"City on the Gulf"

CITY OF VENICE, FLORIDA

Purchasing Department

401 W. Venice Avenue
Venice, FL 34285

Invitation to Bid

ITB Number 3058-17

Date of Issue: March 15, 2017

Submission Deadline: April 26, 2017

at 2:00 PM

Title and Purpose of ITB:

Edmondson Road Multi-Use Trail Project Re-bid

INVITATION TO BID

The City of Venice invites sealed bids from qualified bidders to provide the following goods or services, which is described in detail in the Specifications.

Bid No.: **3058-17**
Bid Title: **Edmondson Road Multi-Use Trail Project Re-bid**

PROJECT DESCRIPTION: The City of Venice (Owner) is soliciting a construction bid to provide construction services for the Edmondson Multi-Use Trail project. This project is located on the south side of Edmondson Road. The project will entail the construction of a 10-foot wide multi-use trail on the south side of the existing pavement section on Edmondson Road between Pinebrook Road and N. Auburn Road. This trail section will vary in location within the right of way along the corridor. The existing section of 5-foot sidewalk at various locations on the south side will be removed. Existing ADA corners not meeting current standards on the south side will be upgraded within the corridor as well as new trail intersections with existing cross roads will comply with current ADA Standards.

BID OPENING LOCATION:City of Venice, Venice City Hall, Community Hall, room # 114, 401 W. Venice Ave., Venice FL 34285

BID SUBMITTAL DEADLINE & BID OPENING DATE & TIME: April 26, 2017 at 2:00 PM

A **mandatory pre-bid meeting** will be held on **April 4, 2017 at 2:00 p.m.,** room #114, Venice City Hall. Representatives from the City will be present to discuss the overall project and the Invitation to Bid. Interested Firms **must** to attend.

All questions, comments, or concerns about this ITB must be submitted in writing to Mr. Peter Boers, Procurement Department, for the City of Venice, Room 204, 401 West Venice Avenue, Venice, FL 34285 or e-mail at pboers@venicegov.com . Mr. Boers is the only designated representative of the City authorized to respond to comments, questions, and concerns. The City will not respond to comments, questions or concerns addressed to any person other than Mr. Boers. If the City determines that a particular comment, question or concern necessitates a global response to all Proposers, the City will issue a clarifying memorandum or addendum. **The final day that the City will accept questions will be April 14, 2017 by 1:00 p.m.**

Specifications and Bid documents are available by calling Onvia DemandStar at (800) 711-1712 or by their Internet address at http://www.demandstar.com. Proposers may also pick up Bid documents at the City of Venice Purchasing Department, Room 204, 401 West Venice Ave., Venice Florida 34285, **(941) 882-7422** at no charge.

Bids must be submitted in **four sets** and at least one set must bear an original signature, in a sealed envelope marked **"INVITATION TO BID # 3058-17: "Edmondson Road Multi-Use Trail Project Re-bid"** and mailed or delivered to the City of Venice- Purchasing Department, 401 W. Venice Ave. Room # 204, Venice, FL 34285, no later than the deadline specified. The City assumes no responsibility for bids received after the bid submittal time or at any location other than that specified, no matter what the reason. Late bids will be held unopened and will not be considered for award.

Bid Security in the amount of five (5%) percent of the bid is required.

Performance and Payment Bonds are required in the amount of One Hundred (100%) percent of the contract price once a contract is awarded.

No bid will be received after the specified time for acceptance and no bidder may withdraw his bid within a period of one-hundred and eighty (180) days after the actual date of opening thereof.

Bids will be considered only from bidders who have the applicable license, if a license is required by the City of Venice and/or State of Florida, for the type of work specified. A copy of the applicable license must be submitted with bid if a license is required.

The City reserves the right to reject any or all bids in whole or in part, with or without cause, to waive any requirements, irregularities or technical defects therein, when it is deemed to be in the interest of the City.

CITY OF VENICE, FLORIDA

Publish: Saturday, March 18, 2017
Wednesday, March 22, 2017

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INVITATION TO BID

CITY OF VENICE,

FLORIDA ITB# 3058-17

Edmondson Road Multi-Use Trail Project Re-bid

SECTION 1: GENERAL CONDITIONS & INSTRUCTIONS TO OFFERORS

DEFINED TERMS

Terms used in this solicitation are defined and have the meaning assigned to them. The term "Offeror" means one that submits a proposal directly to CITY as distinct from a Sub-Offeror, who submits a Proposal to the Offeror. The term "Successful Offeror" means the qualified, responsible and responsive Offeror to whom the City of Venice (on the basis of CITY'S evaluation as hereinafter provided) makes an award. The term "CITY" refers to the City of Venice, a municipal corporation of the State of Florida. The term "ITB" refers to this Sealed INVITATION TO BID. The term "solicitation" refers to the entire ITB package and the Offeror's submittal as a response to this ITB. The term "submittal" refers to all documentation and information as submitted by the Offeror in response to this solicitation. The term "Department" refers to the State of Florida Department of Transportation.

1. OFFEROR REGISTRATION

Offerors who obtain solicitation documents from sources other than the City or download from http://www.demandstar.com/ must officially register receipt of the solicitation with the City's Procurement- Finance Department in order to be placed on the notification list for any forthcoming addendum or other official communications. Failure to register as a prospective Offeror may cause your submittal to be rejected as non-responsive if you have submitted a response without acknowledgment of issued addenda. The City of Venice is not responsible for the accuracy of bid documents and information obtained from any source other than http://www.demandstar.com/.

2. CONTACT

All prospective Offerors are hereby instructed not to contact any member of the City of Venice City Council, City Manager, or City of Venice staff member other than the contact person indicated in this ITB regarding this solicitation or their submittal at any time prior to the final evaluation and recommended ranking by the City staff for this project. Any such contact shall be cause for rejection of your submittal.

3. ADDENDA AND INQUIRIES

3.1 If there is any doubt as to the true meaning of the specifications and information provided, Offerors may submit written or faxed inquiries regarding this solicitation to the Procurement- Finance Department, 401 West Venice Avenue, Room # 204 Venice, FL 34285, Fax No. (941) 486-2790. The City will respond to written or faxed inquiries received by the posted deadline for questions. Inquiries must reference the date and time of opening, and the solicitation number. Failure to comply with this condition shall result in the Offeror waiving their right to dispute the specifications and information provided in the solicitation document.

3.2 Any change to this solicitation shall be made by addenda duly issued to each registered Offeror. Receipt of such addenda must be so noted on or within your response. It is the Offeror's responsibility to

make contact through the Internet or phone to determine if Addenda have been issued.

3.3 Oral Inquiries: The City will not respond to oral inquiries.

4. PUBLIC OPENING

Submittals shall be received in the Procurement- Finance Department, 401 W. Venice Ave, Venice, FL 34285 by the date and time indicated on these documents. As soon as possible thereafter, the names of the Offerors and their proposed bid amount shall be read off at the specified location.

5. DELAYS

The City, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the City to do so. The City will notify Offerors of all changes in scheduled due dates by written addenda.

6. PROPOSAL SUBMISSION AND WITHDRAWAL

6.1 **Address to send submittal:**

Procurement- Finance Department
City of Venice
401 W. Venice Ave, Room # 204.
Venice, FL 34285

6.2 The outside of the envelope/container must be identified with the solicitation number and title as

stated above. The envelope/container must also include the Offeror's name and return address.

6.3 Submittals may be withdrawn by an appropriate document duly executed (in the manner that a Submittal must be executed) and delivered to the place where Submittals are to be submitted at any time prior to the deadline for submission. A request for withdrawal or a modification must be in writing and signed by a person duly authorized to do so. Evidence of such authority must accompany the request for withdrawal or modification. Withdrawal of a Submittal will not prejudice the rights of an Offeror to submit a new Submittal prior to the opening date and time. After expiration of the period for receiving Submittals, no Submittal may be withdrawn or modified.

6.4 Withdrawal of Submittals after Opening Date: Submittals, once opened, become the property of the City and will not be returned to the Offerors. Submittals not so withdrawn before the opening constitute an irrevocable offer for a period of one-hundred-eighty (180) days to provide the City the services set forth in these specifications until one or more of the proposals have been accepted by City staff. No Offeror may withdraw their proposal during this one-hundred-eighty (180) day period.

6.5 Number of Submittal Copies: Offerors shall submit four (4) complete sets (one original and three copies) of the submittal complete with all supporting documentation (i.e. photographs, drawings, and exhibits) in a sealed envelope/container marked as noted above.

6.6 Proposal Is Not Binding: The Offeror understands that responding to this solicitation does not constitute an agreement or contract with the Offeror. A submittal is not binding until submittal is reviewed and accepted by the appropriate level of authority and both parties execute a contract.

6.7 Responsibility for getting a submittal to the City on or before the specified date and time is solely and strictly that of the Offeror. The City will not be responsible for any delay, for any reason whatsoever. Submittals by telephone, telegram, facsimile machines, and Internet, will not be acceptable. Submittals must be received and stamped on the outside of the envelope with the time and date, in the Purchasing Department by the date and time specified for opening.

6.8 LATE SUBMITTALS – Submittals received after the date and time of the opening will not be considered and will not be opened. It will be the Offeror's responsibility to make arrangements for the return of their submittal at their expense.

7. PRICES, TERMS AND PAYMENT:

Firm prices shall be bid F.O.B. requesting agency and include packing, handling and shipping charges fully prepaid by the vendor.

7.1 BID PRICE/MISTAKES: The bidder shall show in the proposal both the unit price and the total amount on items when indicated. In the event of discrepancy between the unit price and the extension, THE UNIT PRICE SHALL PREVAIL. Prices shall be extended in decimals.

7.2 INVOICING AND PAYMENT: The vendor shall be paid upon submission of proper certified invoices to the ordering agency at the prices stipulated on the contract. Invoices shall contain the purchase order number. THE VENDOR SHALL ACCEPT NO ORDER WITHOUT A PURCHASE ORDER NUMBER FROM THE CONTRACTING ENTITY. The City reserves the right to pay for purchases made under any agreement resulting from a solicitation through its Purchasing Card Program which utilizes VISA credit cards, check or the ACH (Automated Clearing House) process. When payment is received utilizing the City credit card, an original invoice should not be mailed to the Finance Department. Only the credit card receipt is issued for this charge with the original receipt being provided with the delivery to the individual cardholder placing the order. No surcharges will be accepted for the use of purchasing cards.

7.3 TAXES: The purchase of certain items by the Contracting Entity are exempt from the payment of excise, transportation and sales tax imposed by the Federal, State and/or City governments. Such taxes must not be included in proposal prices. Upon request, applicable Federal Excise Exemption certificates will be furnished.

8. CONDITION AND PRICING:

It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current model at the time of this bid). All containers shall be suitable for storage or shipment and all prices shall include standard commercial packaging.

9. SAFETY STANDARDS:

Unless otherwise stipulated in the bid, all manufactured items or fabricated assemblies shall comply with applicable requirements of occupational Safety and Health Act and any standards

10. MANUFACTURER'S NAME AND APPROVED EQUIVALENTS:

Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition unless otherwise indicated. The bidder may offer any brand for which he/she is an authorized representative, which meets or exceeds the bid

specification for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's product name and reference number. Bidder shall submit with his/her proposal, cuts, sketches, and descriptive literature, and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. The bidder shall explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids that do not comply with these requirements, are subject to rejection. Bids lacking any written indication of intent to quote an alternate brand will be received and considered in complete compliance with the specifications as listed on the bid form. The City's Purchasing Office is to be notified of any proposed changes in (a) materials used, (b) manufacturing process, or (c) construction. However, changes shall not be binding upon the City unless evidenced by a Change Notice issued and signed by the Purchasing Director or designated representative.

11. DELIVERY:

All prices shall be F.O.B. Destination, Venice, Florida. Delivery date and warranties must be written out and submitted with bids. Delivery dates, as specified, must be met.

12. ADDITIONAL PURCHASES ("PIGGY-BACK") BY OTHER PUBLIC AGENCIES:

The vendor, by submitting a bid, authorizes other Public Agencies to "Piggy-Back" or purchase equipment or services being proposed in this invitation to bid at prices bid unless otherwise noted on the proposal sheet.

13. SUBMITTAL PREPARATION COST

The City shall not be liable for any expense incurred in connection with preparation of a submittal to this document. Offerors should prepare a straightforward and concise description of the Offeror's ability to meet the requirements of this document.

14. ACCURACY OF SUBMITTAL INFORMATION

Any Offeror, who states in their submittal any information that is determined to be substantially inaccurate, misleading, exaggerated, or incorrect, shall be disqualified from consideration.

15. LICENSES

Licensed and Certified: Offeror's, both corporate and individual, must be fully licensed and certified for the type of work to be performed in the state of Florida at the time of submittal and during the entire Contract time.

~~**16. LOCAL PREFERENCE**~~

~~16.1 Unless otherwise noted in the solicitation, preference shall be given to a "local business" in the awarding of any Invitation to Bid (ITB), Request for Proposal (RFP) or Request for Qualifications (RFQ) in accordance with Section 2-217 of the City of Venice's Code. Local preference shall not apply to other types of solicitations unless explicitly stated in the subject solicitation.~~

~~16.2 "Local business" means the vendor has paid a local business tax to either Sarasota, Manatee, DeSoto or Charlotte County, whichever county the vendor is located, if applicable prior to bid submission that authorizes the vendor to provide the commodities or services to be purchased, and maintains a permanent physical business address located within the limits of either Sarasota, Manatee, DeSoto or Charlotte County from which the vendor operates or performs business, and at which at least one full time employee is located.~~

~~16.3 In addition, fifty percent (50%) or more of the employees based at the local business location must reside within Sarasota, Manatee, DeSoto or Charlotte County.~~

~~16.4 In the event the local office is not the primary location of the vendor, at least ten percent (10%) of the vendor's entire full-time employees must be based at the local office location. Alternatively, this requirement may be satisfied if at least one corporate officer, managing partner or principal owner of the vendor resides in Sarasota, Manatee, DeSoto or Charlotte County.~~

~~16.5 Offerors wishing to be given preference as a local business must submit **with their offer**, all of the Local Preference documentation identified in the "Required Forms Section" of the solicitation.~~

~~16.6 For local preference to be granted, the name of the company represented on the required forms must be the same as the name on the Local Preference documentation.~~

~~16.7 Information regarding Sarasota County's Local Business Tax can be found at www.sarasotataxcollector.governmax.com.~~

~~16.8 In case of a proposal submitted by more than one entity, any one of those entities can qualify the proposal for the local preference. Sub-contractors or sub-consultants cannot qualify a proposal for local preference.~~

17. POSTING OF NOTICE OF INTENT

A notice of intent for award will be posted for review by interested parties in City Hall and on the City's website prior to submission through the appropriate approval process to the appropriate level for final approval of award.

18. PUBLIC RECORD/TABULATION

Submittals are not public records, subject to the provisions of Florida State Statutes, Chapters 119 and 120, until such time as notice of a decision or intended decision is provided, or within ten (10) days after the solicitation opening, whichever is earlier. A copy of the tabulation results will be forwarded upon receipt of a stamped, self-addressed envelope. An electronic tabulation will be posted on Demand Star at their Internet Website at http://www.demandstar.com/.

19. RESERVED RIGHTS

19.1 The City reserves the right to waive formalities in any submittal, and to reject any or all submittals in whole or in part, with or without cause and/or to accept the submittal that in the City's judgment will be in the best interest of the City. The City specifically reserves the right to reject any conditional submittal.

19.2 To the extent permitted by applicable state and federal laws and regulations, City reserves the right to reject any and all submittals, to waive any and all informalities not involving price, time or changes in the work with the Successful Offeror, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional submittals. Submittals will be considered irregular and may be rejected, if they show serious omissions, alterations in form, additions not called for, conditions or unauthorized alterations, or irregularities of any kind.

19.3 City reserves the right to reject the submittal of any Offeror if the City believes that it would not be in the best interest of the City to make an award to that Offeror, whether because the submittal is not responsive or the Offeror is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by City.

19.4 The City reserves the right to terminate the contract with any vendor who fails to meet a deadline or shows incompetency.

20. INDEMNIFICATION/HOLD HARMLESS

The Offeror shall defend, indemnify and hold the City, the City's representatives or agents, and the officers, directors, agents, employees, and assigns of each harmless for and against any and all claims, demands, suits, judgments, damages to persons or property, injuries, losses or expenses of any nature whatsoever arising directly or indirectly from or out of any negligent act or omission of the Offeror, its sub-consultants and their officers, directors, agents or employees; any failure of the elected firm to perform its services hereunder in accordance with generally accepted professional standards; any material breach of the elected firm representations as set forth in the proposal or any other failure of the elected firm's to comply with the obligations on its part to be performed under this contract.

21. PUBLIC ENTITY CRIMES/NON-COLLUSIVE AFFIDAVIT

21.1 Each Offeror shall complete the Non-Collusive Affidavit and the Public Entity Crimes Form and shall submit the forms with the submittal. CITY considers the failure of the Offeror to submit these documents to be a major irregularity and may be cause for rejection of their submittal.

21.2 A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a response on a contract to provide any goods or services to a public entity, may not submit a response on a contract with a public entity for the construction or repair of a public building or public work, may not submit responses on leases of real property to a public entity, may not be awarded or perform work as a Offeror, supplier, Sub-Offeror, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

21.3 Termination for Cause: Any Agreement with the City obtained in violation of this Section shall be subject to termination for cause. A Sub-Offeror who obtains a subcontract in violation of this Section shall be removed from the Project and promptly replaced by a Sub-Offeror acceptable to the City.

22. GRATUITIES AND KICKBACKS

22.1 Gratuities: It is unethical for any person to offer, give, or agree to give any employee or for any employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, audit, or in any other advisory capacity in any proceeding or application, request for ruling, determination claim or controversy, or other particular matter, pertaining to any program requirement or an Agreement or subcontract, or to any solicitation or proposal therefore.

22.2 Kickbacks: It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a Sub-Offeror under a Contract to Offeror or higher tier Sub-Offeror any person associated therewith, as an inducement of the award of a subcontract or order.

22.3 Contract Clause: The prohibition against gratuities and kickbacks prescribed in this section shall be conspicuously set forth in every Contract and subcontract and solicitation therefore.

23. EQUAL EMPLOYMENT OPPORTUNITY

Offeror shall be in compliance with Executive Order 11426 Equal Opportunity as amended by Executive Order 11375, and as supplemented by the Department of Labor Regulations as applicable.

24. CONFLICT OF INTEREST

No employee of an agency acting in his or her official capacity as a purchasing agent, or public officer acting in his or her official capacity, shall either directly or indirectly purchase, rent, or lease any realty, goods, or services for his or her own agency from any business entity of which the officer or employee or the officer's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer or employee or the officer's or employee's spouse or child, or any combination of them, has a material interest. Nor shall a public officer or employee, acting in a private capacity, rent, lease, or sell any realty, goods, or services to the officer's or employee's own agency, if he or she is a state officer or employee, or to any political subdivision or any agency thereof, if he or she is serving as an officer or employee of that political subdivision. The foregoing shall not apply to district offices maintained by legislators when such offices are located in the legislator's place of business or when such offices are on property wholly or partially owned by the legislator. This subsection shall not affect or be construed to prohibit contracts entered into prior to:

October 1, 1975.
Qualification for elective office.
Appointment to public office.
Beginning public employment

25. DRUG FREE WORKPLACE:

The City of Venice has adopted a policy in observation of the Drug Free Work Place Act of 1988. Therefore, it is unlawful to manufacture, distribute, disperse, possess, or use any controlled substance in the City of Venice workplace.

The City of Venice requests the attached Drug Free Workplace Affidavit to accompany your response. This form has been adopted by the City in accordance with the Drug Free Workplace Act. The City will not disqualify any respondent who does not concur with the affidavit. The Drug Free Workplace Affidavit is primarily used as tiebreaker when two or more separate entities have submitted proposals at the same price, terms and conditions.

26. APPLICABLE LAWS

Interested parties are advised that all City contracts and/or documentation pertinent to this solicitation are subject in full or in part to all legal requirements provided in applicable City Ordinances, State Statutes, and Federal Regulations. Uniform Commercial Code, Chapter 672, Florida State Statutes shall prevail, as the basis for contractual obligations between the Offeror and the City for any terms and conditions not specifically stated within the context of this contract.

27. COMPETENT PERSONNEL

All interested firms are to warrant that services shall be performed by skilled and competent personnel to the highest professional standards in this scope of work.

28. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

28.1 Before delivering a submittal, each Offeror must (a) consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, or performance of the work, (b) study and carefully correlate the Offeror's observations with the solicitation documents; and notify the Purchasing Manager of all conflicts, errors and discrepancies, if any, in the solicitation documents.

28.2 The Offeror, by and through delivering a submittal, agrees that they shall be held responsible for having familiarized themselves with the nature and extent of any local conditions that may affect the services.

29. SPECIFICATIONS

29.1 The apparent silence of the specification as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of the Specifications shall be made on the basis of this statement.

29.2 For the purpose of evaluation, the Offeror must indicate any variance or exceptions to the stated Specifications, no matter how slight. Deviations should be explained in detail. Absence of variations and/or corrections will be interpreted to mean that the Offeror meets all the Specifications in every respect.

30. CANCELLATION CLAUSE

Failure to comply with any of the terms, conditions, specifications and/or service requirements will be just cause for termination of this contract by a thirty (30) day written notice of intent forwarded to the successful Offeror.

31. ACCEPTING CONTENT OF PROPOSAL

By delivering a submittal in response to this solicitation document, the Offeror certifies that they have fully read and understand the context of the solicitation document and have full knowledge of the scope, nature, and detailed requirements of services and/or commodities to be provided and performed. Submittals shall be returned in the sequential manner as requested in the “Submittal Format and Requirements” section of this solicitation.

32. TAXES

The negotiated cost shall include all freight, handling, delivery, surcharges or other incidental charges that may be required to provide the services or deliver the commodities. The City of Venice is exempt from the payment of Federal and State taxes, including sales tax. Your cost proposal

shall not include sales tax to be collected from the City. The City's sales tax exemption is not available to you for items you purchase, regardless of whether these items will be transferred to the City.

33. ASSIGNMENT

33.1 Successful Offeror shall not assign, transfer or subject the Contract or its rights, title or interests or obligations therein without CITY'S prior written approval.

33.2 Violation of the terms of this paragraph shall constitute a breach of the Contract by Successful Offeror and CITY may, at its discretion, cancel the Contract and all rights, title and interest of Successful Offeror shall thereupon cease and terminate.

34. SOLICITATION FORMS

34.1 If the Proposer cannot meet a service or equipment requirement, then the phrase "not available" should be entered on the Proposal Form for that service requirement. In the case of a "not available" remark, the Offeror may offer an alternative service. Alternate submittals may be submitted for consideration. It will be at the City's sole discretion to accept or reject any and all alternate submittals received.

34.2 This solicitation presents the City's minimum requirements under present methods of operation. Responses to this request should address these requirements, but Offerors are encouraged to suggest any additional services or commodities, which in their opinion, would be in the best interest of the City.

34.3 Submittals may be delivered, which deviate from the requirements herein, providing that they are clearly identified as alternate submittals and providing further that it can be demonstrated that stated requirements are substantially improved or are not compromised or prejudiced by such deviations; and, that it would be clearly in the interest of the City that an alternative proposal be considered. Such alternative proposals will be provisionally accepted for consideration, subject to the reserved right of the City to make the determination whether the above stated conditions for alternate proposals have been satisfied and subject further to the reserved right of the City to accept or reject these proposals upon the basis of the determination.

35. DISCLOSURE – PUBLIC OFFICER, PUBLIC EMPLOYEE OR ADVISORY BOARD MEMBER OF CITY

35.1 Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit any public officer, employee, or advisory board member of the City from holding any employment or contractual relationship with any business entity doing business with the City.

Section 112.313(12) provides that a public officer, employee, or advisory board member will not be in violation of the prohibition if all three of the following conditions are met. The filing of the disclosure form with the Supervisor of Elections is the sole responsibility of the Proposer and must be filed prior to or at the time of submission of the proposal. A copy of the filed disclosure form shall be submitted as part of the proposal.

35.2 Bid is awarded under a sealed, competitive Proposal to lowest or best Proposer system. Advisory board member is required to, prior to or at the time of the submission of the proposal, file a statement with the Supervisor of Elections, disclosing his interest and the nature of the intended business. The form is entitled "Form 3A Interest in Competitive Proposal for Public Business," a copy of which is available from the City's Purchasing department.

35.3 The public officer, employee, or advisory board member, spouse, or child is required to have in no way used or attempted to use his influence to persuade a member of the City or any of its personnel to enter into such a contract other than by the mere submission of the proposal.

35.4 The public officer, employee, or advisory board member, spouse, or child is required to have in no way participated in the determination of the Bid specifications or the determination of the lowest or best Proposer.

36. BID PROTESTS

In any case where a bidder wishes to protest either the results of or the intended disposition of any bid, the bidder must:

36.1 File a written notice to the City Manager of the bidder's intention to protest within one (1) business day of the bid opening or the City's declaration of intent with regard to the disposition. Upon receipt of a protest, the bid process shall be suspended until the protest procedure herein described has been completed.

36.2 Within five (5) days of filing the written notice of intent to protest, the protester shall file a formal written protest with the City Manager, acting as the bid protest officer, explaining in detail the nature of

the protest and the grounds on which it is based. During this five-day period, the protester is encouraged to attempt to resolve the issue with the City's Finance Department.

36.3 The protester must include with the formal written protest a bid protest bond in the form of a certified check, cashier's check or money order made payable to the city in an amount equal to five percent (5%) of the lowest acceptable bid. The bond will be deposited with the Cashier's Office where it will be put into an account and the protester will receive a receipt.

36.4 Upon timely receipt of the formal written protest and protest bond, the City must:

(1) Issue formal findings of fact and a written decision with regard to the validity or non-validity of the formal written protest within ten (10) business days of the City's receipt of the protest.

(2) Within two (2) business days of receipt of the formal findings of fact and written decision, the City shall notify the protester of the decision of the bid protest officer. Such notification shall be transmitted via certified return receipt mail.

36.5 Should the protest be found to be without merit or validity, the bid protest bond shall be forfeited to the City in its entirety, and the bid process may resume. If a decision favorable in whole or in part to the protest is rendered, a check for the full amount of the bond will be returned to the protester

~~37. SCRUTINIZED COMPANIES~~

~~Pursuant to Section 287.135, F.S., a company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S., is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of $1 million or more. Any contract with an agency or local governmental entity for goods or services of $1 million or more entered into or renewed on or after July 1, 2011, must contain a provision that allows for the termination of such contract at the option of the awarding body if the company is found to have submitted a false certification as provided under Subsection 287.135(5), F.S., or has been placed on either of the aforementioned lists. The City agrees to comply with the requirements of Section 287.135, F.S. in connection with the implementation of this Project.~~

38. RECORDS RETENTION

Pursuant to applicable Florida law, Contractor's records associated with this Contract may be subject to Florida's public record laws, Florida Statutes 119.01, et seq, as amended from time to time. Contractor shall comply with all public records obligations set forth in such laws, including those obligations to keep, maintain, provide access to, and maintain any applicable exemptions to public records, and transfer all such public records to the City at the conclusion of this Contract, as provided for in Section 119.0701, Florida Statutes. Such records shall be retained for a minimum of five (5) years after completion of the project

39. PROMPT PAYMENT

The City shall pay the Contractor through payment issued by the Finance Department in accordance with the Florida Local Government Prompt Payment Act, Chapter 218, Florida Statutes, upon receipt of the Contractor's invoice and written approval by the City Engineer indicating that the services have been rendered in accordance with the plans, specifications and contract documents.

SPECIAL CONDITIONS

(NOTE: HYDRANT MARKERS/THERMOPLASTIC STRIPING - IF TO BE A PART OF PAVING CONTRACT, REMEMBER TO INCLUDE ITEM IN BID SCHEDULE)

1. NOTIFICATIONS OF UTILITIES AND AGENCIES

It shall be the Contractor's responsibility to notify in writing, all utilities or other interested parties prior to the beginning of construction, including but not limited to, the following:

(1) City of Venice Police Department
(2) City of Venice Fire Department
(3) City of Venice Utilities Department
(4) City of Venice Public Works Department
(5) Verizon Telephone Company
(6) Florida Power & Light Company
(7) Comcast Cable T.V.
(8) South County Ambulance
(9) TECO Peoples Gas

CONTRACTOR IS TO SUPPLY THE VENICE POLICE DEPARTMENT AND VENICE FIRE DEPARTMENT WITH AN AFTER-HOURS EMERGENCY CONTACT NAME AND TELEPHONE NUMBER.

2. CONSTRUCTION PHOTOS

The Contractor shall provide a video record of existing conditions before construction, to the City of Venice Engineering Department. The video shall be made with the participation of a representative of the Engineering Department. The video may be used to determine liability in the event of damage claims by residents. Damages shall be presumed to be the result of the Contractor's work, in the absence of a video record demonstrating otherwise.

3. CONSTRUCTION - PLANS & SPECIFICATIONS

Unless specifically indicated otherwise in the plans and specifications, all construction methods and materials shall be in accordance with the latest edition of FLORIDA DEPARTMENT OF TRANSPORTATION SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION together with the latest edition of FDOT SUPPLEMENTAL SPECIFICATIONS.

4. PERMITTED WORKING HOURS

Under normal circumstances, work under this contract shall be permitted only on weekdays, Monday through Friday, from 8:00 a.m. to 4:00 p.m. Except in the event of an emergency involving the safety of the public or the protection of property, no work shall be permitted on weekends or recognized holidays. Emergency work must be reported to the Engineer in writing, at the next normal work period. Holidays recognized by the City of Venice and applicable to the terms of this contract are as follows:

New Year's Day	January 1
Martin Luther King, Jr. Day	3rd Monday in January
President's Day	3rd Monday in February
National Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veterans Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving Day	4th Friday in November
Christmas Eve Day	December 24
Christmas Day	December 25

5. CONSTRUCTION SIGNAGE - TRAFFIC CONTROL

In accordance with the latest edition of "FLORIDA DEPARTMENT OF TRANSPORTATION SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" and "FDOT SUPPLEMENTAL SPECIFICATIONS" (Sec. 102-3.1 through Sec. 102-3.2.7)

6. WATER FOR CONSTRUCTION

The City will provide water to the Contractor at cost, as needed for CONSTRUCTION PURPOSES ONLY. The Contractor must notify the Engineering Department, in advance, of his need for a hydrant meter and desired location for same.

7. RECYCLED BITUMINOUS SURFACE TREATMENT

Recycled bituminous material may be used, providing it will meet FDOT specifications for the type of asphaltic concrete specified in this contract.

8. QUALITY CONTROL

DESIGN MIXES ARE REQUIRED for soil cement, asphalt, and concrete, before the material is placed or tested. **Mix Design shall be certified by the supplier to meet or exceed the applicable City of Venice or FDOT specifications; no tolerances are allowed in thicknesses or strength requirements**.

The sampling, testing and inspection of all construction materials shall be done at the expense and control of the City of Venice. THE CONTRACTOR SHALL BE BILLED BY THE CITY OF VENICE FOR RE-TESTS OF UNSATISFACTORY TESTS. Methods of sampling and testing materials shall be in accordance with the latest edition and supplement of FDOT SPECIFICATIONS. Otherwise, they shall be in accordance with standards of AASHTO, ASTM, or other criteria as specifically designated.

All concrete shall be a minimum of 3,000 PSI at 28 days with fiber reinforcement and in accordance with City Standard Details.

All charts and records documenting the quality control shall be the property of the City. Trench backfill compaction testing for utility and drainage systems, under roads or future roads, shall be done as per FDOT specifications 125-8.3 for all stages of backfill, at intervals as determined by the City Engineer.

All quality control will be done by an independent testing laboratory contracted by the City. Reports by this testing laboratory will be submitted directly to the Engineer as soon as practical. All work done by the Contractor which may be affected by the test results must be approved by the Engineer prior to proceeding.

9. CORRECTING DEFICIENT ASPHALT THICKNESS

There will be no allowable thickness deficiencies in asphalt pavement to be paid for on a square yard basis. The minimum thickness permitted will be as noted on the plans and/or the Bid Schedule. This item does not correspond to the thickness tolerances as outlined in FDOT Specifications.

The thickness shall be determined from the length of core borings. The Contractor shall correct thickness or surface deficiencies, either by replacing the full thickness for a length extending at least fifty (50) feet from each end of the deficient area or (when permitted by the Engineer) by overlaying. The Contractor will receive no compensation for any pavement removed nor overlaying of pavement when correcting deficiencies.

10. PRESERVATION OF PROPERTY

In accordance with the latest edition and supplement of the FLORIDA DEPARTMENT OF TRANSPORTATION SPECIFICATIONS (Sec. 7-11.1).

11. CONCRETE OR PAVEMENT REMOVAL AND REPLACEMENT

Sidewalk, curb and gutter or other concrete work which has been damaged or destroyed during construction shall be replaced in entire sections or to a construction joint, as designated by the Engineer. Where there is no payment item for concrete, asphalt, base, or pavement removal, the cost of this work is incidental to the contract and not a pay item.

12. SOD REPLACEMENT

Prior to the final payment, all disturbed areas not otherwise designated shall be sodded with grass of a suitable quality to produce a lawn similar to that already in the area. The care of the sod until it has been stabilized and growing, will be the responsibility of the Contractor. No additional payment will be made for sod required outside the designated construction limits.

13. DISPOSAL OF EXCESS MATERIALS

In accordance with FLORIDA DEPARTMENT OF TRANSPORTATION SPECIFICATIONS (Sec. 110).

14. SITE CLEANUP

The maintenance of a presentable construction site is an essential element of this contract. General cleanup must proceed in step with construction. Therefore, an additional ten (10%) percent will be withheld for all areas where cleanup has not closely followed construction.

15. BUILDING CODES

Unless specifically indicated otherwise in the plans and specifications, all work shall be in conformance with the latest edition of the Southern Building Code Congress and other governing State and Local Codes.

16. WAGE AND EQUIPMENT RATES:

The Contractor must include a listing of his labor wage rates and equipment rental rates in this contract with the Bid Schedule.

17. CONTRACTOR'S CONTROL OF PROJECT

No less than thirty percent (30%) of the work under this contract shall be performed with personnel under the direct control of the individual, partnership, or corporation signing the contract. Equipment shall also be under the Contractor's direct control and proof of such control must be supplied, if requested by the Engineer.

The intent of this item is to assure that the prime Contractor is truly the prime Contractor and is not acting to assemble subcontractors to accomplish the work of the project.

18. PAVEMENT JOINTS

All pavement joints with existing asphalt pavement shall be butt joints against saw-cut asphalt or concrete.

19. BASE MATERIALS

Subgrade and base material shall meet the specification of the City Standard Details. No shell base is allowed. Approval of subgrade and base material must be obtained from the City Engineer prior to placement of materials. Any material placed prior to approval or material that does not meet the City Standard Details and FDOT requirements shall be removed and replaced by the Contractor at the Contractor's expense.

20. MANHOLE ADJUSTMENTS

Any pavement adjustment rings shall be a one-piece cast or ductile iron casting. No adjusting or leveling devices will be permitted.

21. PRIME OR TACK COAT

The base or surface shall be primed or tacked as per FDOT specifications. This shall be incidental to the contract and not a pay item.

22. HYDRANT MARKERS/ THERMOPLASTIC STRIPING

Contractor will replace all blue reflective hydrant markers. Contractor will install thermoplastic striping for roads including center lines, stop bars and pedestrian crossings, and where directed by owner, bike lanes and symbols; in accordance with the Manual on Uniform Traffic Control Devices published by the National Committee on Uniform Traffic Control Devices.

23. CONCRETE CURB REPLACEMENT

Concrete curb and gutter or Miami curb is intended to be removed and replaced as designated by the Engineer, to replace broken, sunken, or raised portions. Therefore, this work will be piecemeal with MINIMUM CONTINUOUS LENGTHS OF TEN (10) FEET and running between existing joints, or to a new saw cut joint where directed.

24. WIDENING

Where streets are to be widened, the asphalt base material is to be three (3) inches wider than the proposed surface width on each side. Any excavation or fill adjacent to base course is incidental to the contract and not a pay item.

25. NUMBER OF CREWS - INSPECTION REQUIREMENTS

The use of more than one paving crew must be approved by the City Engineer to insure the availability of the City Inspector. This approval will be required beforehand for any time period when the Contractor desires to perform more than one paving operation at the same time.

26. SUPERINTENDENT - ROAD WORK

The prime contractor will keep a superintendent on the project 100% of the time. This person will be on the full-time payroll of the prime contractor and will not be a subcontractor who has been assigned that duty. The superintendent will be available at all times to the Engineer or his designated representative on the project.

27. RESTORATION - ROAD WORK

The Contractor, by signing this contract, agrees that he will begin restoration no later than seven (7) calendar days after beginning work in an area. The Contractor will schedule his work to conform to this requirement or the City may stop work in any area (at no cost to the City) until restoration has been brought to schedule.

The Contractor is to use only certified subcontractors for restoration, including but not limited to, final grading, laying of sod, installing bushes or trees, or other landscape items. Contractor will provide name of Subcontractor assigned to restoration with his Bid.

28. RESPONSIBILITY

It shall be the Contractor's responsibility to move or replace landscaping, planters, irrigation systems, mailboxes, etc. This is incidental to the contract and not a pay item. Replacements and relocations shall be coordinated with the property owner and the City Engineer.

29. CITY SUPPLIED MATERIALS

There are no City supplied materials included.

30. DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL

This project has an overall goal of 9.91% for DBE firms utilization consistent with the overall goal for the FDOT DBE program for FHWA assisted contracts.

31. EQUIPMENT RENTAL RATES

All equipment rental rates must be consistent with 48 CFR 31 regulations.

32. PURCHASED EQUIPMENT

Contractor purchased equipment for State or Local ownership is not allowed.

33. TITLE VI ASSURANCE – DOT 1050.2

All legal requirements and responsibility to the public included in Title VI Assurance – DOT 1050.2, Appendices A and E must be adhered to by the contractor and all subcontractors.

34. FOREIGN CONTRACTOR AND SUPPLIER RESTRICTION

The project does not limit to domestic-owned contractors only and does not include the Florida orders on business with Syria, Cuba, Iran or Sudan.

35. INCENTIVE/DISINCENTIVE CLAUSES

Incentive and Disincentive clauses do not apply contract.

36. INDIAN PREFERENCE ON FEDERAL-AID PROJECT

Indian preference provisions do not apply.

37. LOCAL/STATE HIRING PREFERENCE

Local or state hiring preferences are prohibited.

38. ON THE JOB TRAINING

On the Job Training is not required based on the contract limit.

39. OWNER FORCE ACCOUNT/COST-EFFECTIVE JUSTIFICATION

Owner Force Account contracting is not allowed.

40. PATENTED/PROPRIETARY MATERIALS

Proprietary Products may not be used unless approved in accordance with FDOT Procedure No. 630-020-005. No Proprietary Products should be included in the proposal unless these approval processes have been completed.

41. FDOT PREQUALIFICATION

Prequalification of contractors is not required for this project due to contract amount and location of project off the SHS/NHS system.

42. PUBLIC AGENCIES IN COMPETITION WITH PRIVATE SECTOR

Public Agencies in competition with the private sector is prohibited.

43. PUBLICLY-OWNED EQUIPMENT

Publicly owned equipment is not allowed.

44. SALVAGE CREDITS

Salvage credits are not allowed.

45. STATE PRODUCED MATERIALS

State produced materials are not allowed.

46. STATE/LOCAL OWNED/FURNISHED/DESIGNATED MATERIALS

State or local owned, furnished or designated materials are not allowed. Local Agency tax savings program is also not allowed.

END OF SECTION

SECTION 2: INSURANCE INFORMATION

Before performing any work, the Contractor shall procure and maintain, during the life of the Contract, insurance listed below. The policies of insurance shall be primary and written on forms acceptable to the City and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best and Company rating of no less than A:VII. No changes are to be made to these specifications without prior written specific approval by the City.

1. The City of Venice is to be specifically included as an ***ADDITIONAL INSURED*** (with regards to General Liability and Business Auto).

2. The City of Venice shall be named as Certificate Holder. ***Please Note that the Certificate Holder should read as follows:***

The City of Venice
401 W. Venice Avenue
Venice, FL 34285

No City Division, Department, or individual name should appear on the certificate. ***NO OTHER FORMAT WILL BE ACCEPTABLE.***

3. The "Acord" certification of insurance form should be used.

4. Required Coverage

a) **Commercial General Liability:** including but not limited to bodily injury, property damage, contractual liability, products and completed operations, and personal injury with limits of not less than $1,000,000 per occurrence, $1,000,000 aggregate covering all work performed under this Contract. Include broad form property damage (provide insurance for damage to property under the care custody and control of the contractor)

b) **Business Auto Policy:** including bodily injury and property damage for all vehicles owned, leased, hired and non-owned vehicles with limits of not less than $1,000,000 combined single limit covering all work performed under this Contract.

c) **Workers Compensation:** Contractor will provide Workers Compensation Insurance on behalf of all employees, including sub-contractors, who are to provide a service under this Contract, as required under Florida Law, Chapter 440, and Employers Liability with limits of not less than $100,000 per employee per accident; $500,000 disease aggregate; and $100,000 per employee per disease.

5. Policy Form:

a) All policies required by this Contract, with the exception of Workers Compensation, or unless specific approval is given by the City, are to be written on an occurrence basis, shall name the City of Venice, its Elected Officials, Officers, Agents, Employees as additional insured as their interest may appear under this Contract. Insurer(s), with the exception of Workers Compensation, shall agree to waive all

rights of subrogation against the City of Venice, its Elected Officials, Officers, Agents, and Employees.

b) Insurance requirements itemized in this Contract, and required of the Contractor, shall be provided on behalf of all subcontractors to cover their operations performed under this Contract. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.

c) Each insurance policy required by this Contract shall:

(1) apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability;

(2) be endorsed to state that coverage shall not be suspended, voided or canceled by either party except after thirty (30) calendar days prior written notice by certified mail, return receipt requested, has been given to the City of Venice's Director of Administrative Services.

d) The City shall retain the right to review, at any time, coverage form, and amount of insurance.

e) The procuring of required policies of insurance shall not be construed to limit Contractor's liability nor to fulfill the indemnification provisions and requirements of this Contract.

f) The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and shall be solely responsible for the payment of any deductible and/or retention to which such policies are subject, whether or not the City is an insured under the policy. In the event that claims in excess of the insured amounts provided herein are filed by reason of operations under the contract, the amount excess of such claims, or any portion thereof, may be withheld from any payment due or to become due to the contractor until such time the contractor shall furnish additional security covering such claims as may be determined by the City.

g) Claims Made Policies will be accepted for professional and hazardous materials and such other risks as are authorized by the City. All Claims Made Policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two years. If provided as an option, the Contractor agrees to purchase the extended reporting period on cancellation or termination unless a new policy is affected with a retroactive date, including at least the last policy year.

h) Certificates of Insurance evidencing Claims Made or Occurrence form coverage and conditions to this Contract, as well as the City's Bid Number and description of work, are to be furnished to the City's Director of Administrative Services, 401 West Venice Avenue, Venice, FL 34285, ten (10) business days prior to commencement of work and a minimum of thirty (30) calendar days prior to expiration of the insurance policy.

i) Notices of Accidents and Notices of Claims associated with work being performed under this Contract, shall be provided to the Contractor's insurance company and the City's Director of Administrative Services, as soon as practicable after notice to the insured.

j) All property losses shall be payable to, and adjusted with, the City.

END OF SECTION

SECTION 3: SCOPE OF SERVICE

The City of Venice (Owner) is soliciting a construction bid to provide construction services for the Edmondson Multi-Use Trail project. This project is located on the south side of Edmondson Road. The project will entail the construction of a 10-foot wide multi-use trail on the south side of the existing pavement section on Edmondson Road between Pinebrook Road and N. Auburn Road. This trail section will vary in location within the right of way along the corridor. The existing section of 5-foot sidewalk at various locations on the south side will be removed. Existing ADA corners not meeting current standards on the south side will be upgraded within the corridor as well as new trail intersections with existing cross roads will comply with current ADA Standards.

The project will include complete maintenance of traffic through the work zone as well as pedestrian/golf cart maintenance of traffic through the work zone. Tree protection will be necessary at various locations where the trail will be adjacent to existing trees and vegetation that is to remain. Existing irrigation is within the construction limits and will need to be maintained during construction. Any damage to the irrigation systems will be replaced to pre-construction condition prior to the job completion. All restoration of sodding, grassing and vegetation will be required of the contractor.

The list above is not, and does not purport to be, a complete listing and is provided only as a general summary of work included. The work is further described within these Specifications or as shown on the Drawings. The Contractor is responsible for providing a complete and fully operational system with all of its associated components, whether or not specified herein or shown on the Drawings.

SECTION 4: BID INFORMATION

BID INFORMATION:

Bids are mailed or delivered to the following address:
Procurement- Finance Department
Room # 204
401 W. Venice Avenue
Venice, FL 34285

BID OPENING:

There will be a public bid opening at the date and time stated in the Invitation to Bid.

QUESTIONS AND ANSWERS:

Any and all questions must be submitted in writing and addressed to:

Peter Boers
Procurement- Finance Department
City of Venice
401 W. Venice Avenue
Venice, FL 34285
Tel: 941-882-7422
Fax: 941-486-2790
E-mail:pboers@venicegov.com

All questions submitted will be answered in writing and an Addendum will be sent to all prospective bidders.

THE DEADLINE FOR QUESTIONS CONCERNING THIS ITB IS:

April 14, 2017 at 1:00 PM

END OF SECTION

APPENDIX

REQUIRED FORMS LIST

Each respondent shall return the required information forms as attached:

- Proposal Bond
- Qualifications Statement
- Co-operative Procurement with Other Jurisdictions
- Form 3A- Interest in Competitive Bid for Public Business
- Indemnification/Hold Harmless
- City of Venice, FDEP & U.S. EPA Construction Notices of Intent (NOI)
- City of Venice Ordinance 95-12
- City of Venice Ordinance 96-09
- Statement of References for Contractor
- Contractor's Statement of Sub-contractors to be Used for This Work
- Drug Free Workplace Program Certification
- Non-Collusion Declaration and Compliance with 49 CFR § 29
- Public Entity Crime Information
- Certification for Disclosure of Lobbying Activities on Federal-Aid Contracts
- Disclosure of Lobbying Activities
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- Certification for Compliance with Equal Employment Opportunity (EEO) Provisions
- Conflict of Interest/Confidentiality Certification
- MBE Planned Utilization
- LAP Certification of Current Capacity Form 525-010-46
- E-Verify
- No Bid Response (if applicable)
- Bid Schedule
- Bid Submittal Form

All required forms are included in this package. All forms must be filled out and returned with the firm's proposal.

Failure to do so will result in the firm being considered non-responsive and their proposal will be disallowed.

PROPOSAL BOND

Not to be completed if a certified check is submitted.

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned,

_____ as Principal,

and _____ as Surety

are held and firmly bound unto the City of Venice, Florida, in the sum of

_____ $_____, for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of the above obligation is such that if the attached Proposal of Principal and Surety for work specified as:

_____

all as stipulated in said Proposal, by doing all work incidental thereto, in accordance with the plans and specifications provided heretofore, all within Sarasota County, is accepted and the bidder shall within ten (10) days after notice of said award, enter into a contract, in writing, and furnish the required Performance Bond with surety or sureties to be approved by the Director of Purchasing, this obligation shall be void; otherwise the same shall be in full force and virtue by law and the full amount of this Proposal Bond will be paid to the City as stipulated or liquidated damages.

Signed this _____ day of _____, 2017.

_____	_____
Principal	Surety

Principal must indicate whether corporation, partnership, company, or individual.

The person signing shall, in his own handwriting, sign the Principal's name, his own name, and his title. The person signing for a corporation must, by affidavit, show his authority to bind the corporation.

THIS PAGE MUST BE COMPLETED & SUBMITTED WITH OFFER

QUALIFICATIONS STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and all answers to questions made hereinafter:

SUBMITTED TO: CITY OF VENICE
Procurement- Finance Department
401 W. Venice Avenue
Venice, Florida 34285

CHECK ONE:
- ☐ Corporation
- ☐ Partnership
- ☐ Individual
- ☐ Joint Venture
- ☐ Other

SUBMITTED BY:

NAME: _____
ADDRESS: _____
PRINCIPLE OFFICE: _____

State the true, exact, correct and complete legal name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Offeror is: _____

The address of the principal place of business is: _____

If the Offeror is a corporation, answer the following:

a. Date of Incorporation: _____

b. State of Incorporation: _____

c. President's Name: _____

d. Vice President's Name: _____

e. Secretary's Name: _____

f. Treasurer's Name: _____

g. Name and address of Resident Agent: _____

If Offeror is an individual or partnership, answer the following:

a. Date of Organization: _____

b. Name, address and ownership units of all partners:

_____

_____

_____

c. State whether general or limited partnership: _____

If Offeror is other than an individual, corporation partnership, describe the organization and give the name and address of principals:

_____

_____

_____

THIS PAGE MUST BE COMPLETED & SUBMITTED WITH OFFER

_____

_____

If Offeror is operating under fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

How many years has your organization been in business under its present business name?

_____

a. Under what other former names has your organization operated?

_____

_____

_____

_____

ACKNOWLEDGEMENT

State of _____

County of _____ } SS.

On this the _____ day of _____, 2017, before me, the undersigned Notary Public of the State of _____, personally appeared _____ and (Name(s) of individual(s) who appeared before notary) whose name(s) is/are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

_____
NOTARY PUBLIC, STATE OF _____

NOTARY PUBLIC
SEAL OF OFFICE:

_____
(Name of Notary Public: Print, stamp, or type as commissioned)

☐Personally known to me, or ☐Produced Identification: _____ ☐ **DID** take an oath, or ☐**DID NOT** take an oath

THIS PAGE MUST BE COMPLETED & SUBMITTED WITH OFFER

COOPERATIVE PROCUREMENT WITH OTHER JURISDICTIONS

The vendor, by submitting a bid, authorizes other Public Agencies to "Piggy-Back" or purchase equipment or services being proposed in this invitation to bid at prices bid unless otherwise noted on the proposal sheet.

Yes_____ No_____

. **AUTHORIZED SIGNATURE**

By submission of the ITB, the undersigned certifies that:

1. He/She has not paid or agreed to pay any fee or commission, or any other thing of value contingent upon the award of this contract, to any City of Venice, Florida employee or official or to any current consultant to the City of Venice, Florida;
2. He/She has not paid or agreed to pay any fee or commission or any other thing of value contingent upon the award of this contract to any broker or agent or any other person;
3. The prices contained in this proposal have been arrived at independently and without collusion, consultation, communication or agreement intended to restrict competition.
4. He/She has the full authority of the Offeror or to execute the proposal and to execute any resulting contract awarded as the result of, or on the basis of, the proposal.

Authorized Representative: _____

Signature: _____

Title: _____

Company Name: _____

Address: _____

City, State, ZIP: _____

Telephone Number: _____

Fax Number: _____

E-mail address: _____

THIS PAGE MUST BE COMPLETED & SUBMITTED WITH OFFER

FORM 3A INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS

LAST NAME — FIRST NAME — MIDDLE INITIAL	OFFICE / POSITION HELD
MAILING ADDRESS	AGENCY
CITY ZIP COUNTY	ADDRESS OF AGENCY

WHO MUST FILE THIS STATEMENT

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. *See* Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes, provides certain limited exemptions to the above-referenced prohibitions, including one where the business is awarded under a system of sealed, competitive bidding; the public official has exerted no influence on bid negotiations or specifications; AND where disclosure is made, prior to or at the time of the submission of the bid, of the official's or his spouse's or child's interest and the nature of the intended business. This form has been promulgated by the Commission on Ethics for such disclosure, *if and when applicable* to a public officer or employee.

INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS *(Required by § 112.313(12)(b), Fla. Stat.)*

1. The competitive bid to which this statement applies has been / will be (strike one) submitted to the following government agency:

2. The person submitting the bid is: **NAME ▼** **POSITION ▼**

3. The business entity with which the person submitting the bid is associated is:

4. My relationship to the person or business entity submitting the bid is as follows:

5. The nature of the business intended to be transacted in the event that this bid is awarded is as follows:

   a. The realty, goods, and / or services to be supplied specifically include:_____

   b. The realty, goods, and / or services will be supplied for the following period of time:_____

   c. Will the contract be subject to renewal without further competitive bidding? ☐ Yes ☐ No. If so, how often?

6. Additional comments:

7. SIGNATURE	DATE SIGNED	DATE FILED

FILING INSTRUCTIONS

If you are a state officer or employee required to disclose the information above, please file this form with the Department of State in Room 316, R.A. Gray Building, 500 South Bronough Street, Tallahassee, Florida 32399-0250. If you are an officer or employee of a political subdivision of this state and are subject to this disclosure, please file the statement with the Supervisor of Elections of the county in which the agency in which you are serving has its principal office.

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10,000.

CE FORM 3A — REV. 1-95

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INDEMNIFICATION/HOLD HARMLESS

The elected firm shall (if required by City) defend, indemnify and hold the City, the City's representatives or agents, and the officers, directors, agents, employees, and assigns of each harmless for and against any and all claims, demands, suits, judgments, damages to persons or property, injuries, losses or expenses of any nature whatsoever (including attorneys' fees at trial at appellate level) arising directly or indirectly from or out of any negligent act or omission of the elected firm, its Sub-Offerors and their officers, directors, agents or employees; any failure of the elected firm to perform its services hereunder in accordance with generally accepted professional standards; any material breach of the elected firm's representations as set forth in the proposal or any other failure of the elected firm to comply with the obligations on its part to be performed under this contract.

Concur _____ Variance _____

I, _____, being an authorized representative of the firm of

_____ located at City

_____, State _____, Zip Code _____ Phone:

_____ Fax: _____. Having read and

understood the contents above, hereby submit accordingly as of this Date,

_____, 2017.

_____
Please Print Name

_____
Signature

This signed document shall remain in effect for a period of one (1) year from the date of signature or for the contract period, whichever is longer.

CITY OF VENICE, FLORIDA
FDEP & U.S. EPA CONSTRUCTION NOTICES OF INTENT (NOI)

The undersigned bidder acknowledges the requirement of the U.S. Environmental Protection Agency (EPA) and the Florida Department of Environmental Protection (FDEP) which have published the rules for NPDES General Permits for stormwater discharges from construction sites and said bidder agrees to assist the owner in the preparation of these permits and associated plans. The bidder acknowledges that he has taken these permits and associated construction costs into account in the preparation of his lump sum bid. These permits are mandated under Section 402(p) of the Clean Water Act for "Stormwater Discharge from Construction Activities (including clearing, grading, and excavation activities) that result in the disturbance of five (5) or more acres total land area, including areas that are part of a larger common plan of development or sale." The EPA has published summary guidance for: "Developing Prevention Plans and Best Management Practices" (EPA 833-R-92-001, October 1992).

The EPA permit format is a *Notice of Intent (NOI) for Stormwater Discharges Associated with Construction Activity to be covered under a NPDES Permit*, and it is to be submitted according to the NOI instructions. The Stormwater Pollution Prevention Plan which must accompany the NOI must be signed by authorized representatives of the contractor and subcontractors as well as the facility Owner. Copies of the EPA NOI must be provided to state and local agencies who have issued stormwater management, grading, or land alteration permits or approvals.

An NOI must also be submitted to the Florida Department of Environmental Protection, NPDES Stormwater Notices Center, MS 2510, 2600 Blair Stone Road, Tallahassee, FL 32399. FDEP forms may be downloaded from the State's web site http://www.dep.state.fl.us/water/stormwater/npdes/ or phone 850-921-9870 if you have questions.

Acceptance of the bid to which this certification and disclosure applies in no way represents the Owner or its Representative has evaluated and thereby determined that the information is adequate to comply with the applicable U.S. EPA or FDEP requirements nor does it in any way relieve the contractor of its sole responsibility to comply with the applicable U.S. EPA and FDEP requirements, including inspection of all control measures at least once each week and following any storm (rainfall) event of 0.5 inches or greater and maintaining reports of each inspection.

Bidder (Company): _____

Name and Title: _____

Address: _____

_____

Telephone: _____

BY SIGNATURE BELOW OF AUTHORIZED REPRESENTATIVE, CONTRACTOR ACKNOWLEDGES RECEIPT OF A COPY OF CITY ORDINANCES 95-12 and 96-09 AND AGREES TO ABIDE BY THE REQUIREMENTS OF SAID ORDINANCES.

Signature:_____ **Date:**_____

Printed name/title:_____

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ORDINANCE 95-12

AN ORDINANCE OF THE CITY OF VENICE, FLORIDA, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 9, HEALTH AND SANITATION, ARTICLE IV, DISPOSAL OF EXCRETA, SECTION 9-71, DISCHARGE OF RAW SEWAGE INTO STORMWATER; DELETING ARTICLE V, PROHIBITED STORMWATER DISCHARGES; ADDING CHAPTER 19, WATER AND SEWERS, ARTICLE VI, STORMWATER QUALITY; DELETING CHAPTER 15, STREETS AND SIDEWALKS, ARTICLE IV, EXCAVATIONS, SECTION 15-53, STORM DRAINAGE AND POLLUTION; PROVIDING FOR CONFLICT WITH OTHER ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, control of stormwater runoff is necessary from individual lots that do not require a permit from the Southwest Florida Water Management District and requiring compliance with the provisions of the Clean Water Act 33 U.S.C.1251 et.seq., as amended by the Water Quality Act of 1987; and
WHEREAS, the City is desirous of complying with its U.S. Environmental Protection Agency National Pollutant Discharge Elimination System Permit and its Stormwater Master Plan, therefore, stormwater runoff and any discharge to the City storm sewer system will be closely monitored and regulated; and
WHEREAS, the control of stormwater runoff is the responsibility of each individual property owner; and
WHEREAS, the City is desirous of controlling stormwater runoff and insuring compliance with the Comprehensive Plan.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF VENICE, FLORIDA:
SECTION 1. Chapter 9, Water and Sewers, Article IV, Disposal of Excreta, Section 9-71, Discharge of Raw Sewage into Storm Sewer, is amended to read as follows:
Sec. 9-71. Discharge of raw sewage into storm sewer.
It shall be unlawful for any person to discharge raw sewage or to discharge the effluent of and from any septic tank into the storm sewer system of the city or to construct or maintain any system of drainage, pipes, conduits or other apparatus whereby raw sewage or the effluent of and from any septic tank shall or may be discharged into or through the storm sewer system of the city.
SECTION 2. Chapter 9, Water and Sewers, Article V, Prohibited Stormwater Discharges, is deleted in its entirety.
SECTION 3. Chapter 19, Water and Sewers, Article VI, Stormwater Quality is added to read as follows:

ARTICLE VI. STORMWATER QUALITY
Sec. 19-141. Definitions.
As used in this article "industrial stormwater" means stormwater runoff from a site with industrial activities, as defined under 40 CFR Section 122.26(a)(14) U.S. Environmental Protection Agency regulation.
As used in this article "construction sites" refers to all sites.
As used in this article, "illicit discharge" is any discharge of anything other than stormwater to the municipal separate storm sewer system (MS4) or the waters of the State of Florida or the United States.
As used in this article "industrial wastewater" refers to liquids used by an entity in their course of business, that if discharged to the MS4, would degrade the quality of stormwater.

Sec. 19-142. Disposal of industrial stormwater discharges.
The following types of discharges to the municipal separate storm sewer of the city must be controlled as indicated.
(1) **Industrial wastewater/illicit discharge**: Industrial wastewater/illicit discharge may not be discharged to the city's municipal separate storm sewer system.
(2) **Industrial stormwater**: As required to comply with NPDES regulations, the quality of industrial stormwater which is discharged through the city's municipal separate storm sewer system may be subject to regulation or permitting, and any violation of such regulation or permit may be subject to an order to immediately cease such discharge.

Sec. 19-143. Runoff stormwater and Best Management Practice (BMPs) for construction sites.
BMPs shall be implemented as necessary, to insure that all discharges from construction activities are in compliance with the City of Venice EPA/NPDES Stormwater Permit and the Stormwater Master Plan, or the SWFWMD Permit

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or EPA's NPDES Construction Activity General Permit, whichever is most stringent in its requirements.

Best Management Practices include but are not limited to, the following requirements:
(a) All site grading shall be conducted in such a manner that all stormwater management facilities located adjacent to the site are not altered in any way which will diminish their designated flow or pollutant removal capacity or the shape of the drainage facility.
(b) Maintenance of vegetative buffers or use of a silt fence and/or staked hay bales which minimize erosion and retain sediment on site, shall be implemented prior to any construction activities taking place at sites which discharge to surface water or the municipal separate storm sewer system (MS4). These controls, when utilized, shall be secured and properly maintained during construction activities until the site has been stabilized with sod and/or seed and mulch. A double silt fence may be required as an additional measure to insure that discharges from the site are in compliance with water quality standards as established by the EPA/NPDES Stormwater Permit. Undisturbed vegetative buffers shall be maintained intact to the maximum extent possible to reduce erosion and the discharge of sediment from stormwater runoff. All areas of exposed soil shall be stabilized within 72 hours of attaining final grade.
(c) Storm sewer systems (eg. inlets, pipes and ditches, etc.) adjacent to the site must be protected by a silt fence and/or staked hay bales during construction, to keep solids from entering conveyance systems.
(d) Vehicles such as concrete or dump trucks and other construction equipment shall not be washed at locations where the runoff will flow directly into a lake, wetland, watercourse or stormwater conveyance system. Special areas must be designated for washing vehicles. In all new subdivisions, a wash area may be established by the owner/developer which can be used by the site contractor and home builders. If established, wash areas shall be located where the wash water will spread out and evaporate or infiltrate directly into the ground, or where the runoff can be collected in a temporary holding or seepage basin. Gravel or rock bases are recommended for temporary holding or seepage basins, to minimize mud generation. Underdrains shall be installed where infiltration basins are provided as required by the owner/developer's engineer or the Southwest Florida Water Management District. Upon completion of the project, the wash areas shall be graded and stabilized and any trash or waste shall be collected and disposed of properly.
(e) Fuel, chemicals, cements, solvents, paints, topsoil, or other potential water pollutants shall be stored in areas where they will not cause runoff pollution. Toxic chemicals and materials, such as pesticides, paints, and acids, must be stored in accordance with manufacturer's guidelines. Groundwater resources shall be protected from leaching by placing a plastic mat, packed clay, tar paper, or other impervious material on any areas where toxic liquids are to be opened and stored.
(f) A minimum of one permitted driveway must be established prior to construction and shall be used as the only access for ingress/egress during construction in order to provide minimum disturbance of drainage facilities and vegetative cover on site.

Sec. 19-44. Owner responsibility for stormwater runoff.
(a) The control of stormwater runoff is the responsibility of each individual property owner.
(b) Any property owner constructing or causing to be constructed any building which requires an elevated slab and the elevation of the building pad is higher than that of adjoining properties, will control stormwater runoff during construction. Likewise, any property that is filled more than twelve inches above the adjacent property must provide additional control measures for stormwater during construction. Upon completion of the work, all stormwater runoff shall flow to its natural preconstruction drainage swale, ditch, etc., or be retained in a retention or detention pond(s) designed and constructed for that purpose.
(c) For any construction where the elevation of the building pad or site fill will be higher than adjoining properties, construction plans certified by a professional engineer registered with the State of Florida, retained by the property owner, will be provided to the City prior to issuance of a building permit.
(d) Any single lot not covered under Southwest Florida Water Management District rules, exceeding forty-five percent in impervious coverage (including buildings, drives, sidewalks, patios, etc.) shall require stormwater retention facilities to be designed by a Florida registered engineer. The design is to meet the City of Venice EPA/NPDES Permit requirements for quantity and quality of treatment.
(e) The property owner's engineer will be required to certify to the City Engineer that construction was completed in accordance with the certified plans, prior to issuance of a Certificate of Occupancy.
(f) All improvements to property affecting stormwater drainage must be done in compliance with the City's Comprehensive Plan.

Sec. 19-145. Illicit discharges.
It shall be unlawful for any person to discharge anything other than stormwater into the city's municipal separate storm sewer system whether such discharges occur through piping connections, runoff, exfiltration, infiltration, seepage, or leaks. No person may maintain, use, or establish any direct or indirect connection to any storm sewer owned by the city that results in any discharge in violation of any provision of federal, state, city, or other law or regulation. This provision is retroactive to January 1, 1995, and applies to connections made prior to the effective date of this provision, regardless of whether made under a permit, or other authorization, or whether permissible under laws or practices applicable or prevailing at the time the connection was made.

No materials other than those composed entirely of stormwater shall be disposed of, dumped, or spilled into the city's municipal separate storm sewer system, whether such materials are in a solid or liquid form.

Sec. 19-146. Inspections.
It shall be the duty of the city engineer or designee to carry out all inspections, surveillance, and monitoring procedures necessary to determine compliance with this article.
SECTION 4. Chapter 15, Streets and Sidewalks, Article IV, Excavations, Section 15-53, Storm Drainage and Pollution, is deleted in its entirety.
SECTION 5. To the extent of any conflict between the provisions of this Ordinance, and any other Ordinance, Resolution, or Agreement of the City of Venice, Florida, the provisions of this Ordinance shall prevail.
SECTION 6. Severability. If for any reason a provision of this Ordinance or the application thereof to any person, group of persons, or circumstances is held invalid, the invalidity shall not effect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of the Ordinance are severable.
SECTION 7. Effective Date. This Ordinance shall take effect immediately upon its adoption, as required by law.

PASSED BY THE COUNCIL OF THE CITY OF VENICE, FLORIDA, THIS 23RD DAY OF MAY, 1995.
First Reading: May 9, 1995 - Final Reading: May 23, 1995 - ADOPTION: May 23, 1995
ATTEST: /s/LORI STELZER, CMC,CITY CLERK /S/ MERLE L. GRASER, MAYOR

I, LORI STELZER, City Clerk of the City of Venice, Florida, a municipal corporation in Sarasota County, Florida, do hereby certify that the foregoing is a full and complete, true and correct copy of an Ordinance duly adopted by the Venice City Council, at a meeting thereof duly convened and held on the 23rd day of May, 1995, a quorum being present.

WITNESS my hand and the official seal of said City this 24th day of May, 1995.
/S/ LORI STELZER, CMC, CITY CLERK Approved as to form: /S/ ROBERT C. ANDERSON, CITY ATTORNEY

ORDINANCE 96-09

AN ORDINANCE OF THE CITY OF VENICE, FLORIDA, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 19, WATER AND SEWERS, ARTICLE VI, STORMWATER QUALITY, SECTION 19-141, DEFINITION FOR INDUSTRIAL STORMWATER, SECTION 19-146, INSPECTIONS, PROVIDING FOR CONFLICT WITH OTHER ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Venice is responsible for the conservation, management, protection, control, use and enhancement of stormwater within its corporate limits, and for the acquisition, management, maintenance, extension, and improvement of the stormwater systems in the City; and

WHEREAS, the Environmental Protection Agency/National Pollutant Discharge Elimination System (EPA/NPDES) permit requires certain amendments to the existing Ordinance and extension of inspection authority on private properties.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF VENICE, FLORIDA:

SECTION 1. Chapter 19, Water and Sewers, Article VI, Stormwater Quality, Section 19-141, Definition, for Industrial Stormwater is amended to read as follows:

Sec. 19-141. Definitions.
As used in this article, "industrial stormwater" means stormwater runoff from a site with industrial activities, as defined under 40 CFR Section 122.26 (~~a~~) (b) (14), U.S. Environmental Protection Agency regulation.

SECTION 2. Chapter 19, Water and Sewers, Article VI, Stormwater Quality, Section 19-146, Inspections, is amended to read as follows:

Sec. 19-146. Inspections.
It shall be the duty of the city engineer or designee to carry out all inspections, surveillance, and monitoring procedures necessary to determine compliance with this article. The city engineer or his duly authorized agents may enter at all reasonable times in or upon any private or public property for the purpose of inspecting and investigating conditions and practices which may be a violation of this ordinance, regulation or permit. The city engineer may, whenever necessary, make an inspection of construction sites to enforce any of the provisions of this ordinance, regulation or permit issued hereunder, or whenever an authorized official has reasonable cause to believe there exists any condition constituting a violation of this ordinance, regulation or permit issued hereunder. The city engineer shall inspect the work and shall require the owner to obtain services to provide adequate on-site inspection. If the city engineer finds that eroded soils are leaving the construction site, the city engineer may direct the owner(s) or his agents or his contractor on the site by written order to install any and all erosion controls that are deemed necessary to prevent said soil erosion from migrating off site. Notwithstanding the existence or pursuit of any other remedy, the City may maintain an action in its own name in any court of competent jurisdiction for an injunction or other process against any person to restrain or prevent violations of this ordinance.

SECTION 3. To the extent of any conflict between the provisions of this Ordinance, and any other Ordinance, Resolution, or Agreement of the City of Venice, Florida, the provisions of this Ordinance shall prevail.

SECTION 4. Severability. If for any reason a provision of this Ordinance or the application thereof to any person, group of persons, or circumstances is held invalid, the invalidity shall not effect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of the Ordinance are severable.

SECTION 5. Effective Date. This Ordinance shall take effect immediately upon its adoption, as required by law.
PASSED BY THE COUNCIL OF THE CITY OF VENICE, FLORIDA, THIS 26TH DAY OF MARCH, 1996.

First Reading: March 12, 1996 - Final Reading: March 26, 1996 - ADOPTION: March 26, 1996

ATTEST: /s/LORI STELZER, CMC,CITY CLERK /S/ MERLE L. GRASER, MAYOR

I, LORI STELZER, City Clerk of the City of Venice, Florida, a municipal corporation in Sarasota County, Florida, do hereby certify that the foregoing is a full and complete, true and correct copy of an Ordinance duly adopted by the Venice City Council, at a meeting thereof duly convened and held on the 26th day of March, 1996, a quorum being present.

WITNESS my hand and the official seal of said City this 27th day of March, 1996.

/S/ LORI STELZER, CMC, CITY CLERK Approved as to form: /S/ ROBERT C. ANDERSON, CITY ATTORNEY.

STATEMENT OF REFERENCES
FOR CONTRACTOR

NAME OF CONTRACTOR: _____

BUSINESS ADDRESS: _____

How many years have you been engaged in the business under the present firm name? _____

List previous business experience: _____

_____

List at least three construction references:

(1) Person to contact: _____

Company Name: _____

Address: _____

Telephone: _____ Date work performed: _____

(2) Person to contact: _____

Company Name: _____

Address: _____

Telephone: _____ Date work performed: _____

(3) Person to contact: _____

Company Name: _____

Address: _____

Telephone: _____ Date work performed: _____

(4) Person to contact: _____

Company Name: _____

Address: _____

Telephone: _____ Date work performed: _____

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CONTRACTOR'S STATEMENT OF SUBCONTRACTORS TO BE USED FOR THIS WORK

NAME OF CONTRACTOR: _____

BUSINESS ADDRESS: _____

CURED-IN-PLACE PIPE INSTALLER:

Company Name: _____

Address: _____

Telephone: _____ Phase of Work Sublet:_____

PROPOSED CIPP PRODUCT: _____

REQUIRED PRODUCT & INSTALLER COMMERCIALLY ACCEPTABLE DOCUMENTATION ATTACHED: YES _____ NO _____

LIST SUBCONTRACTORS TO BE USED IN THE PROJECT:

(1) Company Name: _____

Address: _____

Telephone: _____ Phase of Work Sublet:_____

(2) Company Name: _____

Address: _____

Telephone: _____ Phase of Work Sublet:_____

(3) Company Name: _____

Address: _____

Telephone: _____ Phase of Work Sublet:_____

(4) Company Name: _____

Address: _____

Telephone: _____ Phase of Work Sublet:_____

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DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

287.087 Preference to businesses with drug-free workplace programs. --Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Does the individual responding to this solicitation certify that their firm has implemented a drug-free workplace program in accordance with the provision of Section 287.087, Florida Statutes, as stated above?

☐ **YES**

☐ **NO**

NAME OF BUSINESS: _____

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NON-COLLUSION DECLARATION AND COMPLIANCE WITH 49 CFR § 29

ITEM/SEGMENT NO.: _____
F.A.P. NO.: _____
MANAGING DISTRICT: _____
PARCEL NO.: _____
COUNTY OF: _____
BID LETTING OF: _____

I, _____, hereby declare that I am
(NAME)

_____ of _____
(TITLE) (FIRM)

of _____
(CITY AND STATE)

and that I am the person responsible within my firm for the final decision as to the price(s) and amount of this Bid on this State Project.

I further declare that:

1. The prices(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition with any other contractor, bidder or potential bidder.

2. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be so disclosed prior to the bid opening.

3. No attempt has been made or will be made to solicit, cause or induce any other firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.

4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid.

5. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit a complementary bid on this project.

6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting a complementary bid, or agreeing to do so, on this project.

7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this Declaration.

8. As required by Section 337.165, Florida Statutes, the firm has fully informed the Department of Transportation in writing of all convictions of the firm, its affiliates (as defined in Section 337.165(l)(a), Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract or for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees of the firm or affiliates who were convicted of contract crimes while in the employ of another company.

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9. I certify that, except as noted below, neither my firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of Federal funds:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR §29.110(a), by any Federal department or agency;

(b) has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against him or her for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State or local government transaction or public contract; violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

(c) is presently indicted for or otherwise criminally or civilly charged by a Federal, State or local governmental entity with commission of any of the offenses enumerated in paragraph 9(b) of this certification; and

(d) has within a three-year period preceding this certification had one or more Federal, State or local government public transactions terminated for cause or default.

10. I(We), certify that I(We), shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract by any Federal Agency unless authorized by the Department.

Where I am unable to declare or certify as to any of the statements contained in the above stated paragraphs numbered (1) through (10), I have provided an explanation in the "Exceptions" portion below or by attached separate sheet.

EXCEPTIONS:

(Any exception listed above will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate to whom it applies, initiating agency and dates of agency action. Providing false information may result in criminal prosecution and/or administrative sanctions.)

I declare under penalty of perjury that the foregoing is true and correct.

CONTRACTOR: (Seal)

BY: _____ WITNESS: _____
NAME AND TITLE PRINTED

BY: _____ WITNESS: _____
SIGNATURE

Executed on this _____ day of _____, _____

FAILURE TO FULLY COMPLETE AND EXECUTE THIS DOCUMENT MAY RESULT IN THE BID BEING DECLARED NONRESPONSIVE

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REQUIRED CONTRACT PROVISIONS

This certification applies to subcontractors, material suppliers, vendors and other lower tier participants.

- Appendix B of 49 CFR Part 29 –

Appendix B—Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

THIS PAGE MUST BE COMPLETED & SUBMITTED WITH OFFER

PUBLIC ENTITY CRIME INFORMATION

A person or affiliate who has been placed on the State of Florida's convicted vendor list following a conviction for a public entity crime may not submit a BID/ITB proposal on a contract to provide any goods or services to a public entity, may not submit a response on a contract with a public entity for services in the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, Sub-Contractor, or Contractor under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in **Section 2876.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list**.

I, _____, being an authorized representative of the firm of _____, located at City: _____ State: _____ Zip: _____, have read and understand the contents of the Public Entity Crime Information and of this formal BID/ITB package, hereby submit our proposal accordingly.

Signature: _____ Date: _____

Phone: _____ Fax: _____

Federal ID#: _____

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CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL-AID CONTRACTS
(Compliance with 49CFR, Section 20.100 (b))

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of Consultant: _____

By: _____ Date: _____

Authorized Signature: _____

Title: _____

THIS PAGE MUST BE COMPLETED & SUBMITTED WITH OFFER

DISCLOSURE OF LOBBYING ACTIVITIES

Is this form applicable to your firm?
YES ☐ NO ☐
If *no*, then please complete section 4 below for "Prime"

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**2. Status of Federal Action:** a. bid/offer/application b. initial award c. post-award	**3. Report Type:** a. initial filing b. material change **For Material Change Only:** Year: _____ Quarter: _____ Date of last report: _____ (mm/dd/yyyy)

4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _____, *if known*: _____ _____ _____ Congressional District, *if known*: 4c _____	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: _____ _____ _____ Congressional District, *if known*: _____
6. Federal Department/Agency: _____ _____	**7. Federal Program Name/Description:** _____ _____ CFDA Number, *if applicable*: _____
8. Federal Action Number, *if known*: _____	**9. Award Amount,** *if known*: $ _____
10. a. Name and Address of Lobbying Registrant (*if individual, last name, first name, MI*): _____ _____ _____	**b. Individuals Performing Services** (*including address if different from No. 10a*) (*last name, first name, MI*): _____ _____ _____
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date (mm/dd/yyyy): _____
Federal Use Only:	Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

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INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the fullname, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

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CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION- LOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS

(Compliance with 2 CFR Parts 180 and 1200)

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant/Contractor: _____

By: _____

Date: _____

Title: _____

Instructions for Certification

Instructions for Certification - Lower Tier Participants:
(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)
a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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CERTIFICATION
COMPLIANCE WITH EQUAL EMPLOYMENT OPPORTUNITY (EEO) PROVISIONS ON FEDERAL AID CONTRACTS

DATE _____

FIN PROJECT I.D. _____ CONTRACT NO. _____

_____

_____

_____

_____, prime contractor

for the above referenced contract, hereby certifies that this company and all of it's subcontractors have made every Good Faith Effort to comply with the EEO provisions of FHWA Form-1273 (Section II. Nondiscrimination and Section III. Nonsegregated facilities) on this contract.

Exception:
The following subcontractor(s) have been found to be in noncompliance with the provisions stated above. Attached is notification sent to the respective subcontractor(s) explaining their noncompliance with these provisions.

Subcontractor Name	Subcontractor Name
Street Address	Street Address
City/State/Zip	City/State/Zip

State of Florida
County of _____
Sworn to and subscribed before me this _____ day
of _____, _____, by _____
(Print name of person signing Certication)

A false statement or omission made in connection with this certification is sufficient cause for suspension, revocation, or denial of qualification to bid, and a determination of nonresponsibiity, and may subject the person and/or entity making the false statement to any and all civil and criminal penalties available pursuant to applicable Federal and State law.

_____
Notary Public

_____
Contractor

_____
Commission Expires

_____
By

Personally Known ☐ OR Produced Identification ☐

_____
Title

Type of Identification Produced _____

Instructions:

1. Attach copy of any notifications of noncompliance sent to each applicable subcontractor.
2. List the subcontractors found not in compliance at the time of this certification.
3. A separate certification is required for each contract.
4. To be signed by an officer or director of the Contractor with the authority to bind the Contractor and notarized.
5. To avoid delay in payment, certification must be submitted to the Project Engineer no later than the Friday before the monthly estimate cutoff date (generally the 3rd Sunday of the month).

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CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION FOR CONSULTANT/CONTRACTOR/TECHNICAL ADVISORS

I certify that I have no present conflict of interest, that I have no knowledge of any conflict of interest that my firm may have, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation on any contract if I have a conflict of interest or a potential conflict of interest.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the Department, and therefore may not accept benefits of any sort under circumstances in which it could be inferred by a reasonable observer that the benefit was intended to influence a pending or future decision of theirs, or to reward a past decision. Consultants performing work for the Department should avoid any conduct (whether in the context of business, financial, or social relationships) which might undermine the public trust, whether or not that conduct is unethical or lends itself to the appearance of ethical impropriety.

I will maintain the confidentiality of all information not made public by the Florida Department of Transportation ("Department") related to the procurement of the above-referenced ("Project") that I gain access to as a result of my involvement with the Project ("Procurement Information"). I understand that Procurement Information includes, but is not limited to, documents prepared by or for the Department related to procurement of the Project. I also understand that Procurement Information includes, but is not limited to, documents submitted to the Department by entities seeking an award of the Project ("Proposers"). I understand that Procurement Information may include documents submitted by Proposers related to letters of response/letters of interest, technical proposals, price proposals, financial proposals, and information shared during exempt meetings. I also understand that Procurement Information may also include documents that evaluate or review documents submitted by Proposers, and information regarding Project cost estimates. I also agree not to discuss the Project with anyone who is a member of or acting on behalf of a Proposer.

Unless so ordered by a court of competent jurisdiction or an opinion of the Office of the Florida Attorney General, I will not divulge any Procurement Information except to individuals who have executed a Conflict of Interest/Confidentiality Certification which has been approved by the Department ("Project Personnel"). I understand that a list of Project Personnel will be maintained by Department. If I am contacted by any member of the public or the media with a request for Procurement Information, I will promptly forward such request to the Department's Procurement Office. I will also maintain security and control over all documents containing Procurement Information which are in my custody.

I agree not to solicit or accept gratuities, unwarranted privileges or exemptions, favors, or anything of value from any firm under consideration for an agreement associated with the Project, and I recognize that doing so may be contrary to statutes, ordinances, and rules governing or applicable to the Department or may otherwise be a violation of the law.

I agree not to engage in bid tampering, pursuant to Section 838.22, Florida Statutes.

I realize that violation of the above mentioned standards could result in the termination of my work for the Department. I further realize that violation of the above mentioned statute would be punishable in accordance with Section 838.22, Florida Statutes.

Advertisement No./ Solicitation No.	Description	Financial Project Number(s)

Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification.

Printed Names	Signatures	Date

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MBE PLANNED UTILIZATION

PROCUREMENT NO. _____ FINANCIAL PROJECT NO. _____
(DEPARTMENT USE ONLY)

DESCRIPTION: _____

I, _____ , _____
(name) (title)

of _____

plan to subcontract at least _____ % (percent) of the project costs on the above referenced project to Minority Business Enterprises.

If I have indicated above that a portion of the project costs will be subcontracted to MBE(s), the firms considered as proposed subconsultants/contractors and the types of services or commodities to be subcontracted are as follows:

MBE SUBCONSULTANTS/CONTRACTORS	TYPES OF SERVICES/COMMODITIES

I understand that I will need to submit Minority Business Enterprises (MBE) payment certification forms to the Department for reporting purposes only.

Signed: _____

Title: _____

Date: _____

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LAP CERTIFICATION OF CURRENT CAPACITY

CONFIDENTIAL

For bids to be received on _____
(Letting Date)

Fill in your FDOT Vendor Number

VF __ __ __ __ __ __ __ __ __ __ __ __ __

(Only applicable to FDOT pre-qualified contractors)

CERTIFICATE

I hereby certify that the amount of any proposal submitted by this bidder for the above letting does not exceed the amount of the Firm's CURRENT CAPACITY (maximum capacity rating less total uncompleted work).

The total uncompleted work as shown on
the "Status of Contracts on Hand" report (page 2) $ _____

I further certify that the "Status of Contracts on Hand" report (page 2) was prepared as follows:

1. If the letting is before the 25th day of the month, the certificate and report reflect the uncompleted work as of the 15th day of the month, last preceding the month of the letting.

2. If the letting is after the 25th day of the month, the certificate and report reflects the uncompleted work in progress as of the 15th day of the month of the letting.

3. All new contracts (and subcontracts) awarded earlier than five days before the letting date are included in the report and charged against our total rating.

I certify that the information above is correct.

_____
NAME OF FIRM

Sworn to and subscribed this _____ day
of _____, 20 _____

By: _____

_____
Title

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STATUS OF CONTRACTS ON HAND

(Furnish complete information about all your contracts, whether prime or subcontracts; whether in progress or awarded, but not yet begun; and regardless of whom contracted with.)

1	2	3	4	5	6
PROJECTS OWNER, LOCATION AND DESCRIPTION	CONTRACT (OR SUBCONTRACT) AMOUNT	AMOUNT SUBLET TO OTHERS	BALANCE OF CONTRACT AMOUNT	UNCOMPLETED AMOUNT TO BE DONE BY YOU	
				AS PRIME CONTRACTOR	AS SUBCONTRACTOR
NOTE: Columns 2 and 3 to show total contract (or subcontract) amounts. Column 4 to be difference between columns 2 and 3. Amount in columns 5 or 6 to be uncompleted portion of amount in column 4. All amounts to be shown to nearest $100. The Contractor may consolidate and list as a single item all contracts which, individually, do not exceed 3% of total, and which, in the aggregate, amount to less than 20% of the total.			TOTALS	$0.00	$0.00
			TOTAL UNCOMPLETED WORK ON HAND TO BE DONE BY YOU (TOTAL COLUMNS 5 AND 6)	$0.00	

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E-VERIFY

Contract No: _____
Financial Project No(s): _____
Project Description: _____
_____

Vendor/Consultant acknowledges and agrees to the following:

Vendor/Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of;

1. all persons employed by the Vendor/Consultant during the term of the Contract to perform employment duties within Florida; and
2. all persons, including subcontractors, assigned by the Vendor/Consultant to perform work pursuant to the contract with the Department.

Company/Firm: _____
Authorized Signature: _____
Title: _____
Date: _____

THIS PAGE MUST BE COMPLETED & SUBMITTED WITH OFFER

NO BID RESPONSE

IMPORTANT: If you choose not to submit a bid for the attached "Invitation To Bid," please complete and return this form only on/before bid closing date. Failure to respond will result in your company being negatively registered as non-responsive. In the event five (5) "no responses" are posted, you will be automatically dropped from out mailing list for future solicitations for the described product/service.

Thank you for taking this opportunity to help us update and improve the solicitation process.

Bid Open/Close Date: **April 26, 2017 at 2:00 PM**

Bid Number: **ITB 3058-17**

Description: **Edmondson Road Multi-Use Trail Project Re-bid**

Contact: Peter Boers, Procurement- Finance Department

Please check the appropriate response. We respectfully submit "No bid" for the following reason(s):

☐ 1. We are unable to meet the required delivery date

☐ 2. We cannot provide a product to meet the required specifications.

