated in the proposal.

BASIS OF PAYMENT

Payment will be made in accordance with the unit prices bid in the proposal. If the project is in excess of 2,500 linear feet in length the Contractor may request payment for portions of the pathway that have been constructed and found to be acceptable by the County. Requests will only be considered on a monthly basis.

Pathway resurfacing, requiring tonnage asphalt, will be paid for by invoice tickets from the asphalt supplier received by the County representative at the job site.

TECHNICAL SPECIAL PROVISIONS

SECTION II

The intent of this section is to provide for the repair, rebuilding, modification and/or placement of new Curb Inlets, Closed Flume Inlets, Ditch Bottom Inlets, Shoulder Gutter Inlets and adjuncts thereto.

The work specified shall be according to Section 425 of the Florida DOT Standard Specifications for Road & Bridge Construction, dated 2013, and as amended herein by Palm Beach County, except that the work shall consist of complete removal of all damaged concrete and reinforcing steel in an existing structure, including tops, throat and curb areas, etc., and reconstructing the facility and adjuncts in place or by precasting and proper placement, all per FDOT Design Standards and Standard Specifications, dated 2013, and as amended herein by Palm Beach County.

Contractor shall furnish, install and maintain proper signs, barricades and barriers at no cost to the County. However, this will in no way absolve the Contractor from his legal responsibilities as stated herein.

Measurement and payment shall be per the contract unit price bid for each type of facility repaired and is to include all labor, equipment and material necessary to satisfactorily complete the work.

SPEED HUMP CONSTRUCTION

The following specifications apply to the construction of speed humps in accordance with Palm Beach County Standards:

1. Each end of the speed hump will be keyed in to a minimum of 2" deep and 4' wide.
2. Base material shall be any acceptable material normally used in road base construction and as approved by Road and Bridge.
3. Speed humps shall be surfaced with a minimum of 1" asphalt Type SI or SIII.
4. Price per square yard includes all materials, labor, equipment and incidentals necessary to construct speed humps.

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 steel guardrail post, the contractor shall utilize Pedestrian Safety Treatments as shown in FDOT INDEX 400.

STAMPED COLORED CONCRETE (5" THICK)

Attention is directed to the pay item for "Stamped Colored Concrete (5" Thick)", S.Y. This item may be constructed in lieu of concrete traffic separators, as directed by the Engineer. Stamped Colored Concrete consists of cast-in-place concrete (5" Thick) between Type "F" Curb and Gutter,

TECHNICAL SPECIAL PROVISIONS

requirement shall be incidental to the pay item "Concrete Gravity Wall, C.Y."

A-2000 POLYVINYL CHLORIDE (PVC) PIPE (12 TO 48 INCHES)*

A-2000 PVC pipe has been reviewed and found acceptable for use on Palm Beach County roadway construction projects. Installation shall be in accordance with manufacturer's recommendations, FDOT Standard Specification 125 (Excavation for Structures and Pipe), 430 (Pipe Culverts and Storm Sewers) and 948 (Miscellaneous Type of Pipe), and as amended herein by Palm Beach County.

* When the pipe type is not specified in the pay items (Proposal pages) the Contractor shall notify the Engineer, in writing, and receive written approval prior to implementation.

STEEL BOLLARD

1. Steel Bollards shall be 6" diameter, Schedule 40 black steel pipe, completely filled with concrete.
2. Steel Bollards shall be a minimum 60" long, placed with a minimum of 36" above finished grade elevation and not less than 24" set below finished grade.
3. Steel Bollards shall be installed in a concrete foundation 24" x 24" X 24".
4. Steel Bollards shall be painted with two coats traffic yellow paint or covered with an appropriately sized, yellow, HDPE sleeve securely fastened to the bollard pipe.
5. Steel Bollards shall be paid per unit price bid for each bollard installed and accepted.

REMOVABLE BOLLARD

Removable Bollard System

1. Removable Bollard system shall consist of a painted, steel bollard post and a permanently set, galvanized steel ground sleeve with flush-closing, stainless steel lid and locking mechanism capable of securing the bollard post.
2. Removable Bollards shall be a minimum 6.62" O.D. mounted with a minimum of 36" above finished grade elevation.
3. Removable Bollard ground sleeves shall be installed in a concrete foundation as specified below.
4. Removable Bollards shall be Model RPL6, Round Post Lock Bollard system, manufactured by TrafficGuard Direct, Inc., P.O. Box 201, Geneva, IL 60134, or accepted equal.

TECHNICAL SPECIAL PROVISIONS

5370, Atlanta, GA 30339, or County approved equivalent. This approval shall be at the sole discretion of the County.

Contractor will be provided signed and sealed plans, prepared by a Professional Engineer licensed in the State of Florida, containing detailed design information for construction. Design plans will be prepared using Timberguard™ to illustrate an acceptable product for the intended use.

Unless otherwise noted, 10" Treated Timberguard™ Wood Piles shall extend as far below the firm ground surface as pilings are exposed above the ground surface, except minimum piling penetration shall be 4' into ground and maximum piling penetration shall be 10' into ground. All nuts, bolts, and washers shall be hot dipped galvanized.

10" Treated Timberguard™ Wood Piles shall be measured and paid per linear foot furnished, installed and accepted by the County. Unit price shall include, but is not limited to, all labor, equipment and materials, fasteners and cutting, and shall include a maximum of 10% waste over and above installed material measured in the field.

TEMPORARY OR PERMANENT STEEL SHEET PILING

The intent of this section is to provide for the repair, reconstruction and/or initial placement of Temporary or Permanent Steel Sheet Piling.

Piling material shall be PZ27 or equal.

All materials, labor and completed work shall be in accordance with Section 455 of the Florida DOT Standard Specifications for Structures Foundations and the design documents referenced herein.

Temporary or Permanent Sheet Piling shall be measured and paid per square foot of piling actually installed and accepted by the County, including, but not limited to, all labor, equipment and materials, cutting, splicing, dynamic and static testing, adjustments resulting from testing, removal of temporary piling and restoration of the area.

DOUBLE RAIL WOOD FENCE

Double Rail Wood Fence Construction

1. Post: Wooden fence posts shall be #2 (or better) grade southern yellow pine lumber, pressure treated to a minimum of 0.60 LBS chemical per cubic foot.

Each post shall consist of two (2) 3" x 6" x 6', S 3 S boards notched and nailed together with ten (10) #20 hot dipped galvanized nails. Nail location should be staggered from side to side.

Posts shall have a 45° canted top. Refer to Double Rail Wood Fence Details for dimensions.

TECHNICAL SPECIAL PROVISIONS

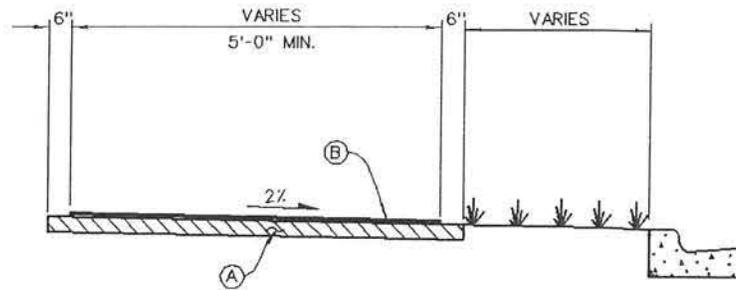
(Tabebuia serratifolia). Ipe shall have a Fire-Spread Index of Class "A". All material shall be approved by County prior to installation.

Ipe clear solid wood decking shall be fastened, crown side up, with #8 x 3" stainless steel "grabber" deck screws (with square recess drives), or equal approved by County, two per stringer (joist) location. Decking shall be pre-drilled for a flush screw set. Spacing between deck boards shall be the width of a 20d nail with a tolerance of 1/16" (+/-).

Ipe Boardwalk Decking and Top Rail shall be measured and paid per linear foot furnished, installed and accepted by the County. Unit price installed shall include all labor, equipment and materials, fasteners, and cutting; and shall include a maximum of 10% waste over and above installed material measured in the field.

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TECHNICAL SPECIAL PROVISIONS

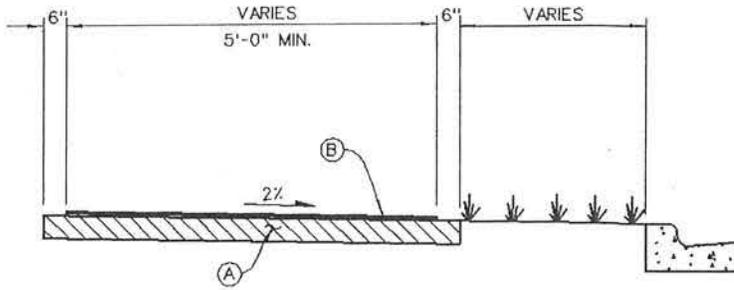


- (A) 4" BASE
- (B) 1/4" TYPE S-III ASPHALT SURFACE

NOTE: FOR THOSE AREAS WHERE CURBING DOES NOT EXIST, THE PATHWAY IS TO BE CONSTRUCTED TO MEET CLEAR ZONE REQUIREMENTS AS STATED IN TABLE 3-12 OF THE F.D.O.T. MANUAL OF UNIFORM MINIMUM STANDARDS FOR DESIGN, CONSTRUCTION AND MAINTENANCE FOR STREETS AND HIGHWAYS (COMMONLY KNOWN AS THE "FLORIDA GREENBOOK"), LATEST EDITION.

