ELECTRONIC DOCUMENTS DISCLAIMER

1. Electronic copies of the solicitation documents are made available on this website solely for the convenience of prospective bidders (whether as a prime contractor or sub-contractor) on the Project, and are not considered part of the Contract Documents. No representation or warranty is made, either expressed or implied, with regard to the accuracy or suitability of these electronic copies for any purpose whatsoever. In the event of discrepancies or conflicts between the County's originally published document(s) and any other version distributed or submitted by other parties, the County's original hard copy version shall prevail.

2. Miami-Dade County Department of Transportation and Public Works (DTPW) does not track or monitor downloads of Project documents from this website. Therefore, prospective bidders who choose to use this method of distribution shall also be responsible for monitoring the site and downloading any applicable addenda or supplemental information. DTPW will distribute hard copy addenda or supplemental information only to those persons or firms who we have purchased a hard copy of the original solicitation documents.

3. Miami-Dade County shall not be responsible for errors and omissions occurring in the transmission or downloading of any documents or specifications from this website. In the event of any discrepancy between information obtained from this website and the DTPW hard copy solicitation documents and specifications, the terms of the hard copy documents will prevail.

4. Miami-Dade County does not guarantee continuous, uninterrupted or secure access to this or other related websites. Operation of this website may be affected from time to time by numerous factors outside of our control. In the event that we are notified of any problems in a timely manner we will do our best to assist with those problems that fall within our control. For assistance, contact us at 305-375-2930. Solicitation documents are removed from this website as soon as possible after the due date.

5. DTPW does not accept facsimile or electronic bid responses of any kind. All bids must be submitted in writing, on the forms provided by the County, to the address designated in the bid package. It is the bidder's responsibility to ensure that their submittals are received at the designated location, complete and on time. Bids received after the due date will be rejected, even if the solicitation is still appearing on this site.

6. With regards to Miscellaneous Construction Contracts (MCC) 7040 Plan Request for Price Quotations:
    a. Only bidders included on the Project’s Bidders List, provided by the Internal Service Department, Procurement Management Division to the DTPW, can submit a bid.
    b. Only timely bids received from bidders included in the Project’s Bidders List will be considered.

7. These documents shall not be altered in any manner. Utilization or viewing of these electronic documents shall constitute implicit acknowledgement and acceptance of these provisions. Failure to comply with these provisions may result in rejection of your bid.

Miami-Dade County

Department of Transportation and
Public Works

SET # _____ OF _____ SETS

WASD Street Rehabilitation Contract

Miami-Dade County

Various Locations Countywide

Supplemental Solicitation
and Contract Documents

Small Business Enterprise-Construction Program (SBE-Construction):
CSBE Trade Set Aside

Community Workforce Program:
10.00 % Goal

DTWM Capital Improvements Engineer:
Alicia Arce

RPQ Advertisement Date:
8/4/2016

Miscellaneous Construction Contract (MCC) Program:
MCC 7360 Plan-CICC 7360-0/08 RPQ No. 20160219

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SECTION 1: INVITATION TO BID

Department of Transportation and Public Works
Capital Improvements Section
111 NW 1 Street, Suite 1410
Miami 33128

MIAMI-DADE COUNTY, FLORIDA
REQUEST FOR PRICE QUOTATION (RPQ)
Contract No: MCC 7360 Plan - CICC 7360-0/08
RPQ No: 20160219

INVITATION TO BID

A RPQ has been issued for the work identified below. If you are interested in submitting a bid for this project, please submit your bid via Sealed Envelopes, attention to Clerk of the Board at 111 NW 1 Street, Suite 1710 no later than 9/7/2016 at 02:00 PM. If you have any questions, contact Alicia Arce at 305 375 2930.

This RPQ is issued under the terms and conditions of the Miscellaneous Construction Contracts (MCC) Program MCC 7360 Plan.

RPQ DETAILED BREAKDOWN

Bid Due Date:	9/7/2016	Time Due:	02:00 PM	Submitted Via:	Sealed Envelopes	SBE-Con. Level:	N/A
Estimated Value:	$1,347,262	(excluding Contingencies and Dedicated Allowances)					
Project Name:	WASD Street Rehabilitation Contract						
Project Location:	See Apendix C of the Special Provisions						
License Requirements:	Primary:	General Engineering; Paving					
Scope of Work:	(Contractor must obtain and submit all permits prior to performing any work). A. Work under this Contract includes furnishing of all supervision, labor, materials, tools, equipment and performing all operations required to construct the Work in accordance with the Contract Documents. B. Work includes but is not limited to: 1. Providing labor, equipment and materials to rehabilitate the roadway following repairs or improvements on behalf of the Water & Sewer Department by removing and replacing asphalt pavement at the identified locations of work. Additional work includes adjusting of valves and/or manholes, the inspection, removal, and/or replacement of the existing base, and installation of Paving Markings and striping. C. If any changes are required due to conflict of design and or field conditions, the Engineer will make the final determination. The Contractor and all subcontractors, under this Contract, are prohibited from performing any work, other than specified in the Contract and/or directed by the Engineer, within the limits of the project site, without prior written notification to the Engineer. This includes any work for private or commercial entities.						

Document Pickup:	Contact:	Capital Improvements Section	Phone No:	305 375 2930	Date:	8/4/2016	
	Location:	111 NW 1 Street, Suite 1410					
Pre-Bid Meeting::	Required:	YES	Mandatory:	No	Date:	8/17/2016	Time: 10:00 AM
	Location:	111 NW 1 Street, 15 Floor Front Conference Room					
Site Meeting:	Required:	No	Mandatory:	No	Date:		Time:
	Location:						
Bid shall be submitted to:	Contact:	Clerk of the Board					
	Address:	111 NW 1 Street, Suite 1710					
Type of Contract:	Single Trade		Method of Award:	Lowest Responsible Bidder			
Method of Payment:	Scheduled Monthly Payments		Insurance Required:	YES			
Additional Insurance Required:	YES		If Yes - Minimum Coverage:	$1,000,000.00			
Performance & Payment Bond Required:	YES		Bid Bond Required:	YES			
Prevailing Wage Rate Required:	Highway Construction	Davis Bacon:	NO	AIPP:	NO	Amount:	

SBE-Con. Requirements:	NO	Percentage:	0.00%	SBD Subcontractor Forms Required:	YES
DBE Requirements:	NO	Percentage:	0.00%	DBE Subcontractor Forms Required:	NO
CWP Requirements:	YES	Percentage:	10.00%		

SBE-G/S Requirements	NO	Percentage:	0.00%		
Liquidated Damages:	YES	$$ Per Day:	$1,584.00		
Trade Set-a-side:	YES	If Yes, Trade =		Paving Markings	

For RPQ's less than $10,000, if no LD rate is specified, the County reserves the right to assess actual damages in lieu of LDs.

Design Drawing Included:	NO	Shop Drawing Included:	NO	Specifications Included:	YES
Anticipated Start Date:	12/7/2016		Calendar Days for Project Completion:		540

Comments:

Pursuant to Section 2-8.10 of the Code of Miami-Dade County, this Contract is subject to a user access fee under the County's User Access Program (UAP) in the amount of two percent (2%). All construction services provided under this contract are subject to the 2% UAP. This fee applies to all Contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity. From every payment made to the Contractor under this contract (including the payment of retainage), the County will deduct the two percent (2%) UAP fee provided in the ordinance and the Contractor will accept such reduced amount as full compensation for any and all deliverables under the contract. The County shall retain the 2% UAP for use by the County to help defray the cost of its procurement program. Contractor participation in this pay request reduction portion of the UAP is mandatory.

Provided, however, UAP shall not be applicable for total contract values, inclusive of contingency and allowance accounts, of less than five hundred thousand dollars ($500,000.00).

COMMUNITY WORKFORCE PROGRAM
Prior to entering into a contract and according to the Miami-Dade County Code §2-1701 and amended by Ordinance 13-66, the successful bidder on a construction contract subject to a Community Workforce Program (CWP) goal, must submit to Small Business Development (SBD) through the contracting officer a workforce plan outlining how the CWP goal will be met. Additional information is available at the County's website at http://www.miamidade.gov/business/contract-requirements.asp#0 .

Contractor must submit a Workforce Plan to the Miami-Dade County Internal Services Department, Small Business Development Division within fifteen (15) days of notification of award of the contract. The County will not enter into the contract until it receives the contractor's Workforce Plan and deems the Plan acceptable. The Workforce Plan forms may be obtained on the County's website at http://www.miamidade.gov/business/contract-requirements.asp#0 .

LICENSE REQUIREMENTS:

At the time of Bid and pursuant to the requirements of Section 10-3 of the Code of Miami-Dade County, Florida and these Solicitation and Contract Documents, the Bidder must hold a valid, current, and active Certificate of Competency as a General Engineering Contractor or as a Specialty Engineering Contractor, commensurate to the requirements of the Scope of Work, in one or more engineering crafts to include Paving Engineering. The specialty contractor shall subcontract with a qualified contractor any work which is incidental to the specialty but is specified in the aforementioned Code as being the work of other than that of the Engineering Specialty for which certified.

Pursuant to Section 255.20, Florida Statues (F.S.) and in lieu of the above, the County may consider a bid from a Bidder that is a duly licensed Contractor in good standing that has been prequalified and considered eligible by the Florida Department of Transportation (FDOT) under Section 337.14, F.S. and Chapter 14-2, Florida Administrative Code, to perform the work described in the Contract Documents. Contractors seeking consideration under this Paragraph shall submit along with the Bid Documents for review and consideration, current copy(ies) of their FDOT Certificate(s) of Qualification, Certification of Work Underway, and Status of Contract(s) On Hand. Acceptance FDOT prequalification(s) necessary to perform the work specified in the Project's Scope of Work shall include the Flexible Paving work class.

The Contractor shall furnish Certificates of Insurance to the County prior to commencing any operations under this Contract. The certificates shall clearly indicate that the Contractor has obtained insurance, in the type, amount and classification required by these Contract Documents.

INDEMNIFICATION AND INSURANCE REQUIREMENTS
The Contractor shall furnish to Department of Transportation and Public Works, 111 NW 1 Street, Miami Florida 33128, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.
- Commercial General Liability Insurance on a comprehensive basis, including Explosion, Collapse and Underground Liability coverage in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage. Miami-Dade County must be shown as an additional insured with respect to this coverage.
- Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage.

BID DOCUMENTS:
Bidding documents may be purchased from the Department of Transportation and Public Works, Capital Improvements Section, 111 NW 1st Street, 14th Floor, Miami, Florida 33128 for a non-refundable fee of Seventy Five dollars ($ 75.00) per each complete set of documents. Payment shall be in the form of a company check, cashier's check, or money order payable to the "Miami Dade County Department of Transportation and Public Works ."

ADDENDUMS - RFI'S
The Department of Transportation and Public Works has made changes with regard to how addendums and requests for information (RFI) will be sent to document holders. Be advised that all Addendums, RFI's, and the document holders list (bidder's list) are now available to view online at the following web address:

http://www.miamidade.gov/DPMww/SolicitationList.aspx

Therefore, during the advertisement period, the Department will not be sending these documents via certified mail. All document holders must provide a dedicated e-mail address. The Department will only be sending addendums and RFI's by e-mail and posting online at the aforementioned link. The bidders list will be updated every Friday during the advertisement phase of the contract. Please be aware that acknowledgment of receipt of all addendums and RFI's remain a requirement when submitting bids.

Vendor Registration:
Due to the new Vendor Registration procedures of the Internal Services Department, Procurement Management Division, updated definitions along with the "Affirmation of Vendor Affidavits" has been added to the Bid Submittal Package. The successful bidder must be registered under this new procedure prior to award.

PRE BID - BID SUBMITTAL DUE DATE:
Pre-Bid Conference time and location: Wednesday, 10:00 a.m, August 17, 2016 , at 111 NW 1st Street, 15th Floor Front conference room

Bid Submittal Time and Location: Wednesday, 2:00 P.M. September 7, 2016 at 111 NW 1 Street, 17th Floor, Clerk of the Board Office.

DISCLOSURE:

- To participate in this MCC RPQ, vendors that have not registered under the new registration process that became effective in July 2008 will be required to submit a new Vendors Registration Package prior to receiving a new contract award.

- Pursuant to section 10-33.02 of the Code of Miami-Dade County, Florida, "a contractor who fails to meet an established SBE-Construction goal shall submit a SBE-Construction Make-up Plan for approval of the Small Business Development Division Director. A Make-up Plan and a corresponding Schedule of Intent Affidavit must be submitted as part of any bid or proposal submitted for future contracts at the time of bid or proposal submittal." **Failure to include the required Schedule of Intent Affidavit with this bid shall result in the submittal being deemed nonresponsive.**

- In accordance with Miami-Dade County Implementing Order 3-9, Accounts Receivable Adjustments, if money is owed by the Contractor to the County, whether under this Contract or for any other purpose, the County reserves the right to retain such amount from payment due by County to the Contractor under this Contract. Such retained amount shall be applied to the amount owed by the Contractor to the County. The Contractor shall have no further claim to such retained amounts which shall be deemed full accord and satisfaction of the amount due by the County to the Contractor for the applicable payment due herein.

- Unless otherwise stipulated in this Invitation to Bid or in the Project's Solicitation Documents, the minimum insurance requirements are: Worker's Compensation Insurance as required by Florida Statute 440, Commercial General Liability Insurance on a comprehensive basis in an amount not less than $300,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage**, Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than $300,000 combined single limit per occurrence for bodily injury and property damage. Certificate holder must be shown as Miami Dade County, 111 NW 1st Street, Suite 2340, Miami, FL 33128, with a 30 day cancellation notification requirement. Proof of additional Insurance may be required for certain jobs

SECTION 2: SOLICITATION FORMS

All forms and documents contained in this Section shall be completed pursuant to these Contract Documents and submitted no later than the advertised Bid Submittal Due Date and Time for this Project.

Bid Form

PROJECT TITLE: WASD Street Rehabilittion Contract **PROJECT NO:** 20160219

IF THIS PROPOSAL IS ACCEPTED, THE UNDERSIGNED AGREES TO COMPLETE ALL WORK UNDER THIS CONTRACT WITHIN FIVE HUNDRED FORTY (540) CALENDAR DAYS AFTER THE EFFECTIVE DATE ESTABLISHED IN THE *NOTICE TO PROCEED WITH CONTRACT WORK*.

Item No	Quantity	Unit	Description	Written Unit Amount	Unit Price	Total
1WS1A-1	240,000.0	S.F.	ASPHALT SURFACE PAVEMENT REPAIR - Saw cut, and remove asphalt from marked area and trench, (up to 3" average) to expose existing base. If suitable, re-compact base and replace asphalt with type "S" asphalt up to 3" and to the level of the surrounding surface. Includes temporary striping as needed.			
1WSB	1,000.0	S.F.	Additional Asphalt Pavement Repair			
2WS1	40.0	TON	ASPHALT BASE - Construct 6" Asphaltic concrete base on 3" layers. Contingent item at discretion of engineer if existing base is not suitable.			
3WS1A	150.0	S.F.	Limerock Base Reconstruction/Repair			
7WS-1	30.0	P.N.	Night Differential			
102-74-1	2,000.0	EA/DAY	BARRICADES (TEMPORARY- TYPE I, II, VP & DRUM).			
102-91-1A	3,600.0	L.F.	PAVEMENT MARKING TEMPORARY (Solid) (Any width) (Yellow or White) (Paint)			
102-60A	600.0	EA/DAY	WORK ZONE SIGNS			
102-76A	150.0	EA/DAY	ADVANCE WARNING ARROW PANEL			
121-70-1A	20.0	C.Y.	FLOWABLE FILL - This item may be used at the discretion of the engineer, in lieu of granular fill material, or in cases where a fast setting fill is a must.			
327-70	50,000.0	S.Y.	MILLING EXISTING PAVEMENT [(1")(Payment for greater cuts will be paid proportionally)]			

Bid Form

PROJECT TITLE: WASD Street Rehabilittion Contract **PROJECT NO:** 20160219

IF THIS PROPOSAL IS ACCEPTED, THE UNDERSIGNED AGREES TO COMPLETE ALL WORK UNDER THIS CONTRACT WITHIN FIVE HUNDRED FORTY (540) CALENDAR DAYS AFTER THE EFFECTIVE DATE ESTABLISHED IN THE *NOTICE TO PROCEED WITH CONTRACT WORK*.

Item No	Quantity	Unit	Description	Written Unit Amount	Unit Price	Total
334-2-13-1	2,510.0	TON	Hot Mix Asphalt, Traffic C, SP-9.5			
337-8-42	799.0	TON	Hot Mix Asphalt Friction Course, Traffic C, FC-9.5, PG 76-22			
339-1	50.0	TON	MISCELLANEOUS ASPHALT PAVEMENT			
425-5-1	24.0	EA.	ADJUST MANHOLE (Utilities) (Miami-Dade Water & Sewer Only)			
425-6	50.0	EA.	ADJUST EXISTING VALVE BOXES (MIAMI-DADE COUNTY ONLY) (This item is contingent upon field conditions and may be increased, decreased or eliminated by the Engineer)			
700-20-11	8.0	AS.	SINGLE POST SIGN (Furnish & Install) (Less than 12)			
706-1-12	200.0	EA.	REFLECTIVE PAVEMENT MARKERS (class B, mono or bi-directional, all colors)			
711-11-124	40.0	L.F.	THERMOPLASTIC (White) (Solid) (18")			
711-11-125	400.0	L.F.	THERMOPLASTIC (White) (Solid) (24")			
711-11-160	8.0	EA.	THERMOPLASTIC (White) (Message)			
711-11-170	8.0	EA	THERMOPLASTIC (White) (Arrows)			
711-11-224	30.0	L.F.	THERMOPLASTIC (Yellow) (Solid) (18")			

Bid Form

PROJECT TITLE: WASD Street Rehabilittion Contract **PROJECT NO:** 20160219

IF THIS PROPOSAL IS ACCEPTED, THE UNDERSIGNED AGREES TO COMPLETE ALL WORK UNDER THIS CONTRACT WITHIN FIVE HUNDRED FORTY (540) CALENDAR DAYS AFTER THE EFFECTIVE DATE ESTABLISHED IN THE *NOTICE TO PROCEED WITH CONTRACT WORK*.

Item No	Quantity	Unit	Description	Written Unit Amount	Unit Price	Total
711-33-34	400.0	L.F.	SKIP TRAFFIC STRIPE- [(4" White/Yellow) (10' Stripe, 30' Skip)(Thermoplastic, lead free)]			
711-35-99	10,000.0	L.F.	SOLID TRAFFIC STRIPE YELLOW OR WHITE 4", (6", 8"OR 12", will be paid proportionally)			

Total:_____

The bidder understands and agrees that the above total is inclusive of all work necessary to complete the job as described in the plans and specifications.

Quantities are established and are included only for the purpose of facilitating the uniform comparison of bids submitted. The County shall not be held responsible if the quantities are not accurate and all computations for compensation shall be based upon the actual work performed, whether greater or less than estimated quantities.

Tax Identification Number: _____

D.C. Certificate of competency No: _____

Bidder's Name: _____

Bidder's telephone Number: _____

Bidder's address: _____

Bid Form

PROJECT TITLE: WASD Street Rehabilittion Contract **PROJECT NO:** 20160219

IF THIS PROPOSAL IS ACCEPTED, THE UNDERSIGNED AGREES TO COMPLETE ALL WORK UNDER THIS CONTRACT WITHIN FIVE HUNDRED FORTY (540) CALENDAR DAYS AFTER THE EFFECTIVE DATE ESTABLISHED IN THE *NOTICE TO PROCEED WITH CONTRACT WORK*.

BIDDER ACKNOWLEDGES THAT INCLUDED IN THE VARIOUS ITEMS OF THE PROPOSAL AND IN THE TOTAL BID PRICE ARE COSTS FOR COMPLYING WITH THE FLORIDA TRENCH SAFETY ACT (90-96), LAWS OF FLA. EFFECTIVE OCTOBER 1st, 1990. THE BIDDER FURTHER IDENTIFIES THE COSTS TO BE SUMMARIZED BELOW:

	Trench Safety Measure (Description)	Units of Measure (LF, SY)	Unit (Quantity)	Unit Cost	Extended Cost
A.					
B.					
C.					
D.					

FAILURE TO COMPLETE THE ABOVE MAY RESULT IN THE BID BEING DECLARED NON-RESPONSIVE

ATTACHMENT 5A

Department of Transportation and Public Works
Capital Improvements Section
111 NW 1 Street, Suite 1410
Miami , 33128

MIAMI-DADE COUNTY, FLORIDA
REQUEST FOR PRICE QUOTATION (RPQ)
Contract No: MCC 7360 Plan - CICC 7360-0/08
RPQ No: 20160219

RPQ BID FORM – ATTACHMENT 5A

RPQ Project Name: WASD Street Rehabilitation Contract

Price Proposal (Cost to Perform the work **must** be stated here. State 'No Bid' if not submitting a price proposal)

Bidder's Company Name: _____

Company Address: _____

City: _____ **State:** _____ **Zip:** _____

Telephone No: _____ **Fax No:** _____ **EMail:** _____

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED BELOW BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE COUNTY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS OFFER.

Name of Person Submitting Quote (Print): _____

Number of Addendums received: _____ **(if none' write "None")**

Signature: _____ **Date:** _____

Note: Quotes must be submitted on this form. Quote envelope must state RPQ Number, date and time due and the Bidder's Name. Use of any other form for submission of the price quotation shall result in the rejection of the price quotation. Late bids will not be opened. *Low bidder will be notified, in the Recommendation of Award, of the requirements to submit current copies of insurance certificates in accordance with the Contract Documents. By signature, the CONTRACTOR agrees to be bound by the terms set forth in the MCC 7360 Plan.*

In accordance with Miami-Dade County Implementing Order 3-9, Accounts Receivable Adjustments, if money is owed by the Contractor to the County, whether under this Contract or for any other purpose, the County reserves the right to retain such amount from payment due by County to the Contractor under this Contract. Such retained amount shall be applied to the amount owed by the Contractor to the County. The Contractor shall have no further claim to such retained amounts which shall be deemed full accord and satisfaction of the amount due by the County to the Contractor for the applicable payment due herein.

ACKNOWLEDGMENT OF ADDENDA

WASD Street Rehabilitation Contract
Project No. 20160219

ACKNOWLEDGEMENT OF ADDENDA
(Must be completed and submitted with required solicitation documents)

Instructions: Complete Part I or Part II, as applicable.

PART I: Listed below are the dates of issue for each Addendum received in connection with this solicitation.

Addendum #1, Dated _____, 201___

Addendum #2, Dated _____, 201___

Addendum #3, Dated _____, 201___

Addendum #4, Dated _____, 201___

Addendum #5, Dated _____, 201___

Addendum #6, Dated _____, 201___

Addendum #7, Dated _____, 201___

Addendum #8, Dated _____, 201___

Addendum #9, Dated _____, 201___

Addendum #10, Dated _____, 201___

PART II:

____ No Addendum was received in connection with this solicitation.

Authorized Signature:_____ Date: _____

Print Name: _____ Title: _____

Firm Name: _____

SURETY BID BOND

SURETY BID BOND	DATE BOND EXECUTED (must not be later than bid opening date)	REV. 1114 PWD

PRINCIPAL (Full legal name and business address)	TYPE OF ORGANIZATION ("X" one)	
	☐ Individual	☐ Partnership
	☐ Joint Venture	☐ Corporation

SURETY (Name and business address)

PENAL SUM OF BOND	**********Five Percent of the Total amount Bid**********			
BID IDENTIFICATION	Project No:	20160219	Bid Opening Date:	
	County Project Name:	WASD Street Rehabilitation Contract		

OBLIGATION

Principal and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Miami-Dade County, Florida (herein after County) upon default of Principal the penal sum set forth on the face of this Bond.

Principal and Surety agree that the Penal Sum of the Bond is a liquidated damage reasonably estimated to compensate the County for damages suffered as a result of the Principal's default including but not limited to any resulting from delay, reprocurement costs and incremental costs of contracting.

Default of Principal shall occur in the event that the Principal withdraws Bid within 180 days after bid opening (or any extension thereof agreed to in writing by the Bidder and County); or, after proper notification of intent to Contract from the County, fails to comply with all pre-award requirements including, but not limited to providing Payment and Performance Bonds with good and sufficient surety and the necessary Insurance Certificates pursuant to the Contract Documents, and enter into a written Contract with the County, as may be required; all within 10 days after the prescribed forms are presented to Principal for signature or as otherwise required by the Bidding Documents.

Payment under this Bond will be due and payable upon default of Principal and within 30 calendar days after receipt by Principal and Surety of written notice of default from County, which notice will be given with reasonable promptness, identifying this Bond and the Project.

Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

CONDITIONS

The Principal has submitted the Bid identified above.

THEREFORE

By executing this instrument Surety agrees that its obligation is not impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to the County. Notice to the Surety of extensions is waived. However, waiver of the notice applies only to extensions aggregating not more than 60 calendar days in addition to the period originally allowed for acceptance of the bid. 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.

WITNESS

The Principal and Surety executed this Bond and affixed their seals on the above date. Copy of Authorized Agent's current Identification Card as issued by State of Florida Insurance Commissioner must be attached.

PRINCIPAL		
SIGNATURE		Principal's Corporate Seal
NAME AND TITLE (Typed)		

SURETY		
SIGNATURE OF ATTORNEY-IN-FACT		Surety's Corporate Seal
PRINTED NAME OF ATTORNEY-IN-FACT (Typed)		
SIGNATURE OF AUTHORIZED FLORIDA AGENT		
PRINTED NAME OF AUTHORIZED FLORIDA AGENT (Typed)		

SCHEDULE OF INTENT AFFIDAVIT

SCHEDULE OF INTENT AFFIDAVIT (SOI)
SMALL BUSINESS ENTERPRISE - CONSTRUCTION (SBE-CONST) PROGRAM

Name of Prime Contractor_____ **Contact Person**_____

Address_____ **Phone**_____ **Fax**_____ **Email**_____

Project Name_____ **Project Number** _____

SBE-Const Contract Measure _____

This form must be completed by the Prime Contractor and the Small Business Enterprise-Construction (SBE-Const) Subcontractor that will be utilized for scopes of work on the project. Bidders must include this form with bid documents at the time of bid submission. This form must also include the SBE-Const goal make-up percentage, if applicable.

Name of Prime Contractor	(if applicable) SBE-Const Certification	(if applicable) Certification Expiration Date	Scope of Construction work to be performed by Prime Contractor	Prime Contractor % of Bid	(if applicable) SBE-Const Prime % of Bid
			Prime Contractor Total Percentage:		

The undersigned intends to perform the following work in connection with the above contract:

Name of SBE-Const Subcontractor	SBE-Const Certification No.	Certification Expiration Date	Scope of Construction work to be performed by SBE-Const Subcontractor	(if applicable) SBE-Const Subcontractor % of Bid	(if applicable) SBE-Const Subcontractor Trade Set Aside %	(if applicable) Construction Goal Make-Up %
			Subcontractor Total Percentage:			

I certify that the representations contained in this form are to the best of my knowledge true and accurate.

Prime Signature	Prime Print Name	Prime Print Title	Date

The undersigned has reasonably uncommitted capacity sufficient to provide the required goods or services, all licenses and permits necessary to provide such goods or services, ability to obtain bonding that is reasonably required to provide such goods or services consistent with normal industry practice, and the ability to otherwise meet the bid specifications.

SBE-Const Subcontractor Signature	SBE-Const Subcontractor Print Name	SBE-Const Subcontractor Print Title	Date

☐ **Check this box if this project is a set-aside and you are performing 100% of the work with your own work forces.**

☐ **Check this box if Form SBD 305A and Form SBD 305B have been submitted in your pricing envelope.**

☐ **Check this box if Form SBD 303 has been submitted in your pricing envelope.**

List of Certified Firms: http://www.miamidade.gov/business/reports-certification-lists.asp

SBD's Website: http://www.miamidade.gov/internalservices/small-business.asp

AFFIRMATION OF VENDOR AFFIDAVITS

1.1. DEFINITIONS FOR VENDOR REGISTRATION

Bid – shall refer to any offer(s) submitted in response to this solicitation.
Bidder – shall refer to anyone submitting a Bid in response to this solicitation.
Bid Solicitation – shall mean this solicitation documentation, including any and all addenda.
Bid Submittal Form – defines the requirement of items to be purchased, and must be completed and submitted with Bid. The Bidder should indicate its name in the appropriate space on each page.
County – shall refer to Miami-Dade County, Florida
DPM – shall refer to Miami-Dade County's Department of Procurement Management.
Enrolled Vendor – shall refer to a firm that has completed the necessary documentation in order to receive Bid notifications from the County.
Registered Vendor – shall refer to a firm that has completed the Miami-Dade County Business Entity Registration Application and has satisfied all requirements to enter into business agreements with the County.
The Vendor Registration Package – *shall refer to the Business Entity Registration Application.*

For additional information about on-line vendor enrollment or vendor registration contact the Vendor Assistance Unit at 111 N.W. 1st Street, 13th Floor, Miami, FL 33128, Phone 305-375-5773. Vendors can enroll online and obtain forms to register by visiting our web site at www.miamidade.gov/dpm

1.2. INSTRUCTIONS TO BIDDERS

A. Bidder Qualification

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the Bid Solicitation are encouraged to submit Bids. Vendors may enroll with the County to be included on a notification list for selected categories of goods and services. To be eligible for award of a contract (including small purchase orders), Bidders must become a Registered Vendor. Only Registered Vendors can be awarded County contracts. Vendors are required to register with the County by contacting the Vendor Assistance Unit. The County endeavors to obtain the participation of all qualified small business enterprises. For information and to apply for certification, contact the Department of Small Business Development at 111 N.W. 1 Street, 19th Floor, Miami, FL 33128-1900, or telephone at 305-375-3111. County employees and board members wishing to do business with the County are referred to Section 2-11.1 of the Miami-Dade County Code relating to Conflict of Interest and Code of Ethics.

B. Vendor Registration

To be recommended for award the County requires that vendors complete a Miami-Dade County Vendor Registration Package. Effective June 1, 2008, a new Vendor Registration Package, including a Uniform Affidavit Packet (Affidavit form), must be completed by vendors and returned to the Department of Procurement Management (DPM), Vendor Assistance Unit, within fourteen (14) days of notification of the intent to recommend for award. In the event the Vendor Registration Package is not properly completed and returned within the specified time, the County may in its sole discretion, award to the next lowest responsive, responsible Bidder. The Bidder is responsible for obtaining the Vendor Registration Package, including all affidavits by downloading from the DPM website at www.miamidade.gov or from the Vendor Assistance Unit at 111 N.W. 1st Street, 13th Floor, Miami, FL 33128.

Bidders are required to affirm that all information submitted with the Vendor Registration Package is current, complete and accurate, at the time they submit a response to a Bid Solicitation, by completing the provided Affirmation of Vendor Affidavit form.

In becoming a Registered Vendor with Miami-Dade County, the vendor confirms its knowledge of and commitment to comply with the following:

1. ***Miami-Dade County Ownership Disclosure Affidavit***
   (Sec. 2-8.1 of the County Code)

2. ***Miami-Dade County Employment Disclosure Affidavit***
   (*County Ordinance No. 90-133, amending Section 2.8-1(d)(2) of the County Code)*

3. ***Miami-Dade Employment Drug-free Workplace Certification***
   (Section 2-8.1.2(b) of the County Code)

4. ***Miami-Dade Disability and Nondiscrimination Affidavit***
   (Article 1, Section 2-8.1.5 Resolution R182-00 Amending R-385-95)

5. ***Miami-Dade County Debarment Disclosure Affidavit***
   (Section 10.38 of the County Code)

6. ***Miami-Dade County Vendor Obligation to County Affidavit***
   (*Section 2-8.1 of the County Code)*

7. ***Miami-Dade County Code of Business Ethics Affidavit***
   (*Article 1, Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and County Ordinance No 00-1 amending Section 2-11.1(c) of the County Code)*

8. ***Miami-Dade County Family Leave Affidavit***
   (Article V of Chapter 11 of the County Code)

9. ***Miami-Dade County Living Wage Affidavit***
   (Section 2-8.9 of the County Code)

10. ***Miami-Dade County Domestic Leave and Reporting Affidavit***
    (Article 8, Section 11A-60 11A-67 of the County Code)

11. ***Subcontracting Practices***
    (Ordinance 97-35)

12. ***Subcontractor /Supplier Listing***
    (Ordinance 97-104)

13. ***Environmentally Acceptable Packaging***
    Resolution (R-738-92)

14. ***W-9 and 8109 Forms***
    The vendor must furnish these forms as required by the Internal Revenue Service.

15. ***Social Security Number***
    In order to establish a file for your firm, you must provide your firm's Federal Employer Identification Number (FEIN). If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes your "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that DPM requests the Social Security Number for the following purposes:
    - Identification of individual account records
    - To make payments to individual/vendor for goods and services provided to Miami-Dade County
    - Tax reporting purposes
    - To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records

16. ***Office of the Inspector General***
    Pursuant to Section 2-1076 of the County Code.

17. ***Small Business Enterprises***
    The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.

18. ***Antitrust Laws***
    By acceptance of any contract, the vendor agrees to comply with all antitrust laws of the United States and the State of Florida.

C. PUBLIC ENTITY CRIMES

To be eligible for award of a contract, firms wishing to do business with the County must comply with the following:

Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

Miami-Dade County
Department of Procurement Management

Affirmation of Vendor Affidavits

In accordance with Ordinance 07-143 amending Section 2-8.1 of the Code of Miami-Dade County, effective June 1, 2008, vendors are required to complete a new Vendor Registration Package, including a Uniform Affidavit Packet (Vendor Affidavits Form), before being awarded a new contract. The undersigned affirms that the Vendor Affidavits Form submitted with the Vendor Registration Package is current, complete and accurate for each affidavit listed below.

Contract No. : _____ **Federal Employer Identification Number (FEIN):** _____

Contract Title: _____

Affidavits and Legislation/ Governing Body

1.	***Miami-Dade County Ownership Disclosure*** *Sec. 2-8.1 of the County Code*	6.	***Miami-Dade County Vendor Obligation to County*** *Section 2-8.1 of the County Code*
2.	***Miami-Dade County Employment Disclosure*** *County Ordinance No. 90-133, amending Section 2.8-1(d)(2) of the County Code*	7.	***Miami-Dade County Code of Business Ethics*** *Article 1, Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and County Ordinance No 00-1 amending Section 2-11.1(c) of the County Code*
3.	***Miami-Dade County Employment Drug-free Workplace Certification*** *Section 2-8.1.2(b) f the County Code*	8.	***Miami-Dade County Family Leave*** *Article V of Chapter 11 of the County Code*
4.	***Miami-Dade County Disability Non-Discrimination*** *Article 1, Section 2 8.1.5 Resolution R182-00 amending R-385-95*	9.	***Miami-Dade County Living Wage*** *Section 2-8.9 of the County Code*
5.	***Miami-Dade County Debarment Disclosure*** *Section 10.38 of the County Code*	10.	***Miami-Dade County Domestic Leave and Reporting*** *Article 8, Section 11A-60 11A-67 of the County Code*

_____ Printed Name of Affiant _____ Printed Title of Affiant _____ Signature of Affiant

_____ Name of Firm _____ Date

_____ Address of Firm _____ State _____ Zip Code

Notary Public Information

Notary Public – State of _____ County of _____

Subscribed and sworn to (or affirmed) before me this _____ day of, _____ 20 _____.

by _____ He or she is personally known to me ☐ or has produced identification ☐

Type of identification produced _____

_____ Signature of Notary Public _____ Serial Number

_____ Print or Stamp of Notary Public _____ Expiration Date _____ Notary Public Seal

FIRST TIER SUBCONTRACTORS/DIRECT SUPPLIER LIST

SUBCONTRACTOR/SUPPLIER LISTING

(Miami-Dade County Code Sections 2-8.1, 2-8.8 and 10-34)

Firm Name of Prime Contractor/Respondent _____ FEIN # _____

Project/Contract Number _____

In accordance with Sections 2-8.1, 2-8.8 and 10.34 of the Miami-Dade County Code, this form must be submitted as a condition of award by all bidders/respondents on County contracts for purchase of supplies, materials or services, including professional services which involve expenditures of $100,000 or more, and all bidders/respondents on County or Public Health Trust construction contracts which involve expenditures of $100,000 or more. The bidder/respondent who is awarded this bid/contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified, except upon written approval of the County. The bidder/respondent should enter the word "NONE" under the appropriate heading of this form if no subcontractors or suppliers will be used on the contract and sign the form below.

In accordance with Ordinance No. 11-90, an entity contracting with the County shall report the race, gender and ethnic origin of the owners and employees of all first tier subcontractors/suppliers. In the event that the successful bidder demonstrates to the County prior to award that the race, gender, and ethnic information is not reasonably available at that time, the successful bidder shall be obligated to exercise diligent efforts to obtain that information and provide the same to the County not later than ten (10) days after it becomes available and, in any event, prior to final payment under the contract.

(Please duplicate this form if additional space is needed.)

Business Name and Address of First Tier Subcontractor/ Subconsultant	Principal Owner	Scope of Work to be Performed by Subcontractor/ Subconsultant	Principal Owner (Enter the number of male and female owners by race/ethnicity)								Employee(s) (Enter the number of male and female employees and the number of employees by race/ethnicity)							
			Gender		Race/Ethnicity						Gender		Race/Ethnicity					
			M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Native Alaskan	Other	M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Native Alaskan	Other

Business Name and Address of First Tier Direct Supplier	Principal Owner	Supplies/Materials/ Services to be Provided by Supplier	Principal Owner (Enter the number of male and female owners by race/ethnicity)								Employee(s) (Enter the number of male and female employees and the number of employees by race/ethnicity)							
			Gender		Race/Ethnicity						Gender		Race/Ethnicity					
			M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Native Alaskan	Other	M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Native Alaskan	Other

☐ **Mark here if race, gender and ethnicity information is not available and will be provided at a later date. This data may be submitted to Contracting/User department or on-line to the Small Business Development Division of the Regulatory and Economic Resources Department at http://new.miamidade.gov/business/business-development.asp.**

I certify that the representations contained in this Subcontractor/Supplier listing are to the best of my knowledge true and accurate.

Signature of Bidder/Respondent	Print Name	Print Title	Date

COLLUSION AFFIDAVIT

COLLUSION AFFIDAVIT

(Code of Miami-Dade County Section 2-8.1.1 and 10-33.1) (Ordinance No. 08-113)

BEFORE ME, A NOTARY PUBLIC, personally appeared _____ who being duly sworn states:
(insert name of affiant)

I am over 18 years of age, have personal knowledge of the facts stated in this affidavit and I am an owner, officer, director, principal shareholder and/or I am otherwise authorized to bind the bidder of this contract.

I state that the bidder of this contract:

☐ is not related to any of the other parties bidding in the competitive solicitation, and that the contractor's proposal is genuine and not sham or collusive or made in the interest or on behalf of any person not therein named, and that the contractor has not, directly or indirectly, induced or solicited any other proposer to put in a sham proposal, or any other person, firm, or corporation to refrain from proposing, and that the proposer has not in any manner sought by collusion to secure to the proposer an advantage over any other proposer.

OR

☐ is related to the following parties who bid in the solicitation which are identified and listed below:

_____ _____

_____ _____

_____ _____

Note: Any person or entity that fails to submit this executed affidavit shall be ineligible for contract award. In the event a recommended contractor identifies related parties in the competitive solicitation its bid shall be presumed to be collusive and the recommended contractor shall be ineligible for award unless that presumption is rebutted by presentation of evidence as to the extent of ownership, control and management of such related parties in the preparation and submittal of such bids or proposals. Related parties shall mean bidders or proposers or the principals, corporate officers, and managers thereof which have a direct or indirect ownership interest in another bidder or proposer for the same agreement or in which a parent company or the principals thereof of one (1) bidder or proposer have a direct or indirect ownership interest in another bidder or proposer for the same agreement. Bids or proposals found to be collusive shall be rejected.

By: _____ _____ 20 ____
Signature of Affiant Date

_____ ___/___-___/___/___/___/___/___/___/
Printed Name of Affiant and Title Federal Employer Identification Number

_____
Printed Name of Firm

_____
Address of Firm

SUBSCRIBED AND SWORN TO (or affirmed) before me this _____ day of _____, 20_____

He/She is personally known to me or has presented _____ as identification.
Type of identification

_____ _____
Signature of Notary Serial Number

_____ _____
Print or Stamp Name of Notary Expiration Date

Notary Public – State of _____

Notary Seal

Revised 4/12/99

FAIR WAGE AFFIDAVIT

MIAMI-DADE COUNTY
Carlos A. Gimenez, Mayor

FAIR WAGE AFFIDAVIT

Before me, the undersigned authority appeared _____
(PRINT NAME)
the _____ of _____,
(PRINT TITLE) (PRINT NAME OF BIDDER OR PROPOSER)

who attests that _____shall pay workers on
(PRINT NAME OF BIDDER OR PROPOSER)

the project minimum wage rates in accordance with Responsible Wages and Benefits, section 2-11.16 of the Code of Miami-Dade County and the Labor Provisions of the contract documents.

State of FLORIDA
County of Miami-Dade

Sworn to (or affirmed) and subscribed before me this _____day of _____, 201___.

_____Personally known or _____produced identification.

_____ _____
(Signature of Notary Public - State of Florida) (Print, Type, or Stamp Commissioned Name of Notary Public)

Type of identification produced:_____

Delivering Excellence Every Day

SECTION 3: SUPPLEMENTARY INSTRUCTION TO BIDDERS

SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

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1. SUPPLEMENTAL BIDDING REQUIREMENTS

1.01 BID FORMS

A. Estimated Quantities.

1. The Bid Form contains estimated quantities that are provided for bidding purposes only. The quantities shown on the Bid Form are approximate and only represent estimated planned requirements based on historical or specific project needs. The County reserves the right to increase, or decrease the quantities, or to delete any of the items for which there is no need throughout the length of the Contract.

2. The County does not guarantee any maximum or minimum quantity, any range of quantities, or the exact quantities shown for each bid item. The County's estimated quantities and the Contractor's bid price will be used to calculate a total bid amount. This total bid amount will then be used to determine the low bidder; however, actual payment under the awarded contract will be based on actual quantities completed.

3. Bid Items which are estimated with a unit quantity of one are anticipated to be use in minimal quantities, if any, as approved by the Engineer. Any Contract provisions pertaining to adjustments in item prices shall not apply. Therefore, no adjustment shall be made to the unit prices awarded as a result of changes to the estimated quantities provided in the Bid Form. Final quantities shall be as approved by the Engineer.

B. Preparation of Proposal.

1. All blank spaces on the Bid Form for bid prices must be filled in ink, in both words and figures. In the event of any discrepancy in the entries for the price of any item, the unit price as shown in words shall govern unless both the extension and the unit prices shown in figures are in agreement with each other, in which case they shall govern over the unit price shown in words.

2. If the Bid is made by an individual, a sole proprietorship or an individual operating under a trade name, the name and post office address of the individual or owner must be shown in each instance. If made by a partnership, the Bid must be signed by one of the partners, and the names and addresses of the partners must be listed. If made by a corporation, the Bid must be signed by an authorized officer or agent of the corporation, the corporation must be clearly identified and the corporate seal must be affixed. In addition, a Bid made by a corporation must also list the name of the state wherein the corporation was chartered and the business address of the corporation.

3. Bids must be submitted only on the hardcopy Bid form provided with these Contract Documents unless a revised Bid Form is provided by the County via Addendum, in which case the latest Bid Form provided by Addendum shall be used.

4. All required forms must be completed and submitted and, all blanks must be filled in.

C. Rejection of Irregular Proposals.

1. Bids will be considered irregular, and may be rejected, if they show omissions, alterations of form, additions not called for, conditions or unauthorized alternate bids, or irregularities of any kind; or if the unit prices are obviously unbalanced either in excess of or below a reasonable cost analysis value.

D. Pay Items.

1. Any work not specifically mentioned in the pay items listed in the Proposal, but indicated on the plans and/or specifications, shall be considered as incidental to one or more of the pay items, and no claim for additional compensation will be allowed, and it shall be assumed that the cost therefore is included in the prices for the various items in the Contract.

1.02 BID SECURITY

A. Simultaneously with the delivery of the Bid to the County, on or before the bid due date, the Bidder must deliver to the County a bid security in the form of a Bid Bond on the form provided in the Bidding Documents or in Cash, in the form of a Certified Check, Cashier's Check or Irrevocable Letter of Credit made payable to the Board of County Commissioners, for an amount equal to no less than five percent of the Total amount Bid. A bid security in the amount of "Five Percent of the Total amount Bid" shall be interpreted as five percent of the "Estimated Value" shown in the RPQ. Failure to furnish a bid security in the proper form and amount, with the delivery of the Bid to the County, shall result in the Bid being declared "non-responsive."

B. A Bid Bond shall have as the surety thereon only such surety company or companies that are acceptable to the County and are authorized to write bonds of such character and amount in accordance with the qualifications established for Payment and Performance Bonds.

C. The bid security submitted with the Bid becomes payable to the County upon default of the Bidder. Default of Bidder shall occur in the event that the Bidder withdraws Bid within 180 days after bid opening (or any extension thereof agreed to in writing by the Bidder and County); or, after proper notification of intent to Contract from the County, fails to comply with all pre-award requirements including, but not limited to providing Payment and Performance Bonds with good and sufficient surety and the necessary Insurance Certificates pursuant to the Contract Documents, and enter into a written Contract with the County, as may be required; all within 10 days after the prescribed forms are presented to Principal for signature or as otherwise required by these Bidding Documents.

1.03 CERTIFICATION PURSUANT TO ACT RELATING TO SCRUTINIZED COMPANIES

A. By submitting a bid executed through a duly authorized representative, the bidder certifies that the bidder is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, as those terms are used and defined in sections 287.135 and 215.473 of the Florida Statutes. In the event that the bidder is unable to provide such certification but still seeks to be considered for award of this solicitation, the bidder shall, on a separate piece of paper, clearly state that it is on one or both of the Scrutinized Companies lists and shall furnish together with its bid a duly executed written explanation of the facts supporting any exception to the requirement for certification that it claims under Section 287.135 of the Florida Statutes. The bidder agrees to cooperate fully with the County in any investigation undertaken by the County to determine whether the claimed exception would be applicable. The County shall have the right to terminate any contract resulting from this solicitation for default if the bidder is found to have submitted a false certification or to have been placed on the Scrutinized Companies for Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

1.04 COMMUNITY SMALL BUSINESS ENTERPRISE PROGRAM

A. CSBE Make-up Plan

1. A contractor that failed to meet an established Community Small Business Enterprise (CSBE) goal on any contract must submit a CSBE Make-up Plan for approval by the Miami-Dade County Internal Services Department, Small Business Development Division (SBD).

2. The CSBE Make-up Plan along with a corresponding Schedule of Intent Affidavit (SOI) must be included with the Bid submittal at the time of bid. The corresponding SOI must identify all CSBE firms to be utilized to meet the first tier subcontractor goal and the trade designation of work that each firm will perform in satisfaction of a make-up, in addition to any other goals that may be applicable.

3. The Department will forward the Make-up Plan and SOI(s) to SBD for compliance review. Bidders who fail to submit the CSBE Make-up Plan and corresponding SOI by the Bid due date and time will be considered “non responsive.”

B. Community Small Business Enterprise Program Measures

1. In accordance with Miami-Dade County Ordinance No.'s 97-52 and 97-158; A.O. 3-22, the following CSBE Contract Measures have been established for this Project:

   a. Trade Set-Aside #1: Traffic Stripes and Markings: Painted and/or Thermoplastic

   The SBD Review Committee Project Worksheet is located in Appendix “C” to the Supplementary Conditions. Compliance with the CSBE provisions is required for all Bidders.

2. In accordance with Sections 2.20 and 2.26 (E) of CICC 7360-0/08 this Project is considered a single trade or primarily single trade project. None of the primary trade related work shall be subcontracted. Only ancillary work required to complete this Project may be subcontracted with prior approval from the Department and SBD.

3. Bidders must:

   a. Submit a completed Schedule of Intent Affidavit (SOI) along with the Bid Submittal Package;

   b. Place the completed SOI(s) on top of the bid package so that it can be readily identified by the Department during the bid opening. A completed SOI must be included for each CSBE subcontractor to be utilized on this Project. All subcontractors must be Certified CSBE firms. Bidders shall refer to the most current SBD CSBE Certification list available at http://www.miamidade.gov/sba/reports_cert_lists.asp.

4. The Department will forward the SOI(s) to SBD for compliance review. Bidders who fail to submit the SOI by the Bid due date and time will be considered “non responsive.”

1.05 SITE INVESTIGATION

1. The bidder, by virtue of submitting their bid, acknowledges that they and all their subcontractors have satisfied themselves as to the nature and requirements of similar work to be performed within Miami-Dade County Public Right-of-Ways. The general and local conditions include, but are not restricted to those bearing upon transportation and traffic maintenance; the disposal, handling and storage of materials; access roads to the site; site constraints, restrictions and limitations; the conformation and conditions of the work area; and the character of equipment and facilities needed prior to and during the performance of the Work.

2. Failure on the part of the bidder to completely or properly evaluate any factors of costs prior to bidding shall not form a basis for additional compensation if awarded the Contract.

1.06 CONTRACTOR QUALIFICATION REQUIREMENTS

A. Certificate of Competency Requirement:

1. Include with the bid submittal package, copies of certifications and documentation that demonstrate that at the time of Bid and pursuant to the requirements of Section 10-3 of the Code of Miami-Dade County, Florida and these Solicitation Documents, the Bidder holds a valid, current, and active:

   a. Certificate of Competency from the County's Construction Trades Qualifying Board as a General Engineering Contractor or as a Specialty Engineering Contractor, commensurate to the requirements of the Scope of Work, in one or more engineering crafts to include paving engineering contractor. The specialty contractor shall subcontract with a qualified contractor any work which is incidental to the specialty but is specified in the aforementioned Code as being the work of other than that of the Engineering Specialty for which certified; or

   b. Pursuant to Section 255.20, F.S. and in lieu of the above, the County may consider a bid from a Bidder that is a duly licensed Contractor in good standing that has been prequalified and considered eligible by the Florida Department of Transportation (FDOT) under Section 337.14, F.S. and Chapter 14-2, Florida Administrative Code, to perform the work described in the Contract Documents. Contractors seeking consideration under this Paragraph shall submit along with the bid submittal package for review and consideration, current copy(ies) of their FDOT Certificate(s) of Qualification, Certification of Work Underway, and Status of Contract(s) On Hand. Acceptable FDOT prequalification(s) necessary to perform the Work specified in the Contract Documents include the Flexible Paving Work Class.

1.07 AWARD OF CONTRACT

A. The award of the Contract, if it be made in the County's sole discretion, shall be to the lowest responsive and responsible bidder whose bid complies with all of the material terms of this solicitation and is determined to be in the best interest of the County.

B. A fully executed Notice to Proceed (NTP) Letter constitutes a contract with Miami-Dade County. The County may issue to the Contractor a NTP Letter only when, in the discretion of Miami-Dade County, all conditions for award have been satisfied including, but not limited to, compliance with all of the requirements set forth in the Recommendation for Award letter and the expiration of any applicable protest period. The Contractor must provide the County with the completed and fully executed NTP Letter prior to the date stated in the letter for commencement of the Work. The award is final only upon the County's receipt of a fully executed NTP Letter from the Contractor.

C. Without limiting the generality of the foregoing, the County may determine that it is in the County's best interest to award the Contract to the next low bidder when the low bidder's existing contractual commitments with the County, in the sole discretion of the County (a) could prevent the timely prosecution of the work requiring competing commitments of site, supervisory or home office personnel, or (b) could present potential conflicts with billing of similar items under existing contracts for similar or related work, or (c) could disfavor competition in the contracting industry in pricing or in the use of personnel or subcontractors.

D. By submitting a bid, the bidder acknowledges that the County shall have the right to investigate the existence of these factors in determining whether to award the bid, and to evaluate, without limitation, the bidder's outstanding commitments on other awarded contracts, its resources to perform the Work under the Contract, and its past performance.

E. The County reserves the right to waive any informality in, or to reject any or all bids. Bids from any person, firm or corporation in default upon any agreement with the County will be rejected.

F. The Bidders should be qualified by experience, financing, and equipment to do the work described in the Contract Documents. The County may require from the apparent lowest responsive and responsible Bidder, as a condition for Award, a list of the major construction equipment that is available to perform all the work required by the Contract. The list shall include all equipment required and available including: quantity; condition; make and model; whether owned or leased; and their present location. Actual proof of ownership (bills of sale or certified proof of a valid lease in the name of the firm submitting the Bid) of the equipment or the ability to secure the equipment prior to Contract Award is required. A visual inspection by the County of the equipment listed shall be facilitated within 10 days of submittal of the aforementioned list. Failure to meet the timeframes and conditions stipulated herein or in the Recommendation for Award may result in the disqualification of the Bidder.

G. For contracts $100,000 or greater, it is a condition of award for the successful bidder to submit a signed and completed First Tier Subcontractor / Direct Supplier Listing (Form provided). The Contractor shall not change or substitute subcontractors or suppliers from those listed without written approval from the County.

1.08 PAYMENT AND PERFORMANCE BONDS

A. Per Resolution R-593-13, no payment and performance bond shall be required for a contract of $200,000 or less.

B. For contracts greater than $200,000, the successful bidder shall submit, within the timeframe stipulated in the Recommendation for Award, duly executed Payment and Performance Bonds, meeting the requirements of Section 255.05, F.S., on the forms prescribed by the Department or in Cash, each in the amount of the total contract price (i.e. the accepted total amount bid plus any contingency and dedicated allowances attributable to the Contract), as security for the faithful performance of this Contract and for the payment of all persons performing labor or furnishing materials in connection therewith. If Cash is used in lieu of the bonds, all terms and conditions stipulated in the bonds shall be just as applicable.

C. The Performance and Payment Bonds shall have as the surety thereon only such surety company or companies as are acceptable to the County and are authorized to write bonds of such character and amount in accordance with the following qualifications:

1. All bonds shall be written through surety insurers authorized to do business in the State of Florida as surety, with the following qualifications as to management and financial strength according to the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey:

Bond Amount ($)	Best Rating
500,001 to 1,500,000	B V
1,500,001 to 2,500,000	A VI

2,500,001 to 5,000,000	A VII
5,000,000 to 10,000,000	A VIII
Over 10,000,000	A IX

2. On contract amounts of $500,000 or less, the bond provisions of Section 287.0935, F.S. shall be in effect and surety companies not otherwise qualifying with this paragraph may optionally qualify by:

   a. Providing evidence that the Surety has twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued.

   b. Certifying that the Surety is otherwise in compliance with the Florida Insurance Code, and;

   c. Providing a copy of the currently valid Certificate of Authority issued by the United States Department of the Treasury under ss. 31 U.S.C. 9304-9308.

3. Surety insurers shall be listed in the latest Circular 570 of the U.S. Department of the Treasury entitled "Surety Companies Acceptable on Federal Bonds", published annually. The bond amount shall not exceed the underwriting limitations as shown in this circular.

4. For contracts in excess of $500,000 the provision of Subarticle 2. above will be adhered to plus the company must have been listed for at least three consecutive years, or holding a valid Certificate of Authority of at least 1.5 million dollars and on the Treasury List.

5. Surety Bonds guaranteed through U.S. Government Small Business Administration or Contractors Training and Development Inc. will also be acceptable.

6. The attorney-in-fact or other officer who signs performance and payment bonds for a surety company must file with such bond a certified copy of his power of attorney authorizing him to do so. The performance and payment bonds must be counter signed by the surety's resident Florida agent.

D. The Payment and Performance Bonds must be executed on the forms provided by the Department after the recommendation of award has been made. Failure to do so shall result in the rescission of the contract award recommendation.

E. Provide the County with three executed originals of the Payment and Performance Bonds and a letter from the bonding agent granting Miami-Dade County authorization to date the Bonds.

F. The Performance Bond or Cash used in lieu of the Performance Bond shall remain in force for five (5) years from the date of final acceptance of the work to protect the County against losses resulting from defects in materials or improper performance of work under the Contract; provided however, that this limitation does not apply to suits seeking damages for latent defects in materials or workmanship, such actions being subject to the limitations found in Section 95.11(3)(c), Florida Statutes.

G. The cost of the bond(s) shall be included in the Total Amount Bid. No separate payment will be made for performance and payment bond.

H. The required bond(s) shall be written by or through and countersigned by a licensed Florida agent of the surety insurer pursuant to Section 624.425, F.S.

I. In the event the Surety on the bond(s) given by the Contractor becomes insolvent, or is placed in the hands of a receiver, or has its right to do business in its State of domicile or the State of Florida

suspended or revoked as provided by law, or in the event of cancellation of the required hands by the Surety, the County shall withhold all payments until the Contractor shall give good and sufficient bond(s) in lieu of the bond(s) executed by such Surety.

1.09 ADDITIONAL INSURANCE TO BE CARRIED BY CONTRACTOR

A. Subparagraphs 2.9A through 2.9G of the Special Conditions to the CICC 7360-0/08 are deleted and replace with the following:

1. Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or subcontractors. Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

The Contractor shall furnish to Miami-Dade County, c/o Miami-Dade County **Department of Transportation and Public Works, 111 NW 1st. Street, Miami Florida 33128**, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

a. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.

b. Commercial General Liability Insurance on a comprehensive basis, including Explosion, Collapse and Underground Liability coverage in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**

c. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage.

2. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

a. The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength, by Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or

b. The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Financial Services.

3. Certificates will indicate no modification or change in insurance shall be made without thirty (30) days in advance notice to the certificate holder.

NOTE: MIAMI DADE COUNTY CONTRACT NUMBER AND TITLE OF CONTRACT MUST APPEAR ON EACH CERTIFICATE.

CERTIFICATE HOLDER MUST READ: MIAMI-DADE COUNTY
111 NW 1st STREET
SUITE 2340
MIAMI, FL 33128

SECTION 4: SUPPLEMENTAL INFORMATION

SAMPLE PERFORMANCE AND PAYMENT BOND FORM

SURETY PERFORMANCE AND PAYMENT BOND

By this Bond, We _____, as Principal, whose principal business address is _____ _____, as Contractor under the contract dated _____, 20 ___, between Principal and Miami-Dade County for the construction of _____ _____ Project No. _____ (herein after referred to as "Contract") the terms of which Contract are incorporated by reference in its entirety into this Bond and _____, a corporation, whose principal business address is _____ as Surety, are bound to Miami-Dade County (hereinafter referred to as "County") in the sum of _____ (U.S. dollars) $_____, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

SAMPLE ONLY

THE CONDITION OF THIS BOND is that if Principal:

1. Performs all the work under the Contract, including but not limited to guarantees, warranties and the curing of latent defects, said Contract being made a part of this bond by reference, and in the times and in the manner prescribed in the Contract, including any and all damages for delay; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), 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 damages for delay, expenses, costs and attorney's fees, including appellate proceedings, that County sustains because of a default by Principal under the Contract, including but not limited to a failure to honor all guarantees and warranties or to cure latent defects in its work or materials within 5 years after completion of the work under the Contract; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the Contract, including all warranties and curing all latent defects within 5 years after completion of the work under the Contract;

then this bond is void; otherwise it remains in full force.

If no specific periods of warranty are stated in the Contract for any particular item or work, material or equipment, the warranty shall be deemed to be a period of one (1) year from the date of final acceptance by the County. This Bond does not limit the County's ability to pursue suits directly with the Principal seeking damages for latent defects in materials or workmanship, such actions being subject to the limitations found in Section 95.11(3) (c), Florida Statutes.

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.

SURETY PERFORMANCE BOND (Cont'd)

IN WITNESS WHEREOF, the above bounden parties have caused this Bond to be executed by their appropriate officials as of the _____ day of _____, 20 __.

SAMPLE ONLY

CONTRACTOR

_____
(Contractor Name)

BY: _____
(President) (Managing Partner or Joint Venture)

(SEAL)

COUNTERSIGNED BY RESIDENT
FLORIDA AGENT OF SURETY:

_____
(Copy of Agent's current
Identification Card as issued by
State of Florida Insurance Commissioner must be attached)

SURETY:

_____

By: _____
Attorney-in-Fact

(CORPORATE SEAL)

(Power of Attorney must be attached)

SECTION 5: SUPLEMENTARY CONDITIONS

SUPPLEMENTARY CONDITIONS

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1. SUPPLEMENTARY CONDITIONS

1.01 MISCELLANEOUS CONSTRUCTION CONTRACT (7360 PLAN)

A. These Supplementary Conditions amend or supplement the Miscellaneous Construction Contract (MCC) CICC 7360-0/08 the MCC, 7360 Plan, and other provisions of the Contract Documents as indicated below. All provisions that are not so amended or supplemented remain in full force and effect. All requirements of the Contract Documents, or portions thereof, which are not specifically modified, deleted, or superseded hereby, remain in full effect. The MCC Contract and Plan may also be supplemented elsewhere in the Contract Documents by provisions located in, but not necessarily limited to, Division 1 (General Requirements) of the Contract Specifications.

1.02 APPLICABLE WAGE RATES

A. Amend Paragraph 2.17 of the CICC 7360-0/08 Miscellaneous Construction Contract by adding the following:

1. The applicable Standard Industrial Classification (SIC) manual code is SIC 16 Highway Construction. The Responsible Wages and Benefits Schedule (Construction Type: Highway) for wages and benefits to be paid for work performed under this Contract will be the schedule in effect on January 1st of the calendar year in which the work is performed. The Responsible Wages and Benefits Schedule in effect at the time of Project Solicitation is provided as Appendix "A" to these Supplementary Conditions. Updated Responsible Wages and Benefits Schedules are available at http://www.miamidade.gov/smallbusiness/responsible-wages-and-benefits.asp

2. When a required classification is not listed as a separate class in the County's Responsible Wage rates schedule (e.g. Traffic Signal Technician), Contractor must use Davis-Bacon Wages for said classification.

1.03 CONTINGENCY ALLOWANCE FOR TIME

A. Paragraph 2.58 of the CICC 7360-0/08 Miscellaneous Construction Contract is hereby amended to provide a Contingency Allowance for time extension not to exceed ten percent of the original Contract Duration pursuant to a written request by Contractor for a time extension for an Excusable Delay, as described in Paragraph 2.58 of the 7360 Miscellaneous Construction Contract, that affects the critical path schedule of the Contract or any previously approved changes. The request must be accompanied by written documentation that supports the justification of a time extension, and is subject to review and concurrence by the department Engineer, or designee. If approved, a Contract Contingency Allowance Expenditure Authorization will be created for execution by all parties. Once executed the time extension will adjust the scheduled completion date. The cumulative total of all Contingency Allowance time extensions shall not exceed ten percent of the original Contract Duration rounded off to the next whole number.

1.04 WEATHER DELAYS

A. Schedule of Anticipated Weather Delay Days

1. The following schedule of average climatic range, based on National Oceanic and Atmospheric Administration (NOAA) normal data (1981-2010 Monthly Normals; GHCN Daily ID: USW00012839; MIAMI INTL AP, FL), will be used as the standard baseline for monthly evaluations of weather delays for this Contract.

Schedule of Anticipated Weather Delay Days												
Month	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Days	3	4	4	4	7	12	11	13	13	8	4	4

2. The above schedule provides the anticipated number of days each month during which construction activity exposed to weather conditions is expected to be prevented and suspended by cause of adverse weather. Suspension of construction activity for the number of days listed in the schedule, for each month, is included in the Work and is not eligible for extension of Contract Time. The Work Progress Schedule submitted by Contractor must reflect these anticipated adverse weather delays in all weather dependent activities.

B. Extension of Contract Time for Adverse Weather Days In Excess of the Standard Baseline

1. If the basis exists, in accordance with the Conditions of the Contract, for a claim for extension of time, an extension of time on the basis of weather may be granted only for the number of Weather Delay Days in a month that are in excess of the number of days listed above for that month in the Schedule of Anticipated Adverse Weather Delay Days.

2. Adverse Weather Day is defined, for the purpose of this Article, as the occurrence of one or more of the following weather conditions within a twenty-four (24) hour day that prevents scheduled critical path construction activity exposed to weather conditions:

   a. Precipitation in excess of one-tenth inch (0.10").

   b. Temperatures that do not rise above that required for the day's construction activity, if such temperature requirement is specified or accepted as standard industry practice.

   c. Sustained wind in excess of twenty-five (25) miles per hour.

3. Adverse Weather Day may include “dry-out” days, resulting from precipitation that occurs beyond the Anticipated Weather Delay Days for the month, only if there is a hindrance to site access or sitework and Contractor has taken all reasonable accommodations to avoid such hindrance; and, at a rate no greater than 1 make-up day for each precipitation day (or consecutive days) that total 1.0 inch or more of precipitation.

4. A Weather Delay Day may be counted by the Engineer, if adverse weather prevents work on the Project for fifty percent (50%) or more of the Contractor’s normal scheduled work day and critical path construction activities were included in the day’s schedule, including a weekend day or holiday approved by the Engineer with construction activity scheduled that day.

5. No additional compensation will be made for weather delays.

C. Contractor Documentation and Submittals

1. Organize claim to facilitate evaluation by calendar month and submit in accordance with the claims submittal requirements of the Contract Documents. Documentation is required for each Adverse Weather Day that results in a Weather Delay. Identify the number if days claimed for the month that exceeds the Schedule of Anticipated Adverse Weather Delays. Documentation must include:

    a. Daily jobsite work logs showing which and to what extent critical path construction activities have been affected by adverse weather.

    b. Daily weather data, obtained from the nearest NOAA weather station or other independently verified source approved by Engineer at beginning of the Project, to support claim for time extension. NOAA Global Historical Climatology Network (GHCN) Daily data may be obtained from the NOAA website at http://www.ncdc.noaa.gov/cdo-web/search.

2. If an extension of Contract Time is appropriate and approved by the Department, such extension will be made in accordance with the requirements of the Contract Documents.

1.05 ADDITIONAL FUNDING SOURCE PROVISIONS

A. Contractor must comply with all requirements of the funding sources(s) for work issued under this Contract.

1.06 ADDITIONAL SBE-CONST CONTRACT MEASURE REQUIREMENTS

A. In accordance with Miami-Dade County Ordinance No.'s 97-52, 14-98, and 97-158; A.O. 3-22, a Small Business Enterprise-Construction (SBE-CONST) Contract Measure has been established for this Project. SBD Worksheet can be found under Appendix “B” to these Specifications Contractor must comply with the requirements of the Internal Services Department, Small Business Development Division (SBD) Small Business Enterprise-Construction Program (SBE-CONST) Participation Provisions and Small Business Enterprise Goods and Services (SBE-GS). A current copy of the provisions may be obtained at http://www.miamidade.gov/business/business-certification-programs.asp.

B. Unless waived by majority vote of the Miami-Dade Board of County Commissioners, Contractor must comply with the following provisions for all contracts where a SBE-CONST subcontractor goal(s) is established for SBE-CONSTs to perform and achieve said goals:

1. No SBE-CONST firm entering into a subcontract for $200,000 or less shall be required to execute and deliver a payment and performance bond as a condition of executing such subcontract or performing the work unless, in the case of a subcontract, the prime contractor has requested from the County, and the County has approved prior to the execution of the subcontract, such request based on information submitted by the prime contractor. Such information shall include, but not be limited to, the following: (1) subcontractor's prior work history; (2) subcontractor's number of years in business; (3) scope of work; (4) conditions affecting the work; (5) value of the subcontract; (6) schedule considerations; (7) subcontract terms; and (8) any other factors that may affect risk.

2. Upon the mutual agreement between the prime contractor and SBE-CONST, the SBE-CONST may be paid up to five percent (5%) of the value of the subcontract, exclusive of contingencies, in advance, upon written evidence reasonably satisfactory to the Internal Services Department, Small Business Development Division "SBD") of the SBE-CONST's imminent expenditure of those funds for mobilization directly related to the work. Such written evidence may include,

but is not limited to, executed contracts, purchase orders, and invoices, and must be submitted to SBD and the contracting department.

3. Upon mutual agreement between the prime contractor and SBE-CONST subcontractor and prior approval by SBD, provided that (i) the SBE-CONST subcontractor is not in breach of its payment and performance obligations under the subcontract, and (ii) the SBE-CONST subcontractor is responsible for the negotiation and purchase of materials, the prime contractor shall pay directly for the purchase of any material to be incorporated in the work which is the object of the SBE-CONST's subcontract. Such direct payment shall be made by dual party check made payable to the material supplier and the SBE-CONST subcontractor and shall be credited against the prime contractor's payment obligations under the subcontract and credited against the agreed items in the schedule of values where the materials were used.

