



INVITATION FOR BID (IFB)

NO. 0145-16-RM-BC

**INGLEWOOD NEIGHBORHOOD STORMWATER
IMPROVEMENTS**

VOLUME 1 OF 3

INFORMATION PACKET

Document Date: September 16, 2016

BID SET CONTENTS

A COMPLETE BID SET INCLUDES THE FOLLOWING DOCUMENTS:

INFORMATION PACKET (VOLUME 1 OF 3)

PROPOSAL AND CONTRACT FORMS (VOLUME 2 OF 3)

DRAWINGS/PLANS (VOLUME 3 OF 3)

NOTE: ALL THREE VOLUMES PLACED SEPARATELY ON FTP SITE REFERENCED BELOW IN "NOTICE TO BIDDERS"

When completed and executed, these documents, along with the attached project Plans and Specifications, collectively with applicable Power of Attorney certifications for bond agents and Certificates of Insurance for the Contractor, form the Contract for this project.

VOLUME 1 – INFORMATION PACKET
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This packet consists of the following documents:

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NOTICE TO BIDDERS

SUBMITTALS:

Sealed bids for construction of the **Inglewood Neighborhood Stormwater Improvements**, consisting of two (2) signed originals, so identified, and two (2) copies will be received at the office of the **PROCUREMENT SERVICES DIVISION, THIRD FLOOR, CITY HALL, 300 SOUTH ADAMS STREET, MAIL BOX A-28, TALLAHASSEE, FLORIDA 32301** until **2:30 P.M., ET, OCTOBER 18, 2016**. **BIDS RECEIVED AFTER 2:30 P.M ARE CONSIDERED LATE AND WILL NOT BE CONSIDERED.**

ATTENDEES TO THE BID OPENING:

Bids will be publicly opened and read aloud in the Florida Room, 2nd Floor, City Hall, as soon as possible following the scheduled time for receipt of bids.

Public parking is available in Kleman Plaza garage, directly behind City Hall.

All visitors conducting business at City Hall must utilize the main entrance on Adams Street for security screening. A VISITOR pass will be required. Be prepared to present valid identification and sign-in at the security desk. Please plan accordingly to arrive by the scheduled bid opening time.

Bids will be recorded on a tabulation sheet. The OFFICIAL final tabulation sheet with recommended award will be posted for public viewing in the Procurement Services Office (PSO) and at *Onvia DemandStar* Internet website at www.demandstar.com. The final tabulation sheet posted at the PSO shall be considered the "official" City posting and will remain posted for a period of seventy-two (72) hours, not including weekends, and City-observed holidays.

SCOPE OF WORK:

The work of this project consists of furnishing all labor, equipment and materials for construction of storm pipes, manholes, inlets, sanitary sewer, water main, and other incidental construction. A detailed listing of pay items and quantities to be completed for this Project is provided on the Bid Summary Sheets in Volume 2 of 3. The estimated construction cost is \$1,000,000.

PREQUALIFICATION:

At the time of bid opening, bidders must be pre-qualified by the City in the "Roads and Streets" and in the Florida Department of Transportation categories Drainage, Flexible Paving, Grading, and Grassing, Seeding and Sodding for their bids to be considered for award of a contract. Bidders must also have key personnel certified under the Florida Stormwater, Erosion, and Sedimentation Control Inspector Training Program. The City maintains an ongoing process for qualifying bidders and will accept applications at any time. For pre-qualification as a roadway, building, underground utility, or landscape contractor contact Mr. Kenneth Wade at 850-891-8234 or E-mail: Kenneth.Wade@talgov.com. Applications are available at: <http://www.talgov.com/Uploads/Public/Documents/dma/pdf/prequal.pdf>.

PRE-BID CONFERENCE (NON-MANDATORY):

Bidders are invited to attend the following NON-MANDATORY pre-bid conference:

Time/Date: 10:00 AM (EASTERN TIME); OCTOBER 3, 2016
Meeting Location: 5TH FLOOR CONFERENCE ROOM
GEMINI BUILDING
408 NORTH ADAMS STREET
TALLAHASSEE, FLORIDA

The purpose of the pre-bid conference is to provide potential bidders with information concerning this solicitation and to address questions. Representatives from the Procurement Services Division, Minority Business Office, and Stormwater Management will be present.

All visitors conducting business at the Gemini Building must enter through the north entrance from Adams Street. Free guest parking is available outside the north entrance; however, it is limited. Be prepared to park at metered on-street parking.

Visitors must sign in at the security desk and will be issued a VISITOR pass. Be prepared to present valid proof of identification. Please allow ample time to arrive at the meeting on time.

Bidders are cautioned that in no event shall failure to familiarize themselves with the requirements of this solicitation, or to resolve ambiguous or inconsistent terms or conditions of this solicitation or proposed contract, constitute grounds for a claim of any kind after contract award.

DISTRIBUTION OF BIDDING DOCUMENTS:

This solicitation is being advertised on *Onvia Demandstar* website: www.demandstar.com. However, the project documents will not be available for purchase through the *Demandstar* website. All bid documents and construction plans for this project may be viewed and downloaded at no cost from the City of Tallahassee's FTP server site. To access these files:

- Use Windows Explorer (not the browser) and type <ftp://cityftp.talgov.com/> on the address bar.
- A pop-up window will appear asking for a Username and Password.
- Enter Username: COTBIDS and Password: PasswordPW (both case sensitive). Click on the log on tab.
- You will notice multiple documents. Select the documents for the bid you are interested in (this project is IFB 0145-16-RM-BC) and copy them to your desktop or to a folder.

INQUIRIES

Direct any inquiries to Ron Mayo, (850) 891-8346, email: Ronald.Mayo@talgov.com, or to the Procurement Services Office at (850) 891-8280. All telephone conversations are to be considered unofficial responses and will not be binding. Questions verifying the Bid's content, if appropriate, will be responded to in writing. The written response will be the City's official response and will be made available to all bidders that request the bid document.

SPECIAL ACCOMMODATIONS FOR PERSONS WITH DISABILITIES

Persons with disabilities requiring reasonable accommodations to attend meetings may contact **Ron Mayo, phone (850) 891-8346 or FRS TDD at 771** at least forty-eight (48) hours in advance (excluding weekends and holidays).

INSTRUCTIONS TO BIDDERS

(Date of Last Revision: 8/24/2016)

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1.0 PRE-QUALIFICATION OF BIDDERS

Roadway Contractor Pre-qualification:

Bidders must be pre-qualified with the City in the "Roads and Streets" category and in the Florida Department of Transportation categories listed in the NOTICE TO BIDDERS section of this solicitation at time of bid opening for their bids to be considered. The process may take several weeks so contractors interested in doing business with the City should initiate the pre-qualification process early.

2.0 MINORITY WOMEN BUSINESS ENTERPRISE (MWBE) PARTICIPATION

2.1 Policy Statement

It is the intent and policy of the City Commission of the City of Tallahassee to institute and maintain a Minority Women Business Enterprise Program which provides for:

- a. Maximum utilization of minority business enterprises in all aspects of the City's procurement activity.
- b. Elimination of any institutional and procedural barriers that would prohibit active participation in the City's procurement opportunities.
- c. Training, education and technical assistance opportunities to enhance minority business enterprises chances for successful participation in the City purchasing and contracting program.
- d. Public information on the opportunities available for doing business with the City.

2.2 For all capital projects \$100,000 or more, the MWBE participation goals are as follows:

<u>Black</u>	<u>Women</u>	<u>Total</u>
7.5%	3.0%	10.5%

Points for MWBE Participation

For a minimum of 7.5% Black participation, bidder receives 7.5 points

For a minimum of 3% Women participation, bidder receives 3.0 points

Note: If minimum participation is not achieved in any category, zero (0) points will be awarded in that category.

Points for Economic Consideration

Low bidder receives	10 points
2nd low bidder receives	8 points
3rd low bidder receives	6 points
4th low bidder receives	4 points
5th low bidder receives	2 points
All other bidders receive	0 points

Maximum point total available is 20.5 for being low bidder with minimum MWBE participation of 7.5% Black and 3% Women.

For further information on material components of the City of Tallahassee's Minority Women Business Enterprise Policy, Section 16.5, including good faith efforts, substitution of minority firms, local market area eligibility and purchases from minority suppliers, contact the MWSBE Division, Tallahassee-Leon County Office of Economic Vitality at (850) 219-1060.

The MWSBE Division will provide, upon request, a directory of certified firms that may be able to assist the bidder(s) in achieving the identified goals. An MWBE directory is available from the following websites. However, these directories may not be up-to-date.

City of Tallahassee: <https://www.tal.gov.com/pubworks/mbeDirectory.aspx>

Leon County: <http://www.leoncountyfl.gov/mbe>

2.3 Progress Payments to MWBE Subcontractors:

2.3.1 Every construction contract let by the City shall require the Contractor to certify in writing that all MWBE subcontractors and suppliers have been paid for acceptable work and materials from previous progress payments received (less any retainage) prior to receipt of any further progress payments. During the period of the Contract, the City shall require documentation to certify that payments to MWBE subcontractors or suppliers have been made.

2.3.2 Certification of Final Participation and Payment:

The contractor shall certify to the City, in a format to be provided by the City or satisfactory to it, the amounts paid to each minority business involved in the work, under this Contract, as either a joint venture partner or pursuant to a subcontract with that minority business. All such certifications shall be signed by both the Contractor and the minority business.

2.3.3 The failure of the Contractor to (1) provide appropriate certification as to the payment of minority businesses and participants in the Contract and (2) provide certification in a form acceptable to the City that the minority business participation requirements of the Contract have been met, notwithstanding any other provisions of this Contract, shall be cause for the City to withhold further payment under the Contract until such time as such certification is received and accepted by the City, and shall not entitle the Contractor to terminate the Contract, to suspend work, or to be entitled to any damages or extensions of Contract Time, whatsoever, due to such withholding of payment or Delay in Work associated thereto.

2.3.4 Should the Contractor breach any of the terms of the City's MWBE policy, or provisions of the Contract regarding participation or payment to MWBE vendors in work performed hereunder, the Contractor shall pay the City an amount of money equal to the difference between the amount which should have been paid to MWBE vendors. The parties hereby agree that

such violations would cause injury and damages to the City in light of its commitment to obtain MWBE participation in its construction contracts; however, the valuation of damages to the City in the event of such breach would be extremely difficult to determine. The parties, therefore, agree that the foregoing amount shall be assessed as damages, and not as a penalty, to compensate the City for any such breach or violation.

2.4 Bid Submittals:

When submitting a bid which includes MWBE vendors, ensure that all selected MWBE vendors are certified through the **City of Tallahassee MWBE program**, or **Leon County's M/WBE Program**, by the scheduled bid opening time and date. The City of Tallahassee does not automatically accept the MWBE certification of firms certified through the State of Florida. Therefore, an MWBE vendor that is certified with the **State of Florida's Office of Supplier Diversity**, but is not certified with the City of Tallahassee, or Leon County, **may not qualify**.

2.5 Contractor Responsibilities:

- **Do not** substitute a certified MWBE vendor without receiving written approval from the MWSBE Division, Tallahassee-Leon County Office of Economic Vitality. Remember, the substituted MWBE vendor must also be City of Tallahassee certified.
- Contractors that substitute MWBE vendors without written approval from the MWSBE Division, Tallahassee-Leon County Office of Economic Vitality may be committing a **contract breach**. Additionally, any dollars expended on an unauthorized MWBE **will not count** toward satisfaction of the MWBE goal.
- City staff is acutely aware that problems with subcontractors may occasionally happen. However, when the Contractor and the sub-contractor, with assistance from the Engineer, are not able resolve the issue(s), then, the appropriate parties shall contact and communicate with the MWSBE Division, Tallahassee-Leon County Office of Economic Vitality (LaTanya Raffington may be reached at (850) 219-1060). **Document all problems. Do not** make any changes to MWBE vendors on the Project without seeking and receiving prior written approval from the MWSBE Division, Tallahassee-Leon County Office of Economic Vitality.

3.0 EXAMINATION OF PLANS AND SPECIFICATIONS

The submission of a Bid by a Bidder shall be an acknowledgment that he/she has thoroughly examined the Contract, specifications, and plans, and completely understands his/her obligations and those of the City under the documents. Failure to mention any work, material, appurtenances, or safety methods in these specifications or plans which are required for the satisfactory and safe completion of an efficient, safe, complete, and working system as implied by these specifications and plans shall not relieve the Contractor of any responsibility to provide such for the completion of such a system. The bidder is expected to examine carefully the site of the proposed work before submitting a Proposal.

Details pertaining to geotechnical borings, as may be shown in the plans or specifications, are not guaranteed to be more than a general indication of the materials likely to be found adjacent to holes bored at the site of the work, approximately at the locations indicated.

The Bidder shall examine the boring data, where available, and make his/her own interpretation of the subsoil investigations and other preliminary data, and shall base his/her bids on his/her opinion of the conditions likely to be encountered.

The Bidder's submission of a Proposal shall be considered prima facie evidence that he has made examinations as described in this Article. The Owner assumes no responsibility for any understandings or representations made by any of its officers or agents during or prior to the execution of the Contract unless (1) such understandings or representations are expressly stated in the Contract and (2) the Contract expressly provides that the responsibility therefore is assumed by the City.

4.0 EXPLANATION TO BIDDERS

Bidders desiring an explanation or interpretation relative to this solicitation, must request it in writing soon enough before the date and time scheduled for receipt of bids specified in this solicitation. Annotate the solicitation number on all written inquiries and correspondence. Oral explanations or instructions will not be binding.

Any information given to a Bidder, which, in the opinion of the Procurement Services Office, affects all Bidders or would be prejudicial to other Bidders if not communicated, shall be furnished to all other Bidders as an addendum to the solicitation. Interpretation may not be made on questions regarding the drawings and specifications, which are submitted less than four (4) calendar days prior to the appointed time for the bid opening.

5.0 FAMILIARITY WITH LAWS

The Bidder is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the Work. Special attention is called to, but not limited to, the local environmental ordinances. Ignorance on the part of the Bidder will in no way relieve him/her from responsibility of compliance with all said laws, ordinances, rules, and regulations.

6.0 LICENSES

The bidder, at time of bid submittal, shall possess the correct occupational licenses and all professional licenses or other authorizations necessary to carry out and perform the Work pursuant to all applicable federal, state and local laws, statutes, ordinances, and rules and regulations of any kind. Copies of the licenses should be submitted with the Bid indicating that the Bidder is properly licensed to perform the activities or work included in the contract documents.

7.0 ASSESSMENTS AND TAXES

The Contractor will not be exempt from Florida sales tax. The City is exempt from all federal excise taxes on materials, appliances, etc., which are incorporated into and become a part of the Work.

8.0 FLORIDA PRODUCTS AND LABOR

The Bidder's attention is called to Section 255.04, Florida Statutes, which requires that, on public building contracts, Florida products and labor shall be used whenever price and quality are equal.

9.0 APPRENTICES

Chapter 446 of the Florida Statutes provides certain requirements if apprentices are employed by Contractors of public works projects. The Contractor shall be knowledgeable of this law and conform to its requirements.

The Bureau of Apprenticeship in the Division of Labor, Florida Department of Labor and Employment Security, assists contractors in the determination of actual or anticipated needs with respect to complying with the statutory requirements of this law. This law provides for a civil penalty against any Contractor or supplier who breaches the terms of the Contract clauses required by this law.

10.0 EQUALITY AND SUBSTITUTIONS

Each Bidder represents that his/her Bid is based upon new materials and equipment described in the IFB documents and that such material and equipment fully meet such requirements.

Whenever, any material, item, product, system or process is specified by trade name or name of manufacturer or vendor to establish class or standard required, any other material, item, product, system or process, considered equal by the Engineer may be used by the Contractor with the written approval of the City, providing the following procedure is used.

In each such instance, the material, item, product, system or process specified by trade name or name of manufacturer or vendor shall be considered as a standard basis for bidding and to insure a uniform comparison of Bids. The Contractor shall base his/her proposal on the particular material, item, product, system or process named.

No substitution will be considered unless written request has been submitted to the City for approval at least 14 calendar days prior to the date for receipt of Bids. Each request shall include a complete description of the proposed substitute, the name of the material or equipment for which it is to be substituted, drawings, specifications, cut sheets, performance and test data, and any other data or information necessary for a complete evaluation. A written approval must be issued by the City in order for a substitution to be accepted.

Should the Bidder desire to substitute a material, item, product, system or process other than that named in the Contract Documents, it shall be attached to Bidder's form of Proposal at the time of submission, a separate sheet upon which shall be listed the pre-approved materials, items, products, systems or processes which Bidder wishes to substitute and directly opposite each such item, the amount Bidder will deduct from his/her Base Bid.

If no deduction from the Base Bid is to be allowed by the Bidder for such substitution, it shall be so stated with the item involved on the attached sheet. Substitutions so

submitted shall include any and all adjustments of that item or any other Work affected thereby.

11.0 PREPARATION AND SUBMISSION OF BIDS

- a) Sealed bids must be submitted in sealed envelopes or packages to the office specified in the NOTICE TO BIDDERS section of this solicitation.
- b) All Bids, including those submitted by commercial carrier services, shall be marked on the outermost envelope and/or package with the following information: (1) the word "BID", (2) the date and time specified for receipt, (3) the solicitation number and title, and (4) the name and address of the Bidder.
- c) Bids may be modified/withdrawn by Written Notice if received in the office specified for receipt of Bids before the time and date set for receipt of Bids.
- d) The Bidder's authorized agent shall sign any document in which a signature is required. Bids signed by an agent shall be accompanied by evidence of that agent's authority. The person authorized to sign for the Bidder must also initial erasures or other changes.
- e) For each item listed on the Bid Summary Sheet, Bidders shall enter the unit price and the extended price for the quantity of each item offered. In case of any discrepancy between a unit price and an extended price, the unit price will be presumed to be correct and the Bid will be evaluated based on a corrected extended price.
- f) When required by the Contract Documents, Bidders shall also specify a definite time for performance of the Work and Services. Time, if stated as a number of days, shall be "calendar days".
- g) Bids for services other than those specified shall not be considered unless authorized by the solicitation.
- h) Bidders shall thoroughly examine all statements of Work, Specifications, schedules, Plans, instructions, other Contract Documents and attachments, and references included or cited in the Contract Documents. Failure to do so will not constitute grounds for withdrawal of the Bid after Bid opening, or refusal to execute a Contract if awarded by the City, or for a claim for equitable adjustment or other relief after execution of the Contract.

12.0 INSURANCE REQUIREMENTS

Prior to commencing Work, the Contractor shall procure and maintain at Contractor's own cost and expense for the duration of the Contract the following insurance against claims for injuries to person or damages to property which may arise from or in connection with performance of the Work hereunder by the Contractor, Contractor's agents, representatives, employees or subcontractors. The cost of such insurance shall be included in Bid.

12.1. Contractor shall maintain limits no less than:

- a) **Commercial General/Umbrella Liability Insurance - \$1,000,000** per occurrence limit for property damage and bodily injury. The Bidder should

indicate in its Bid whether the coverage is provided on a claims-made or preferably on an occurrence basis. The insurance shall include coverage for the following:

- Premise/Operations
 - Explosion, Collapse, and Underground Property Damage Hazard
 - Products/Completed Operations
 - Contractual
 - Independent Contractors
 - Broad form Property Damage
 - Personal Injury
- b) **Business Automobile/Umbrella Liability Insurance - \$1,000,000** per accident for property damage and personal injury.
- Owned/Leased Autos
 - Non-owned Autos
 - Hired Autos
- c) **Workers' Compensation and Employers' Umbrella Liability Insurance-** Workers' Compensation coverage with benefits and monetary limits as set forth in Chapter 440, Florida Statutes. This policy shall include Employers' Umbrella Liability coverage for **\$1,000,000** per accident. Workers' Compensation coverage is required as a condition of performing Work or services for the City whether or not the Contractor is otherwise required by law to provide such coverage.

12.2 Other Insurance Provisions:

12.2.1 Commercial General Liability and Automobile Liability Coverage:

The City, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor or premises on which Contractor is performing services on behalf of the City. The coverage shall contain no special limitations on the scope of protection afforded to the City, members of the City Commission, boards, commissions and committees, officers, agents, employees and volunteers.

The Contractor's insurance coverage shall be primary insurance as respects the City, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the City, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers shall be in excess of Contractor's insurance and shall not contribute with it.

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, members of its City Commission,

boards, commissions and committees, officers, agents, employees and volunteers.

Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

12.2.2 Workers' Compensation and Employers' Liability and Property Coverage:

The insurer shall agree to waive all rights of subrogation against the City, member of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers for losses arising from activities and operations of Contractor in the performance of services under the Contract.

12.2.3 All Coverage:

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) calendar days prior Written Notice has been provided to the Engineer.

If the Contractor, for any reason, fails to maintain insurance coverage that is required pursuant to the Contract, the same shall be deemed a material breach of the Contract. City, at its sole option, may terminate the Contract and obtain damages from the Contractor resulting from said breach. Alternatively, City may purchase such required insurance coverage (but has no special obligation to do so), and without further notice to Contractor, the City may deduct from sums due to Contractor any premium costs advanced by City for such insurance.

12.3 All insurance certificates must read as follows: CANCELLATION "Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail 30 calendar days Written Notice to the certificate holder named to the left."

12.4 All insurance coverage's shall be placed with companies who are either licensed by the state of Florida or admitted as a surplus lines carrier by the state. All companies shall have at least a B+10 rating by A.M. Best or other recognized rating agency.

12.5 City named as "additional insured" as its interest may appear.

12.6 Certificate of insurance(s) filed with the City Treasurer-Clerk on or before commencement of Work.

12.7 Deductibles and Self-Insured Retention:

Any deductibles or self-insured retention's must be declared to and approved by the City. At the option of the City, the insurer shall reduce or eliminate such deductibles or self-insured retention's as respects the City, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses, related investigation, claim administration and defense expenses.

12.8 Verification of Coverage:

Vendors are reminded that regardless of what the State of Florida requirements for insurance are (Including the exemption for Workers Compensation Insurance), the insurance specified herein is the minimum requirement for firms wishing to enter into a contract with the City. Bidders, must supply proof with their bid, of insurance meeting the above mentioned requirements or provide a letter from an authorized agent of Florida admitted insurers stating that if awarded a contract the vendor will be eligible to buy insurance in the amounts required by the contract.

The Contractor shall furnish the City with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the City before work commences.

12.9 Subcontractors:

The Contractor shall include each of its subcontractors as insureds under the policies of insurance required herein.

13.0 **BID SECURITY**

- a) Failure to furnish Bid security in the proper form and amount, by the time set for receipt of Bids, may be cause for rejection of the Bid.
- b) The Bidder shall furnish bid security in the form of a bid bond. The City Treasurer Clerk's Office will return Bid security:
 - 1) To unsuccessful Bidders after award or as soon as practicable after the opening of bids; and
 - 2) To the successful Bidder upon full and proper execution of the Contract by both parties and receipt by the City of all required Bonds and insurance related documents, as required by the Bid as accepted.
- c) **The amount of the Bid security shall be five percent (5%) of the Bid.**
- d) If the successful Bidder, upon acceptance of its Bid by the City within the period specified for acceptance, fails to execute all Contract forms or furnish executed Bond(s) within ten (10) calendar days after receipt of the forms by the Bidder, the City may terminate the Contract for default.
- e) In the event the Contract is terminated for default, the Bidder is liable for any cost of acquiring the Work that exceeds the amount of its Bid, and the Bid security is available to offset the difference.
- f) Such Bid security shall be in a form and issued by a surety, financial institution, or other entity acceptable to the City, which meets the minimum requirements of Section 15.0.

- g) The City of Tallahassee's Bid Bond form, attached herein, is the only acceptable bid bond form. The American Institute of Architects' version of the Bid Bond form will NOT be accepted by the City of Tallahassee for this purpose.

14.0 PERFORMANCE SECURITY

- a) "Contract price", as used in this clause means the total amount of the contract for the term of the contract (excluding extensions, if any) or, for requirements contracts, the price payable for the estimated quantity; or for indefinite-delivery type contracts, the price payable for the specified minimum quantity.
- b) The successful bidder shall furnish security in the form of a bond provided by the City as security for the performance of the Contractor under this City contract in an amount equal to 100 percent of the contract price.
- c) The City of Tallahassee's Contract Bond form is the only acceptable contract bond. The American Institute of Architects' version of the Contract Bond will NOT be accepted by the City of Tallahassee for this purpose.
- d) Such performance security shall be in a form and issued by a surety, financial institution, or other entity acceptable to the City.
- e) The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the City Treasurer Clerk's Office, within ten (10) days following receipt of notice of award.
- f) The City may require the posting of additional performance security as a result of any increase in the contract price. The Contractor shall obtain and deliver such additional security to the City within ten (10) days after receipt of the City's written request therefore.

15.0 ACCEPTABLE SURETY COMPANIES

- 15.1 For Bids under \$500,000 Surety Companies shall comply with Section 287.0935 Florida Statutes.
- 15.2 The Surety Company shall fulfill each of the following provisions:
 - a) The Surety Company is licensed to do business in the State of Florida.
 - b) The Surety Company holds a certificate of authority authorizing it to write surety bonds in the State of Florida.
 - c) The Surety Company has twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to Bid is issued.
 - d) The Surety Company is otherwise in compliance with the provisions of the Florida Insurance Code.
 - e) The Surety Company holds a current valid certificate of authority issued by the United States Department of the Treasury under § 31 U.S.C 9304-9308.
- 15.3 For Bids under \$500,000, the City prefers the Surety provide Bid or Performance Bonds that have a rating of B+10 or better as established by A.M. Best or other recognized rating service.