☐ 3. We no longer provide the requested product.

☐ 4. We do not represent the required brand name product.

☐ 5. The bid closing date does not allow adequate time to prepare a response.

☐ 6. The specifications are too restrictive.

☐ 7. We have chosen not to do business with the City

☐ 8. Other (feel free to provide our response on your company letterhead.)

Company Name _____ Vendor No._____

Authorized Signature_____

Print Name _____

Title _____

Date _____ Telephone No. _____

BID SCHEDULE
Edmondson Road
Multi-Use Trail Project Re-Bid
ITB Number 3058-17

BID ITEM NO.	FDOT Pay Item	DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL COST
1	0101 1	Mobilization / Demobilization (Maximum 5% of Bid)	1	LS	$	$
2	0110 1 1	Clearing and Grubbing	1	AC	$	$
3	0104 10 3	Sediment Barrier	1	LS	$	$
4	0102 1	Maintenance of Traffic	75	DA	$	$
5	0110 4	Removal of Existing Concrete Pavement (sidewalk)	1,283	SY	$	$
6	0120 6	Embankment	374	CY	$	$
7	0522 2	Construct 5-foot wide Multi Use Plain Concrete sidewalk	58	SY	$	$
8	0522 2	Construct 6-foot wide Plain Concrete Cart Path	22	SY	$	$
9	0515 2311	Pedestrian/Bicycle Railing (Alum.)	40	LF	$	$
10	0527 2	Detectable Warnings	299	SF	$	$
11	0570 1 2	Furnish & Install Sod	16,962	SF	$	$
12	0700 1 50	Signage (Relocate)	7	EA	$	$
13	0711 17	Removing Thermoplastic Stripe 24-inch	120	SF	$	$
14	0711 11123	Thermoplastic Stripe, 12" Std. Wht.	595	LF	$	$
15	0711 11125	Thermoplastic stripe, 24" Std. Wht.	178	LF	$	$
16	10-foot wide Multi Use Asphalt Trail					
16a	0334 1 12	Type S 9.5 Superpave asphalt concrete (1-1/2")	420	TON	$	$
16b	0285 703	6-Inch Crushed Concrete Base Course - Group 3	6,150	SY	$	$
					TOTAL NOT TO EXCEED LUMP SUMP BID:	$

Notes:
- It is the Contractor's responsibility to verify field conditions and inspect the project site to determine the quantities required to complete the project prior to submitting the Not to Exceed Lump Sum Bid.
- Individual quantities and bid items listed must be verified by the contractor prior to providing the final lump sum bid amount.
- The Engineer and the City do not warranty that the quantities are accurate
- The City reserves the right to remove line items above from the bid award due to budgeting constraints.

DATE: _____

SUBMITTED BY: _____(Contractor Business Name)

THIS PAGE MUST BE COMPLETED & SUBMITTED WITH OFFER

EDMONSON ROAD MULTI-USE TRAIL PROJECT R-BID
CITY OF VENICE, FLORIDA
BID SUBMITTAL FORM

BID NO. **3058-17** DUE: **April 26, 2017** **NO LATER THAN 2:00 P.M.**

To furnish all labor, materials and equipment necessary for all items defined in the specifications together with all modifications, additions, or deletions which may be included in addenda issued prior to the bid date and time for the sum of:

TOTAL NOT TO EXCEED LUMP SUM BID

_____ $_____
(written)

OUR FIRM CAN COMPLY WITH ALL INSURANCE AND BOND REQUIREMENTS.

YES _____ NO _____
Any and all exceptions must be noted on Company's letterhead and attached to Bid Proposal.

ADDENDA THROUGH ADDENDUM NO. _____ ARE INCLUDED IN THIS BID.

Name of Contractor's Superintendent for this work:_____

Contractor has read and understands Special Conditions, Restoration, requirements Yes____ No____

Name of Subcontractor performing restoration: _____

WORK TO BE COMPLETED WITHIN _____ CALENDAR DAYS OF "NOTICE TO PROCEED"

_____ _____
NAME OF COMPANY BY (Signature)

_____
ADDRESS SIGNED BY (typed or printed)

_____ _____
CITY STATE ZIP OFFICIAL TITLE

DATE _____ PHONE _____ FAX _____

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CONTRACT

THIS CONTRACT, pursuant to City Council approval granted on _____, is made and entered into this_____ day of _____, 2017, by and between the City of Venice, Florida, hereinafter referred to as the City, and _____, hereinafter referred to as the Contractor.

W I T N E S S E T H:

THAT FOR and in consideration of the mutual covenants and obligations hereafter set forth, the parties hereto agree as follows:

(1) The Contract Documents consist of this Contract, Performance and Payment Bonds attached hereto as composite Exhibit A and, the City's Invitation to Bid (ITB) # 3058-17 Edmonson Road Multi-Use Trail Project Re-bid, including: general conditions, special conditions and instructions to offerors, Required Contract Provisions Federal-aid Construction Contracts (FHWA 1273) attached hereto as Exhibit D, technical specifications, drawings, Contractor's bid proposal for ITB 3058-17, all of which are incorporated herein by reference. All of the Contract Documents are made a part of this Contract.

(2) The Contractor shall perform all the work required by the Contract Documents and shall include installation of the listed items per the bid specifications.

(3) The work to be performed under this Contract shall be completed within **one hundred twenty (120)** days of the issuance of the Notice to Proceed by the City.

(4) The City shall pay the Contractor for the performance of the work, in accordance with Exhibit B, subject to the terms and conditions of the Contract Documents and any written change orders, the contract sum not to exceed:_____ **& __/100s ($_____).**

(5) Time is of the essence in this contract. In the event that the work is not completed within the required time as specified in Section 3 herein, then from the compensation otherwise to be paid to the Contractor, the City may retain the sum of **one thousand ninety-nine dollars ($1099.00) per day** for each calendar day that the work remains incomplete beyond the time limit, which sum shall represent the actual damage which the City will have sustained per day by failure of the Contractor to complete the work within the required time, said sum not being a penalty but being the liquidated damages the City will have sustained in the event of such default by the Contractor.

(6) In connection with the performance of work under this Contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, sex, religion, color, or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post hereafter in conspicuous places, available for employees or applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause. The Contractor further agrees to insert the foregoing provisions in all contracts hereunder, including contracts or agreements with labor unions and/or workers' representatives, except subcontracts for standard commercial supplies or raw materials.

(7) Contractor must secure and maintain any and all permits and licenses required to complete the work under this Contract, unless the Contract Documents provide otherwise.

(8) Throughout the term of this Contract the Contractor must maintain insurance in at least the amounts and coverage required as shown in Exhibit C. The Contractor must provide a Certificate of Insurance to the City evidencing such coverage prior to issuance of the Notice to Proceed by the City.

(9) Pursuant to applicable Florida law, Contractor's records associated with this Contract may be subject to Florida's public record laws, Florida Statutes 119.01, *et seq*, as amended from time to time. Contractor shall comply with all public records obligations set forth in such laws, including those obligations to keep, maintain, provide access to, and maintain any applicable exemptions to public records, and transfer all such public records to the City at the conclusion of this Contract, as provided for in Section 119.0701, Florida Statutes. Such records shall be retained for a minimum of five (5) years after completion of the project

(10) Contractor shall indemnify, pay the cost of defense, including attorneys' fees, and hold harmless the City from all suits, actions, or claims of any kind brought on account of any injuries or damages received or sustained b any person or property by or from the Contractor or in consequence of any neglect in safeguarding the work; or by the use of any unacceptable materials related to the work; or on account of any act or omission, neglect or misconduct of the Contractor; or on account of any claim or amounts received under the "Workers' Compensation Law" or any other laws or ordinances, except only such injury or damage as shall have been caused by the negligence of the City. The first ten dollars ($10.00) of compensation received by the Contractor represents specific consideration for this indemnification obligation.

(11) Contractor shall be responsible for compliance with the requirements under Chapter 556, Florida Statutes, the "Underground Facility Damage Prevention and Safety Act." Contractor's obligations to defend, indemnify, and hold harmless the City, as provided for under Section 10 of this Contract, shall specifically apply to any violations alleged against the City under the Underground Facility Damage Prevention and Safety Act related to the performance of the work under this Contract. Contractor acknowledges that included in the various items of the proposal and in the total bid price, are costs for complying with the Florida Trench Safety Act (90-96 Laws of Florida) effective October 1, 1990.

(12) Termination. This Contract may be terminated by the City without cause, by giving thirty (30) days prior written notice to contractor of the intention to cancel. or with cause at any time contractor fails to fulfill or abide by any of the terms or conditions specified. Failure of contractor to comply with any of the provisions of this agreement shall be considered a material breach of contract and shall be cause for immediate termination of the agreement at the discretion of the city. This Contract may be terminated by the Contractor only by mutual consent of both parties. If this Contract is terminated before performance is completed, the Contractor shall be paid only for that work satisfactorily performed for which costs can be substantiated.

(13) The laws of the State of Florida shall govern all provisions of this Contract. Venue for any dispute shall be Sarasota County, Florida. If any court proceeding or other action occurs between the parties as a result of this Contract or any other document or act required by this Contract, the prevailing party shall be entitled to recover attorney's fees and all court costs, including attorney's fees and court costs incurred in any pre-trial, trial, appellate, and/or bankruptcy proceedings, as well as, attorney's fees and costs incurred in determining entitlement to and reasonableness of fees and costs.

(14) This Contract and the Contract Documents constitute the entire agreement of the parties and may not be changed or modified, except by a written document signed by both parties hereto. This Contract shall be binding upon the successors and assigns of the parties.

IN WITNESS WHEREOF, the parties to the agreement have hereunto set their hands and seals and have executed this agreement, the day and year first above written.

(SEAL)

ATTEST:

CITY OF VENICE
IN SARASOTA COUNTY, FLORIDA

_____
CITY CLERK

BY:_____
MAYOR JOHN HOLIC

ATTEST:

_____

_____

BY:_____

_____
Signed by (typed or printed)

_____
Signed by (typed or printed)

Approved as to Form and Correctness

_____
David Persson, City Attorney

EXHIBIT A

SURETY BONDS

At the time of executing the Contract Documents, the successful proposer shall append to this sheet separate performance and payment bonds each equal to one-hundred percent (100%) of the contract amount. Said bonds become an integral part of these Contract Documents and shall meet the following requirements:

1. Surety bonds submitted shall be written by a surety company that is approved by the City Finance Director and authorized to do business in the State of Florida, shall be accompanied by evidence of the authority of the issuing agent, and shall be on a form to be approved by the City Attorney. No bond in an amount greater than $5,000 required by the City Charter, the Ordinances of The City of Venice, or the laws of the State of Florida shall be approved by the City Finance Director unless the surety company executing the bond is listed by the United States Treasury Department as being approved for writing bonds for Federal projects and its current list in an amount not less than the amount of the bond tendered to The City of Venice.

2. Both the separate payment and performance bonds shall be in the general form of AIA documents A311. Additionally, the payment bond shall state as follows:
"This bond is issued in compliance with Section 255.05, Florida Statutes (1994 Supp.), as may be amended. A claimant, except a laborer, who is not in privity with the contractor and who has not received payment for his labor, materials, or supplies shall, within 45 days after beginning to furnish labor, materials, or supplies for the prosecution of the work, furnish the contractor with a notice, that he intends to look to the bond for protection. A claimant who is not in privity with the contractor and who has not received payment for his labor, materials, or supplies shall, within 90 days after performance of the labor or after complete delivery of the materials or supplies, or with respect to rental equipment, within 90 days after the date that the rental equipment was last on the job site available for use, deliver to the contractor and to the surety written notice of the performance of the labor or delivery of the materials or supplies and of the nonpayment. No action for the labor, materials, or supplies may be instituted against the contractor or the surety unless both notices have been given. No action shall be instituted against the contractor or the surety on the payment bond or the payment provisions of a combined payment and performance bond after 1 year from the performance of the labor or completion of delivery of the materials or supplies. A claimant may not waive in advance his right to bring an action under the bond against the surety. In any action brought to enforce a claim against a payment bond under this section, the prevailing party is entitled to recover a reasonable fee for the services of his attorney for trial and appeal or for arbitration, in an amount to be determined by the court, which fee must be taxed as part of his costs, as allowed in equitable actions."

PUBLIC WORKS PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT _____., as Principal, hereinafter called Contractor; and _____, a corporation of the State of Florida, as surety, hereinafter called Surety, are held and firmly bound unto the City of Venice as Obligee, hereinafter called the City, in the amount of ($_____) _____ __ /100's, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated the _____day of _____, 2017, entered into a Contract with the City for the following described project: **ITB#3058-17 Edmonson Road Multi-Use Trail Project Re-bid** which contract is by reference incorporated herein and made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if Contractor shall promptly make payments to all persons supplying Contractor labor, materials and supplies, used directly or indirectly by the said Contractor or Subcontractors in the prosecution of the work provided for in said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

PROVIDED FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in anywise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

PROVIDED FURTHER, that this Bond is issued pursuant to Section 255.05, Florida Statutes, and reference is hereby made to the notice and time limitations in said statute for making claims against this Bond.

PROVIDED FURTHER, that any suit under this Bond must be instituted before the expiration of one (1) year from the performance of the labor or completion of delivery of the materials or supplies.

PROVIDED FURTHER, no right of action shall accrue on this Bond to or for the use of any person or corporation other than the City named herein and those persons or corporations provided for by Section 255.05, Florida Statutes, their heirs, executors, administrators, successors or assigns.

SIGNED AND SEALED this_____day of_____,A.D., 2017.

IN THE PRESENCE OF: CONTRACTOR

_____ BY:_____

INSURANCE COMPANY

BY:_____
Agent and Attorney-in-Fact

PUBLIC WORKS PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT _____, as Principal, hereinafter called Contractor; and _____, a corporation of the State of Florida, as surety, hereinafter called Surety, are held and firmly bound unto the City of Venice as Obligee, hereinafter called the City, in the amount of ($ _____) & _____/100's, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated the _____ day of _____, 2017, entered into a contract with the City of Venice for the following described project: **ITB# 3058-17 Edmonson Road Multi-Use Trail Project Re-bid** which contract is by reference incorporated herein and made a part hereof, and is hereinafter referred to as the contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Contractor shall promptly and faithfully perform the Contract during the original term thereof and any extensions thereof which may be granted by the City with or without notice to the Surety and during any guarantee or warranty period, including the obligation to correct any latent defects not discovered until after acceptance of the project by the City, and if he shall satisfy all claims and demands incurred under said Contract and shall fully indemnify and save harmless the City, its agents, Engineer and employees from all losses, damages, expenses, costs and Attorney's Fees, including appellate proceedings which it may suffer by reason of failure to do so, and shall reimburse and repay the City all outlay and expense which the City may incur in making good any default, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

PROVIDED FURTHER, whenever Contractor shall be, and declared by the City to be in default under the Contract, the City having performed is obligations thereunder, the Surety may promptly remedy the default or shall promptly:

(1) Complete the Contract in accordance with its terms and conditions; or

(2) Obtain a bid or bids for submission to the City for completing the Contract in accordance with its terms and conditions and upon determination by the City and Surety of the lowest responsible bidder, arrange for a contract between such bidder and City and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion, less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price" as used in this paragraph, shall mean the total

EXHIBIT B

BID SCHEDULE Edmondson Road Multi-Use Trail Project Re-bid
ITB #3058-17

BID ITEM NO.	FDOT Pay Item	DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL COST
Multi-Use Trail Construction						
1	0101 1	Mobilization / Demobilization (Maximum 5% of Bid)	1	LS	$	$
2	0110 1 1	Clearing and Grubbing	1	AC	$	$
3	0104 10 3	Sediment Barrier	1	LS	$	$
4	0102 1	Maintenance of Traffic	75	DA	$	$
5	0110 4	Removal of Existing Concrete Pavement (sidewalk)	1,283	SY	$	$
6	0120 6	Embankment	374	CY	$	$
7	0522 2	Construct 5-foot wide Multi Use Plain Concrete sidewalk	58	SY	$	$
8	0522 2	Construct 6-foot wide Plain Concrete Cart Path	22	SY	$	$
9	0515 2311	Pedestrian/Bicycle Railing (Alum.)	40	LF	$	$
10	0527 2	Detectable Warnings	299	SF	$	$
11	0570 1 2	Furnish & Install Sod	16,962	SF	$	$
12	0700 1 50	Signage (Relocate)	7	EA	$	$
13	0711 17	Removing Thermoplastic Stripe 24-inch	120	SF	$	$
14	0711 11123	Thermoplastic Stripe, 12" Std. Wht.	595	LF	$	$
15	0711 11125	Thermoplastic stripe, 24" Std. Wht.	178	LF	$	$
16	10-foot wide Multi Use Asphalt Trail					
16a	0334 1 12	Type S 9.5 Superpave asphalt concrete (1-1/2")	420	TON	$	$
16b	0285 703	6-Inch Crushed Concrete Base Course - Group 3	6,150	SY	$	$
					TOTAL NOT TO EXCEED LUMP SUMP BID:	$

Notes:
- It is the Contractor's responsibility to verify field conditions and inspect the project site to determine the quantities required to complete the project prior to submitting the Not to Exceed Lump Sum Bid.
- Individual quantities and bid items listed must be verified by the contractor prior to providing the final lump sum bid amount.
- The Engineer and the City do not warranty that the quantities are accurate
- The City reserves the right to remove line items above from the bid award due to budgeting constraints.

EXHIBIT C

Before performing any work, the Contractor shall procure and maintain, during the life of the Contract, insurance listed below. The policies of insurance shall be primary and written on forms acceptable to the City and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best and Company rating of no less than A: VII. No changes are to be made to these specifications without prior written specific approval by the City.

1. The City of Venice is to be specifically included as an ***ADDITIONAL INSURED***.
2. The City of Venice shall be named as Certificate Holder. ***Please Note that the Certificate Holder should read as follows:***

   The City of Venice
   401 W. Venice Avenue
   Venice, FL 34285

   No City Division, Department, or individual name should appear on the certificate. ***NO OTHER FORMAT WILL BE ACCEPTABLE.***
3. The "Acord" certification of insurance form shall be used.
4. Required Coverage

   a) **Commercial General Liability:** including but not limited to bodily injury, property damage, contractual liability, products and completed operations, and personal injury with limits of not less than $ 1,000,000 per occurrence, $ 1,000,000 aggregate covering all work performed under this Contract. Include broad form property damage (provide insurance for damage to property under the care custody and control of the contractor)

   b) **Business Auto Policy:** including bodily injury and property damage for all vehicles owned, leased, hired and non-owned vehicles with limits of not less than $1,000,000 combined single limit covering all work performed under this Contract.

   c) **Workers Compensation:** Contractor will provide Workers Compensation Insurance on behalf of all employees, including sub-contractors, who are to provide a service under this Contract, as required under Florida Law, Chapter 440, and Employers Liability with limits of not less than $100,000 per employee per accident; $500,000 disease aggregate; and $100,000 per employee per disease.

5. Policy Form:

   a) All policies required by this Contract, with the exception of Workers Compensation, or unless specific approval is given by the City, are to be written on an occurrence basis, shall name the City of Venice, its Elected Officials, Officers, Agents, Employees as additional insured as their interest may appear under this Contract. Insurer(s), with the exception of Workers Compensation, shall agree to waive all rights of subrogation against the City of Venice, its Elected Officials, Officers, Agents, and Employees.

   b) Insurance requirements itemized in this Contract, and required of the Contractor, shall be

provided on behalf of all subcontractors to cover their operations performed under this Contract. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.

c) Each insurance policy required by this Contract shall:

(1) apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability;

(2) be endorsed to state that coverage shall not be suspended, voided or canceled by either party except after thirty (30) calendar days prior written notice by certified mail, return receipt requested, has been given to the City of Venice's Director of Administrative Services.

d) The City shall retain the right to review, at any time, coverage form, and amount of insurance.

e) The procuring of required policies of insurance shall not be construed to limit Contractor's liability nor to fulfill the indemnification provisions and requirements of this Contract.

f) The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and shall be solely responsible for the payment of any deductible and/or retention to which such policies are subject, whether or not the City is an insured under the policy. In the event that claims in excess of the insured amounts provided herein are filed by reason of operations under the contract, the amount excess of such claims, or any portion thereof, may be withheld from any payment due or to become due to the contractor until such time the contractor shall furnish additional security covering such claims as may be determined by the City.

g) Claims Made Policies will be accepted for professional and hazardous materials and such other risks as are authorized by the City. All Claims Made Policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two years. If provided as an option, the Contractor agrees to purchase the extended reporting period on cancellation or termination unless a new policy is affected with a retroactive date, including at least the last policy year.

h) Certificates of Insurance evidencing Claims Made or Occurrence form coverage and conditions to this Contract, as well as the City's Bid Number and description of work, are to be furnished to the City's Director of Administrative Services, 401 West Venice Avenue, Venice, FL 34285, ten (10) business days prior to commencement of work and a minimum of thirty (30) calendar days prior to expiration of the insurance policy.

i) Notices of Accidents and Notices of Claims associated with work being performed under this Contract, shall be provided to the Contractor's insurance company and the City's Director of Administrative Services, as soon as practicable after notice to the insured.

j) All property losses shall be payable to, and adjusted with, the City.

Exhibit D

FHWA-1273 -- Revised May 1, 2012

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Nonsegregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Compliance with Governmentwide Suspension and Debarment Requirements
XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 “Contract provisions and related matters” with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

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

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

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

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

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

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

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

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

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

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term “perform work with its own organization” refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;
(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1**. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

CONTRACTOR'S RELEASE OF LIEN

BEFORE ME, the undersigned authority in said County and State, appeared _____, who being first duly sworn, deposes and says that he is _____ of _____ a company and/or corporation authorized to do business under the laws of Florida, which is the contractor on Project known as City of Venice Bid #_____ , located in the City of Venice, County of Sarasota, Florida, under contract with the City of Venice, dated the _____ day of_____, 2017, that the said deponent is duly authorized to make this affidavit by resolution of the Board of Directors of said company and/or corporation; that deponent knows of his own knowledge that said contract has been complied with in every particular by said contractor and that all parts of the work have been approved by the City Engineer; that there are no bills remaining unpaid for labor, material or otherwise, in connection with said contract and work, and that there are no suits pending against the undersigned as contractor or anyone in connection with the work done and materials furnished or otherwise, under said contract.

DEPONENT further says that the final estimate which has been submitted to the City simultaneously with the making of this affidavit, constitutes all claims and demands against the City on account of said contract or otherwise, and that acceptance of the sum specified in said final estimate will operate as a full and final release and discharge of the City from any further claims, demands or compensation by contractor under the above contract.

DEPONENT further agrees that all guarantees under this contract shall start and be in full force from the date of this release as spelled out in the contract documents.

Signature:_____

Printed Name:

STATE OF FLORIDA)
COUNTY OF)

Signed before me this _____ day of _____, 2017,
by_____ who is personally known to me or has produced
_____ as identification.
_____

Notary Public
My Commission Expires:
Commission Number:

WE, the _____, having heretofore executed a performance bond and a payment bond for the above named contractor covering project and section as described above in the sum of
($_____)_____

Dollars, hereby agree that the Owner may make full payment of the final estimate, including the retained percentage, to said contractor.

IT IS fully understood that the granting of the right to make the payment of the final estimate to said contractor and/or his assigns, shall in no way relieve this surety company of its obligations under its bonds, as set forth in the specifications, contract, and bonds pertaining to the above project.

IN WITNESS WHEREOF, the _____has
caused this instrument to be executed on its behalf by
its_____,
and/or its duly authorized attorney in fact, and its corporate seal to be hereunto affixed,
all on this _____ day of _____, A.D., 2017.

_____
Surety Company

_____
Attorney in Fact

Power of Attorney must be attached if executed by Attorney in Fact.

STATE OF)
COUNTY OF)
BEFORE ME, the undersigned authority, appeared_____,
who is personally known to me or has produced
_____ as identification, and who executed the
foregoing instrument in the name of _____ as its _____
and the said _____ acknowledged that he executed said instrument
in the name of _____ as its _____
and/or_____, for the purpose therein expressed and that he had due
and legal authority to execute the same on behalf of said
_____, a corporation.
IN WITNESS WHEREOF, I have hereunto set my hand and official seal at
_____ this _____ day of _____, 2017.

_____
Notary Public
My Commission Expires:

CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT NO.
PROJECT:
CONTRACTOR CONTRACT DATE

CONTRACT FOR

Project or Specified Part Shall Include:
DEFINITION OF SUBSTANTIAL COMPLETION
The date of substantial completion of a project or specified part of a project is the date when the work is sufficiently completed, in accordance with the Contract Documents, so that the project or specified part of the project can be utilized for the purpose for which it was intended.

TO: (Contractor)
DATE OF SUBSTANTIAL COMPLETION:
_____

The work performed under this contract has been inspected by authorized representatives of the City of Venice and the contractor, and the project or specified part of the project, is hereby declared to be substantially completed on the above date.

A tentative list of items to be completed or corrected is appended hereto. This list may not be exhaustive, and the failure to include an item on it does not alter the responsibility of the contractor to complete all the work in accordance with the contract documents. These items shall be completed by the contractor within _____ days of Substantial Completion.

The date of Substantial Completion is the date upon which all guarantees and warranties begin, except as noted below. The responsibilities between the Owner and the Contractor for maintenance shall be as set forth below.

CITY OF VENICE
_____
By:
Date: _____

The contractor accepts the foregoing Certification of Substantial Completion and agrees to complete and correct the items on the tentative list within the time indicated.

_____ _____
Contractor Authorized Representative
Date: _____
RESPONSIBILITIES:
OWNER:
CONTRACTOR:

EXCEPTIONS AS TO GUARANTEES AND WARRANTIES:
ATTACHMENTS (Identify)

SECTION 01010
SUMMARY OF WORK

PART 1 – GENERAL REQUIREMENTS

1.1 SUMMARY

A. Work under the contract for the **Edmondson Road Multi-Use Trail Project,** shall include furnishing all coordination, labor, materials and construction services to complete the project work unless otherwise noted in the Drawings. The primary work shall include constructing a multi-use trail along the south side of Edmondson Road. Work is to include concrete trail, grading, sodding and restoration, MOT, signings and markings, and ADA ramps.

B. REQUIRED NOTICES TO AGENCIES AND PUBLIC

1. The CONTRACTOR shall adequately inform in advance the affected businesses, property owners, and utility customers of scheduled temporary utility service disruptions and changes in access.

C. SALVAGED MATERIALS

1. In the absence of special provisions to the contract, materials, equipment or supplies that occur will become the property of the CONTRACTOR and shall be removed from the project and disposed of by the CONTRACTOR in areas provided by the CONTRACTOR.

2. Excess suitable soils not required for the completion of the Work shall belong to the CITY. The CONTRACTOR shall stockpile the material on (LOCATION). The CONTRACTOR shall contact the CITY's Field Operations Manager (NAME) at (PHONE NUMBER) to coordinate the exact stockpile area at least five (5) working days in advance.

PART 2 – PRODUCTS
(Not Applicable, See General Conditions)

PART 3 – EXECUTION

3.1 GENERAL

A. The CONTRACTOR shall be responsible for reviewing the site conditions, reviewing the Bid Documents, verifying the Summary of Quantities and Bid Schedule, and the inclusion of all items and costs necessary to complete the work and submit a balanced and responsive bid. In reviewing the documents, the CONTRACTOR shall notify the ENGINEER of any questionable items prior to the submission of bids.

B. The Work will be completed and ready for final inspection within the specified calendar days from the date the contract time commences to run. Two bids shall be considered, Alternative Bid #1 or Alternative Bid #2 both based on 120 calendar days. The City has the sole authority to select the lowest responsible bidder from either of the two alternative bids based on which is in the best interest of the City. **Only one award shall be made.**

END OF SECTION

PART 1 - GENERAL REQUIREMENTS

1.1 SUMMARY

A. This Section specifies administrative and procedural support requirements necessary to prepare acceptable Pay Applications and a Schedule of Values which is to be used only with Lump Sum Item Contracts.

1.2 SCHEDULE OF VALUES (FOR LUMP SUM ITEM CONTRACTS)

A. Coordination: Coordinate preparation of the Schedule of Values on Lump Sum Item Contracts with preparation of CONTRACTOR'S Construction Schedule.

1. Correlate line items in the Schedule of Values with other required administrative forms and schedules, including Application for Payment forms with Continuation Sheets, Submittals Schedule and CONTRACTOR'S Construction Schedule.
2. Submit the Schedule of Values to CITY'S ENGINEER at earliest possible date but no later than seven days before the date scheduled for submittal of initial Applications for Payment.
3. Subschedules: Where the Work is separated into phases requiring separately phased payments, provide subschedules showing values correlated with each phase of payment.

B. Format and Content: Use the Bid Schedule as a guide to establish line items for the Schedule of Values on Lump Sum Item Contracts. Provide at least one line item for each Specification Section.

1. Identification: Include the following Project identification on the Schedule of Values or unit price pay item Bid Schedule, whichever is applicable, that accompanies the Pay Application:

   a. Project name and location & Purchase Order Number
   b. Name of CITY project manager.
   c. CITY's project number.
   d. CONTRACTOR's name and address.
   e. Date of submittal.

2. Submit draft of AIA Document G703 Continuation Sheets.
3. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Pay Applications and progress reports. Coordinate with the Project Bid Schedule. Provide several line items for principal subcontract amounts, where appropriate. Include separate line

items under required principal subcontracts for operation and maintenance manuals, punch list activities, Project Record Documents, and demonstration and training.

4. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
5. Provide a separate line item in the Schedule of Values for each part of the Work where Pay Applications may include materials or equipment purchased or fabricated and stored, but not yet installed.
6. Provide separate line items in the Schedule of Values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the work.
7. Allowances: Provide a separate line item in the Schedule of Values for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.
8. Each item in the Schedule of Values and Pay Applications shall be complete and include the total cost for each item.

    a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the Schedule of Values or distributed as general overhead expense, at CONTRACTOR's option.

9. Schedule Updating: On Lump Sum Item Contracts update and resubmit the Schedule of Values before the next Pay Applications when Change Orders or Construction Change Directives result in a change in the Contract Sum.

1.3 PAY APPLICATIONS

A. Each Pay Application shall be consistent with previous applications and payments as certified by ENGINEER and/or CITY.

    1. CONTRACTOR to prepare Pay Application after confirming quantities or percent of work completed with CITY’s construction field representative in draft form.

B. Pay Application Work Periods: The period of construction work covered by each Application for Payment is the period indicated and agreed to on the Pay Application.

C. Pay Application Submittal Times: Progress payments shall be submitted to CITY on average at one per thirty day period.

D. Pay Application Forms:Use AIA Document G702/CMa and AIA Document G703 Continuation Sheets or equivalents as form for Applications for Payment.

E. Application Preparation: A company logo should be at the top. Complete every entry on form. Place the CITY Purchase Order number on the form near the top. Notarize and execute by a person authorized to sign legal documents on behalf of CONTRACTOR. CITY will return incomplete applications without action.

1. Entries shall match data on the Bid Schedule and Construction Schedule and if it is a Lump Sum Item Contract, the Schedule of Values. Provide updated schedules if revisions were made.
2. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.

F. Transmittal: Submit two (2) signed and notarized original copies of each Pay Application to CITY by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments if required.

1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application to include CITY's Minority and Women Owned Business Enterprise Usage form with each application.

G. Waivers of Mechanic's Lien: With each Pay Application, submit waivers of mechanic's lien if applicable from every entity lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment, if requested by CITY.

1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage on each item.
2. When an application shows completion of an item, submit final or full waivers.
3. CITY reserves the right to designate which entities involved in the Work must submit waivers.
4. Waiver Forms: Submit waivers of lien on forms, executed in a manner acceptable to CITY.

H. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Pay Application include the following if applicable to the work:

1. List of SUBCONTRACTORs.
2. Schedule of Values (If Lump Sum Item Contract).
3. CONTRACTOR's Construction Schedule (preliminary if not final).
4. Bid Schedule of unit prices.
5. Submittals Schedule (preliminary if not final).
6. List of CONTRACTOR's principal consultants.
7. Copies of building permits.
8. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.

9. Initial progress report.

I. Pay Application at Substantial Completion: After issuing the Certificate of Substantial Completion, submit a Pay Application showing 100 percent completion for portion of the Work claimed as substantially complete.

1. Include documentation supporting that the Work is substantially complete.
2. This application shall reflect Certificates of Partial Substantial Completion issued previously for CITY occupancy of designated portions of the Work.

J. Final Pay Application: Submit final Pay Application in accordance with the requirements of the General Conditions, and may also include the following:

1. Updated final statement, accounting for final changes to the Contract Sum.
2. Evidence that claims have been settled.
3. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when CITY took possession of and assumed responsibility for corresponding elements of the Work.
4. Final, liquidated damages settlement statement.

PART 2 – PRODUCTS
(Not Applicable, See General Conditions)

PART 3 – EXECUTION
(Not Applicable, See General Conditions)

END OF SECTION

SECTION 01040
COORDINATION

PART 1 – GENERAL

1.1 PROJECT COORDINATION

A. The CONTRACTOR shall provide for the complete coordination of the construction efforts. This shall include, but not necessarily be limited to, coordination of the following:

1. The work of subcontractors.
2. The flow of material and equipment from suppliers.
3. Interrelated work with public utilities companies.
4. The effort of independent testing agencies.

1.2 DEWATERING AND INSPECTION SURVEY/PLAN

A. Prior to starting fieldwork and within seven calendar days after the Notice to Proceed date, the CONTRACTOR'S Project Coordinator shall provide the City's Project Manager with the Inspection/Survey Plan. The CONTRACTOR shall coordinate his field activities with the City's Project Manager to ensure efficient and coordinated progress.

1.3 REFERENCE

PART 2 – PRODUCTS
(Not Applicable, See General Conditions)

PART 3 – EXECUTION
(Not Applicable, See General Conditions)

END OF SECTION

SECTION 01045
CUTTING AND PATCHING

PART 1 – GENERAL

1.1 DESCRIPTION OF WORK

A. This Section establishes general requirements pertaining to cutting (including excavating), fitting, and patching of the Work required to:

1. Make the several parts fit properly.
2. Uncover Work to provide for installation.
3. Remove and replace Work not conforming to requirements of the Contract Documents.
4. Rework existing items to provide for new construction.

1.2 QUALITY ASSURANCE

A. Perform all cutting and patching in strict accordance with pertinent requirements of these Specifications and, in the event no such requirements are determined, in conformance with the ENGINEER'S written direction.

B. Codes and standards for work of this Section shall be the same as for the pertinent sections of this Specification.

1.3 SUBMITTALS

A. Request for ENGINEER'S Consent

1. Prior to cutting any item which affects structural safety, submit written request to the ENGINEER for permission to proceed with cutting.
2. Should conditions of the Work, or schedule, indicate a required change of materials or methods for cutting and patching, so notify the ENGINEER and secure his written permission prior to proceeding.

B. Notice to the ENGINEER.

1. Submit written notice to the ENGINEER designating time the Work will be uncovered to provide for the Engineer's observation.

PART 2 – PRODUCTS

2.1 MATERIALS

A. Materials used in the replacement of existing work and the construction of work in conjunction with cutting and patching shall be new unless prior approval from the ENGINEER has been obtained to re-use existing materials.

2.2 FABRICATION

A. The materials and methods used in the fabrication of items required under this Section shall comply with the individual sections of this Specification that have to do with new construction.

PART 3 – EXECUTION

3.1 CONDITIONS

A. Examination

1. Examine existing conditions, including elements subject to movement or damage during cutting, excavating, backfilling, and patching.
2. After uncovering the Work, inspect conditions affecting installation of the new Work.

B. Discrepancies

1. If uncovered conditions are not as anticipated, immediately notify the ENGINEER and secure needed directions.
2. Do not proceed in areas of discrepancy until all such discrepancies have been fully resolved.

3.2 PREPARATION PRIOR TO CUTTING

A. Provide all required protection including, but not necessarily limited to, shoring, bracing, and support to maintain structural integrity of the Work.

3.3 PERFORMANCE

A. Perform all required excavating and backfilling as required under pertinent Sections of these Specifications. Perform cutting and demolition by methods which will prevent damage to other portions of the Work and will provide proper surfaces to receive installation or repair and new work. Perform fitting and adjustment of products to provide finished installation complying with the specified tolerances and finishes.

END OF SECTION

SECTION 01050
FIELD ENGINEERING

PART 1 – GENERAL

1.1 SECTION INCLUDES

A. Provide field engineering service for project as indicated on Drawings and specified in this Section.

1.2 QUALIFICATIONS OF SURVEYOR OR ENGINEER

A. Florida Registered Engineer or Land Surveyor.

1.3 SURVEY REFERENCE POINTS

A. Existing basic horizontal and vertical control points are designated on Drawings. All elevations are referred to NGVD 1988. Establish all vertical and horizontal controls required for construction.

B. Locate and protect control points prior to starting site work, and preserve permanent reference points during construction.

1. Make no changes or relocations of such points without prior written notice to ENGINEER.
2. Report to ENGINEER when any reference point is lost or destroyed, or requires relocation because of necessary changes in grades or locations.
3. Require surveyor to replace control points which may be lost or destroyed. Establish replacements based on original survey control.
4. ENGINEER will identify existing control points and properly line corner stakes indicated on Drawings, as required.

1.4 PROJECT SURVEY REQUIREMENTS

A. Establish a minimum of two (2) permanent bench marks on the project site, all referenced to data established by survey control points. Record locations, with horizontal and vertical data, on Project Record Documents.

B. Establish lines and levels, locate and lay out, by instrument and similar appropriate means.

1. Site improvements.
2. Building foundation, column locations, floor levels and roof levels.
3. Controlling lines and levels required for mechanical and electrical trades.

C. Verify layouts by same methods from time to time.

1.5 RECORDS

A. Maintain a complete, accurate log of control and survey work as it progresses.

B. On completion of foundations and major site improvements, prepare a certified survey showing finished dimensions, locations, angles and elevations of construction.

1.6 SUBMITTALS

A. Submit name and address of surveyor or professional engineer to ENGINEER.

B. On request of ENGINEER, submit documentation to verify accuracy of field survey work.

C. Submit certificate signed and sealed by a State of Florida Registered Engineer or Land Surveyor certifying that elevations and locations of improvements are in conformance with Contract Documents.

PART 2 – PRODUCTS

(Not Applicable, See General Conditions**)**

PART 3 – EXECUTION

(Not Applicable, See General Conditions**)**

END OF SECTION

SECTION 01065
PERMITS AND FEES

PART 1 – GENERAL

1.1 DESCRIPTION

A. Scope of Work: Obtain and pay for all permits and licenses including, but not limited to, all construction and Right-of-Way utilization permits.

B. Permits by CONTRACTOR: CONTRACTOR will apply for and CITY will pay for the following permits:

Florida Department of Environmental Protection Construction Permit (NPDES)

C. Permits by CONTRACTOR: CONTRACTOR will apply for and CONTRACTOR will pay for the following permits:

(Not Applicable)

D. Permits by OWNER: The CITY has applied and paid for the following permits:

Florida Department of Environmental Protection Construction Permit (NPDES)
City of Venice Site Plan

E. Copies of the permits obtained by the OWNER are attached as an Appendix or will be distributed at the Pre-Construction Conference.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01070
CODES, ABBREVIATIONS AND SYMBOLS

PART 1 – GENERAL

1.1 DEFINITIONS

A. When words which have a well-known technical or trade meaning are used to describe work, materials or equipment such words shall be interpreted in accordance with such meaning unless a specific definition is included in the Contract Documents.

1.2 CODES, STANDARDS AND REGULATORY REQUIREMENTS

A. This project has been designed in conformance with the requirements of the Florida Department of Environmental Protection and The City of Venice.

B. Materials and workmanship shall conform to the requirements of the applicable codes and regulations.

1.3 ABBREVIATIONS AND SYMBOLS

A. The following is a partial listing of abbreviations and symbols employed in the Contract Documents to identify publications, standards and reference specifications:

AA	Aluminum Association, Inc. 900 19th Street N.W. Suite 300 Washington, D.C. 20006
AAMA	American Architectural Manufacturers' Association 1540 East Dundee Road Suite 310 Palatine, Illinois 60067
AASHTO	American Association of State Highway and Transportation Officials 2700 River Road Des Plaines, Illinois 60018
ACI	American Concrete Institute Post Office Box 19150 Detroit, Michigan 48219-0150

AISC	American Institute of Steel Construction, Inc. One East Wacker Drive Suite 3100 Chicago, Illinois 60601-2001
AISI	American Iron and Steel Institute 1101 17th Street N.W. Suite 1300 Washington, D.C. 20005-2701
ANSI	American National Standards Institute, Inc. 1430 Broadway New York, New York 10018
ASME	American Society of Mechanical Engineers United Engineering Center 345 East 47th Street New York, New York 10017
ASTM	American Society for Testing and Materials 1916 Race Street Philadelphia, Pennsylvania 19103
AWS	American Welding Society, Inc. 550 N.W. 42nd Avenue Post Office Box 351040 Miami, Florida 33126
AWWA	American Water Works Association 6666 West Quincy Avenue Denver, Colorado 80235
CPSC	U.S. Consumer Product Safety Commission 5401 Westbard Avenue Room 700 Washington D.C. 20816
CS	Commercial Standards and National Bureau of Standards Superintendent of Documents United States Government Printing Office Washington, D.C. 20234

FM	Factory Mutual Research Corp. 1151 Boston Providence Turnpike Norwood, Massachusetts 02062-9102
FS	Federal Specifications Superintendent of Documents Government Printing Office Washington, D.C. 20234
NCMA	National Concrete Masonry Association 2302 Horse Pen Road Post Office Box 781 Herndon, Virginia 22071-3406
NFiPA	National Fire Protection Association 1 Batterymarch Park Post Office Box 9101 Quincy, Massachusetts 02269
NSF	National Sanitation Foundation 3475 Plymouth Road Post Office Box 1468 Ann Arbor, Michigan 48106
PCA	Portland Cement Association 5420 Old Orchard Road Skokie, Illinois 60077
PCI	Precast Prestressed Concrete Institute 175 W. Jackson Boulevard Chicago, Illinois 60604-9773
PS	Product Standards National Institute of Standards and Technology (Department of Commerce) Standards Management Program A625 Administration Gaithersburg, Maryland 20899
RCSC	Research Council on Structural Connections c/o Stanley D. Lindsey & Associates, Ltd. 2244 Metro Center Boulevard Suite 208 Nashville, Tennessee 37228-1320

SSPC	Steel Structures Painting Council 4400 Fifth Avenue Pittsburgh, Pennsylvania 15213
UL	Underwriters Laboratories, Inc. 333 Pfingsten Road Northbrook, Illinois 60062

1.4 CODES AND GOVERNMENTAL DEPARTMENTS

ANSI/NFiPA-101	Life Safety Code
ARM	(Florida) Accessibility Requirements Manual
CFR	Code of Federal Regulations
DEP	Department of Environmental Protection (Florida)
EPA	Environmental Protection Agency
FAC	Florida Administrative Code
NEC	National Electric Code (Published by NFiPA)
OSHA	Occupational Safety and Health Act

The following are all part of: Southern Building Code Congress International, Inc. (SBCCI)
900 Montclair Road
Birmingham, Alabama 35213-1206

SBC	Standard Building Code
SFPC	Standard Fire Prevention Code
SGC	Standard Gas Code
SMC	Standard Mechanical Code
SPC	Standard Plumbing Code

PART 2 – PRODUCTS
(Not Applicable, See General Conditions)

PART 3 – EXECUTION
(Not Applicable, See General Conditions)

END OF SECTION

SECTION 01200
PROJECT MEETINGS AND VIDEO

PART 1 – GENERAL REQUIREMENTS

1.1 SUMMARY

A. This Section sets for the requirements and responsibilities for conducting project meetings and videoing the project area to document the pre-construction conditions.

B. CITY and CONTRACTOR working together shall be responsible for coordinating and conducting the pre-construction, construction progress and special event meetings and distributing written notice of each meeting not less than four days in advance of the meeting date.

1.2 REFERENCE

A. Section 01390: Color Audio-Video Pre-Construction Record.

1.3 PRE-CONSTRUCTION CONFERENCE

A. A pre-construction conference will be held prior to beginning any work under the Contract. CITY will schedule the conference in consultation with CONTRACTOR.

B. CONTRACTOR shall be ready to submit his anticipated progress schedule detailing critical elements of the work, a preliminary schedule of shop drawing submissions, and a preliminary schedule of values if the project was bid as Lump Sum Item Contract.

C. The pre-construction conference will invite representatives of CITY/ ENGINEER, utility companies who will be affected by the work, and such of CONTRACTOR'S subcontractors as he wishes to attend.

1.4 PROGRESS MEETINGS

A. Regular progress meetings to be scheduled by CITY shall be held during the construction period at which the CONTRACTOR shall submit any updated progress schedules, discuss significant events that have or will affect the progress and discuss the work to occur in the upcoming work period.

1.5 PROJECT VIDEO

A. Video all improvements within and adjacent to the project rights of way as well as all line work, water, sanitary sewer, drainage, etc. CONTRACTOR shall make

provisions at his expense for DVD video of all line work just prior to construction, and during construction. The video will show pertinent physical features along the line of construction including significant trees and buildings. The purpose of the video is to determine any damage to private or public property during construction. For some projects, such as parking lots, building structures, water, wastewater facilities, etc., a combination of photographs and DVD video will be required. A copy of the video and photographs shall be provided to the CITY.

PART 2 – PRODUCTS
(Not Applicable, See General Conditions)

PART 3 – EXECUTION
(Not Applicable, See General Conditions)

END OF SECTION

SECTION 01300
SUBMITTALS

PART 1 – GENERAL REQUIREMENTS

1.1 SUMMARY

A. This Section sets forth the general requirements for various types of submittals including but not necessarily limited to shop drawings, product data, samples and miscellaneous work. The CITY's review is for general conformance with the design concept and Contract Documents.

1.2 REFERENCE

A. Section 01200: Project Meetings and Video

B. Section 01340: Shop Drawing Procedures

1.3 SUBMITTALS

A. Submittals shall be clear and legible, printed or typed. Submittals received that are not so, shall be returned to be resubmitted when in legible form. Each item of submittal shall be submitted to the CITY for review and acceptance a minimum of five (5) days prior to construction

1. Shop drawings include custom-prepared data of all forms including drawings, diagrams, performance curves, data sheets, schedules, templates, patterns reports, calculations, instructions, measurements and similar information not in standard printed form applicable to other projects.

2. Product data includes standard printed information on materials, products and systems, not custom-prepared for this project, other than the designation of selections from available choices.

3. Samples include both fabricated and not fabricated physical examples of materials, products and work: both as complete units and as smaller portions of units of work, either for limited visual inspection or (where indicated) for more detailed testing and analysis.

4. Miscellaneous submittals related directly to the work (non-administrative) include warranties, guarantees, maintenance agreements, workmanship bonds, project photographs/videos, survey data and reports, physical work records, statements of applicability, quality testing and certifying reports, copies of industry standards, record drawings, operating and maintenance

materials, overrun stock, security/protection/safety keys and similar information, devices and materials applicable to the work and not defined as shop drawings, product data or samples.

5. Six (6) copies of each Shop Drawing shall be submitted with (4 copies returned) unless otherwise approved.

1.4 GENERAL SUBMITTAL REQUIREMENTS

A. Coordination and Sequencing: Coordinate the preparation and processing of submittals with the performance of the work so that work will not be delayed by submittals. Coordinate and sequence different categories of submittals for the same work, and for interfacing units of work, so that one will not be delayed for coordination with another. No extension of time will be allowed because of failure to properly coordinate and sequence submittals. Do not proceed with purchasing, fabrication and delivery of work related to a submittal until submittal procedure has been successfully completed.

B. Preparation of Submittals: Provide permanent marking on each submittal to identify it by project, date, CONTRACTOR, sub-CONTRACTOR, submittal name and similar information to distinguish it from other submittals. Show CONTRACTOR's approval marking and provide space for review marking by CITY's Representative. This will reduce the time required to re-stamp each shop drawing with the review stamp of the CITY. Package each submittal appropriately for transmittal and handling. Submittals that are received directly from sources other than through the CONTRACTOR's office will be returned without review. The following statement will be considered having been attached to each shop drawing even though the statement has not been physically placed on the shop drawing:

> Engineer's review is for general conformance of the design concept and contract documents. Markings or comments shall not be construed as relieving the CONTRACTOR from compliance with the project drawings and specifications nor departures. The CONTRACTOR remains responsible for details and accuracy, for confirming and correlating all quantities and dimensions, for selecting fabrication processes, for techniques of assembly, and for performing his work in a safe manner. CITY OF VENICE
>
> BY_____DATE:_____
>
> Circle: No exceptions taken Rejected Note Markings
>
> Comments Attached Resubmit with Modifications

Approved shop drawings will have the CITY's Engineer of Record signature. For shop drawings approved with comments, there will only be initials with the reviewer's comments: "Approved with

following Comments: (List___)". Should a supplier demand more formal approval of shop drawings, the CONTRACTOR can request the traditional shop drawing approvals which will include a red stamped statement on each sheet which includes limitations of responsibility.

PART 2 – PRODUCTS
(Not Applicable, See General Conditions)

PART 3 – EXECUTION
(Not Applicable, See General Conditions)

END OF SECTION

SECTION 01340
SHOP DRAWING PROCEDURES

PART 1 – GENERAL REQUIREMENTS

1.1 SUMMARY

A. Shop Drawing procedures shall conform to the general requirements of Section 01300: Submittals, and as described in this Section.

PART 2 – PRODUCTS

A. CONTRACTOR shall initially submit to CITY a minimum of six (6) copies of all submittals that are on 11-inch by 17-inch or smaller sheets (no less than 8 1/2-inch x 11-inch).

PART 3 – EXECUTION

A. Shop Drawings shall be submitted to CITY as directed at the Pre-construction meeting.

B. A letter of transmittal shall accompany each submittal. If data for more than one Section of the Specifications is submitted, a separate transmittal letter shall accompany the data submitted for each Section.

C. At the beginning of each letter of transmittal, provide a reference heading indicating the following:

1. CITY and Department
2. Project Name
3. Contract Number & Project Number
4. Transmittal Number
5. Section Number

D. If a Shop Drawing deviates from the requirements of the Contract Documents, CONTRACTOR shall specifically note each variation in his letter of transmittal.

E. All Shop Drawings submitted for approval shall have a title block with complete identifying information satisfactory to CITY.

F. All Shop Drawings submitted shall bear the stamp of approval and signature of CONTRACTOR as evidence that they have been reviewed by CONTRACTOR. Submittals without this stamp of approval will not be reviewed by CITY and will be returned to CONTRACTOR. CONTRACTOR'S stamp shall contain the following minimum information:

Project No./ Project Name: EDMONDSON ROAD MULTI-USE TRAIL PROJECT
CITY OF VENICE

CONTRACTOR'S Name: _____

Date: _____

----------Reference----------

Item: _____

Specifications: _____

Section: _____

Page No.: _____

Paragraph No.: _____

Drawing No.: _____ of _____

Location: _____

Submittal No.: _____

Approved By: _____

G. A number shall be assigned to each submittal by CONTRACTOR starting with No. 1 and thence numbered consecutively. Re-submittals shall be identified by the original submittal number followed by the suffix "A" for the first re-submittal, the suffix "B" for the second re-submittal, etc.

H. After CITY and/or Engineer of Record completes the review, the Shop Drawings will be marked with one of the following notations:

1. Approved
2. Approved as Corrected
3. Revise and Resubmit
4. Not Approved

I. If a submittal is acceptable, it will be marked "Approved" or "Approved as Corrected". Four (4) prints or copies of the submittal will be returned to CONTRACTOR.

J. Upon return of a submittal marked "Approved" or "Approved as Corrected", CONTRACTOR may order, ship or fabricate the materials included on the submittal, provided it is in accordance with the corrections indicated.

K. If a Shop Drawing marked "Approved as Corrected" has extensive corrections or corrections affecting other drawings or Work, CITY may require that CONTRACTOR make the corrections indicated thereon and resubmit the Shop Drawings for record purposes. Such drawings will have the notation, "Approved as Corrected - Resubmit."

L. If a submittal is unacceptable, four (4) copies will be returned to CONTRACTOR with one of the following notations:

1. "Revise and Resubmit"
2. "Not Approved"

M. Upon return of a submittal marked "Revise and Resubmit", CONTRACTOR shall make the corrections indicated and repeat the initial approval procedure. The "Not Approved" notation is used to indicate material or equipment that is not acceptable. Upon return of a submittal so marked, CONTRACTOR shall repeat the initial approval procedure utilizing acceptable material or equipment.

N. Any related Work performed or equipment installed without an "Approved" or "Approved as Corrected" Shop Drawing will be at the sole responsibility of the CONTRACTOR.

O. Shop Drawings shall be submitted well in advance of the need for the material or equipment for construction and with ample allowance for the time required to make delivery of material or equipment after data covering such is approved. CONTRACTOR shall assume the risk for all materials or equipment which are fabricated or delivered prior to the approval of Shop Drawings. Materials or equipment will not be included in periodic progress payments until approval thereof has been obtained in the specified manner.

P. CITY will review and process all submittals promptly, but a reasonable time should be allowed for this, for the Shop Drawings being revised and resubmitted, and for time required to return the approved Shop Drawings to CONTRACTOR.

Q. It is CONTRACTOR'S responsibility to review submittals made by his suppliers and SUBCONTRACTORs before transmitting them to CITY to assure proper coordination of the Work and to determine that each submittal is in accordance with his desires and that there is sufficient information about materials and equipment for CITY and/or Engineer of Record to determine compliance with the Contract Documents. Incomplete or inadequate submittals will be returned for revision without review.

R. CONTRACTOR shall furnish required submittals with complete information and accuracy in order to achieve required approval of an item within three submittals. All costs to CITY involved with subsequent submittals of Shop Drawings, Samples or other items requiring approval, will be back charged to CONTRACTOR at the rate of 3.0 times direct technical labor cost, by deducting such costs from payments due CONTRACTOR for Work completed. In the event that CONTRACTOR requests a substitution for a previously approved item, all of CITY costs in the reviewing and approval of the substitution will be back charged to CONTRACTOR unless the need for such substitution is beyond the control of CONTRACTOR.

S. Close-out Submittals: Refer to General Conditions and Section 01700: Substantial Completion Review, for related requirements on the submittal of closeout information, materials, tools, and similar items.

END OF SECTION

SECTION 01390
COLOR AUDIO-VIDEO PRE-CONSTRUCTION RECORD

PART 1 – GENERAL

1.1 DESCRIPTION

A. Scope of Work: Prior to commencing the Work, the CONTRACTOR shall have a continuous color audio-video digital recording taken (1) along the entire length of the Project to serve as a record of pre-construction conditions.

1.2 APPROVAL

A. No construction shall begin prior to review and approval of the audio-video DVD recording covering the Project by the CITY. The CITY shall have the authority to reject all or any portion of the audio-video DVD recordings not conforming to specifications and order that it be redone at no additional charge.

B. The CONTRACTOR shall reschedule unacceptable coverage within five (5) days after being notified. The CITY shall designate those areas, if any, to be omitted from or added to the audio-video coverage.

C. The DVD recordings shall not be made more than thirty (30) days prior to construction in any area. All DVD's and written records shall become property of the CITY.

1.3 PROFESSIONAL VIDEOGRAPHERS

A. The CONTRACTOR shall engage the services of a professional videographer. The color audio-video recording shall be prepared by a responsible commercial firm known to be skilled and regularly engaged in the business of pre-construction color audio-video documentation.

B. The videographer shall furnish to the CITY, a list of all equipment to be used for the audio-video recording, i.e., manufacturer's name, model number, specifications and other pertinent information.

C. The videographer shall furnish the CITY with additional information including the names and addresses of two references that the videographer has performed color audio-video recordings for projects of a similar nature within the last twelve (12) months.

PART 2 – PRODUCTS

2.1 DVD's: Audio-video DVD's shall be new. The DVD used for the recordings shall be professional quality 12 cm color DVD media that conforms to either DVD-R or DVD+R

recording standards using high quality DVD video and audio bitrates. Reprocessed disks will not be acceptable. The recorded DVD's shall be compatible for playback with any standard DVD-R or DVD+R player.

PART 3 – EXECUTION

3.1 EQUIPMENT

A. All equipment, accessories, materials, and labor to perform this service shall be furnished by the CONTRACTOR or professional videographer.

B. The total audio-video recording system and the procedures employed in its use shall be such as to produce a finished product that will fulfill the technical requirements of the Project as well as those more subjective requirements of high quality audio and video production. The video portion of the recording shall reproduce bright, sharp, clear pictures with accurate colors and shall be free from distortion, or any other form of picture imperfection. The audio portion of the recording shall reproduce the commentary of the camera operator with proper volume, clarity and be free from distortion.

C. When conventional wheeled vehicles are used, the distance from the camera lens to the ground shall not be more than ten feet (10'). In some instances, audio-video recording coverage may be required in areas not accessible by conventional wheeled vehicles. Such coverage shall be obtained by walking or special conveyance approved by the CITY.

D. The color video camera used in the recording system shall record the color signal with a minimum horizontal resolution of 350 lines, a luminence signal to noise ratio of 45 dB, and a minimum illumination requirement of 25-foot candles.

3.2 RECORDED INFORMATION - AUDIO

A. Each DVD shall begin with the current date, project name and be followed by the general location, i.e., viewing side and direction of progress. The audio tract shall consist of an original live recording. The recording shall contain the narrative commentary of the videographer, recorded simultaneously with its fixed elevation video record of the zone of influence of construction.

B. The CITY reserves the right to supplement the audio portion of the recording as deemed necessary. A representative of the CITY shall be selected to provide such narrative.

3.3 RECORDED INFORMATION - VIDEO

A. All video recordings shall, by electronic means, display on the screen the time of day, the month, day and year of the recording. This time and date information must be continuously and simultaneously generated with the actual recording.

B. All DVD's and their storage cases shall be identified by DVD index number, project title, and general project location. Each DVD shall have a log of that recording's contents displayed on the storage case of each DVD. The log shall describe the various segments of coverage contained on that DVD in terms of the names of streets or easements, coverage beginning and end, directions of coverage, video unit counter numbers, engineering stationing numbers and the date.

3.4 LIGHTING

A. All recordings shall be done during times of good visibility. No recording shall be done during precipitation, mist or fog. The recording shall only be done when sufficient sunlight is present to properly illuminate the subjects of recording and to produce bright, sharp video recordings of those subjects.

3.5 SPEED OF TRAVEL

A. The rate of speed in the general direction of travel of the vehicle used during taping shall not exceed 440 feet per minute (5 mph). Panning, zoom-in and zoom-out rates shall be sufficiently controlled to maintain a clear view of the object.

3.6 AREA OF COVERAGE

A. Recordings shall include all surface features located within the zone of influence of construction supported by appropriate audio coverage. Such coverage shall include, but not be limited to, existing driveways, sidewalks, curbs, pavements, ditches, mailboxes, landscaping, culverts, buildings, vaults, concrete pads, fences, signs, and headwalls within the area covered.

END OF SECTION

SECTION 01400
QUALITY CONTROL

PART 1 – GENERAL

1.1 TESTING LABORATORY SERVICES

A. Arrangements for testing laboratory services will be made by OWNER. Payment for testing to show compliance with specified requirements will be paid for by OWNER. The cost of retesting when materials and workmanship fail to meet specified requirements will be deducted from monies due CONTRACTOR.

1.2 LABORATORY STANDARDS

A. Testing laboratories shall conform to the applicable requirements of ASTM E329-77 (Latest Edition) STANDARD RECOMMENDED PRACTICE FOR INSPECTION AND TESTING AGENCIES FOR CONCRETE, STEEL AND BITUMINOUS MATERIALS AS USED IN CONSTRUCTION and shall be inspected and approved by the ELF/FC&PA Joint Technical Committee, Inc., or by an equivalent recognized national authority.

B. Agents of testing laboratories performing field sampling and field testing of concrete shall be certified by the American Concrete Institute as Concrete Field Testing Technicians Grade 1 or by an equivalent recognized national authority for an equivalent level of competence, or shall be licensed Professional Engineers.

1.3 ACCESS FOR INSPECTION

A. OWNER, ENGINEER and their authorized representatives shall be permitted free access and every reasonable facility for the inspection of all Work, materials and equipment. OWNER and his authorized representatives shall also be permitted to inspect payrolls, invoices for materials and equipment. OWNER and his authorized representatives shall also be permitted to inspect payrolls, invoices for materials and equipment and other relevant data and records.

B. Authorized representatives of Federal, State or local agencies shall be permitted access to inspect for compliance with applicable laws, regulations and permit requirements.

PART 2 – PRODUCTS
(Not Applicable, See General Conditions)

PART 3 – EXECUTION
(Not Applicable, See General Conditions)

END OF SECTION

SECTION 01500
TEMPORARY FACILITIES AND CONTROLS

PART 1 – GENERAL REQUIREMENTS

1.1 SUMMARY

A. This section specifies the minimum requirements for temporary utility facilities to be brought to the site, and the control required to enable the construction of the project to progress adequately. The providing of adequate facilities at every stage of performing the work is the CONTRACTOR's sole responsibility, and is not limited by the requirements hereof.

B. Except as otherwise indicated, the CONTRACTOR may, at his option, provide stand-alone utility plants to provide needed services, in lieu of connected services from available public utilities. The cost of providing and using temporary utility service shall be included in the unit cost of the items listed in the Bid Schedule since no separate payment will be made.

C. The types of utility service facilities required for temporary use at the project site include: Sanitary sewer and stormwater drainage/run-off control facilities. Other specific services may be required for prosecution of the work.

1.2 QUALITY ASSURANCE

A. Regulations: Comply with governing regulations and utility company regulations and recommendations for the construction of temporary utility services; including (but not necessarily limited to); code compliance, permits, inspections, testing, and health and safety compliance.

B. Comply with pollution and environmental protection regulations for the use of water and other services, and for the discharge of wastes and stormwater drainage from the project site. Comply with whatever "Environmental Impact" commitments may have been made by the CITY or previous owner's of the site in securing approval to proceed with the construction of the project.

C. Standards: Comply with the "Manual of Accident Prevention in Construction" by AGC or other similar accident prevention organization.

PART 2 – PRODUCTS
(Not Applicable, See General Conditions)

PART 3 – EXECUTION

3.1 OPERATIONS

A. The CONTRACTOR shall provide adequate signs, barricades, flashing lights, flagmen and watchmen and take all necessary precautions for the protection of the work and the safety of the public. Traffic control warning signs and barricades shall be in strict accordance with the provisions of the Florida Department of Transportation, Manual on Traffic Control and Safe Practices for Street and Highway Construction, Maintenance and Utility operations, latest revision. All barricades and obstructions shall be protected at night by flashing signal lights which shall be kept burning from sunset to sunrise. Barricades shall be of substantial construction and suitable for night visibility. Suitable warning signs shall be so placed and illuminated at night as to show in advance where construction, barricades, or detours exist.

B. The CONTRACTOR shall at all times so conduct his work as to insure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the work, and to insure the protection of persons and property, in a manner satisfactory to the CITY. No road or street shall be closed to the public, except with the prior permission of the CITY and proper governmental authority. (Contact the CITY to complete special form so adequate public announcement can occur.) Fire hydrants on or adjacent to the work shall be kept accessible to fire-fighting equipment at all times. Temporary provisions shall be made by the CONTRACTOR to insure that sidewalks are usable and A.D.A compliant and that all gutters, sewer inlets, drainage ditches, and irrigation ditches are properly functioning.

C. The CONTRACTOR shall provide adequate drainage facilities, tie-downs, or other preventative measures for the work, throughout the Contract period, for the protection, of his, the CITY's and other properties from damage that occurs from severe weather. **WHENEVER THE AREA IS IN A SPECIAL WEATHER ALERT, THE CONTRACTOR IS HEREBY REQUIRED TO MAKE HIS WORK SITE AS SAFE AS POSSIBLE AND THIS MAY MEAN FILLING THE EXCAVATION AND REMOVING ALL EQUIPMENT, ALL AT NO EXTRA COST TO THE CITY. THE CONTINUED USE OF BARRICADES DURING EXCESSIVE WINDS SHOULD BE AVOIDED IF POSSIBLE BY INSTALLING IN THE GROUND SIGNS TO WARN OF THE EXISTENCE OF A CONSTRUCTION SITE THAT LACKS BARRICADES.**

END OF SECTION

SECTION 01640
SUBSTITUTIONS AND PRODUCT OPTIONS

PART 1 – GENERAL REQUIREMENTS

1.1 REQUESTS FOR REVIEW

A. Requests to review substitute items of material and equipment will not be accepted by the ENGINEER from anyone other than the CONTRACTOR. If the CONTRACTOR wishes to furnish or use a substitute or equivalent items of material or equipment, the CONTRACTOR shall make written application to the ENGINEER for acceptance, certifying that the proposed substitute will perform adequately the functions called for by the general design, be similar and of equivalent substance to that specified and be suited to the same use and capable of performing the same function as that specified. The application will state whether or not acceptance of the substitute for use in the work will require a change in Drawings or Specifications to adapt the design to the substitute and whether or not incorporation or use of the substitute in connection with the work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified shall be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the ENGINEER in evaluating the proposed substitute. The ENGINEER may require the CONTRACTOR to furnish at the CONTRACTOR's expense additional data about the proposed substitute. The ENGINEER will be the sole judge of acceptability, and no substitute will be ordered or installed without the ENGINEER's prior written acceptance. The OWNER may require the CONTRACTOR to furnish at the CONTRACTOR's expense, a special performance guarantee of other surety with respect to any substitute.

1.2 SUBSTITUTION AFTER EXECUTION OF AGREEMENT

A. After execution of the Agreement, substitution of materials or equipment from Suppliers other than those listed or included in the Agreement will be considered only if it is demonstrated by CONTRACTOR that:

1. The material or equipment proposed for substitution is superior in design, construction and/or efficiency to that of the listed manufacturer or supplier;

2. The material proposed for substitution is in every way equal to that of the listed supplier, and that availability and/or delivery of listed materials within the time frame scheduled cannot be met; or

3. The material proposed for substitution is in every way equal to that of the listed supplier and is available at a lower cost. In the event such a substitution is allowed, CONTRACTOR shall accept and execute a Change Order reducing the Contract Price by an amount equal to the cost differential.

1.3 ENGINEERS' CHARGES

A. The Engineers will record time required by the ENGINEER and the ENGINEER'S consultants in evaluating substitutions proposed by the CONTRACTOR and in making changes in the Drawings or Specifications occasioned by the substitution. Whether or not the ENGINEER accepts a proposed substitute, the CONTRACTOR shall reimburse the OWNER for the charges of the ENGINEER and the ENGINEER'S consultants for evaluating any proposed substitute.

PART 2 – PRODUCTS

(Not Applicable, See General Conditions)

PART 3 – EXECUTION

(Not Applicable, See General Conditions)

END OF SECTION

SECTION 01700
SUBSTANTIAL COMPLETION REVIEW

PART 1 – GENERAL REQUIREMENTS

1.1 SUMMARY

A. The work in this section includes general requirements evidencing completion of the work in preparation for final acceptance not otherwise found in Section 01720: As-Builts/Record Documents and the General Conditions.

PART 2 – PRODUCTS
(Not Applicable, See General Conditions)

PART 3 – EXECUTION

3.1 REMOVAL OF PROTECTION

A. Except as otherwise indicated or requested by the CITY, remove temporary protection devices and facilities which were installed during the course of the work and dispose of them when no longer needed.

3.2 COMPLIANCY

A. Comply with safety and erosion control standards and governing regulations for cleaning operations. Do not burn waste materials at the site, or bury debris or excess materials on the CITY's property, or discharge volatile or other harmful or dangerous materials into drainage systems. Remove waste materials from the site and dispose of them in a timely and lawful manner.

B. Where materials of value are to become CITY property after completion of the work the CONTRACTOR shall store them as directed by the CITY.

END OF SECTION

SECTION 01710
FINAL CLEANING

PART 1 – GENERAL

1.1 DESCRIPTION OF REQUIREMENTS

A. The CONTRACTOR shall execute cleaning, during progress of the work, and at the completion of the work, as required by General Conditions.

B. Cleaning and disposal operations shall comply with codes, ordinances, regulations, and anti-pollution laws.

PART 2 – PRODUCTS

2.1 MATERIALS

A. The CONTRACTOR shall:

1. Use only those cleaning materials which will not create hazards to health or property and which will not damage surfaces.

2. Use only those cleaning materials and methods recommended by manufacturer of the surfaces recommended by manufacturer of the surface material to be cleaned.

3. Use cleaning materials only on surfaces recommended by cleaning material manufacturer.

PART 3 – EXECUTION

3.1 DURING CONSTRUCTION

A. The CONTRACTOR shall:

1. Execute periodic cleaning to keep the work, the site and adjacent properties free from accumulations of waste materials, rubbish and windblown debris, resulting from construction operations.

2. Provide on-site containers for the collection of waste materials, debris and rubbish.

3. Remove waste materials, debris and rubbish from the site periodically and dispose of at legal disposal areas away from the site.

3.2 FINAL CLEANING

A. The CONTRACTOR shall:

1. Employ skilled workmen for final cleaning.

2. Broom clean exterior paved surface; rake clean other surfaces of the grounds.

3. Prior to final completion, or OWNER occupancy, CONTRACTOR shall conduct an inspection of sight-exposed exterior surfaces, and all work areas, to verify that the entire work is clean.

END OF SECTION

SECTION 01720
AS-BUILTS / RECORD DOCUMENTS

PART 1 – GENERAL

1.1 SCOPE OF WORK

A. This Section sets forth the requirements for preparing as-built/record drawings and documents for verification of construction and archiving for future use. CONTRACTOR at his expense shall secure the services of a Florida licensed surveyor to collect data and prepare as-built/record drawings.

1.2 REFERENCE

A. The preparation work shall be in accordance with this Section and supplementary details in the City of Venice Utilities Department Standard Details, latest edition.

1.3 AS–BUILT / RECORD DRAWINGS

A. As-built/record drawings are required for all public facilities constructed. Prior to construction completion these as-built/record requirements will be reviewed to be certain the CONTRACTOR'S surveyor has a clear understanding of what is required for completion of this work.

B. As a prerequisite for monthly progress payments, the CONTRACTOR shall present the currently updated "as-built" documents for review by the CITY.

C. In order to ensure that the CITY'S project records are maintained to the highest standards and the information can easily be added to the CITY'S electronic records, the following information is required on all as-built/record drawings:

1. Pavement and curb widths shall be verified and dimensioned for each street at each block (for subdivisions) and as appropriate to confirm paving limits (on site plans).

2. All radii at intersections shall be verified and dimensioned. This information is to be clearly indicated on the as-built/record drawings.

3. Roadway elevations shall be recorded at all grade changes, 100' intervals along roadway, and other intervals as needed along all streets. Street centerline and curb invert elevations shall be recorded as noted.

4. The as-built centerline profile of all streets shall also be shown on the plan and profile so it may be compared to the design profile grade lines. In the event that the as-built centerline longitudinal grade does not meet the CITY minimum standards, additional longitudinal grades of the adjacent curbing and similar roadway cross-section surveys to verify the correct

cross slope, shall be required to verify that the system will function as originally designed.

5. Storm drainage structures shall be located and/or dimensioned from centerlines or lot lines as appropriate. Each structure shall be located by sub-meter GPS with latitude, longitude and elevation data.

6. Storm drainage pipe invert and inlet elevations shall be recorded and clearly denoted as as-built information. Design elevations shall be crossed out and as-built information written next to it.

7. Storm drainage pipe material, length, and size shall be measured and/or verified. This information is to be clearly indicated as being as-built information.

8. All applicable topographic information pertinent to the on-site drainage system, such as ditches, swales, lakes, canals, etc. that are deemed necessary by the CITY to verify the functional performance of the storm water system, shall be noted. Normally, recording elevations every 100 feet at the top of bank and toe of slope will be required. Measurements shall be taken and recorded in order to accurately tie down these features to the roadway centerlines and to plat lines. Whenever possible, contour lines shall be utilized to graphically describe these topographic features.

9. Retention areas shall have their top of bank and bottom elevations recorded. Actual measurements shall be taken and dimensions recorded of the size of all retention areas. Measurements shall be done from top of bank with side slopes indicated. Separate calculations shall be submitted to indicate required and provided retention volumes.

10. Actual materials used and elevations and dimensions of overflow weir structures and skimmers shall be noted on the as-built.

11. Storm drainage swale centerlines shall be located and elevations of flow line and top of bank shall be recorded every 100 feet. Side slopes shall also be indicated.

12. Sanitary sewer manholes shall be verified and dimensioned from street centerlines or lot lines as appropriate. All rim and invert elevations shall be verified and recorded. This information shall be clearly indicated as being as-built information. Design elevations shall be crossed out and as-built information written next to it.

13. For subdivisions, proposed design finish floor elevations shall appear on all subdivision lots on the appropriate plan and profile sheet as well as on the master drainage plan.

14. Sanitary sewer line lengths, sizes, material, slope, etc., shall be verified and recorded, this information is to be clearly indicated as being as-built information.

15. Sewer laterals shall be verified and recorded at their clean out locations, stationing and offset distances shall be measured from downstream manholes towards upstream manholes. Invert information at clean out shall be provided, and be located by sub-meter GPS with latitude, longitude and elevation data.

16. Lift stations and force mains shall be verified and dimensioned from street centerlines or lot lines as appropriate. Force main depth and location including valves will be provided and tied to permanent above grade features. Dimensional and elevation information indicated on the approved plan shall be verified and recorded. This information shall be clearly indicated as being as-built information. Buried potable water lines and electrical service lines shall be clearly dimensioned, located, and labeled. Each lift station shall be located by sub-meter GPS with latitude, longitude and elevation data provided.

17. Curb cuts or metal tabs, used to mark sewer laterals, water services and water valves, shall be verified for presence and accuracy of location.

18. Potable and reclaimed water main lines shall be dimensioned off the baseline construction. Water main line material size, length and depth placed shall be noted. Locations of valves shall also be tied to baseline construction. This information shall be clearly indicated as being as-built information.

19. Potable and reclaimed water valves, tees, bends, all services, and fire hydrants shall be located by tying them to baseline construction (Sta. & Offset). Similarly, force main valves, tees and bends shall be located in the same manner. Stationing and offset distances shall be measured from downstream manholes to upstream manholes. All valves and hydrants shall be located by sub-meter GPS with latitude, longitude and elevation data provided.

20. For perpendicular crossings of storm water, sanitary sewer, potable water, or reclaimed water, the as-built plans shall clearly indicate which utilities are located over or under other utilities, as necessary.

21. Any special features such as, concrete flumes, lake banks, walls, fencing, etc. which are a part of the approved construction drawings should also be located and dimensioned.

22. If an approved subdivision plat or site plan shows a conservation easement, the project surveyor should provide the exact location of the specimen tree(s) from the right-of-way or property lines and proposed easement boundaries on the as-built drawing. The as-built location of these trees will help verify the sufficiency of the conservation easement prior to plat recording or certificate of occupancy.

23. When storm water, potable water, reclaimed water, or sanitary sewer improvements are located within an easement, the as-built drawing will accurately depict the location of the easement itself as well as the exact locations of the improvements within the easement. This is required in order to verify that the improvements have been properly located and to ensure that future subsurface excavation to perform remedial repair can be accomplished without disturbance beyond the easement.

24. As-built drawings are to be prepared by a Florida licensed surveyor and shall include a signed certification statement by the Florida licensed engineer of record. A Mylar set of as-built record drawings shall be provided with a digital copy in a compatible AutoCAD format.

25. Elevations shall be referenced to NGVD 1988 Data. As-built survey information shall be referenced to at least two Florida State Plane east coordinates NAD 83.

26. Benchmark datum utilized monumentation from the North American Vertical Datum of 1929 with elevations adjusted to NGVD 1988 data. Any NAVD 1929 monument within the limits of construction is to be protected.

27. For as-built purposes and this specification, the 30-inch DIP force main will require standard as-built location that requires latitude and longitude but not sub-meter GPS. However, the air release vaults and valve boxes will require sub-meter GPS.

1.4 SUBMITTALS

A. CONTRACTOR shall submit each month to CITY the Project Activity Summary that shows current construction activities and a copy of notices to agencies including the CITY regarding road closures as well as a record of events that will be needed in the future.

B. CONTRACTOR shall submit to CITY as required the proposed shut-off schedule, capping, temporary service scheduling, record of notices to customers and proposed roadway closings.

C. CONTRACTOR shall submit copies of published notices.

D. CONTRACTOR shall submit Record Drawings on CD and Mylar. When the As-Builts are delivered for clearance of water lines (two paper copies), they will be scheduled for chlorination. CITY will not release the drinking water bacteriological laboratory report to the Sarasota County Health Department until the As-built information meets CITY requirements. CONTRACTOR will have 60 days from the time the bacteriological samples are collected to submit the as-built Mylar and CD to CITY. Send the two paper copies for approval before making the Mylar. If CONTRACTOR goes past the 60 days, re-chlorination will be required and pay for the bacteriological laboratory report will be required. Below are minimum detail samples of how the As-built drawing information will need to be presented.

E. These are examples of how to display and label valves, fittings, and pipes on the Drawings (include a location arrow going to the identified object):

20" GATE VALVE
STA. 22+33 (LT.55.0')
LAT. = 29°12'53.009"N
LONG. = 81°04'03.355"w
TOP ELEV. = 27.50
FINISH GROUND ELEV. = 30.50

Pipe Example:

20" DIP WATER MAIN
STA. 22+00 (RT.55.0’)
LAT. = 29°12'50.009"N
LONG. = 81°04'26.355"W
TOP OF PIPE ELEV. = 27.50
FINISH GROUND ELEV. = 30.50

(All Bench Marks used must be shown on the Drawings)

Bench Mark Example:

BM#13
STA. 20+33 (LT. 85.5’)
3/4” Iron Rod with Plastic Cap…
N = 1,774,373.4058
E = 634,602.7566
LAT. = 29°04'53.355" W
LONG. = 81°04'53.355" W
ELEV. = 32.55

PART 2 – PRODUCTS
(Not Applicable, See General Conditions)

PART 3 – EXECUTION

3.1 GENERAL

A. All drawings shall be prepared to True State Plane Coordinates. CONTRACTOR shall provide all materials, equipment, labor needed to prepare and submit accurate As-built/Record Drawings.

B. It is acceptable to CITY if the surveyor utilizes an after the fact approach to collecting and verifying the location and depth by vertical PVC pipes placed by the CONTRACTOR as markers for this purpose. The surveyor shall verify to the accuracy defined in Florida Statutes the As-built conditions and certify the Record Drawings.

C. CITY shall not be considered the best source of information for valve locations that may have been lost during final grading. The surveyor or CONTRACTOR shall excavate and properly mark all valve boxes and each valve shall have a tag or color coded to define water, sewer or reuse water valves. The use of temporary PVC pipe markers color coded is acceptable so long as cross references are provided on the Record Drawings to prevent the tops from a water valve being placed on a sewer valve.

D. THE CONTRACTOR SHALL PROVIDE THE UTILITIES DEPARTMENT ENGINEERING DIVISION THE FINAL AS-BUILT/RECORD DRAWINGS ON CD AND MYLARS. THE AS-BUILT RECORD DRAWINGS SHALL BE PREPARED USING AUTOCAD FORMAT 2010 OR LATER. IN MODEL SPACE THE DRAWING SHALL BE IN FL83-EF STATE PLANE COORDINATES AND SHALL BE ABLE TO BE INSERTED INTO THE CITY'S OVERALL GIS SYSTEM. THE RECORD DRAWINGS SHALL ALSO BE PRINTED ON MYLAR SIGNED AND SEALED AS ALLOWED BY STATE OF FLORIDA REGULATIONS. A DISCLAIMER MAY BE NOTED IN A TRANSMITTAL LETTER PLUS THE SURVEYOR MAY ADD A SPECIAL NOTICE ON EACH SHEET REGARDING THE LOCATION OF THE TRUE ORIGINAL RECORD DRAWINGS OR PLACE LIMITS ON RESPONSIBILITY SHOULD SOMEONE IN THE FUTURE NEED TO MODIFY THE MYLARS.

E. Identify the source markers for the survey used for Record Drawings.

END OF SECTION

SECTION 02489
GRASSING

PART 1 – GENERAL REQUIREMENTS

1.1 SCOPE OF WORK

A. This Section sets forth the work to establish and maintain a thriving stand of grass, as determined by the CITY, within the areas disturbed by construction operations. Disturbed areas shall be sodded unless they are indicated in the Drawings to be seeded and mulched.

1.2 REFERENCES

A. Florida Department of Transportation Standard Specifications for Road and Bridge Construction, 2000 edition, Sections 570, 575, 981, 982 and 983 deference to the CITY requirements of this Section.

1.3 SUBMITTALS

A. At the CITY's discretion the CONTRACTOR shall provide a certification of quality from the supplier that the materials are free from invasive species and noxious pests and meet or exceed the specification and referenced requirements.

1.4 JOB CONDITIONS

A. The CONTRACTOR shall have photographs of the before conditions to ensure that the grassing is properly installed to meet or exceed the pre-construction condition.

PART 2 – PRODUCTS

2.1 GRASS SOD

A. Sod shall comply with the requirements of Section 575, 981, and 983 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, 2000 edition, with the exceptions that all required water, fertilizer, slope pegging and maintenance will be included in the unit cost of the sod and the sod type shall not be limited to the three types or the CONTRACTOR's option as set forth in Sub-section 981-2.1.

B. Sod shall match the adjacent existing type or shall be Argentina Bahia if the existing sod is weedy and unidentifiable. Sod shall be installed within 5 days after cutting.

C. Sod shall be in good health, have adequate moisture at the time of delivery and installation and be free from weeds, other objectionable vegetation, fungus, insects and disease of any kind.

2.2 SEED AND MULCH

A. Seeding and mulching shall comply with the requirements of Section 570, 981, 982 and 983 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, 2000 edition with the exception that all work and the cost of all seed types, mulch, water, fertilizer will be included in the unit cost of the seed and mulch pay item.

PART 3 – EXECUTION

3.1 INSTALLATION AND MAINTENANCE

A. Seed, mulch and sod shall be placed to achieve a smooth and easily traversable finish. Portions of unhealthy sod shall be removed and replaced within 10 days of placement at no additional cost.

B. Seed, mulch and sod shall be watered as necessary to keep it alive and healthy until the CITY accepts the project. For areas of sod placed adjacent to well maintained lawns the CONTRACTOR shall see to it that the property owner is pleased with the work and that the property owner's irrigation system has not been broken. Excessive storage of sod within the street right of ways is prohibited. Each area of the project that is completed and ready for grassing acceptance should be listed in an attachment to the periodic pay estimate.

D. Fertilizer, water and/or mowing will be required for the grassed areas, as directed by the CITY, throughout the duration of the project to ensure that they are green, thriving and of good appearance on the day the CITY accepts the project. One month prior to the end of the warranty period all sod that is not fully established shall be replaced.

E. CONTRACTOR may secure a fire hydrant meter following payment of established fees to provide for a source of water. The cost of all water used by the project shall be the responsibility of the CONTRACTOR. If the CONTRACTOR fails to allow the Utility Billing personnel to record the Fire Hydrant meter volumes, the Fire Hydrant meter shall be returned immediately. <u>No partial or final project payments will be allowed if the outstanding water meter use fees are unpaid.</u>

END OF SECTION

ATTACHMENT A

GENERAL WAGE DECISION AS OF BID OPENING

General Decision Number: FL170230 01/06/2017 FL230

Superseded General Decision Number: FL20160230

State: Florida

Construction Type: Highway

County: Sarasota County in Florida.

HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.20 for calendar year 2017 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/06/2017

* SUFL2013-048 08/19/2013

	Rates	Fringes
CARPENTER, Includes Form Work....	$ 8.00	0.00
CEMENT MASON/CONCRETE FINISHER...	$ 13.37	0.00
ELECTRICIAN.....	$ 21.80	0.00
HIGHWAY/PARKING LOT STRIPING: Operator (Striping Machine).....	$ 16.79	0.00
HIGHWAY/PARKING LOT STRIPING: Painter.....	$ 12.13	0.00
INSTALLER - GUARDRAIL.....	$ 11.94	0.28
IRONWORKER, ORNAMENTAL.....	$ 13.48	0.00
IRONWORKER, REINFORCING.....	$ 16.39	0.00
IRONWORKER, STRUCTURAL.....	$ 16.42	0.00
LABORER (Traffic Control Specialist).....	$ 12.77	2.23
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and		

Distributor	$ 13.89	0.00
LABORER: Common or General	$ 11.03	0.29
LABORER: Concrete Saw (Hand Held/Walk Behind)	$ 11.71	0.00
LABORER: Flagger	$ 11.77	0.00
LABORER: Grade Checker	$ 14.56	0.00
LABORER: Mason Tender - Cement/Concrete	$ 12.93	0.00
LABORER: Pipelayer	$ 13.32	0.29
OPERATOR: Backhoe/Excavator/Trackhoe	$ 15.89	0.36
OPERATOR: Bobcat/Skid Steer/Skid Loader	$ 12.88	0.00
OPERATOR: Broom/Sweeper	$ 13.69	0.00
OPERATOR: Bulldozer	$ 16.79	0.00
OPERATOR: Concrete Finishing Machine	$ 15.44	0.00
OPERATOR: Crane	$ 21.69	0.00
OPERATOR: Curb Machine	$ 19.67	0.00
OPERATOR: Drill	$ 14.78	0.00
OPERATOR: Forklift	$ 12.58	0.00
OPERATOR: Gradall	$ 14.71	0.00
OPERATOR: Grader/Blade	$ 18.28	0.00
OPERATOR: Loader	$ 14.95	0.00
OPERATOR: Mechanic	$ 19.49	0.00
OPERATOR: Milling Machine	$ 16.09	0.00
OPERATOR: Oiler	$ 17.31	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete)	$ 18.01	0.00
OPERATOR: Piledriver	$ 17.23	0.00
OPERATOR: Post Driver (Guardrail/Fences)	$ 19.35	0.00
OPERATOR: Roller	$ 14.59	0.00
OPERATOR: Scraper	$ 11.74	0.00

OPERATOR: Screed	$ 17.05	0.00
OPERATOR: Tractor	$ 13.77	0.00
OPERATOR: Trencher	$ 16.07	0.66
PAINTER: Spray	$ 16.38	0.00
TRUCK DRIVER: Dump Truck	$ 12.85	0.00
TRUCK DRIVER: Flatbed Truck	$ 14.13	0.00
TRUCK DRIVER: Lowboy Truck	$ 18.29	0.00
TRUCK DRIVER: Slurry Truck	$ 11.96	0.00
TRUCK DRIVER: Water Truck	$ 14.88	0.00

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

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

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

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

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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

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

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

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

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

ATTACHMENT B

FHWA FORM 1273

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Nonsegregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Compliance with Governmentwide Suspension and Debarment Requirements
XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 “Contract provisions and related matters” with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

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

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

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

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

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

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

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

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

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

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term “perform work with its own organization” refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;
(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1**. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

ATTACHMENT C

Appendices A and E

Title VI Assurance – DOT 1050.2

APPENDICES A and E

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

(1.) **Compliance with Regulations:** The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

(2.) **Nondiscrimination:** The Contractor, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3.) **Solicitations for Subcontractors, including Procurements of Materials and Equipment:** In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.