4. The retainage withheld from payments to SBE-CONST subcontractor(s) shall not exceed 5 percent (5%), after fifty percent (50%) completion of the work and materials under the SBE-CONST subcontractor(s) contract. Any and all amounts withheld in retainage under a SBE-CONST's subcontract shall be paid in full upon satisfactory completion and acceptance of the SBE-CONST's work in compliance with its subcontract within the same number of days that the County has mandated as the billing cycle for said contract in operation, or within forty (40) calendar days of submittal of such billing(s) by the SBE-CONST subcontractor(s) to the prime contractor, whichever is less, regardless of whether the prime contractor has received payment from the County.

5. Within five (5) working days of the prime contractor becoming aware of a performance problem with a SBE-CONST, the prime contractor shall notify the SBE-CONST of such problem, in writing and with sufficient specificity to allow the SBE-CONST to identify and redress the problem, and shall allow the SBE-CONST a reasonable cure period. Disputes between the prime contractor and any SBE-CONST shall be submitted to SBD for expedited alternative dispute resolution.

6. A prime contractor shall not require of any SBE-CONST more than the minimum insurance coverage ($300,000 General Liability, $300,000 Automobile and Worker's Compensation in accordance with state law) unless the prime contractor has requested from the County, and the County has approved prior to the execution of the subcontract, such request based on information submitted by the prime contractor. Such information shall include, but not be limited to, the following: (1) work discipline covered by the subcontract; (2) subcontractor's prior work history; (3) subcontractor's number of years in business; (4) scope of work; (5) conditions affecting the work; (6) value of the subcontract; (7) schedule considerations; (8) contract terms; and (9) any other factors that may affect risk.

1.07 COMMUNITY WORKFORCE PROGRAM

A. In accordance with Miami-Dade County Code §2-1701 and amended by Ordinance No. 13-66, this Contract has a 10% Community Workforce Program (CWP) Goal. Contractor is required to comply with CWP Participation. Additional information is available at the County's website at http://www.miamidade.gov/smallbusiness/community-workforce-program.asp.

B. Contractor must submit a Workforce Plan to the Miami-Dade County Internal Service Department, Small Business Development Division through the Department (via the Engineer) within 15 days from the Notice to Proceed. The Workforce Plan form along with instructions on how to complete the Workforce Plan can be obtained in the County's website at http://www.miamidade.gov/smallbusiness/business-development-forms.asp.

1.08 CLEARINGHOUSE FOR POSTING NOTICE OF JOB OPPORTUNITIES

A. Pursuant to Miami-Dade County Resolution R-1145-99, Contractor must post a notice of job opportunities with the Miami-Dade County Job Clearinghouse (JCH) within ten (10) business days of the contract award or no later than five (5) business days after start of construction. If job opportunities are available, complete all portions of the Notice of Construction Clearinghouse Job Opportunity form (Form B). If no job opportunities are available, complete a JCH Affidavit- No Notice(s) of Construction Job Opportunities form (Form C). Submit the completed Form B or C (with copies to the Engineer) to:

   Miami-Dade County Internal Service Department
   Small Business Development Division
   Project Review and Analysis Section
   Attention: Job Clearinghouse
   111 NW 1st Street, 19th floor
   Miami, Florida 33128
   Telephone: (305) 375-3111 Fax (305) 375-3160

B. Job applicants interested in posting an application for employment to be considered by contractors with job openings may complete a JCH Construction Clearinghouse Job Application (Form A) and submit it to the address provided in the Form.

C. The necessary forms are provided as Appendix "C" to these Supplementary Conditions. Additional information pertaining to the Miami-Dade County Job Clearinghouse is available in the County's website at http://www.miamidade.gov/sba/about-us-job-clearinghouse.asp.

1.09 EMPLOY MIAMI-DADE PROGRAM

Except where state or federal laws or regulations mandate to the contrary, all contractors and subcontractors of any tier performing on a County Construction Contract shall satisfy the requirements of this Article.

A. In accordance with Section 2-11.16 of the Code of Miami-Dade County and Implementing Order No. 3-63 (online at http://www.miamidade.gov/smallbusiness/business-development-legislation.asp), all contractors and subcontractors of any tier on (i) construction contracts valued in excess of $1 million for the construction, demolition, alteration and/or repair of public buildings, or public works; or (ii) contracts or leases valued in excess of $1 million for privately funded construction, demolition, alteration or repair of buildings, or improvements on County-owned land shall comply, if applicable, with the following referral procedures:

   1. Career Source South Florida shall compile and maintain the Employ Miami-Dade Register.

   2. The Contractor will notify Career Source South Florida of the vacancy by completing a Job Opening Form on the Employ Miami-Dade website (https://iapps.southfloridaworkforce.com/employmiami/). The job order must contain a detailed description of the job responsibilities and qualifications.

   3. Career Source South Florida will then provide a list of qualified candidates available to the Contractor with copy to the Compliance Officer.

   4. Contractor will review the resumes and qualifications of the candidates, conduct interviews with those candidates who satisfy the minimum competency requirements, and make a good faith

effort to fill at least 20% of the labor workforce required per Contractor's Construction Workforce Plan from the Employ Miami-Dade Register through Career Source South Florida.

5. Positions filled from the Employ Miami-Dade Register must be full-time, for at least 120 days, in order to be considered towards attainment of the 20% labor workforce threshold herein.

6. If the 20% labor workforce per Contractor's Construction Workforce Plan from Employ Miami-Dade is not met on the contract, the Contractor must provide the Compliance Officer with a detailed explanation of its efforts.

7. Career Source South Florida may have funds to pay a portion of the salaries for Employ Miami-Dade participants. It shall be the responsibility of the Contractor to contact Career Source South Florida directly to determine eligibility for, and make arrangements as applicable with, Career Source South Florida to pay a portion of the salaries for a specified period and/or during on the job training for the Employ Miami-Dade participants employed on the contract.

B. Prior to the issuance of a Notice to Proceed, Contractors must also submit the following:

1. A Construction Workforce Plan (Form RFTE 2) and supporting documentation including:

a. Specifying the total number of positions by trade that will be used by the Contractor and subcontractors to perform all the of the construction labor work.

b. Indicate the number of positions to be filled by the Contractor from the Employ Miami-Dade Register.

c. Contractor shall submit an updated Construction Workforce Plan to the Contracting Officer on a monthly basis.

C. Within thirty (30) days of completion, and prior to final payment, Contractors must also submit a Workforce Performance Report (Form RFTE 4) that includes the following information:

1. The total number of construction labor work positions performed by Employ Miami-Dade participants with supporting documentation.

2. Supporting documentation verifying reasonable efforts to promote Employ Miami-Dade if 20% labor workforce threshold was not met per Contractor's Construction Workforce Plan from the Employ Miami-Dade Register.

3. Determination if employee(s) will be retained beyond the contract.

D. The awarded Contractor is hereby notified that the County will consider whether a Contractor made its best reasonable efforts to promote Employ Miami-Dade on this contract, as defined in AO 3-63, as part of the County's evaluation and responsibility review of the Contractor for new County contract awards.

1.10 RESIDENTS FIRST TRAINING AND EMPLOYMENT PROGRAM COMPLIANCE

Except where state or federal laws or regulations mandate to the contrary, all contractors and subcontractors of any tier performing on a County Construction Contract shall satisfy the requirements of this Article.

A. In accordance with Section 2-11.17 of the Code of Miami-Dade County and Implementing Order No. 3-61 (copies attached or online at http://www.miamidade.gov/smallbusiness/business-

development-legislation.asp), all contractors and subcontractors of any tier on (i) construction contracts valued in excess of $1 million for the construction, demolition, alteration and/or repair of public buildings, or public works; or (ii) contracts or leases valued in excess of $1 million for privately funded construction, demolition, alteration or repair of buildings, or improvements on County-owned land shall comply, if applicable, with the following:

1. Bidders must:

   a. Submit a completed Responsible Contractor Affidavit (Form RTFE 1), along with the Bid Submittal Package. The Responsible Contractor Affidavit shall verify the following:

      1) Prior to working on the project, all persons employed by the contractor on the project to perform construction have completed the OSHA 10-hour safety training course, and

      2) Contractor will make its best reasonable efforts to have 51 percent of all construction labor hours performed by Miami-Dade County residents. County residents employed in furtherance of the goal set forth in the County's Community Workforce Program (CWP) shall be counted towards the 51% goal.

   b. In the event that form RTFE 1 is not submitted along with the bid package, the County will provide a notice that the bidder has 48 hours from the time of notification to submit the form or their bid or proposal will be deemed nonresponsive and disqualified.

2. Prior to the issuance of a Notice to Proceed, contractors must also submit the following:

   a. A Construction Workforce Plan (Form RFTE 2) and supporting documentation;

   b. A list of all subcontractors to be used on the project;

   c. A Responsible Subcontractor Affidavit (Form RFTE 1) for each subcontractor; and

   d. A list of all employees currently employed by the contractor.

3. Submit OSHA Safety Training Affidavit (Form RFTE 3) with all certified payrolls.

4. Submit a Workforce Performance Report (Form RFTE 4) within 30 business days of completion of the Project.

5. Any lessee shall include requirements of Section 2-11.7 of the Code of Miami-Dade County and Implementing Order No. 3-61, including the right of the County to access the contractor's and subcontractors' records to verify compliance, in any contract, subcontract, or sublease. Lessee shall be responsible to the County for payment of compliance monitoring costs and any penalties found due.

6. Forms RFTE 1, RFTE 2, RFTE 3, and RFTE 4 are included under Appendix "D" to these Supplemental Conditions.

1.11 ACCEPTANCE TESTS

A. Replace Article 2.89 of the CICC 7360-0/08 Miscellaneous Construction Contract with the following:

B. When Contractor informs Engineer that the Work is ready for inspection and testing, Engineer may request, from a County approved laboratory, the tests necessary to confirm that the required material, compaction, or work specifications are met. If the results of the tests reveal that the applicable specifications have not been met, Contractor, without additional compensation, must

perform, to the satisfaction of Engineer, all work necessary to meet the applicable specifications and is responsible for the costs of all re-testing required by Engineer and the Contract Documents.

C. The Department will pay the laboratory for the first test (pass or fail); any re-testing will be the responsibility of Contractor. The Department will only pay for re-testing when authorized, in writing, by Engineer.

D. Contractor must comply with the conditions of the agreement between Miami-Dade County and Laboratory.

1.12 MIAMI-DADE COUNTY'S USER ACCESS PROGRAM (UAP).

A. On November 5, 2013 the Board of County Commissioners adopted Ordinance No. 13-103 eliminating the construction contract exemption to the User Access Program set forth in Section 2-8.10 of the Code of Miami-Dade County with the exception of Miscellaneous Construction Contract Program contracts with a total contract value of less than $500,000. Ordinance No. 13-103 retained the other exemptions listed in Section 2-8.10 of the Code including an exemption for contracts "funded with any funding source, including federal, which prohibits or restricts the application of the credit to the County effected in the UAP." As bond funding would be a funding source "which prohibits or restricts the application" of the UAP, construction contracts funded by bond proceeds (e.g., General Obligation Bond (GOB), People's Transportation Plan (PTP)) remain exempt from the application of the County's User Access Program.

B. If applicable, this Contract is subject to a user access fee under the County's User Access Program (UAP) in the amount of two percent (2%) pursuant to Miami-Dade County Budget Ordinance No. 03-192. All construction services provided under this contract are subject to the 2% UAP. This fee applies to all Contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity. From every payment made to the Contractor under this contract (including the payment of retainage), the County will deduct the two percent (2%) UAP fee provided in the ordinance and the Contractor will accept such reduced amount as full compensation for any and all deliverables under the contract. The County shall retain the 2% UAP for use by the County to help defray the cost of its procurement program. Contractor participation in this pay request reduction portion of the UAP is mandatory.

1.13 EMPLOYMENT ELIGIBILITY VERIFICATION

A. By entering into this Contract, the Contractor affirms its enrollment and participation in the Federal work authorization program known as "E-Verify", web address https://e-verify.uscis.gov/enroll operated by the United States Citizenship and Immigration Services Bureau of the United States Department of Homeland Security, to verify information under the terms governing use of the system.

B. The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. All persons employed by the Contractor during the term of the Contract to perform employment duties within Florida; and

2. All persons, including subcontractors, assigned by the Contractor to perform work pursuant to the Contract.

C. The Contractor shall also be responsible for entering into an agreement, with each and every vendor and subcontractor, that states that the vendor or subcontractor (and their vendors) is independently responsible for its own employment decisions, including hiring, disciplinary and termination decisions; and is participating in the "E-Verify" program to confirm, under the terms governing use of the system, the employment eligibility of all persons assigned to perform work or provide materials and services in support of this Contract.

D. Miami-Dade County reserves the right, at any time, to request supporting documentation, as evidence of services provided and demonstration of compliance with the above requirements.

1.14 NONDISCRIMINATION

A. During the performance of this Contract, Contractor agrees to not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression, status as victim of domestic violence, dating violence or stalking, or veteran status, and on housing related contracts the source of income, and will take affirmative action to ensure that employees and applicants are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

B. By entering into this Contract, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit pursuant to this Resolution or the Contractor violates the Act or the Resolution during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

1.15 CONTRACTOR DUE DILIGENCE AFFIDAVIT

A. In accordance with Board of County Commissioners Resolution 63-14, Contractor, as a condition of award, must submit Contractor Due Diligence Affidavit Form on any contract that exceeds $1 million, or that is otherwise subject to Board approval.

1. Affidavit is attached in Section 2 of these Solicitation Documents and must be included in the solicitation package. Form requires that Contractors attest to the following under oath:

   a. All of the lawsuits that have been filed against that entity, its directors, partners, principals, and/or board members, based on breach of contract by that entity in the five years prior to bid or proposal submittal, including the case name and number and the disposition of the case;

   b. Any instances in the five years prior to bid or proposal submittal where that entity has been defaulted and a brief description of the circumstances; and

   c. All of the instances in the five years prior to bid or proposal submission where that entity has been debarred or received a formal notice of non-compliance or non-performance, such as a notice to cure or a suspension from participating or bidding for contracts, whether related to Miami-Dade County or not.

B. It is the responsibility of the Contractor to return the fully executed Affidavit at the time of bid or proposal submittal. This affidavit will be used as an additional measure of due diligence prior to award of a contract.

1.16 LIQUIDATED DAMAGES.

Expand Subarticle 1.06 J from the DTPW General Requirements as follows:

A. Engineer will issue a Work Order identifying the location, description and amount of work to be accomplished. Notify Engineer prior to beginning work on the project.

B. Initial Work Order may be issued with the Notice to Proceed. Contractor will be allowed fourteen (14) calendar days from receipt of the initial Work Order to respond and begin work. The fourteen (14) calendar days begin on the date the work order is received in person, by fax or by certified mail. Contractor will be expected to respond and begin work within five working days of receipt of any subsequent Work Order. If a start date later than 5 working days is identified in a Work Order, Contractor will be expected to begin work by the start date identified in the Work Order.

C. Charging of Contract time will begin on the actual day that work begins at the site, but no later than:

1. the 14th calendar day from receipt of the initial Work Order; or

2. the 5th working day from receipt of any subsequent Work Order; or

3. the “start date “ identified in a Work Order (as described above) that is applicable to the specific Work Order issued.

D. If the Contractor does not begin work by the end of the day provided by the Work Order, or if the assignment of work on the Work Order is not complete within the number of calendar days specified on the Work Order, then the County may assess the Contractor, not as a penalty but as liquidated damages, the amount shown in Subarticle 1.06, J, 2, Liquidated Damages, of the DTPW General Requirements.

E. All work locations will be described with sufficient particularity that will allow Contractor to proceed immediately to the location with minimum delay. The County will make every reasonable effort to plan work locations and develop work documents in systematic and concentrated regions so as to minimize the Contractor's travel requirements. A Pre-Work Conference may be scheduled prior to the commencement of work in accordance with DTPW General Requirements.

F. Upon completion of the assigned work of the Work Order, notify Engineer. Certify that the work quantities and quality were accomplished in accordance with these specifications by signing and returning the Work Order to the Department. All work completed will be reviewed to verify quantity and quality prior to approval of the Work Order.

G. Should inclement weather limit or stop the work, notify Engineer of such. Article 1.04 of these Supplemental Specifications describe Weather Delays adjustments.

Limitation or work stoppage. Schedule work in a manner that prevents delays, stoppages and rework.

APPENDIX A TO THE SUPPLEMENTARY CONDITIONS

MIAMI-DADE COUNTY WAGES AND BENEFITS

MIAMI-DADE COUNTY, FLORIDA

RESPONSIBLE WAGES AND BENEFITS

SECTION 2-11.16 OF THE CODE OF MIAMI-DADE COUNTY

SUPPLEMENTAL GENERAL CONDITIONS

WAGES AND BENEFITS SCHEDULE

Construction Type: **HIGHWAY**

Highway Construction projects include the construction, alteration or repairs of roads, streets, highways, runways, taxiways, alleys, trails, paths, parking areas, and other similar projects not incidental to building or heavy construction

NOTICE TO EMPLOYEES

FAIR WAGE AFFIDAVIT

PAYROLL FORM
(For Contractors Optional Use)

2016

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RESPONSIBLE WAGES AND BENEFITS
CONSTRUCTION TYPE: HIGHWAY

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SUPPLEMENTAL GENERAL CONDITIONS TO BIDDERS

Bidders are advised that the provisions of §2-11.16 et seq., Code of Miami-Dade County, Responsible Wages on County Construction Contracts, will apply to any contract awarded pursuant to this bid. By submitting a bid under these provisions, a bidder agrees to comply with these provisions of the Code and to acknowledge awareness of the penalties for non-compliance. A copy of the Code may be obtained from the department issuing the specifications for this bid or online at http://www.municode.com/resources/gateway.asp?pid=10620&sid=9.

This Supplemental General Condition is organized with the following sections:

1. Minimum Wages and Posting of Information
2. Liability for Unpaid Wages, Liquidated Damages and Withholding
3. Payrolls Records, Reporting and Inspection of Records
4. Subcontracts
5. Complaints, Hearings and Contracts Termination and Debarment
6. Apprentices and Trainees

1. MINIMUM WAGES AND POSTING OF INFORMATION

A. Minimum Wages

All employees working on the project must be paid the hourly rate and benefits listed in the Wages and Benefits Schedule. Payment to workers shall be made in the form of check, money order or direct deposit. Cash payments are not allowed. The rates paid shall be not less than those contained in the Wage and Benefits Schedule regardless of any contractual relationship that may exist between the contractor and the workers hired to perform under the contract. For any classification of workers, the hourly rate paid must equal the sum of the base rate and the fringe benefit rates listed for that classification in the Wage and Benefits Schedule. Paying below the base rate is not acceptable, even if the value of the fringe benefits exceed the value of the required contribution. Paying the base wage rate or above and making payments to legitimate fringe benefits providers on behalf of workers is acceptable.

Wages and benefits listed in the Wages and Benefits Schedule, previously revised every calendar quarter, will be reviewed and increased, if appropriate, once a year, on January 1st. The rates for wages and benefits to be paid for work performed under this contract and during each subsequent calendar year will be the rate in effect on January 1st of the year in which the work is performed.

B. Fringe Benefits

The contractor, or any subcontractor under the contractor, may pay the base rate to

the employee plus pay contributions to employee benefit plans; or, pay the base rate plus the benefit rate in the Wages and Benefits Schedule in the form of check, money order or direct deposit, but not cash. If the value of the fringe benefits is less than the hourly amount required in the wage schedule the difference must be paid to the employee. Payments made to health insurance companies for hospitalization and medical costs, to dental insurance companies for dental costs, retirement plans, and life insurance companies for life insurance are fringe benefits.

C. More than One Classification

Workers must be paid the appropriate base rate and fringe benefits on the Wages and Benefits Schedule for the classification of work actually being performed without regard to skill. Workers performing work in more than one classification may be paid at the rate listed for each classification for the time they worked; however, the employer's payrolls must accurately show the time spent in each classification in which work is performed. This does not apply to workers performing tasks that are incidental to the trade they are working in, such as handling materials they will be installing or cleaning up the worksite after they complete their work.

D. Davis-Bacon

For any class of worker that is NOT listed in the Wages and Benefits Schedule, the minimum wage rate is the "basic hourly rate of pay" (as defined in 29 C.F.R. § 5.24) and of the fringe benefits payments for hospitalization, medical, pension and life insurance for such class under the United States Secretary of Labor's applicable Davis-Bacon Wage Schedule in effect for Miami-Dade County. If you do not find a wage classification in the Wages and Benefits Schedule that describes the work actually being done, you must contact the Small Business Development before using a Davis-Bacon wage rate to pay workers. Questions concerning the comparability of worker classifications or the applicability of Davis-Bacon classifications will be determined by the County.

E. Complaints by Workers

Any complaints of underpayment by the workers should be filed with:

Small Business Development
Internal Services Department
111 N.W. 1st Street, 19th Floor, Miami, Florida 33128
(305) 375-3111

Neither the contractor, nor any subcontractor on the project, may terminate an employee performing work on the contract because of such employee's filing a complaint regarding underpayment of required wage rates.

F. Posting of Wages

The contractor and all subcontractors must permanently post the Wages and Benefits Schedule, together with a notice of the fines that may be assessed to the contractor or subcontractor, for failure to pay the required wage rates, at the site where the contract work is being performed in a prominent and accessible place where it can be easily seen by the workers. Failure to post the Wage and Benefits Schedule will be the basis of a violation.

2. LIABILITY FOR UNPAID WAGES; PENALTIES; WITHHOLDING

A. Compliance by Bidders.

In the event of underpayment of the required wage rates, the contractor shall be liable to the underpaid employee for the amount of such underpayment. In addition, the contractor shall pay a penalty in accordance with the requirements of the Code and section 2B of below. Bidders must pay all back wages and penalties on previous contracts before being awarded a new contract.

B. Penalties

In addition to any under payment due to employees, contractors may be fined a penalty in an amount equal to 10% of the first underpayment; 20% of the amount of the second underpayment; for the third and successive underpayments, a penalty in an amount equal to 30% of the underpayment. A fourth violation will constitute a default of the contract and may be cause for a suspension or termination. If the required payments are not made within the specified period of time, the non-complying contractor and principal owners thereof shall be prohibited from bidding on or participating in County contracts for a period of three (3) years.

C. Withholding Contractor Payments

The County may stop payment of monies to the contractor necessary to pay any wages that are required and any penalties owed by the contractor or subcontractor. The withheld monies shall be given to the employee only in accordance with the provisions of Section 5, "Complaints and Hearings; Contract Termination and Debarment".

3. PAYROLL; BASIC RECORDS; REPORTING

A. Payroll Records

The contractor, and all subcontractors, must keep accurate written records, signed under oath as true and correct, showing payment of the required wages. These records must include the name, social security number of each worker, his or her address, correct classification, per hour rates of wages paid (including rates of contributions or costs anticipated for legitimate fringe benefits), and daily and weekly number of hours worked on this project. In addition, the contractor must submit a list of

all subcontractors and the payrolls of each subcontractor that include the name, social security number, address and phone number, per hour rate for wages paid (including costs of legitimate fringe benefits), and the daily and weekly number of hours worked on this project. Contractors employing apprentices or trainees under approved programs shall keep records of the registration or apprenticeship programs, the certification of trainee programs, the registration of the apprentices and trainees, and wage rates as required by the applicable programs, in accordance with the provisions of Section 6 “Apprentices and Trainees”.

B. Form

The contractor shall submit all payrolls with each request for payment. Information submitted on U.S. Department of Labor form WH-347 or on a form acceptable to the County as its equivalent, and which is signed under oath, will satisfy these requirements.

C. Inspection of Records

The contractor or subcontractor must make these records available for inspection and copying by an authorized representative of the County, and shall allow such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the reports or make the records on which they are based available, the County may, after written notice to the contractor, cause the stoppage of payments. Also, failure to submit the reports upon request or make the records available may be reason for debarment. The prime contractor is responsible for the submission of the information required and for the maintenance of records and provisions of access to same by all subcontractors.

4. SUBCONTRACTS

The contractor must insert into any subcontracts the clauses set forth in paragraphs 1 through 6 of this Supplemental General Conditions and also a clause reminding their subcontractors to include these paragraphs in any lower tier subcontract. The prime contractor will be responsible for compliance by all subcontractors and their lower tier subcontractors with the clauses set forth in paragraphs 1 through 6 of this Supplemental General Conditions. In the event of non-payment or underpayment of the required wages, the prime contractor shall be liable to the underpaid employees of the subcontractor for the amount of each underpayment.

5. COMPLAINTS AND HEARINGS; CONTRACT TERMINATION AND DEBARMENT

A. Complaints

Upon receipt of a written complaint or identification of a violation pertaining to an employee wage underpayment of the required overall hourly rates, the County will

notify the contractor or subcontractor employing said workers of the complaint/violation. The notice shall include a brief description of the said complaint/violation, the dollar amount that the contractor or subcontractor is liable for in back wages and fines, the required corrective action(s) to be taken and the due date for payment of back wages and fines or to request a compliance meeting. Failure to comply or request a compliance meeting within the due date specified (30 days, see Implementing Order 3-24) shall constitute a waiver of the contractor's or subcontractor's right to a compliance meeting, and that such waiver shall constitute an admission of the complaint/violation.

The County may withhold from the contractor so much accrued payments as may be considered necessary by the Contracting Officer to pay employees of the contractor or subcontractor under them for the performance of the contract work, the difference between the combined overall hourly wage rate and benefits required to be paid by the contractor to the employee on the work and the amounts received by such employee and to satisfy any fines outstanding where violations have been found. In the event of failure of such negotiations, the prime contractor may request the appointment of a hearing officer.

B. Hearings

Upon timely receipt of a request for an administrative hearing before a hearing officer to appeal a determination of non-compliance, the County Mayor shall appoint a hearing officer and fix a time for an administrative hearing thereon. A notice of hearing (together with a copy of SBD's determination of non-compliance) shall be served upon the contractor (or subcontractor). Upon completion of the hearing, the hearing officer shall submit proposed written findings and recommendations together with a transcript of the hearing to the County Mayor within a reasonable time. The County Mayor or designee will review the findings and recommendations of the hearing officer, and decide to accept or reject the recommendations of the Administrative Hearing Officer either with or without modifications.

C. Penalties

If the County Mayor or designee determines that the contractor or subcontractor substantially or repeatedly failed to comply, the non-complying contractor or subcontractor and the principal owners thereof shall be prohibited from bidding or otherwise participating in County contracts for the construction, alteration and/or repair, including painting or decorating, of public buildings or public works for a period of three years. The County Mayor or designee may order the withheld amount equal to any underpayment remitted to the employee. In addition, the County Mayor or designee may order payment of a penalty to the County. If the required payment is not made within a reasonable period of time, the County Mayor or designee may order debarment as described above.

A breach of the clauses contained in this Supplemental General Condition shall be

deemed a breach of this contract and may be grounds for termination of the contract, and for debarment.

6. APPRENTICES AND TRAINEES

A. Apprentices

Apprentices will be permitted to work at less than the rate listed in the Wages and Benefits Schedule for the work they perform when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau, or if a person is employed in his or her first 90 days probationary employment who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a state apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

The number of apprentices shall not be greater than the ratio listed in the Wages and Benefits Schedule. Any worker listed as an apprentice on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, must be paid not less than the wage on the Wages and Benefits Schedule for the classification of work actually performed.

B. Apprentice Ratio

If the number of apprentices working on the project, is greater than the ratio permitted, the apprentices must be paid the journeyman wage rate on the Wages and Benefits Schedule for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in the percentages of the journeyman's hourly rate) specified in the contractor's or subcontractors registered program shall be observed. Every apprentice must be paid at least the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable schedule.

C. Apprentice Fringe Benefits

Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable apprentice classification; fringe benefits shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a state apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work

performed until an acceptable program is provided.

D. Trainees

The rules for trainees are similar to those of apprentices. Except as provided in 29 C.F.R. § 5.16, trainees cannot work for less than the predetermined rate listed in the Wages and Benefits Schedule unless they are registered in a program certified by the U. S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site must not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Trainees must be paid fringe benefits in accordance with the Trainee Program. If the Trainee Program does not specify fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the administrator of the wage and hour division determines that the rate is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination, which provides for less than the full fringe benefits for apprentices.

E. Summary of Apprentices and Trainees

Any worker who is not registered in a training plan approved by the Employment and Training Administration must be paid not less than the wage rate on the Wages and Benefits Schedule for the work actually performed without regard to skill. In addition, if the number of apprentices and trainees are in excess of the ratio permitted under the registered program, then the wages that must be paid are those listed on the Wages and Benefits Schedule for the work actually performed by the apprentices or trainees. If the Employment and Training Administration cancels approval of an apprenticeship or training program, the contractor will no longer be permitted to pay the trainees or apprenticeship rate.

MIAMI-DADE COUNTY
§2-11.16 CODE OF MIAMI-DADE COUNTY
RESPONSIBLE WAGES AND BENEFITS SCHEDULE
2016

"HIGHWAY CONSTRUCTION"

TRADE/WORK LEVEL CLASSIFICATION	PER HOUR WAGE RATE	PER HOUR HEALTH BENEFIT (1)	PER HOUR PENSION BENEFIT	COMBINED DOLLAR VALUE
CARPENTERS				
Carpenters	$ 22.50	$ 4.00	$ 3.00	**$ 29.50**
Foreman (5 or more workers)	24.30	4.00	3.00	**31.30**
Foreman (12 or more workers)	25.20	4.00	3.00	**32.20**
General Foreman	26.10	4.00	3.00	**33.10**
Apprentices:				
1st 6 month period	$ 13.95	$ 4.00	$ 3.00	**$ 20.95**
2nd 6 month period	15.08	4.00	3.00	**22.08**
3rd 6 month period	16.20	4.00	3.00	**23.20**
4th 6 month period	17.33	4.00	3.00	**24.33**
5th 6 month period	18.45	4.00	3.00	**25.45**
6th 6 month period	19.58	4.00	3.00	**26.58**
7th 6 month period	20.70	4.00	3.00	**27.70**
8th 6 month period	21.83	4.00	3.00	**28.83**

NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section - http://www.fldoe.org/workforce/apprenticeship. Please see page 6 of the Supplemental General Conditions for more information.

(1) Per hour health benefit includes hospitalization, medical, and life insurance.

Forms

The fabrication and re-fabrication of all forms and dismantling of forms when they are to be reused. This includes removable corrugated metal forming systems and all other patented forming systems. When power rigging is used in the setting or dismantling of forms, and the necessary false work, all handling, rigging and signaling. The setting, leveling and aligning of all templates for anchor bolts for structural members, machinery, and the placing, leveling, bracing, burning and welding for all bolts. The installation of embedded materials where attached to forms and/or embedded materials for machinery. Framing in connection with the setting of bulkhead; fabrication of screeds and stakes for floors and form for articles. The handling of lumber, fabricated forms and form hardware installed by carpenters. The building and moving of all scaffolding for runways and staging. The cutting or framing of openings for piles, conduit, ducts, when they pass through floors, partitions or forms. All rigging, setting, aligning and hand signaling when setting up pre-cast units.

Railing

The installation of all construction of temporary guardrails, barricades and /or safety devices. The unloading, handling, distribution, installation and backing necessary for all aluminum, vinyl, plastic or wood handrails and guardrails.

MIAMI-DADE COUNTY
§2-11.16 CODE OF MIAMI-DADE COUNTY
RESPONSIBLE WAGES AND BENEFITS SCHEDULE
2016

"HIGHWAY CONSTRUCTION"

TRADE/WORK LEVEL CLASSIFICATION	PER HOUR WAGE RATE	PER HOUR HEALTH BENEFIT (1)	PER HOUR PENSION BENEFIT	COMBINED DOLLAR VALUE
ELECTRICAL WORKERS				
Journeymen:				
Wiremen	$ 30.61	$ 6.35	$ 4.29	**$ 41.25**
Cable Splicer	31.11	6.35	4.36	**41.82**
Welder	31.11	6.35	4.36	**41.82**
Foremen (2)	33.67	6.35	4.71	**44.73**
General Foremen (22 or more Journeymen)	36.73	6.35	5.14	**48.22**
For projects awarded or bid prior to January 1, 2014 where the electrical portion of the contract is less than $2 million.				
Wiremen	$ 27.15	$ 5.85	$ 3.53	**$ 36.53**
Foremen (2)	29.87	5.85	3.88	**39.60**
General Foremen (22 or more Journeymen)	32.58	5.85	4.24	**42.67**
Apprentices:				
NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section - http://www.fldoe.org/workforce/apprenticeship. Please see page 6 of the Supplemental General Conditions for more information.				
First year	$ 14.73	$ 4.22	$ 2.06	**$ 21.01**
Second year	15.57	4.22	2.18	**21.97**
Third year	17.24	4.22	2.41	**23.87**
Fourth year	18.90	4.22	2.65	**25.77**
Fifth year	22.96	4.22	3.21	**30.39**

Add $1.00 per hour to the per hour wage rate for Journeymen working in high hazardous locations.

Traffic Signalization Work Only (DAVIS BACON GENERAL DECISION NUMBER FL150221 01/09/2015)				
Traffic Signal Installer	$ 19.07	$ -	$ -	**$ 19.07**

(1) Per hour health benefit includes hospitalization, medical, and life insurance.

(2) On any job where three (3) Journeyman are employed, one shall be designated foreman. One (1) additional Journeyman shall be designated foreman if there are 10-14 Journeyman, and one (1) additional for 15-21 Journeyman.

Scope of work under this trade includes but is not be limited to: installation, inspection, operation, maintenance, service, repair, testing or retrofit of all energized and de-energized electrical power and communications conductors, electrical materials, electrical devices and electrical power distribution equipment, or a part of there which generates, transmits, transforms or utilize electrical energy in any form AC or DC voltages for heat, light or power used in the construction, alteration, temporary power, maintenance, service and repair of public and private premises including building, floating buildings, structures, bridges, street, highway and tunnel work including all signaling, shafts, dams or levees, river and harbor work, airports, mobile homes, recreational vehicles, yards, lots, parking lots, carnivals, tradeshows, events and industrial substations, The installations of electrical conductors and electrical distribution equipment that connect to the supply of electricity, installations used by an electric utility that are not an integral part of a generating plant, substation or control center and all electrical raceways of whatever form for electrical and communications conductors and fiber optics.

MIAMI-DADE COUNTY
§2-11.16 CODE OF MIAMI-DADE COUNTY
RESPONSIBLE WAGES AND BENEFITS SCHEDULE
2016

"HIGHWAY CONSTRUCTION"

TRADE/WORK LEVEL CLASSIFICATION	PER HOUR WAGE RATE	PER HOUR HEALTH BENEFIT (1)	PER HOUR PENSION BENEFIT	COMBINED DOLLAR VALUE

ELECTRICAL WORKERS, Continued

As related to an electrical system in its entirety, the chasing, channeling, opening and closing of places above and below ground, placement, installation or temporary installation, erection, inspection, operation, welding, maintenance, service, repair, testing or connection of any electrical conductors, electrical lighting fixtures, appliances, instrumentation apparatus, raceway systems, conduit systems , pipe systems, underground systems, cable tray systems, grounding, bonding systems, lightening protection systems, power-generating green technology systems or other systems of renewable energy including but not limited to photovoltaic, solar, wind turbine, hydro-generation, geothermal or tidal systems, electric vehicle technology, electrical power conductors and communications conductors for energy management systems, electrical power conductors and communications conductors for building automation systems, railroad, signalman, maintainer and railroad communication, nuclear, or the erection, alteration, repair, modification, splicing, termination of electric transmission lines on private property, structured cabling systems for transmission of voice, data, video, notification, warning systems, smoke and fire alarm systems, other life safe safety and security systems and appurtenances.

The installation of electrical lighting, heating and power equipment, fiber optics, and the installation and connecting of all electronic equipment, including computing machines and devices, monitoring of radiation hazards where such monitoring work is not preempted or performed by an electrical utility, the installation of all temporary power and light wiring, high-voltage cable splicing and terminations, breaker testing and the commission and decommission of electrical control systems. Clean, service, repair, replace, operate and adjust high and low voltage switchgear; transformers, conductors, connectors, breakers, fuses and buses. Operations, maintenance and repair of high voltage electrical power connections, circuit protection devices and associated switchgear.

APPRENTICE RATIO: Two (2) Apprentices to (1-3) Wiremen, Cable Splicer or Welders.

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"HIGHWAY CONSTRUCTION"

TRADE/WORK LEVEL CLASSIFICATION	PER HOUR WAGE RATE	PER HOUR HEALTH BENEFIT (1)	PER HOUR PENSION BENEFIT	COMBINED DOLLAR VALUE
ELECTRICAL WORKERS (ELECTRIC SIGN)				
Journeymen:				
Wireman	$ 25.50	$ 6.35	$ 3.57	**$ 35.42**
Foremen (2)	28.05	6.35	3.93	**38.33**
Apprentices:				
First Period	$ 14.39	$ 4.22	$ 2.01	**$ 20.62**
Second Period	14.39	4.22	2.01	**20.62**
Third Period	15.20	4.22	2.13	**21.55**
Fourth Period	16.83	4.22	2.36	**23.41**
Fifth Period	18.46	4.22	2.58	**25.26**
Sixth Period	22.58	4.22	3.16	**29.96**

NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section - http://www.fldoe.org/workforce/apprenticeship. Please see page 6 of the Supplemental General Conditions for more information.

Add $2.00 per hour to the per hour wage rate for Journeymen working in high hazardous locations.

(1) Per hour health benefit includes hospitalization, medical, and life insurance.

(2) On any job where ten (10) Journeyman are employed, one shall be designated foreman.

Scope of work under this trade includes but is not be limited to: the installation, alteration, dismantling or removing of all illuminated signs, non illuminated signs or displays, whether luminous tube, light emitting diodes, receptacle, plastic, reflector type, plaques and panels. The installation of all interior neo tubing and light emitting diodes for lighting or decorating all secondary conduit work, flashers, timers or other auxiliary equipment, also the steel structures for the support of signs or displays. In the event of billboards or displays not served from an existing building or group of buildings and which in itself is an individual entity, having its own service and meter, all such service conduit meter and secondary conduit. Also covered is the service, maintenance and patrolling of all electrical equipment on signs, displays, and tube lighting after they have been erected and in operation.

APPRENTICE RATIO: Two (2) Apprentices to one to three (1- 3) Wiremen.

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TRADE/WORK LEVEL CLASSIFICATION	PER HOUR WAGE RATE	PER HOUR HEALTH BENEFIT (1)	PER HOUR PENSION BENEFIT	COMBINED DOLLAR VALUE
IRONWORKERS				
Ironworkers	$ 24.21	$ 5.00	$ 2.78	**$ 31.99**
Foreman (2)	26.63	5.00	2.78	**34.41**
General Foremen (2)	29.05	5.00	2.78	**36.83**
Apprentices:				
First 6 months - 800 Hrs	$ 13.35	$ 5.00	$ -	**$ 18.35**
Second 6 months - 800 Hrs	14.68	5.00	-	**19.68**
Third 6 months - 800 Hrs	16.02	5.00	-	**21.02**
Fourth 6 months - 800 Hrs	17.35	5.00	-	**22.35**
Fifth 6 months - 800 Hrs	18.69	5.00	-	**23.69**
Sixth 6 months - 800 Hrs	20.02	5.00	-	**25.02**
Seventh 6 months - 800 Hrs	21.36	5.00	-	**26.36**
Eighth 6 months - 800 Hrs	22.69	5.00	-	**27.69**

NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section - http://www.fldoe.org/workforce/apprenticeship. Please see page 6 of the Supplemental General Conditions for more information.

Per Hour Premiums:
Diving Pay add Journeyman wages plus $5.00

(1) Per hour health benefit includes hospitalization, medical and life insurance.

(2) Required when 2 or more Ironworkers are employed by one employer. When a crew exceeds 12 or more, another foreman is required. A General Foreman is required if three or more Ironworker Foreman are employed on a job.

Scope of work under this trade includes but is not limited to: erection and installation of all bridges, structural, ornamental, reinforcing, and reinforcing ironwork; which includes but is not limited to the following: reinforcing steel (rebar), post tensioning (cables), structural steel and iron, miscellaneous steel and iron, stairs – joist – decking, curtains and window walls, storefronts – windows, metal doors (manual and electric), glass doors (manual and electric) glass slider doors, screens – fences, tilt walls – precast – stone, space frames – skylights, pre-engineered metal buildings, cladding covers (all types) column covers (all types), towers – cranes – hoists, standing seam metal roofs, handrails – rails (all types), rigging – welding, conveyors – erectors and maintenance, and glazing – caulking – sealants.

APPRENTICE RATIO: 33 1/3% of the work force may be Apprentices/Trainees.

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This classification cannot be used for unskilled employees performing work in other trades OR for employees in other trades that handle their own materials and/or must clean up after their work is performed. Employees must be paid in accordance with the work they perform without regard to skill.

LABORERS

Laborer	$ 15.00	$ 3.00	$ 1.92	**$ 19.92**

Apprentices:

NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section - http://www.fldoe.org/workforce/apprenticeship. Please see page 6 of the Supplemental General Conditions for more information.

1st 6 month period	$ 12.00	$ 3.00	$ 1.92	**$ 16.92**
2nd 6 month period	12.75	3.00	1.92	**17.67**
3rd 6 month period	13.50	3.00	1.92	**18.42**
4th 6 month period	14.25	3.00	1.92	**19.17**

Per Hour Premiums:
Laborer Foremen (4 or more laborers) - $1.00 per hour on top of the highest paid laborers
General Foreman (15 or more laborers) - $ 1.50 per hour on top of the highest paid laborers

$0.50 Mason and Plasterer Tenders, Concrete Placement-Patchmen and Finish Tenders, Scaffold Builders, Strippers and Wreckers, Electric and Air Hammers, Concrete Grinders, Saws, Coring Machines, Nozzle and Hopper and Mixers, Cutting Torch, Hydro Blasting, Chain Saw.

$2.50 Sidewalk and Curb Form Builders and Setters, Concrete Finish and Repair, Water Sewer and Storm Drain Pipelayers, Asbestos Removal, Hazardous Waste and Lead Removal, Remediation and Handling.

Contracts for the inspection of sewer lines for leakage and damage through the use of Closed Circuit T.V. inspections and the simultaneous sealing of leaks or other damage in the lines as the machine inspects the sewer line is covered under the Responsible Wages and Benefits. Contracts for inspection only are not covered. Workers performing on a Closed Circuit T. V. crew should be classified and paid as laborer. The CCTV Operator should receive the $2.50 per hour supplement for Water Sewer & Storm Drain Pipelayers. The rate for the Vactor Trucks Operator is listed under the Operating Engineers Wage Schedule.

(1) Per hour health benefit includes hospitalization, medical and life insurance.

Asphalt Paving Work Only (DAVIS BACON GENERAL DECISION NUMBER FL150221 - 1/9/15)

Asphalt Raker	$ 12.31	$ -	$ -	**$ 12.31**
Asphalt Shoveler	12.31	-	-	**12.31**
Asphalt Spreader and Distributor	12.31	-	-	**12.31**

Scope of work includes tending masons, plasterers, carpenters and other building and construction crafts. Tending shall consist of preparation of materials and the handling and conveying of materials. Unloading, handling and distributing of all materials, fixtures, furnishings and appliances from point of delivery to point of installation. Cleaning and clearing of all debris. Ageing and curing of concrete, mortar and other materials.

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TRADE/WORK LEVEL CLASSIFICATION	PER HOUR WAGE RATE	PER HOUR HEALTH BENEFIT (1)	PER HOUR PENSION BENEFIT	COMBINED DOLLAR VALUE

This classification cannot be used for unskilled employees performing work in other trades OR for employees in other trades that handle their own materials and/or must clean up after their work is performed. Employees must be paid in accordance with the work they perform without regard to skill.

LABORERS, Continued

Scaffolds - erection, planking and removal.

Excavations and Foundations, Site Preparation and Clearance, Transportation and Transmissions Lines - Excavation for building and all other construction, digging of trenches, piers, foundations and holes, digging, lagging, sheeting, cribbing, bracing and propping of foundations, holes, caissons, cofferdams, dams, dikes, and irrigation trenches, canals and all handling filling and placing of sand bags connected therewith. All drilling, blasting and scaling on the site or along the right of way, as well as all access roads, reservoirs, including areas adjacent or pertinent to the construction site, installation of temporary lines. Preparation and compacting of roadbeds for highway construction and the preparation of trenches, footings, etc. for cross country transmission or underground lines or cables. On site preparation and right-of-way clearance, for construction of any structures or the installation of traffic and transportation facilities such as highways, pipelines, electrical transmission lines, dam sites and reservoir areas, access roads, etc.

Concrete, Bituminous Concrete and Aggregates - Mixing, handling, conveying, pouring, vibrating, gunniting and otherwise placing concrete or aggregates, whether done by hand or other process. Wrecking, stripping, dismantling and handling concrete forms and false work. Placing of concrete or aggregates whether poured, pumped, gunnited, or placed by any other process. All vibrating, grinding, spreading, flowing, puddling, leveling and strike off of concrete aggregates by floating rodding or screeding, by hand or mechanical means prior to finishing. The filling and patching of voids, crevices etc. to correct defects in concrete.

Streets, Ways and Bridges - Work in the excavation, preparation, concreting, ramming, curbing, flagging and surfacing of streets, ways, courts, underpasses, overpasses, bridges, approaches, and slope walls and the grading and landscaping thereof. Cleaning, grading, fence or guard rail, installation and/or removal for streets, highways, roadways, apron, runways, sidewalks, parking areas, airports, approaches and other similar installations. Preparation, construction and maintenance of roadbeds and subgrade for all paving, including excavation, dumping and spreading of subgrade material, ramming or otherwise compacting, setting, leveling, and securing or bracing of metal or other road forms and expansion joints, Cutting of concrete for expansion joints. Setting of curb forms and the mixing, pouring, cutting, flowing and strike-off of concrete used therefor. The setting, leveling and grouting of all pre-cast concrete or stone curbs sections. Installation of all joints, removal of forms and cleaning, stacking, loading, oiling and handling. Grading and landscaping in connection with paving work.

Trenches, Manholes, Handling and Distribution of Pipe, etc. - Cutting of streets and ways for laying pipes,, cables or conduits for all purposes; digging of trenches, manholes, etc.; handling and conveying all materials; concreting, backfilling, grading, and resurfacing and all other labor connected therewith.

Sewers, Drains, Culverts and Multiplate - Unloading, sorting, stockpiling, wrapping, coating, treating, handling, distribution and lowering or raising of all pipe and multiplate. All digging, driving of sheet piling, lagging, bracing, shoring and cribbing, breaking of concrete back-filling, tamping, re-surfacing and paving of all ditches in preparation for the laying of pipe. Pipelaying, leveling and making of the joint of any pipe used for main or side sewers and storm sewers, and all pipe for drainage.

Underpinning, Lagging, Bracing, Propping and Shoring; Drilling and Blasting; Signal Men; General Excavation and Grading; Wrecking; and Railroad Track Work.

APPRENTICE RATIO: One (1) Apprentices to three (3) Laborers.

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TRADE/WORK LEVEL CLASSIFICATION	PER HOUR WAGE RATE	PER HOUR HEALTH BENEFIT (1)	PER HOUR PENSION BENEFIT	COMBINED DOLLAR VALUE
MILLWRIGHTS, MACHINERY ERECTORS & DIVERS (2)				
Millwright, Machinery Erectors	$ 29.73	$ 4.00	$ 8.55	**$ 42.28**

Per Hour Premiums:
$2.00 Foreman (Required if 2 or more Millwrights on job; no Foreman shall supervise more than 10 Millwrights)
$3.00 General Foreman (Required if more than one Foreman is required and can serve as a Crew Foreman)

Apprentices:

NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section - http://www.fldoe.org/workforce/apprenticeship. Please see page 6 of the Supplemental General Conditions for more information.

1st Year	$ 19.32	$ 4.00	$ 8.55	**$ 31.87**
2nd Year	22.30	4.00	8.55	**34.85**
3rd Year	25.27	4.00	8.55	**37.82**
4th Year	28.24	4.00	8.55	**40.79**
Journeymen Divers (2)	$ 36.02	$ 4.00	$ 8.55	**$ 48.57**
Diver Foreman	38.02	4.00	8.55	**50.57**
Diver Foreman (11 or more workers)	40.02	4.00	8.55	**52.57**
Diver Tenders	32.02	4.00	8.55	**44.57**

(1) Per hour health benefit includes hospitalization, medical and life insurance.

(2) Diver classification applies to any Millwright that performs work beneath the water surface.

Scope of work under this trade includes but is not limited to: installation, assembly, and, when necessary, dismantling machinery in factories, power plants, and construction sites.

APPRENTICE RATIO: One (1) Apprentice to three (3) Millwrights or Machinery Erectors.

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OPERATORS AND TRUCK DRIVERS (DAVIS BACON GENERAL DECISION NUMBER FL150221 1/09/15)				
OPERATORS				
Backhoe/Excavator/Trackhoe	$ 16.24	$ -	$ -	**$ 16.24**
Bobcat/Skid/Steer/Skid Loader	12.88	-	-	**12.88**
Boom	18.95	-	-	**18.95**
Boring Machine	15.29	-	-	**15.29**
Broom/Sweeper	13.01	-	-	**13.01**
Bulldozer	16.77	-	-	**16.77**
Concrete Finishing Machine	15.44	-	-	**15.44**
Concrete Saw	14.43	-	-	**14.43**
Crane	22.46	-	-	**22.46**
Curb Machine	20.74	-	-	**20.74**
Distributor	13.29	-	-	**13.29**
Drill	14.78	-	-	**14.78**
Forklift	16.32	-	-	**16.32**
Gradall	14.71	-	-	**14.71**
Grader/Blade	20.22	3.85	-	**24.07**
Loader	15.53	-	-	**15.53**
Mechanic	18.03	-	-	**18.03**
Milling Machine	14.67	-	-	**14.67**
Oil Distributor	16.32	-	-	**16.32**
Paver	13.61	-	-	**13.61**
Piledriver	17.23	-	-	**17.23**
Post Driver (Guardrail /Fences)	14.45	-	-	**14.45**
Roller	13.67	-	-	**13.67**
Scraper	12.01	-	-	**12.01**
Screed	14.15	-	-	**14.15**
Striping Machine	15.07	-	-	**15.07**
Spray Nozzleman	11.16	-	-	**11.16**
Tractor	12.19	-	-	**12.19**
Trencher	14.74	-	-	**14.74**
			-	
TRUCK DRIVERS			-	
Distributor	$ 14.96	$ 2.17	$ -	**$ 17.13**
Dump Truck	12.19	-	-	**12.19**
Flatbed Truck	14.28	-	-	**14.28**
Lowboy Truck	15.07	-	-	**15.07**
Slurry Truck	11.96	-	-	**11.96**
Vactor Truck	14.21	-	-	**14.21**
Water Truck	13.17	1.60	-	**14.77**

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PAINTERS/WALL COVERING INSTALLATIONS				
Painter - Commerical	$ 15.75	$ 3.80	$ 3.38	**$ 22.93**
Painter - Industrial	19.50	4.30	3.73	**27.53**
Painter - Bridge	28.00	4.30	5.60	**37.90**

Industrial Rates are used on Water Treatment Plants, Pump Stations, Elevated / Ground Storage Tanks and Communication Towers.

Apprentices:

NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section - http://www.fldoe.org/workforce/apprenticeship. Please see page 6 of the Supplemental General Conditions for more information.

1st 6 months	$ 10.24	$ 3.80	$ 3.38	**$ 17.42**
2nd 6 months	11.03	3.80	3.38	**18.21**
3rd 6 months	11.81	3.80	3.38	**18.99**
4th 6 months	12.60	3.80	3.38	**19.78**
5th 6 months	13.39	3.80	3.38	**20.57**
6th 6 months	14.18	3.80	3.38	**21.36**
7th and 8th 6 months	14.96	3.80	3.38	**22.14**

Per Hour Premiums:
$1.00 Chargeperson working up to 5 employees
$1.50 Chargeperson working 6 or more employees
$1.00 General Foreman above highest paid Chargeperson

Highway/Parking Lot Striping Only (DAVIS BACON GENERAL DECISION NUMBER FL150221 01/09/15)				
Painter (Highway/Parking Lot Striper)	$ 12.13	$ -	$ -	**$ 12.13**
Operator (Spray Nozzleman)	11.16	-	-	**11.16**

(1) Per hour health benefit includes hospitalization, medical and life insurance.

Scope of work under this trade includes but is not limited to: preparation, application and removal of all types of coatings and coating systems in relation to all painting, decorating, protective coatings, coating and staining of concrete floors and toppings, waterproofing, masonry restoration, fireproofing, fire retarding, metal polishing, refinishing, sealing, lining, fiber glassing, E-Glass fiberglass, carbon fiber, encapsulating, insulating, metalizing, flame spray, the application of Exterior Insulating Finishing

Each and all such applications, and similar or substitute applications, on all surfaces, interior and exterior, to include, but not to be limited to: residences; buildings; structures; industrial, power, chemical and manufacturing plants; bridges; tanks; vats; pipes; stacks; light and high tension poles; parking, traffic and air strip lines; trucks; automobile and railroad cars; ships; aircraft; and all machinery and equipment;

TRADE/WORK LEVEL CLASSIFICATION	PER HOUR WAGE RATE	PER HOUR HEALTH BENEFIT (1)	PER HOUR PENSION BENEFIT	COMBINED DOLLAR VALUE

PAINTERS/WALL COVERING INSTALLATIONS, Continued

Any and all material used in preparation, application or removal of any paint, coatings or applications, including, but not limited to: the handling and use of thinners, dryers, sealers, binders, pigments, primers, extenders, air and vapor barriers, emulsions, waxes, stains, mastics, plastics, enamels, acrylics, epoxies, epoxy injection and T-Lock welding, alkalis, sheet rubber, foams, seamless and tile-like coatings, etc.;

All preparation for and removal of any and all materials for finishes, such as deep cleaning, patching, all levels of finishing, taping/finishing skim coating, pointing, caulking, high pressure water, chemical and abrasive blasting, environmental blasting, wet/dry vacuum work, chemical stripping, scraping, air tooling, bleaching, steam cleaning, asbestos and lead abatement/removal; mold remediation and vapor barrier systems;

The inspection of all coatings and/or coating systems during their applications.

All material applied to walls or ceilings with adhesive, staples, tacks, by stretching or adhered by any other method, including all papers, vinyl, flexible woods, fabrics, borders, metals upholstered wall systems, the fabric covered panels made of plastic/wood or pre-finished products of micro fiberglass, etc., acrovin and various plastic wall coverings such as wainscot, caps, corner moldings and accessories;

Any and all preparation of walls and ceilings such as scraping or any methodology for removal of existing materials, including patching, leveling, skim coating and priming.

APPRENTICE RATIO: One (1) Apprentice to three (3) Painters or Wall Covering Installers.

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PILEDRIVERS, BRIDGE CARPENTERS & DIVERS				
Piledrivers and Bridge Carpenters	$ 24.70	$ 3.51	$ 5.85	**$ 34.06**
Foreman (10 or less workers)	28.20	3.51	5.85	**37.56**
Divers (Wet days up to 59' or Dry days)	$ 29.15	$ 3.51	$ 5.85	**$ 38.51**
Diver Tender	24.70	3.51	5.85	**34.06**

Foremen (10 or less) - $2.00 per hour over the Divers rate
Foreman (11 or more workers) - $ 4.00 per hour over the Diver rate

Diver Wet Days - The diver and tender must receive the diver rate with a premium pay of $1.00 per hour/ per foot per day for (60'-100'). Over 100' will be

Foreman Wet Days - The foreman must receive the foremen rate with a premium pay of $2.00 per hour/ per foot per day for (50'-100'). Over 100' will be negotiated between the diver and the employer.

For Effluent Diving (working in hazardous waters such as waste water treatment plant/tanks, sewer pipes or storm water out fall pipes) the diver and tender must receive 1.5 times the diver and tender base rate and on wet days the diver and tender must also receive a premium pay of $1.00 per foot per day for (60' - 100') and over 100' will be negotiated between the diver and the employer.

Penetration: $1.00 per foot per day in excess of 20' after entering an enclosed structure that has no direct path to the surface.

Apprentices:

NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section - http://www.fldoe.org/workforce/apprenticeship. Please see page 6 of the Supplemental General Conditions for more information.

1st year	$ 14.82	$ 3.51	$ 5.85	**$ 24.18**
2nd year	17.29	3.51	5.85	**26.65**
3rd year	19.76	3.51	5.85	**29.12**
4th year	22.23	3.51	5.85	**31.59**

Per Hour Premiums:
$0.50 Certified Welders

(1) Per hour health benefit includes hospitalization, medical, and life insurance.

Scope of work under this trade includes but is not limited to: all work historically related to piledrivers, welders, drillers, burners, riggers, divers, bridge, deck and wharf builders, signaling, and highway construction. Such work includes, but is not limited to, the following kinds, classes, or descriptions of work: fabricating, erecting, dismantling, loading, unloading, moving, spotting, and handling of all piledriving equipment on the jobsite;

Jobsite moving and spotting of barges used in connection with piledriving work; anchoring, bolting, boom-tending, bracing, building, burning, capping, caulking, cutting, chipping of all types of piles, dismantling, drilling, erecting, fabricating, fitting, handling, lagging, loading, moving, plumbing, rafting, securing, signaling, spotting, welding, wrapping, and tying back, unloading and removing, all materials of any kind, make, shape or composition, whether prestressed or poststressed concrete, pipe, corrugated shell where power rigging is used, sand piles, sheet piles, auger cast type piling, wood, plastic, fiberglass, steel or any metal or synthetic which is used or installed in, or for, the building, construction, alteration, maintenance, or repair of wharfs, bridges, docks, piers, bulkheads, trestles, cofferdams, tunnels, seawalls, seawall caps, boardwalks, deck, and temporary flotation devices;

Pilings used in retaining walls, reservoirs, ditches, canals, spillways, cuts, or in any place where retaining walls are used made of any kind of material, whether temporary or permanent; weights for piers, caissons, and test piles;

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RESPONSIBLE WAGES AND BENEFITS SCHEDULE
2016

"HIGHWAY CONSTRUCTION"

TRADE/WORK LEVEL CLASSIFICATION	PER HOUR WAGE RATE	PER HOUR HEALTH BENEFIT (1)	PER HOUR PENSION BENEFIT	COMBINED DOLLAR VALUE

PILEDRIVERS, BRIDGE CARPENTERS & DIVERS, Continued

Foundation work, including all piling, whether cast-in-place, poured-in-place, driven, jetted, augered, pre-augered or placed, and all caisson, drilled shaft and vibro-flotation foundations;

The splicing, heading, placing of stringers for frame work, fabrication and placing of wailing, spring and fender lines of any material described above;

The driving, vibrating, jetting, sinking, or screwing of all materials described above, whether by steam, pneumatic, hydraulic, electric, diesel, gravity, or vibratory hammer power; All other work in connection with drilling of any holes, shafts or caissons, for foundation work, spotting, aligning, monitoring, plumbing, and leveling of all drilling equipment whether the drilling is vertical, diagonal, on land or water, and is performed by equipment mounted on trucks, cranes, platforms or barges, or any other kind of mounted or self-contained water or land unit; and the handling, loading, unloading, changing, setting up, repairing, welding, or maintenance of the drilling equipment on the job site.

The fabrication and placing of all decking and guards on all docks, wharfs, and piers on the jobsite.

APPRENTICE RATIO: One (1) Apprentice to three (3) Piledrivers or Bridge Carpenters.

MIAMI-DADE COUNTY
§2-11.16 CODE OF MIAMI-DADE COUNTY
RESPONSIBLE WAGES AND BENEFITS SCHEDULE
2016

"HIGHWAY CONSTRUCTION"

TRADE/WORK LEVEL CLASSIFICATION	PER HOUR WAGE RATE	PER HOUR HEALTH BENEFIT (1)	PER HOUR PENSION BENEFIT	COMBINED DOLLAR VALUE
PLASTERERS AND CEMENT MASONS				
Light Commercial (Buildings under 5,000 square feet and do not have an elevator)				
Interior-Exterior Plasterers	$ 16.20	$ 6.20	$ 2.28	**$ 24.68**
Apprentices:				
1st Period	$ 10.53	$ 6.20	$ 2.28	**$ 19.01**
2nd Period	11.34	6.20	2.28	**19.82**
3rd Period	12.15	6.20	2.28	**20.63**
4th Period	12.96	6.20	2.28	**21.44**
5th Period	13.77	6.20	2.28	**22.25**
6th Period	14.58	6.20	2.28	**23.06**
Cement Mason & Form Setters	$ 16.20	$ 6.20	$ 2.28	**$ 24.68**
Apprentices:				
1st Period	$ 10.53	$ 6.20	$ 2.28	**$ 19.01**
2nd Period	12.15	6.20	2.28	**20.63**
3rd Period	12.96	6.20	2.28	**21.44**
4th Period	14.58	6.20	2.28	**23.06**
Commercial (Buildings over 5,000 square feet or a building with an elevator)				
Interior-Exterior Plasterers	$ 20.75	$ 6.20	$ 2.28	**$ 29.23**
Apprentices:				
1st Period	$ 13.49	$ 6.20	$ 2.28	**$ 21.97**
2nd Period	14.53	6.20	2.28	**23.01**
3rd Period	15.56	6.20	2.28	**24.04**
4th Period	16.60	6.20	2.28	**25.08**
5th Period	17.64	6.20	2.28	**26.12**
6th Period	18.68	6.20	2.28	**27.16**
Cement Mason & Form Setters	$ 20.75	$ 6.20	$ 2.28	**$ 29.23**
Apprentices:				
1st Period	$ 13.49	$ 6.20	$ 2.28	**$ 21.97**
2nd Period	15.56	6.20	2.28	**24.04**
3rd Period	16.60	6.20	2.28	**25.08**
4th Period	18.68	6.20	2.28	**27.16**
Industrial (Warehouses and Plants)				
Interior-Exterior Plasterers	$ 23.41	$ 6.20	$ 2.50	**$ 32.11**
Apprentices:				
1st Period	$ 15.22	$ 6.20	$ 2.50	**$ 23.92**
2nd Period	16.39	6.20	2.50	**25.09**
3rd Period	17.56	6.20	2.50	**26.26**
4th Period	18.73	6.20	2.50	**27.43**
5th Period	19.90	6.20	2.50	**28.60**
6th Period	21.07	6.20	2.50	**29.77**

MIAMI-DADE COUNTY
§2-11.16 CODE OF MIAMI-DADE COUNTY
RESPONSIBLE WAGES AND BENEFITS SCHEDULE
2016

"HIGHWAY CONSTRUCTION"

TRADE/WORK LEVEL CLASSIFICATION	PER HOUR WAGE RATE	PER HOUR HEALTH BENEFIT (1)	PER HOUR PENSION BENEFIT	COMBINED DOLLAR VALUE
PLASTERERS AND CEMENT MASONS, Continued				
Cement Mason & Form Setters	$ 23.41	$ 6.20	$ 2.50	**$ 32.11**
Apprentices:				
1st Period	$ 15.22	$ 6.20	$ 2.50	**$ 23.92**
2nd Period	17.56	6.20	2.50	**26.26**
3rd Period	18.73	6.20	2.50	**27.43**
4th Period	21.07	6.20	2.50	**29.77**

$2.00 Foreman above the highest paid Interior-Exterior Plasterers/Cement Mason & Form Setters.
$4.00 Superintendents above the highest paid Interior-Exterior Plasterers/Cement Mason & Form Setters.

Per Hour Premiums:
$.50 for operators of the concrete finishing machine, swinging scaffold, laser screeds, curb machine, and/or any

Apprentices:

NOTE: Apprentices will be permitted to work at these rates when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau. In Florida this agency is the Florida Department of Education, Division of Career and Adult Education, Apprenticeship Section - http://www.fldoe.org/workforce/apprenticeship. Please see page 6 of the Supplemental General Conditions for more information.

(1) Per hour health benefit includes hospitalization, medical and life insurance.

Scope of work shall consist of any and all plastering and Concrete finishing.

Scope of work under the plastering trade includes but is not limited to the application of any type of lathing, scratch and finishing with the entire plastering industry, Stucco, EIFS, Synthetics, etc.

Scope of work under the Cement Mason Finishers trade includes but is not limited to: the set-up and finish of any type of concrete including but not limited to, curb and gutter, steps, man-holes, flatwork, slabs structures, and all types of decorative concrete, including all types of stamp concrete, saw cut designs and color chemical (acid) stains.

APPRENTICE RATIO: Three (3) Apprentices to one (1) Interior/Exterior Plasterers or Cement Mason & Form Setters provided that (1) Apprentice is 4th period or higher.

MIAMI-DADE COUNTY
§2-11.16 CODE OF MIAMI-DADE COUNTY
RESPONSIBLE WAGES AND BENEFITS SCHEDULE
2016

"HIGHWAY CONSTRUCTION"

TRADE/WORK LEVEL CLASSIFICATION	PER HOUR WAGE RATE	PER HOUR HEALTH BENEFIT (1)	PER HOUR PENSION BENEFIT	COMBINED DOLLAR VALUE

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

For any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract, the required wage rate shall be the combined overall dollar value on an hourly basis of the "basic hourly rate of pay" (as defined in 29 C.F.R. Section 5.24) and of the fringe benefits payments for hospitalization, medical, pension and life insurance for such class under the United States Secretary of Labor's applicable Davis -Bacon wage determination in effect for Miami Dade County.

Questions concerning the comparability of worker classifications or the applicability of Davis-Bacon classification shall be determined by the County.

Please Contact:

Internal Services Department
Small Business Development Division
The Stephen P. Clark Center
111 N.W. 1st Street - 19th Floor
Miami, Florida 33128-1906
Phone Number: (305) 375-3111
Fax Number: (305) 375-3160

NOTICE

County Code §2-11.16

NOTICE TO ALL EMPLOYEES WORKING ON COUNTY CONSTRUCTION PROJECTS

RESPONSIBLE WAGES AND BENEFITS

MINIMUM WAGE

You must be paid not less than the required base hourly rate for every hour worked. You may not be paid below the base rate even if the value of the fringe benefits provided to you exceeds the value of the health and pension required in the schedule. Additionally, you must be paid not less than the combined dollar value (Base Rate + Health + Pension Benefit) listed in the schedule posted with this notice for the type of work you are performing as listed on the wage and benefits schedule applicable to this project.

APPRENTICES & TRAINEES

Apprentices/trainees rates apply only to apprentices and trainees properly registered under an approved Federal or State apprenticeship or training program.

SANCTIONS

Sanctions for a first time offender are 10% of the amount of underpayment payable to the County. The sanctions increase to 20% for the second underpayment and 30% for the third underpayment. Contractors found to have underpaid a fourth time may be subject to suspension or termination in accordance with the contract terms and debarment in accordance with the debarment procedures of the County.

COMPLAINTS Written complaints of underpayment should be filed with:

MIAMI-DADE COUNTY
INTERNAL SERVICES DEPARTMENT
SMALL BUSINESS DEVELOPMENT DIVISION
111 NW 1ST STREET, 19TH FLOOR, MIAMI, FLORIDA 33128-1975
TELEPHONE: (305) 375-3111 FAX: (305) 375-3160
WEB PAGE: http://www.miamidade.gov/business/reports-wages.asp

MIAMI-DADE COUNTY
Carlos A. Gimenez, Mayor

FAIR WAGE AFFIDAVIT

Before me, the undersigned authority appeared _____
(PRINT NAME)
the _____ of _____,
(PRINT TITLE) **(PRINT NAME OF BIDDER OR PROPOSER)**

who attests that _____shall pay workers on
(PRINT NAME OF BIDDER OR PROPOSER)

the project minimum wage rates in accordance with Responsible Wages and Benefits, Section 2-11.16 of the Code of Miami-Dade County and the Labor Provisions of the contract documents.

State of FLORIDA
County of Miami-Dade

Sworn to (or affirmed) and subscribed before me this _____day of _____, 201___.

_____Personally known or _____produced identification.

_____ _____
(Signature of Notary Public - State of Florida) (Print, Type, or Stamp Commissioned Name of Notary Public)

Type of identification produced:_____

MIAMI-DADE COUNTY
Delivering Excellence Every Day

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions, Form WH-347 Inst.)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐ | ADDRESS | OMB No.: 1215-0149 Expires: 03/31/2003

PAYROLL NO. | FOR WEEK ENDING | PROJECT AND LOCATION | PROJECT OR CONTRACT NO.

(1) NAME, ADDRESS, AND SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE / HOURS WORKED EACH DAY							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
			O								0.00		$0.00						$0.00	$0.00
			S								0.00	/								
			O								0.00		$0.00						$0.00	$0.00
			S								0.00	/								
			O								0.00		$0.00						$0.00	$0.00
			S								0.00	/								
			O								0.00		$0.00						$0.00	$0.00
			S								0.00	/								
			O								0.00		$0.00						$0.00	$0.00
			S								0.00	/								
			O								0.00		$0.00						$0.00	$0.00
			S								0.00	/								
			O								0.00		$0.00						$0.00	$0.00
			S								0.00	/								
			O								0.00		$0.00						$0.00	$0.00
			S								0.00	/								

We estimate that it will take an average of 56 minutes to complete this collection of information, including time for reviewing instructions searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U. S. Department of Labor, Room S3502, 200 Constitution Avenue, N. W., Washington, D. C. 20210.