- 15.4. For Bids that exceed \$500,000, the Surety must have a rating of B+10 or better as established by A.M. Best or other recognized rating service.
- 15.5 All Contract and Bonds Requirements by State Law should be signed by a Florida Resident Insurance Agent.

16.0 LATE SUBMISSION, MODIFICATION, AND WITHDRAWAL OF BIDS

- a) Any Bid received at the office designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before the award is made and it was sent by mail or hand-carried (including delivery by a commercial carrier) and it is determined by the Procurement Services Office that the late receipt was due primarily to City mishandling after receipt.
- b) The time and date stamp or annotation placed on the Bid envelope by the Procurement Services Office shall be conclusive as to the time of receipt.
- c) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful Bid that makes its terms more favorable to the City will be considered at any time it is received and may be accepted.
- d) Bids may be withdrawn by Written Notice received at any time before the exact time set for receipt of bids. A Bid may be withdrawn in person by a Bidder or its authorized representative if, before the exact time set for receipt of Bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the Bid. The withdrawal of a Bid will not prejudice the right of the Bidder to participate on other current or future City solicitations.
- e) If an emergency or unanticipated event interrupts normal City processes so as to cause postponement of the scheduled Bid opening, the time specified for receipt of Bids will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal City processes resume or to such other date and time as may be provided by the Procurement Services Office in a written Notice to Bidders.

17.0 RECEIPT AND OPENING OF BIDS

- a) The purpose of a Public Bid opening is for reading of Bids received. No award will be made or implied at that time.
- b) Only the following Bid information will be read aloud at the Bid opening:
 - 1) Bidder's name.
 - 2) Aggregate amount for all items (to be awarded to one Bidder), except when award is to be made on a by-item basis (split awards for the items or combinations of items that result in the lowest aggregate cost to the City).
 - 3) Submittal of Bid Security (if applicable).
 - 4) Minority Business Enterprise (MBE) goals (if applicable).
 - 5) Acknowledgement of any Addenda to the solicitation (if applicable).
- c) Review of Bids or related documents by Bidders will not be permitted at the Bid opening.

18.0 AWARD OF CONTRACT

The City reserves the right to accept the Bid, or any portion or portions of the Bid that, in its judgment, will be in the best interest of the City. Each Bidder shall, if so requested by the City, present further evidence of its experience, qualifications, and ability to carry out the terms of the Contract, including a financial statement. Bids must be firm for acceptance for one hundred twenty (120) calendar days following the scheduled time/date for receipt of bids.

19.0 REJECTION OF BIDS

The City reserves the right to reject any and/or all bids or to waive any informality in Bids when such rejection or waiver is in the interest of the City, and to reject the Bid of a Bidder who is not in a position to perform the Contract.

Bids submitted which do not meet the minimum MBE participation goal may be rejected as being non-responsive to the request for Bids. A Bid will be subject to being considered irregular and may be rejected if it shows omissions, alterations of form, conditional alternate bids, additions or alternates in lieu of the items specified, if the unit prices are obviously unbalanced (either in excess of or below reasonably expected values), or irregularities of any kind.

Without limiting the foregoing, the Manager for Procurement Services can disqualify any bidder and reject the bidder's proposal or proposals for any of the following reasons:

- (a) The submission of more than one proposal for the same work from an individual, firm, or other business entity under the same or a different name.
- (b) Evidence that a bidder has a financial interest in the firm or business entity of another bidder for the same work.
- (c) Evidence of collusion among bidders.
- (d) Uncompleted work on another project or projects that, in judgment of the Manager for Procurement Services, could hinder or prevent the prompt completion of the work that is the subject of this Invitation to Bid.
- (e) Failure to pay or satisfactorily settle all bills due for labor or material on any other contract.
- (f) Default under a contract with the City, or with any other, federal, state, or local governmental entity.
- (g) Employment of unauthorized aliens in violation of Section 274A(e) of the Immigration and Nationality Act.
- (h) Falsification or misrepresentation on any form required by the City.

20.0 DEDUCTS OR DISCOUNTS

If a Bidder proposes any lump sum deductions or discount percentage with his Bid Proposal, all unit and lump sum prices in the Proposal will be adjusted downward in a manner which applies the deduction or discount proportionately to every item of Work specified in the Proposal. Change Orders for addition or deletion of quantities of unit price items will utilize the adjusted or discounted unit prices.

21.0 CONTRACT DOCUMENTS

Contract Documents consist of the following:

- A. Bid Documents
 - 1. Bidder's Proposal (as accepted by the City)
 - 2. Addenda
 - 3. MBE Utilization Summary
 - 4. Bid security
 - 5. Other documents included in the IFB
- B. Contract Forms
 - 1. Contract
 - 2. Contract Bond (required for contracts that exceed \$100,000)
 - 3. Contract Certification Form
 - 4. Insurance Certifications
- C. Specification Documents
 - 1. Notice to Bidders
 - 2. Instructions to Bidders
 - 3. General Provisions
 - 4. Special Provisions
 - 5. Standard Specifications
 - 6. Supplemental Specifications
 - 7. Supplemental Information
- D. Approved Construction Plans
- E. Changes Within the Scope of Work
 - 1. Field Orders
 - 2. Construction Change Directives
 - 3. Change Orders

22.0 INDEMNIFICATION

The Contractor shall indemnify and hold harmless the City, its officers and employees, from liabilities, damages, losses and costs, including but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of this Agreement.

23.0 PERMITS

Unless otherwise specifically stated in the Specifications or Special Provisions, the Contractor shall be responsible for obtaining all governmental licenses and permits specifically required for construction of the project. The City will pay all fees assessed by the City for such licenses and permits required by the City.

24.0 ENGINEER

Reference in the Contract Documents to "Engineer" shall mean the **City Engineer** of the City of Tallahassee, Florida, a City Departmental Engineer, a City Departmental Project Manager, or their designated representative.

25.0 **EQUAL OPPORTUNITY REQUIREMENTS**

- a) In connection with Work performed under the Contract, the Bidder agrees, upon receipt of Written Notice of Contract award, to support and abide by the City's Equal Opportunity Pledge.
- b) By submitting a Bid in response to this solicitation, the Bidder agrees to:
 - 1) Not discriminate against any employee or job applicant because of their race, creed, color, gender, marital status, or national origin.
 - 2) Post a copy of this pledge in a conspicuous place, available to all employees and job applicants.
 - 3) Place or cause to be placed a statement in all solicitations or advertisements for job applicants, including subcontracts, that the Bidder is an "Equal Opportunity Employer".

26.0 **GRIEVANCE PROCEDURE**

- a. **Right to Protest.** Any prospective bidder, or respondent may protest the provisions of a Request for Bids (IFB) or Request for Proposals (RFP).
 - i **Protest of Specifications or Proceedings Prior to Bid Opening**
Any actual or prospective bidder, or contractor, who is aggrieved in connection with the solicitation of a contract or bid, may protest on the grounds of irregularities in specifications or bid procedure.
 - ii **Protest of Recommended Award**
Any actual bidder or respondent, who is aggrieved in connection with the evaluation of bids, the evaluation of proposals, or the staff recommendation regarding award of a contract, provided that such bidder or respondent would have been awarded the contract but for the aggrieved action, may protest such evaluation or award recommendation.
- b. **Filing a Protest.** A written protest shall be considered filed, for purposes of this procedure when all related items are actually delivered to and received by the Procurement Services Division. All protests shall be directed to the attention of the Manager for Procurement Services.
 - i For protests related to the specifications or proceeding of an IFB or RFP, a formal written protest must be filed no later than 72 hours (excluding weekends and holidays) prior to the scheduled bid opening date. Failure to timely file the written protest including the required protest bond/cashier's check, shall constitute a waiver of such protest.
 - ii For protests related to the evaluation of bids, evaluation of proposals, or staff recommendation regarding award of a contract, a written notice of intent to protest must be filed with Procurement Services within 72 hours (excludes weekends and holidays) after posting of the intended recommendation regarding award, and a written protest, must be filed with the Procurement Services Division no later than 5:00 p.m., ET, on the seventh (7th) calendar day following the date on which the written notice of intent to protest was filed. A weekend

commences at 12:00 a.m., ET, on Saturday and ends at the same time on the following Monday. A holiday begins at 12:00 a.m., ET, on the observed holiday and ends at the same time on the following day. Such written protest shall state, with particularity the facts and grounds upon which the protest is based, and shall include references to applicable laws, statutes, ordinances, policies, or other authority on which the protest is based. Failure to timely file either the notice of intent or the written protest including the protest bond/cashier's check, shall constitute a waiver of such protest.

- c. **Protest Bond.** Any person who files a formal written protest, shall post with the Procurement Services Division, at the time of filing the formal written protest, a cashier's check or bond payable to the City of Tallahassee in an amount equal to 1 percent of the City's estimate of the total volume of the contract or \$5,000, whichever is less.
- d. **Final Decision.** The City Attorney or designee shall consider each protest and shall render a final determination. If the decision of the City Attorney or designee upholds the action taken by the City, then the City shall retain the amount in payment of a portion of the cost and expense, including but not limited to, time spent by City staff in responding to the protest and in conducting the evaluation of the protest. If the decision of the City Attorney or designee does not uphold the action taken by the City, then the City shall return that amount, without deduction, to the person or entity filing the protest.
- e. **Stay of Procurement During Bid Protest**
In the event protest is filed in accordance with the bid protest procedures herein, Procurement Services shall not proceed further with the solicitation or award of the contract until the City Attorney or designee has rendered a written decision regarding the protest or until the City Manager or designee makes a written determination that continuation of the process and award of a contract without delay is necessary to protect the substantial interest of the City.

27.0 PUBLIC ENTITY CRIMES

Section 287.133, Florida Statutes provides that a person or affiliate, as defined in that Section, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or a public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform Work as a Contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute 287.017 for CATEGORY TWO (\$35,000) for a period of 36 months from the date of being placed on the convicted vendor list. Any such person or affiliate convicted of a public entity crime shall provide Written Notice of such conviction to the City within 30 calendar days after the date of such conviction.

28.0 LOCAL PREFERENCE

- (a) In accordance with City of Tallahassee Code of Ordinances, Part II, Chapter 2, Article X, Section 2-201 through 2-203, "local" businesses may qualify for up to a 5%

preference under this solicitation, dependent on the total amount of the bid. To qualify, the bidding business must maintain a permanent place of business with full-time employees within Leon, Wakulla, Gadsden, or Jefferson County, Florida, for a minimum of six (6) months prior to the date bids are received for this solicitation. Vendor must submit with his/her bid the Local Vendor Affidavit attached to Volume 2 of 3.

- (b) Preferences shall not apply to bids for purchases or contracts which are funded, in whole or in part, by a Federal governmental entity and the laws, regulations, or policies governing such funding prohibit application of this preference.

29.0 PROMPT PAY POLICY

- (a) The City shall pay the Contractor, upon the submission of proper invoices or contract pay requests, the prices stipulated in this contract for supplies delivered and/or services rendered and accepted, less any deductions provided in this contract.
- (b) It is the policy of the City of Tallahassee to fully implement the provisions of the "Florida Prompt Payment Act". For more information, please refer to Chapter 218.735, Florida Statutes.

30.0 TERMINATION

Refer to General Provisions, Section 28.0.

31.0 TRENCH SAFETY

Bidder shall be solely responsible for complying with the Florida Trench Safety Act and Occupational Safety and Health Administration (OSHA) excavation safety standards of 29 C.F.R. s. 1926.650 Subpart P. All costs associated with complying with these requirements shall be included in the separate line items of the Bid and shall be as detailed in the Certificate of Compliance with the Florida Trench Safety Act. Bidder shall complete the Trench Safety Act Form included in Volume 2.

32.0 COMPLIANCE WITH U.S. IMMIGRATION AND NATURALIZATION ACT

The City shall consider the employment by any Contractor of unauthorized aliens a violation of section 274(e) of the U.S. Immigration and Naturalization Act. Such violation shall be cause for immediate termination of the Contract.

33.0 PROHIBITED COMMUNICATIONS

As provided for in the City of Tallahassee Code of Ordinances, Number 11-O-03AA, subsection 2-357, any form of communication, other than written correspondence, shall be prohibited between any person or representative of any firm seeking an award of this solicitation and any City Commissioner or Commissioners staff, or any city employee authorized to act on behalf of the City Commission. Prohibited communications shall be in effect from the date/time submittals are due for this solicitation until the City Commission or authorized designee awards or approves a contract, rejects all responses, or otherwise takes action which ends the solicitation process.

34.0. REQUEST FOR COPY OF BIDS/PROPOSALS

Sealed bids, proposals, or replies received by an agency [City of Tallahassee] pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution [State of Florida] until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. If an agency rejects all bids, proposals, or replies submitted in response to a competitive solicitation and the agency concurrently provides notice of its intent to reissue the competitive solicitation, the rejected bids, proposals, or replies remain exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision concerning the reissued competitive solicitation or until the agency withdraws the reissued competitive solicitation. A bid, proposal, or reply is not exempt for longer than 12 months after the initial agency notice rejecting all bids, proposals, or replies.
(<http://www.flsenate.gov/Laws/Statutes/2011/119.071>).

35.0 ISSUANCE OF ADDENDA

- a. If this solicitation is amended, the City will issue an appropriate addendum to the solicitation. If an addendum is issued, all terms and conditions that are not specifically modified shall remain unchanged.
- b. Bidders shall acknowledge receipt of each addendum to this solicitation using one of the following methods –
 - (1) By signing and returning the addendum with bid; or
 - (2) By identifying the addendum number and date in the space provided for this purpose in the Bid Blank Form attached herein.
- c. The City must receive the acknowledgment by the time and date, and at the location specified for receipt of bids.

GENERAL PROVISIONS

(Date of Last Revision: 8/24/2016)

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1.0 DEFINITIONS AND TERMS

The following terms, when used in the Contract Documents, have the meaning described below. When there is conflict between the meaning indicated in the Standard Specifications or Supplemental Specifications and these General Provisions, the meaning of the term in these General Provisions shall prevail.

Addendum (Addenda): Additional Contract provisions issued in writing, by the City, prior to receipt of Bids. Also refer to the definition for Special Provisions in the definition for Specifications.

Advertisement: The public announcement, as required by law, inviting bids for work to be performed or materials to be furnished, usually issued as "Notice to Bidders."

Applicable Laws: All federal, state, and local laws, ordinances and regulations that in any manner affect the conduct of the Work.

Bid: The offer or Proposal of the Bidder submitted to the City in the prescribed form setting forth the prices for the Work and, when required by the Contract Documents, the time for performance of the Work.

Calendar Day: Every day shown on the calendar, ending and beginning at midnight.

Bonds: Bid, Performance, and Payment Bonds, and other instruments of security, furnished by the Contractor and his/her Surety in accordance with the Contract Documents.

Change Order: A written order issued by the Engineer and accepted by the Contractor authorizing an addition, deletion, or revision in the Work within the general scope of the Contract Documents, and/or authorizing an adjustment in the Contract Price and/or Contract Time.

City: The City of Tallahassee, a municipal corporation in the state of Florida.

Construction Change Directive: A document authorizing additional work and the commencement thereof. A Construction Change Directive will be followed by a Change Order amending the Contract if a change in the Contract Price and/or Contract Time is involved.

Contract: The entire and integrated agreement between the parties thereunder, and supersedes all prior negotiations, representations or agreements, either written or oral. The Contract Documents form the Contract between the City and the Contractor, setting forth the obligations of the parties thereunder, including, but not limited to the performance of the Work and the basis of payment. The Contract also includes provisions required by Applicable Laws whether or not they are inserted into the Contract Documents.

Contract Documents: The Notice to Bidders, Instructions to Bidders, General Provisions, Special Provisions, Supplemental Specifications, Supplemental Information, Standard Specifications, Plans, Addenda or other information issued to prospective bidders prior to the receipt of bids, the Contractor's Bid Proposal, MBE Utilization Summary, Bid Security Bond, Contract, Contract Bond, Contract Certification Form, Insurance Certifications, Field Orders, Construction Change Directives, and Change Orders, all of which are to be treated as one instrument whether or not set forth at length in the form of a contract.

Contract Time: The time in calendar days for completion of the Work, as specified in the Proposal, beginning upon issuance of Notice to Proceed and ending upon certification of Final Acceptance.

Contractor: The individual, firm, joint venture, or company contracting with the City to perform the Work.

Department: When this term is used in the Standard Specifications and Supplemental Specifications, it is synonymous with City.

Design Standards: The State of Florida Department of Transportation *Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System*.

Engineer: The City Engineer of the City of Tallahassee, Florida, a City departmental engineer, or a City departmental project manager acting directly or through duly authorized representatives; such representatives acting within the scope of the duties and authority assigned to them.

Field Order: A written order effecting a minor change in the Work issued by the Engineer to the Contractor during construction. A Construction Change Directive or a Change Order will follow a Field Order if the change will affect the Contract Price and/or Contract time.

Final Acceptance: The date the Engineer certifies Final Acceptance of the Work.

Float Time: The amount of time between the early start date and the late start date, or the early finish date and the late finish date, of any of the activities in the Project Schedule.

Inspector: An authorized representative of the Engineer, assigned to make official inspection of the materials furnished and of the work performed by the Contractor. The City's primary representative to whom the Contractor communicates and responds to.

Materials: Any substances to be incorporated in the Work under the contract.

MUTCD: The Federal Highway Administration's (FHWA) *Manual on Uniform Traffic Control Devices*.

Notice of Award: The Written Notice by the City of the acceptance of the Bid of the successful Bidder.

Notice to Proceed: Written communication issued by the City to the Contractor authorizing he/she to proceed with the Work and establishing the date of commencement of Contract Time.

OSHA: The Occupational Safety and Health Act of 1970.

Owner: The City of Tallahassee, Leon County, Florida. The term "Owner" is also used interchangeably with the terms "City" and "Department" throughout the contract documents.

Plans: The plans, including reproductions thereof, issued by the City showing the location, character, dimensions, and details of the Work.

Project: An assignment of work under the Contract involving the construction of facilities or systems and required structures and appurtenances called for by the Plans and Specifications.

Shop Drawings: All working, shop, or erection drawings, associated trade literature, calculations, schedules, manuals and similar documents submitted by the Contractor to define some portion of the Work. The type of work includes both permanent and temporary facilities, as appropriate to the Project.

Site: The area upon which the Contractor's operations are carried out and such other area adjacent thereto as may be designated as such by the Engineer.

Special Provisions: Specific clauses adding to or revising the Standard Specifications and/or Supplemental Specifications, setting forth conditions varying from or additional to the Standard Specifications and/or Supplemental Specifications for a specific Project.

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

Standard Specifications: The Florida Department of Transportation *Standard Specifications for Road and Bridge Construction*, incorporated herein by reference as if fully written herein.

Subcontractor: A person or entity retained by the Contractor as an independent contractor to provide labor, materials, equipment, and/or services necessary to complete a specific portion of the Work.

Supplemental Specifications: Additions and amendments to the Standard Specifications.

Supplier: Any person or organization who supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the work site.

Time Impact Analysis: A time estimating procedure that utilizes networking techniques (fragnets) and an analysis of the facts associated with each delay to demonstrate its effect on the Project schedule. A fragnet is defined as a sequence of new activities and/or activity revisions that are proposed for addition to the existing schedule to demonstrate the influence of a delay and also the method for incorporating delays and impacts into the schedule. Its objective is to pinpoint, isolate and quantify any time impact associated with a specific issue and determine its time relationship to past or current delays.

Work: All labor, materials and incidentals required for construction of the improvements for which the Contract is made, including superintendence, use of equipment and tools, and all services and responsibilities prescribed or implied.

Written Notice: Any notice in writing to any party of the Contract relative to any part of the Contract and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at his/her last given address, or when delivered in person to said party or his/her authorized representative on the Project.

2.0 PLANS AND DRAWINGS

General drawings, showing such details as are necessary to give a comprehensive idea of the construction contemplated, will be shown in the Plans for the Project. The Plans and Specifications form a part of the Contract. All authorized alterations affecting the requirements or the information shown on the Plans shall be issued in writing by the Engineer.

3.0 CONSTRUCTION SCHEDULES

The Contractor shall deliver to the Engineer a detailed schedule for performance of the Work no later than three workdays prior to the preconstruction conference. For Projects under \$200,000, the Engineer may accept the schedule in bar graph form. For Projects of \$200,000 or more, the schedule shall utilize the Critical Path Method (CPM).

The form of the schedule shall be suitable to the Engineer and shall show the proposed dates of commencement and completion of each of the various work items required under the Contract Documents. No work shall begin prior to approval of this schedule. The schedule is further subject to Subarticle 8-3.2 of the Standard Specifications.

The schedule shall be updated and presented to the Engineer on a monthly basis. Failure of the Contractor to update and submit the schedule as required may result in the return of any partial pay request covering the period of the delinquent or improper schedule.

4.0 MATERIALS, SERVICES, AND FACILITIES

It is understood that, except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every kind, and all other services and facilities of every nature whatsoever necessary to execute, complete, and deliver the Work within the Contract Time.

The cost of any material or activity used by the Contractor for the Contractor's convenience shall be incidental to the item for which the material or activity is being used whether or not the material or activity is included in the Contract as a pay item. These include but are not limited to stone or granular bedding material, granular trench back-fill, borrow excavation, asphalt, maintenance of traffic, or any other material or activity which has not been deemed as essential to the Work or for which payment has not been authorized for by the Engineer.

Should the Engineer determine that any material or activity included herein is essential to the Work, the Contractor will be given specific and written authorization by the Engineer for the use and payment of the specific material or activity.

5.0 TESTS AND SAMPLES

Only materials meeting the requirements of the Specifications and Plans shall be used in the Work. The Engineer and the Inspector shall have access to all parts of the Work at all times and to all materials intended for use in the Work as well as to the site where such materials are manufactured. Materials will be inspected and passed upon as promptly as practicable, and none shall be used in the Work until they have been approved. The Work will be approved as it progresses, but failure to reject defective

work at the time it is performed shall in no way prevent its rejection at any time before Final Acceptance of the Work.

Any such inspection and test is for the sole benefit of City and shall not relieve the Contractor of the responsibility of providing quality control measures to assure that the Work strictly complies with the Contract Documents.

The Contractor, at his/her expense, shall furnish full information and/or samples of materials for approval when requested by the Engineer or required by the Contract Documents.

6.0 COORDINATION OF PLANS AND SPECIFICATIONS

The Plans and Specifications are essential parts of the Contract Documents and any requirements occurring in one is as binding as if occurring in all. They are intended to be cooperative, to describe and provide for all complete Work. Computed dimensions shall govern over scaled dimensions. Schematic and diagrammatic drawings shall not be scaled. Large-scale details or drawings shall prevail over small-scale details or drawings. Where the Plans and Specifications are not clear or definite, and where a discrepancy is discovered, the subject shall be referred to the Engineer for decision. Without such decision, the Contractor shall not make adjustments, except at his/her own risk.

In addition to the work and materials specifically called for in the Specifications as being included in any specific pay item, additional incidental work, not specifically mentioned, will be included in such pay item when so shown in the Plans, or if indicated, or obvious and apparent as being necessary for the proper completion of the Work under such pay item and not stipulated as being covered under other pay items.

In cases of discrepancy, the governing order of the Contract Documents shall be as follows:

1. Addenda
2. Special Provisions
3. Plans
4. Design Standards
5. Instructions to Bidders
6. General Provisions
7. Supplemental Specifications
8. Standard Specifications
9. Supplemental Information

The Contractor shall keep one copy of the Plans, Specifications, and Design Standards at the job site and available to the Engineer during all times that work is being performed. The Contractor or Subcontractor shall not perform work when such Plans, Specifications and Design Standards are not present at the job site.

7.0 SHOP DRAWINGS

Working drawings for any structure or portion of the Work shall consist of such detailed Plans as may be required for the prosecution of the Work but not included in the Plans. The Contractor shall furnish all necessary working drawings. Working drawings shall include shop details, and erection plans for all fabricated material, masonry layouts,

diagrams, placing and bending diagrams for reinforcing steel, and detail layout for all electrical work, piping and equipment, approval of which by the Engineer must be obtained before any work involving shop drawings may be performed.

Drawings for false work, centering and formwork may also be required. Any shop drawings based upon engineering concepts or designs shall be signed and sealed by Contractor's registered Florida Professional Engineer (other than the Engineer-of-Record or Specialty Engineer), the cost of which is incidental to the item of work for which the shop drawings pertain. In such cases, shop drawings shall be likewise subject to the Engineer's approval.

It is expressly understood, however, that approval by the Engineer of the Contractor's working drawings does not relieve the Contractor of any responsibility for accuracy of dimensions and details and complete compliance of the Work, materials, or equipment to the Specifications and Plans unless exceptions are specifically noted and requested, and specifically approved by the Engineer. The Contractor shall be responsible for agreement and conformity of his/her working drawings to the Plans and Specifications. The Contract Price shall include the cost of furnishing all shop drawings, and no additional compensation to the Contractor will be allowed for shop drawings.