(4.) **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation,* the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the *Florida Department of Transportation*, the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.

(5.) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the *Florida Department of Transportation* shall impose such contract sanctions as it or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* may determine to be appropriate, including, but not limited to:

a. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
b. cancellation, termination or suspension of the contract, in whole or in part.

(6.) **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs (1) through (7) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the *Florida Department of Transportation,* the *Federal Highway Administration, Federal Transit*

Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event a Contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the Contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

(7.) **Compliance with Nondiscrimination Statutes and Authorities**: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

ATTACHMENT D

SUBSURFACE SOIL EXPLORATION AND GEOTECHNICAL ENGINEERING EVALUTION - ARDAMAN & ASSOCIATES, INC.

SUBSURFACE SOIL EXPLORATION AND
GEOTECHNICAL ENGINEERING EVALUATION
PROPOSED EDMONDSON ROAD MULTI-USE TRAIL
EDMONDSON ROAD FROM PINEBROOK ROAD
TO NORTH AUBURN ROAD
VENICE,
SARASOTA COUNTY, FLORIDA

Ardaman & Associates, Inc.

OFFICES

FLORIDA
Orlando, 8008 S. Orange Avenue, Orlando, Florida 32809, Phone (407) 855-3860
Bartow, 1525 Centennial Drive, Bartow, Florida 33830, Phone (863) 533-0858
Cocoa, 1300 N. Cocoa Boulevard, Cocoa, Florida 32922, Phone (321) 632-2503
Fort Myers, 9970 Bavaria Road, Fort Myers, Florida 33913, Phone (239) 768-6600
Miami, 2608 W. 84th Street, Hialeah, Florida, 33016, Phone (305) 825-2683
Port St. Lucie, 460 NW Concourse Place, Unit #1, Port St. Lucie, Florida 34986-2248, Phone (772) 878-0072
Sarasota, 78 Sarasota Center Boulevard, Sarasota, Florida 34240, Phone (941) 922-3526
Tallahassee, 3175 West Tharpe Street, Tallahassee, Florida 32303, Phone (850) 576-6131
Tampa, 3925 Coconut Palm Drive, Suite 115, Tampa, Florida 33619, Phone (813) 620-3389
West Palm Beach, 2511 Westgate Avenue, Suite 10, West Palm Beach, Florida 33409, Phone (561) 687-8200

LOUISIANA
Alexandria, 3609 MacLee Drive, Alexandria, Louisiana 71302, Phone (318) 443-2888
Baton Rouge, 316 Highlandia Drive, Baton Rouge, Louisiana 70810, Phone (225) 752-4790
Monroe, 1122 Hayes Street, Monroe, Louisiana 71292, Phone (318) 387-4103
New Orleans, 1305 Distributors Row, Suite 1, Jefferson, Louisiana 70123, Phone (504) 835-2593
Shreveport, 7222 Greenwood Road, Shreveport, Louisiana 71119, Phone (318) 636-3723

MEMBERS:
A.S.F.E.
American Concrete Institute
American Society for Testing and Materials
Florida Institute of Consulting Engineers

Ardaman & Associates, Inc.

Geotechnical, Environmental and
Materials Consultants

February 13, 2017
File No. 17-7029

TO: City of Venice Engineering Department
401 West Venice Avenue
Venice, Florida 34285

Attention: Mr. James R. Clinch, P.E.

SUBJECT: Subsurface Soil Exploration and Geotechnical Engineering Evaluation
Proposed Edmondson Road Multi-Use Trail
Edmondson Road from Pinebrook Road to North Auburn Road
Venice, Sarasota County, Florida

Dear Mr. Clinch:

As requested and authorized, Ardaman & Associates has completed a subsurface soil exploration program at the site referenced above. Our services were provided in general accordance with those outlined in our proposal dated January 20, 2017. The purpose of this program was to evaluate the subsurface soil conditions and provide recommendations for site preparation and a typical pavement section.

This report documents our findings and presents our engineering recommendations. It has been prepared for the exclusive use of City of Venice Engineering Department for specific application to the subject project, in accordance with generally-accepted geotechnical engineering practices.

PROJECT INFORMATION

We understand that the proposed construction includes a 10 to 12 foot wide path in the south right-of-way of Edmondson Road that is approximately 5,300 feet long. The proposed path will be used for bikes, pedestrians, and possibly golf carts. Little to no vehicular traffic is expected (i.e. maintenance trucks will not be regularly accessing the path). We also understand that little to no fill (i.e. less than 1 foot of fill) is necessary to raise the site to final grades.

78 Sarasota Center Boulevard, Sarasota, Florida 34240 Phone (941) 922-3526 FAX (941) 922-6743
Louisiana: Alexandria, Baton Rouge, Monroe, New Orleans, Shreveport
Florida: Bartow, Cocoa, Fort Myers, Miami, Orlando, Port St. Lucie, Sarasota, Tallahassee, Tampa, W. Palm Beach

SITE LOCATION AND CONDITIONS

The subject site is located in Venice, Sarasota County, Florida. More specifically, the site is located on the south side of Edmondson Road between Pinebrook Road and North Auburn Trail.

At the time of our field explorations, the site was grass covered with occasional trees and other landscape features.

The USGS topographic survey map for the site vicinity (Venice, Florida Quadrangle, dated 1973, photo-revised 1987) was reviewed for ground surface features at the proposed project location (see attached Figure 1). Based on this review, the natural ground surface elevation is in the range of +10 to +20 feet National Geodetic Vertical Datum of 1929 (NGVD).

REVIEW OF SOIL SURVEY MAPS

Based on the U.S. Department of Agriculture, Soil Conservation Service (now the Natural Resources Conservation Service) "Soil Survey of Sarasota County, Florida," the site is located in an area mapped as several different soil series, as presented on the attached Figure 2. A brief description of the characteristics of each soil is provided in the attached Table 1.

FIELD EXPLORATION PROGRAM

Our field exploration program included conducting twelve (12) hand auger borings at the locations shown on the attached Figure 3. These borings were performed to determine the nature and condition of the subsurface soils to a maximum depth of five feet below the existing ground surface. The equipment and procedures used in the borings are described in the Appendix of this report.

Test borings were located in the field utilizing an aerial photograph of the site and visual reckoning to available landmarks. The locations should be considered accurate only to the degree implied by the method used. Should more accurate locations be required, a registered land surveyor should be retained.

LABORATORY TESTING

The field soil boring logs and recovered soil samples were transported to our Sarasota office following the completion of the field exploration activities. Each representative sample was examined by a geotechnical engineer in our laboratory for visual classification and assignment of laboratory tests.

The laboratory tests performed included determining the organic content and water (natural moisture) content of selected samples. The test results are presented on the graphic soil profiles on Figures 4 and 5, at the depth from which the respective sample was recovered.

The tests were performed in accordance with the applicable ASTM standards, which are listed in the Appendix. The soil descriptions shown on the soil profiles are based on the laboratory test results and a visual classification procedure in general accordance with the Unified Soil Classification System (ASTM D-2487 or D-2488).

SUBSURFACE SOIL CONDITIONS

The general subsurface soil conditions encountered during the field exploration program are depicted on the graphic soil profiles (boring logs) on Figures 4 and 5 of this report. Soil stratification is based on examination of recovered soil samples and interpretation of field boring logs. The stratification lines represent the approximate boundaries between the soil types, while the actual transitions may be gradual.

A generalization of the subsurface soil conditions encountered in the borings is described below:

DEPTH (feet)		SOIL DESCRIPTION
From	To	
0	¼	Organic topsoil
¼	1½	Fine sand (SP), fine sand with silt (SP-SM) and fine sand with clay (SP-SC)
1½	5	Fine sand (SP), fine sand with silt (SP-SM) and silty fine sand (SM), occasionally with organics

GROUNDWATER LEVEL

An attempt was made to measure the groundwater level in the boreholes during drilling. As shown on Figures 4 and 5, groundwater was not encountered within the vertical reach of the boreholes on the day drilled. Fluctuations in groundwater levels should be anticipated throughout the year primarily due to seasonal variations in rainfall and other factors that may vary from the time the borings were conducted. Though groundwater was not encountered within the vertical reach of the boreholes on the day drilled, this does not necessarily mean that groundwater would not be encountered within the vertical reach of the borings at some other time.

ENGINEERING EVALUATION AND RECOMMENDATIONS

Soil Evaluation

Based on the results of our exploration and our engineering analyses, the soils encountered at the subject site are capable of supporting the proposed pavements given the understood loading conditions.

Given the encountered soil conditions, we recommend providing a flexible (i.e. asphalt) pavement system for the subject project.

This soil evaluation assumes that the soils are prepared in accordance with the soil preparation recommendations of this report, that traffic loads are no greater than those indicated previously and that our foundation design recommendations are followed. The recommended site preparation program involves densification of the subgrade surfaces to compress loose surficial soils, as well as subgrade soils disturbed by other site preparation procedures, thereby creating a more uniform and less yielding soil mass. The created conditions will promote a more uniform settlement of the pavements, thereby reducing the incidence and magnitude of differential settlement.

Soil Preparation Recommendations

The existing surficial soils should be prepared, prior to placement of base and asphalt, in accordance with the following site preparation recommendations. The recommended procedures should be covered in the project specifications, and completed prior to construction of the base and pavement system.

1. The trail area, plus a margin of at least 2 feet outside trail perimeter lines, should be cleared (stripped) of all surface vegetation and organic debris. After stripping, this area should be grubbed or root-raked to completely remove roots with a diameter greater than ½ inch, stumps, or smaller roots in a concentrated state. The actual depths of stripping and grubbing must be determined by visual observation and judgment during the earthwork operation. All existing slabs, abandoned utilities and underground structures should either be removed or filled with cement grout to reduce the possibility of soil erosion into the voids.

2. Following the clearing operations, the exposed subgrade should be evaluated and proof-rolled to confirm that all unsuitable materials have been removed. The proof-rolling should consist of compaction with equipment capable of providing the densities required below. Careful observations should be made during proof-rolling to help identify any areas of soft yielding soils that may require over-excavation and replacement. Care should be used when operating vibratory compactors near the existing structures (within 75 feet) to avoid transmission of vibrations that could cause settlement damage or disturb occupants. Areas close to existing structures should be compacted using static (non-vibratory) compaction methods.

3. After proof-rolling and remediation of any yielding areas noted, the trail area (plus the 2 feet margin) should be compacted with at least 5 passes using equipment capable of achieving the compaction requirements. Each pass should overlap the preceding pass by at least 30 percent (%). Sufficient passes should be made over the trail area, plus the 2 feet margin, to produce a density of at least 98% of Modified Proctor (ASTM D-1557) maximum density to a depth of 1 foot below the compacted surface.

4. After compaction and testing to verify that the desired compaction has been achieved at this elevation, fill consisting of clean fine sands containing no more than 12% passing the No. 200 sieve, and having a Unified Soil Classification (ASTM D-2487) of “SP” or “SP-SM,” can be placed in level lifts not exceeding 12 inches loose thickness and compacted with the equipment described above, if necessary to raise site grades. Each lift should be compacted to at least 98% of Modified Proctor maximum density prior to the placement of subsequent lifts and density tests to confirm compaction should be performed in each fill lift before the next lift is placed. We note that soils with more than 12% passing the No. 200 sieve can be used as fill in some applications, but will be more difficult to moisture condition and compact due to their inherent nature to retain moisture.

7. A geotechnical engineer or his representative from Ardaman & Associates, Inc., Sarasota office, should inspect and test the compacted excavated elevations and each layer of fill to verify compliance with the above recommendations.

During the compaction process, soil moisture contents may need to be controlled in order to facilitate proper compaction. If additional moisture is necessary to achieve compaction objectives of imported structural fill, then water should be applied in such a way that it will not cause erosion

or removal of the subgrade soils. In the event that applied water does not penetrate sufficiently deep into natural soils to act as a lubricant in the compaction process, it will be necessary to disk or otherwise break up the soils before and during application of water. A moisture content within two percentage points of the optimum indicated by the modified Proctor test (ASTM D-1557) is recommended prior to compaction of the natural ground and structural fill.

Dewatering

If the control of groundwater is required to achieve the necessary stripping, excavation, proof-rolling, filling, compaction, and any other earthwork, sitework, or subgrade preparation operations required for the project, the actual method(s) of dewatering should be determined by the contractor. Dewatering should be performed to lower the groundwater level to depths that are adequately below excavations and compaction surfaces. Adequate groundwater level depths below excavations and compaction surfaces vary depending on soil type and construction method, and are usually two feet or more. Dewatering solely with sump pumps may not achieve the desired results.

Typical Asphaltic Concrete Surface Pavement Section

Site Preparation

All areas to be paved should be prepared as previously outlined. Prior to pavement base installation, the subgrade soil compaction should be verified for a depth of 12 inches (i.e.; compacted to at least 98 percent of the modified Proctor (ASTM D-1557, AASHTO T-180) maximum dry density value).

Crushed Concrete Base

Crushed concrete base supported by a free-draining subgrade may be used. Six inches of crushed concrete base should be used along the trail. A minimum clearance of 12 inches should be maintained between the bottom of the crushed concrete base and the seasonal high groundwater table.

The crushed concrete base should have a minimum Limerock Bearing Ratio (LBR) value of 100 and should be compacted to at least 98 percent of the modified Proctor maximum dry density (ASTM D-1557, AASHTO T-180). The crushed concrete should meet Graded Aggregate Base

gradation requirements according to Section 204, of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, 2014 Edition. The subgrade beneath the crushed concrete base should consist of free draining sand compacted to at least 98 percent of the modified Proctor maximum dry density (ASTM D-1557, AASHTO T-180).

We note that if the contractor's means and methods include stabilizing soils beneath the crushed concrete base, then the stabilizing material should be coarse material (e.g; gravel). Low permeability soils (e.g; silt and/or clay) should not be used as stabilizing material beneath crushed concrete base.

Wearing Surface

A minimum 1½ inch layer of Type SP-9.5 or SP-12.5 asphaltic concrete should be used for a wearing surface in the trail areas.

The Type SP asphalt should include Asphalt Binder Grade PG67-22 and no more than 15 percent Recycled Asphalt Pavement (RAP) aggregate. Other requirements for the Type-*SP* asphaltic concrete wearing surface are outlined in Section 334 in the Florida Department of Transportation, Standard Specifications for Road and Bridge Construction, 2014 Edition.

The latest specifications of Florida Department of Transportation shall govern the placement of the base and asphaltic concrete wearing surface.

QUALITY ASSURANCE

We recommend establishing a comprehensive quality assurance program to verify that all site preparation and pavement construction is conducted in accordance with the appropriate plans and specifications. Since Ardaman & Associates has performed and interpreted the results of a geotechnical exploration for the site and has prepared earthwork and pavement design recommendations based upon this interpretation, Ardaman is best suited to provide quality assurance testing and inspection services to assure that the intent of our recommendations have been implemented during construction.

As a minimum, an on-site engineering technician should monitor all stripping and grubbing to verify that all deleterious materials have been removed and should observe the proof-rolling operation to verify that the appropriate number of passes are applied to the subgrade. In-situ density tests should be conducted during filling activities and below all pavements to verify that the required densities have been achieved. In-situ density values should be compared to laboratory Proctor moisture-density results for each of the different natural and fill soils encountered.

Additionally for the pavements, Limerock Bearing Ratio tests should be performed. The base course(s) should be tested for density and thickness. We recommend that Ardaman & Associates be retained to review the asphalt pavement mix design proposed for use on the project prior to pavement placement. During asphalt pavement construction, samples of the asphaltic concrete should be obtained and tested in the laboratory to verify compliance with the mix design. We also recommend full-time monitoring/testing in the batch plant and on the site during pavement placement. The asphaltic concrete thickness should be verified in the field.

In-Place Density Testing Frequency

In this region, earthwork testing is typically performed on an on-call basis when the contractor has completed a portion of the work. The test result from a specific location is only representative of a larger area if the contractor has used consistent means and methods and the soils are practically uniform throughout. The frequency of testing can be increased and full-time construction inspection can be provided to account for variations. We recommend that the following minimum testing frequencies be utilized.

Structure Test Location	Percent Compaction (ASTM D1557)	Depth (inches)	Recommended Minimum Test Frequency
Subgrade	98	12	per 300 lineal feet of trail
Fill	98	full depth	One test per lift per 300 lineal feet of trail

If the plans and specifications for the project are more stringent than the requirements listed above, the requirements of the plans and specifications should be followed.

Representative samples of the various natural ground and fill soils should be obtained and transported to our laboratory for Proctor compaction tests. These tests will determine the maximum dry density and optimum moisture content for the materials tested and will be used in conjunction with the results of the in-place density tests to determine the degree of compaction achieved.

GENERAL COMMENTS

The analysis and recommendations submitted in this report are based upon the data obtained from twelve (12) test borings performed at the locations indicated on the attached Figure 3. This report does not reflect any variations which may occur outside of or between the boring locations. While the borings are representative of the subsurface conditions at their respective locations and within their respective vertical reaches, local variations characteristic of the subsurface materials of the region are anticipated and may be encountered. The nature and extent of variations may not become evident until during the course of a ground improvement program, if such a program is undertaken. If variations then appear evident, it will be necessary to reevaluate the recommendations of this report, after performing on-site observations during the construction period and noting the characteristics of any variations. The boring logs and related information are based upon the driller's logs and visual examination of selected samples in the laboratory. The delineation between soil types shown on the logs is approximate, and the description represents our interpretation of the subsurface conditions at the designated boring location on the particular date drilled.

The groundwater table depths shown on the boring logs represent the groundwater surfaces encountered on the dates shown. Fluctuation of the groundwater table should be anticipated throughout the year.

It has been a pleasure to be of assistance to you with this project. Please contact us when we may be of further service to you, or should you have any questions concerning this report.

Very truly yours,

ARDAMAN & ASSOCIATES, INC.
Certificate of Authorization No. 5950

This document has been digitally signed and sealed by:

Printed copies of this document are not considered signed and sealed. The signature must be verified on electronic documents

Gregory S. Stevens, P.E.
Project Engineer
Fl. License No. 71511

Jerry H. Kuehn, P.E.
Senior Project Engineer
Fl. License No. 35557

GSS/JHK:ly

cc: Cburkett@mckimcreed.com

TABLE 1
Review of Soil Survey Map
Edmondson Road Multi-Use Trail

Soil Map Unit	Description	Permeability		Approximate Depth to Normal Seasonal High Groundwater Level (feet)
		Depth (in.)	In./hr.	
8 - Delray fine sand, depressional	Nearly level, very poorly drained soil in depressions on flatwoods. Soils are typically sandy in the top 54 inches underlain by fine sandy loam to a depth of 80 inches or more.	0 - 20 20 - 54 54 - 80	6 - 20 6 - 20 0.6 - 6	Ponded above natural ground surface
10 - EauGallie and Myakka fine sands	Nearly level, poorly drained soils on broad flatwoods. Soils are typically sandy to a depth of 48 inches underlain by sand, fine sandy loam and sandy loam to a depth of about 80 inches.	0 - 22 22 - 44 44 - 48 48 - 66 66 - 80	6 - 20 0.6 - 6 6 - 20 0.06 - 20 0.6 - 20	½ to 1½
12 - Felda fine sand, frequently ponded, 0 to 1 percent slopes	Nearly level, very poorly drained soil in depressions. Soils are typically sandy to a depth of 22 inches, underlain by sandy loam to a depth of 60 inches underlain by loamy sand to a depth of 80 inches or more.	0 - 22 22 - 60 60 - 80	6 - 20 0.6 - 6 6 - 20	Ponded above natural ground surface
22 - Holopaw fine sand, depressional	Nearly level, very poorly drained soil in depressions. Soils are typically sandy to a depth of 50 inches underlain by sandy loam to loamy fine sand to a depth of 80 inches or more.	0 - 50 50 - 66 66 - 80	6 - 20 0.2 - 2 6 - 20	Ponded above natural ground surface
36 - Pople fine sand	Nearly level, poorly drained soil on low hammocks and in poorly defined drainageways and broad sloughs. Soils are typically sandy in the top 28 inches underlain by fine sandy loam to a depth of 56 inches, underlain by sandy soils to a depth of 80 inches.	0 - 17 17 - 28 28 - 56 56 - 80	2 - 20 2 - 20 <0.2 0.2 - 2	<1

APPENDIX

SOIL BORING, SAMPLING AND TESTING METHODS

Standard Penetration Test

The Standard Penetration Test (SPT) is a widely accepted method of in situ testing of foundation soils (ASTM D-1586). A 2-foot long, 2-inch O.D. split-barrel sampler attached to the end of a string of drilling rods is driven 18 inches into the ground by successive blows of a 140-pound hammer freely dropping 30 inches. The number of blows needed for each 6 inches of penetration is recorded. The sum of the blows required for penetration of the second and third 6-inch increments of penetration constitutes the test result or N-value. After the test, the sampler is extracted from the ground and opened to allow visual examination and classification of the retained soil sample. The N-value has been empirically correlated with various soil properties allowing a conservative estimate of the behavior of soils under load. The following tables relate N-values to a qualitative description of soil density and, for cohesive soils, an approximate unconfined compressive strength (Qu):

Cohesionless Soils:

N-Value	Description
0 to 4	Very loose
4 to 10	Loose
10 to 30	Medium dense
30 to 50	Dense
Above 50	Very dense

Cohesive Soils:

N-Value	Description	Qu (ton/ft^2)
0 to 2	Very soft	Below 0.25
2 to 4	Soft	0.25 to 0.50
4 to 8	Medium stiff	0.50 to 1.0
8 to 15	Stiff	1.0 to 2.0
15 to 30	Very stiff	2.0 to 4.0
Above 30	Hard	Above 4.0

The tests are usually performed at 5-foot intervals. However, more frequent or continuous testing is done by our firm through depths where a more accurate definition of the soils is required. The test holes are advanced to the test elevations by rotary drilling with a cutting bit, using circulating fluid to remove the cuttings and hold the fine grains in suspension. The circulating fluid, which is a bentonitic drilling mud, is also used to keep the hole open below the water table by maintaining an excess hydrostatic pressure inside the hole. In some soil deposits, particularly highly pervious ones, NX-size flush-coupled casing must be driven to just above the testing depth to keep the hole open and/or prevent the loss of circulating fluid.

Representative split-spoon samples from each sampling interval and from every different stratum are brought to our laboratory in air-tight jars for further evaluation and testing, if necessary. After thorough examination and testing of the samples, the samples are discarded unless prior arrangements have been made. After completion of a test boring, the hole is kept open until a steady state groundwater level is recorded. The hole is then sealed, if necessary, and backfilled.

A hammer with an automatic drop release (auto-hammer) is sometimes used. In this case, a correction factor is applied to the raw blow counts, since the energy efficiency of the auto-hammer is greater than that of the safety hammer. The auto-hammer blow counts are corrected to equivalent safety hammer “N” values, based upon calibration of the auto-hammer (per ASTM D4633) and standard practice.

Auger Borings

Auger borings are used when a relatively large, continuous sampling of soil strata close to ground surface is desired. A 4-inch diameter, continuous flight, helical auger with a cutting head at its end is screwed into the ground in 5-foot sections. It is powered by the rotating action of the Kelly bar of a rotary drill rig. The sample is recovered by withdrawing the auger out of the ground without rotating it. The soil sample so obtained is classified and representative samples put in bags or jars and brought back to the laboratory for further classification and testing.

Hand Auger Borings

Hand auger borings are used, if soil conditions are favorable, when the soil strata are to be determined within a shallow (approximately 5 to 9 feet) depth or when access is not available to power drilling equipment. A 3-inch diameter, hand bucket auger with a cutting head is simultaneously turned and pressed into the ground. The bucket auger is retrieved to the surface at approximately 6-inch intervals and its contents emptied for inspection. The soil sample so obtained is classified and representative samples put in bags or jars and transported to the laboratory for further classification and testing.

Laboratory Test Methods

Soil samples returned to our laboratory are examined by a geotechnical engineer or geotechnician to obtain more accurate descriptions of the soil strata. Laboratory testing is performed on selected samples as deemed necessary to aid in soil classification and to further define engineering properties of the soils. The test results are presented on the soil boring logs at the depths at which the respective sample was recovered, except that grain size distributions or selected other test results may be presented on separate tables, figures or plates as described in this report. The soil descriptions shown on the logs are based upon a visual-manual classification procedure in general accordance with the Unified Soil Classification System (ASTM D-2488-84) and standard practice. Following is a list of abbreviations which may be used on the boring logs or elsewhere in this report.

-200 - Fines Content (percent passing the No. 200 sieve); ASTM D1140
DD - Dry Density of Undisturbed Sample; ASTM D2937
Gs - Specific Gravity of Soil; ASTM D854
k - Hydraulic Conductivity (Coefficient of Permeability)
LL - Liquid Limit; ASTM D423
OC - Organic Content; ASTM D2974
pH - pH of Soil; ASTM D2976
PI - Plasticity Index (LL-PL); ASTM D424
PL - Plastic Limit; ASTM D424
Qp - Unconfined Compressive Strength by Pocket Penetrometer;
Qu - Unconfined Compressive Strength; ASTM D2166 (soil), D7012 (rock)
SL - Shrinkage Limit; ASTM D427
ST - Splitting Tensile Strength; ASTM D3967 (rock)
USCS - Unified Soil Classification System; ASTM D2487, D2488
w - Water (Moisture) Content; ASTM D2216

Soil Classifications

The soil descriptions presented on the soil boring logs are based upon the Unified Soil Classification System (USCS), which is the generally accepted method (ASTM D-2487 and D-2488) for classifying soils for engineering purposes. The following modifiers are the most commonly used in the descriptions.

For Sands:	Modifier	Fines, Sand or Gravel Content*
	with silt or with clay	5% to 12% fines
	silty or clayey	12% to 50% fines
	with gravel or with shell	15% to 50% gravel or shell

For Silts or Clays:	Modifier	Fines, Sand or Gravel Content*
	with sand	15% to 30% sand and gravel; and % sand > % gravel
	sandy	30% to 50% sand and gravel; and % sand > % gravel
	with gravel	15% to 30% sand and gravel; and % sand < % gravel
	gravelly	30% to 50% sand and gravel; and % sand < % gravel

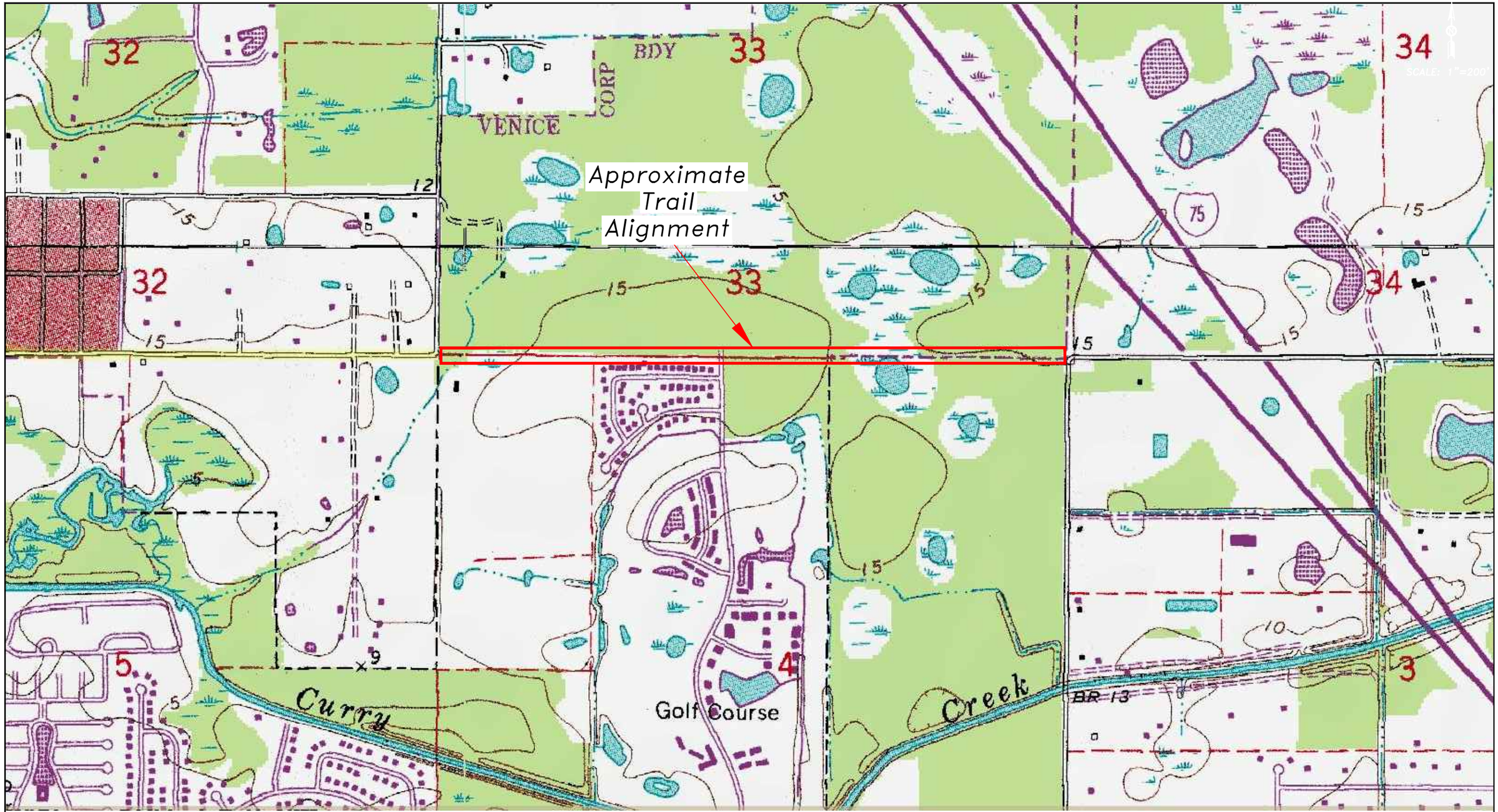
* may be determined by laboratory testing or estimated by visual/manual procedures. Fines content is the combined silt and clay content, or the percent passing the No. 200 sieve.

The USCS also uses a set of Group Symbols, which may also be listed on the soil boring logs. The following is a summary of these.

Group Symbol	General Group Name*	Group Symbol	General Group Name*
GW	Well-graded gravel	SW	Well-graded sand
GP	Poorly graded gravel	SP	Poorly graded sand
GW-GM	Well-graded gravel with silt	SW-SM	Well-graded sand with silt
GW-GC	Well-graded gravel with clay	SW-SC	Well-graded sand with clay
GP-GM	Poorly graded gravel with silt	SP-SM	Poorly graded sand with silt
GP-GC	Poorly graded gravel with clay	SP-SC	Poorly graded sand with clay
GM	Silty gravel	SM	Silty sand
GC	Clayey gravel	SC	Clayey sand
GC-GM	Silty, clayey gravel	SC-SM	Silty, clayey sand
CL	Lean clay	ML	Silt
CL-ML	Silty clay	MH	Elastic silt
CH	Fat clay	OL or OH	Organic silt or organic clay

* Group names may also include other modifiers, per standard or local practice.

Other soil classification standards may be used, depending on the project requirements. The AASHTO classification system is commonly used for highway design purposes and the USDA soil textural classifications are commonly used for septic (on-site sewage disposal) system design purposes.



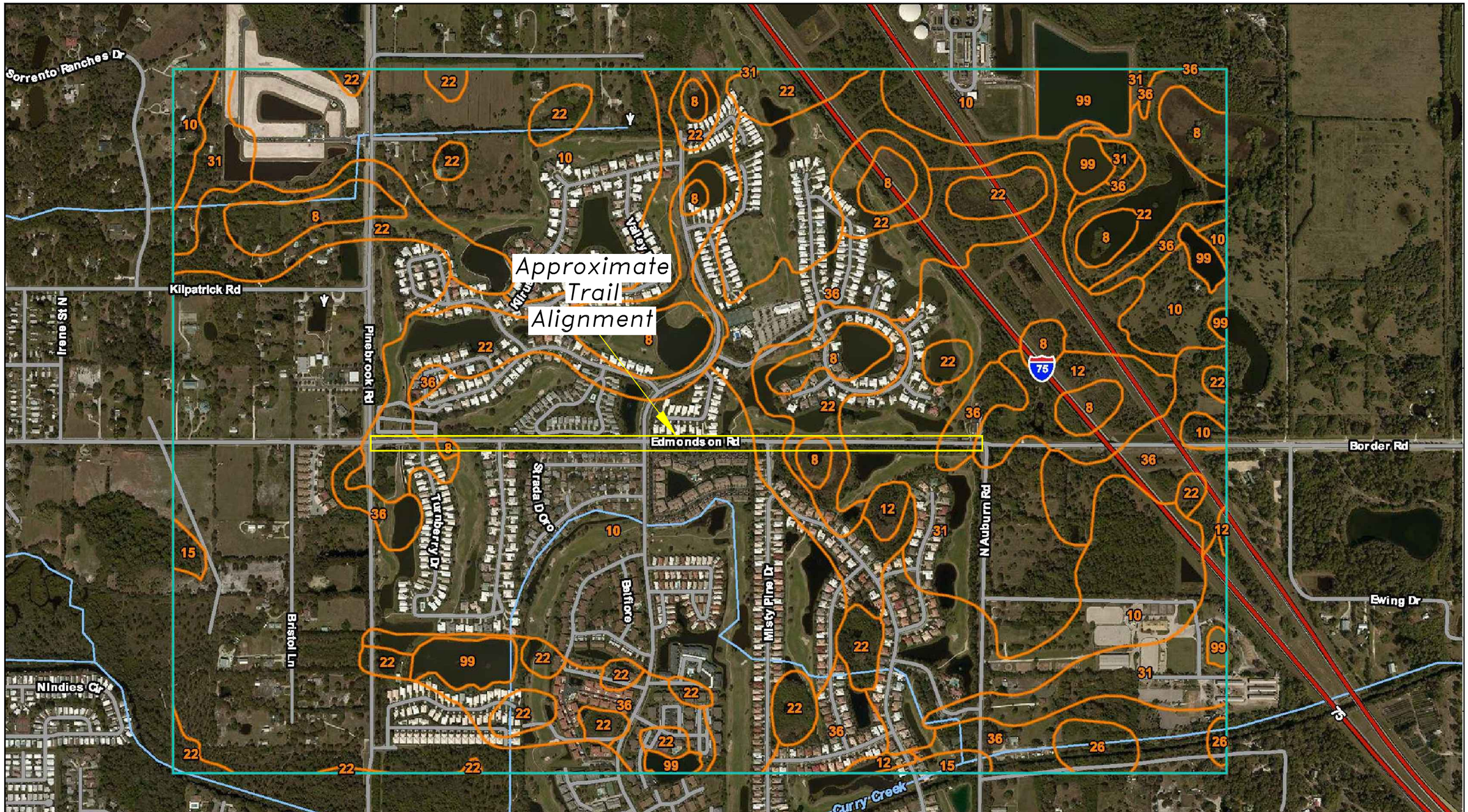
SCALE: NTS

Base Map From Delorme X-Map

Ardaman & Associates, Inc.
Geotechnical, Environmental and Materials Consultants

Site Location on USGS Map
Edmondson Rd. Multi-Use Trail
From Pinebrook Rd. to N. Auburn Rd.
Nokomis, Sarasota County, Florida

DRAWN BY: KGS	CHECKED BY:	DATE:
FILE NO. 17-7029	APPROVED BY:	FIGURE: 1



8 Delray fine sand, depressional
10 EauGallie and Myakka fine sands
12 Felda fine sand, frequently ponded, 0 to 1 percent slopes
22 Holopaw fine sand, depressional
36 Pople fine sand

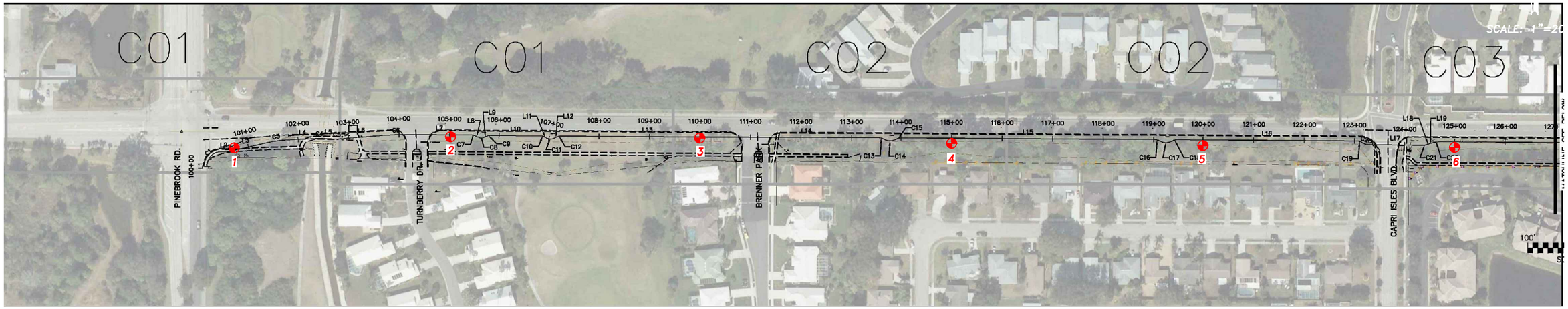
Base Image By: Web Soil Survey

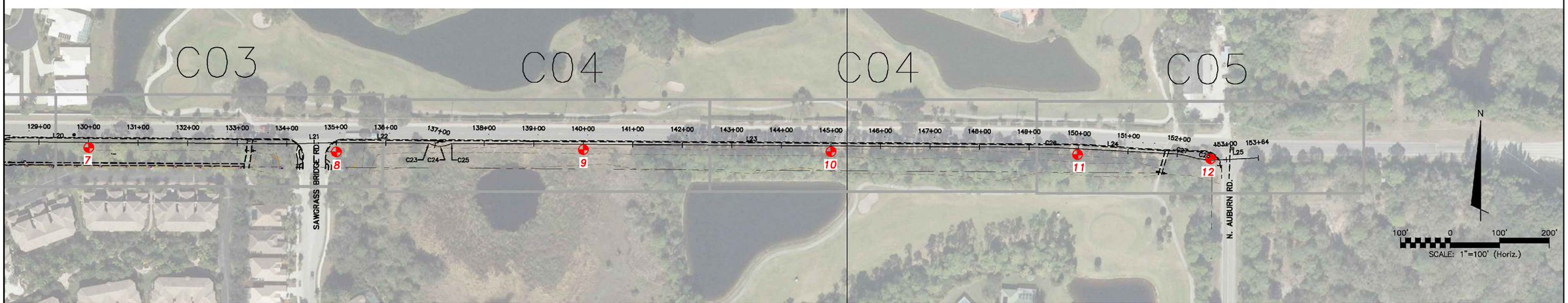
SCALE: NTS

Ardaman & Associates, Inc.
Geotechnical, Environmental and Materials Consultants

Site Location on USDA Soils Map
Edmondson Rd. Multi-Use Trail
From Pinebrook Rd. to N. Auburn Rd.
Nokomis, Sarasota County, Florida

DRAWN BY: KGS	CHECKED BY:	DATE:
FILE NO. 17-7029	APPROVED BY:	FIGURE: 2





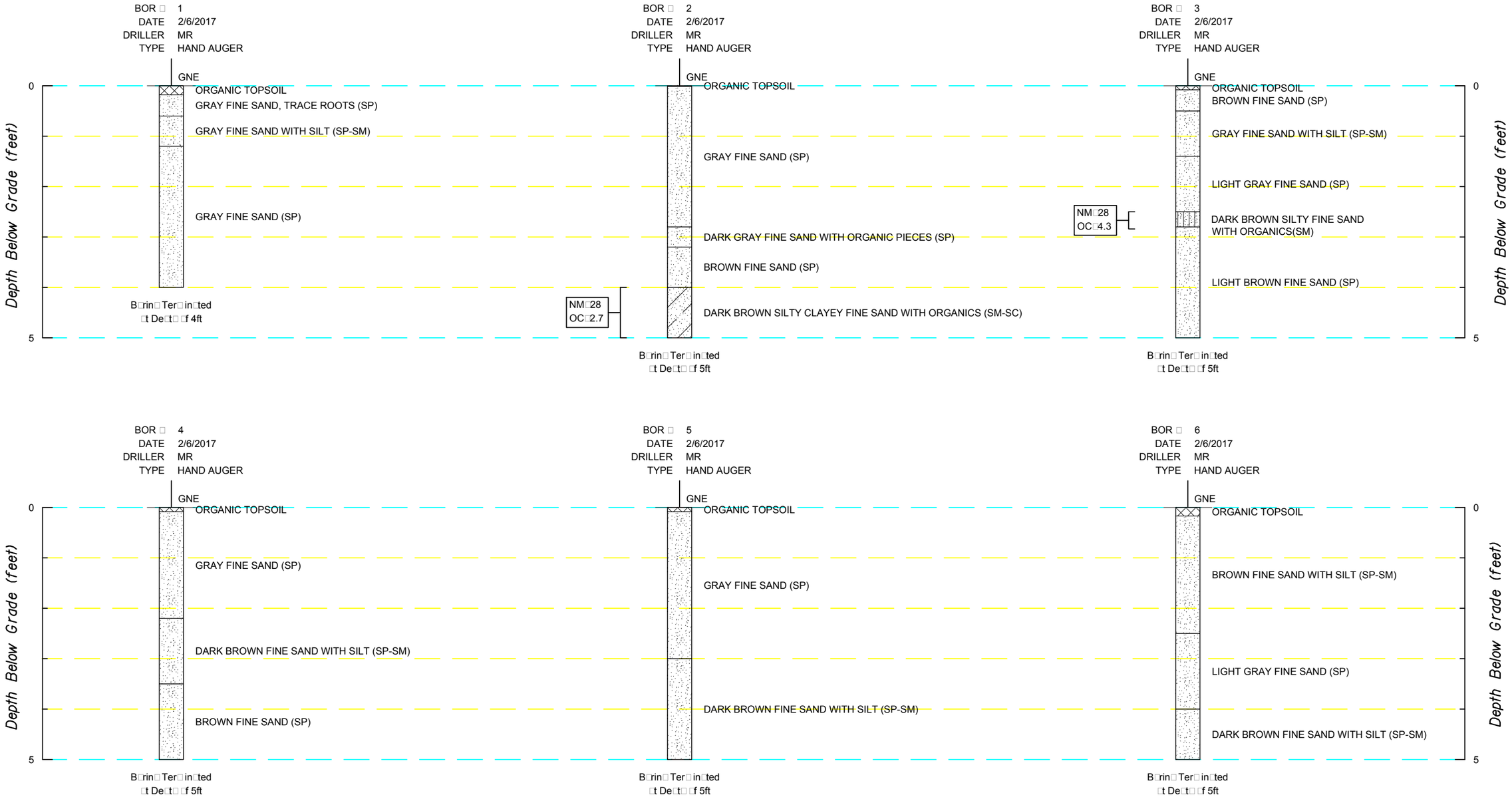
TEST BORING LOCATIONS

Ardaman & Associates, Inc.
Geotechnical, Environmental and Materials Consultants

Test Locations
Edmondson Rd. Multi-Use Trail
From Pinebrook Rd. to N. Auburn Rd.
Nokomis, Sarasota County, Florida

DRAWN BY: KGS	CHECKED BY:	DATE: 2/7/17
FILE NO. 17-7029	APPROVED BY:	FIGURE: 3

Base PDF Image By: McKimm & Creed



LEGEND

- ▽ GROUNDWATER LEVEL MEASURED ON DATE DRILLED
- GNM GROUND WATER NOT MEASURED
- N SPT N-VALUE IN BLOWS PER FOOT (UNLESS OTHERWISE NOTED)
- SPT N VALUES CONVERTED TO EQUIVALENT SAFETY HAMMER
- HA HAND AUGER
- -200 FINES PASSING THE NO. 200 SIEVE (%)
- NM NATURAL MOISTURE CONTENT
- OC ORGANIC CONTENT (%)

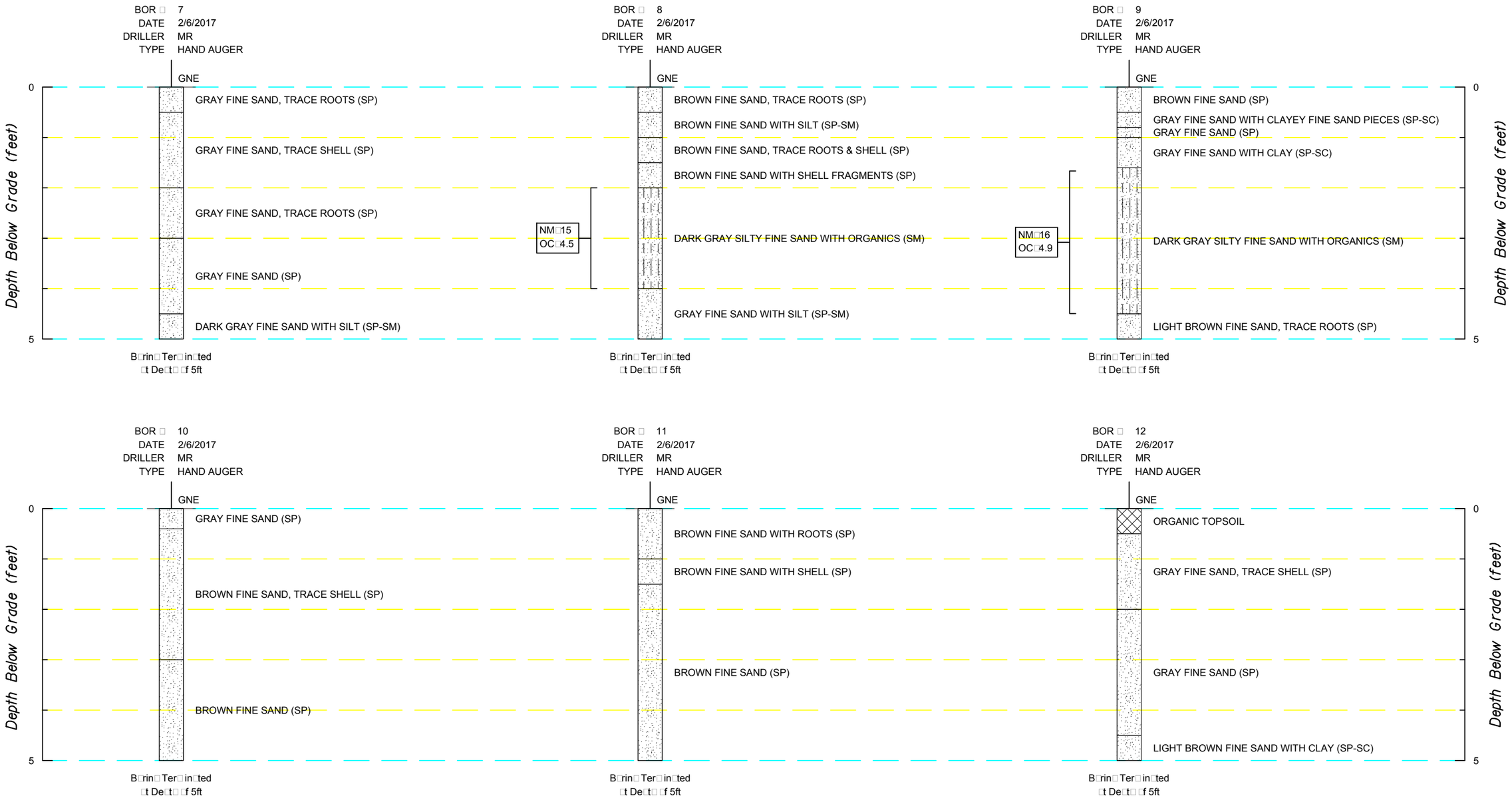
GRANULAR MATERIALS-RELATIVE DENSITY	SPT (BLOWS/FOOT)
VERY LOOSE	LESS THAN 4
LOOSE	4-10
MEDIUM DENSE	10-30
DENSE	30-50
VERY DENSE	GREATER THAN 50

SILTS AND CLAYS CONSISTENCY	SPT (BLOWS/FOOT)
VERY SOFT	LESS THAN 2
SOFT	2-4
FIRM	4-8
STIFF	8-15
VERY STIFF	15-30
HARD	GREATER THAN 30

Ardaman & Associates, Inc.
Geotechnical, Environmental and Materials Consultants

Test Locations/Soil Boring Logs
Edmondson Rd. Multi-Use Trail
From Pinebrook Rd. to N. Auburn Rd.
Nokomis, Sarasota County, Florida

DRAWN BY: KGS	CHECKED BY:	DATE:
FILE NO. 17-7029	APPROVED BY:	FIGURE: 4



LEGEND

▽ GROUNDWATER LEVEL MEASURED ON DATE DRILLED

GNM GROUND WATER NOT MEASURED

N SPT N-VALUE IN BLOWS PER FOOT (UNLESS OTHERWISE NOTED)

SPT N VALUES CONVERTED TO EQUIVALENT SAFETY HAMMER

HA HAND AUGER

-200 FINES PASSING THE NO. 200 SIEVE (%)

NM NATURAL MOISTURE CONTENT

OC ORGANIC CONTENT (%)

GRANULAR MATERIALS-RELATIVE DENSITY	SPT (BLOWS/FOOT)
VERY LOOSE	LESS THAN 4
LOOSE	4-10
MEDIUM DENSE	10-30
DENSE	30-50
VERY DENSE	GREATER THAN 50
SILTS AND CLAYS CONSISTENCY	**SPT (BLOWS/FOOT)**
VERY SOFT	LESS THAN 2
SOFT	2-4
FIRM	4-8
STIFF	8-15
VERY STIFF	15-30
HARD	GREATER THAN 30

Ardaman & Associates, Inc.
Geotechnical, Environmental and Materials Consultants

Test Locations/Soil Boring Logs
Edmondson Rd. Multi-Use Trail
From Pinebrook Rd. to N. Auburn Rd.
Nokomis, Sarasota County, Florida

DRAWN BY: KGS	CHECKED BY:	DATE:
FILE NO. 17-7029	APPROVED BY:	FIGURE: 5

ATTACHMENT E

LOCAL AGENCY PROGRAM DIVISION SPECIFICATIONS

March 1, 2017
PREPARED BY: Phillip J. Locke

"City on the Gulf"

SPECIFICATIONS PACKAGE

FOR

FINANCIAL PROJECT ID(S): 436987-1-58-01

FEDERAL FUNDS

A DISTRICT ONE OFF-SYSTEM LOCAL AGENCY PROGRAM PROJECT

CITY OF VENICE

The Construction Details and Materials divisions (Division II & III) of the January 2017 edition of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction are revised as follows:

I hereby certify that this specifications package has been properly prepared by me, or under my responsible charge, in accordance with procedures adopted by the Florida Department of Transportation.

The official record of this package is the electronic file signed and sealed under Rule 61G 15-23.004, F.A.C.

Prepared by: Phillip J. Locke
Date: March 1, 2017
Fla. License No.: 57527
Firm Name: McKim & Creed
Firm Address: 1365 Hamlet Avenue
City, State, Zipcode: Clearwater, FL 33756

Phillip J. Locke, State of Florida, Professional Engineer, License No. 57527. This item has been electronically signed and sealed by Phillip J. Locke, PE on March 1, 2017 using a SHA-1 authentication code. Printed copies of this document are not considered signed and sealed and the SHA-1 authentication code must be verified on any electronic copies.

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CONCRETE FOR LAP (OFF-SYSTEM). 65
LANDSCAPE INSTALLATION FOR LAP (OFF-SYSTEM). 66

THIS COMPLETES THIS SPECIFICATIONS PACKAGE 74

SPECIAL PROVISIONS

LAP DIVISION 1 SPECIFICATIONS.
(REV 11-1-16) (1-17)

Construction Checklist Specifications
from
Department of Transportation
Standard Specifications for Road and Bridge Construction

The following excerpts from the Standard Specifications and Special Provisions are provided for use in LAP Specifications as needed in accordance with the Local Agency Program Checklist for Construction Contracts (Phase 58) – Federal and State Requirements (525-070-44)

FROM SECTION 1 – DEFINITIONS AND TERMS:

Department Name <u>City of Venice</u>

Engineer <u>McKim & Creed, Inc.</u>

Contractor's Engineer of Record.

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

The Contractor's Engineer of Record must be an employee of a pre-qualified firm. The firm shall be pre-qualified in accordance with the Rules of the Department of Transportation, Chapter 14-75. Any Corporation or Partnership offering engineering services must hold a Certificate of Authorization from the Florida Department of Business and Professional Regulation.

As an alternate to being an employee of a pre-qualified firm, the Contractor's Engineer of Record may be a pre-qualified Specialty Engineer. For items of the permanent work declared by the State Construction Office to be "major" or "structural", the work performed by a pre-qualified Specialty Engineer must be checked by another pre-qualified Specialty Engineer. An individual Engineer may become pre-qualified in the work groups listed in the Rules of the Department of Transportation, Chapter 14-75, if the requirements for the Professional Engineer are met for the individual work groups. Pre-qualified Specialty Engineers are listed on the State Construction Website. Pre-qualified Specialty Engineers will not be authorized to perform redesigns or Cost Savings Initiative Proposal designs of items fully detailed in the plans.

Specialty Engineer.

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

For items of work not specifically covered by the Rules of the Department of Transportation, a Specialty Engineer is qualified if he has the following qualifications:

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

(2) The education and experience necessary to perform the submitted design as required by the Florida Department of Business and Professional Regulation.

FROM SECTION 4 (ALTERATION OF WORK).

4-3 Alteration of Plans or of Character of Work.

4-3.1 General: The Engineer reserves the right to make, at any time prior to or during the progress of the work, such increases or decreases in quantities, whether a significant change or not, and such alterations in the details of construction, whether a substantial change or not, including but not limited to alterations in the grade or alignment of the road or structure or both, as may be found necessary or desirable by the Engineer. Such increases, decreases or alterations shall not constitute a breach of Contract, shall not invalidate the Contract, nor release the Surety from any liability arising out of this Contract or the Surety bond. The Contractor agrees to perform the work, as altered, the same as if it had been a part of the original Contract.

The term "significant change" applies only when:

1. The Engineer determines that the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction, or

2. A major item of work, as defined in 1-3, is increased in excess of 125% or decreased below 75% of the original Contract quantity. The Department will apply any price adjustment for an increase in quantity only to that portion in excess of 125% of the original Contract item quantity in accordance with 4-3.2 below. In the case of a decrease below 75% the Department will only apply a price adjustment for the additional costs that are a direct result of the reduction in quantity.

In (1) above, the determination by the Engineer shall be conclusive. If the determination is challenged by the Contractor in any proceeding, the Contractor must establish by clear and convincing proof that the determination by the Engineer was without any reasonable basis.

4-3.2 Increase, Decrease or Alteration in the Work: The Engineer reserves the right to make alterations in the character of the work which involve a substantial change in the nature of the design or in the type of construction or which materially increases or decreases the cost or time of performance. Such alteration shall not constitute a breach of Contract, shall not invalidate the Contract or release the Surety.

Notwithstanding that the Contractor shall have no formal right whatsoever to any extra compensation or time extension deemed due by the Contractor for any cause unless and until the Contractor follows the procedures set forth in 5-12.2 for preservation, presentation and resolution of the claim, the Contractor may at any time, after having otherwise timely submitted a notice of intent to claim or preliminary time extension request pursuant to 5-12.2 and 8-7.3.2, submit to the Department a request for equitable adjustment of compensation or time or other dispute resolution proposal. The Contractor shall in any request for equitable adjustment of compensation, time, or other dispute resolution proposal certify under oath and in writing, in accordance with the formalities required by Florida law, that the request is made in good faith, that any supportive data submitted is accurate and complete to the Contractor's best knowledge and belief, and that the amount of the request accurately reflects what the Contractor in good faith believes to be the Department's responsibility. Such certification must be made by an officer or director of the Contractor with the authority to bind the Contractor. Any such certified statements of entitlement and costs shall be subject to the audit provisions set forth in 5-12.14. While the submittal or review of a duly certified request for equitable adjustment shall neither

create, modify, nor activate any legal rights or obligations as to the Contractor or the Department, the Department will review the content of any duly certified request for equitable adjustment or other dispute resolution proposal, with any further action or inaction by the Department thereafter being in its sole discretion. Any request for equitable adjustment that fails to fully comply with the certification requirements will not be reviewed by the Department.

The monetary compensation provided for below constitutes full and complete payment for such additional work and the Contractor shall have no right to any additional monetary compensation for any direct or indirect costs or profit for any such additional work beyond that expressly provided below. The Contractor shall be entitled to a time extension only to the extent that the performance of any portion of the additional work is a controlling work item and the performance of such controlling work item actually extends completion of the project due to no fault of the Contractor. All time related costs for actual performance of such additional work are included in the compensation already provided below and any time extension entitlement hereunder will be without additional monetary compensation. The Contractor shall have no right to any monetary compensation or damages whatsoever for any direct or indirect delay to a controlling work item arising out of or in any way related to the circumstances leading up to or resulting from additional work (but not relating to the actual performance of the additional work, which is paid for as otherwise provided herein), except only as provided for under 5-12.6.2.1.

4-3.2.1 Allowable Costs for Extra Work: The Engineer may direct in writing that extra work be done and, at the Engineer's sole discretion, the Contractor will be paid pursuant to an agreed Supplemental Agreement or in the following manner:

1. Labor and Burden: The Contractor will receive payment for actual costs of direct labor and burden for the additional or unforeseen work. Labor includes foremen actually engaged in the work; and will not include project supervisory personnel nor necessary on-site clerical staff, except when the additional or unforeseen work is a controlling work item and the performance of such controlling work item actually extends completion of the project due to no fault of the Contractor. Compensation for project supervisory personnel, but in no case higher than a Project Manager's position, shall only be for the pro-rata time such supervisory personnel spent on the contract. In no case shall an officer or director of the Company, nor those persons who own more than 1% of the Company, be considered as project supervisory personnel, direct labor or foremen hereunder.

Payment for burden shall be limited solely to the following:

Table 4-3.2.1	
Item	Rate
FICA	Rate established by Law
FUTA/SUTA	Rate established by Law
Medical Insurance	Actual
Holidays, Sick & Vacation benefits	Actual
Retirement benefits	Actual
Workers Compensation	Rates based on the National Council on Compensation Insurance basic rate tables adjusted by Contractor's actual experience modification factor in effect at the time of the additional work or unforeseen work.

Table 4-3.2.1	
Item	Rate
Per Diem	Actual but not to exceed State of Florida's rate
Insurance*	Actual
*Compensation for Insurance is limited solely to General Liability Coverage and does not include any other insurance coverage (such as, but not limited to, Umbrella Coverage, Automobile Insurance, etc.).	

At the Pre-construction conference, certify to the Engineer the following:

a. A listing of on-site clerical staff, supervisory personnel and their pro-rated time assigned to the contract,

b. Actual Rate for items listed in Table 4-3.2.1,

c. Existence of employee benefit plan for Holiday, Sick and Vacation benefits and a Retirement Plan, and,

d. Payment of Per Diem is a company practice for instances when compensation for Per Diem is requested.

Such certification must be made by an officer or director of the Contractor with authority to bind the Contractor. Timely certification is a condition precedent to any right of the Contractor to recover compensations for such costs, and failure to timely submit the certification will constitute a full, complete, absolute and irrevocable waiver by the Contractor of any right to recover such costs. Any subsequent changes shall be certified to the Engineer as part of the cost proposal or seven calendar days in advance of performing such extra work.

2. Materials and Supplies: For materials accepted by the Engineer and used on the project, the Contractor will receive the actual cost of such materials incorporated into the work, including Contractor paid transportation charges (exclusive of equipment as hereinafter set forth). For supplies reasonably needed for performing the work, the Contractor will receive the actual cost of such supplies.

3. Equipment: For any machinery or special equipment (other than small tools), including fuel and lubricant, the Contractor will receive 100% of the "Rental Rate Blue Book" for the actual time that such equipment is in operation on the work, and 50% of the "Rental Rate Blue Book" for the time the equipment is directed to standby and remain on the project site, to be calculated as indicated below. The equipment rates will be based on the latest edition (as of the date the work to be performed begins) of the "Rental Rate Blue Book for Construction Equipment" or the "Rental Rate Blue Book for Older Construction Equipment," whichever is applicable, as published by Machinery Information Division of PRIMEDIA Information, Inc. (version current at the time of bid), using all instructions and adjustments contained therein and as modified below. On all projects, the Engineer will adjust the rates using regional adjustments and Rate Adjustment Tables according to the instructions in the Blue Book.

Allowable Equipment Rates will be established as set out below:

a. Allowable Hourly Equipment Rate = Monthly Rate/176 x Adjustment Factors x 100%.

b. Allowable Hourly Operating Cost = Hourly Operating Cost x 100%.

c. Allowable Rate Per Hour = Allowable Hourly Equipment Rate + Allowable Hourly Operating Cost.

d. Standby Rate = Allowable Hourly Equipment Rate x 50%.

The Monthly Rate is The Basic Machine Rate Plus Any Attachments. Standby rates will apply when equipment is not in operation and is directed by the Engineer to standby at the project site when needed again to complete work and the cost of moving the equipment will exceed the accumulated standby cost. Standby rates will not apply on any day the equipment operates for eight or more hours. Standby payment will be limited to only that number of hours which, when added to the operating time for that day equals eight hours. Standby payment will not be made on days that are not normally considered work days on the project.

The Department will allow for the cost of transporting the equipment to and from the location at which it will be used. If the equipment requires assembly or disassembly for transport, the Department will pay for the time to perform this work at the rate for standby equipment.

Equipment may include vehicles utilized only by Labor, as defined above.

4. Indirect Costs, Expenses, and Profit: Compensation for all indirect costs, expenses, and profit of the Contractor, including but not limited to overhead of any kind, whether jobsite, field office, division office, regional office, home office, or otherwise, is expressly limited to the greater of either (a) or (b) below:

a. Solely a mark-up of 17.5% on the payments in (1) through (3), above.

1. Bond: The Contractor will receive compensation for any premium for acquiring a bond for such additional or unforeseen work at the original Contract bond rate paid by the Contractor. No compensation for bond premium will be allowed for additional or unforeseen work paid by the Department via initial contingency pay item.

2. The Contractor will be allowed a markup of 10% on the first $50,000 and a markup of 5% on any amount over $50,000 on any subcontract directly related to the additional or unforeseen work. Any such subcontractor mark-up will be allowed only by the prime Contractor and a first tier subcontractor, and the Contractor must elect the markup for any eligible first tier subcontractor to do so.

b. Solely the formula set forth below and only as applied solely as to such number of calendar days of entitlement that are in excess of ten cumulative calendar days as defined below.

$$D = \frac{A \times C}{B}$$

Where A = Original Contract Amount
B = Original Contract Time
C = 8%
D = Average Overhead Per Day

Cumulative Calendar Days is defined as the combined total number of calendar days granted as time extensions due to either extra work, excluding overruns to existing contract items, that extend the duration of the project or delay of a controlling work

item caused solely by the Department, or the combined total number of calendar days for which a claim of entitlement to a time extension due to delay of a controlling work item caused solely by the Department is otherwise ultimately determined to be in favor of the Contractor.

Further, in the event there are concurrent delays to one or more controlling work items, one or more being caused by the Department and one or more being caused by the Contractor, the Contractor shall be entitled to a time extension for each day that a controlling work item is delayed by the Department but shall have no right to nor receive any monetary compensation for any indirect costs for any days of concurrent delay. No compensation, whatsoever, will be paid to the Contractor for any jobsite overhead and other indirect impacts when the total number of calendar days granted for time extension due to delay of a controlling work item caused solely by the Department is, or the total number of calendar days for which entitlement to a time extension due to delay of a controlling work item caused solely by the Department is otherwise ultimately determined in favor of the Contractor to be, equal to or less than ten calendar days and the Contractor also fully assumes all monetary risk of any and all partial or single calendar day delay periods, due to delay of a controlling work item caused solely by the Department, that when combined together are equal to or less than ten calendar days and regardless of whether monetary compensation is otherwise provided for hereunder for one or more calendar days of time extension entitlement for each calendar day exceeding ten calendar days. All calculations under this provision shall exclude weather days, Holidays, and Special Events.

4-3.2.2 Subcontracted Work: Compensation for the additional or unforeseen work performed by a subcontractor shall be limited solely to that provided for in 4-3.2.1 (1), (2), (3) and (4)(a). In addition, the Contractor compensation is expressly limited to the greater of the total provided in either 4-3.2.1(4)(a) or (4)(b), except that the Average Overhead Per-Day calculation is as follows:

$$Ds = \frac{As \times C}{B}$$

Where As = Original Contract Amount minus Original Subcontract amounts(s)*

B = Original Contract Time
C = 8%
Ds = Average Overhead Per-Day

* deduct Original Subcontract Amount(s) of subcontractor(s) performing the work

The subcontractor may receive compensation for any premium for acquiring a bond for the additional or unforeseen work; provided, however, that such payment for additional subcontractor bond will only be paid upon presentment to the Department of clear and convincing proof that the subcontractor has actually submitted and paid for separate bond premiums for such additional or unforeseen work in such amount and that the subcontractor was required by the Contractor to acquire a bond.

The Contractor shall require the subcontractor to submit a certification, in accordance with 4-3.2.1 (1), as part of the cost proposal and submit such to the Engineer. Such

certification must be made by an officer or director of the subcontractor with authority to bind the subcontractor. Timely certification is a condition precedent to any right of the Contractor to recover compensation for such subcontractor costs, and failure to timely submit the certification will constitute a full, complete, absolute and irrevocable waiver by the Contractor of any right to recover such subcontractor costs.

4-3.3 No Waiver of Contract: Changes made by the Engineer will not be considered to waive any of the provisions of the Contract, nor may the Contractor make any claim for loss of anticipated profits because of the changes, or by reason of any variation between the approximate quantities and the quantities of work actually performed. All work shall be performed as directed by the Engineer and in accordance with the Contract Documents.

4-3.4 Conditions Requiring a Supplemental Agreement or Unilateral Payment: A Supplemental Agreement or Unilateral Payment will be used to clarify the Plans and Specifications of the Contract; to provide for unforeseen work, grade changes, or alterations in the Plans which could not reasonably have been contemplated or foreseen in the original Plans and Specifications; to change the limits of construction to meet field conditions; to provide a safe and functional connection to an existing pavement; to settle documented Contract claims; to make the project functionally operational in accordance with the intent of the original Contract and subsequent amendments thereto.

A Supplemental Agreement or Unilateral Payment may be used to expand the physical limits of the project only to the extent necessary to make the project functionally operational in accordance with the intent of the original Contract. The cost of any such agreement extending the physical limits of the project shall not exceed $100,000 or 10% of the original Contract price, whichever is greater.

Perform no work to be covered by a Supplemental Agreement or Unilateral Payment before written authorization is received from the Engineer. The Engineer's written authorization will set forth sufficient work information to allow the work to begin. The work activities, terms and conditions will be reduced to written Supplemental Agreement or Unilateral Payment form promptly thereafter. No payment will be made on a Supplemental Agreement or Unilateral Payment prior to the Department's approval of the document.

4-3.5 Extra Work: Extra work authorized in writing by the Engineer will be paid in accordance with the formula in 4-3.2. Such payment will be the full extent of all monetary compensation entitlement due to the Contractor for such extra work. Any entitlement to a time extension due to extra work will be limited solely to that provided for in 4-3.2 for additional work.

4-3.6 Connections to Existing Pavement, Drives and Walks: Generally adhere to the limits of construction at the beginning and end of the project as detailed in the Plans. However, if the Engineer determines that it is necessary to extend the construction in order to make suitable connections to existing pavement, the Engineer will authorize such a change in writing.

For necessary connections to existing walks and drives that are not indicated in the Plans, the Engineer will submit direction regarding the proper connections in accordance with the Design Standards.

4-3.7 Differing Site Conditions: During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the Contract, or if unknown physical conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the Contract are encountered at the site, the party discovering such conditions shall promptly notify

the other party in writing of the specific differing conditions before the Contractor disturbs the conditions or performs the affected work.

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

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

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

4-3.8 Changes Affecting Utilities: The Contractor shall be responsible for identifying and assessing any potential impacts to a utility that may be caused by the changes proposed by the Contractor, and the Contractor shall at the time of making the request for a change notify the Department in writing of any such potential impacts to utilities.

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

4-3.9 Cost Savings Initiative Proposal:

4-3.9.1 Intent and Objective:

1. This Subarticle applies to any cost reduction proposal (hereinafter referred to as a Proposal) that the Contractor initiates and develops for the purpose of refining the Contract to increase cost effectiveness or significantly improve the quality of the end result. A mandatory Cost Savings Initiative Workshop will be held prior to Contract Time beginning for the Contractor and Department to discuss potential Proposals. This Subarticle does not, however, apply to any such proposal unless the Contractor identifies it at the time of its submission to the Department as a proposal submitted pursuant to this Subarticle.

2. The Department will consider Proposals that would result in net savings to the Department by providing a decrease in the cost of the Contract. Proposals must result in savings without impairing essential functions and characteristics such as safety, service, life, reliability, economy of operation, ease of maintenance, aesthetics and necessary standard design features. However, nothing herein prohibits the Contractor from submitting Proposals when the required functions and characteristics can be combined, reduced or eliminated because they are nonessential or excessive. The Department will not recognize the Contractor's correction of plan errors that result in a cost reduction, as a Proposal.

3. The Department reserves the right to reject at its discretion any Proposal submitted that proposes a change in the design of the pavement system or that would require additional right-of-way. Pending the Department's execution of a formal supplemental agreement implementing an approved Proposal, the Contractor shall remain obligated to perform the work in accordance with the terms of the existing Contract. The Department may grant time extensions to allow for the time required to develop and review a Proposal.

4. For potential Proposals not discussed at the Cost Savings Initiative Workshop, a mandatory concept meeting will be held for the Contractor and Department to discuss the potential Proposal prior to development of the Proposal.

4-3.9.2 Subcontractors: The Department encourages the Contractor to include the provisions of this Subarticle in Contracts with subcontractors and to encourage submission of Proposals from subcontractors. However, it is not mandatory to submit Proposals to the Department or to accept or transmit subcontractor proposed Proposals to the Department.

4-3.9.3 Data Requirements: As a minimum, submit the following information with each Proposal:

1. a description of the difference between the existing Contract requirement, including any time extension request, and the proposed change, and the comparative advantages and disadvantages.

2. separate detailed cost estimates for both the existing Contract requirement and the proposed change. Break down the cost estimates by pay item numbers indicating quantity increases or decreases and deleted pay items. Identify additional proposed work not covered by pay items within the Contract, by using pay item numbers in the Basis of Estimates Manual. In preparing the estimates, include overhead, profit, and bond within pay items in the Contract. Separate pay item(s) for the cost of overhead, profit, and bond will not be allowed.

3. an itemization of the changes, deletions or additions to plan details, plan sheets, design standards and Specifications that are required to implement the Proposal if the Department adopts it. Submit preliminary plan drawings sufficient to describe the proposed changes.

4. engineering or other analysis in sufficient detail to identify and describe specific features of the Contract that must be changed if the Department accepts the Proposal with a proposal as to how these changes can be accomplished and an assessment of their effect on other project elements. The Department may require that engineering analyses be performed by a prequalified consultant in the applicable class of work. Support all design changes that result from the Proposal with drawings and computations signed and sealed by the Contractor's Engineer of Record. Written documentation or drawings will be submitted clearly delineating the responsibility of the Contractor's Engineer of Record.

5. the date by which the Department must approve the Proposal to obtain the total estimated cost reduction during the remainder of the Contract, noting any effect on the Contract completion time or delivery schedule.

6. a revised project schedule that would be followed upon approval of the Proposal. This schedule would include submittal dates and review time for the Department and Peer reviews.

4-3.9.4 Processing Procedures: Submit Proposals to the Engineer or his duly authorized representative. The Department will process Proposals expeditiously; however, the Department is not liable for any delay in acting upon a Proposal submitted pursuant to this Subarticle. The Contractor may withdraw, in whole or in part, a Proposal not accepted by the Department within the period specified in the Proposal. The Department is not liable for any Proposal development cost in the case where the Department rejects or the Contractor withdraws a Proposal.

The Engineer is the sole judge of the acceptability of a Proposal and of the estimated net savings in construction costs from the adoption of all or any part of such proposal.

In determining the estimated net savings, the Department reserves the right to disregard the Contract bid prices if, in the judgment of the Engineer, such prices do not represent a fair measure of the value of work to be performed or to be deleted.

Prior to approval, the Engineer may modify a Proposal, with the concurrence of the Contractor, to make it acceptable. If any modification increases or decreases the net savings resulting from the Proposal, the Department will determine the Contractor's fair share upon the basis of the Proposal as modified and upon the final quantities. The Department will compute the net savings by subtracting the revised total cost of all bid items affected by the Proposal from the total cost of the same bid items as represented in the original Contract.

Prior to approval of the Proposal that initiates the supplemental agreement, submit acceptable Contract-quality plan sheets revised to show all details consistent with the Proposal design.

4-3.9.5 Computations for Change in Contract Cost of Performance: If the Proposal is adopted, the Contractor's share of the net savings as defined hereinafter represents full compensation to the Contractor for the Proposal.

The Department will not include its costs to process and implement a Proposal in the estimate. However, the Department reserves the right, where it deems such action appropriate, to require the Contractor to pay the Department's cost of investigating and implementing a Proposal as a condition of considering such proposal. When the Department imposes such a condition, the Contractor shall accept this condition in writing, authorizing the Department to deduct amounts payable to the Department from any monies due or that may become due to the Contractor under the Contract.

4-3.9.6 Conditions of Acceptance for Major Design Modifications of Category 2 Bridges: A Proposal that proposes major design modifications of a category 2 bridge, as determined by the Engineer, shall have the following conditions of acceptance:

All bridge Plans relating to the Proposal shall undergo an independent peer review conducted by a single independent engineering firm referred to for the purposes of this article as the Independent Review Engineer who is not the originator of the Proposal design, and is pre-qualified by the Department in accordance with Rule 14-75, Florida Administrative Code. The independent peer review is intended to be a comprehensive, thorough verification of the original work, giving assurance that the design is in compliance with all Department requirements. The Independent Review Engineer's comments, along with the resolution of each comment, shall be submitted to the Department. The Independent Review Engineer shall sign and seal the submittal cover letter stating that all comments have been adequately addressed and the design is in compliance with the Department requirements. If there are any unresolved comments the Independent Review Engineer shall specifically list all unresolved issues in the signed and sealed cover letter.

The Contractor shall designate a primary engineer responsible for the Proposal design and as such will be designated as the Contractors Engineer of Record for the Proposal design. The Department reserves the right to require the Contractor's Engineer of Record to assume responsibility for design of the entire structure.

New designs and independent peer reviews shall be in compliance with all applicable Department, FHWA and AASHTO criteria requirements including bridge load ratings.

4-3.9.7 Sharing Arrangements: If the Department approves a Proposal, the Contractor shall receive 50% of the net reduction in the cost of performance of the Contract as

determined by the final negotiated agreement between the Contractor and the Department. The net reduction will be determined by subtracting from the savings of the construction costs the reasonable documented engineering costs incurred by the contractor to design and develop a Proposal. The reasonable documented engineering costs will be paid by the Department. Engineering costs will be based on the consultant's certified invoice and may include the costs of the Independent Review Engineer in 4-3.9.6. The total engineering costs to be subtracted from the savings to determine the net reduction will be limited to 25% of the construction savings and shall not include any markup by the Contractor or the costs for engineering services performed by the Contractor.

4-3.9.8 Notice of Intellectual Property Interests and Department's Future Rights to a Proposal:

4-3.9.8.1 Notice of Intellectual Property Interests: The Contractor's Proposal submittal shall identify with specificity any and all forms of intellectual property rights that either the Contractor or any officer, shareholder, employee, consultant, or affiliate, of the Contractor, or any other entity who contributed in any measure to the substance of the Contractor's Proposal development, have or may have that are in whole or in part implicated in the Proposal. Such required intellectual property rights notice includes, but is not limited to, disclosure of any issued patents, copyrights, or licenses; pending patent, copyright or license applications; and any intellectual property rights that though not yet issued, applied for or intended to be pursued, could nevertheless otherwise be subsequently the subject of patent, copyright or license protection by the Contractor or others in the future. This notice requirement does not extend to intellectual property rights as to stand-alone or integral components of the Proposal that are already on the Department's Approved Product List (APL) or Design Standard Indexes, or are otherwise generally known in the industry as being subject to patent or copyright protection.

4-3.9.8.2 Department's Future Rights to a Proposal: Notwithstanding 7-3 nor any other provision of the Standard Specifications, upon acceptance of a Proposal, the Contractor hereby grants to the Department and its contractors (such grant being expressly limited solely to any and all existing or future Department construction projects and any other Department projects that are partially or wholly funded by or for the Department) a royalty-free and perpetual license under all forms of intellectual property rights to manufacture, to use, to design, to construct, to disclose, to reproduce, to prepare and fully utilize derivative works, to distribute, display and publish, in whole or in part, and to permit others to do any of the above, and to otherwise in any manner and for any purpose whatsoever do anything reasonably necessary to fully utilize any and all aspects of such Proposal on any and all existing and future construction projects and any other Department projects.

Contractor shall hold harmless, indemnify and defend the Department and its contractors and others in privity therewith from and against any and all claims, liabilities, other obligations or losses, and reasonable expenses related thereto (including reasonable attorneys' fees), which are incurred or are suffered by any breach of the foregoing grants, and regardless of whether such intellectual property rights were or were not disclosed by the Contractor pursuant to 4-3.9.8.1, unless the Department has by express written exception in the Proposal acceptance process specifically released the Contractor from such obligation to hold harmless, indemnify and defend as to one or more disclosed intellectual property rights.

FROM SECTION 5 – CONTROL OF THE WORK (CLAIMS).

5-12 Claims by Contractor.

5-12.1 General: When the Contractor deems that extra compensation or a time extension is due beyond that agreed to by the Engineer, whether due to delay, additional work, altered work, differing site conditions, breach of Contract, or for any other cause, the Contractor shall follow the procedures set forth herein for preservation, presentation and resolution of the claim.

Submission of timely notice of intent to file a claim, preliminary time extension request, time extension request, and the certified written claim, together with full and complete claim documentation, are each a condition precedent to the Contractor bringing any circuit court, arbitration, or other formal claims resolution proceeding against the Department for the items and for the sums or time set forth in the Contractor's certified written claim. The failure to provide such notice of intent, preliminary time extension request, time extension request, certified written claim and full and complete claim documentation within the time required shall constitute a full, complete, absolute and irrevocable waiver by the Contractor of any right to additional compensation or a time extension for such claim.

5-12.2 Notice of Claim:

5-12.2.1 Claims For Extra Work: Where the Contractor deems that additional compensation or a time extension is due for work or materials not expressly provided for in the Contract or which is by written directive expressly ordered by the Engineer pursuant to 4-3, the Contractor shall submit written notification to the Engineer of the intention to make a claim for additional compensation before beginning the work on which the claim is based, and if seeking a time extension, the Contractor shall also submit a preliminary request for time extension pursuant to 8-7.3.2 within ten calendar days after commencement of a delay and a request for Contract Time extension pursuant to 8-7.3.2 within thirty calendar days after the elimination of the delay. If such written notification is not submitted and the Engineer is not afforded the opportunity for keeping strict account of actual labor, material, equipment, and time, the Contractor waives the claim for additional compensation or a time extension. Such notice by the Contractor, and the fact that the Engineer has kept account of the labor, materials and equipment, and time, shall not in any way be construed as establishing the validity of the claim or method for computing any compensation or time extension for such claim. On projects with an original Contract amount of $3,000,000 or less within 90 calendar days after final acceptance of the project in accordance with 5-11, and on projects with an original Contract amount greater than $3,000,000 within 180 calendar days after final acceptance of the project in accordance with 5-11, the Contractor shall submit full and complete claim documentation as described in 5-12.3 and duly certified pursuant to 5-12.9. However, for any claim or part of a claim that pertains solely to final estimate quantities disputes the Contractor shall submit full and complete claim documentation as described in 5-12.3 and duly certified pursuant to 5-12.9, as to such final estimate claim dispute issues, within 90 or 180 calendar days, respectively, of the Contractor's receipt of the Department's final estimate.

If the Contractor fails to submit a certificate of claim as described in 5-12.9, the Department will so notify the Contractor in writing. The Contractor shall have ten calendar days from receipt of the notice to resubmit the claim documentation, without change, with a certificate of claim as described in 5-12.9, without regard to whether the resubmission is within the applicable 90 or 180 calendar day deadline for submission of full and complete claim documentation. Failure by the Contractor to comply with the ten calendar day notice shall constitute a waiver of the claim.

5-12.2.2 Claims For Delay: Where the Contractor deems that additional compensation or a time extension is due on account of delay, differing site conditions, breach of Contract, or any other cause other than for work or materials not expressly provided for in the Contract (Extra Work) or which is by written directive of the Engineer expressly ordered by the Engineer pursuant to 4-3, the Contractor shall submit a written notice of intent to the Engineer within ten days after commencement of a delay to a controlling work item expressly notifying the Engineer that the Contractor intends to seek additional compensation, and if seeking a time extension, the Contractor shall also submit a preliminary request for time extension pursuant to 8-7.3.2 within ten calendar days after commencement of a delay to a controlling work item, as to such delay and providing a reasonably complete description as to the cause and nature of the delay and the possible impacts to the Contractor's work by such delay, and a request for Contract Time extension pursuant to 8-7.3.2 within thirty calendar days after the elimination of the delay. On projects with an original Contract amount of $3,000,000 or less within 90 calendar days after final acceptance of the project in accordance with 5-11, and on projects with an original Contract amount greater than $3,000,000 within 180 calendar days after final acceptance of the project in accordance with 5-11, the Contractor shall submit full and complete documentation as described in 5-12.3 and duly certified pursuant to 5-12.9.

If the Contractor fails to submit a certificate of claim as described in 5-12.9, the Department will so notify the Contractor in writing. The Contractor shall have ten calendar days from receipt of the notice to resubmit the claim documentation, without change, with a certificate of claim as described in 5-12.9, without regard to whether the resubmission is within the applicable 90 or 180 calendar day deadline for submission of full and complete claim documentation. Failure by the Contractor to comply with the ten calendar day notice shall constitute a waiver of the claim.

There shall be no Contractor entitlement to any monetary compensation or time extension for any delays or delay impacts, whatsoever, that are not to a controlling work item, and then as to any such delay to a controlling work item entitlement to any monetary compensation or time extension shall only be to the extent such is otherwise provided for expressly under 4-3 or 5-12, except that in the instance of delay to a non-controlling item of work the Contractor may be compensated for the direct costs of idle labor or equipment only, at the rates set forth in 4-3.2.1(1) and (3), and then only to the extent the Contractor could not reasonably mitigate such idleness.

5-12.3 Content of Written Claim: As a condition precedent to the Contractor being entitled to additional compensation or a time extension under the Contract, for any claim, the Contractor shall submit a certified written claim to the Department which will include for each individual claim, at a minimum, the following information:

1. A detailed factual statement of the claim providing all necessary dates, locations, and items of work affected and included in each claim;

2. The date or dates on which actions resulting in the claim occurred or conditions resulting in the claim became evident;

3. Identification of all pertinent documents and the substance of any material oral communications relating to such claim and the name of the persons making such material oral communications;

4. Identification of the provisions of the Contract which support the claim and a statement of the reasons why such provisions support the claim, or alternatively, the provisions of the Contract which allegedly have been breached and the actions constituting such breach;

5. A detailed compilation of the amount of additional compensation sought and a breakdown of the amount sought as follows:

a. documented additional job site labor expenses;

b. documented additional cost of materials and supplies;

c. a list of additional equipment costs claimed, including each piece of equipment and the rental rate claimed for each;

d. any other additional direct costs or damages and the documents in support thereof;

e. any additional indirect costs or damages and all documentation in support thereof.