PALM BEACH COUNTY DEPARTMENT OF ENGINEERING & PUBLIC WORKS ENGINEERING SERVICES DIVISION				PALM BEACH COUNTY STANDARDS COUNTY JURISDICTION EAST OF 20 MILE BEND		DRAWING NO. ACD-2
DRAWN BY:	DATE:	REVISED BY:	DATE:	APPROVED:	EFFECTIVE:	
K.V.	06/04/03					
CHECKED BY:	DATE:			COUNTY ENGINEER	DATE	
M.A.S.	06/04/03					

TECHNICAL SPECIAL PROVISIONS

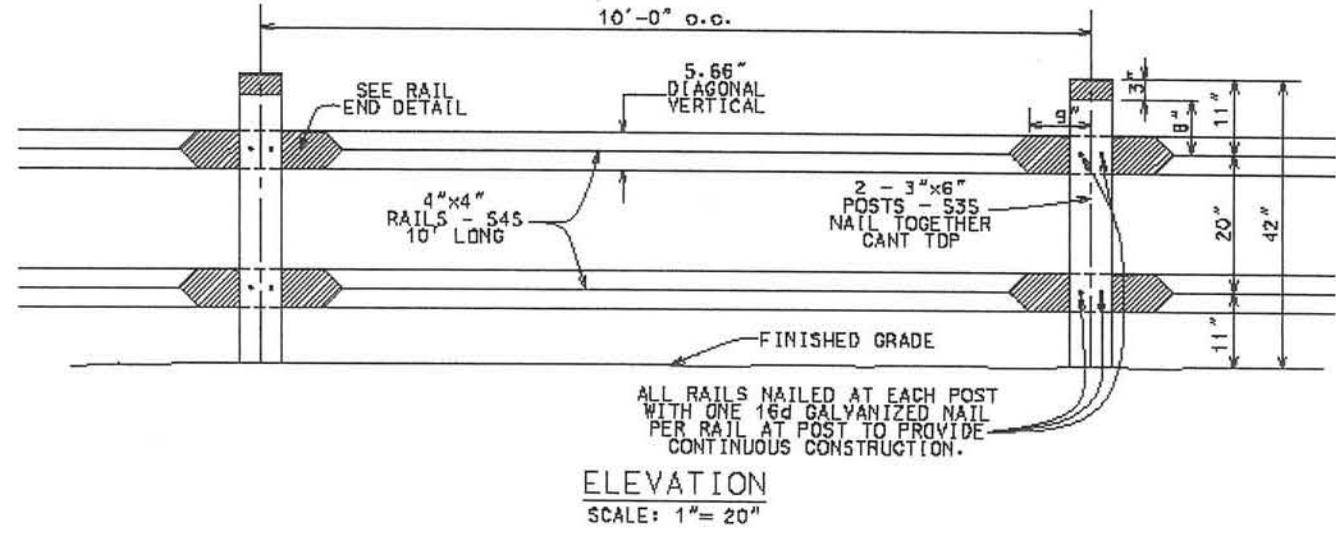
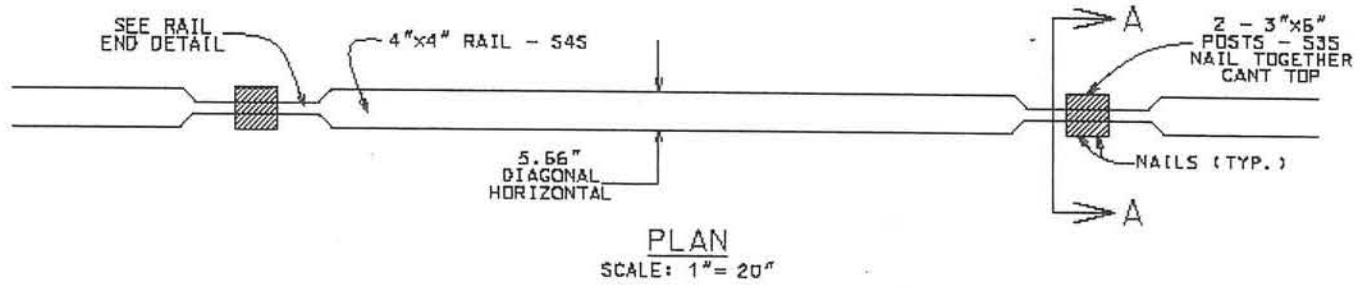


- (A) 6" BASE
- (B) 1/4" TYPE S-1 ASPHALT SURFACE

NOTE: FOR THOSE AREAS WHERE CURBING DOES NOT EXIST, THE PATHWAY IS TO BE CONSTRUCTED TO MEET CLEAR ZONE REQUIREMENTS AS STATED IN TABLE 3-12 OF THE F.D.O.T. MANUAL OF UNIFORM MINIMUM STANDARDS FOR DESIGN, CONSTRUCTION AND MAINTENANCE FOR STREETS AND HIGHWAYS (COMMONLY KNOWN AS THE "FLORIDA GREENBOOK"), LATEST EDITION.

PALM BEACH COUNTY DEPARTMENT OF ENGINEERING & PUBLIC WORKS ENGINEERING SERVICES DIVISION				PALM BEACH COUNTY STANDARDS <u>STATE JURISDICTION</u>		DRAWING NO. ACD-4
DRAWN BY:	DATE:	REVISED BY:	DATE:	APPROVED:	EFFECTIVE:	
K.V.	06/04/03			_____ COUNTY ENGINEER	_____ DATE	
CHECKED BY:	DATE:					
M.A.S.	06/04/03					

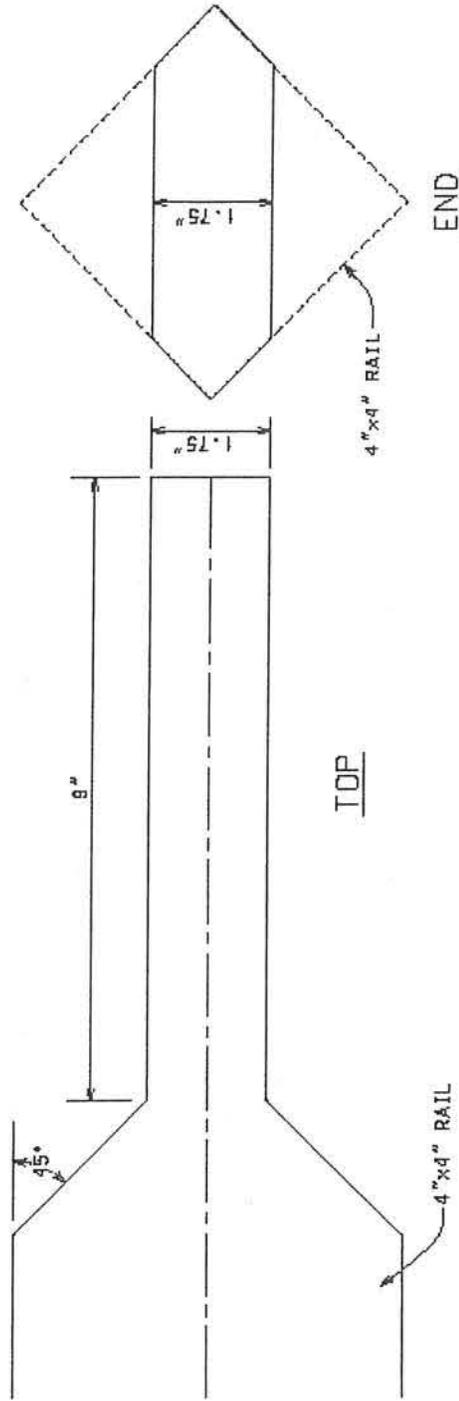
TSP-17



TECHNICAL SPECIAL PROVISIONS

DOUBLE RAIL WOOD FENCE

TECHNICAL SPECIAL PROVISIONS



RAIL END DETAIL
SCALE: 1" = 2"

TSP-19

TECHNICAL SPECIAL PROVISIONS

Table 2 Physical Properties

Sealer Concentrate

<i>Characteristics</i>	<i>Test Specifications</i>	<i>Sealer Concentrate</i>
Solids by Volume (%)	ASTM D-5201	24 +/-2
Solids by Weight (%)	ASTM D-1353	27 +/-2
Density (lbs./gal)	ASTM D-1475	8.59
Spec. Gravity	ASTM D-1475	1.03
Sheen (85°)	ASTM D-523	> 75 @ 85°
VOC Coating	ASTM D-3980	> 200
Flash Point	ASTM D-3278	> 200°F (93°C)