8.0 PATENTS

The Contractor shall hold and save the City and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses, for or on account of any patented or non-patented invention, process, article, or appliance manufactured or used in the performance of the Contract including its use by the City, unless otherwise specifically stipulated in the Contract Documents.

9.0 APPLICABLE LAWS TO BE OBSERVED

The Contractor shall observe and comply with all Applicable Laws and shall indemnify and save harmless the City and all of the City's officers, agents, and employees against any claim or liability arising from or based upon the violation of any such law, ordinance or regulation, whether by himself, his/her employees or any subcontractor.

The Contractor is totally responsible for meeting all requirements of all permits obtained for construction of the Project and will be liable for all fines or other remedial requirements imposed by any governmental entity as a result of non-compliance with the conditions of the permits. Should the Inspector or any governmental agent empowered to act for an agency determine that a violation of the requirements of a permit has occurred, the Contractor, upon receipt of written or verbal notification, shall suspend all affected Work and take immediate steps to correct the violation.

10.0 CONTRACTOR'S RESPONSIBILITY FOR THE WORK

Until Final Acceptance by the Engineer, the Work shall be under the charge and care of the Contractor. The Contractor shall take every precaution to protect the Work from damage by the elements or from any cause whatsoever and shall repair and make good at the Contractor's own expense any such damage. The Contractor shall provide and maintain suitable strong and substantial barricades and signs wherever necessary, which signs and barricades shall be kept lighted from sunset to sunrise with suitable warning lights.

The Contractor shall save and keep harmless the City, and its employees from any and all claims for damage to persons or property sustained during the prosecution of the Work.

So that the City may be advised at regular intervals of the status of the Work under construction, the Contractor shall furnish to the Engineer all data that it has available that is necessary or desirable to the preparation of such a status report.

The Contractor shall attend monthly on-site progress meetings conducted by the Engineer to discuss current and future Work items and schedules as well as critical issues that could affect the cost or progress of the Work.

11.0 TRAFFIC CONTROL IN WORK ZONES

The Contractor shall furnish, erect, and maintain all necessary barricades, warning, and detour signs, suitable and adequate lights; provide watchmen where necessary to direct traffic; and take all other precautions to protect the Work and the public. Streets, which are closed to traffic by authority of the City Manager, shall be adequately barricaded and marked with warning and detour signs, and lights at all intersections and crossings along the detours. Street closings and detour routing shall be implemented only as called for in the Special Provisions or as shown on the Plans. Temporary detours shall be adequately marked throughout their length. All detour signing and routes shall be inspected and approved in writing by the City's Traffic Mobility Management Section prior to being open to traffic. It shall be the responsibility of Contractor to arrange such inspections with the City Engineer.

Detour routes shall be maintained in a safe and passable condition at all times, and at such time as the detour is no longer necessary, the streets constituting the detour route shall be restored to a condition equal to the condition of such streets prior to their use for detours, all to the satisfaction of the Engineer. All required restoration shall be considered incidental to the scope of maintenance of traffic work.

Obstructions and barricades shall be lighted at night, and such lights shall be kept burning from sunset to sunrise.

All such signing shall be done in accordance with applicable OSHA regulations, and the MUTCD.

The Contractor's failure to properly maintain a safe maintenance of traffic operations may result in affected work being suspended until such time as any unsafe conditions, as determined by the Engineer, have been corrected and made safe. No Contract Time extensions will be allowed for stop work orders due to unsafe traffic maintenance conditions.

12.0 COOPERATION OF CONTRACTOR

The Contractor shall give the Work the constant attention necessary to facilitate progress thereof, and shall cooperate with the Engineer, City staff, and with other contractors in every way possible.

The Contractor shall have present, at all times, a superintendent, satisfactory to the Engineer and capable of acting as Contractor's agent on the Project and who shall receive instructions from the Engineer. The superintendent shall have full authority to

execute orders of direction without delay and to properly supply such materials, tools, equipment, and labor as may be required.

13.0 WORKMEN AND EQUIPMENT

All workmen employed by the Contractor shall be experienced in and capable of doing the kind of tasks assigned to them. Any worker whom the Engineer may deem incapable of doing the kind of task assigned to him/her or who uses profane or abusive language, or who interferes with the Inspector, or disobeys the instructions of the Engineer, shall be discharged and shall not again be employed on the Project.

All equipment provided by the Contractor shall be first class, standard equipment, thoroughly adequate for the work for which it is to be used. Failure on the part of Contractor to furnish such labor and equipment shall be sufficient cause for termination of the Contract.

14.0 FIELD OFFICE

The Contractor shall maintain an office in or around the City of Tallahassee with a local telephone, and/or shall have direct contact with the Contractor's superintendent by mobile telephone.

The Contractor shall furnish the Engineer with telephone numbers for contact with the Contractor and with the Contractor's superintendent during normal office hours and during scheduled work hours. The Contractor's superintendent shall check for messages from the Engineer throughout the workday.

The Contractor shall also furnish the Engineer with telephone numbers for direct and immediate contact with the Contractor, and/or his/her authorized representative in responsible charge of the Work should emergency situations occur during non- office hours or during non-scheduled work hours.

15.0 CHANGES

The City may at any time, as the need arises, order changes within the scope of the Work without invalidating the Contract. If such changes increase or decrease the amount due under the Contract Documents, or the time required for performance of the Work, an equitable adjustment shall be authorized by a Change Order.

The Engineer may, at any time make changes in the details of the Work. The Contractor shall proceed with the performance of any changes in the Work so ordered by the Engineer unless Contractor believes that such changes entitle him to a change in Contract Price or Time, or both, in which event the Contractor shall give the Engineer immediate Written Notice thereof after the receipt of the ordered change. Thereafter, the Contractor shall document in Written Notice to the Engineer, the basis for the change in Contract Price or Time, within fifteen (15) calendar days. A Time Impact Analysis must accompany all changes resulting in a request for additional Contract Time.

Changes in the Work may be accomplished by Change Order, Construction Change, Directive, or Field Order. Any one of these documents will be interpreted as instructions from the Engineer.

A Change Order shall be based upon agreement between the City and the Contractor. A Construction Change Directive may or may not be agreed to by the Contractor. The Engineer or his representative may issue a Field Order for minor changes to the Work.

Changes in the Work shall be performed under the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive, or Field Order.

15.1 Change Order: A Change Order is a document prepared by the Engineer and signed by the City and the Contractor, stating their agreement upon all of the following:

1. a change in the Work;
2. the amount of the adjustment in the Contract Price, if any; and
3. the extent of the adjustment in the Contract Time, if any.

Methods and precedence used in determining adjustments to the Contract Price shall be those listed in 15.2.1 of these General Provisions.

The issuance of a Change Order will be full and final settlement for any issue or item addressed in the Change Order. No Change Order will be accepted or processed with any "reservation of rights" notations or clauses.

15.2 Construction Change Directives: A Construction Change Directive is a written order prepared and signed by the Engineer, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Price or Contract Time, or both. The Engineer may, by issuing a Construction Change Directive, order changes to the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Price and Contract Time being adjusted accordingly if affected by the change. A Construction Change Directive shall be used in the absence of agreement on the terms of a Change Order.

15.2.1 If a Construction Change Directive or Change Order provides for an adjustment to the Contract Price, the adjustment shall be based on one of the following methods and precedence:

- (a) unit prices stated in the Proposal,
- (b) unit prices agreed upon through previous Change Orders,
- (c) by mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation by the Engineer,
- (d) by actual cost, to be determined in a manner agreed upon by the Contractor and City and including a mutually acceptable fixed or percentage fee (if any), or
- (e) as provided in 15.2.2 of these General Provisions.

Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work and immediately advise the Engineer of the Contractor's disagreement with the method, if any, provided

in the Construction Change Directive for determining the proposed adjustment in the Contract Price or Contract Time.

15.2.2 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Price, the method and the adjustment shall be determined by the Engineer on the basis of reasonable expenditures and savings of those performing the work attributable to the change, including, in case of an increase in the Contract Price, a reasonable allowance for overhead and profit. In such case, and also under 15.2.1(c) of these General Provisions, the Contractor shall keep and present, in such form as the Engineer may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Subarticle shall be limited to the following:

- (a) Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' or workmen's compensation insurance;
- (b) Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- (c) Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- (d) Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- (e) The Contractor may add 10% (for overhead and profit) to the cost for work performed by his/her own forces and 5% (for overhead and profit) to the cost for work performed by Subcontractors. The Subcontractor may add 10% (for overhead and profit) to the cost for work performed by his/her own forces. The Contractor may add an amount, confirmed by the Surety, not to exceed 2% for the additional bond premium.
- (f) Overhead shall include the following: supervision, wages of time keepers, watchmen, and clerks, small tools, incidentals, general office expense, and all other expenses not included in Cost.

15.2.3 When the City and the Contractor agree with the adjustments in the Contract Price and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and shall be recorded by preparation and execution of an appropriate Change Order.

15.2.4 Prior to final determination of cost to the City and an executed Change Order, amounts not in dispute may be included in applications for payment.

15.3 Minor Changes in the Work:

The Engineer will have authority to order minor changes in the Work not inconsistent with the intent of the Contract Documents. Such changes shall be effected by issuance of a Field Order and shall be binding on the City and the Contractor. The Contractor shall carry out such written orders promptly.

16.0 DELAYS BEYOND THE CONTROL OF THE CONTRACTOR

Contract Time extensions will be considered by the Engineer for any delay beyond the control of the Contractor and affecting the critical path of the approved schedule or a controlling Item of work if the delay is brought to the attention of the Engineer immediately upon the Contractor having knowledge that a delay is forthcoming. Documentation, satisfactory to the Engineer, such as but not limited to, purchase orders, notice of strikes, shipping bills, manufacturer's letters of delivery or other similar items, must be provided along with a written request for additional contract time. The written request shall include a Time Impact Analysis.

If documentation indicates that the Contractor failed to perform in a timely manner, any act that would have prevented the delay, no additional Contract Time will be granted.

An extension of contract time will be the only adjustment to the Contract for such a delay. Failure of the Contractor to properly notify the Engineer will render void the Contractor's claim.

The City reserves the right to waive the necessity of a Time Impact Analysis for any given claim, delay, or other issue. By the Contractor's acceptance of the waiver, the Contractor agrees to have irrevocably waived his/her rights to any additional Contract Time or Contract Price other than those incorporated into a Change Order, as full and complete compensation for the event for which the Time Impact Analysis was waived.

17.0 DIFFERING SITE CONDITIONS

During the progress of the Work, if subsurface or physical conditions are encountered at the site differing materially from those indicated in the Contract Documents or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work required 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 they are disturbed and before the affected work is performed.

Upon written notification, the Engineer will investigate the conditions, and if the Engineer determines that the conditions differ materially and cause an increase or decrease in the Contract Price or Contract Time, or both, required for the performance of any work under the Contract, an equitable Contract adjustment, excluding the loss of anticipated profits, will be made by the City and the Contract modified in writing accordingly.

The Engineer will notify the Contractor whether or not an adjustment of the Contract is warranted. No Contract adjustment that results in a benefit to the Contractor will be allowed unless Contractor has provided the required immediate Written Notice.

The Written Notice will be followed within fifteen (15) calendar days by a detailed accounting of the claim including affected equipment and manpower, and a Time Impact Analysis.

No Contract adjustment will be allowed under this Article for any affects caused to any other City Projects.

If the Contract stipulates that hours/days are allocated for changed condition delays, then these hours/days and associated costs are incidental to the Contract and no claim

for additional Contract Time or Contract Price shall be made due to such delays until such days/hours have been exhausted. Any changed condition that results in changed quantities, added, or deleted work to the Contract, will be adjusted in accordance with Article 15.0 of these General Provisions. Any days added via a Change Order for additional work, will not be claimed against the Contract Time allocated for changed conditions

The delay time shall be measured in hours with no more than 8 hours of delay allowed per workday.

18.0 PROSECUTION OF THE WORK

The Contractor shall begin the Work no later than ten (10) calendar days following date of "Notice to Proceed" unless otherwise provided by Written Notice, and shall proceed with the Work in the order designated in the construction schedule. No work shall commence prior to the date of "Notice to Proceed". The work shall be conducted in such a manner and with sufficient labor, materials, tools, and equipment necessary to complete the Work within the Contract Time. Should the Contractor, or the manner of carrying on the work be manifestly incompetent or inadequate to do the Work within the Contract Time, then the City shall have the right to take charge of the Work and furnish the labor, materials, and equipment necessary to complete the Work as planned within the Contract Time and to charge the cost of all such work against the Contractor, and his/her Surety shall be held responsible therefore.

19.0 TIME FOR COMPLETION

The contract time for completion of the Work shall be as specified in the Proposal, excluding any approved time extensions. Contract time stops and the warranty period starts upon the date the Engineer certifies Final Acceptance of the Work in accordance with Article 34.0 of these General Provisions.

20.0 EXTENSION OF CONTRACT TIME

It is mutually agreed that no extension of Contract Time shall be effective unless in writing in the form of an approved Change Order.

An application by the Contractor for extension of Contract Time for any reason other than for weather-related delays, must be accompanied by a Time Impact Analysis, must be in writing, must set forth in detail the justification for the additional Contract Time, and must be submitted to the Engineer within fifteen (15) calendar days or as otherwise provided elsewhere in the Specifications following the occurrence of the cause of the request for a time extension.

If an application is made for an extension of Contract Time, the Contractor shall be entitled only to an extension of time for delay in completion of the Work, when the Contractor is obstructed or delayed in the commencement, prosecution or completion of any part of the Work by any act or delay of City or by acts or omissions of other contractors (not under contract to the Contractor) on the Project, or by riot, insurrection, war, pestilence, actions of public authorities, fire, lightning, earthquakes, cyclones, flood, or by strikes, or other causes; when such causes of delay mentioned in this paragraph, in the opinion of the Engineer, are entirely beyond the control of Contractor. The Contractor shall, however, be entitled to an extension of Contract Time for such

causes only for the number of calendar days which the Engineer may determine to be due to such causes.

Only those causes that affect the critical path or controlling items of work indicated in the approved construction schedule (as supported by a Time Impact Analysis) will be considered for an extension of Contract Time.

Float Time is not for the exclusive use of or benefit of either the City or the Contractor. It is an expiring resource, available to both City and Contractor alike, to be used on a first come first serve basis.

Extension of Contract Time will be granted only to the extent that equitable time adjustments for the activities affected exceed the total or remaining Float Time along the path of those activities. In cases where the Contractor does not submit a Time Impact Analysis within the specified period of time, he/she shall be deemed to have irrevocably waived his/her rights to any increase in Contract Time or Contract Price.

The Engineer's approval or rejection of a Time Impact Analysis, or if deemed necessary, a request by the Engineer for a meeting, shall be made within fifteen (15) calendar days after receipt of a Time Impact Analysis. Upon approval, a copy of the Time Impact Analysis, signed by the Engineer or authorized representative, shall be returned to the Contractor for incorporation into the schedule. The Contractor will incorporate the change into the schedule at the first update after the approval by the Engineer.

The City reserves the right to waive the necessity for a Time Impact Analysis for any given claim, delay, or other issue. By the Contractor's acceptance of the waiver, the Contractor agrees to have irrevocably waived his/her rights to any additional Contract Time or monetary compensation other than those incorporated into an applicable Change Order, as full and complete compensation for the event for which the Time Impact Analysis was waived.

The determination made by the Engineer on an application for an extension of Contract Time shall be binding and conclusive on the Contractor.

The Contractor agrees to make no claim for damages for delay in the performance of any act of the City, the Engineer, or any of their representatives or because of any injunction which may be brought against the City or its representatives, and agrees that any such claim shall be fully compensated for by an extension of Contract Time to complete performance of the Work.

21.0 ADVERSE WEATHER

21.1 During adverse or severe weather, all work must stop when the Engineer so directs and all Work must be suitably protected.

21.2 The established Contract Time for the Work does not include allowances for delays caused by adverse weather.

Contract Time extensions for delay caused by the effects of adverse weather upon the critical path of the approved construction schedule or controlling items of work will be handled differently from those resulting in other types of delay. Such Contract Time extensions will be determined by the Engineer, and are

justified only when precipitation or other adverse weather conditions or related adverse in-situ soils conditions prevent the Contractor from reasonably performing controlling items of work resulting in:

1. The Contractor being unable to work at least 50 percent (50%) of the normal workday on pre-determined controlling items of work due to adverse weather conditions or:
2. The Contractor must make major repairs to the Work damaged by adverse weather, provided the damage was not attributable to a failure to perform or neglect by the Contractor, and the Contractor was unable to work at least 50 percent (50%) of the normal workday on pre-determined controlling items of work.

22.0 LIQUIDATED DAMAGES

It is mutually agreed between the parties that time is of the essence of this Contract and that there will be, on the part of City, considerable monetary damage resulting from the costs of delay to the public in the event the Work is not completed within the time fixed for completion in the Contract or within the Contract Time to which such completion may have been extended.

The amount per calendar day specified in the Proposal is hereby agreed upon as liquidated damages for each and every calendar day that the time consumed in completing the Work exceeds the Contract Time.

This sum shall not, in any event, be considered as penalty or otherwise than as the liquidated and adjusted damages to the City because of the Contractor's failure to complete the Work within the Contract Time. The Contractor and his/her Surety agree that the daily rate of liquidated damages shall be deducted and retained out of the moneys which may become due the Contractor, and, if not so deducted, the Contractor and his/her Surety shall be liable therefore.

The amount of liquidated damages shall be assessed at the rate specified in the Proposal. Failure of the Contractor to file a grievance as to the rate of Liquidated Damages before the Contract is awarded shall constitute acceptance and shall waive any later offenses or remedies as to the rate.

23.0 AUTHORITY AND DUTIES OF THE INSPECTOR

Representatives from local, state, and federal governments shall be authorized to inspect the Work, including preparation, fabrication, and manufacture of materials to be incorporated into the Work. The Inspector shall not be authorized to alter or waive any requirements of the Specifications.

The Inspector will call to the attention of the Contractor any failure of the Work or material to conform to the Plans, Specifications, and other Contract Documents. The Inspector may reject materials or suspend the work, with any questions that may arise, being referred to and decided by the Engineer. It shall be the responsibility of the Contractor and his/her personnel to cooperate fully with the Inspector and to furnish any assistance, to include labor and materials at the work site, required for proper inspection of the Work. The presence of the Inspector shall in no way lessen the responsibility of

the Contractor. All instructions are to be received from the Engineer or the Inspector and not directly from other representatives mentioned above.

24.0 INSPECTION

The Contractor shall furnish the Engineer with every reasonable facility for ascertaining whether or not the Work or the materials incorporated therein are in accordance with the Contract Documents. No work shall be done or materials used without suitable supervision or inspection by the Engineer or the Inspector. Failure to reject any defective Work or materials shall not in any way waive the right of later rejection upon discovery of such defects or relieve the Contractor of his/her obligations to the City. All materials furnished and work performed that is not in accordance with the Contract Documents will be rejected and shall be immediately removed from the work site. Corrective work shall be performed, and other materials shall be furnished in accordance with the Contract Documents. If the Contractor fails to remove the work and materials when ordered as above described within 48 hours, then the Engineer shall have the right and authority to suspend the work at once and to supply personnel and materials to remove and reconstruct the defective work at the cost and expense of the Contractor.

25.0 DEFECTIVE WORK

The inspection of the Work shall not relieve the Contractor of any of his/her obligations to fulfill his/her contractual obligation to the City. Defective work shall be made good, notwithstanding that such work may have been previously inspected by the Engineer and accepted or estimated for payment. The failure of the Engineer to condemn improper materials or workmanship shall not be considered as a waiver of any defect which may be discovered later, or as preventing the City at any time subsequently from recovering damages for work actually found to be defective.

26.0 CORRECTIONS TO PLANS AND SPECIFICATIONS

Should any portions of the Plans and Specifications be obscure or in dispute, they shall be referred to the Engineer who shall decide as to the true meaning and intent. The Engineer shall also have the right to correct any errors or omissions in the Plans and Specifications at any time such corrections are necessary for the proper fulfillment of the Work.

27.0 DISAGREEMENT

Should any disagreement or difference arise as to the estimate, quantities, or classifications or as to the meaning of the Plans and Specifications on any point concerning the character, acceptability and nature of the several kinds of work and materials and construction thereof, the decision of the Engineer shall be final and conclusive and binding upon all parties to the Contract.

28.0 RIGHT OF THE CITY TO TERMINATE THE CONTRACT

If the Contractor should be adjudged as bankrupt, or if he/she should make a general assignment for the benefit of his/her creditors, or if a receiver should be appointed for the Contractor or any of his/her property, or if he/she should persistently or repeatedly

refuse or fail to supply enough properly skilled workers or proper materials, or if he/she should refuse or fail to make prompt payment to persons supplying labor or materials for the Work under the Contract, or persistently disregard instructions of the Engineer, or fail to observe or perform any provisions of the Contract Documents, or otherwise be guilty of a substantial violation of any provision of the Contract, the City may serve Written Notice upon the Contractor of its intention to terminate the Contract, such notice to contain the reasons for such intention, and unless within five (5) calendar days after the serving of such notice upon the Contractor such violation or delay shall cease and satisfactory arrangement of correction be made, the Contractor shall, upon the expiration of said five (5) calendar days, cease and terminate. However, if any of the above mentioned actions or violations occur after the serving of the first such intent to terminate, the City may serve Written Notice of intent to terminate the Contract upon the Contractor, such notice to contain the reasons for such intent, and the Contract shall cease and terminate upon the expiration of five (5) calendar days. In the event of any such termination, the City shall immediately serve notice thereof upon the Surety and the Contractor. The Surety shall have ten (10) calendar days from the date of the mailing of such notice within which it may exercise its right to take over and perform the Contract.

The City, by Written Notice may terminate the Contract or a portion thereof, for its convenience, or after determining that for reasons beyond either the City's or Contractor's control, it is prevented from proceeding with or completing the Work as originally contracted and that termination would therefore be in the best public interest. Such reasons may include, but not necessarily limited to, national emergencies, executive orders, actions of third party person(s) or any other entity bringing about the need to terminate.

When the Contract, or any portion thereof, is terminated before the completion of all items in the Contract, payment will be made for the actual number of units or items of the Work completed at the Contract unit prices, or as mutually agreed for items of the Work partially completed or not begun.

Reimbursement for mobilization expenses (when not otherwise included in the Contract) including moving equipment to the work site, will be considered where the volume of the Work completed is too small to compensate the Contractor for these expenses under the Contract unit prices; the intent being that an equitable settlement will be made with the Contractor.

Acceptable materials procured by the Contractor for the Work, that have been inspected, tested and approved by the Engineer, and that are not incorporated into the Work, may be purchased from the Contractor at actual cost, as shown by recited bills and actual cost records, at such points of delivery as may be designated by the Engineer.

Termination of the Contract or a portion thereof, under the provisions of this Article, shall not relieve the Contractor of his/her responsibilities for the completed portion, nor shall it relieve the Surety of its obligation for and concerning any just claims arising out of the Work performed.

29.0 APPLICATIONS FOR PAYMENTS

- 29.1 Requests for Payment: Requests for payment shall be prepared on the request form provided by the Engineer and made monthly on the first day of the month. Each payment request shall be for the cost of the Work completed and the value of suitable material stored at the work site since the time of the previous request. The Engineer shall certify payment requests according to his best judgments of the correct amount.
- 29.2 Withholding Payment for Defective Work: If the City discovers any defective work or material prior to Final Acceptance, or if the City has reasonable doubt as to the integrity of any part of the completed Work prior to Final Acceptance, then the City will not allow payment for such defective or questionable Work until the contractor has remedied the defect and removed any causes of doubt.
- 29.3 Retainage: For construction services contracts of \$200,000 and less, the City shall withhold as retainage ten percent (10%) of the Contract price until Final Acceptance of the Work by the Engineer.

For construction services contracts in excess of \$200,000, the City shall withhold as retainage ten percent (10%) from each progress payment until completion of fifty percent (50%) of the Work as identified in the Contract together with all costs associated with existing change orders and other additions or modifications to the Work as provided in the Contract. After completion of 50% of the Work, the amount of retainage from subsequent progress payments will be reduced to five percent (5%). The contractor may request up to one-half of the retainage held by the City after completion of 50% of the Work, provided that the contractor meets the conditions contained in Sections 218.735(8) paragraphs (c) through (f), Florida Statutes, but in no case shall the amount retained be less than five percent (5%) until Final Acceptance of the Work by the Engineer.

These retainage provisions do not apply for construction services purchased by the City which are paid for, in whole or in part, with federal funds and are subject to federal grantor laws and regulations or requirements that are contrary to any provision of the Local Government Prompt Payment Act.

30.0 EVIDENCE OF PAYMENT

The Contractor shall furnish the City, whenever requested, with satisfactory evidence that all Subcontractors who have performed the Work, or have furnished materials under the Contract have been duly paid or satisfactorily secured. In case such evidence is not furnished as aforesaid, such amounts as may be necessary to meet the claim of such unsatisfied Subcontractors and suppliers may be retained from moneys due to the Contractor under the Contract until the liabilities aforesaid have been fully discharged.

