

Grants & Contracts - Transmittal Memo

DATE: March 15, 2018

FROM: Purchasing Division, Contracts

TO: Brian Singleton
Ramon Gavarrete

CONTRACT #: 10865

VENDOR: VE Whitehurst and Sons, Inc.

DESCRIPTION: #10865 VE Whitehurst and Sons, Inc. Agreement Project 6371 and
917-7901 SW 75th Street from Archer Road to SW 8th Avenue
BID 18-804

APPROVED BY: Board of County Commissioners

APPROVAL DATE: 3/13/2018

RECEIVED ON: March 15, 2018

TERM START: 3/13/2018

TERM END:

AMOUNT: \$3,277,699.45

ACCOUNT:

ENCUMBRANCE #:

RFP/BID #: 18-804

ACTIONS REQUIRED: Please forward a copy to the vendor & retain a copy for your files.

COPY TO: Finance and Accounting
Risk Division
File

**CAPITAL CONSTRUCTION AGREEMENT FOR COUNTY
PROJECT 6371 AND 917-7901 - SW 75th Street from SW Archer Road to SW 8TH AVENUE
BID #18-804 WITH V.E. WHITEHURST & SONS, INC**

THIS AGREEMENT made and entered into this 13th day of March, 2018, by and between V.E. Whitehurst & Sons, Inc. hereinafter referred to as "Contractor" doing business at 20551 NE 75th St, Williston, FL 32696 and ALACHUA COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County" (collectively, the Contractor and the County are referred to herein as the "Parties"):

WITNESSETH:

WHEREAS, the County issued Bid 18-804 seeking the bids from Contractors to furnish all labor, materials, equipment and apparatus for the construction of: Project No. 6371 and 917-7901 - SW 75th Street from SW Archer Road to SW 8th Ave. in Alachua County, Florida; and

WHEREAS, after evaluating and considering all timely responses to Bid 18-804, the County identified the Contractor as the top ranked firm; and

WHEREAS, the County desires to employ the Contractor to provide the services described in Bid 18-804 and the Contractor desires to provide such services to the County in accordance with the terms and conditions set forth herein; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereby agree as follows:

1 **THE WORK.** The Contractor shall furnish all labor, material, equipment, apparatus and services covered by the specifications and shall achieve final completion by the date specified in the contract documents and specifications for Bid #18-804, Project No: 6371 and 917-7901 "SW 75th Street from SW Archer Road to SW 8th Ave." dated January 3rd, 2018, hereinafter referred to as "Contract Documents and Specifications", which shall include all incidental and necessary work thereto (the "Work"). The Contract Documents and Specifications are hereby incorporated by reference and made part of this Agreement as if fully set forth herein. Receipt of the Contract Documents and Specifications are herein acknowledged by the Contractor and made a part of this Agreement, the same as though they were set forth at length herein.

2 **CONTRACT PRICE.**

2.1 The County hereby agrees to pay to the Contractor for the faithful performance of the Work, subject to additions and deductions, as provided in the Contract Documents and Specifications the sum of THREE MILLION TWO HUNDRED SEVENTY-SEVEN THOUSAND SIX HUNDRED AND NINETY-NINE DOLLARS and FORTY-FIVE CENTS

(\$ 3,277,699.45) (hereinafter, the "Contract Price").

- 2.2 In order to efficiently and timely address any unknown or unanticipated conditions that are within the scope of the required Work and are otherwise reimbursable without duplication as a cost of the Work, but excluding all items that are to be reimbursed under the Contract Price, the Parties have agreed to establish a contingency within an amount Not-To-Exceed THREE HUNDRED TWENTY-SEVEN THOUSAND SEVEN HUNDRED SIXTY-NINE DOLLARS and NINETY-FIVE CENTS. (\$327,769.95) (hereinafter, the "Contingency").
- 2.3 Contingency funds shall be used to cover costs that may result from incomplete design and unanticipated costs that arise during construction that are not identified by the Construction Documents and Specifications. Contractor shall not proceed with any portion of the Work which it intends to charge against the Contingency without first obtaining County's express written authorization to proceed.
- 2.4 The Contractor acknowledges and agrees that any Work which is to be charged against the Contingency that does not receive such prior written approval from the County shall be deemed to be part of Contractors Work compensated within the Contract Price and not chargeable against the Contingency. The Owner reserves the right, at its sole discretion, to withhold its consent on Contingency expenditures. Further, any Contingency expenditure becomes part of the Contract Documents and is incorporated by reference herein. County approved, but unused Contingency remaining at the end of the job will be credited from the Contract Price. Construction Manager has no entitlement to any portion of any unused Contingency.

3 ALACHUA COUNTY MINIMUM WAGE

- 3.1 Services rendered through this Agreement are considered covered services under Chapter 22, Article III, of the Alachua County Code of Ordinances ("Wage Ordinance"), which establishes a government minimum wage for certain contractors and subcontractors providing selected services to Alachua County government. "Covered Employees," as defined in Sec. 22.45 of the Wage Ordinance, are those employees directly involved in providing covered services pursuant to this Agreement.
- 3.2 Current required Alachua County Government Minimum Wage is \$13.00 per hour when health benefits are provided at the equivalent value of \$2.04 per hour and \$15.04 when health benefits are not provided (collectively, the "Minimum Wage").
- 3.3 The County may amend the applicable Minimum Wage on or before October 1st of each year.
- 3.4 The Contractor must provide certification, the form of which is attached hereto as **Attachment D**, to the County that it pays each of its employees the Alachua County Government Minimum Wage, as may be amended by the County on or before October

1st of each year, as well as ensuring that it will require the same of its subcontractors throughout the duration of this Agreement.

3.5 The Contractor shall prominently display a copy of the Wage Ordinance where it is easily seen by covered employees and supply to covered employees upon request. Additionally, the Contractor is responsible to make any person submitting a bid for a subcontract for covered services aware of the requirements.

3.6 Failure to comply with the provisions of the Wage Ordinance shall constitute a default of this Agreement and authorize the County to withhold payment of funds in accordance with Chapter 218, F.S.

3.7 The Contractor will include the necessary provisions in subcontracts to ensure compliance. However, the County shall not be deemed a necessary, or indispensable, party in any litigation between the Contractor and subcontractor.

4 GENERAL CONDITIONS

4.1 It is mutually agreed between the Parties hereto that if, at any time after the execution of this Agreement and the surety bond hereto attached for its faithful performance and payment, the County shall deem the surety or sureties upon such bond to be unsatisfactory, or if, for any reason, such bond ceases to be adequate to cover the performance of the Work the Contractor shall, at its own expense, within five (5) days after the receipt of notice from the County to do so, furnish an additional bond or bonds in such form and amount, and with surety or sureties as shall be satisfactory to the County. In such event, no further payment to the Contractor shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the work shall be furnished in a manner and form satisfactory to the County.

4.2 It is agreed by both Parties hereto that progress payments and final payment for Work performed, determined by the County's Project Representative, will be made in accordance with the provisions as stipulated in the Contract Documents and Specifications. It is agreed that 10% of the amount earned through each progress payment as set forth in the Contract Documents and Specifications will be withheld until the Project reaches 50% completion. For purposes of this project, 50% completion is defined as complete by the Contractor and acceptance by the County of 50% of the Contract Price as defined in paragraph 2.1 of this Agreement. Once 50% completion is reached, the Contractor may request that the County shall pay up to one half of the retainage then held by the County for the properly completed Work. If the County does not dispute any services or payment, the County will make such payment. Furthermore, once 50% completion is reached, the County shall thereafter retain only 5% of each progress payment.

4.3 Within 30 days of substantial completion of the Project as defined herein, or if not defined upon reaching beneficial occupancy or use, the Contractor and County will develop a list (the "List") of items required to render complete, satisfactory and acceptable the Work. The

County will provide a first draft of the List within forty five (45) days of notice of substantial completion. Contractor will notify the County of acceptance or of any changes requested within fourteen (14) days of receipt. The List developed does not relieve the Contractor of the responsibility for corrective work or for pending items not yet completed for the Project and any items that are identified after development of the List that are required to correct or complete the Project remain the responsibility of the Contractor.

- 4.4 If the County fails to develop the List in the time specified, the Contractor may request payment for all retainage held by the County. If the Contractor fails to cooperate with the County in developing the List, or obligations under the List, the County is not obligated to pay the retainage.
- 4.5 The County shall not be obligated to make payment to the Contractor for amounts that are the subject of a good faith dispute or a claim brought pursuant to §255.05, Florida Statutes.
- 4.6 Once all items on the List have been completed, the Contractor may request the remaining retainage from the County. In cases of a dispute as to completion of an item on the List, the County may withhold and amount not to exceed 150% of the total estimated cost to complete disputed items.
- 4.7 General Terms and Conditions as found in the referenced Project Manual are attached hereto as **Attachment "A"**. Special Condition as found in the referenced Project Manual are attached hereto as **Attachment "E"**.

5 CONTRACT TIME AND DAMAGES

- 5.1 It is agreed by both Parties that **TIME IS OF THE ESSENCE** for the completion of the Work. The Contract Time shall begin as set for within the issuance of a Notice to Proceed to the Contractor by the County. Contract Time for Substantial Completion is 125 Working Days, as defined in Contract Documents and Specifications. Contract Time for Final Completion is 45 calendar days after Substantial Completion is met.
- 5.2 Inasmuch as failure to complete the Work within the time herein fixed will result in substantial injury to the County and whereas damages arising from such failure cannot be calculated with any degree of certainty, it is hereby agreed that if such Work has not reached Substantial Completion as herein defined or within such further time, if any, as shall be allowed for such performance of Substantial Completion in accordance with the provisions of this Agreement, the Contractor shall pay the County as liquidated damages and not as a penalty the sum of TWO THOUSAND EIGHT HUNDRED AND ELEVEN DOLLARS (\$2,811.00) per day for each and every calendar day after the date fixed for Substantial Completion for the project.
- 5.3 Inasmuch as failure to complete the Work within the time herein fixed will result in substantial injury to the County and whereas damages arising from such failure cannot be

calculated with any degree of certainty, it is hereby agreed that if such Work has not reached Final Completion as herein defined or within such further time, if any, as shall be allowed for such performance of Final Completion in accordance with the provisions of this Agreement, the Contractor shall pay the County as liquidated damages and not as a penalty the sum of ONE THOUSAND FOUR HUNDRED AND SIX DOLLARS (\$1,406.00) per day for each and every calendar day after the date fixed for Final Completion for the project.

6 PERFORMANCE AND PAYMENT BONDS

6.2 Within ten (10) business days after the execution of this Agreement by the Parties, Contractor shall provide Owner with Performance and Payment Bonds, in the form prescribed in **Attachment "B"**, in the amount of 110% of the total sum of the Contract Price, the costs of which are to be paid by the Contractor.

6.3 If the surety for any bond furnished by the Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Documents, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the minimum requirements noted above and County's approval.

6.4 In accordance with the requirements of Section 255.05(1)(a), Florida Statutes, the Contractor shall record a copy of the Performance and Payment Bonds in the Public Records of Alachua County, Florida, prior to performing any Work under this Agreement. The Contractor shall deliver a certified copy of the recorded Performance and Payment Bonds to the County at least five (5) days prior to performing any Work under this Agreement. The Contractor shall not perform any Work under this Agreement prior to recording said bonds. The timely delivery of the certified copy of the recorded Performance and Payment Bonds is a condition precedent to County's obligation to make any progress payments to the Contractor hereunder.

7 **NOTICES** - Except as otherwise provided in this Agreement any notice of default or termination from either party to the other party must be in writing and sent by certified mail, return receipt requested, or by personal delivery with receipt. All notices shall be deemed delivered two (2) business days after mailing, unless deliver is by personal delivery in which case delivery shall be deemed to occur upon actual receipt by the other party. For purposes of all notices, Contractor's and County representative are:

County:

Public Works
5620 NW 120th Lane
Gainesville, FL 32653
Attn: County Engineer

Contractor

V.E. Whitehurst & Sons, Inc.
20551 NE 75th St,
Williston, FL 32696
Attn: Chris Burleson

A copy of any notice, request or approval to the County must also be sent to:

Jesse K. Irby
Clerk of the Court
12 SE 1st Street
Gainesville, FL 32601
ATTN: Finance and Accounting

and

Purchasing Division
12 SE 1st Street, 3rd Floor
Gainesville, Florida 32601
Attn: Contracts

8. **RELEASE OF LIEN.** It is agreed that when all Work contemplated by this Agreement has been completed and has been inspected and approved by the County, or the County's authorized representatives, the Contractor shall furnish to the County the Contractor's Final Affidavit in the form attached hereto as **Attachment "F"**, or other such release as provided for in §255.05, Florida Statutes, and agreed to by the County. Submission of the Contractor's invoice for final payment shall further constitute the Contractor's representation to the County that all obligations of the Contractor to others, including but not limited to its consultants, subcontractors, and suppliers, incurred in connection with the Project, have been paid in full and Contractor shall include executed and notarized Waivers of Right to Claim against the Payment Bond, in the form attached hereto as **Attachment "G"**, from all persons defined in s. 713.01, Florida Statutes, who furnished labor, services, or materials for the prosecution of the Work provided for in this Agreement, unless the Contractor provides the County with a written consent from the surety regarding the project or the payment in question.

9. **INCORPORATION BY REFERENCE OF SPECIFICATIONS AND GENERAL CONDITIONS**

- 9.1 Receipt of the Contract Documents and Specifications are herein acknowledged by the Contractor and made a part of the Agreement the same as though they were set forth at length herein. The general conditions are incorporated herein.

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

- 9.2.1 Amendments and Change orders
- 9.2.2 Contract Documents and Specifications
- 9.2.3 Special Provisions
- 9.2.4 Technical Special Provisions
- 9.2.5 Plans
- 9.2.6 Developmental Specifications
- 9.2.7 Supplemental Specifications
- 9.2.8 Standard Specifications

10. **INDEMNIFICATION**

- 10.1 To the maximum extent permitted by Florida law, but subject to the monetary limitation that the extent of the Contractor's indemnification obligation shall not exceed the Contract Price, the Contractor shall indemnify and hold harmless the County and its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor or anyone employed or utilized by the Contractor in the performance of this Agreement.
- 10.2 The Contractor obligation to indemnify under this Article will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the County or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.
- 10.3 This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Contractor insurance coverage. This indemnification provision shall survive the termination of the Agreement between the County and the Contractor.
- 10.4 In any and all claims against the County or any of its agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Article shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' compensation acts, disability benefit acts or employee benefit acts.
- 10.5 Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions or limits of liability of §768.28, Florida Statutes.

11 PROJECT RECORDS

11.1 **General Provisions:**

- 11.1.1 Any document submitted to the County may be a public record and is open for inspection or copying by any person or entity. "Public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency per Section 119.011(11), Florida Statutes. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law.
- 11.1.2 In accordance with Section 119.0701, Florida Statutes, the Contractor, *when acting on behalf of the County*, as provided under 119.011(2), F.S., shall keep and maintain public records as required by law and retain them as provided by the General Record Schedule established by the Department of State. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law. Additionally, the Contractor shall provide the public records at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- 11.1.3 Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the County.

11.2 **Confidential Information**

- 11.2.1 During the term of this Agreement, the Contractor may claim that some or all of Contractor's information, including, but not limited to, software documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as confidential and proprietary by Contractor in accordance with Section 812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Record Act. Contractor shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the County shall use its best efforts to maintain the confidentiality of the information properly identified by the Contractor as "Confidential Information" or "CI."
- 11.2.2 The County shall promptly notify the Contractor in writing of any request

received by the County for disclosure of Contractor's Confidential Information and the Contractor may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Contractor shall protect, defend, indemnify, and hold the County, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. Contractor shall investigate, handle, respond to, and defend, using counsel chosen by the County, at Contractor's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Contractor shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this Agreement, the provisions of this paragraph shall continue to survive. Contractor releases County from claims or damages related to disclosure by County.

- 11.3 **Project Completion:** Upon completion of, or in the event this Agreement is terminated, the Contractor, *when acting on behalf of the County* as provided under 119.011(2), F.S., shall transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion or termination of the Agreement, it must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon the completion or termination of the agreement all applicable requirements for retaining public records shall be met. All records stored electronically shall be provided to the County, upon request from the Counties custodian of public records, in a format that is compatible with the information technology systems of the County.

11.4 **Compliance:**

- 11.4.1 If the Contractor does not comply with the County's request for records, the County shall enforce this Agreement.
- 11.4.2 In addition, if the Contractor fails to provide the public records to the County within a reasonable time may be subject to penalties under s. 119.10, Florida Statutes.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC WORKS CONTRACTS AND DESIGN MANAGER AT BSINGLETON@ALACHUACOUNTY.US, AT 352-548-1306, OR BY MAIL AT 5620 NW 120th Lane, Gainesville, FL 32653.

- 12 **INSURANCE** Throughout the term of this project, the Contractor shall provide

insurance of the types and in the amounts set forth in **Attachment "C"**. The Contractor shall also require any subcontractors to provide insurance as set forth in **Attachment "C"**. A current copy of the Contractor Certificate of Insurance showing coverage of the types and in the amounts required is attached hereto as **Exhibit "1"**.

- 13 **SEVERABILITY** It is understood and agreed by the Parties to this Agreement that if any of the provisions of the Agreement shall contravene, or be invalid under the laws of the State of Florida, such contravention or invalidity shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provision or provisions held to be invalid, and the rights and obligations of the Parties shall be construed and enforced accordingly.
- 14 **AMENDMENT** This Agreement may be amended by mutual written agreement of the Parties hereto. Further, this Agreement, including without limitation all changes in the maximum indebtedness, scope of services, time of completion, and other material terms and conditions, may be changed only by such written amendment.
- 15 **INDEPENDENT CONTRACTOR** In the performance of this Agreement, the Contractor will be acting in the capacity of an independent Contractor, and not as an agent, employee, partner, joint venture, or associate of the County. The Contractor shall be solely responsible for the means, methods and techniques, sequences and procedures utilized by the Contractor in the full performance of this Agreement. Neither Contractor nor anyone employed by Contractor shall represent, act, purport to act, or to be deemed to be the agent, representative, employee or servant of the County.
- 16 **CHOICE OF LAW** The laws of the State of Florida shall govern this Agreement and the duties and obligations stated within this Agreement. Sole and exclusive venue for all actions arising under this Agreement shall be in Alachua County, Florida.
- 17 **COMPLETE AGREEMENT** This Agreement contains the sole and entire agreement between the County and the Contractor and supersedes any other written or oral agreements between them not incorporated herein.
- 18 **NON WAIVER** The failure of any party to exercise any right in this Agreement will not waive such right in the event of any further default or non-compliance.
- 19 **SUCCESSORS AND ASSIGNS** The Contractor shall not assign its rights hereunder, excepting its right to payment, nor shall it delegate any of its duties hereunder without the written consent of the County. Subject to the provisions of the preceding sentence, each party hereto binds itself, its successors, assigns and legal representatives to the other and to the successors, assigns and legal representatives of such other party. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County, nor shall it be construed as giving any right or benefit hereunder to anyone other than the County or the Contractor.
- 20 **NO THIRD PARTY BENEFICIARIES** Nothing contained herein shall create any relationship, contractual or otherwise, with, or any rights in favor of, any third party.

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

By: Lee Pinkoson
Lee Pinkoson, Chair
Board of County Commissioners
Date: 03/14/2018

ATTEST:

Steve Donahy, D.C.
Jesse K. Irby, Clerk

(SEAL)

APPROVED AS TO FORM

[Signature]
Alachua County Attorney's Office

ATTEST (By Corporate Officer)

By: [Signature]

V.E. Whitehurst and Sons, Inc

By: [Signature]

Print: J. Chris Burleson

Print: William J. Whitehurst

Title: Corporate Secretary

Title: President

Date: March 6, 2018

MUST BE ATTESTED (WITNESSED) BY A DESIGNATED OFFICER OF THE CORPORATION.
IF NOT INCORPORATED, THEN SHOULD BE NOTARIZED. SAMPLE FORMATS FOR
NOTARY ARE AVAILABLE ON THE INTRANET UNDER THE
PURCHASING/PROCUREMENT SECTION

ATTACHEMENT A: GENERAL TERMS AND CONDITIONS

1.0 STARTING THE WORK

1.1 Schedule

Within ten (10) days after execution of the Agreement, the Contractor will submit to the County Engineer for approval an estimated progress schedule indicating the starting and completion dates of the various stages of the Work and a schedule of Shop Drawings submissions.