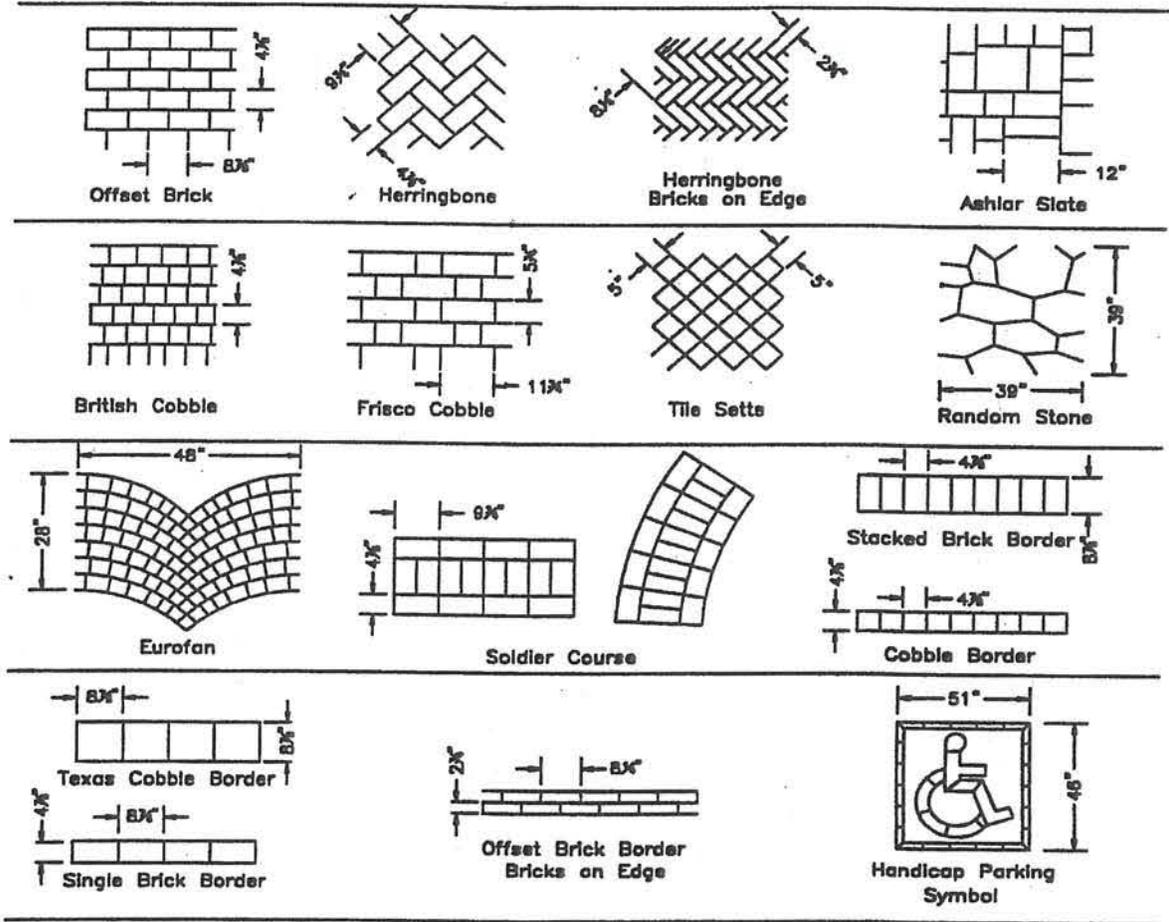
Table 3 Performance Properties:

Surfacing System

<i>Characteristics</i>	<i>Test Specifications</i>	<i>Min. Criteria Standard Formula</i>	<i>Min. Criteria Traffic Formula</i>
Tensile Strength (PSI)	ASTM D-412	>650 PSI	>650 PSI
Flexibility Mandrel (High)	ASTM D-1737	Pass 1" @ 70°F	Pass 1" @ 70°F
Flexibility Mandrel (Low)	ASTM D-1737	Pass 2" @ 0°F	Pass 2" @ 0°F
Dry Time (to re-coat)	ASTM D-711	20 Mins. - 4 Hrs.	20 Mins. - 4 Hrs.
Dry Time (for traffic) 75°F/30%RH	N/A	≅ 80% strength @ 6-8Hrs.	≅ 80% strength @ 6-8Hrs.
Taber Abrasion (H-10)	ASTM D-4060	< .18 g/1000 cycles	< .18 g/1000 cycles
Adhesion (PLI) To an Asphalt substrate	ASTM D-4640	Cohesive failure of asphalt prior to adhesive failure	Cohesive failure of asphalt prior to adhesive failure
QUV E	ASTM G-53	300 hours 2.35 CIE units	300 hours 2.35 CIE units
Hydrophobicity (3days)	ASTM D-570	< 12% wt. gain	< 12% wt. gain
Shore Hardness	ASTM D-2240	80 D	80 D
Temperature Limits for Service	Dry, cured material	-30°F to 160°F	-30°F to 160°F
Surface Build	N/A	10 - 15 mils. (1 application)	20 - 25 mils. (2 applications)



PATTERNS...



INTEGRATED PAVING CONCEPTS INC.

936 Peace Portal Drive, P.O. Box 8014-48, Blaine, WA 98230-4009 USA
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**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

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

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.

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

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 Small Paving and Minor Construction 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

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 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

GENERAL PROVISIONS

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:

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

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

5-12.1.1 Additional or Unforeseen Work

Additional or unforeseen Work of the type already provided by the Contract for which there is a Contract price will be paid for at such Contract price.

Additional or unforeseen Work having no quantity or price provided in the Contract will be paid at a negotiated price in accordance with 4-3 and 4-4.

When the price for additional or unforeseen Work or claims for compensation cannot be mutually agreed upon, such costs shall be recorded on a force account basis. The Contractor shall furnish to the Engineer itemized daily reports of the costs of all force account work which must be mutually agreed upon. The reports shall be summarized and furnished each week and shall include certified copies of the weekly payroll and original receipted bills for the Materials used and the freight charges paid on same. The bills shall show credits for any discounts offered by suppliers and only the net amount of the bill shall be charged to the force account work. Where Materials used are not specifically purchased for use on additional or unforeseen Work but are taken from the Contractor's stock, the Contractor shall submit a certification of the quantity, price and freight on such Materials in lieu of original bills and invoices.

From the daily and weekly reports received from the Contractor, the Engineer will prepare on regulation forms, itemized statements containing the following detailed information:

- Name, class, dates, number of hours worked each day, total hours computed to nearest half hour, rate and extension for each worker and foreman engaged in said Work.
- Designation, number of hours computed to nearest half hour worked each day, total hours, rental rate, and extension for each unit of Equipment engaged.
- Quantities of Materials, prices, and extensions.
- Freight on Materials.

5-12.1.2 Payments to Contractor

1. For all labor and foremen engaged in the specific Work, the Contractor will be paid the actual rate of wages and the number of hours paid for said labor and foremen in accordance with approved labor agreements, computed to nearest half hour, plus 20 percent (20%) of this sum. General Foremen will be classified as Superintendents and their compensation will not be included in the payment provided herein.

GENERAL PROVISIONS

to other Work, then only the lesser cost of transportation will be paid. The movement to and from the specified force account operation will be as directed by the Engineer.

- (a) The necessary and required Equipment will be inspected by and start its rental time on the project in good condition. All Equipment must be in good operating condition to qualify for rental payment. For Equipment which must be brought to the site of the force account work from a source other than another location on the project, rental time shall begin when the unit arrives and it is first used on the force account work. For Equipment which is already on the project, rental time shall begin when it is first used on the force account work. The rental rate for the Foreman's Transportation unit will be based on the Blue Book for Construction Equipment, published by Dataquest (version current at time of Work).

Upon completion of the need for Equipment, rental time shall cease unless the Engineer has directed, on the basis of a previously agreed schedule, that it be kept at the site of the force account work for economic performance of future force account work.

- (b) When force account work or any Extra Work is accomplished by an approved subcontractor, the Contractor shall receive, as compensation for administration costs, an amount equal to a maximum of ten percent of the total amount paid for subcontracted Work.

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:

GENERAL PROVISIONS

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

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

GENERAL PROVISIONS

to the Department Certificate(s) of insurance evidencing that such policies are in full force and effect, not later than fourteen (14) Calendar Days of the date of the letter of Intent to Award, but in any event, prior to execution of the Contract by the Department and prior to commencement of Work. Such certificate(s) shall adhere in every respect to the conditions set forth herein.

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

7-13.1.1 Commercial General Liability Insurance

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

7-13.1.2 Business Automobile Liability Insurance

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

GENERAL PROVISIONS

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

7-13.3 Satisfying Limits Under an Umbrella Policy

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

7-13.4 Additional Insured

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

GENERAL PROVISIONS

officers, agents and employees as Additional Insured for all required insurance coverages, except Workers' Compensation and Business Auto Liability.

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

Palm Beach County Board of County Commissioners
c/o JDi Data Corporation
100 W Cypress Creek Rd, Suite 1052
Ft. Lauderdale, FL 33309 Palm Beach County

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

7-13.5.5 Deductibles, Coinsurance Penalties, & 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.

GENERAL PROVISIONS

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

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.

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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.

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The API will be available on the Construction Office website before the 15th 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.

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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

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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.

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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.

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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.

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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).

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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.