31.0 LIENS

Before Final Acceptance of the Work and payment of the sums retained by the City, the Contractor shall furnish to the City proper and satisfactory evidence under oath that all claims for labor and materials employed or used in the construction of the Work have

been settled, and that no legal claims can be filed against the City for such labor or materials.

32.0 USE OF NEW WORK

The Engineer may direct the Contractor to place in use any portion of the Project that the Engineer has determined to be in acceptable condition for such use. Such determination or direction by the Engineer neither constitutes acceptance of the Work or any part thereof nor does it relieve the Contractor from any obligation for preservation or repair of the Work in accordance with the Contract Documents. The warranty period for such Work shall not begin until the date of Final Acceptance.

33.0 CLEAN UP

Article 4-6, of the Standard Specifications shall govern as the provision for this Article.

34.0 FINAL ACCEPTANCE

Upon Written Notice from the Contractor that the Work is complete, the Engineer shall make a final inspection and shall perform such tests of the Work as the Engineer may deem necessary. The Engineer shall notify the Contractor of all instances in which the Work fails to comply with the Plans and Specifications, as well as any defects that may be discovered. The Contractor shall immediately make such alterations as are necessary to make the Work comply with the Plans and Specifications, all to the satisfaction of the Engineer.

When the Contractor has completed all Work in a satisfactory manner; successfully passed all required testing; submitted acceptable as-built record drawings; and submitted all other records as required by the Specifications; the Engineer shall certify Final Acceptance of the Work. The Contractor's obligations under the warranty shall begin on the date of certification of Final Acceptance.

35.0 FINAL PAYMENT

The Contractor shall not submit a final request for payment until after certification of Final Acceptance by the Engineer. Payment of the Contractor's final request for payment, to include all moneys previously retained from partial payments on the Work, shall become due upon certification by the Engineer of the correct amount.

36.0 ACCEPTANCE OF FINAL PAYMENT

Acceptance by the Contractor of final payment for the Work shall operate as a release to the City from all claims and liabilities to the Contractor for all Work done or materials furnished, or for any act of the City or its agents affecting the Work.

37.0 WARRANTY

Except as otherwise specified, all Work shall be warranted by the Contractor against defects resulting from the use of inferior materials, equipment, or workmanship for two (2) years from the date of Final Acceptance. No express warranty or guarantee contained herein shall in any way limit, avoid, displace, or modify any implied warranties or guarantees owed by the Contractor to the City.

If within the warranty period, repairs or changes are required in connection with the warranted Work, which in the opinion of the Engineer is rendered necessary as the result of the use of materials, equipment or workmanship which are defective, or inferior, or not in accordance with the terms of the Contract, the Contractor shall promptly, upon written notice from the City, and without expense to the City:

1. Place in satisfactory condition in every particular all of such warranted Work, correct all defects therein; and
2. Make good all damage to the structure or site, or equipment or contents thereof, which, in the opinion of the Engineer is a result of the use of materials, equipment or workmanship which are inferior, defective or not in accordance with the Contract; and
3. Make good any work or materials, or the equipment and contents or structures or site disturbed in fulfilling any such warranty.

In any case where in fulfilling the requirements of the Contract or of any warranty, embraced in or required thereby, the Contractor disturbs any Work warranted under the Contract, it shall restore such disturbed Work to conditions satisfactory to the Engineer and shall warrant such restored Work to the same extent as it was warranted under the original Contract.

If the Contractor, after notice, fails to proceed promptly to comply with the terms of the warranty, the City may have the defects corrected and the Contractor and the Surety shall be liable for all expenses incurred.

All special warranties applicable to definite parts of the Work, which may be stipulated in the Contract Documents, shall be subject to the terms of this Article during the first two (2) years of the life of such special warranty.

The Contractor hereby understands and agrees that none of the warranties or guarantees as to defects in materials, equipment, or workmanship set forth herein shall in any way limit or shorten the statutory limitations period during which the City can bring an action in law or equity against the Contractor for breach of the Contract. The Contractor further agrees that the limitations period for any action in law or equity that the City might bring against the Contractor for breach of the Contract shall not begin to run until the time at which the breach is actually discovered by the City.

38.0 ASSIGNMENTS

The Contractor shall not assign the whole or any part of this Contract or any moneys due or to become due hereunder without written consent of the City. In case the Contractor assigns all or any part of any moneys due or to become due under the Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to moneys due or to become due to the Contractor shall be subject to prior liens of all persons, firms, and corporations for service rendered or materials supplied for the performance of the Work called for in the Contract.

39.0 RIGHTS-OF-WAY AND EASEMENTS

The City will furnish the rights-of-way and easements designated in the Plans for construction of the Work. All operations shall be confined to those designated areas.

The City will not provide right-of-way over other properties. The Contractor shall take every possible precaution to prevent inconvenience or damage to the City's or tenants of adjacent property. Public highways or streets shall not be obstructed in such a way as to inhibit traffic flow, unless called for in the Plans or Specifications. The Contractor shall, at his/her own expense, repair any damage or injury to either public or private property during the progress of the Work and shall indemnify, save, and hold harmless the City against any claims arising as the result of such damages.

40.0 PROTECTION OF PRIVATE PROPERTY AND MONUMENTS

The Contractor shall maintain access for property owners to their property at all times. Any barricading of accesses must be coordinated with the affected property owners.

The Contractor shall be responsible for the preservation of all property corners and monuments. In the event that an existing property corner or monument is destroyed or disturbed, the Contractor shall have same replaced and certified by a Florida registered professional surveyor and mapper (PSM) at no extra expense to the City.

41.0 CONSTRUCTION OFFICE

Should the Contractor so desire, he/she may build temporary construction offices or other structures for housing personnel, tools, machinery, and supplies, but they will be permitted only at approved sites, and their surroundings shall be maintained at all times in a sanitary and satisfactory manner. On or before completion of the Work, all such structures shall be removed and the sites cleaned-up and grassed at the expense of the Contractor.

42.0 ELECTRICITY

All electricity necessary for construction of the Work shall be paid for by the Contractor, who shall make all arrangements for obtaining the electricity.

43.0 WATER SUPPLY

The Contractor shall furnish all water necessary for construction of the Work, and shall arrange for connections and meter installations, secure all required permits, and pay all fees. The Contractor shall install all piping and clear away all temporary construction after the Work is completed.

44.0 SANITARY PROVISIONS

The Contractor shall provide and shall maintain in a neat, sanitary condition such accommodations for the use of his/her employees as may be necessary to comply with Applicable Laws. The Contractor shall not commit a public nuisance.

45.0 AS-BUILT RECORD DRAWINGS

The submission of as-built record drawings shall be as stipulated in the Supplemental Specifications and/or Special Provisions.

46.0 PROJECT CLOSEOUT DOCUMENTS

The Contractor must submit the following documents to the Engineer prior to issuance of Final Acceptance:

- 1) As-built record drawings, when stipulated in the Specifications.
- 2) Video report of pipe culverts in accordance with Section 430-4.8 of the Standard Specifications.
- 3) Verification of the reestablishment of all horizontal control points originally furnished by the Department in accordance with Section 5-7.5 of the Standard Specifications.
- 4) Equipment and materials warranties.
- 5) Final results of any required testing by the Contractor.

The following documents must be submitted to the Engineer prior to or with the final request for payment:

- 1) Consent of Surety.
- 2) Contractor's Affidavit of Payment of Debts and Claims.
- 3) Contractor's Affidavit of Release of Liens.
- 4) DBE and MBE certification forms (A minimum of three (3) executed copies for each DBE or MBE Subcontractor or supplier).
- 5) NPDES Notice of Termination.
- 6) Arborist Certification.
- 7) Agreement of Final quantities; i.e., the plus and minus sheet, to initiate the final change order process.
- 8) All documents as may be required by other governmental agencies or governing permits.

SUPPLEMENTAL SPECIFICATIONS

(Date of Last Revision: 2/10/2016)

These Supplemental Specifications amend or supplement Division I and Division II of the January 2016 edition of the Florida Department of Transportation *Standard Specifications for Road and Bridge Construction*. All provisions of the *Standard Specifications for Road and Bridge Construction* that are not amended or supplemented remain in full force and effect. The *Standard Specifications for Road and Bridge Construction* are available as an eBook from the Florida Department of Transportation website: <http://www.dot.state.fl.us/programmanagement/Implemented/SpecBooks/default.shtm> **The City modifies Division I and Division II of the *Standard Specifications for Road and Bridge Construction* in the following manner:**

DIVISION I – GENERAL REQUIREMENTS AND COVENANTS

SECTION 1 – DEFINITIONS AND TERMS

Delete and substitute the following definitions in Article 1-3 Definitions:

Contract Documents.

The term “Contract Documents” includes: Notice to Bidders, Instructions to Bidders, General Provisions, Special Provisions, Supplemental Specifications, Supplemental Information, Standard Specifications, Plans, Addenda or other information issued to prospective bidders prior to the receipt of bids, the Contractor’s Bid Proposal, MBE Utilization Summary, Bid Security Bond, Contract, Contract Bond, Contract Certification Form, Insurance Certifications, Field Orders, Construction Change Directives, and Change Orders, all of which are to be treated as one instrument whether or not set forth at length in the form of a contract.

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 work 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.

Any Corporation or Partnership offering engineering services must hold a Certificate of Authorization from the Florida Department of Business and Professional Regulation.

Department.

When this term is used it is synonymous with the City of Tallahassee, Florida.

Engineer.

The City Engineer of the City of Tallahassee, Florida, a City departmental engineer, or a City departmental project manager acting directly or through duly authorized representatives; such representatives acting within the scope of the duties and authority assigned to them.

Note: In order to avoid cumbersome and confusing repetition of expressions in these Specifications, it is provided that whenever anything is, or is to be done, if, as, or, when, or where “acceptable, accepted, approval, approved, authorized, condemned, considered necessary, contemplated, deemed necessary, designated, determined, directed, disapproved, established, given, indicated, insufficient, ordered, permitted, rejected, required, reserved, satisfactory, specified, sufficient, suitable, suspended, unacceptable, or unsatisfactory,” it shall be understood as if the expression were followed by the words “by the Engineer,” “to the Engineer,” or “of the Engineer.”

Holidays.

Days designated as holidays include, but are not limited to, New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Plans.

The plans, including reproductions thereof, issued by the Department showing the location, character, dimensions, and details of the work.

Proposal Form.

The official form or bid item sheets on which the Department requires formal bids to be prepared and submitted for the work.

Right-of-Way.

The land the Department has title to or right of use.

Special Event.

Any event, including but not limited to, a home football game of Florida State University or Florida A&M University, a festival, fair, run or race, motorcade, parade, civic activity, cultural activity, charity or fund drive, sporting event, or similar activity designated in the Contract Documents.

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. 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.

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.

Specifications.

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

A. Standard Specifications: the Florida Department of Transportation *Standard Specifications for Road and Bridge Construction*; an electronic book, containing adopted requirements, setting out or relating to the method or manner of performing work, or to the quantities and qualities of materials and labor.

B. Supplemental Specifications: Approved additions and revisions to the Standard Specifications.

C. Special Provisions: Specific clauses that add to or revise the Standard Specifications or Supplemental Specifications, setting forth conditions varying from or additional to the Standard Specifications or Supplemental Specifications applicable to a specific project.

Work Order.

A written agreement between the Contractor and the Department modifying the Contract within the limitations set forth in these Specifications.

Add the following definitions in Article 1-3 Definitions:

Approved Products List (Department's Approved Products List, Department's APL).

A list of products that have been approved by the Florida Department of Transportation for use on State and Federal Highways.

Bid Security.

The security furnished by the bidder as guaranty that the bidder will enter into the Contract for the work if the Department accepts the proposal.

Construction Training Qualification Program (CTQP).

A Florida Department of Transportation program through which Construction technicians and contractors can receive training and become qualified to test materials to improve the quality of Florida's roads.

Department's List of Producers with Accepted Quality Control Programs (Producers with Accepted Quality Control Programs).

A listing of participating material producers with Quality Control (QC) Programs that have been reviewed and approved by the State Materials Office of the Florida Department of Transportation.

Design Standards (Department Design Standards).

The Florida Department of Transportation's "Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System".

District Materials Office.

One of the six district offices of the Florida Department of Transportation's State Materials Office.

Instructions to Bidders.

A document provided to prospective bidders that sets forth the requirements and procedures to be followed for the preparation and submittal of proposals for a competitive bid.

Materials Manual (Department's Materials Manual).

A publication of the State Materials Office of the Florida Department of Transportation standardizing the use and acceptance of materials and sampling and testing procedures.

Materials Office (State Materials Office).

The Florida Department of Transportation State Materials Office (SMO), located in Gainesville, Florida, which sets the policies and procedures for the materials program that are carried out at the district level by six district materials offices that are located throughout the state.

Structures Design Bulletins.

Publications by the Structures Design Office that provide information on changes in design policies or procedures.

Structures Design Guidelines (Department's Structures Design Guidelines).

A publication by the Structures Design Office that sets forth the basic Florida Department of Transportation design criteria that are exceptions to those included in the AASHTO/LRFD Bridge Design Specifications published by AASHTO for Load and Resistance Factor Design

Structures Design Office (SDO).

The Florida Department of Transportation Structures Design Office, located in Tallahassee, Florida, which provides design guidance and technical assistance for structural, geotechnical, mechanical and electrical issues related to structural design and construction

Qualified Products List (Department's Qualified Products List, Departments QPL).

A list published and maintained by the State Specifications Office of the Florida Department of Transportation of specific products and materials approved for use on Florida Department of Transportation facilities.

Delete the following definitions in Article 1-3 Definitions:

Contract Claim.

Contract Letting.

Developmental Specification.

Proposal Guarantee.

Secretary.

Supplemental Agreement.

Technical Special Provisions.

Unilateral Payment.

SECTION 2 – PROPOSAL REQUIREMENTS AND CONDITIONS

Delete Article 2-1 Prequalification of Bidders and substitute the following:

Bidders must be prequalified in accordance with established policies and procedures of the City of Tallahassee. Requirements and instructions for pre-qualification may vary from project to project. Bidders will be advised of specific prequalification requirements in the Notice to Bidders and/or Advertisement for each project.

Delete Article 2-2 Proposals.

Delete Article 2-4 Examination of Plans, Specifications, Special Provisions and Site of Work.

Delete Article 2-5 Preparation of Proposals.

Delete the last paragraph of Article 2-6 Rejection of Irregular Proposals.

Delete Article 2-7 Guaranty to Accompany Proposals.

Delete Article 2-8 Delivery of Proposals.

Delete Article 2-9 Withdrawal or Revision of Proposals.

Delete Article 2-10 Opening of Proposals.

SECTION 3 – AWARD AND EXECUTION OF CONTRACT

Delete Section 3 in its entirety.

SECTION 4 – SCOPE OF THE WORK

Delete Article 4-2 Work not covered by Standard Specifications and substitute the following:

4-2 Work not covered by Standard Specifications.

Construction of the work described in the Contract and any contractual requirements not covered by the Standard Specifications may be covered by Plan notes or by the Instructions to Bidders, General Provisions, Supplemental Specifications, or Special Provisions for the Contract, and all requirements of such Plan notes, Instructions to Bidders, General Provisions, Supplemental Specifications, and Special Provisions shall be considered as a part of these Specifications.

Delete Subarticle 4-3.1 General.

Delete Subarticle 4-3.2 Increase, Decrease or Alteration in the Work.

Delete Subarticle 4-3.4 Conditions Requiring a Supplemental Agreement or Unilateral Payment.

Delete Subarticle 4-3.5 Extra Work.

Delete Subarticle 4-3.9 Cost Savings Initiative Proposal and substitute the following:

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. This Subarticle does not, however, apply to any such Proposal unless the Contractor identifies it at the time of his/her 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 and for any reason any Proposal submitted. The Department will not allow the substitution of another design alternate that is detailed in the plans, on which the Contractor could have bid, for the one on which the Contractor has bid, as a Proposal under this Subarticle. Pending the Department's execution of a formal change order 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.

4-3.9.2 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 new pay item numbers. 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. Provide 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 qualified consultant in the applicable class of work. Support all design changes that result from the Proposal with prints of drawings and computations signed and sealed by the Contractor's Engineer of Record. Written documentation or drawings will be provided 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 time for Department reviews.

4-3.9.4 Processing Procedures: Submit two copies of each Proposal 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 change order, provide 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. 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 Contractor's 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 based on a certified invoice from the Contractor's Engineer of Record. 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 any 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 Florida Department of Transportation's Approved Products List 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.

The 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.

Delete Article 4-4 Unforeseeable Work.

Expand Article 4-6 Final Cleaning Up of Right-of-Way by the following:

Depositing rubbish, construction debris, or spoils onto public or private property without the written approval of the Engineer is prohibited. For each occurrence the cost of clean up by City personnel and equipment will be deducted from the Contract Price. Materials not being used for current work tasks shall be stored or stockpiled in approved areas.

SECTION 5 – CONTROL OF THE WORK

Delete Article 5-1 Plans and Working Drawings.

Delete Article 5-2 Coordination of Contract Documents.

Delete Article 5-5 Authority of the Engineer.

Delete Article 5-6 Authority and Duties of Engineer's Assistants.

Delete Subarticle 5-7.1 Control Points Furnished by the Department and substitute the following:

5-7.1 Control Points Furnished by the Department: The Engineer will provide control points (Begin Construction, End Construction, PIs, PTs, etc.) and bench marks at appropriate intervals along the line of the project to facilitate the proper layout of the work. Preserve all reference points and bench marks that the Department furnishes.

At least three calendar days prior to the preconstruction conference, the Contractor will submit to the Engineer for approval a set of field notes signed and sealed by a Professional Surveyor and

Mapper registered in the State of Florida verifying the control points and bench marks provided by the Engineer and establishing the location, description and elevation of all additional reference points and bench marks to be used in constructing the project.

Should there be significant inconsistencies between the Contractor's field notes and the control points and bench marks provided by the Engineer, no shop drawings will be approved and no construction will begin until the inconsistencies have been satisfactorily resolved.

Expand Subarticle 5-7.5 Personnel, Equipment, and Record Requirements by the following:

All layout work shall be performed under the direct supervision of a State of Florida registered Professional Surveyor and Mapper (PSM).

Delete Subarticle 5-8.3 Supervision for Emergencies and substitute the following:

5-8.3 Supervision for Emergencies: Provide a responsible person, who speaks and understands English, and who is available at or reasonably near the worksite on a 24-hour basis, seven days a week. Designate this person as the point of contact for emergencies and in cases that require immediate action to maintain traffic or to resolve any other problem that might arise. Submit to all local law enforcement agencies the names and phone numbers of all personnel designated to be contacted in cases of emergencies along with a description of the project and its location.

Delete the last sentence of Subarticle 5-9.1 Cooperation by Contractor and substitute the following:

However, if the Engineer determines that the work thus exposed or examined is acceptable, the Department will pay by Change Order for the uncovering or removing, and the replacing of the covering or making good of the parts removed.

Delete Article 5-10 Final Inspection and substitute the following:

5-10 Final Inspection.

5-10.1 Maintenance until Acceptance: Maintain all Work until the Engineer has given final acceptance in accordance with 5-11.

5-10.2 Inspection for Acceptance: Upon notification that all Contract Work has been completed, the Engineer will make an inspection for acceptance and will perform such tests as the Engineer may deem necessary of the Work. The inspection will be made within seven days of the notification. If the Engineer finds that all work has been satisfactorily completed, the Department will consider such inspection as the final inspection. If any or all of the Work is found to be unsatisfactory, the Engineer will detail the remedial work required to achieve acceptance. Immediately perform such remedial work. Subsequent inspections and tests will be made on the remedial work until the Engineer accepts all Work.

Until final acceptance in accordance with 5-11, replace or repair any damage to the accepted Work. Payment of such work will be as provided in 7-14.

5-10.3 Partial or Conditional Acceptance: The Engineer will not make, or consider requests for partial or conditional acceptance of any portion of the Work.

Delete Article 5-11 Final Acceptance and substitute the following:

5-11 Final Acceptance.

When, upon completion of the final inspection of the entire project, the Engineer determines the Contractor has satisfactorily completed the Work, all required testing has been successfully passed, and the Contractor has submitted acceptable as-built record drawings and all other records as required by the Specifications, the Engineer will give the Contractor written notice of final acceptance.

Delete the last paragraph of Subarticle 5-12.2.2 Claims For Delay and substitute the following:

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, and then only to the extent the Contractor could not reasonably mitigate such idleness.

Delete Subarticle 5-12.6.1 Compensation for Extra Work and substitute the following:

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 the actual costs of direct labor and burden for personnel actually engaged in the work, materials and supplies accepted by the Engineer and incorporated into the work, the rental costs of machinery or special equipment (other than small tools), including fuel and lubricant, for the actual time the equipment is in operation on the work or is directed to standby on the project site, and a reasonable allowance for indirect costs, expenses, and profit.

Delete Subarticle 5-12.6.2.1 Compensation for Direct Costs, Indirect Costs, Expenses, and Profit thereon, of or from Delay and substitute the following:

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 only be entitled to monetary compensation for the actual idle labor and equipment, and indirect costs, expenses, and profit thereon, and solely for costs incurred beyond what reasonable mitigation thereof the Contractor could have undertaken.

SECTION 6 – CONTROL OF MATERIALS

Delete the first sentence of Subarticle 6-1.2 Sampling and Testing and substitute the following:

Use a sample identification and tracking system to provide related information, and attach such information to each sample.

Delete Subarticle 6-1.3.1 Producer Certification and substitute the following:

6-1.3.1 Producer Certification: Provide complete certifications for materials as required. Furnish to the Engineer for approval, producer certifications for all products listed on the Approved Products List (APL) and when required by the applicable material specifications. Do not incorporate any manufactured product or material into the project without approval from the Engineer. Materials will not be considered for payment when not accompanied by a producer certification.

Delete the second, third, and fourth paragraphs of Subarticle 6-1.3.1.1 Approved Products List.

Delete Subarticle 6-5.1 Source of Supply–Convict Labor (Federal-Aid Contracts Only).

Delete Subarticle 6-5.2 Source of Supply–Steel (Federal-Aid Contracts Only).

SECTION 7 – LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC

Delete the last two paragraphs of Subarticle 7-1.1 General and substitute the following:

An electronic version of the Executive Order 11246 dated September 24, 1965 is posted on the Florida Department of Transportation's website at the following URL address: www.dot.state.fl.us/specificationsoffice/federal/deo11246.pdf. Take responsibility to obtain the information posted on this website and comply with the provisions contained in Executive Order 11246.

If the website cannot be accessed, contact the Florida Department of Transportation's Specifications Office Web Coordinator at (850) 414-4101.

Delete the second paragraph of Subarticle 7-1.4 Compliance with Federal Endangered Species Act and other Wildlife Regulations and substitute the following:

In addition, in cases where certain protected, threatened or endangered species may unexpectedly be found or appear within close proximity to the project boundaries, the Florida Department of Transportation 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.

Delete Subarticle 7-1.9 Florida Minority Business Loan Mobilization Program.

Expand Subarticle 7-2.1 General by the following:

On projects where the approximate total area of land disturbance equals or exceeds one acre, the Contractor shall complete and file with the Florida Department of Environmental Protection a *Notice of Intent to Use Generic Permit for Stormwater Discharge from Large and Small Construction Activities*, and shall pay the appropriate permit fee. The Contractor shall be responsible for meeting all regulatory requirements of the NPDES permit for the entire project. Information about Florida's NPDES program, Generic Permit, and forms may be obtained from the following FDEP website: <http://www.dep.state.fl.us/water/stormwater/npdes>.

Delete Subarticle 7-2.3 As-Built Drawings and Certified Surveys and substitute the following:

7-2.3 As-Built Record Drawings.

7-2.3.1 General: The Contractor shall retain the services of a Florida licensed Professional Surveyor and Mapper (PSM) who shall obtain field measurements of the horizontal and vertical locations and dimensions of the constructed work. The vertical and horizontal accuracy of the measurements shall be such that it may be determined whether the work was constructed consistent with the locations shown on the Plans. The survey shall be based on the horizontal control and vertical datum used to prepare the Plans, as verified by the preconstruction survey.

7-2.3.2 Depiction of Completed Work: Prior to final inspection, the Contractor shall submit to the Engineer complete as-built record drawings as specified herein. The as-built record drawings shall be prepared by the PSM who obtained the field measurements of the constructed work and shall meet the applicable minimum technical standards for a general survey per subsection 5J-17.051, F.A.C. The as-built record drawings must show the locations and dimensions of all constructed work and must clearly show all significant deviations from the Plans that were made during construction. The vertical datum used and all benchmarks, including new benchmarks established for the purpose of collecting as-built information, shall be shown on the as-built record drawings.

The as-built record drawings shall be prepared by using the AutoCAD[®] drawing files that were used to produce the Plans. The existing features and construction information shown on the Plans shall be screened to provide base files on which to display the survey information. Separate drawing layers shall be created to display the as-built survey information.