1.2 Pre-Construction Conference

Before starting Work, a conference will be held to review the above schedules and Submittal package (See 1.5 Submittals), to establish procedures for handling Shop Drawings and other submissions, to establish procedures for processing applications for payment and to establish a working understanding between the Parties as to the project. Present at the conference will be the County Engineer, and/or his Project Representative, and the Contractor and utility company representatives.

1.3 Notice to Proceed

Upon execution and delivery of the Agreement, the County Engineer will give the Contractor a written Notice to Proceed stating date by which the Contractor must start the Work; but such date shall not be more than thirty (30) days after the date of execution and delivery of the Agreement. No work shall be done prior to receipt of the Notice to Proceed.

1.4 Commencement of Time

The Contract Time shall commence on the date when the Work is actually started but no later than the date provided in the Notice to Proceed.

1.5 Submittals

The Contractor's submittal package for the Pre-Construction meeting shall include: Exhibit R, Surveyor's license confirmation, Maintenance of Traffic Plan, Erosion & Sedimentation Control Plan and Quality Control Plan to be approved by the County prior to any construction activities along with any other requirements or permits as outlined in this document. All submittals must be approved by the County prior to implementation.

2.0 INTENT OF CONTRACT DOCUMENTS

2.1 It is the intent of the Specifications and Drawings to describe a complete project to be constructed in accordance with the Contract Documents.

2.2 The Contract Documents comprise the entire Agreement between the County and the Contractor. They may be amended only by approval of a Change Order or Field Change Order or Contract Amendment.

3.0 OWNERSHIP AND COPIES OF DOCUMENTS; RECORD DOCUMENTS

3.1 All Specifications, Drawings and copies thereof furnished by Alachua County shall remain the property of Alachua County. They shall not be used on another project, and with the exception of those sets of Contract Documents which have been signed in connection with the execution of the Agreement, shall be returned to the County on request upon completion of the project.

3.2 The County will furnish to the Contractor three (3) copies of the Drawings as are reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction.

- 3.3 The Contractor will keep one record copy of all Specifications, Drawings, Addenda, Modifications, and Shop Drawings at the site in good order and annotated to show all changes made during the construction process. These shall be available to the Director and/or his Project Representatives.

4.0 WORK BY OTHERS

- 4.1 The County may perform additional work related to the project by itself, or the County may let other direct contracts therefore, which shall contain General Conditions similar to these. The Contractor shall afford the other Contractors who are parties to such direct contracts (or the County, if it is performing the additional work) reasonable opportunity for the introduction and storage of materials and equipment and the execution of work and shall properly connect and coordinate his work with theirs.
- 4.2 If any part of the Contractor's Work depends for proper execution or results upon the work of any such other Contractor (or the County), the Contractor will inspect and promptly report to the County Engineer in writing any defects or deficiencies in such work that render it unsuitable for such proper execution and results. His failure to so report shall constitute an acceptance of the other work as to be fit and proper for the relationship of his Work, except as to defects and deficiencies which may appear in the other work after the execution of his Work.
- 4.3 The Contractor will do all cutting, fitting and patching of his Work that may be required to make its several parts come together properly and fit it to receive or be received by such other work. The Contractor will not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the County Engineer.
- 4.4 If the performance of additional work by other contractors or the County is not noted in the Contract Documents prior to the award of the contract, written notice thereof shall be given to the Contractor prior to starting any such additional work. Contractor work schedules shall be adjusted to allow for any necessary utility adjustments identified prior to start of work. If the Contractor believes that the performance of such additional work by the County or others involves him in additional expense or entitles him to an extension of the Contract Time, he may make a claim therefore as provided in Attachment A, Paragraphs 15-17.

5.0 RESPONSIBLE AGENT

- 5.1 The Contractor shall designate a responsible agent and alternate as necessary, for all dealings, communications, or notices or contracts between the County and the contractor.
- 5.2 The County Engineer will be the responsible agent for the County. Any notice or communication to or from the responsible agent shall be deemed to be a communication to the contractor.
- 5.3 A letter when addressed and sent by certified list mail to either part, at its business herein, will constitute notice required in this bid or contract.

6.0 ACCIDENT PREVENTION

- 6.1 Precaution shall be exercised at all times for the protection of employees, other persons and property.
- 6.2 Contractor's employees shall report to their superintendent any hazardous conditions or items in need of repair noted during the performance of work. Said superintendent shall thereupon notify the responsible agent or his designee of such conditions.

7.0 SUBCONTRACTS

- 7.1 With the Bid Proposal, the successful Bidder will have submitted to the County and the County Engineer for acceptance, a list of the names of proposed Subcontractors and suppliers. Prior to the execution and delivery of the Agreement, the County Engineer will notify the successful Bidder in writing if either the County or the County Engineer, after due investigation, has reasonable objection to any Subcontractor, person or organization on such list. The failure of the County or the County Engineer to make objection to any Subcontractor, person or organization on the list prior to the execution and delivery of the Agreement shall constitute an acceptance of such Subcontractor, person or organization. Acceptance of any such Subcontractor, person or organization shall not constitute a waiver of any right of the County or the County Engineer to reject Work, material or equipment that is either defective or not in conformance with the requirements of the Contract Documents.
- 7.2 If, prior to the execution and delivery of the Agreement, the County or the County Engineer has reasonable objection to and refuses to accept any Subcontractor, person or organization on such list, the successful Bidder may, prior to such execution and delivery, either (i) submit an acceptable substitute without an increase in his Bid price, or (ii) withdraw his Bid and forfeit any Bid security. If, after the execution and delivery of the Agreement, the County or the County Engineer refuses to accept any Subcontractor, person or organization on such list, the Contractor will submit an acceptable substitute, the Contract Price shall be increased or decreased by the difference in cost occasioned by such substitution and an appropriate Change Order shall be issued. No such increase in the Contract Price shall be allowed if the disputed Subcontractor was not identified on the Subcontractor list submitted prior to award of the Contract.
- 7.3 The Contractor will not employ any Subcontractor (whether initially or as a substitute) against whom the County or the County Engineer may have reasonable objection, nor will the Contractor be required to employ any Subcontractor against whom he has reasonable objection. The Contractor will not make any substitution for any Subcontractor who has been accepted by the County and the County Engineer, prior to written concurrence by the County Engineer.
- 7.4 The Contractor will be fully responsible for all acts and omissions of his Subcontractors and of persons directly or indirectly employed by them and of persons for whose acts any of them may be liable to the same extent that he is responsible for the acts and omissions of persons directly employed by him. Nothing in the Contract Documents shall create any contractual relationship between any Subcontractor and the County or the County Engineer or any obligation on the part of the County or the County Engineer to pay or to see to the payment of any monies due any Subcontractor, except as may otherwise be required by law. The Director may furnish to any Subcontractor, to the extent practicable, evidence of amounts paid to the Contractor as compensation for specific Work performed.
- 7.5 The divisions and sections of the Specifications and the identifications of any Drawings shall not control the Contractor in dividing the Work among Subcontractors or delineating the Work to be performed by any trade.
- 7.6 The Contractor agrees to specifically bind every Subcontractor to all of the applicable terms and conditions of the Contract Documents. Every Subcontractor, by undertaking to perform any of the Work, will thereby automatically be deemed to be bound by such terms and conditions.

8.0 PHYSICAL AND SUBSURFACE CONDITIONS

- 8.1 The County Engineer will, upon request, furnish to the Contractor copies of all available boundary surveys and subsurface tests.
- 8.2 The Contractor will promptly notify the County Engineer in writing of any subsurface or latent

physical conditions at the site differing materially from those indicated in the Contract Documents. The County Engineer will promptly investigate those conditions and determine if further surveys or subsurface tests are necessary. Promptly thereafter, the County Engineer will obtain the necessary additional surveys and tests and furnish copies to the Contractor. If the County Engineer finds that the results of such surveys or tests indicate subsurface or latent physical conditions differing significantly from those indicated in the Contract Documents, a Change Order shall be issued incorporating the necessary revisions.

9.0 COUNTY ENGINEER'S STATUS DURING CONSTRUCTION

- 9.1 The County Engineer shall be the County's representative during the construction period. All instructions of the County to the Contractor shall be issued through the County Engineer.
- 9.2 The County Engineer will make periodic visits to the site to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. He will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work, nor will he be responsible for the construction means, methods, techniques, sequences, procedures or the safety precautions incident thereto. His efforts will be directed toward providing assurance for the County that the completed project will conform to the requirements of the Contract Documents, but he will not be responsible for the Contractor's failure to perform the Work in accordance with the Contract Documents. On the basis of his on-site observations as an experienced and qualified design professional, he will keep the County informed of the progress of the Work and will endeavor to guard the County against defects and deficiencies in the Work of the Contractor.
- 9.3 The County Engineer will have authority to disapprove of or reject Work which is defective; i.e., it is unsatisfactory, faulty or defective, does not conform to the requirements of the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in **Attachment A**, Paragraph 11. He will also have authority to require special inspection or testing of the Work as provided in **Attachment A**, Paragraph 13.2, whether or not the Work is fabricated, installed or completed.
- 9.4 Neither the County Engineer's authority to act under this **Attachment A**, Paragraph 9 nor any decision made by him in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the County Engineer to the Contractor and Subcontractor, any of their agents or employees or any other person performing any of the Work.

10.0 COUNTY ENGINEER'S INTERPRETATIONS AND DECISIONS

- 10.1 The County Engineer will issue with reasonable promptness such written clarifications or interpretations (in the form of drawings or otherwise) as he may determine necessary for the proper execution of the Work. Such clarifications and interpretations are to be consistent with or reasonably inferable from the overall intent of the Contract Documents. If the Contractor believes that a written clarification and interpretation entitles him to an increase in the Contract Price, he may make a claim therefore as provided in **Attachment A**, Paragraph 16.
- 10.2 The County Engineer will be the initial interpreter of the terms and conditions of the Contract Documents and the judge of the performance there under. In his capacity as interpreter and judge he will exercise his best efforts to insure faithful performance by both the County and the Contractor. He will not show partiality to either and shall not be liable for the result of any interpretation or decision rendered in good faith. Claims, disputes and other matters relating to the execution and progress of the Work or the interpretation of or performance under the Contract Documents shall be referred initially to the County Engineer for decisions, which he shall render in writing within a reasonable time.

11.0 **TESTS AND INSPECTIONS**

- 11.1 If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Work to specifically be inspected, tested or approved by someone other than the Contractor, the Contractor will give the County Engineer timely notice of readiness therefore. The Contractor will furnish the County Engineer the required certificates of inspection, testing or approval. All such tests will be in accordance with the methods prescribed by the American Society for Testing and Materials or such other applicable organization as may be required by law or the Contract Documents. If any such Work required so to be inspected, tested or approved is covered up without written approval or consent of the County Engineer, it must, if directed by the County Engineer, be uncovered for observation at the Contractor's expense. The cost of all such inspections, tests and approvals shall be borne by the Contractor unless otherwise provided.
- 11.2 Any Work which fails to meet the requirements of any such test, inspection or approval and any Work which meets the requirements of any such test or approval but does not meet the requirements of the Contract Documents shall be considered defective. Such defective Work may be rejected, corrected or accepted as provided in **Attachment A**, Paragraph 19.
- 11.3 Neither observations by the County Engineer nor inspections, tests, or approvals by persons other than the Contractor shall relieve the Contractor from his obligations to perform the Work in accordance with the requirements of the Contract Documents.

12.0 **CONTRACTOR'S SUPERVISION AND SUPERINTENDENCE**

- 12.1 The Contractor will supervise and direct the Work efficiently and with his best skill and attention. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. Before undertaking the Work, he will carefully study and compare the Contract Documents and check and verify all figures shown thereon and all field measurements. He will at once report in writing to the County Engineer any conflict, error or discrepancy which he may discover. The Contractor will be responsible to see that the finished Work complies accurately with the Contract Documents.
- 12.2 The Contractor will keep on the Work, at all times during its progress, a resident superintendent satisfactory to the County Engineer. The superintendent shall not be replaced without the consent of the County Engineer, except under extraordinary circumstances. The superintendent will be the Contractor's representative at the site and shall have authority to act on behalf of the Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor.
- 12.3 The Contractor will provide competent, suitably qualified personnel and perform construction as required by the Contract Documents. Survey and layout work shall be performed under direction of a Florida Registered Land Surveyor. Surveyor is required to sign, seal and return a certification on a acceptable to the County. He will at all times maintain good discipline and order among his employees at the site.
- 12.4 The County Engineer will not be responsible for the acts or omissions of the Contractor, any Subcontractors, any of his or their agents or employees or any other persons performing any of the Work.
- 12.5 The Contractor shall have a responsible person or persons available on a 24-hour basis seven (7) days a week in order that contact can be made in emergencies and in cases where immediate action must be taken to maintain traffic or to overcome any other problem that might arise. The furnishing of a

telephone number where such person or persons can be reached outside of normal working hours will constitute compliance with this provision.

13.0 ACCESS TO THE WORK: UNCOVERING FINISHED WORK

- 13.1 The County Engineer and his representatives and other representatives of the County will at all times have access to the Work. The Contractor will provide proper facilities for such access and observation of the Work and also for any inspection or testing thereof by others.
- 13.2 If any Work is covered contrary to the request of the County Engineer, it must, if requested by the County Engineer, be uncovered for his observation and replaced at the Contractor's expense.
- 13.3 If any Work has been covered which the County Engineer has not specifically requested to observe prior to its being covered, or if the County Engineer considers it necessary or advisable that covered Work be inspected or tested by others, the Contractor, at the Director's request, will uncover, expose or otherwise make available for observation, inspection or testing, that portion of Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective or does not meet the requirements of the Contract Documents, the Contractor will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services. If, however, such Work is found to be non-defective and meets the requirements of the Contract Documents, the Contractor will be allowed an increase in the Contract Price or extension of the Contract Time directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction if he makes a claim therefore as provided in **Attachment A**, Paragraph 16 and 17.

14.0 MODIFICATIONS

- 14.1 This Agreement constitutes the entire agreement and understanding between the Parties hereto, and it shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by the Parties hereto.
- 14.2 The County will not be bound under this Agreement for similar or like services being provided by County agencies or for services entered into by the County under a separate agreement.

15.0 CHANGES IN THE WORK

- 15.1 Without invalidating the Agreement, the County may, at any time or from time to time, order additions, deletions, or revisions in the Work. These will be authorized by Change Order or Field Change Order as appropriate. Upon receipt of written authorization, the Contractor will proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any changes in the Work cause an increase or decrease in the Contract Price, addition of Pay Items, or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in **Attachment A**, Paragraphs 15-17.
- 15.2 The Public Works Director may authorize minor changes or alterations in the Work not involving extra cost and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Change Order. If the Contractor believes that any minor change or alteration authorized by the Director entitles him to an increase in the Contract Price, he may make a claim therefore as provided in **Attachment A**, Paragraph 16.
- 15.3 Additional work performed by the Contractor prior to written authorization will not automatically entitle him to additional compensation, an increase in the Contract Price, or an extension of the Contract Time.

- 15.4 It is the Contractor's responsibility to notify his surety of any changes affecting the general scope of the Work or change in the Contract Price, and the amount of the applicable Bonds shall be adjusted accordingly. The Contractor will furnish proof of such adjustment to the County.

16.0 **CHANGE OF CONTRACT PRICE**

- 16.1 The Contract Price constitutes the total compensation payable to the Contractor for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the Contractor shall be at his expense without change in the Contract Price.
- 16.2 The Contract Price may only be changed by a Change Order or Field Change Order. If the Contractor is entitled by the Contract Documents to make a claim for an increase in the Contract Price, his notice of intent to file a claim shall be in writing delivered to the County Engineer within ten (10) days of the occurrence of the event giving rise to the claim. The claim shall then be delivered to the County Engineer in writing within fifteen (15) days after the elimination of the event giving rise to the claim. Change orders and field change orders will be approved by the following procedure:
- 16.2.1 The county manager may approve change orders and field change orders that, either cumulatively or individually, increase the contract price up to ten percent of the original contract price or \$500,000.00, whichever is less. The board shall approve change orders that, either individually or cumulatively, increase the contract price by more than ten percent of the original contract price or \$500,000.00, whichever is less.
- 16.2.2 The public works director may approve change orders of up to \$100,000.00 each when immediate approval is required to avoid delay or prevent an increase in cost, provided that the cumulative total of all changes orders does not exceed ten percent of the original contract price or \$500,000.00, whichever is less.
- 16.2.3 The county manager or public works director may approve all change orders and field change orders that do not increase the cost to the county.
- 16.2.4 The public works director may approve field change orders, provided that the cumulative total of all change orders and field change orders does not exceed ten percent of the original contract price or \$500,000.00, whichever is less.
- 16.2.5 Only the board may approve a change order or field change order that expands the size, function, or intended use of the project from that stated in the contract documents, regardless of cost.
- 16.3 All change orders approved by the county manager or public works director shall be reported to the board as information items to be included in its consent agenda.
- 16.4 The value of any Work covered by a Change Order or Field Change Order, for any claim for an increase in the Contract Price, shall be determined in one of the following ways:
- 16.4.1 Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved.
- 16.4.2 Mutual acceptance of a lump sum or unit price.
- 16.4.3 Cost and a mutually acceptable fixed amount for overhead and profit.
- 16.4.4 If none of the above methods is agreed upon, the value shall be determined on the basis of costs and a percentage for overhead and profit. Costs shall only include labor (payroll,

payroll taxes, fringe benefits, workman's compensation, etc.) materials, equipment, and other incidentals directly related to the Work involved. The maximum percentage which shall be allowed for the Contractor's combined overhead and profit, shall be as follows:

16.4.4.1 for all such Work done by his own organization, the Contractor may add up to 10% (ten percent) of his actual increase in cost; and

16.4.4.2 for all such Work done by Subcontractors, each Subcontractor may add up to 10% (ten percent) of his actual net increase in cost for combined overhead and profit; and the Contractor may add up to 5% (five percent) of the Subcontractor's total for his combined overhead and profit, provided that no overhead or profit shall be allowed on costs incurred in connection with premiums for public liability insurance or other special insurance directly related to such Work. In such case and also under paragraph 16.4.4.1, the Contractor will submit in a form prescribed by the Director an itemized cost breakdown together with supporting data

16.4.5 Pay factor adjustments will be adjusted in accordance with details outlined in Attachment H, Special Conditions.

16.5 The amount of credit to be allowed by the Contractor to the County for any such change which results in a net decrease in cost will be in the amount of the actual net decrease as determined in **Attachment A**, Paragraph 16.4 and processed by Change Order or Field Change Order.

17.0 CHANGE OF THE CONTRACT TIME

17.1 The Contract Time may be changed by a Change Order. Contract Time may be changed for Weather Days only in a Field Change Order. If the Contractor is entitled by the Contract Documents to make a claim for an extension in the Contract Time, his notice of intent to file a claim shall be in writing delivered to the County Engineer within ten (10) days of the occurrence of the event giving rise to the claim. The claim shall then be delivered to the County Engineer in writing within fifteen (15) days after the elimination of the event giving rise to the claim. The County Manager, Administrative Services Director or Public Works Director may approve any extension in Contract Time. Contract Time shall not be extended for County designated holidays. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.

17.2 The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of the Contractor, if he makes a claim therefore as provided in **Attachment A**, Paragraph 17.1. Such delays shall include, but not be restricted to, acts of neglect by any separate contractor employed by the County, fires, floods, labor disputes, epidemics, abnormal weather conditions or acts of God.

17.3 All time limits stated in the Contract Documents are of essence in the Agreement. The provisions of this **Attachment A**, Paragraph 17 shall not exclude recovery for damages (including compensation for additional professional services) for delay by either party.

18.0 **NEGLECTED WORK**

- 18.1 If the Contractor should neglect to prosecute the Work in accordance with the Contract Documents, including any requirements of the progress schedule, after three (3) days written notice to the Contractor, the County Engineer may, without prejudice to any other remedy he may have, make good such deficiencies, and the cost thereof (including compensation for additional professional services) shall be charged against the Contractor. In this case a Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including an appropriate reduction in the Contract Price. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor will pay the difference to the County.