Date _____

I, _____, _____
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ on the
(Contractor or Subcontractor)

_____; that during the payroll period commencing on the
(Building or Work)

_____ day of _____, _____, and ending the _____ day of _____, _____,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Start. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and described below:

_____

_____

_____

_____

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination Incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, of if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ – in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

* U.S. G.P.O.:1997 519.861

APPENDIX B TO THE SUPPLEMENTARY CONDITIONS

SMALL BUSINESS DIVISION, PROJECT WORK SHEET

Small Business Development Division
Project Worksheet

Project/Contract Title: WASD STREET REHABILITATION CONTRACT

Received Date: 07/06/2016

Project/Contract No: RPQ NO. 20160219

Funding Source: WASD

Department: PUBLIC WORKS AND WASTE MANAGEMENT

Estimated Cost of Project/Bid: $1,500,000.00

Resubmittal Date(s):

Description of Project/Bid: Work under this Contract includes furnishing of all supervision, labor, materials, tools, equipment and performing all operations necessary for the replacement of pavements where the original repair has sunken due to backfill settlement, or when previous utility repairs; either temporary or permanent will require additional pavement removal and replacement beyond the original scope of work completed by Miami-Dade Water and Sewer and Department's repair crews or its Contractors.

Contract Measures Recommendation

Measure	Program	Goal Percent
Trade Set Aside	SBE/CONS	
Workforce Goal	**CWP**	10.00%

Reasons for Recommendation

An analysis of the factors contained in the project package, as well as the factors contained on Section VI.D. of Implementing Order 3-22 indicates an SBE/Construction (SBE/Cons) Trade Set Aside in Traffic Stripes and Markings: Painted and/or Thermoplastic is appropriate.
Total Cost: $1,500,000.00
CWP Work Order Driven

Trade Category: 237310-Highway, Street, And Bridge Construction; 238320-Painting And Wall Covering Contractors

Small Business Contract Measure Recommendation

Subtrade	Cat.	Estimated Value	% of Items to Base Bid	Availability
Painting and Wall Covering Contractors	SBE/CONS			
Highway, Street, and Bridge Construction	SBE/CONS			
Total				

Living Wages: YES [ ] NO [X]

Responsible Wages: YES [X] NO [ ]

Highway: YES [X] NO [ ]

Building: YES [ ] NO [X]

Heavy Construction: YES [ ] NO [X]

Responsible Wages and Benefits applies to all construction projects over $100,000 that do not utilize federal fund. For federally funded projects, unless prohibited by federal or state law or disallowed by a governmental funding source, the HIGHER wage between Davis Bacon and Responsible Wages and Benefits shall apply.

REVIEW RECOMMENDATION

Tier 1 Set Aside _____ **Tier 2 Set Aside** _____

Set Aside _____ **Level 1** _____ **Level 2** _____ **Level 3** _____

Trade Set Aside (MCC) _____ **Goal** _____ **Bid Preference** _____

No Measure _____ **Deferred** _____ **Selection Factor** _____

CWP _____

SBD Director

7/12/16
Date

NOTICE OF CONSTRUCTION CLEARINGHOUSE

MIAMI-DADE COUNTY – DEPARTMENT OF SMALL BUSINESS DEVELOPMENT

Job Clearinghouse (JCH)

CONSTRUCTION CLEARINGHOUSE JOB APPLICATION

Governed by Miami-Dade County Code section 2-1701 and R-1395-05

Section 1. **To be completed by Job Applicant**. Please print clearly or type

Title of position sought	Contract/Project Number (if applicable)
Name: Last First Middle Initial	Last 4 digits of Social Security #
Address (Street Name and Number) Apt.	Home telephone number:
City State Zip Code	Additional Contact Telephone number:
How long have you resided at the above address: ☐ less than 12 months ☐ 1 -5 years ☐ 6-10 yrs ☐ more than 10yrs	Address (Street Name and Number) _____ Apt.____ City_____ State _____ Zip Code_____
Date of Birth_____/____/____ ☐ Male ☐ Female	Languages spoken ☐ English ☐ Spanish ☐ Creole ☐ Other _____ Languages you are able to read and clearly understand: ☐ English ☐ Spanish ☐ Creole ☐ Other _____

Current Driver's license: ☐ None ☐ Operator/Class E ☐ Commercial/Class ___ ☐ Chauffeur/Class D

Have you ever been employed in the construction industry? ☐ Yes ☐ No If yes, indicate the trade and the years of experience in each trade.

☐ General Laborer ____ months/years of experience ☐ Carpentry ____ months/years of experience ☐ Electrical ____ months/years of experience

☐ Mechanical ____ months/years of experience ☐ Plumbing ____ months/years of experience ☐ Site & Prep Work ____ months/years of experience

☐ Equipment Operator ____ months/years of experience ☐ Painting ____ months/years of experience ☐ Sprinkler fitting ____ months/years of experience

☐ Drywall Finishing ____ months/years of experience ☐ Masonry ____ months/years of experience ☐ Tile layer ____ months/years of experience

☐ Landscaping ____ months/years of experience ☐ Pipe Fitting ____ months/years of experience ☐Truck Driver ____ months/years of experience

☐ Roofing ____ months/years of experience ☐_____ ____ months/years of experience

What hours are you available to work? ☐ 6am-2pm ☐ 7am-3pm ☐8am- 4pm ☐ Any shift ☐ Other

What construction trades are you interested in? ☐ Same as indicated above ☐ Other _____

Applicant's signature _____ Date _____

Section 2 **********FOR SBD USE ONLY**********

Certificates/Licenses: _____

Job References: _____

Title of Position Hired:	Date of Hire:
Duration of Job:	Job Salary (hourly rate):
Employer/Contractor	Contract/Project Number:
Applicant was recruited through: ☐ Self Recruit ☐WDO ☐WRO ☐ WTP	

Submit this application to:
Attention: Job Clearinghouse
Miami-Dade County, Department of Small Business Development (SBD)
Project Review and Analysis Division
111 NW 1st Street, 19th floor
Miami, Florida 33128
Telephone: (305) 375-3111 Fax (305) 375-3160

MIAMI-DADE COUNTY
DEPARTMENT OF SMALL BUSINESS DEVELOPMENT
Job Clearinghouse (JCH)
NOTICE OF CONSTRUCTION CLEARINGHOUSE JOB OPPORTUNITY

Governed by Miami-Dade County Code section 2-1701 and R-1395-05

To be completed by Employer/Contractor. Please print clearly or type

EMPLOYER/CONTRACTOR INFORMATION

Business Name:		Contract/Project Number
Address (Street Name and Number)		Federal ID#
City	State	Zip Code
Telephone Number		Fax Number
Contact Person		Email Address

JOB LISTING INFORMATION

Job Title	Application Deadline
Job Site Location	Number of Openings
Describe Job Duties:	Hourly Rate
Specialized Training:	
Experience Required (Months/Years):	
Specialized machinery or equipment:	

Job Duration: ☐Permanent ☐Temporary/If Temporary, how long? ___ Fringe Benefits? ☐ Yes ☐ No

Education Required: ☐ None ☐ H.S Diploma/GED ☐ AA Degree ☐ Bachelor's Degree ☐ Master's Degree

Certifications/License Required: ☐ None ☐ Yes If Yes, please list_____

Driver's license required: ☐ None ☐ Operator/Class E ☐ Commercial/Class ____ ☐ Chauffeur/Class D

Language(s) required: ☐ English ☐ Spanish ☐ Creole ☐ Other

APPLICANTS SHOULD CONTACT EMPLOYER BY:

☐ Call for Appointment ☐ Phone Interview ☐ Send Resume via: ☐ Mail ☐ Fax ☐ Email

☐ Apply In Person Day of the Week: _____ Time: _____ Application Deadline: _____

Employer/Contractor must submit this form for all job openings.

Attention: Job Clearinghouse
Miami-Dade County Department of Small Business Development
Project Review and Analysis Division
111 NW 1st Street, 19th floor
Miami, Florida 33128
Telephone: (305) 375-3111 Fax (305) 375-3160

JOB CLEARINGHOUSE AFFIDAVIT
Notice of Construction Job Opportunities

PROJECT/CONTRACT NUMBER: _____

Pursuant to Miami-Dade County Resolution No. R-1395-05, there are ___ open position(s) to submit to the Job Clearinghouse for this project at this time. All open positions will be submitted to South Florida Workforce at https://iapps.southfloridaworkforce.com/jchcwp/.

_____ _____
(Signature of Affiant) (Date)

_____
(Printed Name of Affiant, Title, and Firm Name)

_____
(Witness)

Sworn to and subscribed before me this
_____day of _____20, ____

By: _____

_____
Signature of Notary Public

_____
Notary's Name, Printed, Stamped or Typed

☐ Personally Known

☐ Produced ID

Type of ID produced _____

Form C

Residents First Training and Employment Program
Responsible Contractor/Subcontractor Affidavit Form (RFTE 1)
(Miami-Dade County Code Section 2-11.17)

In accordance with Section 2-11.17 of the Miami-Dade County Code, all contractors and subcontractors of any tier performing on a contract for (i) the construction, demolition, alteration and/or repair of public buildings or public works projects valued in excess of $1,000,000 funded completely or partially by Miami-Dade County, or (ii) privately funded projects or leases valued in excess of $1,000,000 for the construction, demolition, alteration or repair of buildings or improvements on County owned land, and which are subject to Section 2-11.16 of the Code of Miami-Dade County shall comply with the requirements of the Residents First Training and Employment Program.

If applicable, the undersigned □ Contractor / □ Subcontractor verifies that should they be awarded the contract, the undersigned understands their obligation to comply with the following:

i. Prior to working on the project, all persons employed by the contractor / subcontractor to perform construction shall have completed, the OSHA 10 Hour Safety Training course established by the Occupational Safety & Health Administration of the United States Department of Labor. Such training does not need to be completed at the time of bidding but shall be completed prior to the date persons are employed on the project.

ii. The contractor / subcontractor will make its best reasonable efforts to promote employment opportunities for local residents and seek to achieve a project goal of having fifty-one percent (51%) of all Construction Labor hours performed by Miami-Dade County residents. To verify workers' residency, firms shall require each worker to produce a valid driver's license or other form of government-issued identification.

_____	_____	_____
Printed Name of Affiant	**Printed Title of Affiant**	**Signature of Affiant**

_____	_____
Name of Firm	**Date**

_____	_____	_____
Address of Firm	**State**	**Zip Code**

Notary Public Information

Notary Public – State of _____ County of _____

Subscribed and sworn to (or affirmed) before me this _____day of, _____ 20____.

by _____ He or she is personally known to me □ or has produced identification □

Type of identification produced _____

_____	_____
Signature of Notary Public	Serial Number

_____	_____	_____
Print or Stamp of Notary Public	Expiration Date	Notary Public Seal

Residents First Training and Employment Program/Community Workforce Program/Employ Miami-Dade Program
Construction Workforce Plan (Miami-Dade County Code Sections 2-11.17, 2-1701 & A.O. 3-63) - Form RFTE 2

Contract No. _____ Prime Contractor: _____

☐ §2-1701 Community Workforce Program ☐ §2-11.17 Resident First Training and Employment Program ☐ A.O. 3-63 Employ Miami-Dade Program

In accordance with Sections 2-11.17 & 2-1701 of the Miami Dade County-Code, this form must be submitted by the Prime Contractor within 15 business days of award notification and prior to issuance of a Notice to Proceed. The Prime Contractor should enter the word "NONE" where appropriate below and sign the form below. Please duplicate this form if additional space is needed.

i. Specify the total number of persons that will be used by the Prime Contractor and all subcontractors to perform all of the construction trades and labor work of the contract, broken down by trade and labor category, minimum qualifications for each category, the number of persons to be utilized in each category, the number of positions to be hired by the contractor in each category which are not currently staffed, the number of positions to be filled form the Employ Miami-Dade Register and the number of employees which live within the project DTA. If the current workforce will not achieve the project goal of 51% construction labor hours performed by Miami-Dade County residents, include a Job Clearinghouse Affidavit or a statement on how Miami-Dade County residents will be recruited to fill the needed positions and meet the goal.

Contractor/Subcontractor Name	Trade/Category	Minimum Qualifications	# of Persons to be Utilized	# of Positions to be filled by Employ Miami Dade	# of Persons to be Hired	# of Persons who Reside in the DTA (if applicable)
Total:						

ii. Identify by name, address and trade category of all persons proposed to perform work under the contract currently on the contractor's (or on any proposed subcontractor's) payroll who reside in Miami-Dade County only and marking the correct box for DTA residents. Two forms of identification must be provided for each DTA resident demonstrating one year of residency.

Employee Name	Address	Trade/Category Performing	DTA Resident (if applicable)

iii. Attach a list of subcontractors that will be used on the project and executed Responsible Subcontractor Affidavits (Form RFTE 1) for each.

iv. Attach a list of all employees currently employed by the contractor and each subcontractor at the time of award that includes the last four digits of their social security.

I certify that the representations contained in this Construction Workforce Plan are to the best of my knowledge true and accurate.

_____	_____	_____	_____
Signature of Affiant	**Print Name**	**Print Title**	**Date**

Residents First Training and Employment Program
Occupational Safety & Health Administration (OSHA)
10 Hour Safety Training Affidavit - Form RFTE 3

In accordance with Section 2-11.17 of the Miami-Dade County Code, all contractors and subcontractors of any tier performing on a County Construction Contract, shall satisfy the requirements of the Miami-Dade County Residents First Training and Employment Program which requires: for (i) all persons employed by the contractor to perform construction shall have completed the Occupational Safety & Health Administration (OSHA) 10 Hour safety training course established by the Occupational Safety & Health Administration of the United States Department of Labor

The undersigned verifies that every employee reported on the payroll has completed the OSHA 10 Hour or OSHA 30 Hour Safety Training Course prior to working on the project.

_____

Project Number, Title

_____ _____ _____

Printed Name of Affiant **Printed Title of Affiant** **Signature of Affiant**

_____ _____

Name of Firm **Date**

_____ _____ _____

Address of Firm **State** **Zip Code**

Notary Public Information

Notary Public – State of _____ County of _____

Subscribed and sworn to (or affirmed) before me this _____day of, _____ 20____.

by _____ He or she is personally known to me □ or has produced identification □

Type of identification produced _____

_____ _____

Signature of Notary Public Serial Number

_____ _____ _____

Print or Stamp of Notary Public Expiration Date Notary Public Seal

Residents First Training and Employment Program/Employ Miami-Dade Program
Workforce Performance Report - Form RFTE 4
(Miami-Dade County Code Section 2-11.17 & A.O. 3-63)

Contract No. _____ Prime Contractor: _____

In accordance with Section 2-11.17 of the Miami-Dade County Code & A.O. 3-63, this report must be submitted by the Prime Contractor within thirty (30) days of completion of a County Capital Construction Contract to Small Business Development through the Contracting Officer. The Contracting Officer shall not authorize issuance of final payment for completion of a County Capital Construction Contract until the County receives a completed Workforce Performance Report.

Please provide the following information on the workforce employed in the execution of the contract:

_____ Total number of Construction Labor positions utilized on the project

_____ Total number of Construction Labor work hours performed on the project

_____ Total number Construction Labor work hours performed by Miami-Dade County residents

_____ Total number Construction Labor positions performed by Employ Miami-Dade participants

_____ Percentage of Construction Labor work hours performed by Miami-Dade County residents

Attach supporting documentation verifying construction labor work hours performed by Miami-Dade County residents & Employ Miami-Dade participants.

$_____ Total amount of funds expended during the course of the project on other related skill and safety training programs

Were any positions on this project filled with new hires? _____ Yes _____ No

If you answered "yes" to the above question, please identify the new hires by name, address and trade category, and indicate whether they were Miami-Dade County residents or an Employ Miami-Dade participant. (Please attach additional sheets if necessary.)

Employee Name	Address	Trade/Category Performed	Miami-Dade County Resident (√)	Employ Miami-Dade County Participant (√)

Were all new hires Miami-Dade County residents? _____ No _____ Yes _____

Was the 20% labor workforce threshold met from the Employ Miami-Dade Register? _____ No _____ Yes

If you answered "no" to either of the above questions, please attach supporting documentation that verifies reasonable efforts to promote employment opportunities for local residents including participation in the Employ Miami-Dade Program, which shall include applicable advertisements in local newspapers, posting of job opportunities with CareerSource South Florida's Job Clearinghouse, referrals received from CareerSource South Florida, job applications received, candidates interviewed, and number of new hires.

I certify that the representations contained in this Construction Workforce Plan are to the best of my knowledge true and accurate.

_____ _____ _____

Signature of Affiant **Print Name, Title** **Date**

SECTION 6: SPECIFICATIONS

GENERAL REQUIREMENTS

DTPW SPECIFICATIONS

GENERAL REQUIREMENTS

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1. GENERAL REQUIREMENTS

1.01 DEFINITIONS AND TERMINOLOGY

A. General

1. These Specifications are written to the bidders, prior to award of the Contract, and to Contractor.
2. Where sentences directing work or other action appear in the active voice-imperative mood, without a subject, the subject "bidder" or "Contractor" is understood. In any other case where the subject is not clearly understood, Engineer will make a clarification and final determination as to the subject of the action.

B. Governing Regulations and Standard References

1. The following Standards and Governing Regulations, as amended by the Contract Documents, are hereby incorporated by reference:

a. Building Code as set forth in Chapter 8 of the Code of Miami-Dade County.

b. Public Works Manual of Metropolitan Dade County (Public Works Manual).

c. United States Department of Justice's 2010 ADA Standards For Accessible Design

d. Miami-Dade County's Traffic Control Equipment Specifications and Standards for The Metro Traffic Control System Miami-Dade County (TCESS).

e. Florida Department of Transportation's Design Standards for Design Construction, Maintenance and Utility Operations on the State Highway System (FDOT Design Standards).

http://www.dot.state.fl.us/rddesign/DesignStandards/Standards.shtm

f. Florida Department of Transportation Standard Specifications for Road and Bridge Construction (Divisions II & III), Special Provisions and Supplemental Specifications

http://www.dot.state.fl.us/specificationsoffice/specs.shtm

g. Florida Department of Transportation Surveying Procedure

http://www2.dot.state.fl.us/proceduraldocuments/procedures/bin/550030101.pdf

h. Florida Department of Transportation EFB User Handbook (Electronic Field Book)

http://www.dot.state.fl.us/surveyingandmapping/regulations.shtm

i. Florida Department of Transportation Drainage Manual

http://www.dot.state.fl.us/rddesign/dr/Manualsandhandbooks.shtm

j. Florida Department of Transportation Soils and Foundations Handbook

http://www.dot.state.fl.us/structures/manlib.shtm

k. Florida Department of Transportation Structures Manual

http://www.dot.state.fl.us/structures/manlib.shtm

l. Florida Department of Transportation Current Structures Design Bulletins

http://www.dot.state.fl.us/structures/Memos/currentbulletins.shtm

m. Instructions for Design Standards

http://www.dot.state.fl.us/structures/IDS/IDSportal.pdf

n. AASHTO – A Policy on Geometric Design of Highways and Streets

https://bookstore.transportation.org/item_details.aspx?ID=110

o. Manual on Uniform Traffic Control Devices (MUTCD)

http://mutcd.fhwa.dot.gov/

p. Safe Mobility For Life Program Policy Statement

http://www2.dot.state.fl.us/proceduraldocuments/procedures/bin/000750001.pdf

q. Traffic Engineering and Operations Safe Mobility for Life Program

http://www.dot.state.fl.us/trafficoperations/Operations/SafetyisGolden.shtm

r. Florida Department of Transportation American with Disabilities Act (ADA) Compliance – Facilities Access for Persons with Disabilities Procedure

http://www2.dot.state.fl.us/proceduraldocuments/procedures/bin/625020015.pdf

s. Florida Department of Transportation Florida Sampling and Testing Methods

http://www.dot.state.fl.us/statematerialsoffice/administration/resources/library/publications/fstm/disclaimer.shtm

t. Florida Department of Transportation Flexible Pavement Coring and Evaluation Procedure

http://www.dot.state.fl.us/statematerialsoffice/administration/resources/library/publications/materialsmanual/documents/v1-section32-clean.pdf

u. Florida Department of Transportation Design Bulletins and Update Memos

http://www.dot.state.fl.us/rddesign/Bulletin/Default.shtm

v. Florida Department of Transportation Utility Accommodation Manual

http://www.dot.state.fl.us/rddesign/utilities/UAM.shtm

w. Florida Department of Transportation Flexible Pavement Design Manual

http://www.dot.state.fl.us/pavementmanagement/PUBLICATIONS.shtm

x. Florida Department of Transportation Rigid Pavement Design Manual

http://www.dot.state.fl.us/pavementmanagement/PUBLICATIONS.shtm

y. Florida Department of Transportation Pavement Type Selection Manual

http://www.dot.state.fl.us/pavementmanagement/PUBLICATIONS.shtm

z. Florida Department of Transportation Traffic Engineering Manual

http://www.dot.state.fl.us/TrafficOperations//Operations/Studies/TEM/TEM.shtm

aa. Florida Department of Transportation Bicycle and Pedestrian Policies and Standards

http://www.dot.state.fl.us/safety/ped_bike/ped_bike_standards.shtm

bb. Federal Highway Administration Hydraulic Engineering Circular Number 18 (HEC 18).

http://www.fhwa.dot.gov/engineering/hydraulics/library_arc.cfm?pub_number=17

cc. Florida Department of Transportation Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways

http://www.dot.state.fl.us/rddesign/FloridaGreenbook/FGB.shtm

dd. Florida Department of Transportation Project Development and Environment Manual, Parts 1 and 2

http://www.dot.state.fl.us/emo/pubs/pdeman/pdeman1.shtm

ee. Florida Statutes

http://www.leg.state.fl.us/Statutes/index.cfm?Mode=View%20Statutes&Submenu=1&Tab=statutes&CFID=14677574&CFTOKEN=80981948

ff. Miami-Dade County and Local Municipal Ordinances.

2. The above list is not all inclusive and it is the responsibility of Contractor to comply with all applicable requirements whether included in this list or not. Additional project-specific criteria are provided throughout the Contract Documents

3. The above referenced Standards are intended to supplement, not supersede the requirements set forth herein and, unless otherwise noted, the latest revision shall apply. Where differences occur between referenced Standards and these Contract Documents, the more stringent shall apply unless otherwise noted in the Contract Documents or directed by Engineer in writing.

4. FDOT Standard Specifications.

a. FDOT Standard Specifications for Road and Bridge Construction (Divisions II & III), as amended by the Contract Documents, apply to an Article within these Specifications when:

1) The applicable FDOT Standard Specification Section (e.g. FDOT SECTION 415) is referenced in the title of the Article; or

2) The FDOT Standard Specification section, article, or subarticle is referenced within the Article (e.g. FDOT Section 415, FDOT 415-3; FDOT 415-5.1, etc.)

b. Unless otherwise specified, where page numbers are used in these Specifications to reference modifications to the FDOT Standard Specifications, it shall be understood to reference the 2007 edition.

C. Abbreviations

The following abbreviations, when used in the Contract Documents, represent the full text shown.

AAN	American Association of Nurserymen, Inc.
AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
AGC	The Associated General Contractors of America, Inc.
AGMA	American Gear Manufacturers Association
AIA	American Institute of Architects.
AISI	American Iron and Steel Institute
ANSI	American National Standards Institute, Inc.
APL	FDOT Approved Product List
AREA	American Railway Engineering Association
ASCE	American Society of Civil Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWG	American Wire Gauge
AWPA	American Wood Preservers Association
AWS	American Welding Society
AWWA	American Water Works Association
CFR	Code of Federal Regulations
CRSI	Concrete Reinforcing Steel Institute
DTPW	Miami-Dade County Department of Transportation and Public Works
EASA	Electrical Apparatus Service Association
EPA	Environmental Protection Agency of the United States Government
F.A.C.	Florida Administrative Code
FBC	Florida Building Code
FDEP	Florida Department of Environmental Protection
FDOT	Florida Department of Transportation
FHWA	Federal Highway Administration
FM	Florida Method or Florida Sampling and Testing Method
F.S.	Florida Statutes
FSS	Federal Specifications and Standards
IEEE	Institute of Electrical and Electronics Engineers
IES	Illuminating Engineering Society
IMSA	International Municipal Signal Association
IPCEA	Insulated Power Cable Engineers Association
ISO	International Organization for Standards
MDC	Miami-Dade County
MSTCSD	Minimum Specifications for Traffic Control Signals and Devices
MUTCD	Manual on Uniform Traffic Control Devices
NEC	National Electrical Code
NEMA	National Electrical Manufacturers Association
NESC	National Electrical Safety Code
NFPA	National Fire Protection Association
NIST	National Institute for Standards and Technology
NOAA	National Oceanic and Atmospheric Administration
NSF	NSF International
OSHA	Occupational Safety and Health Administration
PCA	Portland Cement Association
SAE	Society of Automotive Engineers
SBE-CONST	Small Business Enterprise-Construction
SI	International System of Units
SSPC	Society of Protective Coatings
TSSQPL	Traffic Signals and Signs Qualified Products List
UL	Underwriters' Laboratories

U.S.C. United States Code

D. Definitions

The following terms, when used in the Specifications, have the meaning described.

1. Approved Product List (APL): A listing of approved traffic control signals and devices, and ancillary devices or system equipment that the Department has reviewed for compliance to specifications and authorized for use on the streets and highways of Florida. The APL is available on the Traffic Engineering and Operations web site.

2. Article. The numbered prime subdivision of a Division of these Specifications.

3. Bracing. A temporary structural member(s) placed between beams, girders, piles columns, etc. to provide stability during construction activities.

4. Bridge. A structure, including supports, erected over a depression or over an obstruction such as water, highway or railway, or for elevated roadway, for carrying traffic or other moving loads, and having a length, measured along the center of the roadway, of more than 20 feet between the inside faces of end supports. A multiple-span box culvert is considered a bridge, where the length between the extreme ends of the openings exceeds 20 feet.

5. Calendar day. Every day shown on the calendar, ending and beginning at midnight. Unless otherwise stipulated in the Contract Documents, the term “days” shall be understood as calendar days. In computing any period of time prescribed or allowed by this Contract, the day of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included unless it is a Saturday, Sunday, or legal holiday, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or legal holiday. When the period of time prescribed or allowed is less than 7 days, intermediate Saturdays, Sundays, and legal holidays shall be excluded in the computation.

6. Construction Affecting Public Safety. Construction that may jeopardize public safety such as structures spanning functioning vehicular roadways, pedestrian walkways, railroads, navigation channels of navigable waterways and walls or other structure foundations located in embankments immediately adjacent to functioning roadways. It does not apply to those areas of the site under Contractor’s control and outside the limits of normal public access.

7. Contract. The term “Contract” means the entire and integrated agreement between the parties thereunder and supersedes all prior negotiations, representations, or agreements, either written or oral. The executed Contract Documents form the Contract between the Department (on behalf of the County) and Contractor setting forth the obligations of the parties thereunder, including, but not limited to, the performance of the Work and the basis of payment.

8. Contract Documents. Consists of those items so designated in and inclusive of the executed Contract. Only printed or hard copies of the items listed in the executed Contract Form are Contract Documents.

9. Contract Time. The maximum number of calendar days, including authorized time extensions, allowed for final completion of all Contract work and requirements. Also called Contract Duration.

10. Contract Unit Price. Refers to the Unit Price provided by the Contract that is fixed at time of Contract award.

11. Contractor. The individual, firm, joint venture, or company contracting with the County to perform the Work pursuant to the Contract.

12. Contractor’s Engineer of Record.

    a. A Professional Engineer registered in the State of Florida, other than the Engineer of Record or his subcontracted consultant, who undertakes the design and drawing of components of the permanent structure as part of a redesign, or for repair designs and details of the permanent work. Contractor’s Engineer of Record may also serve as the Specialty Engineer.

    b. Contractor’s Engineer of Record must be an employee of a pre-qualified firm. The firm shall be pre-qualified in accordance with the Rule 14-75, F.A.C. Any Corporation or Partnership offering engineering services must hold a Certificate of Authorization from the Florida Board of Professional Engineers.

    c. As an alternate to being an employee of a pre-qualified firm, Contractor’s Engineer of Record may be a pre-qualified Specialty Engineer. For items of the permanent Work declared by the FDOT Construction Office to be ”major” or “structural”, the work performed by a pre-qualified Specialty Engineer must be checked by another pre-qualified Specialty Engineer. An individual Engineer may become pre-qualified in the work groups listed in Rule 14-75, F.A.C., if the requirements for the Professional Engineer are met for the individual work groups. Pre-qualified Specialty Engineers are listed on the FDOT Construction Office website. Pre-qualified Specialty Engineers will not be authorized to perform redesigns of items fully detailed in the Plans.

13. Contractor Originated Designs. Items which the Contract Documents require Contractor to design, detail and incorporate into the permanent works.

14. Controlling Work Items. The activity or work item on the critical path having the least amount of total float. The controlling item of work will also be referred to as a Critical Activity.

15. County. Miami-Dade County, Florida.

16. Culverts. Any structure not classified as a bridge that provides an opening under the roadway.

17. Department. Miami-Dade County Department of Transportation and Public Works.

18. Engineer. The County Engineer, acting directly or through duly authorized representatives; such representatives acting within the scope of the duties and authority assigned to them.

    a. 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 Engineer," "by the Engineer," "to the Engineer," or "of the Engineer."

19. Engineer of Record. The Professional Engineer or Engineering Firm registered in the State of Florida that develops the criteria and concept for the project, performs the analysis, and is responsible for the preparation of the Plans and Specifications. The Engineer of Record may be Departmental in-house staff or a consultant retained by the Department. Contractor shall not employ the Engineer of Record as Contractor's Engineer of Record or as a Specialty Engineer.

20. Equipment. The machinery and equipment, together with the necessary supplies for upkeep and maintenance thereof, and all other tools and apparatus necessary for the construction and acceptable completion of the work.

21. Extra Work. Any "work" which is required by Engineer to be performed and which is not otherwise covered or included in the project by the existing Contract Documents, whether it be in the nature of additional work, altered work, deleted work, work due to differing site conditions, or otherwise. This term does not include a "delay".

22. Falsework. Includes any temporary construction work used to support the permanent structure until it becomes self-supporting. Falsework includes steel or timber beams, girders, columns, piles and foundations, and any proprietary equipment including modular shoring frames, post shores, and adjustable horizontal shoring.

23. Formwork. Includes any structure or mold used to retain plastic or fluid concrete in its designated shape until it hardens. Formwork comprises common materials such as wood or metal sheets, battens, soldiers and walers, ties, proprietary forming systems such as stay-in-place metal forms, and proprietary supporting bolts, hangers and brackets. Formwork may be either permanent formwork requiring a shop drawing submittal such as stay-in-place metal or concrete forms, or may be temporary formwork which requires certification by the Specialty Engineer for Construction Affecting Public Safety and for Major and Unusual Structures.

24. Highway, Street, or Road. A general term denoting a public way for purposes of vehicular travel, including the entire area within the right-of-way.

25. Holidays. Days designated by Miami-Dade County as holidays, which include, but are not limited to, New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day and the following Friday, and Christmas Day.

26. Inspector. An authorized representative of the Engineer, assigned to make official inspections of the materials furnished and of the work performed by Contractor.

27. Laboratory. The official testing laboratory authorized by the Department.

28. Major and Unusual Structures: Bridges of complex geometry and/or complex design. Generally, this includes the following types of structures:

    a. Bridges with an individual span longer than 300 feet.
    b. Structurally continuous superstructures with spans over 150 feet.
    c. Steel box and plate girder bridges.
    d. Steel truss bridges.
    e. Concrete segmental and longitudinally post-tensioned continuous girder bridges.
    f. Cable stayed or suspension bridges.
    g. Arch bridges.
    h. Tunnels.
    i. Movable bridges (specifically electrical and mechanical components).
    j. Rehabilitation, widening, or lengthening of any of the above.

29. Major Item of Work. Any item of work having an original Contract value in excess of 5% of the original Contract amount.

30. Materials. Any substances to be incorporated in the work under the Contract.

31. Median. The portion of a divided highway or street separating the traveled ways for traffic moving in opposite directions.

32. Minimum Specifications for Traffic Control Signals and Devices (MSTCSD): The minimum specifications used by FDOT for the evaluation, certification, and approval of official traffic control signals and devices and ancillary devices for use on the streets and highways of Florida. The specifications are available on the FDOT Traffic Engineering and Operations web site.

33. Permanent Works. All the permanent structures and parts thereof required of the completed Contract.

34. Plans. The part of the Contract Documents prepared or approved by the Engineer, including reproductions thereof, which graphically shows or supplements the scope, extent, and character of the Work to be performed by Contractor. Whenever the word "Plans" appears in these Contract Documents, it shall include any related drawings or standard details referenced by the Contract Documents.

35. Right-of-Way. The land that the Department has title to, or right of use, for the road and its structures and appurtenances, and for material pits furnished by the Department.

36. Roadbed. The portion of the roadway occupied by the subgrade and shoulders.

37. Roadway. The portion of a highway within the limits of construction.

38. Scaffolding. An elevated work platform used to support workmen, materials and equipment, but not intended to support the structure.

39. Section. A numbered prime division of these Specifications.

40. Shop Drawings. All working, shop and erection drawings, associated trade literature, calculations, schedules, manuals and similar documents submitted by Contractor to define some portion of the Work. The Work may include both permanent and temporary works as appropriate to the Project. Shop Drawings and other contractor submittals are not Plans as so defined.

41. Shoring. A component of falsework such as horizontal, vertical or inclined support members. In this Section, this term is interchangeable with falsework.

42. Special Erection Equipment. Includes launching gantries, beam and winch equipment, form travelers, stability towers, strong-backs, erection trusses, launching noses or similar items made purposely for construction of the structure. It does not apply to commonly available proprietary construction equipment such as cranes.

43. Special Provisions. Project specific clauses adopted by the Department that add to or revise these Specifications and associated supplemental specifications, or provide other requirements applicable to the Contract.

44. Specialty Engineer.

    a. A Professional Engineer registered in the State of Florida, other than the Engineer of Record or his subcontracted consultant, who undertakes the design and drawing preparation of components, systems, or installation methods and equipment for specific temporary portions of the Work or for special items of the permanent works not fully detailed in the plans and required to be furnished by Contractor such as but not limited to pot bearing designs, non-standard expansion joints, mechanically stabilized earth wall designs and other specialty items. The Specialty Engineer may also provide designs and details for items of the permanent work declared by the FDOT Construction Office to be “minor” or “non-structural”. The Specialty Engineer may be an employee or officer of Contractor or a fabricator, an employee or officer of an entity providing components to a fabricator, or an independent consultant.

    b. For items of work not specifically covered by Rule 14-75, F.A.C., a Specialty Engineer is qualified if he has the following qualifications:

        1) Registration as a Professional Engineer in the State of Florida.

        2) The education and experience necessary to perform the submitted design as required by the Florida Board of Professional Engineers.

45. Specifications. The directions, provisions, and requirements contained herein, together with all stipulations contained in the Contract Documents, setting out or relating to the method and manner of performing the work, or to the quantities and qualities of materials and labor to be furnished under the Contract.

46. State. State of Florida.

47. Structure. Any waterworks, drainage works, sewage works, river works, earthworks or constructions of any kind, including those of earth or rock, permanent or temporary, and including bridges, dam, wall, caisson, mast, tower, pylon, underground tank, earth retaining elements or assembly of elements, formwork, falsework, scaffold, fences, poles, buildings, pavings, inlets, levees, tide gates, spillways, drop structures, any structure similar to the foregoing, and any other form of building, construction, arrangement of parts, elements, or materials found in structures.

48. Subarticle. A prime subdivision of an Article of these Specifications.

49. Subgrade. The portion of the roadbed immediately below the base course or pavement, including below the curb and gutter, valley gutter, shoulder and driveway pavement. The subgrade limits ordinarily include those portions of the roadbed shown in the plans to be constructed to a design bearing value or to be otherwise specially treated. Where no limits are shown in the plans, the subgrade section extends to a depth of 12 inches below the bottom of the base or pavement and outward to 6 inches beyond the base, pavement, or curb and gutter.

50. Substructure. All of that part of a bridge structure below the bridge seats, including the parapets, backwalls, and wingwalls of abutments.

51. Superintendent. Contractor’s authorized representative in responsible charge of the work.

52. Superstructure. The entire bridge structure above the substructure, including anchorage and anchor bolts, but excluding the parapets, backwalls, and wingwalls of abutments.

53. Surety. The corporate body that is bound by the Contract Bond with and for Contractor and responsible for the performance of the Contract and for payment of all legal debts pertaining thereto.

54. Temporary Works. Any temporary construction work necessary for the construction of the permanent works. This includes but is not limited to bracing, falsework, formwork, scaffolding, shoring, temporary earthworks, sheeting, cofferdams, and special erection equipment.

55. Traveled Way. The portion of the roadway providing for the movement of vehicles, exclusive of shoulders and auxiliary lanes.

56. Traffic Control Signals and Devices. Any signal or device, manually, electrically or mechanically operated, by which traffic is alternately directed to stop and permitted to proceed or controlled in any manner. Traffic control signals and devices regulate, warn, or guide traffic on, over or adjacent to a street, highway, pedestrian facility, or bikeway by authority of a public agency having jurisdiction. Traffic control signals and devices include, but are not limited to, controller assemblies (controller cabinets and their contents); signal heads including their hanging or mounting devices; vehicle detection systems (loops, sealant, amplifier, lead-in wire, or cable); pedestrian detection systems (push button, push button housing, lead-in wires, and signal); motorist information systems, video equipment, network devices, dynamic message signs, highway advisory radios, cameras, vehicle detection systems, and other equipment used within a traffic control system.

57. Underground Facilities. All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any

encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

58. Work. All labor, materials and incidentals required to execute and complete the requirements of the Contract including superintendence, use of equipment and tools, and all services and responsibilities prescribed or implied.

59. Working Day. Any calendar day on which Contractor works or is expected to work in accordance with the approved work progress schedule.

1.02 WORK COVERED BY THE CONTRACT DOCUMENTS

A. Intent of Contract and Contract Documents

1. The intent of the Contract and Contract Documents is to describe a functionally complete project (or part thereof) to be constructed, and to provide for the construction and completion in every detail of the Work described therein.

2. The intent of the Contract is for Contractor to provide, at no additional cost to the County, all labor, documentation, services, materials, equipment, tools, transportation, and supplies that are:

a. Necessary to complete the Work in accordance with the Contract Documents.

b. Reasonably inferred and incidental to the Work, whether or not specifically called for by the Contract Documents.

B. Alteration of Plans or of Character of Work

1. Engineer reserves the right to make, at any time prior to or during the progress of the Work, such increases or decreases in quantities, whether a significant change or not, and such alterations in the details of construction, whether a substantial change or not, including but not limited to alterations in the grade or alignment of the road or structure or both, as may be found necessary or desirable by the Engineer. The term “significant change” applies only when the Engineer determines that the character of the work, as altered, differs materially from that involved or included in the original proposed construction.

2. Such increases, decreases or alterations shall not constitute a breach of Contract, shall not invalidate the Contract, nor release the Surety from any liability arising out of this Contract or the Surety bond. Contractor agrees to perform the work, as altered, the same as if it had been a part of the original Work.

3. The Department may require work that is not covered by a price in the Contract if the Department determines that such work does not constitute a significant change and is essential to the satisfactory completion of the Contract within its intended scope. If an adjustment in price is warranted, Engineer will determine the basis of payment for such an adjustment in a fair and equitable amount and authorize the adjustment through an executed Negotiated Acceptance Memorandum (NAM) provided by the Department.

4. In the instance of an alleged significant change, Engineer will review all pertinent information provided by Contractor to determine the validity of the allegation. The determination by Engineer shall be conclusive and shall not be subject to challenge by Contractor in any forum, except upon Contractor establishing by clear and convincing proof that the determination by Engineer was without any reasonable and good-faith basis.

C. Connections to Existing Pavement, Drives and Walks

1. Adhere to the limits of construction at the beginning and end of the Project as detailed in the Contract Documents. However, if Engineer determines that it is necessary to extend the construction in order to make suitable connections to existing pavement, Engineer will authorize such a change.

2. For necessary connections to existing pavement, walks and drives that are not indicated on the Plans, Engineer will provide direction regarding the proper connections in accordance with the applicable Standards.

D. Differing Site Conditions

1. During the progress of the Work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the Contract Documents, or if unknown physical conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the Contract are encountered at the site, the party (County or Contractor) discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before Contractor disturbs the conditions or performs the affected work.

2. Upon receipt of written notification of differing site conditions from Contractor, Engineer will investigate the conditions. If Engineer determines that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the Contract, an adjustment will be made, excluding loss of anticipated profits, and the Contract will be modified in writing accordingly. Engineer will notify Contractor whether or not an adjustment of the Contract is warranted.

3. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:

a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to the County with respect to Contract Price and Contract Times by the submission of a Bid; or

b. The existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor’s making a Bid; or

c. Contractor failed to give the written notice as required by this Article.

4. Engineer will not allow a Contract adjustment for a differing site condition unless Contractor has provided the required written notice.

5. Engineer will not allow a Contract adjustment under this clause for any effects caused to any other Department or non-Department projects on which Contractor may be working.

E. Underground Facilities.

1. It is generally recognized and Contractor should anticipate that information provided by utility owners during project design, frequently fails to disclose all Underground Facilities. The fact that more utility lines or other Underground Facilities are located in the Project Site than shown on the Project Plans does not constitute an unforeseen or differing Site Condition and such undisclosed Underground Facilities do not differ materially from the conditions which Contractor should expect.

2. Any information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to the County design engineer by the owners of such Underground Utilities. Additional utilities may exist which are not shown in the Contract Documents. Unless it is otherwise expressly stated in the Special Provisions, the County is not responsible for the accuracy or completeness of any such information or data provided

3. Contractor is responsible for field verification and location of all Underground Facilities prior to the start of construction. No field work shall be allowed to start until Contractor has notified Sunshine State One-Call of Florida, Inc. and all affected utilities have been located. In addition, Contractor, without any additional compensation, must expose and physically locate all potentially conflicting Underground Facilities prior to construction and is fully responsible for:

   a. Reviewing and checking all Underground Facilities information and data;

   b. Locating and verifying all Underground Facilities at or contiguous to the Site;

   c. Coordination of the Work with the owners of such Underground Facilities, including the County, during construction; and

   d. The safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

4. The actual locations of the Underground Facilities must be compared to locations shown on the Plans and any required changes in alignment and grade must be made at the time of construction in consultation with Engineer.

5. If an Underground Utilities is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents:

   a. Identify the owner of such Underground Facilities and give written notice to that owner and to Engineer promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

   b. Engineer will promptly review the Underground Facilities and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. If Engineer determines that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of the Work, an adjustment will be made, excluding loss of anticipated profits, and the Contract will be modified in writing accordingly. Engineer will notify Contractor whether or not an adjustment of the Contract is warranted.

F. Contractor Proposed Changes Affecting Utilities

1. Contractor is responsible for identifying and assessing any potential impacts to a utility that may be caused by the changes proposed by Contractor, and Contractor must, at the time of making the request for a change, notify the Department in writing of any such potential impacts to utilities.

2. Department approval of a Contractor proposed change does not relieve Contractor of sole responsibility for all utility impacts, costs, delays or damages, whether direct or indirect, resulting from Contractor initiated changes in the design or construction activities from those in the original Contract Specifications, design plans (including traffic control plans) or other Contract Documents and which effect a change in utility work different from that shown in the utility plans, joint project agreements or utility relocation schedules.

G. Rights in and Use of Materials Found on the Site of the Work

1. Ownership and Disposal of Existing Materials: Unless otherwise directed by Engineer or elsewhere in the Contract Documents, take ownership and dispose of all materials that are not designated as the property of other parties, in both roadway and structures, found on the right-of-way, and all material in structures designated for removal. Such materials do not include earth or other excavated material required for the construction of the Project. During construction, Contractor may use materials from existing structures that are required to be removed and that are designated to remain the property of the Department. Do not cut or otherwise damage such material during removal unless Engineer gives permission to do so. Store material in an accessible location as Engineer directs. The Department is not responsible for the quality or quantity of any material salvaged.

2. Ornamental Trees and Shrubs: Take ownership of all ornamental trees or shrubs existing in the right-of-way that are required to be removed for the construction operations and which are not specifically designated on the Plans to be reset, relocated, or to be removed by others prior to the construction operations.

H. Restoration of Property

1. Take preconstruction videos/pictures of the entire work zone and adjacent areas.

2. Public or private property damaged during construction or removed for convenience of the Work must be repaired or replaced at Contractor's expense in a manner acceptable to Engineer, prior to final acceptance of the Work or sooner if otherwise required by the Contract Documents or Engineer. This includes, but is, not limited to signalization equipment and miscellaneous hardware removed from the construction site, signs, driveways, landscaping, sidewalk, walkways, walls, fences, footings, underground utilities, etc.

3. Contractor must comply with the requirements of Miami-Dade County Code Section 2-103.1 (b), CONSTRUCTION OF PUBLIC UTILITIES OR WORKS IN PUBLIC RIGHTS-OF-WAY

   a. "Whenever any person, corporation, partnership, association, County Department or other legal entity performs any construction or public work within an existing right-of-way located within unincorporated Miami-Dade County, or in right-of-ways of roads or streets located within municipalities that are maintained by the County, the right-of-way, including sidewalks, curbs and gutters, landscaping and must be restored to their legally permissible preexisting condition, including any aesthetic enhancements thereto and any adjacent private property damaged during construction, within forty-five (45) days of completion of the construction or public work in that right of way or within forty-five (45) days of damage to the affected property or area, which ever occurs first. Prior to the time such construction work begins, the contractor, by posting the construction site, shall inform the local community of the requirement to restore the right-of-way as well as any affected adjacent private property and the fines that could be imposed for each failure to do so. All work to be done pursuant to this Section shall be performed in compliance with the Public Works Manual. Any entity failing to restore the right-of-way to its preexisting condition or better within the time permitted shall be subject to a civil fine of five hundred dollars ($500.00) per violation per day until such time as the right-of-way is restored, as well as five hundred dollars ($500.00) per day for each affected adjacent private property until it is restored." Contractor may obtain a complete copy of the Ordinance from the Clerk of the Board.

   b. Post the construction site pursuant to Miami-Dade County Code Section 2-103 (b). The Public Notice to be posted is to read as follows:

> ***PUBLIC NOTICE***
> ***ORDINANCE NO. 03-89***
>
> *Contractor shall restore the right-of-way as well as any affected adjacent private property within 45 days of completion of construction or damage to the affected property or area, whichever occurs first.*
>
> *Any entity failing to restore the right-of-way to its pre-existing condition or better within the time promoted shall be subject to a civil fine of $500 per violation per day.*

4. Survey monuments.

   a. Upon completion of construction activities and prior to the expiration of the Contract:

      1) Coordinate the replacement of any monument(s) disturbed or destroyed.

      2) Submit to Engineer for review and approval, a survey report that includes all monuments replaced and all monuments impacted as a result of construction activities.

   b. The replacement of monuments and the preparation of the survey report must be by a licensed Florida Surveyor and Mapper and meet all applicable State Rules, Statutes, and requirements of the Department. All costs required for compliance with these requirements will be included among the Contract pay items.

5. Failure to Restore Damaged Property:

   a. In case of failure on the part of Contractor to restore such property, bridge, road or street, or to make good such damage or injury, Engineer may, upon 48 hours notice, proceed to repair, rebuild, or otherwise restore such property, road, or street as may be deemed necessary, and the Department will deduct the cost thereof from any monies due or which may become due Contractor under the Contract. Nothing in this clause prevents the Contractor from receiving proper compensation for the removal, damage, or replacement of any public or private property, not shown on the plans, that is made necessary by alteration of grade or alignment. Engineer will authorize such work, provided that Contractor, or his employees or agents, have not, through their own fault, damaged such property.

6. Work Site Clean-Up:

   a. Debris and trash shall be removed from the site daily.

   b. Upon completion of all work specified herein at each work site and before acceptance and payment is made, Contractor shall remove from each work site all machinery, equipment, surplus and discarded materials, rubbish and temporary structures. Material cleared from site and deposited on adjacent property will not be considered as having been disposed of satisfactorily.

I. Final Cleaning Up of Right-of-Way

1. Upon completion of the Work, and before the Department accepts the Work and makes final payment, remove from the right-of-way and adjacent property all falsework, equipment, surplus and discarded materials, rubbish and temporary structures; restore in an acceptable manner all property, both public and private, that has been damaged during the prosecution of the work; and leave the waterways unobstructed and the roadway in a neat and presentable condition throughout the entire length of the work under Contract. Clean all areas impacted by the Work and remove sedimentation in drainage structures caused by the construction activities.

2. Do not dispose of materials of any character, rubbish or equipment, on abutting property, with or without the consent of the property owners. Engineer will allow Contractor to temporarily store equipment, surplus materials, usable forms, etc., on a well-kept site owned or leased by Contractor, adjacent to the Project. However, do not place or store discarded equipment, materials, or rubbish on such a site.

3. Shape, dress and restore areas adjacent to the Project right-of-way that were used as plant sites, materials storage areas or equipment yards when they are no longer needed for such purposes.

1.03 CONTROLLING WORK

A. Plans

1. Contract Documents: Have one complete copy of the Contract Documents available on the worksite at all times.

2. Department's Plans: Unless otherwise labeled, all Items shown on the Plans are considered to be part of the Work, and must be incorporated into the Work and included in the established prices.

3. Alterations in Plans: The Department will issue, in writing, all authorized alterations affecting the requirements and information given on the approved plans.

B. Typical Details and/or Sketches

1. Typical details and/or sketches regarding the proposed work may be provided in addition to the standard details that are available in the Miami-Dade County Public Works Manual and the latest edition of the Florida Department of Transportation's Design Standards for Design, Construction, Maintenance and Utility Operations on The State Highway System.

2. County through its Engineer shall have the right to modify the details and/or sketches, to supplement the sketches with additional plans and/or with additional information as work proceeds; all of which shall be considered as plans accompanying these Specifications herein generally referred to as the "Plans." In case of disagreement between the Plans and Specifications, Engineer will make a final determination as to which will govern.

C. Or-Equals and Substitutes

1. Except where specifically provided, whenever material or equipment is specified or described in the Contract Documents by proprietary name or as being available from a particular supplier, the intent is to establish the type, function, appearance, and quality required. A written request to Engineer to authorize an "or-equal" or "substitute" material or equipment may be submitted as described below unless the item specified or described contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted.

a. Or-Equal Material or Equipment:

1) Material or equipment proposed by Contractor may be considered by Engineer as an "or equal" item if in Engineer's sole discretion the item proposed is functionally equal and sufficiently similar to that specified or described in the Contract Documents and that no change in related Work will be required.

2) Contractor has the burden of proving at Contractor's own cost and expense, to the satisfaction of Engineer, that the proposed item is equal to the named item. If Contractor fails to comply with the provisions of this Article, or if Engineer determines that the proposed item is not equal to that named, Contractor must supply the product named.

3) For the purposes of this Article and at Engineer's sole discretion, a proposed item of material or equipment will be considered functionally equal to the item specified or described in the Contract Documents if:

a) In the exercise of reasonable judgment Engineer determines that the proposed item is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics; will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; has a proven record of performance and availability of responsive service; and

b) Contractor certifies that, if approved and incorporated into the Work, there will be no increase in cost to the County or increase in Contract Times, and the proposed item will conform substantially to the detailed requirements of the item named in the Contract Documents.

b. Substitute Material or Equipment:

1) If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, it may be proposed for consideration as a substitute item by Contractor submitting sufficient information as stipulated below to allow Engineer to determine that the item of material or equipment proposed is essentially equivalent to and an acceptable substitute for that named. Requirements pertaining to a proposed substitute item request for review by Engineer will be as set forth in this Article, as supplemented in the Contract Documents, and as Engineer may decide are appropriate under the circumstances.

2) Contractor must make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application shall:

a) Certify that the proposed substitute item will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified, and be suited to the same use as that specified;

b) State the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time; whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents to adapt the design to the proposed substitute item; and whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;

c) Identify all variations of the proposed substitute item from that specified, and available engineering, sales, maintenance, repair, and replacement services;

d) Contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.

2. Substitute Construction Methods or Procedures: If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. For Engineer approval, submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be as set forth in this Article, as supplemented in the Contract Documents, and as Engineer may decide are appropriate under the circumstances.

3. Engineer's Evaluation: Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to this Article and will be the sole judge of acceptability. Engineer may require Contractor to furnish additional data about the proposed substitute item. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by receipt from Engineer of either a written approval or Change order where required for a substitute; or an approved Shop Drawing or written approval for an "or equal." Engineer will advise Contractor in writing of any negative determination. Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense. County may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute item.

4. Engineer's Cost Reimbursement: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to this Article whether or not Engineer approves a substitute item so proposed or submitted by Contractor, Contractor shall reimburse the County for the costs for evaluating each such proposed substitute. Contractor shall also reimburse the County for the costs of making changes in the Contract Documents from the acceptance of each proposed substitute.

D. Right Of Way Verification

1. All Work and improvements shall be performed, constructed and installed within the limits of the existing Right-of-Way pursuant to the Contract Documents.

2. Obtain all necessary documentation for verifying rights-of-way and property lines.

3. Retain a Florida Registered Surveyor and Mapper to obtain right-of-way and property lines by examining available rights-of-way maps, plats, occupation, legal descriptions or other legal documents or means. The Surveyor will layout the required alignments and grades and be responsible for their accuracy.

4. All field notes on this Project must be kept in a dedicated field book. Submit all field books to Engineer once the Project is completed or prior to completion when a field book gets filled.

5. All costs for complying with these requirements are included under the several scheduled items of the overall Contract. Therefore, no separate payment will be made for this work.

E. Shop Drawings

1. Shop Drawings:

a. General. Prepare and submit whatever detailed working drawings necessary to fabricate, erect, and construct all parts of the Work in conformity with the Plans and Specifications. Shop drawings shall be submitted to Engineer; two sets will be returned to Contractor approved or showing the changes or corrections required; if changes or corrections are required, four revised copies shall be resubmitted until they are approved. Payment for shop drawings and required documents, revisions thereof, and for all copies furnished, shall be included in the various items of work bid. Contractor should allow a minimum of 14 days for the County's approval of shop drawings. County is not responsible for errors or minor discrepancies of Contractor's drawings, even though approved.

b. Work Items Requiring Shop Drawings: In general, the Department requires shop drawings for items of work not fully detailed in the plans which require additional drawings and coordination prior to constructing the item, including but not limited to:

1) Bridge components not fully detailed in the plans

2) Retaining Wall Systems

3) Precast Box Culverts

4) Non-standard lighting, signalization and signing structures and components

5) Building structures

6) Drainage structures, attenuators, and other nonstructural items

7) Design and structural details furnished by Contractor in compliance with the Contract

8) Temporary Works affecting public safety.

c. Schedule of Submittals: Prepare and submit a schedule of submittals that identifies the work for which shop drawings apply. For each planned submittal, define the type, and approximate number of drawings or other documents that are included and the planned submittal date, considering the processing requirements herein. Submit the schedule of submittals to Engineer at the preconstruction conference, and prior to the submission of any shop drawings. Coordinate subsequent submittals with construction schedules to allow sufficient time for review, approval, and re-submittal as necessary.

d. Style, Numbering, and Material of Submittals:

1) Drawings: Furnish four clearly legible copies of all shop drawings that are necessary to complete the structure in compliance with the design shown on the Plans. Prepare all shop drawings using the same units of measure as those used in the Plans. Use sheets no larger than 11 by 17 inches unless otherwise required by Engineer. Consecutively number each sheet in the submittal series, and indicate the total number in the series (i.e., 1 of 12, 2 of 12, . . ., 12 of 12). Include on each sheet the following items as a minimum requirement: the Project Number, Bridge Number(s), drawing title and number, a title block showing the names of the fabricator or producer and Contractor for which the work is being done, the initials of the person(s) responsible for the drawing, the date on which the drawing was prepared, the location of the item(s) within the Project, Contractor's approval stamp with date and initials, and, when applicable, the documents shall be signed and sealed by the Specialty Engineer or Contractor's Engineer of Record, as appropriate. A re-submittal will be requested when any of the required information is not included.

2) Other Documents: Provide four sets of original documents or clearly legible copies of documents other than drawings, such as trade literature, catalogue information, calculations, and manuals. Provide sheets no larger than 11 by 17 inches unless otherwise required by Engineer. Clearly label and number each sheet in the submittal to indicate the total number of sheets in the series (i.e., 1 of 12, 2 of 12, . . ., 12 of 12). Additional sets of documentation may be required by Engineer for review of precast prestressed and structural steel components.

3) Prepare all documents using the same units of measure as those used in the Contract Documents. Bind and submit all documents with a Table of Contents cover sheet. List on the cover sheet the total number of pages and appendices, and include the Project Number, a title referencing the submittal item(s), the name of the firm and person(s) responsible for the preparation of the document, Contractor's approval stamp with date and initials, and, when applicable, the documents shall be signed and sealed by the Specialty Engineer or Contractor's Engineer of Record, as appropriate.

4) Submit appropriately prepared and checked calculations and manuals that clearly outline the design criteria. Include on the internal sheets the Project Number and the initials of the person(s) responsible for preparing and checking the document.

5) Clearly label trade literature and catalogue information on the front cover with the title, Project Number, date and name of the firm and person(s) responsible for that document.

e. Submittal Paths and Copies:

1) General: Submit shop drawings to Engineer or Engineer's duly authorized representative. At the preconstruction conference, the Department will notify Contractor of any changes in the submittal path and whether the Department's or the Consultant's review stamp will signify an officially reviewed shop drawing. When the Engineer of Record is a consultant hired by the Department, submit shop drawings to the consultant with a copy to Engineer. For work requiring other documentation (e.g., catalog data, procedure manuals, fabrication/welding procedures, and maintenance and operating manuals), submit the required number of copies with the prints. If not shown on the plans, the Department will furnish the mailing address of the Consulting Engineer of Record. Provide copies of material certifications and material tests to Engineer.

2) Contractor-Originated Design: Submit shop drawings and applicable calculations to the Engineer of Record for review. Ensure that each sheet of the shop drawings and the cover sheet of the calculations are signed and sealed by the Specialty Engineer or Contractor's Engineer of Record. Transmit the submittal and copies of the transmittal letters in accordance with the submittal requirements stipulated herein.

3) Temporary Works: For Construction Affecting Public Safety, submit to the Engineer of Record shop drawings and the applicable calculations for the design of special erection equipment, bracing, falsework, scaffolding, etc. Ensure that each sheet of the shop drawings and the cover sheet of the applicable calculations is signed and sealed by the Specialty Engineer. Transmit the submittal and copies of the transmittal letters in accordance with the submittal requirements stipulated herein.

4) Formwork and Scaffolding: Contractor is solely responsible for the safe installation and use of all formwork and scaffolding. The Department does not require any formwork or scaffolding submittals unless such work would be classified as Construction Affecting Public Safety or called for by the Contract Documents.

5) Beam and Girder Temporary Bracing: Contractor is solely responsible for ensuring stability of beams and girders during all handling, storage, shipping and erection. Adequately brace beams and girders to resist wind, weight of forms and other temporary

loads, especially those eccentric to the vertical axis of the products, considering actual beam geometry and support conditions during all stages of erection and deck construction. Develop the required designs following the AASHTO Guide Design Specifications for Bridge Temporary Works and Construction Handbook for Bridge Temporary Works and the Contract Documents.

6) For Construction Affecting Public Safety, submit signed and sealed calculations for stability for all beams and girders.

7) Erection Plan: Submit, for Engineer's review, an Erection Plan that meets the specific requirements of FDOT Sections 450, 452 and 460 and this section. Refer to FDOT Design Standards Index 600 for construction activities not permitted over traffic.

8) Other Miscellaneous Design and Structural Details Furnished by Contractor in Compliance with the Contract: Submit to Engineer any shop drawings and applicable calculations. Ensure that each sheet of the shop drawings and the cover sheet of the applicable calculations is signed and sealed by the Specialty Engineer. Transmit the submittal and copies of the transmittal letters in accordance with the submittal requirements stipulated herein.

f. Processing of Shop Drawings:

1) Contractor Responsibility for Accuracy and Coordination of Shop Drawings:

a) Coordinate, schedule, and control all submittals, with a regard for the required priority, including those of the various subcontractors, suppliers, and engineers, to provide for an orderly and balanced distribution of the work.

b) Submit shop drawings to facilitate expeditious review. Contractor is discouraged from transmitting voluminous submittals of shop drawings at one time. For submittals transmitted in this manner, allow for the additional review time that may result.

c) Only shop drawings distributed that have been approved by the Department are valid. Any work that Contractor performs in advance of approval will be at Contractor's risk.

2) Scope of Review by Engineer: The Engineer of Record's review of the shop drawings is for conformity to the requirements of the Contract Documents and to the intent of the design. The Engineer of Record's review of shop drawings which include means, methods, techniques, sequences, and construction procedures are limited to the effects on the permanent works. The Engineer of Record's review of submittals which include means, methods, techniques, sequences, and construction procedures does not include an in-depth check for the ability to perform the work in a safe or efficient manner. Review by the Engineer of Record does not relieve Contractor of responsibility for dimensional accuracy to ensure field fit and for conformity of the various components and details.

3) Special Review by Engineer of Shop Drawings for Construction Affecting Public Safety: For Construction Affecting Public Safety, the Engineer of Record, or other Engineer as the Department appoints for this purpose, will make an independent review of all relevant shop drawings and similar documents. Do not proceed with construction of the permanent works until receiving the Engineer of Record's approval. The review of these shop drawings is for overall structural adequacy of the item to support the imposed loads and does not include a check for economy, efficiency or ease of construction.

g. Other Requirements for Shop Drawings for Bridges:

1) Shop Drawings for Structural Steel and Miscellaneous Metals: Furnish shop drawings for structural steel and miscellaneous metals. Shop drawings shall consist of working, shop, and erection drawings, welding procedures, and other working plans, showing details, dimensions, sizes of material, and other information necessary for the complete fabrication and erection of the metal work.

2) Shop Drawings for Concrete Structures: Furnish shop drawings for concrete components that are not cast-in-place and are not otherwise exempted from submittal requirements. Also, furnish shop drawings for all details that are required for the effective prosecution of the concrete work and are not included in the Contract Documents such as: special erection equipment, masonry layout diagrams, and diagrams for bending reinforcing steel, in addition to any details required for concrete components for the permanent work.

3) Shop Drawings for Major and Unusual Structures: In addition to any other requirements, within 60 days from the Notice to Proceed, submit information to Engineer outlining the integration of the Major and Unusual Structure into the overall approach to the project. Where applicable to the project, include, but do not limit this information to:

a) The overall construction program for the duration of the Contract. Clearly show the Milestone dates.

b) The overall construction sequence. The order in which individual structures are to be built, the sequence in which individual spans of girders or cantilevers are erected, and the sequence in which spans are to be made continuous.

c) The general location of any physical obstacles to construction that might impose restraints or otherwise affect the construction, and an outline of how to deal with such obstacles while building the structure(s).

d) The approximate location of any special lifting equipment in relation to the structure, including clearances required for the operation of the equipment.

e) The approximate location of any temporary falsework, and the conceptual outline of any special erection equipment. Provide the precise locations and details of attachments, fixing devices, loads, etc. in later detailed submittals.

f) An outline of the handling, transportation, and storage of fabricated components, such as girders or concrete segments. Provide the precise details in later detailed submittals.

g) Any other information pertinent to the proposed scheme or intended approach.

h) Clearly and concisely present the above information on as few drawings as possible in order to provide an overall, integrated summary of the intended approach to the project. The Department will use these drawings for information, review planning, and to assess Contractor's approach in relation to the intent of the original design. The delivery to and receipt by Engineer does not constitute any Department acceptance or approval of the proposals shown thereon. Include the details of such proposals on subsequent detailed shop drawing submittals. Submit timely revisions and re-submittals for all variations from these overall scheme proposals.

h. Cost of Shop Drawings: Include the cost of furnishing shop and working drawings in the Contract prices for the work requiring the shop and working drawings. The Department will not pay Contractor additional compensation for such drawings.

2. Certifications:

a. Special Erection Equipment: Prior to its use, ensure that the Specialty Engineer personally inspects the special erection equipment and certifies to Engineer in writing that the equipment has been fabricated in accordance with the submitted drawings and calculations. In addition, after assembly, ensure that the Specialty Engineer observes the equipment in use and certifies to Engineer in writing that it is being used as intended and in accordance with the submitted drawings and calculations. In each case, ensure that the Specialty Engineer also signs and seals the letter of certification.

b. Falsework and Shoring Requiring Shop Drawings: After its erection or installation but prior to the application of any superimposed load, ensure that the Specialty Engineer personally inspects the falsework and certifies to Engineer in writing that the falsework has been constructed in accordance with the materials and details shown on the submitted drawings and calculations. Ensure that the Specialty Engineer also signs and seals the letter of certification.

c. Temporary Formwork: For Construction Affecting Public Safety and for Major and Unusual Structures, prior to the placement of any concrete, ensure that the Specialty Engineer inspects the formwork and certifies to Engineer in writing that the formwork has been constructed to safely withstand the superimposed loads to which it will be subjected. Ensure that the Specialty Engineer signs and seals the letter of certification.

d. Erection: For Construction Affecting Public Safety, submit an erection plan signed and sealed by the Specialty Engineer to Engineer at least four (4) weeks prior to erection commencing. Include as part of this submittal signed and sealed calculations and details for any falsework, bracing or other connection(s) supporting the structural elements shown in the erection plan.

e. At least two (2) weeks prior to beginning erection, conduct a Preerection meeting with the Specialty Engineer and Engineer to review details of the plan.

f. After erection of the elements but prior to opening of the roadway below the structure, ensure that a Specialty Engineer has personally inspected the erected member(s) and certified to Engineer that the structure has been erected in accordance with the signed and sealed erection plan.

g. Perform daily inspections of the erected structural systems. For structures without temporary supports but with temporary girder bracing systems, perform inspections until all the diaphragms and cross frames are in place. For structures with temporary supports, perform inspections until the temporary supports are no longer needed as indicated in the erection plans. Provide written documentation of the inspections to Engineer within 24 hours of the inspection.

3. Corrections for Construction Errors:

a. For work that Contractor constructs incorrectly or does not meet the requirements of the Contract Documents, Contractor has the prerogative to submit an acceptance proposal to Engineer for review and disposition. The acceptance proposal shall describe the error or defect and either describe remedial action for its correction or propose a method for its acceptance. In either case, the acceptance proposal shall address structural integrity, aesthetics, maintainability, and the effect on Contract Time. The Department will judge any such proposal for its effect on these criteria and also for its effect on Contract Administration.

b. When Engineer judges that a proposal infringes on the structural integrity or maintainability of the structure, Contractor's Engineer of Record will perform a technical assessment and submit it to Engineer for approval.

c. Do not take any corrective action without Engineer's approval. Carry out all approved corrective construction measures at no expense to the County.

d. Notwithstanding any disposition of the compensation aspects of the defective work, Engineer's decision on the technical merits of a proposal is final.

F. Coordination of Contract Documents

1. 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.

2. All parts of the Contract Documents are complementary and describe and provide for a complete work. In addition to the work and materials specified in the Specifications as being included in any specific pay item, include in such pay items additional, incidental work, not specifically mentioned, when so shown in the plans, or if indicated, or obvious and apparent, as being necessary for the proper completion of the work under such pay item and not stipulated as being covered under other pay items.

3. Promptly notify Engineer in writing of any conflict, error, ambiguity, omission or discrepancy which Contractor may discover within the Contract Documents and obtain a written interpretation or clarification from Engineer before proceeding with any work affected thereby. The

higher quality, greater quantity, more specific or restrictive, or more expensive requirement necessary and applicable to the completed Project, based on Engineer's interpretation, will take precedence. Engineer's written decision on the issue will be final and binding.

G. Conformity of Work with Contract Documents

1. Perform all work and furnish all materials in conformity with the lines, grades, cross-sections, dimensions, and material requirements, including tolerances, as specified in the Contract Documents.
2. In the event that Engineer finds that Contractor has used material or produced a finished product that is not in conformity with the Contract Documents, but that Contractor has produced reasonably acceptable work, Engineer will determine if the Department will accept the work. In this event, Engineer will document the basis of acceptance by Contract modification, which provides for an appropriate reduction in the Contract price for such work or materials included in the accepted work as deemed necessary to conform to the determination based on engineering judgment.
3. In the event that Engineer finds that Contractor has used material or produced a finished product that is not in conformity with the Contract Documents, and that Contractor has produced an inferior or unsatisfactory product, Contractor shall remove and replace or otherwise correct the work or materials at no expense to the County.
4. For base and surface courses, the Department will allow the finished grade to vary as much as 0.1 foot from the grade shown in the plans, provided that Contractor's work meets all templates and straightedge requirements and contains suitable transitions.