With the exception of utilities, trees, and other vegetation, all mapped features that were surveyed by others and shown on the Plans, including rights-of-way, property boundaries, and easements, shall be shown. All work constructed as part of the Contract, except water and sanitary sewer construction, shall be shown in the locations and on the alignments shown in the Plans. Information from the Plans describing each drainage structure, such as structure number, type, size, and elevations, including invert elevations of all connecting pipes and culverts, shall be tabulated and placed on the drawings in near proximity to the structure. Each pipe or culvert shall be identified by size, shape, material type, and length. Contour lines used to define site grading and grading of ditches and stormwater ponds shall be shown at the same locations and vertical intervals as the Plans. Construction information shall be provided for all roadways shown on the Plans that were to change in alignment or grade. Profiles, cross sections, and details from the Plans shall be included as required to properly describe the work.

The drawing layers containing the as-built survey information shall show the locations, dimensions, and elevations of all completed work constructed as part of the Contract as located by the survey. Deviations in the field measurements of the horizontal and vertical locations, sizes, shapes, dimensions, lengths, and material types of the constructed work from that shown on the Plans shall be identified by striking through the information shown in the base files and adding the surveyed

information. Components of the constructed work that deviate significantly in location from that shown on the Plans shall be drawn at their surveyed locations. Any constructed work located outside the public rights-of-way, property boundaries, or easements shown on the Plans shall be identified. Drainage structures, pipes, and other features that have been removed as part of the work shall be deleted from the base files to the limits of removal. Contour lines representing conditions that existed prior to construction shall be deleted from the base files within the limits of site grading and grading of ditches and stormwater ponds. Contours shall be provided at one-foot vertical intervals to describe site grading and grading of ditches and stormwater ponds that were defined by contours in the Plans. Ditches and stormwater ponds not defined by contours shall be described by lines indicating top of bank and toe of slope. Elevations shall be shown along the centerlines and edges of roadways that were altered in alignment or grade at intervals required to describe horizontal and vertical geometry. Profiles, cross sections, and details that were included in the base files shall be annotated with the survey information.

The Contractor shall submit four sets of as-built record drawings plotted in black ink on white paper at a size not to exceed 24" x 36" and digital files on two CD-ROM disks in protective plastic jackets clearly labeled by Inglewood Neighborhood Stormwater Improvements, City Contract Number, date of submittal, and denoted "AS-BUILT RECORD DRAWINGS." Each CD-ROM disk shall contain one copy of the as-built survey drawings in AutoCAD® format, including an index of files as a read me file, and the plot configuration files and color table files used to produce the printed copy, and one copy of the as-built survey drawings in Adobe® Acrobat® pdf format. The AutoCAD® files shall be version 2012 or newer. Drawings submitted for review purposes shall be in Adobe® Acrobat® pdf format.

7-2.3.3 Certification Requirements: Each as-built record drawing shall display the survey date, the name, address, phone number, and the Florida certificate of authorization number of the business entity, and the Florida license number of the PSM. The PSM shall affix his seal and signature to each drawing in accordance with subsection 5J-17.061, F.A.C. The following certification shall appear on each sheet of the drawings above the affixed seal of the PSM:

I hereby certify that the as-built survey shown hereon meets the minimum technical requirements of subsection 5J-17.051, F.A.C., pursuant to Section 472.027, FS, and that all improvements shown hereon have been constructed at the horizontal and vertical locations shown. The undersigned surveyor has not been provided current title opinions or abstracts of matters affecting titles or boundaries of the properties shown hereon. It is possible there are deeds of record, unrecorded deeds, easements, or other instruments that could affect the boundaries. The mapped features of this survey have been integrated with mapped features surveyed by others. The undersigned surveyor is responsible only for the mapped features of the constructed improvements. This survey or copies thereof are not valid without the signature and original raised seal of a Florida licensed surveyor and mapper.

7-2.3.4 Basis of Payment: When a pay item for the preparation of as-built record drawings is included in the Contract, price and payment will be full compensation for all work specified in this Section. When price and payment is not specified in the Contract, payment for this Work shall be considered incidental to and included in the other items of the Contract.

Delete the last sentence of Subarticle 7-5 Restoration of Surfaces Opened by Permit and substitute the following:

The Department will pay the Contractor for such work either under applicable Contract items or by Change Order when Contract items are not applicable.

Expand Subarticle 7-11.1 General by the following:

The Contractor will put forth every reasonable effort to minimize disruption and disturbance of adjacent properties. All trees, landscaping, etc., within permanent easements and temporary construction easements are to remain, unless noted otherwise on the drawings or by the Engineer, and are to be protected to the maximum extent practicable. The Contractor will be solely liable for damage

within permanent easements and temporary construction easements and on properties adjacent to work zones.

The Contractor will exercise due care in the removal of existing fences to maintain security at the effected properties and to ensure the safety of pets, animals and children. If, in the opinion of the Engineer, removal of a fence will result in a reduction in security or safety, a temporary fence will be installed as directed by the Engineer prior to the removal. The temporary fence will remain in place until permanent fencing is installed.

Delete the last paragraph of Subarticle 7-11.1 General.

Delete Subarticle 7-11.3.2 On the State Highway System and substitute the following:

7-11.3.2 On the State Highway System: The Contractor is responsible for the repair of any damage that hauling materials to the site causes to roads outside the limits of the project, that are on the State highway system caused by the Contractor's failure to comply with 7-7.2.

Expand Subarticle 7-11.5.1 Arrangements for Protection or Adjustment by the following:

Utilities in the Tallahassee area have adopted the following uniform color code to indicate the locations and route of utility lines:

<u>Color</u>	<u>Utility</u>
Red	Electric Power Lines, Cables, Conduit and Lighting Cables
Yellow	Gas, Oil, Steam, Petroleum or Gaseous Materials
Orange	Communication, Alarm or Signal Lines, Cables or Conduits
Blue	Potable Water
Purple	Reclaimed Water, Irrigation and Slurry Lines
Green	Sanitary Sewer, Storm Sewer or Other Drain Lines

The Contractor shall verify location and status and coordinate with the applicable utility owner(s) before commencing work where construction operations are adjacent to utility facilities.

Add the following new Subarticle:

7-11.5.5 Tree Removal or Trimming Near Power Lines: Where trees overhang or are within ten feet of overhead power lines, exercise due care when pruning or removing limbs and trees so as to not damage any poles, wires, or other facilities. In the event of damage to the City's electric facilities during tree clearing operations, it shall be the responsibility of the Contractor to pay for the repair of any damage. Payment shall be made to the City Electric Department prior to disbursement of any subsequent payments to the Contractor.

Prior to beginning any work near energized overhead electric lines, notify the City Electric Utility Forester at (850) 891-5181 for approval of those persons that will be trimming, pruning, cutting, removing, or topping trees near City electric power lines.

Persons topping, pruning, trimming or cutting trees within ten feet of energized power lines must be "Line Clearance Tree Trimmers" certified in accordance with OSHA 29 CFR part 1910.269, as published in the following URL website:

http://www.osha.gov/pls/oshaweb/owadisp.show_document?p_table=STANDARDS&p_id=9868.

Delete Article 7-13 Insurance.

Delete the third paragraph of Subarticle 7-14 Contractor's Responsibility for Work.

Delete Article 7-16 Wage Rates for Federal-Aid Projects.

Delete Article 7-17 Supplemental Agreements.

Delete Article 7-22 Available Funds.

Delete Article 7-23 Contractor's Motor Vehicle Registration.

Delete Article 7-24 Disadvantaged Business Enterprise Program.

Delete Article 7-25 On-The-Job Training Requirements.

SECTION 8 – PROSECUTION AND PROGRESS

Delete Article 8-2 Work Performed by Equipment-Rental Agreement.

Delete the first paragraph of Subarticle 8-3.2 Submission of Working Schedule and substitute the following:

No later than three calendar days prior to the preconstruction conference, submit to the Engineer a work progress schedule for the project. The Engineer will provide comments to the Contractor within 7 calendar days following the preconstruction conference.

Expand Subarticle 8-3.2 Submission of Working Schedule by the following:

The schedule will be updated on a monthly basis and submitted to the Engineer a minimum of three calendar days prior to each scheduled monthly progress meeting.

Expand Subarticle 8-3.4 Provisions for Convenience of Public by the following.

Unless otherwise stated in the contract documents, all construction operations shall be scheduled to begin no earlier than sunrise and to end no later than sunset. No construction operations shall be scheduled on Saturdays or Sundays if construction would cause a disturbance to water, sewer, gas, or electric services.

The City reserves the right to limit the Contractor's work and/or lane closure hours at any time during the project duration from those hours identified within the contract documents. The Contractor agrees to make no claim for additional compensation as a result of such acts by the City. However, the Contractor may be entitled to an extension of contract time, but only for the number of days which the City determines to be due to such acts.

Delete the fourth paragraph of Subarticle 8-4.9 Contaminated Materials and substitute the following:

Dispose of the contaminated material in accordance with the requirements and regulations of any Local, State, or Federal agency having jurisdiction. Where the Contractor performs work necessary to dispose of contaminated material, and the Contract does not include pay items for disposal, the Department will pay for this work by Change Order.

Delete the first paragraph of Subarticle 8-6.4 Suspension of Contractor's Operations - Holidays and Special Events and substitute the following:

The Contractor shall not work on Holidays or Special Events unless the Contractor submits a written request to work one or more days of a Holiday or Special Event at least ten calendar days in advance of the beginning date of the Holiday or Special Event and receives written approval from the Engineer. Contract Time will be charged during Holiday and Special Event periods. Contract time will be adjusted in accordance with 8-7.3.2. The Contractor is not entitled to any additional compensation beyond any allowed Contract Time adjustment for suspension of operations during such Holiday and Special Event periods.

Delete Subarticle 8-7.2 Date of Beginning of Contract Time and substitute the following:

8-7.2 Date of Beginning of Contract Time: The date on which Contract Time begins is the date the Notice to Proceed is received by the Contractor.

Delete Article 8-8 Failure of the Contractor to Maintain Satisfactory Progress.

Delete Subarticle 8-9.1 Determination of Default.

Delete Subarticle 8-9.2 Termination of Contract for Convenience.

Delete Article 8-10 Liquidated Damages for Failure to Complete the Work.

Delete Article 8-12 Recovery of Damages Suffered by Third Parties and substitute the following:

8-12 Recovery of Damages Suffered by Third Parties.

In addition to liquidated damages, when the Contractor fails to complete the work within the Contract Time or within such additional time that the Department may grant, the Department may recover from the Contractor amounts that the Department pays for damages suffered by third parties unless the failure to timely complete the work was caused by the Department's act or omission.

SECTION 9 – MEASUREMENT AND PAYMENT

Delete Subarticle 9-2.1.1 Fuels.

Delete Subarticle 9-2.1.2 Bituminous Material.

Delete the last paragraph of Subarticle 9-3.1 General and substitute the following:

Compensation for alterations in plans or quantities of work requiring supplemental agreements shall be stipulated in such agreement, except when the Contractor proceeds with the work without change of price being agreed upon, the Contractor shall be paid for such increased or decreased quantities at the Contract unit prices bid in the Proposal for the items of work. If no Contract unit price is provided in the Contract, and the parties cannot agree as to a price for the work, the Contractor agrees to do the work for the actual costs of direct labor and burden for personnel actually engaged in the work, materials and supplies accepted by the Engineer and incorporated into the work, the rental costs of machinery or special equipment (other than small tools), including fuel and lubricant, for the actual time the equipment is in operation on the work, and a reasonable allowance for indirect costs, expenses, and profit.

Delete Subarticle 9-3.3.2 Authorized Changes in Work and substitute the following:

9-3.3.2 Authorized Changes in Work: Where the Department designates the pay quantity for an item to be a lump sum and the plans show an estimated quantity, the Department will adjust compensation for that item proportionately when an authorized plan change is made which results in an increase or decrease in the quantity of that item. When the plans do not show an estimated plan quantity or the applicable specifications do not provide adjustments for contingencies, the Department will compensate for any authorized plan change resulting in an increase or decrease in the cost of acceptably completing the item by establishing a new unit price through a Change Order.

Delete Article 9-5 Partial Payments.

Delete the last sentence of Article 9-7 Disputed Amounts Due the Contractor.

Delete Article 9-8 Acceptance and Final Payment.

Delete Article 9-9 Interest Due on Delayed Payments.

Delete Article 9-10 Offsetting Payments.

DIVISION II – CONSTRUCTION DETAILS

SECTION 101 – MOBILIZATION

Add the following new Subarticle:

101-1.1 Project Signs: Furnish and install project signs as shown on the plans or at locations to be determined by the Engineer. Each sign will be a double column ground sign of durable material approximately 48 by 54 inches in size, and will contain the Inglewood Neighborhood Stormwater Improvements, construction cost, and the names and telephone numbers of the Owner, and the Contractor. The Engineer will approve the contents of the signs prior to placement. Remove the signs upon completion of the work. All costs for furnishing, placing, maintaining, and removing the signs will be included in the costs for mobilization. Except as otherwise specifically approved by the Engineer, advertising or other signs are not permitted on the job.

Expand Subarticle 101-2.1 When a Separate Item is Included in the Proposal by the following:

The lump sum bid price for Mobilization in the Proposal will be full compensation for all work specified in this Section and shall be limited to a maximum of 6% of the total Contract Price. Mobilization costs that are estimated by the Contractor to exceed 6% may be proportioned among and included within other pay item unit prices of the Contract. If the Contractor elects to exceed the 6% limit on the Mobilization bid item, the amount exceeding this limit will be included in the Contractor's final request for payment.

Delete Subarticle 101-2.2 Partial Payments and substitute the following:

101-2.2 Partial Payments: When the proposal includes a separate pay item for Mobilization and work has commenced and satisfactory progress is maintained pursuant to the accepted project schedule, partial payments will be made therefore in accordance with the following:

For contracts of 120 contract days duration or less, partial payment will be made at 50% of the bid price per month for the first two months. For contracts in excess of 120 contract days duration, partial payment will be made at 25% of the bid price per month for the first four months.

Total partial payment for mobilization is limited to a maximum of 6% of the total Contract Price. The amount of the bid price for Mobilization exceeding this limit will be included in the Contractor's final request for payment.

Retainage will be applied to all partial payments. As an exception to partial payments, the Department will pay the Contractor the invoice price of the Contract Bond when the Engineer has been furnished a certified copy of the invoice from the Bonding Company. No other work will be required to receive payment for the Contract Bond included in the bid price for Mobilization.

Partial payments made on this item will in no way act to preclude or limit any of the provisions for partial payments otherwise provided for by the Contract.

SECTION 102 – MAINTENANCE OF TRAFFIC

Delete the second paragraph of Subarticle 102-3.2 Worksite Traffic Supervisor and substitute the following:

The Worksite Traffic Supervisor must obtain training and certification in accordance with the Florida Department of Transportation's Temporary Traffic Control (Maintenance of Traffic) Training Handbook located at the following URL address: <http://www.dot.state.fl.us/rddesign/TTC/Default.shtm>.

Delete Article 102-4 Alternative Traffic Control Plan and substitute the following:

102-4 Traffic Control Plan.

At least three days prior to the Preconstruction Conference, the Contractor will deliver a Traffic Control Plan to the Engineer for approval by the City's Traffic Mobility Management. The Traffic Control Plan will describe how traffic is to be controlled during each construction phase as determined by the accepted project schedule. Details will be provided for access to the work zones by construction vehicles and personnel and for routing trucks during earthwork operations.

In no case will the Contractor begin work using the Traffic Control Plan until the Engineer and the City's Traffic Mobility Management have approved such plan in writing.

Modifications to the Traffic Control Plan that become necessary must also be approved in writing. Except in an emergency, no changes to the approved Traffic Control Plan will be allowed until approval to change the plan has been received.

Expand Subarticle 102-5.2 Maintenance of Roadway Surfaces by the following:

Pavement cuts that are made in work zones where maintenance of traffic is required shall be paved with a minimum of 1.50 inch of fine Type SP Asphaltic Concrete for use as temporary pavement. The asphaltic concrete shall be placed immediately upon achieving all required soil densities or upon placement of temporary fill or base material. The asphaltic concrete shall be placed in such a manner

that it will not distort, compress, or sink, creating a hazard to the motoring public. All costs are to be included in Maintenance of Traffic, Lump Sum.

Delete the second sentence of Subarticle 102-5.7 Flagger and substitute the following:

All flaggers must obtain training in accordance with the Florida Department of Transportation's Temporary Traffic Control (Maintenance of Traffic) Training Handbook located at the following URL address: <http://www.dot.state.fl.us/rddesign/TTC/Default.shtm>.

Delete Subarticle 102-6.2 Construction and substitute the following:

102-6.2 Construction: Plan, construct, and maintain detours for the safe passage of traffic in all conditions of weather. Provide the detour with all facilities necessary to meet this requirement. Where pedestrian facilities are detoured, blocked or closed during the work, provide safe alternate accessible routes through or around the work zone meeting the requirements of the ADA Standards for Transportation Facilities.

Delete Subarticle 102-6.4 Removal of Detours and substitute the following:

102-6.4 Removal of Detours: Remove detours when they are no longer needed and before the Contract is completed. Take ownership of all materials from the detour and dispose of them.

Delete Subarticle 102-6.5 Detours Over Existing Roads and Streets.

Delete Subarticle 102-6.6 Operation of Existing Movable Bridges.

Delete the second paragraph of Subarticle 102-9.1 Installation and Maintenance and substitute the following:

All temporary traffic control devices must meet the requirements of National Cooperative Highway Research Program Report 350 (NCHRP 350) or the Manual for Assessing Safety Hardware 2009 (MASH) and current FHWA directives.

Delete the first paragraph of Subarticle 102-9.5.2 Barrier Wall (Temporary) and substitute the following:

Furnish, install, maintain, remove and relocate temporary barrier wall in accordance with the Plans. Obtain and use precast temporary barrier wall from a manufacturing plant that is on the Florida Department of Transportation's list of Producers of Incidental Precast/Prestressed Concrete Products with an Accepted Quality Control Program at the time of production. Temporary barrier wall must meet the material and construction requirements of Section 521 unless noted otherwise in the Design Standards.

Delete Article 102-12 Submittals.

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

Expand Article 104-3 Control of Contractor's Operations Which May Result in Water Pollution by the following:

The Contractor shall be liable for any and all penalties, fines, damages, and restitution payments levied against the Department by federal, state, or local environmental agencies and judicial courts of proper jurisdiction which result from failure to control erosion, water pollution, and stormwater across or from the Project site. Further, the Contractor shall indemnify, defend, save, and hold harmless the Department and its authorized representatives from claims, demands, liabilities, and suits whatsoever arising out of, or due to the breach of the Contractor's, his/her subcontractors', agents' or employees' responsibilities described in this Section.

Expand Article 104-5 Preconstruction Requirements by the following:

The *State of Florida Erosion and Sediment Control Designer and Reviewer Manual* and the *Florida Stormwater, Erosion, and Sediment Control Inspector's Manual* provide guidance in the planning, design, construction, and maintenance of erosion and sediment control systems.

An electronic version of the *State of Florida Erosion and Sediment Control Designer and Reviewer Manual* is available from the University of Central Florida's Stormwater Management Academy website at the following URL: <http://stormwater.ucf.edu/fileRepository/docs/2013RevisedDesignerManual.pdf>. An electronic version of the *Florida Stormwater, Erosion, and Sediment Control Inspector's Manual* is available from the Florida Department of Environmental Protection's website the following URL: <http://www.dep.state.fl.us/water/nonpoint/docs/erosion/erosion-inspectors-manual.pdf>.

Expand the first paragraph of Subarticle 104-6.1 Limitation of Exposure of Erodible Earth by the following:

Limit the number of construction accesses and locations for nonessential activities that result in soil disturbance.

Expand Article 104-7 Maintenance of Erosion Control Features by the following Subarticles:

104-7.2 Cleanup by Contractor and Penalties: Remove soil and construction debris deposited on paved areas subject to traffic at the beginning and end of each workday and prior to and following rainfall events. More frequent schedules may be necessary to prevent runoff pollution and provide traffic safety. The Contractor shall determine the schedule for cleaning paved areas closed to all traffic (including local traffic); however, cleaning shall be scheduled or erosion control devices provided to prevent water pollution.

If the Contractor fails to remove soil and debris on paved areas, the Engineer may perform such removal with City forces and charge the cost thereof to the Contractor. Such cost shall be deducted from the Contract Price.

104-7.3 Monitoring by Contractor's Representative. During rainfalls, between rainfalls when normal work has been suspended due to rain, and at any other times when normal Work has been suspended including weekends and holidays, and rainfall is occurring or has occurred, employ a responsible, knowledgeable representative (this representative and the Contractor's after-hours emergency representative may be the same person) to monitor the Project's erosion control measures a minimum of three times during daylight hours, once during night hours, and immediately following rainstorm events to ensure erosion counter-measures remain in place and are functioning properly. Adequate Contractor resources shall be available to the representative within two (2) hours, when necessary, to repair, replace, or construct erosion control facilities and to repair or cleanup erosion damages. The representative shall be capable of being reached by phone 24 hours each day, seven days each week. While en-route to and on the Work site, the Contractor's representative shall be accessible by phone. Contact phone numbers shall be furnished to the Engineer and shall be updated during the period of the Contract.

SECTION 105 – CONTRACTOR QUALITY CONTROL GENERAL REQUIREMENTS

Delete Section 105 in its entirety.

SECTION 110 – CLEARING AND GRUBBING

Delete the third paragraph of Subarticle 110-6.5 Asbestos Containing Materials (ACM) Not Identified Prior to the Work and substitute the following:

The Engineer will coordinate selecting and tasking an Asbestos Contractor or Contamination Assessment / Remediation Contractor (CAR). Provide access to the potential contamination area. Preliminary investigation by the Asbestos/CAR Contractor will determine the course of action necessary for site security and the steps necessary to resolve the contamination issue.

Delete the final payment item of Subarticle 110-12.7 Payment Items and substitute the following:

SECTION 120 – EXCAVATION AND EMBANKMENT

Delete the third paragraph of Subarticle 120-1.2 Unidentified Areas of Contamination and substitute the following:

The Engineer will coordinate selecting and tasking a Contamination Assessment / Remediation Contractor (CAR). Provide access to the potential contamination area. Preliminary investigation by the CAR Contractor will determine the course of action necessary for site security and the steps necessary under applicable laws, rules, and regulations for additional assessment and/or remediation work to resolve the contamination issue.

Delete the second paragraph of Subarticle 120-2.3 Subsoil Excavation.

Delete the first paragraph of Subarticle 120-10.4.1 Standard Proctor Maximum Density Determination and substitute the following:

The Engineer will verify the Quality Control results if the results compare within 4.5 lb/ft³ of the Verification test result. Otherwise, the Engineer will take one additional sample of material from the soil type in question. An AASHTO accredited laboratory designated by the Engineer will perform Resolution testing. The material will be sampled and tested in accordance with AASHTO T 99, Method C.

Delete the first paragraph of Subarticle 120-10.4.3 Soil Classification and substitute the following:

The Engineer will verify the Quality Control results if the Verification results identify matching soil classifications. Otherwise, the Engineer will take one additional sample of material from the soil type in question. An AASHTO accredited laboratory designated by the Engineer will perform Resolution testing. The material will be sampled and tested in accordance with AASHTO T 88.

Delete the last paragraph of Subarticle 120-13.6 Subsoil Excavation and substitute the following:

When no item for Subsoil Excavation is shown in the proposal but Subsoil Excavation is subsequently determined to be necessary, such unanticipated Subsoil Excavation will be paid for by Change Order.

SECTION 125 – EXCAVATION FOR STRUCTURES AND PIPE

Delete the last sentence of Subarticle 125-4.2.3 Removal of Obstructions and substitute the following:

Compensation, if warranted, will be by Change Order.

Delete Subarticle 125-8.3.1 General and substitute the following:

125-8.3.1 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 to 6 inches of the bottom of the pipe.

Bedding Zone: The zone above the Lowest Zone is the Bedding Zone. Usually it will be a minimum of 4 inches of select material 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 Cover Zone is select material that is placed above the Bedding Zone after the pipe has been laid. For reinforced concrete pipe, this zone extends to the springline, or one-half of the outside diameter of the pipe. For metal and plastic pipe, this zone extends to 12 inches above the top of the pipe. The Bedding Zone and Cover Zone are considered the Soil Envelope for the pipe.

Top Zone: The Top Zone extends from the top of the Cover Zone to the base or final grade.

Delete Subarticle 125-9.2.1 Density and substitute the following:

125-9.2.1 Density: Obtain a minimum Quality Control (QC) density in any LOT of 95% of the Standard Proctor maximum density as determined by AASHTO T 99, Method C, or the requirements of 125-8.3.3.1 when applicable. For density requirements around drainage structures, obtain a minimum Quality Control (QC) density in any LOT of 95% of the Standard Proctor maximum density as determined by AASHTO T99 for a distance of one pipe diameter but not less than 3 feet from the outside face of the structure.

Delete the first paragraph of Subarticle 125-10.1 Standard Proctor Maximum Density Determination and substitute the following:

The Engineer will verify the Quality Control results if the results compare within 4.5 PCF of the Verification test result. Otherwise, the Engineer will take one additional sample of material from the soil type in question. An AASHTO accredited laboratory designated by the Engineer will perform Resolution testing. The material will be sampled and tested in accordance with AASHTO T 99, Method C.

Delete Subarticle 125-14.4 Strengthening Foundations and substitute the following:

125-14.4 Strengthening Foundations: The work of strengthening foundations (as provided in 125-4.2) shall be paid for by Change Order unless such work is covered by a bid item.