19.0 **WARRANTY AND GUARANTEE; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK**

- 19.1 The Contractor warrants and guarantees to the County and the County Engineer that all materials and equipment will be new unless otherwise specified; that all Work will be of good quality and free from faults or defects and in accordance with the requirements of the Contract Documents. All unsatisfactory Work, all faulty or defective Work and all Work not conforming to the requirements of the Contract Documents or of such inspections, tests or approvals shall be considered defective. Prompt notice of all defects shall be given to the Contractor. All defective Work, whether or not in place, may be rejected.
- 19.2 If required by either the Director or the County Engineer prior to approval of final payment, the Contractor will promptly, without cost to the County and as required by either the Director or the County Engineer, either correct any defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by the County Engineer, remove it from the site and replace it with non-defective Work. If the Contractor does not correct such defective Work or remove and replace such rejected Work within a reasonable time, all as required by written notice from either the Director or the County Engineer, the County may have the deficiency corrected or the rejected Work removed and replaced. All direct or indirect cost of such correction or removal and replacement, including compensation for additional professional services, shall be paid by the Contractor, and an appropriate Change Order shall be issued deducting all such costs from the Contract Price. The Contractor will also bear the expenses of making good all Work of others destroyed or damaged by his correction, removal or replacement of his defective Work.
- 19.3 If, after the approval of final payment and prior to the expiration of one year after the date of substantial completion or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any Work is found to be defective, the Contractor will promptly without cost to the County and in accordance with the County's written instructions either correct such defective Work, or, if it has been rejected by the County, remove it from the site and replace it with non-defective Work. If the Contractor does not promptly comply with the terms of such instructions, the County may have the defective Work corrected or the rejected Work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, will be paid by the Contractor.
- 19.4 If, instead of requiring correction or removal and replacement of defective Work, the County prefers to accept it, the County may do so. In such case, the appropriate reduction in the bid item amount shall be negotiated with the Contractor by the County Engineer with the appropriate reductions submitted in the application for final payment. In the event the appropriate reduction cannot be negotiated, the provisions of Attachment A, Paragraph 33 shall prevail.

20.0 **APPLICATIONS FOR PROGRESS PAYMENTS**

- 20.1 Not more than once a month, the County Engineer will submit to the Contractor for review the application for payment, covering the Work completed as of the date of the application. If payment is requested by the Contractor on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the request for payment shall also be accompanied by such supporting data, satisfactory to the County Engineer, as will establish 100% of invoice cost. Such payment to the Contractor shall not exceed seventy-five percent (75%) of the Unit Bid Price. Materials missing or damaged, for which partial or total payment has been made, shall be replaced by the Contractor at his expense.
- 20.2 The Contractor warrants and guarantees that title to all Work, materials and equipment covered by an application for payment, whether incorporated in the project or not, will have passed to the County prior to the making of the application for payment, free and clear of all liens, claims, security interests and encumbrances (hereafter in these General Conditions referred to as "liens"). The Contractor further warrants and guarantees that no Work, materials or equipment covered by an application for payment will have been acquired by the Contractor or by any other person performing the Work at the site or furnishing materials and equipment for the Project subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person. Non-payment of subcontractors and suppliers will be referred to the Contractor's Surety for resolution.
- 20.3 The County Engineer will, within ten (10) days after Contractor concurrence of each application for payment, indicate in writing his approval of payment, less any retainage as specified by contract, and present the application to the Clerk of the Court for payment. The Clerk of the Court will within three (3) weeks of presentation to him of an approved application for payment, pay the Contractor the amount approved by the County Engineer.

21.0 APPROVAL OF PAYMENTS

- 21.1 By approving any such payment, the County Engineer shall not thereby be deemed to have represented that he made exhaustive or continuous on-site inspections to check the quality or the quantity of the Work; that he has reviewed the means, methods and techniques, sequences and procedures of construction; or that he has made any examination to ascertain how or for what purpose the Contractor has used the monies paid or to be paid to him.
- 21.2 The County Engineer may nullify any such payment previously approved, to such extent as may be necessary in his opinion to protect the County from loss because:
- 21.2.1 The Work is defective.
 - 21.2.2 Claims have been filed, or there is reasonable evidence indicating the probable filing thereof.
 - 21.2.3 The Contract Price has been reduced.
 - 21.2.4 The County has been required to correct defective Work or complete the Work in accordance with **Attachment A**, Paragraph 18, or
 - 21.2.5 Unsatisfactory prosecution of the Work, including failure to clean up as required by **Attachment A**, Paragraph 28.

22.0 FINAL PAYMENT

- 22.1 Upon notification from the Contractor that the project is complete, the County Engineer will make a final inspection with the Contractor and will notify the Contractor in writing of any particulars in which this inspection reveals that the Work is defective. The Contractor shall immediately make such corrections as are necessary to remedy such defects.
- 22.2 After the Contractor has completed any such corrections to the satisfaction of the County Engineer and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection and other documents, all as required by the Contract Documents, he may receive final payment following the procedure for progress payments. The final application for payment shall be accompanied by the Contractor's Final Payment Affidavit and Waiver of Right to Payment Bond from all from all persons defined in s. 713.01, Florida Statutes, who furnished labor, services, or materials for the prosecution of the Work, utilizing the forms provided. Nothing in this section waives the rights of the Contractor under Section 255.05(11) F.S. The County Engineer will execute a Certificate of Completion and recommend final payment.
- 22.3 If, on the basis of his observation and review of the Work during construction, his final inspection and his review of the final application for payment, all as required by the Contract Documents, the County Engineer is satisfied that the Work has been completed and the Contractor has fulfilled all of his obligations under the Contract Documents, he will, within ten (10) days after Contractor concurrence of the final application for payment, indicate in writing his approval of payment and present the application to the Clerk of the Court for payment. The Clerk of the Court will, within three (3) weeks of presentation to him of an approved final application for payment, pay the Contractor the amount approved by the County Engineer.
- 22.4 If after substantial completion of the Work, final completion thereof is materially delayed through no fault of the Contractor, and the County Engineer so confirms, the County shall, upon certification by the County Engineer, and without terminating the Agreement, make payment of the balance due for that portion of the work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in Attachment A, Paragraph 27, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the County Engineer prior to certification of such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claim.

23.0 WAIVERS OF CLAIMS AND CONTINUING OBLIGATIONS

- 23.1 The Contractor's obligations to perform the Work and complete the project in accordance with the Contract Documents shall be absolute. Neither approval of any progress, nor approval of final payment by the Director, nor the issuance of a certificate of substantial completion, nor any payment by the Clerk of the Court to the Contractor under the Contract Documents, nor any use or occupancy of the project or any part thereof by the County, nor any act of acceptance by the County, nor any failure to do so, nor any correction of faulty or defective work by the County shall constitute an acceptance of Work not in accordance with the Contract Documents. The making and acceptance of final payment shall constitute a waiver of all claims by the Contractor against the County, other than those previously made in writing and still unsettled.

24.0 INDEMNIFICATION

- 24.1 To the maximum extent permitted by Florida law, but subject to the monetary limitation that the extent of the Contractor's indemnification obligation shall not exceed the Contract Price, the Contractor shall indemnify and hold harmless the County and its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable

attorneys' fees, caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor or anyone employed or utilized by the Contractor in the performance of this Agreement.

- 24.2 The Contractor's obligation to indemnify under this Article will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the County or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.
- 24.3 This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Contractor insurance coverage. This indemnification provision shall survive the termination of the Contract between the County and the Contractor.
- 24.4 In any and all claims against the County or any of its agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Article shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's compensation acts, disability benefit acts or employee benefit acts.
- 24.5 Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions or limits of liability of §768.28, Florida Statutes.

25.0 DEFAULT AND TERMINATION

- 25.1 The failure of the Contractor to comply with any provision of this Agreement will place the Contractor in default. Prior to terminating the agreement, the County will notify the Contractor in writing. This notification will make specific reference to the provision which gave rise to the default. The County will give the Contractor seven (7) days to cure the default or develop a plan and time line acceptable to the County to cure the default. The County Engineer is authorized to provide written notice of default on behalf of the County, and if the default situation is not corrected within the allotted time, the Department is authorized to provide final termination notice on behalf of the County to the Contractor.
- 25.2 Upon seven (7) days written notice to the Contractor, the County may, without cause and without prejudice to any other right or remedy, elect to abandon the project and terminate the Agreement. In such case, the Contractor shall be paid for all Work executed and any expense sustained plus a reasonable profit. The County Engineer is authorized to provide written notice of termination on behalf of the County. Upon receipt of such notice, the Contractor shall immediately cease all Work.
- 25.3 If funds to finance this agreement become unavailable, the County may terminate the agreement with no less than twenty-four hours' notice in writing to the Contractor. The County will be the final authority as to the availability of funds. The County will pay the Contractor for all work completed prior to any notice of termination.

- 25.4 If the Contractor is adjudged bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property, or if he files a petition to take advantage of any debtors' act, or to reorganize under the bankruptcy or similar laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he fails to make prompt payments to Subcontractors or for labor, materials, or equipment, or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or if he disregards the authority of the County Engineer, or he otherwise violates any provisions of the Contract Documents, then the County may, without prejudice to any other right or remedy and after giving the Contractor and his surety seven (7) days written notice, terminate the service of the Contractor and take possession of the project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor, and finish the Work by whatever method he may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished.
- 25.5 Where the Contractor's services have been so terminated by the County, said termination shall not affect any rights of the County against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies by the County due the Contractor will not release the Contractor from liability.

26.0 **SUCCESSORS AND ASSIGNS**

- 26.1 The County and Contractor each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement, and any assignment or transfer by the Contractor of its interest in this Agreement without the written consent of the County shall be void. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County or Contractor, nor shall it be construed as giving any right or benefit hereunder to anyone other than the County or the Contractor.

27.0 **CONTRACT BONDS**

- 27.1 The Contractor will furnish performance and payment Bonds as surety for the faithful performance and payment of all his obligations under this Agreement. These Bonds shall be in amounts at least 110% of the Contract Price and in such form and with such sureties as are acceptable to the County. Surety insurers shall be authorized to do business in the State of Florida. Prior to execution of the Contract Documents, the County may require the Contractor to furnish such other Bonds in such form and with such sureties as he may require. If such Bonds are required by written instructions given prior to the openings of Bids, the premiums shall be paid by the Contractor; if subsequent thereto, they shall be paid by the County.

28.0 **CLEANING UP**

- 28.1 The Contractor will keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work, and, at the completion of the Work, he will remove all waste materials, rubbish and debris from and about the premises, as well as all tools, construction equipment and machinery and surplus materials, leaving the site clean and ready for occupancy by the County. The Contractor will restore to their original condition those portions of the site not designated for alteration by the Contract Documents.

29.0 **COUNTY'S RIGHT TO STOP OR SUSPEND WORK**

- 29.1 If the Work is defective, if the Contractor fails to supply sufficient skilled workmen or suitable materials or equipment or if the Contractor fails to make prompt payments to Subcontractors for labor, materials or equipment, the County may order the Contractor to stop the Work, or any portion

thereof, until the cause for such order has been eliminated. The Contractor will be allowed no increase in Contract Price or extension of the Contract Time.

- 29.2 The County may, at any time and without cause, suspend the Work, at any portion thereof, for a period of not more than ninety (90) days by notice in writing to the Contractor, and shall determine the date on which the Work will be resumed. The Contractor will resume the work on the date so determined. The Contractor may be allowed an increase in the Contract Price or an extension of the Contract Time directly attributable to any suspension provided he makes a claim therefore as provided in **Attachment A**, Paragraphs 16 and 17.

30.0 **CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE**

- 30.1 If, through no act or fault of the Contractor, the Work is suspended for a period of more than ninety (90) days by the County or an order of court or other public authority, or if the County Engineer fails to act on any application for payment within thirty (30) days after it is submitted, or if the County fails to pay the Contractor any sum approved by the County Engineer or awarded by arbitrators within thirty (30) days of its approval and presentation, then the Contractor may, upon seven (7) days written notice to the County and the County Engineer, terminate the Agreement and recover from the County payment for all Work executed and any expense sustained plus a reasonable profit. In addition and in lieu of terminating the Agreement, if the County Engineer has failed to act on an application for payment or the County has failed to make payment as aforesaid, the Contractor may, upon seven (7) days' notice to the County and the County Engineer, stop Work until he has been paid all amounts then due.

31.0 **WORKPLACE VIOLENCE**

- 31.1 Employees of bidders (or responders for RFP's) are prohibited from committing any act of workplace violence. Violation may be grounds for termination. Workplace violence means the commission of any of the following acts by a bidder's employee.
- 31.1.1 Battery: intentional offensive touching or application of force or violence to another.
- 31.1.2 Stalking: willfully, maliciously and repeatedly following or harassing another person.

32.0 **MISCELLANEOUS**

32.1 **Written Notice**

Whenever any provision of the Contract Documents requires the giving of written notice, it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an office of the corporation for whom it is intended or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to him who gives the notice.

32.2 **Duties And Obligations**

Imposed by these General Conditions and the rights and remedies available hereunder, and, in particular without limitation, the warranties, guarantees and obligations imposed upon the Contractor by **Attachment A**, Paragraph 19 and 23 and the rights and remedies available to the County and County Engineer thereunder, shall be in addition to and not a limitation of any otherwise imposed or available by law, by special guarantee or other provisions of the Contract Documents.

32.3 **Governing Law**

The Contract Document shall be governed by the law of the State of Florida.

32.4 **Pollution Abatement**

The Contractor shall comply with all Federal, State and Local laws and regulations controlling pollution of the environment. He shall take necessary precautions to prevent pollution of streams, lakes and ponds with fuels, oils, bitumens, chemicals and other harmful materials. He shall take necessary measures to minimize soil erosion.

32.5 **Injury Or Damage To People Or Property**

Should the County or the Contractor suffer injury or damage to its person or property because of any error, omission or act of the other or of any of his employees or agents or others for whose acts he is legally liable, claim shall be made in writing to the other party within a reasonable time of the first observance of such injury or damage.

32.6 **Health Considerations**

The 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. He shall commit no public nuisance.

32.7 **Assignment Of Interest**—Any individual or firm shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the County.

32.8 **Books And Project Records —**

32.8.1 Any document submitted to the County may be a public record and is open for inspection or copying by any person or entity. "Public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency per Section 119.011(1), Florida Statutes. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law.

32.8.2 In accordance with Section 119.0701, Florida Statutes, the Contractor shall keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the service in this Agreement as provided by the General Record Schedule established by the Department of State. The Contractor shall keep and make available to the County for inspection and copying, upon written request by the County, all public records in Contractor's possession relating to this Agreement. The Contractor shall provide the public with access to public records on the same terms and conditions that the County would provide the public records, unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law. Additionally, the Contractor shall provide the public records at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

32.8.3 During the term of this Agreement or license, the Contractor may claim that some or all of Contractor's information, including, but not limited to, software documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as confidential and proprietary by Contractor in accordance with Section 812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Record Act. Contractor shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the County shall use its best efforts to maintain the confidentiality of the information properly identified by the Contractor as "Confidential Information" or "CI."

32.8.4 The County shall promptly notify the Contractor in writing of any request received by the County for disclosure of Contractor's Confidential Information and the Contractor may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Contractor shall protect, defend, indemnify, and hold the County, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. Contractor shall investigate, handle, respond to, and defend, using

counsel chosen by the County, at Contractor's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Contractor shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this Agreement or license, the provisions of this paragraph shall continue to survive. Contractor releases County from claims or damages related to disclosure by County.

32.8.5 In the event this Agreement is terminated, the Contractor shall meet the requirements of Chapter 119, Florida Statutes, for retaining public records and transfer, at no cost, to the County all public records in possession of the Contractor upon the termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically shall be provided to the County in a format that is compatible with the information technology systems of the County.

32.8.6 If Contractor refuses to perform its duties under this section within 14 calendar days of notification by County that a demand has been made to disclose Contractor's CI, then Contractor waives its claim that any of its information is CI, and releases County from claims or damages related to the subsequent disclosure by County and the County shall enforce, in accordance with the Agreement, the provisions of this Agreement.

32.9 **Non Waiver** – The failure of either party to exercise any right shall not be considered a waiver of such right in the event of any further default or noncompliance.

ATTACHMENT B: FORM OF PERFORMANCE AND PAYMENT BOND

PAYMENT BOND

CONTRACTOR (PRINCIPAL)

COMPANY (LEGAL NAME):

PRINCIPAL BUSINESS ADDRESS (No PO Box):

TELEPHONE NUMBER:

SURETY

COMPANY (LEGAL NAME):

PRINCIPAL BUSINESS ADDRESS (No PO Box):

TELEPHONE NUMBER:

OWNER (OBLIGEE)

NAME: Alachua County Board of County Commissioners

PRINCIPAL BUSINESS ADDRESS: 12 S.E. First Street, Gainesville, Florida 32601

TELEPHONE NUMBER: 352-374-5204

CONTRACT DETAILS

DATE EXECUTED:

AMOUNT:

GENERAL DESCRIPTION:

STREET ADDRESS OF PROJECT:

PO #, RFP, OR BID #:

BOND

BOND NUMBER:

DATE:

AMOUNT:

KNOW ALL MEN BY THESE PRESENTS:

That Principal, hereinafter called Contractor, and Surety, as identified above, are bound to the Board of County Commissioners of Alachua County, Florida, as Obligee, hereinafter called the County, in the amount identified above,

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

This payment bond is executed pursuant to section 255.05, Florida Statutes, and claimants must comply with the notice and time limitations of section 255.05(2). Florida Statutes

WHEREAS, Contractor has by written agreement entered into a contract, identified above, with Alachua County, which contract documents are by reference made part hereof, and for the purposes of this Bond are hereafter referred to as the "Contract."

THE CONDITION OF THIS BOND is that if Contractor promptly makes payments to all persons defined in section 713.01, Florida Statutes, who furnish labor, materials and supplies used directly or indirectly by Contractor in the performance of the Contract; then CONTRACTOR'S OBLIGATION SHALL BE VOID; OTHERWISE, IT SHALL REMAIN IN FULL FORCE AND EFFECT.

The surety hereby waives notice of and agrees that any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect surety's obligation under this bond.

The provisions of this bond are subject to the time limitations of Section 255.05(2). In no event will the Surety be liable in the aggregate to claimants for more than the penal sum of this Payment Bond, regardless of the number of suits that may be filed by claimants.

Signed and sealed this _____ day of _____, 20_____.

CONTRACTOR (PRINCIPAL)

Signed, sealed and delivered
in the presence of:

Witnesses as to Contractor

By: _____

Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 200__, by
_____, as _____ of
_____, a _____ corporation, on behalf of the corporation. He/she is
personally known to me OR has produced _____ as identification.

Notary Public (Signature) _____

Printed Name _____ My Commission Expires: _____

(AFFIX NOTARY SEAL)

SURETY

SIGNATURE: _____ SEAL

PRINTED NAME AND TITLE: _____ ATTORNEY IN FACT

PERFORMANCE BOND

CONTRACTOR (PRINCIPAL)

COMPANY (LEGAL NAME):

PRINCIPAL BUSINESS ADDRESS (No PO Box):

TELEPHONE NUMBER:

SURETY

COMPANY (LEGAL NAME):

PRINCIPAL BUSINESS ADDRESS (No PO Box):

TELEPHONE NUMBER:

OWNER (OBLIGEE)

NAME: Alachua County Board of County Commissioners

PRINCIPAL BUSINESS ADDRESS: 12 S.E. First Street, Gainesville, Florida 32601

TELEPHONE NUMBER: 352-374-5204

CONTRACT DETAILS

DATE EXECUTED:

AMOUNT:

GENERAL DESCRIPTION:

STREET ADDRESS OF PROJECT:

PO #, RFP, OR BID #:

BOND

BOND NUMBER:

DATE:

AMOUNT:

KNOW ALL MEN BY THESE PRESENTS:

That Principal, hereinafter called Contractor, and Surety, as identified above, are bound to the Board of County Commissioners of Alachua County, Florida, as Obligee, hereinafter called the County, in the amount identified above, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement entered into a contract, identified above, with County, which contract documents are by reference made a part hereof, and for the purposes of this Bond are hereafter referred to as the "Contract";

THE CONDITION OF THIS BOND is that if Contractor:

1. performs the Contract between Contractor and County, at the times and in the manner prescribed in the Contract; and
2. pays County all losses, damages, including liquidated damages and damages caused by delay, expenses, costs and attorneys fees including appellate proceedings, that County sustains as a result of default by Contractor under the Contract; and
3. performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract;

then THIS BOND IS VOID, OTHERWISE IT REMAINS IN FULL FORCE AND EFFECT.