6. A detailed compilation of the specific dates and the exact number of calendar days sought for a time extension, the basis for entitlement to time for each day, all documentation of the delay, and a breakout of the number of days claimed for each identified event, circumstance or occurrence.

Further, the Contractor shall be prohibited from amending either the bases of entitlement or the amount of any compensation or time stated for any and all issues claimed in the Contractor's written claim submitted hereunder, and any circuit court, arbitration, or other formal claims resolution proceeding shall be limited solely to the bases of entitlement and the amount of any compensation or time stated for any and all issues claimed in the Contractor's written claim submitted hereunder. This shall not, however, preclude a Contractor from withdrawing or reducing any of the bases of entitlement and the amount of any compensation or time stated for any and all issues claimed in the Contractor's written claim submitted hereunder at any time.

5-12.4 Action on Claim: The Engineer will respond in writing on projects with an original Contract amount of $3,000,000 or less within 90 calendar days of receipt of a complete claim submitted by a Contractor in compliance with 5-12.3, and on projects with an original Contract amount greater than $3,000,000 within 120 calendar days of receipt of a complete claim submitted by a Contractor in compliance with 5-12.3. Failure by the Engineer to respond to a claim in writing within 90 or 120 days, respectively, after receipt of a complete claim submitted by the Contractor in compliance with 5-12.3 constitutes a denial of the claim by the Engineer. If the Engineer finds the claim or any part thereof to be valid, such partial or whole claim will be allowed and paid for to the extent deemed valid and any time extension granted, if applicable, as provided in the Contract. No circuit court or arbitration proceedings on any claim, or a part thereof, may be filed until after final acceptance per 5-11 of all Contract work by the Department or denial hereunder, whichever occurs last.

5-12.5 Pre-Settlement and Pre-Judgment Interest: Entitlement to any pre-settlement or pre-judgment interest on any claim amount determined to be valid subsequent to the Department's receipt of a certified written claim in full compliance with 5-12.3, whether determined by a settlement or a final ruling in formal proceedings, the Department shall pay to the Contractor simple interest calculated at the Prime Rate (as reported by the Wall Street Journal as the base rate on corporate loans posted by at least 75% of the nations 30 largest banks) as of the 60th calendar day following the Department's receipt of a certified written claim in full compliance with 5-12.3, such interest to accrue beginning 60 calendar days following the Department's receipt of a certified written claim in full compliance with 5-12.3 and ending on the date of final settlement or formal ruling.

5-12.6 Compensation for Extra Work or Delay:

5-12.6.1 Compensation for Extra Work: Notwithstanding anything to the contrary contained in the Contract Documents, the Contractor shall not be entitled to any compensation beyond that provided for in 4-3.2.

5-12.6.2 Compensation for Delay: Notwithstanding anything to the contrary contained in the Contract Documents, the additional compensation set forth in 5-12.6.2.1 shall be the Contractor's sole monetary remedy for any delay other than to perform extra work caused by the Department unless the delay shall have been caused by acts constituting willful or intentional interference by the Department with the Contractor's performance of the work and then only where such acts continue after Contractor's written notice to the Department of such interference. The parties anticipate that delays may be caused by or arise from any number of events during the term of the Contract, including, but not limited to, work performed, work deleted, supplemental agreements, work orders, disruptions, differing site conditions, utility conflicts, design changes or defects, time extensions, extra work, right-of-way issues, permitting issues, actions of suppliers, subcontractors or other contractors, actions by third parties, suspensions of work by the Engineer pursuant to 8-6.1, shop drawing approval process delays, expansion of the physical limits of the project to make it functional, weather, weekends, holidays, special events, suspension of Contract Time, or other events, forces or factors sometimes experienced in construction work. Such delays or events and their potential impacts on the performance by the Contractor are specifically contemplated and acknowledged by the parties in entering into this Contract, and shall not be deemed to constitute willful or intentional interference with the Contractor's performance of the work without clear and convincing proof that they were the result of a deliberate act, without reasonable and good-faith basis, and specifically intended to disrupt the Contractor's performance.

5-12.6.2.1 Compensation for Direct Costs, Indirect Costs, Expenses, and Profit thereon, of or from Delay: For any delay claim, the Contractor shall be entitled to monetary compensation for the actual idle labor and equipment, and indirect costs, expenses, and profit thereon, as provided for in 4-3.2.1(4) and solely for costs incurred beyond what reasonable mitigation thereof the Contractor could have undertaken.

5-12.7 Mandatory Claim Records: After submitting to the Engineer a notice of intent to file a claim for extra work or delay, the Contractor must keep daily records of all labor, material and equipment costs incurred for operations affected by the extra work or delay. These daily records must identify each operation affected by the extra work or delay and the specific locations where work is affected by the extra work or delay, as nearly as possible. The Engineer may also keep records of all labor, material and equipment used on the operations affected by the extra work or delay. The Contractor shall, once a notice of intent to claim has been timely filed, and not less than weekly thereafter as long as appropriate, submit the Contractor's daily records to the Engineer and be likewise entitled to receive the Department's daily records. The daily records to be submitted hereunder shall be done at no cost to the recipient.

5-12.8 Claims For Acceleration: The Department shall have no liability for any constructive acceleration of the work, nor shall the Contractor have any right to make any claim for constructive acceleration nor include the same as an element of any claim the Contractor may otherwise submit under this Contract. If the Engineer gives express written direction for the Contractor to accelerate its efforts, such written direction will set forth the prices and other pertinent information and will be reduced to a written Contract Document promptly. No payment will be made on a Supplemental Agreement for acceleration prior to the Department's approval of the documents.

5-12.9 Certificate of Claim: When submitting any claim, the Contractor shall certify under oath and in writing, in accordance with the formalities required by Florida law, that the claim is made in good faith, that the supportive data are accurate and complete to the Contractor's best knowledge and belief, and that the amount of the claim accurately reflects what the Contractor in good faith believes to be the Department's liability. Such certification must be made by an officer or director of the Contractor with the authority to bind the Contractor.

5-12.10 Non-Recoverable Items: The parties agree that for any claim the Department will not have liability for the following items of damages or expense:

1. Loss of profit, incentives or bonuses;
2. Any claim for other than extra work or delay;
3. Consequential damages, including, but not limited to, loss of bonding capacity, loss of bidding opportunities, loss of credit standing, cost of financing, interest paid, loss of other work or insolvency;
4. Acceleration costs and expenses, except where the Department has expressly and specifically directed the Contractor in writing "to accelerate at the Department's expense"; nor
5. Attorney fees, claims preparation expenses and costs of litigation.

5-12.11 Exclusive Remedies: Notwithstanding any other provision of this Contract, the parties agree that the Department shall have no liability to the Contractor for expenses, costs, or items of damages other than those which are specifically identified as payable under 5-12. In the event any legal action for additional compensation, whether on account of delay, acceleration, breach of contract, or otherwise, the Contractor agrees that the Department's liability will be limited to those items which are specifically identified as payable in 5-12.

5-12.12 Settlement Discussions: The content of any discussions or meetings held between the Department and the Contractor to settle or resolve any claims submitted by the Contractor against the Department shall be inadmissible in any legal, equitable, arbitration or administrative proceedings brought by the Contractor against the Department for payment of such claim. Dispute Resolution Board, State Arbitration Board and Claim Review Committee proceedings are not settlement discussions, for purposes of this provision.

5-12.13 Personal Liability of Public Officials: In carrying out any of the provisions of the Contract or in exercising any power or authority granted to the Secretary of Transportation, Engineer or any of their respective employees or agents, there shall be no liability on behalf of any employee, officer or official of the Department for which such individual is responsible, either personally or as officials or representatives of the Department. It is understood that in all such matters such individuals act solely as agents and representatives of the Department.

5-12.14 Auditing of Claims: All claims filed against the Department shall be subject to audit at any time following the filing of the claim, whether or not such claim is part of a suit pending in the Courts of this State. The audit may be performed, at the Department's sole discretion, by employees of the Department or by any independent auditor appointed by the Department, or both. The audit may begin after ten days written notice to the Contractor, subcontractor, or supplier. The Contractor, subcontractor, or supplier shall make a good faith effort to cooperate with the auditors. As a condition precedent to recovery on any claim, the Contractor, subcontractor, or supplier must retain sufficient records, and provide full and reasonable access to such records, to allow the Department's auditors to verify the claim and failure to retain sufficient records of the claim or failure to provide full and reasonable access to such records shall constitute a waiver of that portion of such claim that cannot be verified and

shall bar recovery thereunder. Further, and in addition to such audit access, upon the Contractor submitting a written claim, the Department shall have the right to request and receive, and the Contractor shall have the affirmative obligation to submit to the Department any and all documents in the possession of the Contractor or its subcontractors, materialmen or suppliers as may be deemed relevant by the Department in its review of the basis, validity or value of the Contractor's claim.

Without limiting the generality of the foregoing, the Contractor shall upon written request of the Department make available to the Department's auditors, or upon the Department's written request, submit at the Department's expense, any or all of the following documents:

1. Daily time sheets and foreman's daily reports and diaries;
2. Insurance, welfare and benefits records;
3. Payroll register;
4. Earnings records;
5. Payroll tax return;
6. Material invoices, purchase orders, and all material and supply acquisition contracts;
7. Material cost distribution worksheet;
8. Equipment records (list of company owned, rented or other equipment used);
9. Vendor rental agreements and subcontractor invoices;
10. Subcontractor payment certificates;
11. Canceled checks for the project, including, payroll and vendors;
12. Job cost report;
13. Job payroll ledger;
14. General ledger, general journal, (if used) and all subsidiary ledgers and journals together with all supporting documentation pertinent to entries made in these ledgers and journals;
15. Cash disbursements journal;
16. Financial statements for all years reflecting the operations on this project;
17. Income tax returns for all years reflecting the operations on this project;
18. All documents which reflect the Contractor's actual profit and overhead during the years this Contract was being performed and for each of the five years prior to the commencement of this Contract;
19. All documents related to the preparation of the Contractor's bid including the final calculations on which the bid was based;
20. All documents which relate to each and every claim together with all documents which support the amount of damages as to each claim;
21. Worksheets used to prepare the claim establishing the cost components for items of the claim including, but not limited to, labor, benefits and insurance, materials, equipment, subcontractors, and all documents that establish which time periods and individuals were involved, and the hours and rates for such individuals.

FROM SECTION 6 – CONTROL OF MATERIALS (CONVICT LABOR AND BUY AMERICA).

6-5 Products and Source of Supply.

6-5.1 Source of Supply–Convict Labor (Federal-Aid Contracts Only): Do not use materials that were produced after July 1, 1991, by convict labor for Federal-aid highway construction projects unless the prison facility has been producing convict-made materials for Federal-aid highway construction projects before July 1, 1987.

Use materials that were produced prior to July 2, 1991, by convicts on Federal-aid highway construction projects free from the restrictions placed on the use of these materials by 23 U.S.C. 114. The Department will limit the use of materials produced by convict labor for use in Federal-aid highway construction projects to:

1. Materials produced by convicts on parole, supervised release, or probation from a prison or,
2. Materials produced in a qualified prison facility.

The amount of such materials produced for Federal-aid highway construction during any 12-month period shall not exceed the amount produced in such facility for use in such construction during the 12-month period ending July 1, 1987.

6-5.2 Source of Supply-Steel: Use steel and iron manufactured in the United States, in accordance with the Buy America provisions of 23 CFR 635.410, as amended. Ensure that all manufacturing processes for this material occur in the United States. As used in this specification, a manufacturing process is any process that modifies the chemical content, physical shape or size, or final finish of a product, beginning with the initial melting and continuing through the final shaping and coating. If a steel or iron product is taken outside the United States for any manufacturing process, it becomes foreign source material. When using steel or iron materials as a component of any manufactured product (e.g., concrete pipe, prestressed beams, corrugated steel pipe, etc.), these same provisions apply. Foreign steel and iron may be used when the total actual cost of such foreign materials does not exceed 0.1% of the total Contract amount or $2,500, whichever is greater. These requirements are applicable to all steel and iron materials incorporated into the finished work, but are not applicable to steel and iron items that the Contractor uses but does not incorporate into the finished work. Submit a certification from the manufacturer of steel or iron, or any product containing steel or iron, stating that all steel or iron furnished or incorporated into the furnished product was produced and manufactured in the United States or a statement that the product was produced within the United States except for minimal quantities of foreign steel and iron valued at $ (actual cost). Submit each such certification to the Engineer prior to incorporating the material or product into the project. Prior to the use of foreign steel or iron materials on a project, submit invoices to document the actual cost of such material, and obtain the Engineer's written approval prior to incorporating the material into the project

FROM SECTION 7 – LEGAL REQUIREMENTS AND RESPONSIBILITIES TO THE PUBLIC (FHWA 1273, WAGE RATES, E-VERIFY, TITLE VI, DBE, AND ON-THE-JOB TRAINING).

Compliance with FHWA 1273: The FHWA-1273 Electronic version, dated May 1, 2012 is posted on the Department's website at the following URL address http://www.dot.state.fl.us/programmanagement/Implemented/URLinSpecs/Files/FHWA1273.pdf . Take responsibility to obtain this information and comply with all requirements posted on this website up through five calendar days before the opening of bids.

Comply with the provisions contained in FHWA-1273.

If the Department's website cannot be accessed, contact the Department's Specifications Office Web Coordinator at (850) 414-4101.

7-1.4 Compliance with Federal Endangered Species Act and other Wildlife Regulations: The Federal Endangered Species Act requires that the Department investigate the potential impact to a threatened or endangered species prior to initiating an activity performed in conjunction with a highway construction project. If the Department's investigation determines that there is a potential impact to a protected, threatened or an endangered species, the Department will conduct an evaluation to determine what measures may be necessary to mitigate such impact. When mitigation measures and/or special conditions are necessary, these measures and conditions will be addressed in the Contract Documents or in permits as identified in 7-2.1.

In addition, in cases where certain protected, threatened or endangered species are found or appear within close proximity to the project boundaries, the Department has established guidelines that will apply when interaction with certain species occurs, absent of any special mitigation measures or permit conditions otherwise identified for the project.

These guidelines are posted at the following URL address: http://www.dot.state.fl.us/programmanagement/Implemented/URLinSpecs/files/endangeredwildlifeguidelines.pdf .

Take responsibility to obtain this information and take all actions and precautions necessary to comply with the conditions of these guidelines during all project activities.

Prior to establishing any off-project activity in conjunction with a project, notify the Engineer of the proposed activity. Covered activities include but are not necessarily limited to borrow pits, concrete or asphalt plant sites, disposal sites, field offices, and material or equipment storage sites. Include in the notification the Financial Project ID, a description of the activity, the location of the site by township, range, section, county, and city, a site location map including the access route, the name of the property owner, and a person to contact to arrange a site inspection. Submit this notification sufficiently in advance of planned commencement of the off-site activity, to allow a reasonable period of time for the Engineer to conduct an investigation without delaying job progress.

Do not perform any off-project activity without obtaining written clearance from the Engineer. In the event the Department's investigation determines a potential impact to a protected, threatened or endangered species and mitigation measures or permits are necessary, coordinate with the appropriate resource agencies for clearance, obtain permits and perform mitigation measures as necessary. Immediately notify the Engineer in writing of the results of this coordination with the appropriate resource agencies. Additional compensation or time will not be allowed for permitting or mitigation, associated with Contractor initiated off-project activities.

7-1.8 Compliance with Section 4(f) of the USDOT Act: Section 4(f) of the USDOT Act prohibits the U. S. Secretary of Transportation from approving a project which requires the use

of publicly owned land of a public park, recreation area or a wildlife and waterfowl refuge, or of any historic site of national, state, or local significance unless there is no prudent or feasible alternative to using that land and the program or project includes all possible planning to minimize the harm to the site resulting from the use.

Before undertaking any off-project activity associated with any federally assisted undertaking, ensure that the proposed site does not represent a public park, recreation area, wildlife or waterfowl refuge, or a historic site (according to the results of the Cultural Resources Survey discussed in 120-6.2). If such a site is proposed, notify the Engineer and provide a description of the proposed off-site activity, the Financial Project ID, the location of the site by township, range, section, a county or city map showing the site location, including the access route and the name of the property. It is the Contractor's responsibility to submit justification for use of Section 4(f) property that is sufficient for the Florida Department of Transportation and the Federal Highway Administration to make a Section 4(f) determination. Submit this notification sufficiently in advance of planned commencement of the off-site activity to allow a reasonable time for the Engineer to conduct an investigation without delaying job progress. Do not begin any off-project activity without obtaining written clearance from the Engineer.**7-16 Wage Rates for Federal-Aid Projects.**

For this Contract, payment of predetermined minimum wages applies.

The U.S. Department of Labor (USDOL) Wage Rates applicable to this Contract are listed in table below, as modified up through ten days prior to the opening of bids.

Wage Rate Decision Number	Associated Work
FL 230	All Highway work under this contract

Obtain the applicable General Decision(s) (Wage Tables) through the Department's Office of Construction website and ensure that employees receive the minimum compensation applicable. Review the General Decisions for all classifications necessary to complete the project. Request additional classifications through the Engineer's office when needed.

For guidance on the requirements for the payment of wages and benefits and the submittal of certified payrolls, and for general guidance and examples of multiple wage rates when assigned to a Contract, refer to the Department's Office of Construction website. Questions regarding wage rates and the applicability of wage tables should be submitted in accordance with 2-4.

Contact the Department's Prevailing Wage Rate Coordinator at (850) 414-4688 if the Department's website cannot be accessed or there are questions.

7-24 Disadvantaged Business Enterprise Program.

7-24.1 Disadvantaged Business Enterprise Affirmative Action Plan: Prior to award of the Contract, have an approved Disadvantaged Business Enterprise (DBE) Affirmative Action Program Plan filed with the Equal Opportunity Office. Update and resubmit the plan every three years. No Contract will be awarded until the Department approves the Plan. The DBE Affirmative Action Program Plan is incorporated into and made a part of the Contract.

7-24.2 Required Contract and Subcontract DBE Assurance Language: In accordance with 49 CFR 26.13 (b), the Contract FDOT signs with the Contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance: "The Contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted Contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to,

1. Withholding monthly progress payments;
2. Assessing sanctions;
3. Liquidated damages; and/or
4. Disqualifying the Contractor from future bidding as non-responsible."

7-24.3 Plan Requirements: Include the following in the DBE Affirmative Action Program Plan:

1. A policy statement, signed by an authorized representative (president, chief executive officer, or chairman of the contractor), expressing a commitment to use DBEs in all aspects of contracting to the maximum extent feasible, outlining the various levels of responsibility, and stating the objectives of the program. Circulate the policy statement throughout the Contractor's organization.

2. The designation of a Liaison Officer within the Contractor's organization, as well as support staff, necessary and proper to administer the program, and a description of the authority, responsibility, and duties of the Liaison Officer and support staff. The Liaison Officer and staff are responsible for developing, managing, and implementing the program on a day-to-day basis for carrying out technical assistance activities for DBEs and for disseminating information on available business opportunities so that DBEs are provided an equitable opportunity to participate in Contracts let by the Department.

3. Utilization of techniques to facilitate DBE participation in contracting activities which include, but are not limited to:

a. Soliciting price quotations and arranging a time for the review of Plans, quantities, specifications, and delivery schedules, and for the preparation and presentation of quotations.

b. Providing assistance to DBEs in overcoming barriers such as the inability to obtain bonding, financing, or technical assistance.

c. Carrying out information and communication programs or workshops on contracting procedures and specific contracting opportunities in a timely manner, with such programs being bilingual where appropriate.

d. Encouraging eligible DBEs to apply for certification with the Department.

e. Contacting Minority Contractor Associations and city and county agencies with programs for disadvantaged individuals for assistance in recruiting and encouraging eligible DBE contractors to apply for certification with the Department.

7-24.4 DBE Records and Reports: Submit the following through the Equal Opportunity Compliance System:

1. DBE Commitments - at or before the Pre-Construction Conference.
2. Report monthly, through the Equal Opportunity Compliance System on the

Department's Website, actual payments (including retainage) made to DBEs for work performed with their own workforce and equipment in the area in which they are certified. Report payments made to all DBE and Minority Business Enterprise (MBE) subcontractors and DBE and MBE construction material and major suppliers.

The Equal Opportunity Office will provide instructions on accessing this system. Develop a record keeping system to monitor DBE affirmative action efforts which include the following:

1. the procedures adopted to comply with these Specifications;
2. the number of subordinated Contracts on Department projects awarded to DBEs;
3. the dollar value of the Contracts awarded to DBEs;
4. the percentage of the dollar value of all subordinated Contracts awarded to DBEs as a percentage of the total Contract amount;
5. a description of the general categories of Contracts awarded to DBEs; and
6. the specific efforts employed to identify and award Contracts to DBEs.

Upon request, provide the records to the Department for review.

Maintain all such records for a period of five years following acceptance of final payment and have them available for inspection by the Department and the Federal Highway Administration.

7-24.5 Counting DBE Participation and Commercially Useful Functions:

49 CFR Part 26.55 specifies when DBE credit shall be awarded for work performed by a DBE. DBE credit can only be awarded for work actually performed by DBEs themselves for the types of work for which they are certified. When reporting DBE Commitments, only include the dollars that a DBE is expected to earn for work they perform with their own workforce and equipment. Update DBE Commitments to reflect changes to the initial amount that was previously reported or to add DBEs not initially reported.

When a DBE participates in a contract, the value of the work is determined in accordance with 49 CFR Part 26.55, for example:

1. The Department will count only the value of the work performed by the DBE toward DBE goals. The entire amount of the contract that is performed by the DBE's own forces (including the cost of supplies, equipment and materials obtained by the DBE for the contract work) will be counted as DBE credit.
2. The Department will count the entire amount of fees or commissions charged by the DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services or for providing bonds or insurance specifically required for the performance of a Department-assisted contract, toward DBE goals, provided that the Department determines the fees to be reasonable and not excessive as compared with fees customarily followed for similar services.
3. When the DBE subcontracts part of the work of its contract to another firm, the Department will count the value of the subcontracted work only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.
4. When a DBE performs as a participant in a joint venture, the Department will count the portion of the dollar value of the contract equal to the distinct, clearly defined portion of the work the DBE performs with its own forces toward DBE goals.

5. The Contractors shall ensure that only expenditures to DBEs that perform a commercially useful function (CUF) in the work of a contract may be counted toward the voluntary DBE goal.

6. A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself.

7. Contractors wishing to use joint checks involving DBE credit must provide written notice to the District Contract Compliance Office prior to issuance of the joint check. The Contractor must also provide a copy of the notice to the DBE subcontractor and maintain a copy with the project records.

8. To determine whether a DBE is performing a commercially useful function, the Department will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and other relevant factors.

9. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation.

10. If a DBE does not perform or exercise responsibility for at least 30% of the total cost of its contract with its own workforce, or if the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, the DBE has not performed a commercially useful function.

7-24.6 Prompt Payments: Meet the requirements of 9-5 for payments to all DBE subcontractors.

7-25 On-The-Job Training Requirements.

As part of the Contractor's equal employment opportunity affirmative action program, training shall be provided as follows:

The Contractor shall provide On-The-Job Training aimed at developing full journeymen in the type of trade or job classification involved in the work. In the event the Contractor subcontracts a portion of the contract work, it shall determine how many, if any, of the trainees are to be trained by the subcontractor provided, that the Contractor shall retain the primary responsibility for meeting the training requirements imposed by this Section. Ensure that, when feasible, 25% of trainees in each occupation are in their first year of training. The Contractor shall incorporate the requirements of this Section into such subcontract.

The number of trainees will be estimated on the number of calendar days of the contract, the dollar value, and the scope of work to be performed. The trainee goal will be finalized at a Post-Preconstruction Trainee Evaluation Meeting and the goal will be distributed among the work classifications based on the following criteria:

1. Determine the number of trainees on Federal Aid Contract:

a. No trainees will be required for contracts with a Contract Time allowance of less than 275 calendar days.

b. If the Contract Time allowance is 275 calendar days or more, the number of trainees shall be established in accordance with the following chart:

Estimated Contract Amount	Trainees Required
$2,000,000 or less	0
Over $2,000,000 to $4,000,000	2
Over $4,000,000 to $6,000,000	3
Over $6,000,000 to $12,000,000	5
Over $12,000,000 to $18,000,000	7
Over $18,000,000 to $24,000,000	9
Over $24,000,000 to $31,000,000	12
Over $31,000,000 to $37,000,000	13
Over $37,000,000 to $43,000,000	14
Over $43,000,000 to $49,000,000	15
Over $49,000,000 to $55,000,000	16
Over $55,000,000 to $62,000,000	17
Over $62,000,000 to $68,000,000	18
Over $68,000,000 to $74,000,000	19
Over $74,000,000 to $81,000,000	20
Over $81,000,000 to $87,000,000	21
Over $87,000,000 to $93,000,000	22
Over $93,000,000 to $99,000,000	23
Over $99,000,000 to $105,000,000	24
Over $105,000,000 to $112,000,000	25
Over $112,000,000 to $118,000,000	26
Over $118,000,000 to $124,000,000	27
Over $124,000,000 to $130,000,000	28
Over $130,000,000 to *	
*One additional trainee per $6,000,000 of estimated Construction Contract amount over $130,000,000	

Further, if the Contractor or subcontractor requests to utilize banked trainees as discussed later in this Section, a Banking Certificate will be validated at this meeting allowing credit to the Contractor for previously banked trainees. Banked credits of prime Contractors working as Subcontractors may be accepted for credit. The Contractor's Project Manager, the Construction Project Engineer and the Department's District Contract Compliance Manager will attend this meeting. Within ten days after the Post-Preconstruction Training Evaluation Meeting, the Contractor shall submit to the Department for approval an On-The-Job Training Schedule indicating the number of trainees to be trained in each selected classification and the portion of the Contract Time during which training of each trainee is to take place. This schedule may be subject to change if any of the following occur:

1. When a start date on the approved On-The-Job Training Schedule has been missed by 14 or more days;

2. When there is a change in previously approved classifications;

3. When replacement trainees are added due to voluntary or involuntary termination

The revised schedule will be resubmitted to and approved by the Department's District Contract Compliance Manager.

The following criteria will be used in determining whether or not the Contractor has complied with this Section as it relates to the number of trainees to be trained:

1. Credit will be allowed for each trainee that is both enrolled and satisfactorily completes training on this Contract. Credit for trainees, over the established number for this Contract, will be carried in a "bank" for the Contractor and credit will be allowed for those surplus trainees in subsequent, applicable projects. A "banked" trainee is described as an employee who has been trained on a project, over and above the established goal, and for which the Contractor desires to preserve credit for utilization on a subsequent project.

2. Credit will be allowed for each trainee that has been previously enrolled in the Department's approved training program on another contract and continues training in the same job classification and completes their training on a different contract.

3. Credit will be allowed for each trainee who, due to the amount of work available in their classification, is given the greatest practical amount of training on the contract regardless of whether or not the trainee completes training.

4. Credit will be allowed for any training position indicated in the approved On-The-Job Training Schedule, if the Contractor can demonstrate that made a good faith effort to provide training in that classification was made.

5. No credit will be allowed for a trainee whose employment by the Contractor is involuntarily terminated unless the Contractor can clearly demonstrate good cause for this action.

Training and upgrading of minorities, women and economically disadvantaged persons toward journeyman status is a primary objective of this Section. Accordingly, the Contractor shall make every effort to enroll minority trainees and women (e.g., by conducting systematic and direct recruitment through public and private sources likely to yield minority and women trainees) to the extent such persons are available within a reasonable area of recruitment. If a non-minority male is enrolled into the On-The-Job Training Program, the On-The-Job Training Notification of Personnel Action Form notifying the District Contract Compliance Manager of such action shall be accompanied by a disadvantaged certification or a justification for such action acceptable to the Department's District Contract Compliance Manager. The Contractor will be given an opportunity and will be responsible for demonstrating the steps that it has taken in pursuance thereof, prior to a determination as to whether the Contractor is in compliance with this Section. This training is not intended, and shall not be used, to discriminate against any applicant for training, whether a minority, woman or disadvantaged person.

No employee shall be employed as a trainee in any classification in which they have successfully completed a training course leading to journeyman status, or have been employed as a journeyman. The Contractor may satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used, the Contractor's records should document the findings in each case.

The minimum length and type of training for each classification will be as established at the Post-Preconstruction Trainee Evaluation Meeting and approved by the Department. Graduation to journeyman status will be based upon satisfactory completion of a Proficiency Demonstration set up at the completion of training and established for the specific training classification, completion of the minimum hours in a training classification range, and the employer's satisfaction that the trainee does meet journeyman status in the classification of

training. Upon reaching journeyman status, the following documentation must be forwarded to the District Contract Compliance Office:

1. Trainee Enrollment and Personnel Action Form
2. Proficiency Demonstration Verification Form indicating completion of each standard established for the classification signed by representatives of both the Contractor and the Department.

The Department and the Contractor shall establish a program that is tied to the scope of the work in the project and the length of operations providing it is reasonably calculated to meet the equal employment opportunity obligations of the Contractor and to qualify the average trainee for journeyman status in the classifications concerned, by at least, the minimum hours prescribed for a training classification. Furthermore, apprenticeship programs registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau and training programs approved but not necessarily sponsored by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training shall also be considered acceptable provided it is being administered in a manner consistent with the equal employment obligations of Federal Aid highway construction contract. Approval or acceptance of a training schedule shall be obtained from the Department prior to commencing work on the classifications covered by the program.

A voluntary On-The-Job Training Program is available to a Contractor which has been awarded a state funded project. Through this program, the Contractor will have the option to train employees on state funded projects for “banked credit” as discussed previously in this provision, to be utilized on subsequent Federal Aid Projects where training is required. Those Contractors availing themselves of this opportunity to train personnel on state funded projects and bank trainee hours for credit shall comply with all training criteria set forth in this Section for Federal Aid Projects; voluntary banking may be denied by the Department if staff is not available to monitor compliance with the training criteria.

It is the intention of these provisions that training is to be provided in the construction crafts rather than clerk-typists or secretarial type positions. Training is permissible in lower level management positions such as office engineers, estimators, etc., where the training is oriented toward construction applications. Training in the laborer classifications, except Common/General Laborer, may be permitted provided that significant and meaningful training is provided and approved by the District Contract Compliance Office.

When approved in advance by the District Contract Compliance Manager, credit will be given for training of persons in excess of the number specified herein under the current contract or a Contractor will be allowed to bank trainees who have successfully completed a training program and may apply those trainees to a training requirement in subsequent project(s) upon approval of the Department’s District Contract Compliance Manager. This credit will be given even though the Contractor may receive training program funds from other sources, provided such other source do not specifically prohibit the Contractor from receiving other form of compensation. Offsite training is permissible as long as the training is an integral part of an approved training program and does not compromise a significant part of the overall training. Credit for offsite training indicated above may only be made to the Contractor when it does one or more of the following and the trainees are concurrently employed on a Federal Aid Project:

1. Contributes to the cost of the training,
2. Provides the instruction to the trainee,
3. Pays the trainee’s wages during the offsite training period.

The Contractor shall compensate the trainee at no less than the laborer rate established in the Contract at the onset of training. The compensation rate will be increased to the journeyman's wage upon graduation from the training program for the remainder of the time the trainee works in the classification in which they were trained.

The Contractor shall furnish the trainee a copy of the program they will follow in providing the training. The Contractor shall provide each trainee with a certification showing the type and length of training satisfactorily completed. The Contractor shall enroll a trainee in one training classification at a time to completion before the trainee can be enrolled in another classification on the same project.

The Contractor shall maintain records to document the actual hours each trainee is engaged in training on work being performed as a part of this Contract.

The Contractor shall submit to the District Contract Compliance Manager a copy of an On-The-Job Training Notification of Personnel Action form no later than seven days after the effective date of the action when the following actions occur: a trainee is transferred on the project, transferred from the project to continue training on another contract, completes training, is upgraded to journeyman status or voluntary terminates or is involuntary terminated from the project.

The Contractor shall furnish to the District Contract Compliance Manager a copy of a Monthly Time Report for each trainee. The Monthly Time Report for each month shall be submitted no later than the tenth day of the subsequent month. The Monthly Time Report shall indicate the phases and sub-phases of the number of hours devoted to each proficiency.

Highway or Bridge Carpenter Helper, Mechanic Helper, Rodman/Chainman, and Timekeeper classifications will not be approved for the On-The-Job Training Program.

The number of trainees may be distributed among the work classifications on the basis of the Contractor's needs and the availability of journeymen in the various classifications within a reasonable area of recruitment.

The Contractor will have fulfilled the responsibilities of this Specification when acceptable training has been provided to the trainee as specified above.

7-26 Cargo Preference Act – Use of United States-Flag Vessels.

Pursuant to Title 46 CFR 381, the Contractor agrees

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this Contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph 1 of this Article to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

3. To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this Contract.

7-29 E-Verify.

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

7-31 Title VI Assurance – DOT 1050.2A, Appendix A and Appendix E.

7-31.1 Appendix A: During the performance of this Contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

1. Compliance with Regulations: The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the US Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

2. Nondiscrimination: The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the basis of race, color, national origin or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for subcontractors, including procurements of materials and equipment: In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, or sex.

4. Information and Reports: The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Florida Department of Transportation or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, order and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the Florida Department of Transportation, or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the Florida Department of Transportation shall impose such Contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

a. withholding of payments to the Contractor under the Contract until the Contractor complies, or

b. cancellation, termination or suspension of the Contract, in whole or in part.

6. Incorporation of Provisions: The Contractor shall include the provisions of the 7-30.1 through 7-30.6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the Florida Department of Transportation or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the Florida Department of Transportation to enter into such litigation to protect the interests of the Florida Department of Transportation, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

7-31.2 Appendix E: During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor" agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;

2. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired of Federal or Federal-aid programs and projects);

3. Federal-Aid Highway Act of 1973, (23 U.S.C § 324 et seq.), (prohibits discrimination on the basis of sex);

4. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;

5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);

6. Airport and Airway Improvement Act of 1982, (49 U.S.C. 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color national origins or sex);

7. The Civil Rights Restoration Act of 1987 (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

8. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

FROM SECTION 8 (SUBLETTING, CONTRACT TIME EXTENSIONS, AND LIQUIDATED DAMAGES).

8-1 Subletting or Assigning of Contracts.

Do not, sell, transfer, assign or otherwise dispose of the Contract or Contracts or any portion thereof, or of the right, title, or interest therein, without written consent of the Department. If the Contractor chooses to sublet any portion of the Contract, the Contractor must provide a written request to sublet work on the Certification of Sublet Work form developed by the Department for this purpose. With the Engineer's acceptance of the request, the Contractor may sublet a portion of the work, but shall perform with its own organization work amounting to not less than 40% of the total Contract amount. The Certification of Sublet Work request will be deemed acceptable by the Department, for purposes of the Department's consent, unless the Engineer notifies the Contractor within 5 business days of receipt of the Certification of Sublet Work that the Department is not consenting to the requested subletting.

Include in the total Contract amount the cost of materials and manufactured component products, and their transportation to the project site. For the purpose of meeting this requirement the Department will not consider off-site commercial production of materials and manufactured component products that the Contractor purchases, or their transportation to the project, as subcontracted work.

If the Contractor sublets a part of a Contract item, the Department will use only the sublet proportional cost in determining the percentage of subcontracted normal work.

Execute all agreements to sublet work in writing and include all pertinent provisions and requirements of the Contract. All other agreements must be in writing and reference all applicable Contract provisions. Upon request, furnish the Department with a copy of the subcontract and agreement. The subletting of work does not relieve the Contractor or the surety of their respective liabilities under the Contract.

The Department recognizes a subcontractor only in the capacity of an employee or agent of the Contractor, and the Engineer may require the Contractor to remove the subcontractor as in the case of an employee.

8-7.3.2 Contract Time Extensions: The Department may grant an extension of Contract Time when a controlling item of work is delayed by factors not reasonably anticipated or foreseeable at the time of bid. The Department may allow such extension of time only for delays occurring during the Contract Time period or authorized extensions of the Contract Time period. When failure by the Department to fulfill an obligation under the Contract results in delays to the controlling items of work, the Department will consider such delays as a basis for granting a time extension to the Contract.

Whenever the Engineer suspends the Contractor's operations, as provided in 8-6, for reasons other than the fault of the Contractor, the Engineer will grant a time extension for any delay to a controlling item of work due to such suspension. The Department will not grant time extensions to the Contract for delays due to the fault or negligence of the Contractor.

The Department does not include an allowance for delays caused by the effects of inclement weather or suspension of Contractor's operations as defined in 8-6.4, in establishing Contract Time. The Engineer will continually monitor the effects of weather and,

when found justified, grant time extensions on either a bimonthly or monthly basis. The Engineer will not require the Contractor to submit a request for additional time due to the effects of weather.

The Department will grant time extensions, on a day for day basis, for delays caused by the effects of rains or other inclement weather conditions, related adverse soil conditions or suspension of operations as defined in 8-6.4 that prevent the Contractor from productively performing controlling items of work resulting in:

1. The Contractor being unable to work at least 50% of the normal work day on pre-determined controlling work items; or

2. The Contractor must make major repairs to work damaged by weather, provided that the damage is not attributable to the Contractor's failure to perform or neglect; and provided that the Contractor was unable to work at least 50% of the normal workday on pre-determined controlling work items.

No additional compensation will be made for delays caused by the effects of inclement weather.

The Department will consider the delays in delivery of materials or component equipment that affect progress on a controlling item of work as a basis for granting a time extension if such delays are beyond the control of the Contractor or supplier. Such delays may include an area-wide shortage, an industry-wide strike, or a natural disaster that affects all feasible sources of supply. In such cases, the Contractor shall furnish substantiating letters from a representative number of manufacturers of such materials or equipment clearly confirming that the delays in delivery were the result of an area-wide shortage, an industry-wide strike, etc. No additional compensation will be made for delays caused by delivery of materials or component equipment.

The Department will not consider requests for time extension due to delay in the delivery of custom manufactured equipment such as traffic signal equipment, highway lighting equipment, etc., unless the Contractor furnishes documentation that he placed the order for such equipment in a timely manner, the delay was caused by factors beyond the manufacturer's control, and the lack of such equipment caused a delay in progress on a controlling item of work. No additional compensation will be paid for delays caused by delivery of custom manufactured equipment.

The Department will consider the affect of utility relocation and adjustment work on job progress as the basis for granting a time extension only if all the following criteria are met:

1. Delays are the result of either utility work that was not detailed in the Plans, or utility work that was detailed in the Plans but was not accomplished in reasonably close accordance with the schedule included in the Contract Documents.

2. Utility work actually affected progress toward completion of controlling work items.

3. The Contractor took all reasonable measures to minimize the effect of utility work on job progress, including cooperative scheduling of the Contractor's operations with the scheduled utility work at the preconstruction conference and providing adequate advance notification to utility companies as to the dates to coordinate their operations with the Contractor's operations to avoid delays.

As a condition precedent to an extension of Contract Time the Contractor must submit to the Engineer:

A preliminary request for an extension of Contract Time must be made in writing to the Engineer within ten calendar days after the commencement of a delay to a controlling item of work. If the Contractor fails to submit this required preliminary request for an extension of Contract Time, the Contractor fully, completely, absolutely and irrevocably waives any entitlement to an extension of Contract Time for that delay. In the case of a continuing delay only a single preliminary request for an extension of Contract Time will be required. Each such preliminary request for an extension of Contract Time shall include as a minimum the commencement date of the delay, the cause of the delay, and the controlling item of work affected by the delay.

Furthermore, the Contractor must submit to the Engineer a request for a Contract Time extension in writing within 30 days after the elimination of the delay to the controlling item of work identified in the preliminary request for an extension of Contract Time. Each request for a Contract Time extension shall include as a minimum all documentation that the Contractor wishes the Department to consider related to the delay, and the exact number of days requested to be added to Contract Time. If the Contractor contends that the delay is compensable, then the Contractor shall also be required to submit with the request for a Contract Time extension a detailed cost analysis of the requested additional compensation. If the Contractor fails to submit this required request for a Contract Time extension, with or without a detailed cost analysis, depriving the Engineer of the timely opportunity to verify the delay and the costs of the delay, the Contractor waives any entitlement to an extension of Contract Time or additional compensation for the delay.

Upon timely receipt of the preliminary request of Contract Time from the Contractor, the Engineer will investigate the conditions, and if it is determined that a controlling item of work is being delayed for reasons beyond the control of the Contractor the Engineer will take appropriate action to mitigate the delay and the costs of the delay. Upon timely receipt of the request for a Contract Time extension the Engineer will further investigate the conditions, and if it is determined that there was an increase in the time or the cost of performance of the controlling item of work beyond the control of the Contractor, then an adjustment of Contract Time will be made, and a monetary adjustment will be made, excluding loss of anticipated profits, and the Contract will be modified in writing accordingly.

The existence of an accepted schedule, including any required update(s), as stated in 8-3.2, is a condition precedent to the Contractor having any right to the granting of an extension of Contract Time or any monetary compensation arising out of any delay. Contractor failure to have an accepted schedule, including any required update(s), for the period of potential impact, or in the event the currently accepted schedule and applicable updates do not accurately reflect the actual status of the project or fail to accurately show the true controlling or non-controlling work activities for the period of potential impact, will result in any entitlement determination as to time or money for such period of potential impact being limited solely to the Department's analysis and identification of the actual controlling or non-controlling work activities. Further, in such instances, the Department's determination as to entitlement as to either time or compensability will be final, unless the Contractor can prove by clear and convincing evidence to a Disputes Review Board that the Department's determination was without any reasonable factual basis.

8-10 Liquidated Damages for Failure to Complete the Work.

8-10.2 Amount of Liquidated Damages: Applicable liquidated damages are the amounts established in the following schedule:

Original Contract Amount	Daily Charge Per Calendar Day
$50,000 and under	$763
Over $50,000 but less than $250,000	$958
$250,000 but less than $500,000	$1,099
$500,000 but less than $2,500,000	$1,584
$2,500,000 but less than $5,000,000	$2,811
$5,000,000 but less than $10,000,000	$3,645
$10,000,000 but less than $15,000,000	$4,217
$15,000,000 but less than $20,000,000	$4,698
$20,000,000 and over	$6,323 plus 0.00005 of any amount over $20 million (Round to nearest whole dollar)

FROM SECTION 9 (PARTIAL PAYMENTS).

9-5 Partial Payments.

9-5.1 General: The Engineer will make partial payments on monthly estimates based on the amount of work that the Contractor completes during the month (including delivery of certain materials, as specified herein below). The Engineer will make approximate monthly payments, and the Department will correct all partial estimates and payments in the subsequent estimates and in the final estimate and payment.

The Department will base the amount of such payments on the total value of the work that the Contractor has performed to the date of the estimate, based on the quantities completed and the Contract prices, less payments previously made and less any retainage withheld.

Retainage will not be withheld until the percent of Contract Time used exceeds 75%. From that time forward, the Department will withhold retainage of 10% of the amount due on the current estimate as retainage when the percent of Contract Time used exceeds the percent of Contract amount earned by more than 15%.

Contract amount is defined as the original Contract amount adjusted by approved supplemental agreements.

Retainage will be determined for each job on multiple job Contracts. The Department will not accept Securities, Certificates of Deposit or letters of credit as a replacement for retainage. Amounts withheld will not be released until payment of the final estimate.

9-5.2 Unsatisfactory Payment Record: In accordance with Sections 255.05 and 337.16 of the Florida Statutes, and the rules of the Department, the Department may disqualify the Contractor from bidding on future Department contracts if the Contractor's payment record in connection with contract work becomes unsatisfactory.

9-5.3 Withholding Payment:

9-5.3.1 Withholding Payment for Defective Work: If the Department discovers any defective work or material prior to the final acceptance, or if the Department has a reasonable doubt as to the integrity of any part of the completed work prior to final acceptance, then the Department will not allow payment for such defective or questioned work until the Contractor has remedied the defect and removed any causes of doubt.

9-5.3.2 Withholding Payment for Failure to Comply: The Department will withhold progress payments from the Contractor if he fails to comply with any or all of the following within 60 days after beginning work:

1. comply with and submit required paperwork relating to prevailing wage rate provisions, Equal Employment Opportunity, On-The-Job Training, and Affirmative Action;

2. comply with the requirement to all necessary information, including actual payments to DBEs, all other subcontractors and major suppliers, through the Internet based Equal Opportunity Reporting System;

3. comply with or make a good faith effort to ensure employment opportunity for minorities and females in accordance with the required contract provisions for Federal Aid Construction Contracts, and

4. comply with or make a good faith effort to meet On-The-Job Training goals.

The Department will withhold progress payments until the Contractor has satisfied the above conditions.

9-5.4 Release of Retainage After Acceptance: When the Contractor has furnished the Department with all submittals required by the Contract, such as invoices, EEO reports, materials certifications, certification of materials procured, etc., (excluding Contractor's letter of acceptance of final amount due and Form 21-A release) and the Engineer has determined that the measurement and computation of pay quantities is correct, the Department may reduce the retainage to $1,000 plus any amount that the Department elects to deduct for defective work as provided in 9-5.3.

The Department will not allow a semifinal estimate under the provisions of the above paragraphs unless the time elapsing between (1) acceptance of the project and receipt of all test reports, invoices, etc., and (2) submission of the final estimate to the Contractor for acceptance, exceeds or is expected to exceed ten days.

The Department may deduct from payment estimates any sums that the Contractor owes to the Department on any account. Where more than one project or job (separate job number) is included in the Contract, the Department will distribute the reduced retainage as provided in the first paragraph of this Subarticle to each separate project or job in the ratio that the Contract value of the work for the particular job bears to the total Contract amount.

9-5.5 Partial Payments for Delivery of Certain Materials:

9-5.5.1 General: The Department will allow partial payments for new materials that will be permanently incorporated into the project and are stockpiled in approved locations in the project vicinity. Stockpile materials so that they will not be damaged by the elements and in a manner that identifies the project on which they are to be used.

The following conditions apply to all payments for stockpiled materials:

1. There must be reasonable assurance that the stockpiled material will be incorporated into the specific project on which partial payment is made.

2. The stockpiled material must be approved as meeting applicable specifications.

3. The total quantity for which partial payment is made shall not exceed the estimated total quantity required to complete the project.

4. The Contractor shall furnish the Engineer with copies of certified invoices to document the value of the materials received. The amount of the partial payment will be determined from invoices for the material up to the unit price in the Contract.

5. Delivery charges for materials delivered to the jobsite will be included in partial payments if properly documented.

6. Partial payments will not be made for materials which were stockpiled prior to award of the Contract for a project.

9-5.5.2 Partial Payment Amounts: The following partial payment restrictions apply:

1. Partial payments less than $5,000 for any one month will not be processed.

2. Partial payments for structural steel and precast prestressed items will not exceed 85% of the bid price for the item. Partial payments for all other items will not exceed 75% of the bid price of the item in which the material is to be used.

3. Partial payment will not be made for aggregate and base course material received after paving or base construction operations begin except when a construction sequence designated by the Department requires suspension of paving and base construction after the initial paving operations, partial payments will be reinstated until the paving and base construction resumes.

9-5.5.3 Off Site Storage: If the conditions of 9-5.5.1 are satisfied, partial payments will be allowed for materials stockpiled in approved in-state locations. Additionally, partial payments for materials stockpiled in approved out-of-state locations will be allowed if the conditions of 9-5.5.1 and the following conditions are met:

1. Furnish the Department a Materials Bond stating the supplier guarantees to furnish the material described in the Contract to the Contractor and Department. Under this bond, the Obligor shall be the material supplier and the Obligees shall be the Contractor and the Florida Department of Transportation. The bond shall be in the full dollar amount of the bid price for the materials described in the contract.

2. The following clauses must be added to the construction Contract between the Contractor and the supplier of the stockpiled materials:

"Notwithstanding anything to the contrary, <supplier> will be liable to the Contractor and the Florida Department of Transportation should <supplier> default in the performance of this agreement."

"Notwithstanding anything to the contrary, this agreement, and the performance bond issued pursuant to this agreement, does not alter, modify, or otherwise change the Contractor's obligation to furnish the materials described in this agreement to the Florida Department of Transportation."

3. The agreement between the Contractor and the supplier of the stockpiled materials must include provisions that the supplier will store the materials and that such materials are the property of the Contractor.

9-5.6 Certification of Payment to Subcontractors: The term "subcontractor," as used herein, includes persons or firms furnishing materials or equipment incorporated into the work or stockpiled for which the Department has made partial payment and firms working under equipment-rental agreements. The Contractor is required to pay all subcontractors for satisfactory performance of their Contracts before the Department will make a further progress (partial) payment. The Contractor shall also return all retainage withheld to the subcontractors within 30 days after the subcontractor's work is satisfactorily complete, as determined by the Department. Prior to receipt of any progress (partial) payment, the prime contractor shall certify that all subcontractors having an interest in the Contract were paid for satisfactory performance

of their Contracts and that the retainage is returned to subcontractors within 30 days after satisfactory completion of the subcontractor's work. Provide this certification in the form designated by the Department.

Within 30 days of the Contractor's receipt of the final progress payment or any other payments thereafter, except the final payment, the Contractor shall pay all subcontractors and suppliers having an interest in the Contract for all work completed and materials furnished. The Department will honor an exception to the above when the Contractor demonstrates good cause for not making any required payment and furnishes written notification of any such good cause to both the Department and the affected subcontractors or suppliers within said 30 day period.

The Contractor shall indemnify and provide defense for the Department when called upon to do so for all claims or suits against the Department, by third parties, pertaining to Contractor payment or performance issues arising out of the Contract. It is expressly understood that the monetary limitation on the extent of the indemnification shall be the approved Contract amount, which shall be the original Contract amount as may be increased by subsequent Supplemental Agreements.

SECTION 120
EARTHWORK AND RELATED OPERATIONS FOR LAP (OFF-SYSTEM)

120-1 Description.

120-1.1 General: Perform earthwork and related operations based on the type of work specified in the Contract and the Earthwork Categories as defined below. Meet the applicable requirements for materials, equipment and construction as specified.

Earthwork and related operations consists of excavation for the construction of the roadway, excavation for structures and pipe, constructing backfill around structures and pipe, and constructing embankments as required for the roadway, ditches, and channel changes.

120-1.2 Earthwork Categories: Performance of Earthwork Operations will fall into one of the following Earthwork Categories:

120-1.2.1 Earthwork Category 1: Includes the earthwork and related operations associated with the construction of sidewalks and bike paths along with any drainage structures associated with these facilities.

120-1.2.2 Earthwork Category 2: Includes the earthwork and related operations associated with the construction of turn lanes and other non-mainline traffic lanes, widening, roadway shoulders, concrete box culverts, retaining walls, and other drainage structures on the non-mainline pavement.

120-1.2.3 Earthwork Category 3: Includes the earthwork and related operations associated with the construction of new mainline pavement, along with concrete box culverts, retaining walls, and other drainage structures on the mainline pavement.

120-2 Classes of Excavation.

120-2.1 Excavation of Unsuitable Material: Excavation of unsuitable material consists of the removal of muck, clay, rock or any other material that is unsuitable in its original position and that is excavated below the finished grading template. For stabilized bases and sand bituminous road mixes, the finished grading template is the top of the finished base, shoulders and slopes. For all other bases and rigid pavement, the finished grading template is the finished shoulder and slope lines and bottom of completed base or rigid pavement.

120-2.2 Lateral Ditch Excavation: Lateral ditch excavation consists of all excavation of inlet and outlet ditches to structures and roadway, changes in channels of streams, and ditches parallel to the roadway right-of-way. Dress lateral ditches to the grade and cross-section shown in the plans.

120-2.3 Channel Excavation: Channel excavation consists of the excavation and satisfactory disposal of all materials from the limits of the channel as shown in the plans.

120-2.4 Excavation for Structures and Pipe: Excavation for structures consists of the excavation for bridge foundations, box culverts, pipe culverts, storm sewers and all other pipe lines, retaining walls, headwalls for pipe culverts and drains, catch basins, drop inlets, manholes, and similar structures.

120-3 Excavation Requirements.

120-3.1 Excavation and Replacement of Unsuitable Materials: Where rock, muck, clay, or other material within the limits of the roadway is unsuitable in its original position, excavate such material to the cross-sections shown in the plans or indicated by the Engineer, and backfill with suitable material. Shape backfill materials to the required cross-sections. Where the removal of plastic soils below the finished earthwork grade is required, meet a construction tolerance of plus or minus 0.2 foot in depth and plus or minus 6 inches (each side) in width.

120-3.2 Lateral Ditch Excavation: Excavate inlet and outlet ditches to structures and roadway, changes in channels of streams and ditches parallel to the roadway. Dress lateral ditches to the grade and cross-section shown in the plans.

120-3.3 Channel Excavation: Excavate and dispose of all materials from the limits of the channel as shown in the plans. Excavate for bridge foundations, box culverts, pipe culverts, storm sewers and all other pipe lines, retaining walls, headwalls for pipe culverts and drains, catch basins, drop inlets, manholes, and similar structures.

120-3.4 Excavation for Structures and Pipe.

120-3.4.1 Requirements for all Excavation: Excavate foundation pits to permit the placing of the full widths and lengths of footings shown in the plans, with full horizontal beds. Do not round or undercut corners or edges of footings. Perform all excavation to foundation materials, satisfactory to the Engineer, regardless of the elevation shown on the plans. Perform all excavation in stream beds to a depth at least 4 feet below the permanent bed of the stream, unless a firm footing can be established on solid rock before such depth is reached, and excavate to such additional depth as may be necessary to eliminate any danger of undermining. Wherever rock bottom is secured, excavate in such manner as to allow the solid rock to be exposed and prepared in horizontal beds for receiving the masonry. Remove all loose and disintegrated rock or thin strata. Have the Engineer inspect and approve all foundation excavations prior to placing masonry.

120-3.4.2 Earth Excavation:

120-3.4.2.1 Foundation Material other than the Rock: When masonry is to rest on an excavated surface other than rock, take special care to avoid disturbing the bottom of the excavation, and do not remove the final foundation material to grade until just before placing the masonry. In case the foundation material is soft or mucky, the Engineer may require excavation to a greater depth and to backfill to grade with approved material.

120-3.4.2.2 Foundation Piles: Where foundation piles are used, complete the excavation of each pit before driving the piles. After the driving is completed, remove all loose and displaced material, leaving a smooth, solid, and level bed to receive the masonry.

120-3.4.2.3 Removal of Obstructions: Remove boulders, logs, or any unforeseen obstacles encountered in excavating.

120-3.4.3 Rock Excavation: Clean all rock and other hard foundation material, remove all loose material, and cut all rock to a firm surface. Either level, step vertically and horizontally, or serrate the rock, as may be directed by the Engineer. Clean out all seams, and fill them with concrete or mortar.

120-3.4.4 Pipe Trench Excavation: Excavate trenches for pipe culverts and storm sewers to the elevation of the bottom of the pipe and to a width sufficient to provide adequate working room. Remove soil not meeting the classification specified as suitable backfill material in 120-8.3.2.2 to a depth of 4 inches below the bottom of the pipe elevation. Remove rock, boulders or other hard lumpy or unyielding material to a depth of 12 inches below the bottom of the pipe elevation. Remove muck or other soft material to a depth necessary to establish a firm foundation. Where the soils permit, ensure that the trench sides are vertical up to at least the mid-point of the pipe.

For pipe lines placed above the natural ground line, place and compact the embankment, prior to excavation of the trench, to an elevation at least 2 feet above the top of the pipe and to a width equal to four pipe diameters, and then excavate the trench to the required grade.

120-4 Disposal of Surplus and Unsuitable Material.

120-4.1 Ownership of Excavated Materials: Dispose of surplus and excavated materials as shown in the plans or, if the plans do not indicate the method of disposal, take ownership of the materials and dispose of them outside the right-of-way.

120-4.2 Disposal of Muck on Side Slopes: As an exception to the provisions of 120-4.1, when approved by the Engineer, muck (A-8 material) may be placed on the slopes, or stored alongside the roadway, provided there is a clear distance of at least 6 feet between the roadway grading limits and the muck, and the muck is dressed to present a neat appearance. In addition, this material may also be disposed of by placing it on the slopes where, in the opinion of the Engineer, this will result in an aesthetically pleasing appearance and will have no detrimental effect on the adjacent developments. Where the Engineer permits the disposal of muck or other unsuitable material inside the right-of-way limits, do not place such material in a manner which will impede the inflow or outfall of any channel or of side ditches. The Engineer will determine the limits adjacent to channels within which such materials may be disposed.

120-4.3 Disposal of Paving Materials: Unless otherwise noted, take ownership of paving materials, such as paving brick, asphalt block, concrete slab, sidewalk, curb and gutter, etc., excavated in the removal of existing pavements, and dispose of them outside the right-of-way. If the materials are to remain the property of the Agency, place them in neat piles as directed. Existing limerock base that is removed may be incorporated in the stabilized portion of the subgrade. If the construction sequence will allow, incorporate all existing limerock base into the project as allowed by the Contract Documents.

120-4.4 Disposal Areas: Where the Contract Documents require disposal of excavated materials outside the right-of-way, and the disposal area is not indicated in the Contract Documents, furnish the disposal area without additional compensation.

Provide areas for disposal of removed paving materials out of sight of the project and at least 300 feet from the nearest roadway right-of-way line of any road. If the materials are buried, disregard the 300 foot limitation.

120-5 Materials for Embankment.

120-5.1 General Requirements for Embankment Materials: Construct embankments using suitable materials excavated from the roadway or delivered to the jobsite from authorized borrow pits.

Construct the embankment using maximum particle sizes as follows:

In top 12 inches: 3 1/2 inches (in any dimension).

12 to 24 inches: 6 inches (in any dimension).

In the depth below 24 inches: not to exceed 12 inches (in any dimension) or the compacted thickness of the layer being placed, whichever is less.

Spread all material so that the larger particles are separated from each other to minimize voids between them during compaction. Compact around these rocks in accordance with 120-7.2.

When and where approved by the Engineer, larger rocks (not to exceed 18 inches in any dimension) may be placed outside the one to two slope and at least 4 feet or more below the bottom of the base. Compact around these rocks to a firmness equal to that of the supporting soil. Where constructing embankments adjacent to bridge end bents or abutments, do not place rock larger than 3 1/2 inches in diameter within 3 feet of the location of any end-bent piling.

120-5.2 Use of Materials Excavated From the Roadway and Appurtenances: Assume responsibility for determining the suitability of excavated material for use on the project in accordance with the applicable Contract Documents. Consider the sequence of work and maintenance of traffic phasing in the determination of the availability of this material.

120-5.3 Authorization for Use of Borrow: Use borrow only when sufficient quantities of suitable material are not available from roadway and drainage excavation, to properly construct the embankment, subgrade, and shoulders, and to complete the backfilling of structures and pipe. Do not use borrow material until so ordered by the Engineer, and then only use material from approved borrow pits.

120-5.3.1 Haul Routes for Borrow Pits: Provide and maintain, at no expense to the Agency, all necessary roads for hauling the borrow material. Where borrow area haul roads or trails are used by others, do not cause such roads or trails to deteriorate in condition.

Arrange for the use of all non-public haul routes crossing the property of any railroad. Incur any expense for the use of such haul routes. Establish haul routes which will direct construction vehicles away from developed areas when feasible, and keep noise from hauling operations to a minimum. Advise the Engineer in writing of all proposed haul routes.

120-5.3.2 Borrow Material for Shoulder Build-up: When so indicated in the plans, furnish borrow material with a specific minimum bearing value, for building up of existing shoulders. Blend materials as necessary to achieve this specified minimum bearing value prior to placing the materials on the shoulders. Take samples of this borrow material at the pit or blended stockpile.

120-5.4 Materials Used at Pipes, Culverts, etc.: Construct embankments over and around pipes, culverts, and bridge foundations with selected materials.

120-6 Embankment Construction.

120-6.1 General: Construct embankments in sections of not less than 300 feet in length or for the full length of the embankment.

120-6.2 Dry Fill Method:

120-6.2.1 General: Construct embankments to meet compaction requirements in 120-7 and in accordance with the acceptance program requirements in

120-9. Restrict the compacted thickness of the last embankment lift to 6 inches maximum.

As far as practicable, distribute traffic over the work during the construction of embankments so as to cover the maximum area of the surface of each layer.

Construct embankment in the dry whenever normal dewatering equipment and methods can accomplish the needed dewatering.

120-6.2.1.1 For A-3 and A-2-4 Materials with up to 15% fines: Construct the embankment in successive layers with lifts up to a maximum compacted thickness of 12 inches. Ensure the percentage of fines passing the No. 200 US Standard sieve in the A-2-4 material does not exceed 15%.

120-6.2.1.2 For A-1 Plastic materials (As designated in FDOT Design Standard Index 505) and A-2-4 Materials with greater than 15% fines: Construct the embankment in successive layers with lifts up to a maximum compacted thickness of 6 inches.

120-6.2.1.3 Equipment and Methods: Provide normal dewatering equipment including, but not limited to, surface pumps, sump pumps and trenching/digging machinery. Provide normal dewatering methods including, but not limited to, constructing shallow surface drainage trenches/ditches, using sand blankets, sumps and siphons.

When normal dewatering does not adequately remove the water, the Engineer may require the embankment material to be placed in the water or in low swampy ground in accordance with 120-7.2.4.

120-6.2.2 Placing in Unstable Areas: Where depositing the material in water, or in low swampy ground that will not support the weight of hauling equipment, construct the embankment by dumping successive loads in a uniformly distributed layer of a thickness not greater than necessary to support the hauling equipment while placing subsequent layers. Once sufficient material has been placed so that the hauling equipment can be supported, construct the remaining portion of the embankment in layers in accordance with the applicable provisions of 120-7.2.4 and 120-7.2.6.

120-6.2.3 Placing on Steep Slopes: When constructing an embankment on a hillside sloping more than 20 degrees from the horizontal, before starting the fill, deeply plow or cut into steps the surface of the original ground on which the embankment is to be placed.

120-6.2.4 Placing Outside Standard Minimum Slope: Where material that is unsuitable for normal embankment construction is to be used in the embankment outside the standard minimum slope (approximately one to two), place such material in layers of not more than 18 inches in thickness, measured loose. The Contractor may also place material which is suitable for normal embankment, outside such standard minimum slope, in 18 inch layers. Maintain a constant thickness for suitable material placed within and outside the standard minimum slope, unless placing in a separate operation.

120-6.3 Hydraulic Method:

120-6.3.1 Method of Placing: When the hydraulic method is used, as far as practicable, place all dredged material in its final position in the embankment by such method. Place and compact any dredged material that is re-handled, or moved and placed in its final position by any other method, as specified in 120-7.2. The Contractor may use

baffles or any form of construction he may select, provided the slopes of the embankments are not steeper than indicated in the plans. Remove all timber used for temporary bulkheads or baffles from the embankment, and fill and thoroughly compact the holes thus formed. When placing fill on submerged land, construct dikes prior to beginning of dredging, and maintain the dikes throughout the dredging operation.

120-6.3.2 Excess Material: Do not use excess material placed outside the prescribed slopes, below the normal high-water level, to raise the fill. Remove only the portion of this material required for dressing the slopes.

120-6.3.3 Protection of Openings in Embankment: Leave openings in the embankments at the bridge sites. Remove any material which invades these openings or existing channels without additional compensation to provide the same depth of channel as existed before the construction of the embankment. Do not excavate or dredge any material within 200 feet of the toe of the proposed embankment.

120-7 Compaction Requirements.

120-7.1 Moisture Content: Compact the materials at a moisture content such that the specified density can be attained. If necessary to attain the specified density, add water to the material, or lower the moisture content by manipulating the material or allowing it to dry, as is appropriate.

120-7.2 Compaction of Embankments:

120-7.2.1 Earthwork Category 1 and 2 Density Requirements: The Engineer will accept a minimum density of 95% of the maximum density as determined by AASHTO T-99 Method C for all earthwork items requiring densities.

120-7.2.2 Earthwork Category 3 Density Requirements: The Engineer will accept a minimum of 100% of the maximum density as determined by AASHTO T-99 Method C for all densities required under category 3.

Except for embankments constructed by the hydraulic method as specified in 120-6.3, and for the material placed outside the standard minimum slope as specified in 120-6.2.4, and for other areas specifically excluded herein, compact each layer of the material used in the formation of embankments to the required density stated above. Uniformly compact each layer using equipment that will achieve the required density, and as compaction operations progress, shape and manipulate each layer as necessary to ensure uniform density throughout the embankment.

120-7.2.3 Compaction Over Unstable Foundations: Where the embankment material is deposited in water or on low swampy ground, and in a layer thicker than 12 inches (as provided in 120-6.2.2), compact the top 6 inches (compacted thickness) of such layer to the density as specified in 120-9.5.

120-7.2.4 Compaction Where Plastic Material Has Been Removed: Where unsuitable material is removed and the remaining surface is of the A-4, A-5, A-6, or A-7 Soil Groups, as determined by the Engineer, compact the surface of the excavated area by rolling with a sheepsfoot roller exerting a compression of at least 250 psi on the tamper feet, for the full width of the roadbed (subgrade and shoulders). Perform rolling before beginning any backfill, and continue until the roller feet do not penetrate the surface more than 1 inch. Do not perform such rolling where the remaining surface is below the normal water table and covered with water. Vary the procedure and equipment required for this operation at the discretion of the Engineer.

120-7.2.5 Compaction of Material To Be Used In Base, Pavement, or Stabilized Areas: Do not compact embankment material which will be incorporated into a pavement, base course, or stabilized subgrade, to be constructed as a part of the same Contract.

120-7.2.6 Compaction of Grassed Shoulder Areas: For the upper 6 inch layer of all shoulders which are to be grassed, since no specific density is required, compact only to the extent directed.

120-7.2.7 Compaction of Grassed Embankment Areas: For the outer layer of all embankments where plant growth will be established, do not compact. Leave this layer in a loose condition to a minimum depth of 6 inches for the subsequent seeding or planting operations.

120-7.3 Compaction of Subgrade: If the plans do not provide for stabilizing, compact the subgrade in both cuts and fills to the density specified in 120-9.5. For undisturbed soils, do not apply density requirements where constructing narrow widening strips or paved shoulders 5 feet or less in width.

Where trenches for widening strips are not of sufficient width to permit the use of standard compaction equipment, perform compaction using vibratory rollers, trench rollers, or other type compaction equipment approved by the Engineer.

Maintain the required density until the base or pavement is placed on the subgrade.

120-8 Backfilling Around Structures and Pipe.

120-8.1 Requirements for all Structures:

120-8-1.1 General: Backfill around structures and pipe in the dry whenever normal dewatering equipment and methods can accomplish the needed dewatering.

129-8.1.2 Equipment and Methods: Provide normal dewatering equipment including, but not limited to, surface pumps, sump pumps, wellpoints and header pipe and trenching/digging machinery. Provide normal dewatering methods including, but not limited to, constructing shallow surface drainage trenches/ditches, using sand blankets, perforated pipe drains, sumps and siphons.

120-8.1.3 Backfill Materials: Backfill to the original ground surface or subgrade surface of openings made for structures, with a sufficient allowance for settlement. The Engineer may require that the material used for this backfill be obtained from a source entirely apart from the structure.

Do not allow heavy construction equipment to cross over culvert or storm sewer pipes until placing and compacting backfill material to the finished earthwork grade or to an elevation at least 4 feet above the crown of the pipe.

120-8.1.4 Use of A-7 Material: In the backfilling of trenches, A-7 material may be used from a point 12 inches above the top of the pipe up to the elevation shown on the FDOT Design Standards as the elevation for undercutting of A-7 material.

120-8.1.5 Time of Placing Backfill: Do not place backfill against any masonry or concrete abutment, wingwall, or culvert until the Engineer has given permission to do so, and in no case until the masonry or concrete has been in place seven days or until the specified 28-day compressive strength occurs.

120-8.1.6 Placement and Compaction: When the backfill material is deposited in water, compact per 120-8.2.5 and 120-8.3.4. Place the material in horizontal

layers not exceeding 6 inches compacted thickness, in depth above water level, behind abutments, wingwalls and end bents or end rest piers, and around box culverts and all structures including pipe culverts. The Engineer may approve placing material in thicker lifts of no more than 12 inches compacted thickness above the soil envelope if a test section demonstrates the required density can be achieved. Approval will be based on five passing density tests over the test section consisting of a lift of backfill from structure to structure. The Engineer will identify the test section with the compaction effort and soil classification in the Agency Logbook. In case of a change in compaction effort or soil classification, construct a new test section. The Engineer reserves the right to terminate the Contractor's use of thick lift construction and have him revert to the 6 inch compacted lifts whenever it is determined that satisfactory results are not being obtained.

120-8.2 Additional Requirements for Structures Other than Pipe:

120-8.2.1 Density: Where the backfill material is deposited in water, obtain a 12 inch layer of comparatively dry material, thoroughly compacted by tamping, before the Engineer verifies layer and density requirements. Meet the requirements of the density Acceptance Criteria.

120-8.2.2 Box Culverts: For box culverts over which pavement is to be constructed, compact around the structure to an elevation not less than 12 inches above the top of the structure, using rapid-striking mechanical tampers.

120-8.2.3 Other Limited Areas: Compact in other limited areas using mechanical tampers or approved hand tampers, until the cover over the structure is at least 12 inches thick. When hand tampers are used, deposit the materials in layers not more than 4 inches thick using hand tampers suitable for this purpose with a face area of not more than 100 in^2. Take special precautions to prevent any wedging action against the masonry, and step or terrace the slope bounding the excavation for abutments and wingwalls if required by the Engineer.

120-8.2.4 Culverts and Piers: Backfill around culverts and piers on both sides simultaneously to approximately the same elevation.

120-8.2.5 Compaction Under Wet Conditions: Where wet conditions do not permit the use of mechanical tampers, compact using hand tampers. Use only A-3 material for the hand tamped portions of the backfill. When the backfill has reached an elevation and condition such as to make the use of the mechanical tampers practical, perform mechanical tamping in such manner and to such extent as to transfer the compaction force into the sections previously tamped by hand.

120-8.3 Additional Requirements for Pipe 15 Inches Inside Diameter or Greater:

120-8.3.1 General: Trenches for pipe may have up to four zones that must be backfilled.

Lowest Zone: The lowest zone is backfilled for deep undercuts up to within 4 inches of the bottom of the pipe.

Bedding Zone: The zone above the Lowest Zone is the Bedding Zone. Usually it will be the backfill which is the 4 inches of soil below the bottom of the pipe. When rock or other hard material has been removed to place the pipe, the Bedding Zone will be the 12 inches of soil below the bottom of the pipe.

Cover Zone: The next zone is backfill that is placed after the pipe has been laid and will be called the Cover Zone. This zone extends to 12 inches above the top of the pipe. The Cover Zone and the Bedding Zone are considered the Soil Envelope for the pipe.

Top Zone: The Top Zone extends from 12 inches above the top of the pipe to the base or final grade.

120-8.3.2 Material:

120-8.3.2.1 Lowest Zone: Backfill areas undercut below the Bedding Zone of a pipe with coarse sand, or other suitable granular material, obtained from the grading operations on the project, or a commercial material if no suitable material is available.

120-8.3.2.2 Soil Envelope: In both the Bedding Zone and the Cover Zone of the pipe, backfill with materials classified as A-1, A-2, or A-3. Material classified as A-4 may be used if the pipe is concrete pipe.

120-8.3.2.3 Top Zone: Backfill the area of the trench above the soil envelope of the pipe with materials allowed on Design Standard, Index No. 505.

120-8.3.3 Compaction:

120-8.3.3.1 Lowest Zone: Compact the soil in the Lowest Zone to approximately match the density of the soil in which the trench was cut.

120-8.3.3.2 Bedding Zone: If the trench was not undercut below the bottom of the pipe, loosen the soil in the bottom of the trench immediately below the approximate middle third of the outside diameter of the pipe.

If the trench was undercut, place the bedding material and leave it in a loose condition below the middle third of the outside diameter of the pipe. Compact the outer portions to meet the density requirements of the Acceptance Criteria. Place the material in lifts no greater than 6 inches (compacted thickness).

120-8.3.3.3 Cover Zone: Place the material in 6 inches layers (compacted thickness), evenly deposited on both sides of the pipe, and compact with mechanical tampers suitable for this purpose. Hand tamp material below the pipe haunch that cannot be reached by mechanical tampers. Meet the requirements of the density Acceptance Criteria.

120-8.3.3.4 Top Zone: Place the material in layers not to exceed 12 inches in compacted thickness. Meet the requirements of the density Acceptance Criteria.

120-8.3.4 Backfill Under Wet Conditions: Where wet conditions are such that dewatering by normal pumping methods would not be effective, the procedure outlined below may be used when specifically authorized by the Engineer in writing.

Granular material may be used below the elevation at which mechanical tampers would be effective, but only material classified as A-3. Place and compact the material using timbers or hand tampers until the backfill reaches an elevation such that it's moisture content will permit the use of mechanical tampers. When the backfill has reached such elevation, use normally acceptable backfill material. Compact the material using mechanical tampers in such manner and to such extent as to transfer the compacting force into the material previously tamped by hand.

120-9 Acceptance Program.

120-9.1 Density over 105%: When a computed dry density results in a value greater than 105% of the applicable Proctor maximum dry density, the Engineer will perform a second density test within 5 feet. If the second density results in a value greater than 105%, investigate the compaction methods, examine the applicable Maximum Density and material description. If necessary, the Engineer will test an additional sample for acceptance in accordance with AASHTO T 99, Method C.

120-9.2 Maximum Density Determination: The Engineer will determine the maximum density and optimum moisture content by sampling and testing the material in accordance with the specified test method listed in 120-9.3.

120-9.3 Density Testing Requirements: Compliance with the requirements of 120-9.5 will be determined in accordance FM 1-T 238. The in-place moisture content will be determined for each density in accordance with FM 5-507 (Determination of Moisture Content by Means of a Calcium Carbide Gas Pressure Moisture Tester), or ASTM D 4643 (Laboratory Determination of Moisture Content of Granular Soils By Use of a Microwave Oven).

120-9.4 Soil Classification: The Engineer will perform soil classification tests in accordance with AASHTO T-88, and classify soils in accordance with AASHTO M-145 (Standard Specification for Classification of Soils and Soil-Aggregate Mixtures for Highway Construction Purposes) in order to determine compliance with embankment utilization requirements.

120-9.5 Acceptance Criteria: The Engineer will accept a minimum density in accordance with 120-7.2 with the following exceptions:

1) embankment constructed by the hydraulic method as specified in 120-6.3;

2) material placed outside the standard minimum slope as specified in 120-6.2.4;

3) other areas specifically excluded herein.

120-9.6 Frequency: The Engineer will conduct sampling and testing at a minimum frequency listed in the table below.

Test Name	Frequency
Maximum Density	One per soil type
Density	1 per 500’ RDWY (Alt Lift)
Soil Classification	One per Maximum Density

120-10 Maintenance and Protection of Work.

While construction is in progress, maintain adequate drainage for the roadbed at all times. Maintain a shoulder at least 3 feet wide adjacent to all pavement or base construction in order to provide support for the edges.

Maintain and protect all earthwork construction throughout the life of the Contract, and take all reasonable precautions to prevent loss of material from the roadway due to the action of wind or water. Repair any slides, washouts, settlement, subsidence, or other mishap which may occur prior to final acceptance of the work. Maintain all channels excavated as a part of the Contract work against natural shoaling or other

encroachments to the lines, grades, and cross-sections shown in the plans, until final acceptance of the project.

120-11 Construction.

120-11.1 Construction Tolerances: Shape the surface of the earthwork to conform to the lines, grades, and cross-sections shown in the plans. In final shaping of the surface of earthwork, maintain a tolerance of 0.3 foot above or below the plan cross-section with the following exceptions:

1. Shape the surface of shoulders to within 0.1 foot of the plan cross-section.
2. Shape the earthwork to match adjacent pavement, curb, sidewalk, structures, etc.
3. Shape the bottom of ditches so that the ditch impounds no water.
4. When the work does not include construction of base or pavement, shape the entire roadbed (shoulder point to shoulder point) to within 0.1 foot above or below the plan cross-section.

Ensure that the shoulder lines do not vary horizontally more than 0.3 foot from the true lines shown in the plans.

120-11.2 Operations Adjacent to Pavement: Carefully dress areas adjacent to pavement areas to avoid damage to such pavement. Complete grassing of shoulder areas prior to placing the final wearing course. Do not manipulate any embankment material on a pavement surface.

When shoulder dressing is underway adjacent to a pavement lane being used to maintain traffic, exercise extreme care to avoid interference with the safe movement of traffic.

120-12 Method of Measurement.

120-12.1 Excavation: Excavation will be paid for by volume, in cubic yards, calculated by the method of average end areas, unless the Engineer determines that another method of calculation will provide a more accurate result. The material will be measured in its original position by field survey or by photogrammetric means as designated by the Engineer. Measurement for payment will include the excavation of unsuitable material, lateral ditch excavation, channel excavation, and excavation for structures and pipe. Payment will not be made for excavation or embankment beyond the limits shown in the plans or authorized by the Engineer.

120-12.2 Embankment: Measurement will be made on a loose volume basis, as measured in trucks or other hauling equipment at the point of dumping on the road. Payment will not be made for embankment beyond the limits shown in the plans or authorized by the Engineer.

120-13 Basis of Payment.

120-13.1 General: Prices and payments for the work items included in this Section will be full compensation for all work described herein, including excavating, dredging, hauling, placing, and compacting; dressing the surface of the earthwork; and maintaining and protecting the complete earthwork.

120-13.2 Excavation: The total quantity of all excavation specified under this Section will be paid for at the Contract unit price for Excavation. No payment will be

made for the excavation of any materials which are used for purposes other than those shown in the plans or designated by the Engineer. No payment will be made for materials excavated outside the lines and grades given by the Engineer, unless specifically authorized by the Engineer.

120-13.3 Embankment: The total quantity of embankment specified in this Section will be paid for at the Contract unit price for embankment. No payment will be made for materials which are used for purposes other than those shown in the plans or designated by the Engineer. No payment will be made for materials placed outside the lines and grades given by the Engineer.

SECTION 334
SUPERPAVE ASPHALT FOR LAP (OFF-SYSTEM)

334-1 Description.

334-1.1 General: Construct a Superpave asphalt pavement (consisting of either Hot Mix Asphalt (HMA) or Warm Mix Asphalt (WMA)) based on the type of work specified in the Contract and the Asphalt Work Categories as defined below. Meet the applicable requirements for plants, equipment, and construction requirements as defined below. Use an asphalt mix, either HMA or WMA, which meets the requirements of this specification.

334-1.2 Asphalt Work Mix Categories: Construction of asphalt pavement will fall into one of the following work categories:

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

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

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

334-1.3 Mix Types: Use the appropriate asphalt mix as shown in Table 334-1.

Table 334-1
Asphalt Mix Types

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

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

334-1.4 Gradation Classification: The Superpave mixes are classified as fine and are defined in 334-3.2.2. The equivalent AASHTO nominal maximum aggregate size Superpave mixes are as follows:

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

334-1.5 Thickness: The total pavement thickness of the asphalt pavement will be based on a specified spread rate or plan thickness as shown in the Contract Documents. Before paving, propose a spread rate or thickness for each individual layer meeting the requirements of this specification, which when combined with other layers (as applicable) will equal the plan spread rate or thickness. When the total pavement thickness is specified as plan thickness, the plan thickness and individual layer thickness will be converted to spread rate using the following equation:

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

where: t = Thickness (in.) (Plan thickness or individual layer thickness)

G_{mm} = Maximum specific gravity from the mix design

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

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

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

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

1. When construction includes the paving of adjacent shoulders (less than or equal to 5 feet wide), the layer thickness for the upper pavement layer and shoulder shall be the same and paved in a single pass, unless otherwise called for in the Contract Documents.

2. For overbuild layers, use the minimum and maximum layer thicknesses as specified above unless called for differently in the Contract Documents. On variable thickness overbuild layers, the minimum allowable thickness may be reduced by 1/2 inch, and the maximum allowable thickness will be as specified below, unless called for differently in the Contract Documents.

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

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

334-1.6 Weight of Mixture: The weight of the mixture shall be determined as provided in 320-3.2 of the FDOT Specifications.

334-2 Materials.

334-2.1 Superpave Asphalt Binder: Unless specified elsewhere in the Contract or in 334-2.3.3, use a PG 67-22 asphalt binder from the FDOT's Approved Products List (APL). If the Contract calls for an alternative asphalt binder, meet the requirements of FDOT Specifications Section 336 or 916, as appropriate.

334-2.2 Aggregate: Use aggregate capable of producing a quality pavement.

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

1. Up to 40% fine aggregate from other sources; or,

2. A combination of up to 20% RAP and the remaining fine aggregate from other 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: ftp://ftp.dot.state.fl.us/fdot/smo/website/sources/frictioncourse.pdf.

334-2.3 Reclaimed Asphalt Pavement (RAP) Material:

334-2.3.1 General requirements: RAP may be used as a component of the asphalt mixture, provided the RAP meets the following requirements:

1.When using a PG 76-22 (PMA), or PG 76-22 (ARB) asphalt binder, limit the amount of RAP material used in the mix to a maximum of 20% by weight of total aggregate. As an exception, amounts greater than 20% RAP by weight of total aggregate can be used if no more than 20% by weight of total asphalt binder comes from the RAP material.

2. Provide stockpiled RAP material that is reasonably consistent in characteristics and contains no aggregate particles which are soft or conglomerates of fines.

3. Provide RAP material having a minimum average asphalt binder content of 4.0% by weight of RAP. As an exception, when using fractionated RAP, the minimum average asphalt binder content for the coarse portion of the RAP shall be 2.5% by weight of the coarse portion of the RAP. The coarse portion of the RAP shall be the portion of the RAP retained on the No. 4 sieve. The Engineer may sample the stockpile to verify that this requirement is met.

4. Use a grizzly or grid over the RAP cold bin, in-line roller crusher, screen, or other suitable means to prevent oversized RAP material from showing up in the completed recycle mixture. If oversized RAP material appears in the completed recycle mix, take the appropriate corrective action immediately. If the appropriate corrective actions are not immediately taken, stop plant operations.

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

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

Table 334-2 Asphalt Binder Grade for Mixes Containing RAP	
Percent RAP	Asphalt Binder Grade
0 - 15	PG 67-22
16 – 30	PG 58-22
> 30	PG 52-28

334-3 Composition of Mixture.

334-3.1 General: Compose the asphalt mixture using a combination of aggregates, mineral filler, if required, and asphalt binder material. Size, grade and combine the aggregate fractions to meet the grading and physical properties of the mix design. Aggregates from various sources may be combined.

334-3.2 Mix Design:

334-3.2.1 General: Design the asphalt mixture in accordance with AASHTO R 35-12, except as noted herein. Submit the proposed mix design with supporting test data indicating compliance with all mix design criteria to the Engineer. Prior to the production of any asphalt mixture, obtain the Engineer's conditional approval of the mix design. If required by the Engineer, send representative samples of all component materials, including asphalt binder to a laboratory designated by the Engineer for verification. As an exception to these requirements, use a currently approved FDOT Mix Design.

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

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

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

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

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

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

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

334-3.2.5 Moisture Susceptibility: Test 4 inch specimens in accordance with FDOT Test Method FM 1-T 283. Provide a mixture having a retained tensile strength ratio of at least 0.80 and a minimum tensile strength (unconditioned) of 100 pounds per square inch. If necessary, add a liquid anti-stripping agent from the FDOT's APL or hydrated lime in order to meet these criteria.

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

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

1. The design traffic level and the design number of gyrations (N_{design}).
2. The source and description of the materials to be used.
3. The FDOT source number and the FDOT product code of the aggregate components furnished from an FDOT approved source (if required).
4. The gradation and proportions of the raw materials as intended to be combined in the paving mixture. The gradation of the component materials shall be representative of the material at the time of use. Compensate for any change in aggregate gradation caused by handling and processing as necessary.
5. A single percentage of the combined mineral aggregate passing each specified 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 for the mixture at the plant (mixing temperature) and a target temperature for the mixture at the roadway (compaction temperature). Do not exceed a target temperature of 330°F for PG 76-22 (PMA) and PG 76-22 (ARB) asphalt binders, and 315°F for unmodified asphalt binders.
9. Provide the physical properties achieved at four different asphalt binder contents. One shall be at the optimum asphalt content, and must conform to all specified physical requirements.
10. The name of the mix designer.
11. The ignition oven calibration factor.

12. The warm mix technology, if used.

334-4 Process Control.

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

334-5 General Construction Requirements.

334-5.1 Weather Limitations: Do not transport asphalt mix from the plant to the roadway unless all weather conditions are suitable for the paving operations.

334-5.2 Limitations of Paving Operations:

334-5.2.1 General: Spread the mixture only when the surface upon which it is to be placed has been previously prepared, is intact, firm, dry, clean, and the tack, with acceptable spread rate, is properly broken. Ensure all granular base materials are properly primed and all asphalt base materials are properly tacked, prior to paving.

334-5.2.2 Air Temperature: Place the mixture only when the air temperature in the shade and away from the artificial heat meets the requirements of Table 334-4. The minimum ambient temperature requirement may be reduced by 5°F when using a warm mix technology, if mutually agreed to by both the Engineer and the Contractor. Table 334-4

Ambient Air Temperature Requirements for Paving

Layer Thickness or Asphalt Binder Type	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 30ºF from the target temperature as shown on the mix design. Reject all loads outside of this range. For warm mix asphalt, the Contractor may produce the first five loads of the production day and at other times when approved by the Engineer, at a hot mix asphalt temperature not to exceed 330°F for purposes of heating the asphalt paver. For these situations, the upper tolerance of +30°F does not apply.