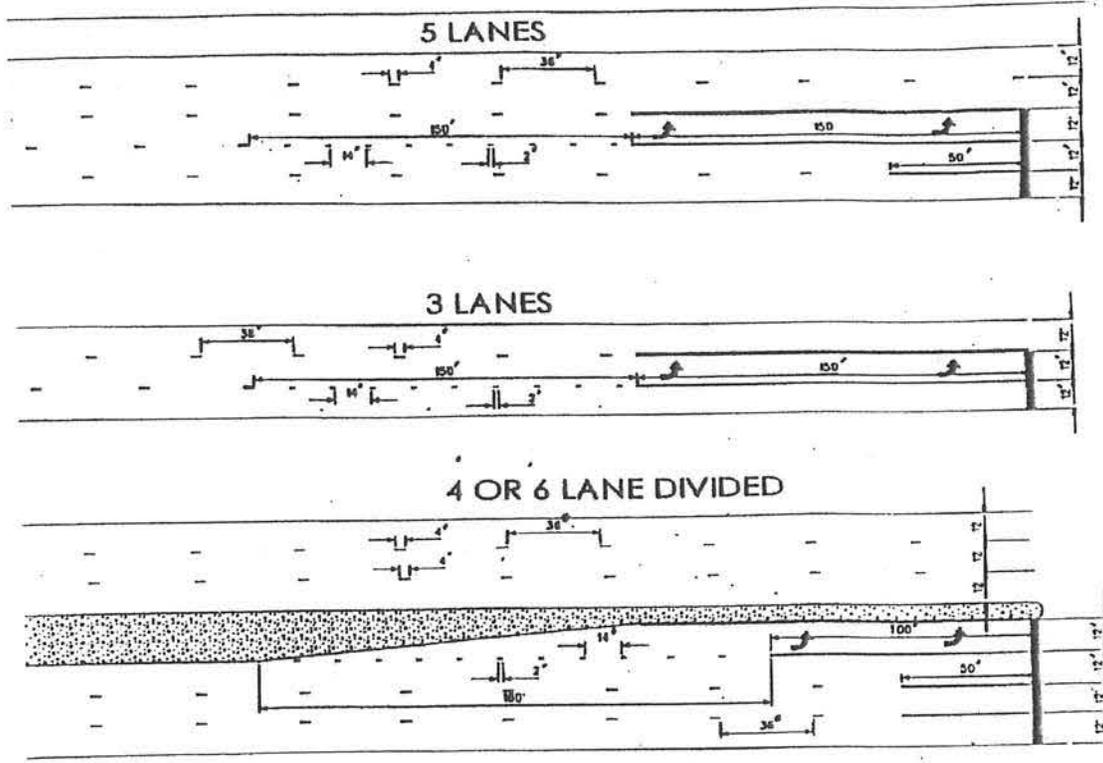
Item No. 102- 99-1 Changeable (Variable) Message Sign (Non-MOT) - per each per day.

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.

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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.

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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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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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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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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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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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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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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:

Table 330AA-3	
Payment Schedule for Density	
<u>Percent of Control Strip Density*</u>	<u>Percent of Payment</u>
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-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-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 so 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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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.

Table 331-1								
Percent By Weight Total Aggregate Passing Sieves*								
Type	3/4	1/2	3/8	No.4	No. 10	No. 40	No. 80	No. 200
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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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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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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331-4.4.3 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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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
Asphalt Cement Content (Extraction)						
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
Asphalt Cement Content (Printout)						
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
No. 4 Sieve **						
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
No. 10 Sieve **						
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
No. 40 Sieve **						
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
No. 200 Sieve **						
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

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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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combined with other layers (as applicable) will equal the plan spread rate or thickness. When the total pavement thickness is specified as plan thickness, the plan thickness and individual layer thickness will be converted to spread rate using the following equation:

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

Where: t = Thickness (in.) (Plan thickness or individual layer thickness)
 G_{mm} = Maximum specific gravity from the mix design

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

334-1.5.1 Layer Thicknesses

Unless otherwise called for in the Contract Documents, the allowable layer thicknesses for asphalt mixtures are as follows:

Type SP-9.5, FC-9.5	3/4 to 1-1/2 inches
Type SP-12.5, FC-12.5	1-1/2 to 2-1/2 inches

334-1.5.2 Additional Requirements

The following requirements also apply to asphalt mixtures:

1. When construction includes the paving of adjacent shoulders (less than or equal to 5 feet wide), the layer thickness for the upper pavement layer and shoulder shall be the same and paved in a single pass, unless otherwise called for in the Contract Documents.
2. For overbuild layers, use the minimum and maximum layer thicknesses as above unless called for differently in the Contract Documents. On variable thickness overbuild layers, the minimum allowable thickness may be reduced by 1/2 inch, and the maximum allowable thickness will be as specified below, unless called for differently in the Contract Documents.

Type SP-9.5	3/8 to 2 inches
Type SP-12.5	1/2 to 3 inches

3. Variable thickness overbuild layers may be tapered to zero thickness provided the Contract Documents require a minimum of 1-1/2 inches of mix placed over the variable thickness overbuild layer.

334-1.6 Weight of Mixture

The weight of the mixture shall be determined as provided in 320-3.2 of the FDOT Specifications.

334-2 Materials

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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.

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In lieu of moisture susceptibility testing, add a liquid anti-stripping agent from the FDOT's APL. Add 0.5% liquid anti-stripping agent by weight of asphalt binder.

334-3.2.6 Additional Information

In addition to the requirements listed above, provide the following information on each mix design:

1. The design traffic level and the design number of gyrations (N_{design}).
2. The source and description of the Materials to be used.
3. The FDOT source number and the FDOT product code of the aggregate components furnished from an FDOT approved source (if required).
4. The gradation and proportions of the raw Materials as intended to be combined in the paving mixture. The gradation of the component Materials shall be representative of the material at the time of use. Compensate for any change in aggregate gradation caused by handling and processing as necessary.
5. A single percentage of the combined mineral aggregate passing each specified. Degradation of the aggregate due to processing (particularly material passing the No. 200 sieve) should be accounted for and identified.
6. The bulk specific gravity (G_{sb}) value for each individual aggregate and RAP component.
7. A single percentage of asphalt binder by weight of total mix intended to be incorporated in the completed mixture, shown to the nearest 0.1%.
8. A target temperature for the mixture at the plant (mixing temperature) and a target temperature for the mixture at the Roadway (compaction temperature). Do not exceed a target temperature of 330°F for PG 76-22 (PMA) and PG 76-22 (ARB) asphalt binders, and 315°F for unmodified asphalt binders.
9. Provide the physical properties achieved at four different asphalt binder contents. One shall be at the optimum asphalt content, and must conform to all specified physical requirements.
10. The name of the mix designer.
11. The ignition oven calibration factor.
12. The warm mix technology, if used.

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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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334-5.6.5 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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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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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.

Characteristic	Tolerance
Asphalt Binder Content (percent)	Target \pm 0.55
Passing No. 8 Sieve (percent)	Target \pm 6.00
Passing No. 200 Sieve (percent)	Target \pm 2.00
Roadway Density (daily average)	Minimum 90.0% of 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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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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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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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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- B. Transplanted trees shall be watered for the balance of the warranty period or for a period of 30 days for non-warranted trees. Watering procedures must adhere to the Specifications designated in ITEM 580 -2.06 and SECTION 585 -SITE MAINTENANCE.
- C. Palm tree transplanting procedures include digging, loading, transporting, re-planting with 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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- 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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580-2.07 Guying and Staking Material

- A. Support stakes, braces, battens, and anchor stake 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.

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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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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

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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

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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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- 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.

GENERAL PROVISIONS

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

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.

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

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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- 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

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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.

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

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.

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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

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

595-3.03 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 $\frac{1}{2}$ " 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 \square 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

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

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.

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 and widening 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.

PER-1



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"

printed on sustainable
 and recycled paper

DATE: July 1, 2019

TO: Holly B. Knight, P. E., Contracts Section Manager
 Department of Engineering / Roadway Production Division

THROUGH: Allen Gray, Manager *A. Gray*

FROM: Angela D. Smith, Small Business Development Specialist II
 Office of Equal Business Opportunity

SUBJECT: Compliance Review on Project No. 2018053 *AS*
 Annual Small Paving & Minor Construction Contract

The following bids have been evaluated according to the provisions set forth for the Affirmative Procurement Initiative (API) for Construction: **20% minimum mandatory SBE participation**, established for the above-mentioned project, which opened on June 4, 2019. The percentages are calculated with the amount less contingency and there is no rounding.