Whenever Contractor shall be, and is declared by County to be, in default under the Contract, and County having performed County's obligations there under, the Surety may promptly remedy the default, or shall promptly:

1. complete the Contract in accordance with its terms and conditions; or
2. obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if County elects, upon determination by County and Surety jointly of the lowest responsible bidder, arrange for a contract between such Bidder and County, and make available as work progresses sufficient funds, paid to County, to pay the cost of completion and other costs and damages for which the Surety may be liable hereunder.

No right of action shall accrue on this bond to or for the use of any person or corporation other than County named herein.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other Work to be performed hereunder, or the specifications referred to therein shall in any way affect its obligations under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to Work or to the specifications.

This instrument shall be construed in all respects as a common law bond. It is expressly understood that the time provisions and statute of limitations under Section 255.05, Florida Statutes, shall not apply to this bond.

In no event will the Surety be liable in the aggregate to Obligor for more than the penal sum of this Performance Bond regardless of the number of suits that may be filed by Obligor.

Signed and sealed this _____ day of _____, 20____.

CONTRACTOR (PRINCIPAL)

Signed, sealed and delivered
in the presence of:

By: _____
Witnesses as to Contractor Name: _____
Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 200__, by _____, as _____ of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification.

Notary Public (Signature) _____

Printed Name _____ My Commission Expires: _____

(AFFIX NOTARY SEAL)

SURETY

SIGNATURE: _____
SEAL

PRINTED NAME AND TITLE: _____ ATTORNEY IN FACT

ATTACHMENT C: INSURANCE REQUIREMENTS

TYPE "A" INSURANCE REQUIREMENTS "ARTISAN CONTRACTORS / SERVICE CONTACTS"

The Contractor shall procure and maintain for the duration of this contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the contractor/vendor, his agents, representatives, employees or subcontractors.

COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a per occurrence form policy for limits not less than \$1,000,000 General Aggregate, \$1,000,000 Products / Completed Operations Aggregate, \$1,000,000 Personal and Advertising Injury Liability, \$1,000,000 each Occurrence, \$50,000 Fire Damage Liability and \$5,000 Medical Expense.

AUTOMOBILE LIABILITY

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident.

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.

Employer's Liability limits for not less than \$100,000 each accident; \$500,000 disease policy limit and \$100,000 disease each employee must be included.

BUILDER'S RISK / INSTALLATION FLOATERS (when applicable)

When this contract or agreement includes the construction of and/or the addition to a permanent structure or building; including the installation of machinery and/or equipment, the following insurance coverage must be afforded:

Coverage Form: Completed Value, All Risk in an amount equal to 100% of the value upon completion or value of equipment to be installed.

When applicable: Waiver of Occupancy Clause or Cessation of Insurance clause. Flood Insurance as available under the National Flood Insurance Program.

EMPLOYEE FIDELITY COVERAGE (only applicable to vendors who's employees handle funds)

Employee Dishonesty coverage must be afforded for not less than \$500,000 Blanket all employees ISO Form

OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

I Commercial General Liability and Automobile Liability Coverages

a. The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Contractor/Vendor; to include Products and/or Completed Operations of the Contractor/Vendor; Automobiles owned, leased, hired or borrowed by the Contractor.

b. The Contractor's insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Contractor/Vendor's insurance and shall be non-contributory.

II All Coverages

The Contractor/Vendor shall provide a Certificate of Insurance to the County with a Thirty (30) day notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under claims made form the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

SUBCONTRACTORS

The Contractor/Vendor shall be responsible for all subcontractors working on their behalf as a condition of this agreement. All subcontractors of the Contractor/Vendor shall be subject to the same coverage requirements stated herein.

CERTIFICATE HOLDER:

Alachua County Board of County Commissioners

MAIL, EMAIL or FAX CERTIFICATES

EXHIBIT 1: CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/27/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis of Florida, Inc. 4860 Newberry Road, Suite 100 Gainesville, FL 32607	CONTACT NAME: Shirley Hill Shirts PHONE (AG, No. Ext): 352-378-2511 FAX (AG, No): 352-378-9801 E-MAIL: ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Westfield Insurance Company INSURER B: American Guarantee & Liability Insurance Co. INSURER C: Old Republic General Insurance Corp. INSURER D: INSURER E: INSURER F:
INSURED V.E. Whitehurst & Sons, Inc. 20551 NE 75 Street Williston, FL 32696	NAIG# 24112 26247 24139

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR PD Ded: \$5,000 GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROTECT <input checked="" type="checkbox"/> LOC OTHER:	Y	CMM 1884265	10/1/2017	10/1/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPROP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		CMM 1884265	10/1/2017	10/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0		AUC0184753-01	10/1/2017	10/1/2018	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	A3CW13041800	1/1/2018	1/1/2019	<input checked="" type="checkbox"/> PER <input type="checkbox"/> STATUTE <input type="checkbox"/> OTH- EL EACH ACCIDENT \$1,000,000 EL DISEASE - EA EMPLOYEE \$1,000,000 EL DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: 6371 & 917-7901- SW 75 Street from SW Archer Road to SW 8 Avenue, Gainesville, Florida Bid #18-804

CERTIFICATE HOLDER Alachua County Board of County Commissioners 12 SE 1 Street, Third Floor Gainesville, FL 32601	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

ATTACHMENT D: Certification of Meeting Alachua County Wage Ordinance

The undersigned certifies that all employees, contracted and subcontracted, completing services as part of this Agreement are paid, and will continue to be paid, in accordance with Chapter 22, Article III of the Alachua County Code of Ordinance ("Wage Ordinance").

V.E. Whitehurst & Sons, Inc.
20551 NE 75th St,
Williston, FL 32696
Attn: Chris Burleson

Project Description: Project No. 6371 and 917-7901 - SW 75th Street from SW Archer Road to SW 8th Ave.

ATTEST (By Corporate Officer)

By: 

Print: J. Chris Burleson

Title: Corporate Secretary

CONTRACTOR

By: 

Print: William J. Whitehurst

Title: President

Date: March 6, 2018

ATTACHMENT E: Special Conditions

SPECIAL CONDITIONS

E-01 GENERAL

All work shall be performed in accordance with the design plans and the most current FDOT Standard Specifications for Road and Bridge Construction, except as provided for in these "Special Conditions" or the "Modifications to the FDOT Standard Specifications for Road and Bridge Construction". Deviation from these standards will be permitted only upon presentation of specific written authorization by the County.

Whenever, in the Florida Department of Transportation's Standard Specifications for Road and Bridge Construction, the following terms or their pronouns occur, they shall be defined as follows: Department of Transportation: Board of County Commissioners of Alachua County, Florida, or its duly authorized representative.

State Highway Engineer, State Transportation Engineer, District Engineer, Engineer of Materials and Tests, Engineer, Inspector: The Alachua County Engineer.

E-02 STANDARD DOCUMENTS

Construction shown on the Drawings shall conform to the technical portions of the:

Florida Department of Transportation Standard Specifications for Road and Bridge Construction, July 2017 edition, the Florida Greenbook, 2016 edition and the Americans with Disabilities Act Guidelines, except when otherwise indicated hereinafter and

The drawings reference Index Sheets and Standards which are the FDOT Design Standards, FY 2017-18 edition.

References to Article Numbers, hereinafter, apply to the FDOT Standard Specifications for Road and Bridge Construction, July 2017 edition.

All traffic control devices and procedures shall conform to the FDOT and/or Federal Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD), 2009 edition

E-03 MODIFICATIONS TO THE FDOT STANDARD SPECIFICATIONS

All work on the roadway portion of this Contract shall conform to the applicable technical specifications of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, July 2017 edition, (Division II and III) and the current edition of Supplemental Specifications thereto, except as modified and supplemented hereinafter or in the "Special Conditions" section. The following shall be interpreted as additions unless otherwise noted. References to Section numbers hereinafter apply to the FDOT Standard Specifications. In the event that any information contained hereinafter or in the "Special Conditions" section conflict with the FDOT Standard Specifications, the provisions contained herein shall prevail.

SECTION I DEFINITIONS AND TERMS

1-3 Definitions:

Department

Shall be understood to be the County (Alachua County) or authorized representative of the County.

Holidays

To Holidays listed, add Christmas Eve Day.

Substantial Completion

Substantial completion has been attained when all asphalt, initial striping, striping, signage and final stabilization have been constructed and the County has inspected and accepted the work.

Supplemental Agreement

This term shall be understood to be Change Order or Field Change Order.

Working Day

Saturdays, Sundays and County-designated holidays are not considered working days. Unless prior approval is received from the County Engineer, work shall not be performed on these days.

SECTION 2 PROPOSAL REQUIREMENTS AND CONDITIONS

Processing of bid proposals shall be in accordance with Section B, "Instructions to Bidders," in the Contract Document.

SECTION 3 AWARD AND EXECUTION OF CONTRACT

Awarding of bids shall be in accordance with Section B, "Instructions to Bidders," in the Contract Documents.

SECTION 4 SCOPE OF THE WORK

4-3.2.1 Allowable Costs for Extra Work

Bond premiums will not be paid for additional or unforeseen work within 110% of the bid amount.

4-5 Rights in and use of material found on the site of the work

All usable excess materials (pipe, vegetation, structures, earth, etc.) shall remain property of Alachua County and will be stockpiled for removal by the County or delivered as specified in Section E, "Special Conditions." Unusable, damaged or other excess materials, as designated by the County Engineer's representative, shall be disposed of by the Contractor.

All reusable or recyclable material (pipe, vegetation, structures, earth, etc.) shall remain the property of the County, unless otherwise directed by the Engineer.

All other items addressed in Section 4 of the specifications are considered addressed in Section D of the contract documents.

SECTION 7 LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC

7-11.5.3 Utility Adjustments

Utility work which will be accomplished concurrently with this Contract will involve facilities owned by other agencies. Utility Schedules (Utility Relocation and/or Work Schedules) for these agencies are posted as part of the advertisement for this project on DemandStar. Take responsibility to obtain this information and comply with all requirements posted on the website up through seven calendar days before opening of bids. Contractor shall incorporate all posted schedules within their bid and work schedule.

7-13 Insurance

Delete this subsection. Insurance requirements will be in accordance with the type insurance in the Contract Documents, Section F.

7-22 Available Funds

Delete this subsection.

7-23 Contractor's Motor Vehicle Registration

Delete this subsection.

7-28 E- Verify

The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to confirm the employment eligibility of all persons employed by the Contractor during the term of the Contract to perform employment duties within Florida and all persons, including subcontractors, assigned by the Contractor to perform work pursuant to the Contract with the County.

SECTION 8 PROSECUTION AND PROGRESS

8-1 Subletting or Assigning of Contracts

Provisions concerning subcontracts are contained in Section D, Paragraph 7 of the Contract Documents.

8-7.3 Adjusting Contract Time

Adjustments to contract time will be in accordance with Section D, Paragraph 17 of the Contract Documents. Language contained in 8-7.3 is applicable; in the case of discrepancies, the language in Section D, Paragraph 17 shall prevail.

8-8 Thru 8-11

Delete these subsections.

SECTION 9 MEASUREMENT AND PAYMENT

Delete this section except for Section 9-2.

9-2 Scope of Payments.

Measurement and payment of quantities shall be as measured once installed and accepted. Measurement shall be in the form of the applicable unit. Exceptions are materials stockpiled due to availability prior to need, for which 100% of invoice may be paid, not to exceed 75% of bid price for the installed and accepted material. Progress payments and final payments will be in accordance with the Contract Documents, Section D Paragraphs 20, 21 and 22.

9-2.1.1 Fuels

Delete this subsection.

SECTION 102 MAINTENANCE OF TRAFFIC

102-5.1 Standards

Basic principles and minimum standards for all traffic maintenance activities will be in accordance with the current edition of the Index of Roadway and Traffic Design Standards and the Manual on Uniform Traffic Control Devices.

The maintenance of traffic plan must be submitted in accordance with **Section D 1.5 Submittals**. This item shall also include all temporary pavement markings and the placement of the workzone RPM's on all intermediate surfaces. RPM's, temporary and final, shall be placed prior to opening the roadway to traffic. This section shall include the usage of portable changeable messages signs (PCMS) for at least one week prior to the start of construction to alert motorist of pending construction and during construction to alert motorist of changes in the traffic patterns or signalization control. The section shall include maintenance of pedestrian and bicycle accessibility through the work zone in accordance with FDOT and ADA standards at all times. This section shall include an off duty law enforcement officer anytime a flagman is required in a signalized intersection. This section shall include relocation of mailboxes as required for maintenance of postal service, the temporary relocation of signs for visibility for emergency responders and final relocation. It is the contractor's responsibility to replace any signs that are damaged during construction.

Access to all driveways shall be provided at all times unless a closure is coordinated with the property owner. The contractor shall provide and maintain temporary vehicle detection at all traffic signals; use of infrared detectors are prohibited. The contractor shall notify Alachua County Public Works at least two working days prior to any planned closures.

All work shall be completed between the hours of 6:30 PM and 6:30 AM.

102-13 Basis of payment

All traffic control devices (including signs), warning devices and barriers shall be furnished and maintained by the Contractor. Cost of all devices necessary for conformance to the Index of Roadway and Traffic Design Standards (current edition) and this section shall be included in lump sum bid item for Maintenance of Traffic, unless bid separately.

SECTION 104 PREVENTION, CONTROL, AND ABATEMENT OF EROSION AND WATER POLLUTION

This section shall include the installation, cost and maintenance of any materials to comply with the Section E-02, the Stormwater Pollution Prevention Plan sheets and any other regulations as required by law for any work done under this contract. This section shall include filing of a Notice of Intent with the Florida Department of Environmental Protection for stormwater discharge. Contractor shall submit an erosion and sedimentation control plan in accordance with **Section D 1.0 Submittals**.

104-10 Basis of Payment

The installation and maintenance of all items for conformance to this section shall be included LS bid item for prevention, control and abatement of erosion and water pollution unless bid separately.

SECTION 107 LITTER REMOVAL AND MOWING

The contractor shall perform litter removal, mowing and edging of the right-of-way as directed by the County Inspector

107-4 Basis of Payment

Payment for litter removal, mowing and edging shall be bid in mowing pay item per acre.

SECTION 110 CLEARING AND GRUBBING

The contractor shall clear and grub only those portions of the site necessary for construction. The contractor shall be responsible for disposing of all demolition materials in a safe and lawful manner. The contractor shall salvage to the County any item as determined by the County.

This section shall include the saw-cutting of existing driveways & sidewalks and any clearing within the limits of construction.

This section shall include trimming trees and vegetation to a height of 17.5 ft above and 18 ft beyond the edge or travel way and shall also include trimming tress and vegetation to a height of 8 ft above the sidewalks/paths and 2 ft beyond either side of the sidewalks/paths. The contractor shall notify the County Horticulturist 48 hours prior to any planned trimming operations. All tree trimming and root pruning shall be performed in accordance with ANSI A300 Standards.

110-7 Removal of Existing Concrete

Removal or relocation of pipe, pipe end treatments, drainage structures, fence and any other items noted in the plans or not noted in the plans not covered by other sections, within the limits of construction, shall be included in this section.

110-12 Basis of Payment

All work required under this section shall be bid in lump sum item for clearing & grubbing unless bid separately.

SECTION 120 EXCAVATION AND EMBANKMENT

This section shall include spreading, redistributing and compacting of any on-site materials as required by the plans and to the redistribution or remove onsite material required to attain the proposed grades as indicated on the plans. Excess suitable material shall be utilized interchangeably between projects. It is expected that the SUNTrail will have excess suitable material that will be required to be utilized on Tower Rd. All excess material suitable materials shall remain property of the County. This section shall include the contractors delivery of the excess suitable material to Minnie Crowne Pit on SW 63rd Blvd, south of Archer Rd.

120-4.1 Subsoil Excavation

This shall only be used as directed by the County Inspector or as required by the plans. Subsoil excavations shall occur to a depth of 24 inches below the bottom of the limerock base in accordance with Index 500 or as required by the plans.

120-6 Borrow

This shall only be used if approved by the County Inspector. Borrow material shall be supplied by the contractor from an approved, permitted source. Suitability of borrow material shall be approved by Alachua County prior to use.

120-8 Embankment Construction

Fill placed for roadway embankment or replacement of sub soil excavation shall be placed in a maximum of 12" lifts, and compacted to minimum density specified in the plans. Materials placed for stormwater management basin embankments shall be placed in maximum 12" lifts. Fill material placed over the top of the pipe shall be placed in maximum of 12" thick lifts

Placement and compaction of embankment shall be constructed to full width required, in sections not less than 300 feet in length or full length of the embankment.

120-9 Compaction of Embankments

Compaction of materials which will be over four (4) feet below the top of subgrades shall be

compacted to 95% of the maximum density as determined by AASHTO T-180, Method D. Materials within four (4) feet of top of subgrades shall be compacted to 98% of AASHTO T-180, Method D.

Materials placed for stormwater management basin embankments shall be compacted to a minimum of 95% of maximum density as determined by AASHTO Method T-99.

120-10 Compaction of Embankments

A lift shall be considered any single layer spread and compacted, regardless of length and size prior to subsequent placement of fill material.

Upper four (4) feet of embankment including pipe trenches: Each lift shall be tested for minimum compaction required for subgrade, as specified on the plans. No less than one density verification for each 500 linear foot length of a single lift of embankment.

Embankment sections over four (4) feet in depth including pipe trenches: Material below the upper four (4) feet - a minimum of every other lift. No less than one density verification for each 500 linear feet of a tested lift.

Embankment for retention ponds: Every other 12" lift. No less than one density verification for each 500 linear foot length of a tested lift.

120-13 Method of Measurement

Delete this entire subsection with the exception of Section 120-13.3, "Borrow Excavation" and Section 120-13.6, "Subsoil Excavation." Borrow excavation shall represent all materials obtained from off-site areas necessary for construction to required line and grade. Measurements shall be by cubic yard, truck measured, delivered and placed. All other work included in this section shall be considered grading unless bid separately.

120-14 Basis of Payment

Compensation for all work required under this section, excluding borrow, shall be paid under the lump sum pay items for grading. Area noted in the plans for Subsoil Excavation shall be paid by LS; any other Subsoil Excavation required by the County shall be paid by the CY.

The following are the plan quantiles and are for informational purposes only; contractor shall conduct plan take-offs to bid accordingly:

<u>Plan</u>	<u>Regular Excavation (CY)</u>	<u>Embankment (CY)</u>
Grading - Tower Rd	3,192	4,595
Grading - SUNTrail	3,035	966

SECTION 125 EXCAVATION FOR STRUCTURES AND PIPE

Density requirements shall be in accordance with the modification provided herein for Section 120. Exceptions provided for outside of roadway embankment still apply.

SECTION 160 STABILIZING

LBR Stabilization: After stabilization and mixing, sample to a depth of 12" minimum for each change of subgrade material, or each section of subgrade with differing amounts of added stabilizing material. Minimum of 2 tests per mile of roadway. No less than 2 determinations shall be made per project. Verify width and depth of stabilization every 200 foot.

Density: No less than one density determination per 500 feet of subgrade or one per each section of roadway between intersections or between intersections and ends of cul-de-sac roads. Density shall be as specified on design plans, utilizing the proctor sample as modified for the LBR testing. Subgrade densities performed solely for placement of curb shall not satisfy requirements for subgrade density verification prior to base material placement. Curb densities shall be performed at the same frequency as subgrade densities. Portions of subgrade not worked as a part of overall compactive effort or sections replaced as rework or repair, shall be tested for density and bearing value prior to placement of base rock.

160-4.2.1.2 Under-tolerances in Bearing Value Requirements

Where plans call for a minimum LBR value, under tolerance criteria is not applicable.

SECTION 200 ROCK BASE

Limerock shall be constructed to specified thickness and shall be compacted to 98% AASHTO T-180. No less than one density determination per 500 linear feet of base. Minimum of one density test between intersections or intersection and end of cul-de-sac roads. A minimum of 2 densities per project shall be performed.