H. Errors or Omissions in Contract Documents

1. Do not take advantage of any apparent error or omission discovered in the Contract Documents, but immediately notify Engineer of such discovery. Engineer will then make such corrections and interpretations as necessary to reflect the actual spirit and intent of the Contract Documents.

I. Authority of Engineer

1. Perform all work to the satisfaction of Engineer. Engineer will decide all questions, difficulties, and disputes, of whatever nature, that may arise relative to the interpretation of the Plans, construction, prosecution, and fulfillment of the Contract, and as to the character, quality, amount, and value of any work done, and materials furnished, under or by reason of the Contract.

J. Authority and Duties of Engineer's Assistants

1. Engineer's assistants and representatives are authorized to inspect all work done and all materials furnished. Such inspection may extend to all or any part of the work and to the manufacture, preparation, or fabrication of the materials to be used. Such assistants and representatives are not authorized to revoke, alter, or waive any requirement of these Specifications. Rather, they are authorized to call to the attention of Contractor any failure of the work or materials to meet the Contract Documents, and have the authority to reject materials or suspend the work until any questions at issue can be referred to and decided by Engineer.
2. Engineer will immediately notify Contractor in writing of any such suspension of the work, stating in detail the reasons for the suspension. The presence of the inspector or other assistant in no way lessens the responsibility of Contractor.

K. Engineering and Layout

1. Control Points Furnished by the Department:
   a. Engineer will provide centerline control points (Begin Project, End Project, PIs, PTs, etc.) and bench marks at appropriate intervals along the line of the project to facilitate the proper layout of the work. Normally, Engineer will furnish only one bench mark for water crossings. Preserve all reference points and bench marks that the Department furnishes.
   b. As an exception to the above, for projects where the plans do not show a centerline or other survey control line for construction of the work (e.g. resurfacing, safety modifications, etc.) Engineer will provide only points marking the beginning and ending of the project, and all exceptions.
2. Furnishing of Stake Materials: Furnish all stakes, templates, and other materials necessary for establishing and maintaining the lines and grades necessary for control and construction of the Work.
3. Layout of Work:
   a. Utilizing the control points furnished by the Department, establish all horizontal and vertical controls necessary to construct the work in conformity to the Contract Documents. Perform all calculations required, and set all stakes needed such as grade stakes, offset stakes, reference point stakes, slope stakes, and other reference marks or points necessary to provide lines and grades for construction of all roadway, bridge, and miscellaneous items.
   b. When performing utility construction as part of the project, establish all horizontal and vertical controls necessary to carry out such work.
4. Specific Staking Requirements:
   a. When performing new base construction as part of the Project, set stakes to establish lines and grades for subgrade, base, curb, and related items at intervals along the line of the work no greater than 50 feet on tangents and 25 feet on curves. Set grade stakes at locations that Engineer directs to facilitate checking of subgrade, base, and pavement elevations in crossovers, intersections, and irregular shaped areas.
   b. For bridge construction stakes and other control, set references at sufficiently frequent intervals to ensure construction of all components of a structure in accordance with the lines and grades shown in the plans.

c. For projects where the plans do not show a centerline or other survey control line for construction of the work (resurfacing, safety modifications, etc.), provide only such stakes as necessary for horizontal and vertical control of work items.

d. For resurfacing and resurfacing-widening type projects, establish horizontal controls adequate to ensure that the asphalt mix added matches with the existing pavement. In tangent sections, set horizontal control points at 100 foot intervals by an instrument survey. In curve sections, set horizontal control points at 25 foot intervals by locating and referencing the centerline of the existing pavement.

e. Establish by an instrument survey, and mark on the surface of the finished pavement at 25 foot intervals, the points necessary for striping of the finished roadway. As an exception, for resurfacing and resurfacing/widening projects, establish these points in the same manner as used for horizontal control of paving operations. Mark the pavement with white paint. If performing striping, Engineer may approve an alternate method for layout of striping provided that Contractor achieves an alignment equal to or better than the alignment that would be achieved using an instrument survey.

f. For projects that include temporary or permanent striping of “no passing zones”, provide the location and length of these zones as shown in the plans, except projects where the vertical or horizontal alignment is new or altered from preconstruction alignment. For projects that consist of new or altered vertical or horizontal alignment, the Department will provide the location and length of the "no passing zones" during construction. For these projects, notify Engineer not less than 21 calendar days prior to beginning striping.

g. For all projects, set a station identification stake at each right-of-way line at 100 foot intervals and at all locations where a change in right-of-way width occurs. Mark each of these stakes with painted numerals, of a size readable from the roadway, corresponding to the project station at which it is located. As an exception to the above, for projects where plans do not show right-of-way lines, set station identification stakes at locations and intervals appropriate to the type of work being done. For resurfacing and resurfacing/widening projects, set station identification stakes at 200 foot intervals.

5. Personnel, Equipment, and Record Requirements:

a. Employ only competent personnel and use only suitable equipment in performing layout work. Do not engage the services of any person or persons, employed by the Department, for performance of layout work.

b. Keep adequate field notes and records while performing layout work. Make these field notes and records available for Engineer’s review as the work progresses, and furnish copies to Engineer at the time of completion of the project. Engineer’s inspection, checking, or acceptance of Contractor’s field notes or layout work does not relieve Contractor of his responsibility to achieve the lines, grades, and dimensions shown in the Contract Documents.

c. Prior to final acceptance of the project, mark, in a permanent manner on the surface of the completed work, all horizontal control points originally furnished by the Department.

6. Payment: Include the cost of performing layout work as described above in the Contract unit prices for the various items of work that require layout.

L. Contractor’s Supervision

1. Contractor’s Superintendent:

a. Maintain a competent superintendent at the Site at all times while work is in progress to act as Contractor’s agent. The superintendant must:

1) Be capable of properly interpreting the Contract Documents and thoroughly experienced in the type of work being performed.

2) Have full authority to receive instructions from Engineer and to execute the orders or directions of the Engineer, including promptly supplying any materials, tools, equipment, labor, and incidentals that may be required.

3) Speak and understand English.

b. Maintain at least one other responsible person who speaks and understands English, on the Project during all working hours.

c. Furnish sufficient superintendence and supervisory personnel commensurate to the amount and type of work being performed.

2. Supervision for Emergencies:

a. Provide a responsible person, who speaks and understands English, and who is available at or reasonably near the worksite on a 24 hour basis, seven days a week. Designate this person as the point of contact for emergencies and in cases that require immediate action to maintain traffic or to resolve any other problem that might arise.

b. Submit, by certified mail, the phone numbers and names of personnel designated to be contacted in cases of emergencies, along with a description of the project location, to the Miami-Dade Police and all other local law enforcement agencies.

M. General Inspection Requirements

1. Cooperation by Contractor:

a. Notify Engineer daily where each of his crews will be working and what work will be done. This notification shall be given each weekday between 3:00 p.m. and 4:00 p.m. on the prior day.

b. Do not perform work or furnish materials without obtaining inspection by Engineer or his representative. Furnish Engineer with every reasonable facility for ascertaining whether the work performed and materials used are in accordance with the requirements and intent of the Contract Documents.

c. If Engineer so requests at any time before final acceptance of the work, remove or uncover such portions of the finished work as directed. After examination, restore the uncovered portions of the work to the standard required by the Contract Documents. If Engineer determines that the work so exposed or examined is unacceptable, perform the uncovering or

removal, and the replacing of the covering or making good of the parts removed, at no expense to the County. However, if Engineer determines that the work thus exposed or examined is acceptable, the County will pay for the uncovering or removing, and the replacing of the covering or making good of the parts removed in accordance with the terms of the Contract Documents.

2. Failure of Engineer to Reject Work During Construction: If, during or prior to construction operations, Engineer fails to reject defective work or materials, whether from lack of discovery of such defect or for any other reason, such initial failure to reject in no way prevents the later rejection when such defect is discovered, or obligates the County to final acceptance. The County is not responsible for losses suffered due to any necessary removals or repairs of such defects.

3. Failure to Remove and Renew Defective Materials and Work: If Contractor fails or refuses to remove and renew any defective materials used or work performed, or to make any necessary repairs in an acceptable manner and in accordance with the requirements of the Contract within the time indicated in writing, the Engineer has the authority to repair, remove, or renew the unacceptable or defective materials or work as necessary, all at Contractor's expense. The Department will obtain payment for any expense it incurs in making these repairs, removals, or renewals, that Contractor fails or refuses to make, by deducting such expenses from any moneys due or which may become due Contractor, or by charging such amounts against the Contract bond.

4. Inspection by State and/or Federal Government: When the State of Florida and/or the United States Government pays a portion of the cost of construction, their representatives may inspect the construction work as they deem necessary. However, such inspection(s) will in no way make the State or the Federal Government a party to the Contract.

N. Final Inspection

1. Maintenance until Acceptance: Maintain all Work until Engineer has given final acceptance in accordance with the requirements of the Contract Documents.

2. Inspection for Acceptance:

a. Upon notification that all Contract Work, or all Contract Work on the portion of the Contract scheduled for acceptance, has been completed, Engineer will make an inspection for acceptance. The inspection will be made within seven days of the notification. If Engineer finds that all work has been satisfactorily completed, the Department will consider such inspection as the final inspection. If any or all of the Work is found to be unsatisfactory, Engineer will detail the remedial work required to achieve acceptance. Immediately perform such remedial work. Subsequent inspections will be made on the remedial work until Engineer accepts all Work.

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

c. Until final acceptance in accordance with the requirements of the Contract Documents, replace or repair any damage to the accepted Work.

3. Partial Acceptance: At Engineer's sole discretion, Engineer may accept any portion of the Work under the provisions stipulated above.

4. Conditional Acceptance: Engineer will not make, or consider requests for conditional acceptance of a project.

5. Final Acceptance.

a. When, upon completion of the final construction inspection of the entire Project, Engineer determines that Contractor has satisfactorily completed the Work, Engineer will give Contractor written notice of final acceptance.

1.04 CONTROLLING MATERIALS

A. Acceptance Criteria

1. General:

a. All materials and equipment, except for materials specifically called for on the Contract Documents to be provided by the County, are to be supplied by the Contractor who must, as required, obtain shop drawing approvals and order these items in a timely fashion so as not to cause any delays in the approved schedule.

b. Acceptance of materials is based on the criteria provided herein and elsewhere in the Contract Documents. All requirements may not apply to all materials. Use only materials in the Work that meet the requirements of the Contract Documents. Engineer may inspect and test any material, at points of production, distribution and use.

2. Sampling and Testing:

a. Use sample identification and tracking forms approved by Engineer to provide related information and attach the information to each sample. Restore immediately any site from which material has been removed for sampling purposes to the pre-sampled condition with materials and construction methods used in the initial construction, at no additional cost to the County. Ensure that sufficient material is delivered to allow for proper sample collection, at no expense to the County.

b. Where required:

1) Pretest by Manufacturers: Submit certified manufacturer's test results to Engineer for qualification and use on the Project. Testing will be as specified in the Contract Documents. The Department may require submittal from manufacturers of samples of materials for independent verification purposes.

2) Point of Production Test: Test the material during production as specified in the Contract Documents.

3) Point of Distribution Test: Test the material at Distribution facilities as specified in the Contract Documents.

4) Point of Use Test: Test the material immediately following placement as specified in the Contract

Documents. After delivery to the Project, the Department may require the retesting of materials that have been tested and accepted at the source of supply, or may require the testing of materials that are to be accepted by Producer Certification. The Department may reject all materials that, when retested, do not meet the requirements of the Contract Documents.

3. Certification:

a. Producer Certification: Provide complete certifications for materials as required. Furnish to Engineer for approval, Producer Certifications for all products listed on the FDOT Qualified Products List and when required by the applicable material Specification(s). Do not incorporate any manufactured products or materials into the Project without approval from Engineer. Materials will not be considered for payment when not accompanied by Producer Certification or when used without Engineer's approval. Producers may obtain sample certification forms through the FDOT's Materials Office website. Ensure that the certification is provided on the producer's letterhead and is signed by a legally responsible person from the producer and notarized.

1) FDOT Qualified Products List:

a) The Product Evaluation Section in the FDOT Specifications and Estimates Office publishes and maintains a Qualified Products List. The Department will limit Contractor's use of products and materials that require pre-approval to those listed on the FDOT Qualified Products List effective at the time of placement, as amended by the Contract Documents.

b) Manufacturers seeking FDOT evaluation of an item must submit to FDOT a Product Evaluation Application, available on the FDOT's website http://www.dot.state.fl.us/specificationsoffice/ProductEvaluation/QPL/SubmittalProcess.shtm, with supporting documentation as defined and detailed by the applicable Specifications and Standards. This may include certified test reports from an independent test laboratory, certification that the material meets all applicable specifications, signed and sealed drawings and calculations, quality control plans, samples, infrared scans, or other technical data.

c) Manufacturers successfully completing FDOT's evaluation may be eligible for inclusion on the FDOT Qualified Products List subject to FDOT criteria for continued approval.

2) Approved Products List (APL):

a) Only those traffic control equipment and materials listed in the DTPW Traffic Signals & Signs (TSS) Division's Qualified Products List (TSSQPL), or submitted to and approved in writing by the DTPW TSS for addition to the TSSQPL, are allowed to be installed in Miami-Dade County. Equipment or material used in the performance of the Work, without prior Departmental approval, must be replaced with Department approved equipment or material, at no cost to the County. The TSSQPL is available at: http://www.miamidade.gov/pubworks/library/MDC_TSS_Qualified_Products_List.pdf

b) The FDOT Traffic Engineering and Operations Office maintains an Approved Products List (APL) of Traffic Control Signal Devices. Traffic Monitoring Site Equipment and Materials are also included on the FDOT APL. Manufacturers seeking evaluation of a specific device for inclusion on the FDOT APL must submit an application which can be obtained from the FDOT Traffic Engineering and operations Office website http://www.dot.state.fl.us/trafficoperations/Traf_Sys/terl/apl2.shtm

b. Contractor Installation Certification: Provide installation certifications as required by the Contract Documents.

B. Applicable Documented Authorities Other Than Specifications

1. General: Details on individual materials are identified in various material specific Sections of the Specifications that may refer to other documented authorities for requirements. When specified, meet the requirements as defined in such references.

2. Test Methods: Methods of sampling and testing materials are in accordance with the Florida Methods (FM). If a Florida Method does not exist for a particular test, perform the testing in accordance with the method specified in the Specification. When test methods or other standards are referenced in the Specifications without identification of the specific time of issuance, use the most current issuance, including interims or addendums thereto, at the time of bid opening.

3. Construction Aggregates:

a. Unless otherwise specified in the Contract Documents:

1) All aggregate products and sources used in performance of the Work must be approved by FDOT pursuant to Rule 14-103, F.A.C. Aggregates and sources used must be identified in the FDOT "Approved Aggregate Products from Mines or Terminals" listings current at the time the aggregate is proposed for use on the Project.

2) Each truck aggregate load ticket provided must include the DTPW Project Name and Number, name of the aggregate source, the FDOT Source Number, quantity, aggregate description and corresponding FDOT material code, producer ticket number, and statement "CERTIFIED FOR FDOT" or "CERT. FOR FDOT."

C. Storage of Materials and Samples

1. Method of Storage: Store materials in such a manner as to preserve their quality and fitness for the work, to facilitate prompt inspection, and to minimize noise impacts on sensitive receivers. More detailed requirements concerning the storage of specific materials are prescribed under the applicable Specifications. The Department may reject improperly stored materials.

2. Use of Right-of-Way for Storage: Unless otherwise stated in the Contract Documents, no Project staging areas

have been provided by the County. If Engineer allows, Contractor may use a portion of the right-of-way for temporary storage purposes and for temporarily placing Contractor's plant and equipment. Use only the portion of the right-of-way that is outside the clear zone, which is the portion not required for public vehicular or pedestrian travel. When used, restore the right-of-way to pre-construction condition at no additional cost to the County or as specified in the Contract Documents. Provide any additional space required at no expense to the County.

3. Responsibility for Stored Materials: Accept responsibility for the protection of stored materials. The Department is not liable for any loss of materials, by theft or otherwise, or for any damage to the stored materials.

4. Storage Facilities for Samples: Provide facilities for storage of samples as described in the Contract Documents and warranted by the test methods and Specifications.

D. Defective Materials

1. Materials not meeting the requirements of the Contract Documents will be considered defective. Engineer will reject all such materials, whether in place or not. Remove all rejected material immediately from the site of the work and from storage areas, at no expense to the County.

2. Do not use material that has been rejected and the defects corrected, until Engineer has approved the material's use. Upon failure to comply promptly with any order of Engineer made under these provisions, Engineer will remove and replace defective material and deduct the cost of removal and replacement from any moneys due or to become due to Contractor.

3. As an exception to the above, Contractor may submit, upon approval of Engineer, an engineering and/or laboratory analysis to evaluate the effect of defective in-place materials. A Specialty Engineer, who is an independent consultant or Contractor's Engineer of Record as stated within each individual Section shall perform any such analysis. Engineer will determine the final disposition of the material after review of the information submitted by Contractor. No additional monetary compensation or time extension will be granted for the impact of any such analysis or review.

E. Products and Source of Supply

1. Source of Supply–Convict Labor (Federal-Aid Contracts Only):

a. Do not use materials that were produced after July 1, 1991, by convict labor for Federal-aid highway construction projects unless the prison facility has been producing convict-made materials for Federal-aid highway construction projects before July 1, 1987.

b. Use materials that were produced prior to July 2, 1991, by convicts on Federal-aid highway construction projects free from the restrictions placed on the use of these materials by 23 U.S.C. 114. The Department will limit the use of materials produced by convict labor for use in Federal-aid highway construction projects to:

1) Materials produced by convicts on parole, supervised release, or probation from a prison or,

2) Materials produced in a qualified prison facility.

c. The amount of such materials produced for Federal-aid highway construction during any 12-month period shall not exceed the amount produced in such facility for use in such construction during the 12-month period ending July 1, 1987.

2. Source of Supply-Steel (Federal-Aid Contracts Only):

a. For Federal-aid Contracts, only use steel and iron produced in the United States, in accordance with the Buy America provisions of 23 CFR 635.410, as amended. Ensure that all manufacturing processes for this material occur in the United States. As used in this specification, a manufacturing process is any process that modifies the chemical content, physical shape or size, or final finish of a product, beginning with the initial melding and mixing and continuing through the bending and coating stages. A manufactured steel or iron product is complete only when all grinding, drilling, welding, finishing and coating have been completed. If a domestic product is taken outside the United States for any process, it becomes foreign source material. When using steel and iron as a component of any manufactured product incorporated into the project (e.g., concrete pipe, prestressed beams, corrugated steel pipe, etc.), these same provisions apply, except that the manufacturer may use minimal quantities of foreign steel and iron when the cost of such foreign materials does not exceed 0.1% of the total Contract amount or $2,500, whichever is greater.

b. These requirements are applicable to all steel and iron materials incorporated into the finished work, but are not applicable to steel and iron items that Contractor uses but does not incorporate into the finished work. Provide a certification from the producer of steel or iron, or any product containing steel or iron as a component, stating that all steel or iron furnished or incorporated into the furnished product was manufactured in the United States in accordance with the requirements of this specification and the Buy America provisions of 23 CFR 635.410, as amended. Such certification shall also include (1) a statement that the product was produced entirely within the United States, or (2) a statement that the product was produced within the United States except for minimal quantities of foreign steel and iron valued at $ (actual value). Furnish each such certification to Engineer prior to incorporating the material into the project. When FHWA allows the use of foreign steel on a project, furnish invoices to document the cost of such material, and obtain Engineer's written approval prior to incorporating the material into the project.

3. Unfit, Hazardous, and Dangerous Materials:

a. Do not use any material that, after approval and/or placement, has in any way become unfit for use.

b. Do not use materials containing any substance that has been determined to be hazardous by the State of Florida Department of Environmental Protection or the U.S. Environmental Protection Agency (EPA). Provide workplaces free from serious recognized hazards and to comply with occupational safety and health standards,

as determined by the U.S. Department of Labor Occupational Safety and Health Administration (OSHA).

1.05 LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC

A. Disaster Preparedness

1. General:

a. During periods in which any portion of Miami-Dade County is designated by the National Oceanic and Atmospheric Administration's National Hurricane Center as being under a Tropical Storm Watch or greater, Contractor shall perform all precautions as necessary to safeguard the Work and property, including the removal of all small equipment and materials from the site, securing all other equipment and materials to each other and to rigid construction, and any other safety measures as may be directed by Engineer.

2. Upon Notification of a Tropical Storm or Hurricane Watch:

a. Engineer will provide formal notification to Contractor to prepare and submit for approval a Plan of Action for the specific actions to be taken on their particular projects.

3. Upon Notification of a Tropical Storm or Hurricane Warning:

a. Engineer will provide formal notification to Contractor to implement the approved Plan of Action to protect the Project and the public.

b. For construction projects within the public right-of-way, Contractor will be notified by Engineer to suspend his construction operations. Contractor will backfill all open trenches, remove all construction equipment and materials from the right-of-way, remove unnecessary traffic barricades and signs, and secure remaining barricades by "half burial" or "double sand bags."

4. Storm or Disaster Services:

a. Contractor, by accepting the award of this Contract, recognizes and agrees that should a storm or other severe and catastrophic natural disaster affect the Miami-Dade-County area during the performance of the work, Contractor shall provide services contracted for during the contract period, at the Contract unit prices and at the same or different locations from those covered by this Contract.

b. For emergency services and conditions not addressed by this Contract, Contractor agrees to negotiate reasonable prices and terms with the County for any disaster-relief work required by the County. In all instances, Contractor agrees to negotiate reasonable time extensions for performance of disaster-relief work.

B. Laws to be Observed

1. General:

a. Become familiar with and comply with all applicable Federal, State, County, and city laws, by-laws, ordinances, and regulations that control the action or operation of those engaged or employed in the Work or that affect materials used. Pay particular attention to the applicable safety regulations promulgated by the U.S. Department of Labor, Occupational Safety and Health Administration (OSHA). In addition, comply with Chapter 403, F.S. (Florida Statutes), regarding control of air pollution. Direct special attention to that portion of Chapter 17-5, F.A.C. (Florida Administrative Code), pertaining to open burning in land clearing operations. Where work or structures included in the Contract are in "Navigable Waters of the U.S.," (reference 33 of the Code of Federal Regulations, Part 329); "Waters of the U.S.," (reference 33 of the Code of Federal Regulations, Parts 323 and 328); or "Waters of the State," (reference Part 4, Chapters 253 and 373 of the Florida Statutes and Section 62-340, F.A.C.); comply with the regulatory provisions of Section 404 of the Federal Clean Water Act of 1977; Sections 9 and 10 of the Federal River and Harbor Act of 1899; Chapter 161, F.S.; and any local authority having jurisdiction over such waters.

b. Obtain certification from the Construction Industry Licensing Board as required by Part I, Chapter 489, F.S., regardless of exemptions allowed by Section 489.103, F.S., prior to removing underground pollutant storage tanks. Dispose of tanks and pollutants in accordance with the requirements and regulations of any Federal, State, or local, agency having jurisdiction.

c. Prior to building construction or renovation, provide copies of current registrations or certifications issued by the Florida Construction Industry Licensing Board in accordance with Chapter 489, F.S. for the appropriate category of construction.

d. Corporations must be registered with the State of Florida, Department of State, Division of Corporations, and hold a current State Corporate Charter Number in accordance with Chapter 607, F.S.

e. Contractor or the authorized subcontractor applying any roofing material must be licensed or be an approved dealer and applicator of the proposed roofing material.

f. Indemnify, defend, and save harmless the County and all of its officers, agents, and employees, in the amount of the Contract price, against all claims or liability arising from or based on the violation of any such laws, by-laws, ordinances, regulations, order, or decrees; whether by himself or his employees.

2. Plant Quarantine Regulations: The U.S. Department of Agriculture and the Florida Department of Agriculture and Consumer Services have issued quarantine regulations pertaining to control of the nematodes of citrus, Rule 5B-44, Florida Administrative Code, and other plant pests. Contact the local (or other available) representatives of the Animal and Plant Health Inspection Service of the U.S. Department of Agriculture, and the Division of Plant Industry of the Florida Department of Agriculture and Consumer Services to ascertain all current restrictions regarding plant pests that are imposed by these agencies. Keep advised of current quarantine boundary lines throughout the construction period.

a. These restrictions may affect operations in connection with such items as clearing and grubbing, earthwork, grassing and mulching, sodding, landscaping, and other items which might involve the movement of materials containing plant pests across quarantine lines.

b. Obtain quarantine regulations and related information from the following:

Animal and Plant Health Inspection Service
U.S. Department of Agriculture
3029 Lake Alfred Road
Winter Haven, Florida 33881

Director, Division of Plant Industry
Florida Department of Agriculture and Consumer Services
Post Office Box 147100
Gainesville, Florida 32614-7100

3. Introduction or Release of Prohibited Aquatic Plants, Plant Pests, or Noxious Weeds:

a. Do not introduce or release prohibited aquatic plants, plant pests, or noxious weeds into the project limits as a result of clearing and grubbing, earthwork, grassing and mulching, sodding, landscaping, or other such activities. Immediately notify Engineer upon discovery of all prohibited aquatic plants, plant pests, or noxious weeds within the project limits. Do not move prohibited aquatic plants, plant pests, or noxious weeds within the project limits or to locations outside of the project limits without Engineer's permission. Maintain all borrow material brought onto the project site free of prohibited aquatic plants, plant pests, noxious weeds, and their reproductive parts. Refer to Rule 16C-52 and Rule 5B-57, F.A.C. for the definition of prohibited aquatic plants, plant pests, and noxious weeds.

b. Furnish Engineer, prior to incorporation into the Project, with a certification from the Florida Department of Agriculture and Consumer Services, Division of Plant Industry, stating that the sod, hay, straw, and mulch materials are free of noxious weeds, including Tropical Soda Apple.

4. Compliance with Federal Endangered Species Act and other Wildlife Regulations:

a. In cases where protected, threatened or endangered species may unexpectedly be found or appear within close proximity to the project boundaries, the FDOT has established guidelines that will apply when interaction with certain species occurs, absent of any special mitigation measures or permit conditions otherwise identified for the project. These guidelines are posted at the following URL address: www2.dot.state.fl.us/specificationsestimates/federal/endangeredwildlifeguidelines.pdf. Take responsibility to obtain this information and take all actions and precautions necessary to comply with the conditions of these guidelines and Federal regulations during all Project activities.

b. In the event of a potential impact to a protected, threatened or endangered species and mitigation measures or permits are necessary, coordinate with the appropriate resource agencies for clearance, obtain permits and perform mitigation measures as necessary. Immediately notify Engineer in writing of the results of this coordination with the appropriate resource agencies. Additional compensation or time will not be allowed for permitting or mitigation, associated with Contractor initiated off-project activities.

5. Occupational Safety and Health Requirements: Contractor shall take all precautions necessary for the protection of life, health, and general occupational welfare of all persons, including employees of both Contractor and the County, until Contractor has completed the work required under the Contract. Comply at all times with applicable Federal, State, and local laws, provisions, and policies governing safety and health, including 29 CFR 1926, including all subsequent revisions and updates.

6. Discovery of an Unmarked Human Burial: When an unmarked human burial is discovered, immediately cease all activity that may disturb the unmarked human burial and notify Engineer. Do not resume activity until specifically authorized by Engineer.

7. Insecticides and Herbicides: Use products approved by the Florida Department of Agriculture for the State of Florida, found on the following website www.flpesticide.us/. The use of restricted products is prohibited. Do not use any products in the sulfonylurea family of chemicals. Herbicide application by broadcast spraying is not allowed.

a. Procure any necessary licenses, pay all charges and fees, and give all notices necessary for lawful performance of the work.

b. Ensure that all employees applying insecticides and herbicides possess a current Florida Department of Agriculture Commercial Applicator license with the categories of licensure in Right-of-Way Pest Control and Aquatic Pest Control. Provide a copy of current certificates upon request, to Engineer.

c. Ensure that employees who work with herbicides comply with all applicable Federal, State, and local regulations.

d. Comply with all regulations and permits issued by any regulatory agency within whose jurisdiction work is being performed. Post all permit placards in a protected, conspicuous location at the work site.

e. Acquire any permits required for work performed on the rights-of-way within the jurisdiction of National Forests in Florida. Contact the Local National Forest Ranger District, or the United States Department of Agriculture (USDA) office for the proper permits and subsequent approval.

f. Acquire all permits required for aquatic plant control as outlined in Chapter 62C-20, F.A.C., Rules of the Florida Department of Environmental Protection. Contact the Regional Field Office of Bureau of Invasive Plant Management of the Florida Department of Environmental Protection for proper permits and subsequent approval. If application of synthetic organo-auxin herbicides is necessary, meet the requirements of Chapter 5E-2, F.A.C.

C. Permits and Licenses

1. General:

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

b. The Department will also acquire any modifications or revisions to an original permit incorporated by Special

Provision to this Contract when Contractor requires such modifications or revisions to complete the construction operations specified in the Plans or Special Provisions and within the right-of-way limits.

c. Contractor must obtain all other permits required for this Project prior to commencing the Work. This includes permits required by other municipalities and agencies, permits to work in the Right-of–Way, and those required for the removal or relocation of trees.

d. The actual amount paid for the permits will be reimbursed to Contractor from a dedicated allowance established by the County. If no dedicated allowance is specified the reimbursement shall be paid from the Contract's Contingency Allowance. Original receipts must be presented to Engineer for approval.

e. Contractor must give all notices, pay all fees and comply with all laws, rules and regulations applicable to the Work at no additional cost.

f. Acquire all permits for work performed outside the right-of-way or easements for the Project.

g. 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 Contractor. Post all permit placards in a protected location at the worksite.

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

2. Additional Contractor Requirements For Work With Traffic Control Devices or Street Lighting

a. In addition to the license(s) required of Contractor, all personnel engaged in installing, modifying, repairing, removing or maintaining: roadway street lighting systems; traffic signalization; or any other electrical/electronic traffic control device in Miami-Dade County must:

1) Perform work under the direction of a Master Electrician that is present at the job site or able to respond within 2 hours of notification (4 hours for roadway street lighting systems).

2) Perform all work under the direct supervision of a Journeyman Electrician. For Traffic Signalization or Control Devices the Journeyman Electrician must be certified as an International Municipal Signal Association (IMSA) certified Traffic Signal Technician (TST) Level II or Level III. All work related at or pertaining to the controller must be performed by an IMSA certified TST Level II (Field).

3) Have in their possession a wallet size card or a photocopy of their certifications and licenses. Failure to provide said documents will be cause for removal of employee from the work site, issuance of citations, and shutdown of the Work by the County.

b. At the Preconstruction Conference, provide Engineer and the DTPW, Traffic Signal & Signs Division (7100 NW 36 Street, Miami, FL 33166) a signed affidavit affirming that the personnel performing the work described herein have all proper and valid licenses and certifications (County, State, Private or other Government Agency) required to perform the Work. Attach a list of employees assigned to this Project with a description of their duties and include copies of all of the required licenses and certifications for the Contractor and personnel performing the Work. Changes to authorized personnel must be approved by the Engineer.

c. Provide copies of renewed licenses and certifications prior to their expiration.

3. Work or Structures in Navigable Waters of the U.S., Waters of the U.S., and Waters of the State:

a. In general, one or more governmental agencies will exercise regulatory authority over work or structures, including related construction operations, in all tidal areas (Channelward of the mean high water lines); in the ocean and gulf waters to the outer limits of the continental shelf; in all rivers, streams, and lakes to the ordinary high water line; in marshes and shallows that are periodically inundated and normally characterized by aquatic vegetation capable of growth and reproduction; in all artificially created channels and canals used for recreational, navigational, or other purposes that are connected to navigable waters; and in all tributaries of navigable waters up to their headwaters.

b. Whenever the work under or incidental to the Contract requires structures or dredge/fill/construction activities in "Navigable Waters of the U.S.," "Waters of the U.S.," and "Waters of the State," the Federal, State, county, and local regulatory agencies may require the Department to obtain a permit. For such dredge/fill /construction specified in the plans to be accomplished within the limits of the project, or for any dredge/fill/construction within the limits of Department-furnished borrow areas, the Department will procure the necessary permits prior to advertising for bids.

D. Patented Devices, Materials and Processes

1. Include all royalties and costs arising from patents, trademarks, and copyrights, in any way involved in the work in the Contract price. Whenever using any design, device, material, or process covered by letters patent or copyright, obtain the right for such use by suitable legal agreement with the patentee or owner of the copyright. File a copy of such agreement with Engineer. However, whether or not such agreement is made or filed as noted, Contractor and the surety in all cases shall indemnify, defend, and save harmless, the County from all claims for infringement by reason of the use of any such patented design, device, material, or process on work under the Contract, and shall indemnify the County for all costs, expenses, and damages that it may be obliged to pay by reason of any such infringement, at any time during the prosecution or after the completion of the Work.

E. Right-of-Way Furnished by the Department

1. Except as otherwise stipulated in these Specifications or as shown in the Plans, the Department will furnish all rights-of-way necessary for the proper completion of the Work at no expense to Contractor.

F. Sanitary Provisions

1. Contractor shall provide and maintain, in a neat and sanitary condition, such accommodations for the use of his employees as are necessary to comply with the requirements and regulations of the State and local boards of health. Commit no public nuisance.

G. Control of Contractor's Equipment

1. Traffic Interference: Do not allow equipment, while it is on or traversing a road or street, to unreasonably interfere with traffic.
2. Overloaded Equipment: Do not operate on any road or street any hauling unit or equipment loaded in excess of (1) the maximum weights specified in the Florida Uniform Traffic Control Law, or (2) lower weights legally established for any section of road or bridge by the State, the Department, or local authorities. The governmental unit having jurisdiction over a particular road or bridge may provide exceptions by special permit under the provisions provided below for Crossings. This restriction applies to all roads and bridges inside and outside the Contract limits as long as these roads and bridges are open for public use. Contractor may overload roads and bridges which are to be demolished after they are permanently closed to the public. Contractor is responsible for all loss or damages resulting from equipment operated on a structure permanently closed to the public.
3. Crossings: Where it is necessary to cross an existing road or street, including specifically the existing traveled lanes of a divided highway within the limits of the Project, obtain permits from the Municipality, the Department or FDOT depending on the location, for crossing overloaded or oversized equipment. Cross existing roads or streets only at Engineer-designated points. Engineer may require Contractor to protect the pavement or Roadway at the crossing by using lumber, planks, or fill. Provide flagging and watchman service, or approved signal devices, for the protection of traffic at all such crossings, in accordance with an approved written plan for that activity.
4. Protection from Damage by Tractor-Type Equipment: Take positive measures to ensure that tractor-type equipment does not damage the road. If any such damage should occur, repair it without delay, at no expense to the County and subject to Engineer's approval.

H. Contractor's Equipment on Bridge Structures

1. The Specialty Engineer shall determine the effect that equipment loads have on the bridge structure and develop the procedures for using the loaded equipment without exceeding the structure's design load capacity.
2. A completed bridge structure is a bridge structure in which all elemental components comprising the load carrying assembly have been completed, assembled, and connected in their final position. The components to be considered shall also include any related members transferring load to any bridge structure.
3. The Specialty Engineer shall analyze the effect of imposed loads on bridge structures, within the limits of a construction contract, resulting from the following operations:
   a. Overloaded Equipment as defined above operating on or crossing over completed or partially completed bridge structures.
   b. Equipment within legal load limits operating on or crossing over partially completed bridge structures.
   c. Construction cranes operating on completed or partially completed bridge structures.
4. Submit to the Department for approval three copies of design calculations, layout drawings, and erection drawings showing how the equipment is to be used so that the bridge structure will not be overstressed. The Specialty Engineer shall sign and seal one set of the three copies of the drawings and the cover sheet of one of the three copies of the calculations for the Department's Record Set.
5. Any pipe culvert(s) or box culvert(s) qualifying as a bridge by definition is excluded from the requirements above.
6. Posting of the Legal Gross Vehicular Weight: Display the maximum legal gross weight, as specified in the Florida Uniform Traffic Code, in a permanent manner on each side of any dump truck or dump type tractor-trailer unit hauling embankment material, construction aggregates, road base material, or hot bituminous mixture to the project over any public road or street. Display the weight in a location clearly visible to the scale operator, in numbers that contrast in color with the background and that are readily visible and readable from a distance of 50 feet.

I. Structures over Navigable Waters

1. Compliance with Federal and Other Regulations:
   a. Where erecting structures in, adjacent to, or over, navigable waters, observe all regulations and instructions of Federal and other authorities having control over such waters. Do not obstruct navigation channels without permission from the proper authority, and provide and maintain navigation lights and signals in accordance with the Federal requirements for the protection of the structure, of false work, and of navigation.
   b. In the event of accidental blocking of the navigation channel, immediately notify the U.S. Coast Guard of the blockage and upon removal of the blockage.
   c. When work platforms are indicated in the permit for construction, submit work platform construction plans to the appropriate Coast Guard District for approval. Obtain approval prior to beginning construction on the platform.
2. Maintenance of Channel: Where the work includes the excavation of a channel or other underwater areas to a required section, maintain the section from shoaling or other encroachment until final acceptance of the project.

J. Manatee Protection

1. This Subarticle applies to work in tidal waters, major canals, bodies of water where manatees have been recently spotted, or where required by any regulatory permit applicable to this Project:

a. Instruct all personnel associated with the Project about the presence of manatees and manatee speed zones, and the need to avoid collisions with and injury to manatees. Advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees which are protected under the Marine Mammal Protection Act, the Endangered Species Act, and the Florida Manatee Sanctuary Act.

b. Operate all vessels associated with the construction project at "Idle Speed/No Wake" at all times while in the immediate area and while in water where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.

c. Properly secure and regularly monitored all siltation or turbidity barriers to avoid manatee entanglement or entrapment. Barriers must not impede manatee movement. Siltation or turbidity barriers must be made of material in which manatees cannot become entangled.

d. All on-site project personnel are responsible for observing water-related activities for the presence of manatee(s). All in-water operations, including vessels, must be shutdown if a manatee(s) comes within 50 feet of the operation. Activities will not resume until the manatee(s) has moved beyond the 50-foot radius of the project operation, or until 30 minutes elapses if the manatee(s) has not reappeared within 50 feet of the operation. Animals must not be herded away or harassed into leaving.

e. Report any collision with or injury to a manatee immediately to the FWC Hotline at 1-888-404-3922. In addition, report collision and/or injury to the U.S. Fish and Wildlife Service in Vero Beach (1-772-562-3909), and to FWC at ImperiledSpecies@myFWC.com

f. Post, facing the water, temporary signs concerning manatees prior to and during all in-water project activities. One sign which reads "Caution: Boaters" must be posted. A second sign measuring at least 8 1/2" by 11" explaining the requirements for "Idle Speed/No Wake" and the shut down of in-water operations must be posted in a location prominently visible to all personnel engaged in water-related activities. Use temporary signs that have already been approved for this use by the Florida Fish and Wildlife Conservation Commission (FWC) must be used (see MyFWC.com/manatee). Questions concerning these signs can be sent to the email address listed above. Remove all signs upon completion of the Project.

g. Comply with all manatee protection requirements of regulatory permits applicable to this Project.

K. Forest Protection

1. Compliance with State and Federal Regulations: In carrying out work within or adjacent to State or National forests or parks, comply with all of the regulations of the State or Federal authority having jurisdiction, governing the protection of and the carrying out of work in forests or parks, and observe all sanitary laws and regulations with respect to the performance of work in these areas. Keep the areas in an orderly condition, dispose of all refuse, and obtain permits for the construction, installation, and maintenance of any construction camps, living quarters, stores, warehouses, sanitary facilities, and other structures; all in accordance with the requirements of the forest or park official.

2. Prevention and Suppression of Forest Fires: Take all reasonable precautions to prevent and suppress forest fires. Require employees and subcontractors, both independently and at the request of forest officials, to do all reasonably within their power to prevent and suppress forest fires. Assist in preventing and suppressing forest fires, and make every possible effort to notify a forest official at the earliest possible moment of the location and extent of all fires. Extinguish the fire if practicable.

L. Preservation of Property

1. General:

a. Protect all geodetic monuments, horizontal or vertical, located within the limits of construction.

b. All street name signs shall remain in place during time of construction except those required to be relocated due to interference with actual construction. All signs relocated or damaged by Contractor during the course of the work shall be re-installed or replaced at the proper location, as soon as possible at Contractor's expense.

c. Prior to the removal of any traffic control signs that interfere with the construction, Contractor shall provide temporary signing or other provisions to assure a continuous flow of traffic under at least the same conditions as previously existed.

d. All signs that are found to be unserviceable shall be reported to the Miami-Dade County Department of Transportation and Public Works, Traffic Signals & Signs Division, at (305) 592-3580, prior to the commencement of work.

2. Contractor's Use of Streets and Roads:

a. When hauling materials or equipment to the project over roads and bridges on the State road system, County road system, or city street system, and such use causes damage, immediately, at no expense to the County, repair such road or bridge to as good a condition as before the hauling began.

b. The Department may modify the above requirement in accordance with any agreement Contractor might make with the governmental unit having jurisdiction over a particular road or bridge, provided that Contractor submits written evidence of such agreement to Engineer prior to commencement of the Work.

c. The use of public streets and alleys shall be such as to provide a minimum of inconvenience to the public and to other traffic. Contractor shall so conduct his operations that he shall not close any thoroughfare nor interfere in any way with traffic on railway, highways, or on water, without the written consent of the proper authorities.

d. Contractor must immediately remove any earth or other excavated material spilled from trucks and clean the streets to the satisfaction of the governing authority.

e. The Department has not made any attempt to define the equipment to be used in transporting the excavated material since this may vary, however, Contractor shall abide by the following general requirements:

1) Transport vehicles must be of the type(s) approved for this application by the political jurisdiction involved.

2) General requirements are that the vehicles have watertight bodies that they are properly equipped and fitted with seals and covers to prohibit material spillage or draining, and that they are cleaned as often as is necessary to prevent deposit of material on roadways.

3) Vehicles must be loaded within all legal weight limits and operated safely within all traffic and speed regulations.

f. The Department will not allow the operation of equipment or hauling units of such weight as to cause damage to previously constructed elements of the project, including but not necessarily limited to bridges, drainage structures, base course, and pavement.

g. Do not operate hauling units or equipment loaded in excess of the maximum weights specified for Overloaded Equipment on existing pavements that are to remain in place (including pavement being resurfaced), cement-treated subgrades and bases, concrete pavement, any course of asphalt pavement, and bridges.

h. Engineer may allow exceptions to these weight restrictions for movement of necessary equipment to and from its worksite, for hauling of offsite fabricated components to be incorporated into the Project, and for crossings as specified in the Contract Documents.

3. Protection of Existing Utility Poles:

a. Ensure that existing utility poles are properly protected during installation of pipes and structures and must coordinate with the utility pole owner any safeguards necessary to protect the utility pole, including bracing of the pole, if necessary. All costs for protection of utility poles and any costs for the temporary bracing by the utility pole owner shall be the responsibility of Contractor and shall be considered incidental to and included in the Contract prices.

4. Traffic Signs, Signal Equipment, Highway Lighting and Guardrail:

a. Protect all existing roadside signs, signal equipment, highway lighting and guardrail, for which permanent removal is not indicated, against damage or displacement. Whenever such signs, signal equipment, highway lighting or guardrail lie within the limits of construction, or wherever so directed by Engineer due to urgency of construction operations, take up and properly store the existing roadside signs, signal equipment, highway lighting and guardrail and subsequently reset them at their original locations or, in the case of widened pavement or roadbed, at locations designated by Engineer.

b. If the Department determines that damage to such existing or permanent installations of traffic signs, signal equipment, highway lighting or guardrail is caused by a third party, and is not otherwise due to any fault or activities of Contractor, the Department will, with the exception of any damage resulting from vandalism, compensate Contractor for the costs associated with the repairs. Repair damage caused by vandalism at no expense to the County.

5. Operations Within Railroad Right-of-Way:

a. Notification to the Railroad Company: Notify the superintendent of the railroad company, as shown on the Plans, and Engineer at least 72 hours before beginning any operation within the limits of the railroad right-of-way; any operation requiring movement of employees, trucks, or other equipment across the tracks of the railroad company at other than an established public crossing; and any other work that may affect railroad operations or property.

b. Contractor's Responsibilities: Comply with whatever requirements an authorized representative of the railroad company deems necessary in order to safeguard the railroad's property and operations. Contractor is responsible for all damages, delays, or injuries and all suits, actions, or claims brought on account of damages or injuries resulting from Contractor's operations within or adjacent to railroad company right-of-way.

c. Watchman or Flagging Services: The railroad company will furnish protective services (i.e., watchman or flagging services) to ensure the safety of railroad operations during certain periods of the project. The Department will reimburse the railroad company for the cost thereof. Schedule work that affects railroad operations so as to minimize the need for protective services by the railroad company.

6. Utilities:

a. General:

1) Contact the Sunshine State One Call of Florida, Inc. at 1-800-432-4770 and other affected utility owners at least 48 hours prior to commencing any trenching or excavation work on this Project.

2) Make all necessary arrangements with the utility companies concerned for maintenance of their lines during the construction period. In the event that a relocation of utilities is required, but has not been accomplished prior to the effective date of the "Notice to Proceed," Contractor nevertheless must commence work under this Contract, and must schedule his work to avoid interference with the utility relocation work.

3) County will not be liable for any delay or added expense the Contractor experiences due to the activities of utility companies, nor shall the County be held responsible for any damages to any utilities due to any actions by Contractor.

b. Arrangements for Protection or Adjustment:

1) Do not commence work at points where the construction operations are adjacent to utility facilities or other property, until making arrangements

with the utility facilities to protect against damage that might result in expense, loss, disruption of service, or other undue inconvenience to the public or to the owners. Contractor is solely and directly responsible to the owners and operators of such properties for all damages, injuries, expenses, losses, inconveniences, or delays caused by Contractor's operations.

2) The Department will make the necessary arrangements with utility owners for removal or adjustment of utilities where Engineer determines that such removal or adjustment is essential to the performance of the required construction. The Department will not consider relocation or adjustment requests based on Contractor's proposed use of a particular method of construction or a particular type of equipment as essential to the construction of the Project if Contractor could use other common methods and equipment without relocating or adjusting the utility. Engineer will determine the responsibility for any such required adjustments of utilities. Contractor shall make all requested relocations or adjustments because of delivery to the job site of Contractor-furnished materials, at no expense to the County.

3) The Department considers relocations and adjustments (or other protection) under the following circumstances as essential to the construction of the Project:

   a) Utilities lying within the vertical and horizontal construction limits, plus the reasonably required working room necessary for operation of equipment normally used for the particular type of construction, all as determined by Engineer (and except as provided in paragraph (d) below). (In the case of overhead electrical conductors that carry more than 400 Volts, a minimum of 10 feet clearance between the conductor and the nearest possible approach of any part of the equipment is required, except where the utility owner effects safeguards approved by OSHA.)

   b) Utilities lying within the horizontal limits of the project and within 12 inches below the ground surface or the excavation surface on which Contractor operates construction equipment, or within 12 inches below the bottom of any stabilizing course specified in the Plans.

   c) Utilities lying within the normal limits of excavation for underground drainage facilities or other structures (except as provided in paragraph (d) below). Such normal limits shall extend to side slopes along the angle of repose, as established by sound engineering practice, unless the Contract Documents require support of the excavation sides by sheeting or Contractor elects to sheet such excavation for his own convenience.

   d) Where utilities cross pipe trenches transversely within the excavation area, but not within positions from which relocation or removal is necessary, the utility owner is responsible for providing and effecting all reasonable measures for their support and protection during construction operations. Cooperate with the utility owner in the owner's effecting of such support and protective measures. Contractor is responsible for all damage to the utility that is caused by Contractor's neglect or failure to cooperate or to use proper precaution in performing his work.

4) In the event that a temporary relocation of a utility or a particular sequence of timing in the relocation of a utility is necessary, Engineer will direct such relocation so as to cause the least impediment to the overall construction operations. The Department is not responsible for utility adjustments or temporary relocation work, or for the conditions resulting there from, where such adjustments are:

   a) Not necessitated by the construction of the Project,

   b) Done solely for the benefit or convenience of the utility owner or its contractor, or Contractor where the Department considers his construction procedures to be other than normal, or

   c) Not shown on the approved plans for the utility relocation or the construction of the Project.

c. Cooperation with Utility Owners:

   1) Cooperate with the owners of all underground or overhead utility lines in their removal and rearrangement operations in order that these operations may progress in a reasonable manner, that duplication or rearrangement work may be reduced to a minimum, and that services rendered by the utility owners will not be unnecessarily interrupted.

   2) In the event of interruption of water or other utility services as a result of accidental breakage, exposure, or lack of support, promptly notify the proper authority and cooperate with the authority in the prompt restoration of service. If water service is interrupted and Contractor is performing the repair work, Contractor shall work continuously until the service is restored. Do not begin work around fire hydrants until the local fire authority has approved provisions for continued service.

d. Utility Adjustments:

   1) Certain utility adjustments and reconstruction work may be underway during the progress of the Contract. If known prior to award, the Department will include in the Contract documents the utility authorities who are scheduled to perform utility work on the Project.

   2) Cooperate with the various utility construction crews who are maintaining utility service.

   3) Exercise due caution when working adjacent to relocated utilities. Repair all damage to the relocated utilities resulting from his operations at no expense to the County.

   4) Protect utility facilities in accordance with the requirements of the Contract Documents and the owner.

e. Weekly Meetings:

1) Conduct weekly meetings on the job site with all the affected utility companies and Engineer in attendance to coordinate project construction and utility relocation. Submit a list of all attendees one week in advance to Engineer for approval.

2) Provide the approved Work Progress Schedule and Work Plan for the Project, as specified in the Contract Documents, to document the schedule and plan for road construction and utility adjustments.

3) When utility relocations no longer affect construction activities, Contractor may discontinue the meetings with Engineer's approval.

M. Responsibility for Damages, Claims, etc.

1. Contractor to Provide Indemnification:

a. Contractor shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of the construction Contract.

b. It is specifically agreed between the parties executing this Contract that it is not intended by any of the provisions of any part of the Contract to create in the public or any member thereof, a third party beneficiary hereunder, or to authorize anyone not a party to this Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Contract.

2. Guaranty of Payment for Claims: Contractor guaranties the payment of all just claims for materials, supplies, tools, or labor and other just claims against him or any subcontractor, in connection with the Contract. The Department's final acceptance and payment does not release Contractor's bond until all such claims are paid or released.

N. Contractor's Responsibility for Work

1. Until the Department's acceptance of the work, take charge and custody of the work, and take every necessary precaution against injury or damage to the work by the action of the elements or from any other cause whatsoever, arising either from the execution or from the nonexecution of the work. Rebuild, repair, restore, and make good, without additional expense to the Department, all injury or damage to any portion of the work occasioned by any of the above causes before its completion and acceptance, except that in case of extensive or catastrophic damage, the Department may, at its discretion, reimburse Contractor for the repair of such damage due to unforeseeable causes beyond the control of and without the fault or negligence of Contractor, including but not restricted to Acts of God, of the public enemy, or of governmental authorities.

O. Opening Sections of Roadway to Traffic

1. Whenever any bridge or section of roadway is in an acceptable condition for travel, Engineer may direct Contractor to open it to traffic. The Department's direction to open a bridge or roadway does not constitute an acceptance of the bridge or roadway, or any part thereof, or waive any Contract provisions. Perform all necessary repairs or renewals, on any section of the roadway or bridge thus opened to traffic under instructions from Engineer, due to defective material or work or to any cause other than ordinary wear and tear, pending completion and Engineer's acceptance of the roadway or bridge, or other work, at no expense to the County.

P. Scales for Weighing Materials

1. Applicable Regulations: When determining the weight of material for payment, use scales meeting the requirements of Chapter 531, F.S., pertaining to specifications, tolerances, and regulations, as administered by the Bureau of Weights and Measures of the Florida Department of Agriculture.

2. Base for Scales: Place such scales on a substantial horizontal base to provide adequate support and rigidity and to maintain the level of the scales.

3. Protection and Maintenance: Maintain all scale parts in proper condition as to level and vertical alignment, and fully protect them against contamination by dust, dirt, and other matter that might affect their operation.

Q. Source of Forest Products

1. As required by Section 255.20, F.S., where price and quality are equal, and when available, use only timber, timber piling, or other forest products that are produced and manufactured in the State of Florida. This provision does not apply to Federal-aid projects.

R. Dust Control

1. Dust control measures are required as necessary to prevent the surface and air transport of dust from any construction activity performed under this contract. This may include but is not limited to: Pre-watering deeply before excavation; scheduling thorough and consistent watering that does not run off the site; applying best management practices in the loading, offloading, and transport of soils and miscellaneous materials; covering or otherwise stabilizing piles when necessary; and planning schedules so control measures are available throughout the project.

2. Ensure that excessive dust is not transported beyond the limits of construction in populated areas. Contractor may control dust for embankments or other cleared or unsurfaced areas by applying water, as directed by Engineer. When included in the Plans, install mulch, seed, sod, or temporary paving as early as practical. Control dust during the storage and handling of dusty materials by wetting, covering, or other means as approved by Engineer.

3. When cutting through concrete, care should be exercised to prevent dust from becoming air borne. Contractor must use an engineering control such as the use of a wet

saw or dust collector. Engineer shall have the final determination when in a particular circumstance this is not feasible, and the concrete must be cut dry.

4. No separate item for dust control measures is included for payment in this Contract. Contractor must consider the cost of any dust control measures that is necessary for the proper construction of the Project as included in the Contract price for items of work for which dust control measures are required.

S. Dredging and Filling

1. Section 370.033, F.S., requires that all persons, who engage in certain dredge or fill activities in the State of Florida, obtain a certificate of registration from the Florida Department of Environmental Protection, Tallahassee, Florida 32301, and that they keep accurate logs and records of all such activities for the protection and conservation of the natural resources. Obtain details as to the application of this law from the Department of Environmental Protection and contact local regulatory agencies for additional applicable requirements.

T. Contractor's Motor Vehicle Registration

1. Provide the Department with proof that all motor vehicles operated or caused to be operated by such Contractor are registered in compliance with Chapter 320, F.S. Submit such proof of registration in the form of a notarized affidavit to the Department.

2. The Department will not make payment to Contractor until the required proof of registration is on file with the Department.

1.06 PROSECUTION AND PROGRESS

A. Subletting Or Assigning The Contract

1. Contractor must perform, with its own organization, contract work amounting to not less than 40 percent (or a greater percentage if specified elsewhere in the Contract Documents) of the total original contract price, excluding any specialty items designated by the County. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization.

   a. "Its own organization" is construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.

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

2. The contract amount, upon which the requirements set forth in this Subarticle is computed, includes the cost of material and manufactured products which are to be purchased or produced by the Contractor under the provisions of the Contract.

3. Contractor must furnish:

   a. A competent superintendent or supervisor who is employed by its firm, has full authority to direct performance of the Work in accordance with the Contract requirements, and is in charge of all construction operations (regardless of who performs the work); and

   b. Such other of its own organizational resources (supervision, management, and engineering services) as the Engineer determines is necessary to assure the performance of the Contract.

B. Notice to Proceed

1. Unless otherwise agreed to by the parties, the Department may issue the Notice to Proceed within 30 Days after all conditions for Contract execution have been met. The Notice to Proceed will identify the date Contractor is to begin the construction and will start the Contract Time.

C. Project Signs

1. Project Signs will be provided by Miami-Dade County Internal Services Department (ISD) at no cost to Contractor.

2. The type, location, and number of signs required per each work site shall be at the discretion of Engineer.

3. No work shall commence until the Project Signs are secured in place as directed by Engineer.

4. Maintain and Relocate Project Signs.

   a. Maintain and relocate Project Signs throughout the duration of the Contract, as directed by Engineer and at no additional cost to Miami-Dade County.

   b. Install relocated Project Signs as required by Engineer. All materials and work necessary to secure, brace, mount, place, and maintain the Project Signs will be provided at Contractor's expense.

   c. Notify Engineer immediately if at any time, during the Contract duration, a Project Sign becomes damaged, defaced, or unreadable. If Engineer determines that a replacement sign is required, Engineer will request it from ISD.

5. Upon completion of the Contract or at any time as directed by Engineer, deliver all available Project Signs to the designated ISD facility.

6. No separate payment will be made for the activities described above.

D. Schedule Of Values

1. A Schedule of Values is required for any Stipulated (Lump) sum contract, or for major lump sum items on Unit price contracts for which Contractor requests progress payments.

2. Upon notification of intent to Award and prior to the Notice to Proceed, submit to Engineer for review and approval, a preliminary Schedule of Values that:

a. Logically subdivides the Work into component parts with sufficient detail to serve as the basis for progress payments during performance of the Work and correlates to the Work Progress Schedule.

b. Includes quantities and prices of items for all of the Work which when added together equal either the Contract Base Award Amount for a Stipulated sum contract or the Contract Price for a major lump sum item in a Unit price contract.

c. Separately identifies the scope of work to be performed by any SBE-CONST utilized to satisfy any SBE-CONST goal in the Contract. In addition, payment requisitions for the scope of work of such SBE-CONST shall be accompanied by the statements of completion of the work of the SBE-CONST and shall be accompanied by appropriate documentation including invoicing and checks reflecting payment of the SBE-CONST for the previous construction draw.

3. The Schedule of Values for a Stipulated sum contract will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Base Award Amount to component parts of the Work.

4. When directed by Engineer, submit at least 10 days prior to the next application for progress payment, a revised or updated Schedule of Values to address any changes in the Work.

E. Preconstruction Conference

1. A Preconstruction Conference will be held with Contractor, members of the Department and other Miami-Dade County Agencies, representative of Utility Companies, and other municipalities or contractors affected by the Work. The Department will set the time and place of this conference.

2. Submit the following items to Engineer at the Preconstruction Conference unless otherwise noted:

a. Two copies of the proposed Work Progress Schedule. (Provide an updated schedule within 5 days of each Work Order for work order contracts.)

b. Contractor's Chain of Authority.

c. Contractor's Emergency Telephone Numbers, during work hours, after hours, and on weekend, of Prime and MOT Contractor's Representatives.

d. Letter naming Contractor's Superintendent and his qualifications.

e. Letter naming Contractor's Work Site Traffic Supervisor and a copy of their respective Certification(s).

f. Letter naming Contractor's MOT Flagmen and a copy of their training Certification(s).

g. Maintenance of Traffic Plan: Letter outlining the Specific Maintenance of Traffic Plan or Plans that will be used during construction. If the MOT plan is noted in the Construction Plans, Contractor is to affirm in writing that the same shall be followed. MOT plans must be submitted within 5 days of the date of each Work Order for work order contracts.

h. Shop drawing submittal schedule. To be submitted within 5 days of the date of each Work Order for work contracts.

i. List of potential subcontractors and rental agreements.

j. Letter listing the material providers for this project, with the respective name and address; and letter certifying the compliance of the material with the project requirements.

k. List of equipments to be utilized for construction; including make, model, year, name and description of equipments.

l. Contractor's Erosion Control Plan (ECP) pursuant to the requirements of the Contract Documents.

m. Lighting plan if Contractor intends to perform any night work.

n. All other submittal requirements stipulated in the Contract Documents.

F. Scheduling of the Work

1. Work Progress Schedule.

a. Within 21 days after Contract award or at the Preconstruction Conference, whichever is earlier, submit to Engineer for approval two copies of a Work Progress Schedule for this Project. Engineer will review and respond to Contractor within 15 days of receipt.

b. The Work progress Schedule must show the various activities of work in sufficient detail to demonstrate a reasonable and workable plan to initiate, construct, and complete all requirements of the Contract Documents within the Contract Duration and must:

1) Include a projected Project completion, measured in dollars and time, on a monthly basis or at each progress payment cutoff date.

2) Identify a date for substantial completion with "sufficient time" between substantial completion and end of Contract Duration for final inspections, final roadway striping if required, development of a punch list by the Engineer, completion of all punch list items by Contractor, final submittals, and any remaining site restoration activities. "Sufficient time," as it pertains solely to this requirement, means no less than 60 days unless otherwise required by the Contract Documents or approved in writing by Engineer.

3) Include the order and interdependence of activities and the sequence for accomplishing the Work including phased restoration of areas impacted by work.

4) Describe activities in sufficient detail so that the Engineer can readily identify the Work and measure the progress of each activity.

5) Show each activity with a beginning work date, activity duration, and a monetary value.

6) Include within the activities the necessary steps for procurement, fabrication, and delivery of materials, plant, and equipment.

7) Include the review time for shop drawings and submittals.

8) Include the Critical Path and milestone activities when milestones are required by the Contract Documents.

9) In projects with more than one phase, adequately identify each phase and its substantial completion date, and do not allow phase specific activities to span more than one phase.

c. Submit with the Work Progress Schedule a narrative report describing current project schedule status and identifying potential delays. This report will include a description of the progress made since the previous schedule submission and objectives for the upcoming 30 calendar days. It will be submitted on 8.5 by 11 inch paper. This report shall at a minimum include the following information:

1) Indicate if the Project is on schedule, ahead of schedule or behind schedule. If the Project is ahead of schedule or behind schedule, the report shall include the specific number of calendar days. If the Project is behind schedule, the report shall include a detailed recovery plan that will put the Project back on schedule.

2) The report will describe the current critical path of the Project and indicate if this has changed in the last 30 calendar days. Discuss current successes or problems that have affected either the critical path's length or have caused a shift in the critical path within the last 30 calendar days. Identify specific activities, progress, or events that may reasonably be anticipated to impact the critical path within the next 30 calendar days, either to affect its length or to shift it to an alternate path.

3) List all schedule logic or duration changes that have been made to the schedule since the previous submission. For each change, describe the basis for the change and specifically identify the affected activities by identification number.

4) Identify any and all activities, either in progress or scheduled to occur within the following 30 days that require County participation, review, approval, etc.

d. Submit, with the Work Progress Schedule, clear documentation demonstrating that all necessary coordination activities with utility owners that have facilities within the limits of construction have been conducted. In addition, incorporate into the work progress schedule any utility adjustment schedules included in the Contract Documents unless the utility company and the Department mutually agree to changes to the utility schedules shown in the Contract.

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

f. 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. Engineer will review the corrected schedule and respond within 7 days of receipt.

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

h. If Contractor fails to finalize either the initial or a revised schedule in the time specified, Engineer will withhold all Contract payments until Engineer accepts the schedule.

2. Weekly Work Progress Meetings:

a. Coordinate weekly meetings to discuss Contract progress with Engineer including near term scheduled activities, utility relocations, and problems and their proposed solutions.

b. Submit a Two-Week "Look Ahead" Planning Schedule at each weekly meeting, showing the items of work planned for the next two weeks. Develop the schedule in Bar Chart format, identifying current and planned activities and related Contract Schedule work activities, including subcontractor work. Designate all activities that are controlling work items as determined by the currently accepted Contract Schedule.

c. A report shall be submitted at each weekly meeting identifying schedule activity progress including actual start or finish dates achieved for any activities.

3. Prosecution of the Work.

a. Give the Work the constant attention necessary to ensure the scheduled progress, and cooperate fully with Engineer and with other contractors at work in the vicinity.

b. Do not commence work under the Contract until after the Department has issued the Notice to Proceed. Thereafter, commence the Work and continue all work in an expeditious manner to a conclusion acceptable to Engineer and in accordance with the approved Work Progress Schedule.

c. All requirements of the Contract, including completion of punch list items and final deliverables, must be completed during the Contract Duration.

d. Compliance with Time Requirements: Commence work in accordance with the approved Work Progress Schedule and provide sufficient labor, materials and equipment to complete all work as scheduled. Should Contractor fail to furnish sufficient and suitable equipment, forces, and materials, as necessary to prosecute the Work in accordance with the required schedule, Engineer may withhold all progress payments that are, or may become due, or suspend the work until Contractor corrects such deficiencies.

e. Provisions for Convenience of Public: Schedule construction operations so as to minimize any inconvenience to adjacent businesses or residences. Where necessary, Engineer may require Contractor to first construct the work in any areas along the Project where inconveniences caused by construction operations would present a more serious handicap. In such critical locations, where there is no assurance of continuous effective prosecution of the work once the construction operations are begun, Engineer may require Contractor to delay removal of the existing (usable) facilities.

f. The lack of equipment or unsuitability of said equipment shall not be an acceptable reason for falling behind schedule.

g. If Contractor fails to complete all work under the Contract, within the time specified in the "Notice to Proceed" and/or Work Order(s), or fails to perform the Work with sufficient personnel and equipment or with sufficient materials to assure the prompt completion of the work assigned, or discontinues the prosecution of the Work, or fails to resume work which has been discontinued within a reasonable time after notice to do so, or becomes insolvent or is declared bankrupt, or files for reorganization under the bankruptcy or insolvency code, or for any other cause whatsoever, fails to carry on the work in an acceptable manner, or if the surety executing the bond, becomes unsatisfactory in the opinion of the County, Engineer will give notice in writing to Contractor and his surety of such delay, neglect, or default. Additionally, the County may opt to not issue further Work orders and/or to terminate the Contract in addition to assigning a non-responsive Contractor Evaluation rating. Continuous failure by Contractor to complete work in a timely fashion may result in the County not issuing further work and/or cancellation of the Contract.

4. Additional Requirements for Work Order Contracts:

a. The completion time for each Work Order will consist of a reasonable duration determined by Engineer.

b. After the “Notice to Proceed” and issuance of the Work Order(s), Contractor shall commence the Work on the effective date of each Work Order and continue all work in an expeditious manner to a conclusion acceptable to Engineer.

c. All activities required to be performed for each Work Order, including completion of punch list items and final deliverables, must be completed during the Work Order Days provided for each Work Order.

d. Unless otherwise provided by the Contract Documents, Engineer may issue subsequent Work Order(s) any time after Engineer determines that work under an existing Work Order is substantially completed, even if site restoration or punch list items are pending for the existing Work Order.

G. Progress of the Work.

1. Unless otherwise stipulated herein, progress of the Work will be evaluated monthly and compared to the approved Work Progress Schedule.

a. When dollars invoiced by Contractor on the Project are 15 percent greater than the estimated dollars for the work scheduled, Engineer may request in writing, that Contractor submit a revised Work Progress Schedule for approval by the next scheduled monthly submittal date.

b. When the dollars earned by Contractor on the Project are 15 percent less than the estimated dollars for the work scheduled, Engineer may deem the progress of the Work unsatisfactory and will issue a notice to Contractor of unsatisfactory performance.

c. In the event a noncritical item becomes critical as determined by Engineer, Contractor must submit a revised CPM schedule.

d. When an activity on the critical path, as shown on the current approved Work Progress Schedule, has exceeded its late start date by 7 Days, Engineer will deem the progress of Work unsatisfactory and will hold a meeting with Contractor to address the schedule within 7 Days of the discovery. If a resolution cannot be determined within 5 Days, Engineer will issue a notice to Contractor of unsatisfactory performance.

e. When it becomes apparent that an activity on the critical path, as shown on the current approved Work Progress Schedule, has exceeded its original duration by 10 or more Days, regardless of the Contract’s definition of Contract Time, Contractor must submit a revised Work Progress Schedule for approval within 5 Days of the discovery and Engineer will issue a notice of unsatisfactory performance to the Contractor and identify the unsatisfactory performance.

2. The notice of unsatisfactory performance will also allow a reasonable period of time, as determined by Engineer but not to exceed 30 Days from receipt of the notice, for Contractor to bring the progress of the Work into compliance with the current accepted work progress schedule or to provide acceptable written justification for the delay. Contractor must do the following things within the time specified in the notice to Contractor of unsatisfactory performance:

a. Submit a revised baseline progress schedule and recovery plan to Engineer for review and approval. Demonstrate the proposed method to complete the Project within the remaining time specified in the current accepted work progress schedule; and

b. If Contractor is unable to provide such a revised schedule, a late completion schedule shall be submitted indicating the time required to complete the Work. The Department’s approval of the late completion schedule will not operate as a waiver of the Department’s right to assess liquidated damages;

c. Take all necessary action, subject to Engineer’s approval, to ensure completion of the Project at no additional cost to the Department within the remaining time specified in the accepted schedule. Actions may include but not be limited to the following:

1) Additional overtime;

2) Added work shift;

3) Additional workforce;

4) Extended workweek;

5) Additional Equipment; or

6) A combination of these.