334-5.4 Transportation of the Mixture: Transport the mix in trucks of tight construction, which prevents the loss of material and the excessive loss of heat and previously cleaned of all foreign material. After cleaning, thinly coat the inside surface of the truck bodies with soapy water or an asphalt release agent as needed to prevent the mixture from adhering to the beds. Do not allow excess liquid to pond in the truck body. Do not use a release agent that will contaminate, degrade, or alter the characteristics of the asphalt mix or is hazardous or detrimental to the environment. Petroleum derivatives (such as diesel fuel), solvents, and any product that dissolves asphalt are prohibited. Provide each truck with a tarpaulin or other waterproof cover mounted in such a manner that it can cover the entire load when required. When in place, overlap the waterproof cover on all sides so it can be tied down. Cover each load during cool and cloudy weather

and at any time it appears rain is likely during transit with a tarpaulin or waterproof cover. Cover and tie down all loads of friction course mixtures.

334-5.5 Preparation of Surfaces Prior to Paving:

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

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

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

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

Table 334-5
Tack Coat Application Rates

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

334-5.6 Placing Mixture:

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

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

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

334-5.6.4 Hand Work: In limited areas where the use of the spreader is impossible or impracticable, spread and finish the mixture by hand.

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

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

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

When the average spread rate for the total structural or friction course pavement thickness exceeds the target spread rate by plus or minus50 pounds per square yard for layers greater than or equal to 2.5 inches or exceeds the target spread rate by plus or minus 25 pounds per square yard for layers less than 2.5 inches, address the unacceptable pavement in accordance with 334-5.10.4, unless an alternative approach is agreed upon by the Engineer.

334-5.7 Leveling Courses:

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

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

334-5.7.3 Rate of Application: When using Type SP-9.5for 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 FDOT Test Method FM 5-509.

334-5.10.3.1 Straightedge Testing:

334-5.10.3.1.1 Acceptance Testing: Perform straightedge testing in the outside wheel path of each lane for the final (top) layer of the pavement. Test all pavement lanes where the width is constant using a rolling straightedge and document all deficiencies on a form approved by the Engineer. Notify the Engineer of the location and time of all straightedge testing a minimum of 48 hours before beginning testing.

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

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

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

334-6 Acceptance of the Mixture.

334-6.1 General: The asphalt mixture will be accepted based on the Asphalt Work Category as defined below:

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

334-6.2 Certification by the Contractor: On Asphalt Work Category 1 construction, the Engineer will accept the mix on the basis of visual inspection. Submit a Notarized Certification of Specification Compliance letter on company letterhead to the Engineer stating that all material produced and placed on the project meets the requirements of the Specifications. The Engineer may run independent tests to determine the acceptability of the material.

334-6.3 Certification and Process Control Testing by the Contractor: On Asphalt Work Category 2 construction, submit a Notarized Certification of Specification Compliance letter on company letterhead to the Engineer stating that all material produced and placed on the project meets the requirements of the Specifications, along with supporting test data documenting all process control testing as described in 334-6.3.1. If required by the Contract, utilize an Independent Laboratory as approved by the Engineer for the process control testing. The mix will also require visual acceptance by the Engineer. In addition, the Engineer may run independent tests to determine the acceptability of the material. Material failing to meet these acceptance criteria will be addressed as directed by the Engineer such as but not limited to acceptance at reduced pay, delineation testing to determine the limits of the questionable material, removal and replacement at no cost to the agency, or performing an Engineering analysis to determine the final disposition of the material.

334-6.3.1 Process Control Sampling and Testing Requirements: Perform process control testing at a frequency of once per day. Obtain the samples in accordance with FDOT Method FM 1-T 168. Test the mixture at the plant for gradation (P_{-8} and P_{-200}) and asphalt binder content (P_b). Measure the roadway density with 6 inch diameter roadway cores at a minimum frequency of once per 1,500 feet of pavement with a minimum of three cores per day.

Determine the asphalt binder content of the mixture in accordance with FDOT Method FM 5-563. Determine the gradation of the recovered aggregate in accordance with FDOT Method FM 1-T 030. Determine the roadway density in accordance with FDOT Method FM 1-T 166. The minimum roadway density will be based on the percent of the maximum specific gravity (Gmm) from the approved mix design. If the Contractor or Engineer suspects that the mix design Gmm is no longer representative of the asphalt mixture being produced, then a new Gmm value will be determined from plant-produced mix, in accordance with FDOT Method FM 1-T 209, with the approval of the Engineer. Roadway density testing will not be required in certain situations as described in 334-6.4.1. Assure that the asphalt binder content, gradation and density test results meet the criteria in Table 334-4.

Table 334-4 Process Control and Acceptance Values	
Characteristic	Tolerance
Asphalt Binder Content (percent)	Target ± 0.55
Passing No. 8 Sieve (percent)	Target ± 6.00
Passing No. 200 Sieve (percent)	Target ± 2.00
Roadway Density (daily average)	Minimum 90.0% of 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 day. Assure that the asphalt content, gradation and density test results meet the criteria in Table 334-4. Material failing to meet these acceptance criteria will be addressed as directed by the Engineer such as but not limited to acceptance at reduced pay, delineation testing to determine the limits of the questionable material, removal and replacement at no cost to the agency, or performing an Engineering analysis to determine the final disposition of the material.

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

Density testing for acceptance will not be performed on widening strips or shoulders with a width of 5 feet or less, variable thickness overbuild courses, leveling courses, any asphalt layer placed on subgrade (regardless of type), miscellaneous asphalt pavement, shared use paths, crossovers, or any course with a specified thickness less than 1 inch or a specified spread rate less than 100 pounds per square yard. Density testing for acceptance will not be performed on asphalt courses placed on bridge decks or approach slabs; compact these courses in static mode only. In addition, density testing for acceptance will not be performed on the following areas when they are less than 1,000 feet continuous in length: turning lanes, acceleration lanes, deceleration lanes, shoulders, parallel parking lanes, or ramps. Density testing for acceptance will not be performed in intersections. The limits of the intersection will be from stop bar to stop bar

for both the mainline and side streets. Compact these courses in accordance with a standard rolling procedure approved by the Engineer. In the event that the rolling procedure deviates from the approved procedure, placement of the mix will be stopped.

334-7 Method of Measurement.

For the work specified under this Section, the quantity to be paid for will be the weight of the mixture, in tons.

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

334-8 Basis of Payment.

334-8.1 General: Price and payment will be full compensation for all the work specified under this Section.

SECTION 344
CONCRETE FOR LAP (OFF-SYSTEM)

344-1 Description.

344-1 General: Construct concrete based on the type of work as described in the Contract and the concrete work categories as defined below.

344-1.2 Work Categories: Construction will fall into one of the following concrete work categories:

344-1.2.1 Concrete Work Category 1: Includes the construction of sidewalks, curb and gutter, ditch and slope pavement, or other non-reinforced cast-in-place elements.

344-1.2.2 Concrete Work Category 2: Includes the construction of precast concrete including concrete barriers, traffic railing barriers, parapets, sound barriers, inlets, manholes, junction boxes, pipe culverts, storm sewers, box culverts, prestressed concrete poles, concrete bases for light poles, highway sign foundations, retaining wall systems, traffic separators or other structural precast elements.

344-1.2.3 Concrete Work Category 3: Includes the work associated with the placement and/or construction of structural cast-in-place concrete meeting the requirements of this section.

344-2 Materials.

344-2.1 General: Use concrete composed of a mixture of Portland cement, aggregates, and water, with or without chemical or mineral admixtures that meet the following requirements:

344-2.1.1 Portland Cement: Portland cements meeting the requirements of AASHTO M-85 or ASTM C-150 is required. Different brands of cement, cement of the same brand from different facilities or different types of cement shall be stored separately and shall not be mixed.

344-2.1.2 Coarse and Fine Aggregates: Aggregates shall meet ASTM C 33. Source approval by the FDOT is not required.

344-2.1.3 Water: Water shall meet the requirements of ASTM C 1602.

344-2.1.4 Chemical Admixtures: Chemical admixtures shall be listed on the FDOT Qualified Products List. Admixtures may be added at the dosage rates recommended by the manufacturer.

344-2.1.5 Pozzolans and Slag: Pozzolans and Slag shall meet the requirements of Table 344-1. Fly ash shall not include the residue resulting from the burning of municipal garbage or any other refuse with coal, or the burning of industrial or municipal garbage in incinerators.

Table 344-1		
Type or Class	Test Method	Exceptions
Class C Fly Ash	ASTM C 618	Not to be used with Types IP or IS cements.
Class F Fly Ash	ASTM C 618	Not to be used with Types IP or IS cements.
Petroleum Coke Class F	ASTM C 618	Not to be used with Types IP or IS cements.
Bark Ash Class F	ASTM C 618	Not to be used with Types IP or IS cements.
Silica Fume	ASTM C 1240	
Metakaolin	ASTM C 618	
Slag	ASTM C 989	Use only ground granulated blast-furnace slag grade 100 or 120.
Ultra Fine Fly Ash	ASTM C 618	Not to be used with Types IP or IS cements.

344-3 Production, Mixing and Delivery of Concrete.

344-3.1 Concrete Production Requirements:

344-3.1.1 Category 1: Use a concrete production facility that is certified by the National Ready Mixed Concrete Association (NRMCA) or listed on the FDOT list of non-structural concrete producers. Concrete production facilities listed on the FDOT Producers with Accepted QC Programs list for structural concrete may also be used for Category 1.

344-3.1.2 Category 2: Use a prestressed and or precast facility listed on the FDOT Producers with Accepted QC Programs for precast or prestressed concrete.

344-3.1.3 Category 3: Use a structural concrete facility listed on the FDOT Producers with Accepted QC Programs for structural concrete.

344-3.2 Classes of Concrete: Meet the requirements of Table 344-2.

Table 344-2						
Class	Minimum Strength (28 day) (psi)	Target Slump (inches)	Target Range (inches)	Air Content Range (%)	Minimum Total Cementitious Materials Content (lb/yd^3)	Maximum Water to Cementitious Material Ratio (lb/lb)
Category 1						
Class NS	2,500	N/A	N/A	N/A	N/A	N/A
Category 3						
I	3,000	3	± 1.5	1.0 to 6.0	470	0.53
I (Pavement)	3,000	2	± 1.5	1.0 to 6.0	470	0.50
II	3,400	3	± 1.5	1.0 to 6.0	470	0.53
II (Bridge Deck)	4,500	3	± 1.5	1.0 to 6.0	611	0.44
III	5,000	3	± 1.5	1.0 to 6.0	611	0.44
III (Seal)	3,000	8	± 1.5	1.0 to 6.0	611	0.53
IV	5,500	3	± 1.5	1.0 to 6.0	658	0.41
IV (Drilled Shaft)	4,000	8.5	± 1.5	0.0 to 6.0	658	0.41
V (Special)	6,000	3	± 1.5	1.0 to 6.0	752	0.37
V	6,500	3	± 1.5	1.0 to 6.0	752	0.37
VI	8,500	3	± 1.5	1.0 to 6.0	752	0.37

344-3.3 Contractors Quality Control: For Categories 1 and 2, assume full responsibility for controlling all operations and processes such that the requirements of these Specifications are met at all times.

For Category 3, furnish a Quality Control (QC) plan to identify to the Engineer how quality will be ensured at the project site. During random inspections, the Engineer will use this document to verify that the construction of the project is in agreement with the QC plan.

344-3.4 Concrete Mix Design: Before producing any Category 1 or Category 2, submit the proposed mix designs to the Engineer on a form provided by the Engineer. For Category 3, submit to the Engineer for approval, FDOT approved mix designs. Do not use concrete mix designs without prior approval of the Engineer.

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 on an Engineer approved concrete delivery ticket.

344-3.5 Delivery: For Category 3, the maximum allowable transit time of concrete is 90 minutes.

Furnish a delivery ticket on a form approved by the Engineer with each batch of concrete before unloading at the placement site. Record material quantities incorporated into the mix on the delivery ticket. Ensure that the Batcher responsible for producing the concrete signs the delivery ticket certifying that the batch was produced and delivered in accordance with these requirements. Sign the delivery ticket certifying that the concrete was placed in accordance with these requirements.

344-3.6 Placing Concrete:

344-3.6.1 Concreting in Cold Weather: Do not mix or place concrete when the air temperature at placement is below 45°F.

During the curing period, if NOAA predicts the ambient temperature to fall below 35°F for 12 hours or more or to fall below 30°F for more than 4 hours, enclose the structure in such a way that the air temperature within the enclosure can be kept above 50°F for a period of 3 days after placing the concrete or until the concrete reaches a minimum compressive strength of 1,500 psi.

Assume all risks connected with the placing and curing of concrete. Although the Engineer may give permission to place concrete, the Contractor is responsible for satisfactory results. If the placed concrete is determined to be unsatisfactory, remove, dispose of, and replace the concrete at no expense to the Agency.

344-3.6.2 Concreting in Hot Weather: For Category 3, hot weather concreting is defined as the production, placing and curing of concrete when the concrete temperature at placing exceeds 86ºF but is less than 100ºF.

Unless the specified hot weather concreting measures are in effect, reject concrete exceeding 86ºF at the time of placement. Regardless of special measures taken, reject concrete exceeding 100ºF. Predict the concrete temperatures at placement time and implement hot weather measures to avoid production shutdown.

344-3.7 Mixers: For Category 3 concrete, do not place concrete from a truck mixer that does not have a current FDOT mixer identification card.

344-3.8 Small Quantities of Concrete: With approval of the Engineer, small quantities of concrete, less than 3 cubic yards placed in one day and less than 0.5 cubic yards placed in a single placement may be accepted using a pre-bagged mixture. The

Engineer may verify that the pre-bagged mixture is prepared in accordance with the manufacturer's recommendations and will meet the requirements of this Specification.

344-3.9 Sampling and Testing:

344-3.9.1 Category 1: The Engineer may sample and test the concrete to verify its quality. The minimum 28 day compressive strength requirement for this concrete is 2,500 psi.

344-3.9.2: Category 2: No sampling and testing is required for category 2.

344-3.9.3 Category 3: The Engineer will randomly select a sample from each 200 cubic yards or one day's production to determine plastic properties and to make three 4 x 8 inch cylinders for testing by the Engineer at 28 days to ensure that the design compressive strength has been met for the class of concrete as specified in Table 344-2.

344-3.10 Records: Ensure the following records are available for review for at least 3 years after final acceptance of the project:

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.

344-4 Acceptance of the Work.

344-4.1 Category 1 Work: Category 1 work will be accepted based on certification by the batcher and contractor on the delivery ticket.

344-4.2 Category 2 Work: Certify that the precast elements were produced by a production facility on the FDOT's list of Producers with Accepted QC Programs for precast or prestressed concrete. In addition, the producer's logo shall be stamped on the element. The producer shall not use the Florida Department of Transportation QC stamp on elements used on this project. Provide a statement of certification from the manufacturer of the precast element that the element meets the requirements of this Specification.

344-4.3 Category 3 Work: Category 3 concrete will be accepted based on the Engineer's test results for plastic properties and compressive strength requirements for the class of concrete as defined in Table 344-2. In addition, a Delivery Ticket as described in 344-3.5 will be required for acceptance of the material at the project site.

344-4.4 Small Quantities of Concrete: Category 3 concrete meeting the definition of 344-3.8 will be accepted in accordance with 344-4.3 based on test results for plastic properties and compressive strength.

344-5 Method of Measurement.

The quantities to be paid for will be the items shown in the plans, completed and accepted.

344-6 Basis of Payment.

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

SECTION 580
LANDSCAPE INSTALLATION FOR LAP (OFF-SYSTEM)

580-1 Description.

Plant trees and shrubs of the species, size, and quality indicated in the plans.

The Engineer reserves the right to adjust the number and location of any of the designated types and species to be used at any of the locations shown, in order to provide for any unanticipated effects which might become apparent after the substantial completion of other phases of the project, or for other causes.

580-2 Materials.

580-2.1 Plants:

580-2.1.1 Authority for Nomenclature; Species, etc.: For the designated authority in the identification of all plant material, refer to two publications of L.H. Bailey: "Hortus III" and "Manual of Cultivated Plants," and ensure that all specimens are true to type, name, etc., as described therein. For the standard nomenclature, refer to the publication of the American Joint Committee on Horticultural Nomenclature, "Standardized Plant Names."

580-2.1.2 Grade Standards and Conformity with Type and Species: Only use nursery grown plant material except where specified as Collected Material. Use nursery grown plant material that complies 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".

Except where a lesser grade might be specifically specified in the plans, ensure that the minimum grade for all trees and shrubs is Florida No. 1. Ensure that all plants are the proper size and grade at the time of delivery to the site, throughout the project construction period and during any designated plant establishment period.

Ensure that plant materials are true to type and species and that any plant materials not specifically covered in 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.

Ensure that plant materials are shipped with tags stating the botanical and common name of the plant.

580-2.1.3 Inspection and Transporting: Move nursery stock in accordance with all Federal and State regulations therefor, and accompany each shipment with the required inspection certificates for filing with the Engineer.

580-2.2 Water: Water used in landscaping operations may be obtained from any approved source. Ensure that water is free of any substance which might be detrimental to plant growth. The use of effluent water is subject to approval and must meet all Federal, State and Local requirements.

580-3 Specific Requirements for the Various Plant Designations.

580-3.1 Balled-and-Burlapped Plants (B&B), and Wired Balled-and-Burlapped (WB & B):

580-3.1.1 General: Properly protect the root ball of these plants until planting them. The Engineer may reject any plant which shows evidence of having been mishandled.

Set the B&B and WB&B plants then remove the top 2/3 of all wire, rope, and binding surrounding the plant. Remove the burlap from the top 4 inches of the root ball. Do not disturb the root ball in any way. Bare root material is not allowed for substitution.

At least 90 days before digging out B & B and WB & B plants, root-prune those 1 1/2 inches or greater in diameter and certify such fact on accompanying invoices.

580-3.1.2 Provisions for Wiring: For plants grown in soil of a loose texture, which does not readily adhere to the root system (and especially in the case of large plants or trees), the Engineer may require WB & B plants. For WB & B plants, before removing the plant from the excavated hole, place sound hog wire around the burlapped ball, and loop and tension it until the tightened wire netting substantially packages the burlapped ball such as to prevent disturbing of the loose soil around the roots during handling.

580-3.2 Container-Grown Plants (CG): The Engineer will not accept any CG plants with roots which have become pot-bound or for which the top system is too large for the size of the container. Fully cut and open all containers in a manner that will not damage the root system. Do not remove CG plants from the container until immediately before planting to prevent damage to the root system.

580-3.3 Collected Plants (Trees and Shrubs) (C): Use C plants which have a root ball according to "Florida Grades and Standards for Nursery Plants". Do not plant any C plant before the Engineer's inspection and acceptance at the planting site.

580-3.4 Collected Plants (Herbaceous) (HC): The root mass and vegetative portions of collected herbaceous plants shall be as large as the specified container-grown equivalent. Do not plant any collected plant before inspection and acceptance by the Engineer.

580-3.5 Specimen Plants (Special Grade): When Specimen (or Special Grade) plants are required, label them as such on the plant list, and tag the plant to be furnished.

580-3.6 Palms: Wrap the roots of all plants of the palm species before transporting, except if they are CG plants and ensure that they have an adequate root ball structure and mass for healthy transplantation as defined in "Florida Grades and Standards for Nursery Plants".

The Engineer will not require burlapping if the palm is carefully dug from marl or heavy soil that adheres to the roots and retains its shape without crumbling. During transporting and after arrival, carefully protect root balls of palms from wind and exposure to the sun. Muck grown palms are not allowed. After delivery to the job site, if not planting the palm within 24 hours, cover the root ball with a moist material. Plant all palms within 48 hours of delivery to the site.

Move sabal and coconut palms in accordance with the "Florida Grades and Standards for Nursery Plants."

580-3.7 Substitution of Container-Grown (CG) Plants: With the Engineer's approval, the Contractor may substitute CG plants for any other root classification types, if he has met all other requirements of the Contract Documents.

580-4 Planting Requirements.

580-4.1 Layout: Prior to any excavation or planting, mark all planting beds and individual locations of palms, trees, large shrubs and proposed art and architectural structures, as shown in the plans, on the ground with a common bright orange colored spray paint, or with other approved methods, within the project limits. Obtain the Engineer's approval and make necessary utility clearance requests.

580-4.2 Excavation of Plant Holes: Excavate plant holes after an area around the plant three times the size of the root ball has been tilled to a depth of the root ball. Ensure that the plant hole is made in the center of the tilled area only to the depth of the plant root ball.

Where excess material has been excavated from the plant hole, use the excavated material to backfill to proper level.

580-4.3 Setting of Plants: Center plants in the hole. Lower the plant into the hole so that it rests on a prepared hole bottom such that the roots are level with, or slightly above, the level of their previous growth and so oriented such as to present the best appearance.

Backfill with native soil, unless otherwise specified on the plans. Firmly rod and water-in the backfill so that no air pockets remain. Apply a sufficient quantity of water immediately upon planting to thoroughly moisten all of the backfilled earth. Keep plants in a moistened condition for the duration of the planting period.

When so directed, form a water ring 6 inches in width to make a water collecting basin with an inside diameter equal to the diameter of the excavated hole. Maintain the water ring in an acceptable condition.

580-4.4 Special Bed Preparation: Where multiple or mass plantings are to be made in extended bedding areas, and the plans specify Special Bed Preparation, prepare the planting beds as follows:

Remove all vegetation from within the area of the planting bed and excavate the surface soil to a depth of 6 inches. Backfill the excavated area with peat, sand, finish soil layer material or other material to the elevation of the original surface. Till the entire area to provide a loose, friable mixture to a depth of at least 8 inches. Level the bed only slightly above the adjacent ground level. Then mulch the entire bedding area, in accordance with 580-8.

580-5 Staking and Guying.

580-5.1 General: When specified in the plans, or as directed by the Engineer, stake plants in accordance with the following.

Use wide plastic, rubber or other flexible strapping materials to support the tree to stakes or ground anchors that will give as the tree moves in any direction up to 30 degrees. Do not use rope or wire through a hose. Use guy chords, hose or any other thin bracing or anchorage material which has a minimum 12 inches length of high visibility flagging tape secured to guys, midway between the tree and stakes for safety.

Stake trees larger than 1 inch diameter and smaller than 2 inches diameter with a 2 by 2 inch stake, set at least 2 feet in the ground and extending to the crown of the plant. Firmly fasten the plant to the stake with flexible strapping materials as noted above.

580-5.2 Trees of 2 to 3 1/2 inches [50 to 90 mm] Caliper: Stake all trees, other than palm trees, larger than 2 inches caliper and smaller than 3 1/2 inches caliper with

two 2 by 4 inch stakes, 8 feet long, set 2 feet in the ground. Place the tree midway between the stakes and hold it firmly in place by flexible strapping materials as noted above.

580-5.3 Large Trees: Guy all trees, other than palm trees, larger than 3 1/2 inches caliper, from at least three points, with flexible strapping materials as noted above.

Anchor flexible strapping to 2 by 4 by 24 inch stakes, driven into the ground such that the top of the stake is at least 3 inches below the finished ground.

580-5.4 Special Requirements for Palm Trees: Brace palms which are to be staked with three 2 by 4 inch wood braces, toe-nailed to cleats which are securely banded at two points to the palm, at a point one third the height of the trunk. Pad the trunk with five layers of burlap under the cleats. Place braces approximately 120 degrees apart and secure them underground by 2 by 4 by 12 inch stake pads.

580-6 Tree Protection and Root Barriers.

Install tree barricades when called for in the Contract Documents or by the Engineer to protect existing trees from damage during project construction. Place barricades at the drip line of the tree foliage or as far from the base of the tree trunk as possible. Barricades shall be able to withstand bumps by heavy equipment and trucks. Maintain barricades in good condition.

When called for in the Contract Documents, install root barriers or fabrics in accordance with the details shown.

580-7 Pruning.

Prune all broken or damaged roots and limbs in accordance with established arboriculture practices. When pruning is completed ensure that all remaining wood is alive. Do not reduce the size or quality of the plant below the minimum specified.

580-8 Mulching.

Uniformly apply mulch material, consisting of wood chips (no Cypress Mulch is allowed), pine straw, compost, or other suitable material approved by the Engineer, to a minimum loose thickness of 3 inches over the entire area of the backfilled hole or bed within two days after the planting. Maintain the mulch continuously in place until the time of final inspection.

580-9 Disposal of Surplus Materials and Debris.

Dispose of surplus excavated material from plant holes by scattering or otherwise as might be directed so that it is not readily visible or conspicuous to the passing motorist or pedestrian. Remove all debris and other objectionable material from the site and clean up the entire area and leave it in neat condition.

580-10 Contractor's Responsibility for Condition of the Plantings.

Ensure that the plants are kept watered, that the staking and guying is kept adjusted as necessary, that all planting areas and beds are kept free of weeds and undesirable plant growth and that the plants are maintained so that they are healthy, vigorous, and undamaged at the time of acceptance.

580-11 Plant Establishment Period.

If the Contract Documents designate a Plant Establishment Period, assume responsibility for the proper maintenance, survival and condition of all landscape items during such period at no additional cost.

580-12 Method of Measurement.

The quantities to be paid for will be the items shown in the plans, completed and accepted.

580-13 Basis of Payment.

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

THIS COMPLETES THIS SPECIFICATIONS PACKAGE

PLANS AND SPECIFICATIONS

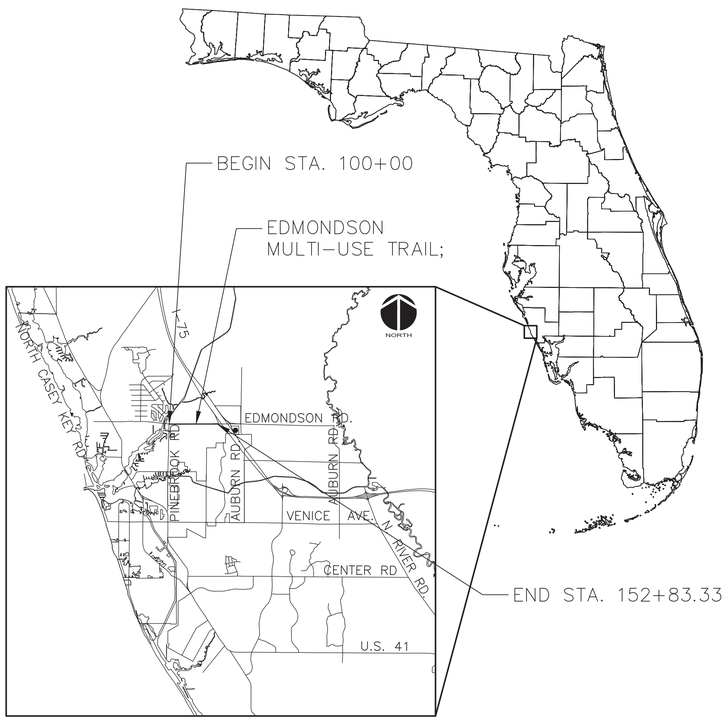
COMPONENTS OF THE CONTRACT PLAN SET

- ROADWAY PLANS
- SIGNING & PAVEMENT MARKING PLANS

DRAWING INDEX	
SHEET No.	DESCRIPTION
--	COVER
G02	GENERAL NOTES, ABBREVIATIONS
G03	HORIZONTAL CONTROL PLAN AND KEY SHEET
G04	LINE AND CURVE TABLES
D01	DEMOLITION PLAN
C01	CIVIL PLAN 1 OF 5
C02	CIVIL PLAN 2 OF 5
C03	CIVIL PLAN 3 OF 5
C04	CIVIL PLAN 4 OF 5
C05	CIVIL PLAN 5 OF 5
C06	SECTIONS 1 OF 3
C07	SECTIONS 2 OF 3
C08	SECTIONS 3 OF 3
C09	INTERSECTION PLANS 1 OF 2
C10	INTERSECTION PLANS 2 OF 2
C11	DETAILS 1 OF 4
C12	DETAILS 2 OF 4
C13	DETAILS 3 OF 4
C14	DETAILS 4 OF 4

CITY OF VENICE
EDMONDSON MULTI-USE TRAIL PROJECT
WORK ASSIGNMENT No. 8
MARCH 2017

FINANCIAL PROJECT ID: 436987-1-58-01
(FEDERAL FUNDS)



PROJECT VICINITY MAP
NTS
PROJECT LENGTH = 5,283.33 LINEAR FEET

PLANS DEVELOPED FOR:

CITY OF VENICE

MAYOR: JOHN HOLIC

VICE MAYOR: RICHARD CAUTERO

CITY COUNCIL MEMBERS:
KIT McKEON
BOB DANIELS
JEANETTE GATES
FRED FRAIZE
DEBORAH ANDERSON

CITY MANAGER: EDWARD F. LAVALLEE

GOVERNING STANDARDS AND SPECIFICATIONS:

A. FLORIDA DEPARTMENT OF TRANSPORTATION 2016/17 DESIGN STANDARDS AND REVISED INDEX DRAWINGS, AS APPENDED HEREIN, AND DIVISIONS II AND III OF THE JANUARY 2017 STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, AS AMENDED BY CONTRACT DOCUMENTS

B. MANUAL OF UNIFORM MINIMUM STANDARDS FOR DESIGN, CONSTRUCTION AND MAINTENANCE FOR STREETS AND HIGHWAYS, LATEST EDITION

C. FOR DESIGN STANDARDS CLICK ON THE "DESIGN STANDARDS" LINK AT THE FOLLOWING WEB SITE: HTTP://WWW.FDOT.GOV/RDDESIGN/

FOR THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION CLICK ON THE "STANDARD SPECIFICATIONS" LINK AT THE FOLLOWING WEB SITE: HTTP://WWW.FDOT.GOV/PROGRAMMANAGEMENT/

D. AMERICAN NATIONAL STANDARDS INSTITUTE G. A.A.S.H.T.O. LATEST EDITION

E. CITY OF VENICE STANDARDS DETAIL, LATEST EDITION

CURTIS R. BURKETT
LICENSE
No 41841
STATE OF FLORIDA
PROFESSIONAL ENGINEER

Curtis Burkett,
State of Florida PE
No. 41841
2017.03.01
15:29:32 -05'00'

NOTE: THE SCALE OF THESE PLANS MAY HAVE CHANGED DUE TO REPRODUCTION.

ENGINEER OF RECORD / PROJECT MANAGER:

CURTIS R. BURKETT	41841 FL. REG. NO.	DATE

PLANS DEVELOPED BY:

McKIM&CREED
378 Interstate Court
Sarasota, FL 34240
Phone: (941)379-3404, Fax: (941)379-3530
CA Lic. No. 29588
www.mckimcreed.com

5883-0008- EDMONDSON MULTI-USE TRAIL PROJECT
MARCH 2017
ISSUED FOR BID
COVER

S:\5883\0008\00-Drawings\GENERAL\G001-5883D0008.dwg, 3/1/2017 1:46:05 PM, Cathy Walker

GENERAL NOTES

1. THESE PLANS ARE SOLELY TO ASSIST THE CONTRACTOR IN ASSESSING THE NATURE AND EXTENT OF THE EXISTING CONDITIONS WHICH MAY BE ENCOUNTERED DURING THE COURSE OF WORK. CONTRACTORS ARE DIRECTED TO CONDUCT WHATEVER INVESTIGATION THEY DEEM NECESSARY PRIOR TO BIDDING TO DETERMINE THE ACTUAL CONDITIONS THAT WILL BE ENCOUNTERED.
2. LOCATIONS, ELEVATIONS AND DIMENSIONS OF EXISTING UTILITIES, STRUCTURES, AND OTHER FEATURES ARE SHOWN BASED ON THE BEST INFORMATION AVAILABLE AT THE TIME OF PREPARATION OF THESE PLANS BUT DO NOT PURPORT TO BE ABSOLUTELY CORRECT. THE CONTRACTOR SHALL VERIFY, PRIOR TO CONSTRUCTION, THE LOCATIONS, ELEVATIONS, AND DIMENSIONS OF ALL EXISTING UTILITIES, STRUCTURES, AND OTHER FEATURES (WHETHER OR NOT SHOWN ON THE PLANS) AFFECTING THE WORK.
3. THE CONTRACTOR SHALL REVIEW AND VERIFY ALL DIMENSIONS ON THE PLANS AND REVIEW ALL FIELD CONDITIONS THAT MAY AFFECT CONSTRUCTION. SHOULD DISCREPANCIES OCCUR, THE CONTRACTOR SHALL NOTIFY THE ENGINEER TO OBTAIN WRITTEN CLARIFICATION BEFORE COMMENCING WITH CONSTRUCTION.
4. THE CONTRACTOR SHALL PROTECT ALL EXISTING STRUCTURES, STORM DRAINS, SEWERS, UTILITIES, AND OTHER FACILITIES IN THE CONSTRUCTION AREA. THE CONTRACTOR SHALL REPAIR ANY DAMAGES DUE TO HIS CONSTRUCTION ACTIVITIES AT NO ADDITIONAL COST TO THE OWNER.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE EXISTING DRAINAGE SYSTEM WITHIN THE LIMITS OF THE PROJECT AREA FOR THE DURATION OF THE PROJECT.
6. THE CONTRACTOR SHALL PROVIDE CERTIFIED RECORD DRAWINGS AS OUTLINED IN THE SPECIFICATIONS. RED-LINE DRAWINGS SHALL BE CURRENT WITH EACH PAY APPLICATION SUBMITTED AND WILL BE CHECKED AS PART OF THE PAY APPLICATION REVIEW PROCESS. PAYMENT WILL NOT BE MADE TO CONTRACTOR WITHOUT APPROVED RED-LINE DRAWINGS. THE MOST CURRENT SET OF RED-LINES DRAWINGS SHALL ALSO BE BROUGHT TO EACH MONTHLY PROGRESS MEETING.
7. THE CONTRACTOR SHALL PROVIDE THE OWNER WITH A DETAILED CONSTRUCTION PHASING PLAN FOR APPROVAL, PRIOR TO BEGINNING CONSTRUCTION.
8. FIELD CONDITIONS MAY NECESSITATE ALIGNMENT AND GRADE DEVIATION OF THE PROPOSED TRAIL TO AVOID CONFLICTS. NO ADDITIONAL PAYMENT SHALL BE MADE WITHOUT PRIOR APPROVAL OF THE OWNER AND THE OWNER'S ENGINEER.
9. CONNECTIONS TO EXISTING FACILITIES SHALL BE ACCOMPLISHED IN A NEAT WORKMANLIKE MANNER. WHEN FIELD CONDITIONS INDICATE ANY VARIANCE FROM DETAILED METHODS, THE CONTRACTOR SHALL PROVIDE COMPREHENSIVE AND DETAILED DRAWINGS FOR ENGINEER REVIEW AND APPROVAL PRIOR TO MAKING THE CONNECTIONS.
10. CONTRACTOR SHALL MAINTAIN A CLEAR PATH FOR ALL SURFACE WATER DRAINAGE STRUCTURES AND DITCHES DURING ALL PHASES OF CONSTRUCTION.THE CONTRACTOR SHALL BE REQUIRED TO INSTALL ALL EROSION, SEDIMENT AND TURBIDITY CONTROL MEASURES PRIOR TO CONSTRUCTION OF ANY COMPONENTS ASSOCIATED WITH THE PROJECT. SEDIMENT CONTROL INCLUDES SILT DAMS, TRAPS, EROSION PROTECTION, AND ANY OTHER APPURTENANCES NEEDED BUT NOT NECESSARILY SHOWN ON THESE DRAWINGS.
11. CONTRACTOR SHALL PROVIDE PROTECTIVE MATTING, FUEL CONTAINMENT AND ALL OTHER MATERIALS, EQUIPMENT AND LABOR TO PROTECT THE STAGING AREA DURING CONSTRUCTION.
12. CONTRACTOR SHALL, PRIOR TO BEGINNING CONSTRUCTION, SUBMIT A "FUELING SPILL PREVENTION PLAN" THAT SHALL CLEARLY INDICATE HOW FUEL SPILLS WILL BE PREVENTED WHEN FUELING BOTH WITHIN AND OUTSIDE OF THE STAGING AREA.
13. CONTRACTOR SHALL IDENTIFY A STAGING AREA AND GAIN APPROVAL PRIOR TO MOBILIZING TO BEGIN CONSTRUCTION.
14. ASPHALT MAY BE SUBSTITUTED FOR CONCRETE AS THE PREFERRED MATERIAL FOR THE MULTI-USE TRAIL AS REFLECTED IN THE CONTRACT DOCUMENTS AND DIRECTED BY THE OWNER.
15. ALL ADA RAMPS SHALL BE CONSTRUCTED WITH 3000 PSI CONCRETE.

RESTORATION AND MISCELLANEOUS NOTES

1. ALL AREAS WHERE SIDEWALK IS BEING REMOVED, BUT NOT DIRECTLY REPLACE AT THE SAME LOCATION, THE CONTRACTOR SHALL INSTALL SOD TO MATCH EXISTING ADJACENT TYPE.
2. THE CONTRACTOR SHALL REPLACE ALL EXISTING PAVING, STABILIZED EARTH, CURBS, SIDEWALKS, FENCES, LANDSCAPING AND OTHER IMPROVEMENTS DISTURBED DURING CONSTRUCTION WITH THE SAME OR BETTER TYPE OF MATERIAL THAT WAS REMOVED DURING CONSTRUCTION OR AS DIRECTED BY THE ENGINEER AT NO ADDITIONAL COST TO THE CITY.
3. ALL RESTORATION WORK PERFORMED THROUGHOUT THE PROJECT SHALL CONFORM TO EXISTING LINES AND GRADES UNLESS OTHERWISE NOTED.
4. CONTRACTOR SHALL RESTORE ALL IRRIGATION SYSTEM COMPONENTS TO PRE-CONSTRUCTION CONDITIONS.
5. ALL DISTURBED GRASS AREAS SHALL BE RESTORED WITH SOLID SOD IN LIKE KIND UNLESS OTHERWISE DIRECTED BY OWNER

MAINTENANCE OF TRAFFIC

1. ALL MOT IS TO BE IN COMPLIANCE WITH FDOT STANDARD INDEX 600, 602 AND 660.

UTILITY NOTES

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING WITH THE FOLLOWING JURISDICTIONAL BODIES AND UTILITY COMPANIES:

INVESTIGATE BEFORE YOU EXCAVATE
CALL LOCAL PUBLIC UTILITY NOTIFICATION CENTER
TOLL FREE 1-800-432-4770
MIN. 48 HOURS BEFORE YOU EXCAVATE

CITY OF VENICE
UTILITIES DEPARTMENT
TIMOTHY HOCHULI
(941) 408-5468

FLORIDA POWER AND LIGHT
SARASOTA
TRACY STERNS
1-800-868-9554

VERIZON FLORIDA Inc.
DAVID WYNNS
(813) 987-2164

SARASOTA COUNTY TRAFFIC
MARK RICHMOND
(941) 650-2108

COMCAST CABLE VENICE
GONZALO ROJAS
(941)342-3578

JOYCE L. GOGOLA
SARASOTA COUNTY TRAFFIC OPERATIONS
(941)650-9228

SURVEY LEGEND

- = BACK-FLOW PREVENTOR
- = COLUMN
- = FIRE HYDRANT
- = FLOOD LIGHT
- = GUY ANCHOR
- = LIGHT POLE
- = IRON ROD AND CAP
- = NAIL AND DISK
- = MANHOLE (UNKNOWN)
- = MANHOLE SANITARY
- = METER WATER
- = POST
- = POWER POLE
- = SERVICE CABINET
- = SINGLE SUPPORT SIGN
- = TELEPHONE PEDESTAL
- = TREE OAK
- = TREE PALM
- = TREE PINE
- = VALVE NON-POTABLE WATER
- = WIRE PULLBOX
- = VALVE COVER WATER
- = VALVE COVER SANITARY
- = VALVE WATER

ARV = AIR RELEASE VALVE
ELEV = ELEVATION
PVC = POLYVINYL CHLORIDE
RCP = REINFORCED CONCRETE PIPE
RD. = ROAD

SURVEY NOTES

LAND SURVEYOR NOTES/REPORT:

1) TYPE OF SURVEY: TOPOGRAPHIC SURVEY

2) SURVEY DATE: DECEMBER 2015

3) NOT BASED ON AN ABSTRACT OF TITLE. RECORDED INSTRUMENTS WERE PROVIDED AND OBTAINED FROM SARASOTA COUNTY PROPERTY APPRAISERS WEBSITE. RIGHT-OF-WAY LINES HERON ARE APPROXIMATE. EASEMENTS AND/OR RESTRICTIONS MAY EXIST.

4) HORIZONTAL CONTROL: COORDINATE VALUES AND BEARINGS SHOWN ARE BASED ON THE STATE PLANE COORDINATE SYSTEM FOR THE WEST ZONE OF FLORIDA, NORTH AMERICAN DATUM 1983, 1990 ADJUSTMENT. PROJECT HORIZONTAL CONTROL: NGS DESIGNATION-I75 83 A31, PID-AG8198.

5) VERTICAL CONTROL: NGS BENCHMARKS, ALL WITHIN THE ROUTE, G 723, H 723 AND J 723. THE VERTICAL DATUM IS NAVD 88. THE NGS DATA SHEETS FOR EACH BENCHMARK LISTED IS INCLUDED IN A SEPARATE SUBMITTAL PACKAGE ALONG WITH A CLOSURE REPORT OF FROM A DIGITAL LEVEL RUN.

6) ACCURACY STATEMENT: ALL MEASUREMENTS, DISTANCES, ELEVATIONS AND FEATURES SHOWN WERE PERFORMED IN STRICT ACCORDANCE WITH THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17 F.A.C.

7) ABBREVIATION LEGEND APPEARS UPON THIS SHEET OF THE SURVEY MAP.

8) INTENDED FEATURES: TOPOGRAPHIC FEATURES SUCH AS ROADWAYS, DRAINAGE STRUCTURES, TREES, DITCHES, SIDEWALKS AND ABOVE GROUND UTILITIES ARE SHOWN, HOWEVER, OTHER UTILITIES MAY EXIST.

9) THE SURVEY REFERENCE LINE SHOWN HEREON IS NOT MONUMENTED, OTHER THAN SHOWN.

10) NOT A BOUNDARY SURVEY, CARTOGRAPHIC INFORMATION SHOWN FOR INFORMATION ONLY. RIGHT-OF-WAY AND PROPERTY LINES SHOWN HEREON ARE FROM THE SARASOTA COUNTY PROPERTY APPRAISERS MAPS AND ARE A GRAPHICAL REPRESENTATION ONLY AND HAVE NOT BEEN CALCULATED OR FIELD VERIFIED UNLESS OTHERWISE NOTED.

11) RESPONSIBILITY: THE UNDERSIGNED, SCOT A. CARPENTER, PSM, FLORIDA LS6177, IS THE RESPONSIBLE SURVEYOR AND MAPPER FOR ALL FEATURES AND DATA CONTAINED ON THIS SURVEY MAP.

12) ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

13) NEITHER THE MAP NOR THE REPORT IS FULL AND COMPLETE WITHOUT THE OTHER.

GENERAL ABBREVIATIONS

	AT
ABW	AUTOMATIC BACKWASH
A/C	AIR CONDITIONER UNIT
AC	ACRES
AC	ASPHALTIC CONCRETE
ABD	ABANDONED
AL/ALUM	ALUMINUM
ANCH	ANCHOR
APPROX	APPROXIMATE
BLDG	BIULDING
BM	BEAM
BOT/BOTT	BOTTOM
(C)	CALCULATED DATA
	CHANNEL
	CONDUIT
CB	CATCH BASIN
CCR	CERTIFIED CORNER RECORD
CHKR	CHECKERED
CIR	CIRCLE
CLF	CHAIN LINK FENCE
	CENTERLINE
CMP	CORRUGATED METAL PIPE
COL	COLUMN
CONN	CONNECTOR/CONNECTION
CONC	CONCRETE
COR	CORNER
C/T	CURB TIE
CU	COPPER
(D)	DEED DATA
	DEEP/DRAIN
DB	DEED BOOK
DBL	DOUBLE
DHW	DESIGN HIGH WATER
DISCH	DISCHARGE
DN	DOWN
DRWY	DRIVEWAY
EW	EACH WAY
EA	EACH
ECMP	ELLIPTICAL CORRUGATED METAL PIPE
EL/ELEV	ELEVATION
ELEC	ELECTRICAL CONDUIT
EP	EDGE OF PAVEMENT
ERCP	ELLIPTICAL REINFORCED CONCRETE PIPE
ETC	AND SO FORTH
EXIST	EXISTING
EXP	EXPANSION
(F)	FIELD DATA
FCM	FOUND CONCRETE MONUMENT
FDOT	FLORIDA DEPARTMENT
	OF TRANSPORTATION
FF	FINISHED FLOOR
FIR	FOUND IRON ROD
FND	FOUND NAIL & DISC
FOP	FOUND OPEN PIPE
FPP	FOUND PINCHED PIPE
FRRS	FOUND RAILROAD SPIKE
F/T	FENCE TIE
FT	FOOT
FTG	FOOTING
FXC	FOUND X-CUT
GALV	GALVANIZED
GDRL	GUARDRAIL
GE	GRATE ELEVATION
GEN	GENERATOR
	GRATED INLET
GPM	GALLONS PER MINUTE
GRTG	GRATING
GS	GALVANIZED STEEL
GR/GRD	GRADE
GWP	GUY WIRE POLE
HDWALL	HEADWALL
HR	HANDRAIL
HWL	HIGH WATER LEVEL
	INVERT ELEVATION
	INCH
INV	INVERT
	IRON PIPE
	IRON ROD
JB	JUNCTION BOX
JT	JOINT
(L)	LEGAL DESCRIPTION DATA
LB	LICENSED BUSINESS
LG	LONG

*NOT ALL ABBREVIATION MAY BE ON THE DRAWINGS

LN	LANE
LP	LIGHT POLE
LS	LICENSED SURVEYOR
MAS	MASONRY
MAX	MAXIMUM
MCC	MOTOR CONTROL CENTER
MES	MITERED END SECTION
MG	MILLION GALLONS
MGD	MILLION GALLONS PER DAY
MHW	MEAN HIGH WATER
MON	MONUMENT
NG	NATURAL GROUND
N.T.S.	NOT TO SCALE
NO	NUMBER
NP	NORMAL POOL
ø	DIAMETER/PHASE
O/A	OVERALL
OPNG	OPENING
OR	OFFICIAL RECORDS BOOK
(P)	PLAT BOOK
PCCP	PRE-STRESSED CONCRETE PIPE
PG	PAGE
PLCS	PLACES
PLS	PROFESSIONAL LAND SURVEYOR
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
POT	POTABLE
PP	POWER POLE
PRM	PERMANENT REFERENCE MONUMENT
PROP	PROPOSED
PSM	PROFESSIONAL SURVEYOR & MAPPER
P/T	PAVEMENT TIE
PV	PLUG VALVE
PVMT	PAVEMENT
R	RADIUS/RISER/RELAY
RCP	REINFORCED CONCRETE PIPE
REF	REFERENCED
REINF	REINFORCED/REINFORCING
REQ'D	REQUIRED
RESTR	RESTRAINED
RLS	REGISTERED LAND SURVEYOR
RW;R/W	RIGHT-OF-WAY
SAN	SANITARY
SEC	SECTION
SGL	SINGLE
SHW	SEASONAL HIGH WATER
SIR	SET IRON ROD $\frac{1}{2}$" LB 6113
SND	SET NAIL & DISC LB 6113
SPRK	SPRINKLER
SQ	SQUARE
SN	SIGN
SSMH	SANITARY SEWER MANHOLE
S/T	SIDEWALK TIE
STL	STEEL
STY	STORY
S/W; SWK	SIDEWALK
SYM	SYMBOL
TBM	TEMPORARY BENCH MARK
TOB	TOP OF BANK
T&B	TOP & BOTTOM
TEL	TELEPHONE
TEMP	TEMPORARY
THK	THICK
TS&V	TAPPING VALVE AND SLEEVE
TOS	TOE OF SLOPE
TYP	TYPICAL
UG	UNDERGROUND GAS
UP	UTILITY POLE
UT	UNDERGROUND TELEPHONE
VCP	VITRIFIED CLAY PIPE
VERT	VERTICAL
W	WIDE FLANGE/WIDE/WATT
W/	WITH
WBW	WASTE BACKWASH
WF	WOOD FENCE
W/L	WATER LINE
WL	WATER LEVEL
W/M	WATER MAIN
WM	WATER METER
WP	WEATHER PROOF
WS	WALL SLEEVE/WATER STOP/

SECTION DESIGNATION

SECTION NAME → A/C
SHEET WHERE SECTION IS SHOWN → 7.2

REV.NO.	DESCRIPTIONS	DATE

REVISIONS

SEAL

CURTIS R. BURKETT, P.E.
No. 41841

SEAL

McKIM&CREED
378 Interstate Court
Sarasota, Florida 34240
Phone: (941)379-3404, Fax: (941)379-3530
EB0006691
www.mckimcreed.com

City Of Venice

CITY OF VENICE
EDMONDSON MULTI-USE TRAIL

GENERAL NOTES, ABBREVIATIONS

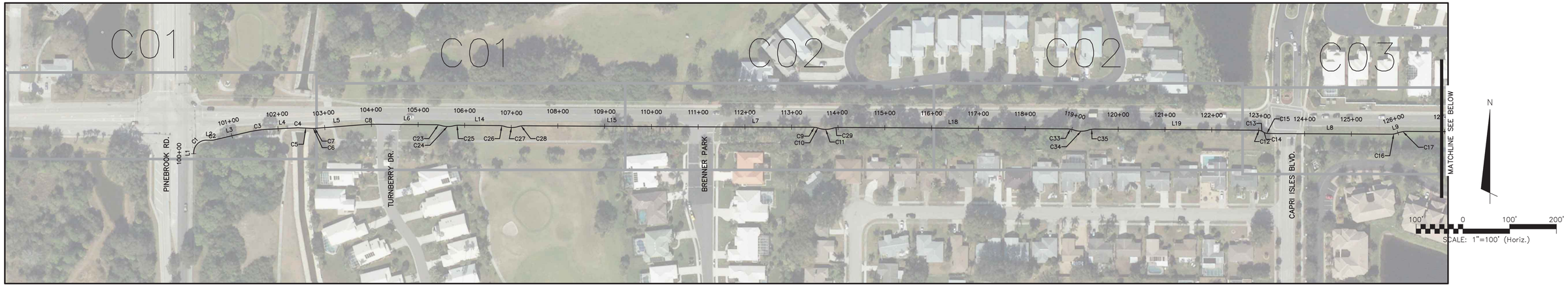
DATE:	MARCH 2017
MCE PROJ. #	5883-0008
DRAWN	QES
DESIGNED	CRB
CHECKED	JSL
PROJ. MGR.	PJL

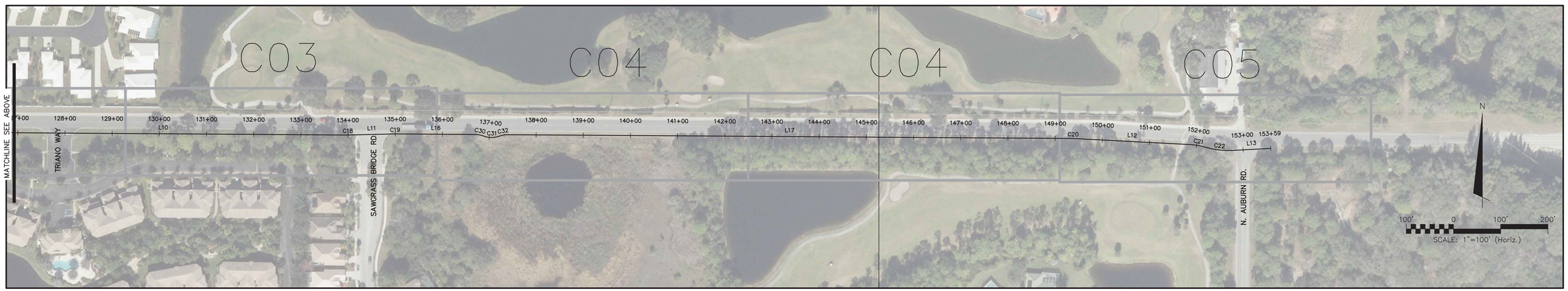
SCALE
HORIZONTAL: N/A
VERTICAL: N/A

DRAWING NUMBER
G02

STATUS: ISSUED FOR BID
REVISION

S:\5883\0008\05-Drawings\GENERAL\G002-5883\0008.dwg, 3/7/2017 1:49:09 PM, Cathy Walker





REV.NO.	DESCRIPTIONS	DATE
	REVISIONS	

SEAL

FOUSTINES R. LEDEBRKEE III, P.E.
No. 56152

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EB0006691
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City Of Venice

CITY OF VENICE
EDMONDSON MULTI-USE TRAIL

HORIZONTAL CONTROL PLAN AND KEY SHEET

DATE:	MARCH 2017
MCE PROJ. #	5883-0008
DRAWN	QES
DESIGNED	CRB
CHECKED	JSL
PROJ. MGR.	PJL

SCALE
HORIZONTAL: 1"=100'
VERTICAL: N/A

DRAWING NUMBER
G03

STATUS: ISSUED FOR BID
REVISION

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Line Table: Alignments

Line #	Length	Direction	Start Point	Start Sta.	End Point	End Sta.
L1	2.01'	N0° 12' 33.41"E	N: 1013990.18 E: 520500.57	100+00.00	N: 1013992.18 E: 520500.58	100+02.01
L2	11.80'	S89° 49' 48.22"E	N: 1014019.09 E: 520527.65	100+44.40	N: 1014019.05 E: 520539.46	100+56.20
L3	75.73'	N77° 03' 06.88"E	N: 1014019.43 E: 520542.86	100+59.64	N: 1014036.40 E: 520616.66	101+35.37
L4	60.97'	N87° 07' 03.86"E	N: 1014042.44 E: 520660.11	101+79.29	N: 1014045.51 E: 520721.00	102+40.25
L5	93.07'	N85° 34' 46.94"E	N: 1014044.42 E: 520760.71	102+79.99	N: 1014051.60 E: 520853.50	103+73.06
L6	121.11'	S89° 34' 50.86"E	N: 1014053.08 E: 520895.76	104+15.36	N: 1014052.20 E: 521016.87	105+36.47
L7	240.64'	S89° 49' 15.80"E	N: 1014047.55 E: 521581.62	111+02.56	N: 1014046.80 E: 521822.26	113+43.21
L8	263.82'	S89° 42' 51.38"E	N: 1014033.26 E: 522798.05	123+22.37	N: 1014031.94 E: 523061.86	125+86.18
L9	6.62'	N72° 55' 56.93"E	N: 1014033.26 E: 523070.67	125+95.12	N: 1014035.21 E: 523076.99	126+01.74
L10	776.50'	S89° 36' 28.18"E	N: 1014037.85 E: 523095.01	126+20.02	N: 1014032.53 E: 523871.50	133+96.52
L11	94.04'	N88° 39' 26.63"E	N: 1014032.58 E: 523877.55	134+02.58	N: 1014034.79 E: 523971.56	134+96.62
L12	243.54'	S87° 01' 52.15"E	N: 1014025.02 E: 525414.84	149+41.39	N: 1014012.41 E: 525658.06	151+84.93
L13	79.92'	N86° 54' 33.08"E	N: 1013999.91 E: 525750.51	152+78.62	N: 1014004.22 E: 525830.32	153+58.54
L14	80.54'	S89° 31' 36.67"E	N: 1014050.99 E: 521071.73	105+91.92	N: 1014050.33 E: 521152.27	106+72.47
L15	373.90'	S89° 38' 13.97"E	N: 1014049.92 E: 521207.73	107+28.67	N: 1014047.55 E: 521581.62	111+02.56
L16	166.86'	S89° 37' 03.34"E	N: 1014034.84 E: 523977.58	135+02.64	N: 1014033.72 E: 524144.44	136+69.50
L17	1194.53'	S89° 36' 51.91"E	N: 1014033.26 E: 524213.57	137+40.09	N: 1014025.22 E: 525408.08	149+34.62
L18	486.17'	S89° 37' 09.71"E	N: 1014046.44 E: 521881.21	114+03.04	N: 1014043.21 E: 522367.37	118+89.21
L19	347.26'	S89° 37' 07.70"E	N: 1014042.80 E: 522428.32	119+51.15	N: 1014040.49 E: 522775.58	122+98.41

Curve Table: Alignments

Curve #	Radius	Length	Chord Direction	Start Point	Start STA	End Point	End STA
C1	27.00	42.39	N45° 11' 22.60"E	N: 1013992.18 E: 520500.58	100+02.01	N: 1014019.09 E: 520527.65	100+44.40
C2	15.00	3.43	N83° 36' 39.33"E	N: 1014019.05 E: 520539.46	100+56.20	N: 1014019.43 E: 520542.86	100+59.64
C3	250.00	43.92	N82° 05' 05.37"E	N: 1014036.40 E: 520616.66	101+35.37	N: 1014042.44 E: 520660.11	101+79.29
C4	50.00	4.58	N89° 44' 37.80"E	N: 1014045.51 E: 520721.00	102+40.25	N: 1014045.53 E: 520725.58	102+44.84
C5	20018.83	29.20	S87° 36' 32.98"E	N: 1014045.53 E: 520725.58	102+44.84	N: 1014044.31 E: 520754.76	102+74.04
C6	64.07	2.99	S89° 31' 06.13"E	N: 1014044.31 E: 520754.76	102+74.04	N: 1014044.28 E: 520757.75	102+77.03
C7	45.41	2.96	N87° 16' 25.58"E	N: 1014044.28 E: 520757.75	102+77.03	N: 1014044.42 E: 520760.71	102+79.99
C8	501.35	42.30	N87° 59' 07.40"E	N: 1014051.60 E: 520853.50	103+73.06	N: 1014053.08 E: 520895.76	104+15.36
C9	50.00	10.54	S83° 43' 03.85"E	N: 1014046.80 E: 521822.26	113+43.21	N: 1014045.65 E: 521832.72	113+53.75
C10	50.00	4.48	S75° 06' 45.13"E	N: 1014045.65 E: 521832.72	113+53.75	N: 1014044.50 E: 521837.05	113+58.23
C11	50.00	29.85	S89° 39' 10.17"E	N: 1014044.50 E: 521837.05	113+58.23	N: 1014044.32 E: 521866.46	113+88.08
C12	19.62	6.02	S80° 49' 53.91"E	N: 1014040.49 E: 522775.58	122+98.41	N: 1014039.54 E: 522781.50	123+04.43
C13	21.72	6.06	S63° 50' 14.37"E	N: 1014039.54 E: 522781.50	123+04.43	N: 1014036.87 E: 522786.92	123+10.49
C14	19.21	5.94	S63° 29' 36.74"E	N: 1014036.87 E: 522786.92	123+10.49	N: 1014034.23 E: 522792.21	123+16.43
C15	20.31	5.94	S80° 30' 12.84"E	N: 1014034.23 E: 522792.21	123+16.43	N: 1014033.26 E: 522798.05	123+22.37
C16	30.00	8.94	N81° 27' 58.47"E	N: 1014031.94 E: 523061.86	125+86.18	N: 1014033.26 E: 523070.67	125+95.12
C17	60.00	18.28	N81° 39' 44.37"E	N: 1014035.21 E: 523076.99	126+01.74	N: 1014037.85 E: 523095.01	126+20.02
C18	200.00	6.06	N89° 31' 29.22"E	N: 1014032.53 E: 523871.50	133+96.52	N: 1014032.58 E: 523877.55	134+02.58
C19	200.00	6.02	N89° 31' 11.65"E	N: 1014034.79 E: 523971.56	134+96.62	N: 1014034.84 E: 523977.58	135+02.64
C20	150.07	6.77	S88° 19' 19.72"E	N: 1014025.22 E: 525408.08	149+34.62	N: 1014025.02 E: 525414.84	149+41.39
C21	149.18	34.67	S80° 22' 04.92"E	N: 1014012.41 E: 525658.06	151+84.93	N: 1014006.62 E: 525692.16	152+19.59
C22	173.72	59.03	S83° 26' 41.98"E	N: 1014006.62 E: 525692.16	152+19.59	N: 1013999.91 E: 525750.51	152+78.62
C23	50.00	13.64	S81° 45' 49.85"E	N: 1014052.20 E: 521016.87	105+36.47	N: 1014050.25 E: 521030.33	105+50.11
C24	50.00	25.71	S88° 40' 36.88"E	N: 1014050.25 E: 521030.33	105+50.11	N: 1014049.66 E: 521055.75	105+75.82
C25	53.28	16.10	N85° 15' 04.86"E	N: 1014049.66 E: 521055.75	105+75.82	N: 1014050.99 E: 521071.73	105+91.92
C26	50.00	14.03	S81° 29' 26.12"E	N: 1014050.33 E: 521152.27	106+72.47	N: 1014048.26 E: 521166.10	106+86.49
C27	50.00	28.15	S89° 34' 53.10"E	N: 1014048.26 E: 521166.10	106+86.49	N: 1014048.05 E: 521193.88	107+14.64
C28	50.00	14.02	N82° 19' 37.99"E	N: 1014048.05 E: 521193.88	107+14.64	N: 1014049.92 E: 521207.73	107+28.67
C29	50.00	14.96	N81° 48' 41.35"E	N: 1014044.32 E: 521866.46	113+88.08	N: 1014046.44 E: 521881.21	114+03.04
C30	50.00	17.65	S79° 30' 19.47"E	N: 1014033.72 E: 524144.44	136+69.50	N: 1014030.53 E: 524161.71	136+87.15
C31	50.00	35.29	S89° 36' 52.97"E	N: 1014030.53 E: 524161.71	136+87.15	N: 1014030.29 E: 524196.27	137+22.44
C32	50.00	17.65	N80° 16' 28.88"E	N: 1014030.29 E: 524196.27	137+22.44	N: 1014033.26 E: 524213.57	137+40.09
C33	50.00	15.49	S80° 44' 41.52"E	N: 1014043.21 E: 522367.37	118+89.21	N: 1014040.73 E: 522382.59	119+04.70
C34	50.00	30.97	S89° 36' 51.45"E	N: 1014040.73 E: 522382.59	119+04.70	N: 1014040.53 E: 522413.07	119+35.67
C35	50.00	15.48	N81° 30' 41.36"E	N: 1014040.53 E: 522413.07	119+35.67	N: 1014042.80 E: 522428.32	119+51.15

REV.NO.	DESCRIPTIONS	DATE
	REVISIONS	

SEAL

RONALD E. BENDRAKE III, P.E.
No. 54787

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City Of Venice

CITY OF VENICE
EDMONDSON MULTI-USE TRAIL

LINE AND CURVE TABLES

DATE:	MARCH 2017
MCE PROJ. #	5883-0008
DRAWN	QES
DESIGNED	CRB
CHECKED	JSL
PROJ. MGR.	PJL

SCALE
HORIZONTAL: 1"=100'
VERTICAL: N/A

DRAWING NUMBER
G04

STATUS: ISSUED FOR BID
REVISION

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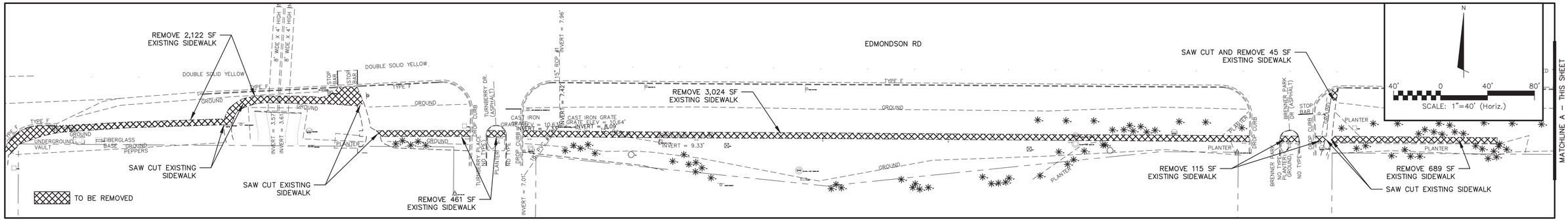

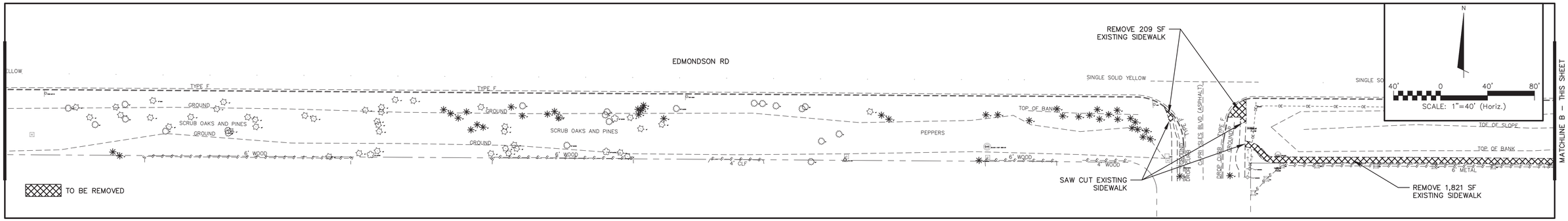

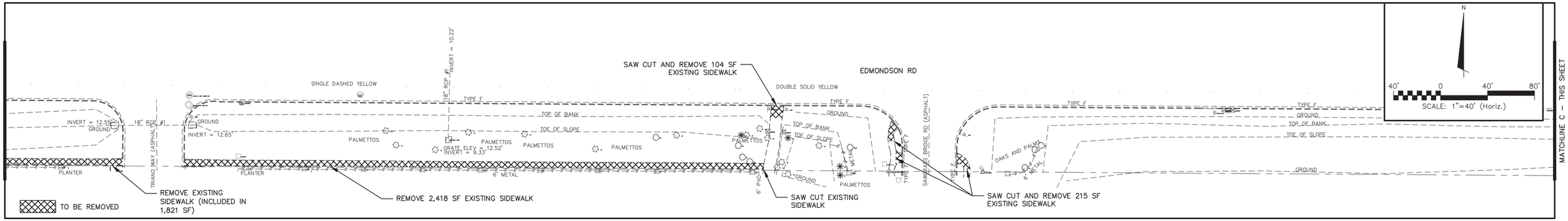

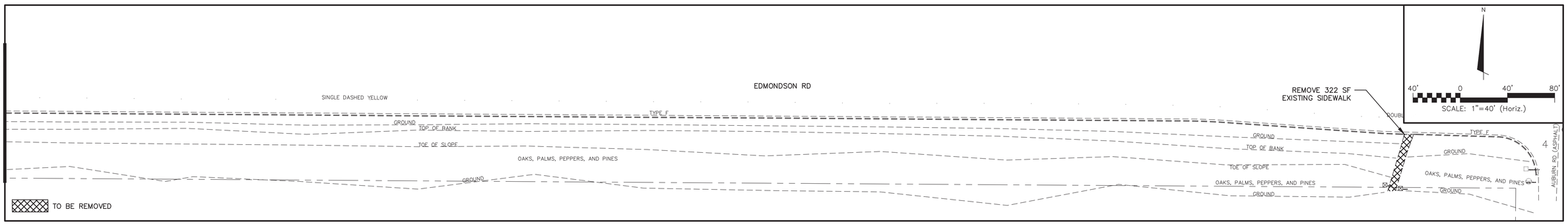

REV.NO.	DESCRIPTIONS	DATE
	REVISIONS	

SEAL

CURTIS R. BURKETT, P.E.
No. 41841

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City Of Venice

CITY OF VENICE
EDMONDSON MULTI-USE TRAIL

DEMOLITION PLAN

DATE:	MARCH 2017
MCE PROJ. #	5883-0008
DRAWN	QES
DESIGNED	CRB
CHECKED	JSL
PROJ. MGR.	PJL

SCALE
HORIZONTAL: 1" = 40'
VERTICAL: N/A

DRAWING NUMBER
D01

STATUS: ISSUED FOR BID
REVISION

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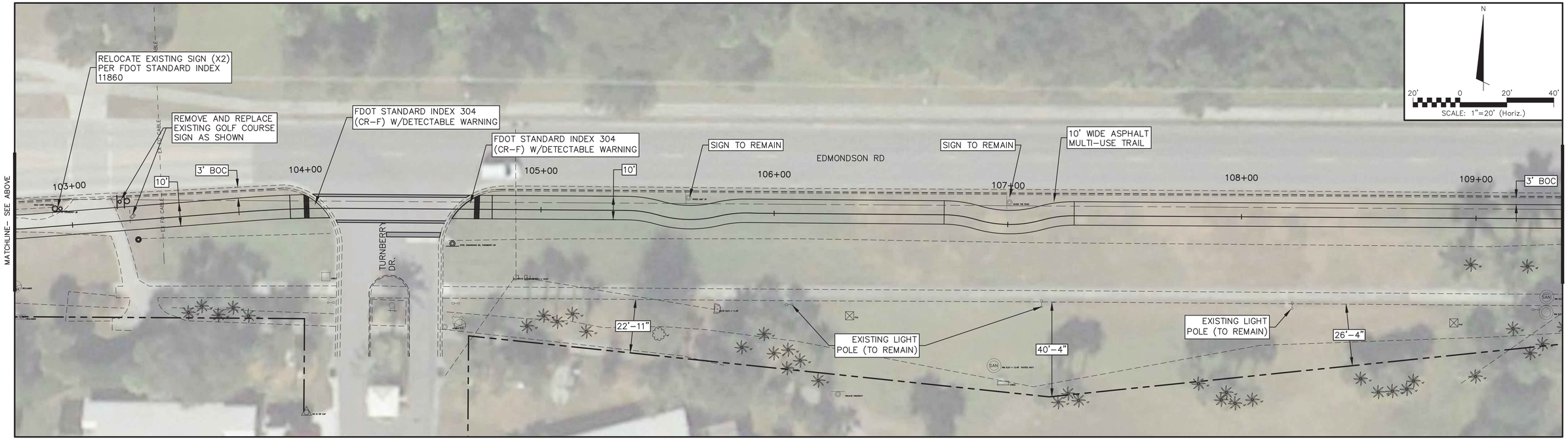

REV.NO.	DESCRIPTIONS	DATE

REVISIONS

SEAL

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City Of Venice

CITY OF VENICE
EDMONDSON MULTI-USE TRAIL

CIVIL PLAN 1 OF 5

DATE:	MARCH 2017
MCE PROJ. #	5883-0008
DRAWN	QES
DESIGNED	CRB
CHECKED	JSL
PROJ. MGR.	PJL

SCALE
HORIZONTAL: 1"= 20'
VERTICAL: N/A

DRAWING NUMBER
C01

STATUS: ISSUED FOR BID
REVISION

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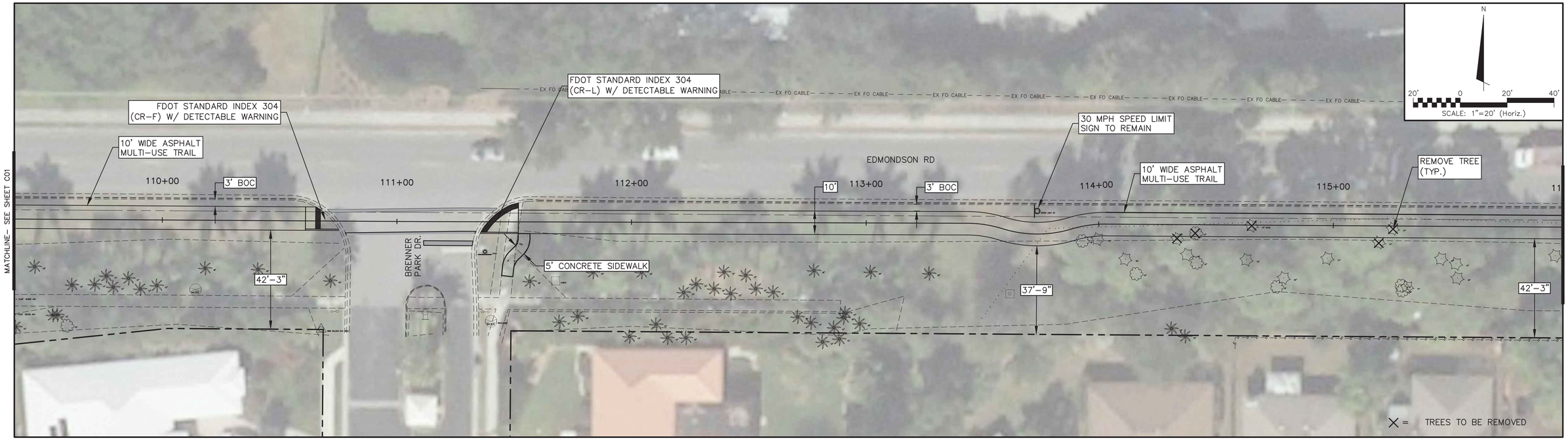

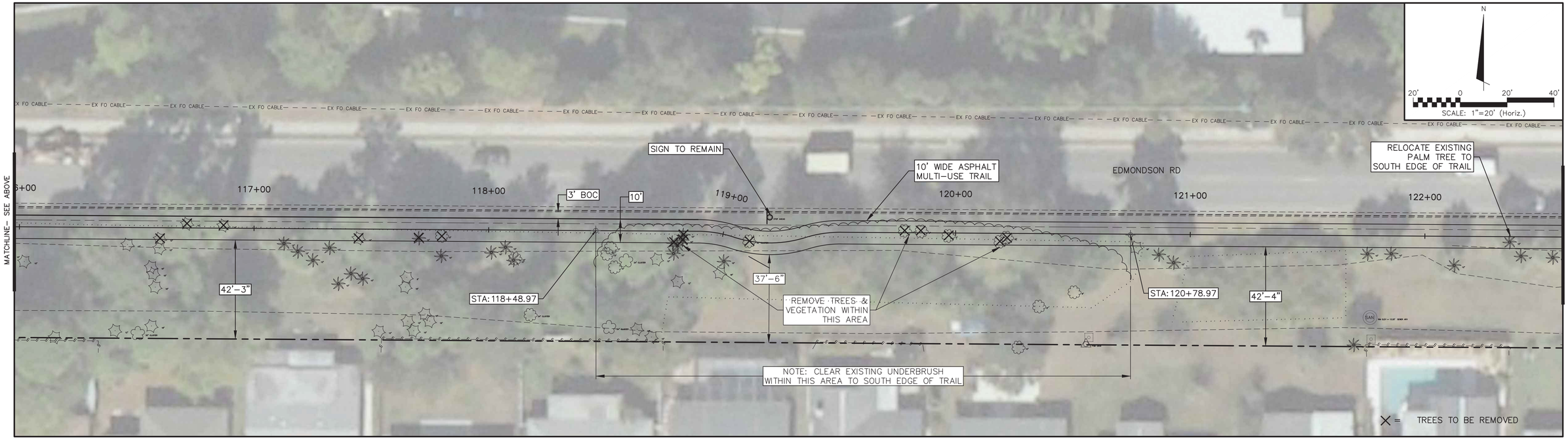

REV.NO.	DESCRIPTIONS	DATE

REVISIONS

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City Of Venice

CITY OF VENICE
EDMONDSON MULTI-USE TRAIL

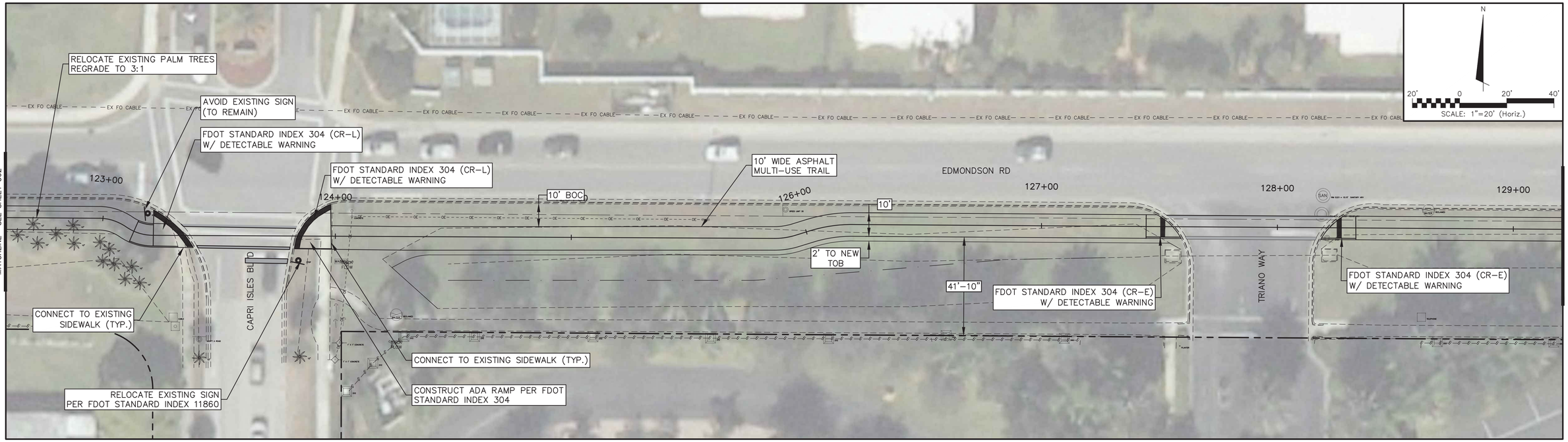
CIVIL PLAN 2 OF 5

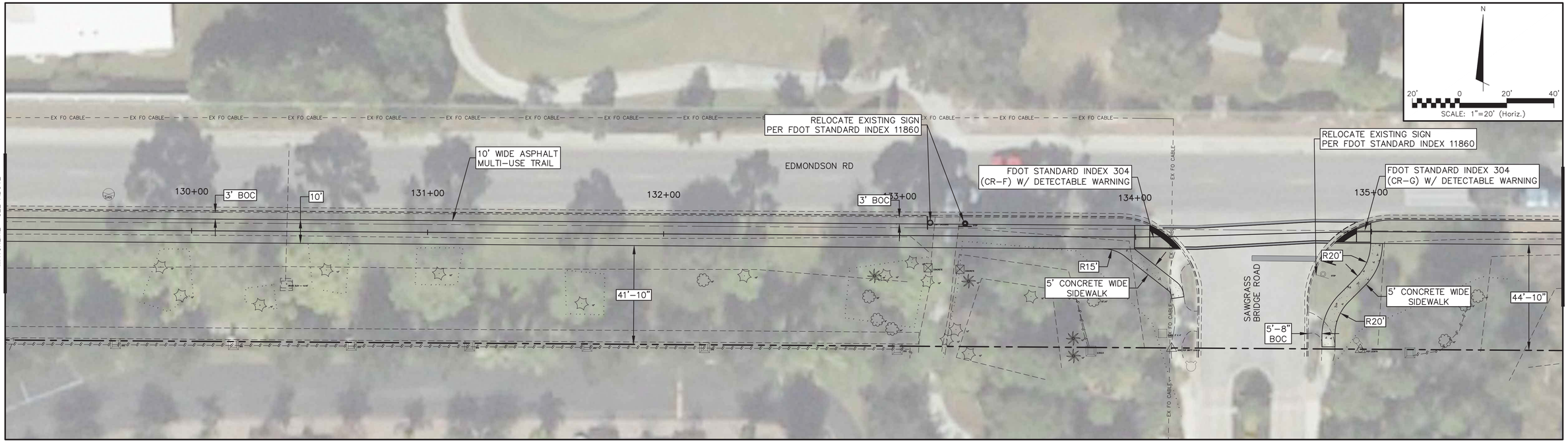
DATE:	MARCH 2017
MCE PROJ. #	5883-0008
DRAWN	QES
DESIGNED	CRB
CHECKED	JSL
PROJ. MGR.	PJL

SCALE
HORIZONTAL: 1"= 20'
VERTICAL: N/A

DRAWING NUMBER
C02

STATUS: ISSUED FOR BID
REVISION





REV.NO.	DESCRIPTIONS	DATE

REVISIONS

SEAL

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City Of Venice

CITY OF VENICE
EDMONDSON MULTI-USE TRAIL

CIVIL PLAN 3 OF 5

DATE:	MARCH 2017
MCE PROJ. #	5883-0008
DRAWN	QES
DESIGNED	CRB
CHECKED	JSL
PROJ. MGR.	PJL

SCALE
HORIZONTAL: 1"= 20'
VERTICAL: N/A

DRAWING NUMBER
C03

STATUS: ISSUED FOR BID
REVISION

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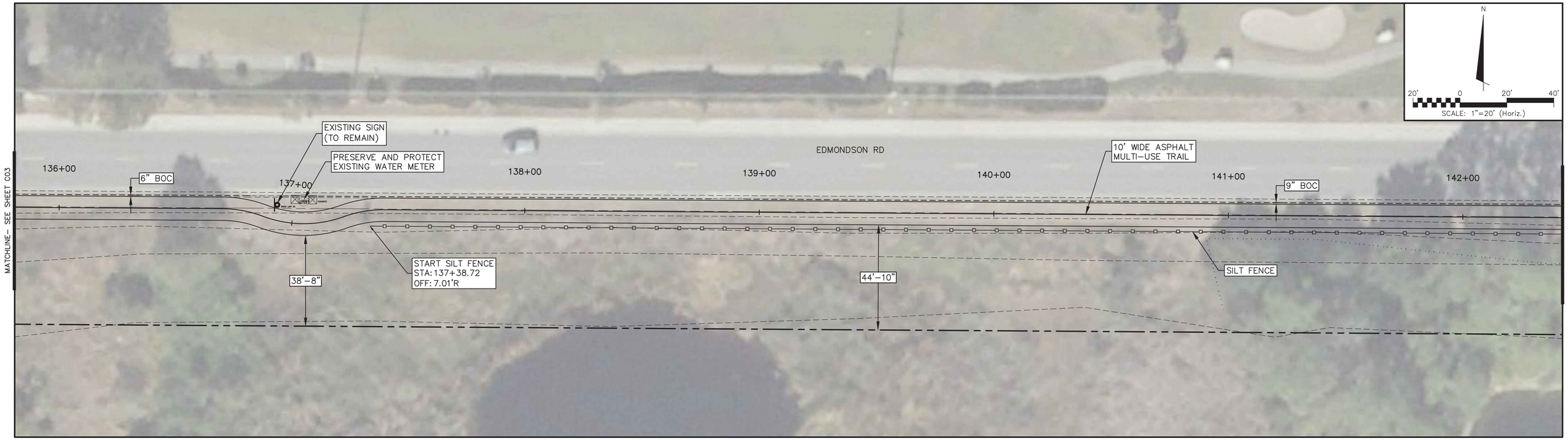

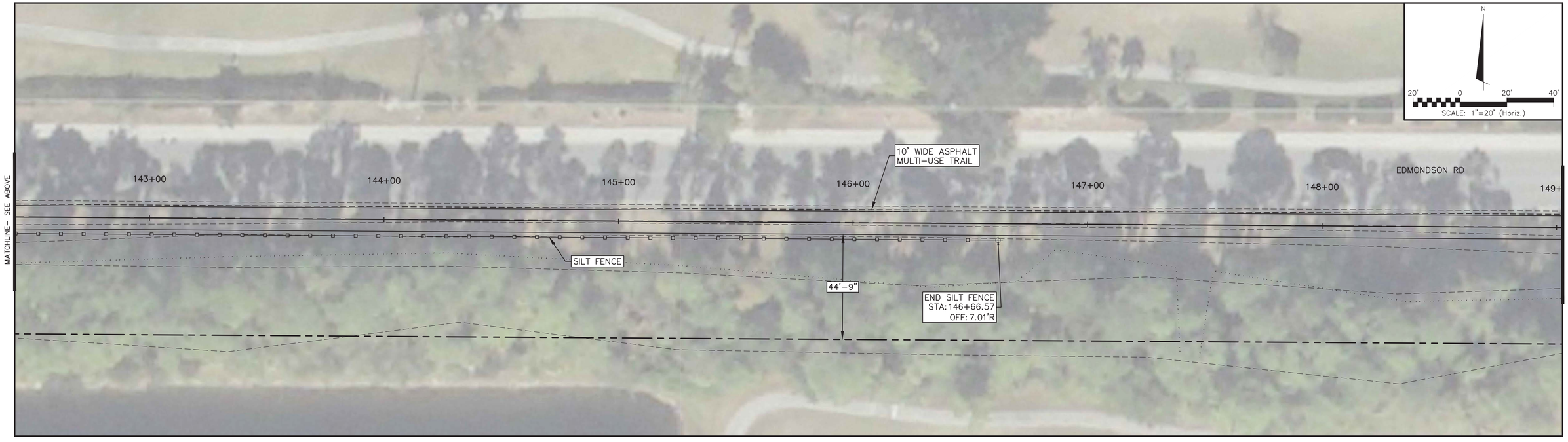

REV.NO.	DESCRIPTIONS	DATE
	REVISIONS	

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City Of Venice

CITY OF VENICE
EDMONDSON MULTI-USE TRAIL

CIVIL PLAN 4 OF 5

DATE:	MARCH 2017
MCE PROJ. #	5883-0008
DRAWN	QES
DESIGNED	CRB
CHECKED	JSL
PROJ. MGR.	PJL

SCALE
HORIZONTAL: 1"= 20'
VERTICAL: N/A

DRAWING NUMBER
C04

STATUS: ISSUED FOR BID
REVISION

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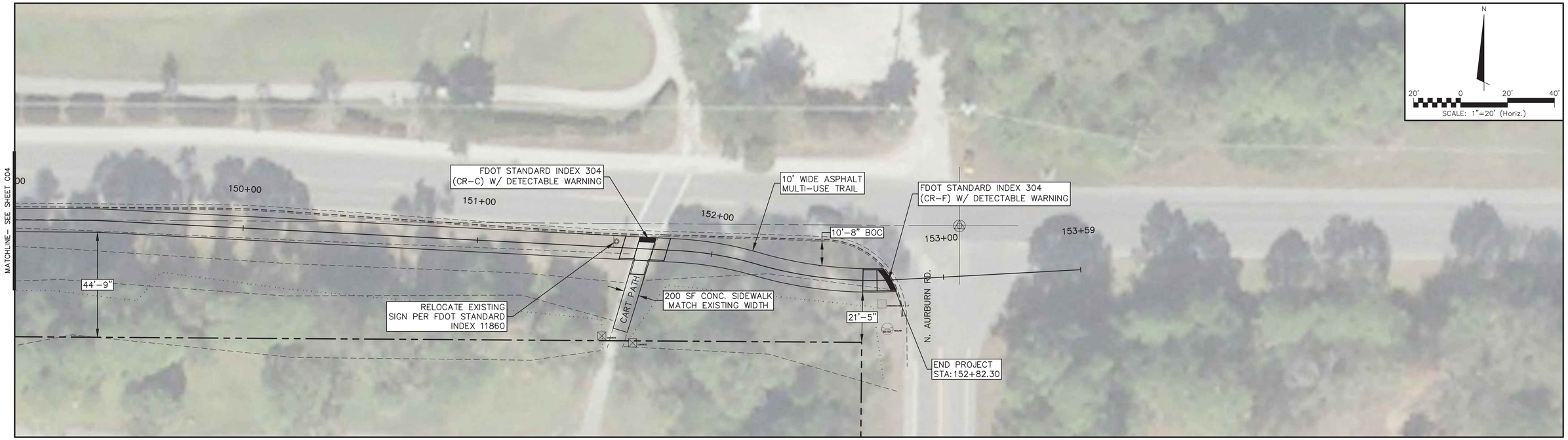