200-9 Calculations for Average Thickness of Base

Delete this section.

200-10 Method of Measurement

Delete this section. Quantity to be paid for will be the as measured square yards of rock base with the minimum thickness, shaped to the required line, grade, and profile.

SECTION 285 OPTIONAL BASE COURSE

Limerock shall be constructed to specified thickness and shall be compacted to 98% AASHTO T-180. No less than one density determination per 500 linear feet of base. Minimum of one density test between intersections or intersection and end of cul-de-sac roads. A minimum of 2 densities per project shall be performed.

285-7 Calculations for Average Thickness of Base

Delete this section.

285-8 Method of Measurement

Delete this section. Quantity to be paid for will be the as measured square yards of rock base with the minimum thickness, shaped to the required line, grade, and profile OR as noted in the bid tab.

SECTION 300 PRIME AND TACK COATS FOR BASE COURSES

300-10 Basis of Payment

Cost of priming will be included in the unit cost per square yard of limerock, asphalt base or structural asphalt. Cost of tack coats shall be included in the unit cost of asphaltic concrete to be placed.

SECTION 327 MILLING OF EXISTING ASPHALT PAVEMENT

327-1 Description

Mill material shall remain the property of Alachua County unless otherwise specified by the County Engineer in writing. This section shall include the contractor's delivery of the milled asphalt to Minnie Crowne Pit on SW 63rd Blvd south of Archer Road. Delivery shall be coordinated with the County Inspector.

SECTION 330 HOT BITUMINOUS MIXTURES, GENERAL CONSTRUCTION REQUIREMENTS

The Contractor shall furnish asphaltic concrete from a FDOT certified plant. The Contractor's quality control shall be implemented in accordance with Section 330 during the course of providing materials for the project.

SECTION 334 SUPERPAVE ASPHALT CONCRETE

Delete this section and replace with the following:

334-1 Description.

334-1.1 General

Construct a Hot Mix Asphalt (HMA) pavement based on the type of work specified in the Contract and the Asphalt Work Categories as defined below. Meet the applicable requirements for plants, equipment, and construction requirements as defined below. Use a HMA mix that meets the requirements of this specification

334-1.2 Asphalt Work Mix Categories

Construction of Hot Mix Asphalt Pavement will fall into one of the following work categories:

334-1.2.1 Asphalt Work Category 1: Includes the construction of bike paths and miscellaneous asphalt.

334-1.2.2 Asphalt Work Category 2: Includes the construction of new HMA turn lanes, paved shoulders and other non-mainline pavement locations.

334-1.2.3 Asphalt Work Category 3: Includes the construction of new mainline HMA pavement lanes, milling and resurfacing.

334-1.3 Mix Types

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

Table 334-1 HMA Mix Types			
Asphalt Work Category	Mix Types	Traffic Level	ESALs (millions)
1	Type SP-9.5	A	<0.3
2	Structural Mixes: Types SP-9.5 or SP-12.5 Friction Mixes: Types FC-9.5 or FC-12.5	B	0.3 to <3
3	Structural Mixes: Types SP-9.5 or SP-12.5 Friction Mixes: Types FC-9.5 or FC-12.5	C	≥3

A Type SP or FC mix one traffic level higher than the traffic level specified in the Contract may be substituted, at no additional cost (i.e. Traffic Level B may be substituted for Traffic Level A, etc.). Traffic

levels are as defined in Section 334 of the Department's Standard Specifications for Road and Bridge Construction.

334-1.4 Gradation Classification

HMA mixes are classified as either coarse or fine, depending on the overall gradation of the mixture. Coarse and fine mixes are defined in 334-3.2.2. Use only fine mixes.

The equivalent AASHTO nominal maximum aggregate size Superpave mixes are as follows:

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

334-1.5 Thickness

The total pavement thickness of the HMA pavement will be based on a specified spread rate or plan thickness as shown in the Contract Documents. Before paving, propose a spread rate or thickness for each individual layer meeting the requirements of this specification, which when combined with other layers (as applicable) will equal the plan spread rate or thickness. When the total pavement thickness is specified as plan thickness, the plan thickness and individual layer thickness will be converted to spread rate using the following equation:

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

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

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

334-1.5.1 Layer Thicknesses: Unless otherwise called for in the Contract Documents, the allowable layer thicknesses for HMA mixtures are as follows:

Type SP-9.5, FC-9.5	¾ – 1-1/2 inches
Type SP-12.5, FC-12.5	1 ½ – 2-1/2 inches

334-1.5.2 Additional Requirements: The following requirements also apply to HMA mixtures:

1. When construction includes the paving of adjacent shoulders (less than or equal to 5 feet wide), the layer thickness for the upper pavement layer and shoulder shall be the same and paved in a single pass, unless otherwise called for in the Contract Documents.
2. For overbuild layers, use the minimum and maximum layer thicknesses as specified above unless called for differently in the Contract Documents. On variable thickness overbuild layers, the minimum allowable thickness may be reduced by ½ inch, and the maximum allowable thickness may be increased by ½ inch, unless called for differently in the Contract Documents.

334-1.6 Weight of Mixture

The weight of the mixture shall be determined as provided in 320-2.2 of the Florida Department of Transportation (FDOT) specifications.

334-2 Materials.

334-2.1 Superpave Asphalt Binder

Unless specified elsewhere in the Contract or in 334-2.3.3, use a PG 67-22 asphalt binder from the FDOT's Qualified Products List (QPL). If the Contract calls for an alternative binder, meet the requirements of FDOT Specifications Section 336 or 916, as appropriate.

334-2.2 Aggregate

Use aggregate capable of producing a quality pavement.

For Type FC mixes, use an aggregate blend that consists of crushed granite, crushed Oolitic limestone, other crushed materials (as approved by FDOT for friction courses per Rule 14-103.005, Florida Administrative Code), or a combination of the above. Crushed limestone from the Oolitic formation may be used if it contains a minimum of 12% silica material as determined by FDOT Test Method FM 5-510 and FDOT grants approval of the source prior to its use. As an exception, mixes that contain a minimum of 60% crushed granite may either contain:

1. Up to 40% fine aggregate from other sources; or,
2. A combination of up to 20% RAP and the remaining fine aggregate from other sources.

A list of aggregates approved for use in friction courses may be available on the FDOT's State Materials Office website. The URL for obtaining this information, if available, is: <http://dot.state.fl.us/fdot/smo/website/sources/frictioncourse.pdf>.

334-2.3 Reclaimed Asphalt Pavement (RAP) Material

334-2.3.1 General requirements: RAP may be used as a component of the asphalt mixture, 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% by weight of total aggregate. When using a PG 76-22 (PMA), or PG 76-22 (ARB) asphalt binder, limit the amount of RAP material used in the mix to a maximum of 20% by weight of total aggregate. As an exception, amounts greater than 20% RAP by weight of total aggregate can be used if no more than 20% by weight of total asphalt binder comes from the RAP material.
2. Provide stockpiled RAP material that is reasonably consistent in characteristics and contains no aggregate particles which are soft or conglomerates of fines.
3. Provide RAP material having a minimum average asphalt content of 4.0% by weight of total mix. As an exception, when using fractionated RAP, the minimum average asphalt binder content for the coarse portion of the RAP shall be 2.5% by weight of the coarse portion of the RAP. The coarse portion of the RAP shall be the portion of the RAP retained on the No. 4 sieve. The Engineer may sample the stockpile to verify that this requirement is met.
4. Use a grizzly or grid over the RAP cold bin, in-line roller crusher, screen, or other suitable means to prevent oversized RAP material from showing up in the completed recycle mixture. If oversized RAP material appears in the completed recycle mix, take the appropriate corrective action immediately. If the appropriate corrective actions are not immediately taken, stop plant operations.

334-2.3.2 Material Characterization: Assume responsibility for establishing the asphalt binder content, gradation, viscosity and bulk specific gravity (G_{sb}) of the RAP material based on a representative sampling of the material.

334-2.3.3 Asphalt Binder for Mixes with RAP: Select the appropriate asphalt binder grade based on Table 334-2. The Engineer reserves the right to change the asphalt binder type and grade during production based on characteristics of the RAP asphalt binder.

Table 334-2 Asphalt Binder Grade for Mixes Containing RAP	
Percent RAP	Asphalt Binder Grade
< 20	PG 67-22
20 - 29	PG 58-22
≥ 30	PG 52-28

334-3 Composition of Mixture.

334-3.1 General

Compose the asphalt mixture using a combination of aggregates, mineral filler, if required, and asphalt binder material. Size, grade and combine the aggregate fractions to meet the grading and

physical properties of the mix design. Aggregates from various sources may be combined.

334-3.2 Mix Design

334-3.2.1 General: The Contractor shall use a valid, currently approved FDOT Mix Design. Copies of approved mix design shall be provided by the Contractor and shall be approved by the County prior to use. Design the asphalt mixture in accordance with AASHTO R 35-09, except as noted herein. Submit the proposed mix design with supporting test data indicating compliance with all mix design criteria to the Engineer. Prior to the production of any asphalt mixture, obtain the Engineer's conditional approval of the mix design. If required by the Engineer, send representative samples of all component materials, including asphalt binder to a laboratory designated by the Engineer for verification.

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

334-3.2.2 Mixture Gradation Requirements: Combine the aggregates in proportions that will produce an asphalt mixture meeting all of the requirements defined in this specification and conform to the gradation requirements at design as defined in AASHTO M 323-12, Table 3. Aggregates from various sources may be combined.

334-3.2.2.1 Mixture Gradation Classification: Plot the combined mixture gradation on an FHWA 0.45 Power Gradation Chart. Include the Control Points from AASHTO M323-12, Table-3, as well as the Primary Control Sieve (PCS) Control Point from AASHTO M323-12, Table 4. Fine mixes are defined as having a gradation that passes above or through the primary control sieve control point. Use only fine mixes.

334-3.2.3 Gyratory Compaction: Compact the design mixture in accordance with AASHTO T312-12 with the following exceptions: use the number of gyrations at N_{design} as shown in Table 334-3.

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

334-3.2.4 Design Criteria: Meet the requirements for nominal maximum aggregate size as defined in AASHTO M323-12, as well as for relative density, VMA, VFA, and dust-to-binder ratio as specified in AASHTO M323-12, Table 6. $N_{initial}$ and $N_{maximum}$ requirements are not applicable.

334-3.2.5 Moisture Susceptibility: Test 4 inch specimens in accordance with FM I-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.

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.

334-3.2.6 Additional Information: In addition to the requirements listed above, provide the following information on each mix design:

1. The design traffic level and the design number of gyrations (N_{design}).
2. The source and description of the materials to be used.
3. The FDOT source number and the FDOT product code of the aggregate

components furnished from an FDOT approved source (if required).

4. The gradation and proportions of the raw materials as intended to be combined in the paving mixture. The gradation of the component materials shall be representative of the material at the time of use. Compensate for any change in aggregate gradation caused by handling and processing as necessary.

5. A single percentage of the combined mineral aggregate passing each specified 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%.

8. A target temperature at which the mixture is to be discharged from the plant and a target roadway temperature. Do not exceed a target temperature of 330°F for modified asphalts and 315°F for unmodified asphalts.

9. Provide the physical properties achieved at four different asphalt binder contents. One shall be at the optimum asphalt content, and must conform to all specified physical requirements.

10. The name of the mix designer.

11. The ignition oven calibration factor.

334-4 Process Control

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

334-5 General Construction Requirements

334-5.1 Weather Limitations

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

334-5.2 Limitations of Paving Operations

334-5.2.1 General: Spread the mixture only when the surface upon which it is to be placed has been previously prepared, is intact, firm, dry, clean, and the tack, with acceptable spread rate, is properly broken.

334-5.2.2 Air Temperature: Spread the mixture only when the air temperature in the shade and away from artificial heat meets the requirements of Table 334-4.

Table 334-4 Ambient Air Temperature Requirements for Paving	
Layer Thickness or Asphalt Binder Type	Minimum Temperature (°F)
≤1 inch	50
Any mixture > 1 inch containing a PG asphalt binder with a high temperature designation ≥ 76°C	45
Any mixture > 1 inch containing a PG asphalt binder with a high temperature designation < 76°C	40

334-5.3 Mix Temperature

Heat and combine the ingredients of the mix in such a manner as to produce a mixture with a temperature at the plant and at the roadway, within a range of plus or minus 30°F from the target

temperature as shown on the mix design. Reject all loads outside of this range.

334-5.4 Transportation of the Mixture

Transport the mix in trucks of tight construction, which prevents the loss of material and the excessive loss of heat and previously cleaned of all foreign material. After cleaning, thinly coat the inside surface of the truck bodies with soapy water or an asphalt release agent as needed to prevent the mixture from adhering to the beds. Do not allow excess liquid to pond in the truck body. Do not use a release agent that will contaminate, degrade, or alter the characteristics of the asphalt mix or is hazardous or detrimental to the environment. Petroleum derivatives (such as diesel fuel), solvents, and any product that dissolves asphalt are prohibited. Provide each truck with a tarpaulin or other waterproof cover mounted in such a manner that it can cover the entire load when required. When in place, overlap the waterproof cover on all sides so it can be tied down. Cover each load during cool and cloudy weather and at any time it appears rain is likely during transit with a tarpaulin or waterproof cover. Cover and tie down all loads of friction course mixtures.

334-5.5 Preparation of Surfaces Prior to Paving

334-5.5.1 Cleaning: Clean the surface of all loose and deleterious material by the use of power brooms or blowers, supplemented by hand brooming where necessary.

334-5.5.2 Patching and Leveling Courses: As shown in the plans, bring the existing surface to proper grade and cross-section by the application of patching or leveling courses.

334-5.5.3 Application over Surface Treatment: Where an asphalt mix is to be placed over a surface treatment, sweep and dispose of all loose material from the paving area.

334-5.5.4 Tack Coat: Use a rate of application as defined in Table 334-5. Control the rate of application to be within plus or minus 0.01 gal. per square yard of the target application rate. The target application rate may be adjusted by the Engineer to meet specific field conditions. Determine the rate of application as needed to control the operation. When using PG 52-28, multiply the target rate of application by 0.6.

Table 334-5 Tack Coat Application Rates		
Asphalt Mixture Type	Underlying Pavement Surface	Target Tack Rate (gal/yd ²)
Base Course, Structural Course, Dense Graded Friction Course	Newly Constructed Asphalt Layers	0.03 minimum
	Milled Surface or Oxidized and Cracked Pavement	0.06
	Concrete Pavement	0.08
Open Graded Friction Course	Newly Constructed Asphalt Layers	0.05
	Milled Surface	0.07

334-5.6 Placing Mixture

334-5.6.1 Alignment of Edges: With the exception of pavements placed adjacent to curb and gutter or other true edges, place all pavements by the stringline method to obtain an accurate, uniform alignment of the pavement edge. Control the unsupported pavement edge to ensure that it will not deviate more than plus or minus 1.5 inches from the stringline.

334-5.6.2 Rain and Surface Conditions: Immediately cease transportation of asphalt mixtures from the plant when rain begins at the roadway. Do not place asphalt mixtures while rain is falling, or when there is water on the surface to be covered. Once the rain has stopped and water has been removed from the tacked surface to the satisfaction of the Engineer and the temperature of the mixture caught in transit still meets the requirements as specified in 334-5.3, the Contractor may then place the mixture caught in transit.

334-5.6.3 Checking Depth of Layer: Check the depth of each layer at frequent intervals to ensure a uniform spread rate that will meet the requirements of the Contract.

334-5.6.4 Hand Spreading: In limited areas where the use of the spreader is impossible or

impracticable, spread and finish the mixture by hand.

334-5.6.5 Spreading and Finishing: Upon arrival, dump the mixture in the approved paver, and immediately spread and strike-off the mixture to the full width required, and to such loose depth for each course that, when the work is completed, the required weight of mixture per square yard, or the specified thickness, is secured. Carry a uniform amount of mixture ahead of the screed at all times.

334-5.6.6 Thickness Control: Ensure the spread rate is within 10% of the target spread rate, as indicated in the Contract. When calculating the spread rate, use, at a minimum, an average of five truckloads of mix. When the average spread rate is beyond plus or minus 10% of the target spread rate, monitor the thickness of the pavement layer closely and adjust the construction operations.

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

When the average spread rate for the total structural or friction course pavement thickness exceeds the target spread rate by ± 50 lbs per sy for layers ≥ 2.5 inches or exceeds the target spread rate by ± 25 lbs per sy for layers < 2.5 inches, address the unacceptable pavement in accordance with 334-5.10.4, unless an alternative approach is agreed upon by the Engineer.

334-5.6.7 Material Transfer Vehicle: For all final surfaces courses the contractor shall utilize a remixing material transfer vehicle (example: Roadtec MTV1000 or Terex CR662RM) to allow for continuous paving and remixing or asphalt materials.

334-5.7 Leveling Courses

334-5.7.1 Patching Depressions: Before spreading any leveling course, fill all depressions in the existing surface as shown in the plans.

334-5.7.2 Spreading Leveling Courses: Place all courses of leveling with an asphalt paver or by the use of two motor graders, one being equipped with a spreader box. Other types of leveling devices may be used upon approval by the Engineer.

334-5.7.3 Rate of Application: When using Type SP-9.5 (fine graded) for leveling, do not allow the average spread of a layer to be less than 50 pounds per square yard or more than 75 pounds per square yard. The quantity of mix for leveling shown in the plans represents the average for the entire project; however, the Contractor may vary the rate of application throughout the project as directed by the Engineer. When leveling in connection with base widening, the Engineer may require placing all the leveling mix prior to the widening operation.

334-5.8 Compaction

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

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

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

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

334-5.9 Joints

334-5.9.1 Transverse Joints: Construct smooth transverse joints, which are within 3/16 inch of a true longitudinal profile when measured with a 15 foot manual straightedge meeting the

requirements of FDOT Test Method FM 5-509. These requirements are waived for transverse joints at the beginning and end of the project and at the beginning and end of bridge structures, if the deficiencies are caused by factors beyond the control of the Contractor such as no milling requirement, as determined by the Engineer. When smoothness requirements are waived, construct a reasonably smooth transitional joint.

334-5.9.2 Longitudinal Joints: For all layers of pavement except the leveling course, place each layer so that longitudinal construction joints are offset 6 to 12 inches laterally between successive layers. Do not construct longitudinal joints in the wheel paths. The Engineer may waive these requirements where offsetting is not feasible due to the sequence of construction.

334-5.10 Surface Requirements

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

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

In areas not defined to be a density testing exception per 334-6.4.1, obtain for the Engineer, three 6 inch diameter roadway cores at locations visually identified by the Engineer to be segregated. The Engineer will determine the density of each core in accordance with FDOT Test Method FM 1-T 166 and calculate the percent G_{mm} of the segregated area using the average G_{mb} of the roadway cores and the representative PC G_{mm} for the questionable material. If the average percent G_{mm} is less than 90.0, address the segregated area in accordance with 334-5.10.4.

334-5.10.2 Cross Slope: Construct a pavement surface with cross slopes in compliance with the requirements of the Contract Documents.

334-5.10.3 Pavement Smoothness: Construct a smooth pavement meeting the requirements of this Specification. Furnish a 15 foot manual and a 15 foot rolling straightedge meeting the requirements of FM 5-509.

334-5.10.3.1 Straightedge Testing:

334-5.10.3.1.1 Acceptance Testing: Using a rolling straightedge, test the final (top) layer of the pavement. Test all pavement lanes where the width is constant using a rolling straightedge and document all deficiencies on a form approved by the Engineer. Notify the Engineer of the location and time of all straightedge testing a minimum of 48 hours before beginning testing.

334-5.10.3.1.2 Final (Top) Pavement Layer: At the completion of all paving operations, straightedge the final (top) layer either behind the final roller of the paving train or as a separate operation. Address all deficiencies in excess of 3/16 inch in accordance with 334-5.10.4, unless waived by the Engineer. Retest all corrected areas.

334-5.10.3.1.3 Straightedge Exceptions: Straightedge testing will not be required in the following areas: shoulders, intersections, tapers, crossovers, sidewalks, bicycle/shared use paths, parking lots and similar areas, or in the following areas when they are less than 250 feet in length: turn lanes, acceleration/deceleration lanes and side streets. In the event the Engineer identifies a surface irregularity in the above areas that is determined to be objectionable, straightedge and address all deficiencies in excess of 3/8 inch in accordance with 334-5.10.4.