Low Bidder: R&D Paving, LLC
 400 Executive Center Drive, Suite 210
 West Palm Beach, FL 33401
 Phone: (561)588-6681
 Bid Amount: \$889,350.00
SBE Participation: 61%

(WB)R&D Paving, LLC	\$550,000.00	61%
---------------------	--------------	-----

2nd Low Bidder: Hinterland Group, Inc.
 2051 W Blue Heron Blvd.,
 Riviera Beach
 Phone: (561)640-3503
 Bid Amount: \$1,132,350.00
SBE Participation: 20%

(SB) All Paving, Inc.	\$226,470.00	20%
-----------------------	--------------	-----



3rd Low Bidder: Saffold Paving, Inc.
2915 E. Tamarind Avenue
West Palm Beach, FL 33401
Phone: (561)718-9542
Bid Amount: \$1,138,957.00
SBE Participation: 75%

(MB)Saffold Paving, Inc.¹ \$852,957.00 75%

4th Low Bidder: Wynn & Sons Environmental Construction, Inc.
7268 Belvedere Road
West Palm Beach, FL 33411
Phone: (561)797-9452
Bid Amount: \$1,272,975.00
SBE Participation: 94%

(SB)Wynn & Sons Environmental Construction, Inc.² 94%

5th Low Bidder: Florida Blacktop, Inc.
8413 Stagecoach Lane
Boca Raton, FL 33486
Phone: (954)943-9700
Bid Amount: \$1,333,105.49
SBE Participation: 0% (Non-Responsive)

(SB)Wm. D. Adeimy, Jr.³ \$339,400.00 0%

6th Low Bidder: Janice M. Riley, Inc
d/b/a The Paving Lady
1000 W Industrial Ave.
Boynton Beach, FL 33426
Phone: (561)572-2600
Bid Amount: \$1,666,500.00
SBE Participation: 73%

(MB)Janice M. Riley
d/b/a The Paving Lady \$1,216,545.00 73%

1 Saffold Paving, Inc. is not certified to perform some of the item listed on the bid tab. Those items were reduced from the total amount of their bid, pulling their stated 100% participation down to 75%.

2 Wynn & Sons is not certified to perform some of the line items listed on the bid tab. Those items were reduced from the total amount of their bid, pulling their stated 97% participation down to 94%.

3 Florida Blacktop, Inc.'s did not submit a properly executed Schedule 2 or an attached proposal to indicate the scopes of work to be performed. They have been considered non-responsive.



Impact Site Development	\$399,960.00	24%
A. Luis Milling & Services, Inc.	\$49,995.00	3%

EVALUATION:

The 1st low bidder, R & D Paving, LLC has met the API (20% minimum mandatory SBE participation) set for the above-mentioned project.

c: David Behar, Assistant County Attorney

OEBO SCHEDULE 1

LIST OF PROPOSED CONTRACTOR/CONSULTANT AND SUBCONTRACTOR/SUBCONSULTANT PARTICIPATION

Annual Small Paving and
Minor Construction Contract
ORDER: Saffold Paving, Inc.
Saffold
DATE: 06-04-2019

SOLICITATION/PROJECT/BID No.: 2018053
ADDRESS: 2915 E. Tamarind Ave, W.P.B, Bay 3, W.P.B, FL 3340
PHONE NO.: 561-718-9542 E-MAIL: ezra@saffoldpaving.com
DEPARTMENT: Estimating Department

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

(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)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	\$1,138,957.50	---	---	---	---
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	---	---	---	---	---
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	---	---	---	---	---
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	---	---	---	---	---
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	---	---	---	---	---

Total \$1,138,957.50
Total SBE - M/WBE Participation 100%
Signature: [Handwritten Signature] Title: President

This form for a Subcontractor/subconsultant must be supported by price or percentage listed on the properly executed Schedule 2 or attached signed proposal.
Submitted 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
This form is not permitted and will be rejected upon submittal.

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: 2018053
 SOLICITATION/PROJECT NAME: Annual Small Paving and Minor Construction Contract
 Name of Prime: Saffold Paving, Inc.

(Check box(s) that apply)
 SBE WBE MBE M/WBE Non-S/M/WBE Date of Palm Beach County Certification (if applicable): 1-17-17

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

Column 1	Column 2
<input checked="" type="checkbox"/> Male <input type="checkbox"/> Female	<input checked="" type="checkbox"/> African-American/Black <input type="checkbox"/> Asian American <input type="checkbox"/> Caucasian American
	<input type="checkbox"/> Hispanic American <input type="checkbox"/> 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
1	Paving		1 LS		\$1,138,957.50

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: 100%

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 nd /3 rd tier Subcontractor/subconsultant	

Saffold Paving, Inc.
 Print Name of Prime
 By: [Signature]
 Authorized Signature
Ezra Saffold
 Print Name
President
 Title
 Date: 06-04-2019

 Print Name of Subcontractor/subconsultant
 By: _____
 Authorized Signature

 Print Name

 Title
 Date: _____

PRIME CONTRACTOR GOOD FAITH EFFORTS

Name: _____

Project Name: _____

Date Submitted: _____

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

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

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

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				

Date: _____ Phone: _____

Email Address: _____

EBO FORMS

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

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

Section 2: SBE or M/WBE Modification *

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

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

PROPOSAL FORM

Saffold Paving, Inc.
(COMPANY NAME)

2915 E. Tamarind Ave, Bay 3
(COMPANY ADDRESS)

West Palm Beach, FL
(COMPANY CITY & STATE)

33407
(COMPANY ZIP CODE)

CONTACT NAME Ezra Saffold

PHONE NUMBER 561-718-9542

FACSIMILE NUMBER 561-848-1132

EMAIL ADDRESS ezra@saffoldpaving.com

46-4218537
FEDERAL TAX I.D. #

06-04-2019
DATE SUBMITTED

FOR THE CONSTRUCTION OF: ANNUAL SMALL PAVING AND MINOR
CONSTRUCTION CONTRACT
PALM BEACH COUNTY PROJECT NO. 2018053

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 SMALL PAVING & MINOR CONSTRUCTION CONTRACT
PBC PROJECT #2018053

ITEM #	ITEM DESCRIPTION	QTY	UNITS	UNIT PRICE	AMOUNT
BASE BID					
ROADWAY ITEMS					
1	Clearing & Grubbing	25	AC	\$ 55.00	\$1,375.00
2	Remove Existing Asphalt (Full Depth) (See Notes)	5,000	SY	\$ 9.20	\$46,000.00
3	Regular Excavation	2,000	CY	\$ 11.50	\$23,000.00
4	Embankment (Compacted in Place)	500	CY	\$ 11.50	\$5,750.00
5	Finish Existing Rock Base (Incl. Prime Coat)	500	SY	\$ 5.75	\$2,875.00
6	Finish Grading	1,000	SY	\$ 4.60	\$4,600.00
7	4" Base (Incl. Prime Coat)	800	SY	\$ 9.20	\$7,360.00
8	6" Base (Incl. Prime Coat)	1,500	SY	\$ 11.50	\$17,250.00
9	8" Base (Incl. Prime Coat)	1,500	SY	\$ 12.65	\$18,975.00
10	Optional Base Group 4	200	SY	\$ 17.25	\$3,450.00
11	Optional Base Group 7	1,000	SY	\$ 17.25	\$17,250.00
12	Optional Base Group 10	200	SY	\$ 23.00	\$4,600.00
13	Optional Base Group 13	1,000	SY	\$ 28.75	\$28,750.00
14	Mill Existing Asphalt Pavement (1")	5,000	SY	\$ 5.75	\$28,750.00
15	Mill Existing Asphalt, Full Size Milling Machine - 1/2 Day (See Notes)	5	EA	\$ 7,475.00	\$37,375.00
16	Mill Existing Asphalt, Portable Milling Machine (See Notes)	1,000	SY	\$ 11.50	\$11,500.00
17	Superpave Asphaltic Concrete (SP-9.5 Traffic Level C) (0-200 Ton Orders)	1,200	TN	\$ 172.50	\$207,000.00
18	Superpave Asphaltic Concrete (SP-9.5 Traffic Level C) (> 200 Ton Orders)	1,200	TN	\$ 149.50	\$179,400.00
19	Superpave Asphaltic Concrete (SP-12.5 Traffic Level C) (0-200 Ton Orders)	150	TN	\$ 172.50	\$25,875.00
20	Superpave Asphaltic Concrete (SP-12.5 Traffic Level C) (> 200 Ton Orders)	250	TN	\$ 161.00	\$40,250.00
21	Paver Brick	50	SY	\$ 143.75	\$7,187.50
22	Remove Paver Brick	50	SY	\$ 23.00	\$1,150.00
23	Reset Paver Brick	50	SY	\$ 34.50	\$1,725.00
CONCRETE ITEMS					
24	Concrete Curb (Type D) (See Notes)	500	LF	\$ 25.30	\$12,650.00
25	Concrete Curb Type D Removal	100	LF	\$ 11.50	\$1,150.00
26	Concrete Curb & Gutter (Type F)	1,000	LF	\$ 25.30	\$25,300.00
27	Concrete Curb & Gutter Type F Removal	500	LF	\$ 11.50	\$5,750.00
28	Concrete Valley Gutter	300	LF	\$ 28.75	\$8,625.00
29	Concrete Valley Gutter Removal	200	LF	\$ 11.50	\$2,300.00
30	Concrete Flush Header Curb (PBC Standard)	200	LF	\$ 41.40	\$8,280.00
31	Concrete Flush Header Curb Removal	100	LF	\$ 17.25	\$1,725.00
32	Concrete Sidewalk (4" Thick) - Less Than 10 SY	100	SY	\$ 57.50	\$5,750.00
33	Concrete Sidewalk (4" Thick) - 10 Sy to Less than 50 SY	1,000	SY	\$ 57.50	\$57,500.00
34	Concrete Sidewalk (4" Thick) - 50 SY or Greater	1,000	SY	\$ 55.20	\$55,200.00