REV.NO.	DESCRIPTIONS	DATE

REVISIONS

SEAL

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No. 41841

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CITY OF VENICE
EDMONDSON MULTI-USE TRAIL

CIVIL PLAN 5 OF 5

DATE:	MARCH 2017
MCE PROJ. #	5883-0008
DRAWN	QES
DESIGNED	CRB
CHECKED	JSL
PROJ. MGR.	PJL

SCALE
HORIZONTAL: 1"= 20'
VERTICAL: N/A

DRAWING NUMBER
C05

STATUS: ISSUED FOR BID
REVISION

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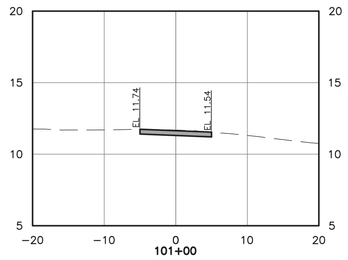
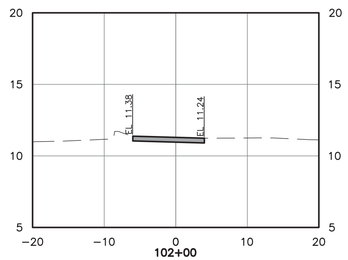
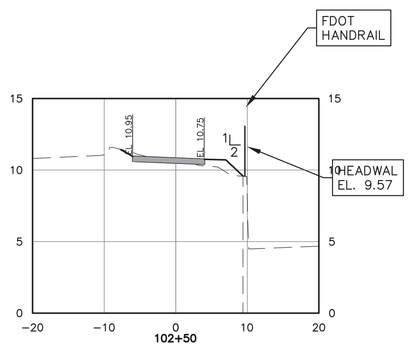
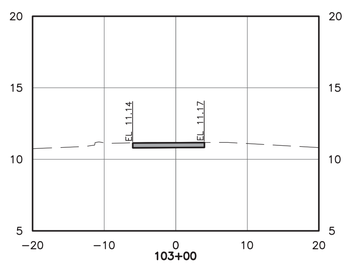
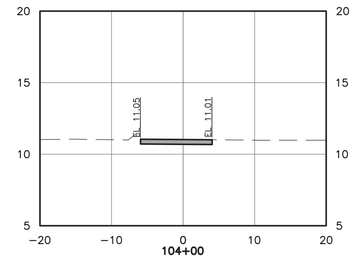


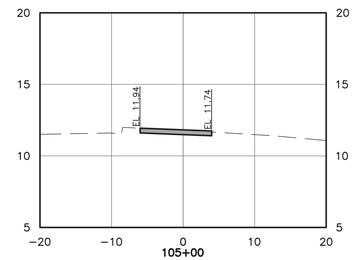
NOTE: MAX CROSS SLOPE = 2.0%

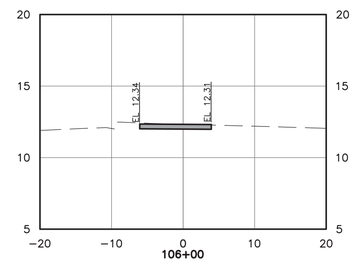


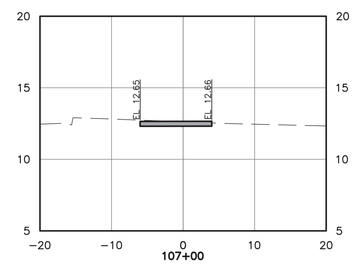


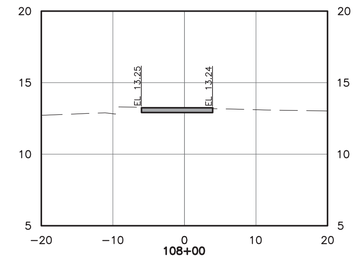


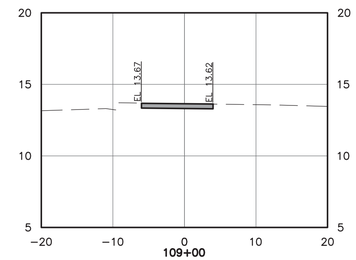


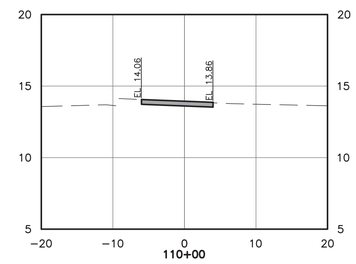


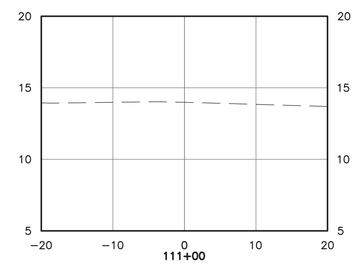


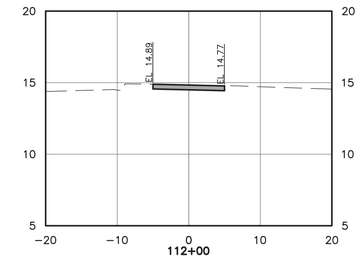


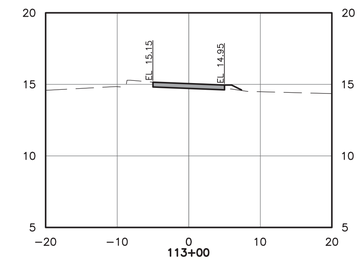


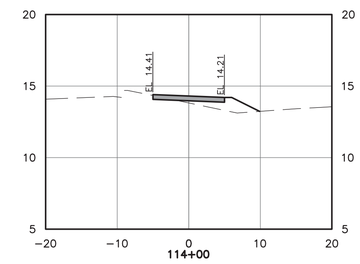


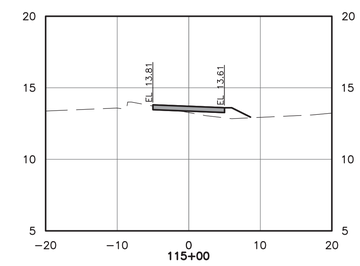


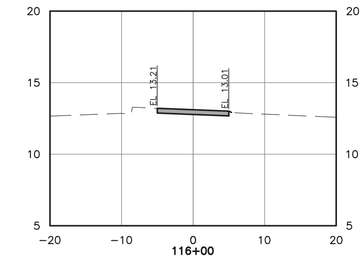


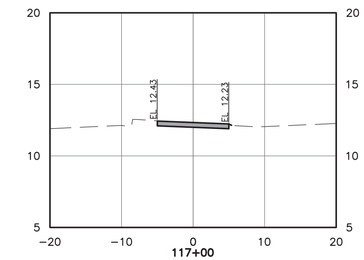


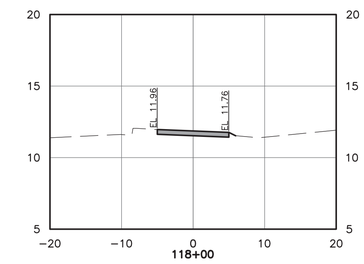


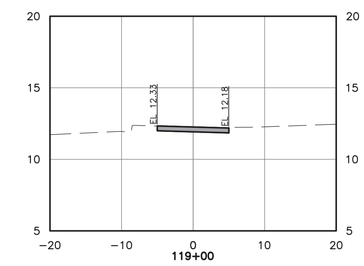












REV.NO.	DESCRIPTIONS	DATE

REVISIONS

SEAL

CURTIS R. BURKETT, P.E.
No. 41841

SEAL

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City Of Venice

CITY OF VENICE
EDMONDSON MULTI-USE TRAIL

SECTIONS 1 OF 3

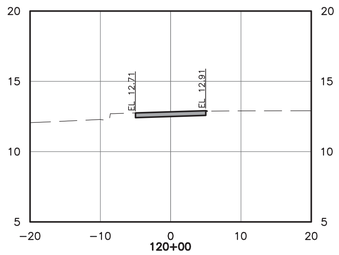
DATE:	MARCH 2017
MCE PROJ. #	5883-0008
DRAWN	QES
DESIGNED	CRB
CHECKED	JSL
PROJ. MGR.	PJL

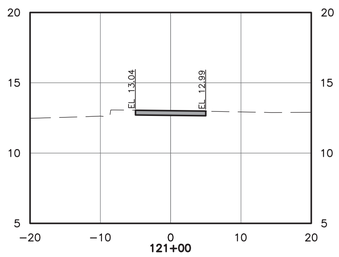
SCALE
HORIZONTAL: 1"=10'
VERTICAL: 1"=5'

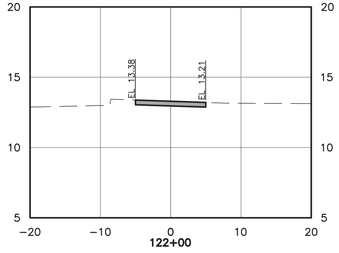
DRAWING NUMBER
C06

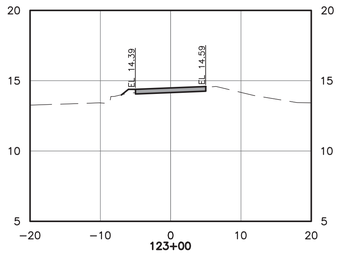
STATUS: ISSUED FOR BID
REVISION

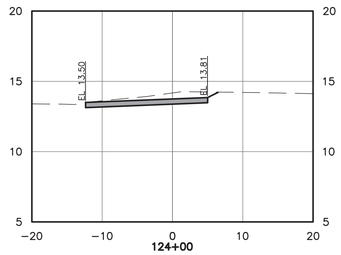
S:\5883\0008\90-Drawings\CIVIL\C01-5883000B.dwg, 3/7/2017 1:55:34 PM, Cathy Walker

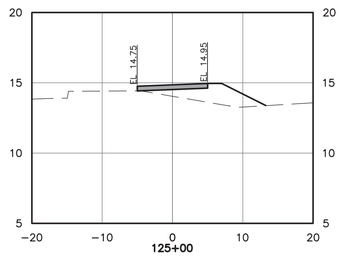


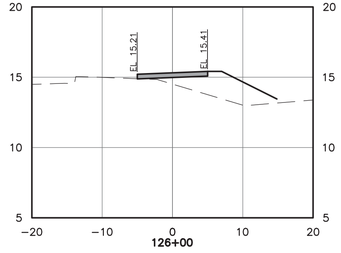


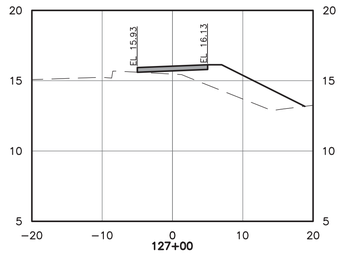


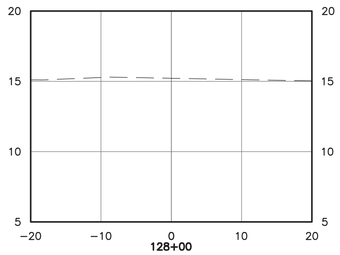


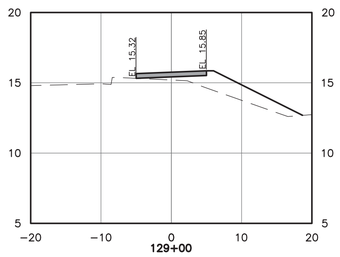


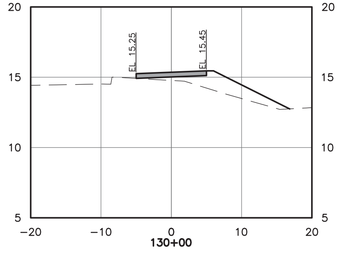


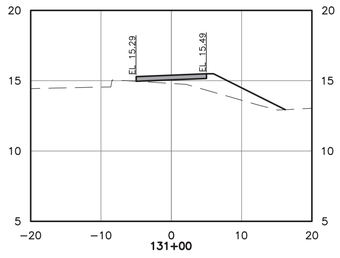


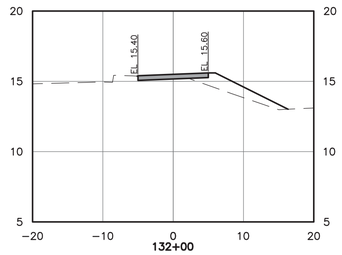


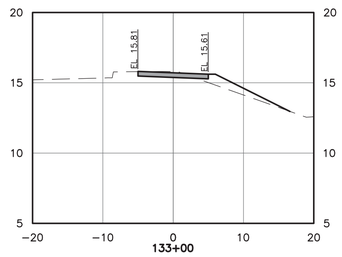


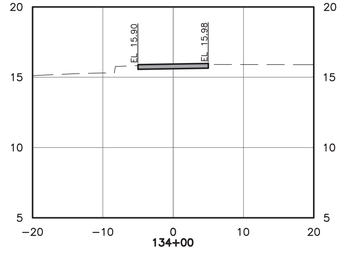


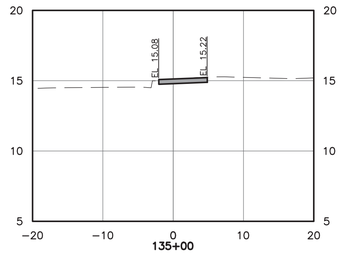


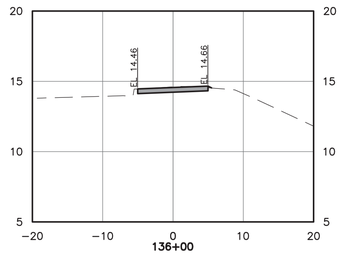


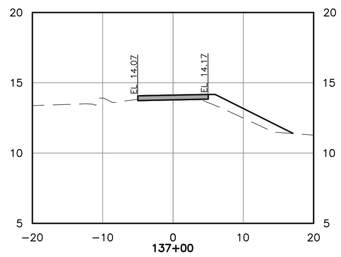


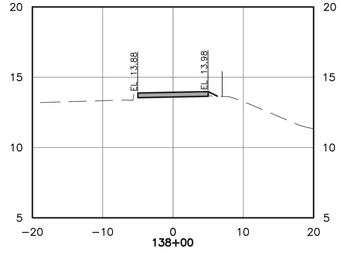


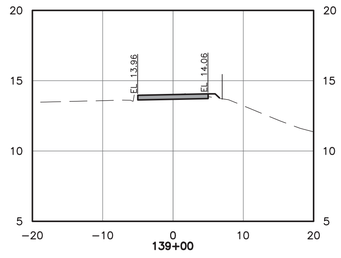












REV.NO.	DESCRIPTIONS	DATE

REVISIONS

SEAL

CURTIS R. BURKETT, P.E.
No. 41841

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City Of Venice

CITY OF VENICE
EDMONDSON MULTI-USE TRAIL

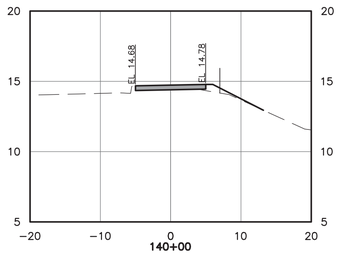
SECTIONS 2 OF 3

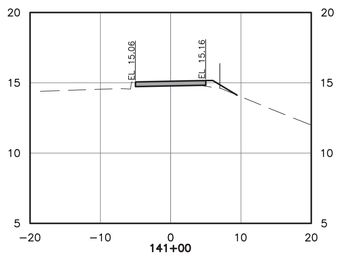
DATE:	MARCH 2017
MCE PROJ. #	5883-0008
DRAWN	QES
DESIGNED	CRB
CHECKED	JSL
PROJ. MGR.	PJL

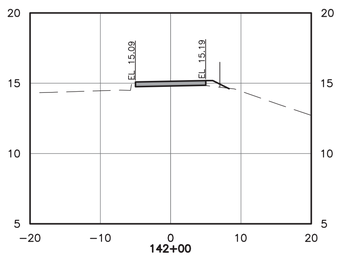
SCALE
HORIZONTAL: 1"=10'
VERTICAL: 1"=5'

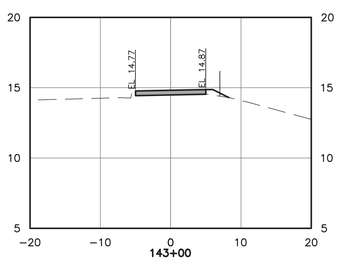
DRAWING NUMBER
C07

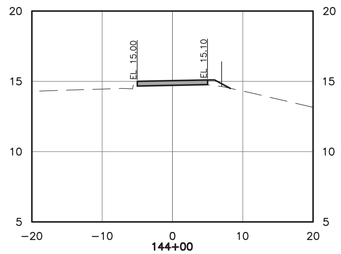
STATUS: ISSUED FOR BID
REVISION

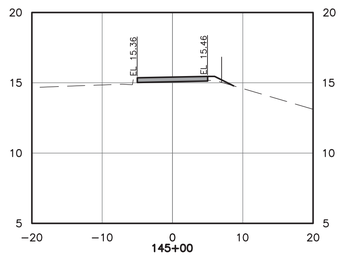


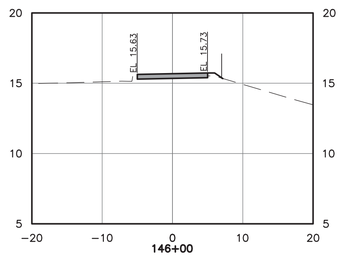


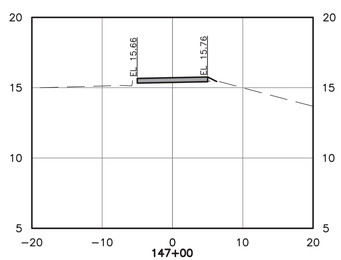


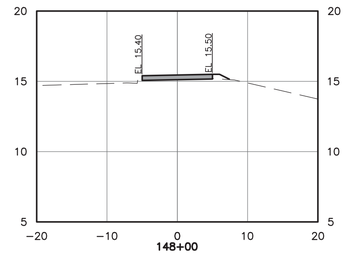


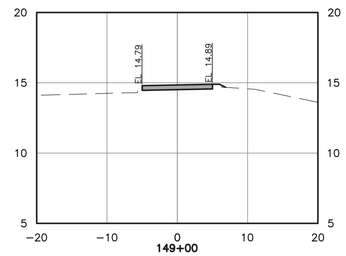


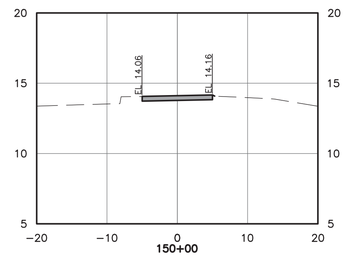


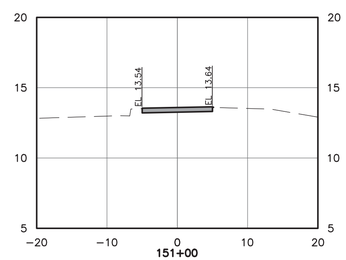


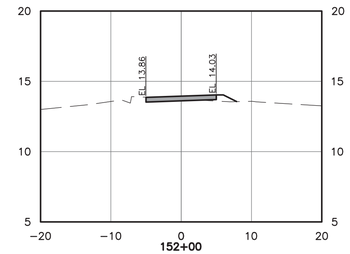


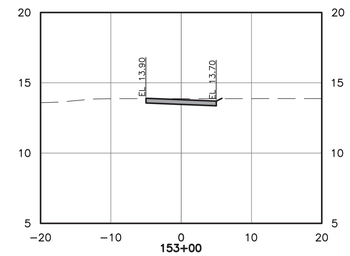












REV.NO.	DESCRIPTIONS	DATE

REVISIONS

SEAL

CURTIS R. BURKETT, P.E.
No. 41841

SEAL

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City Of Venice

CITY OF VENICE
EDMONDSON MULTI-USE TRAIL

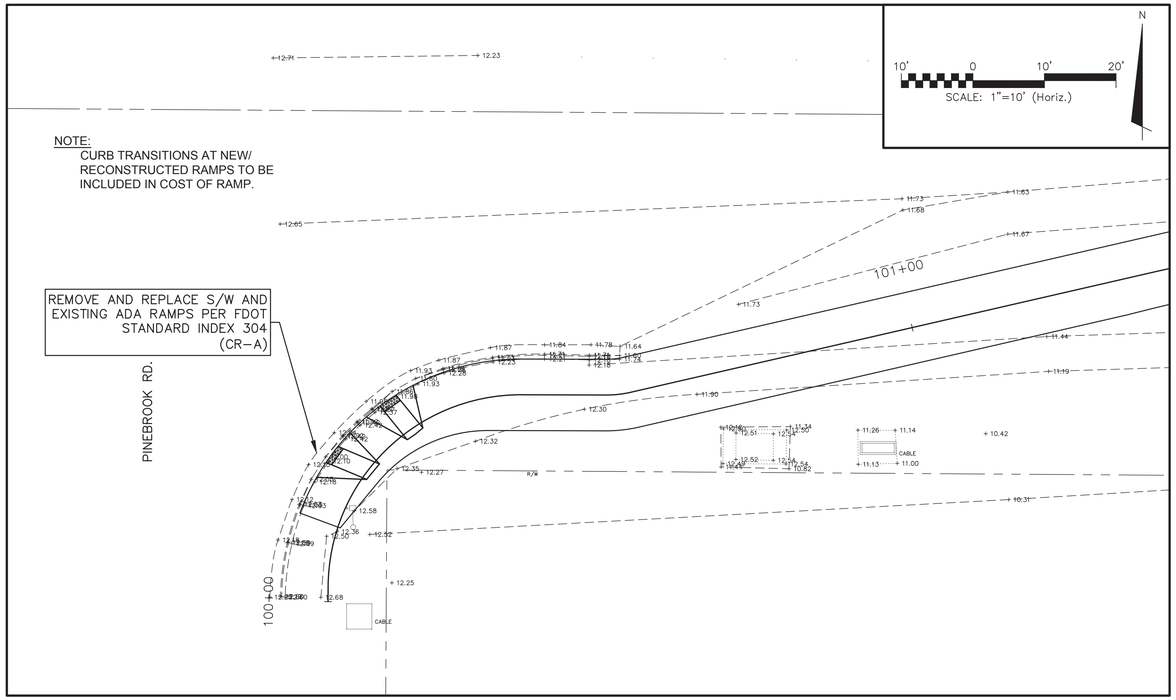
SECTIONS 3 OF 3

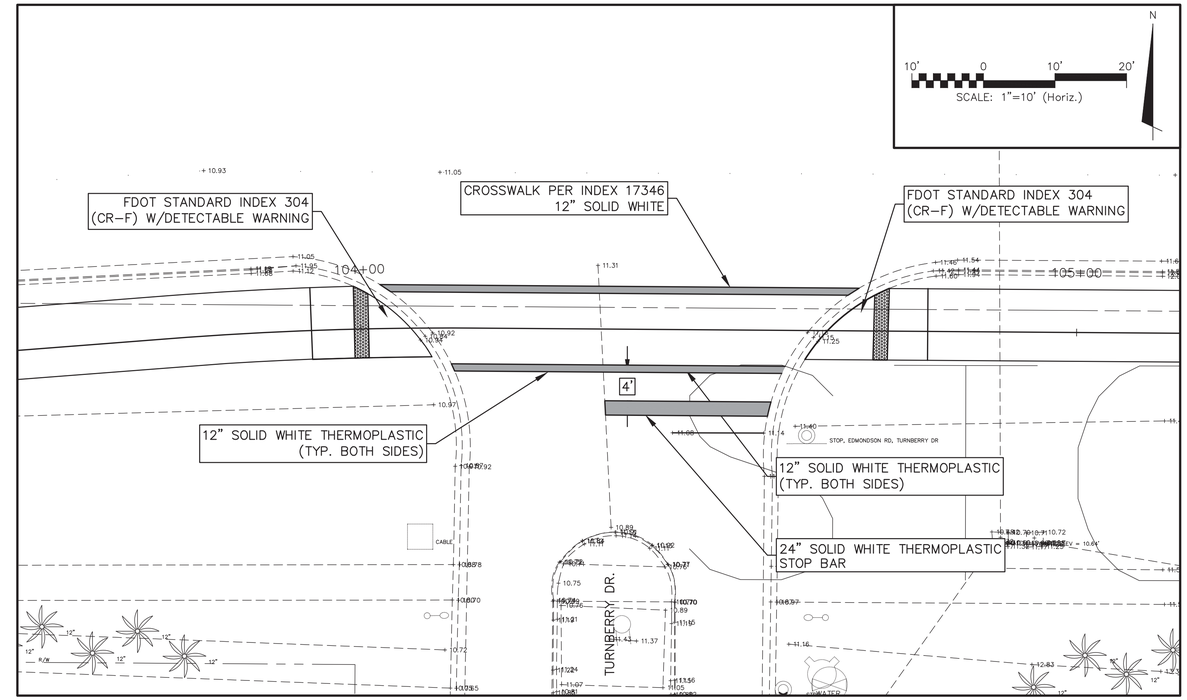
DATE:	MARCH 2017
MCE PROJ. #	5883-0008
DRAWN	QES
DESIGNED	CRB
CHECKED	JSL
PROJ. MGR.	PJL

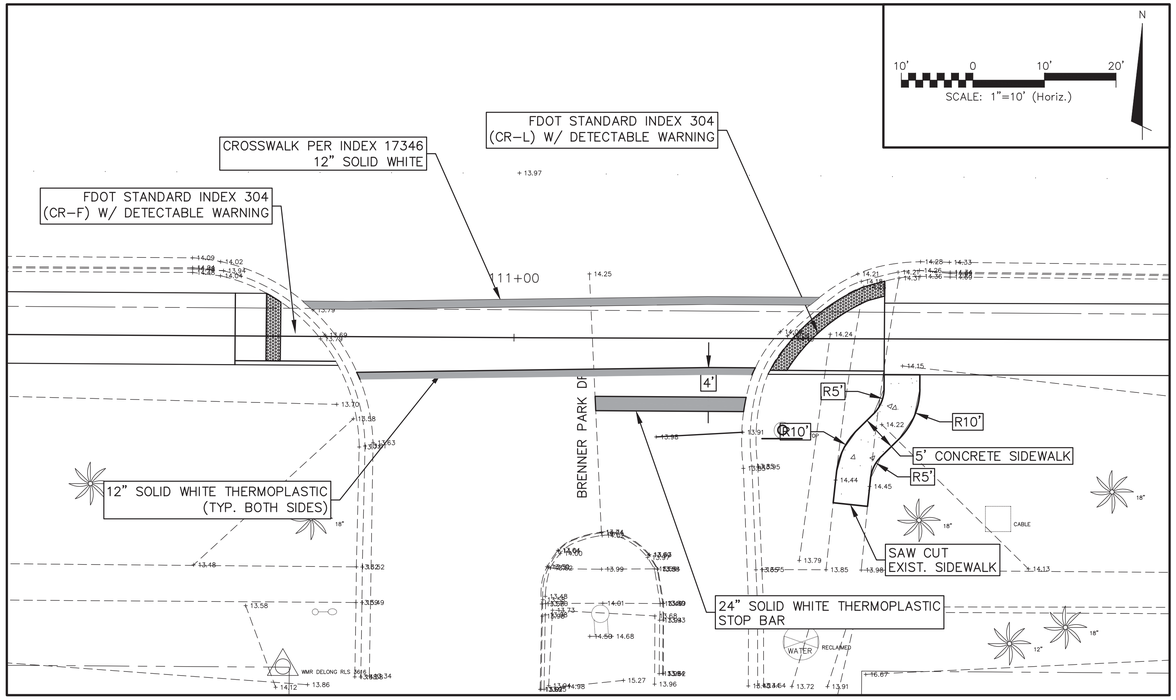
SCALE
HORIZONTAL: 1"=10'
VERTICAL: 1"=5'

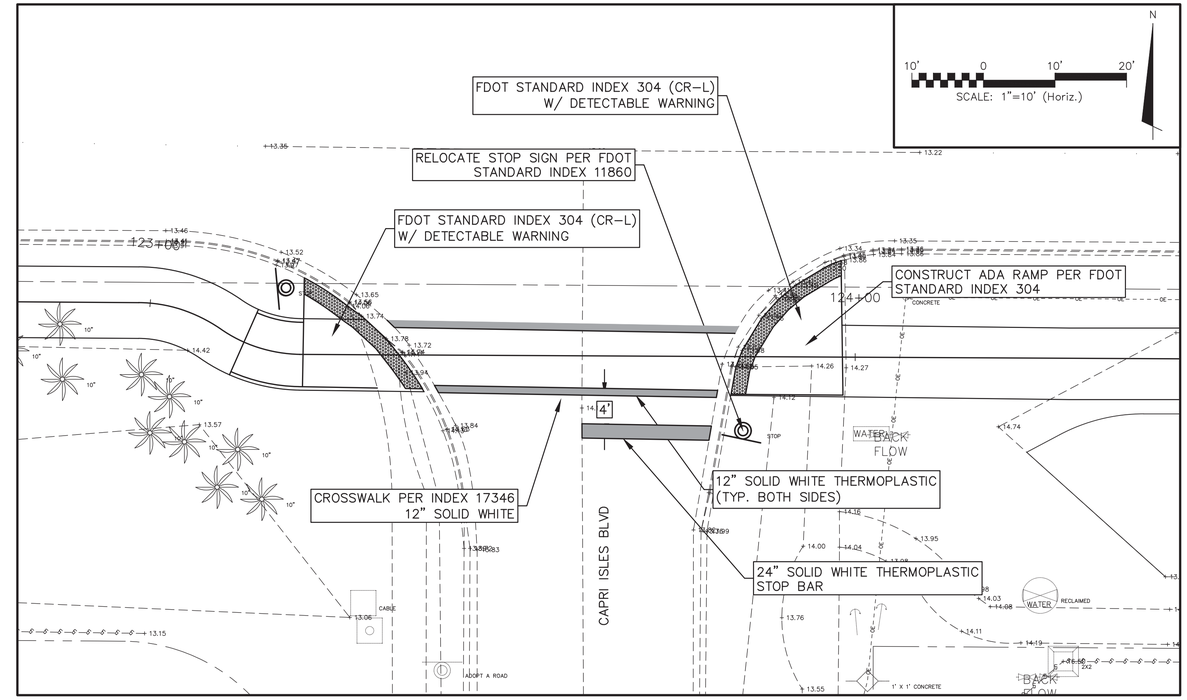
DRAWING NUMBER
C08

STATUS: ISSUED FOR BID
REVISION









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City Of Venice

CITY OF VENICE
EDMONDSON MULTI–USE TRAIL

INTERSECTION PLANS 1 OF 2

DATE:	MARCH 2017
MCE PROJ. #	5883–0008
DRAWN	QES
DESIGNED	CRB
CHECKED	JSL
PROJ. MGR.	PJL

SCALE
HORIZONTAL: 1" = 10'
VERTICAL: N/A

DRAWING NUMBER
C09

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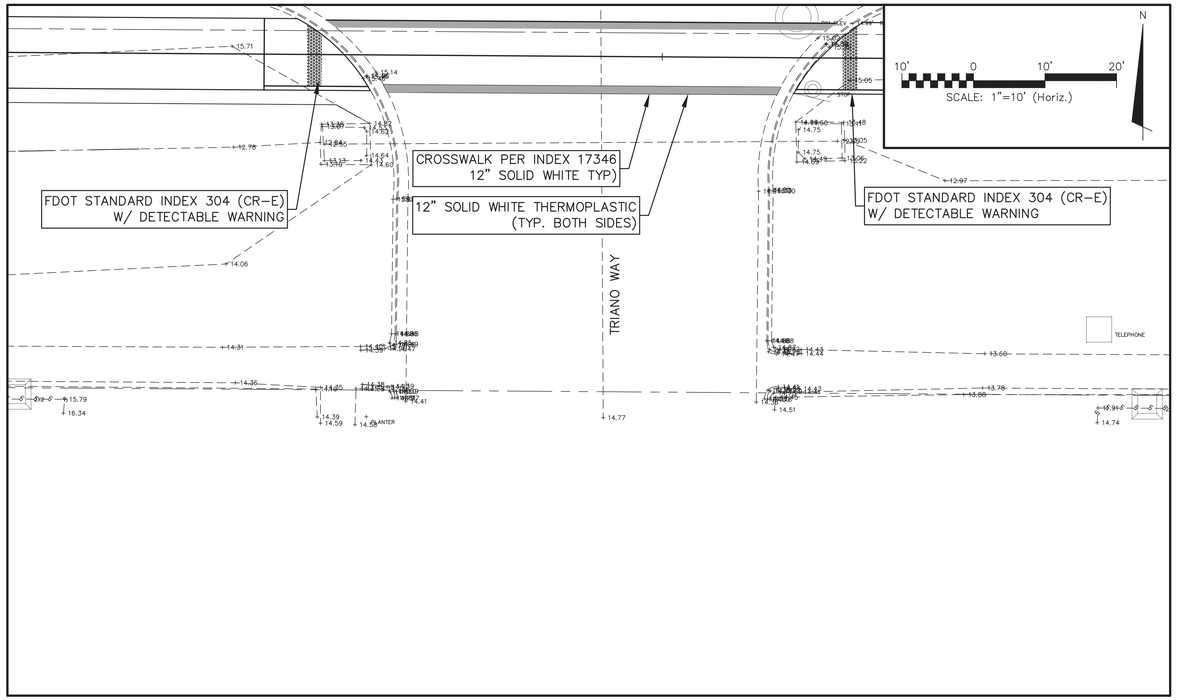

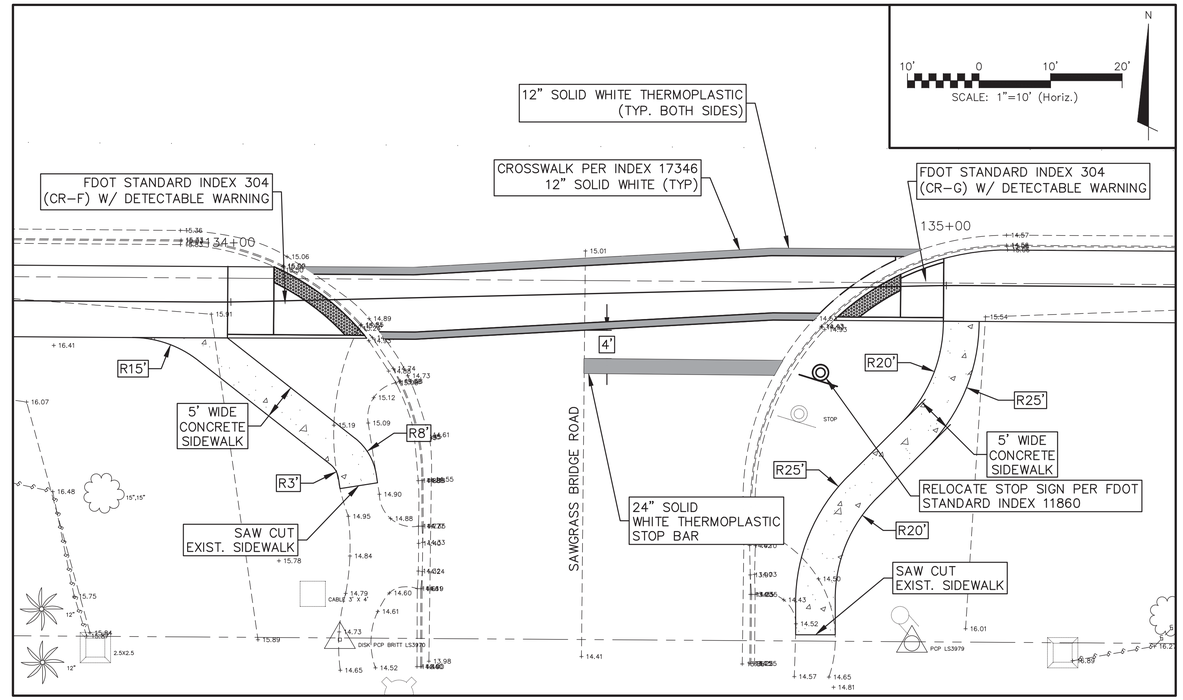

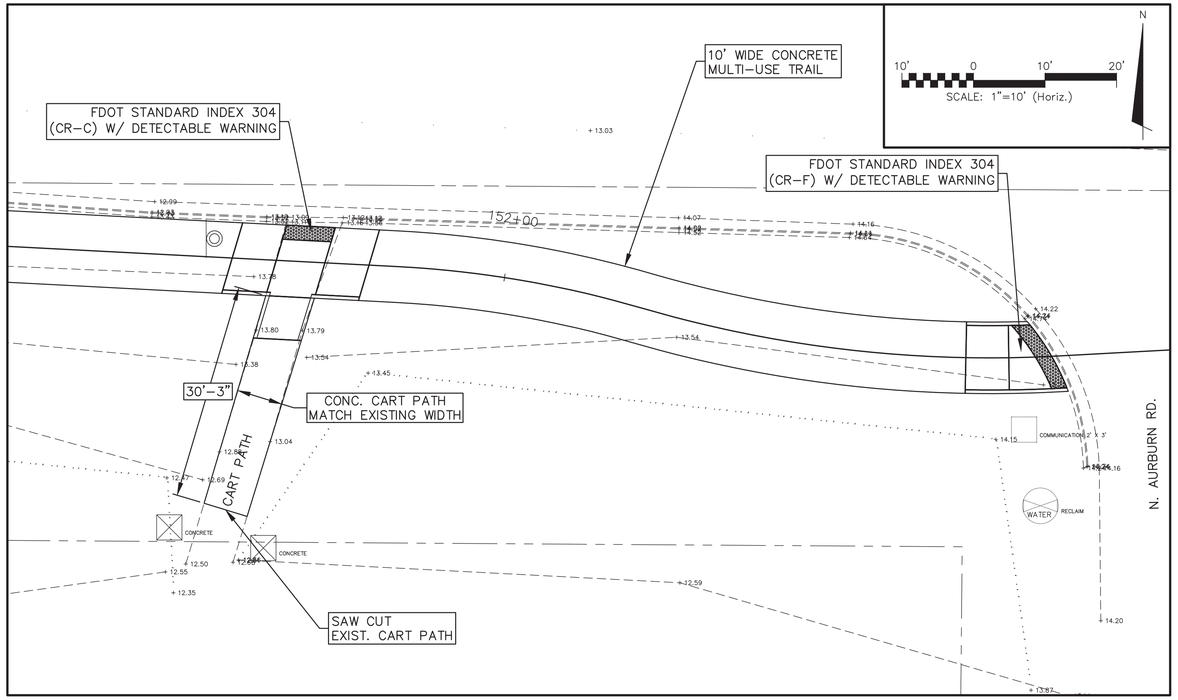

REV.NO.	DESCRIPTIONS	DATE

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City Of Venice

CITY OF VENICE
EDMONDSON MULTI–USE TRAIL

INTERSECTION PLANS 2 OF 2

DATE:	MARCH 2017
MCE PROJ. #	5883–0008
DRAWN	QES
DESIGNED	CRB
CHECKED	JSL
PROJ. MGR.	PJL

SCALE
HORIZONTAL: 1" = 10'
VERTICAL: N/A

DRAWING NUMBER
C10

STATUS: ISSUED FOR BID
REVISION

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1.) RECORD DRAWINGS SHALL BE IN THE SAME FORMAT AS THE APPROVED CONSTRUCTION DRAWINGS (PLAN AND PROFILE). THE RECORD DRAWINGS SHALL BE DEVELOPED, SIGNED, AND SEALED BY THE EOR. IN ORDER TO VERIFY CONFORMANCE WITH THE DESIGNED AND APPROVED CONSTRUCTION PLANS. THIS CERTIFIED INFORMATION SHALL BE PROVIDED TO THE EOR BY A PROFESSIONAL SURVEYOR & MAPPER (PSM) LICENSED IN THE STATE OF FLORIDA. FDEP CERTIFICATION OF COMPLETION WILL NOT BE SIGNED BY UTILITIES MANAGER UNTIL RECORD DRAWINGS ARE APPROVED.

2.) SPECIFICALLY, AS A MINIMUM, THE RECORD DRAWINGS SHALL CONSIST OF THE FOLLOWING:

a) ACCURATE DIMENSION SHALL BE PROVIDED FOR ALL IMPROVEMENTS TO BE TURNED OVER TO THE CITY UPON CONSTRUCTION COMPLETION. TYPICALLY, THIS INCLUDES PIPES, VALVES, MANHOLES, LIFT STATIONS, ROADWAYS, SIGNAGE, SIDEWALKS, SWALES, STORMWATER FACILITIES, ETC.

b) A MINIMUM OF TWO (2) SWING TIES SHALL BE PROVIDED FOR EACH VALVE, FITTING, AND OTHER UNDERGROUND APPURTENANCES AND SHOWN IN TABLE FORMAT. IF DISTANCE TO SWING TIE PT. (MANHOLE, CURB INLET, ETC.) IS MORE THAN 200', A BRASS DISC (SEE VALVE BOX DETAIL) MAY BE SET IN CURB WITH DESIGNATION "ST#." PROPOSED SWING TIE TABLE SHOULD BE INCLUDED WITH CONSTRUCTION PLANS.

c) TOP OF PIPE ELEVATIONS AND FINISH GRADE ELEVATIONS SHALL BE PROVIDED AT A MAXIMUM OF 100 FOOT INTERVALS.

d) EASEMENTS, RIGHT-OF-WAYS AND PROPERTY LINES SHALL BE CORRECTLY SHOWN AND CONSISTENT WITH ANY RECORDED PLATS. IF A BLANKET EASEMENT HAS BEEN GRANTED, PLACE APPROPRIATE NOTE ON EACH PERTINENT PLAN SHEET.

3.) RECORD DRAWING SUBMITTAL PROCEDURE:

a) SUBMIT THREE (3) COPIES TO THE CITY ENGINEER'S OFFICE AS PRELIMINARY RECORD DRAWING FOR REVIEW AND COMMENT BY CITY STAFF. FIELD VERIFICATION OF SAID IMPROVEMENTS WILL BE CONDUCTED AT THIS TIME. ALL SPARE PARTS SHALL BE DELIVERED TO THE CITY OF VENICE PRIOR TO RECORD DRAWING REVIEW.

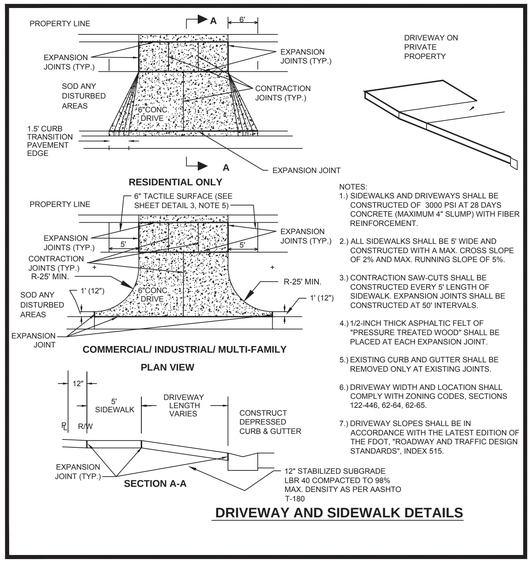
b) UPON INCORPORATING CITY COMMENTS, SUBMIT THREE (3) ORIGINAL SETS OF FINAL RECORD DRAWINGS (WITH EOR SIGNATURE AND SEAL) TO THE CITY ENGINEER'S OFFICE.

c) SUBMIT, IN AUTOCAD AND PDF FORMAT, ALL ELECTRONIC FILES NECESSARY TO PRINT/PLOT THE RECORD DRAWINGS. THIS SHALL BE PROVIDED ON CD-ROM.

d) THE EOR (ENGINEER OF RECORD) SHALL SUBMIT SWFWMD STORMWATER RECORD DRAWINGS AND "STATEMENT OF COMPLETION FORM AND REQUEST TO TRANSFER TO OPERATION ENTITY" FORM TO THE CITY.

e) A CERTIFICATE OF OCCUPANCY (C.O.) SHALL NOT BE GRANTED IF THE ABOVE RECORD DRAWING SUBMITTAL REQUIREMENTS HAVE NOT BEEN MET.

RECORD DRAWING REQUIREMENTS



NOTES:

1.) SIDEWALKS AND DRIVEWAYS SHALL BE CONSTRUCTED OF 3000 PSI AT 28 DAYS CONCRETE (MAXIMUM 4" SLUMP) WITH FIBER REINFORCEMENT.

2.) ALL SIDEWALKS SHALL BE 5' WIDE AND CONSTRUCTED WITH A MAX. CROSS-SLOPE OF 2% AND MAX. RUNNING SLOPE OF 5%.

3.) CONTRACTION SAW-CUTS SHALL BE CONSTRUCTED EVERY 5' LENGTH OF SIDEWALK. EXPANSION JOINTS SHALL BE CONSTRUCTED AT 50' INTERVALS.

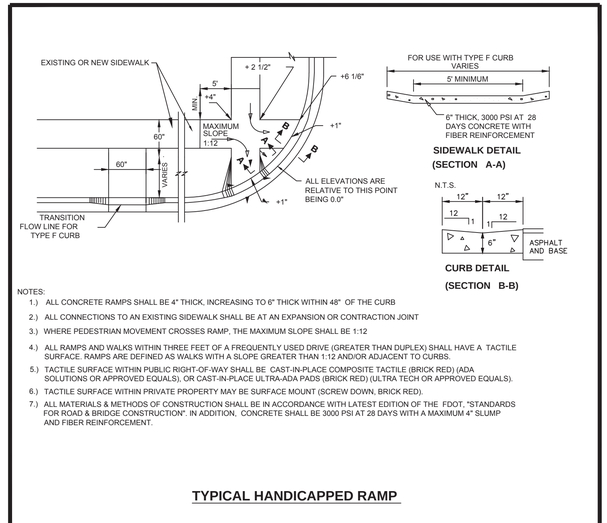
4.) 1/2-INCH THICK ASPHALTIC FELT OF "PRESSURE TREATED WOOD" SHALL BE PLACED AT EACH EXPANSION JOINT.

5.) EXISTING CURB AND GUTTER SHALL BE REMOVED ONLY AT EXISTING JOINTS.

6.) DRIVEWAY WIDTH AND LOCATION SHALL COMPLY WITH ZONING CODES, SECTIONS 122-446, 62-64, 62-65.

7.) DRIVEWAY SLOPES SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE FDOT, "ROADWAY AND TRAFFIC DESIGN STANDARDS", INDEX 515.

DRIVEWAY AND SIDEWALK DETAILS



NOTES:

1.) ALL CONCRETE RAMPS SHALL BE 4" THICK, INCREASING TO 6" THICK WITHIN 48" OF THE CURB

2.) ALL CONNECTIONS TO AN EXISTING SIDEWALK SHALL BE AT AN EXPANSION OR CONTRACTION JOINT

3.) WHERE PEDESTRIAN MOVEMENT CROSSES RAMP, THE MAXIMUM SLOPE SHALL BE 1:12

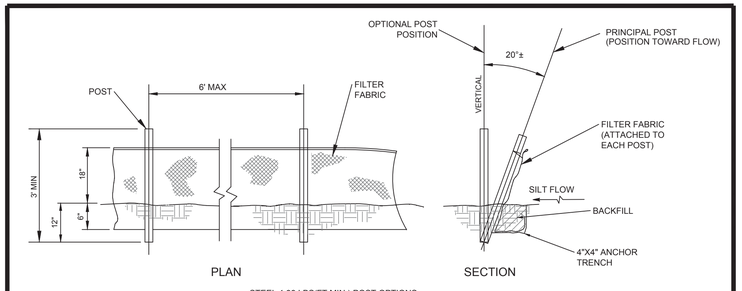
4.) ALL RAMPS AND WALKS WITHIN THREE FEET OF A FREQUENTLY USED DRIVE (GREATER THAN DUPLEX) SHALL HAVE A TACTILE SURFACE. RAMPS ARE DEFINED AS WALKS WITH A SLOPE GREATER THAN 1:12 AND/OR ADJACENT TO CURBS.

5.) TACTILE SURFACE WITHIN PUBLIC RIGHT-OF-WAY SHALL BE CAST-IN-PLACE COMPOSITE TACTILE (BRICK RED) (ADA SOLUTIONS OR APPROVED EQUALS), OR CAST-IN-PLACE ULTRA-ADA PADS (BRICK RED) (ULTRA TECH OR APPROVED EQUALS).

6.) TACTILE SURFACE WITHIN PRIVATE PROPERTY MAY BE SURFACE MOUNT (SCREW DOWN, BRICK RED).

7.) ALL MATERIALS & METHODS OF CONSTRUCTION SHALL BE IN ACCORDANCE WITH LATEST EDITION OF THE FDOT, "STANDARDS FOR ROAD & BRIDGE CONSTRUCTION". IN ADDITION, CONCRETE SHALL BE 3000 PSI AT 28 DAYS WITH A MAXIMUM 4" SLUMP AND FIBER REINFORCEMENT.

TYPICAL HANDICAPPED RAMP



SILT FENCE

(FDOT INDEX No. 102)

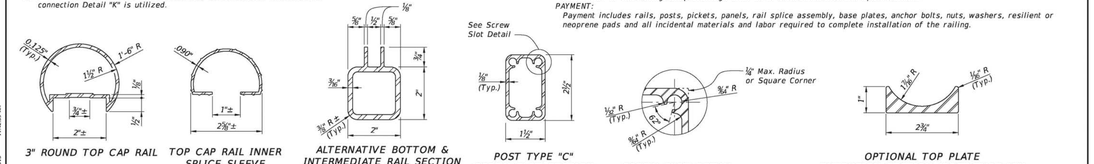
ALUMINUM PEDESTRIAN/BICYCLE RAILING		
STA 102+28 TO STA 102+69	42" HEIGHT	TYPE 1 PICKET INFILL

3D VIEW OF RAILING WITH TYPE 1 - PICKET INFILL PANEL
(42" Height shown, 48" Height Similar)

TABLE 1 - RAILING MEMBERS

MEMBER	ALLOY(1)	DESIGNATION	OUTSIDE DIMENSION	WALL THICKNESS
Posts (Type "A" & "B")	6061-T6	RT 2x2x.250	2.00" x 2.00"	0.250"
Posts (Type "C")	6061-T6	Extrusion 1½x2½x.125	1.50" x 2.50"	0.125"
Top Plate (Type "C")	6061-T6	Extrusion (See Details)	2⅜" x 7"	Varies
Top Rail	6061-T6	2½" NPS (Sch. 10)	2.875"	0.120"
		3" Round Top Cap Rail	3.000"	0.125"
End Hoops	6063-T5	2½" NPS (Sch. 10)	2.875"	0.120"
		3.00 OD x 0.125 Wall	3.000"	0.125"
Top Rail Joint/Splice Sleeves	6063-T5	2.50 OD x 0.125 Wall	2.500"	0.125"
		Top Cap Rail Inner Sleeve	2.800"	0.090"
Intermediate & Bottom Rail	6061-T6	RT 2x2x.250	2.00" x 2.00"	0.250"(2)
Int. & Bottom Rail Post Connection Sleeve	6063-T5	1.50 OD x 0.125 Wall(3)	1.500"	0.125"
Handrail Joint/Splice Sleeves	6063-T5	1" NPS (Sch. 40)	1.315"	0.133"
	6063-T5	1.50 OD x 0.125 Wall	1.500"	0.125"
Handrails	6061-T6	1½" NPS (Sch. 40)	1.900"	0.145"
Handrail Support Bar	6061-T6	⅜" Ø Round Bar	0.750"	N/A
Pickets (Type 1 Infill Panel)	6061-T6	⅜" Ø Round Bar	0.750"	N/A
Infill Panel Members (Types 2 - 5)	6063-T5	Varies (See Details)	Varies	Varies

TABLE 1 NOTES:
(1) Alloy 6061-T6 or 6063-T52 & T6 may be substituted for Alloy 6063-T5.
(2) 0.188" wall thickness permitted for rails with post spacings less than 5'-9".
(3) 1" NPS (Sch. 40) non-slit rail sleeves may be substituted when welded connection Detail "K" is utilized.



NOTES:

DESIGN LOADS, GEOMETRY AND APPLICABILITY:
See the Instructions for Design Standards for the design loads, geometry and applicability requirements.

GENERAL:
Adequate foundation support shall be provided for anchorage and stability against overturning (See Sheet 8). See Index No. 861 for special requirements and modifications for use on bridges. The railing shown on these drawings requires a handrail for ramps steeper than a 5% grade to conform with the requirements of the Americans with Disabilities Act (ADA).

RAILS, PANELS AND POSTS:
Structural Extrusions, Tube, Pipe and Bar shall be in accordance with Table 1 and ASTM B221 or ASTM B429. Top, bottom and intermediate rail corner bends with maximum 4-0" post spacing, may be Alloy 6063-T6. Perforated panels (Type 5) shall be Alloy 3003-H14. Posts shall be fabricated and installed plumb, ± 1" tolerance when measured at 3'-6" above the foundation. Pickets and vertical panel elements shall be fabricated parallel to the posts, except that Type 2, 3 & 5 panel infills may be fabricated parallel to the longitudinal grade. Corners and changes in tangential longitudinal alignment shall be made continuous with a 9" bend radius or terminate at adjoining sections with mitered end sections when handrails are not required. For changes in tangential longitudinal alignment greater than 45°, posts shall be positioned at a maximum distance of 2'-0" each side of the corner and shall not be located at the corner apex. For curved longitudinal alignments the top and bottom rails and handrails shall be shop bent to match the alignment radius.

BASE PLATES AND RAIL CAPS:
Base Plates and Post Cap plates shall be in accordance with ASTM B209, Alloy 6061-T6.

SHIM PLATES:
Shim Plates shall be aluminum in accordance with ASTM B209, Alloy 6061 or 6063. Shim plates shall be used for foundation height adjustments greater than ¼" between 3 posts and localized irregularities greater than ⅛" beneath base plates. Field trim shim plates when necessary to match the contours of the foundation. Beveled shim plates may be used in lieu of trimmed flat shim plates shown. Stacked shim plates must be bonded together with adhesive bonding material and limited to a maximum total thickness of ½", unless longer anchor bolts are provided for the exposed thread length.

ANCHOR BOLTS:
Anchor bolts shall be in accordance with ASTM F1554 (Grade 36 for ⅜" Ø and Grade 55 for ¾" Ø 4-Bolt Anchorage). Headless anchor bolts for Adhesive Anchors shall be threaded full length. Cutting of reinforcing steel is permitted for drilled hole installation. Expansion Anchors are not permitted. All anchor bolts shall have single self-locking hex nuts. Tack welding of the nut to the anchor bolt may be used in lieu of self-locking nuts. All nuts shall be in accordance with ASTM A563 or ASTM A194. Flat Washers shall be in accordance with ASTM F436 and Plate Washers (for long slotted holes only), shall be in accordance with ASTM A36 or ASTM A709 Grade 36. After the nuts have been snug tightened, distort the anchor bolt threads to prevent removal of the nuts. Distorted threads and tack welds shall be coated with a galvanizing compound in accordance with the Specifications.

RESILIENT AND NEOPRENE PADS:
Resilient and Neoprene pads shall be in accordance with Specification Section 932 except that testing of the finished pads shall not be required. Neoprene pads shall be durometer hardness 60 to 80.

JOINTS:
Grind welded joints as necessary to remove burs and weld splatter, additionally remove any sharp edges on rails to prevent injury. Grind all plug welds smooth. Expansion joints shall be spaced at a maximum 40'-0". Field splices similar to the expansion joint detail may be approved by the Engineer to facilitate handling, but top rail must be continuous across a minimum of two posts. For intermediate and bottom horizontal rails the screwed joints shown on Sheet 4 may be substituted with alternate joints shown on Sheet 3 Detail "K" for Post Type "A" & "B".

WELDING:
All welding shall be in accordance with the American Welding Society Structural Welding Code (Aluminum) ANSI/AWS D1.2 (current edition). Filler metal shall be either ER5183, ER5356 or ER5556. Nondestructive testing of welds is not required. Filler metal for plug welds and bend splices may be ER4043.

COATINGS:
The aluminum railing shall be mill finish unless otherwise noted in the Contract Documents. All nuts, bolts and washers shall be galvanized in accordance with Specification Section 962.

SHOP DRAWINGS:
Details addressing project specific geometry (line & grade) showing post and expansion joint locations, post and panel type, anchor bolt installation "Case" or lengths, must be submitted by the Contractor for the Engineer's approval prior to fabrication of the railing. Shop drawings shall be in accordance with the Specifications.

PAYMENT:
Payment includes rails, posts, pickets, panels, rail splice assembly, base plates, anchor bolts, nuts, washers, resilient or neoprene pads and all incidental materials and labor required to complete installation of the railing.

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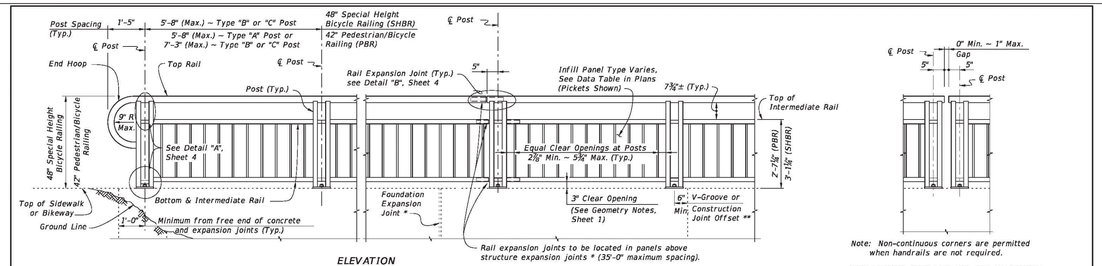
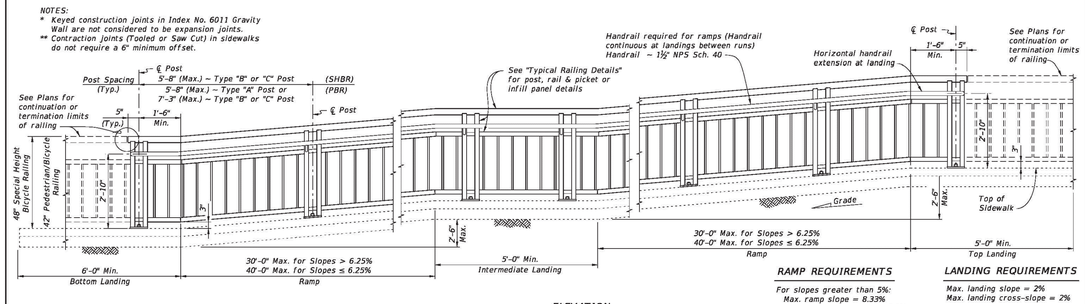


NOTES:
* Keyed construction joints in Index No. 6011 Gravity Wall are not considered to be expansion joints.
** Contraction joints (Tooled or Saw Cut) in sidewalks do not require a 6" minimum offset.



LAST REVISION	REVISION	DESCRIPTION:	FDOT FY 2016-17 DESIGN STANDARDS	ALUMINUM PEDESTRIAN/BICYCLE RAILING	INDEX NO.	SHEET NO.
07/01/15					862	2 of 9

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REV.NO.	DESCRIPTIONS	DATE
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CITY OF VENICE
EDMONDSON MULTI-USE TRAIL

DETAILS 1 OF 4

DATE:	MARCH 2017
MCE PROJ. #	5883-0008
DRAWN	QES
DESIGNED	CRB
CHECKED	JSL
PROJ. MGR.	PJL

SCALE
HORIZONTAL:
VERTICAL:

DRAWING NUMBER
C11

STATUS: ISSUED FOR BID
REVISION

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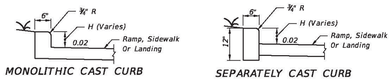
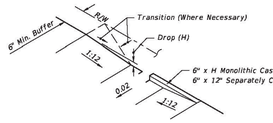


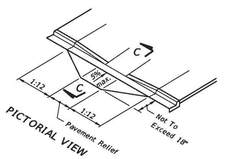
MONOLITHIC CAST CURB — SEPARATELY CAST CURB

SIDEWALK CURB OPTIONS

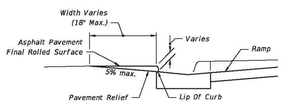


Construct Sidewalk Curb In Cut Sections.

SIDEWALK CURB



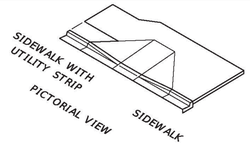
PICTORIAL VIEW



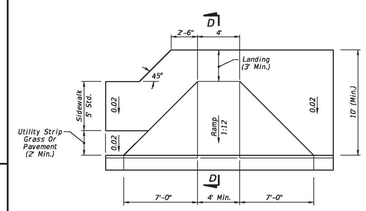
Note: Remove Elevated Pavement By Spading And Rolling; Smooth Milling; or Grinding

SECTION C-C

PAVEMENT RELIEF AT LIP OF CURB



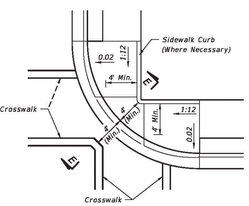
PICTORIAL VIEW



SIDEWALK WITH UTILITY STRIP — SIDEWALK

PLAN VIEW

CR-K

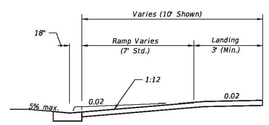


PLAN VIEW

CR-L

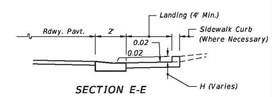
Note: Crosswalk Width and Configuration Vary; Must Conform to Index No. 17344 and 17346.

15' Radius Curve Shown for CR-L.



SECTION D-D

SECTION THROUGH RAMP AND LANDING (RESTRICTED CONDITIONS)

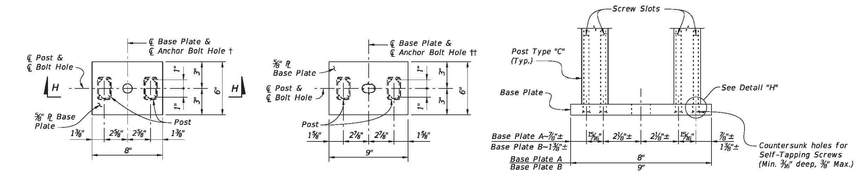


SECTION E-E

SECTION THROUGH LANDING (RESTRICTED CONDITIONS)

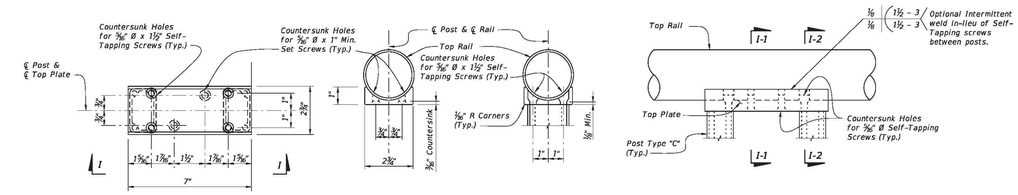
SIDEWALK CURB RAMPS WHERE RAMP AND LANDING DEPTHS ARE RESTRICTED

LAST REVISION	REVISION	DESCRIPTION:	FDOT 2015 DESIGN STANDARDS	DETECTABLE WARNINGS AND SIDEWALK CURB RAMPS	INDEX NO.	SHEET NO.
07/01/13					304	4 of 7



BASE PLATE A — BASE PLATE B — SECTION H-H (Screws Not Shown for Clarity)

BASE PLATE DETAILS FOR TYPE "C" POST



PLAN — SECTION "I-I" — SECTION "I-2" — VIEW "I"

TOP PLATE DETAILS FOR TYPE "C" POST (Screws Not Shown For Clarity)

† See Sheet 4 for Notes.
†† See Sheet 4 for Notes.
††† Length varies for beveled posts on grades. Holes must be drilled plumb to align with screw slot.

LAST REVISION	REVISION	DESCRIPTION:	FDOT FY 2016-17 DESIGN STANDARDS	ALUMINUM PEDESTRIAN/BICYCLE RAILING	INDEX NO.	SHEET NO.
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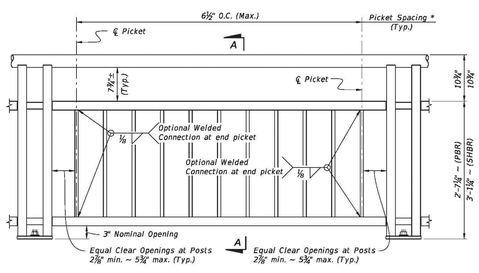
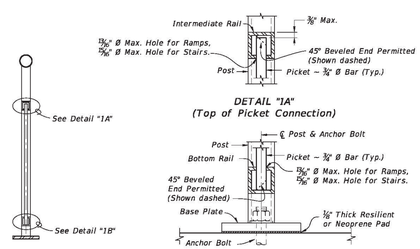


TYPE 1 - PICKET INFILL PANEL

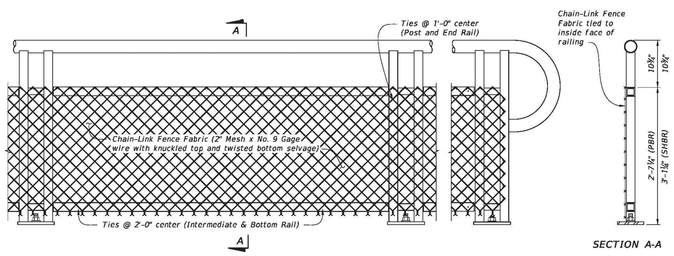
PICKET NOTES:
* Picket Spacing of 6 1/2" centers is based on a 3/4" Ø Bar for standard applications. When shown in the Contract Plans a 4 1/2" picket spacing may be required. If an alternate design is used, maintain a maximum clear opening of 5 7/8" for standard installations and 3 3/8" for special conditions.



SECTION A-A

DETAIL "1A" (Top of Picket Connection)

DETAIL "1B" (Bottom of Picket Connection)



TYPE 2 - CHAIN-LINK (Continuous Infill Panel)

SECTION A-A

NOTES:
1. See Plans for Infill Panel option required.

TABLE 2 - CHAIN-LINK PANEL COMPONENT MATERIALS

COMPONENT	ASTM	COMPONENT INFORMATION
Chain-Link Fence Fabric (2" mesh with twisted bottom and knuckled top selvage)	A 392	Zinc-Coated Steel – No. 9 gage (coated wire diameter), Class 2 Coating
	A 491	Aluminum-Coated Steel – No. 9 gage (coated wire diameter)
	F 668	Polyvinyl Chloride (PVC) Coated Steel – No. 9 gage Zinc-Coated Wire (metallic-coated core wire diameter) – See Plans for specified color of PVC.
Tie Wires	F 626	Zinc-Coated Steel Wire – No. 9 gage with coating to match Chain-Link Fence Fabric.
Tension Bars	F 626	3/16" (min. thickness) x 3/4" (min. width) x 2'-3" (min. height) Steel Bars
Miscellaneous Fence Components	F 626	Zinc-Coated Steel

CHAIN-LINK PANEL NOTE:
Chain-Link Fence Fabric shall be continuous along limits of railing. Splicing of Chain-Link panels using Tension Bars at 20'-0" minimum increments is permitted.

LAST REVISION	REVISION	DESCRIPTION:	FDOT FY 2016-17 DESIGN STANDARDS	ALUMINUM PEDESTRIAN/BICYCLE RAILING	INDEX NO.	SHEET NO.
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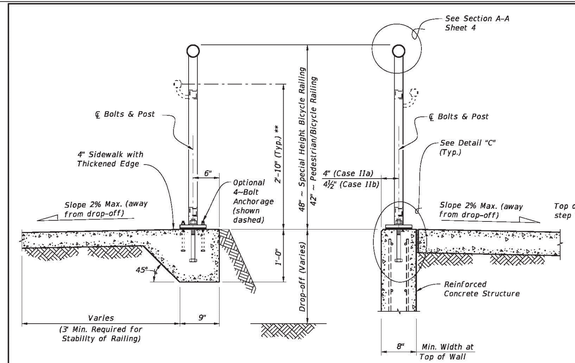
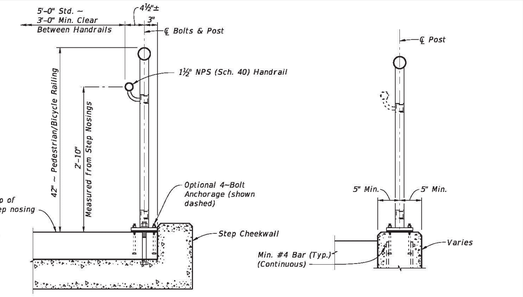


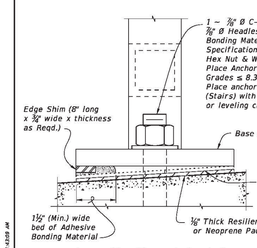
TYPICAL SECTION ON CONCRETE SIDEWALK (Case I)

TYPICAL SECTION ON RETAINING WALL (Case II)

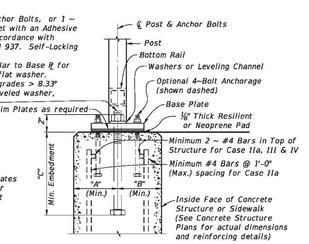


TYPICAL SECTION ON STEPS & STAIRS (Case III)

TYPICAL SECTION FOR 4-BOLT ANCHORAGE (Case IV)



DETAIL "D" (OPTIONAL SHIMMING DETAIL FOR CROSS SLOPE CORRECTION) (Used in lieu of Beveled Shim Plates)



DETAIL "C" (Cast-In-Place Anchor Bolts shown, Adhesive Anchors similar)

ANCHOR BOLT TABLE

CASE	STRUCTURE TYPE	DIMENSIONS "A" Edge Dist.	"B" Edge Dist.	"C" Embedment	ANCHOR LENGTH C.I.P. Hex Head Bolt	Adhesive Anchor	ANCHOR SIZE
I	Unreinforced Concrete	6"	1'-2"	9"	10 1/2"	11"	3/4" Ø
IIa	Reinforced Concrete	4"	4"	9"	10 1/2"	11"	3/4" Ø
IIb	Gravity Wall Index No. 6011	4 1/2"	3 1/2" @ top	1'-0" *	1'-1 1/2"	1'-2"	3/4" Ø
III	Step Cheekwall	4 1/2"	4 1/2"	9"	10 1/2"	11"	3/4" Ø
IV	Varies	5"	5"	5"	6 1/2"	7"	7/8" Ø

* Embedment length "C" may be reduced to 9" for the 42" height railings for Case IIb, when the post spacing does not exceed 5'-0".

** When required; measured from top of sidewalk (Typ.)

LAST REVISION	REVISION	DESCRIPTION:	FDOT FY 2016-17 DESIGN STANDARDS	ALUMINUM PEDESTRIAN/BICYCLE RAILING	INDEX NO.	SHEET NO.
07/01/15					862	9 of 9

REV.NO.	DESCRIPTIONS	DATE
	REVISIONS	

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No. 41841

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CITY OF VENICE
EDMONDSON MULTI-USE TRAIL

DETAILS 2 OF 4

DATE:	MARCH 2017
MCE PROJ. #	5883-0008
DRAWN	QES
DESIGNED	CRB
CHECKED	JSL
PROJ. MGR.	PJL

SCALE
HORIZONTAL:
VERTICAL:

DRAWING NUMBER C12

STATUS: ISSUED FOR BID
REVISION

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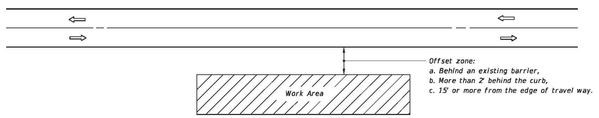

GENERAL NOTES

1. If the work operation (excluding establishing and terminating the work area) requires that two or more work vehicles cross the offset zone in any one hour, traffic control will be in conformance with Index No. 602.
2. No special signing is required.
3. When a side road intersects the highway within the work area, additional TTC devices shall be placed in accordance with other applicable TCZ Indexes.
4. When construction activities encroach on a sidewalk refer to Index No. 660.
5. For general TCZ requirements and additional information, refer to Index No. 600.

SYMBOLS

- Work Area
- Lane Identification + Direction of Traffic

CONDITIONS

WHERE ANY VEHICLE, EQUIPMENT, WORKERS AND THEIR ACTIVITIES ARE BEHIND AN EXISTING BARRIER, MORE THAN 2' BEHIND THE CURB, OR 15' OR MORE FROM THE EDGE OF TRAVEL WAY.

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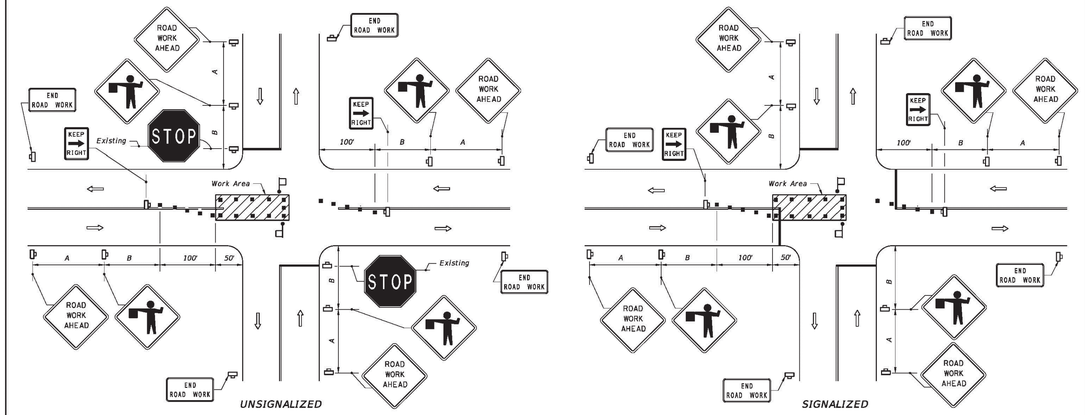
LAST REVISION	REVISION	DESCRIPTION:	FDOT 2016 DESIGN STANDARDS	TWO-LANE, TWO-WAY, WORK OUTSIDE SHOULDER	INDEX NO.	SHEET NO.
07/01/05					601	1 of 1



SYMBOLS

- Work Area
- Channelizing Device (See Index No. 600)
- Work Zone Sign
- Flagger
- Stop Bar
- Lane Identification + Direction of Traffic

GENERAL NOTES

1. The FLAGGER legend sign may be substituted for the symbol sign.
2. When vehicles in a parking zone block the line of sight to TCZ signs, the signs shall be post mounted and located in accordance with Index No. 17302.
3. If the work space extends across a crosswalk, the crosswalk should be closed using the information in Index No. 660.
4. Flaggers shall be located where they can control more than one direction of traffic.

   Flaggers shall be in sight of each other or in direct communication at all times.
5. Maximum spacing between channelizing devices shall be not greater than 20'.
6. Temporary signal phasing modifications are to be approved by the District Traffic Operations Engineer prior to the beginning of work.
7. For general TCZ requirements and additional information, refer to Index No. 600.
8. For unsignalized intersections, use Temporary Raised Rumble Strips in accordance with Index 603. Placement of Rumble Strips and additional signs should begin at FLAGGER sign location.

DURATION NOTES

1. ROAD WORK AHEAD AND END ROAD WORK sign may be omitted if all of the following conditions are met:
   a. Work operations are 60 minutes or less.
   b. Speed is 45 mph or less.
   c. No sight obstructions to vehicles approaching the work area for a distance equal to A plus B.
   d. Vehicles in the work area have high-intensity, rotating, flashing, oscillating, or strobe lights operating.
   e. Volume and complexity of the roadway has been considered.

DISTANCE BETWEEN SIGNS

Speed	Spacing (ft.)	
	A	B
40 mph or less	200	200
45 mph	350	350

CONDITIONS

WHERE ANY VEHICLE, EQUIPMENT, WORKERS OR THEIR ACTIVITIES ENCROACH ON THE PAVEMENT REQUIRING THE CLOSURE OF A PORTION OF ONE OR MORE TRAFFIC LANES IN AN INTERSECTION.

6/16/2015 10:40:01 AM

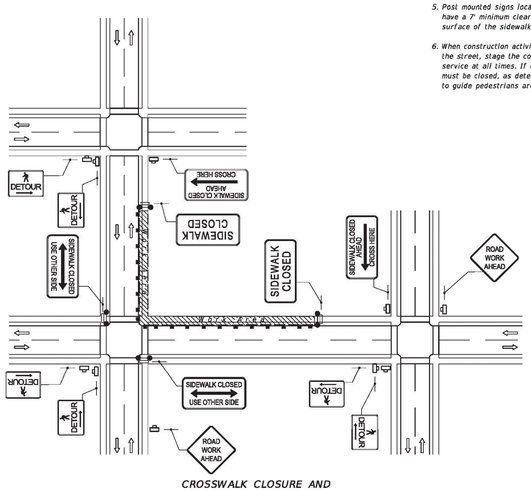
LAST REVISION	REVISION	DESCRIPTION:	FDOT 2016 DESIGN STANDARDS	TWO-LANE, TWO-WAY, WORK IN INTERSECTION	INDEX NO.	SHEET NO.
07/01/15					604	1 of 1

SYMBOLS

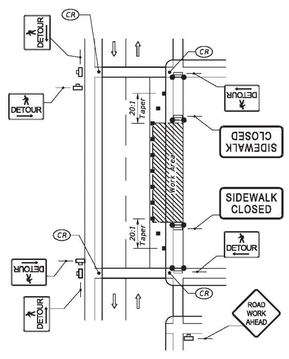
- Work Area
- Channelizing Device (See Index No. 600)
- Work Zone Sign
- Required Locations For Either Temporary Or Permanent Curb Ramps.
- Lane Identification + Direction of Traffic
- Pedestrian Longitudinal Channelizing Device (LCD) with Mounted Work Zone Sign
- Pedestrian Longitudinal Channelizing Device (LCD)

GENERAL NOTES

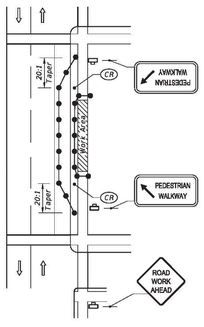
1. Route pedestrian traffic around work areas when construction activities encroach on the sidewalk for more than 60 minutes using the devices and remedies shown on this Index. Use project specific designs for scenarios not included on this Index.
2. For spacing of traffic control devices and general TCZ requirements refer to Index 600. The maximum spacing between barricades, vertical panels, drums or tubular markers is 25'.
3. Use delineators on longitudinal channelizing devices separating the work area from vehicular traffic.
4. Cover or deactivate pedestrian traffic signal display(s) controlling closed crosswalks.
5. Post mounted signs located near or adjacent to a sidewalk must have a 7' minimum clearance from the bottom of sign to the surface of the sidewalk.
6. When construction activities involve sidewalks on both sides of the street, stage the construction so that one sidewalk is in service at all times. If this is not feasible and both sidewalks must be closed, as determined by the Engineer, provide a detour to guide pedestrians around the construction zone.
7. Provide a 5' wide temporary walkway, except where space restrictions warrant a minimum width of 4'. Provide a 5' x 5' passing space for temporary walkways less than 5' in width at intervals not to exceed 200'.
8. Provide a cross-slope with a maximum value of 0.02 for all temporary walkways.
9. Temporary walkway surfaces and ramps must be stable, firm, slip resistant, and kept free of any obstructions and hazards such as holes, debris, mud, construction equipment and stored materials.
10. Remove temporary walkways immediately after reopening of the sidewalk, unless otherwise noted in the plans.
11. Meet the requirements of Index 304 for temporary curb ramps.
12. Place pedestrian longitudinal channelizing device(s) across the full width of the closed sidewalk. For temporary walkways, similar to the Sidewalk Diversion, place LCD's to delineate both sides of the temporary walkway.



CROSSWALK CLOSURE AND PESESTRIAN DETOUR



SIDEWALK DETOUR



SIDEWALK DIVERSION

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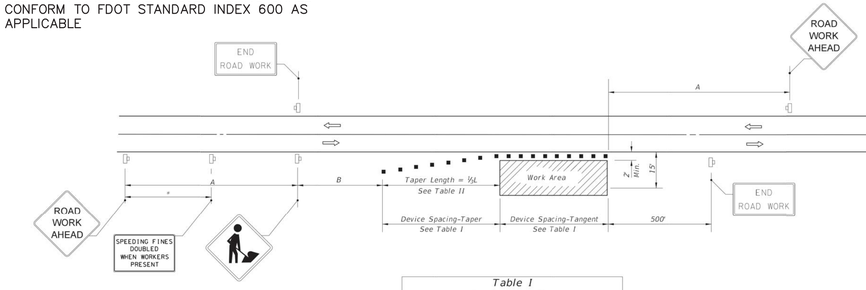
LAST REVISION	REVISION	DESCRIPTION:	FDOT 2016 DESIGN STANDARDS	PEDESTRIAN CONTROL FOR CLOSURE OF SIDEWALKS	INDEX NO.	SHEET NO.
07/01/15					660	1 of 1

NOTE:
ALL WORK WITHIN THE PROJECT LIMITS SHALL CONFORM TO FDOT STANDARD INDEX 600 AS APPLICABLE



DISTANCE BETWEEN SIGNS

Speed	Spacing (ft.)	
	A	B
40 mph or less	200	200
45 mph	350	350
50 mph or greater	500	500

*Midway between signs.

Table I
Device Spacing

Speed (mph)	Max. Distance Between Devices (ft.)			
	Cones or Tubular Markers		Type I or Type II Barricades or Vertical Panels or Drums	
	Taper	Tangent	Taper	Tangent
25	25	50	25	50
30 to 45	25	50	30	50
50 to 70	25	50	50	100

Table II
Taper Length - Shoulder

Speed (mph)	½L (ft)			Notes
	8' Shldr.	10' Shldr.	12' Shldr.	
25	28	35	42	$L = \frac{WS^2}{60}$
30	40	50	60	
35	55	68	82	
40	72	90	107	
45	120	150	180	L=WS
50	133	167	200	
55	147	183	220	
60	160	200	240	
65	173	217	260	
70	187	233	280	

8' minimum shoulder width

½L = Length of shoulder taper in feet

W = Width of total shoulder in feet (combined paved and unpaved width)

S = Posted speed limit (mph)

SYMBOLS

- Work Area
- Channelizing Device (See Index No. 600)
- Work Zone Sign
- Lane Identification + Direction of Traffic

GENERAL NOTES

1. When four or more work vehicles enter the through traffic lanes in a one hour period or less (excluding establishing and terminating the work area), the advanced FLAGGER sign shall be substituted for the WORKERS sign. For location of flaggers and FLAGGER signs, see Index No. 603.
2. SHOULDER WORK sign may be used as an alternate to the WORKER symbol sign only on the side where the shoulder work is being performed.
3. When a side road intersects the highway within the TTC zone, additional TTC devices shall be placed in accordance with other applicable TCZ Indexes.
4. For general TCZ requirements and additional information, refer to Index No. 600.

DURATION NOTES

1. Signs and channelizing devices may be omitted if all of the following conditions are met:
   a. Work operations are 60 minutes or less.
   b. Vehicles in the work area have high-intensity, rotating, flashing, oscillating, or strobe lights operating.

CONDITIONS

WHERE ANY VEHICLE, EQUIPMENT, WORKERS OR THEIR ACTIVITIES ENCROACH THE AREA CLOSER THAN 15' BUT NOT CLOSER THAN 2' TO THE EDGE OF TRAVEL WAY.