334-5.10.4 Correcting Unacceptable Pavement: Correct deficiencies in the pavement layer by removing and replacing the full depth of the layer, extending a minimum of 50 feet on both sides of the defective area for the full width of the paving lane, at no additional cost.

334-6 Acceptance of the Mixture

334-6.1 General

Contractor Quality Control test results may be verified by the County by separate sample.

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

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

334-6.2 Certification by the Contractor

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

334-6.3 Certification and Process Control Testing by the Contractor & County

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

334-6.3.1 Process Control Sampling and Testing Requirements: Perform process control testing at a frequency of once per day. Obtain the samples in accordance with FDOT Method FM 1-T 168. Test the mixture at the plant for gradation (P_s and P₂₀₀) and asphalt binder content (P_b). The County shall measure the roadway density with 6 inch diameter roadway cores at a minimum frequency of once per 1,500 feet of pavement with a minimum of three cores per day. The Contractor shall be responsible for the cutting 6 inch diameter cores and providing them to the County.

Determine the asphalt binder content of the mixture in accordance with FDOT Method FM 5-563. Determine the gradation of the recovered aggregate in accordance with FM 1-T 030. Determine the roadway density in accordance with FM 1-T 166. The minimum roadway density will be based on the percent of the maximum specific gravity (G_{mm}) from the approved mix design. If the Contractor or Engineer suspects that the mix design G_{mm} is no longer representative of the asphalt mixture being produced, then a new G_{mm} value will be determined from plant-produced mix with the approval of the Engineer. Roadway density testing will not be required in certain situations as described in 334-6.4.1. Assure that the asphalt binder content, gradation and density test results meet the criteria in Table 334-6.

Table 334-6 Process Control and Acceptance Values	
Characteristic	Tolerance
Asphalt Binder Content (percent)	Target \pm 0.55
Passing No. 8 Sieve (percent)	Target \pm 6.00
Passing No. 200 Sieve (percent)	Target \pm 2.00
Roadway Density (daily average)	Minimum 90.0% of Gmm

334-6.4 Process Control Testing by the Contractor and Acceptance Testing by the Engineer

On Asphalt Work Category 3, perform process control testing as described in 334-6.3.1. In addition, the Engineer will accept the mixture at the plant with respect to gradation ($P_{.8}$ and $P_{.200}$) and asphalt binder content (P_b). The mixture will be accepted on the roadway with respect to density. The Engineer will sample and test the material as described in 334-6.3.1. The Engineer will randomly obtain at least one set of samples per project; however the engineer may randomly obtain samples as his discretion. Assure that the asphalt content, gradation and density test results meet the criteria in Table 334-4. Material failing to meet these acceptance criteria will be addressed as directed by the Engineer such as but not limited to acceptance at reduced pay, delineation testing to determine the limits of the questionable material, removal and replacement at no cost to the County, or performing an Engineering analysis to determine the final disposition of the material.

334-6.4.1 Acceptance Testing Exceptions: When the total quantity of any mix type in the project is less than 500 tons, the Engineer will accept the mix on the basis of visual inspection. The Engineer may run independent tests to determine the acceptability of the material.

Density testing for acceptance will not be performed on widening strips or shoulders with a width of 5 feet or less, variable thickness overbuild courses, leveling courses, any asphalt layer placed on subgrade (regardless of type), miscellaneous asphalt pavement, bike/shared use paths, crossovers, or any course with a specified thickness less than 1 inch or a specified spread rate less than 100 lb per square yard. Density testing for acceptance will not be performed on asphalt courses placed on bridge decks or approach slabs. In addition, density testing for acceptance will not be performed on the following areas when they are less than 1,000 feet continuous in length: turning lanes, acceleration lanes, deceleration lanes, shoulders, parallel parking lanes, or ramps. Density testing for acceptance will not be performed in intersections. The limits of the intersection will be from stop bar to stop bar for both the mainline and side streets. Compact these courses in accordance with a standard rolling procedure approved by the Engineer. In the event that the rolling procedure deviates from the approved procedure, placement of the mix will be stopped.

334-7 Method of Measurement

For the work specified under this Section, the quantity to be paid for the area placed and accepted in square yards or will be the weight of the mixture, in tons. No compensation is provided for asphalt beyond the specified thickness. Areas below the specified thickness shall be corrected at no cost to the County.

The bid price for the asphalt mix will include the cost of the liquid asphalt or the asphalt recycling agent and the tack coat application as specified in 334-5.5.4. There will be no separate payment for the asphalt or unit price adjustment for binder material in the asphalt mix.

334-8 Basis of Payment

334-8.1 General

Price and payment will be full compensation for all the work specified under this Section (including the applicable requirements of Sections 320 and 330). No composite pay factor will be paid

SECTION 337 ASPHALT CONCRETE FRICTION COURSES

337-2.2 Asphalt Binder

Use a PG 76-22 asphalt binder meeting the requirements of 916-1.

337-6.1 FC-9.5 and FC-12.5

Mixture acceptance shall meet the requirements of 334-6.

337-7.8 Material Transfer Vehicle

The contractor shall utilize a remixing material transfer vehicle (example: Roadtec MTV1000 or Terex CR662RM) to allow for continuous paving and remixing of asphalt materials.

337-12 Basis of Payment

337-12.1 General

No composite pay factor will be paid. Material acceptance shall meet the requirements of 334-6.

SECTION 346 PORTLAND CEMENT CONCRETE

Mix designs may be utilized that have current approval by FDOT for use in the appropriate application for the appropriate class of concrete. Copies of approved concrete mix design shall be provided by the Contractor and shall be approved by the County prior to use.

SECTION 347 PORTLAND CEMENT CONCRETE – CLASS I (NONSTRUCTURAL)

Delete current specification and insert 2004 specification as amended below:

347-1 Description:

The requirements of this Section are applicable to concrete designated as Class I (Nonstructural), hereinafter referred to as concrete. Use concrete composed of a mixture of portland cement, aggregates, and water, with or without chemical admixtures, slag, or pozzolanic materials. Deliver concrete to placement site in a freshly mixed, unhardened state. Ensure the concrete is placed and cured in a manner to ensure that the strength and durability of the concrete is maintained.

347-2 Materials

347-2.1 General: Certify that all materials used in concrete are from FDOT approved sources, and free from frozen or other detrimental matter. Meet the following requirements:

- (a) Portland Cement Section 921
- (b) Fine Aggregate.....Section 902
- (c) Coarse Aggregate Section 901
- (d) Water.....Section 923
- (e) Chemical Admixtures.....Section 924
- (f) Pozzolans and Slag Section 929

347-2.2 Admixture Requirements: Chemical admixtures may be added at the dosage rates recommended by the manufacturer.

347-2.3 Substitution of Materials: Approved material sources may be substituted for similar materials indicated on the originally approved mix design. Use originally approved mix components and proportions, when unsatisfactory test results are obtained from the use of the substituted material(s).

347-2.4 Material Storage: Use a concrete production facility that meets the following requirements:

347-2.4.1 Cementitious Materials Storage: Provide a separate and clearly labeled

weatherproof facility to store each brand or type of cementitious material without mixing or contamination. Provide a suitable, safe and convenient means of collecting cementitious material samples at each storage facility.

347-2.4.2 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 Department approved pit number and 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. 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.

347-3 Production, Mixing and Delivery.

347-3.1 Concrete Production Requirements: Deliver concrete from a production facility that is certified by the National Ready-Mixed Concrete Association (NRMCA) or approved by FDOT and on the FDOT's approved plant list. Produce concrete utilizing equipment that is in good operating condition and operated in a manner to ensure a consistent product. Within two hours prior to each day's batching, ensure that the concrete production facility determines the free moisture for the coarse and fine aggregates. 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.

Ensure that the calibration of the measuring devices of the concrete production facilities meets the requirements of Chapter 531 of the Florida Statutes. 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. Have the accuracy of admixture measuring dispensers certified annually by the admixture supplier.

When Volumetric Mixers are used, deliver concrete in accordance with the requirements of Volumetric Mixer Manufacturers Bureau (VMMB) and ensure that the vehicle has a VMMB registered rating plate.

Substitution of structural concrete in lieu of non-structural concrete may be used if approved by the Engineer. If structural concrete is used in lieu of non-structural concrete, obtain the concrete from a production facility meeting the requirements of Section 346. Acceptance is based on the requirements of Section 347.

347-3.2 Mixers: Ensure that mixers are capable of combining the components of concrete into a 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.

347-3.3 Delivery: The maximum allowable mixing and agitation time of concrete is 120 minutes. Water may be added at the job site before discharging concrete, provide the ratio values for water to cementitious materials and slump remain below the maximum allowable values specified in the approved mix design.

347-4 Control of Quality.

347-4.1 Concrete Mix Design: Before producing any concrete, submit the proposed mix design to the Engineer on a form provided by FDOT. Use only concrete mix designs meeting the following requirements and having prior approval of the Engineer.

Maximum water to cementitious materials ratio	0.55 lbs/lbs
Minimum 28-Day Compressive Strength	2,500 psi
Minimum Cementitious Materials Content	470 lbs/yd ³
Slump	0 to 6 inch

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 the Department concrete delivery ticket. The Engineer may disqualify any concrete production facility for non-compliance with Specification requirements.

347-4.2 Sampling and Testing: The Engineer may sample and test the concrete at his discretion to verify its quality.

347-4.3 Records: Maintain the following records for review for at least three years:

1. Approved concrete mix designs.
2. Materials source (delivery tickets, certifications, certified mill test reports).
3. A copy of the scale company or testing agency report showing the observed deviations from quantities checked during calibration of the scales and meters.
4. A copy of the documentation certifying the admixture weighing/measuring devices.
5. Recent NRMCA, VMMB or FDOT inspection records certifying plant can produce concrete and documentation showing that action has been taken to correct deficiencies noted during the inspections.

347-5 Certification and Acceptance.

347-5.1 General: Furnish a Delivery Ticket with each batch of concrete before unloading at the placement site. The County will provide the Delivery Ticket Form. The concrete producer may use an alternate form provided that it contains the required information. Record material quantities incorporated into the mix on the Delivery Ticket. Ensure that the Batchers responsible for production of the concrete, certifying that the batch was produced in accordance with specification requirements, signs the Delivery Ticket. Sign the Delivery Ticket certifying that the maximum specified water to cementitious materials ratio was not exceeded due to any jobsite adjustments to the batch, and that the batch was delivered and placed in accordance with specification requirements.

Acceptance by the County will be by Certification on the Delivery Ticket, as described herein, by the Batchers and the Contractor.

The Engineer will hold the Contractor responsible for rejecting loads of concrete that do not meet the minimum compressive strength requirements. Delineate and replace, at no cost to the County, all concrete that does not meet the 28-day compressive strength requirements or has any cracking greater than 1/4 inch in width or 1/4 inch in vertical displacement. Any spalling or flaking off of the surface layer that exposes the rough, pitted aggregate surface in excess of 10 square inches is to be removed and replaced in accordance with 347-5.2. Sidewalk, ditch pavement, slope pavement, Traffic Separator, or curb and gutter having any intersecting cracks visible in the dry concrete (regardless of size) will be removed and replaced in accordance with 347-5.2.

If any uncontrolled cracks appear during the life of the Contract unacceptable to the Engineer, remove and replace the concrete in accordance with 347-5.2 at no expense to the County.

347-5.2 Remedial Action: Remedial action will be the removal and replacement of all concrete to the full depth and width. Sidewalk, Curb and Gutter, Ditch Pavement and Traffic Separator: Begin saw cutting 2 1/2 feet either side or above and below the crack or at the nearest joint, remove and replace the 5 foot section encompassing the crack.

Slope Pavement: Saw cut each scored joint above and below the crack and replace the entire section

SECTION 400 CONCRETE STRUCTURES

400-1 Description:

This section shall include over-excavation and backfilling of materials as required by the detail noted in the plans and shall include the foundation preparation requirements per Index 520 (Section 455 – D. Spread Footings) for the construction of gravity walls including all dewatering requirements.

400-23 Basis of Payment:

Price and payment for all work included in this section shall be included in the unit cost of concrete for each of the various classes unless bid separately.

SECTION 425 INLETS, MANHOLES AND JUNCTION BOXES

The rear wall portion of inlet tops Type 1, 2, 3 and 4 may be brick, however, dowels to the top slab are required. Dowels shall be double row, as close to 9 inches on center as brick structure and pattern will allow.

For Type 5 and 6 inlets, the bent bar from the inlet back, continuous into the inlet top, may be constructed as a dowel of equal length to the front bar in the inlet back wall.

All inlet throat, invert, pipe cutting and grout work shall be completed prior to inlet top construction. Inlet top construction shall be completed prior to placement of asphalt.

425-8 Basis of Payment:

This section shall include all work and materials required to place, adjust and connect structures to pipes in-place as required by the plans.

SECTION 430 PIPE CULVERTS

This section includes all pipe, grates (when required), fasteners, reinforcement, connectors, anchors, concrete, sealants, jackets, coupling bands, and all work required to install the pipe and end treatments.

430-3 Type of Pipe to be Used

The pipe shall be concrete or suitable equivalent approved by the County Engineer unless otherwise specified in the plans.

430-11.1 New Pipe Installed by Excavation or Trenching

Quantities of pipe to be paid shall be as measured, in-place and accepted. Cost of pipe shall include any additional base material required for conformance to FDOT Index No. 205.

SECTION 440 UNDERDRAINS

Underdrain pipe shall be 6" schedule 40 PVC and this section shall include flush mounted cleanout structures at each end of pipe run and every 250 ft.

SECTION 522 CONCRETE SIDEWALK AND DRIVEWAYS

Any and all final sidewalk in excess of a 2% cross slope, regardless of any interim phase Inspection acceptance shall be replaced at the contractor's expense. No tolerance in excess of 2% will be accepted.

All 6" thick concrete (ramps, driveways, turnouts, etc.) shall require 6x6 WWM or 1.5 lb polypropylene fiber mesh per CY.

SECTION 523 PATTERNED PAVEMENT

523-2 Materials

Use only FrictionPave Decorative Surfacing or TrafficPatterns on the Approved Products List.

SECTION 527 DETECTABLE WARNINGS

527-2 Materials

Detectable warning surfaces outside of FDOT right-of-way shall be clay or concrete red brick or a cast-in place or wet set tile on the FDOT APL list in red color. No post-applied materials are acceptable.

527-4 Method of Measurement

Detectable warning surfaces placed in newly constructed sidewalk/curb ramps outside of FDOT right-of-way will be paid by the square foot furnished, installed and accepted.

527-5 Basis of Payment

Pay Item – Detectable Warning Surface – SF

SECTION 536 GUARDRAIL

536-6 Basis of Payment

Shop bent panel and any special guardrail post required shall be included in the cost of the basic guardrail item.

SECTION 570 PERFORMANCE TURF

570-3.2 Seeding

The contractor shall furnish to the County Inspector, prior to placement of any seed, a certification from the Florida Department of Agriculture and Consumer Services Division of Plant Industries, stating that the seed is free of noxious weeds, including tropical soda apple. All seed materials shall be subject to inspection by the County Inspector prior to placement. Any sod with noxious weeds and grasses, including tropical soda apple, shall be rejected for use on the project.

570-3.3 Sod

Any portion of the existing right-of-way, including all easements, that is disturbed outside the limits of construction shall be sodded at the contractor's expense as directed by the County Inspector. The contractor shall furnish to the County Inspector, prior to placement of any sod, a certification from the Florida Department of Agriculture and Consumer Services Division of Plant Industries, stating that the sod is free of noxious weeds, including tropical soda apple. All sod materials shall be subject to inspection by the County Inspector prior to placement. Any sod with noxious weeds and grasses, including tropical soda apple, shall be rejected for use on the project.

Contractor may elect to use hydroseed in lieu of sod. Contractor shall be responsible to maintain erosion control on areas that are stabilized with hydroseed. The County shall not make payment for redressing of areas the contractor elects to place hydroseed due to erosion.

570-9 Basis of Payment

Payment for fertilizer, seed, and mulch will be by a single pay item for "seed and mulch." Applications of all items will be to appropriate standards applicable for the season. Cost of netting or soil to hold mulch on 3:1 or greater slopes shall be included in the bid item unit cost.

SECTION 580 LANDSCAPING

580-1 Description.

Furnish, install, establish and maintain landscaping as indicated in the Contract Documents.

The allowable Contract Time is two separate phases called Installation Period and Establishment Period. The Installation Period precedes the Establishment Period and is the allowable Contract Time minus the one year Establishment Period.

Failure to complete the installation and establishment of the landscaping within allowable Contract Time will result in liquidated damages being assessed and withheld in accordance with the agreement and as contained in this section.

The one year Establishment Period will begin when plants have been installed and accepted by the Engineer regardless of the duration of the time used for the Installation Period.

580-2 Materials.

580-2.1. Grade Standards and Conformity with Type and Species: Only use plant materials purchased from Florida commercial nursery stock that comply with all required inspection, grading standards, and plant regulations in accordance with the latest edition of the Florida Department of Agriculture's "Grades and Standards for Nursery Plants."

Unless otherwise specified, minimum grade for all plants is Florida No. 1. All plants must be the specified size and grade at the time of delivery to the site.

Use only plants that are true to type and species, free of fungal infection and disease, and ensure that the plants not specifically covered by Florida Department of Agriculture's "Grades and Standards for Nursery Plants" conform in type and species with the standards and designations in general acceptance by Florida nurseries. Submit a list of nurseries where plants are tagged, including contact information and location. The Engineer and Contractor may visit the nursery sites to inspect representative samples of plant material and lock tag the example plants. Prior to planting, provide the Engineer with a certification from the supplying nursery that all plant materials have been purchased from Florida commercial nursery stock.

A minimum of two plants of each species on each shipment must be shipped with tags stating the botanical nomenclature and common name of the plant. Should discrepancies arise between botanical nomenclature and common name, the botanical name will take precedence.

Root Ball Sizes for Field Grown Palms			
Palm Type	Overall Height	Root Ball Radius from Trunk	Root Ball Depth
Sabal Palm*	N/A	Per Florida Grades & Standards	Per Florida Grades & Standards
Coconut Palm	N/A	Per Florida Grades & Standards	Per Florida Grades & Standards
Queen Palm	N/A	24"	24"
All Other Field Grown Palms	< 15' OA	12"	18"
	15' - 25' OA	16"	24"
	26' - 30' OA	18"	30"
	30'	24"	36"
* Sabal palms (Sabal palmetto) specified as being "Regenerated Palms" as shown on the Plant Schedules shall be minimum Florida no. 1 grade unless noted otherwise. The root ball width shall be, at a minimum, equal to twice the diameter of the trunk as measured at the base. The root balls shall have new, regenerated, round-tipped roots that have emerged from the root initiation zone. Roots			

shall be whitish-yellow in color, have tapered ends and be present on all sides of the root ball.

To qualify as "Regenerate Palms," sabal palms shall have been placed in containers or be contained within "plastic fabric or film material", or approved equal, after field harvesting and during the root regeneration period. They shall have a minimum of three fully expanded new fronds that have not been pruned. Fully expanded new fronds shall meet the minimum requirements to be considered "excellent leaves", as defined by the glossary of terms in the latest edition of the Florida Department of Agriculture and Consumer Services Grades and Standards for Nursery Plants – Palms and Cycads.

580-2.2 Inspection and Transporting: Move nursery stock in accordance with all Federal and State regulations and accompany each shipment with the required inspection certificates. Submit inspection certificates to the Engineer.

580-2.3 Water: Meet the requirements of Section 983.

580-2.4 Mulch: Use of cypress mulch is prohibited.

580-2.5 Soil: Remove all unsuitable soil and debris to root ball depth. Replace soil meeting the requirements of Section 987.

580-3 Installation.

580-3.1 (Reserved)

580-3.2 Delivery: All plant materials must be available for inspection prior to planting.

580-3.3 Layout: The location of plants as shown in the Contract document, are approximate. At no cost to the Department adjust final locations when directed by the Engineer to accommodate unforeseen field conditions or to comply with safety setbacks and requirements.

Prior to commencing any excavation or planting, mark proposed mowing limits, planting beds and individual locations of trees and palms as shown in the Contract Documents. Notify the Engineer when marking is complete.