BID PROPOSAL

ANNUAL SMALL PAVING & MINOR CONSTRUCTION CONTRACT

PBC PROJECT #2018053

ITEM #	ITEM DESCRIPTION	QTY	UNITS	UNIT PRICE	AMOUNT
35	Concrete Sidewalk (6" Thick) (Driveway) - Less Than 8 SY	50	SY	\$ 62.10	\$3,105.00
36	Concrete Sidewalk (6" Thick) (Driveway) - 8 SY To Less Than 35 SY	100	SY	\$ 62.10	\$6,210.00
37	Concrete Sidewalk (6" Thick) (Driveway) - 35 SY Or Greater	500	SY	\$ 62.10	\$31,050.00
38	Concrete Sidewalk (6" Thick) (ADA Curb Cut Ramps)	750	SY	\$ 80.50	\$60,375.00
39	Cast-In-Place and/or Surface Applied Tactile Surface	1,500	SF	\$ 37.95	\$56,925.00
40	4" Concrete Removal	500	SY	\$ 8.05	\$4,025.00
41	6" Concrete Removal	500	SY	\$ 11.50	\$5,750.00

MISCELLANEOUS ITEMS					
42	Seed and Mulch	500	SY	\$ 0.58	\$290.00
43	Sodding (To Match Existing) (See Notes)	2,500	SY	\$ 4.60	\$11,500.00
44	Mail Boxes (Reset)	50	EA	\$ 57.50	\$2,875.00
45	Pull Boxes (Heavy Duty)	10	EA	\$ 1,265.00	\$12,650.00
46	Adjust Valve Box	40	EA	\$ 287.50	\$11,500.00
47	Manhole Adjust	5	EA	\$ 1,725.00	\$8,625.00
48	Valve Box Cover (Replace)	10	EA	\$ 230.00	\$2,300.00
49	Valve Box Cover (Adjust)	10	EA	\$ 115.00	\$1,150.00
50	Relocate Fire Hydrant	2	EA	\$ 7,475.00	\$14,950.00
TOTAL BID AMOUNT					\$1,138,957.50

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

THE ITEMS AND QUANTITIES ABOVE, SHALL GOVERN OVER THE PLANS.

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

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

Clearing and Grubbing Specifications for various processes required under clearing and grubbing item. Also includes cutting and capping irrigation lines.

Concrete Sidewalk Items - These items shall include all materials, labor and equipment.

Concrete Sidewalk (6" Thick) (ADA Curb Cut Ramps) - includes only areas of the ramps and transitions back to level sidewalk.

The cost to construct curb pads shall be included in the unit price for each respective **curb item**.

Excavation includes cutting and capping irrigation lines.

Finish Existing Rock Base - Includes all labor, equipment and baserock material sufficient to level, lightly grade and compact the existing rock base prior to application of prime coat.

Finish Grading - Includes all labor, equipment and materials required for fine grading and shaping of areas disturbed by other operations. Finish Grading does not replace grading and shaping incidental to the items Sodding and Seeding and Mulching.

Milling Existing Asphalt Pavement Items per square yard are based on the indicated depth of milling. In the event that other milling depths are required, the contract price for Mill Existing Asphalt Pavement will be adjusted in (1/2") increments.

Mill Existing Asphalt, Full Size Milling Machine - Includes use of milling machine, broom tractor, and other equipment as required, transportation of equipment to and from the work site, all labor for actual milling and clean-up and satisfactory disposal of milled material. Payment shall be based upon actual time for milling and clean-up. Preparation of areas to be milled, clean-up and disposal of milled material shall be considered incidental to the unit price bid.

Remove Existing Asphalt, and Mill Existing Asphalt items - Include all equipment, labor, etc. for removal and disposal of existing asphalt pavement material. Unit Prices shall be based upon a 1" depth of milling. The contract prices will be adjusted in 1/2" increments for other milling depths.

Sodding - Pay Item shall include all work necessary to install and establish, including watering and fertilizing to sustain an established turf until final acceptance at no additional cost. Item shall also include the filling, leveling and repairing of any washed or eroded areas, as may be necessary.

PROJECT NO. 2018053

TOTAL BID
\$ 1,138,957.50
IN FIGURES

The Contractor acknowledges that Addenda 1 thru 1 have been received and that related costs are reflected in the submitted bid. Contractor has committed to 100 % **SBE participation** 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.

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: Saffold Paving, Inc. Authorized Officer: Ezra Saffold
Address: 2915 E. Tamarind Ave Signature: [Handwritten Signature]
Bay 3, W.P.B., FL 33407 (Print)

CONTRACTOR CERTIFICATION

PALM BEACH COUNTY

ENGINEERING AND PUBLIC WORKS DEPARTMENT

NPDES GENERAL PERMIT FOR STORM WATER DISCHARGES

FROM

ROADWAY CONSTRUCTION SITES

ANNUAL SMALL PAVING AND MINOR CONSTRUCTION CONTRACT

PALM BEACH COUNTY PROJECT NO. 2018053

"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: Saffold Paving, Inc.

By: Ezra Saffold Date: 06-04-19

Name and Title: Ezra Saffold - President

Address or P.O. Box: 2915 E. Tamarind Ave, Bay 3

West Palm Beach FL 33407
City State Zip Code

Telephone: (561) 718-9542
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

Erva Saffold
(Name of Individual)

President, of Saffold Paving, Inc.
(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.

Erva Saffold
Signature

06-04-2019
Date



ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County

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

****LOCATED AT****
 2410 AVENUE H W
 RIVIERA BEACH, FL 33404

Serving you.

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
23-0036 PAVING CONTRACTOR	SAFFOLD PAVING INC	CBC060458	B18.513876 - 08/20/18	\$27.50	B40172736

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

B3 - 38

SAFFOLD PAVING INC
 SAFFOLD PAVING INC
 2915 E TAMARIND AVE
 WEST PALM BEACH, FL 33407

**STATE OF FLORIDA
 PALM BEACH COUNTY
 2018/2019 LOCAL BUSINESS TAX RECEIPT**

**LBTR Number: 2016092008
 EXPIRES: SEPTEMBER 30, 2019**

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 Small Paving and Minor Construction Contract

Contractor Name: Saffold Paving, Inc.

Contact Person: Ezra Saffold

Contractor Address: 2915 E. Tamarind Ave, Bay 3
West Palm Beach, FL 33407

Contractor Phone: (561) 718-9542

Amount of Contract: \$1,000,000

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 1st. (See Palm Beach County Code Section 2-149(b)(2).)

The living wage for October 1, 2018, through September 30, 2019, is \$12.31/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 4th day of June, 20 19.



Ezra Saffold
(Authorized Signature)

(Corporate Seal)

Ezra Saffold - President
(Print Name and Title)

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 \$12.31 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, 2018, through September 30, 2019.

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 \$12.31 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 \$12.31 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 \$12.31 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)

Ezra Saffold-President
(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".

06-04-2019
Date

Saffold Paving, Inc.
Company Name (Print)

Ezra Saffold - President
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.

06-04-2019
Date

Saffold Paving, Inc.
Company Name (Print)

Ezra Saffold - President
Authorized Officer: Name/Title (Print)


Signature

BID BOND

STATE OF FLORIDA)

BOND#BB2440103

) ss.

COUNTY OF PALM BEACH)

KNOW ALL MEN BY THESE PRESENTS: That we, Saffold Paving, Inc. ("Principal"), and UNITED STATES FIRE 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 SMALL PAVING AND MINOR CONSTRUCTION CONTRACT, PROJECT NO. 2018053, 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.

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, Saffold Paving, Inc. as Principal herein, has caused these presents to be signed in its name, by its PRESIDENT and attested by its _____, under its corporate seal, and United States Fire 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 _____

4TH day of JUNE, A.D., 20 19.

ATTEST: Dominic Valentin
(Signature)

Saffold Paving, Inc.
(Seal)

Dominic Valentin
(Print Name)
Office Manager
(Title)

By: Ezra Saffold
(Principal)
EZRA SAFFOLD, PRESIDENT

ATTEST:
Margaret Hall
(Signature)

UNITED STATES FIRE INSURANCE COMPANY
(Seal)

MARGARET HALL
(Print Name)
PRODUCING AGENT
(Title)

By: Gladys Keith
(Surety)
GLADYS KEITH, ATTORNEY-IN-FACT

POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

02440428619

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Gladys Keith, Margaret Hall, Levan Porter Jr., Shantinell Porter

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: **Seven Million, Five Hundred Thousand Dollars (\$7,500,000)**.

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2020.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 25th day of March, 2019.