6/16/2015 10:40:36 AM

LAST REVISION	REVISION	DESCRIPTION:	FDOT 2016 DESIGN STANDARDS	TWO-LANE, TWO-WAY, WORK ON SHOULDER	INDEX NO.	SHEET NO.
07/01/15					602	1 of 1

REV.NO.	DESCRIPTIONS	DATE
	REVISIONS	

SEAL

CURTIS R. BURKETT, P.E.
No. 41841

SEAL

McKIM&CREED
378 Interstate Court
Sarasota, Florida 34240
Phone: (941)379-3404, Fax: (941)379-3530
EB0006691
www.mckimcreed.com

City Of Venice

CITY OF VENICE
EDMONDSON MULTI-USE TRAIL

DETAILS 3 OF 4

DATE:	MARCH 2017
MCE PROJ. #	5883-0008
DRAWN	QES
DESIGNED	CRB
CHECKED	JSL
PROJ. MGR.	PJL

SCALE
HORIZONTAL:
VERTICAL:

DRAWING NUMBER C13

STATUS: ISSUED FOR BID
REVISION

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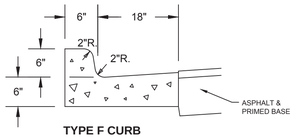
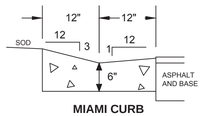


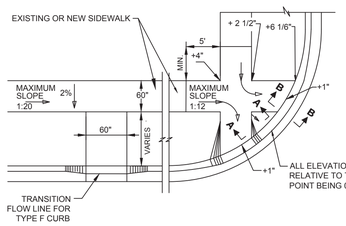
TYPE F CURB

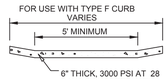


MIAMI CURB

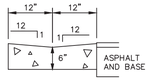
1.) ALL STREETS SHALL HAVE A TWO-FOOT WIDE CONCRETE (3000 PSI AT 28 DAYS WITH FIBER REINFORCEMENT) CURB AND GUTTER, AND MEET OR EXCEED FDOT SPECIFICATIONS UNLESS OTHERWISE APPROVED BY THE CITY ENGINEER.

CURB DETAIL
N.T.S.





(SECTION A-A)
N.T.S.



(SECTION B-B)
N.T.S.

1.) ALL CONCRETE RAMPS SHALL BE 4" THICK, INCREASING TO 6" THICK WITHIN 48" OF THE CURB
2.) ALL CONNECTIONS TO AN EXISTING SIDEWALK SHALL BE AT AN EXPANSION OR CONTRACTION JOINT
3.) THE MAXIMUM RAMP SLOPE SHALL BE 1:12, FOR A VERTICAL DISTANCE OF NOT MORE THAN 6 INCHES.
4.) THE MAXIMUM RUNNING SIDEWALK SLOPE SHALL BE 1:20, AND MAXIMUM CROSS SLOPE SHALL BE 2%.
5.) ALL SIDEWALK RAMPS AND STREET CONNECTIONS WITHIN THE PUBLIC ROW SHALL HAVE A TACTILE SURFACE.
6.) TACTILE SURFACES SHALL MEET THE MOST CURRENT AMERICANS WITH DISABILITIES ACT STANDARDS AND SHALL BE BRICK RED IN COLOR.
7.) ALL MATERIALS & METHODS OF CONSTRUCTION SHALL BE IN ACCORDANCE WITH LATEST EDITION OF THE FDOT, "STANDARDS FOR ROAD & BRIDGE CONSTRUCTION". IN ADDITION, CONCRETE SHALL BE 3000 PSI AT 28 DAYS WITH A MAXIMUM 4" SLUMP AND FIBER REINFORCEMENT.

SIDEWALK RAMP DETAIL
N.T.S.

A.) **HEAVY DUTY**: COMMERCIAL AND INDUSTRIAL DEVELOPMENTS WITHIN PRIMARY ACCESSWAYS, PARKING LOTS, ETC. WITH EXPOSURE TO TRUCK TRAFFIC

B.) **LIGHT DUTY**: RESIDENTIAL SUBDIVISIONS AND COMMERCIAL DEVELOPMENTS WITHIN LOW VOLUME ACCESSWAYS, PARKING LOTS, ETC. (LESS THAN 5% TRUCK TRAFFIC)

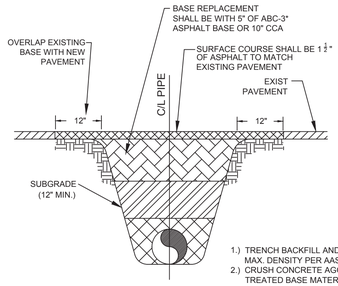
	A	B
SUBGRADE - TYPE B STABILIZED LBR 40 MIN.	12"	8"
ABC3 - ASPHALT BASE	5"	4"
CTB	10"	7"
CCA	10"	7"
ASPHALTIC CONCRETE	1 1/2" OF S-1	1 1/2" OF S-1/S-3

CONCRETE PAVEMENT FOR PARKING LOTS ONLY:

SUBGRADE - 12" TYPE B STABILIZED LBR 40 MIN.

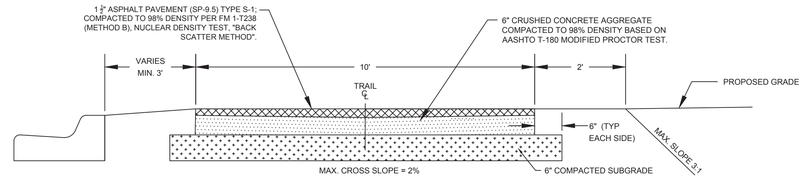
PAVEMENT - 6" CONCRETE 3000PSI @28 DAYS WITH MAX. 4" SLUMP & FIBER REINFORCEMENT.

PAVEMENT STANDARD
N.T.S.



1.) TRENCH BACKFILL AND SUBGRADE TO BE COMPACTED TO 98% OF MAX. DENSITY PER AASHTO T-180.
2.) CRUSH CONCRETE AGGREGATE MUST HAVE AN LBR ≥ 150. CEMENT TREATED BASE MATERIAL MUST YIELD COMPRESSIVE STRENGTH WITHIN THE RANGE OF 175 TO 275 PSI. SHELL IS NOT AN ACCEPTABLE BASE MATERIAL.

PAVEMENT RESTORATION DETAIL
N.T.S.



TYPICAL TRAIL ASPHALT PAVEMENT SECTION
NTS

H:\My Documents\city on the gulf logo.jpg	**CITY OF VENICE** ENGINEERING DEPARTMENT 401 WEST VENICE AVE. VENICE FL 34285 (941) 486-2626 FAX (941) 480-3031	**ENGINEERING** SIDEWALK RAMPS & CURBING	DATE JAN. 2016 SHEET NO. ENG-1
H:\My Documents\city on the gulf logo.jpg	**CITY OF VENICE** ENGINEERING DEPARTMENT 401 WEST VENICE AVE. VENICE FL 34285 (941) 486-2626 FAX (941) 480-3031	**ENGINEERING** PAVEMENT & RESTORATION	DATE JAN. 2016 SHEET NO. ENG-2

REV.NO.	DESCRIPTIONS	DATE

REVISIONS

SEAL

CURTIS R. BURKETT, P.E.
No. 41841

SEAL

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www.mckimcreed.com

City Of Venice

CITY OF VENICE
EDMONDSON MULTI-USE TRAIL

DETAILS 4 OF 4

DATE:	MARCH 2017
MCE PROJ. #	5883-0008
DRAWN	QES
DESIGNED	CRB
CHECKED	JSL
PROJ. MGR.	PJL

SCALE
HORIZONTAL:
VERTICAL:

DRAWING NUMBER
C14

STATUS: ISSUED FOR BID
REVISION

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CITY OF VENICE PROCUREMENT-
FINANCE DEPARTMENT

401 W. VENICE AVE. - ROOM # 204
VENICE, FL. 34285
(941) 486-2626
FAX (941) 486-2790

ADDENDUM NO. 1

Date: April 21, 2017

To: All Prospective Proposers

Re: ITB# 3058-17 Edmondson Road Multi-Use Trail Re-Bid

This addendum sets forth changes and/or information as referenced and is hereby made part of and should be attached to the subject Contract Documents. Receipt of this Addendum shall be acknowledged below and in the submitted proposal. It shall be the responsibility of each proposer, prior to submitting a proposal, to contact the City of Venice- Procurement- Finance Department to determine if addenda were issued and to make such addenda a part of their proposal.

The following is to clarify and provide additional information requested during the pre-bid meeting held April 4, 2017 at 2:00 P.M. Peter Boers, Procurement Manager, opened the meeting with the following comments:

Summary:

1) ~~Bids are due April 26, 2017 at 2:00 p.m. at City Hall room #204. The Bid Opening will take place in the Community Hall (conference room 114).~~ **Please note: The last date for questions has been extended to Wednesday, April 25, 2017 at 2 p.m. and the due date for bids will be extended to Friday, May 5, 2017, at 2 p.m. based on questions received after pre-bid.**

2) ~~The cut-off for questions is April 14, 2017 at 1:00 PM.~~ **The last date for questions has been extended to Wednesday, April 25, 2017 at 2 p.m. based on questions received after pre-bid.**

3) A Bid Bond and P&P Bond are required for this project.

4) Mr. Boers advised the bidders to read through Section 1: *General Conditions & Instructions to Offerors*.

5) Section 16 *Local Preference* **does not apply** to this solicitation.

6) Ms. Kathleen Weeden, PE, City Engineer, reviewed the Special Conditions

7) Ms. Brendalee Westlake, reviewed some compliance items. Ms. Westlake explained that all requirements must be reviewed carefully. Some of the key items to keep in mind is that this project has Davis-Bacon Act and that the wage decision (WD) is the contractor's responsibility to review up to 10 days to bid opening date to see if the WD has been modified. This project also has E-Verify and it is for all tiers (Prime and Subcontractors). This project also has American Iron and Steel (AIS), please review section 6 on page 195 of 267 of the bid specifications carefully. This requirement is also for all tiers. Certifications are required from the Manufactures to meet AIS. Disadvantage Business Enterprise goal is 9.91% and a good faith effort is required. Also review 7-31 Appendix A and Appendix E on page 205 of 267.

8) Mr. Boers reviewed Section 2: *Insurance Requirements*.
   General Liability -$1,000,000 per occurrence
   Business Auto Liability - $1,000,000 combined single limit
   Worker's Comp per State Statute

9) Mr. Boers review the Bid Information page, stating that his contact information was listed there, that all questions must be submitted in writing (via e-mail is preferable), ~~and that the cut-off for questions is April 14, 2017 at 1:00 PM~~. **The last date for questions has been extended to Wednesday, April 25, 2017 at 2 p.m.**

10) Mr. Boers reviewed the required forms that must be returned with each firm's submittal. These required forms are listed in the Appendix of the bid document. Mr. Boers advised, even if a form does not pertain to said company - to still mark it with a "N/A" and return it with each submittal. Mr. Boers also advised that the *Required Forms List* could be used as a "check off" sheet for firms to use.

11) Mr. Boers opened the floor for bidder's questions.

Clarifications:

Based on questions received and recommendation by FDOT, this project will be billed on quantity basis and is **no longer a lump sum contract. A revised bid schedule has also been provided.**

Revisions:

The last date for questions has been extended to Wednesday, April 25, 2017 at 2 p.m. and the due date for bids will be extended to Friday, May 5, 2017, at 2 p.m.

Questions:

Question #1: The subject of FDOT Standards was discussed at the pre-bid meeting. Discussion regarding calling out for a stabilized subgrade LBR 40 was also discussed but is not denoted on the cross-sectional detail. Please advise.

Response: The Typical Trail Asphalt Pavement Section on Sheet C14 shows 6" Compacted Subgrade. This is intended to be Type B Stabilization with a minimum of LBR 40. The Type B Stabilization has been added to the Bid Schedule.

Question #2: Please clarify the reference to typing and running density of the asphalt surface. Will this also involve coring for thickness at intervals. Please advise.

Response: Asphalt coring will not be required. Visual inspection will be acceptable. Asphalt tickets will need to be provided by the contractor.

Question #3: Due to the questions and answers have not been addressed from the pre-bid, we are requesting to extending the question cut-off date so the contractor would have a chance to ask for further clarification to your responses if necessary.

Response: The last date for questions has been extended to Wednesday, April 25, 2017 at 2 p.m. and the due date for bids will be extended to Friday, May 5, 2017, at 2 p.m.

Question #4: Will the city provide vertical/horizontal control via electronic files for the purpose construction stake-out. Please advise. Also will the contractor be required to as-built the asphalt trail when completed. Please advise.

Response: Yes, City will provide the Contractor with the AutoCAD file for stake-out purposes. The Contractor will be required to as-built the completed trail and submit as-builts to the City for approval. Costs associated with submitting as-builts shall be included in your bid and will not be listed as a separate pay item in the bid schedule.

Question #5: Please confirm if "Embankment" will be paid in-place measured or truck bed measured. Please advise.

Response: The embankment quantity will be paid based on in-place measurement.

Question #6: Please confirm permits the contractor will be responsible for on this project? Please advise.

Response: Contractor is responsible to obtain a City Site Prep and ROW Use permits (with the fees waived), and an NPDES Construction General Permit (CGP).

Question #7: Will the city be hiring a geotechnical firm to perform testing or will the contractor be responsible for this service? Please advise.

Response: Geotechnical testing will be conducted by the CEI firm or its subcontractor and billed to the City through the CEI contract. The contractor will be responsible for scheduling testing to avoid project delays.

Peter A. Boers
Procurement Department

Acknowledgment is required with your proposal response. A designated management representative must sign the receipt for this addendum.

Receipt Acknowledged:

_____
Signature

_____
Company

_____
Date

A copy of the addendum (excluding attachments) is to be included with the proposal response.

EDMONSON ROAD MULTI-USE TRAIL PROJECT RE-BID CITY OF VENICE, FLORIDA
BID SUBMITTAL FORM
ADDENDUM #1

BID NO. **3058-17** DUE: **May 5, 2017** **NO LATER THAN 2:00 P.M.**

To furnish all labor, materials and equipment necessary for all items defined in the specifications together with all modifications, additions, or deletions which may be included in addenda issued prior to the bid date and time for the sum of:

TOTAL NOT TO EXCEED SUM BID

_____ $_____
(written)

OUR FIRM CAN COMPLY WITH ALL INSURANCE AND BOND REQUIREMENTS.

YES _____ NO _____
Any and all exceptions must be noted on Company's letterhead and attached to Bid Proposal.

ADDENDUM NO. _____ THROUGH ADDENDUM NO. _____ ARE INCLUDED IN THIS BID.

Name of Contractor's Superintendent for this work:_____

Contractor has read and understands Special Conditions, Restoration, requirements Yes____ No____

Name of Subcontractor performing restoration: _____

WORK TO BE COMPLETED WITHIN _____120_____CALENDAR DAYS OF "NOTICE TO PROCEED"

_____ _____
NAME OF COMPANY BY (Signature)

_____
ADDRESS SIGNED BY (typed or printed)

_____ _____
CITY STATE ZIP OFFICIAL TITLE

DATE _____ PHONE _____ FAX _____

THIS PAGE MUST BE COMPLETED & SUBMITTED WITH OFFER

BID SCHEDULE - Addendum #1
Edmondson Road
Multi-Use Trail Project Re-Bid
ITB Number 3058-17

BID ITEM NO.	FDOT Pay Item	DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL COST
1	0101 1	Mobilization / Demobilization (Maximum 5% of Bid)	1	LS	$	$
2	0110 1 1	Clearing and Grubbing	1	AC	$	$
3	0104 10 3	Sediment Barrier	1	LS	$	$
4	0102 1	Maintenance of Traffic	75	DA	$	$
5	0110 4	Removal of Existing Concrete Pavement (sidewalk)	1,283	SY	$	$
6	0120 6	Embankment	374	CY	$	$
7	0522 2	Construct 5-foot wide Multi Use Plain Concrete sidewalk	58	SY	$	$
8	0522 2	Construct 6-foot wide Plain Concrete Cart Path	22	SY	$	$
9	0515 2311	Pedestrian/Bicycle Railing (Alum.)	40	LF	$	$
10	0527 2	Detectable Warnings	299	SF	$	$
11	0570 1 2	Furnish & Install Sod	16,962	SF	$	$
12	0700 1 50	Signage (Relocate)	7	EA	$	$
13	0711 17	Removing Thermoplastic Stripe 24-inch	120	SF	$	$
14	0711 11123	Thermoplastic Stripe, 12" Std. Wht.	595	LF	$	$
15	0711 11125	Thermoplastic stripe, 24" Std. Wht.	178	LF	$	$
16	10-foot wide Multi Use Asphalt Trail					
16a	0334 1 12	Type S 9.5 Superpave asphalt concrete (1-1/2")	420	TON	$	$
16b	0160 4	6-Inch Type B Subgrade Stabilization	6,150	SY	$	$
16c	0285 703	6-Inch Crushed Concrete Base Course - Group 3	6,150	SY	$	$
					TOTAL NOT TO EXCEED BID:	$

Notes:
- It is the Contractor's responsibility to verify field conditions and inspect the project site to determine the quantities required to complete the project prior to submitting the Not to Exceed Bid.
- Individual quantities and bid items listed must be verified by the contractor prior to providing the bid amount.
- The Engineer and the City do not warranty that the quantities are accurate
- The City reserves the right to remove line items above from the bid award due to budgeting constraints.

DATE: _____

SUBMITTED BY: _____(Contractor Business Name)

CITY OF VENICE PROCUREMENT-
FINANCE DEPARTMENT

401 W. VENICE AVE. - ROOM # 204
VENICE, FL. 34285
(941) 486-2626
FAX (941) 486-2790

ADDENDUM NO. 2

Date: April 26, 2017

To: All Prospective Proposers

Re: ITB# 3058-17 Edmondson Road Multi-Use Trail Re-Bid

This addendum sets forth changes and/or information as referenced and is hereby made part of and should be attached to the subject Contract Documents. Receipt of this Addendum shall be acknowledged below and in the submitted proposal. It shall be the responsibility of each proposer, prior to submitting a proposal, to contact the City of Venice- Procurement- Finance Department to determine if addenda were issued and to make such addenda a part of their proposal.

Revisions:

The due date and time for bid submittal has been extended to Monday, May 8, 2017, at 2 p.m. The Bid Opening will take place on Monday, May 8, 2017 at 2:00 p.m. in room 114 (Community Hall), 401 W. Venice Avenue, Venice, FL 34275

Peter A. Boers
Procurement Department

Acknowledgment is required with your proposal response. A designated management representative must sign the receipt for this addendum.

Receipt Acknowledged:

_____
Signature

_____
Company

_____
Date

A copy of the addendum is to be included with the proposal response.

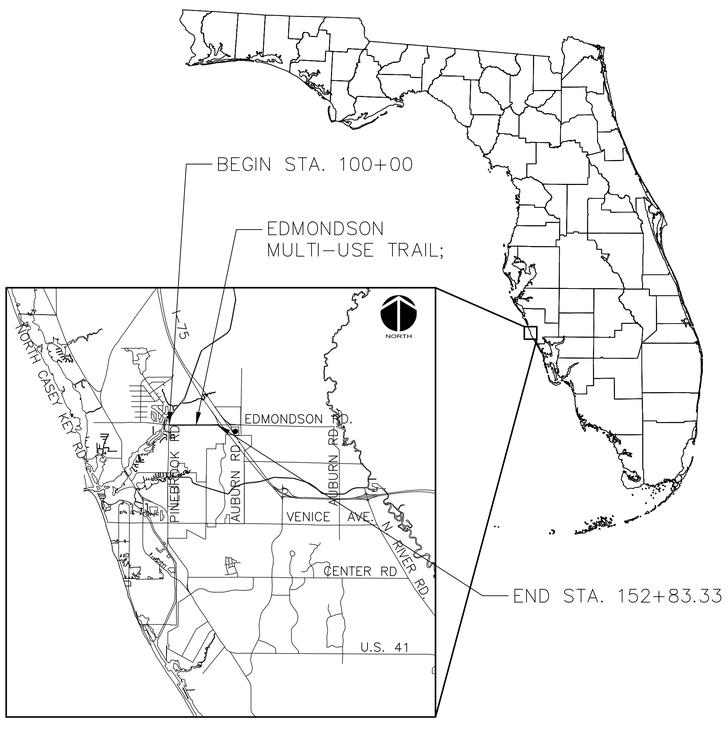
COMPONENTS OF THE CONTRACT PLAN SET

- ROADWAY PLANS
- SIGNING & PAVEMENT MARKING PLANS

DRAWING INDEX	
SHEET No.	DESCRIPTION
--	COVER
G02	GENERAL NOTES, ABBREVIATIONS
G03	HORIZONTAL CONTROL PLAN AND KEY SHEET
G04	LINE AND CURVE TABLES
D01	DEMOLITION PLAN
C01	CIVIL PLAN 1 OF 5
C02	CIVIL PLAN 2 OF 5
C03	CIVIL PLAN 3 OF 5
C04	CIVIL PLAN 4 OF 5
C05	CIVIL PLAN 5 OF 5
C06	SECTIONS 1 OF 3
C07	SECTIONS 2 OF 3
C08	SECTIONS 3 OF 3
C09	INTERSECTION PLANS 1 OF 2
C10	INTERSECTION PLANS 2 OF 2
C11	DETAILS 1 OF 4
C12	DETAILS 2 OF 4
C13	DETAILS 3 OF 4
C14	DETAILS 4 OF 4

CITY OF VENICE
EDMONDSON MULTI-USE TRAIL PROJECT
WORK ASSIGNMENT No. 8
MARCH 2017

FINANCIAL PROJECT ID: 436987-1-58-01
(FEDERAL FUNDS)



PROJECT VICINITY MAP
NTS

PROJECT LENGTH = 5,283.33 LINEAR FEET

PLANS DEVELOPED FOR:

CITY OF VENICE

MAYOR: JOHN HOLIC

VICE MAYOR: RICHARD CAUTERO

CITY COUNCIL MEMBERS:
KIT McKEON
BOB DANIELS
JEANETTE GATES
FRED FRAIZE
DEBORAH ANDERSON

CITY MANAGER: EDWARD F. LAVALLEE

GOVERNING STANDARDS AND SPECIFICATIONS:

A. FLORIDA DEPARTMENT OF TRANSPORTATION 2016/17 DESIGN STANDARDS AND REVISED INDEX DRAWINGS, AS APPENDED HEREIN, AND DIVISIONS II AND III OF THE JANUARY 2017 STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, AS AMENDED BY CONTRACT DOCUMENTS

B. MANUAL OF UNIFORM MINIMUM STANDARDS FOR DESIGN, CONSTRUCTION AND MAINTENANCE FOR STREETS AND HIGHWAYS, LATEST EDITION

C. FOR DESIGN STANDARDS CLICK ON THE "DESIGN STANDARDS" LINK AT THE FOLLOWING WEB SITE: HTTP://WWW.FDOT.GOV/RDDESIGN/

FOR THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION CLICK ON THE "STANDARD SPECIFICATIONS" LINK AT THE FOLLOWING WEB SITE: HTTP://WWW.FDOT.GOV/PROGRAMMANAGEMENT/

D. AMERICAN NATIONAL STANDARDS INSTITUTE G. A.A.S.H.T.O. LATEST EDITION

E. CITY OF VENICE STANDARDS DETAIL, LATEST EDITION

NOTE: THE SCALE OF THESE PLANS MAY HAVE CHANGED DUE TO REPRODUCTION.

PLANS DEVELOPED BY:

McKIM&CREED
378 Interstate Court
Sarasota, FL 34240
Phone: (941)379-3404, Fax: (941)379-3530
CA Lic. No. 29588
www.mckimcreed.com

ENGINEER OF RECORD / PROJECT MANAGER:

CURTIS R. BURKETT	41841 FL. REG. NO.	DATE

5883-0008- EDMONDSON MULTI-USE TRAIL PROJECT

MARCH 2017

ISSUED FOR BID

COVER

S:\5883\0008\00-Drawings\GENERAL\G001-5883D0008.dwg, 3/1/2017 1:46:05 PM, Cathy Walker

GENERAL NOTES

1. THESE PLANS ARE SOLELY TO ASSIST THE CONTRACTOR IN ASSESSING THE NATURE AND EXTENT OF THE EXISTING CONDITIONS WHICH MAY BE ENCOUNTERED DURING THE COURSE OF WORK. CONTRACTORS ARE DIRECTED TO CONDUCT WHATEVER INVESTIGATION THEY DEEM NECESSARY PRIOR TO BIDDING TO DETERMINE THE ACTUAL CONDITIONS THAT WILL BE ENCOUNTERED.
2. LOCATIONS, ELEVATIONS AND DIMENSIONS OF EXISTING UTILITIES, STRUCTURES, AND OTHER FEATURES ARE SHOWN BASED ON THE BEST INFORMATION AVAILABLE AT THE TIME OF PREPARATION OF THESE PLANS BUT DO NOT PURPORT TO BE ABSOLUTELY CORRECT. THE CONTRACTOR SHALL VERIFY, PRIOR TO CONSTRUCTION, THE LOCATIONS, ELEVATIONS, AND DIMENSIONS OF ALL EXISTING UTILITIES, STRUCTURES, AND OTHER FEATURES (WHETHER OR NOT SHOWN ON THE PLANS) AFFECTING THE WORK.
3. THE CONTRACTOR SHALL REVIEW AND VERIFY ALL DIMENSIONS ON THE PLANS AND REVIEW ALL FIELD CONDITIONS THAT MAY AFFECT CONSTRUCTION. SHOULD DISCREPANCIES OCCUR, THE CONTRACTOR SHALL NOTIFY THE ENGINEER TO OBTAIN WRITTEN CLARIFICATION BEFORE COMMENCING WITH CONSTRUCTION.
4. THE CONTRACTOR SHALL PROTECT ALL EXISTING STRUCTURES, STORM DRAINS, SEWERS, UTILITIES, AND OTHER FACILITIES IN THE CONSTRUCTION AREA. THE CONTRACTOR SHALL REPAIR ANY DAMAGES DUE TO HIS CONSTRUCTION ACTIVITIES AT NO ADDITIONAL COST TO THE OWNER.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE EXISTING DRAINAGE SYSTEM WITHIN THE LIMITS OF THE PROJECT AREA FOR THE DURATION OF THE PROJECT.
6. THE CONTRACTOR SHALL PROVIDE CERTIFIED RECORD DRAWINGS AS OUTLINED IN THE SPECIFICATIONS. RED-LINE DRAWINGS SHALL BE CURRENT WITH EACH PAY APPLICATION SUBMITTED AND WILL BE CHECKED AS PART OF THE PAY APPLICATION REVIEW PROCESS. PAYMENT WILL NOT BE MADE TO CONTRACTOR WITHOUT APPROVED RED-LINE DRAWINGS. THE MOST CURRENT SET OF RED-LINES DRAWINGS SHALL ALSO BE BROUGHT TO EACH MONTHLY PROGRESS MEETING.
7. THE CONTRACTOR SHALL PROVIDE THE OWNER WITH A DETAILED CONSTRUCTION PHASING PLAN FOR APPROVAL, PRIOR TO BEGINNING CONSTRUCTION.
8. FIELD CONDITIONS MAY NECESSITATE ALIGNMENT AND GRADE DEVIATION OF THE PROPOSED TRAIL TO AVOID CONFLICTS. NO ADDITIONAL PAYMENT SHALL BE MADE WITHOUT PRIOR APPROVAL OF THE OWNER AND THE OWNER'S ENGINEER.
9. CONNECTIONS TO EXISTING FACILITIES SHALL BE ACCOMPLISHED IN A NEAT WORKMANLIKE MANNER. WHEN FIELD CONDITIONS INDICATE ANY VARIANCE FROM DETAILED METHODS, THE CONTRACTOR SHALL PROVIDE COMPREHENSIVE AND DETAILED DRAWINGS FOR ENGINEER REVIEW AND APPROVAL PRIOR TO MAKING THE CONNECTIONS.
10. CONTRACTOR SHALL MAINTAIN A CLEAR PATH FOR ALL SURFACE WATER DRAINAGE STRUCTURES AND DITCHES DURING ALL PHASES OF CONSTRUCTION.THE CONTRACTOR SHALL BE REQUIRED TO INSTALL ALL EROSION, SEDIMENT AND TURBIDITY CONTROL MEASURES PRIOR TO CONSTRUCTION OF ANY COMPONENTS ASSOCIATED WITH THE PROJECT. SEDIMENT CONTROL INCLUDES SILT DAMS, TRAPS, EROSION PROTECTION, AND ANY OTHER APPURTENANCES NEEDED BUT NOT NECESSARILY SHOWN ON THESE DRAWINGS.
11. CONTRACTOR SHALL PROVIDE PROTECTIVE MATTING, FUEL CONTAINMENT AND ALL OTHER MATERIALS, EQUIPMENT AND LABOR TO PROTECT THE STAGING AREA DURING CONSTRUCTION.
12. CONTRACTOR SHALL, PRIOR TO BEGINNING CONSTRUCTION, SUBMIT A "FUELING SPILL PREVENTION PLAN" THAT SHALL CLEARLY INDICATE HOW FUEL SPILLS WILL BE PREVENTED WHEN FUELING BOTH WITHIN AND OUTSIDE OF THE STAGING AREA.
13. CONTRACTOR SHALL IDENTIFY A STAGING AREA AND GAIN APPROVAL PRIOR TO MOBILIZING TO BEGIN CONSTRUCTION.
14. ASPHALT MAY BE SUBSTITUTED FOR CONCRETE AS THE PREFERRED MATERIAL FOR THE MULTI-USE TRAIL AS REFLECTED IN THE CONTRACT DOCUMENTS AND DIRECTED BY THE OWNER.
15. ALL ADA RAMPS SHALL BE CONSTRUCTED WITH 3000 PSI CONCRETE.

RESTORATION AND MISCELLANEOUS NOTES

1. ALL AREAS WHERE SIDEWALK IS BEING REMOVED, BUT NOT DIRECTLY REPLACE AT THE SAME LOCATION, THE CONTRACTOR SHALL INSTALL SOD TO MATCH EXISTING ADJACENT TYPE.
2. THE CONTRACTOR SHALL REPLACE ALL EXISTING PAVING, STABILIZED EARTH, CURBS, SIDEWALKS, FENCES, LANDSCAPING AND OTHER IMPROVEMENTS DISTURBED DURING CONSTRUCTION WITH THE SAME OR BETTER TYPE OF MATERIAL THAT WAS REMOVED DURING CONSTRUCTION OR AS DIRECTED BY THE ENGINEER AT NO ADDITIONAL COST TO THE CITY.
3. ALL RESTORATION WORK PERFORMED THROUGHOUT THE PROJECT SHALL CONFORM TO EXISTING LINES AND GRADES UNLESS OTHERWISE NOTED.
4. CONTRACTOR SHALL RESTORE ALL IRRIGATION SYSTEM COMPONENTS TO PRE-CONSTRUCTION CONDITIONS.
5. ALL DISTURBED GRASS AREAS SHALL BE RESTORED WITH SOLID SOD IN LIKE KIND UNLESS OTHERWISE DIRECTED BY OWNER

MAINTENANCE OF TRAFFIC

1. ALL MOT IS TO BE IN COMPLIANCE WITH FDOT STANDARD INDEX 600, 602 AND 660.

UTILITY NOTES

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING WITH THE FOLLOWING JURISDICTIONAL BODIES AND UTILITY COMPANIES:

INVESTIGATE BEFORE YOU EXCAVATE
CALL LOCAL PUBLIC UTILITY NOTIFICATION CENTER
TOLL FREE 1-800-432-4770
MIN. 48 HOURS BEFORE YOU EXCAVATE

CITY OF VENICE
UTILITIES DEPARTMENT
TIMOTHY HOCHULI
(941) 408-5468

FLORIDA POWER AND LIGHT
SARASOTA
TRACY STERNS
1-800-868-9554

VERIZON FLORIDA Inc.
DAVID WYNNS
(813) 987-2164

SARASOTA COUNTY TRAFFIC
MARK RICHMOND
(941) 650-2108

COMCAST CABLE VENICE
GONZALO ROJAS
(941)342-3578

JOYCE L. GOGOLA
SARASOTA COUNTY TRAFFIC OPERATIONS
(941)650-9228

SURVEY LEGEND

- = BACK-FLOW PREVENTOR
- = COLUMN
- = FIRE HYDRANT
- = FLOOD LIGHT
- = GUY ANCHOR
- = LIGHT POLE
- = IRON ROD AND CAP
- = NAIL AND DISK
- = MANHOLE (UNKNOWN)
- = MANHOLE SANITARY
- = METER WATER
- = POST
- = POWER POLE
- = SERVICE CABINET
- = SINGLE SUPPORT SIGN
- = TELEPHONE PEDESTAL
- = TREE OAK
- = TREE PALM
- = TREE PINE
- = VALVE NON-POTABLE WATER
- = WIRE PULLBOX
- = VALVE COVER WATER
- = VALVE COVER SANITARY
- = VALVE WATER

ARV = AIR RELEASE VALVE
ELEV = ELEVATION
PVC = POLYVINYL CHLORIDE
RCP = REINFORCED CONCRETE PIPE
RD. = ROAD

SURVEY NOTES

LAND SURVEYOR NOTES/REPORT:

1) TYPE OF SURVEY: TOPOGRAPHIC SURVEY

2) SURVEY DATE: DECEMBER 2015

3) NOT BASED ON AN ABSTRACT OF TITLE. RECORDED INSTRUMENTS WERE PROVIDED AND OBTAINED FROM SARASOTA COUNTY PROPERTY APPRAISERS WEBSITE. RIGHT-OF-WAY LINES HERON ARE APPROXIMATE. EASEMENTS AND/OR RESTRICTIONS MAY EXIST.

4) HORIZONTAL CONTROL: COORDINATE VALUES AND BEARINGS SHOWN ARE BASED ON THE STATE PLANE COORDINATE SYSTEM FOR THE WEST ZONE OF FLORIDA, NORTH AMERICAN DATUM 1983, 1990 ADJUSTMENT. PROJECT HORIZONTAL CONTROL: NGS DESIGNATION-I75 83 A31, PID-AG8198.

5) VERTICAL CONTROL: NGS BENCHMARKS, ALL WITHIN THE ROUTE, G 723, H 723 AND J 723. THE VERTICAL DATUM IS NAVD 88. THE NGS DATA SHEETS FOR EACH BENCHMARK LISTED IS INCLUDED IN A SEPARATE SUBMITTAL PACKAGE ALONG WITH A CLOSURE REPORT OF FROM A DIGITAL LEVEL RUN.

6) ACCURACY STATEMENT: ALL MEASUREMENTS, DISTANCES, ELEVATIONS AND FEATURES SHOWN WERE PERFORMED IN STRICT ACCORDANCE WITH THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17 F.A.C.

7) ABBREVIATION LEGEND APPEARS UPON THIS SHEET OF THE SURVEY MAP.

8) INTENDED FEATURES: TOPOGRAPHIC FEATURES SUCH AS ROADWAYS, DRAINAGE STRUCTURES, TREES, DITCHES, SIDEWALKS AND ABOVE GROUND UTILITIES ARE SHOWN, HOWEVER, OTHER UTILITIES MAY EXIST.

9) THE SURVEY REFERENCE LINE SHOWN HEREON IS NOT MONUMENTED, OTHER THAN SHOWN.

10) NOT A BOUNDARY SURVEY, CARTOGRAPHIC INFORMATION SHOWN FOR INFORMATION ONLY. RIGHT-OF-WAY AND PROPERTY LINES SHOWN HEREON ARE FROM THE SARASOTA COUNTY PROPERTY APPRAISERS MAPS AND ARE A GRAPHICAL REPRESENTATION ONLY AND HAVE NOT BEEN CALCULATED OR FIELD VERIFIED UNLESS OTHERWISE NOTED.

11) RESPONSIBILITY: THE UNDERSIGNED, SCOT A. CARPENTER, PSM, FLORIDA LS6177, IS THE RESPONSIBLE SURVEYOR AND MAPPER FOR ALL FEATURES AND DATA CONTAINED ON THIS SURVEY MAP.

12) ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

13) NEITHER THE MAP NOR THE REPORT IS FULL AND COMPLETE WITHOUT THE OTHER.

GENERAL ABBREVIATIONS

	AT
ABW	AUTOMATIC BACKWASH
A/C	AIR CONDITIONER UNIT
AC	ACRES
AC	ASPHALTIC CONCRETE
ABD	ABANDONED
AL/ALUM	ALUMINUM
ANCH	ANCHOR
APPROX	APPROXIMATE
BLDG	BIULDING
BM	BEAM
BOT/BOTT	BOTTOM
(C)	CALCULATED DATA
	CHANNEL
	CONDUIT
CB	CATCH BASIN
CCR	CERTIFIED CORNER RECORD
CHKR	CHECKERED
CIR	CIRCLE
CLF	CHAIN LINK FENCE
	CENTERLINE
CMP	CORRUGATED METAL PIPE
COL	COLUMN
CONN	CONNECTOR/CONNECTION
CONC	CONCRETE
COR	CORNER
C/T	CURB TIE
CU	COPPER
(D)	DEED DATA
	DEEP/DRAIN
DB	DEED BOOK
DBL	DOUBLE
DHW	DESIGN HIGH WATER
DISCH	DISCHARGE
DN	DOWN
DRWY	DRIVEWAY
EW	EACH WAY
EA	EACH
ECMP	ELLIPTICAL CORRUGATED METAL PIPE
EL/ELEV	ELEVATION
ELEC	ELECTRICAL CONDUIT
EP	EDGE OF PAVEMENT
ERCP	ELLIPTICAL REINFORCED CONCRETE PIPE
ETC	AND SO FORTH
EXIST	EXISTING
EXP	EXPANSION
(F)	FIELD DATA
FCM	FOUND CONCRETE MONUMENT
FDOT	FLORIDA DEPARTMENT
	OF TRANSPORTATION
FF	FINISHED FLOOR
FIR	FOUND IRON ROD
FND	FOUND NAIL & DISC
FOP	FOUND OPEN PIPE
FPP	FOUND PINCHED PIPE
FRRS	FOUND RAILROAD SPIKE
F/T	FENCE TIE
FT	FOOT
FTG	FOOTING
FXC	FOUND X-CUT
GALV	GALVANIZED
GDRL	GUARDRAIL
GE	GRATE ELEVATION
GEN	GENERATOR
	GRATED INLET
GPM	GALLONS PER MINUTE
GRTG	GRATING
GS	GALVANIZED STEEL
GR/GRD	GRADE
GWP	GUY WIRE POLE
HDWALL	HEADWALL
HR	HANDRAIL
HWL	HIGH WATER LEVEL
	INVERT ELEVATION
	INCH
INV	INVERT
	IRON PIPE
	IRON ROD
JB	JUNCTION BOX
JT	JOINT
(L)	LEGAL DESCRIPTION DATA
LB	LICENSED BUSINESS
LG	LONG

*NOT ALL ABBREVIATION MAY BE ON THE DRAWINGS

LN	LANE
LP	LIGHT POLE
LS	LICENSED SURVEYOR
MAS	MASONRY
MAX	MAXIMUM
MCC	MOTOR CONTROL CENTER
MES	MITERED END SECTION
MG	MILLION GALLONS
MGD	MILLION GALLONS PER DAY
MHW	MEAN HIGH WATER
MON	MONUMENT
NG	NATURAL GROUND
N.T.S.	NOT TO SCALE
NO	NUMBER
NP	NORMAL POOL
ø	DIAMETER/PHASE
O/A	OVERALL
OPNG	OPENING
OR	OFFICIAL RECORDS BOOK
(P)	PLAT BOOK
PCCP	PRE-STRESSED CONCRETE PIPE
PG	PAGE
PLCS	PLACES
PLS	PROFESSIONAL LAND SURVEYOR
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
POT	POTABLE
PP	POWER POLE
PRM	PERMANENT REFERENCE MONUMENT
PROP	PROPOSED
PSM	PROFESSIONAL SURVEYOR & MAPPER
P/T	PAVEMENT TIE
PV	PLUG VALVE
PVMT	PAVEMENT
R	RADIUS/RISER/RELAY
RCP	REINFORCED CONCRETE PIPE
REF	REFERENCED
REINF	REINFORCED/REINFORCING
REQ'D	REQUIRED
RESTR	RESTRAINED
RLS	REGISTERED LAND SURVEYOR
RW;R/W	RIGHT-OF-WAY
SAN	SANITARY
SEC	SECTION
SGL	SINGLE
SHW	SEASONAL HIGH WATER
SIR	SET IRON ROD $\frac{1}{2}$" LB 6113
SND	SET NAIL & DISC LB 6113
SPRK	SPRINKLER
SQ	SQUARE
SN	SIGN
SSMH	SANITARY SEWER MANHOLE
S/T	SIDEWALK TIE
STL	STEEL
STY	STORY
S/W; SWK	SIDEWALK
SYM	SYMBOL
TBM	TEMPORARY BENCH MARK
TOB	TOP OF BANK
T&B	TOP & BOTTOM
TEL	TELEPHONE
TEMP	TEMPORARY
THK	THICK
TS&V	TAPPING VALVE AND SLEEVE
TOS	TOE OF SLOPE
TYP	TYPICAL
UG	UNDERGROUND GAS
UP	UTILITY POLE
UT	UNDERGROUND TELEPHONE
VCP	VITRIFIED CLAY PIPE
VERT	VERTICAL
W	WIDE FLANGE/WIDE/WATT
W/	WITH
WBW	WASTE BACKWASH
WF	WOOD FENCE
W/L	WATER LINE
WL	WATER LEVEL
W/M	WATER MAIN
WM	WATER METER
WP	WEATHER PROOF
WS	WALL SLEEVE/WATER STOP/

SECTION DESIGNATION

SECTION NAME → A/C-7.2 ← SHEET WHERE SECTION IS SHOWN

REV.NO.	DESCRIPTIONS	DATE

REVISIONS

SEAL

CURTIS R. BURKETT, P.E.
No. 41841

SEAL

McKIM&CREED
378 Interstate Court
Sarasota, Florida 34240
Phone: (941)379-3404, Fax: (941)379-3530
EB0006691
www.mckimcreed.com

City Of Venice

CITY OF VENICE
EDMONDSON MULTI-USE TRAIL

GENERAL NOTES, ABBREVIATIONS

DATE:	MARCH 2017
MCE PROJ. #	5883-0008
DRAWN	QES
DESIGNED	CRB
CHECKED	JSL
PROJ. MGR.	PJL

SCALE
HORIZONTAL: N/A
VERTICAL: N/A

DRAWING NUMBER
G02

STATUS: ISSUED FOR BID
REVISION

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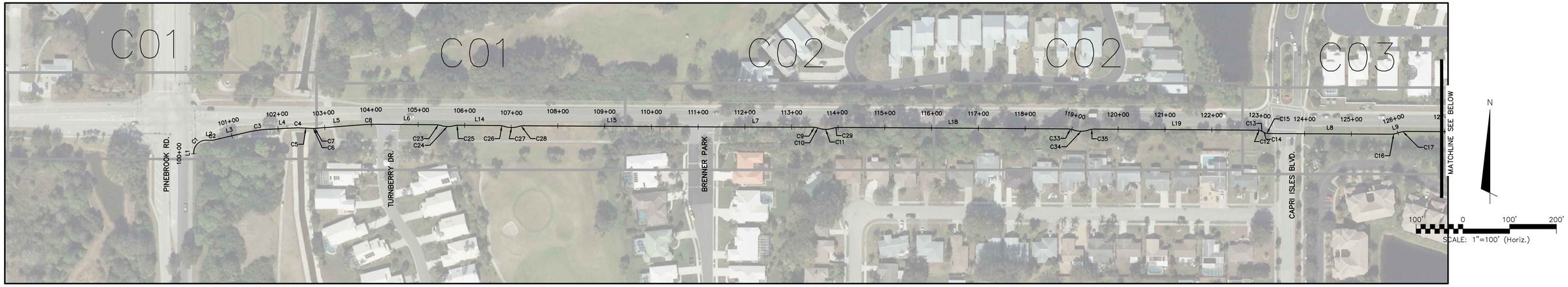

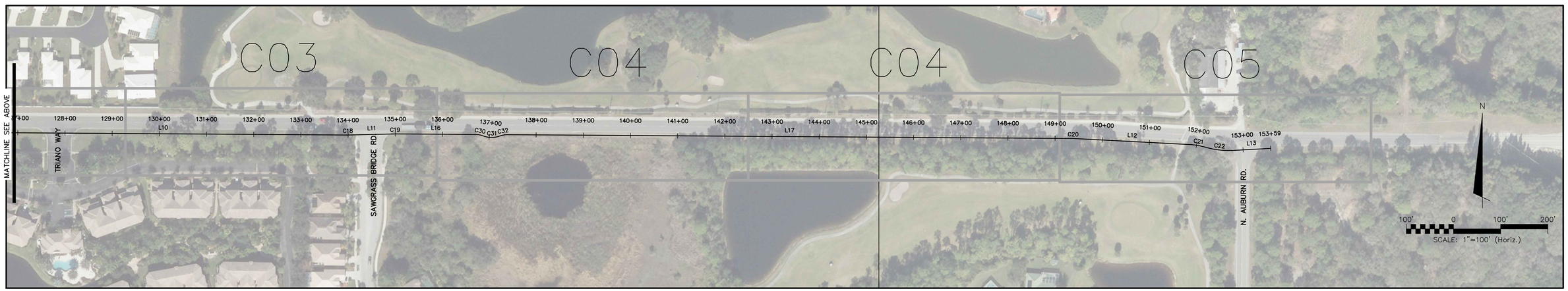

REV.NO.	DESCRIPTIONS	DATE
	REVISIONS	

SEAL

FOUSTINES R. LEONARDI, III, P.E.
No. 56152

SEAL

McKIM & CREED
378 Interstate Court
Sarasota, Florida 34240
Phone: (941)379-3404, Fax: (941)379-3530
EB0006691
www.mckimcreed.com

City Of Venice

CITY OF VENICE
EDMONDSON MULTI-USE TRAIL

HORIZONTAL CONTROL PLAN AND KEY SHEET

DATE:	MARCH 2017
MCE PROJ. #	5883-0008
DRAWN	QES
DESIGNED	CRB
CHECKED	JSL
PROJ. MGR.	PJL

SCALE
HORIZONTAL: 1"=100'
VERTICAL: N/A

DRAWING NUMBER
G03

STATUS: ISSUED FOR BID
REVISION

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Line Table: Alignments

Line #	Length	Direction	Start Point	Start Sta.	End Point	End Sta.
L1	2.01'	N0° 12' 33.41"E	N: 1013990.18 E: 520500.57	100+00.00	N: 1013992.18 E: 520500.58	100+02.01
L2	11.80'	S89° 49' 48.22"E	N: 1014019.09 E: 520527.65	100+44.40	N: 1014019.05 E: 520539.46	100+56.20
L3	75.73'	N77° 03' 06.88"E	N: 1014019.43 E: 520542.86	100+59.64	N: 1014036.40 E: 520616.66	101+35.37
L4	60.97'	N87° 07' 03.86"E	N: 1014042.44 E: 520660.11	101+79.29	N: 1014045.51 E: 520721.00	102+40.25
L5	93.07'	N85° 34' 46.94"E	N: 1014044.42 E: 520760.71	102+79.99	N: 1014051.60 E: 520853.50	103+73.06
L6	121.11'	S89° 34' 50.86"E	N: 1014053.08 E: 520895.76	104+15.36	N: 1014052.20 E: 521016.87	105+36.47
L7	240.64'	S89° 49' 15.80"E	N: 1014047.55 E: 521581.62	111+02.56	N: 1014046.80 E: 521822.26	113+43.21
L8	263.82'	S89° 42' 51.38"E	N: 1014033.26 E: 522798.05	123+22.37	N: 1014031.94 E: 523061.86	125+86.18
L9	6.62'	N72° 55' 56.93"E	N: 1014033.26 E: 523070.67	125+95.12	N: 1014035.21 E: 523076.99	126+01.74
L10	776.50'	S89° 36' 28.18"E	N: 1014037.85 E: 523095.01	126+20.02	N: 1014032.53 E: 523871.50	133+96.52
L11	94.04'	N88° 39' 26.63"E	N: 1014032.58 E: 523877.55	134+02.58	N: 1014034.79 E: 523971.56	134+96.62
L12	243.54'	S87° 01' 52.15"E	N: 1014025.02 E: 525414.84	149+41.39	N: 1014012.41 E: 525658.06	151+84.93
L13	79.92'	N86° 54' 33.08"E	N: 1013999.91 E: 525750.51	152+78.62	N: 1014004.22 E: 525830.32	153+58.54
L14	80.54'	S89° 31' 36.67"E	N: 1014050.99 E: 521071.73	105+91.92	N: 1014050.33 E: 521152.27	106+72.47
L15	373.90'	S89° 38' 13.97"E	N: 1014049.92 E: 521207.73	107+28.67	N: 1014047.55 E: 521581.62	111+02.56
L16	166.86'	S89° 37' 03.34"E	N: 1014034.84 E: 523977.58	135+02.64	N: 1014033.72 E: 524144.44	136+69.50
L17	1194.53'	S89° 36' 51.91"E	N: 1014033.26 E: 524213.57	137+40.09	N: 1014025.22 E: 525408.08	149+34.62
L18	486.17'	S89° 37' 09.71"E	N: 1014046.44 E: 521881.21	114+03.04	N: 1014043.21 E: 522367.37	118+89.21
L19	347.26'	S89° 37' 07.70"E	N: 1014042.80 E: 522428.32	119+51.15	N: 1014040.49 E: 522775.58	122+98.41

Curve Table: Alignments

Curve #	Radius	Length	Chord Direction	Start Point	Start STA	End Point	End STA
C1	27.00	42.39	N45° 11' 22.60"E	N: 1013992.18 E: 520500.58	100+02.01	N: 1014019.09 E: 520527.65	100+44.40
C2	15.00	3.43	N83° 36' 39.33"E	N: 1014019.05 E: 520539.46	100+56.20	N: 1014019.43 E: 520542.86	100+59.64
C3	250.00	43.92	N82° 05' 05.37"E	N: 1014036.40 E: 520616.66	101+35.37	N: 1014042.44 E: 520660.11	101+79.29
C4	50.00	4.58	N89° 44' 37.80"E	N: 1014045.51 E: 520721.00	102+40.25	N: 1014045.53 E: 520725.58	102+44.84
C5	20018.83	29.20	S87° 36' 32.98"E	N: 1014045.53 E: 520725.58	102+44.84	N: 1014044.31 E: 520754.76	102+74.04
C6	64.07	2.99	S89° 31' 06.13"E	N: 1014044.31 E: 520754.76	102+74.04	N: 1014044.28 E: 520757.75	102+77.03
C7	45.41	2.96	N87° 16' 25.58"E	N: 1014044.28 E: 520757.75	102+77.03	N: 1014044.42 E: 520760.71	102+79.99
C8	501.35	42.30	N87° 59' 07.40"E	N: 1014051.60 E: 520853.50	103+73.06	N: 1014053.08 E: 520895.76	104+15.36
C9	50.00	10.54	S83° 43' 03.85"E	N: 1014046.80 E: 521822.26	113+43.21	N: 1014045.65 E: 521832.72	113+53.75
C10	50.00	4.48	S75° 06' 45.13"E	N: 1014045.65 E: 521832.72	113+53.75	N: 1014044.50 E: 521837.05	113+58.23
C11	50.00	29.85	S89° 39' 10.17"E	N: 1014044.50 E: 521837.05	113+58.23	N: 1014044.32 E: 521866.46	113+88.08
C12	19.62	6.02	S80° 49' 53.91"E	N: 1014040.49 E: 522775.58	122+98.41	N: 1014039.54 E: 522781.50	123+04.43
C13	21.72	6.06	S63° 50' 14.37"E	N: 1014039.54 E: 522781.50	123+04.43	N: 1014036.87 E: 522786.92	123+10.49
C14	19.21	5.94	S63° 29' 36.74"E	N: 1014036.87 E: 522786.92	123+10.49	N: 1014034.23 E: 522792.21	123+16.43
C15	20.31	5.94	S80° 30' 12.84"E	N: 1014034.23 E: 522792.21	123+16.43	N: 1014033.26 E: 522798.05	123+22.37
C16	30.00	8.94	N81° 27' 58.47"E	N: 1014031.94 E: 523061.86	125+86.18	N: 1014033.26 E: 523070.67	125+95.12
C17	60.00	18.28	N81° 39' 44.37"E	N: 1014035.21 E: 523076.99	126+01.74	N: 1014037.85 E: 523095.01	126+20.02
C18	200.00	6.06	N89° 31' 29.22"E	N: 1014032.53 E: 523871.50	133+96.52	N: 1014032.58 E: 523877.55	134+02.58
C19	200.00	6.02	N89° 31' 11.65"E	N: 1014034.79 E: 523971.56	134+96.62	N: 1014034.84 E: 523977.58	135+02.64
C20	150.07	6.77	S88° 19' 19.72"E	N: 1014025.22 E: 525408.08	149+34.62	N: 1014025.02 E: 525414.84	149+41.39
C21	149.18	34.67	S80° 22' 04.92"E	N: 1014012.41 E: 525658.06	151+84.93	N: 1014006.62 E: 525692.16	152+19.59
C22	173.72	59.03	S83° 26' 41.98"E	N: 1014006.62 E: 525692.16	152+19.59	N: 1013999.91 E: 525750.51	152+78.62
C23	50.00	13.64	S81° 45' 49.85"E	N: 1014052.20 E: 521016.87	105+36.47	N: 1014050.25 E: 521030.33	105+50.11
C24	50.00	25.71	S88° 40' 36.88"E	N: 1014050.25 E: 521030.33	105+50.11	N: 1014049.66 E: 521055.75	105+75.82
C25	53.28	16.10	N85° 15' 04.86"E	N: 1014049.66 E: 521055.75	105+75.82	N: 1014050.99 E: 521071.73	105+91.92
C26	50.00	14.03	S81° 29' 26.12"E	N: 1014050.33 E: 521152.27	106+72.47	N: 1014048.26 E: 521166.10	106+86.49
C27	50.00	28.15	S89° 34' 53.10"E	N: 1014048.26 E: 521166.10	106+86.49	N: 1014048.05 E: 521193.88	107+14.64
C28	50.00	14.02	N82° 19' 37.99"E	N: 1014048.05 E: 521193.88	107+14.64	N: 1014049.92 E: 521207.73	107+28.67
C29	50.00	14.96	N81° 48' 41.35"E	N: 1014044.32 E: 521866.46	113+88.08	N: 1014046.44 E: 521881.21	114+03.04
C30	50.00	17.65	S79° 30' 19.47"E	N: 1014033.72 E: 524144.44	136+69.50	N: 1014030.53 E: 524161.71	136+87.15
C31	50.00	35.29	S89° 36' 52.97"E	N: 1014030.53 E: 524161.71	136+87.15	N: 1014030.29 E: 524196.27	137+22.44
C32	50.00	17.65	N80° 16' 28.88"E	N: 1014030.29 E: 524196.27	137+22.44	N: 1014033.26 E: 524213.57	137+40.09
C33	50.00	15.49	S80° 44' 41.52"E	N: 1014043.21 E: 522367.37	118+89.21	N: 1014040.73 E: 522382.59	119+04.70
C34	50.00	30.97	S89° 36' 51.45"E	N: 1014040.73 E: 522382.59	119+04.70	N: 1014040.53 E: 522413.07	119+35.67
C35	50.00	15.48	N81° 30' 41.36"E	N: 1014040.53 E: 522413.07	119+35.67	N: 1014042.80 E: 522428.32	119+51.15

REV.NO.	DESCRIPTIONS	DATE

REVISIONS

SEAL

ROUSTON R. LEDGERWOOD, P.E.
No. 56152

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City Of Venice

CITY OF VENICE
EDMONDSON MULTI-USE TRAIL

LINE AND CURVE TABLES

DATE:	MARCH 2017
MCE PROJ. #	5883-0008
DRAWN	QES
DESIGNED	CRB
CHECKED	JSL
PROJ. MGR.	PJL

SCALE
HORIZONTAL: 1"=100'
VERTICAL: N/A

DRAWING NUMBER
G04

STATUS: ISSUED FOR BID
REVISION

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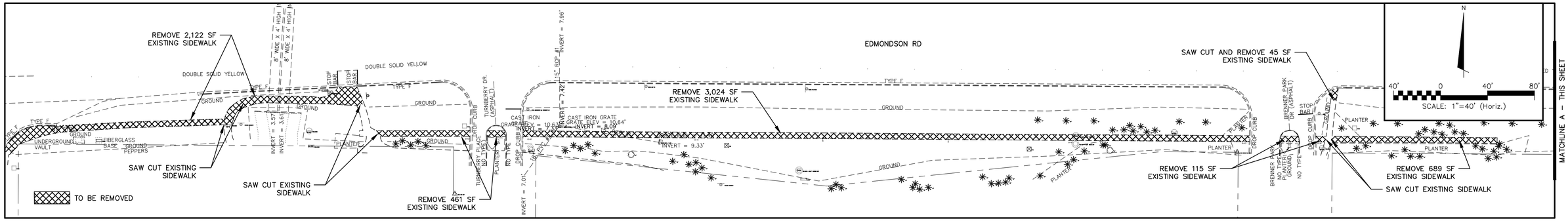

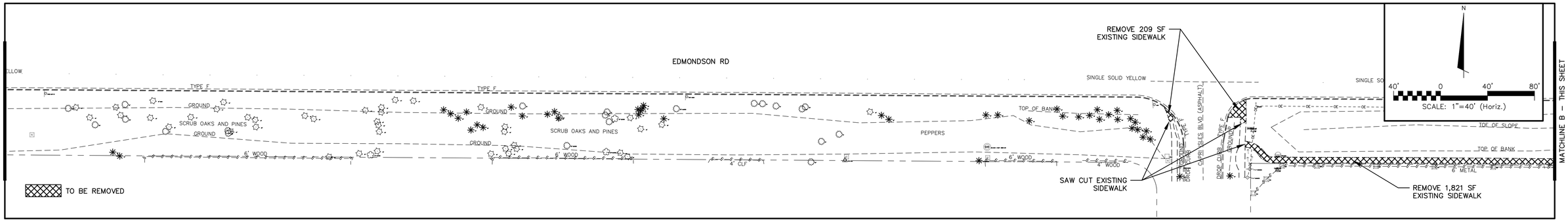

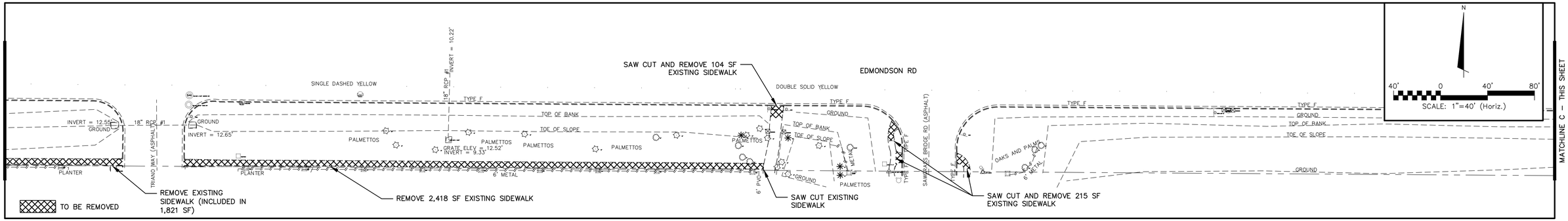

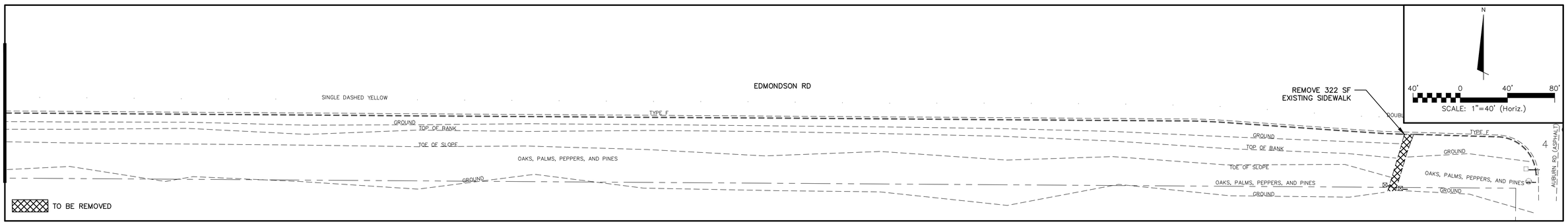

REV.NO.	DESCRIPTIONS	DATE
	REVISIONS	

SEAL

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No. 41841

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City Of Venice

CITY OF VENICE
EDMONDSON MULTI-USE TRAIL

DEMOLITION PLAN

DATE:	MARCH 2017
MCE PROJ. #	5883-0008
DRAWN	QES
DESIGNED	CRB
CHECKED	JSL
PROJ. MGR.	PJL

SCALE
HORIZONTAL: 1" = 40'
VERTICAL: N/A

DRAWING NUMBER
D01

STATUS: ISSUED FOR BID
REVISION

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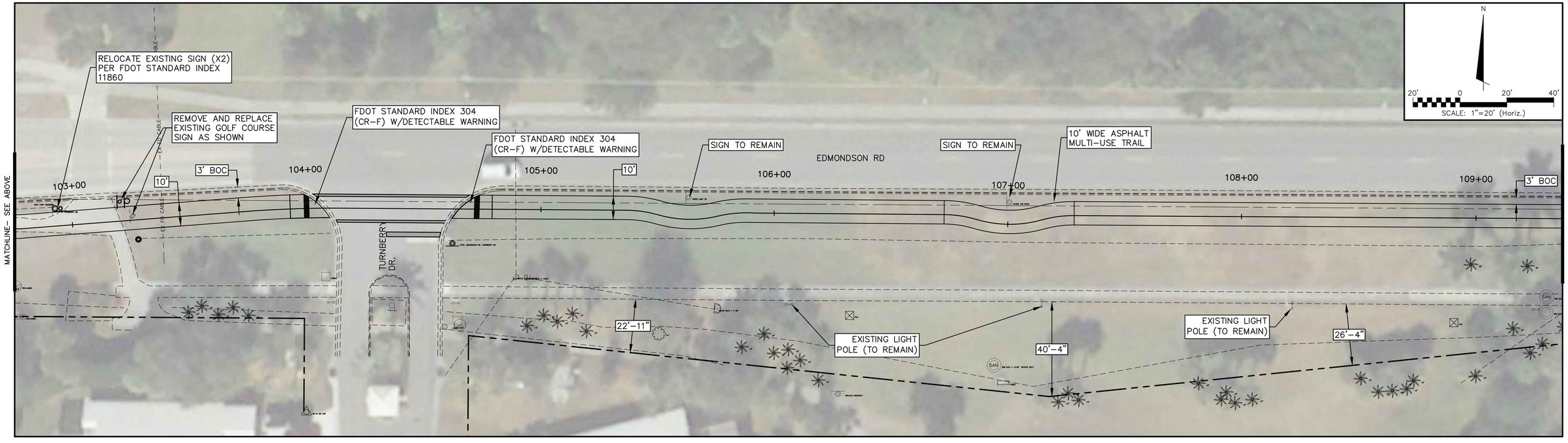

REV.NO.	DESCRIPTIONS	DATE

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City Of Venice

CITY OF VENICE
EDMONDSON MULTI-USE TRAIL

CIVIL PLAN 1 OF 5

DATE:	MARCH 2017
MCE PROJ. #	5883-0008
DRAWN	QES
DESIGNED	CRB
CHECKED	JSL
PROJ. MGR.	PJL

SCALE
HORIZONTAL: 1"= 20'
VERTICAL: N/A

DRAWING NUMBER
C01

STATUS: ISSUED FOR BID
REVISION

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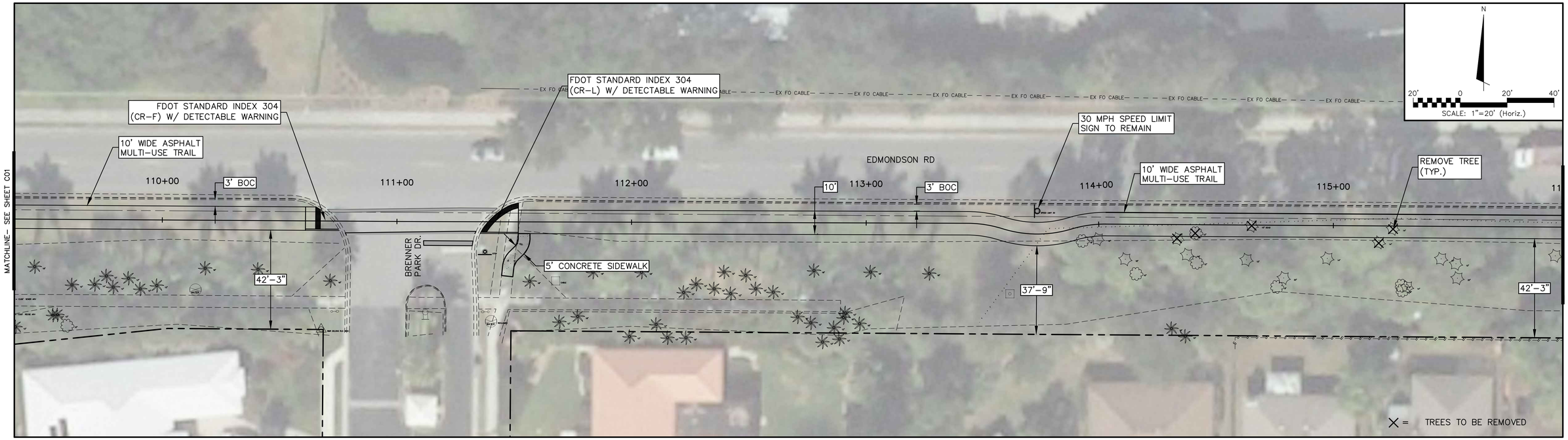

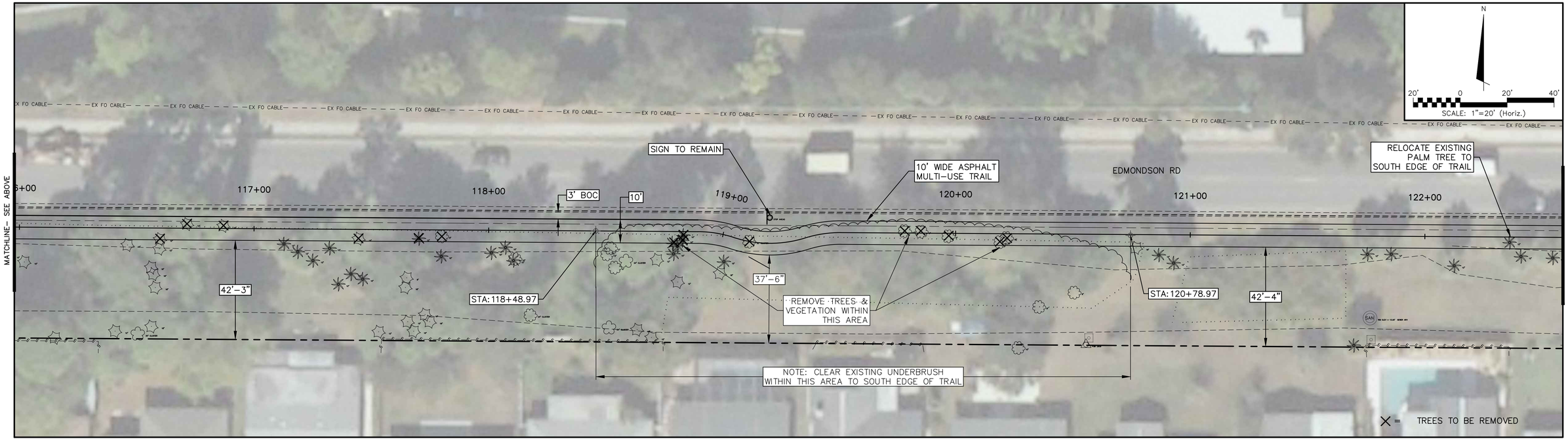

REV.NO.	DESCRIPTIONS	DATE

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SEAL

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No. 41841

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City Of Venice

CITY OF VENICE
EDMONDSON MULTI-USE TRAIL

CIVIL PLAN 2 OF 5

DATE:	MARCH 2017
MCE PROJ. #	5883-0008
DRAWN	QES
DESIGNED	CRB
CHECKED	JSL
PROJ. MGR.	PJL

SCALE
HORIZONTAL: 1"= 20'
VERTICAL: N/A

DRAWING NUMBER
C02

STATUS: ISSUED FOR BID
REVISION

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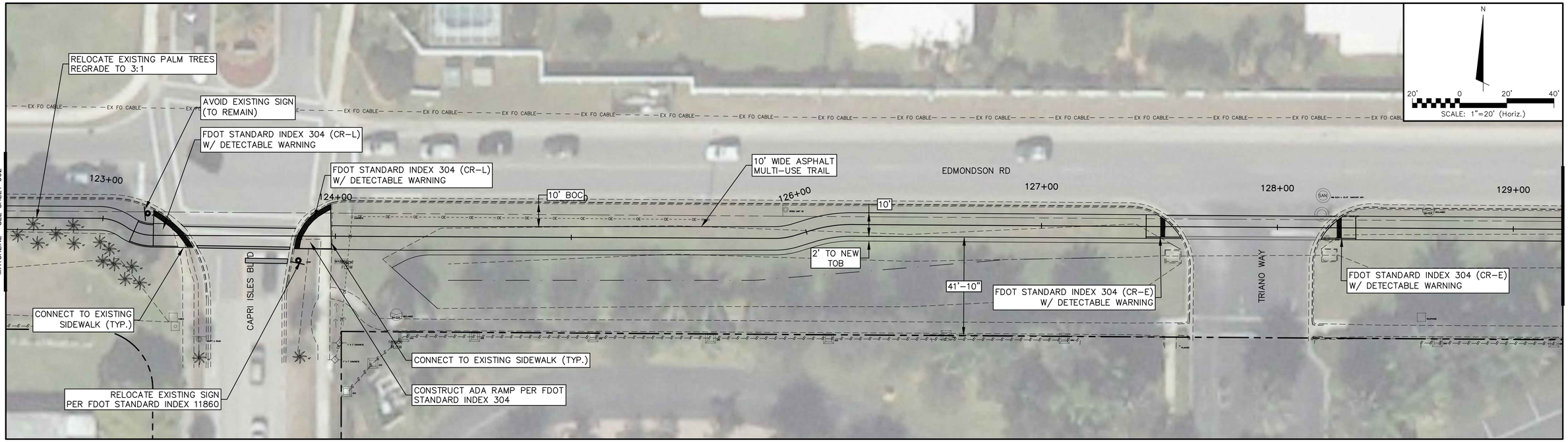

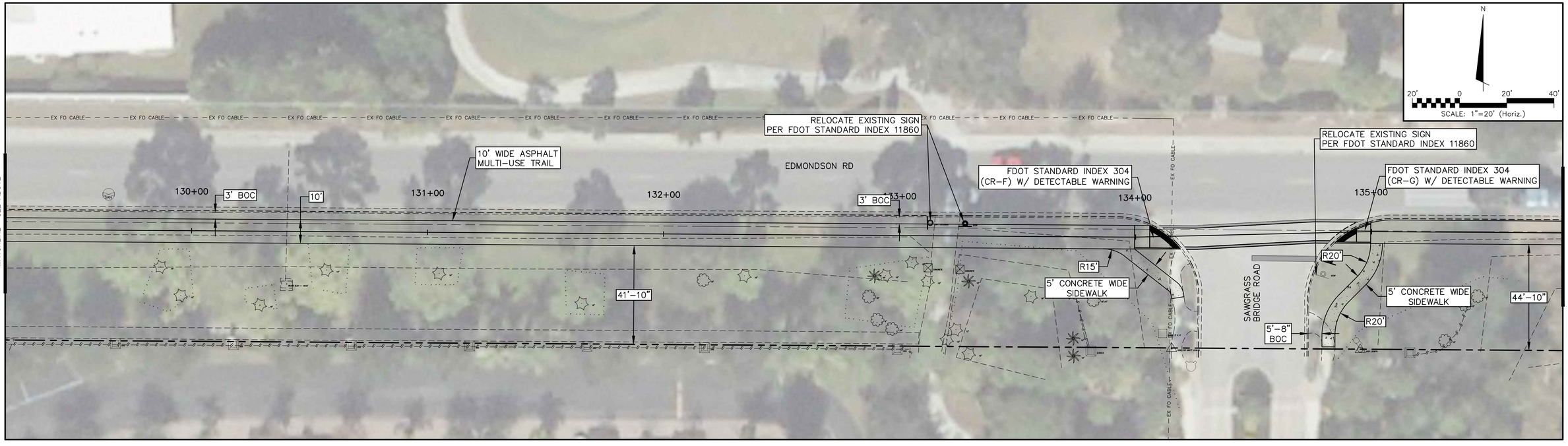

REV.NO.	DESCRIPTIONS	DATE

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EDMONDSON MULTI-USE TRAIL

CIVIL PLAN 3 OF 5

DATE:	MARCH 2017
MCE PROJ. #	5883-0008
DRAWN	QES
DESIGNED	CRB
CHECKED	JSL
PROJ. MGR.	PJL

SCALE
HORIZONTAL: 1"= 20'
VERTICAL: N/A

DRAWING NUMBER
C03

STATUS: ISSUED FOR BID
REVISION

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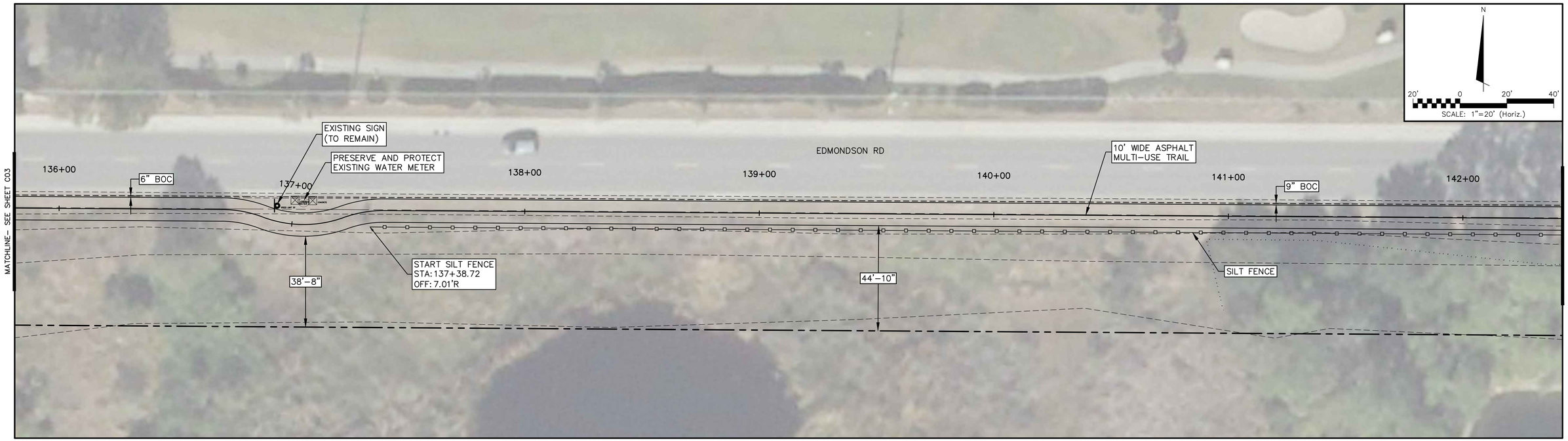

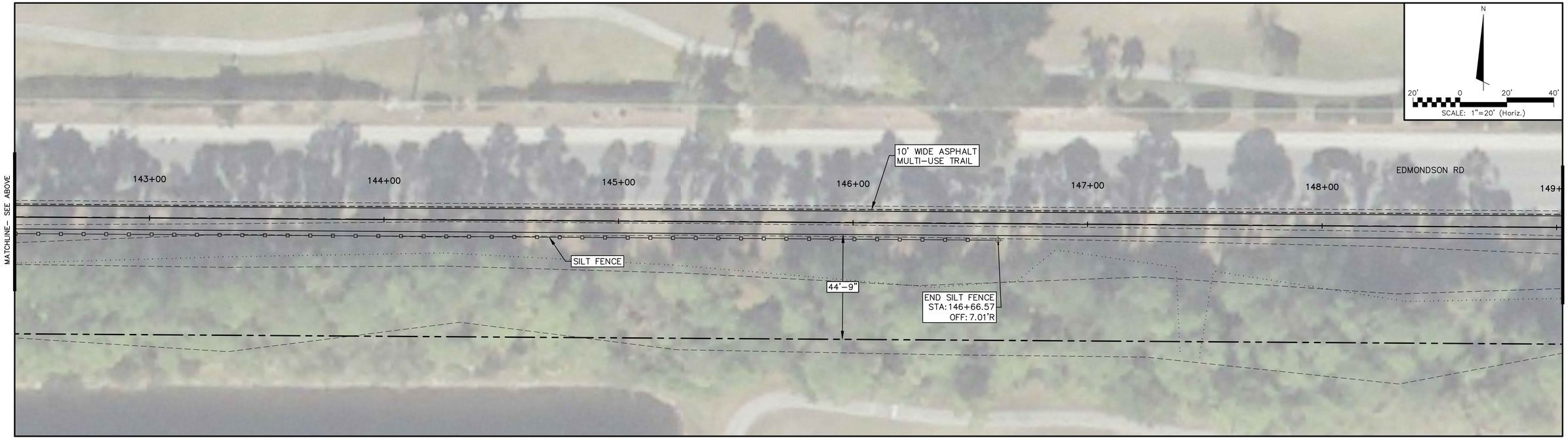

REV.NO.	DESCRIPTIONS	DATE

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CIVIL PLAN 4 OF 5

DATE:	MARCH 2017
MCE PROJ. #	5883-0008
DRAWN	QES
DESIGNED	CRB
CHECKED	JSL
PROJ. MGR.	PJL

SCALE
HORIZONTAL: 1"= 20'
VERTICAL: N/A

DRAWING NUMBER
C04

STATUS: ISSUED FOR BID
REVISION

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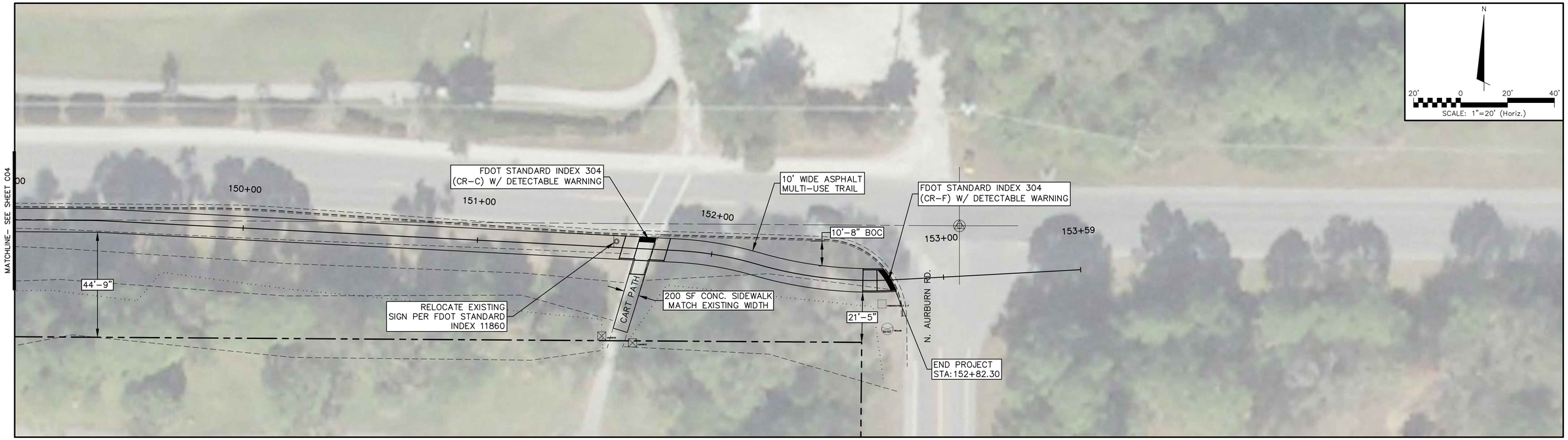

REV.NO.	DESCRIPTIONS	DATE

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CIVIL PLAN 5 OF 5

DATE:	MARCH 2017
MCE PROJ. #	5883-0008
DRAWN	QES
DESIGNED	CRB
CHECKED	JSL
PROJ. MGR.	PJL

SCALE
HORIZONTAL: 1"= 20'
VERTICAL: N/A

DRAWING NUMBER
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STATUS: ISSUED FOR BID
REVISION

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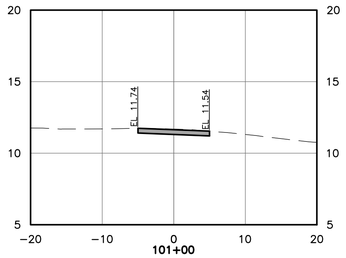

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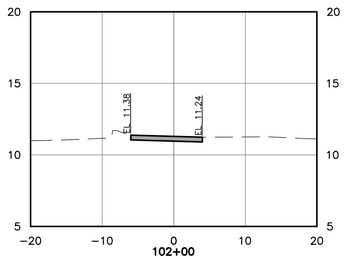

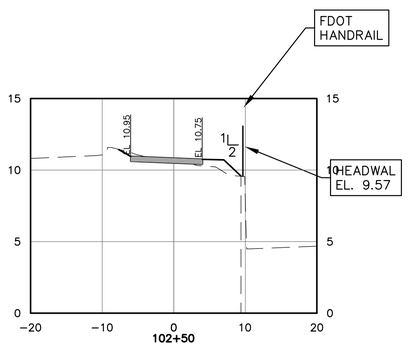

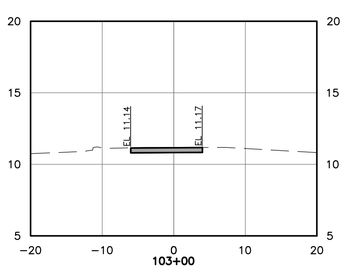

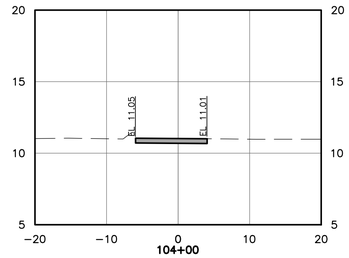

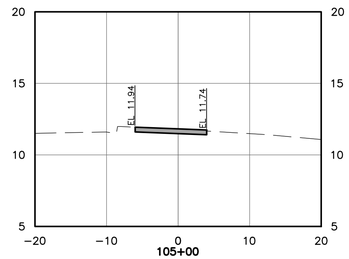

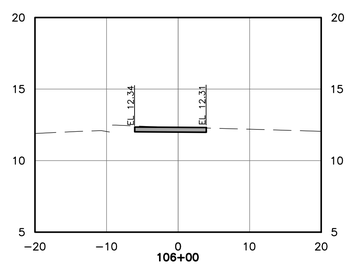

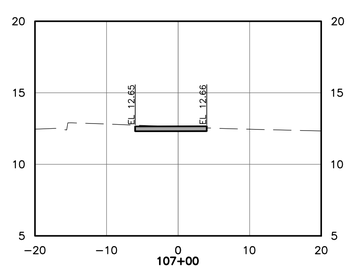

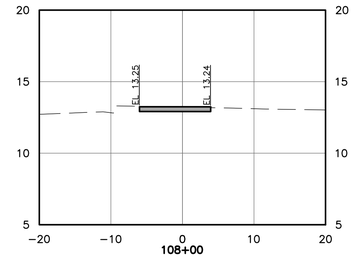

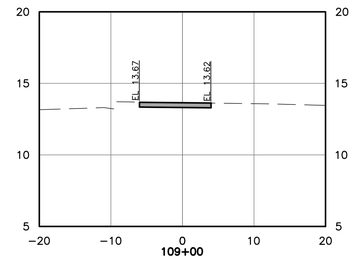

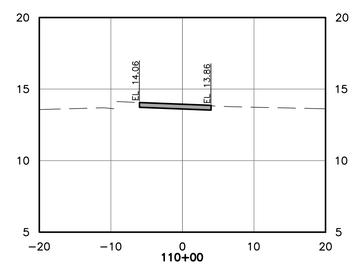

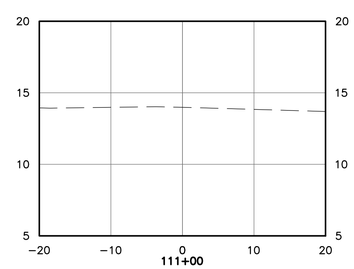

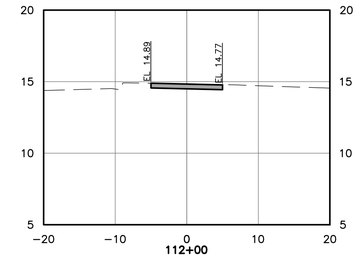

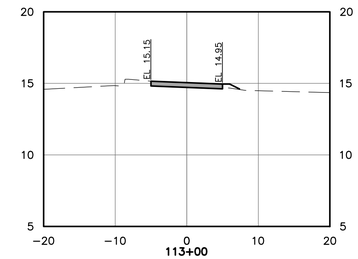

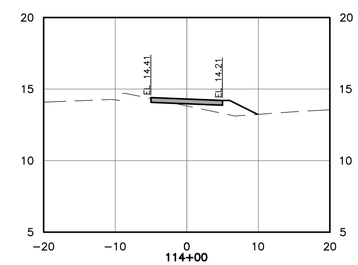

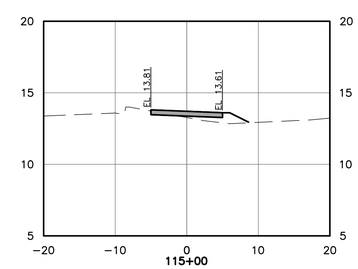

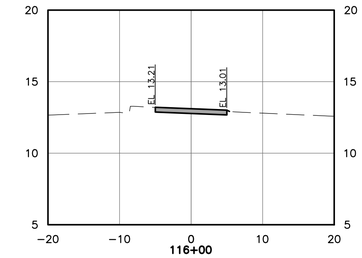

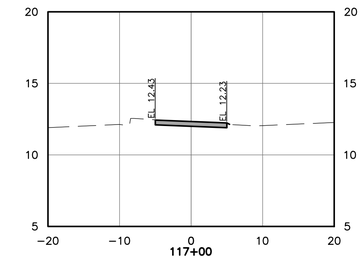

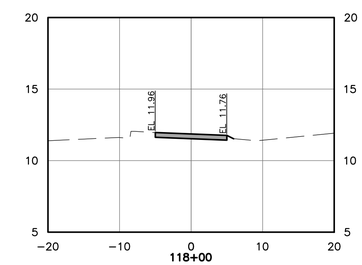

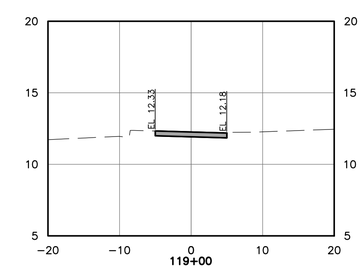

REV.NO.	DESCRIPTIONS	DATE
	REVISIONS	

SEAL

CURTIS R. BURKETT, P.E.
No. 41841

SEAL

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City Of Venice

CITY OF VENICE
EDMONDSON MULTI-USE TRAIL

SECTIONS 1 OF 3

DATE:	MARCH 2017
MCE PROJ. #	5883-0008
DRAWN	QES
DESIGNED	CRB
CHECKED	JSL
PROJ. MGR.	PJL

SCALE
HORIZONTAL: 1"=10'
VERTICAL: 1"=5'