Make no changes to the layout, materials or any variations of plant materials from the Contract Documents without the Engineer's written approval.

580-3.4 Soil Drainage: All planting holes and beds must drain sufficiently prior to installing any plants. Immediately notify the Engineer of drainage or percolation problems before plant installation.

580-3.5 Planting: Meet the requirements of the Contract Documents.

580-3.6 Repair and Restoration: Repair and restore existing areas disturbed by installation, establishment or maintenance activities. Where new turf is required to restore and repair disturbed areas, meet the requirements of Section 570.

580-3.7 Disposal of Debris: Remove and dispose of all debris and excess material generated from the installation of plants at the end of each day's work and in compliance with all Federal, State and Local laws and ordinances.

580-3.8 Reporting: Certify monthly on a form provided by the Department, "Landscape Monthly Inspection Form" that the plants have been installed and are being established and maintained in accordance with the Contract Documents.

580-3.9 Establishment Plan: Not less than 45 days prior to the scheduled completion of the installation, submit an Establishment Plan to the Engineer for review and comment. Installation will be considered complete only when the Establishment Plan has been accepted by the Engineer.

Specifically describe the methods, activities, materials and schedule to achieve establishment and inspection of plants and incidental landscaping as described in 580-4. Acceptance of the Establishment Plan is not a release from responsibility for the overall establishment and maintenance of the landscape area as required in the Contract Documents. Perform any ancillary activities that may be required to adequately establish and maintain the plants and landscape area.

580-3.10 Installation Completion: To allow time for scheduling inspection of installation, provide the Engineer with no less than seven calendar days advance notice of completion of installation of all plants. Upon completion of installation of plants and incidental landscaping, certify on a form provided by the Department, "Contractor Certification of Installation" that the landscaping has been installed and is being established in accordance with the Contract Documents.

580-4 Establishment.

580-4.1 Establishment Period: The establishment period is defined as the entire one year after installation of all plants and incidental landscaping. The establishment period will begin upon acceptance by the Engineer of the Establishment Plan and the complete installation of the landscaping.

During the establishment period:

Keep all plants watered, fertilized, mulched, pruned, and staked and guyed as necessary to assure specified minimum grade of Florida No. 1 throughout the duration of the project construction period and establishment period.

Keep all plants pruned to maintain plant health, clear visibility of signs, traffic signals, safe sight distance at intersections and driveways, safe and operational horizontal and vertical clearance from roadways, sidewalks, utilities, light poles, traffic control signals and devices, toll equipment and facilities, mechanical equipment, fences, walls and drainage structures, and to provide unobstructed access. Pruning shall conform to ANSI A300 Part 1 Standards. Pruning shall be performed by an International Society of Arboriculture (ISA) Certified Arborist or person with documentation of equivalent or greater expertise. Prior to performing pruning activities provide proof of the individual's active arborist certification or other credential to the Engineer for approval.

Keep the landscape areas as defined in the plans, including individual plant locations and planting beds, free of litter, debris, excess material and undesirable vegetation.

Keep landscape bed edges correctly located and trimmed, and the mulch groomed and replenished as specified in the Contract Documents.

Operate and maintain all components of any irrigation system when installed as part of the Contract.

Remove staking and guying from all fully established plants unless otherwise directed by the Engineer.

Continue any mowing and litter pick up of the turf areas as depicted and specified in the Contract Documents.

580-4.2 Inspection and Reporting Requirements: During the establishment period, inspect and certify monthly on the Department's "Landscape Monthly Inspection Form" that the landscaping is being established per the Contract Documents.

During the establishment period, the Engineer will perform quarterly inspections to verify that the landscaping is being established per the Contract Documents.

580-5 Remedial Work.

Perform all necessary remedial work at no cost to the Department. Use replacement plants of the same species and planting medium as the plant being replaced and as specified in the Contract Documents. Replacement plant size must match the size of the adjacent grown-in plants of the same species and variety which may be larger than the initially installed size.

During the establishment period, the establishment time for replacement plants shall be the remaining establishment period or 90 days after date of replacement installation acceptance, whichever is greater.

Approval of remedial work does not relieve the Contractor from continuing responsibility under the provisions of this Section. At the end of the contract period when all contract requirements are met, the Engineer will release the Contractor from further remedial work.

580-6 Failure to Perform.

Upon receipt of the monthly inspection form or after inspection by the Engineer, a daily deduction of 0.274% per calendar day of the remaining establishment amount in 580-8.2 will be assessed and forfeited if full compliance with 580-4 is not achieved. The daily deduction will continue until full compliance is achieved to the Engineer's satisfaction.

Should the Contractor fail to timely and satisfactorily perform any remedial work associated with landscaping during the establishment period, the Department will reduce the payments scheduled during the establishment period by a deduction of 0.274% per calendar day of the remaining establishment amount in 580-8.2.

580-7 Method of Measurement.

580-8.1 Installation: The quantity to be paid will be the quantity of plants or trees installed.

580-8.2 Establishment: The quantity to be paid will be in equal monthly payments for plants or trees maintained during the establishment period.

580-8 Basis of Payment.

Price and payment will be full compensation for all work and materials specified in this Section including all ancillary work and materials necessary to meet the contract requirements. .

580-8.1 Payment during the Installation Period: Seventy-six percent of the bid amount will be paid during the installation period for work completed and accepted.

580-8.2 Payment during the Establishment Period: Up to twenty-four percent of the total contract amount will be paid in accordance with 580-7 during the establishment period Payment during the establishment period will be made in 12 equal monthly payments, less any deductions assessed in accordance with 580-6.

580-8.3 Payment: Payment will be made under:

Pay Item No XX, Latin Name, Common Name, Size EA

SECTION 660 VEHICLE DETECTION SYSTEM

All loops shall be 30 ft in length unless otherwise noted in the plans.

SECTION 665 PEDESTRIAN DETECTOR SYSTEM

All detectors shall be Pelco Model SP-1090-FL unless otherwise noted in the plans.

SECTION 690 REMOVAL OF EXISTING TRAFFIC SIGNAL EQUIPMENT

Add 2013 Specification with the following addition as follows.

690-1 Description.

Remove existing traffic control signals and devices including electrical and electronic equipment, supporting hardware and structures, electrical wiring, conduit, and all other elements specified and required to clear the areas of concern for new installations.

When removing existing traffic signals and devices, salvage and protect all equipment and materials designated for removal in the Contract Documents.

690-2 Ownership.

The County retains ownership of the equipment removed unless otherwise stated in the plans. This section shall include the delivery of the equipment to the Alachua County Public Works Compound at 5620 NW 120th Lane or the City of Gainesville Public Works Compound at 405 NW 39th Avenue at the County's discretion. Delivery shall be coordinated with the County Inspector.

690-3 General Removal Operations.

Remove and salvage all equipment, appurtenances, and materials designated in the Plans to remain the property of the County or other owner.

Where the removals require excavation, backfill, compact, and level the excavated areas (unless to be used as areas for other installations) so as to form a smooth contour, uniform in density with adjacent ground areas.

Where the removal operations require the removal or disturbance of overlying pavement, curb, grass, or sidewalk, remove such pavement and subsequently replace it in kind (or equivalent).

Remove, handle, and transport electronic equipment to be removed with all due care. Correct any damage to such equipment caused by negligence at no expense to the County regardless of whether the damage occurs before or after removal of the equipment.

When removing all electronic equipment, also remove all attaching devices and all other devices and auxiliaries related to the electronic unit which the County does not require to remain in place for use with replacing equipment.

Perform all removals in such a manner as to not damage or disturb adjacent property, utilities, or other equipment.

When replacing existing functioning installations with new installations, do not remove the existing installations until the new installations are in place and operating or until temporary traffic control approved by the Engineer is in place.

Notify the proper authorities or the owners of affected adjacent installations at least 24 hours in advance of any removal operations which might endanger or otherwise affect the operations of their facilities.

When the Contract Documents indicate that owners (or others) will remove their own poles, carefully remove and handle all equipment from such poles prior to such removal of the poles.

690-4 Specific Removal Operations.

690-4.1 Removal of Poles: Remove direct burial, strain poles, steel strain poles, mast arm and monotube assemblies and associated foundations as specified in the Plans. Obtain the Engineer's approval for the removal process before beginning any removal work. These requirements do not apply to poles used for highway lighting, unless they are jointly used to support traffic control signals and devices, signal mast arm, or span wire assemblies.

Accomplish the removal process of each pole/foundation in such a manner as not to result in a safety hazard to motorists or adjacent property or damage to existing utilities. Ensure that all utilities have been located prior to removal.

When shallow pole removal is specified in the Plans, ensure the remaining pole/foundation and any protrusions, such as pole keys, dead men, guying apparatus, conduit, anchor bolts, or reinforcing steel, are removed to a minimum depth of 4 feet below existing grade.

When deep pole removal is specified in the Plans completely remove each pole including the foundation and all accessories or attachments, such as pole keys, dead men, guying apparatus, conduit, anchor bolts, and reinforcing steel.

Do not remove or disturb utility poles located within the right-of-way.

690-4.2 Removal of Signal Pedestal: Remove each signal pedestal and associated foundations as specified in the Plans. Obtain the Engineer's approval for the removal process before beginning any removal work.

Accomplish the removal process of each pedestal/foundation in such a manner as not to result in a safety hazard to motorists, pedestrians or adjacent property or damage to existing utilities. Ensure that all utilities have been located prior to removal.

Completely remove each pedestal including the foundation and all accessories or attachments, such as pole keys, conduit, anchor bolts, and reinforcing steel.

690-4.3 Removal of Controllers and Cabinets: When removing controller assemblies, also remove the cabinet. For base mounted cabinets, completely remove the concrete base and technician pad.

Prior to removal, conduct an inventory of the cabinet and all cabinet contents, including identification of the model number and serial numbers of each item. Submit the inventory list to the Engineer for retention by the Department and provide a copy of the list to the equipment owner.

690-4.4 Removal of Signal Heads (Vehicular and Pedestrian): Remove all signal head assemblies and attachment hardware in such a manner as to avoid unnecessary damage.

690-4.5 Removal of Detectors (Vehicular and Pedestrian): Divide the removal of detector assemblies into the following categories:

(a) Vehicular detector assemblies: When the removal of vehicular detector assemblies is specified in the Contract Documents, remove the amplifier from the controller cabinet, the loop, and the lead-in wiring that is in the conduit and pull boxes.

When removing pressure type vehicular detector assemblies, remove the amplifier and the detector pad and its framework from the roadway pavement. After removing such detector assemblies, repair the roadway areas by backfilling and tamping with an approved asphalt concrete mix or concrete pavement mix so as to restore the roadway to the satisfaction of the Engineer.

When removing non-intrusive detectors that are not embedded in or under pavement, remove the roadside detector assembly, cabling, mounting hardware, and detector electronics in cabinet.

(b) Pedestrian detector assemblies: Include in the removal of pedestrian detector assemblies the removal of the push button detector, sign, and all mounting hardware, including the supporting post and foundation.

690-4.6 Removal of Mast Arms and Span Wires: Disconnect the mast arms and span wires carefully at the pole, and salvage all usable hardware and attachment devices as determined by the Engineer. Remove all devices supported by the mast arm or span wire (including wiring) prior to the removal of the mast arm or span wire.

For integrally installed mast arms and mast arm poles, remove the pole and mast arm combination as a unit after removing the devices supported by the mast arms.

690-4.7 Removal of Cabling and Conduit: After removing the conductor cable and conduit, carefully stub, or protect with other appropriate procedures, the remaining conductor cable and conduit at the point of removal.

If the removal of any cables and conduit requires excavation, restore disturbed areas compatible with adjacent ground areas.

690-5 Transporting and Storing Removed Equipment.

When the Contract Documents specify special handling, deliver equipment and materials that are not stipulated to be reused in the new installations to the locations designated in the Contract. When the Contract Documents note no special handling, stockpile or dispose of the removed materials as approved by the Engineer. The Engineer will determine ownership of removed equipment and will approve of the removal of any salvaged equipment from the project in advance.

Provide disposal areas, and dispose of removed concrete strain poles in such areas.

690-6 Method of Measurement.

690-6.1 General: The quantities to be paid for will be measured in accordance with the different work tasks required in this Section. The Contract unit price for each different work task as specified in the Contract Documents will include all labor and equipment required to remove the specified items specified by the pay item numbers.

690-6.2 Remove Poles:

690-6.2.1 Pole Removal Shallow: The quantity to be paid for will be the removal of each pole including the foundation and all accessories or attachments to a depth not less than 4 feet below existing grade.

690-6.2.2 Pole Removal Deep: The quantity to be paid for will be the complete removal of the pole and foundation including all accessories or attachments.

690-6.3 Remove Signal Pedestal: The quantity to be paid for will be the complete removal of each pedestal including the foundation and all accessories or attachments.

690-7 Basis of Payment.

Prices and payments will be full compensation for all work specified in this Section.

SECTION 700 HIGHWAY SIGNING

When the contractor has the option for sign post type, the sign post type shall be U-Channel.

E-04 LAYING OUT THE WORK

The Contractor shall be responsible for establishing all lines and grades together with all reference points as required by the various trades for all work under this Contract. All required layout, both horizontal and vertical, shall be completed under the supervision of a Land Surveyor, who is registered in the State of Florida and noted as such (see **Surveyor's License Confirmation form Exhibit S**). The construction plans and right-of-way maps, if available, are at the Public Works Department for review. Survey control points disturbed or destroyed by the Contractor shall be replaced by the Contractor's Surveyor at the Contractor's expense. Survey monuments, markers or other survey control points, which will be removed by construction, shall be properly referenced to the right-of-way line prior to removal. Reference monumentation for all survey control shall be provided to the County upon project completion.

E-05 TESTING

All testing shall be performed by the County except for pre-qualification testing of materials required by the FDOT Specifications, and testing required at the Contractor's expense in accordance with Section D, Paragraphs 11, 13, and 19. Section D, Paragraph 19.2 is further interpreted to provide that all costs incurred for services of a County contracted independent testing laboratory for any failing tests shall be billed directly to the Contractor, or deducted from contract payments.

E-06 PRECONSTRUCTION CONFERENCE

See Section D, General Conditions, Paragraph 1.2.

E-07 PAY ITEM SPECIAL CONDITIONS & SPECIAL PAY ITEMS

Paint and Thermoplastic Pay Items -

Paint pay items are for initial (single) application of marking on the final surface; thermoplastic shall be placed 30 days thereafter.

Pay Item 125 - Rejuvenating Scrub Seal (Single Application) -

The work specified in this pay item consists of furnishing and applying a single of bituminous surface treatment on all mainline 1.5" milled roadway surfaces (including turnlanes) and overlay sections prior to the overlay. Application shall cure a minimum of 2 weeks prior to covering with asphalt unless otherwise directed by the County. Place materials in compliance with the specifications that follows.

1000-1 Description

This work shall consist of furnishing all labor, equipment, material, supplies, and other incidentals necessary to provide an application rejuvenating scrub seal emulsion drag broom and cover coat aggregate as defined below. Meet the applicable requirements for plants, equipment, and construction requirements as defined below. Use asphalt emulsion and stone that meet the requirements of this specification.

1000-2 Materials

1000-2.1 Liquid bituminous material for surface treatment: Comply with Section 916 of the FDOT Specification except as modified herein. Use CMS-1PC liquid bituminous material conforming to the requirements in the table. Contractor may substitute an alternative rejuvenating polymer bituminous material if approved, in advance, by the Engineer.

1000-
2.1.1
Test
Modif
ication
s

Material Designation - Cationic Asphalt Emulsion			
Emulsion Properties	Test	Min	Max
Viscosity, Saybolt Furol, 77° F (25° C), SFS	T59	50	350
Storage Stability Test, 24-h, %	T59		1
Oil Distillate, %	T59		0.5
Sieve Test, %	T59		0.1
Residue by Distillation ⁽¹⁾ @ 350°F, %	T59	60	
Residue Properties from Distillation:	T59		
Penetration, 4°C (39.2°F), 200 g., 60 sec	T49	30	
Residue Properties from Low Temp Evaporation:	PP72-11, Procedure B		
MSCR @ 52°C, J _{cr} @ 3.2kPa	ASTM D7405		4.0
Polymer Properties:			
Swelling in rejuvenating agent, % max weight increase: 48 hours	ASTM D471 Mod		40%
Tensile Strength, PSI	ASTM D412A Mod	800	
Glass Transition Temperature (T _g) – Midpoint by DSC (°C)	ASTM D7426 Mod	0	
Latex Density @ 23°C, (g/cm ³)	ASTM D6937 Mod	1.00	1.05
Latex pH	ASTM E70 Mod	6.0	8.0
Rejuvenating Agent Properties			
Flash Point, COC, °F	T48	380	
Viscosity, 140 °F, CST	T201	50	175
Saturate, % by weight	ASTM D2007		30
Asphaltenes	ASTM D2007		1.0
Test on Residue from RTFO			
Weight change, %wT	ASTM D2872		6.5
Viscosity Ratio (RTFO/Orig.)	ASTM D2170		3

T59: Bring the temperature on the lower thermometer slowly to 350 °F plus or minus 10 °F. Maintain this temperature for 20 minutes. Complete the total distillation in 60 plus or minus 5 minutes.

1000-2.1.1.2 ASTM D471: Standard Test Method for Rubber Property-Effect of Liquids: Modifications for Polymer Testing, Resistance to Swelling:

- Using a syringe, place 0.8 gm of latex into an 18 mm diameter DSR mold.
- Allow the sample to dry at ambient lab conditions (air conditioned) on the bench for 72 hours. Sample should be easily removable from the mold.
- Take the "button" out of the mold and place the sample into a forced air oven at 40°C (104°F) for 48 hours (on release paper). If at the end of the ambient dry, the sample sticks to the mold, place it into the oven and check it after 1-2 hours.
- After 48 hours cool and weigh the sample to the nearest 0.0001 gram and record the weight.
- Put ½ inch of Rejuvenating Agent into a 3 oz penetration tin.
- Place the "button" on the Rejuvenating Agent, and add another ½ inch Of Rejuvenating Agent, so that the "button" is covered.
- Put the cap on the penetration tin and place it into the 40°C oven for 48 hours.
- Remove the "button" from the Rejuvenating Agent, blot surface of the "button" to remove excess Rejuvenating Agent, cool the "button" to room

temperature and weigh it.

- i. Calculate weight gain of the "button", express as %.

1000-2.1.1.3 ASTM D412A Standard Test Methods for Vulcanized Rubber and Thermoplastic Elastomers-Tension: Modifications:

- a. To prepare the polymer film, dilute the waterborne polymer to 40% Total Solids Content and pour 57 g into a Teflon or silicone release mold of dimensions 7" X 7" X 1/4".
- b. Allow to dry at 23°C (73 °F) and 50% RH (controlled conditions) for 7 – 10 days total time, during which time the film should be flipped around once, preferably after 3 or 4 days. The film should be transparent in the end.
- c. To drive out any residual water, place the film in an oven at 50°C for 30 min. Dried film thickness should be 25 mil +/- 5 mils. Discard films <20 mil.
- d. Cut out dumbbell-shaped test specimens of dimension 75 mm total length, 25 mm mid-section (L) and 4 mm width of mid-section.
- e. Grip in Instron machine with gap size 1 inch, use 8 inch/min cross-head speed.

1000-2.1.1.4 ASTM D7426 Standard Test Method for Assignment of the DSC Procedure for Determining Tg of a Polymer or an Elastomeric Compound
Modifications: Use between 3 – 30 mg dry polymer. Instrument used is TA Q2000 Differential Scanning Calorimeter (DSC). Heating rate is 20°C/min.

1000-2.1.1.5 ASTM D6937 Standard Test Method for Determining Density of Emulsified Asphalt Modifications: Replace "Emulsified Asphalt" with "Latex" in text of test method. The testing temperature used should be 25 +/- 3oC. The calculation in Section 7 should be as follows:

Calculation:

$$D = (W_f - W_t) * 0.1$$

$$S.G. = D / 8.337$$

Where: Wf = Weight of filled cup (g)

Wt = Weight of empty cup (g)

1000-2.1.1.6 ASTM E70 Standard Test Method for pH of Aqueous Solutions with the Glass Electrode Modifications:

- a. A pH meter with automatic temperature measurement should be used in the evaluation with a calomel cell assembly or combination electrode. Calibration should be made using the procedure with the pH meter, according to ASTM method, prior to testing the pH of the latex. In Section 9, the procedure for measuring pH of the latex should be as follows:
 - i. Place the electrode and probe into the dispersion that is to be measured and swirl the sample cup or beaker gently. (You may also use the probe in a stirring motion.)
 - ii. Wait for the reading to stabilize (usually less than a minute) and read/record this value. Note the temperature if not utilizing an ATC probe.
 - iii. Take the Electrode and ATC probes from the sample and rinse thoroughly with de-ionized water. Pat dry and place back into

appropriate solution recommended by electrode manufacturer for storage.