H. Performance of Work

1. Give due and adequate notices to those in control of all properties that may be affected by the construction activities.

2. Keep on the job site sufficient plant and equipment to meet the requirements of the Work. The plant shall be kept in a satisfactory operating condition and be capable of safely and efficiently performing the Work as set forth in the Plans and Specifications. The equipment and all operations shall be subject to inspection by Engineer at all times.

3. Submit for approval by Engineer, a description of the type of materials and equipment to be used; and the method of procedure to be used in the performance of the Work.

4. Condition of Equipment

a. All equipment used in the performance of the Work must be in first class operating condition, including proper mufflers and other silencing accessories. All equipment must be properly lubricated on a special maintenance type schedule to reduce noise, including tracks, rollers, idlers, sheaves and other noise producing components. Care must be taken to prevent oil spillage of any kind or oil dripping from equipment. All dewatering pumps and welding machines must be engine driven or powered by Contractor furnished generators. The temporary power source available at the jobsite is not sufficient to power that type of equipment.

b. If the equipment used proves less than satisfactory and is unduly or needlessly disturbing the neighbors, in the opinion of Engineer, he will have the right to order Contractor to immediately modify the equipment to make it satisfactory, or to change to other equipment that is satisfactory at no additional cost to the County.

5. Saw Cutting:

a. When required in performance of this Contract, material may be removed by either saw cutting the slab perpendicular to the long edge, or by any other means that will produce a clean neat cut and that is acceptable to Engineer. All costs for saw cutting and/or any other necessary means for accomplishing the bid items listed in this Contract shall be included in the cost for said item.

6. Open Excavations:

a. At the close of each workday, Contractor shall refill all open excavations, or cover open excavations with steel plates capable of supporting vehicular traffic at no additional cost to the County.

7. Florida Trench Safety Act

a. The Florida Trench Safety Act (Sections 553.60-553.64, Florida Statutes) is hereby incorporated by reference and made a part of these Specifications. The purpose and intention of the State of Florida "Trench Safety Act" is to provide for increased worker safety by requiring compliance with sufficient standards for trench safety and providing additional specific requirements when the excavation is in excess of 5 feet deep. By executing the Contract, Contractor certifies that he is fully aware of the Trench Safety Act, and will comply with applicable trench safety standards.

b. In accordance with Sections 553.60-553.64, F.S., the bidder acknowledges those included in the various items of the proposal and in the total bid price are costs for complying.

I. As-Built Drawings

1. Five (5) sets of complete "As-Built" drawings signed and sealed by either a Florida Registered Surveyor and Mapper or a Florida Registered Professional Engineer, shall be accurately recorded by Contractor and submitted to Engineer prior to final acceptance of the Work.

2. The As-Built Drawings must contain detailed information pertaining to the locations, spans, depths, and elevations of all significant elements of construction performed pursuant to the Contract Documents in addition to all information necessary to comply with Project permits and regulatory requirement.

3. All locations, depths, and elevations shall be taken by a Florida Registered Surveyor and Mapper and be shown on the As-Built drawings.

4. No separate payment will be made for the As-Built drawings.

J. Liquidated Damages

1. Contractor, or in case of his default the surety, shall pay to the County, not as a penalty but as liquidated damages, the amount stipulated below should Contractor fail to complete all work specified within the time stipulated in the Contract, including extra time granted in writing by the County. For Work Order based Contracts, liquidated damages shall be the amount stipulated below, computed for each Work Order, should Contractor fail to complete all work specified within the time stipulated in the Work Order, including extra time granted in writing by the County.

2. Applicable liquidated damages are the amounts established in the following schedule:

Total Contract/Work Order Amount	Daily Charge Per Calendar Day
$50,000 and under	$763
Over $50,000 but less than $250,000	$958
$250,000 but less than $500,000	$1,099
$500,000 but less than $2,500,000	$1,584
$2,500,000 but less than $5,000,000	$2,811
$5,000,000 but less than $10,000,000	$3,645
$10,000,000 but less than $15,000,000	$4,217
$15,000,000 but less than $20,000,000	$4,698
$20,000,000 and over	$6,323 plus 0.00005 of any amount over $20 million (Round to nearest whole dollar)

3. Engineer will count default days in calendar days.

4. County has the right to apply, as payment on such liquidated damages, any money the County owes Contractor.

5. County does not waive its right to liquidated damages due under the Contract by allowing Contractor to continue and to finish the work, or any part of it, after the expiration of the Contract/Work Order Time including granted time extensions.

6. The requirements of this Article may not be waived, compromised or settled without the express written consent of the Board of County Commissioners.

K. Limitations of Operations

1. General:

a. Subject to any provision to the contrary provided in these Contract Documents, Work must not be carried out during the night or on Saturdays, Sundays or on County holidays without prior written approval from Engineer issued at least 24 hours before these times so that proper inspection and engineering services may be scheduled.

b. Prior written approval from Engineer, as specified in this Article, is not required for the performance of work that is necessary for proper care, maintenance, and protection of Work already done, or in cases when the Work would otherwise be endangered or when hazard to life or property would result, in which case Contractor must inform Engineer at the earliest possible opportunity of the same.

c. All construction activities, designated by Engineer as requiring inspection by the County, must be scheduled to coincide with the hours of availability of Engineer or Engineer's duly authorized inspector. The hours of availability are from 7:00 AM until 4:30 PM Monday through Friday; unless otherwise approved by the Engineer, these construction activities must be scheduled to coincide with the aforementioned hours of availability.

d. Work performed without the prior written approval of Engineer and without an Engineer's duly authorized inspector may be declared defective solely on the grounds that it was not properly inspected.

e. Contractor must conform to all applicable laws, regulations, or ordinances with regard to labor employed, hours of work and general operations.

2. Night Work:

a. Night work may be undertaken as a regular procedure when required by the Contract Documents or approved in writing by Engineer. Such approval, however, may be revoked at any time by Engineer if Contractor fails to maintain adequate equipment, lighting, and supervision for the proper prosecution and control of the Work at night pursuant to the requirements herein.

b. For the purposes of this Article, the term "night" shall mean the period from 6:00 p.m. to 7:00 a.m. Due to traffic interference concerns, authorized night construction activities that may be disruptive to traffic flow can only be performed weekdays between 9:00 p.m. to 5:00 a.m.

c. Prepare a specific work plan and submit it to the Engineer for approval at least one week in advance of the anticipated work. The plan must include a schedule of all activities of work and show in detail the special arrangements that will be made to provide for all regulatory and Contract requirements including cordoning off the areas with sufficient roadwork safety signs; providing approved MOT; worksite personnel and citizen safety; necessary lighting; and daily restoration of the work site.

d. Obtain and comply with all necessary permits and authorizations from the applicable jurisdictions.

e. Complete all scheduled work and restore the work site as required in the Engineer's approval.

f. Lighting during nighttime operations:

1) During active nighttime operations, furnish, place and maintain lighting sufficient to permit proper workmanship and inspection. Use lighting with 5 ft•cd minimum intensity. Arrange the lighting to prevent interference with traffic or produce undue glare to property owners. Operate such lighting only during active nighttime construction activities. Provide a light meter to demonstrate that the minimum light intensity is being maintained.

2) Lighting may be accomplished by the use of portable floodlights, standard equipment lights, existing street lights, temporary street lights, or other lighting methods approved by Engineer.

3) Submit a lighting plan at the Preconstruction Conference for review and acceptance by Engineer. Submit the plan on standard size plan sheets (not larger than 24 by 36 inch), and on a scale of either 100 or 50 feet to 1 inch. Do not start night work prior to the Engineer's acceptance of the lighting plan.

4) During active nighttime operations, furnish, place and maintain variable message signs to alert approaching motorists of lighted construction zones ahead. Operate the variable message signs only during active construction activities.

5) Where night work is required by the Contract Documents, include compensation for lighting for night work in the Contract prices for the various items of the Contract. Take ownership of all lighting equipment for night work.

3. Sequence of Operations: Do not open up work to the prejudice of work already started. Engineer may require Contractor to finish a section on which work is in progress before starting work on any additional section.

4. Interference with Traffic:

a. At all times conduct the Work in such manner and in such sequence as to ensure the least practicable interference with traffic. Operate all vehicles and other equipment safely and without hindrance to the traveling public. Park all private vehicles outside the clear zone. Place materials authorized to be stored along the roadway so as to cause no obstruction to the traveling public as possible.

b. Where existing pavement is to be widened and stabilizing is not required, prevent any open trench from remaining after working hours by scheduling operations to place the full thickness of widened base by the end of each day. Do not construct widening strips simultaneously on both sides of the road, except where separated by a distance of at least 1/4 mile along the road and where either the work of excavation has not been started or the base has been completed.

5. Coordination with other contractors:

a. Sequence the work and dispose of materials so as not to interfere with the operations of other contractors

engaged upon adjacent work; join the work to that of others in a proper manner, in accordance with the spirit of the Contract Documents; and perform the work in the proper sequence in relation to that of other contractors; all as may be directed by Engineer.

b. Contractor is responsible for any damage done by him or his agents to the work performed by another contractor.

6. Drainage: Conduct the operations and maintain the work in such condition to provide adequate drainage at all times. Unless otherwise required by the Contract Documents, do not obstruct existing functioning storm drains, gutters, ditches, and other run-off facilities.

7. Fire Hydrants: Keep fire hydrants on or adjacent to the roadway accessible to fire apparatus at all times, and do not place any material or obstruction within 15 feet of any fire hydrant.

8. Protection of Structures: Do not operate heavy equipment close enough to pipe headwalls or other structures to cause their displacement.

9. Fencing: Erect permanent fence as a first order of business on all projects that include fencing where Engineer determines that the fencing is necessary to maintain the security of livestock on adjacent property, or for protection of pedestrians who are likely to gain access to the project from adjacent property.

10. Hazardous or Toxic Waste:

a. When the construction operations encounter or expose any abnormal condition that may indicate the presence of a hazardous or toxic waste, discontinue such operations in the vicinity of the abnormal condition and notify Engineer immediately. Be alert for the presence of tanks or barrels; discolored earth, metal, wood, ground water, etc.; visible fumes; abnormal odors; excessively hot earth; smoke; or other conditions that appear abnormal as possible indicators of hazardous or toxic wastes and treat these conditions with extraordinary caution.

b. Make every effort to minimize the spread of any hazardous or toxic waste into uncontaminated areas.

c. Do not resume the construction operations until so directed by Engineer.

d. Dispose of the hazardous or toxic waste in accordance with the requirements and regulations of any Local, State, or Federal agency having jurisdiction. Where Contractor performs work necessary to dispose of hazardous or toxic waste, and the Contract does not include pay items for disposal, the Department will pay for this work as unforeseeable work.

e. The Department may agree to hold harmless and indemnify Contractor for damages when Contractor discovers or encounters hazardous materials or pollutants during the performance of services for the Department when the presence of such materials or pollutants were unknown or not reasonably discoverable. Such indemnification agreements are only effective if Contractor immediately stops work and notifies the Department of the hazardous material or pollutant problem.

f. Such indemnification agreement is not valid for damages resulting from Contractor's willful, wanton, or intentional conduct or the operations of Hazardous Material Contractors.

L. Qualifications of Contractor's Personnel

1. Meet the personnel qualifications requirements stipulated in Article 105 of the DTPW Specifications.

2. Provide competent, careful, and reliable superintendents, foremen, and workmen. Provide workmen with sufficient skill and experience to properly perform the work assigned to them. Provide workmen engaged on special work, or skilled work, such as bituminous courses or mixtures, concrete bases, pavements, or structures, or in any trade, with sufficient experience in such work to perform it properly and satisfactorily and to operate the equipment involved. Provide workmen that shall make due and proper effort to execute the work in the manner prescribed in the Contract Documents, or Engineer may take action as prescribed below.

3. It is prohibited as a conflict of interest for a Contractor to subcontract with a Consultant to perform Contractor Quality Control when the Consultant is under contract with the Department to perform work on any project described in Contractor's Contract with the Department. Prior to approving a Consultant for Contractor Quality Control, Contractor shall submit to the Department a Certificate from the proposed Consultant certifying that no conflict of interest exists.

4. Whenever Engineer determines that any person employed by Contractor is incompetent, unfaithful, intemperate, disorderly, or insubordinate, Engineer will provide written notice and Contractor shall discharge the person from the work. Do not employ any discharged person on the Project without the written consent of Engineer. If Contractor fails to remove such person or persons, Engineer may withhold all payments that are or may become due, or suspend the work until Contractor complies with such orders. Protect, defend, indemnify, and hold the County, its agents, officials, and employees harmless from all claims, actions, or suite arising from such removal, discharge, or suspension of employees.

M. Temporary Suspension of Contractor's Operations

1. Authority to Suspend Contractor's Operations:

a. Engineer has the authority to suspend Contractor's operations, wholly or in part. Engineer will order such suspension in writing, giving in detail the reasons for the suspension. Contract Time will be charged during all suspensions of Contractor's operations.

b. Any work in the public right of way may be temporarily suspended by the roadway governing authority. If an extension of Contact time is authorized pursuant to the requirements of the Contract Documents, it will be of a non-compensable nature. All costs associated with temporary suspension including any demobilization or re-mobilization costs are the sole responsibility of the Contractor and no extra compensation will be allowed.

c. No additional time extension will be granted to Contractor when the operations are suspended for the following reasons:

1) Contractor fails to comply with the Contract Documents.

2) Contractor fails to carry out orders given by Engineer.

3) Contractor causes conditions considered unfavorable for continuing the Work.

d. Immediately comply with any suspension order. Do not resume operations until authorized to do so by Engineer in writing. Any operations performed by Contractor, and otherwise constructed in conformance with the provisions of the Contract, after the issuance of the suspension order and prior to Engineer's authorization to resume operations will be at no cost to the County. Further, failure to immediately comply with any suspension order will also constitute an act of default by Contractor and is deemed sufficient basis in and of itself for the Department to declare Contractor in default, with the exception that Contractor will not have ten calendar days to correct the conditions for which the suspension was ordered.

2. Prolonged Suspensions: If Engineer suspends Contractor's operations for an indefinite period, store all materials in such manner that they will not obstruct or impede the traveling public unnecessarily or become damaged in any way. Take every reasonable precaution to prevent damage to or deterioration of the work performed. Provide suitable drainage of the roadway by opening ditches, shoulder drains, etc., and provide any temporary structures necessary for public travel through the project.

3. Permission to Suspend Contractor's Operations: Do not suspend operations or remove equipment or materials necessary for completing the work without obtaining Engineer's written permission. Submit all requests for suspension of operations in writing to Engineer, and identify specific dates to begin and end the suspension. Contractor is not entitled to any additional compensation for suspension of operations during such periods.

4. Suspension of Contractor's Operations-Holidays:

a. Unless Contractor submits a written request to work on a holiday at least ten days in advance of the requested date and receives written approval from Engineer, Contractor must not work on the following days: Martin Luther King, Jr. Day; President's Day, Memorial Day; the Saturday and Sunday immediately preceding Memorial Day; Independence Day; Labor Day; the Saturday, and Sunday immediately preceding Labor Day; Columbus Day, Veterans' Day; Thanksgiving Day; the Friday, Saturday and Sunday immediately following Thanksgiving Day; and December 24 through January 2, inclusive. Contract Time will be charged during these holiday periods regardless of whether or not Contractor's operations have been suspended.

b. 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 all applicable requirements for: (1) Maintenance of Traffic; and (2) Prevention, Control, and Abatement of Erosion and Water Pollution. Contractor is not entitled to any additional compensation for removal of equipment from clear zones or for compliance with the aforementioned requirements during such holiday periods.

N. Computation of Contract Time

1. Date of Beginning of Contract Time: The Contract Time begins on the effective start date of the "Notice to Proceed." Perform the Work fully, entirely, and in accordance with the Contract Documents within the Contract Time(s) specified in the Contract Documents, or as may be extended in accordance with the provisions herein.

2. Contract Time Extensions:

a. The Department will consider the delays in delivery of materials or component equipment that affect progress on a controlling item of work as a basis for granting a time extension if such delays are beyond the control of Contractor or supplier. Such delays may include an area-wide shortage, an industry-wide strike, or a natural disaster that affects all feasible sources of supply. In such cases, Contractor shall furnish substantiating letters from a representative number of manufacturers of such materials or equipment clearly confirming that the delays in delivery were the result of an area-wide shortage, an industry-wide strike, etc. No additional compensation will be made for delays caused by delivery of materials or component equipment.

b. The Department will not consider requests for time extension due to delay in the delivery of custom manufactured equipment including traffic signal equipment, highway lighting equipment, etc., unless Contractor furnishes documentation that the order for such equipment was placed in a timely manner, the delay was caused by factors beyond the manufacturer's control, and the lack of such equipment caused a delay in progress on a controlling item of work. No additional compensation will be paid for delays caused by delivery of custom manufactured equipment.

c. The Department will consider the affect of utility relocation and adjustment work on job progress as the basis for granting a time extension only if all the following criteria are met:

1) Delays are the result of either utility work that was not detailed in the plans, or utility work that was detailed in the plans but was not accomplished in reasonably close accordance with the schedule included in the Contract Documents.

2) Utility work actually affected progress toward completion of controlling work items.

3) Contractor took all reasonable measures to minimize the effect of utility work on job progress, including cooperative scheduling of Contractor's operations with the scheduled utility work at the preconstruction conference and providing adequate advance notification to utility companies as to the dates to coordinate their operations with Contractor's operations to avoid delays.

d. As a condition precedent to an extension of Contract Time, Contractor must submit to Engineer:

1) A preliminary request for an extension of Contract Time made in writing to Engineer within ten calendar days after the commencement of a delay to a controlling item of work. If Contractor fails to submit this required preliminary request for an extension of Contract Time, Contractor fully, completely, absolutely and irrevocably waives any entitlement to an extension of Contract Time for that delay. In the case of a continuing delay only a single preliminary request for an extension of Contract Time will be required. Each such preliminary request for an extension of Contract Time shall include as a minimum the commencement date of the delay, the cause of the delay, and the controlling item of work affected by the delay; and

2) Further, Contractor must submit to Engineer a request for a Contract Time extension in writing within 30 days after the elimination of the delay to the controlling item of work identified in the preliminary request for an extension of Contract Time. Each request for a Contract Time extension shall include as a minimum all documentation that Contractor wishes the Department to consider related to the delay, and the exact number of days requested to be added to Contract Time. If Contractor contends that the delay is compensable, then Contractor is also required to submit with the request for a Contract Time extension a detailed cost analysis of the requested additional compensation. If Contractor fails to submit this required request for a Contract Time extension, with or without a detailed cost analysis, depriving Engineer of the timely opportunity to verify the delay and the costs of the delay, Contractor waives any entitlement to an extension of Contract Time or additional compensation for the delay.

e. Upon timely receipt of the preliminary request of Contract Time from Contractor, Engineer will investigate the conditions, and if it is determined that a controlling item of work is being delayed for reasons beyond the control of Contractor, Engineer will take appropriate action to mitigate the delay and the costs of the delay. Upon timely receipt of the request for a Contract Time extension Engineer will further investigate the conditions, and if it is determined that there was an increase in the time or the cost of performance of the controlling item of work beyond the control of Contractor, then an adjustment of Contract Time will be made, and a monetary adjustment will be made, excluding loss of anticipated profits, and the Contract will be modified in writing accordingly.

f. The existence of an accepted schedule, including any required update(s), as required by the Contract Documents is a condition precedent to Contractor having any right to the granting of an extension of contract time or any monetary compensation arising out of any delay. Contractor failure to have an accepted schedule, including any required update(s), for the period of potential impact, or in the event the currently accepted schedule and applicable updates do not accurately reflect the actual status of the project or fail to accurately show the true controlling or non-controlling work activities for the period of potential impact, will result in any entitlement determination as to time or money for such period of potential impact being limited solely to the Department's analysis and identification of the actual controlling or non-controlling work activities. Further, in such instances, the Department's determination as to entitlement as to either time or compensability will be final.

O. Default and Termination of Contract

1. Determination of Default:

a. The following acts or omissions constitute acts of default and, except as to subparagraph 10) below, the Department will give notice, in writing, to Contractor and his surety for any delay, neglect or default, if Contractor:

1) Fails to begin the work under the Contract within the time specified in the Notice to Proceed;

2) Fails to perform the work with sufficient workmen and equipment or with sufficient materials to ensure prompt completion of the Contract;

3) Performs the work unsuitably, or neglects or refuses to remove materials or to perform anew such work that Engineer rejects as unacceptable and unsuitable;

4) Discontinues the prosecution of the work, or fails to resume discontinued work within a reasonable time after Engineer notifies Contractor to do so;

5) Becomes insolvent or is declared bankrupt, or files for reorganization under the bankruptcy code, or commits any act of bankruptcy or insolvency, either voluntarily or involuntarily;

6) Allows any final judgment to stand against him unsatisfied for a period of ten calendar days;

7) Makes an assignment for the benefit of creditors;

8) Fails to comply with Contract requirements regarding minimum wage payments or Small Business Enterprise or Equal Employment Opportunity requirements;

9) Fails to comply with Engineer's written suspension of work order within the time allowed for compliance and which time is stated in that suspension of work order; or

10) For any other cause whatsoever, fails to carry on the work in an acceptable manner, or if the surety executing the bond, for any reasonable cause, becomes unsatisfactory in the opinion of the Department.

b. For a notice based upon reasons stated in subparagraphs a. 1) through 8) and 10) above: if Contractor, within a period of ten calendar days after receiving the notice described above, fails to correct the conditions of which complaint is made, the Department will, upon written certificate from Engineer of the fact of such delay, neglect, or default and Contractor's failure to correct such conditions, have full power and authority, without violating the Contract, to take the prosecution of the work out of the hands of Contractor and to declare Contractor in default.

c. If Contractor, after having received a prior notice described above for any reason stated in subparagraph a. 2), 3), 4), 5), 6) or 8), commits a second or subsequent act of default for any reason covered by the same subparagraph a. 2), 3), 4), 5), 6) or 8) as stated in the prior notice, and regardless whether the specific reason is the same, then, regardless of whether Contractor has cured the deficiency stated in that prior notice, the Department will, upon written certificate from Engineer of the fact of such delay, neglect or default and Contractor's failure to correct such conditions, have full power and authority, without any prior written notice to Contractor and without violating the Contract, to take the prosecution of the work out of the hands of Contractor and to declare Contractor in default.

d. Regarding subparagraph a. 9), if Contractor fails to comply with Engineer's written suspension of work order within the time allowed for compliance and which time is stated in that suspension of work order, the Department will, upon written certificate from Engineer of the fact of such delay and Contractor's failure to correct that condition, have full power and authority, without violating the Contract, to immediately take the prosecution of the work out of the hands of Contractor and to declare Contractor in default.

e. The Department has no liability for anticipated profits for unfinished work on a Contract that the Department has determined to be in default.

2. Completion of Work by Department:

a. Upon declaration of default, the Department will have full power to appropriate or use any or all suitable and acceptable materials and equipment on the site and may enter into an agreement with others to complete the work under the Contract, or may use other methods to complete the work in an acceptable manner. The Department will charge all costs that the Department incurs because of Contractor's default, including the costs of completing the work under the Contract, against Contractor. If the Department incurs such costs in an amount that is less than the sum that would have been payable under the Contract had the defaulting Contractor completed the work then the Department will pay the difference to the defaulting Contractor. If the Department incurs such costs in an amount that exceeds the sum that would have been payable under the Contract, then Contractor and the surety shall be liable and shall pay the County the amount of the excess.

b. If, after the ten day notice period and prior to any action by the Department to otherwise complete the work under the Contract, Contractor establishes his intent to prosecute the work in accordance with the Department's requirements, then the Department may allow Contractor to resume the work, in which case the Department will deduct from any monies due or that may become due under the Contract, any costs to the County incurred by the delay, or from any reason attributable to the delay.

3. Termination of Contract for Convenience:

a. The Department may terminate the entire Contract or any portion thereof, if the Department determines termination is in the County's interest. Engineer will deliver to Contractor a Written Notice of Termination specifying the extent of termination and the effective date.

b. When the Department terminates the entire Contract, or any portion thereof, before Contractor completes all items of work in the Contract, the Department will make payment for the actual number of units or items of work that Contractor has completed, at the Contract unit price, and as approved by Engineer for items of work partially completed, and such payments will constitute full and complete compensation for such work or items. No payment of any kind or amount will be made for items of work not started. The Department will not consider any claim for loss of anticipated profits, or overhead of any kind (including home office and jobsite overhead or other indirect impacts).

c. The Department will consider reimbursing Contractor for actual cost of mobilization (when not otherwise included in the Contract) including moving equipment to the job where the volume of the work that Contractor has completed is de minimis and thereby too small to compensate Contractor for these expenses under the Contract unit prices.

d. The Department may purchase at actual cost acceptable materials and supplies procured for the work, that the Department has inspected, tested, and approved and that Contractor has not incorporated in the work. Submit the proof of actual cost, as shown by receipted bills and actual cost records, at such points of delivery as Engineer may designate.

e. Termination of a contract or a portion thereof, under the provisions of this Subarticle, does not relieve Contractor or the surety of its responsibilities for the completed portion of the Contract or its obligations for and concerning any just claims arising out of the work performed.

P. Release of Contractor's Responsibility

The Department considers the Contract complete when Contractor has completed all work and requirements of the Contract and the Department has accepted the Work. The Department will then release Contractor from further obligation except as set forth in the Contract Bonds, and except as allowed by the Contract Documents subsequent to Final Payment.

1.07 MEASUREMENT AND PAYMENT

A. Compensation

1. Compensation provided by the Contract, through the various scheduled items having awarded Contract Unit Prices, constitutes full payment for completing the Work and meeting all requirements of the Contract Documents. Approved payments will be made only under items having awarded Contract Unit Prices that are measured and accepted by Engineer.

2. The aforementioned compensation includes:

a. Full payment for furnishing any material, supply, equipment, tool, labor, supervision, or meeting any requirement that is reasonably inferred or incidental to

the Work whether or not specifically called for by the Contract Documents.

b. Items of work that do not have awarded Contract Unit Prices, even if the items appear within the Articles of these Specifications or anywhere else in the Contract Documents. These items will not be measured separately for payment. Compensation for performing any work or meeting any requirement associated with these items is included in approved payments made under the various scheduled items having awarded Contract Unit Prices.

3. For Job Order Contracts, the Contract Unit Price, where referenced anywhere in these Contract Documents, is the price which results from the multiplication of the unit price provided by the County on the Project Bid Form times the awarded Contractor's percentage factor. All compensation for services called for in this Contract shall be made on the basis of the Contract Unit Prices for quantities based upon the actual work performed and accepted by Engineer. Such compensation shall be complete payment for all phases of the operation and no additional payment shall be made for any reason whatsoever.

4. Miami-Dade County offers a payment option that will expedite County payments to your organization via Automatic Clearing House transfers instead of the issuance and mailing of a County check. More information is available at http://www.miamidade.gov/Finance/ACH-Memo.asp.

B. Contingency Allowance Account

1. A Contingency Allowance account has been established for the Work under this Contract. The Total Contract award amount will include no more than ten percent (10%) Contingency Allowance Account. Contractor is not entitled to funds from the Contingency Allowance Account unless, at the discretion of Engineer, work is directed to be performed that is beyond the scope of established pay items. Contractor shall perform such work only upon receipt of an executed Miami-Dade-County Contingency Allowance Account expenditure form from Engineer.

C. Florida Power And Light Connection Allowance

1. County will reimburse Contractor, at invoice cost, for the services of the Florida Power and Light (FPL) connection fees required by Engineer. The necessary invoices shall be submitted to Engineer for inclusion in the payment requisition. This payment will be made from the appropriate dedicated allowance. If no dedicated allowance is provided, then payment shall be made from the Contingency Allowance Account.

D. Retainage; Punch List Requirements

1. Amount of retainage.

a. An amount of 10-percent retainage will be withheld from each progress payment made to Contractor.

b. After "50-percent completion" of the Contract work, the amount of retainage withheld from each subsequent progress payment will be reduced to 5-percent.

c. For the purpose of this Article, "50-percent completion" shall mean the point at which the County has expended 50 percent of the total awarded amount of the Contract together with all costs, if any, associated with existing change orders and any other changes or additions or modifications to the construction services required by the Contract.

2. Project closeout (Punch List).

a. Within 21 days of reaching Substantial Completion and performance of required inspection(s), Engineer, with cooperation of Contractor, will develop a single punch list subject to the provisions of Section 218.735 (7) of the Florida Statutes (F.S.), listing all items necessary to render complete, satisfactory, and acceptable to Engineer all work and requirements of the Contract. Contractor will review and comment as necessary to assist Engineer in the preparation of the final draft of the list during the aforementioned timeframe.

b. Engineer will provide Contractor with the Punch List within 5 days after the List has been developed and reviewed as provided in Subarticle 2.a above. Contractor must immediately work on completion of the items listed and provide to Engineer within 5 days of receipt of the Punch List, a final schedule for the completion of all pending work and requirements of the Contract. The schedule must provide for the final completion of all Contract requirements and acceptance by the Engineer prior to the expiration of the Contract.

c. For work order or multiphase projects:

1) Provide a punch list listing all items necessary to render complete, satisfactory, and acceptable to Engineer all work and requirements for each phase or work order as applicable.

2) All time limitations and requirements stipulated above apply except that the timeframe requirements for the individual punch lists are based on the specific phase or work order's substantial completion.

3. Release of Retainage.

a. The release of retainage is subject to Section 218.735 (7), F.S. and may be requested as follows:

1) After "50-percent completion" of the Contract work, Contractor may present to the County a payment request for up to one-half of the retainage held by the County.

2) Upon completion of all items on the punch list and their acceptance by Engineer, Contractor may submit a payment request for all remaining retainage withheld by the County under this Contract. If a good faith dispute exists as to whether one or more items identified on the Punch List have been completed pursuant to the Contract requirements, the County may continue to withhold an amount equal to 150 percent of the total costs to complete such items.

3) The County is not required to pay or release any amounts of retainage that are the subject of a good faith dispute, the subject of a claim brought pursuant

to Section 255.05, F.S., or otherwise the subject of a claim or demand by the County or Contractor.

E. Measurement of Quantities

1. Measurement Standards: Engineer will measure all work completed under the Contract in accordance with the United States Standard Measures.

2. Method of Measurements: Engineer will take all measurements horizontally or vertically as applicable.

3. Determination of Pay Areas:

a. Final Calculation: When measuring items paid for on the basis of area of finished work, where the pay quantity is designated to be determined by calculation, Engineer will use lengths and widths in the calculations based on the station to station dimensions shown on the plans; the station to station dimensions actually constructed within the limits designated by Engineer; or the final dimensions measured along the surface of the completed work within the neat lines shown on the Plans or designated by Engineer. Engineer will use the method or combination of methods of measurement that reflect, with reasonable accuracy, the actual surface area of the finished work as Engineer determines.

4. Construction Outside Authorized Limits: Engineer will not pay for surfaces constructed over a greater area than authorized, or for material that Contractor has moved from outside of slope stakes and lines shown on the plans, except where Engineer provides written instruction for Contractor to perform such work.

5. Truck Requirements: Provide all trucks with numbers and certify that all trucks used have a manufacturer's certification or permanent decal showing the truck capacity rounded to the nearest tenth of a cubic yard placed on both sides of the truck. This capacity will include the truck body only and any side boards added will not be included in the certified truck body capacity. Ensure the lettering and numbers are legible for identification purposes at all times.

6. Ladders and Instrument Stands for Bridge Projects:

a. On bridge projects, in order to facilitate necessary measurements, provide substantial ladders to the tops of piers and bents, and place and move such ladders as Engineer directs.

b. For bridge projects crossing water or marshy areas, supply fixed stands for instrument mounting and measurements, in accordance with the details stipulated in the Specifications for the project.

F. Bituminous Material

a. On Contracts having an original Contract Time of more than 365 calendar days, or more than 5,000 tons of asphalt concrete, the Department will adjust the bid unit price for bituminous material, excluding cutback and emulsified asphalt to reflect increases or decreases in the Asphalt Price Index (API) of bituminous material from that in effect during the month in which bids were received. Contractor will not be given the option of accepting or rejecting this adjustment. Bituminous adjustments will be made only when the current API (CAPI) varies by more than 5% of the API prevailing in the month when bids were received (BAPI), and then only on the portion that exceeds 5%.

b. The Department will use the API determined by FDOT and available on the FDOT Office of Construction website http://www.dot.state.fl.us/construction/fuel&bit/Fuel&Bit.shtm .

c. Payment on progress estimates will be adjusted to reflect adjustments in the prices for bituminous materials in accordance with the following:

1) $ Adjustment = (ID)(Gallons)

2) Where ID = Index Difference = [CAPI - 0.95(BAPI)] when the API has decreased between the month of bid and month of this progress estimate.

3) Where ID = Index Difference = [CAPI - 1.05(BAPI)] when the API has increased between the month of bid and month of this progress estimate.

4) Payment will be made on the current progress estimate to reflect the index difference at the time work was performed.

5) For asphalt concrete items payable by the ton, the number of gallons will be determined assuming a mix design with 6.25 percent liquid asphalt weighing 8.58 lb/gal.

6) Asphalt concrete items payable by the square yard will be converted to equivalent tons assuming a weight of 100 lb/yd^2 per inch.

2. Non-Duplication of Payment: In cases where the basis of payment clause in these Specifications relating to any unit price in the bid schedule requires that the unit price cover and be considered compensation for certain work or material essential to the item, the Department will not measure or pay for this same work or material under any other pay item that may appear elsewhere in these Specifications.

G. Lump Sum Quantities

1. Error in Lump Sum Quantity: Where the Department designates the pay quantity for an item to be a lump sum and the plans show an estimated quantity, the Department will adjust the lump sum compensation only in the event that either Contractor submits satisfactory evidence or the Department determines from satisfactory evidence that a difference exists between the original plan quantity and final quantity of greater than 5 percent.

2. Authorized Changes in Work: Where the Department designates the pay quantity for an item to be a lump sum and the plans show an estimated quantity, the Department will adjust compensation for that item proportionately when an authorized plan change is made which results in an increase or decrease in the quantity of that item. When the plans do not show an estimated plan quantity or the applicable specifications do not provide adjustments for contingencies, the Department will compensate for any authorized plan change resulting in an increase or decrease in the cost of acceptably completing the item by establishing a new unit price through a Change Order.

H. Deleted Work

1. The Department will have the right to cancel the portions of the Contract relating to the construction of any acceptable item therein, by the payment to Contractor of a fair and equitable amount covering all items of cost incurred prior to the date that Engineer cancels the work.

I. Partial Payments

1. General:

a. Engineer will make partial payments on monthly estimates based on the amount of work that Contractor completes during the month (including delivery of certain materials, as specified herein below). Engineer will make approximate monthly payments, and the Department will correct all partial estimates and payments in the subsequent estimates and in the final estimate and payment.

b. The Department will base the amount of such payments on the total value of the work that Contractor has performed to the date of the estimate, based on the quantities completed as determined by Engineer and the Contract prices, less payments previously made and less any retainage withheld.

2. Withholding Payment for Defective Work: If the Department discovers any defective work or material prior to the final acceptance, or if the Department has a reasonable doubt as to the integrity of any part of the completed work prior to final acceptance, then the Department will not allow payment for such defective or questioned work until Contractor has remedied the defect and removed any causes of doubt.

3. Partial Payments for Delivery of Certain Materials:

a. General:

1) The Department may allow partial payments for new materials that will be permanently incorporated into the Project and are stockpiled in approved locations in the project vicinity. Stockpile materials so that they will not be damaged by the elements.

2) The following conditions apply to all partial payments for stockpiled materials:

a) There must be reasonable assurance that the stockpiled material will be incorporated into the Project.

b) The stockpiled material must be approved by Engineer as meeting applicable specifications.

c) The total quantity for which partial payment is made shall not exceed the estimated total quantity required to complete the Project.

d) Contractor must furnish Engineer with copies of certified invoices to document the value of the materials received. The amount of the partial payment will be determined from invoices for the material up to the unit price in the Contract.

e) Delivery charges for materials delivered to the jobsite will be included in partial payments if properly documented.

f) Partial payments will not be made for materials which were stockpiled prior to award of the Contract for a project.

b. Partial Payment Amounts: The following partial payment restrictions apply:

1) Partial payments less than $5,000 for any one month will not be processed.

2) Partial payments for structural steel and precast prestressed items will not exceed 85% of the Contract price for the item. Partial payments for all other items will not exceed 75% of the Contract price of the item in which the material is to be used.

3) 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.

4. Certification of Payment to Subcontractors:

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

b. Within 30 days of Contractor’s receipt of the final progress payment or any other payments thereafter, except the final payment, Contractor shall pay all subcontractors and suppliers having an interest in the Contract for all work completed and materials furnished. The Department will honor an exception to the above when Contractor demonstrates good cause for not making any required payment and furnishes written notification of any such good cause to both the Department and the affected subcontractors or suppliers within said 30 day period.

J. Record of Construction Materials

1. General: For all construction materials used in the construction of the Project, (except materials for materially generally classed as non-commercial), preserve for the Department’s inspection the invoices and records of the materials for a period of five years from the date of completion of the Project. Apply this requirement when subcontractors purchase materials, and obtain the invoices and other materials records from

the subcontractors. By providing the materials, Contractor certifies that all invoices will be maintained for the required period.

K. Recovery Rights, Subsequent to Final Payment

1. The Department reserves the right, if it discovers an error in the partial or final payments, or if it discovers that Contractor performed defective work or used defective materials, after the final payment has been made, to claim and recover from Contractor or his surety, or both, by process of law, such sums as may be sufficient to correct the error or make good the defects in the work and materials.

2. Retain all records pertaining to the Project for a period of five years from the date of Engineer's final acceptance of the Project and final payment, or greater if required by record retention laws. Upon request, make all such records available to the Department or its representative. For the purpose of this Article, records include all books of account, supporting documents, and papers that the Department deems necessary to ensure compliance with the Contract provisions.

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SPECIFICATIONS

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B. Page 417, Subarticle 425-6.7 Backfilling; is modified to include the following: 46
C. Page 417, Subarticle 425-8.2 - Adjusted Structures; is expanded to include the following: 46
D. Page 418, Subarticle 425-8.3 – Payment Items; is expanded to include the following: 46

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A. Page 583, Article 520-1, Description: Is expanded to include the following: 48
B. Page 583, Article 520-2, Materials: Is amended as follows: 48
C. Page 591 Article 520-12, Basis of Payment: Is deleted in its entirety and replaced with the following: 48

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A. Page 589, Article 522-1, Description: Is expanded to include the following: 48
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C. Page 591 Article 522-9, Method of Measurement; is expanded to include the following: 49
D. Page 591 Article 522-10, Basis of Payment; is deleted in its entirety and replaced with the following: 49

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101 MOBILIZATION (REV. 03-12-2013)

A. Description.

1. Perform preparatory work and operations in mobilizing for beginning work on the Project, including, but not limited to, those operations necessary for the movement of personnel, equipment, supplies, and incidentals to the project site(s) and for the establishment of temporary offices, buildings, safety equipment and first aid supplies, and sanitary and other facilities.
2. Include the costs of bonds and any required insurance and any other preconstruction expense necessary for the start of the work, excluding the cost of construction materials.

B. Basis of Payment.

1. When No Separate Item for Mobilization is Included in the Contract:
   a. All work and incidental costs specified as being covered under this Article will be included for payment under the several scheduled items of the overall Contract, and no separate payment will be made therefore.
2. When a Separate Pay Item for Mobilization is Included in the Contract:
   a. The work and incidental costs specified as being covered under this Article will be paid for at the Contract lump sum price for the Mobilization pay item, after an executed Notice to Proceed has been issued, by partial payments made in accordance with the following:
      1) For contracts of 120 contract days duration or less, partial payment will be made at 50% of the bid price per month for the first two months. For contracts in excess of 120 contract days duration, partial payment will be made at 25% of the bid price per month for the first four months. In no event shall more than 50% of the bid price be paid prior to commencing construction on the project site.
      2) Total partial payments for Mobilization on any project, including when more than one project or job is included in the Contract, will be limited to 10% of the original Contract amount for that project. Any remaining amount will be paid upon completion of all work on the Contract.
      3) Retainage, as specified in the Contract Documents, will be applied to all partial payments.
      4) Partial payments made on this Subarticle will in no way act to preclude or limit any of the provisions for partial payments otherwise provided for by the Contract.
3. Payment will be made under:

104 PREVENTION, CONTROL, AND ABATEMENT OF EROSION AND WATER POLLUTION (REV. 01-09-12)

A. Description.

1. Provide erosion control measures on the Project and in areas outside the right-of-way where work is accomplished in conjunction with the Project, so as to prevent pollution of water, detrimental effects to public or private property adjacent to the Project right-of-way, and damage to work on the Project.
2. Construct and maintain temporary erosion control features and, as required, construct and maintain permanent erosion control features as shown in the Plans or as may be directed by Engineer.

B. General.

1. Coordinate the installation of temporary erosion control features with the construction of the permanent erosion control features to the extent necessary to ensure economical, effective, and continuous control of erosion and water pollution throughout the life of the Contract.
2. Maintain, at the work site, copies of all documents referenced by this Specification including: the Departmental Stormwater Pollution Prevention Plan (if provided); the approved contractor Erosion Control Plan; and applicable inspection reports, permits and certifications. Document compliance with all requirements pertaining to the aforementioned documents and this Specification.
3. Engineer may direct, when warranted by unforeseen conditions, the use of control features or methods other than those included in the original Contract. In such event, the Department will pay for this additional work as unforeseeable work.

C. Control of Contractor's Operations Which May Result in Water Pollution.

1. Prevent pollution of streams, canals, lakes, reservoirs, and other water impoundments with fuels, oils, bitumens, calcium chloride, or other harmful materials.
2. Conduct and schedule operations to avoid or otherwise minimize pollution or siltation of such water impoundments, and to avoid interference with movement of migratory fish. Do not dump any residue from dust collectors or washers into any water body.
3. Restrict construction operations in rivers, streams, lakes, tidal waters, reservoirs, canals, and other water impoundments to those areas where it is necessary to perform filling or excavation to accomplish the work shown in the Plans and to those areas which must be entered to construct temporary or permanent structures. As soon as conditions permit, promptly clear rivers, streams, and impoundments of all obstructions placed therein or caused by construction operations.

4. Do not frequently ford live streams with construction equipment. Wherever an appreciable number of stream crossings are necessary at any one location, use a temporary bridge or other structure.
5. Except as necessary and authorized for Project construction, do not deposit excavated material in rivers, streams, canals, or impoundments, or in a position close enough thereto, to be washed away by high water or runoff.
6. Where pumps are authorized for use in removing highly turbid waters from enclosed construction areas such as cofferdams or forms, treat the water by one or more of the following methods prior to discharge into State waters:
   a. Pumping into grassed swales or appropriate vegetated areas or sediment basins.
   b. Confined by an appropriate enclosure such as turbidity barriers when other methods are not considered appropriate.
7. Do not disturb lands or waters outside the limits of construction as staked, except as authorized by Engineer.
8. Obtain Engineer's approval for the location of, and method of operation in, borrow pits, material pits, and disposal areas furnished for waste material from the project (other than commercially operated sources) such that erosion during and after completion of the work will not result in probability of detrimental siltation or water pollution.

D. Materials for Temporary Erosion Control.

1. Engineer will not require testing of materials used in construction of temporary erosion control features other than as provided for geotextile fabric in FDOT 985-3 unless such material is to be incorporated into the completed Project.
2. When no testing is required, Engineer will base acceptance on visual inspection.
3. Contractor may use new or used materials, subject to Engineer's approval, for the construction of temporary silt fence, staked turbidity barriers, and floating turbidity barrier not to be incorporated into the completed Project.

E. Erosion Control Plan.

1. Prepare the Erosion Control Plan (ECP) in a format acceptable to the Department and in accordance with the planned sequence of operations.
2. At the Preconstruction Conference, submit to the Department an ECP that:
   a. Meets the requirements or conditions of all permits authorizing construction of the Project. Where no permits are required or the approved permits do not contain conditions that specifically addresses erosion and water pollution, the requirements of the ECP will be governed by the Contract Documents and all applicable laws, rules, or regulations.
   b. Accompanies the Department's Stormwater Pollution Prevention Plan (SWPPP) when a SWPPP is provided for the Project.
   c. Includes and describes for each phase of construction operations or activities the following:
      1) Locations of all erosion control devices
      2) Types of all erosion control devices
      3) Estimated time erosion control devices will be in operation
      4) Monitoring schedules for maintenance of erosion control devices
      5) Methods of maintaining erosion control devices
      6) Containment or removal methods for pollutants or hazardous wastes
      7) The name and telephone number of the person responsible for monitoring and maintaining the erosion control devices.
   d. Includes procedures to control off-site tracking of soil by vehicles and construction equipment and a procedure for cleanup and reporting of non-stormwater discharges.
   e. Describes all phases of operations, the prevention, control, and abatement of erosion and water pollution items or activities necessary for the Project, to include:
      1) Types and locations of all erosion control devices
      2) Estimated time erosion control devices will be in operation
      3) Monitoring schedules for maintenance of erosion control devices
      4) Methods for maintaining erosion control devices
      5) Containment or removal methods for pollution or hazardous wastes
      6) Name and telephone number of the person responsible for monitoring and maintaining the erosion control devices.
3. Contractor must obtain Engineer's written approval of the ECP prior to commencing any construction activities.
4. For project requiring a Florida Department of Environmental Protection (FDEP) Generic Permit for Stormwater Discharge from Large and Small Construction Activities (Generic Permit):
   a. Failure to sign any documents or certification statements required by the FDEP Generic Permit will be considered a default of the Contract.
   b. Any soil disturbing activities performed without the required signed documents or certifications statements may be considered a violation of the FDEP Generic Permit.

F. Construction Requirements.

1. Limitation of Exposure of Erodible Earth:

a. Engineer may limit the surface areas of unprotected erodible earth exposed by the construction operation and may direct Contractor to provide erosion or pollution control measures to prevent contamination of any river, stream, lake, tidal waters, reservoir, canal, or other water impoundments or to prevent detrimental effects on property outside the Project right-of-way or damage to the Project.

b. Limit the area in which excavation and filling operations are being performed so that it does not exceed the capacity to keep the finish grading, turf, sod, and other such permanent erosion control measures current in accordance with the accepted schedule.

c. Do not allow the surface area of erodible earth that clearing and grubbing operations or excavation and filling operations expose to exceed 750,000 square feet without specific prior approval by Engineer. This limitation applies separately to clearing and grubbing operations and excavation and filling operations.

d. Engineer may increase or decrease the amount of surface area the Contractor may expose at any one time.

2. Incorporation of Erosion and Sediment Control Features:

a. Incorporate permanent erosion control features into the project at the earliest practical time. Use temporary erosion and sediment control features found in the State of Florida Erosion and Sediment Control Designer and Reviewer Manual (E&SC Manual) to correct conditions that develop during construction which were not foreseen at the time of design, to control erosion and sediment prior to the time it is practical to construct permanent control features, or to provide immediate temporary control of erosion and sediment that develops during normal construction operations, which are not associated with permanent erosion control features on the project. An electronic version of the E&SC Manual can be found at the following URL: http://www.dot.state.fl.us/specificationsoffice/Implemented/URLinSpecs/Files/FLErosionSedimentManual060709.pdf

b. Install all sediment control devices in a timely manner to ensure the control of sediment and the protection of lakes, streams, gulf or ocean waters, or any wetlands associated therewith and to any adjacent property outside the right-of-way as required.

c. At sites where exposure to such sensitive areas is prevalent, complete the installation of any sediment control device prior to the commencement of any earthwork.

d. After installation of sediment control devices, repair portions of any devices damaged at no expense to the Department. Engineer may authorize temporary erosion and sediment control features when finished soil layer is specified in the Contract and the limited availability of that material from the grading operations will prevent scheduled progress of the work or damage the permanent erosion control features.

3. Scheduling of Successive Operations:

a. Schedule operations such that the area of unprotected erodible earth exposed at any one time is not larger than the minimum area necessary for efficient construction operations, and the duration of exposure of uncompleted construction to the elements is as short as practicable.

b. Schedule and perform clearing and grubbing so that grading operations can follow immediately thereafter. Schedule and perform grading operations so that permanent erosion control features can follow immediately thereafter if conditions on the project permit.

4. Details for Temporary Erosion and Sediment Control Features:

a. General: Use temporary erosion, sediment and water pollution control features found in the E&SC Manual. These features consist of, but are not limited to, temporary turf, rolled erosion control products, sediment containment systems, runoff control structures, sediment barriers, inlet protection systems, silt fences, and turbidity barriers. For design details for some of these items, refer to the Plans, the FDOT Design Standards and E&SC Manual.

b. Temporary Sod: Engineer may designate certain areas of sod constructed in accordance with the Specifications as temporary erosion control features. For areas not defined as sod, constructing temporary turf by seeding only is not an option for temporary erosion control under this Article. Engineer may waive the turf establishment requirements of the Specifications for areas with temporary sod that will not be a part of the permanent construction. The work of placing temporary sod, approved as a temporary erosion control feature where directed by Engineer and in accordance with these Specifications, will be paid for as unforeseeable work.

c. Runoff Control Structures: Construct runoff control structures in accordance with the details shown in the Plans, the E&SC Manual, or as may be approved as suitable to adequately perform the intended function.

d. Sediment Containment Systems: Construct sediment containment systems in accordance with the details shown in the Plans, the E&SC Manual, or as may be approved as suitable to adequately perform the intended function. Clean out sediment containment systems as necessary in accordance with the Plans or as directed.

e. Sediment Barriers: Provide and install sediment barriers according to details shown in the Plans, as directed by Engineer, or as shown in the E&SC Manual to protect against downstream accumulation of sediment. Sediment Barriers include, but are not limited to synthetic bales, silt fence, fiber logs and geosynthetic barriers. Reusable barriers that have had sediment deposits removed may be reinstalled on the Project as approved by Engineer.

f. Silt Fence:

1) General: Furnish, install, maintain, and remove silt fences, in accordance with the manufacturer's directions, these Specifications, the details as shown on the Plans, the FDOT Design Standards, and the E&SC Manual.

2) Materials and Installation: Use a geotextile fabric made from woven or nonwoven fabric, meeting the physical requirements of FDOT Section 985 according to those applications for erosion control. Choose the type and size of posts, wire mesh reinforcement (if required), and method of installation. Do not use products which have a separate layer of plastic mesh or netting. Provide a durable and effective silt fence that controls sediment comparable to the FDOT Design Standards and the E&SC Manual. Erect silt fence at upland locations, across ditch lines and at temporary locations shown on the plans or approved by Engineer where continuous construction activities change the natural contour and drainage runoff. Do not attach silt fence to existing trees unless approved by Engineer.

3) Inspection and Maintenance: Inspect all silt fences immediately after each rainfall and at least daily during prolonged rainfall. Immediately correct any deficiencies. In addition, make a daily review of the location of silt fences in areas where construction activities have changed the natural contour and drainage runoff to ensure that the silt fences are properly located for effectiveness. Where deficiencies exist, install additional silt fences as directed by Engineer. Remove sediment deposits when the deposit reaches approximately 1/2 of the volume capacity of the silt fence or as directed by Engineer. Dress any sediment deposits remaining in place after the silt fence is no longer required to conform with the finished grade, and prepare them in accordance with the Contract Documents and as directed by Engineer.

g. Floating Turbidity Barriers and Staked Turbidity Barriers:

1) Install, maintain, and remove turbidity barriers to contain turbidity that may occur as the result of dredging, filling, or other construction activities which may cause turbidity to occur in the waters of the State. Contractor may need to deploy turbidity barriers around isolated areas of concern such as seagrass beds, coral communities, etc. both within as well as outside the right-of-way limits. Engineer will identify such areas. Place the barriers prior to the commencement of any work that could impact the area of concern. Install the barriers in accordance with the details shown in the Plans or as approved by Engineer. Ensure that the type barrier used and the deployment and maintenance of the barrier will minimize dispersion of turbid waters from the construction site. Engineer may approve alternate methods or materials.

2) Operate turbidity barriers in such a manner to avoid or minimize the degradation of the water quality of the surrounding waters and minimize damage to areas where floating barriers installed.

h. Inlet Protection System: Furnish and install inlet protection systems as shown in the Plans, FDOT Design Standards and the E&SC Manual.

i. Rolled Erosion Control Products (RECPs):

1) General: Install RECPs in locations where temporary protection from erosion is needed. Two situations occur that require artificial coverings each having differing material requirements.

a) Temporary pauses in construction: Use RECPs composed of natural or synthetic fiber mats, plastic sheeting, or netting as protection against erosion, when directed by Engineer, during temporary pauses in construction caused by inclement weather or other circumstances. Remove the material when construction resumes.

b) Facilitating plant growth: Use RECPs as erosion control blankets, at locations shown in the plans, to facilitate plant growth while permanent grassing is being established. For the purpose described, use non-toxic, biodegradable, natural or synthetic woven fiber mats. Install erosion control blankets capable of sustaining a maximum design velocity of 6.5 ft/sec as determined from tests performed by Utah State University, Texas Transportation Institute or an independent testing laboratory approved by the Department. Furnish to Engineer, two certified copies of manufacturers test reports showing that the erosion control blankets meet the requirements of this Specification. Certification must be attested, by a person having legal authority to bind the manufacturing company. Also, furnish two 4 by 8 inch samples for product identification. The manufacturers test records shall be made available to the Department upon request. Leave the material in place, as installed, to biodegrade.

5. Removal of Temporary Erosion Control Features: In general, remove or incorporate into the soil any temporary erosion control features existing at the time of construction of the permanent erosion control features in an area of the Project in such a manner that no detrimental effect will result. Engineer may direct that temporary features be left in place.

G. Maintenance of Erosion and Sediment Control Features.

1. General: Provide routine maintenance of permanent and temporary erosion and sediment control features, at no expense to the Department, until the Project is complete and accepted. If reconstruction of such erosion and sediment control features is necessary due to Contractor's negligence or carelessness or, in the case of temporary erosion and sediment control features, failure by the Contractor to install permanent erosion control features as scheduled, Contractor must replace such erosion control features at no expense to the Department. If reconstruction of permanent or temporary erosion and sediment control features is necessary due to factors beyond the control of Contractor, the Department will pay for replacement under the appropriate Contract pay item or items.

2. Inspect all erosion and sediment control features at least once every seven calendar days and within 24 hours of the end of a storm of 0.50 inches or greater. Maintain all erosion control features as required in the

SWPPP, Contractor's ECP, the E&SC Manual, and as specified in the State of Florida Department of Environmental Protection Generic Permit for Stormwater Discharge from Large and Small Construction Activities.

H. Protection During Suspension of Contract Time.

1. If it is necessary to suspend the construction operations for any appreciable length of time, shape the top of the earthwork in such a manner to permit runoff of rainwater, and construct earth berms along the top edges of embankments to intercept runoff water. Provide temporary slope drains to carry runoff from cuts and embankments that are in the vicinity of rivers, streams, canals, lakes, and impoundments. Locate slope drains at intervals of approximately 500 feet, and stabilize them by paving or by covering with waterproof materials. Should such preventive measures fail, immediately take such other action as necessary to effectively prevent erosion and siltation. Engineer may direct Contractor to perform, during such suspensions of operations, any other erosion and sediment control work deemed necessary.

I. Method of Measurement.

1. Direct Payment Provided:

   a. When separate items for temporary erosion control features are included in the Contract and have awarded Contract prices, the quantities to be paid for will be the:

      1) Area, in square yards, of Rolled Erosion Control Products.

      2) Length, in feet, of Runoff Control Structures, measured along the surface of the work constructed.

      3) Number of Sediment Containment Systems constructed and accepted.

      4) Number of Sediment Containment System Cleanouts accomplished and accepted.

      5) Length, in feet, of Sediment Barriers.

      6) Length, in feet, of Floating Turbidity Barrier.

      7) Length, in feet, of Staked Turbidity Barrier.

      8) Number of inlet protection systems.

   b. Upon acceptance by the Engineer, the quantity of floating turbidity barriers, sediment barriers, staked turbidity barriers, and inlet protection devices will be paid for regardless of whether materials are new, used, or relocated from a previous approved installation on the Project.

2. No Direct Payment Provided: Unless otherwise specified, when no item for direct payment of temporary erosion control features is provided by the Contract, the costs for performing all work and meeting the requirements of this Article will be included among the various scheduled items of the Contract.

J. Basis of Payment.

1. Prices and payments will be full compensation for all work specified in this Article, including construction and routine maintenance of temporary erosion control features.

2. Any additional costs resulting from compliance with the requirements of this Article, other than construction, routine maintenance, and removal of temporary erosion control features, will be included in the Contract unit prices for the item or items to which such costs are related.

3. Separate payment will not be made for the cost of constructing temporary earth berms along the edges of the roadways to prevent erosion during grading and subsequent operations. Contractor must include these costs in the Contract prices for earthwork items.

4. Additional temporary erosion control features constructed as directed by Engineer will be paid for as unforeseeable work.

5. In case of repeated failure on the part of Contractor to control erosion, pollution, or siltation, Engineer reserves the right to employ outside assistance or to use the Department's own forces to provide the necessary corrective measures. Any such costs incurred, including engineering costs, will be charged to Contractor and appropriate deductions made from the monthly progress estimate.

6. Payment will be made under:

   No item for direct payment of temporary erosion control features is provided by the Contract, the costs for performing all work and meeting the requirements of this Article will be included among the various scheduled items of the Contract.

105 CONTRACTOR QUALITY CONTROL GENERAL REQUIREMENTS (REV. 08-23-12)

A. General.

1. Submit to Engineer a Contractor's Quality Control Plan (CQCP) meeting the requirements stipulated in this Article and that addresses the transportation, storage, placement, sampling, inspection of Contract materials and related construction operations; and to ensure that all work and material incorporated into the Project meet the requirements of the Contract Documents.

2. Comply with all personnel qualification requirements stipulated in this Article and elsewhere in the Contract Documents.

B. Guidelines for Development of the CQCP

1. Use the following guidelines for developing the CQCP and include other additional items as necessary.

   a. General. Provide detailed policies, methods and procedures to ensure the specified quality of all applicable materials and related production and field operations.

b. Process control testing. List the material to be tested by pay item, tests to be conducted, the location of sampling, and the frequency of testing.

c. Inspection/control procedures. Address each of the following subjects in each phase of construction:

1) Preparatory phase.

a) Review all Contract requirements.

b) Ensure compliance of component material to the Contract requirements.

c) Coordinate all submittals including certifications.

d) Ensure capability of equipment and personnel to comply with the Contract requirements.

e) Ensure preliminary testing is accomplished.

f) Coordinate surveying and staking of the work.

2) Start-up phase.

a) Review the Contract requirements with personnel performing the work.

b) Inspect start-up of work.

c) Establish standards of workmanship.

d) Provide training as necessary.

e) Establish detailed testing schedule based on the production schedule.

3) Production phase.

a) Conduct intermittent or continuous inspection during construction to identify and correct deficiencies.

b) Inspect completed work before requesting Engineer inspection acceptance.

c) Provide feedback and system changes to prevent repeated deficiencies.

d. Description of records. List the records to be maintained.

e. Personnel qualifications.

1) Identify the primary contact that will communicate with the Department. Identify roles and responsibilities of the personnel involved in the Quality Control (QC) process. Document the name, authority, relevant experience, and qualifications of person with overall responsibility for the inspection system.

2) Document the names, authority, and relevant experience of all personnel directly responsible for inspection and testing.

3) Submit the Training Identification Numbers (TINs) or any other information which will be traceable to the certification agency's training location and dates for all technicians performing sampling, testing and inspection for both field and laboratory tests. Provide the names of the Florida Department of Transportation's Construction Training and Qualification Program (CTQP) certifications and other pertinent certifications held and the expiration dates for each certification for each technician. Include employed and subcontracted technicians.

f. Subcontractors.

1) Include the work of all subcontractors.

2) If a subcontractor is to perform work subject to the requirements of this Article, detail how that subcontractor will interface with Contractor's and other subcontractor's organizations.

g. Raw Materials:

1) Source: Identify the sources of raw materials. Provide locations and plant or mine numbers when applicable. Include the mailing address, physical address including county of the plant, telephone and fax numbers, E-mail address, primary contact at the plant, responsible person in charge, facility number provided by the FDOT, Owner information and Vendor Number and other information as required.

2) Certification: Describe methods of verifying compliance of certification with the Specifications.

3) Disposition of Failing Materials: Describe the system for controlling non-conforming materials, including procedures for identification, isolation and disposition.

4) Storage Facilities for Raw Materials: Describe measures and methods, including bedding details, for preventing segregation, contamination and degradation.

5) Describe methods of identifying individual materials. Where applicable, submit a site plan showing the locations of various materials.

h. Production Equipment: Describe calibration frequencies, maintenance schedule and procedures for production equipment.

i. Other Requirements:

1) Copy of Certification: Attach certifications issued by the plant/Contractor for the products approved by the FDOT that will be used in the Project.

2) Statement of Compliance: Include a statement of compliance with all quality requirements set forth by the Department in the Contract Documents.

3) Information on Producers with Accepted FDOT Quality Control Programs: All producers of materials listed herein in Subarticle 105-G.1 must have FDOT accepted QC Programs and be listed on the FDOT's List of Producers with Accepted QC Programs. Identify the Producers of materials for the Project and include the FDOT's Facility Id number as part of the identification.

4) Describing Documentation Procedure: Identify location of document storage to enable Department review. Include QC charts, qualification/accreditation records, inspection reports, and other pertinent/supporting documents for an approved CQCP.

j. Final Manufactured Product - Plant Operations: Describe inspection schedule and methods for identifying defects and non-compliance with the specifications. Describe corrective actions and methods to resolve them.

1) Storage: When storage of the produced materials is required and it is not defined in the Contract Documents, describe the methods and duration for storage. Include measures and methods for preventing segregation, contamination and degradation during storage.

2) Disposition of Failing Materials: When not described in the specifications, describe the methods and measures for identifying and controlling the failing materials. Include preventive and corrective measures. Describe disposition of failing materials.

k. Final Manufactured Product - Field Operations:

1) Transportation: Describe the method of delivery from the point of production/storage to the point of placement.

2) Storage: When storage of the produced materials is required and it is not defined in the Contract Documents, describe the methods and duration for storage. Include measures and methods for preventing segregation, contamination and degradation during storage.

3) Placement: Describe the methods and identify the type of equipment used in incorporation of the materials into the project.

4) Disposition of Failing Materials: When not described in the specifications, describe the methods and measures for identifying and controlling the failing materials. Include preventive and corrective measures. Describe disposition of failing materials.

C. Quality Control Plan Submittal.

1. Submit the CQCP to Engineer for approval within 21 days after the Contract Award or at the Preconstruction Conference, whichever is sooner. Do not incorporate materials into the Project or begin any work subject to the CQCP prior to Engineer's acceptance of the CQCP.

2. Modifications or additions may be required to any part of the CQCP that is not adequately covered. Acceptance of the CQCP will be based on the inclusion of the required information. Acceptance does not imply any warranty by the County that the CQCP will result in consistent contract compliance. It remains the responsibility of Contractor to demonstrate such compliance.

3. If at any time Contractor is not in compliance with the approved CQCP, or a part thereof, affected portions of the CQCP will be disapproved. Cease work in the affected operation(s) and submit a revision to Engineer. If the CQCP, or a part thereof, must be revised, submit the revision to Engineer. Engineer will review the revision and respond within seven calendar days of receipt.

4. Continue to work on operations that are still in compliance with the approved sections of the CQCP.

5. As work progresses, submit to Engineer for acceptance supplementary documentation to the CQCP whenever quality control or quality control personnel changes are necessary.

D. Quality Control Documentation.

1. Maintain complete testing and inspection records by pay item number and make them accessible to Engineer. When or where required, submit the record and certification within one working day of the work being performed. If the record is incomplete, in error, or otherwise misleading, a copy of the record will be returned with corrections noted. When chronic errors or omissions occur, correct the procedures by which the records are produced.

2. Submission of Materials Certification and Reporting Test Results: Provide certifications prior to placement of materials. Report test results at completion of the test and meet the requirements of the applicable Specifications.

3. Worksheets: Make available to the Department, when requested, worksheets used for collecting test information. Ensure the worksheets at a minimum contain the following:

a. Project Identification Number,
b. Time and Date,
c. Laboratory Identification and Name,
d. Training Identification Numbers (TIN) and initials,
e. Record details as specified within the test method.

4. Inspections to Assure Compliance with Acceptance Criteria.

a. General: The Department is not obligated to make an inspection of materials at the source of supply, manufacture, or fabrication.

b. Quality Control Inspection: Provide all necessary inspection to assure effective Quality Control of the operations related to materials acceptance. This includes but is not limited to sampling and testing, production, storage, delivery, construction and placement. Ensure that the equipment used in the production and testing of the materials provides accurate and precise measurements in accordance with the applicable Specifications. Maintain a record of all inspections, including but not limited to, date of inspection, results of inspection, and any subsequent corrective actions taken. Make available to the Department the inspection records, when requested.

c. Notification of Placing Order:

1) Order materials sufficiently in advance of their incorporation in the work to allow time for sampling, testing and inspection. Notify Engineer, prior to placing orders for materials.

2) Submit to Engineer a fabrication schedule for all items requiring commercial inspection, before or at the preconstruction meeting. These items include, but are not limited to steel bridge components, overhead cantilevered sign supports with cantilevered arms exceeding 41 feet, moveable bridge components or any other item identified as

an item requiring commercial inspection in the Contract Documents.

3) Notify Engineer at least 30 days before beginning any production and include a production schedule.

E. Contractor Certification of Compliance.

1. Provide Engineer with a notarized monthly certification of compliance with the requirements of this Article, to accompany each progress estimate, on a form acceptable by Engineer. The Department may not authorize payment of any progress estimate not accompanied by an executed certification document.

2. Final payment will not be made until a final notarized certification summarizing all QC exceptions has been submitted.

F. Personnel Qualifications.

1. General:

a. Provide qualified personnel for sampling, testing and inspection of materials and construction activities. Ensure that qualifications are maintained during the course of sampling, testing and inspection.

b. Construction operations that require a qualified technician must not begin until Engineer verifies that the technician is on the FDOT CTQP list of qualified technicians.

2. QC Manager:

a. Designate a QC Manager who has full authority to act as Contractor's agent to institute any and all actions necessary for the successful implementation of the CQCP. The QC Manager must speak and understand English. The QC Manager must be on-site at the Project on a daily basis or always available upon four hours notice to administer the CQCP. This includes administering, implementing, monitoring, and as necessary, adjusting the processes to ensure compliance with the Contract Documents. Ensure that the QC Manager is qualified as such through the FDOT CTQP.

b. Under the direction of the QC Manager, and using standard forms approved by Engineer, summarize the daily QC activities including testing and material sampling. Since erasures are strictly prohibited on all reports and forms, use blue or colored ink. Do not use black ink. If manual corrections to original data are necessary, strike through, correct, and date the entry, including the initials of the person making the correction. Make copies of the completed forms available for the Department to review daily unless otherwise required in the specifications. Maintain all QC related reports and documentation for a period of three years from final acceptance of the Project. Make copies available for review by the Department upon request.

3. Worksite Traffic Supervisor:

a. Provide a Worksite Traffic Supervisor who is responsible for initiating, installing, and maintaining all traffic control devices as described in Article 102 (Maintenance of Traffic) and in the Contract Documents. Ensure that the Worksite Traffic Supervisor is certified in the advanced training category by a FDOT approved training Provider. Approved Providers will be posted on the FDOT's website at the following URL address:

1) http://www.dot.state.fl.us/rddesign/MOT/MOT.shtm

b. Use approved alternate Worksite Traffic Supervisors when necessary.

4. Flagger: Provide trained flaggers to direct traffic where one-way operation in a single lane is in effect and in other situations as required. The Worksite Traffic Supervisor or others as approved by the Department will provide training for flaggers.

5. Earthwork Quality Control Personnel:

a. Earthwork Level I: Ensure the technician who samples soil and earthwork materials from the roadway project, takes earthwork moisture and density readings, and records those data in the Density Log Book holds a CTQP Earthwork Construction Inspection Level I qualification.

b. Earthwork Level II: Ensure the technician responsible for determining the disposition of soil and earthwork materials on the roadway, and for interpreting and meeting Contract Document requirements holds a CTQP Earthwork Construction Inspection Level II qualification.