Delete Subarticle 125-14.5 Backfilling for Additional Support and substitute the following:

125-14.5 Backfilling for Additional Support: The work of providing additional support by backfilling with sand or other satisfactory material, where called for by the Engineer (as specified in 125-8), shall be paid for by Change Order.

Delete Subarticle 125-14.7 Removal and Replacement of Material Unsuitable for Backfill and substitute the following:

125-14.7 Removal and Replacement of Material Unsuitable for Backfill: When material excavated for storm sewers, sanitary sewers, water mains, or other conduits and related structures is determined to be unsuitable for use as backfill, it shall be removed and disposed of away from the site and replaced with an approved granular material. This granular backfill material shall be obtained, to the extent possible, from the normal grading operations within the Project limits. If no suitable material is available from within the Project limits, the Contractor shall be responsible for securing, furnishing, and placing acceptable backfill materials from off-Project sources at no additional cost to the Department.

Where select bedding material is specified for the installation of pipe and direct payment is provided, the quantity of such select material obtained either as commercial material or from the normal grading operations within the Project limits other than in the immediate vicinity of the pipe to be bedded, will be paid for at the Contract price per cubic yard for Select Bedding Material, as authorized by the Engineer. No payment for this material will be made for material available from the excavation for the pipe culvert or from other material available from the grading operations at a location not sufficiently remote as to require loading on trucks.

SECTION 145 – GEOSYNTHETIC REINFORCEMENT

Delete the second sentence of the first paragraph of Article 145-2 Responsibility and substitute the following:

Submit shop drawings showing the details and distribution of the selected geosynthetics that meet the design shown in the Plans.

Delete the third sentence of the second paragraph of Article 145-2 Responsibility and substitute the following:

Calculations shall be submitted to substantiate the design meets the requirements of Chapter 31 of the Florida Department of Transportation's *Plans Preparation Manual* and is in accordance with the Contract Plans.

Delete the first sentence of Subarticle 145-4.2.3 Backfill Placement and substitute the following:

Perform work in accordance with an approved QC Plan.

Delete the third sentence of Subarticle 145-7.3 Gradation and substitute the following:

An AASHTO accredited laboratory will perform resolution testing.

Delete the third sentence of Subarticle 145-7.4 Liquid Limit and Plasticity Index (LL&PI) and substitute the following:

An AASHTO accredited laboratory will perform resolution testing.

Delete the fourth sentence of Subarticle 145-7.6 Organic Content and substitute the following:

An AASHTO accredited laboratory will perform resolution testing.

Delete the third sentence of Subarticle 145-7.7 pH and substitute the following:

An AASHTO accredited laboratory will perform resolution testing.

SECTION 160 – STABILIZING

Delete the first paragraph of Subarticle 160-3.2.1.1 Verification Comparison Criteria and Resolution Procedures of Stabilizing Materials and substitute the following:

If the QC and the Department's Verification tests meet the requirements of Section 914, then the Engineer will accept the corresponding LOTs. Otherwise, the Engineer will submit the Resolution sample to an AASHTO accredited laboratory to perform Resolution testing.

Delete the second sentence of Subarticle 160-4.3.1.2 Mixing Depths and substitute the following:

Determine test locations, including stations and offsets, using a Random Number generator.

Delete the second sentence of Subarticle 160-4.3.1.3 Modified Proctor Maximum Density Requirement and substitute the following:

Determine test locations, including stations and offsets, using a Random Number generator.

Delete the second sentence of Subarticle 160-4.3.1.4 Asphalt Content and Soil Classification and substitute the following:

Determine test locations, including stations and offsets, using a Random Number generator.

Delete the third sentence of Subarticle 160-4.4.1 Bearing Value & Soil Classification and substitute the following:

An AASHTO accredited laboratory designated by the Engineer will perform Resolution testing on the additional sample.

Delete the fourth sentence of Subarticle 160-4.4.3 Modified Proctor Maximum Density Determination and substitute the following:

An AASHTO accredited laboratory designated by the Engineer will perform Resolution testing.

SECTION 162 – PREPARED SOIL LAYER

Delete the first sentence of the second paragraph of Article 162-5 Acceptance Testing and substitute the following:

Immediately after completion of construction operations, sample and test the prepared soil layer at a qualified testing laboratory.

SECTION 200 – ROCK BASE

Delete the first paragraph of Subarticle 200-7.3.1.2 Depth and Surface Testing Requirements and substitute the following:

Notify the Engineer a minimum of 24 hours before checking base depths and surface checking. Determine test locations including Stations and Offsets, using a Random Number generator. Do not perform depth and surface checks until the Engineer is present to witness. Perform thickness check on the finished base or granular subbase component of a composite base. Provide traffic control, coring/boring equipment, and an operator for the coring/boring equipment. Traffic control is to be provided in accordance with the standard maintenance of traffic requirements of the Contract.

Delete the fourth sentence of Subarticle 200-7.4.1 Modified Proctor Maximum Density and substitute the following:

An AASHTO accredited laboratory designated by the Engineer will perform Resolution testing.

SECTION 234 – SUPERPAVE ASPHALT BASE

Delete Article 234-1 Description and substitute the following:

234-1 Description.

Construct a Superpave asphalt concrete base course as defined in these Specifications based on the design traffic level(s) of the project. Base course mixes are designated as Type B-12.5. The Contractor may use a Type SP-12.5 mixture, (Traffic Level B or C) in lieu of a Type B-12.5. The five traffic levels are shown in the table below.

Superpave Traffic Levels	
Traffic Level	Traffic Level (1x10 ⁶ ESAL's)
A	<0.3
B	0.3 to <3
C	3 to <10
D	10 to <30
E	≥30

On projects with only Traffic Level A and/or B asphalt mixtures, select Option 1 or Option 2 Mixture Acceptance as specified in 234-5. The selection shall apply to all mixes, including base, structural and friction course mixes, on the entire project. If a contract contains Traffic Level A and/or B asphalt mixes and also contains Traffic Level C, D, and/or E asphalt mixes, accept the asphalt mixes only under Option 1 Material Acceptance.

When Option 2 Mixture Acceptance is selected, the requirements of 330-2 will not apply, with the exception of the roadway requirements as defined in 330-2.2.

Obtain Superpave asphalt base from a plant that is currently on the Florida Department of Transportation's Production Facility Listing.

Delete Article 234-9 Method of Measurement and substitute the following:

The quantity to be paid for will be the plan quantity. The pay area will be adjusted based upon the following formula:

Pay Area = Surface Area (Project Average Spread Rate/Specified Spread rate for the Total Thickness).

Where: The project average spread rate is calculated by totaling the arithmetic mean of the average daily spread rate values for each layer, and the specified spread rate for the total thickness is based upon the plan thickness converted to spread rate as defined in 234-8.1.

The pay area shall not exceed 105% of the designed surface area.

Prepare a Certification of Quantities for the quantities of Superpave asphalt base produced and accepted and submit this certification to the Engineer.

Delete the last sentence of the first paragraph of Article 234-10 Basis of Payment.

SECTION 285 – OPTIONAL BASE COURSE

Delete the second paragraph of Article 285-9 Basis of Payment.

SECTION 286 – TURNOUT CONSTRUCTION

Delete the first sentence of Article 286-2 Materials and substitute the following:

For base material for turnouts, use any material currently specified by the Florida Department of Transportation for base or surface construction, except do not use hot bituminous mixtures intended for use as open-graded friction course.

SECTION 320 – HOT MIX ASPHALT – PLANT METHODS AND EQUIPMENT

Delete Subarticle 320-2.3 Personnel Qualifications and substitute the following:

320-2.3 Personnel Qualifications: Provide qualified QC Technicians.

Delete the second sentence of Subarticle 320-2.4 Hot Mix Asphalt Testing Laboratory Requirements and substitute the following:

The laboratory must be qualified under the Florida Department of Transportation's Laboratory Qualification Program.

Delete the last sentence of Item 5. Equipment and Supplies of Subarticle 320-2.4 Hot Mix Asphalt Testing Laboratory Requirements and substitute the following:

In the event testing equipment goes out of service during production, the Contractor may elect to use replacement equipment at another qualified laboratory for up to 72 hours upon notification of the Engineer.

SECTION 330 – HOT MIX ASPHALT – GENERAL CONSTRUCTION REQUIREMENTS

Delete Subarticle 330-2.2 Personnel Qualifications and substitute the following:

330-2.2 Personnel Qualifications: Provide qualified QC Technicians.

Delete the third sentence of the second paragraph of Subarticle 330-9.3.1 QC Requirements and substitute the following:

If the levels do not compare favorably, perform a second comparison using another calibrated electronic level for resolution.

Delete Subarticle 330-9.4.6.2 Laser Acceptance.

Expand Subarticle 330-9.5.2 Reduction in Pay Item Quantity by the following:

When the pay quantity is in square yards, the Department will base the reduction on the area that the Contractor would have removed (the length by the lane width) multiplied by the ratio of the layer thickness to the total thickness of the type of mix specified.

Add the following new Articles:

330-11 Correcting Deficient Thickness.

330-11.1 Allowable Deficiencies: When the Department pays for the pavement on a square yard basis, the Engineer will determine the thickness from the length of the core borings as specified in 330-15.1. The Engineer will allow a maximum deficiency from the specified thickness as follows:

1. For pavement of a specified thickness of 2½ inches or more: ½ inch.
2. For pavement of a specified thickness of less than 2½ inches: ¼ inch.

330-11.2 Pavement Exceeding Allowable Deficiency in Thickness:

330-11.2.1 When Deficiency is Seriously in Excess: Where the deficiency in thickness is: (1) in excess of ⅜ inch for pavement of less than 2½ inches in specified thickness, or (2) in excess of ¾ inch for pavement of specified thickness of 2½ inches or more, correct the deficiency either by replacing the full thickness for a length extending at least 50 feet from each end of the deficient area, or, when the Engineer allows, by overlaying as specified in 330-11.2.3.

As an exception to the above, the Contractor may leave pavement outside the main roadway in place without compensation when the Engineer allows, even though the deficiency exceeds the tolerance as specified above.

The Department will not compensate the Contractor for any pavement removed or for the work of removing such pavement.

330-11.2.2 When Deficiency is Not Seriously in Excess: When the deficiency in the thickness of the pavement is over ¼ inch but not more than ⅜ inch for pavement of specified thickness less than 2½ inches, or when the deficiency in thickness is over ½ inch but not more than ¾ inch for pavement of specified thickness of 2½ inches or greater, the Engineer will allow the Contractor to leave such pavement in place, but without compensation. The Department will determine the square yard area, for which it will make no payment, by multiplying the product of the total distance between acceptable cores by the lane width which the Contractor laid at the particular pass in which deficient thickness was indicated. Perform all overlaying and compacting at no expense to the Department.

330-11.2.3 Correcting Deficiency by Adding New Surface Material: For any case of excess deficiency of the pavement, if approved by the Engineer for each particular location, correct the deficient thickness by adding new surface material, and compact it to the same density as the adjacent surface. The Engineer will determine the area to be corrected and the thickness of new material added as specified in 330-9.4.5. Perform all overlaying and compacting at no expense to the Department.

330-12 Calculations for Thickness of Pavement to be Paid for (Applicable Only Where the Pavement Is to be Paid for by the Square Yard).

330-12.1 Core Borings: When the Department is ready to core the finished asphalt construction for thickness, provide traffic control, coring equipment, and an operator to obtain the cores. Provide traffic control in accordance with the standard maintenance of traffic requirements as specified in this Contract. The Department will make no additional payment for traffic control or coring. The Engineer will select the coring locations and make the acceptance measurements.

Provide a representative to be present during the entire coring operations for acceptance purposes.

The Engineer will determine the thickness of the pavement from the length of cores, at least 2 inches in diameter, taken at random points on the cross-section and along the roadway. The Engineer will locate each core to represent a section of roadway no longer than 200 feet, regardless of the number of lanes. The Engineer will determine the thickness for paved shoulders and widening separate from the mainline roadway and will locate each core to represent a section no longer than 400 feet for each shoulder or widening. The Engineer will determine the average thickness from the measured thicknesses, in accordance with the procedure and criteria as specified herein.

If the Contractor believes that the number of cores taken is insufficient to properly indicate the thickness of the pavement, he may request that the Engineer select additional boring locations. The Department will deduct the cost of selecting additional boring locations and measuring the cores from any sums due the Contractor unless such borings indicate that the pavement within the questioned area is of specified thickness.

330-12.2 Criteria for Calculations:

- a. The Engineer will calculate average thickness for the total length of project.
- b. The volume of pavement represented by the difference between the average thickness and the specified thickness shall be converted into equivalent square yards of pavement of specified thickness, and the quantity thereby obtained shall be added to or deducted from the pay areas, as appropriate. The maximum average thickness of pavement upon which payment will be made shall be limited as follows:
- (1) For pavement of a specified thickness less than 2½ inches: the specified thickness plus ¼ inch.
 - (2) For pavement of 2½ inches up to 5 inches in specified thickness: the specified thickness plus ⅜ inch.
 - (3) For pavement of 5 inches or more in specified thickness: the specified thickness plus ½ inch.
- c. The Engineer will not take into account in the calculations areas of deficient-thickness pavement that the Contractor left in place for no compensation as specified in 330-11.2.
- d. Where the Contractor corrects areas of defective surface or deficient thickness by overlaying with additional material, the Engineer will use the specified thickness for such areas in the calculations.

SECTION 334 – SUPERPAVE ASPHALT CONCRETE

Delete the second paragraph of Subarticle 334-1.1 General and substitute the following:

Obtain Superpave asphalt concrete from a plant that is currently on the Florida Department of Transportation's Production Facility Listing. Producers must meet the requirements of Section 320 for plant and equipment. Meet the general construction requirements of Section 330, including the provisions for Quality Control Plans and Quality Control Systems.

Delete Item 3 of Subarticle 334-2.3.1 General Requirements and substitute the following:

3. Use RAP from a Florida Department of Transportation approved stockpile or millings from a Florida Department of Transportation project.

Delete the last sentence of the first paragraph of Subarticle 334-3.2.1 General.

Delete Item 6 of Subarticle 334-3.2.7 Additional Information and substitute the following:

6. The bulk specific gravity (G_{sb}) value for each individual aggregate and RAP component, as identified in the Florida Department of Transportation's aggregate control program.

Delete the third sentence of the first paragraph of Article 334-4 Producer Process Control (PC).

Delete the first sentence of the second paragraph of Item 3 of Subarticle 334-5.4.4 Individual Test Tolerances for QC Testing and substitute the following:

When a LOT is terminated due to a QC failure, stop production of the mixture until the problem is resolved to the satisfaction of the QC Manager and/or Asphalt Plant Level II technician responsible for the decision to resume production after a QC failure, as identified in the asphalt producer's Quality Control Plan.

Delete Article 334-7 Method of Measurement and substitute the following:

334-7 Method of Measurement.

For the work specified under this Section (including the pertinent provisions of Sections 320 and 330), the quantity to be paid for will be the area of the pavement in square yards.

The bid price for the asphalt mix will include the cost of the liquid asphalt or the asphalt recycling agent and the tack coat application as directed in 300-8. There will be no separate payment or unit price adjustment for the asphalt binder material in the asphalt mix.

Prepare a Certification of Quantities for the quantity of Superpave asphalt concrete produced and accepted and submit this certification to the Engineer.

Delete the last sentence of the second paragraph of Subarticle 334-8.1 General and substitute the following:

The pay adjustment will be computed by multiplying a Composite Pay Factor for the LOT by the bid price per square yard.

Delete the last paragraph of Subarticle 334-8.3 Composite Pay Factor (CPF) and substitute the following:

The pay adjustment shall be computed by multiplying the Composite Pay Factor for the LOT by the bid price per square yard.

Delete Subarticle 334-8.4 Payment and substitute the following:

334-8.4 Payment: Payment will be made under:

Item No. 334- 1- Superpave Asphaltic Concrete - per square yard.

SECTION 337 – ASPHALT CONCRETE FRICTION COURSES

Delete the second paragraph of Article 337-1 Description and substitute the following:

Obtain Superpave asphalt concrete friction course from a plant that is currently on the Florida Department of Transportation's Production Facility Listing. Producers must meet the plant and equipment requirements of Section 320, as modified herein. Meet the general construction requirements of Section 330, as modified herein.

Delete the last two sentences of Subarticle 337-2.1 General Requirements and substitute the following:

Obtain asphalt rubber binder from a plant that is currently on the Florida Department of Transportation's Production Facility Listing.

Delete the first sentence of the third paragraph of Subarticle 337-3.2.1.1 Aggregates and substitute the following:

A list of aggregates approved for use in friction course may be available on the Florida Department of Transportation's website.

Delete the first sentence of the second paragraph of Subarticle 337-3.2.2.1 Aggregates and substitute the following:

A list of aggregates approved for use in friction course may be available on the Florida Department of Transportation's website.

Delete Subarticle 337-4.1 FC-5 and substitute the following:

337-4.1 FC-5: Provide a mix design that was recently provided by the Florida Department of Transportation.

Delete the first sentence of the second paragraph of Subarticle 337-6.2.1 Individual Test Tolerances for FC-5 Production and substitute the following:

When a LOT is terminated due to a QC failure, stop production of the mixture until the problem is resolved to the satisfaction of the QC Managers and/or Asphalt Plant Level II technicians responsible for the decision to resume production after a quality control failure, as identified in the asphalt producer's Quality Control Plan.

Delete the first paragraph of Article 337-11 Method of Measurement and substitute the following:

For the work specified under this Section (including the pertinent provisions of Sections 320 and 330), the quantity to be paid for will be the area of the pavement in square yards.

Delete the last paragraph of Article 337-11 Method of Measurement and substitute the following:

Prepare a Certification of Quantities for the quantity of asphalt concrete friction course produced and accepted and submit this certification to the Engineer.

Delete the last paragraph of Subarticle 337-12.1 General and substitute the following:

Based upon the quality of the material, a pay adjustment will be applied to the bid price of the material as determined on a LOT by LOT basis. The pay adjustment will be assessed by calculating a Pay Factor for individual quality characteristics. The pay adjustment will be computed by multiplying a Composite Pay Factor for the LOT by the bid price per square yard.

Delete Subarticle 337-12.4 Payment and substitute the following:

337-12.4 Payment: Payment will be made under:

Item No. 337- 7- Asphaltic Concrete Friction Course - per square yard.

SECTION 338 – VALUE ADDED ASPHALT PAVEMENT

Delete Section 338 in its entirety.

SECTION 339 – MISCELLANEOUS ASPHALT PAVEMENT

Delete Article 339-7 Method of Measurement and substitute the following:

For the work specified under this Section (including the pertinent provisions of Sections 320 and 330), the quantity to be paid for will be the area of the pavement in square yards. Prepare a Certification of Quantities for the quantity of miscellaneous asphalt pavement produced and accepted and submit this certification to the Engineer.

Delete the last paragraph of Article 339-8 Basis of Payment and substitute the following:

Payment will be made under:

Item No. 339- 1- Miscellaneous Asphalt Pavement – per square yard.

SECTION 341 – ASPHALT RUBBER MEMBRANE INTERLAYER

Delete Article 341-1 Description and substitute the following:

341-1 Description

Construct an asphalt rubber membrane interlayer composed of a separate application of asphalt rubber binder covered with a single application of aggregate. Obtain asphalt rubber binder from a plant that is currently on the Florida Department of Transportation's Production Facility Listing.

Delete Subarticle 341-9.3 Submittal of Certification of Quantities for Bituminous Material and substitute the following:

341-8.3 Submittal of Certification of Quantities for Bituminous Material: Prepare a Certification of Quantities for the quantity of bituminous material placed and accepted and submit this certification to the Engineer.

SECTION 346 – PORTLAND CEMENT CONCRETE

Delete the second paragraph of Article 346-1 Description and substitute the following:

Obtain concrete from a plant that is currently on the Florida Department of Transportation's Production Facility Listing.

Delete the second paragraph of Article 346-8 Plastic Concrete Sampling and Testing and substitute the following:

Ensure that each truck has a valid inspection card issued by the Florida Department of Transportation, the revolution counter on the mixer is working properly, and calibration of the water dispenser has been performed within the last twelve months and verify batch weights within required

limits of the mix design. Reject any concrete batches that are delivered in trucks that do not have mixer identification cards. The Contractor may remove the mixer identification card when a truck mixer is discovered to be in noncompliance. When the mixer identification card is removed for noncompliance, forward the card to the Florida Department of Transportation's District Materials Engineer in the District where the plant is located.

Delete the second sentence of the third paragraph Article 346-8 Plastic Concrete Sampling and Testing and substitute the following:

Ensure qualified QC technicians are present and performing tests throughout the placement operation.

Delete the third and fourth paragraphs of Subarticle 346-9.1 General and substitute the following:

Test the QC samples for compressive strength at the age of 28 days in a qualified laboratory. The QC testing laboratory shall notify the Verification testing laboratory within 24 hours of breaking the cylinder and provide the Verification testing laboratory the compressive strength test results.

Delete the second paragraph of Subarticle 346-9.2.1 Reduced Frequency for Acceptance Tests and substitute the following:

The average of the consecutive compressive strength test results, based on the class of concrete, can be established using historical data from a previous Florida Department of Transportation project. The tests from the previous Florida Department of Transportation project must be within the last 60 calendar days or may also be established by a succession of samples on the current project. Only one sample can be taken from each LOT. Test data must be from a qualified laboratory. Obtain Department approval before beginning reduced frequency LOT's.

Delete the third sentence of Subarticle 346-9.6 Small Quantities of Concrete and substitute the following:

Prepare a quality control plan for the concrete placement operation.

SECTION 347 – PORTLAND CEMENT CONCRETE – CLASS NS

Delete item 3 of Subarticle 347-4.3 Records and substitute the following:

3. Recent NRMCA, VMMA or Florida Department of Transportation inspection records certifying the plant or truck can produce concrete and documentation showing that action has been taken to correct deficiencies noted during the inspections.

SECTION 353 – CONCRETE PAVEMENT SLAB REPLACEMENT

Delete the second paragraph of Subarticle 353-3.1 Mixture Proportions and substitute the following:

Prior to producing concrete, submit the design mix for approval on a form acceptable to the Department. Ensure the 24-hour acceptance strength has a minimum over design of 400 psi. Indicate slump before and after addition of accelerator. Use mixes approved by the Florida Department of Transportation and obtain concrete from a plant that is currently on the Florida Department of Transportation's Production Facility listing.

SECTION 355 – VALUE ADDED PORTLAND CEMENT CONCRETE PAVEMENT

Delete Section 355 in its entirety.

SECTION 400 – CONCRETE STRUCTURES

Delete the last sentence of the last paragraph of Article 400-1 Description.

SECTION 407 – THREE-SIDED PRECAST CONCRETE CULVERT

Delete the last paragraph of Subarticle 407-4.1 General and substitute the following:

Test all QC samples for compressive strength in a qualified laboratory.

Delete the third sentence of Article 407-5 Design Requirements and substitute the following:

Submit design calculations, shop drawings and load rating for approval.

Delete the first sentence of the second paragraph of Subarticle 407-5 Design Requirements and substitute the following:

Line the channel between footings with either a cast-in-place reinforced concrete slab with a toe wall at the inlet and outlet end of the structure or a blanket of revetment designed in accordance with the Florida Department of Transportation's Drainage Manual.

SECTION 410 – PRECAST CONCRETE BOX CULVERT

Delete the first sentence of Article 410-1 Description and substitute the following:

Provide precast four-sided concrete box culverts as specified in the Contract Documents or as an alternative to cast-in-place concrete box sections.

Delete the last paragraph of Subarticle 410-3.1 General and substitute the following:

Test all QC samples for compressive strength in a qualified laboratory.

Delete the second sentence of the first paragraph of Subarticle 410-4.2 Design Submittals and substitute the following:

Submit design calculations, revised plans, and load rating when required for approval for Modified or Special Designs.

Delete the first sentence of Article 410-12 Shop Drawings and substitute the following:

Submit details of all precast box culvert elements to the Engineer prior to manufacturing.

Delete the last paragraph of Article 410-14 Basis of Payment and substitute the following:

When precast concrete box culvert is substituted for cast-in-place construction, payment will be made for concrete (culverts) and reinforcing steel (roadway) at the Contract unit prices. Prices and payments will be full compensation for all work specified herein. The quantities to be paid for will be those quantities for which payment would be made if cast-in-place construction was utilized

Cast-in-place transitions, wingwalls, cut-off walls and headwalls will be paid for under the pay items for concrete (culverts) and reinforcing steel (roadway).

Payment will be made under:

Item No. 410- 70- Precast Concrete Box Culvert - per foot.

SECTION 413 – SEALING CRACKS AND CONCRETE STRUCTURE SURFACES

Delete Article 413-1 Description and substitute the following:

413-1 Description.

Seal concrete surfaces and cracks in concrete using materials, surface preparation, and application of penetrant sealers and high molecular weight methacrylates as specified in this Section and in accordance with the manufacturer recommendations. Consult with the Engineer in the event of conflict between the manufacturer's recommendations and this specification. Perform surface preparation and application to all areas as shown in the plans or as directed by the Engineer.