DRAWING NUMBER
C06

STATUS: ISSUED FOR BID
REVISION

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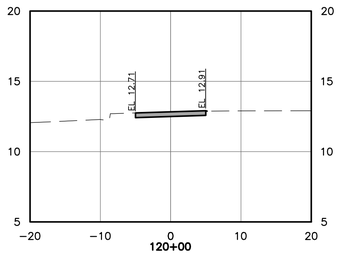

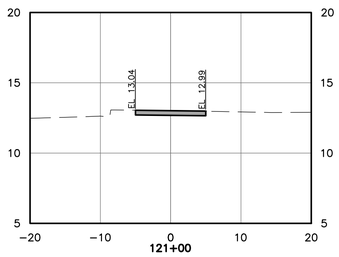

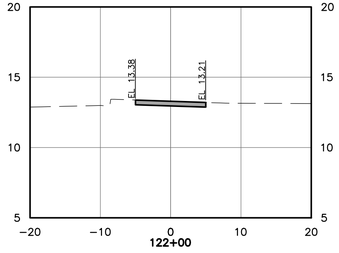

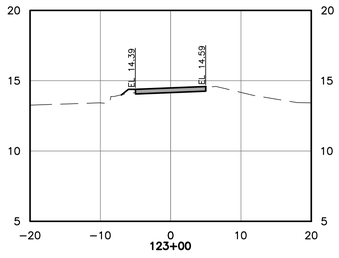

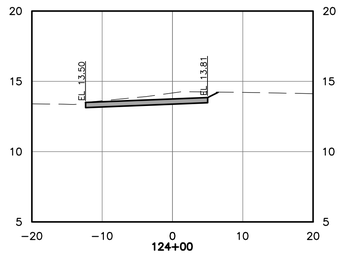

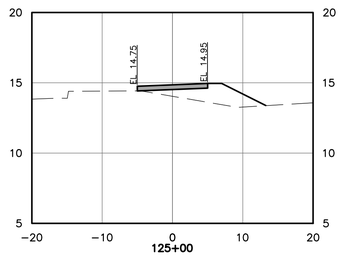

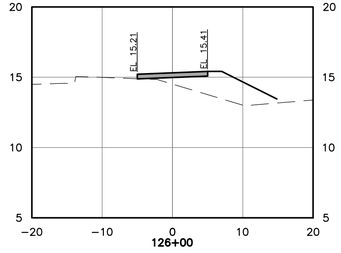

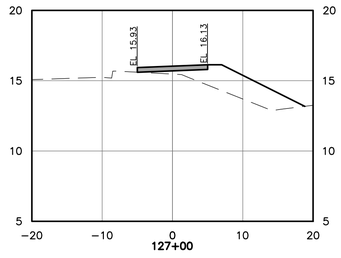

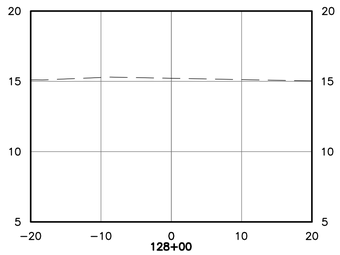

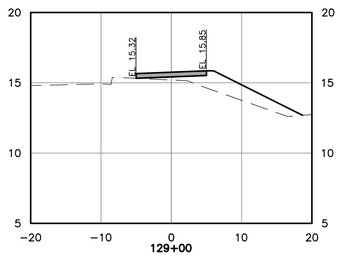

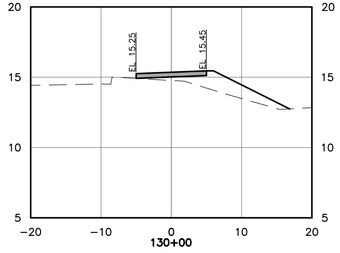

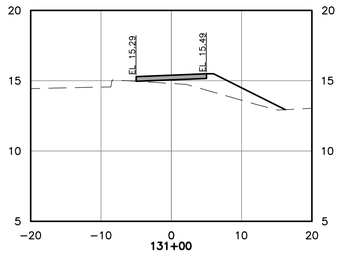

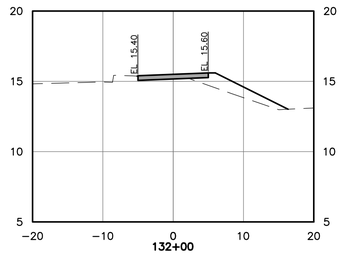

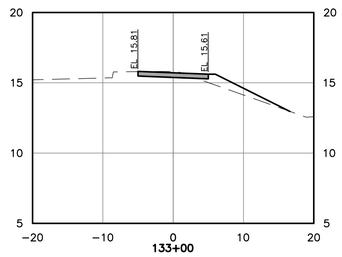

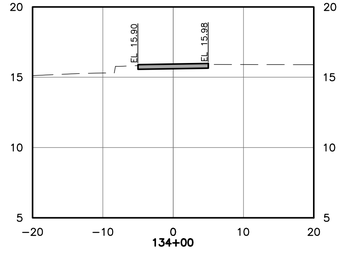

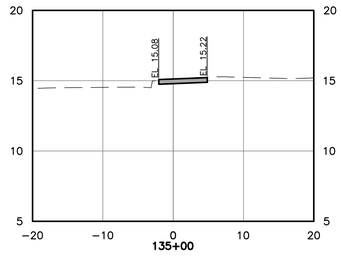

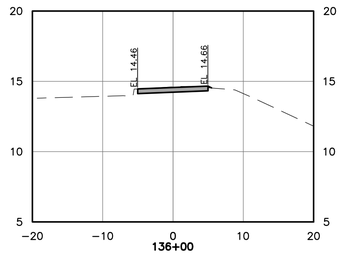

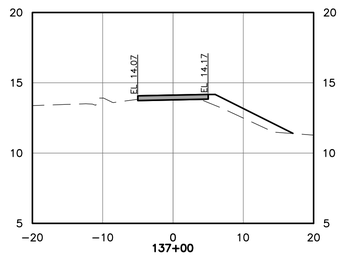

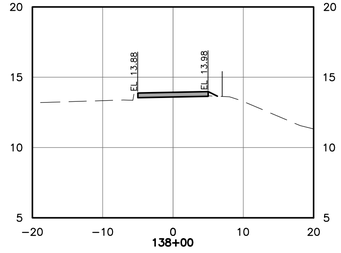

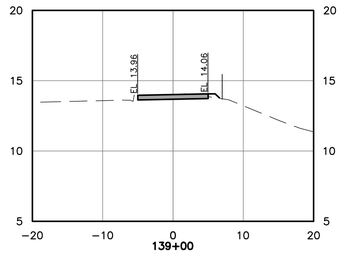

REV.NO.	DESCRIPTIONS	DATE

REVISIONS

SEAL

CURTIS R. BURKETT, P.E.
No. 41841

SEAL

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City Of Venice

CITY OF VENICE
EDMONDSON MULTI-USE TRAIL

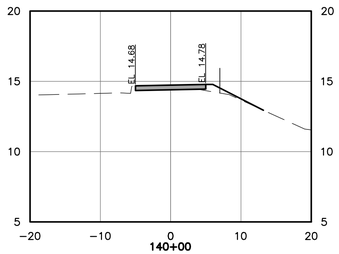
SECTIONS 2 OF 3

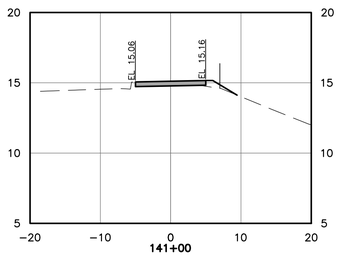
DATE:	MARCH 2017
MCE PROJ. #	5883-0008
DRAWN	QES
DESIGNED	CRB
CHECKED	JSL
PROJ. MGR.	PJL

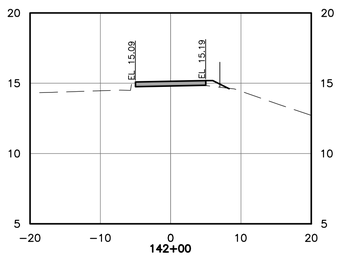
SCALE
HORIZONTAL: 1"=10'
VERTICAL: 1"=5'

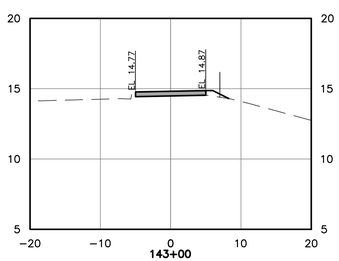
DRAWING NUMBER
C07

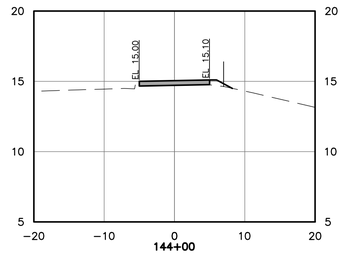
STATUS: ISSUED FOR BID
REVISION

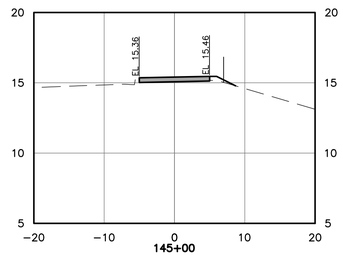


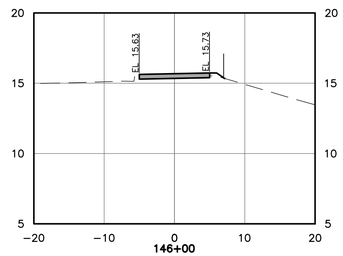


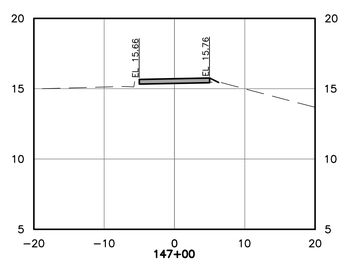


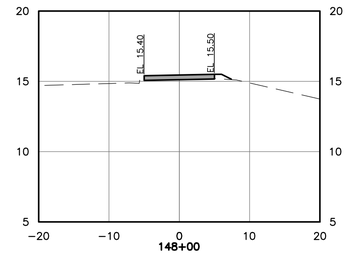


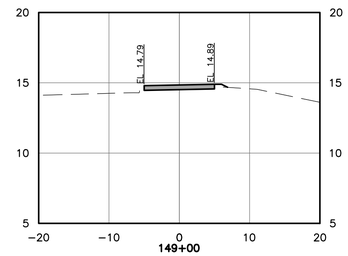


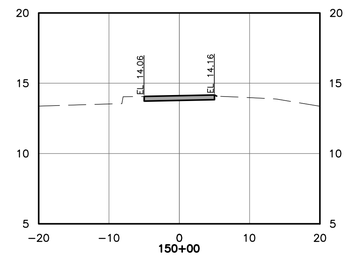


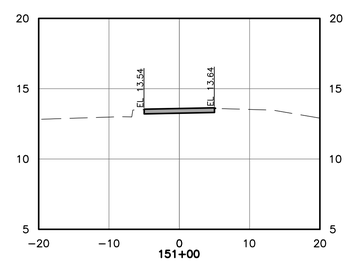


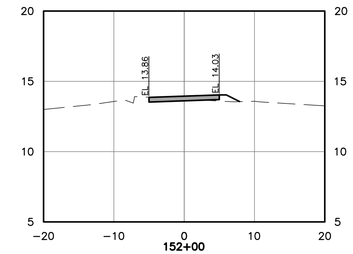


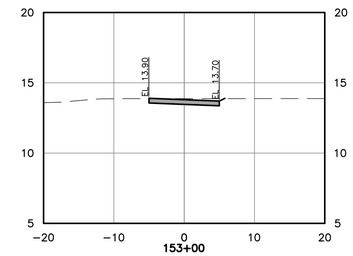












REV.NO.	DESCRIPTIONS	DATE

REVISIONS

SEAL

CURTIS R. BURKETT, P.E.
No. 41841

SEAL

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City Of Venice

CITY OF VENICE
EDMONDSON MULTI-USE TRAIL

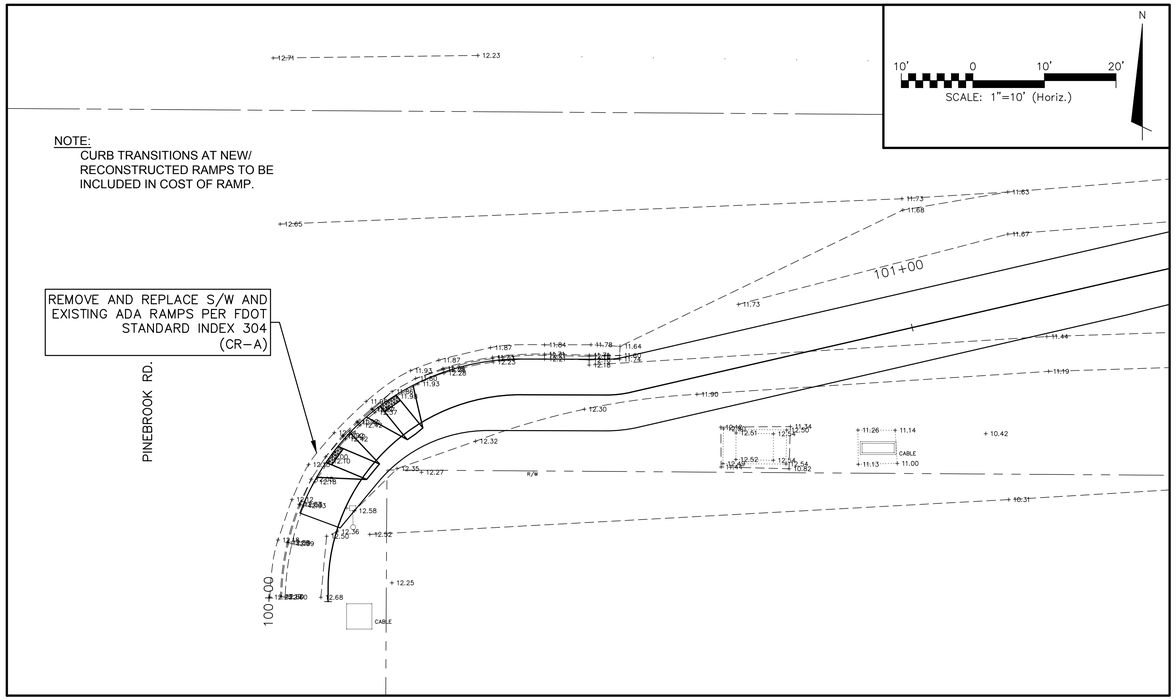
SECTIONS 3 OF 3

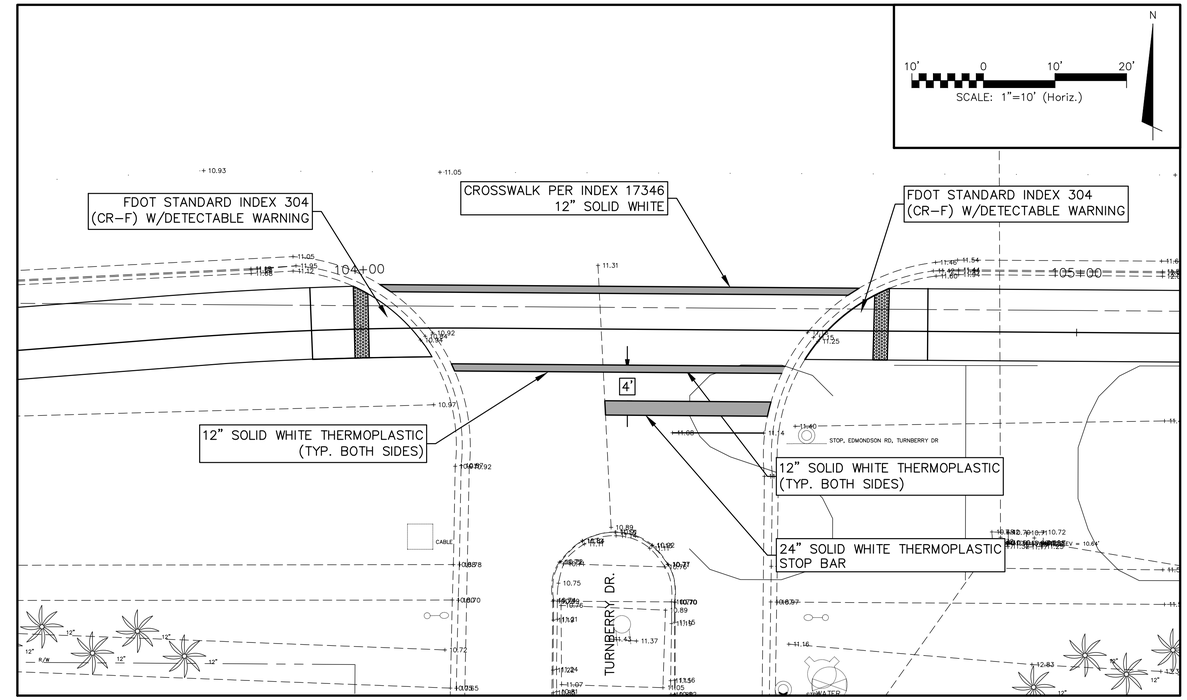
DATE:	MARCH 2017
MCE PROJ. #	5883-0008
DRAWN	QES
DESIGNED	CRB
CHECKED	JSL
PROJ. MGR.	PJL

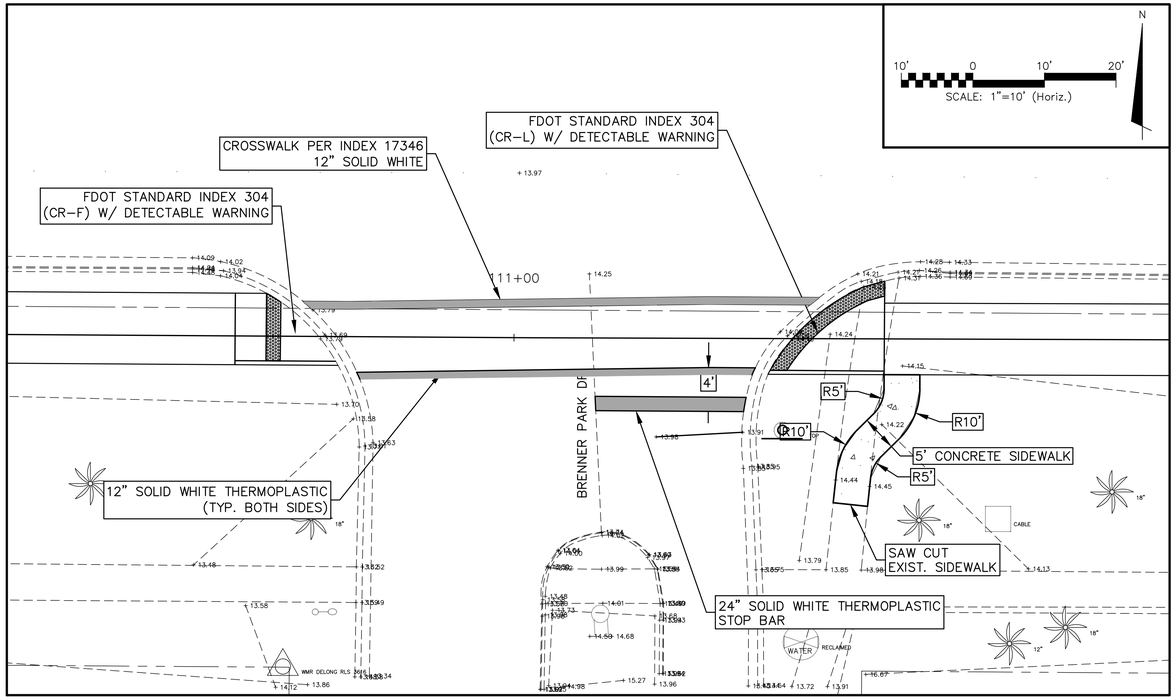
SCALE
HORIZONTAL: 1"=10'
VERTICAL: 1"=5'

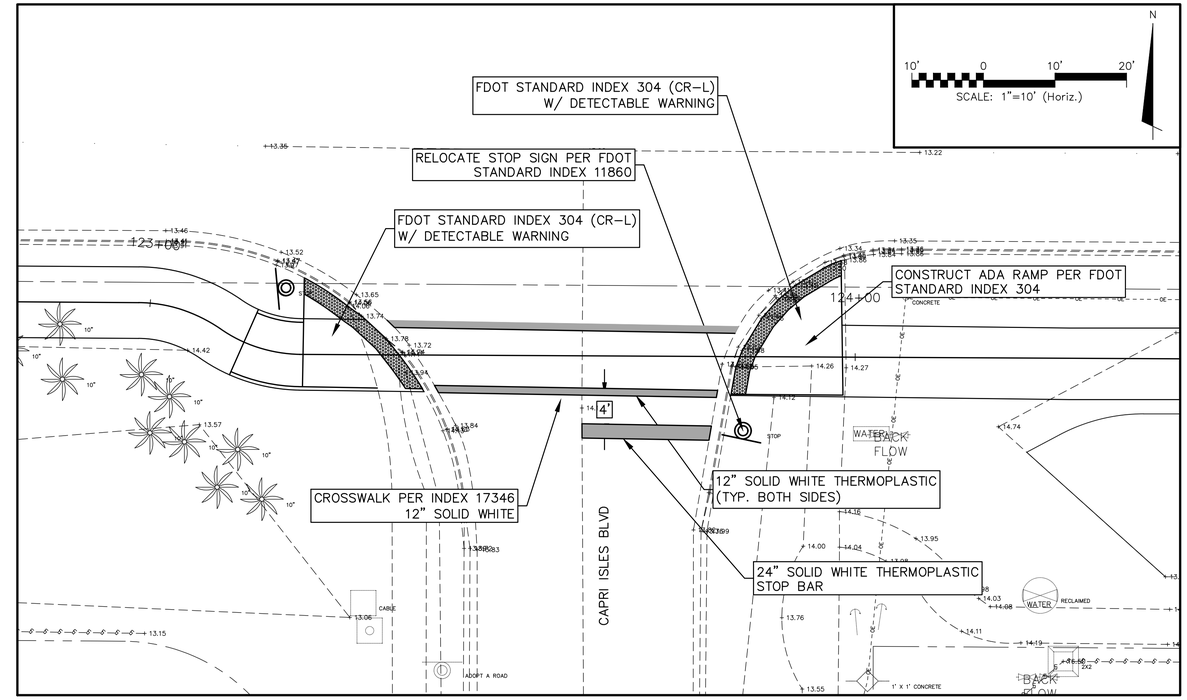
DRAWING NUMBER
C08

STATUS: ISSUED FOR BID
REVISION









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City Of Venice

CITY OF VENICE
EDMONDSON MULTI–USE TRAIL

INTERSECTION PLANS 1 OF 2

DATE:	MARCH 2017
MCE PROJ. #	5883–0008
DRAWN	QES
DESIGNED	CRB
CHECKED	JSL
PROJ. MGR.	PJL

SCALE
HORIZONTAL: 1" = 10'
VERTICAL: N/A

DRAWING NUMBER
C09

STATUS: ISSUED FOR BID
REVISION

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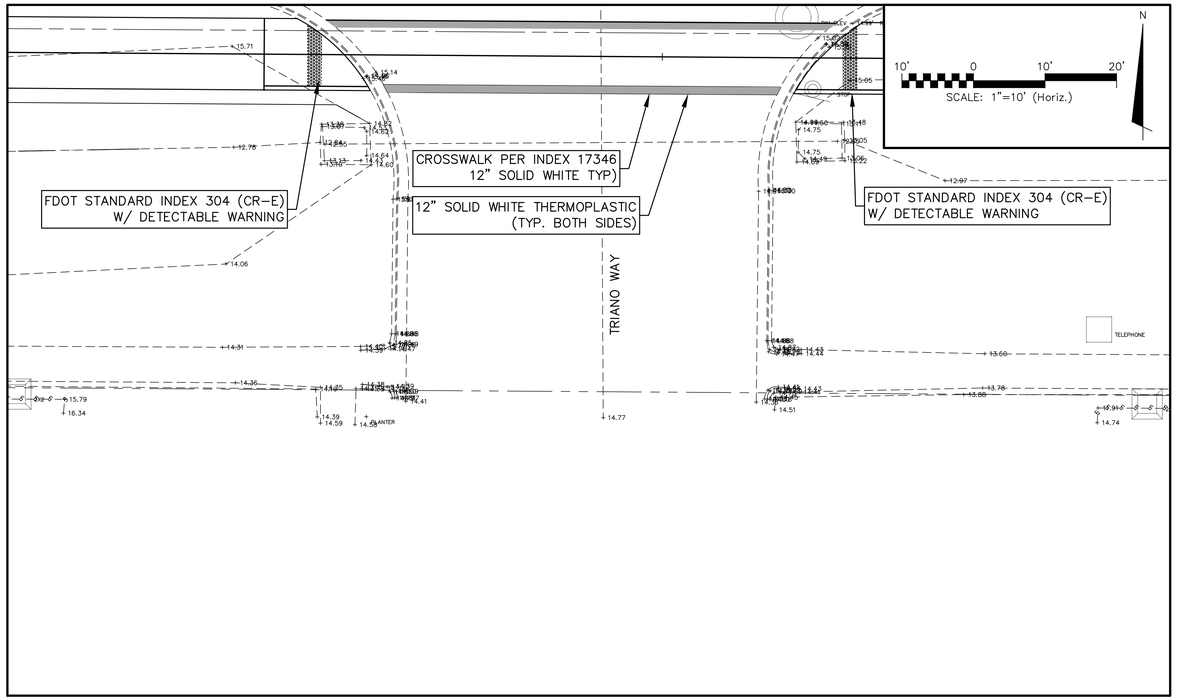

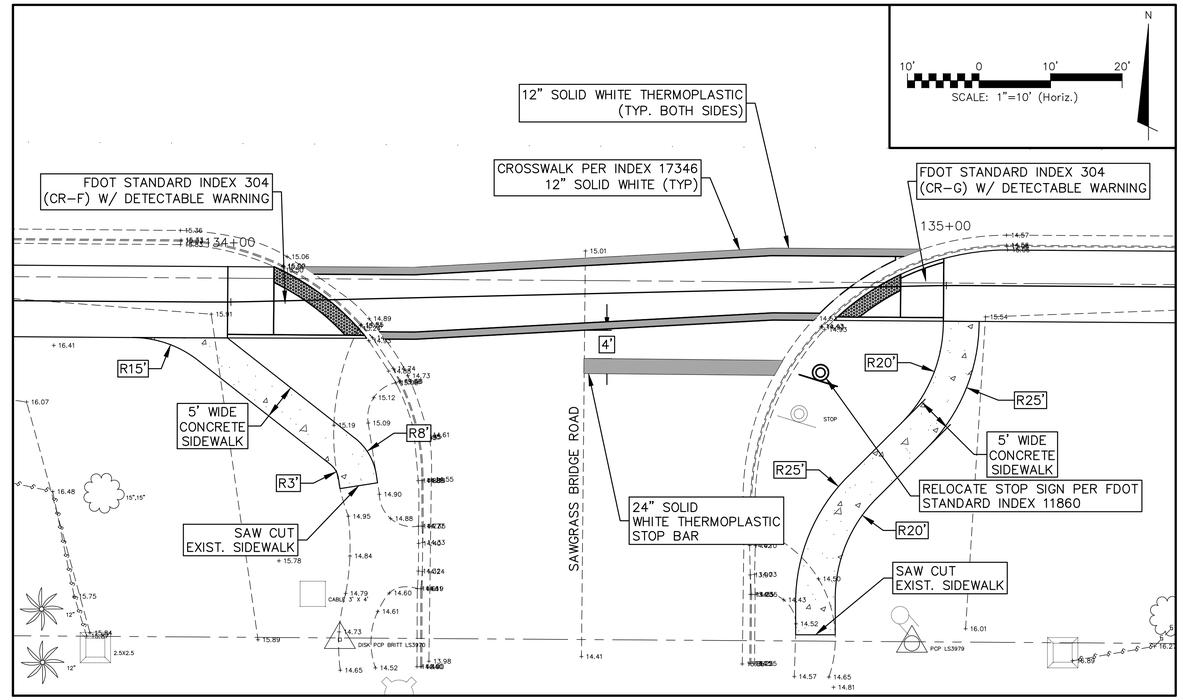

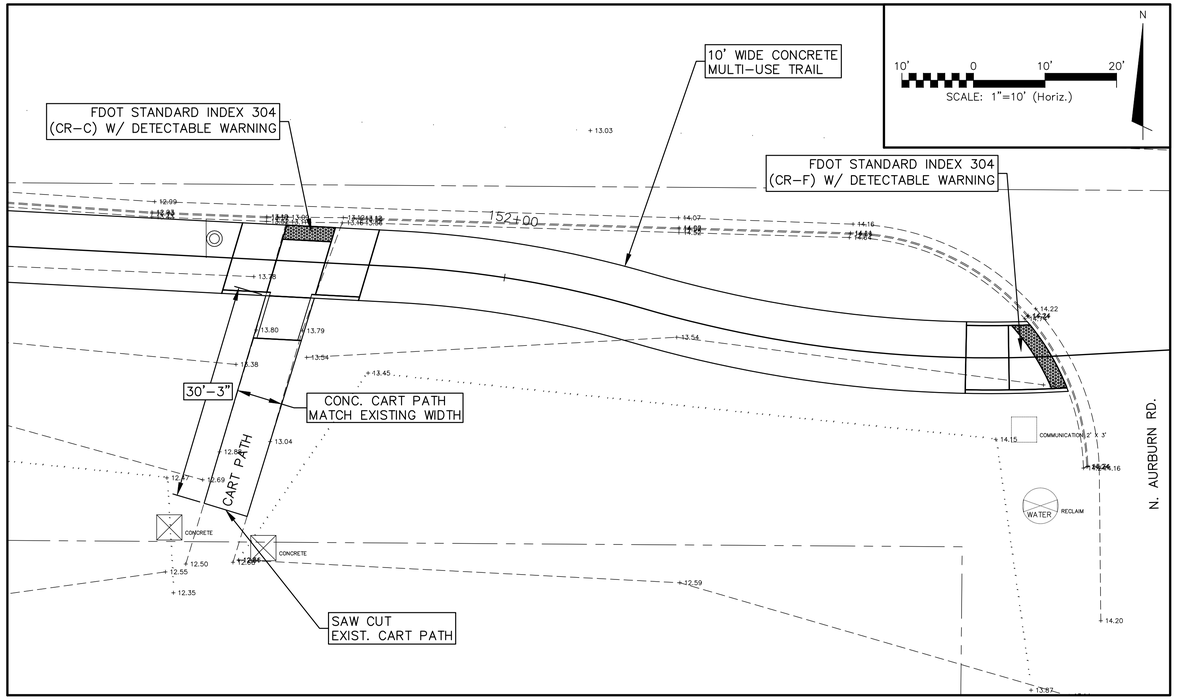

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City Of Venice

CITY OF VENICE
EDMONDSON MULTI-USE TRAIL

INTERSECTION PLANS 2 OF 2

DATE:	MARCH 2017
MCE PROJ. #	5883-0008
DRAWN	QES
DESIGNED	CRB
CHECKED	JSL
PROJ. MGR.	PJL

SCALE
HORIZONTAL: 1" = 10'
VERTICAL: N/A

DRAWING NUMBER
C10

STATUS: ISSUED FOR BID
REVISION

S:\5883\0008\05-Drawings\Civil\C401-5883C008.dwg, 3/1/2017 11:51:20 PM, Cathy Walker

1.) RECORD DRAWINGS SHALL BE IN THE SAME FORMAT AS THE APPROVED CONSTRUCTION DRAWINGS (PLAN AND PROFILE). THE RECORD DRAWINGS SHALL BE DEVELOPED, SIGNED, AND SEALED BY THE EOR. IN ORDER TO VERIFY CONFORMANCE WITH THE DESIGNED AND APPROVED CONSTRUCTION PLANS. THIS CERTIFIED INFORMATION SHALL BE PROVIDED TO THE EOR BY A PROFESSIONAL SURVEYOR & MAPPER (PSM) LICENSED IN THE STATE OF FLORIDA. FDEP CERTIFICATION OF COMPLETION WILL NOT BE SIGNED BY UTILITIES MANAGER UNTIL RECORD DRAWINGS ARE APPROVED.

2.) SPECIFICALLY, AS A MINIMUM, THE RECORD DRAWINGS SHALL CONSIST OF THE FOLLOWING:

a) ACCURATE DIMENSION SHALL BE PROVIDED FOR ALL IMPROVEMENTS TO BE TURNED OVER TO THE CITY UPON CONSTRUCTION COMPLETION. TYPICALLY, THIS INCLUDES PIPES, VALVES, MANHOLES, LIFT STATIONS, ROADWAYS, SIGNAGE, SIDEWALKS, SWALES, STORMWATER FACILITIES, ETC.

b) A MINIMUM OF TWO (2) SWING TIES SHALL BE PROVIDED FOR EACH VALVE, FITTING, AND OTHER UNDERGROUND APPURTENANCES AND SHOWN IN TABLE FORMAT. IF DISTANCE TO SWING TIE PT. (MANHOLE, CURB INLET, ETC.) IS MORE THAN 200', A BRASS DISC (SEE VALVE BOX DETAIL) MAY BE SET IN CURB WITH DESIGNATION "ST#." PROPOSED SWING TIE TABLE SHOULD BE INCLUDED WITH CONSTRUCTION PLANS.

c) TOP OF PIPE ELEVATIONS AND FINISH GRADE ELEVATIONS SHALL BE PROVIDED AT A MAXIMUM OF 100 FOOT INTERVALS.

d) EASEMENTS, RIGHT-OF-WAYS AND PROPERTY LINES SHALL BE CORRECTLY SHOWN AND CONSISTENT WITH ANY RECORDED PLATS. IF A BLANKET EASEMENT HAS BEEN GRANTED, PLACE APPROPRIATE NOTE ON EACH PERTINENT PLAN SHEET.

3.) RECORD DRAWING SUBMITTAL PROCEDURE:

a) SUBMIT THREE (3) COPIES TO THE CITY ENGINEER'S OFFICE AS PRELIMINARY RECORD DRAWING FOR REVIEW AND COMMENT BY CITY STAFF. FIELD VERIFICATION OF SAID IMPROVEMENTS WILL BE CONDUCTED AT THIS TIME. ALL SPARE PARTS SHALL BE DELIVERED TO THE CITY OF VENICE PRIOR TO RECORD DRAWING REVIEW.

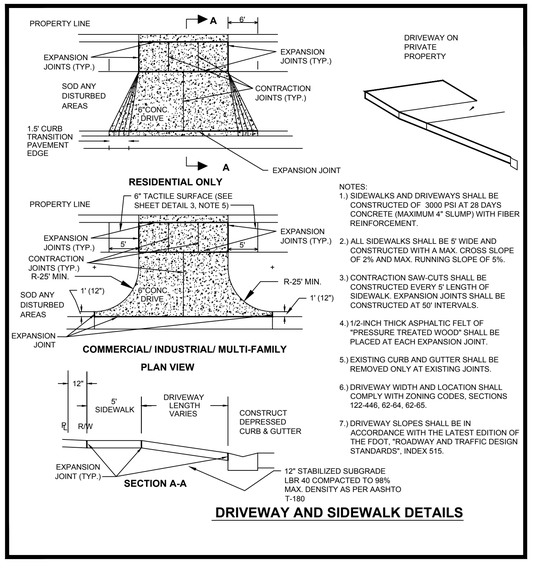
b) UPON INTEGRATION OF CITY COMMENTS, SUBMIT THREE (3) ORIGINAL SETS OF FINAL RECORD DRAWINGS (WITH EOR SIGNATURE AND SEAL) TO THE CITY ENGINEER'S OFFICE.

c) SUBMIT, IN AUTOCAD AND PDF FORMAT, ALL ELECTRONIC FILES NECESSARY TO PRINT/PLOT THE RECORD DRAWINGS. THIS SHALL BE PROVIDED ON CD-ROM.

d) THE EOR (ENGINEER OF RECORD) SHALL SUBMIT SWFWMD STORMWATER RECORD DRAWINGS AND "STATEMENT OF COMPLETION FORM AND REQUEST TO TRANSFER TO OPERATION ENTITY" FORM TO THE CITY.

e) A CERTIFICATE OF OCCUPANCY (C.O.) SHALL NOT BE GRANTED IF THE ABOVE RECORD DRAWING SUBMITTAL REQUIREMENTS HAVE NOT BEEN MET.

RECORD DRAWING REQUIREMENTS



NOTES:

1.) SIDEWALKS AND DRIVEWAYS SHALL BE CONSTRUCTED OF 3000 PSI AT 28 DAYS CONCRETE (MAXIMUM 4" SLUMP) WITH FIBER REINFORCEMENT.

2.) ALL SIDEWALKS SHALL BE 5' WIDE AND CONSTRUCTED WITH A MAX. CROSS-SLOPE OF 2% AND MAX. RUNNING SLOPE OF 5%.

3.) CONTRACTION SAW-CUTS SHALL BE CONSTRUCTED EVERY 5' LENGTH OF SIDEWALK. EXPANSION JOINTS SHALL BE CONSTRUCTED AT 50' INTERVALS.

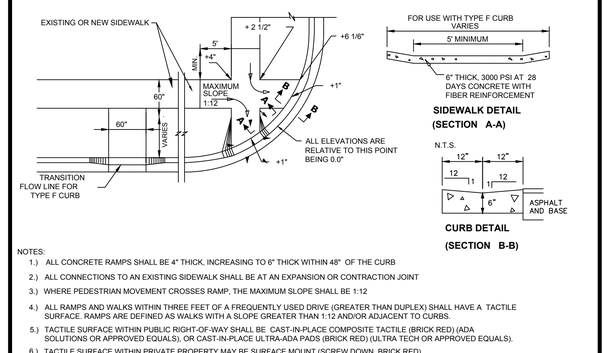
4.) 1/2-INCH THICK ASPHALTIC FELT OF "PRESSURE TREATED WOOD" SHALL BE PLACED AT EACH EXPANSION JOINT.

5.) EXISTING CURB AND GUTTER SHALL BE REMOVED ONLY AT EXISTING JOINTS.

6.) DRIVEWAY WIDTH AND LOCATION SHALL COMPLY WITH ZONING CODES, SECTIONS 122-446, 62-64, 62-65.

7.) DRIVEWAY SLOPES SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE FDOT, "ROADWAY AND TRAFFIC DESIGN STANDARDS", INDEX 515.

DRIVEWAY AND SIDEWALK DETAILS



NOTES:

1.) ALL CONCRETE RAMPS SHALL BE 4" THICK, INCREASING TO 6" THICK WITHIN 48" OF THE CURB

2.) ALL CONNECTIONS TO AN EXISTING SIDEWALK SHALL BE AT AN EXPANSION OR CONTRACTION JOINT

3.) WHERE PEDESTRIAN MOVEMENT CROSSES RAMP, THE MAXIMUM SLOPE SHALL BE 1:12

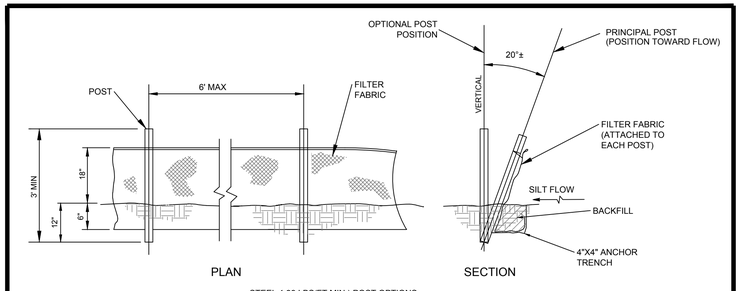
4.) ALL RAMPS AND WALKS WITHIN THREE FEET OF A FREQUENTLY USED DRIVE (GREATER THAN DUPLEX) SHALL HAVE A TACTILE SURFACE. RAMPS ARE DEFINED AS WALKS WITH A SLOPE GREATER THAN 1:12 AND/OR ADJACENT TO CURBS.

5.) TACTILE SURFACE WITHIN PUBLIC RIGHT-OF-WAY SHALL BE CAST-IN-PLACE COMPOSITE TACTILE (BRICK RED) (ADA SOLUTIONS OR APPROVED EQUALS), OR CAST-IN-PLACE ULTRA-ADA PADS (BRICK RED) (ULTRA TECH OR APPROVED EQUALS).

6.) TACTILE SURFACE WITHIN PRIVATE PROPERTY MAY BE SURFACE MOUNT (SCREW DOWN, BRICK RED).

7.) ALL MATERIALS & METHODS OF CONSTRUCTION SHALL BE IN ACCORDANCE WITH LATEST EDITION OF THE FDOT, "STANDARDS FOR ROAD & BRIDGE CONSTRUCTION". IN ADDITION, CONCRETE SHALL BE 3000 PSI AT 28 DAYS WITH A MAXIMUM 4" SLUMP AND FIBER REINFORCEMENT.

TYPICAL HANDICAPPED RAMP

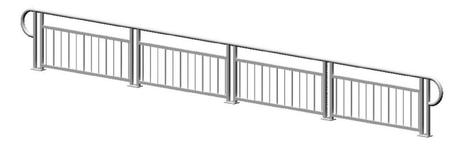


STEEL 1.33 LBS/FT MIN.) POST OPTIONS: WOOD 2"X4" OR 2 1/2" DIA.

SILT FENCE

(FDOT INDEX No. 102)

ALUMINUM PEDESTRIAN/BICYCLE RAILING		
STA 102+28 TO STA 102+69	42" HEIGHT	TYPE 1 PICKET INFILL

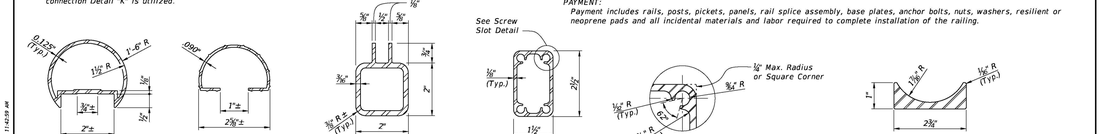


3D VIEW OF RAILING WITH TYPE 1 - PICKET INFILL PANEL (42" Height shown, 48" Height Similar)

TABLE 1 - RAILING MEMBERS

MEMBER	ALLOY(1)	DESIGNATION	OUTSIDE DIMENSION	WALL THICKNESS
Posts (Type "A" & "B")	6061-T6	RT 2x2x.250	2.00" x 2.00"	0.250"
Posts (Type "C")	6061-T6	Extrusion 1½x2½x.125	1.50" x 2.50"	0.125"
Top Plate (Type "C")	6061-T6	Extrusion (See Details)	2⅜" x 7"	Varies
Top Rail	6061-T6	2½" NPS (Sch. 10)	2.875"	0.120"
		3" Round Top Cap Rail	3.000"	0.125"
End Hoops	6063-T5	2½" NPS (Sch. 10)	2.875"	0.120"
		3.00 OD x 0.125 Wall	3.000"	0.125"
Top Rail Joint/Splice Sleeves	6063-T5	2.50 OD x 0.125 Wall	2.500"	0.125"
		Top Cap Rail Inner Sleeve	2.800"	0.090"
Intermediate & Bottom Rail	6061-T6	RT 2x2x.250	2.00" x 2.00"	0.250"(2)
Int. & Bottom Rail Post Connection Sleeve	6063-T5	1.50 OD x 0.125 Wall(3)	1.500"	0.125"
Handrail Joint/Splice Sleeves	6063-T5	1" NPS (Sch. 40)	1.315"	0.133"
	6063-T5	1.50 OD x 0.125 Wall	1.500"	0.125"
Handrails	6061-T6	1½" NPS (Sch. 40)	1.900"	0.145"
Handrail Support Bar	6061-T6	¾" Ø Round Bar	0.750"	N/A
Pickets (Type 1 Infill Panel)	6061-T6	¾" Ø Round Bar	0.750"	N/A
Infill Panel Members (Types 2 - 5)	6063-T5	Varies (See Details)	Varies	Varies

TABLE 1 NOTES:
(1) Alloy 6061-T6 or 6063-T52 & T6 may be substituted for Alloy 6063-T5.
(2) 0.188" wall thickness permitted for rails with post spacings less than 5'-9".
(3) 1" NPS (Sch. 40) non-slit rail sleeves may be substituted when welded connection Detail "K" is utilized.



NOTES:

DESIGN LOADS, GEOMETRY AND APPLICABILITY:
See the Instructions for Design Standards for the design loads, geometry and applicability requirements.

GENERAL:
Adequate foundation support shall be provided for anchorage and stability against overturning (See Sheet 8). See Index No. 861 for special requirements and modifications for use on bridges. The railing shown on these drawings requires a handrail for ramps steeper than a 5% grade to conform with the requirements of the Americans with Disabilities Act (ADA).

RAILS, PANELS AND POSTS:
Structural Extrusions. Tube, Pipe and Bar shall be in accordance with Table 1 and ASTM B221 or ASTM B429. Top, bottom and intermediate rail corner bends with maximum 4'-0" post spacing, may be Alloy 6063-T6. Perforated panels (Type 5) shall be Alloy 3003-H14. Posts shall be fabricated and installed plumb, ± 1" tolerance when measured at 3'-6" above the foundation. Pickets and vertical panel elements shall be fabricated parallel to the posts, except that Type 2, 3 & 5 panel infills may be fabricated parallel to the longitudinal grade. Corners and changes in tangential longitudinal alignment shall be made continuous with a 9" bend radius or terminate at adjoining sections with mitered end sections when handrails are not required. For changes in tangential longitudinal alignment greater than 45°, posts shall be positioned at a maximum distance of 2'-0" each side of the corner and shall not be located at the corner apex. For curved longitudinal alignments the top and bottom rails and handrails shall be shop bent to match the alignment radius.

BASE PLATES AND RAIL CAPS:
Base Plates and Post Cap plates shall be in accordance with ASTM B209, Alloy 6061-T6.

SHIM PLATES:
Shim Plates shall be aluminum in accordance with ASTM B209, Alloy 6061 or 6063. Shim plates shall be used for foundation height adjustments greater than ¼" between 3 posts and localized irregularities greater than ⅛" beneath base plates. Field trim shim plates when necessary to match the contours of the foundation. Beveled shim plates may be used in lieu of trimmed flat shim plates shown. Stacked shim plates must be bonded together with adhesive bonding material and limited to a maximum total thickness of ½", unless longer anchor bolts are provided for the exposed thread length.

ANCHOR BOLTS:
Anchor bolts shall be in accordance with ASTM F1554 (Grade 36 for ⅜" Ø and Grade 55 for ¾" Ø 4-Bolt Anchorage). Headless anchor bolts for Adhesive Anchors shall be threaded full length. Cutting of reinforcing steel is permitted for drilled hole installation. Expansion Anchors are not permitted. All anchor bolts shall have single self-locking hex nuts. Tack welding of the nut to the anchor bolt may be used in lieu of self-locking nuts. All nuts shall be in accordance with ASTM A563 or ASTM A194. Flat Washers shall be in accordance with ASTM F436 and Plate Washers (for long slotted holes only), shall be in accordance with ASTM A36 or ASTM A709 Grade 36. After the nuts have been snug tightened, distort the anchor bolt threads to prevent removal of the nuts. Distorted threads and tack welds shall be coated with a galvanizing compound in accordance with the Specifications.

RESILIENT AND NEOPRENE PADS:
Resilient and Neoprene pads shall be in accordance with Specification Section 932 except that testing of the finished pads shall not be required. Neoprene pads shall be durometer hardness 60 to 80.

JOINTS:
Grind welded joints as necessary to remove burs and weld splatter, additionally remove any sharp edges on rails to prevent injury. Grind all plug welds smooth. Expansion joints shall be spaced at a maximum 40'-0". Field splices similar to the expansion joint detail may be approved by the Engineer to facilitate handling, but top rail must be continuous across a minimum of two posts. For intermediate and bottom horizontal rails the screwed joints shown on Sheet 4 may be substituted with alternate joints shown on Sheet 3 Detail "K" for Post Type "A" & "B".

WELDING:
All welding shall be in accordance with the American Welding Society Structural Welding Code (Aluminum) ANSI/AWS D1.2 (current edition). Filler metal shall be either ER5183, ER5356 or ER5556. Nondestructive testing of welds is not required. Filler metal for plug welds and bend splices may be ER4043.

COATINGS:
The aluminum railing shall be mill finish unless otherwise noted in the Contract Documents. All nuts, bolts and washers shall be galvanized in accordance with Specification Section 962.

SHOP DRAWINGS:
Details addressing project specific geometry (line & grade) showing post and expansion joint locations, post and panel type, anchor bolt installation "Case" or lengths, must be submitted by the Contractor for the Engineer's approval prior to fabrication of the railing. Shop drawings shall be in accordance with the Specifications.

PAYMENT:
Payment includes rails, posts, pickets, panels, rail splice assembly, base plates, anchor bolts, nuts, washers, resilient or neoprene pads and all incidental materials and labor required to complete installation of the railing.

LAST REVISION	REVISION	DESCRIPTION:	FDOT	FY 2016-17 DESIGN STANDARDS	ALUMINUM PEDESTRIAN/BICYCLE RAILING	INDEX NO.	SHEET NO.
01/01/16						862	1 of 9

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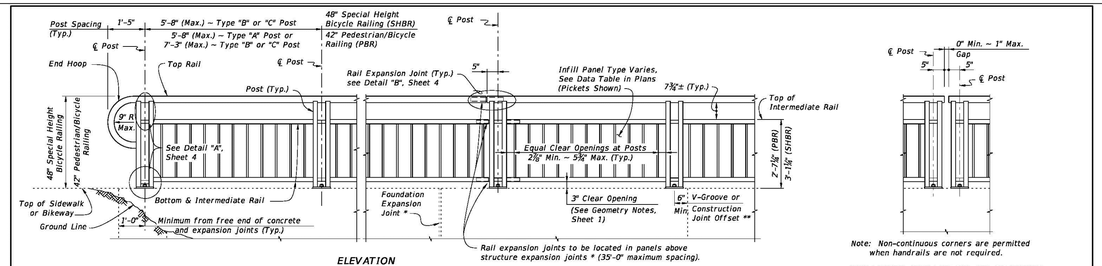
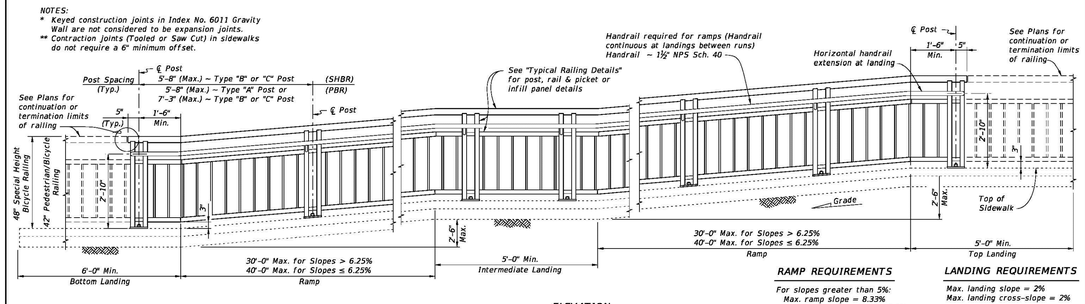


NOTES:
* Keyed construction joints in Index No. 6011 Gravity Wall are not considered to be expansion joints.
** Contraction joints (Tooled or Saw Cut) in sidewalks do not require a 6" minimum offset.



RAILINGS ON GRADES STEEPER THAN 5%
(Type 1 - Picket Railing Shown, Other Types Similar)

LAST REVISION	REVISION	DESCRIPTION:	FDOT	FY 2016-17 DESIGN STANDARDS	ALUMINUM PEDESTRIAN/BICYCLE RAILING	INDEX NO.	SHEET NO.
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REV.NO.	DESCRIPTIONS	DATE
	REVISIONS	

SEAL

CURTIS R. BURKETT, P.E.
No. 41841

SEAL

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City Of Venice

CITY OF VENICE
EDMONDSON MULTI-USE TRAIL

DETAILS 1 OF 4

DATE:	MARCH 2017
MCE PROJ. #	5883-0008
DRAWN	QES
DESIGNED	CRB
CHECKED	JSL
PROJ. MGR.	PJL

SCALE
HORIZONTAL:
VERTICAL:

DRAWING NUMBER
C11

STATUS: ISSUED FOR BID
REVISION

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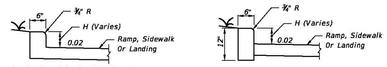
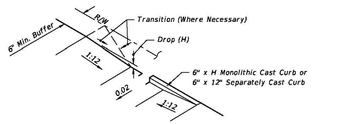


MONOLITHIC CAST CURB

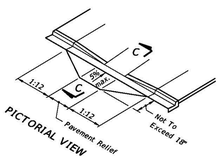
SEPARATELY CAST CURB

SIDEWALK CURB OPTIONS

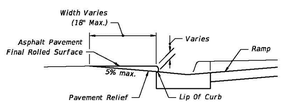


Construct Sidewalk Curb In Cut Sections.

SIDEWALK CURB



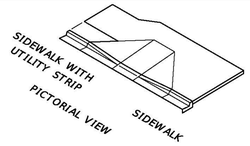
PICTORIAL VIEW



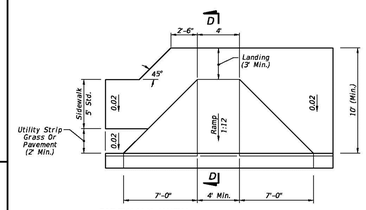
Note: Remove Elevated Pavement By Spading And Rolling; Smooth Milling; or Grinding

SECTION C-C

PAVEMENT RELIEF AT LIP OF CURB



PICTORIAL VIEW

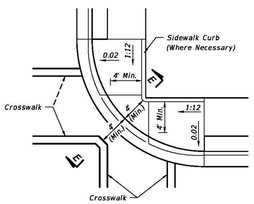


SIDEWALK WITH UTILITY STRIP

SIDEWALK

PLAN VIEW

CR-K

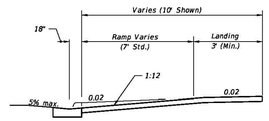


PLAN VIEW

CR-L

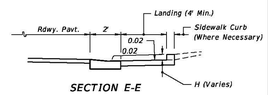
Note: Crosswalk Width and Configuration Vary; Must Conform to Index No. 17344 and 17346.

15' Radius Curve Shown for CR-L.



SECTION D-D

SECTION THROUGH RAMP AND LANDING (RESTRICTED CONDITIONS)

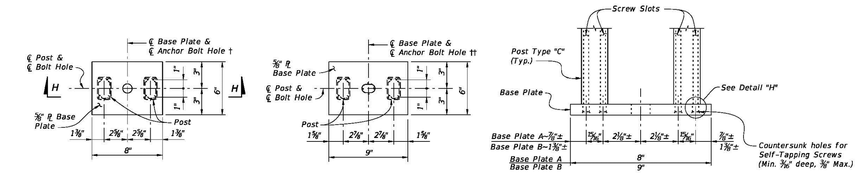


SECTION E-E

SECTION THROUGH LANDING (RESTRICTED CONDITIONS)

SIDEWALK CURB RAMPS WHERE RAMP AND LANDING DEPTHS ARE RESTRICTED

LAST REVISION	REVISION	DESCRIPTION:			INDEX NO.	SHEET NO.
07/01/13			FDOT 2015 DESIGN STANDARDS	DETECTABLE WARNINGS AND SIDEWALK CURB RAMPS	304	4 of 7

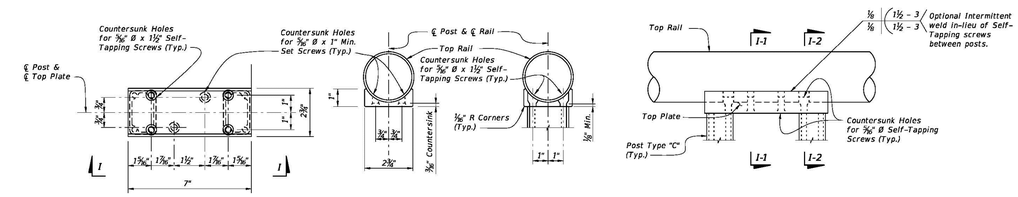


BASE PLATE A

BASE PLATE B

SECTION H-H (Screws Not Shown for Clarity)

BASE PLATE DETAILS FOR TYPE "C" POST



PLAN

SECTION "I-I"

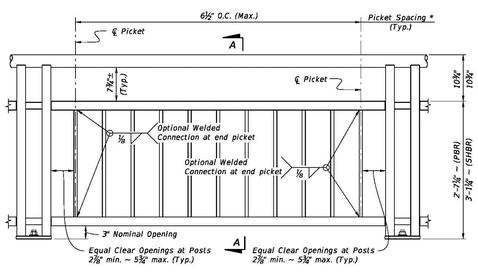
SECTION "I-2"

VIEW "I"

TOP PLATE DETAILS FOR TYPE "C" POST (Screws Not Shown For Clarity)

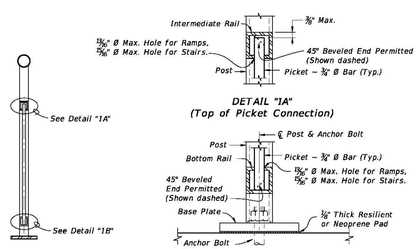
† See Sheet 4 for Notes.
†† See Sheet 4 for Notes.
††† Length varies for beveled posts on grades. Holes must be drilled plumb to align with screw slot.

LAST REVISION	REVISION	DESCRIPTION:			INDEX NO.	SHEET NO.
07/01/15			FDOT FY 2016-17 DESIGN STANDARDS	ALUMINUM PEDESTRIAN/BICYCLE RAILING	862	5 of 9



TYPE 1 - PICKET INFILL PANEL

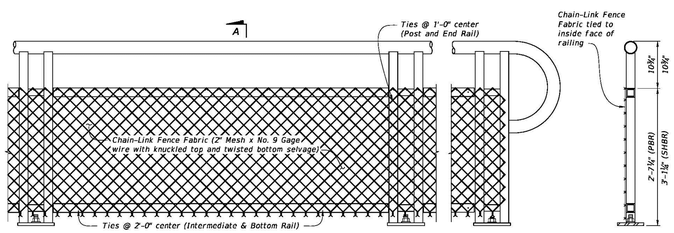
PICKET NOTES:
* Picket Spacing of 6 1/2" centers is based on a 3/4" Ø Bar for standard applications. When shown in the Contract Plans a 4 1/2" picket spacing may be required. If an alternate design is used, maintain a maximum clear opening of 5 7/8" for standard installations and 3 3/8" for special conditions.



SECTION A-A

DETAIL "1A" (Top of Picket Connection)

DETAIL "1B" (Bottom of Picket Connection)



TYPE 2 - CHAIN-LINK (Continuous Infill Panel)

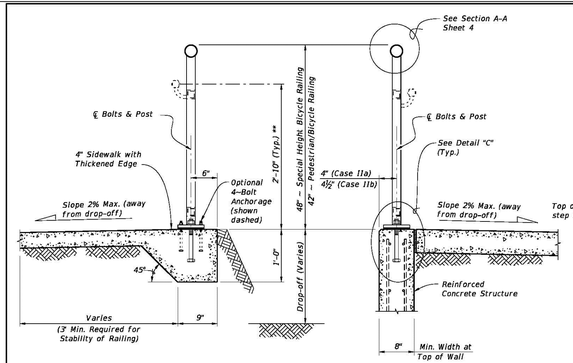
SECTION A-A

NOTES:
1. See Plans for Infill Panel option required.

TABLE 2 - CHAIN-LINK PANEL COMPONENT MATERIALS		
COMPONENT	ASTM	COMPONENT INFORMATION
Chain-Link Fence Fabric (2" mesh with twisted bottom and knuckled top selvage)	A 392	Zinc-Coated Steel – No. 9 gage (coated wire diameter), Class 2 Coating
	A 491	Aluminum-Coated Steel – No. 9 gage (coated wire diameter)
	F 668	Polyvinyl Chloride (PVC) Coated Steel – No. 9 gage Zinc-Coated Wire (metallic-coated core wire diameter) – See Plans for specified color of PVC.
Tie Wires	F 626	Zinc-Coated Steel Wire – No. 9 gage with coating to match Chain-Link Fence Fabric.
Tension Bars	F 626	3/16" (min. thickness) x 3/4" (min. width) x 2'-3" (min. height) Steel Bars
Miscellaneous Fence Components	F 626	Zinc-Coated Steel

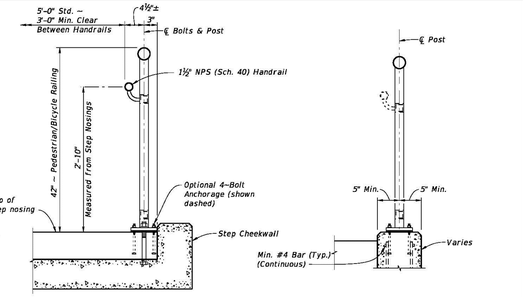
CHAIN-LINK PANEL NOTE:
Chain-Link Fence Fabric shall be continuous along limits of railing. Splicing of Chain-Link panels using Tension Bars at 20'-0" minimum increments is permitted.

LAST REVISION	REVISION	DESCRIPTION:			INDEX NO.	SHEET NO.
07/01/15			FDOT FY 2016-17 DESIGN STANDARDS	ALUMINUM PEDESTRIAN/BICYCLE RAILING	862	6 of 9



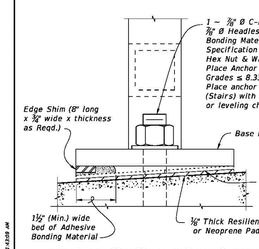
TYPICAL SECTION ON CONCRETE SIDEWALK (Case I)

TYPICAL SECTION ON RETAINING WALL (Case II)

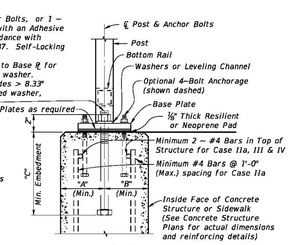


TYPICAL SECTION ON STEPS & STAIRS (Case III)

TYPICAL SECTION FOR 4-BOLT ANCHORAGE (Case IV)



DETAIL "D" (OPTIONAL SHIMMING DETAIL FOR CROSS SLOPE CORRECTION) (Used in lieu of Beveled Shim Plates)



DETAIL "C" (Cast-In-Place Anchor Bolts shown, Adhesive Anchors similar)

ANCHOR BOLT TABLE							
CASE	STRUCTURE TYPE	DIMENSIONS			ANCHOR LENGTH		ANCHOR SIZE
		"A" Edge Dist.	"B" Edge Dist.	"C" Embedment	C.I.P. Hex Head Bolt	Adhesive Anchor	
I	Unreinforced Concrete	6"	1'-2"	9"	10 1/2"	11"	7/8" Ø
IIa	Reinforced Concrete	4"	4"	9"	10 1/2"	11"	7/8" Ø
IIb	Gravity Wall Index No. 6011	4 1/2"	3 1/2" @ top	1'-0" *	1'-1 1/2"	1'-2"	7/8" Ø
III	Step Cheekwall	4 1/2"	4 1/2"	9"	10 1/2"	11"	7/8" Ø
IV	Varies	5"	5"	5"	6 1/2"	7"	7/16" Ø

* Embedment length "C" may be reduced to 9" for the 42" height railings for Case IIb, when the post spacing does not exceed 5'-0".

** When required; measured from top of sidewalk (Typ.)

LAST REVISION	REVISION	DESCRIPTION:			INDEX NO.	SHEET NO.
07/01/15			FDOT FY 2016-17 DESIGN STANDARDS	ALUMINUM PEDESTRIAN/BICYCLE RAILING	862	9 of 9

REV.NO.	DESCRIPTIONS	DATE
	REVISIONS	

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City Of Venice

CITY OF VENICE
EDMONDSON MULTI-USE TRAIL

DETAILS 2 OF 4

DATE:	MARCH 2017
MCE PROJ. #	5883-0008
DRAWN	QES
DESIGNED	CRB
CHECKED	JSL
PROJ. MGR.	PJL

SCALE
HORIZONTAL:
VERTICAL:

DRAWING NUMBER C12

STATUS: ISSUED FOR BID

REVISION

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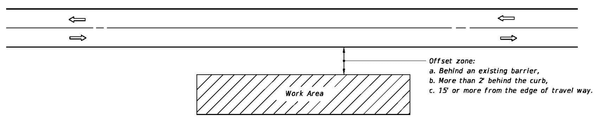


GENERAL NOTES

1. If the work operation (excluding establishing and terminating the work area) requires that two or more work vehicles cross the offset zone in any one hour, traffic control will be in conformance with Index No. 602.
2. No special signing is required.
3. When a side road intersects the highway within the work area, additional TTC devices shall be placed in accordance with other applicable TCZ Indexes.
4. When construction activities encroach on a sidewalk refer to Index No. 660.
5. For general TCZ requirements and additional information, refer to Index No. 600.

SYMBOLS

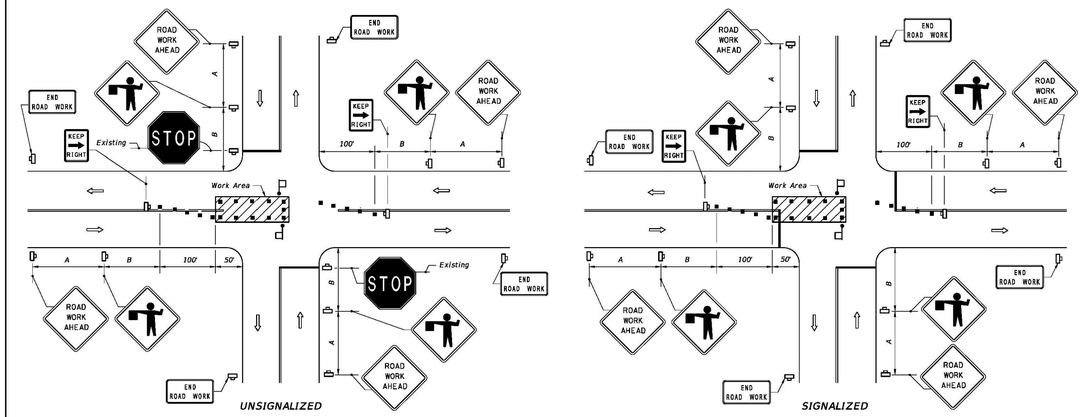
- Work Area
- Lane Identification + Direction of Traffic

CONDITIONS

WHERE ANY VEHICLE, EQUIPMENT, WORKERS AND THEIR ACTIVITIES ARE BEHIND AN EXISTING BARRIER, MORE THAN 2' BEHIND THE CURB, OR 15' OR MORE FROM THE EDGE OF TRAVEL WAY.

6/16/2015 10:40:27 AM

LAST REVISION	REVISION	DESCRIPTION:	FDOT 2016 DESIGN STANDARDS	TWO-LANE, TWO-WAY, WORK OUTSIDE SHOULDER	INDEX NO.	SHEET NO.
07/01/05					601	1 of 1



SYMBOLS

- Work Area
- Channelizing Device (See Index No. 600)
- Work Zone Sign
- Flagger
- Stop Bar
- Lane Identification + Direction of Traffic

GENERAL NOTES

1. The FLAGGER legend sign may be substituted for the symbol sign.
2. When vehicles in a parking zone block the line of sight to TCZ signs, the signs shall be post mounted and located in accordance with Index No. 17302.
3. If the work space extends across a crosswalk, the crosswalk should be closed using the information in Index No. 660.
4. Flaggers shall be located where they can control more than one direction of traffic.

   Flaggers shall be in sight of each other or in direct communication at all times.
5. Maximum spacing between channelizing devices shall be not greater than 20'.
6. Temporary signal phasing modifications are to be approved by the District Traffic Operations Engineer prior to the beginning of work.
7. For general TCZ requirements and additional information, refer to Index No. 600.
8. For unsignalized intersections, use Temporary Raised Rumble Strips in accordance with Index 603. Placement of Rumble Strips and additional signs should begin at FLAGGER sign location.

DURATION NOTES

1. ROAD WORK AHEAD AND END ROAD WORK sign may be omitted if all of the following conditions are met:
   a. Work operations are 60 minutes or less.
   b. Speed is 45 mph or less.
   c. No sight obstructions to vehicles approaching the work area for a distance equal to A plus B.
   d. Vehicles in the work area have high-intensity, rotating, flashing, oscillating, or strobe lights operating.
   e. Volume and complexity of the roadway has been considered.

DISTANCE BETWEEN SIGNS

Speed	Spacing (ft.) A	Spacing (ft.) B
40 mph or less	200	200
45 mph	350	350

CONDITIONS

WHERE ANY VEHICLE, EQUIPMENT, WORKERS OR THEIR ACTIVITIES ENCROACH ON THE PAVEMENT REQUIRING THE CLOSURE OF A PORTION OF ONE OR MORE TRAFFIC LANES IN AN INTERSECTION.

6/16/2015 10:40:31 AM

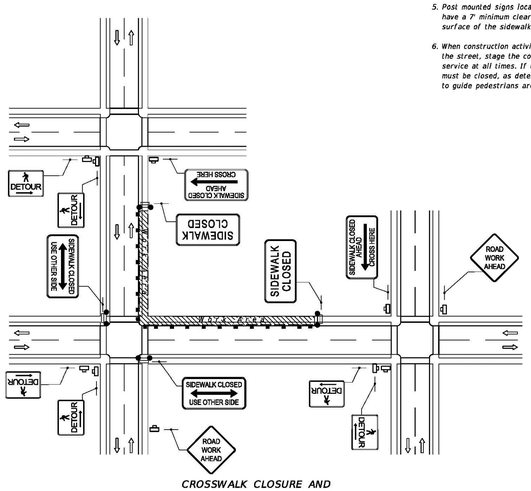
LAST REVISION	REVISION	DESCRIPTION:	FDOT 2016 DESIGN STANDARDS	TWO-LANE, TWO-WAY, WORK IN INTERSECTION	INDEX NO.	SHEET NO.
07/01/15					604	1 of 1

SYMBOLS

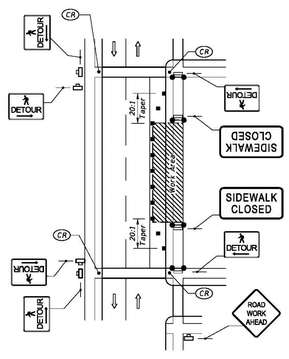
- Work Area
- Channelizing Device (See Index 600)
- Work Zone Sign
- (CR) Required Locations For Either Temporary Or Permanent Curb Ramps.
- Lane Identification + Direction of Traffic
- Pedestrian Longitudinal Channelizing Device (LCD) with Mounted Work Zone Sign
- Pedestrian Longitudinal Channelizing Device (LCD)

GENERAL NOTES

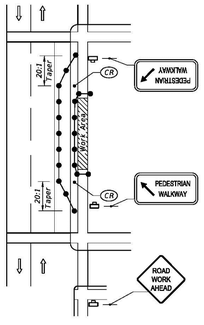
1. Route pedestrian traffic around work areas when construction activities encroach on the sidewalk for more than 60 minutes using the devices and remedies shown on this Index. Use project specific designs for scenarios not included on this Index.
2. For spacing of traffic control devices and general TCZ requirements refer to Index 600. The maximum spacing between barricades, vertical panels, drums or tubular markers is 25'.
3. Use delineators on longitudinal channelizing devices separating the work area from vehicular traffic.
4. Cover or deactivate pedestrian traffic signal display(s) controlling closed crosswalks.
5. Post mounted signs located near or adjacent to a sidewalk must have a 7' minimum clearance from the bottom of sign to the surface of the sidewalk.
6. When construction activities involve sidewalks on both sides of the street, stage the construction so that one sidewalk is in service at all times. If this is not feasible and both sidewalks must be closed, as determined by the Engineer, provide a detour to guide pedestrians around the construction zone.
7. Provide a 5' wide temporary walkway, except where space restrictions warrant a minimum width of 4'. Provide a 5' x 5' passing space for temporary walkways less than 5' in width at intervals not to exceed 200'.
8. Provide a cross-slope with a maximum value of 0.02 for all temporary walkways.
9. Temporary walkway surfaces and ramps must be stable, firm, slip resistant, and kept free of any obstructions and hazards such as holes, debris, mud, construction equipment and stored materials.
10. Remove temporary walkways immediately after reopening of the sidewalk, unless otherwise noted in the plans.
11. Meet the requirements of Index 304 for temporary curb ramps.
12. Place pedestrian longitudinal channelizing device(s) across the full width of the closed sidewalk. For temporary walkways, similar to the Sidewalk Diversion, place LCD's to delineate both sides of the temporary walkway.



CROSSWALK CLOSURE AND PESESTRIAN DETOUR



SIDEWALK DETOUR

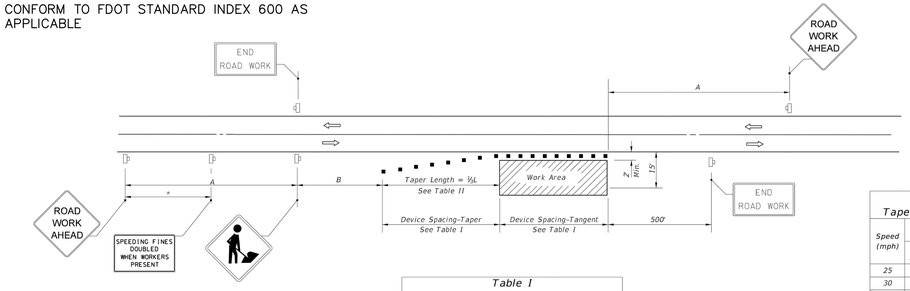


SIDEWALK DIVERSION

6/16/2015 11:03:38 AM

LAST REVISION	REVISION	DESCRIPTION:	FDOT 2016 DESIGN STANDARDS	PEDESTRIAN CONTROL FOR CLOSURE OF SIDEWALKS	INDEX NO.	SHEET NO.
07/01/15					660	1 of 1

NOTE:
ALL WORK WITHIN THE PROJECT LIMITS SHALL CONFORM TO FDOT STANDARD INDEX 600 AS APPLICABLE



DISTANCE BETWEEN SIGNS

Speed	Spacing (ft.) A	Spacing (ft.) B
40 mph or less	200	200
45 mph	350	350
50 mph or greater	500	500

*Midway between signs.

Table I
Device Spacing

Speed (mph)	Max. Distance Between Devices (ft.): Cones or Tubular Markers: Taper	Tangent	Type I or Type II Barricades or Vertical Panels or Drums: Taper	Tangent
25	25	50	25	50
30 to 45	25	50	30	50
50 to 70	25	50	50	100

Table II
Taper Length - Shoulder

Speed (mph)	⅓L (ft) 8' Shldr.	10' Shldr.	12' Shldr.	Notes
25	28	35	42	
30	40	50	60	$L = \frac{WS^2}{60}$
35	55	68	82	
40	72	90	107	
45	120	150	180	
50	133	167	200	
55	147	183	220	L=WS
60	160	200	240	
65	173	217	260	
70	187	233	280	

8' minimum shoulder width

⅓L = Length of shoulder taper in feet

W = Width of total shoulder in feet (combined paved and unpaved width)

S = Posted speed limit (mph)

SYMBOLS

- Work Area
- Channelizing Device (See Index No. 600)
- Work Zone Sign
- Lane Identification + Direction of Traffic

GENERAL NOTES

1. When four or more work vehicles enter the through traffic lanes in a one hour period or less (excluding establishing and terminating the work area), the advanced FLAGGER sign shall be substituted for the WORKERS sign. For location of flaggers and FLAGGER signs, see Index No. 603.
2. SHOULDER WORK sign may be used as an alternate to the WORKER symbol sign only on the side where the shoulder work is being performed.
3. When a side road intersects the highway within the TTC zone, additional TTC devices shall be placed in accordance with other applicable TCZ Indexes.
4. For general TCZ requirements and additional information, refer to Index No. 600.

DURATION NOTES

1. Signs and channelizing devices may be omitted if all of the following conditions are met:
   a. Work operations are 60 minutes or less.
   b. Vehicles in the work area have high-intensity, rotating, flashing, oscillating, or strobe lights operating.

CONDITIONS

WHERE ANY VEHICLE, EQUIPMENT, WORKERS OR THEIR ACTIVITIES ENCROACH THE AREA CLOSER THAN 15' BUT NOT CLOSER THAN 2' TO THE EDGE OF TRAVEL WAY.

6/16/2015 10:40:36 AM

LAST REVISION	REVISION	DESCRIPTION:	FDOT 2016 DESIGN STANDARDS	TWO-LANE, TWO-WAY, WORK ON SHOULDER	INDEX NO.	SHEET NO.
07/01/15					602	1 of 1

REV.NO.	DESCRIPTIONS	DATE
	REVISIONS	

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City Of Venice

CITY OF VENICE
EDMONDSON MULTI-USE TRAIL

DETAILS 3 OF 4

DATE:	MARCH 2017
MCE PROJ. #	5883-0008
DRAWN	QES
DESIGNED	CRB
CHECKED	JSL
PROJ. MGR.	PJL

SCALE
HORIZONTAL:
VERTICAL:

DRAWING NUMBER
C13

STATUS: ISSUED FOR BID
REVISION

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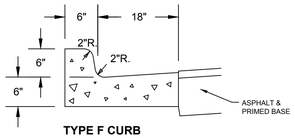
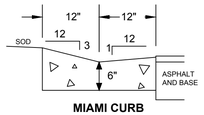


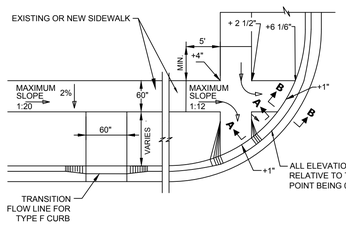
TYPE F CURB

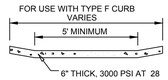


MIAMI CURB

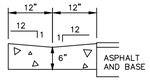
1.) ALL STREETS SHALL HAVE A TWO-FOOT WIDE CONCRETE (3000 PSI AT 28 DAYS WITH FIBER REINFORCEMENT) CURB AND GUTTER, AND MEET OR EXCEED FDOT SPECIFICATIONS UNLESS OTHERWISE APPROVED BY THE CITY ENGINEER.

CURB DETAIL
N.T.S.





(SECTION A-A)
N.T.S.



(SECTION B-B)
N.T.S.

1.) ALL CONCRETE RAMPS SHALL BE 4" THICK, INCREASING TO 6" THICK WITHIN 48" OF THE CURB
2.) ALL CONNECTIONS TO AN EXISTING SIDEWALK SHALL BE AT AN EXPANSION OR CONTRACTION JOINT
3.) THE MAXIMUM RAMP SLOPE SHALL BE 1:12, FOR A VERTICAL DISTANCE OF NOT MORE THAN 6 INCHES.
4.) THE MAXIMUM RUNNING SIDEWALK SLOPE SHALL BE 1:20, AND MAXIMUM CROSS SLOPE SHALL BE 2%.
5.) ALL SIDEWALK RAMPS AND STREET CONNECTIONS WITHIN THE PUBLIC ROW SHALL HAVE A TACTILE SURFACE.
6.) TACTILE SURFACES SHALL MEET THE MOST CURRENT AMERICANS WITH DISABILITIES ACT STANDARDS AND SHALL BE BRICK RED IN COLOR.
7.) ALL MATERIALS & METHODS OF CONSTRUCTION SHALL BE IN ACCORDANCE WITH LATEST EDITION OF THE FDOT, "STANDARDS FOR ROAD & BRIDGE CONSTRUCTION". IN ADDITION, CONCRETE SHALL BE 3000 PSI AT 28 DAYS WITH A MAXIMUM 4" SLUMP AND FIBER REINFORCEMENT.

SIDEWALK RAMP DETAIL
N.T.S.

A.) **HEAVY DUTY**: COMMERCIAL AND INDUSTRIAL DEVELOPMENTS WITHIN PRIMARY ACCESSWAYS, PARKING LOTS, ETC. WITH EXPOSURE TO TRUCK TRAFFIC

B.) **LIGHT DUTY**: RESIDENTIAL SUBDIVISIONS AND COMMERCIAL DEVELOPMENTS WITHIN LOW VOLUME ACCESSWAYS, PARKING LOTS, ETC. (LESS THAN 5% TRUCK TRAFFIC)

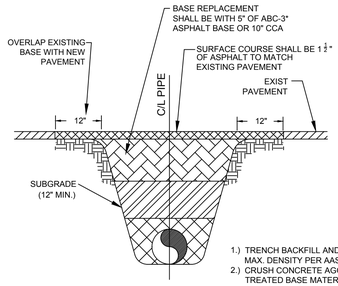
	A	B
SUBGRADE - TYPE B STABILIZED LBR 40 MIN.	12"	8"
ABC3 - ASPHALT BASE	5"	4"
CTB	10"	7"
CCA	10"	7"
ASPHALTIC CONCRETE	1 1/2" OF S-1	1 1/2" OF S-1/S-3

CONCRETE PAVEMENT FOR PARKING LOTS ONLY:

SUBGRADE - 12" TYPE B STABILIZED LBR 40 MIN.

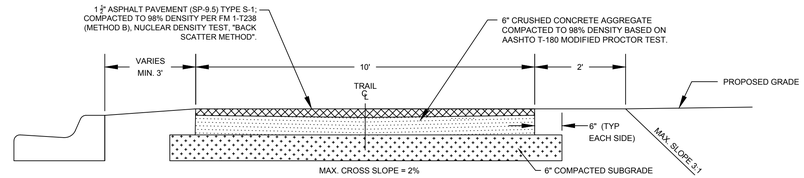
PAVEMENT - 6" CONCRETE 3000PSI @28 DAYS WITH MAX. 4" SLUMP & FIBER REINFORCEMENT.

PAVEMENT STANDARD
N.T.S.



1.) TRENCH BACKFILL AND SUBGRADE TO BE COMPACTED TO 98% OF MAX. DENSITY PER AASHTO T-180.
2.) CRUSH CONCRETE AGGREGATE MUST HAVE AN LBR ≥ 150. CEMENT TREATED BASE MATERIAL MUST YIELD COMPRESSIVE STRENGTH WITHIN THE RANGE OF 175 TO 275 PSI. SHELL IS NOT AN ACCEPTABLE BASE MATERIAL.

PAVEMENT RESTORATION DETAIL
N.T.S.



TYPICAL TRAIL ASPHALT PAVEMENT SECTION
NTS

H:\My Documents\city on the gulf logo.jpg	**CITY OF VENICE** ENGINEERING DEPARTMENT 401 WEST VENICE AVE. VENICE FL 34285 (941) 486-2626 FAX (941) 480-3031	**ENGINEERING** SIDEWALK RAMPS & CURBING	DATE JAN. 2016 SHEET NO. ENG-1
H:\My Documents\city on the gulf logo.jpg	**CITY OF VENICE** ENGINEERING DEPARTMENT 401 WEST VENICE AVE. VENICE FL 34285 (941) 486-2626 FAX (941) 480-3031	**ENGINEERING** PAVEMENT & RESTORATION	DATE JAN. 2016 SHEET NO. ENG-2

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REV.NO.	DESCRIPTIONS	DATE

REVISIONS

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City Of Venice

CITY OF VENICE
EDMONDSON MULTI-USE TRAIL

DETAILS 4 OF 4

DATE:	MARCH 2017
MCE PROJ. #	5883-0008
DRAWN	QES
DESIGNED	CRB
CHECKED	JSL
PROJ. MGR.	PJL

SCALE
HORIZONTAL:
VERTICAL:

DRAWING NUMBER
C14

STATUS: ISSUED FOR BID
REVISION