6. Asphalt Quality Control Personnel:

a. Plant Technicians: For asphalt plant operations, provide a QC technician, qualified as a CTQP Asphalt Plant Level II technician, available at the asphalt plant at all times when producing mix for the Department. Perform all asphalt plant related testing with a CTQP Asphalt Plant Level I technician. As an exception, measurements of temperature may be performed by someone under the supervision of a CTQP Plant Level II technician.

b. Paving Technicians: For paving operations (with the exception of miscellaneous or temporary asphalt), keep a qualified CTQP Asphalt Paving Level II technician on the roadway at all times when placing asphalt mix for the Department, and perform all testing with a CTQP Asphalt Paving Level I technician. As an exception, measurements of cross-slope, temperature, and yield (spread rate) can be performed by someone under the supervision of a CTQP Paving Level II technician at the roadway.

c. Mix Designer: Ensure all mix designs are developed by individuals who are CTQP qualified as an Asphalt Hot Mix Designer.

d. Documentation: Document all QC procedures, inspection, and all test results and make them available for review by Engineer throughout the life of the Contract. Identify in the asphalt producer's Quality Control Plan the Quality Control Manager(s) and/or Asphalt Plant Level II technician(s) responsible for the decision to resume production after a quality control failure.

7. Concrete QC Personnel:

a. Concrete Field Technician - Level I: Ensure technicians performing plastic property testing on concrete for materials acceptance are qualified CTQP Concrete Field Technicians Level I. Plastic property testing will include but not be limited to slump, temperature, air content, water-to-cementitious materials ratio calculation, and making and curing concrete cylinders. Duties will include initial sampling and testing to confirm specification compliance prior to beginning concrete placements, ensuring timely placement of initial cure and providing for the transport of compressive strength samples to the designated laboratories.

b. Concrete Field Inspector - Level II: Ensure field inspectors responsible for the quality of concrete being placed on major bridge projects are qualified CTQP Concrete Field Inspectors Level II. A Level II Inspector must be present on the jobsite during all concrete placements. Prior to the placement of concrete, the inspector will inspect the element to be cast to ensure compliance with Contract Documents. A Level II Inspector's duties may include ensuring that concrete testing, inspection, and curing in the field are performed in accordance with the Contract Documents. The QC Inspector will inform the Verification Inspector of anticipated concrete placements and LOT sizes.

c. Concrete Laboratory Technician:

1) Concrete Laboratory Technician - Level I: Ensure technicians testing cylinders and recording concrete strength for material acceptance are qualified CTQP Concrete Laboratory Technicians Level I. Duties include final curing, compressive strength testing, and the recording/reporting of all test data.

2) Concrete Laboratory Technician – Level II: Ensure that laboratories providing hardened property test results to the Department are under the supervision of a CTQP Concrete Laboratory Technician - Level II. This person is responsible to ensure that the tests are performed in accordance with Standard Test Methods, project specifications and other contract documents.

8. Supervisory Personnel – Post-Tensioned and Movable Bridge Structures:

a. General: Provide supervisory personnel meeting the qualification requirements only for the post-tensioned and movable bridge types detailed in this Article. Submit qualifications to Engineer at the pre-construction conference. Do not begin construction until the qualifications of supervisory personnel have been approved by Engineer.

b. Proof of License or Certification:

1) Submit a copy of the Professional Engineer license current and in force issued by the state in which registration is held. The license must be for the field of engineering that the construction work involves such as Civil, Electrical or Mechanical. Under certain circumstances Florida registration may be required.

2) Submit a copy of the license issued by the State of Florida for tradesmen that require a license indicating that the license is in force and is current. Submit a copy of the certification issued by the Instrumentation, Systems and Automation Society of America for each Certified Control Systems Technician.

c. Experience Record: Submit the following information for supervisory personnel to substantiate their experience record. The supervisor (project engineer, superintendent/manager or foreman) seeking approval must provide a notarized certification statement attesting to the completeness and accuracy of the information submitted. Provide the following experience information for each individual seeking approval as a supervisor:

1) Project owner's name and telephone number of an owner's representative, project identification number, state, city, county, highway number and feature intersected.

2) Provide a detailed description of each bridge construction experience, and the level of supervisory authority during that experience. Report the duration in weeks, as well as begin and end dates, for each experience period.

3) Provide the name, address and telephone number of an individual that can verify that the experience being reported is accurate. This individual should have been an immediate supervisor unless the supervisor cannot be contacted in which case another individual with direct knowledge of the experience is acceptable.

d. Concrete Post-Tensioned Segmental Box Girder Construction: Ensure the individuals filling the following positions meet the minimum requirements as follows:

1) Project Engineer-New Construction: Ensure the Project Engineer is a registered Professional Engineer with five years of bridge construction experience. Ensure a minimum of three years of experience is in Segmental Box Girder Construction Engineering and includes a minimum of one year in segmental casting yard operations and related surveying, one year in segment erection and related surveying, including post-tensioning and grouting of longitudinal tendons and a minimum of one year as the Project Engineer in responsible charge of Segmental Box Girder Construction Engineering. Ensure this individual is present at the site of construction, at all times while segmental box girder construction or segment erection is in progress.

2) Project Engineer-Repair and Rehabilitation: Ensure the Project Engineer is a registered Professional Engineer with five years of bridge construction experience. Ensure a minimum of three years of experience is in Segmental Box Girder Construction Engineering and includes one year of post-tensioning and grouting of longitudinal tendons and a minimum of one year as the Project Engineer in responsible charge of Segmental Box

Girder rehabilitation engineering or Segmental Box Girder new construction engineering.

3) Project Superintendent/Manager - New Construction:

   a) Ensure the Project Superintendent/Manager has a minimum of ten years of bridge construction experience or is a registered Professional Engineer with five years of bridge construction experience. Ensure that a minimum of three years of experience is in Segmental Box Girder construction operations and includes a minimum of one year in the casting yard operations and related surveying, one year in segment erection and related surveying including post-tensioning and grouting of longitudinal tendons and a minimum of one year as the Project

   b) Superintendent/Manager in responsible charge of Segmental Box Girder construction operations. Ensure this individual is present at the site of construction, at all times while segmental box girder construction or segment erection is in progress.

4) Project Superintendent/Manager-Repair and Rehabilitation: Ensure the Project Superintendent/Manager has a minimum of five years of bridge construction experience or is a registered Professional Engineer with three years of bridge construction experience. Ensure that a minimum of two years of experience is in Segmental Box Girder construction operations and includes a minimum of one year experience performing post-tensioning and grouting of longitudinal tendons and a minimum of one year as the Project Superintendent/Manager in responsible charge of Segmental Box Girder rehabilitation operations or Segmental Box Girder new construction operations.

5) Foreman-New Construction: Ensure that the Foreman has a minimum of five years of bridge construction experience with two years of experience in Segmental Box Girder Operations and a minimum of one year as the foreman in responsible charge of Segmental Box Girder new construction Operations. Ensure this individual is present at the site of construction, at all times while segmental box girder construction or segment erection is in progress.

6) Foreman-Repair and Rehabilitation: Ensure the Foremen has a minimum of five years of bridge construction experience with two years of experience in Segmental Box Girder Operations and a minimum of one year as the foreman in responsible charge of Segmental Box Girder rehabilitation operations or Segmental Box Girder new construction operations.

7) Geometry Control Engineer/Manager:

   a) Ensure that the Geometry Control Engineer/Manager for construction of cast-in-place box segments is a registered Professional Engineer with one year of experience, a non-registered Engineer with three years of experience or a Registered Professional Land Surveyor with three years of experience in geometry control for casting and erection of cast-in-place box segments. Credit for experience in cast-in-place box girder geometry control will be given for experience in precast box girder geometry control but not vice versa.

   b) Ensure that the Geometry Control Engineer/Manager for precast box segments is a registered Professional Engineer with one year of experience or non-registered with three years of experience in casting yard geometry control of concrete box segments.

   c) The Geometry Control Engineer/Manager must be responsible for and experienced at implementing the method for establishing and maintaining geometry control for segment casting yard operations and segment erection operations and must be experienced with the use of computer programs for monitoring and adjusting theoretical segment casting curves and geometry. This individual must be experienced at establishing procedures for assuring accurate segment form setup, post-tensioning duct and rebar alignment and effective concrete placement and curing operations as well as for verifying that casting and erection field survey data has been properly gathered and recorded. Ensure this individual is present at the site of construction, at all times while cast-in-place segmental box girder construction is in progress or until casting yard operations and segment erection is complete.

8) Surveyor: Ensure that the Surveyor in charge of geometry control surveying for box segment casting and/or box segment erection has a minimum of one year of bridge construction surveying experience. Ensure this individual is present at the site of construction, at all times while segmental box girder construction or segment erection is in progress.

e. Movable Bridge Construction: Ensure the individual filling the following positions meet the minimum requirements as follows:

   1) Electrical Journeyman: Ensure the Electrical Journeyman holds, an active journeyman electrician's license and has at least five years experience in industrial electrical work, or is a Certified Control Systems Technician. A Certified Control Systems Technician will not be permitted to perform electrical power work including, but not limited to, conduit and wire-way installation or power conductor connection. Ensure the electrical journeyman has successfully completed the installation of one similar movable bridge electrical system during the last three years.

   2) Control Systems Engineer and Mechanical Systems Engineer: Ensure the Control Systems Engineer and Mechanical Systems Engineer are both registered Professional Engineers with a minimum of 10 years supervisory experience each in movable bridge construction. Ensure the

engineers have working knowledge of the movable bridge leaf motion control techniques, mechanical equipment and arrangements specified for this project. Ensure that each Engineer has been in responsible control of the design and implementation of at least three movable bridge electrical control and machinery systems within the past 10 years of which, at least one of the three bridges was within the last three years. Ensure that a minimum of one of the three bridge designs incorporated the same type of leaf motion control and machinery systems specified for this project.

f. Concrete Post-Tensioned Other Than Segmental Box Girder Construction: Ensure the individual filling the following positions meet the minimum requirements as follows:

1) Project Engineer: Ensure the Project Engineer is a registered Professional Engineer with five years of bridge construction experience. Ensure that a minimum of three years of experience is in concrete post-tensioned construction. Ensure that the three years of experience includes experience in girder erection, safe use of cranes, stabilization of girders; design of false work for temporary girder support, post-tensioning and grouting operations, and a minimum of one year as the Project Engineer in responsible charge of post-tensioning related engineering responsibilities.

2) Project Superintendent/Manager: Ensure the Project Superintendent/Manager has a minimum of ten years of bridge construction experience or is a registered Professional Engineer with five years of bridge construction experience and has a minimum of three years of supervisory experience in girder erection, safe use of cranes, stabilization of girders; design of falsework for temporary girder support post-tensioning, grouting operations and a minimum of one year as the Project Superintendent/Manager in responsible charge of post-tensioning related operations.

3) Foreman: Ensure the Foremen has a minimum of five years of bridge construction experience with two years of experience in post-tensioning related operations and a minimum of one year as the foreman in responsible charge of post-tensioning related operations.

g. Post-Tensioning (PT) and Grouting Personnel Qualifications: Perform all stressing and grouting operations in the presence of Engineer and with personnel meeting the qualifications of this article. Coordinate and schedule all PT and grouting activities to facilitate inspection by Engineer.

1) Post-Tensioning: Perform all PT field operations under the direct supervision of a Level II CTQP Qualified PT Technician who must be present at the site of the post-tensioning work during the entire duration of the operation. For the superstructures of bridges having concrete post-tensioned box or I girder construction, provide at least two CTQP qualified PT technicians, Level I or II, on the work crew. The supervisor of the work crew, who must be a Level II CTQP Qualified PT Technician, may also be a work crew member, in which case, the supervisor shall count as one of the two CTQP qualified work crew members. For PT operations other than the superstructures of post-tensioned box or I girder construction, perform all PT operations under the direct supervision of a Level II CTQP Qualified PT Technician who must be present at the site of the PT work during the entire duration of the operation. Work crew members are not required to be CTQP qualified.

2) Grouting:

a) Perform all grouting field operations under the direct supervision of a Level II CTQP Qualified Grouting Technician who must be present at the site of the grouting work during the entire duration of the operation. For the superstructures of bridges having concrete post-tensioned box or I girder construction, provide at least two CTQP qualified grouting technicians, Level I or II, on the work crew. The supervisor of the work crew, who must be a Level II CTQP Qualified Grouting Technician, may also be a work crew member, in which case, the supervisor shall count as one of two CTQP qualified work crew members.

b) For grouting operations other than the superstructures of post-tensioned box or I girder construction, perform all grouting operations under the direct supervision of a Level II CTQP Qualified Grouting Technician who must be present at the site of the grouting work during the entire duration of the operation. Work crew members are not required to be CTQP qualified.

c) Perform all vacuum grouting operations under the direct supervision of a crew foreman who has been trained and has experience in the use of vacuum grouting equipment and procedures. Submit the crew foreman's training and experience records to Engineer prior to performing any vacuum grouting operation.

h. Failure to Comply with Bridge Qualification Requirements:

1) Make an immediate effort to reestablish compliance. If an immediate effort is not put forth as determined by Engineer, payment for the bridge construction operations requiring supervisors to be qualified under this Specification will be withheld up to 60 days. Cease all bridge construction and related activities (casting yard, etc.) if compliance is not met within 60 days, regardless of how much effort is put forth. Resume bridge construction operations only after written approval from Engineer stating that compliance is reestablished.

9. Prestressed Concrete Plant Quality Control Personnel:

a. Ensure each prestressed concrete plant has an onsite production manager, an onsite Plant Quality Control Manager, a Plant engineer, and adequate onsite QC inspectors/technicians to provide complete QC inspections and testing.

b. Ensure the Plant Manager for QC has at least five years of related experience and a current PCI QC

personnel Level III certification and a certificate of completion of FDOT Section 450 Specification examination. Ensure that the QC inspector/technician has current PCI QC Technician/Inspector Level II certification and a certificate of completion of FDOT Section 450 Specification examination.

c. Ensure that the batch plant operators of the ready mixed concrete batch plants meet the requirements of Section 9.2 of the FDOT Materials Manual. Ensure that the batch plant operators of the onsite centrally mixed concrete plants meet the training requirements of Subarticle 105-F.11.b.4) b) below.

10. Signal Installation Inspector:

a. Provide an inspector trained and certified by the International Municipal Signal Association (IMSA) as a Traffic Signal Inspector to perform all signal installation inspections. Use only Department approved signal inspection report forms during the signal inspection activities.

b. Ensure all equipment, materials, and hardware is in compliance with Department Specifications and verify that all equipment requiring certification is listed on the DTPW Traffic Signals And Signs Qualified Products List (TSSQPL) http://www.miamidade.gov/qpl/.

c. Provide the completed signal inspection report form(s), certified by the IMSA Traffic Signal Inspector to Engineer. Sample forms are available at the FDOT webpage address: http://www.dot.state.fl.us/trafficoperations

11. Pipe and Precast Concrete Products Manufacturing Facilities Quality Control Personnel:

a. General: Obtain personnel certifications from FDOT accredited training providers. The list of FDOT approved courses and their accredited providers is available on the State Materials Office website.

b. Precast Concrete Drainage Structures, Precast Concrete Box Culvert, Precast Concrete Pipe, Incidental Precast Concrete, and Flexible Pipe Manufacturing Facilities Quality Control Personnel:

1) Level I Quality Control Inspectors: Ensure that the Level I Inspectors have completed a minimum of a 12-hour, Department approved, Level I QC Inspector training course in the respective work area. As an exception to this, ensure Flexible Pipe Level I QC Inspectors have completed a minimum of an 8-hour, Department approved, Level I QC Flexible Pipe Inspector training course. For Incidental Precast Concrete, as an alternative to the completion of the 12-hour training course, the Department will accept QC personnel meeting the requirements of Subarticle 105-F.11.b.4)a) below and CTQP Concrete Field Technician level I certification or Precast/Prestressed Concrete Institute (PCI) Quality Control Technician/Inspector Level II certification.

2) Level II Quality Control Inspectors: Ensure that Level II Inspectors have completed FDOT approved Level I QC Inspector training and a minimum of a 5-hour, FDOT approved, Level II QC Inspector training course in the respective work areas. For Incidental Precast Concrete, as an alternative to the completion of the 5-hour training course, the Department will accept CTQP Concrete Field Technician Level II or PCI Quality Control Level III certifications.

3) Plant Quality Control Manager: Ensure that QC Manager has completed FDOT approved Level II QC Inspector training and has a minimum of 2 years construction related experience in the specific work area.

4) Additional Requirements for Quality Control Personnel of Precast Concrete Drainage, Precast Concrete Box Culvert, and Incidental Precast Concrete Manufacturing Facilities:

a) Testing Personnel: Ensure the personnel performing plastic property tests have ACI Concrete Field Testing Technician-Grade I certification. Ensure the personnel performing laboratory compressive strength testing have ACI Concrete Laboratory Testing Technician-Grade 1 certification or ACI Concrete Strength Testing Technician certification.

b) Batch Plant Operator: Ensure the concrete batch plant operator is qualified as a CTQP Concrete Batch Plant Operator. As an alternative to CTQP qualification, the Department will accept the completion of a minimum of a 6-hour, FDOT approved, Batch Plant Operator training course.

12. Structural Steel and Miscellaneous Metals Fabrication Facility Quality Control Personnel:

a. Ensure each fabrication facility has an onsite production manager, an onsite facility manager for QC, a plant engineer, and on site QC inspectors/technicians to provide complete QC inspections and testing.

b. Ensure that the Facility Manager for QC and QC inspectors/technicians meet the certification requirements set forth in the latest version of AASHTO/NSBA Steel Bridge Collaboration S 4.1, Steel Bridge Fabrication QC/QA Guide Specification, including the years of experience required in Table 105-1 below. The Facility Manager for QC must meet the requirements of Table 105-1 for every Structural Steel Member Type produced by a plant with QC being managed by the Facility Manager for QC. The Facility Manager for QC will report directly to the plant manager or plant engineer and must not be the plant production manager nor report to or be the subordinate of the plant production manager. QC inspectors/technicians must be the employees of, and must report directly to the Facility Manager for QC.

TABLE 105-1
Experience Requirements for QC Inspectors/Technicians And Facility Manager for Quality Control

Structural Steel Member Type	Minimum Years of Experience Required	
	QC Inspector/Technician	Facility Manager for QC
Rolled beam	1 year	3 years

bridges		
Welded plate girders (I sections, box sections, etc.)	2 years	4 years
Complex structures, such as trusses, arches, cable stayed bridges, and moveable bridges	3 years	5 years
Fracture critical (FC) members	3 years	5 years

G. FDOT Quality Control Program.

1. Producers for the following materials must have an accepted FDOT Quality Control Program during the production of materials to be used on Department projects and be currently listed in the FDOT Materials/Producer Listings and must meet and maintain the approved FDOT Quality Control Program requirements at all times while producing materials that will be incorporated into the Project (http://www.dot.state.fl.us/statematerialsoffice/quality/programs/qualitycontrol/materialslistings/postjuly2002.shtm):

   a. Aggregate
   b. Asphalt Mix
   c. Cementitious Material
   d. Drainage Products
   e. Earthwork
   f. Galvanize Metal Products
   g. Portland Cement Concrete (Structural)
   h. Prestress/Precast Concrete Products
   i. Steel and Miscellaneous Metal
   j. Timber

2. When accreditation or certification is required, make supporting documents from the two previous inspections performed by the accrediting or certifying agency available to the Department upon request.

3. Prestressed Concrete Quality Control Program: Ensure that prestressed concrete plants participating in the FDOT's Acceptance Program are qualified. Obtaining qualification requires a current certification from a FDOT approved precast prestressed concrete plant certification agency and a FDOT approved Quality Control Plan. The list of FDOT approved certification agencies is available on the website of the FDOT State Materials Office.

4. Steel and Miscellaneous Metals Quality Control Program:

   a. Ensure that the fabricators of Steel and miscellaneous metal products participating in the FDOT's Quality Control Acceptance Program are qualified. Obtaining qualification requires an accepted FDOT Quality Control Plan. A current American Institute for Steel Construction (AISC) certification is a requirement for the Quality Control Acceptance Program of the steel and miscellaneous metal fabricators, provided that AISC certification program is available for the category of the fabrication products.

   b. Steel and Miscellaneous Metal products, including aluminum, are defined as the metal components of bridges, including pedestrian and moveable bridges, overhead and cantilevered sign supports, ladders and platforms, bearings, end wall grates, roadway gratings, drainage items, expansion joints, roadway decking, shear connectors, handrails, galvanized products, fencing, guardrail, light poles, high mast light poles, standard mast arm assemblies and Monotube assemblies, stay in-place forms, casing pipe, strain poles, fasteners, connectors and other hardware.

110 CLEARING AND GRUBBING (REV. 05-16-11)

A. General.

1. Perform all Clearing and Grubbing required by the Contract Documents or necessary to prepare the Project site for the proposed construction.

2. Remove and dispose of all structures, material, product and debris not required to be salvaged or not required to complete the construction.

3. Trim trees and shrubs within the Project right-of-way that are required by the Contract Documents or necessary for the construction of the Project.

4. Perform the work and meet all the requirements for the miscellaneous operations described in Subarticle B.6 herein.

5. Protect and do not displace structures which are to remain in place.

B. Clearing and Grubbing:

1. Standard Clearing and Grubbing.

   a. Perform Standard Clearing and Grubbing within:

      1) Right-of-way of the roadway to be constructed.

      2) All Project areas, whether or not shown in the Plans, that require Clearing and Grubbing including:

         a) Areas where excavation is to be done.
         b) Areas where roadway embankments will be constructed.
         c) Areas where structures will be constructed or installed.

   b. Work includes complete removal and disposal of:

      1) All buildings, structures, appurtenances, existing pavement, trees, plants, vegetation, timber, brush, stumps, roots, rubbish, debris, and all other obstructions resting on or protruding through the surface of the existing ground and the surface of excavated areas.

2) All other structures and obstructions necessary to be removed and for which other items of the Contract do not specify the removal thereof.

3) Any boulders encountered in the roadway excavation or found on the surface of the ground unless otherwise permitted by the Contract Documents

c. Depths of Removal of Roots, Stumps, and Other Debris:

1) Completely remove and dispose of all stumps found within the roadway right-of-way.

2) Remove roots and other debris from all excavated material to be used in the construction of roadway embankment.

3) In all areas where excavation is to be performed or roadway embankments are to be constructed, plow the surface to a depth of at least 6 inches, and remove roots and other debris to a depth of 12 inches below the ground surface.

4) Remove all roots and other debris protruding through or appearing on the surface of the completed excavation within the roadway area and for structures, to a depth of at least 12 inches below the finished excavation surface.

5) In borrow pits, material pits, and lateral ditches, remove or cut off all stumps, roots, etc. below the surface of the completed excavation. Do not perform any clearing or grubbing within 3 feet inside the right-of-way line in borrow and material pits.

6) Within all other areas where Standard Clearing and Grubbing is to be performed, remove roots and other debris projecting through or appearing on the surface of the original ground to a depth of 12 inches below the surface, but do not plow or harrow these areas.

d. Trees to Remain:

1) As an exception to the above provisions, where so directed by the Engineer, trim, protect, and leave standing desirable trees within the Project area.

2) Trim branches of trees extending over the area occupied by the roadway as directed, to give a clear height of 16 feet above the roadway.

2. Selective Clearing and Grubbing.

a. Perform Selective Clearing and Grubbing only in areas so designated in the Plans or where directed by the Engineer.

b. Completely remove and dispose of stumps and remove and dispose of all vegetation, obstructions, etc., as required for Standard Clearing and Grubbing except that, where so elected, the Contractor may cut roots flush with the ground surface.

c. Entirely remove undergrowth except in specific areas designated by the Engineer to remain for aesthetic purposes.

d. Trim, protect, and leave standing desirable trees, with the exception of such trees as the Engineer may designate to be removed in order to facilitate right-of-way maintenance. Remove undesirable or damaged trees as so designated by the Engineer.

3. Removal of Buildings.

a. Completely remove all parts of the buildings, including utilities, plumbing, foundations, floors, basements, steps, connecting concrete sidewalks or other pavement, septic tanks, and any other appurtenances, by any practical manner which is not detrimental to other property and improvements. Remove utilities to the point of connection to the utility authority's cut-in.

b. After removing the sewer connections to the point of cut-in, construct a concrete plug at the cut-in point, as directed by the Engineer, except where the utility owners may elect to perform their own plugging. Contact the appropriate utility companies prior to removal of any part of the building to ensure disconnection of services.

c. Removal by Others: Where buildings within the area to be cleared and grubbed are so specified to be removed by others, remove and dispose of any foundations, curtain walls, concrete floors, basements or other foundation parts which might be left in place after such removal of buildings by others.

4. Removal of Existing Structures.

a. Structures to be removed include:

1) Structures, or portions of structures, shown in the Plans to be removed;

2) Structures, or portions of structures, found within the areas requiring Clearing and Grubbing, and directed by the Engineer to be removed;

3) Structures, or portion of structures, which are necessary to be removed in order to construct new structures; and

4) All other appurtenances or obstructions which may be designated in the Contract Documents as to be included for removal under this Article.

b. Removal Requirements:

1) General:

a) Remove and dispose of all materials from existing structures required to be removed.

b) Remove the structures in a neat manner so as to leave no obstructions to any proposed new structures, construction, or to any waterways.

c) Pull, cut off, or break off pilings to the requirements of the permit or other Contract Documents, whichever requires the deepest removal, but not less than 2 feet below the finish ground line.

d) If Plans indicate channel excavation to be done by others, consider the finish ground line as the limits of such excavation.

e) For materials which are to remain the property of the Department or are to be salvaged for use in temporary structures, avoid damage to such materials, and entirely remove all bolts, nails, etc. from timbers to be so salvaged.

f) Mark structural steel members for identification as directed.

2) Removal of Steel Members With Hazardous Coatings:

a) Provide to the Engineer for approval, a copy of the "Contractor's Lead in Construction Compliance Program" from the firm actually removing and disposing of these steel members before any members are disturbed.

b) Vacuum power tool clean any coated steel member to bare metal as defined by SSPC-SP11 a minimum of 4 inches either side of any area to be heated (torch cutting, sawing, grinding, etc.) in accordance with 29 CFR 1926.354. Abrasive blasting is prohibited.

c) Provide air supplied respirators in accordance with 29 CFR 1926.62 and 29 CFR 1910.134.

c. Partial Removal of Bridges:

1) For all demolition methods, submit for review and approval of the Engineer, a demolition plan that describes the method of removal, equipment to be used, types of rebar splices or couplers, and method of straightening or cutting rebars. In addition, for hydro-demolition, describe the method for control of water or slurry runoff and measures for safe containment of concrete fragments that are thrown out by the hydro-demolition machine.

2) Where concrete is to be removed to neat lines, use concrete saws or hydro-demolition methods capable of providing a reasonably uniform cleavage face. If the equipment used will not provide a uniform cut without surface spalling, first score the outlines of the work with small trenches or grooves.

3) On concrete bridges to be partially removed and widened, remove concrete by manually or mechanically operated pavement breakers, by concrete saws, by chipping hammers, or by hydro-demolition methods. Do not use explosives.

d. Authority of U.S. Coast Guard: For structures in navigable waters, when constructing the project under authority of a U.S. Coast Guard permit, the U.S. Coast Guard may inspect and approve the work to remove any existing structures involved therein, prior to acceptance by the Department.

e. Asbestos Containing Materials (ACM) Not Identified Prior to the Work:

1) When encountering or exposing any condition indicating the presence of asbestos, cease operations immediately in the vicinity and notify the Engineer.

2) Make every effort to minimize the disturbance of the ACM. Immediately provide for the health and safety of all workers at the job site and make provisions necessary for the health and safety of the public that may be exposed to any potentially hazardous conditions. Provisions shall meet all applicable laws, rules or regulations covering hazardous conditions and will be in a manner commensurate with the gravity of the conditions.

3) The Engineer will direct the Prime Contractor when operations may resume in the affected area.

5. Removal of Existing Concrete Pavement.

a. Remove and dispose of existing rigid portland cement concrete pavement, sidewalk, slope pavement, ditch pavement, curb, and curb and gutter etc., where shown in the plans or ordered by the Engineer to be removed or where required because of the construction operations.

b. The work under Removal of Existing Concrete Pavement does not include the removal of retaining walls, drainage structures and flexible asphalt pavement.

6. Miscellaneous Operations.

a. Water Wells Required to be Plugged:

1) Fill or plug all water wells within the right-of-way, including areas of borrow pits and lateral ditches that are not to remain in service, in accordance with applicable Water Management District rules or the Department of Environmental Protection regulations.

2) Cut off the casing of cased wells at least 12 inches below the ground line or 12 inches below the elevation of the finished excavation surface, whichever is lower. Water wells, as referred to herein, are defined either as artesian or non-artesian, as follows:

a) An artesian well is an artificial hole in the ground from which water supplies may be obtained and which penetrates any water-bearing rock, the water in which is raised to the surface by natural flow or which rises to an elevation above the top of the water-bearing bed. Artesian wells are further defined to include all holes drilled as a source of water that penetrate any water-bearing beds that are a part of the artesian water system of Florida, as determined by representatives of the applicable Water Management District.

b) A non-artesian (water-table) well is a well in which the source of water is an unconfined aquifer. The water in a non-artesian well does not rise above the source bed.

b. Landscape Areas: When certain areas of the right-of-way, outside of the limits of construction, are shown in the plans or designated by the Engineer to be landscaped, either under the construction Contract or at a later time, remove undesirable trees, stumps, undergrowth, and vegetation, as directed, and preserve and trim natural growth and trees as directed by the Engineer.

c. Leveling Terrain: Within the areas between the limits of construction and the outer limits of clearing and grubbing, fill all holes and other depressions, and cut down all mounds and ridges. Make the area of a sufficient uniform contour so that the Department's subsequent mowing and cutting operations are not hindered by irregularity of terrain. Perform this work regardless of whether the irregularities were the result of construction operations or existed originally.

d. Mailboxes: When the Contract Documents require furnishing and installing mailboxes, permit each owner to remove the existing mailbox. Work with the Local Postmaster to develop a method of temporary mail service for the period between removal and installation of the new mailboxes. Install the mailboxes in accordance with the Design Standards.

C. Ownership of Materials.

1. Except as may be otherwise specified in the Contract Documents, the Contractor shall take ownership of all buildings, structures, appurtenances, and other materials removed by him and shall dispose of them in accordance with subarticle D below.

D. Disposal of Materials.

1. General:

a. Dispose of all debris, timber, stumps, brush, roots, rubbish, and other waste material resulting from clearing and grubbing in areas and by methods meeting the applicable requirements of all Local, State and Federal regulations.

2. Disposal of Treated Wood:

a. Treated wood, including that which comes from bridge channel fender systems, must be handled and disposed of properly during removal.

b. Treated wood should not be cut or otherwise mechanically altered in a manner that would generate dust or particles without proper respiratory and dermal protection.

c. Treated wood must be disposed of in at least a lined solid waste facility or through recycling/reuse.

d. Treated wood shall not be disposed by burning or placement in a construction and demolition (C&D) debris landfill.

e. All compensation for the cost of removal and disposal of treated wood will be included in the Cost of Removal of Existing Structures when an item for direct payment is provided in the Contract. If an item of direct payment is not provided in the Contract, the aforementioned cost is included in the cost for Clearing and Grubbing or among the other items of work in the Contract.

3. Hazardous Materials/Waste:

a. General:

1) Handle, transport and dispose of hazardous materials in accordance with all Local, State and Federal requirements including the following:

a) SSPC Guide 7

b) Federal Water Pollution Control Act, and

c) Resource Conservation and Recovery Act (RCRA).

2) Accept responsibility for the collection, sampling, classification, packaging, labeling, accumulation time, storage, manifesting, transportation, treatment and disposal of hazardous waste, both solid and liquid. Separate all solid and liquid waste and collect all liquids used at hygiene stations and handle as hazardous materials/waste. Obtain written approval from the Engineer and required agencies for all hazardous materials/waste stabilization methods before implementation.

3) Obtain an EPA/FDEP Hazardous Waste Identification Number (EPA/FDEP ID Number) before transporting and/or disposal of any hazardous materials/waste.

4) List the Department as the generator of all hazardous materials/waste.

5) Submit the following for the Engineers' approval before transporting, treatment or disposal of any hazardous materials/waste:

a) Name, address and qualifications of the transporter,

b) Name, address and qualifications of the treatment facility,

c) Proposed treatment and/or disposal of all Hazardous Materials/Waste.

6) Transport all hazardous materials/waste in accordance with applicable 40 CFR 263 Standards. Provide a copy of all completed Hazardous Materials/Waste manifest/bills of lading to the Engineer within 21 days of each shipment.

b. Steel Members With Hazardous Coating:

1) Unless otherwise required by the Contract Documents, dispose of steel members with hazardous coating in one of the following manners:

a) Deliver the steel members and other hazardous waste to a licensed recycling or treatment facility capable of processing steel members with hazardous coating.

b) Deliver any other hazardous materials/waste to a licensed hazardous materials/waste recycling treatment facility.

2) Dismantle and/or cut steel members to meet the required dimensions of the recycling facility, treatment facility or other regulatory agency.

3) All compensation for the cost of removal and disposal of hazardous materials/waste will be included in the Cost of Removal of Existing Structures when an item for direct payment is provided in the Contract. If an item of direct payment is not provided in the Contract, the aforementioned cost is included in the cost for Clearing and Grubbing or among the other items of work in the Contract.

c. Certification of Compliance:

1) Furnish two copies of Certification of Compliance from the firm actually removing and disposing of the hazardous materials/waste stipulating, the hazardous materials/waste has been handled, transported and disposed of in accordance with this Specification.

2) The Certification of Compliance shall be attested to by a person having legal authority to bind the company.

d. Maintain all records required by this Specification and ensure they are available to the Department upon request.

E. Method of Measurement.

1. Clearing and Grubbing:

a. No Direct Payment Provided: When no item for direct payment of Clearing and Grubbing is provided by the Contract, the costs for performing all work and meeting the requirements of this Article will be included among the various scheduled items of the Contract.

b. Direct Payment Provided: When direct payment for Clearing and Grubbing is provided in the Contract, the quantity to be paid for will be the lump sum quantity.

2. One or more of the following items may appear in a contract where no direct payment item for Clearing and Grubbing is provided. Only those items with an Awarded Unit Price will be considered for direct payment. All other work of Clearing and Grubbing is included among the various scheduled items of the Contract.

a. Removal of Existing Structures: When a separate item for the Removal of Existing Structures is provided for direct payment in the Contract, the quantity to be paid for will be the lump sum quantity or actual quantities for the specific structures removed, as stipulated in the Contract Documents.

b. Removal of Existing Concrete Pavement: When a separate item for Removal of Existing Concrete Pavement is provided for direct payment in the Contract, the quantity to be paid for will be the number of square yards of existing pavement of the types listed in subarticle B.5 herein, acceptably removed and disposed of, as specified. The quantity will be determined by actual measurement along the surface of the pavement before its removal. Measurements for appurtenances which have irregular surface configurations, such as curb and gutter, steps, and ditch pavement, will be the area as projected to an approximate horizontal plane. Where the removal of pavement areas is necessary only for the construction of box culverts, pipe culverts, storm sewers, french drains, inlets, manholes, etc., these areas will not be included in the measurements.

c. Removal of Trees: When separate items for the Removal of Trees are provided for direct payment in the Contract, trees that are greater than 6 inches in diameter, will be paid on a per each basis by actual count by the Engineer of such trees under the appropriate item provided in the Contract. The diameter of a tree shall be obtained by measuring its circumference at 4.5 feet above the ground using a flexible tape measure and dividing the circumference by 3.14. If the tree is growing on a slope, the circumference is measured at 4.5 feet from the center of the slope. If the tree begins to branch below 4.5 feet, measure at the smallest circumference below the first branch.

d. Plugging Water Wells: When a separate item for Plugging of Water Wells is provided for direct payment in the Contract, the quantity to be paid for will be the number of water wells plugged, for each type of well (artesian or non-artesian).

e. Mailboxes: When a separate item is provided in the Contract for furnishing and installing mailboxes, the quantity to be paid for will be the number of mailboxes acceptably furnished and installed.

f. Delivery of Salvageable Material to the Department: When a separate item is provided in the Contract for the delivery of salvageable material to the Department, the quantity to be paid for will be the Lump Sum quantity for delivery of salvageable materials to the Department as indicated in the Plans or as directed by the Engineer.

F. Basis of Payment.

1. Clearing and Grubbing:

a. No Direct Payment Provided: When direct payment for Clearing and Grubbing is not provided in the Contract, the cost of any work of clearing and grubbing necessary for the proper construction of the Project and meeting all requirements of this Article, is included in the Contract price for the structure or other item of work for which such clearing and grubbing is required.

b. Direct Payment Provided:

1) Price and payment will be full compensation for all clearing and grubbing indicated or required for the construction of the entire Project, including all necessary hauling, furnishing equipment, equipment operation, furnishing any areas required for disposal of debris, leveling of terrain and the landscaping work of trimming, etc., as specified herein, except for any areas designated to be paid for separately or to be specifically included in the costs of other work under the Contract.

2) Unless otherwise provided by the Contract, price and payment will be full compensation for all work required by this Article including Removal of Existing Structures, Removal of Existing Concrete Pavement, Removal of Trees, Plugging of Water Wells, Mailboxes, and Delivery of Salvageable Material to the Department.

3) Where construction easements are specified in the Plans and the limits of clearing and grubbing for such easements are dependent upon the final construction requirements, no adjustment will be made in the lump sum price and payment, either over or under, for variations from the limits of the easement defined on the Plans.

c. The Contractor shall include the cost of all clearing and grubbing which might be necessary in pits or areas from which base material is obtained in the Contract price for the base in which such material is used.

d. The clearing and grubbing of areas for obtaining stabilizing materials, where required only for the purpose of obtaining materials for stabilizing, will not be paid for separately.

2. Removal of Existing Structures:

a. Price and payment will be full compensation for all work of removal and disposal of the designated structures.

b. When direct payment for the removal of existing structures is not provided in the Contract, the cost of removing all structures is included in the Contract price for Clearing and Grubbing or, if no item of Clearing and Grubbing is included, in the compensation for the other items covering the new structure being constructed.

3. Removal of Existing Concrete Pavement:

a. Price and payment will be full compensation for performing and completing all the work of removal and satisfactory disposal including any saw cutting required.

b. When direct payment for the removal of existing concrete pavement is not provided in the Contract and no applicable item of excavation or embankment covering such work is included in the Contract, the Contractor shall include the costs of this work in the Contract price for the item of Clearing and Grubbing or, if no item of Clearing and Grubbing is included in the Contract, in any work, pipe or other structure for which the concrete pavement removal is required.

4. Removal of Trees:

a. Price and payment will be full compensation for complete removal and disposal of each tree counted by the Engineer pursuant to these specifications.

b. When direct payment for the removal of trees is not provided in the Contract, the cost of removing all trees is included in the Contract price for Clearing and Grubbing or, if no item of Clearing and Grubbing is included in the Contract, in the compensation for all other items in the Contract.

5. Plugging Water Wells:

a. Price and payment will be full compensation for each type of well acceptably plugged.

b. When direct payment for plugging water wells is not provided in the Contract, the cost plugging water wells is included in the Contract price for Clearing and Grubbing or, if no item of Clearing and Grubbing is included in the Contract, in the compensation for all other items in the Contract.

6. Mailboxes:

a. Price and payment will be full compensation for all work and materials required, including supports and numbers.

b. When direct payment for mailboxes is not provided in the Contract, the cost for all work and materials required, including supports and numbers, is included in the Contract price for Clearing and Grubbing or, if no item of Clearing and Grubbing is included in the Contract, in the compensation for all other items in the Contract.

7. Delivery of Salvageable Material to the Department:

a. Price and payment will be full compensation for all work required for delivery of the materials to the Department.

b. When the Contract does not provide direct payment for the Delivery of Salvageable Material that is to be delivered to the County, the cost of Delivery of Salvageable Material is included in the Contract price for Clearing and Grubbing or, where no item for Clearing and Grubbing is included in the Contract, in the compensation for all other items in the Contract.

8. Payment Items: No item for direct payment of clearing and grubbing is provided by the Contract, the costs for performing all work and meeting the requirements of this Article will be included among the following pay items as well as the various scheduled items of the Contract:

Item No.	Description	Unit
110-4	Removal of Existing Pavement	SY
110-4-1-1	Removal and disposal of Existing Curb and Gutter	LF
110-4-2A	Removal of Existing Concrete Sidewalk (up to 8” thick, including base preparation)	SY

120 EARTHWORK AND RELATED OPERATIONS

A. Description.

1. General:

a. Earthwork and Related Operations consists of excavation for the construction of the roadway, excavation for structures and pipe, constructing backfill around structures and pipe, and constructing embankments as required for the roadway, ditches, and channel changes.

b. Perform Earthwork and Related Operations based on the type of work specified in the Contract Documents.

c. Meet the applicable requirements for materials, equipment and construction as specified in the Contract Documents.

B. Classes of Excavation.

1. Excavation of Unsuitable Material: Excavation of unsuitable material consists of the removal of muck, clay, rock or any other material that is unsuitable in its original position and that is excavated below the finished grading template. For stabilized bases and sand bituminous road mixes, the finished grading template is the top of the finished base, shoulders and slopes. For all other bases and rigid pavement, the finished grading template is the finished shoulder and slope lines and bottom of completed base or rigid pavement.

2. Lateral Ditch Excavation: Lateral Ditch Excavation consists of all excavation of inlet and outlet ditches to structures and roadway, changes in channels of streams, and ditches parallel to the roadway right-of-way.

3. Channel Excavation: Channel Excavation consists of the excavation and satisfactory disposal of all materials from the limits of the channel as shown in the Plans.

4. Excavation for Structures and Pipe: Excavation for Structures consists of the excavation for bridge foundations, box culverts, pipe culverts, storm sewers and all other pipe lines, retaining walls, headwalls for pipe culverts and drains, catch basins, drop inlets, manholes, and similar structures.

C. Excavation Requirements.

1. Excavation and Replacement of Unsuitable Materials: Where rock, muck, clay, or other material within the limits of the roadway is unsuitable in its original position, excavate such material to the cross-sections shown in the Plans or indicated by the Engineer, and backfill with suitable material. Shape backfill materials to the required cross-sections. Where the removal of plastic soils below the finished earthwork grade is required, meet a construction tolerance of ± 0.2 foot in depth and ± 6 inches (each side) in width.

2. Lateral Ditch Excavation: Excavate inlet and outlet ditches to structures and roadway, changes in channels of streams and ditches parallel to the roadway. Dress lateral ditches to the grade and cross-section shown in the Plans.

3. Channel Excavation: Excavate and dispose of all materials from the limits of the channel as shown in the Plans. Excavate for bridge foundations, box culverts, pipe culverts, storm sewers and all other pipe lines, retaining walls, headwalls for pipe culverts and drains, catch basins, drop inlets, manholes, and similar structures.

4. Excavation for Structures and Pipe.

   a. General: Excavate foundation pits to permit the placing of the full widths and lengths of footings shown in the Plans, with full horizontal beds. Do not round or undercut corners or edges of footings. Perform all excavation to foundation materials, satisfactory to the Engineer, regardless of the elevation shown on the Plans. Perform all excavation in stream beds to a depth at least 4 feet below the permanent bed of the stream, unless a firm footing can be established on solid rock before such depth is reached, and excavate to such additional depth as may be necessary to eliminate any danger of undermining. Wherever rock bottom is secured, excavate in such manner as to allow the solid rock to be exposed and prepared in horizontal beds for receiving the masonry. Remove all loose and disintegrated rock or thin strata. Have the Engineer inspect and approve all foundation excavations prior to placing masonry.

   b. Earth Excavation:

      1) Foundation Material other than the Rock: When masonry is to rest on an excavated surface other than rock, take special care to avoid disturbing the bottom of the excavation, and do not remove the final foundation material to grade until just before placing the masonry. In case the foundation material is soft or mucky, the Engineer may require excavation to a greater depth and to backfill to grade with approved material.

      2) Foundation Piles: Where foundation piles are used, complete the excavation of each pit before driving the piles. After the driving is completed, remove all loose and displaced material, leaving a smooth, solid, and level bed to receive the masonry.

      3) Removal of Obstructions: Remove boulders, logs, or any unforeseen obstacles encountered in excavating.

   c. Rock Excavation: Clean all rock and other hard foundation material, remove all loose material, and cut all rock to a firm surface. Either level, step vertically and horizontally, or serrate the rock, as may be directed by the Engineer. Clean out all seams, and fill them with concrete or mortar.

   d. Pipe Trench Excavation:

      1) Excavate trenches for pipe culverts and storm sewers to the elevation of the bottom of the pipe and to a width sufficient to provide adequate working room. Remove soil not meeting the classification specified herein for suitable backfill material for backfilling around pipe to a depth of 4 inches below the bottom of the pipe elevation. Remove rock, boulders or other hard lumpy or unyielding material to a depth of 12 inches below the bottom of the pipe elevation. Remove muck or other soft material to a depth necessary to establish a firm foundation. Where the soils permit, ensure that the trench sides are vertical up to at least the mid-point of the pipe.

      2) For pipe lines placed above the natural ground line, place and compact the embankment, prior to excavation of the trench, to an elevation at least 2 feet above the top of the pipe and to a width equal to four pipe diameters, and then excavate the trench to the required grade.

D. Disposal of Surplus and Unsuitable Material.

1. Ownership of Excavated Materials: Dispose of surplus and excavated materials as shown in the Plans or, if the Plans do not indicate the method of disposal, take ownership of the materials and dispose of them in an authorized and lawful manner.

2. Disposal of Muck on Side Slopes: As an exception to the provisions herein for Ownership of Excavated Materials, when approved by the Engineer, muck (A-8 material) may be placed on the slopes, or stored alongside the roadway, provided there is a clear distance of at least 6 feet between the roadway grading limits and the muck, and the muck is dressed to present a neat appearance. In addition, this material may also be disposed of by placing it on the slopes where, in the opinion of the Engineer, this will result in an aesthetically pleasing appearance and will have no

detrimental effect on the adjacent developments. Where the Engineer permits the disposal of muck or other unsuitable material inside the right-of-way limits, do not place such material in a manner which will impede the inflow or outfall of any channel or of side ditches. The Engineer will determine the limits adjacent to channels within which such materials may be disposed.

3. Disposal of Paving Materials: Unless otherwise noted, take ownership of paving materials, such as paving brick, asphalt block, concrete slab, sidewalk, curb and gutter, etc., excavated in the removal of existing pavements, and dispose of them outside the right-of-way. If the materials are to remain the property of the Agency, place them in neat piles as directed. Existing limerock base that is removed may be incorporated in the stabilized portion of the subgrade. If the construction sequence will allow, incorporate all existing limerock base into the project as allowed by the Contract Documents.

4. Disposal Areas:

   a. Where the Contract Documents require disposal of excavated materials outside the right-of-way, and the disposal area is not indicated in the Contract Documents, furnish the disposal area without additional compensation.

E. Materials for Embankment.

1. General Requirements for Embankment Materials:

   a. Construct embankments using suitable materials excavated from the roadway or delivered to the jobsite from authorized borrow pits.

   b. Construct the embankment using maximum particle sizes (in any dimension) as follows:

      1) In top 12 inches: 3 1/2 inches (in any dimension).

      2) 12 to 24 inches: 6 inches (in any dimension).

      3) In the depth below 24 inches: not to exceed 12 inches (in any dimension) or the compacted thickness of the layer being placed, whichever is less.

   c. Spread all material so that the larger particles are separated from each other to minimize voids between them during compaction. Compact around these rocks in accordance with the requirements herein for Compaction of Embankments.

   d. When and where approved by the Engineer, larger rocks (not to exceed 18 inches in any dimension) may be placed outside the one to two slope and at least 4 feet or more below the bottom of the base. Compact around these rocks to a firmness equal to that of the supporting soil. Where constructing embankments adjacent to bridge end bents or abutments, do not place rock larger than 3 1/2 inches in diameter within 3 feet of the location of any end-bent piling.

2. Use of Materials Excavated From the Roadway and Appurtenances: Assume responsibility for determining the suitability of excavated material for use on the project in accordance with the applicable Contract Documents. Consider the sequence of work and maintenance of traffic phasing in the determination of the availability of this material.

3. Authorization for Use of Borrow: Use borrow only when sufficient quantities of suitable material are not available from roadway and drainage excavation, to properly construct the embankment, subgrade, and shoulders, and to complete the backfilling of structures and pipe. Do not use borrow material until authorized by the Engineer, and then only use material from approved borrow pits.

   a. Haul Routes for Borrow Pits:

      1) Provide and maintain, at no expense to the County, all necessary roads for hauling the borrow material. Where borrow area haul roads or trails are used by others, do not cause such roads or trails to deteriorate in condition.

      2) Arrange for the use of all non-public haul routes crossing the property of any railroad. Incur any expense for the use of such haul routes. Establish haul routes which will direct construction vehicles away from developed areas when feasible, and keep noise from hauling operations to a minimum. Advise the Engineer in writing of all proposed haul routes.

   b. Borrow Material for Shoulder Build-up: When so indicated in the Plans, furnish borrow material with a specific minimum bearing value, for building up of existing shoulders. Blend materials as necessary to achieve this specified minimum bearing value prior to placing the materials on the shoulders. Take samples of this borrow material at the pit or blended stockpile.

4. Materials Used at Pipes, Culverts, etc.: Construct embankments over and around pipes, culverts, and bridge foundations with selected materials.

F. Embankment Construction.

1. General: Construct embankments in sections of not less than 300 feet in length or for the full length of the embankment.

2. Dry Fill Method:

   a. General:

      1) Construct embankments to meet the requirements of subarticle G (Compaction Requirements) and in accordance with the Acceptance Program requirements herein. Restrict the compacted thickness of the last embankment lift to 6 inches maximum.

      2) As far as practicable, distribute traffic over the work during the construction of embankments so as to cover the maximum area of the surface of each layer.

      3) Construct embankment in the dry whenever normal dewatering equipment and methods can accomplish the needed dewatering.

         a) For A-3 and A-2-4 Materials with up to 15% fines: Construct the embankment in successive layers with lifts up to a maximum compacted

thickness of 12 inches. Ensure the percentage of fines passing the No. 200 US Standard sieve in the A 2 4 material does not exceed 15%.

b) For A-1 Plastic materials (As designated in FDOT Design Standard Index 505) and A-2-4 Materials with greater than 15% fines: Construct the embankment in successive layers with lifts up to a maximum compacted thickness of 6 inches.

c) Equipment and Methods: Provide normal dewatering equipment including, but not limited to, surface pumps, sump pumps and trenching/digging machinery. Provide normal dewatering methods including, but not limited to, constructing shallow surface drainage trenches/ditches, using sand blankets, sumps and siphons.

4) When normal dewatering does not adequately remove the water, the Engineer may require the embankment material to be placed in the water or in low swampy ground in accordance with the requirements herein for Compaction Where Plastic Material Has Been Removed.

b. Placing in Unstable Areas: Where depositing the material in water, or in low swampy ground that will not support the weight of hauling equipment, construct the embankment by dumping successive loads in a uniformly distributed layer of a thickness not greater than necessary to support the hauling equipment while placing subsequent layers. Once sufficient material has been placed so that the hauling equipment can be supported, construct the remaining portion of the embankment in layers in accordance with the applicable provisions herein for Compaction Where Plastic Material Has Been Removed and for Compaction of Grassed Shoulder Areas.

c. Placing on Steep Slopes: When constructing an embankment on a hillside sloping more than 20 degrees from the horizontal, before starting the fill, deeply plow or cut into steps the surface of the original ground on which the embankment is to be placed.

d. Placing Outside Standard Minimum Slope: Where material that is unsuitable for normal embankment construction is to be used in the embankment outside the standard minimum slope (approximately one to two), place such material in layers of not more than 18 inches in thickness, measured loose. The Contractor may also place material which is suitable for normal embankment, outside such standard minimum slope, in 18 inch layers. Maintain a constant thickness for suitable material placed within and outside the standard minimum slope, unless placing in a separate operation.

3. Hydraulic Method:

a. Method of Placing: When the hydraulic method is used, as far as practicable, place all dredged material in its final position in the embankment by such method. Place and compact any dredged material that is rehandled, or moved and placed in its final position by any other method, as specified herein for Compaction of Embankments. The Contractor may use baffles or any form of construction he may select, provided the slopes of the embankments are not steeper than indicated in the Plans. Remove all timber used for temporary bulkheads or baffles from the embankment, and fill and thoroughly compact the holes thus formed. When placing fill on submerged land, construct dikes prior to beginning of dredging, and maintain the dikes throughout the dredging operation.

b. Excess Material: Do not use excess material placed outside the prescribed slopes, below the normal high-water level, to raise the fill. Remove only the portion of this material required for dressing the slopes.

c. Protection of Openings in Embankment: Leave openings in the embankments at the bridge sites. Remove any material which invades these openings or existing channels without additional compensation to provide the same depth of channel as existed before the construction of the embankment. Do not excavate or dredge any material within 200 feet of the toe of the proposed embankment.

G. Compaction Requirements.

1. Moisture Content: Compact the materials at a moisture content such that the specified density can be attained. If necessary to attain the specified density, add water to the material, or lower the moisture content by manipulating the material or allowing it to dry, as is appropriate.

2. Compaction of Embankments:

a. Density requirements for earthwork and related operations associated with the construction of sidewalks and bike paths along with any drainage structures associated with these facilities; and for earthwork and related operations associated with the construction of turn lanes and other non-mainline traffic lanes, widening, roadway shoulders, concrete box culverts, retaining walls, and other drainage structures on the non-mainline pavement:

1) Reduce the minimum required density from 100% to 95% of AASHTO T99 Method C for all earthwork items requiring densities.

b. Density Requirements for earthwork and related operations associated with the construction of new mainline pavement, along with concrete box culverts, retaining walls, and other drainage structures on the mainline pavement:

1) Except for embankments constructed by the hydraulic method as specified herein, and for the material placed outside the standard minimum slope as specified herein for Placing Outside Standard Minimum Slope, and for other areas specifically excluded herein, compact each layer of the material used in the formation of embankments to a density of at least 100% of the maximum density as required by AASHTO T 99, Method C.

2) Uniformly compact each layer using equipment that will achieve the required density, and as compaction operations progress, shape and

manipulate each layer as necessary to ensure uniform density throughout the embankment.

c. Compaction Over Unstable Foundations: Where the embankment material is deposited in water or on low swampy ground, and in a layer thicker than 12 inches (as provided herein under the requirements for Placing in Unstable Areas), compact the top 6 inches (compacted thickness) of such layer to the density as specified in the Acceptance Criteria herein.

d. Compaction Where Plastic Material Has Been Removed: Where unsuitable material is removed and the remaining surface is of the A 4, A 5, A 6, or A 7 Soil Groups, as determined by the Engineer, compact the surface of the excavated area by rolling with a sheepsfoot roller exerting a compression of at least 250 psi on the tamper feet, for the full width of the roadbed (subgrade and shoulders). Perform rolling before beginning any backfill, and continue until the roller feet do not penetrate the surface more than 1 inch. Do not perform such rolling where the remaining surface is below the normal water table and covered with water. Vary the procedure and equipment required for this operation at the discretion of the Engineer.

e. Compaction of Material To Be Used In Base, Pavement, or Stabilized Areas: Do not compact embankment material which will be incorporated into a pavement, base course, or stabilized subgrade, to be constructed as a part of the same Contract.

f. Compaction of Grassed Shoulder Areas: For the upper 6 inch layer of all shoulders which are to be grassed, since no specific density is required, compact only to the extent directed.

g. Compaction of Grassed Embankment Areas: For the outer layer of all embankments where plant growth will be established, do not compact. Leave this layer in a loose condition to a minimum depth of 6 inches for the subsequent seeding or planting operations.

3. Compaction of Subgrade:

a. If the Plans do not provide for stabilizing, compact the subgrade in both cuts and fills to the density specified in the Acceptance Criteria herein. For undisturbed soils, do not apply density requirements where constructing narrow widening strips or paved shoulders 5 feet or less in width.

b. Where trenches for widening strips are not of sufficient width to permit the use of standard compaction equipment, perform compaction using vibratory rollers, trench rollers, or other type compaction equipment approved by the Engineer.

c. Maintain the required density until the base or pavement is placed on the subgrade.

H. Backfilling Around Structures and Pipe.

1. Backfill Materials:

a. Backfill to the original ground surface or subgrade surface of openings made for structures, with a sufficient allowance for settlement. The Engineer may require that the material used for this backfill be obtained from a source entirely apart from the structure.

b. Do not allow heavy construction equipment to cross over culvert or storm sewer pipes until placing and compacting backfill material to the finished earthwork grade or to an elevation at least 4 feet above the crown of the pipe.

c. Use of A-7 Material: In the backfilling of trenches, A 7 material may be used from a point 12 inches above the top of the pipe up to the elevation shown on the FDOT Design Standards as the elevation for undercutting of A 7 material.

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

e. Placement and Compaction:

1) Place the material in horizontal layers not exceeding 6 inches compacted thickness, in depth above water level, behind abutments, wingwalls and end bents or end rest piers, and around box culverts and all structures including pipe culverts. When the backfill material is deposited in water, compact per the requirements herein for Compaction Under Wet Conditions and Backfill Under Wet Conditions.

2) The Contractor may elect to place material in thicker lifts of no more than 12 inches compacted thickness outside the soil envelope if he can demonstrate with a successful test section that density can be achieved. Notify the Engineer prior to beginning construction of a test section. Construct a test section of 500 feet in length. Perform five tests at random locations within the test section. All five tests must meet the density required by the Compaction of Embankments specified herein. Identify the test section with the compaction effort and soil classification in the Agency Logbook. In case of a change in compaction effort or soil classification, construct a new test section. When a test fails the Compaction Requirements specified herein, construct a new test section. The Contractor may elect to place material in 6 inches compacted thickness at any time.

2. Additional Requirements for Structures Other than Pipe:

a. Density: Where the backfill material is deposited in water, obtain a 12 inch layer of comparatively dry material, thoroughly compacted by tamping, before verifying the layer and density requirements. Meet the requirements of the density Acceptance Criteria.

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

c. Other Limited Areas: Compact in other limited areas using mechanical tampers or approved hand tampers, until the cover over the structure is at least 12 inches thick. When hand tampers are used, deposit the materials in layers not more than 4 inches thick using

hand tampers suitable for this purpose with a face area of not more than 100 in2. Take special precautions to prevent any wedging action against the masonry, and step or terrace the slope bounding the excavation for abutments and wingwalls if required by the Engineer.

d. Culverts and Piers: Backfill around culverts and piers on both sides simultaneously to approximately the same elevation.

e. Compaction Under Wet Conditions: Where wet conditions do not permit the use of mechanical tampers, compact using hand tampers. Use only A 3 material for the hand tamped portions of the backfill. When the backfill has reached an elevation and condition such as to make the use of the mechanical tampers practical, perform mechanical tamping in such manner and to such extent as to transfer the compaction force into the sections previously tamped by hand.

3. Additional Requirements for Pipe 15 Inches Inside Diameter or Greater:

a. General: Trenches for pipe may have up to four zones that must be backfilled.

1) Lowest Zone: The lowest zone is backfilled for deep undercuts up to within 4 inches of the bottom of the pipe.

2) Bedding Zone: The zone above the Lowest Zone is the Bedding Zone. Usually it will be the backfill which is the 4 inches of soil below the bottom of the pipe. When rock or other hard material has been removed to place the pipe, the Bedding Zone will be the 12 inches of soil below the bottom of the pipe.

3) Cover Zone: The next zone is backfill that is placed after the pipe has been laid and will be called the Cover Zone. This zone extends to 12 inches above the top of the pipe. The Cover Zone and the Bedding Zone are considered the Soil Envelope for the pipe.

4) Top Zone: The Top Zone extends from 12 inches above the top of the pipe to the base or final grade.

b. Material:

1) Lowest Zone: Backfill areas undercut below the Bedding Zone of a pipe with coarse sand, or other suitable granular material, obtained from the grading operations on the project, or a commercial material if no suitable material is available.

2) Soil Envelope: In both the Bedding Zone and the Cover Zone of the pipe, backfill with materials classified as A 1, A 2, or A 3. Material classified as A-4 may be used if the pipe is concrete pipe.

3) Top Zone: Backfill the area of the trench above the soil envelope of the pipe with materials allowed on Design Standard, Index No. 505.

c. Compaction:

1) Lowest Zone: Compact the soil in the Lowest Zone to approximately match the density of the soil in which the trench was cut.

2) Bedding Zone:

a) If the trench was not undercut below the bottom of the pipe, loosen the soil in the bottom of the trench immediately below the approximate middle third of the outside diameter of the pipe.

b) If the trench was undercut, place the bedding material and leave it in a loose condition below the middle third of the outside diameter of the pipe. Compact the outer portions to meet the density requirements of the Acceptance Criteria. Place the material in lifts no greater than 6 inches (compacted thickness).

3) Cover Zone: Place the material in 6 inches layers (compacted thickness), evenly deposited on both sides of the pipe, and compact with mechanical tampers suitable for this purpose. Hand tamp material below the pipe haunch that cannot be reached by mechanical tampers. Meet the requirements of the density Acceptance Criteria.

4) Top Zone: Place the material in layers not to exceed 12 inches in compacted thickness. Meet the requirements of the density Acceptance Criteria.

5) Backfill Under Wet Conditions:

a) Where wet conditions are such that dewatering by normal pumping methods would not be effective, the procedure outlined below may be used when specifically authorized by the Engineer in writing.

b) Granular material may be used below the elevation at which mechanical tampers would be effective, but only material classified as A 3. Place and compact the material using timbers or hand tampers until the backfill reaches an elevation such that its moisture content will permit the use of mechanical tampers. When the backfill has reached such elevation, use normally acceptable backfill material. Compact the material using mechanical tampers in such manner and to such extent as to transfer the compacting force into the material previously tamped by hand.

I. Acceptance Program.

1. Density over 105%: When a computed dry density results in a value greater than 105% of the applicable Proctor maximum dry density, perform a second density test within 5 feet. If the second density results in a value greater than 105%, investigate the compaction methods, examine the applicable Maximum Density and material description. If necessary, test an additional sample for acceptance in accordance with AASHTO T 99, Method C.

2. Maximum Density Determination: Determine the maximum density and optimum moisture content by sampling and testing the material in accordance with the

specified test method listed below for Density Testing Requirements.

3. Density Testing Requirements: Ensure compliance, with the requirements of the Acceptance Criteria herein, by Nuclear Density testing in accordance with FDOT Florida Method FM 1 T 238. Determine the in-place moisture content for each density test. Use Florida Method FM 1 T 238, FM 5 507 (Determination of Moisture Content by Means of a Calcium Carbide Gas Pressure Moisture Tester), or ASTM D 4643 (Laboratory Determination of Moisture Content of Granular Soils By Use of a Microwave Oven) for moisture determination.

4. Soil Classification: Perform soil classification tests in accordance with AASHTO T 88. Classify soils in accordance with AASHTO M–145 in order to determine compliance with embankment utilization requirements.

5. Acceptance Criteria: Obtain a minimum density in accordance with the requirements herein for Compaction of Embankments with the following exceptions:

   a. Embankment constructed by the Hydraulic Method as specified herein;
   b. Material placed outside the standard minimum slope as specified in the requirements herein for Placing Outside Standard Minimum Slope;
   c. Other areas specifically excluded herein.

6. Frequency: Conduct sampling and testing at a minimum frequency listed in the table below.

Test Name	Frequency
Maximum Density	One per soil type
Density	1 per 500’ RDWY (Alt Lift)
Soil Classification	One per Maximum Density

J. Maintenance and Protection of Work.

1. While construction is in progress, maintain adequate drainage for the roadbed at all times. Maintain a shoulder at least 3 feet wide adjacent to all pavement or base construction in order to provide support for the edges.

2. Maintain and protect all earthwork construction throughout the life of the Contract, and take all reasonable precautions to prevent loss of material from the roadway due to the action of wind or water. Repair any slides, washouts, settlement, subsidence, or other mishap which may occur prior to final acceptance of the work. Maintain all channels excavated as a part of the Contract work against natural shoaling or other encroachments to the lines, grades, and cross-sections shown in the Plans, until final acceptance of the Project.

K. Construction.

1. Construction Tolerances:

   a. Shape the surface of the earthwork to conform to the lines, grades, and cross-sections shown in the Plans. In final shaping of the surface of earthwork, maintain a tolerance of 0.3 foot above or below the plan cross-section with the following exceptions:

      1) Shape the surface of shoulders to within 0.1 foot of the plan cross-section.
      2) Shape the earthwork to match adjacent pavement, curb, sidewalk, structures, etc.
      3) Shape the bottom of ditches so that the ditch impounds no water.
      4) When the work does not include construction of base or pavement, shape the entire roadbed (shoulder point to shoulder point) to within 0.1 foot above or below the plan cross-section.

   b. Ensure that the shoulder lines do not vary horizontally more than 0.3 foot from the true lines shown in the Plans.

2. Operations Adjacent to Pavement:

   a. Carefully dress areas adjacent to pavement areas to avoid damage to such pavement.
   b. Complete grassing of shoulder areas prior to placing the final wearing course. Do not manipulate any embankment material on a pavement surface.
   c. When shoulder dressing is underway adjacent to a pavement lane being used to maintain traffic, exercise extreme care to avoid interference with the safe movement of traffic.

L. Method of Measurement.

1. Excavation: Excavation will be paid for by volume, in cubic yards, calculated by the method of average end areas, unless the Engineer determines that another method of calculation will provide a more accurate result. The material will be measured in its original position by field survey or by photogrammetric means as designated by the Engineer. Measurement for payment will include the excavation of unsuitable material, lateral ditch excavation, channel excavation, and excavation for structures and pipe. Payment will not be made for excavation or embankment beyond the limits shown in the Plans or authorized by the Engineer.

2. Embankment:

   a. Will be paid for in cubic yards, as accepted by Engineer, calculated by the method of average end areas, unless Engineer determines that another method of calculation will provide a more accurate result. Embankment will be measured in its final position by field survey or by photogrammetric means as designated by Engineer.
   b. The measurement will include only material actually placed and compacted above the original ground line, within the lines and grades indicated in the Plans or directed by the Engineer. The length used in the computations will be the station-to-station length actually constructed. The original ground line used in the computations will be as determined prior to placing of embankment and no allowance will be made for subsidence of material below the surface of the original ground.

c. Deduct any quantity beyond the limits shown in the Plans or authorized by Engineer. No payment will be made for additional material required to obtain compaction, material placed by Contractor outside the limits of the typical cross section, or material placed to correct for settlement of the embankment. Shrinkage or swell factors are Contractor's responsibility. When shown on the plans, factors are for informational purposes only.

M. Basis of Payment.

1. When No Direct Payment is Provided:

a. When no item for Excavation or Embankment is included in the list of Contract Unit Prices, the cost of any excavation or embankment necessary for the proper construction of the Project is included in the Contract Prices for the work requiring excavation or embankment.

b. Where the Work includes structures including pipe culvert and french drain, all earthwork costs for the installation of these items are included in their associated Contract Price.

2. When Direct Payment for Excavation or Embankment is Provided in the Contract:

a. Prices and payments for the work items included in this Section will be full compensation for all work described herein, including excavating, dredging, hauling, placing, and compacting; dressing the surface of the earthwork; and maintaining and protecting the complete earthwork.

b. Excavation:

1) The total quantity of all excavation specified under this Section will be paid for at the Contract unit price for Excavation.

2) No payment will be made for the excavation of any materials which are used for purposes other than those shown in the Plans or designated by the Engineer.

3) No payment will be made for materials excavated outside the lines and grades given by the Engineer, unless specifically authorized by the Engineer.

c. Embankment:

1) The total quantity of embankment specified in this Section will be paid for at the Contract unit price for embankment.

2) No payment will be made for materials which are used for purposes other than those shown in the Plans or designated by the Engineer.

3) No payment will be made for materials placed outside the lines and grades given by the Engineer.

3. Payment will be made under:

Item No.	Description	Unit
102-8A	Re-grade Existing Swale	SY
120-1	Regular Excavation	CY
120-2-3	Embankment for Road Build-up	CY
120-2-4	Embankment material for Shoulder	CY

121 FLOWABLE FILL

A. Description.

1. When approved by the Engineer, furnish and place Flowable Fill per FDOT Design Standard Index 307, as an alternative to compacted soil, where compaction cannot be achieved through normal mechanical methods. Applications for this material include beddings, encasements, closures for tanks, pipes, general backfill for trenches, and other uses specified in the Plans.

B. Materials.

1. Meet the following requirements:

Fine Aggregate*	Section 902
Portland Cement (Types I, II, or III)	Section 921
Water	Section 923
Air Entraining Admixtures**	Section 924
Fly Ash, Slag and other Pozzolanic Materials	Section 929
*Any clean fine aggregate with 100% passing a 3/8 inch mesh sieve and not more than 15% passing a No. 200 sieve may be used. **High air generators or foaming agents may be used in lieu of conventional air entraining admixtures and may be added at jobsite and mixed in accordance with manufacturer's recommendation.	

C. Mix Design.

1. Flowable Fill is a mixture of portland cement, fly ash, fine aggregate, air entraining admixture and water. Flowable fill contains a low cementitious content for reduced strength development.