Delete the second paragraph of Subarticle 413-3.1 General and substitute the following:

The rate of application (gl/ft² of concrete) and the application method and equipment must be approved by the Engineer prior to commencement of work based on the size, depth and the internal

condition of cracks. Submit a written sealer application plan based on the above described crack characteristics for approval by the Engineer. In addition, provide a minimum of 14 days advanced notice so that Department personnel may be present at the beginning of work to evaluate the cracks and provide final approval of the application rate. Make arrangements with the material manufacturer to provide on-site technical assistance for the initial application and certify that the mixing ratio, application methods, and sand broadcasting are correct and in accordance with their recommendations.

Delete Subarticle 413-3.2 Materials and substitute the following (retain Subarticle 413-3.2.1 Properties and Subarticle 413.3.2.2 Sand):

413-3.2 Materials: The methacrylate system must be a three component system consisting of: a) methacrylate monomer, b) cumene hydroperoxide (CHP) initiator, and c) cobalt promoter. Use a HMWM monomer that is approved by the Florida Department of Transportation and included on the Department's Approved Products List. Use initiator and promoter approved by the monomer manufacturer.

Delete the last paragraph of Subarticle 413-3.4.3 Polymer Application (Mobile Distribution) and substitute the following:

The typical application rate of the material is approximately 100 square feet per gallon. Prior to application of the monomer, the Engineer will determine the final production application rate based on the internal characteristics of the cracks as determined from Contractor supplied cores that the Engineer approves as being representative of the overall cracking conditions.

Delete the last sentence of the second paragraph of Subarticle 413-3.4.6.

SECTION 415 – REINFORCING STEEL

Delete the last sentence of the fifth paragraph of Subarticle 415-5.13.3 Plastic Bar Supports and Spacers.

SECTION 425 – INLETS, MANHOLES, AND JUNCTION BOXES

Delete the second paragraph of Subarticle 425-3.2 Gratings, Covers, and Frames and substitute the following:

Use cast iron frames and covers of either 24 inches or 36 inches or optional three-piece cast iron adjustable frames and covers as indicated in Design Standards, Index No. 201. A frame with a 36 inch opening and a two-piece cover shall be used on each inlet, manhole, and junction box where the depth of the structure exceeds 5 feet, unless otherwise noted.

Delete Subarticle 425-6.7 Adjusting Existing Structures and substitute the following:

425-6.7 Adjusting Existing Structures: Cut down or extend existing manholes, catch basins, inlets, valve boxes, etc., within the limits of the proposed work, to meet the finished grade of the proposed pavement, or if outside of the proposed pavement area, to the finished grade designated on the plans for such structures.

Manholes and valve boxes shall be adjusted to match the final profile grade and cross slope of the pavement after placement of the leveling or intermediate structural courses. Manholes and valve boxes shall be adjusted to within one quarter (1/4) inch of the proposed profile grade of the finished surface course and to within one eighth (1/8) inch of the plane and cross slope of the roadway.

Adjustments to manholes shall be made with bricks and mortar, grade rings and mortar, or ductile iron extension rings of the type that do not require removal of the existing manhole frame.

For adjustments to manholes requiring removal of the manhole frame, all materials surrounding the structure shall be excavated to the depth required to make the adjustment, and all excessive and loose mortar and debris shall be removed. Structural steel plate (minimum 1/2" thick) shall be used to cover cavities that are hazardous to traffic. After adjustment, joints shall be completely filled with cement mortar and troweled smooth on the inside and outside to seal the manhole.

If extension rings are used, they shall be produced by the manufacturer of the existing frame and cover. Extension rings shall be secured in place by an epoxy adhesive designed especially for this purpose and used in accordance with the manufacturer's instructions.

Where backfill is required around manholes and valve boxes, it shall consist of a mixture of 8:1 sand-cement to 8" below grade of leveling or structural courses. The final 8" shall be filled with 2500 psi Portland Cement concrete 2' wide, and shall be troweled smooth to match finish grade of the leveling or structural course.

SECTION 430 – PIPE CULVERTS

Delete Article 430-1 Description and substitute the following:

430-1 Description.

Furnish and install drainage pipe and end sections at the locations called for in the Plans. Furnish and construct joints and connections to existing pipes, catch basins, inlets, manholes, walls, etc., as may be required to complete the work.

Obtain pipe culverts and drainage products from a plant that is currently on the Florida Department of Transportation's Production Facility Listing.

Delete Subarticle 430-3.1 General and substitute the following:

430-3.1 Storm Drains: If the Plans do not specify a type of pipe, the Contractor may use either steel reinforced concrete pipe (minimum Class III) or FDOT approved polypropylene pipe. When the plans designate a type of pipe, the Contractor may use only the type designated. The Contractor may not use a type of pipe not designated on the plans without written approval from the Engineer.

Polypropylene pipe may not to be used for open-ended pipe runs, such as pipes connecting to ditches or ponds. Steel reinforced concrete pipe shall be used for the entire run of pipe from the open end to the nearest drainage structure.

Delete Subarticle 430-3.2 Side Drain and substitute the following:

430-3.2 Side Drains and Cross Drains: If the Plans do not specify a type of pipe, steel reinforced concrete pipe (minimum Class III) is to be used. If the Plans do not specify a type of pipe for the extension of existing side drains or cross drains, the pipe extensions are to be of the same size and kind as the existing pipe. Extensions of existing pipes of materials that are no longer produced shall be extended with the most similar pipe material available. Polypropylene pipe may not to be used for side drains or cross drains.

Expand Subarticle 430-4.4 Backfilling by the following:

Backfill around polypropylene pipe shall be in accordance with the manufacturer's specifications.

Delete the last paragraph of Subarticle 430-4.6 End Treatment and substitute the following:

Polypropylene pipe may not to be used for open-ended pipes where end treatment would normally be installed. Mitered end sections are not to be constructed of polypropylene. Use only concrete or metal mitered end sections as indicated in the Design Standards.

Expand Subarticle 430-4.8 Pipe Inspection by the following:

Each drainage structure and pipe must be identified in the Pipe Observation Summary Report and in the pipe inspection video by the Facility Identification (FID) number as provided by the Engineer. The file naming convention of each pipe inspection video must contain the FID of the pipe associated with the video. All Pipe Observation Summary Reports must be compatible with Pipeline Observation System Management (POSM) software.

Delete the last paragraph of Subarticle 430-12.4 Plugging Pipes and substitute the following:

When the project includes no quantities for new pipe culverts, and temporary plugs are required for existing pipe culverts, the cost will be considered as extra work.

SECTION 435 – STRUCTURAL PLATE PIPE AND PIPE ARCH CULVERTS

Delete Article 435-1 Description and substitute the following:

Construct structural plate pipe and pipe arch culverts as shown on the Plans.

Obtain pipe culverts and drainage products from a plant that is currently on the Florida Department of Transportation's list of Producers with Accepted Quality Control Programs.

SECTION 449 – PRECAST CONCRETE DRAINAGE PRODUCTS

Delete Article 449-1 Description and substitute the following:

449-1 Description.

Precast concrete drainage products, herein after called products, may include but are not limited to round concrete pipe, elliptical concrete pipe, underdrains, manholes, endwalls, inlets, junction boxes, three-sided precast concrete culverts, and precast concrete box culverts.

Ensure that all precast drainage products are designed and manufactured in accordance with the requirements of the Contract Documents.

Obtain precast concrete pipes, box culverts, and drainage structures from a plant that is currently on the Florida Department of Transportation's list of Producers with Accepted Quality Control Programs.

At the beginning of each project, provide a notarized statement to the Engineer from a company-designated representative certifying that the plant will manufacture the products in accordance with the requirements set forth in the Contract Documents and the plant's Quality Control (QC) Plan. The Quality Control Manager's stamp on each product indicates certification that the product was fabricated in conformance with the plant's QC Plan, the Contract, and this Section. Ensure that each shipment of precast concrete products to the project site is accompanied with a QC signed or stamped delivery ticket providing the description and the list of products.

Accept responsibility of either obtaining products from a plant with an approved Quality Control Program, or await re-approval of the plant when plant's Quality Control Program is suspended by the Florida Department of Transportation.

The Engineer will not allow changes in Contract Time or completion dates as a result of the plant's loss of qualification. Accept responsibility for all delay costs or other costs associated with the loss of the plant's qualification.

SECTION 450 – PRECAST PRESTRESSED CONCRETE CONSTRUCTION

Delete the third paragraph of Article 450-1 Description and substitute the following:

Obtain precast/prestressed products from a plant that is currently on the Florida Department of Transportation's Production Facility Listing.

Delete the first paragraph of Subarticle 450-2.1 General and substitute the following:

Develop a Quality Control Plan to assure the specified quality of all applicable materials and related production.

Delete Subarticle 450-2.2 Plant and substitute the following:

450-2.2 Plant: Ensure each plant has an onsite Quality Control Manager.

Delete the first paragraph of Article 450-5 Shop Drawings and substitute the following:

Submit shop drawings when the Contract Documents do not contain all the detailed information necessary to fabricate and/or erect the pretensioned prestressed concrete product. Ensure the submitted shop drawings meet the requirements of the Contract Documents.

SECTION 452 – PRECAST SEGMENTAL BRIDGE CONSTRUCTION

Delete Article 452-2 Qualification Requirements for Supervisory Personnel and substitute the following:

452-2 Qualification Requirements for Supervisory Personnel:

Provide qualified personnel in accordance with the requirements of the Florida Department of Transportation for the type of work to be performed.

SECTION 453 – EPOXY JOINTING OF PRECAST SEGMENTS

Delete the second sentence of the first paragraph of Article 453-2 Acceptance of Epoxy Bonding System.

SECTION 455 – STRUCTURES FOUNDATIONS

Delete the first paragraph of Article 455-1 General Requirement and substitute the following:

If available, the Contractor may examine soil samples and/or rock cores obtained during soil boring operations at the office of the engineer that performed the geotechnical investigation.

SECTION 458 – BRIDGE DECK JOINTS

Delete the second sentence of Subarticle 458-2.4 Strip Seal Joint System.

Delete the first sentence of Subarticle 458-3.1 All Joint Types (with the exception of Poured Joints) and substitute the following:

Submit shop drawings for any applicable joint system supplied.

SECTION 460 – STRUCTURAL STEEL AND MISCELLANEOUS METALS

Delete the second paragraph of Subarticle 460-1.1 General and substitute the following:

Obtain Structural Steel and Miscellaneous Metals from a fabricator that is currently on the Florida Department of Transportation's Production Facility Listing.

Delete the Subarticle 460-1.2 Fabrication Categories and substitute the following:

460-1.2 Fabrication Categories: As a prerequisite for being on the Florida Department of Transportation's Production Facility Listing, fabricators must currently be accredited in accordance with one of the programs in Table 460-1, by fabrication category/categories of the products that they are producing.

Delete the first sentence of Article 460-2 Materials and substitute the following:

Provide the materials specified in the Contract Documents in accordance with Section 6, ASTM A6, and AASHTO/AWS D1.5, Bridge Welding Code.

Delete the first sentence of Subarticle 460-3.1 Shop drawings and substitute the following:

Shop drawings are required for items of work not fully detailed in the plans which require additional drawings and coordination prior to constructing the items.

Delete Subarticle 460-7.1.2 Submittals and substitute the following:

460-7.1.2 Submittals: Provide submittals to the Engineer for review in accordance with the Contract Documents.

SECTION 461 – MULTIROTATIONAL BEARINGS

Delete the first sentence of Subarticle 461-4 Shop drawings and substitute the following:

Submit shop drawings in accordance with this Section and the Contract Documents.

SECTION 462 – POST-TENSIONING

Delete paragraph 4 of Article 462-1 Description and substitute the following:

4. Submit all required documents in accordance with this Section and the Contract Documents to the Engineer for review and written approval.

Delete Article 462-4 Qualifications and substitute the following:

462-4 Qualifications.

Provide qualified personnel in accordance with the requirements of the Florida Department of Transportation for the type of work to be performed.

Delete the first sentence of paragraph 1 of Subarticle 462-5.1 Shop and Working Drawings and substitute the following:

Submit to the Engineer all necessary information, Plans, shop and working drawings, and manuals in accordance with this Section and the Contract Documents.

SECTION 471 – FIBER REINFORCED POLYMER FENDER SYSTEMS

Delete the last sentence of the first paragraph of Subarticle 471-3 Product Acceptance.

Delete the first sentence of Subarticle 471-4.1 Shop Drawings and substitute the following:

Submit shop drawings in accordance with this Section and the Contract Documents.

GROUTING

Add the following new section:

**SECTION 519
GROUTING**

519-1 Description.

Furnish and place Class NS concrete grout through an injection process or by pour, as designated on the plans, in conformity with the lines, grades, dimensions and notes shown on the plans.

519-2 Materials.

Meet the following requirements:

Concrete Section 347

519-3 Construction Methods.

519-3.1 General Requirements: No grout will be placed when the atmospheric temperature is below 40° F or when the temperature of the grout is below 45° F or above 90° F. Prevent water and moisture from entering the area until the grout has thoroughly cured. Do not damage walls, footers, gabions, gabion mats, sandbags, riprap, or filter fabric.

519-3.2 Surface Preparation: Prior to grouting, flush the area with water to remove any loose debris. Pumps shall be capable of delivering one to five gallons per minute at 75 pounds per square inch maximum. Surplus water shall be removed with compressed air.

519-3.3 Injection Grouting: Insert the injection tube a minimum of six (6) inches. Begin grouting at a low pressure and gradually increase to at least 50psi. Remove the injection tube slowly to allow grout to seep into all voids. Continue this process along the entire length of the grout line or face of the structure. Maximum distance for grout injection points along the grout line will not exceed eight (8) inches.

519-3.4 Poured Grout: Place the grout over the area to be grouted and tamp and spade to prevent honeycombing. The top surface shall be floated smooth.

519-4 Method of Measurement:

The quantities to be paid for will be the plan quantity for the following items meeting the

requirements of this Section, completed and accepted:

- (1) The volume, in cubic feet, of Injection Grouting.
- (2) The area, in square yards, of Poured Grout.

519-5 Basis of Payment:

Price and payment will constitute full compensation for all work, including all materials, equipment, labor, and incidentals necessary to complete the work.

Payment will be made under:

- Item No. 519-1 – Injection Grouting - per cubic foot.
- Item No. 519-2 – Poured Grout - per square yard.

SECTION 523 – PATTERNED PAVEMENT

Delete Subarticle 523-2.2 Approved Products List (APL).

Delete Subarticle 523-2.3 Performance Requirements for Products in Vehicular Travel Areas.

SECTION 527 – DETECTABLE WARNINGS

Delete the last sentence of Subarticle 527-2.4 Approved Products List.

SECTION 530 – REVETMENT SYSTEMS

Delete the second sentence of the third paragraph of Subarticle 530-1.2 Articulating Concrete Block (ACB) Revetment Systems.

Delete Subarticle 530-1.3 Gabions.

Delete Subarticle 530-2.3 Gabions.

Delete Subarticle 530-3.5 Gabions.

Delete Subarticle 530-4.4 Gabions.

Delete Subarticle 530-5.6 Gabions.

Delete Item No. 530-5 from Subarticle 530.7 Payment Items.

GABIONS, GABION MATS, AND MSE GABION WALLS

Add the following new section:

**SECTION 531
GABIONS, GABION MATS, AND MSE GABION WALLS**

531-1 Description.

531-1.1 General: Furnish, assemble, fill, and tie woven wire mesh baskets to form gabions, gabion mats, and MSE gabion walls in conformity with the lines, grades, dimensions and notes shown on the plans.

531-1.2 Definitions.

Connecting Wire.

Internal wire used to prevent gabion baskets and gabion mats from bulging.

Diaphragm.

Internal woven wire mesh partition that divides a gabion basket or gabion mat into cells.

Gabion and Gabion Basket.

Double-twisted PVC coated woven wire mesh box-shaped basket that is filled on site with clean hard stones.

Gabion Mat.

Double-twisted PVC coated woven wire mesh mattress-shaped basket that is filled on site with clean hard stones.

Lacing Wire.

Wire used to assemble and join gabion basket and gabion mat units.

Mechanical Fastener.

ASTM approved overlapping stainless steel "C" shaped fastener used to assemble and join gabion basket and gabion mat units.

MSE Gabion Wall.

Rock-faced mechanically stabilized earth wall assembled from a continuous piece of PVC coated double-twisted woven wire mesh to form a box-shaped gabion basket and a reinforcement panel.

Reinforcement Panel.

Double-twisted PVC coated woven wire mesh panel extending behind a gabion basket upon which compacted earth fill is placed.

Selvedge.

Perimeter and edge wire to which the wire mesh is securely tied to withstand sudden or gradual stresses from any direction. Perimeter Wire runs perpendicular to the twist, and Edge Wire runs parallel to the twist.

531-2 Materials.

531-2.1 Baskets:

531-2.1.1 Wire Mesh: All wire mesh for gabion baskets, gabion mats, and MSE gabion walls shall be manufactured by Maccaferri Gabions, Inc., Terra Aqua Gabions, Inc., or approved equal, and shall be manufactured from hexagonal double-twisted PVC coated woven steel wire in accordance with the requirements of ASTM A975-97. The mesh type shall be hexagonal 8x10 with a nominal mesh opening size of 3.25" for gabion baskets and MSE gabion walls, and hexagonal 6x8 with a nominal mesh opening size of 2.50" for gabion mats. The mesh shall have the ability to resist pulling apart at the twists or connections forming the mesh when a single wire in a mesh section is cut.

531-2.1.2 Wire: Wire used in the fabrication of gabion baskets, gabion mats, and MSE gabion walls shall comply with the requirements of ASTM A975-97, style 3 coating, galvanized and PVC coated steel wire, with diameters in accordance with the following tables. The PVC coating shall be in compliance with ASTM A975-97 section 8.2.

531-2.1.2.1 Gabion Baskets:

<u>Application</u>	<u>Internal Diameter</u>	<u>External Diameter</u>
Mesh Wire	0.106 inches	0.146 inches
Selvedge Wire	0.134 inches	0.174 inches
Lacing Wire	0.087 inches	0.127 inches
Connecting Wire	0.087 inches	0.127 inches
Preformed Stiffener	0.134 inches	0.174 inches

531-2.1.2.2 Gabion Mats:

<u>Application</u>	<u>Internal Diameter</u>	<u>External Diameter</u>
Mesh Wire	0.087 inches	0.127 inches
Selvedge Wire	0.134 inches	0.174 inches
Lacing Wire	0.087 inches	0.127 inches
Connecting Wire	0.087 inches	0.127 inches

531-2.1.3 Mechanical Fasteners: Mechanical fasteners may be used in lieu of or to complement lacing wire for basket assembly and installation. Spacing of the fasteners during all phases of assembly and installation shall be based on 1,200 lbs/ft pull apart resistance for gabions and 700 lbs/ft pull apart resistance for gabion mats when tested in accordance with ASTM A975-97, and a nominal spacing of 4 inches and not to exceed 6 inches for gabions, and 6 inches and not to exceed 8 inches for gabion mats. Stainless steel wire used in the manufacture of the fasteners shall have a diameter of 0.120 inches and shall conform to ASTM A975-97, Section 6.3, with a tensile strength of 222,000 to 253,000 psi.

Mechanical fasteners shall be installed using a pneumatic power tool with an air pressure of 105 psi measured at the tool by a gauge placed on the air supply line. Non-pneumatic manual tools shall

not be used to apply mechanical fasteners. A properly installed mechanical fastener shall have a nominal overlap of one inch after closure.

531-2.1.4 Tolerances: Tolerances on nominal wire diameters shall be 0.004 inches in accordance with ASTM A641. Tolerances on zinc coating shall be in accordance with ASTM A641/A641M-03, Class III soft temper coating. Dimensional tolerances for heights, lengths, and widths shall be in accordance with ASTM A975.

531-2.1.5 Fabrication:

531-2.1.5.1 Gabion Baskets: Gabion baskets shall be manufactured and shipped with all components mechanically connected at the production factory. The baskets shall be of single unit construction; i.e., the front, base, back and lid shall be either woven into a single unit, or one edge of these members shall be connected to the base section of the basket in such a manner that strength and flexibility are in accordance with ASTM A975. Ends and diaphragms shall be factory connected to the base. All perimeter edges of the mesh forming the basket and top, or lid, shall be selvedged with wire having a larger diameter.

Where the length of the basket exceeds 1.5 times its horizontal width, it shall be equally divided by diaphragms made of the same type mesh as the body into cells in which the length does not exceed the horizontal width. The diaphragms shall be secured in position to the base so that no additional lacing is necessary at the jobsite.

531-2.1.5.1 Gabion Mats: Gabion mats shall be manufactured and shipped with all components mechanically connected at the production factory with the exception of the lid, which is to be produced separately from the base. The ends and diaphragm(s) shall be formed in conjunction with the base. The lid shall be a separate piece made of the same type mesh as the basket. All perimeter edges of the mesh forming the basket and top, or lid, shall be selvedged with wire having a larger diameter. The diaphragms shall be secured in position to the base so that no additional lacing is necessary at the jobsite.

531-2.1.6 Standard Dimensions:

531-2.1.6.1 Gabion Baskets:

Nominal Width = 3 feet, 4.5 feet, 6 feet, or 7.5 feet

Nominal Height = 1 foot, 1.5 feet, 2 feet, or 3 feet

Nominal Length = 3 feet, or field determined

531-2.1.6.2 Gabion Mats:

Nominal Width = 6 feet

Nominal Height = 6 inches, 9 inches, or 12 inches

Nominal Length = 6 feet or 12 feet

531-2.2 Stone Fill:

531-2.2.1 General: Stone fill shall consist of broken stone or broken concrete of a quality and durability sufficient to ensure permanency in the structure and climate in which it is to be used. Individual stones shall be free of open or incipient cracks, soft seams, sharp edges or other structural defects that can promote deterioration from natural causes, cause damage to the steel wire or PVC coating, or which might reduce the stones to sizes that could not be retained in the baskets. Stone fill shall be uniform in material type, color and appearance throughout the project. Stone material shall be subject to approval by the Engineer.

531-2.2.2 Approval of Source of Supply: The sources from which the Contractor proposes to obtain the material shall be selected well in advance of the time that the material will be required in the work. Unless otherwise specified, samples of stone fill material and copies of test reports on advance samples taken and submitted by the producer shall be submitted to the Engineer at least 30 days prior to the time placement of the stone is expected to begin. The samples and test reports will be used to determine the acceptability of the stone. In the event test reports are not available, the material shall be subject to such tests by the Engineer by means of samples and after delivery as necessary to determine acceptability. The Contractor shall furnish and deliver to the Engineer at no cost the required material necessary to take test samples.

531-2.2.3 Specific Requirements:

Gradation: Stone fill for gabion baskets shall be a well-graded mixture with sizes ranging between 4 and 8 inches in diameter, based on U.S. Standard square-mesh sieves. No stone shall have a minimum dimension of less than 3 1/2 inches. Stone fill for gabion mats shall be a well-graded mixture with sizes ranging between 3 and 6 inches in diameter, based on U.S. Standard square-mesh sieves, with no stone having a minimum dimension of less than 2 1/2 inches.

Bulk Specific Gravity: Minimum 2.40

Absorption: Maximum 5%

Los Angeles Abrasion: Maximum loss of 45% [FM 1-T096]

Soundness (Sodium Sulfate): Maximum loss of 12% [FM 1-T104]

Flat & Elongated Pieces: Materials with least dimension less than one third of greatest dimension shall not exceed 10% by weight.

Dirt and Fines: The inclusion of objectionable quantities of dirt, sand, clay, and rock fines will not be permitted. Materials less than 1/2 inch in maximum dimension shall not exceed 5% by weight.

531-2.3 Filter Fabric: Type D-2 filter fabric shall be in compliance with Section 985.

531-2.4 Select Backfill: Granular material meeting the AASHTO classification for A-2-4, A-3, or A-2-6 with a Plasticity Index not exceeding 20 percent. Contractor is responsible for providing geotechnical test results confirming the select backfill meets the above criteria.

531-3 Construction Requirements.

531-3.1 General: The Contractor shall have on-site for a minimum of two (2) days during the initial installation of the gabion baskets, gabion mats, and MSE gabion walls a representative of the manufacturer of the gabion baskets who is skilled in the assembly and installation of gabions to provide assistance to the Contractor.

531-3.2 Foundation Preparation: After excavation or stripping to the extent indicated on the Plans, remaining loose or otherwise unsuitable materials shall be removed, and all depressions shall be carefully backfilled using suitable materials and shall be compacted as specified in Section 120-9.2. Any buried debris protruding from the foundation that will impede the proper installation and final appearance of the gabion baskets or gabion mats shall also be removed and the voids carefully backfilled and compacted. Filter fabric shall be placed on the prepared foundation immediately prior to placing basket units.

531-3.3 Assembling: Basket units shall be assembled individually by erecting the sides, ends, and diaphragms in such a manner to insure that all panels are in the correct position and that the tops of all sides are aligned. The four corners of the unit shall be connected first, followed by connecting the internal diaphragms to the outside walls. All connections shall be accomplished using lacing wire or mechanical fasteners.

The procedure for using lacing wire shall consist of cutting a sufficient length of wire, and first looping and/or twisting to secure the lacing wire to the wire mesh. Lacing shall proceed with alternating double and single loops through every mesh opening, pulling each loop tight and finally securing the end of the lacing wire to the wire mesh by looping and/or twisting the wire onto the mesh to prevent loosening.