UNITED STATES FIRE INSURANCE COMPANY



Anthony R. Slimowicz, Executive Vice President

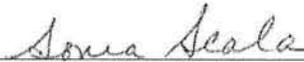


State of New Jersey }
County of Morris }

On this 25th day of March 2019, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

SONIA SCALA
NOTARY PUBLIC STATE OF NEW JERSEY
NO. 2163686

Sonia Scala



(Notary Public)

MY COMMISSION EXPIRES 3/25/2024

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 4 day of Jun 2019

UNITED STATES FIRE INSURANCE COMPANY



Al Wright, Senior Vice President



CERTIFICATE OF RESOLUTION

The undersigned hereby certifies that the following are true and correct statements:

1. That the undersigned is the President (insert title) of Saffold Paving, Inc. (insert business name) a Corporation (insert business organization, i.e. corporation, LLC, LLP), organized and existing in good standing under the laws of the State of Florida ("Firm"), and that the following Resolutions are true and correct Resolutions adopted by the Management (insert form of management) of the Firm on the day of June 04, 20 19, in accordance with the laws of the State of Florida (where Firm is organized) of the Firm, and Corporate Bylaws (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 1, the President 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 4th day of June, 20 19.

Ezra Saffold
Signature
(SEAL) Ezra Saffold - President
Print Name and Title

SWORN TO AND SUBSCRIBED before me this 4th day of June, 2019, by the Ezra Saffold of the aforesaid Firm, who is (circle one:) personally known to me OR who produced _____ as identification and who did take an oath.

Claudine Ellis Elbert
Notary's Signature
Claudine Ellis Elbert
Print Notary's Name



CLAUDINE R ELLIS ELBERT
Commission # GG 178177
Expires January 23, 2022
Bonded Thru Budget Notary Services

NOTARY PUBLIC
State of Florida at Large

My Commission Expires: 01-23-22

CONTRACT

STATE OF FLORIDA)

) ss.

COUNTY OF PALM BEACH)

R2019 1835

This Contract, made this ____ day of DEC 03 2019, 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 Saffold Paving, Inc., 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 SMALL PAVING AND MINOR CONSTRUCTION CONTRACT

PROJECT NO.: 2018053

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 Dollars (\$1,000,000.00), 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 Word 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 Small Paving and Minor Construction Contract, Project No. 2018053 to be executed and sealed the day and year first written above.

ATTEST:

R2019 1835

DEC 03 2019

SHARON R. BOCK,
Clerk & Comptroller

PALM BEACH COUNTY, FLORIDA, a
Political Subdivision of the
State of Florida

BOARD OF COUNTY COMMISSIONERS

By: [Signature]
Deputy Clerk
APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: [Signature]
Dave Kerner, Mayor
APPROVED AS TO TERMS
AND CONDITIONS

[Signature]
(witness signature)

Saffold Paving Inc
(Corporate Name)

Tara Kendall
(witness name printed)

a FL corporation
(insert state of incorporation)

[Signature]
(witness signature)

By: [Signature]
(signature)

Elaine Puzemilo
(witness name printed)

EZRA SAFFOLD
(print signatory's name)

Its President
(print title)

9/15/19
(date)

(Corporate Seal)



PUBLIC CONSTRUCTION BOND

BOND NUMBER: 67844

BOND AMOUNT: \$50,000.00

CONTRACT AMOUNT: \$1,000,000.00
(Here insert a sum equal to the Contract amount on page C-1)

CONTRACTOR'S NAME: Saffold Paving, Inc.

CONTRACTOR'S ADDRESS: 6208 Wilty Street
Metairie, LA 70003

CONTRACTOR'S PHONE: (985) 789-6191

SURETY COMPANY: American Southern Insurance Company

SURETY ADDRESS: 365 Northridge Rd, Ste 400
Atlanta, GA 30350
800-424-0132

SURETY PHONE: _____

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.: 2018053

DESCRIPTION OF WORK: Small paving and minor 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 Oblige, herein called County, for the use and benefit of claimant as herein below defined, in the amount of:

Fifty Thousand & 00/100 Dollars
\$50,000.00

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 _____, 2019, entered into a Contract with the County for:

Project Name: Annual Small Paving and Minor Construction Contract
Project No.: 2018053
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)

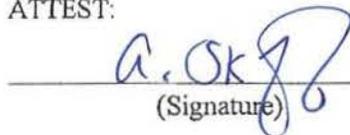
Dan Puzanalo

(Print Name)

Office Manager

(Title)

ATTEST:



(Signature)

Alane Skaff

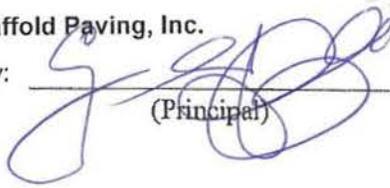
(Print Name)

Witness

(Title)

(Seal)

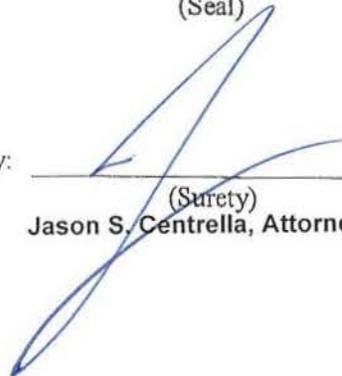
Saffold Paving, Inc.

By: 

(Principal)

American Southern Insurance Company

(Seal)

By: 

(Surety)
Jason S. Centrella, Attorney-in-Fact

PUBLIC CONSTRUCTION BOND

DESCRIPTION OF WORK: Small paving and minor construction

PROJECT LOCATION: Countywide
SURETY COMPANY: American Southern Insurance Company
SURETY ADDRESS: 365 Northridge Rd, Ste 400
Atlanta, GA 30350

SURETY PHONE: 800-424-0132
BOND NUMBER: 67844
BOND AMOUNT: \$50,000.00
CONTRACT AMOUNT: \$1,000,000

As the Surety Company for Saffold Paving, Inc. 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, American Southern 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.

AMERICAN SOUTHERN INSURANCE COMPANY

Home Office: 3715 Northside Parkway, NW
Suite 4-800
Atlanta, Georgia 30327

Mailing Address: P. O. Box 723030
Atlanta, GA 31139-0030

GENERAL POWER OF ATTORNEY

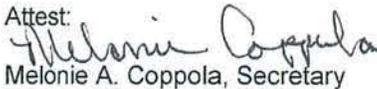
Know all men by these Presents, that the American Southern Insurance Company had made, constituted and appointed, and by these presents does make, constitute and appoint Stefan E. Tauger of Parker, Colorado; Scott E. Stoltzner of Hoover, Alabama; Arthur S. Johnson of Atlanta, Georgia; Andrew C. Heaner of Atlanta, Georgia; Jeffery L. Booth of Blacklick, Ohio; James E. Feldner of West Lake, Ohio; David R. Brett of Columbia, South Carolina; Melanie J. Stokes of Atlanta, Georgia; Jason S. Centrella of Jacksonville, Florida; Michael J. Brown of Cumming, Georgia; Tamara D. Johnson of Atlanta, Georgia; Omar G. Guerra of Overland Park, Kansas; or Douglas B. Miller, Florida, EACH as its true and lawful attorney for it and its name, place and stead to execute on behalf of the said company, as surety, bonds, undertakings and contracts of suretyship to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount of the sum of \$1,000,000 (one million dollars), including but not limited to consents of surety for the release of retained percentages and/or final estimates on construction contracts or similar authority requested by the Department of Transportation, State of Florida; and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of the presents, shall be as binding upon the Company as if they had been duly signed by the President and attested by the Secretary of the Company in their own proper persons.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted pursuant to due authorization by the Executive Committee of the Board of Directors of the American Southern Insurance Company on the 26th day of May, 1998:

RESOLVED, that the Chairman, President or any Vice President of the Company be, and that each or any of them hereby is, authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute in behalf of the American Southern Insurance Company bonds, undertakings and all contracts of suretyship; and that any Secretary or any Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company.

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed and in the future, with respect to any bond undertaking or contract of suretyship to which it is attached.

In Witness Whereof, the American Southern Insurance Company has caused its official seal to be hereto affixed, and these presents to be signed by its President and attested by its Secretary this 22nd day of March 2019.

Attest:

Melonie A. Coppola, Secretary

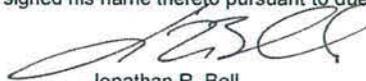


American Southern Insurance Company

Scott G. Thompson, President

STATE OF GEORGIA
SS:
COUNTY OF FULTON

On this 22nd day of March 2019, before me personally came Scott G. Thompson to me known, who being by me duly sworn, did depose and say that he resides in Atlanta, in the County of Fulton, State of Georgia, at 421 Hollydale Court; that he is the President of American Southern Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed and that he signed his name thereto pursuant to due authorization.


Jonathan R. Bell
Notary Public, State of Georgia
Qualified in Cherokee County
Commission Expires March 12, 2021



STATE OF GEORGIA
SS:
COUNTY OF FULTON

I, the undersigned, a Vice President of American Southern Insurance Company, a Kansas Corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and, furthermore, that the Resolution of the Executive Committee of the Board of Directors set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Atlanta, Dated the _____ day of _____, 2019

Jerry A. Underwood
Vice President

Power No. 47026





ALLSTARSM
FINANCIAL GROUP

Discover the Difference.