2. Submit mix designs to the Engineer for approval. The following are suggested mix guides for excavatable and non-excavatable flowable fill:

	Excavatable	Non-Excavatable
Cement Type 1	75-100 lb/yd3	75-150 lb/yd3
Fly Ash	None	150-600 lb/yd3
Water	*	*
Air**	5-35%	5-15%
28 Day Compressive Strength**	Maximum 100 psi	Minimum 125 psi**
Unit Weight	90-110 lb/ft3	100-125 lb/ft3

(Wet)***		
Fine Aggregate shall be proportioned to yield 1 yd3.		
*Mix designs shall produce a consistency that will result in a flowable self-leveling product at time of placement. **Minimum 300 psi where approved by the Engineer for use above pipe culverts having less than two feet of cover measured to top of rock base. ***The requirements for percent air, compressive strength and unit weight are for laboratory designs only and are not intended for jobsite acceptance requirements.		

D. Production and Placing.

1. Use flowable fill manufactured at a production facility that meets the requirements of FDOT 347-3.
2. Deliver flowable fill using concrete construction equipment. Revolution counter are waived. Place flowable fill by chute, pumping or other methods approved by the Engineer. Tremie flowable fill through water.

E. Construction Requirements.

1. Use straps, soil anchors or other approved means of restraint to ensure correct alignment when flowable fill is used as backfill for pipe or where flotation or misalignment may occur.
2. Place flowable fill to the designated fill line without vibration or other means of compaction. Do not place flowable fill during inclement weather, e.g. rain or ambient temperatures below 40ºF. Protect flowable fill from freezing for a period of 36 hours after placement.
3. Take all necessary precautions to prevent any damages caused by the hydraulic pressure of the fill during placement prior to hardening. Provide the means to confine the material within the designated space.

F. Acceptance.

1. Acceptance of flowable fill will be based on the following documentation and a minimum temperature of flowable fill at the point of delivery of 50ºF.
2. Furnish a delivery ticket to the Engineer for each load of flowable fill delivered to the worksite. Ensure that each ticket contains the following information:
   a. Project designation,
   b. Date,
   c. Time,
   d. Class and quantity of flowable fill,
   e. Actual batch proportions,
   f. Free moisture content of aggregates,
   g. Quantity of water withheld.
3. Leave the fill undisturbed until the material obtains sufficient strength. Sufficient strength, unless otherwise required by the Engineer, is 35 psi penetration resistance as measured using a hand held penetrometer in accordance with ASTM C-403. Provide a hand held penetrometer to measure the penetration resistance of the hardened flowable fill.

G. Method of Measurement

1. Flowable fill will be measured for payment in cubic yards in place, as accepted by the Engineer, when shown as a pay item in the Contract. When flowable fill is not shown as a pay item, include the cost of the work in the bid price for the appropriate item.

H. Basis of Payment.

1. When the item of flowable fill is included in the Contract, payment will be made at the Contract unit price per cubic yard. Such price and payment will include all cost of the mixture, in place and accepted, determined as specified above. No measurement and payment will be made for material placed outside the neat line limits or outside the adjusted limits, or for unused or wasted material.
2. Payment will be made under: No item for direct payment of flowable fill is provided by the Contract, the costs for performing all work and meeting the requirements of this Article will be included among the various scheduled items of the Contract.

160 TYPE “B” STABILIZATION (SECTION 160)

A. Page 188, Section 160 – Stabilizing

1. Delete the words "bearing value" or "Limerock Bearing Ratio Method" where they occur throughout this section and substitute the words "California Bearing Ratio."
2. Delete all contrary references to density requirements and substitute with the following:
   a. Compaction - The density requirements for all embankment and subgrade involved in this Section shall be a minimum ninety five (95) percent for non-roadway areas and ninety eight (98) percent for roadway areas, of maximum density as determined by AASHTO T-180.
3. Delete all mention of Bearing Value requirements entirely and substitute with the following:
   a. California Bearing Ratio Requirements: Suitability of the soil to be compacted shall be determined by the California Bearing Ratio Test as outlined in ASTM D 1883-87. Tests shall be made on each separate course, generally before the materials have been compacted. Any areas where the materials have a C.B.R. value of less than thirty (30) at ninety five (95) percent of the maximum density as determined by AASHTO T-180 shall be stabilized (or further stabilized) as specified herein.

B. Page 189, Subarticle 160-4.1- Commercial and Local Materials – Add the following:

1. Except that the limerock used for stabilization shall have a minimum of at least fifty (50) percent carbonates of calcium and magnesium.

C. Page 192, Subarticle 160-7.2.1.2- Undertolerances In…;

1. is deleted in its entirety and replaced with the following:
   a. There shall be no undertolerances in the C.B.R. permitted.

D. Page 195, Article 160-9- Basis of Payment;

1. Is deleted in its entirety and replaced with the following:
   a. Payment for stabilizing including all labor and materials shall be made at the Contract Unit Price Bid as indicated in the Bid Form of the Proposal.
   b. Such price and payments shall constitute full compensation for all work specified in this Section for Type "B" Stabilization, including furnishing, spreading and mixing of all stabilizing material required and any reprocessing of stabilization areas necessary to attain the specified bearing value.
2. Payment will be made under:

Item No.	Description	Unit
160-4	Type “B” Stabilization (12” Thick)	S.Y.

DIVISION 200 BASE COURSE

200 LIMEROCK BASE (REV. 08-23-12)

A. Description.

1. Construct a base composed of limerock material. Perform work in accordance with an approved Quality Control Plan meeting the requirements of Article 105 of these Specifications.

B. Materials.

1. Limerock base:
   a. Meet the requirements of FDOT Section 911.
   b. Produced and obtained from an FDOT approved source listed on the current FDOT Approved Aggregate Products from Mines or Terminals Listings.
2. More than one source of base rock on a single Contract may be used provided that a single source is used throughout the entire width and depth of a section of base. Obtain approval from Engineer before placing material from more than one source. Place material to ensure total thickness single source integrity at any station location of the base.
3. Intermittent placement or “Blending” of sources is not permitted.
4. Do not use any of the existing base that is removed to construct the new base.
5. Limerock is referred to hereinafter as “rock”.

C. Equipment.

1. Use mechanical rock spreaders, equipped with a device that strikes off the rock uniformly to laying thickness, capable of producing even distribution. For crossovers, intersections and ramp areas; roadway widths of 20 feet or less; the main roadway area when forms are used and any other areas where the use of a mechanical spreader is not practicable; Contractor may spread the rock using bulldozers or blade graders.

D. Transporting Rock.

1. Transport the rock to its point of use, over rock previously placed if practicable, and dump it on the end of the preceding spread. Hauling and dumping on the subgrade will be permitted only when, in Engineer’s opinion, these operations will not be detrimental to the subgrade.

E. Spreading Rock.

1. Method of Spreading:
   a. Spread the rock uniformly.
   b. Remove all segregated areas of fine or coarse rock and replace them with properly graded rock.
2. Number of Courses:
   a. When the specified compacted thickness of the base is greater than 6 inches, construct the base in multiple courses of equal thickness. Individual courses shall not be less than 3 inches. The thickness of the first course may be increased to bear the weight of the construction equipment without disturbing the subgrade.
3. Approval requirements for thicker lifts.
   a. If, through field tests, Contractor can demonstrate that the compaction equipment can achieve density for the full depth of a thicker lift, and if approved by Engineer, the base may be constructed in successive courses of not more than 8 inches compacted thickness. Engineer will base approval on results of a test section constructed using Contractor’s specified compaction effort as follows:
      1) Notify Engineer prior to beginning construction of a test section.
      2) Construct a test section of the length of one LOT. Perform five QC density tests at random locations within the test section. At each test site, test the bottom 6 inches in addition to the entire course thickness. All QC tests and a Department Verification test must meet the density required by the Acceptance Criteria in this Article.
      3) Identify the test section with the compaction effort and thickness in the Logbook. Remove the materials above the bottom 6 inches, at no expense to the Department. The minimum density required on the thicker lift will be the average of the five results obtained on the thick lift in the passing test section.
      4) Maintain the exposed surface as close to “undisturbed” as possible; no further compaction will be permitted during the test preparation. If unable to achieve the required density, remove and replace or repair the test section to comply with the specifications at no additional expense to the Department. Contractor may elect to place material in 6 inches compacted thickness at any time.
      5) Once approved, a change in the source of base material will require the construction of a new test section. Do not change the compaction effort once the test section is approved. Engineer will periodically verify the density of the bottom 6 inches during thick lift operations.
      6) Engineer may terminate the use of thick lift construction and instruct Contractor to revert to the 6 inches maximum lift thickness if Contractor fails to achieve satisfactory results or meet applicable specifications.
4. Rock Base for Shoulder Pavement: Unless otherwise permitted, complete all rock base shoulder construction at any particular location before placing the final course of pavement on the traveled roadway. When dumping material for the construction of a rock base on the shoulders, do not allow material capable of scarring or contaminating the pavement surface on the adjacent

pavement. Immediately sweep off any rock material that is deposited on the surface course.

F. Compacting and Finishing Base.

1. General:

   a. Perform work in accordance with an approved Quality Control Plan meeting the requirements of Article 105 of these Specifications and the Acceptance Criteria herein below.

   b. Construct mainline pavement lanes, turn lanes, ramps, parking lots, concrete box culverts and retaining wall systems in sections of not less than 300 feet in length or for the full length of the rock base. For these, a LOT is defined as a single lift of finished embankment not to exceed 500 feet.

   c. Construct shoulder-only areas, bike/shared use paths, and sidewalks in sections of not less than 300 feet in length or for the full length of the rock base. For these, a LOT is defined as 1,000 feet or one Day's Production, whichever is greater. Shoulders compacted separately shall be considered separate LOTs.

2. Single Course Base: After spreading, scarify the entire surface. Shape the base to produce the required grade and cross-section, free of scabs and laminations, after compaction.

3. Multiple Course Base: Clean the first course of foreign material, then blade and bring it to a surface cross-section approximately parallel to the finished base. Before spreading any material for the upper courses, allow Engineer to make density tests for the lower courses to determine that the required compaction has been obtained. After spreading the material for the top course, scarify finish and shape its surface to produce the required grade and cross-section, free of scabs and laminations, after compaction.

4. Moisture Content: When the material does not have the proper moisture content to ensure the required density, wet or dry it as required. When adding water, uniformly mix it in to the full depth of the course that is being compacted. During wetting or drying operations, manipulate, as a unit, the entire width and depth of the course that is being compacted.

5. Thickness Requirements: Within the entire limits of the length and width of the finished base, meet the specified plan thickness in accordance with the Quality Control requirements specified in Depth and Surface Testing Requirements subarticle herein below.

6. Correction of Defects:

   a. Contamination of Base Material: If, at any time, the subgrade material becomes mixed with the base course material, dig out and remove the mixture, and reshape and compact the subgrade. Then replace the materials removed with clean base material, and shape and compact as specified above. Perform this work at no expense to the Department.

   b. Cracks and Checks: If cracks or checks appear in the base, either before or after priming, which, in the opinion of Engineer, would impair the structural efficiency of the base, remove the cracks or checks by rescarifying, reshaping, adding base material where necessary, and recompacting.

7. Compaction of Widening Strips:

   a. Where base construction consists of widening strips and the trench width is not sufficient to permit use of standard base compaction equipment, compact the base using vibratory compactors, trench rollers or other special equipment which will achieve the density requirements specified herein.

   b. When multiple course base construction is required, compact each course prior to spreading material for the overlaying course.

G. Acceptance Criteria:

1. Density: Within the entire limits of the width and depth of the base, obtain a minimum density in any LOT of 98% of modified Proctor maximum density as determined by FM 1-T 180, Method D. For shoulder only areas and bike/shared use paths, obtain a minimum density of 95% of the modified Proctor maximum density as determined by FM 1-T 180, Method D.

2. Frequency: Conduct QC sampling and testing at a minimum frequency listed in the table below. Engineer will perform Verification sampling and tests at a minimum frequency listed in the tables below.

Mainline Pavement Lanes, Turn Lanes, Ramps, Parking Lots, Concrete Box Culverts and Retaining Wall Systems		
Test Name	Quality Control	Verification
Modified Proctor Maximum Density	One per eight consecutive LOTs	One per 16 consecutive LOTs
Density	One per LOT	One per four LOTs
Roadway Surface	Ten per LOT	Witness
Roadway Thickness	Three per LOT	Witness

Shoulder-Only, Bike/Shared Use Path and Sidewalk Construction		
Test Name	Quality Control	Verification
Modified Proctor Maximum Density	One per two LOTs	One per four LOTs
Density	One per LOT	One per two LOTs
Surface	Five per 500 feet	Witness
Thickness	Three per 600 consecutive feet	Witness

3. Initial Equipment Comparison:

   a. Before initial production, perform a comparison test using the Quality Control, Verifications and Independent Assurance gauges. Unless Engineer instructs, do not perform the initial equipment comparison more than once per project. When comparing the computed dry density of one nuclear gauge to a second gauge, ensure that the difference

between the two computed dry densities does not exceed 2 lb/ft^3 between gauges from the same manufacturer, and 3 lb/ft^3 between gauges from different manufacturers. Repair or replace any Quality Control gauge that does not compare favorably with the Independent Assurance gauge.

b. Perform a comparison analysis between the Quality Control nuclear gauge and the Verification nuclear gauge any time a nuclear gauge or repaired nuclear gauge is first brought to the project. Repair and replace any Quality Control gauge that does not compare favorably with the Verification gauge at any time during the remainder of the project. Calibrate all Quality Control gauges annually.

4. Initial Production Lot:

a. Before construction of any other LOT, prepare a 500-foot initial control section consisting of one full LOT in accordance with the approved Quality Control Plan for the Project.

b. Notify Engineer at least 24 hours prior to production of the initial control section. Perform all QC tests required herein below. When the initial Quality Control test results pass specifications, Engineer will perform a Verification test to verify compliance with the specifications.

c. Do not begin constructing another LOT until successfully completing the initial production LOT. Engineer will notify Contractor of the initial production lot approval within three working days after receiving Contractor's Quality Control data when test results meet the following conditions:

1) Quality Control tests must meet the specifications.

2) Verification test must meet the specifications.

3) Difference between Quality Control and Verification computed Dry Density results shall meet the requirements provided above for Initial Equipment Comparison.

4) If Verification test result fails the density requirements of the Acceptance Critera, correct the areas of non-compliance. The Quality Control and Verification tests will then be repeated. Engineer will reject Contractor's Quality Control Plan after three unsuccessful Verification attempts. Submit a revised Quality Control Plan to Engineer for approval.

5. Density over 105%:

a. When a QC computed dry density results in a value greater than 105% of the applicable Proctor maximum dry density, Engineer will perform an Independent Verification density test within 5 feet.

b. If the Independent Verification density results in a value greater than 105%, Engineer will investigate the compaction methods, examine the applicable Standard Proctor Maximum Density and material description.

c. Engineer may collect and test an Independent Verification Standard Proctor Maximum Density sample for acceptance in accordance with the Acceptance Criteria.

6. Quality Control Tests:

a. Standard Proctor Maximum Density Determination: Determine the Quality Control standard Proctor maximum density and optimum moisture content by sampling and testing the material in accordance with the specified test method listed in the Acceptance Criteria.

b. Density Testing Requirements: Ensure compliance to the requirements of the Acceptance Criteria by Nuclear Density testing in accordance with FM 1-T 238. Determine the in-place moisture content for each density test. Use Florida Method FM 1-T 238, FM 5-507 (Determination of Moisture Content by Means of a Calcium Carbide Gas Pressure Moisture Tester), or ASTM D-4643 (Laboratory Determination of Moisture Content of Granular Soils By Use of a Microwave Oven) for moisture determination.

c. Soil Classification: Perform soil classification tests on the sample collected for the Standard Proctor Maximum Density Determination above, in accordance with AASHTO T-88. Classify soils in accordance with AASHTO M–145 in order to determine compliance with embankment utilization requirements. Unless required by Engineer, do not test or classify materials for stabilized subgrade or base.

7. Department Verification:

a. Engineer will conduct a Verification test(s) in order to accept all materials and work associated with the Quality Control Tests. Engineer will verify the Quality Control results if they meet the Verification Comparison Criteria, otherwise Engineer will implement Resolution procedures.

b. Engineer will select test locations, including Station, Offset, and Lift, using a Random Number generator based on the Lots under consideration. Each Verification test evaluates all work represented by the Quality Control testing completed in those LOTs.

c. In addition to the Verification testing, Engineer may perform additional Independent Verification (IV) testing. Engineer will evaluate and act upon the IV test results in the same manner as Verification test results.

d. When the project requires less than four Quality Control tests per material type, Engineer reserves the right to accept the materials and work through visual inspection.

8. Reduced Testing Frequency: When no Resolution testing is required for 12 consecutive verified LOTs, or if required, the QC test data was upheld, reduce the QC density testing to one test every two LOTs by identifying the substantiating tests in the Density Log Book and notifying Engineer in writing prior to starting reduced frequency of testing. Generate random numbers based on the two LOTs under consideration. When Quality Control test frequency is reduced to one every two LOTs, obtain Engineer's approval to place more than one LOT over an untested LOT. Assure similar compaction efforts for the untested LOTs. If the Verification test fails, and Quality Control test data is not upheld by Resolution testing, the Quality Control testing will revert to the original frequency of one Quality Control test per LOT. Do not apply reduced testing

frequency in construction of shoulder-only areas, bike/shared use paths and sidewalks.

9. Quality Control Testing:

   a. Modified Proctor Maximum Density Requirement: Collect enough material to split and create three separate samples and retain two for Engineer's Verification and Resolution testing until Engineer accepts the 16 LOTs represented by the samples.

   b. Depth and Surface Testing Requirements:

      1) Notify Engineer a minimum of 24 hours before checking base depths and surface checking. Determine test locations including Stations and Offsets, using the Random Number generator approved by the Department. Do not perform depth and surface checks until Engineer is present to witness. Perform thickness check on the finished base or granular subbase component of a composite base. Provide traffic control, coring/boring equipment, and an operator for the coring/boring equipment. Traffic control is to be provided in accordance with the standard maintenance of traffic requirements of the Contract.

      2) The thickness is considered deficient, if the measured depth is over 1/2 inch less than the specified thickness. Correct all deficient areas of the completed base by scarifying and adding additional base material. As an exception, if authorized by the Department, such areas may be left in place without correction and with no payment.

      3) Check the finished surface of the base course with a template cut to the required crown and with a 15 foot straightedge laid parallel to the centerline of the road. Correct all irregularities greater than 1/4 inch to the satisfaction of the Engineer by scarifying and removing or adding rock as required, and recompact the entire area as specified hereinbefore.

   c. Surface & Thickness Reduced Testing Frequency: When no Resolution testing is required for 12 consecutive verified LOTs, or if required, the QC test data was upheld, reduce the QC surface and/or thickness checks to one half the minimum requirements as stated in the frequency requirements above (e.g. Reduce frequency from ten per LOT to ten per two LOTs) by identifying the substantiating tests and notifying Engineer in writing prior to starting reduced frequency of testing. If the Verification test fails, and Quality Control test data is not upheld by Resolution testing the Quality Control testing will revert to the original frequency required by the Acceptance Criteria above. The results of the Independent Verification testing will not affect the frequency of the Quality Control testing.

10. Department Verification Tests:

   a. Maximum Density: Engineer will randomly select one of the remaining two split samples and test in accordance with FM 1-T 180, Method D.

   b. Thickness and Surface Testing Requirements: The Department will witness the base depth and surface checks to ensure compliance with the Depth and Surface Testing Requirements above. If the QC test results are not deficient as defined therein, the LOT or 500-foot section will be accepted. If the QC test results are deficient, resolve deficiencies in accordance with the Depth and Surface Testing Requirements. Repeat acceptance testing. Provide traffic control, coring/boring equipment, and an operator for the coring/boring equipment.

   c. Verification Comparison Criteria and Resolution Procedures:

      1) Modified Proctor Maximum Density: Engineer will compare the Verification test results for Maximum Density to the corresponding Quality Control test results. If the test result is within 4.5 lb/ft3 of the QC test result, the LOTs will be verified. Otherwise, Engineer will collect the Resolution split sample corresponding to the Verification sample tested. The State Materials Office or an AASHTO accredited laboratory designated by the State Materials Office will perform Resolution testing. The material will be sampled and tested in accordance with FM 1-T 180, Method D.

      2) Engineer will compare the Resolution Test results with the Quality Control test results. If the Resolution Test result is within 4.5 lb/ft^3 of the corresponding Quality Control test result, Engineer will use the Quality Control test results for material acceptance purposes for each corresponding set of LOTs. If the Resolution test result is not within 4.5 lb/ft^3 of the corresponding Quality Control test, Engineer will collect the remaining Verification split sample for testing. Verification Test results will be used for material acceptance purposes for the LOTs in question.

      3) Density: When a Verification or Independent Verification density test does not meet the requirements of the Acceptance Criteria, retest at a site within a 5 feet radius of the Verification test location and observe the following:

         a) If the Quality Control retest meets the Acceptance Criteria and compares favorably with the Verification or Independent Verification test, Engineer will accept the LOTs in question.

         b) If the Quality Control retest does not meet the Acceptance Criteria and compares favorably with the Verification or Independent Verification test, rework and retest the material in that LOT. Engineer will re-verify the LOTs in question.

         c) If the Quality Control retest and the Verification or Independent Verification test do not compare favorably, complete a new Equipment-Comparison Analysis. Once acceptable comparison is achieved, retest the LOTs. Engineer will perform new verification testing. Acceptance testing will not begin on a new LOT until Contractor has a gauge that meets the comparison requirements.

4) Thickness and Surface Testing Requirements: Resolve deficiencies in accordance with the Depth and Surface Testing Requirements above.

H. Priming and Maintaining.

1. Priming: Apply the prime coat only when the base meets the specified density requirements and when the moisture content in the top half of the base does not exceed the optimum moisture of the base material. At the time of priming, ensure that the base is firm, unyielding and in such condition that no undue distortion will occur.
2. Maintaining: Maintain the true crown and template, with no rutting or other distortion, while applying the surface course.

I. Thickness of Base.

1. Engineer will determine, as follows, the average thickness of the compacted limerock base for use in the measurements specified in the Method of Measurement:
   a. Average thickness will be calculated per typical cross-section for the entire job as a unit.
   b. Any measured thickness that is more than 1/2 inch greater than the design thickness shown on the typical cross-section in the Plans or, when no plans exist, the thickness specified in the description of the Contract pay item, will be considered as the design or specified thickness plus 1/2 inch.
   c. Any areas of existing base left in place will not be included in the calculations.

J. Method of Measurement.

1. The quantity to be paid for will be the pay area in square yards of limerock base constructed pursuant to these specifications that is measured, adjusted as specified below, and accepted by Engineer.
   a. Normal Thickness Base: The surface area of specified normal thickness base to be adjusted will be the measured quantity as specified above, omitting any areas not accepted for payment under Subarticle 200-J.2 below, and omitting areas which are to be included for payment under the Method of Measurement for Variable Thickness Base Authorized by Engineer. The pay area is determined by adjusting the aforementioned surface area using the formula below limited to a maximum for the final pay area of 105 percent of the surface area.
      1) Pay Area = Surface Area × ((Calculated Average Thickness per these Specifications)/(Plan or Specified Thickness))
   b. Variable Thickness Base Authorized by Engineer: Where the base is constructed to an authorized compacted thickness other than the normal thickness as shown on the typical section in the Plans, as specified on the Plans, the thickness specified in the description of the Contract pay item, or ordered as by Engineer for providing additional depths at culverts or bridges, or for providing transitions to connecting pavements; the volume of such authorized variable thickness compacted base will be calculated from authorized lines and grades, or by other methods selected by Engineer, and converted to equivalent square yards of normal thickness base for payment.
2. Additional areas that will not be included in the above measurements for payment include:
   a. Areas of existing base left in place;
   b. Areas where under-thickness is in excess of the allowable tolerance as specified in Subarticle 200-G.9; and
   c. Areas where the work under other Contract pay item(s) includes the construction or restoration of a limerock base.

K. Basis of Payment.

1. Price and payment will be full compensation for all the work specified in this Article, including correcting all defective surface and deficient thickness, removing cracks and checks as provided above in Crack and Checks, prime coat application meeting the requirements of FDOT Section 300, and the additional rock required for crack elimination.
2. Payment will be made under the item(s) below that are provided in the Contract having awarded Contract unit price(s)

Item No.	Description	Unit
200-2	Base Preparation for New Sidewalk Construction	SY
210-1-2	Limerock Base (8” double course primed)	SY

327 MILLING OF EXISTING ASPHALT PAVEMENT (REV. 05-14-12)

A. Description.

1. At the locations and to the average depth of cut specified by the Contract Documents or Work Order, remove existing asphalt concrete pavement by milling to improve the rideability and cross slope of the finished pavement, to lower the finished grade adjacent to existing curb prior to resurfacing, or to completely remove existing pavement.
2. Take ownership of milled material.

B. Equipment.

1. Provide a milling machine capable of maintaining a depth of cut and cross slope that will achieve the results specified in the Contract Documents or Engineer. Use a machine with a minimum overall length (out to out measurement excluding the conveyor) of 18 feet and a minimum cutting width of 6 feet.
2. Equip the milling machine with a built-in automatic grade control system that can control the transverse slope and the longitudinal profile to produce the specified results.
3. To start the project, Engineer will approve any commercially manufactured milling machine that meets the above requirements. If it becomes evident after starting milling that the milling machine cannot consistently produce the specified results, Engineer will reject the milling machine for further use.
4. Contractor may use a smaller milling machine when milling to lower the grade adjacent to existing curb or other areas where it is impractical to use the above described equipment.
5. Equip the milling machine with means to effectively limit the amount of dust escaping during the removal operation.
6. For complete pavement removal, Engineer may approve the use of alternate removal and crushing equipment in lieu of the equipment specified above.

C. Construction.

1. General:
   a. Remove the existing raised reflective pavement markers prior to milling. Include the cost of removing existing pavement markers in the price for milling.
   b. When milling to improve rideability or cross slope, remove the existing pavement to the average depth specified by the Contract Documents or Work Order, in a manner that will restore the pavement surface to a uniform cross-section and longitudinal profile. Engineer may require the use of a stringline to ensure maintaining the proper alignment.
   c. Establish the longitudinal profile of the milled surface in accordance with the milling plans. Ensure that the final cross slope of the milled surface parallels the surface cross slope shown on the Plans or as directed by Engineer. Establish the cross slope of the milled surface by a second sensing device near the outside edge of the cut or by an automatic cross slope control mechanism. The Plans may waive the requirement of automatic grade or cross slope controls where the situation warrants such action.
   d. Operate the milling machine to minimize the amount of dust being emitted. Engineer may require prewetting of the pavement.
   e. Provide positive drainage of the milled surface and the adjacent pavement. Perform this operation on the same day as milling. Repave all milled surfaces no later than the day after the surface was milled unless otherwise stated in the plans.
   f. If traffic is to be maintained on the milled surface prior to the placement of the new asphalt concrete, provide suitable transitions between areas of varying thickness to create a smooth longitudinal riding surface. Produce a pattern of striations that will provide an acceptable riding surface. Engineer will require the control the traveling speed of the milling machine to produce a texture that will provide an acceptable riding surface.
   g. Prior to opening an area which has been milled to traffic, sweep the pavement with a power broom or other approved equipment to remove, to the greatest extent practicable, fine material which will create dust under traffic. Sweep in a manner that will minimize the potential for creation of a traffic hazard and to minimize air pollution.
   h. Sweep the milled surface with a power broom prior to placing asphalt concrete.
   i. In urban and other sensitive areas, use a street sweeper or other equipment capable of removing excess milled materials and controlling dust. Obtain Engineer's approval of such equipment, contingent upon its demonstrated ability to do the work.
   j. Perform the sweeping operation immediately after the milling operations or as directed by Engineer.
2. Quality Control Requirements:
   a. Furnish an electronic level with a length of 4 feet and an accuracy of plus or minus 0.1 degree approved by Engineer for the control of cross slope. Make this electronic level available at the jobsite at all times during milling operations. Calibrate and compare electronic levels at a minimum frequency of once per day before any milling operation, and at any time as directed by Engineer. If the comparison between the QC and Verification levels is within the comparison tolerance of plus or minus 0.2%, the QC level is considered to compare favorably and can be used for measurement and acceptance of cross slopes. If the levels do not compare favorably, perform a second comparison using another calibrated electronic level (PWWM or Contractor) for resolution. If this resolution level compares favorably with the QC level, the QC

level is considered to be verified. If the second level does not compare favorably with the QC level, discontinue the use of the QC electronic level and obtain another approved electronic level that meets the requirements of this specification. Regardless of the comparison analysis outcome, Contractor assumes all risk associated with placing the pavement at the correct cross slope.

b. Multiple cuts may be made to achieve the required pavement configuration or depth of cut. Measure the cross slope of the milled surface by placing the level at the center location of a lane and perpendicular to the roadway centerline. Record all the measurements to the nearest 0.1% on an approved form and submit to Engineer for documentation.

   1) Tangent Sections: Measure the cross slope per lane at a minimum frequency of one measurement every 100 feet. Calculate the absolute deviation of cross slope at each measurement and then average the absolute deviation of ten consecutive cross slope measurements. The absolute deviation is the positive value of a deviation. When the average absolute deviation cross slope is consistently within the acceptance tolerance as shown in Table 327-1 and upon approval by Engineer, the frequency of the cross slope measurements can be reduced to one measurement every 200 feet during milling operations.

   2) Superelevated Sections: Measure the cross slope every 100 feet per lane within the length of full superelevation. Calculate the absolute deviation of each measurement and then average the absolute deviation of ten consecutive cross slope measurements. For every transition section, measure the cross slope at control points identified in the plans or, if not shown in the plans, at a control point at a location of 0.0% cross slope. For curves where the length of the fully superelevated section is less than 250 feet, measure the cross slope at the beginning point, midpoint and ending point of the fully superelevated section, calculate the absolute deviation and average. When the number of measurements is less than ten and the length of full superelevation is greater than 250 feet, average the absolute deviation of all measurements.

c. If the average absolute deviation of the cross slope measurements falls outside the acceptance tolerance shown in Table 327-1, stop the milling operations and make adjustments until the problem is resolved to the satisfaction of Engineer. If an individual cross slope deviation falls outside the acceptance tolerance as shown in Table 327-1, make corrections only in the deficient area to the satisfaction of Engineer at no cost to the Department. For pavement with multiple cuts, the deficient areas not caused by the final cut may be left in place upon approval of Engineer. All milling corrections shall be completed before placement of the asphalt course unless stated otherwise in the plans or as determined by Engineer.

d. The limits of deficient areas requiring correction may be verified and adjusted with more accurate measurement methods, including survey instruments, upon approval by Engineer at no cost to the Department. Should Contractor wish to have any corrections waived, submit a request to Engineer for approval. Engineer may waive the corrections at no reduction in payment if an engineering determination indicates that the deficiencies are sufficiently separated so as not to significantly affect the final cross slope or project grade.

e. For intersections, tapers, crossovers, transitions at the beginning and end of the project, bridge approaches and similar areas, adjust the cross slope to match the actual site conditions, or as directed by Engineer.

TABLE 327-1
Cross Slope Milling Acceptance Tolerance

Roadway Feature	Individual Absolute Deviation	Average Absolute Deviation
Tangent section (including turn lanes)	0.4%	0.2%
Superelevated curve	0.4%	0.2%
Shoulder	0.5%	0.5%

D. Milled Surface.

1. Provide a milled surface with a reasonably uniform texture, within 1/4 inch of a true profile grade, and with no deviation in excess of 1/4 inch from a straightedge applied to the pavement perpendicular to the centerline. Ensure that the variation of the longitudinal joint between multiple cut areas does not exceed 1/4 inch. Engineer may accept areas varying from a true surface in excess of the above stated tolerance without correction if Engineer determines that they were caused by a pre-existing condition which could not have reasonably been corrected by the milling operations. Correct any unsuitable texture or profile, as determined by Engineer, at no additional expense to the Department.

2. Engineer may require remilling of any area where a surface lamination causes a non-uniform texture to occur.

E. Method of Measurement.

1. The quantity to be paid for will be the area, in square yards, over which milling is completed and accepted by Engineer.

F. Basis of Payment.

1. Price and payment will be full compensation for all work specified in this Article, including hauling off and stockpiling or otherwise disposing of the milled material.

2. Payment will be made under:

Item No.	Description	Unit
327- 70	Milling Existing Asphalt Pavement	SY

334 HOT MIX ASPHALT (REV. 05-3-11)

A. Description.

1. General.

a. Construct plant mixed Hot Mix Asphalt (HMA) pavements based on the type of mixture specified in the Contract Documents and for the Asphalt Work Categories defined below.

b. Meet all applicable requirements for plants, material, equipment, and construction specified herein.

2. Asphalt Work Categories.

a. Asphalt Work Category 1: Includes the construction of bike paths.

b. Asphalt Work Category 2: Includes the construction of paved shoulders and other non-mainline pavement locations.

c. Asphalt Work Category 3: Includes the construction of new mainline and turn lanes HMA pavement, milling and resurfacing.

3. Mix Types.

a. Use a HMA mix that meets the requirements of this specification.

b. In the event a mix type is not identified in the Contract Documents use, subject to Engineer's approval, the appropriate HMA mix from Table 1 below.

c. Mixtures are based on the design traffic level of the project, expressed in 18,000 pounds Equivalent Single Axle Loads (ESAL's).

d. A Type SP or FC mix one traffic level higher than the traffic level specified in the Contract may be substituted, at no additional cost.

Table 1
HMA Fine Mix Types

Asphalt Work Category	Mix Types	Traffic Level[2]
1	Type SP-9.5[1]	A
2	Structural Mixes: Types SP-9.5 or SP-12.5[1] Friction Mixes: Types FC-9.5 or FC-12.5[1]	B or C
3	Structural Mixes: Types SP-9.5 or SP-12.5 Friction Mixes: Types FC-9.5 or FC-12.5	C

[1] Equivalent mixes may be approved as determined by the Engineer.

[2] Traffic Level (1x106 ESAL's): A is <0.3; B is 0.3 to <3; and C is 3 to <10

4. Gradation Classification.

a. Use only fine HMA mixes meeting the requirements of subarticle C.2.b below. The equivalent AASHTO nominal maximum aggregate size Superpave mixes are as follows:

1) Type SP-9.5, FC-9.5 ……. 9.5 mm (3/8")

2) Type SP-12.5, FC-12.5 …….. 12.5 mm (1/2")

5. Total Pavement Thickness.

a. The total pavement thickness of the HMA Pavement will be based on a specified spread rate or plan thickness as shown in the Contract Documents. Before paving, propose a spread rate or thickness for each individual layer meeting the requirements of this specification, which when combined with other layers (as applicable) will equal the plan spread rate or thickness.

b. 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:

1) Spread rate (lbs/yd^2) = t x G_{mm} x 43.3 where:

a) t = Thickness (in.) (Plan thickness or individual layer thickness)

b) G_{mm} = Maximum specific gravity from the mix design

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

c. Plan quantities are based on a G_{mm} of 2.540, corresponding to a spread rate of 110 lbs. per square yard per inch. Pay quantities will be based on the actual maximum specific gravity of the mix being used.

6. Layer Thicknesses.

a. Structural Course Layer(s):

1) Unless otherwise called for in the Contract Documents, the allowable layer thicknesses for fine Type SP HMA mixes are as follows:

a) Type SP-9.5……...1 - 1 1/2 inches

b) Type SP-12.5……...1 1/2 - 2 1/2 inches

2) Fine Type SP-9.5 mixes are limited to the top two structural layers, two layers maximum.

b. Friction Course Layer (FC-12.5 and FC-9.5):

1) The thickness of the friction course layer will be the plan thickness as shown in the Contract Document or as directed in writing by the Engineer. For construction purposes, the plan thickness will be converted to spread rate as defined in Subarticle A.5 above.

7. Additional Requirements.

a. Type SP HMA fine mixtures:

1) When construction includes the paving of adjacent shoulders (≤5 feet wide), the layer thickness for the upper pavement layer and shoulder shall be the same and paved in a single pass, unless otherwise called for in the Contract Documents.

2) For overbuild layers, use the minimum and maximum layer thicknesses as specified above unless called for differently in the Contract Documents. On variable thickness overbuild layers, the minimum allowable thickness may be reduced by 1/2 inch, and the maximum allowable thickness may be increased by 1/2 inch, unless called for differently in the Contract Documents.

8. Weight of Mixture.

a. The weight of the mixture shall be determined as provided in FDOT 320-2.2 (Electronic Weigh Systems).

B. Materials.

1. General Requirements: Meet the material requirements specified in FDOT Division III (Materials). Specific references as follows:

Superpave PG Asphalt Binder	FDOT 916-1
Recycling Agents	FDOT 916-2
Course Aggregate	FDOT Section 901
Fine Aggregate	FDOT Section 902

2. Asphalt Binder:

a. For Type SP Mixtures:

1) Unless specified elsewhere in the Contract Documents, use a PG 67-22 asphalt binder from the FDOT's Qualified Products List (QPL).

2) Meet the requirements of FDOT Section 916 and Subarticle B.4 below.

b. For Type FC Mixtures:

1) Use an ARB-5 asphalt rubber binder meeting the requirements of FDOT Section 336 and any additional requirements or modifications specified herein for the various mixtures.

2) If called for in the Contract Documents, use a PG 76-22 asphalt binder meeting the requirements of FDOT 916-1.

3) For projects with a total quantity of FC-9.5 or FC-12.5 less than 500 tons, the Contractor may elect to substitute for the ARB-5, a PG 76-22 Asphalt Binder that meets the requirements of FDOT 916-1.

3. Aggregate:

a. Provide certification from the aggregate supplier that the material meets all requirements for construction aggregates stipulated in the Contract Documents.

b. Aggregates and sources used must be identified in the FDOT "Approved Aggregate Products from Mines or Terminals" current listings.

c. For Type FC mixes:

1) Use an aggregate blend that consists of crushed granite, crushed Oolitic limestone, other crushed materials (as approved by FDOT for friction courses per Rule 14-103.005, Florida Administrative Code), or a combination of the above. Crushed limestone from the Oolitic formation may be used if it contains a minimum of 12% silica material as determined by FDOT Test Method FM 5-510 and FDOT grants approval of the source prior to its use. As an exception, mixes that contain a minimum of 60% crushed granite may either contain:

a) Up to 40% fine aggregate from other sources, or

b) A combination of up to 15% Reclaimed Asphalt Pavement (RAP) Material and the remaining fine aggregate from other sources.

c) A list of aggregates approved for use in friction courses may be available on the FDOT's website. The URL for obtaining this information, if available, is: ftp://ftp.dot.state.fl.us/fdot/smo/website/sources/frictioncourse.pdf.

4. Reclaimed Asphalt Pavement (RAP) use in Type SP asphalt mixture:

a. General requirements: RAP may be used as a component of the Type SP asphalt mixture, if approved by the Engineer. Usage of RAP is subject to the following requirements:

1) Limit the amount of RAP material used in the mix to a maximum of 50 percent by weight of total aggregate.

2) When using a PG 76-22 Asphalt Binder, limit the amount of RAP material used in the mix to a maximum of 15 percent by weight of total aggregate.

3) Provide stockpiled RAP material that is reasonably consistent in characteristics and contains no aggregate particles which are soft or conglomerates of fines.

4) Provide RAP material having a minimum average asphalt content of 4.0 percent by weight of total mix. The Engineer may sample the stockpile to verify that this requirement is met.

5) Use a grizzly or grid over the RAP cold bin, in-line roller crusher, screen, or other suitable means to prevent oversized RAP material from showing up in the completed recycle mixture. If oversized RAP material appears in the completed recycle mix, take the appropriate corrective action immediately. If the appropriate corrective actions are not immediately taken, stop plant operations.

b. Material Characterization: Assume responsibility for establishing the asphalt binder content, gradation, viscosity and bulk specific gravity (Gsb) of the RAP material based on a representative sampling of the material.

c. Asphalt Binder for Mixes with RAP:

1) Select the appropriate asphalt binder grade based on Table 2 below.

2) The Engineer reserves the right to change the asphalt binder type and grade at design based on the characteristics of the RAP asphalt binder, and reserves the right to make changes during production.

3) Maintain the viscosity of the recycled mixture within the range of 5,000 to 15,000 poises.

Table 2 Asphalt Binder Grade for Mixes Containing RAP	
Percent RAP	Asphalt Binder Grade
<20	PG 67-22
20 – 29	PG 64-22
≥ 30	Recycling Agent

C. Composition of Mixture.

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.

2. Mix Design:

a. General: Design the asphalt mixture in accordance with AASHTO R35 04, except as noted herein. Submit the proposed mix design with supporting test data indicating compliance with all mix design criteria to the Engineer. Prior to the production of any asphalt mixture, obtain the Engineer's conditional approval of the mix design. If required by the Engineer, send representative samples of all component materials, including asphalt binder to a laboratory designated by the Engineer for verification. The Engineer will consider any marked variations from original test data for a mix design or any evidence of inadequate field performance of a mix design as sufficient evidence that the properties of the mix design have changed, and at his discretion, the Engineer may no longer allow the use of the mix design.

b. Mixture Gradation Requirements: Combine the aggregates in proportions that will produce an asphalt mixture meeting all of the requirements defined in this specification and conform to the gradation requirements at design as defined in AASHTO M323 04, Table 3. Aggregates from various sources may be combined.

1) Mixture Gradation Classification: Plot the combined mixture gradation on an FHWA 0.45 Power Gradation Chart. Include the Control Points from AASHTO M323 04, Table 3, as well as the Primary Control Sieve (PCS) Control Point from AASHTO M323 04, Table 4. Fine mixes are defined as having a gradation that passes above or through the primary control sieve control point. Use only fine mixes.

c. Gyratory Compaction: Compact the design mixture in accordance with AASHTO T312 04. Use the number of gyrations as defined in AASHTO R35 04, Table 1.

d. Design Criteria: Meet the requirements for nominal maximum aggregate size as defined in AASHTO M323 04, as well as for relative density, VMA, VFA, and dust-to-binder ratio as specified in AASHTO M323 04, Table 6.

e. Moisture Susceptibility:

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

2) In lieu of moisture susceptibility testing, add a liquid anti-stripping agent from the FDOT's Qualified Products List. Add 0.5% liquid anti-stripping agent by weight of binder.

f. 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.

4) The gradation and proportions of the raw materials as intended to be combined in the paving mixture. The gradation of the component materials shall be representative of the material at the time of use. Compensate for any change in aggregate gradation caused by handling and processing as necessary.

5) A single percentage of the combined mineral aggregate passing each specified sieve. Degradation of the aggregate due to processing (particularly material passing the No. 200 sieve) should be accounted for and identified.

6) The bulk specific gravity (G_{sb}) value for each individual aggregate and RAP component.

7) A single percentage of asphalt binder by weight of total mix intended to be incorporated in the completed mixture, shown to the nearest 0.1 percent.

8) A target temperature at which the mixture is to be discharged from the plant and a target roadway temperature. Do not exceed a target temperature of 330°F for modified asphalts and 315°F for unmodified asphalts.

9) Provide the physical properties achieved at four different asphalt binder contents. One shall be at the optimum asphalt content, and must conform to all specified physical requirements.

10) The name of the Mix Designer.

11) The ignition oven calibration factor.

D. Contractor Quality Control.

1. Assume full responsibility for controlling all operations and processes such that the requirements of these Specifications are met at all times. Perform any tests necessary at the plant and Project site for quality control purposes.

2. Acceptance of any automatic delivery ticket printout, electronic weight delivery ticket, or other evidence of weight of the materials or approval of any particular type of materials or production methods will not constitute agreement by the County that such matters are in accordance with the Contract Documents and it shall be the Contractor's responsibility to ensure that the materials delivered to the project are in accordance with the Contract Documents.

E. General Construction Requirements.

1. Weather Limitations: Do not transport asphalt mix from the plant to the roadway unless all weather conditions are suitable for the laying operations.

2. Limitations of Laying Operations:

   a. General: Spread the mixture only when the surface upon which it is to be placed has been previously prepared, is intact, firm, and properly cured, and is dry.

   b. Air Temperature: Spread the mixture only when the air temperature in the shade and away from artificial heat is at least 40ºF for layers greater than 1 inch (100 lb/yd2) in thickness and at least 45ºF for layers 1 inch (100 lb/yd2) or less in thickness (this includes leveling courses). The minimum temperature requirement for leveling courses with a spread rate of 50 lb/yd2 or less is 50ºF.

3. Mix Temperature: Heat and combine the ingredients of the mix in such a manner as to produce a mixture with a temperature at the plant and at the roadway, within a range of ±30ºF from the target temperature as shown on the mix design. Reject all loads outside of this range.

4. Transportation of the Mixture: Transport the mixture in vehicles previously cleaned of all foreign material. After cleaning, thinly coat the inside surface of the truck bodies with soapy water or an asphalt release agent as needed to prevent the mixture from adhering to the beds. Do not allow excess liquid to pond in the truck body. Do not use diesel fuel or any other hazardous or environmentally detrimental material as a coating for the inside surface of the truck body. Cover each load at all times.

5. Preparation of Surfaces Prior to Paving:

   a. Cleaning: Clean the surface of all loose and deleterious material by the use of power brooms or blowers, supplemented by hand brooming where necessary.

   b. Patching and Leveling Courses: Where the HMA is to be placed on an existing pavement which is irregular, wherever the plans indicate, or if directed by the Engineer, bring the existing surface to proper grade and cross-section by the application of patching or leveling courses.

   c. 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.

   d. Tack Coat: Apply a tack coat on existing pavement structures that are to be overlaid with an asphalt mix and between successive layers of all asphalt mixes, unless directed otherwise by the Engineer. Use a tack coat product meeting FDOT Section 300 (Prime and Tack Coats for Base Courses). Use an emulsified tack coat spread rate of 0.02 to 0.08 gal/sy or as specified by the Engineer.

6. Paving:

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

   b. Rain and Surface Conditions: Immediately cease transportation of asphalt mixtures from the plant when rain begins at the roadway. Do not place asphalt mixtures while rain is falling, or when there is water on the surface to be covered. Once the rain has stopped and water has been removed from the tacked surface to the satisfaction of the Engineer and the temperature of the mixture caught in transit still meets the requirements as specified in subarticle E.3 above, the Contractor may then place the mixture caught in transit.

   c. Checking Depth of Layer: Check the depth of each layer at frequent intervals, and make adjustments when the thickness exceeds the allowable tolerance of 1/4". Address any material outside of this tolerance per the direction of the Engineer. When making an adjustment, allow the paving machine to travel a minimum distance of 32 feet to stabilize before the second check is made to determine the effects of the adjustment.

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

   e. 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.

   f. Thickness of Layers: Construct each course of Type SP mixtures in layers of thickness pursuant to subarticle A.6.a above.

7. Leveling Courses:

   a. Patching Depressions: Before spreading any leveling course, fill all depressions in the existing surface more

than 1 inch deep by spot patching with leveling course mixture, and compact thoroughly.

b. 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.

c. Rate of Application: When using Type SP-9.5 (fine graded) for leveling, do not allow the average spread of a layer to be less than 50 lb/yd2 or more than 75 lb/yd2. 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.

8. Compaction:

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

b. When density testing for acceptance is required (Asphalt Work Category 3), select equipment, sequence, and coverage of rolling to meet the specified density requirement. Regardless of the rolling procedure used, complete the final rolling before the surface temperature of the pavement drops to the extent that effective compaction may not be achieved or the rollers begin to damage the pavement.

c. When density testing for acceptance is not required (Asphalt Work Categories 1 and 2), use a rolling pattern approved by the Engineer.

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

9. Joints.

a. Transverse Joints: Construct smooth transverse joints, which are within 3/16 inch of a true longitudinal profile when measured with a 15 foot manual straightedge.

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

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

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

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

c. Pavement Smoothness: Construct a smooth pavement meeting the requirements of this Specification. Furnish a 15 foot manual and a 15 foot rolling straightedge meeting the requirements of FM 5-509. Make them available at the job site at all times during paving operations for Asphalt Work Category 3 and make them available upon request of the Engineer for Asphalt Work Categories 1 and 2.

1) Asphalt Work Category 3:

a) Acceptance Testing: Using a rolling straightedge, test the final Type SP structural layer and the Type FC layer, where a friction course is called for in the Contract Documents. 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.

b) Rolling Straightedge Exceptions: Testing with the rolling straightedge will not be required in the following areas: intersections, tapers, crossovers, parking lots and similar areas. In addition, testing with the rolling straightedge will not be performed on the following areas when they are less than 50 feet in length: turn lanes, acceleration/deceleration lanes and side streets. However, correct any individual surface irregularity in these areas that deviates from the plan grade in excess of 3/8 inch as determined by a 15 foot manual straightedge, and that the Engineer deems to be objectionable, in accordance with the requirement below for Correcting Unacceptable Pavement. The Engineer may waive or modify straightedging requirements if no milling, leveling, overbuild or underlying structural layer was placed on the project and the underlying layer was determined to be exceptionally irregular.

c) Final Type SP Structural Layer: Straightedge the final Type SP structural layer with a rolling straightedge 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 the requirements below for Correcting Unacceptable Pavement (structural layer). If the Type SP layer is to be the final surface, corrections may be waived by the Engineer. Retest the corrected areas.

d) Friction Course Layer: Where a friction course is called for in the Contract, at the completion of all paving operations, straightedge the friction course 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 the requirements below for Correcting Unacceptable Pavement (friction course), unless waived by the Engineer. Retest all corrected areas.

2) Asphalt Work Categories 1 and 2: If required by the Engineer, straightedge the final structural layer with a rolling straightedge, either behind the final roller of the paving train or as a separate operation. Correct all deficiencies in excess of 5/16 inch in accordance with the requirements below for Correcting Unacceptable Pavement (structural layer). Retest all corrected areas. If the Engineer determines that the deficiencies on a bicycle path are due to field geometrical conditions, the Engineer will waive corrections with no deduction to the pay item quantity.

d. Correcting Unacceptable Pavement:

1) General: Correct all areas of unacceptable pavement at no additional cost.

2) Structural Layers: Correct deficiencies in the Type SP structural layer by one of the following methods:

a) Remove and replace the full depth of the layer, extending a minimum of 50 feet on both sides of the defective area for the full width of the paving lane.

b) Mill the pavement surface to a depth and width that is adequate to remove the deficiency. (This option only applies if the structural layer is not the final surface layer.)

3) Friction Course: Correct deficiencies in the friction course layer by removing and replacing the full depth of the layer, extending a minimum of 50 feet on both sides of the defective area for the full width of the paving lane.

F. Acceptance of the Mixture.

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

a. Asphalt Work Category 1 – Certification by the Contractor as defined below.

b. Asphalt Work Category 2 – Certification and quality control testing by the Contractor as defined below.

c. Asphalt Work Category 3 – Quality control testing by the Contractor and acceptance testing by the Engineer as defined below.

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

3. Certification and Quality Control Testing by the Contractor: On Asphalt Work Category 2 construction, submit a Notarized Certification of Specification Compliance letter on company letterhead to the Engineer stating that all material produced and placed on the project was in substantial compliance with the Specifications, along with supporting test data documenting all quality control testing as described in the Quality Control Sampling and Testing Requirements (subarticle F.3.a. below). If so required by the Contract, utilize an Independent Laboratory as approved by the Engineer for the quality control testing. The mix will also require visual acceptance by the Engineer. In addition, the Engineer may run independent tests to determine the acceptability of the material.

a. Quality Control Sampling and Testing Requirements:

1) Perform quality control testing at a frequency of once per day. Obtain the samples in accordance with FDOT Method FM 1 T 168.

2) Test the mixture at the plant for gradation (P-8 and P-200) and asphalt binder content (Pb).

3) Test the mixture on the roadway for density using six-inch diameter roadway cores obtained at a frequency of three cores per day.

4) Determine the asphalt content of the mixture in accordance with FM 5 563.

5) Determine the gradation of the recovered aggregate in accordance with FM 1 T 030.

6) Determine the roadway density in accordance with FM 1 T 166. The minimum roadway density will be based on the percent of the maximum specific gravity (Gmm) from the approved mix design. If the Contractor or Engineer suspects that the mix design Gmm is no longer representative of the asphalt mixture being produced, then a new Gmm value will be determined from plant-produced mix with the approval of the Engineer. Roadway density testing will not be required in certain situations as described in the Acceptance Testing Exceptions (subarticle F.4.a below).

7) Assure that the asphalt content, gradation and density test results meet the criteria in Table 3 below.

Table 3
Quality Control and Acceptance Values

Characteristic	Tolerance
Asphalt Binder Content (percent)	Target ± 0.55
Passing No. 8 Sieve (percent)	Target ± 6.00
Passing No. 200 Sieve (percent)	Target ± 2.00
Roadway Density (average of three cores)	91.5% G_{mm}
Roadway Density (any single core)	90.0 % G_{mm}

4. Quality Control Testing by the Contractor and Acceptance Testing by the Engineer: On Asphalt Work Category 3, perform quality control testing as described in the Quality Control Sampling and Testing Requirements (subarticle F.3.a above). In addition, the Engineer will accept the mixture at the plant with respect to gradation (P-8 and P-200) and asphalt binder content (Pb). The mixture will be accepted on the roadway with respect to density. The Engineer will sample and test the material as described in subarticle F.3.a above. 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 3 above. Material failing to meet these acceptance criteria will be addressed as directed by the Engineer.

a. Acceptance Testing Exceptions:

1) When the total quantity of any mix type in the Project is less than 500 tons, or on Asphalt Work Category 1 construction, the Engineer will accept the mix on the basis of visual inspection. The Engineer may run independent tests to determine the acceptability of the material.

2) 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, first lift of asphalt base course placed on subgrade, miscellaneous asphalt pavement, or any course with a specified thickness less than 1 inch or a specified spread rate less than 100 lbs/sy. In addition, density testing for acceptance will not be performed on the following areas when they are less than 1,000 feet in length: crossovers, intersections, turning lanes, acceleration lanes, deceleration lanes, or ramps. Compact these courses in accordance with a standard rolling procedure approved by the Engineer. In the event that the rolling procedure deviates from the approved procedure, placement of the mix will be stopped.

G. Method of Measurement.

1. For the work specified under this Article, the quantity to be paid for will be the weight of the mixture, in tons.

2. The bid price for the asphalt mix will include the cost of the liquid asphalt or the asphalt recycling agent and the tack coat application as specified herein. There will be no separate payment or unit price adjustment for the asphalt binder material in the asphalt mix.

H. Basis of Payment.

1. General: Price and payment will be full compensation for all the work specified under this Article.

Item No.	Description	Unit
334-2-13-1	Hot Mix Asphalt, Traffic C, SP-9.5	Ton
337-8-42	Hot Mix Asphalt Friction Course, Traffic C, FC-9.5, PG 76-22	Ton

335 DRIVEWAY TRANSITIONS (REV. 06-23-11)

A. Description

1. General: Where required by the Contract Documents or directed by the Engineer, transition the driveway to meet the elevation of a newly constructed and abutting sidewalk or roadway.

B. Materials

1. Meet the following requirements:

a. Limerock (FDOT Section 911)

b. Concrete (FDOT Section 347; minimum compressive strength of 3,000 p.s.i. at 28 days)

c. Hot Mix Asphalt; refer to HMA Specifications in these Contract Documents.

d. Expansion Joints (FDOT 932-1.1)

C. Preparation and Construction

1. Full-depth saw cut a neat line along the entire width of the driveway where it abuts the new sidewalk or roadway and remove existing concrete or asphalt to provide for a maximum transition slope of 2” per foot.

2. Concrete Driveways:

a. Remove or add any additional subgrade material necessary to meet final elevation requirements.

b. Add the necessary amount of limerock to rework the rock base and compact to a minimum of 95% of AASHTO T 99 density.

c. Construct a 6” thick concrete pavement.

d. Form a ½ inch expansion joint between the sidewalk and the driveway or at fixed objects and driveway intersections.

e. Finish surface of concrete to match existing driveway.

3. Asphalt Driveways:

a. Remove or add any additional subgrade necessary to meet final elevation for a new 6” thick limerock base and a 1” thick Hot Mix Asphalt (HMA) pavement layer.

b. Provide and compact new limerock base to obtain a minimum density of 98% of modified Proctor maximum density as determined by FM 1-T 180, Method D.

c. Construct a minimum 1” thick HMA pavement layer (Type SP-9.5).

4. Dispose of all excess materials and debris properly.

D. Method of Measurement

1. The quantity to be paid for will be the area, in square yards, of approved HMA or concrete pavement transition, measured and accepted by the Engineer.

E. Basis of Payment

1. When No Separate Item for Driveway Transitions is Included in the Contract:

a. All work and incidental costs specified as being covered under this Article will be included for payment under the several scheduled items of the overall Contract, and no separate payment will be made therefore.

339 MISCELLANEOUS ASPHALT PAVEMENT (REV. 08-25-11)

A. Description.

1. Construct asphalt pavement in areas where vehicular traffic does not travel, such as pavement under guardrail, bicycle paths, median pavement, sidewalks, etc.
2. Chemically treat the underlying soil to prevent plant growth.

B. Materials.

1. Use a plant-mixed hot bituminous mixture, other than an open-graded friction course (FC-5), meeting the requirements of a mix design approved by Engineer. For bicycle paths, use a mixture that produces a finished pavement which will not distort or mar under bicycle or commercial riding mower wheel loads.

C. Foundation.

1. Shape the soil in areas where pavement is to be constructed to a surface true to the lines, grades and typical cross-sections shown in the Plans.
2. Compact the soil to a firm unyielding state.

D. Soil Treatment.

1. Immediately before placing the pavement, uniformly apply a pre-emergent herbicide to the foundation soil meeting the following requirements:
   a. Use only products approved by the Florida Department of Agriculture for the State of Florida found on www.flpesticide.us/ website.
   b. Ensure that the herbicide carries an approved label for use under paved surfaces, and that herbicide is applied in accordance with directions on the label.
   c. Do not use any products in the sulfonylurea family of chemicals.
2. Herbicide application by broadcast spraying is not allowed.
3. Prevent damage to any adjacent vegetation during herbicide application. Replace, at no expense to the Department, any plants damaged as the result of soil treatment outside designated areas.
4. Ensure that all employees applying insecticides and herbicides possess a current Florida Department of Agriculture Commercial Applicator license with the categories of licensure in Right-of-Way Pest Control and Aquatic Pest Control. Ensure that employees who work with herbicides comply with all applicable Federal, State, and local regulations. If application of synthetic organo-auxin herbicides is necessary, meet the requirements of Chapter 5E-2, Florida Administrative Code.

E. Placing Mixture.

1. Uniformly place the hot bituminous mixture by machine or hand methods at the rate of spread or dimensions indicated in the plans or as otherwise directed by Engineer.
2. If posts are to be constructed within the pavement area, the Contractor may cut holes for installation through the completed pavement.
3. After completing installation of posts and compaction of the backfill material, patch the area around each post with fresh hot bituminous mixture.
4. If directed by the Engineer, place miscellaneous asphalt pavement prior to placement of the final surface course.

F. Compacting Mixture.

1. Uniformly compact the hot bituminous mixture with lightweight rollers or vibratory compactors as directed by Engineer. The Contractor may use hand tamps for compaction in areas which are inaccessible to other compaction equipment.

G. Surface Requirements.

1. Provide a finished surface that is reasonably smooth, of uniform texture, and shaped so as to drain without ponding of water.
2. Upon completion of the pavement, shape the surface of the adjacent earth to match the pavement edges.

H. Method of Measurement.

1. The quantity to be paid for will be the weight, in tons, determined by an electronic weighing system as described in FDOT 320-2.2. The pay quantity will be based on the average spread rate of the area shown on the Plans or authorized by the Engineer.
2. For calculation, a weight of 100 lbs/yd2 per inch thickness of asphalt will be used.
3. Prepare a Certification of Quantities for the miscellaneous asphalt pavement pay item, based on the quantity of asphalt accepted by the Engineer. The certification must be provided monthly with each payment request and include the Contract Number, Certification Number, Certification Date, period represented by Certification, and the tons of miscellaneous asphalt pavement for the period.

I. Basis of Payment.

1. When No Separate Item for Miscellaneous Asphalt Pavement is Included in the Contract:
   a. All work and incidental costs specified as being covered under this Article will be included for payment under the several scheduled items of the overall Contract, and no separate payment will be made therefore.

344 PORTLAND CEMENT CONCRETE (REV. 10-26-11)

A. Description.

1. Use concrete composed of a mixture of Portland cement, aggregates, and water, with or without chemical

or mineral admixtures. Construct Concrete based on the type of work as described in the Contract Documents and the Concrete Work Categories below.

a. Concrete Work Category 1: Includes the construction of sidewalks, curb and gutter, ditch and slope pavement, or other non-reinforced cast-in- place or precast elements.
b. Concrete Work Category 2: Includes the construction of precast concrete including concrete barriers, traffic railing barriers, parapets, sound barriers, inlets, manholes, junction boxes, pipe culverts, storm sewers, box culverts, prestressed concrete poles, concrete bases for light poles, highway sign foundations, retaining wall systems, traffic separators or other structural precast elements.
c. Concrete Work Category 3: Includes the work associated with the placement and/or construction of structural cast-in-place concrete requiring a class of concrete specified in FDOT Section 346.

B. Materials.

1. General: Certify that all materials used in concrete meet the following requirements:

Portland Cement:	FDOT Section 921 except Portland cements meeting the requirements of AASHTO M-85 or ASTM C-150 are allowed for nonstructural concrete.
Coarse Aggregate:	FDOT Section 901
Fine Aggregate:	FDOT Section 902
Water:	FDOT Section 923
Chemical Admixtures:	FDOT Section 924
Pozzolans and Slag:	FDOT Section 929

2. Admixture Requirements: Chemical admixtures may be added at the dosage rates recommended by the manufacturer.
3. Material Storage: Use a concrete production facility that meets the following requirements.
   a. Cementitious Materials Storage: Provide a separate and clearly labeled weatherproof facility to store each brand or type of cementitious material without mixing or contamination. Different brands of cement, cement of the same brand from different facilities, or different types of cement must be stored separately and must not be mixed. Provide a suitable, safe and convenient means of collecting cementitious material samples at each storage facility.
   b. Aggregate Storage: Provide suitable bins, stockpiles or silos to store and identify aggregates without mixing, segregating or contaminating different grades or types of materials. Identify aggregate type/gradation. Handle the aggregates in a manner to minimize segregation and meet the specification requirements when recovered from storage. Continuously and uniformly sprinkle coarse aggregate with water, for 24 hours preceding introduction into the concrete mix. Timers may be used to facilitate the sprinkling of aggregate stockpiles using an alternating on/off method. However, in no event shall the top surface of the stockpile be permitted to become dry prior to batching of concrete. Moisture probes may be used to determine the moisture content of the aggregate. Ensure that the accuracy of the probe is certified annually and verified weekly. Maintain stored aggregates in a well-drained condition to minimize free water content. Provide access for the Engineer to sample the aggregates from the recovery side of the storage facility.

C. Production, Mixing and Delivery of Concrete.

1. Concrete Production Requirements:
   a. Use concrete production facilities certified by the National Ready-Mixed Concrete Association (NRMCA) and approved by the FDOT.
   b. Produce concrete utilizing equipment that is in good operating condition and operated in a manner to ensure a consistent product. When moisture probes are not used, ensure that the concrete production facility determines the free moisture for the coarse and fine aggregates within two hours prior to each day's batching. On concrete placements expected to exceed three hours, perform an additional moisture test approximately half way through the batching operations and adjust batch proportions accordingly.
   c. Ensure that the calibration of the measuring devices of the concrete production facilities meets the requirements of Chapter 531 of the Florida Statutes, and are in accordance with Chapter 9.2 of the FDOT Materials Manual. At least quarterly, ensure that all scales, meters and other weighing or measuring devices are checked for accuracy by a qualified representative of a scale company registered with the Bureau of Weights and Measures of the Florida Department of Agriculture. As an alternative, the producer may have this frequency identified in an FDOT approved QC plan. The accuracy of admixture measuring dispensers will be certified annually by the admixture supplier.
   d. When Volumetric Mixers are used for Category I applications, deliver concrete in accordance with the requirements of Volumetric Mixer Manufacturers Bureau (VMMB) and ensure that the vehicle has a VMMB registered rating plate.
2. Classes of Concrete: Classes of concrete to be used on the Project will be as specified in the Contract Documents or FDOT Section 346 when applicable.
3. Contractors Quality Control: Provide Engineer for approval a Quality Control (QC) plan to identity to the Department how quality will be ensured at the project site. During random inspections Engineer will use this document to verify that the construction of the Project is in agreement with the QC plan and the Contract Documents.
4. Concrete Mix Design:
   a. Before producing any concrete, submit the proposed mix design to Engineer on a form provided by the Department. Otherwise, the Department may accept

applicable mix designs previously described in an FDOT approved QC plan. In any event, use only concrete mix designs having prior approval of the Engineer.

b. Materials may be adjusted provided that the theoretical yield requirement of the approved mix design is met. Show all required original approved design mix data and batch adjustments and substituted material on a Department approved concrete delivery ticket. Engineer may disqualify any concrete production facility for non-compliance with specification requirements.

5. Delivery:

a. For cast-in-place applications, the maximum allowable mixing and agitation time of concrete is 90 minutes.

b. Furnish a delivery ticket on a form approved by the Department with each batch of concrete before unloading at the placement site. The delivery ticket shall be printed. Record material quantities incorporated into the mix on the delivery ticket. Ensure that the Batcher responsible for producing the concrete certifies that the batch was produced in accordance with these Specifications and signs the delivery ticket. Contractor must sign the delivery ticket certifying that the concrete was batched, delivered and placed in accordance with these Specifications.

c. The Contractor is responsible for rejecting loads of concrete that do not meet the plastic properties of the approved mix design or the minimum compressive strength requirements.

d. At the sole option of the Department, the Engineer may accept concrete at a reduced pay when it is determined that the concrete will serve its intended function.

6. Placing Concrete:

a. Concreting in Cold Weather:

1) Do not place concrete when the temperature of the concrete at placement is below 45°F.

2) Meet the air temperature requirements for mixing and placing concrete in cold weather as specified in FDOT Section 346. During the curing period, if NOAA predicts the ambient temperature to fall below 35°F for 12 hours or more or to fall below 30°F for more than 4 hours, enclose the structure in such a way that the concrete and air within the enclosure can be kept above 60°F for a period of 3 days after placing the concrete or until the concrete reaches a minimum compressive strength of 1,500 psi.

3) Assume all risks connected with the placing and curing of concrete. Although Engineer may give permission to place concrete, Contractor is responsible for satisfactory results. If the placed concrete is determined to be unsatisfactory, remove, dispose of, and replace the concrete at no expense to the County.

b. Concreting in Hot Weather:

1) Meet the temperature requirements and special measures for mixing and placing concrete in hot weather as specified in FDOT Section 346.

2) When the temperature of the concrete as placed exceeds 75°F, incorporate in the concrete mix a water-reducing retarder or water reducer if allowed by FDOT Section 346.

c. Spray reinforcing steel and metal forms with cool fresh water just prior to placing the concrete in a method approved by the Engineer.

d. Assume all risks connected with the placing and curing of concrete. Although Engineer may give permission to place concrete, Contractor is responsible for satisfactory results. If the placed concrete is determined to be unsatisfactory, remove, dispose of, and replace the concrete at no expense to the County.

7. Mixers: Ensure that mixers are capable of combining the components of concrete into thoroughly mixed and uniform mass, free from balls or lumps of cementitious materials, and capable of discharging the concrete uniformly. Operate concrete mixers at speeds per the manufacturer's design. Do not exceed the manufacturer's rated capacity for the volume of mixed concrete in the mixer, mixing drum, or container.

8. Small Quantities of Concrete: With approval of the Engineer, small quantities of concrete, less than 3 yd3 placed in one day and less than 0.5 yd3 placed in a single placement may be accepted using a pre-bagged mixture. The Department may verify that the pre-bagged mixture is prepared in accordance with the manufacturer's recommendations and will meet the requirements of this Specification.

9. Sampling and Testing:

a. Category 1: Engineer may sample and test the concrete at his discretion to verify its quality. The minimum 28 day compressive strength requirement for this concrete is 3,000 psi.

b. Category 2: Provide a statement of certification from the manufacturer of the precast element that the element meets the quality control and inspection testing requirements of the Contract Documents.

c. Category 3: The Department will randomly select a sample from each 200 yd3 or one day's production to determine plastic properties and to make three 4 x 8 inch cylinders for testing by the Department at 28 days to ensure that the design compressive strength has been met. The Department may, at its discretion, test additional concrete samples to ensure compliance with the Specifications.