1000-2.2 Aggregates: Use crushed granite #89 stone conforming to FDOT specifications Section 901. Aggregate shall be washed, hard, durable, clean rock and free from coatings or deleterious material.

• 1000-3 Equipment

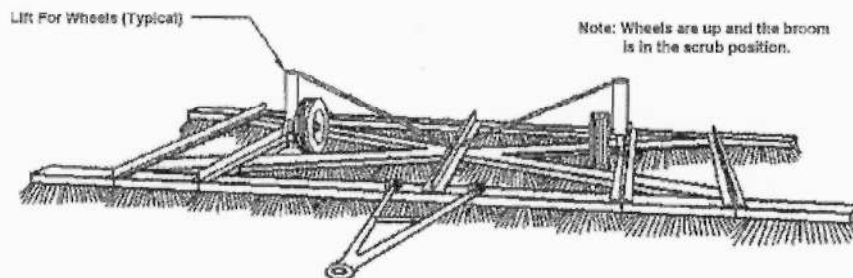
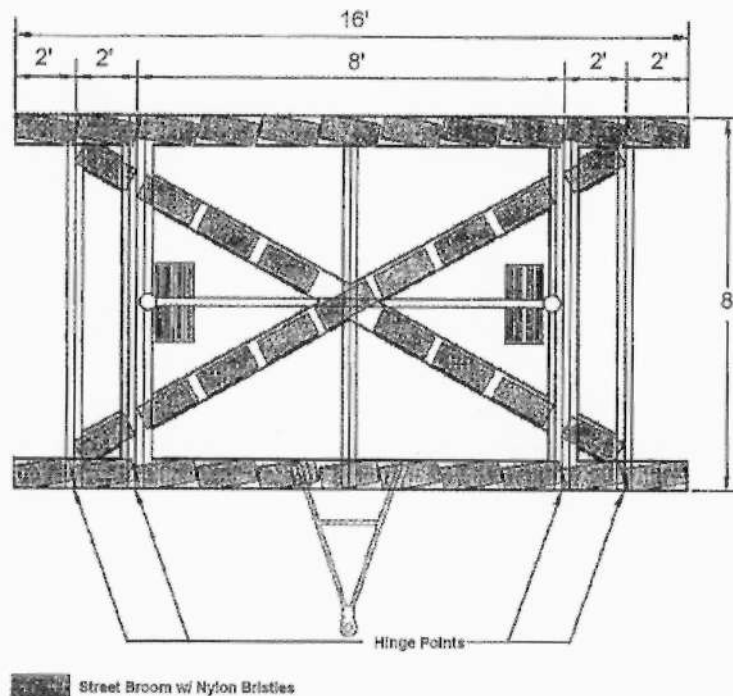
1000-3.1 Distributor: The distributor shall be self-powered and capable of providing a uniform application rate of emulsion varying from .05-1.00 gallon per square yard over a variable width up to the maximum width as required by the Engineer in a single pass. Distributor shall be self-powered and include a computerized application controls, a tachometer, pressure gauges, accurate volume devices, calibrated tank, and a thermometer for measuring temperatures of the emulsion in the tank.

The distributor shall be equipped with ground speed control and a variable power unit for the pump and full circulation spray bars, which are adjustable laterally and vertically. Prior to construction, the nozzle angle shall be adjusted uniformly to 15 – 30 degrees at an angle to the axis of the spray bar, and the spray bar height shall be set to provide one hundred percent of triple coverage in a single pass. Where multiple lane passes will be required to complete the road width, overlapping passes must be four inches with fifty percent coverage so that the next pass will complete the full application rate specified. The longitudinal joints shall coincide with existing painted lane lines.

1000-3.2 Aggregate Spreader: The aggregate spreader shall be self-propelled and supported by at least four tires on two axles capable of providing a uniform application rate of aggregate from five to fifty pounds per square yard over a variable width up the maximum width as required by the Engineer. The uniformity of this machine shall not vary by more than one pound per square yard. The aggregate spreader shall be equipped with the means of applying the cover aggregate to the surface with computerized application rate control so that the required amount of material will be deposited uniformly over the full width of the asphalt emulsion.

1000-3.3 Scrub Broom: A scrub broom as described herein and depicted in the diagram below shall be used to scrub the emulsion after application. The scrub broom frame shall be constructed of metal. The scrub broom shall be attached to and pulled by the distributor truck. The scrub broom must be equipped with a means of raising and lowering the scrub broom at desired points. It shall be towable in the elevated position to the next area of construction. The weight of the broom assembly shall be such that it does not squeegee the emulsion off the roadway surface.

The main body of the scrub broom shall have a frame size as shown below. The nearest and furthest members, paralleling the back of the distributor truck, and diagonal members shall be equipped with street brooms. The leading member and the trailing member shall have broom heads angled at 10 to 15 degrees off the centerline of the supporting member as shown in the scrub broom schematic at the end of this technical provision. The diagonal members shall have broom heads attached in line with the centerline of the supporting member. Each individual street broom attached to the scrub broom assembly shall be 3.5 inches wide x 6.5 inches high x 16 inches long and have stiff nylon bristles. Bristle height is to be maintained at a minimum of five inches (5"). The scrub broom shall be equipped with hinged wing assemblies attached to the main body not to exceed 4.5 feet per side, with diagonals and equipped with street brooms and shall maintain the scrubbing process evenly as contours and cross-sections change across the existing road surface.



Scrub Broom

1000-3.4 Pneumatic Tire Rollers: Three (3) Self-propelled pneumatic tired rollers shall be used on the project. Pneumatic rollers are capable of ballast loading, either with water or sand, which allows the weight of the machine to be varied "from 10 to 16 tons" or "not more than 20 tons" to achieve the specified contact pressure which typically runs around 80 pounds per square inch. Tire pressure shall be specified by the manufacturer for the pneumatic tire rollers and shall not vary more than plus or minus 5.0 psi

1000-3.5 Sweepers: Provide motorized brooms with a positive means of controlling vertical pressure and capable of cleaning the road surface prior to spraying bituminous material and

removing loose aggregate after bituminous seal coating.

1000-3.6 Additional equipment: Additional equipment will be needed to complete the operations required by this technical provision. All equipment necessary for the successful completion of projects governed by this provision shall be included in the unit costs associated herein. Availability of quality assurance devices (such as a 15' straight edge) shall be the responsibility of the Contractor.

1000-4 General Construction Requirements

1000-4.1 Layout: The Contractor will be responsible for the string lining and lay out of the roadway prior to surface treatment.

1000-4.2 Weather and Seasonal limitations: The surface treatment shall not be applied to a wet surface or when rain is occurring or the threat of rain is present immediately before placement. The surface treatment shall not be applied when the ambient temperature or pavement temperature is less than 55°F.

1000-4.3 Preparation of Surface: The chip seal material shall be placed on a firm unyielding prepared roadway. The Contractor shall be responsible for clipping back shoulders and removing overburden or any other vegetation or debris to ensure that the road is free of organic and deleterious material. Cracks in the existing roadway shall be cleaned and blown free of loose or deleterious materials prior to surface treatment. The contractor shall be responsible for removal of all Reflective Pavement Markers prior to beginning operation. Prior to the scrub seal operation, all drain inlet covers, monument covers, and all other utility covers shall be protected from the Contractor's scrub seal operations by applying a sheet of plastic over the exposed facilities, or other methods approved by the Engineer. All traces of plastic, residual emulsion and aggregate shall be removed from covered objects after the application of the scrub seal and/or prior to final inspection of the project. The contractor will be responsible for blowing or sweeping the road immediately ahead of the chip seal operation to make sure the road is free of loose aggregate and other debris.

1000-4.4 Application of bituminous material: Prior to construction, calibrate the distributor in accordance with ASTM D2995-99 in the presence of the Engineer. Liquid bituminous material shall be applied at a rate of 0.20 – 0.50 gallons per square yard (depending on the composition of the roadway, surface texture and sized of aggregate in use to obtain proper embedment) by means of a pressure type distributor in a uniform, continuous spread over the section to be treated. The distributor shall be moving forward at the proper speed when the liquid is discharged onto the pavement to provide an even and consistent application at the rate prescribed. If any areas are deficient the operation shall be stopped and corrected immediately. The liquid shall not be applied more than one hundred (100') feet in advance of the aggregate.

The temperature of the asphalt emulsion when applied shall be between 140°F and 180°F. For smaller areas, the emulsion may be applied with a wand. The emulsion shall be immediately broomed to fill cracks and voids. The emulsion scrub broom shall be as described herein.

The application of the asphalt emulsion for scrub seal and scrub broom operation shall cease an appropriate distance from the end of the application as determined by the contractor. The remaining asphalt emulsion for scrub seal shall be dragged out by the scrub broom, and the remaining emulsified material required to complete the pass shall be applied only by the distributor truck, at the specified rate.

1000-4.5 Application of cover aggregate: The aggregate shall be applied within 1 minute of the spray application of the liquid bituminous material, cover aggregate shall be spread over the liquid material at a rate of 16 – 30 lbs square yard to achieve proper embedment. Prior to

construction, calibrate the aggregate spreader in accordance with ASTM D5624-02, in the presence of the Engineer. The allowable deviation in the amount of aggregate spread on each of the rubber mats shall not exceed ± 1 pound per square yard in the transverse direction, or ± 1 pound per square yard in the longitudinal direction, from the design application rate. Spreading shall be accomplished in such a manner that the tires of the trucks and aggregate spreader never contact the newly applied asphalt emulsion. The width of the aggregate spreader shall be equal to the width of the emulsion spread, except where additional passes are required. Areas, which are deficient in aggregate, shall be covered immediately with additional material. Previously used (sweeping) aggregates will not be allowed.

1000-4.6 Mix Design: The contractor shall provide a mix design to the engineer at the Pre-Construction meeting to be approved prior to beginning work. The McLeod design method shall be utilized in determining application rates.

1000-4.7 Mix Design Test Strip: Begin the rate of application for the bituminous material as determined by the approved bituminous seal coat design. Construct a short test strip 100 feet long to ensure the bituminous material application rate is adequate. After applying the bituminous material to this test strip, place the cover aggregate at the design application rate. Inspect the aggregate after rolling for proper embedment. Make adjustments to the rate of application, if necessary. Construct one full lane width at a time. Make additional adjustments to the rate of application during the Project, if needed.

1000-4.8 Rolling: Initial chip seal rolling shall begin one (1) minute after the application of cover coat aggregate. Rollers shall work in tandem and complete a minimum of three passes with a sufficient overlap. Should the rolling operation be delayed, the aggregate and emulsion spreading shall be halted until the operation regains proper sequencing and timing. The maximum speed of the rolling operations shall be 5 miles per hour.

1000-4.9 Sweeping: Excess aggregate shall be swept from the roadway and adjacent areas. Sweep off the surplus aggregate on the same day of the chip seal construction. Exercise care to not disturb aggregate that has set. Re-sweep areas the day after the initial sweeping. The Contractor will dispose of the surplus cover aggregate in a manner satisfactory to the Engineer.

1000-5 General Performance: Provide completed pavement which performs to the satisfaction of the engineer without bleeding, rutting, shoving, raveling, stripping, or showing other types of pavement distress or unsatisfactory performance.

1000-6 Quality Control.

1000-6.1 General: The Contractor is responsible for quality control (QC) sampling and testing.

1000-6.2 Chip Seal Aggregate:

1000-6.2.1 Stockpile Production: Provide material gradation and quality test results taken during production. The testing rate for gradation is a minimum of one per day, or one per 1500 tons, whichever is greater. The testing rate for quality values in Table 1 is once per source.

1000-6.2.2 Construction: Sample the cover aggregate once each production day. The aggregate sample will be taken from the chip spreader.

1000-6.3 Asphalt Emulsion: Only asphalt emulsion from Certified Sources is allowed for use. Verify the application rate of the asphalt emulsion by dividing the volume of material used by the area of chip sealing for that day. Provide material certification and quality control test results for each batch of asphalt emulsion used on the Project. Include the supplier name, plant

location, emulsion grade, and batch number on all reports.

1000-7 Quality Assurance.

1000-7.1 General: The County and Contractor are responsible for quality assurance (QA) sampling and testing. Samples cannot be from split samples and must be taken randomly by the Engineer.

1000-7.2 Cover Aggregate:

1000-7.2.1 Stock Pile Production: Test for gradation-the testing rate is a minimum of one per day, or one per 1500 tons, whichever is greater. If the material is hauled from the production site to a temporary stockpile, test at the temporary stockpile.

1000-7.2.2 Construction: Sample the cover aggregate once each production day. The aggregate sample will be taken from the chip spreader. Samples will be stored and tested for gradation, at the Engineer's discretion. If the results vary from the requirements, the contractor will remove and replace the defective material placed as directed by the engineer to meet specifications.

1000-7.3 Asphalt Emulsion: Sample the first daily shipment. Also, provide one sample for every 50,000 gallons (approximately 200 ton). The contractor shall provide sample containers and an independent testing laboratory for the emulsion test. The Contractor shall be responsible for the cost of the testing. The County reserves the right to test any shipment of emulsion. The contractor will remove and replace the defective material placed as directed by the engineer to meet specifications.

1000-8 Method of Measurement & Basis of Payment: All labor, equipment and materials required by this section shall be included in the unit prices bid. The quantity to be paid shall be for all work placed and accepted by the County.

E: CONTRACTOR'S FINAL PAYMENT AFFIDAVIT

STATE OF FLORIDA
COUNTY OF _____

Before me, the undersigned authority, personally appeared _____,
who after being duly sworn, deposes and says:

(1) He or she is the (title) _____ of
V.E. Whithurst & Sons Construction, Inc., which does business in the State of
Florida, hereinafter referred to as the "Contractor."

(2) Contractor, pursuant to that certain Capital Construction Agreement
("Agreement") with the Alachua County, Florida, a charter county and political subdivision of the
State of Florida, hereinafter referred to as the "Owner," has furnished or caused to be furnished
furnish all labor, materials, equipment and apparatus for the construction of: Project No. 6371
and 917-7901 - SW 75th Street from SW Archer Road to SW 8th Ave. in Alachua County,
Florida, as more particularly set forth in said Agreement.

(3) This affidavit is executed by the Contractor in accordance with section 713.06
of the Florida Statutes for the purposes of obtaining final payment from the Owner in the amount
of \$ _____.

(4) Contractor certifies, represents and warrants that it has paid all persons defined
in section 713.01, Florida Statutes, who furnished labor, services, or materials for the prosecution
of the Work provided for in the Agreement ("Claimants"), all amounts owed them from any
previous payments received by Contractor from the Owner and has not withheld any such
amounts.

(5) Contractor certifies, represents and warrants that all Work to be performed
under the Contract has been fully completed, and all Claimants have been paid in full.

(6) In accordance with the Contract Documents and in consideration of
\$ _____ paid, Contractor releases and waives for itself and all Claimants, including
their successors and assigns, all claims demands, damages, costs and expenses, whether in
contract or in tort, against the Owner relating in any way to the performance of the Contract.

(7) Contractor certifies, represents and warrants for itself and its subcontractors,
materialmen, successors and assigns, that all charges for labor, materials, supplies, lands, licenses
and other expenses for which the Owner might be sued or for which a lien or a demand
against any payment bond might be filed, have been fully satisfied and paid.

(8) Contractor agrees to indemnify, defend and save harmless the Owner from all
demands or suits, actions, claims of liens or other charges filed or asserted against the
Owner arising out of the performance by Contractor of the Work covered by the Agreement.

(THIS SPACE WAS INTENTIONALLY LEFT BLANK)

Contractor:

By: _____

Its: _____

Date: _____

Witnesses

[Corporate Seal]

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____ of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me or has produced a _____ (state) driver's license no. _____ as identification.

My Commission Expires: _____

Notary Public (Signature): _____

(AFFIX NOTARY SEAL)

(Printed Name)

(Title or Rank)

(Serial Number, if any)

ATTACHMENT G: FORM OF FINAL PAYMENT BOND WAIVER

**WAIVER OF RIGHT AGAINST PAYMENT BOND
(FINAL PAYMENT)**

OWNER: Alachua County, a charter county and political subdivision of the State of Florida

CONTRACTOR: V.E. Whitehurst & Sons, Inc.

PROJECT: Construction of Project No. 6371 and 917-7901 – SW 75th Street from SW Archer Road to SW 8th Ave. in Alachua County, Florida RFP 18-804

The undersigned Claimant, for itself and its successors and assigns, and in consideration of final payment made in the amount of \$ _____, hereby waives and releases its right to claim against the payment bond, and further waives, releases and discharges the Owner and Contractor from any and all claims, demands, obligations, damages, actions, and causes of action, direct or indirect, in law or in equity, for labor, services or materials furnished to **V.E. Whitehurst & Sons, Inc.** on the job of **Alachua County**, a charter county and political subdivision of the State of Florida, for improvements to the following described Project: Project No. 6371 and 917-7901 – SW 75th Street from SW Archer Road to SW 8th Ave. in Alachua County, Florida Bid 18-804.

Claimant: _____

DATE: _____

By: _____
(Print Name)

Its: _____
(Print Title)

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this _____ day of _____,
20____, by _____ (name of person) as

(type of authority, e.g. officer, trustee, attorney in fact) for
_____.

(Signature of Notary Public -- State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known OR Produced Identification
Type of Identification Produced



Agenda

**ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS**

**Jack Durrance Auditorium
Second Floor**

12 SE 1st Street

March 13, 2018 BoCC Regular Meeting 9:00AM

Agenda Item #39.

Agenda Item Name:

Construction Agreement with V.E. Whitehurst & Sons, Inc for SW 75th St (Tower RD)

Presenter:

Ramon Gavarrete, 374-1214

Item Description:

Construction agreement for Bid 18-804: Project No. 6371 & 917-7901– SW 75th Street from SW Archer Road to SW 8th Ave, to V.E. Whitehurst & Son's, Inc.

Recommended Action:

Approve Capital Construction Agreement for County Project 6371 & 917-7901 - SW 75th St from Archer Rd to SW 8th Ave with V.E. Whitehurst & Sons, Inc.

Prior Board Motions

August 16, 2016 – Board authorized staff to proceed with the Tower Rd project to include resurfacing, add turn lanes, bus turnouts and street trees.

February 23, 2018 - Board approved the Finance Report awarding the construction agreement to V.E. Whitehurst & Sons, Inc.

Fiscal Consideration:

Contract totals \$3,277,699.45 plus 10% contingency = \$3,605,469.40 amount needed for both projects.

Project 9177901

Current Available Budget Fund 341 = \$855,144.28
Bid Amount plus 10% = (\$589,890.85)
Amount available for other expenses = \$265,253.43

Project 6371

Current Available Budget Fund 341 = \$3,197,042.45
Bid Amount plus 10% = (\$3,015,578.55)
Amount available for other expenses = \$ 181,463.90

Total Available budget by account:

341.79.7910.541.63.01 = \$ 855,144.28

341.79.7916.541.63.71 = \$3,197,042.45

Total Both Projects = \$4,052,186.73

Background:

The scope of the project is to resurface the roadway from SW Archer Rd to SW 8th Ave. The project includes the addition of turn lanes at SW 45th Pl, SW 42nd Ave, Tower Rd Library, SW 19th Pl, SW 18th Blvd and SW 13th Rd. Southbound bus turnouts will be constructed at the library and Veterans Park. A FDOT grant will also fund the construction of a multi-use path on the west side of the roadway from SW 26th Pl to SW 8th Ave and a private developer will construct additional turn lanes for a future development at SW 13th Rd. Work is expected to commence in April and reach completion within 6 months; all work will be completed between the hours of 6:30 PM and 6:30 AM. Street trees will be planted upon completion of the road work.