September 4, 2019

To: Palm Beach County

From: Jason S. Centrella, Georgia Surety Company,
Managing General Agent for American Southern Insurance Company

RE: Project 2018053, Annual Small Paving & Minor Construction

Bond # 67844

To Whom it May Concern:

I authorize the purchasing official for **Palm Beach County** to date the following documents for the captioned bond to match the contract date:

1. Contract date on the bond
2. Bond date on the bond
3. Date on the Power of Attorney

Please return by fax a copy of the dated bond documents to fax # 813-968-8082, or email to our office to askaff@allstarfg.com.



Jason S. Centrella, Attorney-in-Fact
Georgia Surety Company
Managing General Agent for American Southern Insurance Company



SURETY • FIDELITY • INSURANCE

AllstarFinancialGroup.com
11481 Old St Augustine Rd, Ste 104, Jacksonville, FL 32258
T 904.230.1324 * Toll Free 800.639.4958
F 904.230.0921

**OEBO SCHEDULE 3
SUBCONTRACTOR ACTIVITY FORM**

FOR MONTH ENDING _____ PROJECT #: _____

The monthly payment activity for work performed by each Subcontractor on the project and in conformity with the Schedule 2. It also shows approved change orders as they impact all Subcontractors. Schedule 3 is to be submitted with each payment request to Palm Beach County. In the Subcontracting Information section, list the name(s) of each S/M/WBE subcontractor on the project and the total contracted amount for each Subcontractor on the project. As the contractor completes each column under the Subcontractor Information section. If a subcontractor is an S/M/WBE, please check the appropriate box.

SUBCONTRACTING INFORMATION							Subcontractor Category (check all applicable)						
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) (√)

This information is accurate to the best of my knowledge _____ (Signature) _____ (Title)

Additional Sheets May Be Used As Necessary

Firms certified as an SBE and/or an M/WBE. If firms are certified as both an SBE and M/WBE, the dollar amount should be entered 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 _____ Drawn

 Month

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 2nd/3rd 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

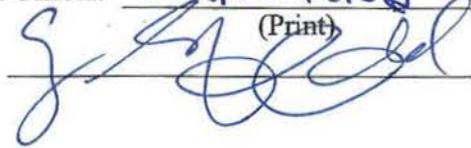
PALM BEACH COUNTY ENGINEERING AND PUBLIC WORKS DEPARTMENT

ROADWAY CONSTRUCTION SITES
ANNUAL SMALL PAVING AND MINOR CONSTRUCTION CONTRACT
PALM BEACH COUNTY PROJECT NO. 2018053

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

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: Saffold Paving Inc Authorized Officer: Eric Saffold
 Address: 2915 E Tamiami Rd Signature: 
West Palm Beach, FL
33407
 (Print)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/24/2019

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).

PRODUCER ARDEN INSURANCE ASSOCIATES 525 W. LANTANA RD. LANTANA, FL 33462-1625 KENN NORBERG		561-582-4101	CONTACT NAME: KENN NORBERG PHONE (A/C, No, Ext): 561-582-4101		FAX (A/C, No): 561-586-8061
INSURED SAFFOLD PAVING, INC. 2915 E. TAMARIND AVE WEST PALM BEACH, FL 33407		E-MAIL ADDRESS: knorberg@ardeninsurance.com			INSURER(S) AFFORDING COVERAGE
					NAIC #
		INSURER A : NATIONAL BUILDERS INS. CO			16632
		INSURER B : AMERICAN BUILDERS INS. CO.			11240
		INSURER C : KINSALE INSURANCE CO			
		INSURER D : ASCENDANT COMMERCIAL INS.			
		INSURER E :			
		INSURER F :			

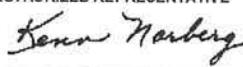
COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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"/> COMMERCIAL GENERAL LIABILITY	X		GLP-0257243-02 PRIMARY/NON-CONTRIBUTORY BLK CG2037/CG2010	01/27/2019	01/27/2020	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input checked="" type="checkbox"/> BLKT ADDL INSURED						MED EXP (Any one person) \$ 50,000
	<input checked="" type="checkbox"/> BLKT WAIVER						PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:							GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
D	AUTOMOBILE LIABILITY			ALAU998167	08/26/2019	08/26/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY	<input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>					PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR		0100082627-0	03/08/2019	03/08/2020	EACH OCCURRENCE \$ 5,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 5,000,000
	DED <input checked="" type="checkbox"/>	RETENTION \$ 10,000					
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WCV012112908 BLANKET WAIVER INCL	07/02/2019	07/02/2020	PER STATUTE <input checked="" type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						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 ANGE AGENTS FOR GENERAL AND AUTOMOBILE LIABILITY. ALSO, ANY ENTITY WITHIN THE RIGHT-OF-WAY SHALL BE INDIVIDUALLY LISTED AND CALLED OUT AS ADDITIONAL INSURED.

CERTIFICATE HOLDER PALMB28 PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS ENGINEERING & PUBLIC WORKS 2300 N JOG RD, 3RD FL, W WING WEST PALM BEACH, FL 33411-2745	CANCELLATION 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 
--	--

NOTEPAD

INSURED'S NAME

ALLSI-1
OP ID: LGPAGE 2
Date 10/24/2019

CERTIFICATE HOLDER, ALL PARTIES IDENTIFIED IN THE PRIME CONTRACT AS ALSO BEING NAMED AS ADDITIONAL INSURED AND ASSOCIATED, AFFILIATED OR SUBSIDIARY COMPANIES AS TO ANY SUCH ENTITIES ARE NAMED AS ADDITIONAL INSURED ON THE GENERAL LIABILITY WITH RESPECT TO LIABILITY ARISING OUT OF WORK PERFORMED UNDER THE CONTRACT. THE GENERAL LIABILITY HAS BEEN ENDORSED TO BE PRIMARY AND NON-CONTRIBUTORY. THE CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED ON THE COMMERCIAL AUTO POLICY. CERTIFICATE HOLDER WILL BE PROVIDED A WAIVER OF SUBROGATION WITH RESPECT TO GENERAL LIABILITY AND WORKERS COMPENSATION. 30 DAYS NOTICE OF CANCELLATION EXCEPT 10 DAYS FOR NON-PAYMENT. THE CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED ON THE UMBRELLA POLICY.

CERTIFICATE HOLDER, ALL PARTIES IDENTIFIED IN THE PRIME CONTRACT AS ALSO BEING NAMED AS ADDITIONAL INSURED AND ASSOCIATED, AFFILIATED OR SUBSIDIARY COMPANIES AS TO ANY SUCH ENTITIES ARE NAMED AS ADDITIONAL INSURED ON THE GENERAL LIABILITY WITH RESPECT TO LIABILITY ARISING OUT OF WORK PERFORMED UNDER THE CONTRACT. THE GENERAL LIABILITY HAS BEEN ENDORSED TO BE PRIMARY AND NON-CONTRIBUTORY. THE CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED ON THE COMMERCIAL AUTO POLICY. CERTIFICATE HOLDER WILL BE PROVIDED A WAIVER OF SUBROGATION WITH RESPECT TO GENERAL LIABILITY AND WORKERS COMPENSATION. 30 DAYS NOTICE OF CANCELLATION EXCEPT 10 DAYS FOR NON-PAYMENT. THE CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED ON THE UMBRELLA POLICY.

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VOID

**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. 67844

GUARANTEE FOR (Contractor and Surety Name) Saffold Paving, Inc. and American Southern Insurance Company

We the undersigned hereby guarantee that the Annual Small Paving & Minor Construction, Southeast Area

(Project), Project Number 2018053, 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

Saffold Paving, Inc. (Seal)

(Contractor)

By: (Signature)

Ezra Saffold President (Printed Name and Title)

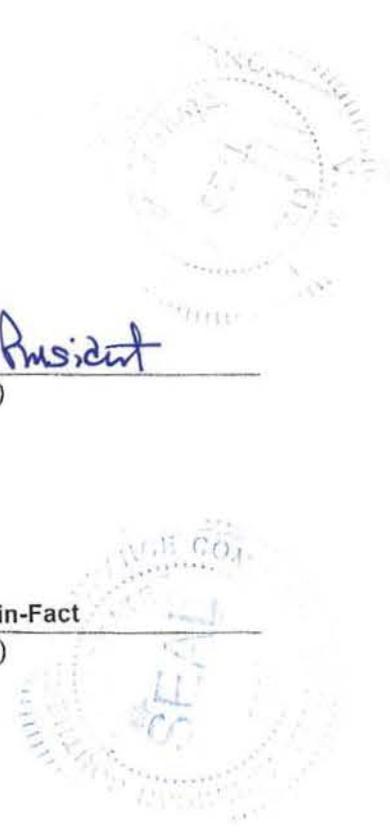
American Southern Insurance Company (Seal)

(Surety)

By: (Signature)

Jason S. Centrella, Attorney-in-Fact (Printed Name and Title)

CONST-5



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:

Signature

Print Name

CONTRACTOR

Company 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)



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD
THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES



LICENSE NUMBER: CCG1527489

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.