10. Records: Maintain the following records for review for at least 3 years after final acceptance of the Project:

a. Approved concrete mix designs.

b. Materials source (delivery tickets, certifications, certified mill test reports).

c. A copy of the scale company or testing agency report showing the observed deviations from quantities checked during calibration of the scales and meters.

d. A copy of the documentation certifying the admixture weighing/measuring devices.

e. For non structural concrete, the Department will accept recent NRMCA, VMMB or FDOT inspection records certifying the plant or truck can produce concrete. In addition, documentation will be available at the plant or in the truck showing that action has been taken to correct deficiencies noted during the inspections.

D. Acceptance of the Work.

1. Category 1 Work: Category 1 work will be accepted based upon compliance with Production, Mixing and Delivery Requirements specified in herein.

2. Category 2 Work: Precast elements will be accepted based upon certification from the Contractor that the elements were produced by a production facility on the FDOT's current approved plant list. In addition, the producers QC stamp will be displayed on the element.

3. Category 3 Work: Category 3 work shall be in full compliance with this Specification, and with current FDOT Specifications, FDOT Section 346 and associated Contractor Quality Control (QC) specifications governing cast-in-place concrete. In addition, a Delivery Ticket as described in Subarticle 344-B.5 will be required for acceptance of the material at the Project site.

E. Method of Measurement.

1. The quantities to be paid for will be the concrete items having awarded Contract Prices that are completed and accepted by Engineer.

F. Basis of Payment.

1. Prices and payments will be full compensation for all work and materials specified in this Article and the Articles applicable to the items of work having awarded Contract Prices measured and approved for payment.

425 INLETS, MANHOLES AND JUNCTION BOXES (SECTION 425)

A. Page 417, Subarticle 425-6.6 - Placing Pipe; The third sentence of this sub-article is modified to read:

1. When catch basins are called for, the inlet and outlet pipe may extend into the structure not to exceed 4 inches beyond the interior face of the wall.

B. Page 417, Subarticle 425-6.7 Backfilling; is modified to include the following:

1. Select material shall be used for backfill adjacent to catch basins and riser inlets, as detailed in the Plans. It shall consist of well-graded limerock or limerock and sand fill. Sand or fill having a high proportion of sand will not be accepted as select fill. All select fill shall be approved by the Engineer prior to placing. No separate payment will be made for select fill, but shall be included in the unit bid price for each particular item as indicated in the Bid Form of the Proposal.

C. Page 417, Subarticle 425-8.2 - Adjusted Structures; is expanded to include the following:

1. Upon completion of the work, and prior to acceptance and final payment, all such structures will be inspected by the Engineer to ensure that they are free of all debris and thoroughly cleaned. All drainage structures within the project limits shall be cleaned thoroughly and made free of all debris prior to final acceptance by the County. The Contractor shall include within the scheduled items listed on the Contract's Bid Form, the cost of all work necessary for cleaning and debris removal.

D. Page 418, Subarticle 425-8.3 – Payment Items; is expanded to include the following:

1. When a separate item is listed on the Bid Form for cleaning of structures, said item shall only be used when indicated on the Engineering Plans or as directed by the Engineer, and only for the cleaning of drainage structures that were not impacted by construction activities.
2. Payment shall be made under the following:

Item Number	Description	Unit
425-4(2)	Adjusting Inlets	EA
425-5	Adjust Manhole	EA
425-721E	Removal, disposal & pick up new frames at MDWS & install MH	EA
425-944B	Reconstruct Manhole	EA

425A ADJUSTMENT OR RELOCATION OF VALVE, METER AND JUNCTION BOXES

1. The work under these pay items includes any adjustments (raising or lowering) of existing boxes or fire hydrants. When relocation of the box is required, the Contractor shall make all necessary arrangements with the utility companies, as the utility companies are responsible to relocate the valves and meters and valve and meter boxes.
2. Payment shall be made under the following:

Item Number	Description	Unit
425-6	Adjust Existing Valves Boxes	EA
425-721F	Removal, disposal & pick up new at MDWS & install Water Valves	EA

514 GEOTEXTILE (REV. 11-04-11)

A. Description.

1. Install a geotextile (plastic filter) fabric.

B. Material.

1. Meet the plastic filter fabric requirements as specified in FDOT 985
2. Use woven monofilament geotextile fabric for all Drainage class (type D-3) applications listed in FDOT Design Standards Index 199. Slit-Film geotextile fabrics may not be used for the aforementioned drainage class applications.

C. Construction Methods.

1. General:
   a. Place the fabric in the manner and locations as shown on the construction drawings, in accordance with the manufacturer's directions, and as specified in these Specifications.
   b. Place the fabric on areas with a uniform slope that are reasonably smooth, free from mounds and windrows, and free of any debris or projections which might damage the fabric.
   c. Loosely lay the material. Do not stretch the material.
   d. Replace or repair any fabric damaged or displaced before or during placement of overlying layers to the satisfaction of the Engineer and at no expense to the Department.
   e. When overlapping is necessary, the Contractor may sew the seams to reduce overlaps as specified in FDOT 985-3.
   f. Schedule work so that covering the fabric with the specified material does not exceed the manufacturer's recommendations for exposure to ultraviolet light or five days, whichever is less. If the Engineer determines the exposure time was exceeded, the Contractor shall replace the fabric at no expense to the Department.
2. Subsurface Drainage: When indicated in the plans, place the fabric with the long dimension parallel to the trench. Place the fabric to provide a minimum 12 inch overlap for each joint. Do not drop the filter material from heights greater than 3 feet.
3. Stabilization and Reinforcement: Overlap adjacent strips of fabric a minimum of 2 feet.
4. Riprap Filter:
   a. Overlap adjacent strips of fabric a minimum of 24 inches, and anchor them with securing pins (as recommended by the manufacturer) inserted through both strips of fabric along a line through the midpoint of the overlap and to the extent necessary to prevent displacement of the fabric.
   b. Place the fabric so that the upstream (upper) strip of fabric overlaps the downstream (lower) strip.
   c. Stagger vertical laps a minimum of 5 feet. Use full rolls of fabric whenever possible in order to reduce the number of vertical laps.
   d. Do not drop bedding stone or riprap from heights greater than 3 feet onto the fabric.

D. Method of Measurement.

1. No separate payment for furnishing and placing the geotextile fabric is contained in the Contract Documents.

E. Basis of Payment.

1. All costs for the work specified herein, including furnishing, placing, and sewing or overlapping the fabric is included in the Contract price for the item or items to which the geotextile fabric is incidental.

519 DRIVEWAY PAVEMENT (REV. 08-23-12)

A. Description

1. Pursuant to the Contract Documents or as otherwise directed by the Engineer:
   a. Construct new asphalt concrete driveway approaches on public right-of-way.
   b. Restore existing asphalt or cement concrete driveways and approaches that have been authorized to be disturbed by the performance of the Work; and provide all other required labor, material and equipment necessary for complete restoration of the disturbed area.

B. Materials

1. Meet the following requirements:

Limerock	FDOT Section 911
Concrete	FDOT Section 350; Class I (Pavement)
Hot Mix Asphalt (HMA)	Per Article 334 of these Specifications
Joint Seal	FDOT Section 932

C. Preparation and Construction

1. General:
   a. Conform to applicable surface slope requirements of FDOT Index No. 304.
   b. Meet all applicable requirements of the Miami-Dade County Public Works Manual.
   c. Perform any required clearing and grubbing under Article 110 of these Specifications.

d. Remove or add any additional subgrade material necessary to meet final surface elevation requirements after construction of a new limerock base and pavement of the thicknesses specified below.

e. Provide a new six inch limerock base; or greater if needed to match existing. Build up in layers not to exceed three inches and compact each layer to obtain a minimum density of 98% of modified Proctor maximum density as determined by FM 1-T 180, Method D.

f. Maintain the area of excavation in a safe condition and level with the surrounding pavement until work is complete.

g. Furnish and place all materials; construct all forms, joints, bracing, expansion joint materials, and accessories; apply required surface finishes; and all required clearing and grubbing, excavation and backfilling.

h. Remove all remaining excess material, dirt, and other debris from the roadways immediately after all construction or restoration of pavement under this Article has been completed.

2. Cement Concrete Pavement:

a. Concrete pavement for driveways, driveway aprons and sidewalk across driveways must be a minimum thickness of six inches. Materials and construction must conform to the requirements of FDOT Section 350.

b. Form a ½ inch expansion joint between the sidewalk and the driveway or at fixed objects and driveway intersections.

c. Finish surface of concrete to match existing pavement.

3. Asphalt Concrete Pavement:

a. Construct a minimum one inch thick HMA pavement layer (Type SP-9.5) meeting the material and construction requirements of Article 334 of these Specifications.

4. Additional Requirements for Restoration of Pavement:

a. Full-depth saw cut a smooth, straight, neat and square line along the entire width of damaged pavement that is to be restored. Immediately dispose of all excess debris properly.

b. Restore sidewalks across driveways, cut or damaged by construction, in full sections concrete curb or gutter to the existing height and cross section in full sections or lengths between joints.

D. Method of Measurement.

1. No separate payment for driveway pavement is contained in the Contract Documents.

E. Basis of Payment.

1. All costs for the work specified herein is included in the Contract price for the item or items to which the driveway pavement is incidental.

520 CONCRETE GUTTER, CURB ELEMENTS, AND TRAFFIC SEPARATOR (SECTION 520)

A. Page 583, Article 520-1, Description: Is expanded to include the following:

1. The work specified under this section includes any type of curb and /or gutter in accordance with FDOT Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System 2008 and the Public Works Manual of Metropolitan Dade County (Standard Road Details R.14.1 and R.14.2) curb with or without gutter, driveway curbs, Type “C” median curb and Type “A” median curb, including the necessary preparation and compaction of the subgrade in both cut and fill areas, as well as backfilling, grading, excavation and final dressing required as directed by the Engineer.

B. Page 583, Article 520-2, Materials: Is amended as follows:

1. Class I Concrete shall have a minimum compressive strength of 3,000 p.s.i. at 28 days.

C. Page 591 Article 520-12, Basis of Payment: Is deleted in its entirety and replaced with the following:

1. The quantity of curb or curb and gutter, shall be paid for at the Contract unit price for the quantities completed and accepted by the Engineer and does not include ramp and sidewalk curb. Such price and payment shall be full compensation for all work specified under this Section, including the necessary preparation and compaction of the subgrade in both, cut and fill areas, as well as backfilling, grading, excavation and final dressing required as directed by the Engineer.

2. Payment will be made at the Contract unit prices for the quantities completed and accepted by the Engineer under the following item(s) as applicable:

Item No.	Description	Unit
520-2A	Concrete Curb and /or Gutter	LF

522 CONCRETE SIDEWALK (SECTION 522)

A. Page 589, Article 522-1, Description: Is expanded to include the following:

1. The work specified under this Section consists of the forming, furnishing, placement, and finishing of concrete for the construction of concrete sidewalks, pedestrian ramps and sidewalk curbs (back of sidewalk) utilizing Class I Concrete. The width, thickness and type shall be as shown and noted in the Plans. All work will be in accordance with this Section except as modified herein.

B. Page 589, Article 522-2, Materials; is amended as follows:

1. Class I Concrete shall have a minimum compressive strength of 3,000 p.s.i. at 28 days.

C. Page 591 Article 522-9, Method of Measurement; is expanded to include the following:

1. The quantity to be paid for under this Article shall be the area in square yards of concrete sidewalk and pedestrian ramps, measured in place, complete and accepted. Measurement shall be the final dimensions measured along the surface of the completed work within the neat lines shown on the Plans or designated by the Engineer. No deduction will be made for the area occupied by trees left within the area of sidewalks or for any area occupied by manholes, inlets or other drainage or public utility appurtenances within the sidewalk area.

D. Page 591 Article 522-10, Basis of Payment; is deleted in its entirety and replaced with the following:

1. The quantity, determined as provided above, shall be paid for at the Contract unit price for the quantities completed and accepted by the Engineer. Such price and payment shall be full compensation for all work specified under this Section.
2. When curb and gutter is required for the construction of pedestrian ramps and no specific pay item has been included for the construction of the curb and gutter, such payment shall be included in the pay item for Sidewalk (including pedestrian ramps and sidewalk curbs).
3. No separate payment shall be made for the removal of forms or the filling of excavated area left by removal of forms. Contractor shall be responsible for any vandalized sidewalk until it is finally accepted by the Engineer.
4. Payment will be made at the Contract unit prices for the quantities completed and accepted by the Engineer under the following item(s) as applicable:

Item No.	Description	Unit
522-1(1)	CONCRETE SIDEWALK (4" Thick, 3000 p.s.i. Concrete at 28 Days) (Includes the cost of Pedestrian Ramps and Sidewalk Curbs)	S.Y.
522-2	CONCRETE SIDEWALK (6" Thick, 3000 p.s.i. Concrete at 28 Days) (Includes the cost of Pedestrian Ramps and Sidewalk Curbs	S.Y.

527 DETECTABLE WARNINGS ON WALKING SURFACES (REV. 11-14-11)

A. Description.

1. Furnish and install Safety Yellow colored Detectable Warning devices on newly constructed and/or existing concrete or asphalt walking surfaces (curb ramps, sidewalks, shared-use paths, etc.) constructed in accordance with the FDOT Design Standards Index No. 304 and these specifications, where indicated on the Plans or directed by the Engineer.

B. Materials.

1. General:
   a. Provide Detectable Warnings in accordance with the Americans with Disabilities Act Standards for Transportation Facilities, Section 705.
   b. Provide only embedded Detectable Warning devices, set in wet concrete, for all construction except where retrofit applications of surface applied detectable warnings have been approved in writing by the Engineer.
   c. Use Detectable Warnings consisting of materials intended for exterior use subject to routine pedestrian traffic and occasional vehicular traffic.
   d. Use Detectable Warnings with size and pattern shown in the plans comprised of truncated domes aligned in parallel rows in accordance with the FDOT Design Standards, Index No. 304. Do not use detectable warnings with a diagonal pattern.
   e. Concrete stamping, field-formed materials, or methods or products used to form Detectable Warnings in wet concrete are not permitted.
2. Material Properties:
   a. Provide Detectable Warnings that meet the following minimum material property requirements when tested in accordance with the indicated Standard appropriate to the material.

PROPERTY	STANDARD	TEST VALUE
Slip Resistance	FM 3-C 1028	Dry Coefficient of Friction – 0.8 min. Wet Coefficient of Friction – 0.65 min. (include recessed areas between truncated domes)
Wear Resistance	FM 5-594	Average Volume Loss: no more than 0.06 cm3
Water Absorption*	ASTM D-570	Not to exceed 5%.
Adhesion/ Bond Strength**	FM 5-589	150 psi min. tensile adhesion strength
Non-Hazardous Classification	Submit Material Safety Data Sheet (MSDS)	Non-Hazardous, per RCRA Subtitle C
* Applies only to plastic materials. ** Applies only to surface-applied materials.		

3. Color/Contrast: Use Safety Yellow colored Detectable Warnings on concrete or asphalt walking surfaces. Acceptable Detectable Warnings must maintain a Light Reflectance Value (LRV) CAP Y of 25 – 45, as measured with a spectrophotometer, for a minimum duration of three years.
4. Qualified Products List:

a. Use Detectable Warnings listed on the FDOT Qualified Products List (QPL) and that have been further evaluated and found acceptable by the Department. At the option of the Contractor, an "or equal" product evaluation request, for an equivalent FDOT QPL approved product that meets or exceeds the specification stipulated herein, may be submitted in writing to the Engineer for review and acceptance.

b. The following products, subject to continued listing on the FDOT QPL, have been evaluated by the Department for use on Department projects:

SURFACE APPLIED DETECTABLE WARNING DEVICES		
Manufacturer	Product	QPL Number
Engineered Plastics, Inc.	Armor-Tile Surface Applied Inline Dome	S527-0006
EMBEDDED DETECTABLE WARNING DEVICES		
Manufacturer	Product	QPL Number
ADA Solutions, Inc.	Cast-In-Place Composite Tactile	S527-0003
Detectable Warning Systems, Inc.	EZ-Set Tile	S527-0008
ADA Solutions, Inc.	Replaceable Wet Set Composite	S527-0018
Engineered Plastics, Inc	Armor-Tile Replaceable Cast in Place	S527-0026
Engineered Plastics, Inc.	Armor-Tile Cast-In-Place Inline Dome Tile	S527-0027
Cape Fear Systems, LLC	AlertCast (Replaceable) Cast-In-Place	S527-0029
Access Products, Inc.	Access Tile Replaceable Cast in Place	S527-0033
StrongGo Industries	TekWay Dome Tile	S527-0035

C. Installation Procedures.

1. Surface Preparation and Installation: Prepare the surface in accordance with the manufacturer's recommendations. Use only products and materials appropriate for the surface on which they will be applied. Install in accordance with the manufacturer's instructions, using materials and equipment recommended and approved by the manufacturer. For surface-applied tiles or mats, use adhesives applied over the entire surface and mechanical fasteners.

D. Method of Measurement.

1. The quantity to be paid for will be the area, in square feet, of Detectable Warnings furnished and installed pursuant to these specifications, measured in place and accepted by the Engineer.

E. Basis of Payment.

1. Price and payment will be full compensation for all work specified in this Article, including all labor, surface preparation, materials and incidentals necessary to complete the work for installation of Detectable Warnings on walking surfaces.

2. Payment will be made under:

Item No.	Description	Unit
527-2	Detectable Warning On Walking Surface	SF

575 SODDING

A. Description.

1. Establish a stand of grass within the specified areas, by furnishing and placing sod, and rolling, watering, and maintaining the sodded areas to ensure a healthy stand of grass.

B. Materials. Meet the following requirements:

1. Sod FDOT 981-2
2. Water FDOT Section 983

C. Construction Methods.

1. Preparation of Ground: Scarify or loosen the areas requiring sod to a depth of 6 inches. On areas where the soil is sufficiently loose, particularly on shoulders and fill slopes, the Engineer may authorize the elimination of the ground preparation. Limit preparation to those areas that can be sodded within 72 hours after preparation. Prior to sodding, thoroughly water areas and allow water to percolate into the soil. Allow surface moisture to dry before sodding to prevent a muddy soil condition.

2. Placing Sod: Place sod immediately after ground preparation. Do not use sod which has been cut for more than 72 hours. Stack all sod that is not planted within 24 hours after cutting and maintain proper moist condition.

a. Do not sod when weather and soil conditions are unsuitable for proper results. Pre-wet the area prior to placing sod. Do not place sod on eroded or washed out sites.

b. Place the sod on the prepared surface, with edges in close contact, and embed it firmly and smoothly by light tamping with appropriate tools.

c. Place the sod to the edge of all the paving and shrub areas and 1 inch below adjoining pavement with an even surface and edge. Place rolled sod parallel with the roadway and cut any exposed netting even with the sod edge.

d. Roll using a lightweight turf roller. Provide a true and even surface without any displacement of the sod or deformation.

e. Where sodding in drainage ditches, stagger the setting of the sod pieces to avoid a continuous seam along

the line of flow. Ensure that the offsets of individual strips do not exceed 6 inches. Tamp the outer pieces of sod to produce a featheredge effect.

f. Peg sod at locations where the sod may slide. Drive pegs through sod blocks into firm earth, at intervals approved by the Engineer.

g. Remove any sod as directed by the Engineer.

3. Watering: Thoroughly water the sod immediately after placing. Do not water in excess of 1 inch per week for establishment. The contractor shall water and maintain newly sodded areas as needed and adhere to the following minimum frequencies until final acceptance of the Project by the County unless otherwise approved by the Engineer:

a. Minimum Watering Schedule (3/4" to 1" per watering)

1) Every day for the first 14 days after placement, followed by

2) Three times per week for next 14 days, followed by

3) Two times per week until final acceptance of the project.

b. Mowing Schedule

1) Minimum bi-weekly after established, and

2) Immediately prior to final acceptance.

D. Maintenance.

1. Maintain the sodded areas in a satisfactory condition until final acceptance of the project. Include in such maintenance the filling, leveling, and repairing of any washed or eroded areas, as may be necessary. The Department will pay for resodding necessary due to factors determined by the Engineer to be beyond the control of the Contractor.

2. Monitor placed sod for growth of pest plants and noxious weeds. If pest plants and/or noxious weeds manifest themselves within 30 days of placement of the sod, treat affected areas by means acceptable to the Department at no expense to the Department. If pest plants and/or noxious weeds manifest themselves after 30 days from date of placement of sod, the Engineer, at his sole option, will determine if treatment is required and whether or not the Contractor will be compensated for such treatment. If compensation is provided, payment approved by the Engineer will be made as unforeseeable work.

3. Maintenance of sodded areas is required for no less than thirty (30) days after placement or until the sodded area is determined to be established and satisfactory by the Engineer, whichever is greater.

E. Method of Measurement.

1. The quantities to be paid for will be the area of sodding measured and accepted by the Engineer.

2. Measurement for payment shall include only areas of sodding that have established a satisfactory root system (i.e. leaf blades break before sod can be pulled from the soil by hand).

F. Basis of Payment.

1. Prices and payments for Sodding will be full compensation for all work, water, and materials required to perform the work as specified in this Article, the satisfactory disposal of excavated material, and the furnishing and application of the water.

2. The costs for watering, mowing, and maintaining the sod in a moist condition for a period of at least two weeks, shall be included in the Contract unit price for Sodding.

3. Payment will be made under:

Item No.	Description	Unit
575-1-1	Sodding (Pensacola Bahia or Match Ex.)	SY

575 RELOCATION OF TREES OR PALMS; AND PROTECTION OF EXISTING LANDSCAPE

A. Relocation of trees or palms

1. General

a. Work consists of relocating trees and/or palms within the existing right of way, within a one (1) mile radius, in locations indicated in the drawings or as directed by the Engineer. Where drainage work is required, minor adjustments to the system may be necessary to minimize relocations.

b. The Contractor shall be cognizant of and comply with the Miami-Dade County Ordinance regulating the removal and/or relocation of all trees. Permits required for tree removal and/or relocation shall be the responsibility of the Contractor.

2. Material

a. Water: provide water by a method approved by the Engineer meeting the requirements of FDOT Section 983.

b. Backfill Material: the existing material excavated from the planting pit is to be used as backfill.

3. Pruning

a. Trees

1) Prior to root pruning, prune tree canopy to ISA Standards and conform to ANSI A300. The extent of pruning shall be the minimum needed to reduce shock resulting from severing of roots.

2) No more than 30 percent of total canopy branches greater than one inch in diameter may be removed. Interior sucker growth and dead wood shall be removed first, followed by selective pruning of branches and limbs. Limbs that run through the tree crown shall be removed before other limbs are removed. Pruning shall not destroy the form of the tree. All cuts shall be made outside of the branch collar.

3) Trees shall be root pruned six (6) weeks prior to relocation. No backhoes or trenchers shall be

used in the process. Backfill trench within 24 hours after root pruning with coarse sand.

4) Where required by the Engineer or the designated County arborist, brace and guy the root pruned tree to support and maintain the tree in a stable vertical position until relocation.

4. Replanting

a. Trees

1) The planting pit shall be a minimum of 24" wider than the diameter of the rootball unless otherwise directed by the Engineer. The depth of the pit shall be adjusted so that the top of the rootball will be at the same elevation or slightly above the existing ground level. All plants shall be centered in the hole. Trees shall be watered in during the planting process to eliminate air pockets in the backfill.

2) Size of the trees will be the trunk diameter measured at breast height (54 inches above grade).

3) All trees are to be fertilized at the time of planting with Atlantic Florida East Coast Fertilizer Mixture (No. 5231) 12-06-08 slow-release fertilizer or approved equal. This fertilizer is to be spread evenly over the top of the planting pit after backfilling. The application rate is 2 lbs/tree.

b. Palms

1) The planting pit shall be a minimum of 24" wider than the diameter of the rootball unless otherwise directed by the Engineer. The depth of the pit shall be adjusted so that the top of the rootball will be at the same elevation or slightly above the existing ground level. All plants shall be centered in the hole. Burlap is to be untied and pulled away from the top of the ball, unless specified in writing by the Engineer. Plants are to be watered-in during the planting process to eliminate all air pockets in the backfill material.

2) Size of the palm will be determined by measuring ground level to the topmost portion of the palm.

3) All palms are to be fertilized at time of planting with Atlantic Florida East Coast Fertilizer Mixture 08-04-12 slow-release improved palm special fertilizer or equal. This fertilizer is to be spread evenly over the top of the planting pit after backfilling. The application rate of 3 lbs/palm.

5. Mulching:

a. A planting saucer will be established, the same size as the diameter of the planting pit and the rim shall be no higher than 4 inches. The mulch is to be Forestry Research Products Florimulch (Melaleuca mulch) free of viable seed and burrowing nematodes and certified by the Florida Department of Agriculture, or equal, and is to be spread evenly inside the saucer to a depth of 3 inches.

b. Remove saucer prior to Project completion or as directed by the Engineer.

6. Staking and Guying:

a. This work shall be performed in accordance with the standard planting detail for trees and/or palms.

b. Palms shall be staked using the Arborlock Staking System or equal (with the approval of County representative).

c. Trees shall be guyed using Arbor Tie (a flat woven polypropylene material with 900 lbs. Break strength) manufactured by Deep Root Partners, L.P., or equal.

d. Six (6) month after planting, the Contractor shall return to the site and remove all materials used for staking and guying. At the discretion of the Engineer, the period for staking and guying may be extended beyond six (6) months but for no longer than one (1) year.

7. Watering Schedule:

a. After replanting trees and palms, they are to be watered as follows:

1) for the first 4 weeks 3 times/week

2) for the second 4 weeks 2 times/week

3) for the third 4 weeks 1 time/week

b. Application Rate:

1) Trees and slender trunk palms 6 gal/watering

2) Moderate and heavy trunk palms10 gal/watering

8. Guarantee of Relocated Trees and Palms

a. All trees and palms that are relocated shall be guaranteed for a period of one year after relocation.

B. Protection of Existing Landscaping

1. Description:

a. Install tree protection barricades when called for in the Contract Documents or by the Engineer to protect existing trees and landscape from damage during project construction. Place barricades, as directed by the Engineer, at the drip line of the landscape foliage or as far from the base of the tree trunk as possible. Barricades shall consist of Heavy-Duty Construction (Orange) Barrier Fence (Minimum 4-feet high) attached to 2-inch by 4-inch by 6-foot long vertical wooden posts per FDOT Index No. 544 except that 2-inch by 4-inch horizontal wooden top bars with a maximum 8-foot spacing between posts shall be used. Barricades shall be able to withstand bumps by heavy equipment and trucks. Maintain barricades in good condition.

b. All trees, shrubbery, and landscaping (on the R/W or adjacent property) irreparably damaged or destroyed by the Contractor during construction, as determined by the Engineer, shall be replaced by and at the Contractor's expense. Trees and shrubbery shall be replaced with like-sized plants; except for trees or shrubs removed pursuant to the requirements of the Contract Documents or at the specific direction of the Engineer. Replacement plant size shall be determined by calculating the total diameter at breast height (DBH) of affected trees, palms, and/or shrubbery, or the total averaged height of affected

trees, palms, and/or shrubs. All replacement material must be Florida #1 Grade or better.

C. Method of Measurement:

1. The quantity to be paid for relocation of trees or palms will be the quantities measured, completed and accepted by the Engineer, under the items shown in the Contract Document.
2. The quantity to be paid for protection of existing landscape will be the quantity in linear feet of barricade, completed and accepted, measured by the Engineer.

D. Basis of Payment:

1. When No Separate Item for Relocation of Trees or Palms and Protection of Existing Landscape is Included in the Contract:
   a. All work and incidental costs specified as being covered under this Article will be included for payment under the several scheduled items of the overall Contract, and no separate payment will be made therefore.

635 PULL AND JUNCTION BOXES (REV. 06-23-11)

A. Description.

1. Furnish and install pull and junction boxes.
2. Remove and reset existing pull boxes when directed by the Engineer in areas of sidewalk repairs.

B. Materials.

1. Use Pull and Junction Boxes listed on the Department's Qualified Products List available at http://www.miamidade.gov/pubworks/library/MDC_TSS_Qualified_Products_List.pdf.
2. Ensure that all Pull and Junction Boxes Lids are marked in accordance with the latest edition of the Department's Qualified Products List.

C. Pull Boxes Installation.

1. Install pull boxes in accordance with the FDOT Design Standards, Index No. 17700. Ensure that the pull box cover is flush with the finished grade or sidewalk. Do not install pull boxes in roadways, driveways, parking areas, ditches or public sidewalk curb ramps.

D. Junction Boxes Installation.

1. Aerial Junction Boxes:
   a. Install aerial junction boxes in accordance with the FDOT Design Standards, Index No. 17733.
2. Mounted Junction Boxes:
   a. Install mounted junction boxes in accordance with the FDOT Design Standards, Index No. 17841. Ensure that the bottom surface of pole mounted junction boxes is a minimum of 4 feet above the finished grade.
3. Cable Terminations:
   a. Terminate signal cable in the terminal by inserting the bared conductors into a compression type terminal block and tightening the appropriate screws.
   b. When barrier terminal blocks are specified in the Contract Documents, crimp insulated forks or ring terminals to the bared conductors using a calibrated ratchet-crimping tool and connect the forks or ring terminals to the barrier terminal block by tightening the appropriate screws.
   c. Neatly form and tie wrap all cable terminations.
   d. Ground spare signal cable conductors in the controller cabinet. If disconnect hangers are specified in the Contract Documents, terminate spare wires at the terminal strip located inside the disconnect hangers. Individually cap or tape any additional spares in the disconnect hanger.
   e. Ensure all cable terminations for a mast arm assembly are terminated in the terminal compartment at the base of the mast arm pole.
   f. Rout and form the cable to allow access to the terminal screws. Do not cover the terminal identification numbers with the cable.

E. General Requirements.

1. Do not pull signal or interconnect cable through a pull box used for loop termination. Use separate pull boxes for signal and interconnect cables.
2. Use embedded junction boxes that include conduit, conduit expansion couplings, and miscellaneous hardware to make a complete and accepted installation.
3. Ground all metal covers in accordance with FDOT Section 620.
4. When specified in the Contract Documents, disregard the grounding requirements for metal covers for pull and junction boxes used exclusively for battery, a combination of battery and solar energy, or vehicle loop wires where signal or 120V interconnect power is not present.

F. Resetting of Pull Boxes

1. Where directed by the Engineer, remove and reset existing pull boxes meeting current specifications following the installation and general requirements stipulated herein.
2. Preserve box when demolishing sidewalk. Removal includes, but is not limited to; saw cutting full depth of sidewalk around box before demolition at no additional compensation. If box is damaged due to Contractor's negligence, Contractor must furnish a new replacement box at no additional cost.
3. Resetting may apply to any size pull box (including approximately 2' x 4' FPL & traffic signal fiber optic pull boxes).
4. Any serviceable salvaged box that is not reset must be delivered by Contractor to the PWD, TS&S yard, 7100 N.W. 36 Street, Miami, Florida at no additional cost.

G. Method of Measurement.

1. Pull And Junction Boxes (F&I): The Contract unit price each for Pull and Junction Boxes, furnished and installed, will consist of the pull and junction boxes including all required hardware for the type of box and location as specified in these Contract Documents or at locations directed by the Engineer, and all labor and materials necessary for a complete and accepted installation.
2. Pull And Junction Boxes (Reset): The Contract unit price each for Reseting Pull and Junction Boxes, will include all required hardware for the type of box and location as specified in these Contract Documents or at locations directed by the Engineer, and all labor and materials necessary for a complete and accepted installation.

H. Basis of Payment.

1. When No Separate Item for Pull and Junction Boxes is Included in the Contract:

   a. All work and incidental costs specified as being covered under this Article will be included for payment under the several scheduled items of the overall Contract, and no separate payment will be made therefore.

Item No.	Description	Unit
705-71-361	36" Tubular Delineator	EA.

705 OBJECT MARKERS AND DELINEATORS (REV. 08-23-12)

A. Description.

1. Furnish and install object markers to mark obstructions within or adjacent to the roadway of the types and at the locations called for in the Contract Documents.
2. Furnish and install delineators along the side of the roadway to indicate the alignment of the roadway as indicated in the Contract Documents.
3. Meet all requirements of the FDOT Design Standards and the Contract Documents.

B. Materials.

1. General:
   a. Meet the following requirements:

Object Markers and Delineators	FDOT Section 993
Retroreflective and Nonreflective Sign Sheeting	FDOT Section 994

2. Product Acceptance on the Project:
   a. Ensure that delineators, delineator posts, and markers used to delineate guardrail and barrier wall are listed on the FDOT Qualified Products List.
   b. Provide to the Engineer a manufacturer's certification conforming to the requirements of Article 1.04 (Controlling Materials) of Division 1, which confirms that each product meets the requirements of this Article.

C. Installation Requirements.

1. Install delineators, object markers, and reflector units for guardrail and barrier wall and in accordance with the MUTCD, FDOT Design Standards and Contract Documents.

D. Method of Measurement.

1. The quantity to be paid for will be the number of delineators or object markers furnished, installed and accepted.

E. Basis of Payment.

1. Prices and payments will be full compensation for work specified in this Article, including the cost of labor, materials, and incidental items required to complete the work.
2. Payment will be made under:

706 RAISED RETRO-REFLECTIVE PAVEMENT MARKERS AND BITUMINOUS ADHESIVE (REV. 05-02-12)

A. Description.

1. Place raised Retro-Reflective Pavement Markers (RPMs) and adhesive, which upon installation produces a positive guidance system to supplement other reflective pavement markings.

B. Materials.

1. Use only Class B markers unless otherwise shown on the Plans.
2. Meet the requirements of FDOT Section 970.
3. Product Acceptance on the Project.
   a. Use only reflective pavement markers and bituminous adhesive that are listed on the FDOT Qualified Products List.
   b. Provide Engineer a producer's certification, conforming to the requirements of Article 1.04 (Controlling Materials) of the General Requirements to these Specifications, which confirms that each product meets the requirements of this Article.

C. Equipment.

1. Use equipment having either thermostatically controlled double boiler type units utilizing heat transfer oil or thermostatically controlled electric heating pots to install hot applied bituminous adhesive. Do not use direct flame melting units with flexible adhesives; however, this type of unit may be used with standard adhesive in accordance with manufacturer's recommendations. Use a melter/applicator unit suited for both melting and pumping the adhesive through heated applicator hoses.
2. Heat the adhesive to between 375 and 425ºF and apply directly to the bonding surface from the melter/applicator by either pumping or pouring. Maintain the application temperature between 375 and 425ºF. The adhesive may be reheated. Do not exceed the manufacturer's recommendations for pot life at application temperatures.

D. Application.

1. Apply RPMs to the bonding surface using bituminous adhesives only. Engineer will conduct field testing in accordance with Florida Method (FM) 5-566. Correct RPMs not applied in accordance with these requirements at no cost to the Department.
2. Prior to application of adhesive, clean the bonding surface to remove any material that would adversely affect the adhesive.

3. Apply the adhesive to the bonding surface, not the RPMs, so that 100% of the bonding area of the RPMs will be covered, in accordance with adhesive manufacturer's recommendations. Apply sufficient adhesive to ensure, that when the RPMs are pressed downward into the adhesive, adhesive will be forced out around the entire perimeter of each RPM.

4. Immediately remove excess adhesive from the bonding surface and exposed surfaces of the RPMs. Soft rags moistened with mineral spirits meeting Federal Specifications TT-T-291 or kerosene may be used to remove adhesive from exposed faces of the RPMs. Do not use any other solvent. If any adhesive, pavement marking materials or other foreign matter adheres to the reflective face of the RPM, replace the RPM at no cost to the Department.

5. Install RPMs with the reflective face of the RPM perpendicular to a line parallel to the roadway centerline. Do not install RPMs over longitudinal or transverse joints of the bonding surface.

6. Ensure that all final RPMs are in place prior to opening the road to traffic.

7. If more than 2 percent of the RPMs fail in adhesion or alignment within the first 45 days under traffic, replace all failed RPMs at no expense to the Department. If more than 5 percent of the RPMs fail in adhesion and or alignment during the initial 45 day period, Engineer will extend the replacement period an additional 45 days from the date that all replacement RPMs have been installed. If, at the end of the additional 45 day period, more than 2 percent of all RPMs (initial installation and 45 day replacements combined) fail in adhesion or alignment, replace all failed RPMs at no expense to the Department.

E. Contractor's Responsibility for Notification.

1. Notify Engineer prior to the placement of RPMs. At the time of notification, indicate the manufacturer and the LOT numbers of RPMs and bituminous adhesive that are intended for use. Verify that the approved LOT numbers appear on the material packages. Furnish a test report to Engineer certifying that the materials meet all requirements specified.

F. Method of Measurement.

1. Unless otherwise specified herein, the quantities to be paid for will be the number of RPMs, furnished and installed, completed and accepted.

G. Basis of Payment.

1. Lump Sum Payment: When the pay item for Painted Pavement Markings (Final Surface) is included in the Contract, price and payment for RPMs is as stipulated in Article 710 of these Specifications. RPMs will not be measured or paid for separately.

2. Payment will be made under the item(s) below if provided in the Contract with awarded Contract unit price(s) for the completed quantities, measured and accepted by Engineer. Price and payment will be full compensation for all work specified in this Article.

Item	Description	Unit
706-1-12	Reflective Pavement Markers (mono/bi-direct all colors)	EA

710 PAINTED PAVEMENT MARKINGS (REV. 05-02-12)

A. Description.

1. Apply Painted Traffic Stripes and Raised Retro-Reflective Pavement Markers (RPMs), in accordance with the Contract Documents.

B. Materials.

1. Use only materials listed on the FDOT Qualified Products List (QPL) meeting the following requirements:

Raised Retro-reflective Pavement Markers and Bituminous Adhesive	FDOT Section 970
Standard Waterborne Fast Dry Traffic Paint	FDOT 971-1 and 971-3
Fast Dry Solvent Paint	FDOT 971-1 and 971-4
Glass Spheres	FDOT 971-1 and 971-2

C. Equipment.

1. Use equipment that will produce continuous uniform dimensions of pavement markings of varying widths and meet the following requirements:

   a. Capable of traveling at a uniform, predetermined rate of speed, both uphill and downhill, in order to produce a uniform application of paint and capable of following straight lines and making normal curves in a true arc.

   b. Capable of applying glass spheres to the surface of the completed stripe by an automatic sphere dispenser attached to the striping machine such that the glass spheres are dispensed closely behind the installed line. Use a glass spheres dispenser equipped with an automatic cut-off control that is synchronized with the cut-off of the traffic paint and applies the glass spheres in a manner such that the spheres appear uniform on the entire pavement markings surface with 50 to 60 percent embedment.

   c. Capable of spraying the paint to the required thickness and width without thinning of the paint.

2. Paint tank must be equipped with nozzles having cut-off valves, which will apply broken or skip lines automatically.

D. Application:

1. General:

   a. Remove, by a method approved by Engineer, existing pavement markings such that scars or traces of removed markings will not conflict with new stripes and markings. Clean and dispose at an approved site

all resulting debris. Use of paint to cover conflicting pavement markings is prohibited. Cost for removal of pavement markings is incidental to the work specified in this Article and will not be measured separately for payment. Cost for removing conflicting pavement markings during maintenance of traffic operations is included in general costs for Maintenance of Traffic.

b. Before applying traffic stripes and markings, remove any material that would adversely affect the bond of the traffic stripes by a method approved by Engineer and consistent with manufacturer's specifications.

c. Remove any vegetation, soil, and other materials covering the pavement where the marking is to be applied.

d. Apply traffic stripes and markings only to dry surfaces, and when the ambient air and surface temperature is at least 40ºF and rising. Do not apply traffic stripes and markings when winds are sufficient to cause spray dust.

e. Apply traffic stripes and markings, having well defined edges, over existing pavement markings such that not more than 2 inches on either end and not more than 1 inch on either side is visible.

f. Mix the paint thoroughly prior to pouring into the painting machine. Apply paint to the pavement by spray or other means approved by Engineer.

g. Conduct field testing in accordance with Florida Method (FM) 5-541. Remove and replace traffic stripes and markings not meeting the requirements of this Article at no additional cost to the Department.

h. Apply all pavement markings prior to opening the road to traffic.

i. Apply all retro-reflective pavement markers per the requirements of Article 706 (Raised Retro-Reflective Pavement Markers and Bituminous Adhesive).

2. Painted Pavement Markings (Final Surface), when included as a single lumps sum item in the Contract having and awarded Contract price, will include two applications of standard painted pavement markings and one application of retro-reflective pavement markers applied to the final surface. Wait at least 14 days after the first application to apply the second application of Painted Pavement Markings (Final Surface). Second application must be applied prior to final acceptance of the project.

3. Thickness: Apply paint to attain a minimum wet film thickness in accordance with the manufacturer's recommendations.

4. Retroreflectivity:

a. Apply white and yellow standard pavement markings that will attain an initial retroreflectance of not less than 300 mcd/lx•m^2 and not less than 250 mcd/lx•m^2, respectively. Measure, record and certify on a Department approved form and submit to Engineer, the retroreflectivity of white and yellow pavement markings in accordance with FM 5-541.

b. The Department reserves the right to test the markings within 3 days of receipt of the Contractor's certification. Failure to afford the Department opportunity to test the markings will result in non-payment. The test readings should be representative of the Contractor's striping performance. If the retroreflectivity values measure below values shown above, reapply the pavement markings at no additional cost to the Department.

c. For standard pavement markings, ensure that the minimum retroreflectance of white and yellow pavement markings are not less than 150 mcd/lx m^2. If the retroreflectivity values fall below the 150 mcd/lx m^2 value within six months of initial application, the striping will be reapplied at the Contractor's expense.

5. Color: Use paint material that meets the requirements of FDOT 971-1.

6. Glass Spheres: Apply glass spheres on all pavement markings immediately and uniformly following the paint application. The rate of application shall be based on the manufacturer's recommendation.

E. Tolerances in Dimensions and in Alignment.

1. Establish tack points at appropriate intervals for use in aligning stripes, and set a stringline from such points to achieve accuracy.

2. Dimensions:

a. Longitudinal Lines: Apply painted skip line segments with no more than ±12 inches variance, so that over-tolerance and under-tolerance lengths between skip line and the gap will approximately balance. Apply longitudinal lines at least 2 inches from construction joints of Portland cement concrete pavement.

b. Transverse Markings, Gore Markings, Arrows, and Messages: Apply paint in multiple passes when the marking cannot be completed in one pass, with an overall line width allowable tolerance of ±1 inch

c. Contrast Lines: Use black paint to provide contrast on concrete or light asphalt pavement, when specified by Engineer. Apply black paint in 10 foot segments following each longitudinal skip line.

3. Alignment:

a. Apply painted stripes that will not deviate more than 1 inch from the stringline on tangents and curves one degree or less.

b. Apply painted stripes that will not deviate more than 2 inches from the stringline on curves greater than one degree.

c. Apply painted edge stripes uniformly, not less than 2 inches or more than 4 inches from the edge of pavement, without noticeable breaks or deviations in alignment or width.

d. Remove and replace at no additional cost to the Department, traffic stripes that deviate more than the above stated requirements.

4. Correction Rates: Make corrections of variations in width at a maximum rate of 10 feet for each 0.5 inches of correction. Make corrections of variations in alignment at a maximum rate of 25 feet for each 1 inch of correction, to return to the stringline.

F. Contractor's Responsibility for Notification.

1. Notify Engineer prior to the placement of the materials. Furnish Engineer with the manufacturer's name and batch numbers of the materials and glass spheres to be used. Ensure that the approved batch numbers appear on the materials and glass spheres packages.

G. Protection of Newly Painted Pavement Markings.

1. Do not allow traffic onto or permit vehicles to cross newly applied pavement markings until they are sufficiently dry.
2. Remove and replace any portion of the pavement markings damaged by passing traffic or from any other cause, at no additional cost to the Department.

H. Corrections for Deficiencies to Applied Painted Pavement Markings.

1. Reapply a 1.0 mile section centered around any deficiency, at no additional cost to the Department.

I. Submittals.

1. Submittal Instructions: Prepare a certification of quantities, using the Department's current approved form, for each project in the Contract. Submit the certification of quantities and daily worksheets to Engineer. The Department will not pay for any disputed items until Engineer approves the certification of quantities.
2. Contractor's Certification of Quantities: Request payment by providing to Engineer a monthly certification of quantities with each payment requisition or as directed by Engineer, based on the amount of work done or completed. Ensure the certification of quantities include the following:
   a. Contract Number, Certification Number, Certification Date and the period that the certification represents.
   b. The basis for arriving at the amount of the progress certification, less payments previously made and less any amount previously retained or withheld. The basis will include a detailed breakdown provided on the certification of items of payment.

J. Method of Measurement.

1. The quantities to be paid for under this Article will be as follows:
   a. Length, in net miles, of 6 inch Solid Traffic Stripe, authorized and acceptably applied.
   b. Total traversed distance in gross miles of 10-30 or 3-9 skip line. The actual applied line is 25 percent of the traverse distance for a 1:3 ratio. This equates to 1,320 feet of marking per mile of single line.
   c. Net length, in feet, of each of all other types of lines and stripes, authorized and acceptably applied.
   d. Number of pavement messages, symbols and directional arrows, authorized and acceptably applied. For bicycle marking, the bicycle symbol and the arrow will be paid as one unit.
   e. Lump Sum, as specified under Final Surface above, when the item for Painted Pavement Markings (Final Surface) is provided in the Contract with an awarded Contract Unit Price.
2. The net length, in feet of dotted and skip stripes other than 10-30 and 3-9 will be measured as the distance from the beginning of the first painted stripe to the end of the last painted stripe with proper deductions made for unpainted intervals as determined by plan dimensions or stations, subject to the requirements of Subarticle 1.07 F.3 (Determination of Pay Areas) of the General Requirements to these Specifications. Unpainted intervals will not be included in pay quantity.
3. The gross-mile measurement of 10-30 and 3-9 Skip Traffic Stripes will be taken as the distance from the beginning of the first painted stripe to the end of the last painted stripe, and will include the unpainted intervals. It will not include any lengths of unpainted intervals which, by design or by other intent of the Department, are greater than 30 feet. Final measurement will be determined by plan dimensions or stations, subject to the requirements of Subarticle 1.07 F.3 of the General Requirements to these Specifications.

K. Basis of Payment.

1. General:
   a. Prices and payments will be full compensation for all work specified in this Article, including all cleaning and preparing of surfaces, furnishing of all materials, application, curing and protection of all items, protection of traffic, furnishing of all tools, machines and equipment, and all incidentals necessary to complete the work.
   b. Final payment will be withheld until all deficiencies are corrected.
2. Lump Sum Payment: When the item for Painted Pavement Markings (Final Surface) is included in the proposal, prices and payments will be full compensation for two applications of all painted pavement markings applied to the final surface, and one application of retro-reflective pavement markers applied to the final surface in accordance Article 706 of these Specifications.
3. Payment, for the completed quantities measured and accepted by Engineer, will be made under the item(s) below if provided in the Contract with awarded Contract unit price(s).

Item	Description	Unit
710-11-121	Painted Pavement Markings,Standard,White,Solid, 6"	LF
710-11-122	Painted Pavement Markings,Standard,White,Solid, 8"	LF
710-11-123	Painted Pavement Markings,Standard,White,Solid, 12"	LF
710-11-124	Painted Pavement Markings,Standard,White,Solid, 18"	LF

710-11-125	Painted Pavement Markings,Standard,White,Solid, 24"	LF
710-11-141	Painted Pavement Markings (Standard) (White) (Skip) (6")	LF
710-11-160	Painted Pavement Markings, Standard, White, Message	EA
710-11-170	Painted Pavement Markings, Standard, White, Arrows	EA
710-11-221	Painted Pavement Markings, Standard, Yellow, Solid ,6"	LF
710-11-224	Painted Pavement Markings, Standard, Yellow, Solid,18"	LF
710-11-241	Painted Pavement Markings, Standard, Yellow, Skip, 6"	LF
710-26-41A	Solid Traffic Stripe Paint (4" White or Yellow)	LF

711 THERMOPLASTIC TRAFFIC STRIPES AND MARKINGS (REV. 05-02-12)

A. Description.

1. Apply new thermoplastic traffic stripes and markings, or refurbish existing thermoplastic traffic stripes and markings, in accordance with the Contract Documents.

B. Materials.

1. Thermoplastic: Use only thermoplastic materials listed on the FDOT Qualified Products List (QPL). Engineer may require random samples of all material. Use materials meeting the following requirements:

Initial or Recapped Stripes and Markings:	FDOT 971-1 and 971-5
Refurbishing Existing Stripes and Markings:	FDOT 971-1 and 971-5
Preformed Stripes and Markings:	FDOT 971-1 and 971-6

2. Glass Spheres: Use only glass spheres listed on the FDOT QPL, meeting the requirements of FDOT 971-1 and 971-2. Engineer may require random samples of all glass spheres in accordance with ASTM D 1214.
3. Sand: Use materials meeting the requirements of FDOT 971-5.4.

C. Equipment.

1. Use equipment capable of providing continuous uniform heating of striping materials to temperatures exceeding 390ºF, mixing and agitation of the material reservoir to provide a homogeneous mixture without segregation. Use equipment that will maintain the striping material in a plastic state, in all mixing and conveying parts, including the line dispensing device until applied.
2. Use equipment which can produce varying width traffic stripes and which meets the following requirements:
   a. Capable of traveling at a uniform, predetermined rate of speed, both uphill and downhill, in order to produce a uniform application of striping material and capable of following straight lines and making normal curves in a true arc.
   b. Capable of applying glass spheres to the surface of the completed stripe by a double drop application for initial traffic striping and marking and a single drop application for recapping and refurbishing. The bead dispenser for the first bead drop shall be attached to the striping machine in such a manner that the beads are dispensed closely behind with the thermoplastic material. The second bead dispenser bead shall be attached to the striping machine in such a manner that the beads are dispensed immediately after the first bead drop application. Glass spheres dispensers shall be equipped with an automatic cut-off control that is synchronized with the cut-off of the thermoplastic material and applies the glass spheres in a manner such that the spheres appear uniform on the entire traffic stripes and markings surface with, 50 to 60 percent embedment.
   c. Equipped with a special kettle for uniformly heating and melting the striping material. The kettle must be equipped with an automatic temperature control device and material thermometer for positive temperature control and to prevent overheating or scorching of the thermoplastic material.
   d. Meet the requirements of the National Fire Protection Association, state, and local authorities.

D. Application.

1. General:
   a. Remove, by a method approved by Engineer, existing pavement markings such that scars or traces of removed markings will not conflict with new stripes and markings. Clean and dispose at an approved site all resulting debris. Use of paint to cover conflicting pavement markings is prohibited. Cost for removal of pavement markings is incidental to the work specified in this Article. Cost for removing conflicting pavement markings during maintenance of traffic operations to be included in Maintenance of Traffic.
   b. Remove any vegetation, soil, and other materials covering the pavement where the marking is to be applied.
   c. Before applying traffic stripes and markings remove, by a method approved by Engineer and consistent with manufacturer's specifications, any material that would adversely affect the bond of the traffic stripes. Before applying traffic stripes to any Portland cement concrete surface, apply a primer, sealer or surface preparation adhesive of the type recommended by the manufacturer. Offset longitudinal lines at least 2 inches from any longitudinal joints of Portland cement concrete pavement.
   d. Apply traffic stripes or markings only to dry surfaces, and when the ambient air and surface temperature is at least 50ºF and rising for asphalt surfaces and 60ºF and rising for concrete surfaces.
   e. Apply striping to the same tolerances in dimensions and in alignment specified under "Tolerances in

Dimension and in Alignment" below. When applying traffic stripes and markings over existing markings, ensure that not more than 2 inches on either end and not more than 1 inch on either side of the existing line is visible.

f. Apply thermoplastic material to the pavement either by spray, extrusion or other means approved by Engineer.

g. Conduct field tests in accordance with Florida Method (FM) 5-541. Take test readings representative of the striping performance. Remove and replace traffic stripes and markings not meeting the requirements of this Article at no additional cost to the Department.

h. Apply all final pavement markings prior to opening the road to traffic.

i. Preformed Thermoplastic: Apply markings only to dry surfaces and when ambient air temperature is at least 32°F. Prior to installation, follow the manufacturer's recommendations for pre-heating.

2. Thickness:

a. Initial or Recapped Stripes and Markings:

1) Apply or recap traffic stripes or markings such that all lane lines, center lines, transverse markings and traffic stripes and markings within traffic wearing areas, will have a thickness of 0.10 to 0.15 inch when measured above the pavement surface.

2) Gore, island, and diagonal stripe markings, bike lane symbols and messages, wherever located, will have a thickness of 0.09 to 0.12 inch when measured above the pavement surface.

3) Measure, record, certify and submit to Engineer, the thickness of white and yellow pavement markings in accordance with FM 5-541.

b. Refurbishing Existing Traffic Stripes and Markings: Apply a minimum of 0.06 inch of thermoplastic material. Ensure that the combination of the existing stripe and the overlay after application of glass spheres does not exceed the maximum thickness of 0.150 inch for all lines.

3. Retroreflectivity:

a. Apply white and yellow traffic stripes and markings that will attain an initial retroreflectivity of not less than 450 mcd/lx•m^2 and not less than 350 mcd/lx•m^2, respectively for all longitudinal lines.

b. All transverse lines, messages and arrows will attain an initial retroreflectivity of not less than 300 mcd/lx•m^2 and 250 mcd/lx•m^2 for white and yellow respectively.

c. All pedestrian crosswalks, bike lane symbols or messages in a proposed bike lane shall attain an initial retroreflectivity of not less than 275 mcd/lx•m^2.

d. Measure, record, certify, and submit to Engineer, the retroreflectivity of white and yellow pavement markings in accordance with FM 5-541.

4. Glass Spheres:

a. Longitudinal Lines:

1) For initial traffic striping and marking, apply the first drop of Type 4 or larger glass spheres immediately followed by the second drop of Type 1 glass spheres.

2) For refurbishing, apply a single drop of Type 3 glass spheres.

3) Apply reflective glass spheres to all markings at the rates determined by the manufacturer's recommendations.

b. Transverse Stripes and Markings:

1) Apply a single drop of Type 1 glass spheres.

2) Apply reflective glass spheres to all markings at the rates determined by the manufacturer's recommendations.

3) Apply a mixture consisting of 50 percent glass spheres and 50 percent sharp silica sand to all thermoplastic pedestrian crosswalk lines and bike lane symbols at the rates determined by the manufacturer's recommendations.

c. Preformed Markings: These markings are factory supplied with glass spheres and skid resistant material. No additional glass spheres or skid resistant material should be applied during installation.

E. Tolerances in Dimensions and in Alignment.

1. Establish tack points at appropriate intervals for use in aligning stripes, and set a stringline from such points to achieve accuracy.

2. Dimensions:

a. Longitudinal Lines: Apply thermoplastic skip line segments with no more than ±12 inches variance, so that over-tolerance and under-tolerance lengths between skip line and the gap will approximately balance. Apply longitudinal lines at least 2 inches from construction joints of Portland cement concrete pavement.

b. Transverse Markings, Gore Markings, Arrows, and Messages: Apply thermoplastic in multiple passes when the marking cannot be completed in one pass, with an overall line width allowable tolerance of ±1 inch

c. Contrast Lines: Use black paint to provide contrast on concrete or light asphalt pavement, when specified by Engineer. Apply black paint in 10 foot segments following each longitudinal skip line.

3. Alignment:

a. Apply thermoplastic stripes that will not deviate more than 1 inch from the stringline on tangents and curves one degree or less.

b. Apply thermoplastic stripes that will not deviate more than 2 inches from the stringline on curves greater than one degree.

c. Apply thermoplastic edge stripes uniformly, not less than 2 inches or more than 4 inches from the edge of pavement, without noticeable breaks or deviations in alignment or width.

d. Remove and replace at no additional cost to the Department, traffic stripes that deviate more than the above stated requirements.

4. Correction Rates:

a. Make corrections of variations in width at a maximum rate of 10 feet for each 0.5 inches of correction. Make corrections of variations in alignment at a maximum rate of 25 feet for each 1 inch of correction, to return to the stringline.

F. Contractor's Responsibility for Notification.

1. Notify Engineer prior to the placement of the thermoplastic materials.

2. Furnish Engineer with the manufacturer's name and batch numbers of the thermoplastic materials and glass spheres to be used.

3. Ensure that the approved batch numbers appear on the thermoplastic materials and glass spheres packages.

G. Protection of Newly Applied Traffic Stripes and Markings.

1. Do not allow traffic onto or permit vehicles to cross newly applied pavement markings until they are sufficiently dry.

2. Remove and replace any portion of the pavement markings damaged by passing traffic or from any other cause, at no additional cost to the Department.

H. Observation Period.

1. Pavement markings are subject to a 180 day observation period under normal traffic. The observation period shall begin with the satisfactory completion and acceptance of the work.

2. The pavement markings shall show no signs of failure due to blistering, excessive cracking, chipping, discoloration, poor adhesion to the pavement, loss of reflectivity or vehicular damage. The retroreflectivity must meet the initial requirements stipulated above. The Department reserves the right to check the color and retroreflectivity any time prior to the end of the observation period.

3. Replace, at no additional expense to the Department, any pavement markings that do not perform satisfactorily under traffic during the 180 day observation period.

I. Corrections for Deficiencies.

1. Recapping applies to conditions where additional striping material is applied to new or refurbished traffic stripes or markings to correct a deficiency. Recap a 1.0 mile section centered around the deficiency with additional striping material or by complete removal and reapplication at no additional cost to the Department.

2. If recapping will result in a thickness exceeding the maximum allowed, the traffic stripes or markings must be removed and reapplied.

J. Submittals.

1. Submittal Instructions: Prepare a certification of quantities, for each project in the Contract. Submit the certification of quantities and daily worksheets to Engineer. The Department will not pay for any disputed items until Engineer approves the certification of quantities.

2. Contractor's Certification of Quantities: Request payment by submitting a certification of quantities with each payment requisition, based on the amount of work done or completed. Ensure the certification of quantities includes the following:

a. Contract Number, Certification Number, Certification Date and the period that the certification represents.

b. The basis for arriving at the amount of the progress certification, less payments previously made and less any amount previously retained or withheld. The basis will include a detailed breakdown provided on the certification of items of payment.

K. Method of Measurement.

1. Quantities to be measured by Engineer for payment under this Article will be as follows:

a. The length, in net miles, of 6 inch Solid Traffic Stripe, authorized and acceptably applied.

b. The total traversed distance in gross miles of 10-30 or 3-9 skip line. The actual applied line is 25 percent of the traverse distance, for a 1:3 ratio. This equates to 1,320 feet of marking per mile of single line.

c. The net length, in feet, of all other types of lines and stripes, authorized and acceptably applied.

d. The area, in square feet, of Removal of Existing Pavement Markings, acceptably removed. Cost for removing conflicting pavement markings during maintenance of traffic operations is included in Maintenance of Traffic.

e. The number of pavement messages, symbols and directional arrows, authorized and acceptably applied.

L. Basis of Payment.

1. Prices and payments will be full compensation for all work specified in this Article, including all cleaning and preparing of surfaces, furnishing of all materials, application, curing and protection of all items, protection of traffic, furnishing of all tools, machines and equipment, and all incidentals necessary to complete the work. Final payment will be withheld until all deficiencies are corrected.

2. Payment, for the completed quantities measured and accepted by Engineer, will be made under the item(s) below if provided in the Contract with awarded Contract unit price(s).

Item	Description	Unit
711-11-121	Thermoplastic (White) Solid 6"	LF
711-11-122	Thermoplastic (White) Solid 8"	LF
711-11-123	Thermoplastic (White) Solid 12"	LF

711-11-124	Thermoplastic (White) Solid 18"	LF
711-11-125	Thermoplastic (White) Solid 24"	LF
711-11-141	Thermoplastic (White)(Skip) 6"	LF
711-11-160	Thermoplastic (White) Message	EA
711-11-170	Thermoplastic (White) Arrows	EA
711-11-221	Thermoplastic (Yellow) Solid 6"	LF
711-11-224	Thermoplastic (Yellow) Solid 18"	LF
711-11-241	Thermoplastic (Yellow)(Skip) 6"	LF
711-14-160	Thermoplastic,Preformed,White,Message	EA
711-2A	Skip Traffic Stripe (4” Wht/Yell 6’ X 10’) Thermo	LF
711-33-34	Skip Traffic Stripe (4” Wht/Yell 10’ X 30’) Thermo	LF
711-35-41	Solid Traffic Stripe (4" White)(Thermoplastic)	LF
711-36-41	Solid Traffic Stripe (4" Yellow)(Thermoplastic)	LF
711-5	Guidelines (6” 2’ X 4’) Wht Thermo	LF
711-72	Removal Of Existing Pavement Markings	SF

Special Provisions

SPECIAL PROVISIONS

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1. GENERAL REQUIREMENTS

1.01 SCOPE OF WORK

A. Work under this Contract includes furnishing of all supervision, labor, materials, tools, equipment and performing all operations required to construct the Work in accordance with the Contract Documents.

B. Work includes but is not limited to:

1. Providing labor, equipment and materials to rehabilitate the roadway following repairs or improvements on behalf of the Water & Sewer Department by removing and replacing asphalt pavement at the identified locations of work. Additional work includes adjusting of valves and/or manholes, the inspection, removal, and/or replacement of the existing base, and installation of Paving Markings and striping.

C. If any changes are required due to conflict of design and or field conditions, the Engineer will make the final determination.

The Contractor and all subcontractors, under this Contract, are prohibited from performing any work, other than specified in the Contract and/or directed by the Engineer, within the limits of the project site, without prior written notification to the Engineer. This includes any work for private or commercial entities.

1.02 LOCATION OF WORK

A. The tentative locations for work to be performed under the terms of this Contract are provided as Appendix “C” to these Special Provisions. The County may update the work site list subsequent to the Award of this Contract by adding, deleting, or substituting with comparable sites. The actual location(s) of work shall be identified in the Work Order(s) issued subsequent to the Award of the Contract. The combined total cost for all work authorized by the Work Order(s) shall not exceed the Contract Award amount.

1.03 PLANS

A. There are no Engineering Plans accompanying these Contract Documents. However, typical details and/or sketches regarding the proposed work may be provided with the Work Order(s). Additional standard details are available in the Miami-Dade County Public Works Manual and the latest edition of the Florida Department of Transportation's Design Standards for Design, Construction, Maintenance and Utility Operations on The State Highway System.

B. The County through its Engineer shall have the right to modify the details and/or sketches, to supplement the sketches with additional plans and/or with additional information as work proceeds; all of which shall be considered as plans accompanying these Specifications herein generally referred to as the "Plans.” In case of disagreement between the Plans and Specifications, the Engineer shall make a final determination as to which shall govern.

1.04 TIME FOR COMPLETION

A. The terms of this Contract shall expire 540 calendar days from the effective date of the "Notice to Proceed," or until such time as the Contract amount has been expended, whichever occurs first.

B. The effective date of the “Notice to Proceed” will be established during the Preconstruction Conference which is held shortly after the Award of Contract and which is attended by members of Public Works Department, the Contractor, representatives of utility companies, and others affected by the Work. The effective date shall be set as a date no later than 30 calendar days after the date of execution of the Contract Documents, unless a later date acceptable to both parties is agreed upon in writing.

1.05 PROSECUTION AND PROGRESS

A. Amend article 1.06, add to sub-article f.” Scheduling of work” sub article 4. “Additional requirements for work order contracts” sub-article “e” as follows:

As time is an essential element of the contract, the Contractor is expected to supply sufficient work force material and equipment to perform the work listed under the “Scope of Work” in accordance with the schedule(s) approved by the Engineer and the requirements stipulated in each Work Order. The Contractor will be required to actively perform with a minimum of two production crews working simultaneously in two different designated work areas.

2. BITUMINOUS TREATMENTS SURFACE COURSES AND CONCRETE PAVEMENT

2.01 ASPHALT BASE

The work under this pay item consists of excavating base material to a depth indicated by the Engineer. (New base shall be constructed of Type Hot Mix Asphalt, Traffic C, SP-9.5 and compacted on three (3) inch layers to a total compacted thickness of six (6) inches.

Payment for this item shall be on a per Ton basis, of Type Hot Mix Asphalt, Traffic C, SP-9.5 and shall include excavation, removal and disposal of existing base material.

1. Payment shall be made under:

Item No.	Description	Unit
2WS1	Asphalt Base	TON

2.02 ASPHALT SURFACE PAVEMENT REPAIR

Work under this item consist of saw cutting existing surface course in straight lines to form a shoulder one foot wide on each side of the trench including bell cuts, as outlined by the Engineer. The pavement shall be removed (up to 3 inches) to expose the existing base for inspection. If base material is found suitable by the Engineer, said base should be re-compacted and the asphalt concrete replace to the original thickness.

Payment will be made at the Contract unit prices for the quantities completed and accepted by the Engineer under the following item(s) as applicable;

Item No.	Description	Unit
1WS1A-1	Asphalt Surface Pavement Repair	**S.F.**

2.03 ADDITIONAL ASPHALT SURFACE PAVEMENT REPAIR

The work under this item consist of saw cutting, removal, disposal, and replacement of existing pavement when it exceeds three (3)inches in thickness, as may be required to expose the top of the existing limerock base. Removal of additional thickness of asphaltic concrete in excess of three (3) inches shall be paid in increments of (1) inch, at the per square foot per inch price bid under this item.

Payment will be made at the Contract unit prices for the quantities completed and accepted by the Engineer under the following item(s) as applicable;

Item No.	Description	Unit	Unit
1WSB	Additional Asphalt Pavement Repair	S.F.	

3. GENERAL CONSTRUCTION

3.01 FIELD OFFICE

1. A local field office is not required; however, the Contractor will be required to provide the Engineer with a local (Miami-Dade County) telephone, cellular or beeper number, where the Contractor may be contacted 24 hours a day, 7 days a week during the period for which the Contract is in force.

APPENDIX “A” TO SP

AUTHORIZATION AGREEMENT FOR AUTOMATIC DEPOSIT

AUTHORIZATION AGREEMENT

FOR AUTOMATIC DEPOSIT OF MIAMI-DADE COUNTY WARRANTS

We hereby authorize the Finance Department to initiate credit entries to our account (identified below) in the financial institution named below and authorize the financial institution to credit the same to our account.

This authority is to remain in effect until revoked by us in writing to the Finance Department. Account changes must be reported to the Finance Department thirty (30) days prior to the actual change.

Please complete the following information:

SECTION 1 *(TO BE COMPLETED BY VENDOR)*

TYPE OF TRANSACTION: ADD _____ CHANGE ____ DELETE _____

VENDOR NAME: _____

FISCAL OFFICER: _____

TELEPHONE NUMBER: _____

FEDERAL TAX IDENTIFICATION NUMBER: | | | | | | | | | |

FISCAL OFFICER SIGNATURE/TITLE: _____

SECTION 2 *(TO BE COMPLETED BY FINANCIAL INSTITUTION)*

DIRECT DEPOSIT TO BE MADE TO:

FINANCIAL INSTITUTION NAME: _____

ADDRESS: _____

_____

TELEPHONE NUMBER: _____

ROUTING & TRANSIT NUMBER/BANK NUMBER: | | | | | | | | | |

ACCOUNT # OF VENDOR | | | | | | | | | | | | |

TYPE OF ACCOUNT:

☐ CHECKING ☐ SAVINGS

BANK OFFICIAL SIGNATURE _____ DATE _____

SECTION 3 *(TO BE COMPLETED BY FINANCE)*

DATE RECEIVED: _____ ACH INDICATOR UPDATE: _____

VENDOR NUMBER: _____ CASH MANAGEMENT APPOVAL: _____

DISBURSEMENT OFFICER APPROVAL: _____

APPENDIX “C”

LOCATION OF WORK

The locations of work to be performed under the terms of this Contract have been tentatively listed in the following attachment.

The County may update this work site list subsequent to the Award of this Contract by adding, deleting, or substituting with comparable sites. The actual location(s) of work shall be identified in the Work Order(s) issued subsequent to the Award of the Contract. The combined total cost for all work authorized by the Work Order(s) shall not exceed the Contract Award amount.

The Department does not guarantee that the full amount of the Contract will be issue to the Contractor. The actual amount of Work orders assigned will be the prerogative of the department in its sole discretion and dependent only upon its needs.

APPENDIX “C”

LOCATION OF WORK

The location(s) of the Work to be performed under the terms of this Contract are:

1. 51401 BRICKELL AVE
2. NE 2013 ST and NE 27 CT
3. 3251 SW 32 AVE
4. 4409 SANTA MARIA ST
5. 7362-7390 SW 104 ST
6. 2230 NW 2 AVE
7. 8200 SW 44 ST
8. 19781 SW 122 AVE
9. 4430 NW 1 AVE
10. 4001 NW 11 ST

SECTION 8: ENGINEERING DRAWINGS

ENGINEERING DRAWINGS

NOT PROVIDED