If mechanical fasteners are used, they shall be applied at 4 inch to 6 inch intervals on all seams, with no less than three fasteners per foot on any given vertical or horizontal seam.

531-3.4 Installation: After assembly, the initial line of basket units shall be placed on the filter fabric on the prepared surface and set to the lines and grades as shown on the Plans. All adjoining empty baskets must be securely joined together along the vertical and top edges of their contact surfaces using the same connecting procedure described in Section 531-3.3. After the adjoining empty basket units are set to line and grade and common sides with adjacent units thoroughly fastened together, they may be placed in tension and stretched to remove any kinks from the mesh and to a uniform alignment. The stretching of empty basket units shall be accomplished in such a manner as to prevent any possible unraveling. Each upper layer of empty baskets shall be securely joined together along the vertical and top edges of their contact surfaces and shall be connected to the top of the lower layer of filled baskets along the front and back edges of the contact surface using the same connecting

procedures described in Section 531-3.3. The reinforcement panels on MSE gabion walls are then unfolded onto the compacted backfill. It is not necessary to attach the reinforcement panels to each other with lacing wire or fasteners except at one point approximately three feet behind the back panel for alignment purposes.

531-3.5 Filter Fabric Placement: Filter fabric shall be placed so as to completely cover all surfaces of gabion baskets that will be in contact with soil. Filter fabric shall be pressed tightly against the baskets, and filter fabric on adjacent baskets shall overlap a minimum of 24 inches. On MSE gabion walls, 24 inches of excess material at both the top and bottom of the baskets shall be folded toward the backfill along the reinforcement panels.

531-3.6 Filling: Stone filling operations shall carefully proceed, with placement by hand or machine so as not to damage the PVC wire coating, to assure a minimum of voids between the stones, to give a neat, flat and compact appearance, and to maintain alignment throughout the filling process. The cells shall be filled in stages consisting of courses of a maximum thickness of 12 inches so that local deformation or bulging may be avoided. At no time shall any cell be filled to a depth exceeding 12 inches above the depth of an adjoining cell. The baskets shall be uniformly overfilled by 1 to 2 inches to allow for settlement of the stone fill.

All 2-foot and 3-foot high baskets shall have cross ties (connecting wires or preformed stiffeners) installed after the placement of each 12-inch deep layer of stone fill. Connecting wires are to be fabricated using lacing wire to connect the exposed face of each cell to the opposite side or to an adjacent cell. An exposed face is any side of a basket unit that will be exposed or unsupported after the installation is completed. Connecting wires shall be looped around three mesh openings at each basket face. Each connecting wire terminal shall be double looped around the mesh and securely tied to itself to prevent its loosening. If used, preformed stiffeners shall be installed at 45-degree angles from the exposed face to the adjacent side, extending an equal distance along each side to be braced. Refer to details on the plans for connecting wires and preformed stiffener options.

531-3.7 Select Backfill: Select backfill shall be placed in accordance with Section 125-8, and compacted to a density of not less than 95% of the maximum density as determined by AASHTO T 99, Method C. Backfill material shall be placed and compacted behind the gabion baskets simultaneously with filling the baskets to the same level as the filled baskets.

531-3.8 Closing: After the basket is completely filled, the lid shall be stretched tight over the stone fill using appropriate closing tools, until the lid meets the perimeter edges of the front and end panels. The lid shall then be tightly fastened along all edges, ends, and internal cell diaphragms with lacing wire or with mechanical fasteners. Lids covering a single cell of gabion mat shall be fastened with lacing wire. Lids made from rolls of mesh material covering multiple cells of gabion mat may be closed using mechanical fasteners.

Mechanical fasteners shall not be used when tying across more than three selvedge wires. The spacing between mechanical fasteners shall not exceed four inches. Lacing wire must be used when tying across four or more selvedge wires. When lacing wire is used, it shall be continuously stitched and looped tightly around every other mesh opening alternating single and double loops. Special care shall be taken to see that all projections or wire ends are turned into the baskets.

531-3.9 Cutting Baskets: Where a complete basket unit cannot be installed because of space limitations or where modification of a basket unit is shown on the plans or directed by the Engineer, the unit shall be cut, folded, and fastened together. The mesh must be cleanly cut, and the surplus mesh must be folded back or overlapped so that it can be securely fastened together with lacing wire or mechanical fasteners. All reshaped baskets shall be assembled, installed, filled and closed as specified above.

531-3.10 Quality Control: Horizontal deflection (bulge) shall not exceed 6% of basket height. Baskets that exceed this maximum shall be removed and replaced at the Contractor's expense.

531-4 Method of Measurement.

The quantities to be paid for under this Section shall be the volume in cubic yards of the baskets in their final position, completed and accepted. No deduction will be made for any areas occupied by pipes, manholes, inlets, or other drainage or public utility structures.

531-5 Basis of Payment.

Prices and payments will be full compensation for all work specified in this Section, including all excavation except the volume included in the items for grading work on the project and except for such work as is specifically stipulated to be paid for separately.

Payment shall be made under:

Item No. 530-76- Gabion Mat - per cubic yard.

Item No. 530-77- Gabion Basket - per cubic yard.

Item No. 530-78- MSE Gabion Wall – per cubic yard.

SECTION 534 – NOISE AND PERIMETER WALLS

Delete the first paragraph of Subarticle 534-3.1 Precast Concrete Requirements and substitute the following:

Obtain precast concrete components from a plant that is currently on the Florida Department of Transportation's Production Facility Listing.

Delete the first sentence of Article 534-4 Shop Drawing Submittal and substitute the following:

Submit shop drawings for precast elements, when required, showing a plan and elevation with the following project specific information provided:

SECTION 536 – GUARDRAIL

Delete the third paragraph of Subarticle 536-2.1 General.

Delete Subarticle 536-2.5 Offset Blocks and substitute the following:

536-2.5 Offset Blocks: Use guardrail offset blocks of either timber, steel, or composite material.

Provide timber offset blocks that are 6 inches wide, 8 inch offset and 14 inch elevation for w-beam application. Provide timber offset blocks that are 6 inches wide, 8 inch offset and 22 inch elevation for the thrie-beam applications. Dress all timber offset blocks on all four sides (S4S). Ensure that timber offset blocks do not vary more than 0.25 inch from the specified length.

Use composite offset blocks that are listed on the Approved Products List (APL). Provide composite blocks that are 7-3/8 inch to 8 inch in offset and 14 inch elevation for w-beam application. Provide composite blocks that are 7-3/8 inch to 8 inch in offset and 22 inch elevation for thrie-beam. Allow for dimensional tolerances of plus or minus 5/8 inch in elevation.

Delete the last sentence of Subarticle 536-2.6 Barrier Delineator.

Delete the last two paragraphs of Subarticle 536-4 End Anchorage Assemblies.

SECTION 544 CRASH CUSHIONS

Delete the last two sentences of Article 544-2 Approved Products List (APL).

SECTION 546 – RUMBLE STRIPS

Substitute "Florida Department of Transportation" for "Department" in Subarticle 546-2.1.2 Asphalt.

SECTION 548 – RETAINING WALL SYSTEMS

Delete the last sentence of the second paragraph of Article 548-1 Description.

Delete the first sentence of Subarticle 548-2.6.2 Compacted Select Backfill and substitute the following:

Meet the requirements of Section 120 except as noted within this Section.

Delete Article 548-3 Approved Products List (APL) and substitute the following:

548-3 Approved Products List (APL).

All proprietary retaining wall systems shall be listed on the APL.

Delete the first sentence of Article 548-4 Shop Drawings and substitute the following:

Provide shop drawings and calculations in accordance with the Contract Documents.

Delete the fourth sentence of Article 548-5 Concrete Component Construction and substitute the following:

Perform compressive strength testing in a qualified laboratory.

Delete the second paragraph of Subarticle 548-8.3 Foundation Preparation and substitute the following:

In addition to the compaction requirements of Section 125, compact the graded area with an appropriate vibratory roller weighing a minimum of 8 tons for at least five passes or as directed by the Engineer. Remove and replace any soft or loose foundation subsoils which are incapable of sustaining the required compaction to the Engineer's satisfaction.

Delete the third sentence of the first paragraph of Subarticle 548-9.7.4 Gradation and substitute the following:

Resolution testing will be performed by an AASHTO accredited laboratory.

Delete the third sentence of the first paragraph of Subarticle 548-9.7.5 Liquid Limit and Plasticity Index (LL&PI) and substitute the following:

Resolution testing will be performed by an AASHTO accredited laboratory.

Delete the third sentence of the first paragraph of Subarticle 548-9.7.6 Corrosiveness and substitute the following:

Resolution testing will be performed by an AASHTO accredited laboratory.

Delete the last sentence of the first paragraph of Subarticle 548-9.7.7 Organic Content and substitute the following:

Resolution testing will be performed by an AASHTO accredited laboratory.

Delete the second sentence of Subarticle 548-9.7.8 Friction Angle and substitute the following:

The verification testing will be performed by a consultant qualified to perform Geotechnical Specialty Lab Testing (Type of Work 9.5), per Rule 14-75 of the Florida Administrative Code.

SECTION 550 – FENCING

Expand Subarticle 550-3.5 Optional Use of Materials by the following:

When Type B Fence with Type IV vinyl coated fabric is indicated on the plans, all posts, rails, top rails, truss rods, tension wires, tie wires, stretcher bars, gates, hardware, and miscellaneous fittings will be vinyl coated or painted to match the color of the fabric.

Expand Subarticle 550-4.6 Placing Fabric by adding the following prior to the first sentence:

When Type B fence is to be installed with top rails, the top rails shall be installed through the line post loop caps after the posts have been permanently positioned and after the concrete foundations have attained adequate strength, connecting sections with sleeves to form a continuous rail between terminal posts.

SECTION 555 – DIRECTIONAL BORE

Delete the last sentence of Subarticle 555-4.2 Boring Failure and substitute the following:

If, during construction, damage is observed to any facility or improvement, cease all work until resolution to minimize further damage and a plan of action for restoration is obtained and approved by the Engineer.

Delete the third sentence of Subarticle 555-5.2 As-Built Plans and substitute the following:

The plans must show appropriate elevations referenced to an established bench mark.

SECTION 556 – JACK AND BORE

Delete the first sentence of the last paragraph of Subarticle 556-2.1 Steel Pipe Casing and Welds and substitute the following:

Use steel pipe casings and welds meeting or exceeding the thicknesses required to achieve the service life requirements noted in Chapter 6 of the Florida Department of Transportation's Drainage Manual.

Delete the second sentence of Subarticle 556-6.1 6. Boring Path Report and substitute the following:

Reference the shown plan elevations to an established bench mark.

SECTION 560 – COATING NEW STRUCTURAL STEEL

Delete Subarticle 560-5.1 Shop Preparation and Application and substitute the following:

560-5.1 Shop Preparation and Application: Prior to applying coatings, provide a current Corporate Quality Control Plan approved by the American Institute of Steel Construction (AISC) under the Sophisticated Paint Endorsement Program or SSPC under the SSPC-QP3 certification to the Engineer for approval.

SECTION 570 – PERFORMANCE TURF

Expand Subarticle 570-3.1 General by the following:

After firming all areas designated to be planted, prepare a finish soil layer of uniform thickness of not less than 3 inches in accordance with Section 162. Based on site conditions, it may be necessary to exceed this minimum requirement to achieve the performance based criteria described in 570-4. Any irregularities in the surface shall be corrected in order to prevent the formation of depressions or water pockets. The finish soil layer shall not be placed while in a muddy condition, when the subgrade is excessively wet, or in a condition that may otherwise be detrimental to proper grading or turf installation. During periods of higher than optimal temperature for the species to be installed, and after all unevenness in the soil surface has been corrected, the soil shall be lightly moistened immediately prior to installation. Allow surface moisture to dry before turf installation to prevent a muddy soil condition. Limit preparation to those areas that can be seeded or sodded within 72 hours of preparation.

Expand Subarticle 570-3.3 Sod by the following:

Peg sod at locations where the sod may slide. Drive pegs through sod into firm earth, flush with the ground surface, at intervals approved by the Engineer. When pegging of sod is specified in the plans, all work and materials will be included in the cost of the sod. When pegging of sod is not specified in the plans, or if pegging is required beyond the limits specified in the plans, payment for the work and materials will be made as a change in the Work.

Delete the last sentence of the fourth paragraph of Subarticle 570-3.3 Sod and substitute the following:

If compensation is provided, payment will be made as a change in the Work.

Expand Article 570-4 Turf Establishment by the following:

Take responsibility for litter removal and mowing of turf (including undisturbed areas within the project limits) until final acceptance. Begin mowing new turf after the establishment of a healthy root system. Mow grassed areas when the height of the turf exceeds 6 inches.

Delete Article 570-6 Disputes Resolution.

Delete Article 570-7 Failure to Perform.

LANDSCAPE INSTALLATION

Add the following new section:

SECTION 580 LANDSCAPE INSTALLATION

580-1 Description.

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

580-2 Materials.

580-2.1 Plants:

580-2.1.1 Grade Standards and Conformity with Type and Species: Only use nursery grown plant materials purchased from Florida based Nurseryman Stock that comply with all required inspection, grading standards, and plant regulations in accordance with the latest edition of the Florida Department of Agriculture's "Grades and Standards for Nursery Plants."

Unless otherwise specified, minimum grade for all plants is Florida No. 1 or better. All plants must be the specified size and grade at the time of delivery to the site and the minimum grade maintained throughout the project construction period and plant establishment period.

Use only plants that are true to type and species and ensure that the plants not specifically covered by Florida Department of Agriculture's "Grades and Standards for Nursery Plants" conform in type and species with the standards and designations in general acceptance by Florida nurseries. Prior to planting, furnish certification to the Engineer that all plant materials have been purchased from Florida based Nurseryman Stock.

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

580-2.1.2 Inspection and Transporting: Move nursery stock in accordance with all Federal and State regulations and accompany each shipment with the required inspection certificates for filing with the Engineer.

580-2.2 Water: Meet the requirements of Section 983.

580-2.3 Mulching: Use of cypress mulch prohibited.

580-3 Planting Requirements.

580-3.1 Delivery: All materials must be available for inspection before installation and will be subject to approval or rejection.

580-3.2 Layout: Mark proposed planting beds and individual locations of trees and palms as shown in the Contract Documents for Engineer's review, prior to excavation or planting. The Engineer may request to review all proposed construction and maintenance practices before the start of the operations.

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

580-3.3 Soil Drainage: All planting holes and beds must drain sufficiently prior to installing any plants. Immediately notify the Engineer of drainage or percolation problems before plant installation.

580-3.4 Installation of Plants: For installation of the plants as identified in the Contract Documents, comply with the requirements of the Design Standards, Index No. 544.

Personnel performing these services are under the sole responsibility and supervision of the Contractor and must be competent, experienced, and skilled in all aspects of the required landscape installation and establishment practices.

580-3.5 Contractor's Responsibility for Condition of the Plantings: Begin maintenance of all plants immediately after each planting. Keep all plants watered, fertilized, mulched, pruned, and staked and guyed as necessary to assure specified minimum grade of Florida No. 1 throughout the duration of the project construction period and establishment period. During the establishment period, keep the individual planting locations and planting beds free of litter and undesirable vegetation. Ensure that the plants are maintained so that they are healthy, vigorous, and undamaged throughout the duration of the project construction period and establishment period. For the duration of the establishment period, operate and maintain in good operating condition, all components of any irrigation system installed in compliance with the Contract Documents.

During the establishment period, replace any plants that fall below specified minimum grade. Use replacement plants of the same species, size and planting medium as the plant being replaced and as specified in the Contract Documents.

580-3.6 Inspection Requirements: Certify monthly, on a form provided by the Department, that the plants have been installed and are being maintained per the Contract Documents. A Registered Landscape Architect acting as the Contractor's Landscape Quality Control representative will oversee the establishment period.

The Contractor's Landscape Quality Control representative must perform quarterly inspections of planting areas and submit findings in report form to the Department. Information to be included in inspection report from the Contractor's Quality Control representative must include as a minimum the following:

- Date of inspection

- Description of project

- Location of inspection

- Weather conditions

- Condition of plants - identify by species, location, and number of plants that are no longer the specified minimum.

- Condition of planting beds (including mulching, mowing, weeding, fertilizing, watering, and staking and guying), if applicable

- Other comments

- Signature and seal of Contractor's Landscape Quality Control representative

Submit the certified inspection report to the Engineer within seven calendar days after performing the inspection. Any corrections to the inspection report must be revised/corrected and resubmitted within three calendar days after notification by the Engineer. Any deficiencies noted on the inspection report must be corrected within ten days of notification from the Department.

Periodic, random verifications will be performed by the Department to ensure the quality of the plants and correctness of the certified landscape inspection report.

580-4 Disposal of Surplus Materials and Debris.

Remove from the jobsite any surplus excavated material from plant holes unless otherwise directed by the Engineer. Surplus is defined as material not needed after installation of plants per Contract Documents. Upon commencement of the plant installation, remove daily all landscape installation debris from the landscape locations described in the Contract Documents. Remove all excess staking and guying materials from the jobsite.

580-5 Plant Establishment Period and Contractor's Warranty.

Take responsibility for the proper maintenance, survival and condition of all plants for a period of one year after final acceptance in accordance with 5-11. Notify the Engineer upon completion of installation of all plants.

Mowing as part of the landscape work will be identified in the Contract Documents. Continue any mowing of the landscape areas specified in the Contract Documents throughout the establishment period.

As a condition precedent to final acceptance in accordance with 5-11, provide a Warranty/Maintenance Bond to the Department in the amount of the total sums bid for all landscape items as evidence of warranty during this plant establishment period. The cost of the bond will not be paid separately, but will be included in the costs of other bid items.

In addition to satisfying the provisions of Section 287.0935, Florida Statutes, the bonding company is required to have an A.M. Best rating of "A" or better. If the bonding company drops below the "A" rating during the Warranty/Maintenance Bond period, provide a new Warranty/Maintenance Bond for the balance of the establishment period from a bonding company with an "A" or better rating. In such event, all costs of the premium for the new Warranty/Maintenance Bond will be at the Contractor's expense.

The Engineer may conduct interim inspections of all landscape items during the plant establishment period, as well as at the end of the plant establishment period. As part of the warranty to the Department, and at no cost to the Department, replace all plants found not to meet minimum specifications as shown in 580-2.1.1 and 580-3.5 within ten days after each inspection.

Prior to the end of the establishment period and after plant establishment has been verified, remove all staking and guying from the project.

At the end of the establishment period, the Engineer will release the Contractor from further warranty work and responsibility provided all plants are established and all previous warranty and remedial work, if any, has been completed to the satisfaction of the Engineer.

580-6 Method of Measurement.

The quantities to be paid will be the items shown in the Contract Documents, completed and accepted.

580-7 Basis of Payment.

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

SECTION 603 – GENERAL REQUIREMENTS FOR TRAFFIC CONTROL SIGNALS AND DEVICES

Delete the first paragraph of Subarticle 603-5 Submittal Data Requirements and substitute the following:

Prior to the installation of equipment and within 30 days after the preconstruction conference, submit a listing of all traffic control signals, devices, and hardware with Florida Department of Transportation APL approval numbers to the Engineer for approval. Provide a separate form for each cabinet location. For non-structural equipment or materials that do not have a Florida Department of Transportation APL approval number, submit one copy of the manufacturer's descriptive literature and technical data fully describing the equipment to the Engineer for approval.

SECTION 608 – MANUFACTURERS' WARRANTIES FOR TRAFFIC CONTROL SIGNALS AND DEVICES

Delete Subarticle 608-2.1 General and substitute the following:

608-2.1 General: Secure all warranties provided by the equipment manufacturer for the specific equipment included in the Contract. Ensure that all warranties are fully transferable from the Contractor to the owner of the equipment within the project limits. Ensure that warranties cover defects for at least the duration specified in the Contract Documents from the date of final acceptance. Transfer warranties upon final acceptance. Document all warranties and warranty transfers and provide a copy to the Engineer.

The Contractor's responsibility for warranty repairs, warranty replacement, troubleshooting, or other costs associated with repair or replacement of traffic control signals and devices within the contract's project limits will terminate 90 days after final acceptance.

SECTION 611 – ACCEPTANCE PROCEDURES FOR TRAFFIC CONTROL SIGNALS AND DEVICES

Delete Subarticle 611-2.1 Partial Acceptance.

Delete Subarticle 611-2.2 Final Acceptance and substitute the following:

611-2.2 Final Acceptance: The Engineer will make inspection for final acceptance of traffic control signal and device installations as part of all work under the Contract in accordance with 5-11, only after satisfactory completion of all field tests of completed installations and on the basis of a comprehensive final field inspection of all equipment installations. The Engineer will make the final inspection with a Contractor's representative and, when applicable, a representative of the agency designated to accept maintenance responsibility. Transfer warranties and guarantees on equipment to the Department in accordance with Section 608.

Delete Subarticle 611.2.3 As-Built Drawings and substitute the following:

611-2.3 As-Built Drawings: As a condition precedent to acceptance under 611-2.2, furnish as-built drawings of all installations in accordance with the following requirements:

Delete Subarticle 611-2.3.1 Submittal Requirements and substitute the following:

611-2.3.1 Submittal Requirements: Submit three sets of as-built plans for review by the Engineer on full size reproductions of the original plan sheets. Record all as-built information using block lettering or typed text to ensure legibility. Signing and pavement marking plan sheets may be used instead of signalization plan sheets, if a substantial number of changes from the original plans must be recorded. Intelligent transportation system (ITS) as-built plans must include an accurate table (spreadsheet) that provides the true final location of devices, plus an offset dimension given for each above-ground structure. Global positioning system (GPS) coordinates can be utilized as supplemental information in the table. Aerial photographs may be furnished with the table to provide supplementary information. The aerials should not include the extra features of the right of way, baseline, or roadway edges being drawn in. The aerials may be used as a base for the as-built plans with location information and offset dimensions. If, in the opinion of the Engineer, the changes cannot be clearly delineated on full size reproductions of the original plan sheets, clearly delineate all changes on detail sheets, enlarged 200% from the reproductions. Make any corrections resulting from the Engineer's review, and resubmit three sets of the completed as-built plans as a condition precedent to acceptance of the installation.

Delete Subarticle 611-2.4 Installation Inspection Requirements.

Delete the first paragraph of Subarticle 611-7.3 Equipment Failing to Pass Acceptance Tests and substitute the following:

When any unit of equipment fails to pass the acceptance tests, correct the deficiencies (by repair or replacement), at no expense (including all freight costs) to the Department, to attain compliance. If the Contract Time has expired, the Department will charge and continue to assess liquidated damages until final acceptance of the equipment. Upon compliance with such correction requirements, the Engineer will perform tests on the equipment as specified above and will determine their eligibility for payment.

SECTION 633 – COMMUNICATION CABLE

Delete FDOT from the second paragraph of Subarticle 633-2.1.1.8 Outer Jacket.

Delete FDOT from the second paragraph of Subarticle 633-3.1.1 Cable Identification.

SECTION 635 – PULL, SPLICE, AND JUNCTION BOXES

Delete Subarticle 635-2.2.1 General and substitute the following:

635-2.2.1 General: Manufacturers of concrete pull and splice boxes and covers shall meet the requirements of this Section and be listed on the Florida Department of Transportation's list of Incidental Precast/Prestressed Concrete Producers with Accepted Quality Control Programs.

Ensure box bodies and covers are free of flaws such as cracks, sharp, broken, or uneven edges, and voids.

Ensure in-ground boxes have an open bottom design.

Delete FDOT from Item 1 of Subarticle 635-2.2.2 Marking.

SECTION 641 – PRESTRESSED CONCRETE POLES

Delete the second paragraph of Article 641-1 Description and substitute the following:

Obtain precast, prestressed concrete poles from a manufacturing plant that is currently on the Florida Department of Transportation's Production Facility Listing.

Delete the last paragraph of Article 641-1 Description and substitute the following:

Ensure that the shipment of the products to the job site meets the requirements of 450-16.3.

Delete the last sentence of Article 641-3 Concrete Pole Construction.

SECTION 646 – ALUMINUM POLES, PEDESTALS, AND POSTS

Delete the fourth sentence of the second paragraph of Subarticle 646-3.2 Foundations.

SECTION 649 – GALVANIZED STEEL POLES, MAST ARMS AND MONOTUBE ASSEMBLIES

Delete the second paragraph of Article 649-2.1 Pole Assembly and substitute the following:

Obtain strain poles, mast arms and monotube assemblies from a fabrication facility that is listed on the Florida Department of Transportation's Production Facility Listing.

In the last sentence of the first paragraph of Subarticle 649-4.3.2 Responsible Party Warranty, substitute "Florida Department of Transportation's" for "Department's".

Delete the second and third paragraphs of Article 649-8 Remedial Work.

Delete Article 649-9 Statewide Disputes Review Board.

SECTION 677 – EQUIPMENT SHELTER

Delete the fourth sentence of the second paragraph of Subarticle 677-3.1 General.

SECTION 695 – TRAFFIC MONITORING SITE EQUIPMENT AND MATERIALS

In Item 4 of Subarticle 695-4.2.3 Functional Requirements, substitute "Florida Department of Transportation's" for "Department's".

SECTION 700 – HIGHWAY SIGNING

Delete Subarticle 700-1.2.2 Concrete and substitute the following:

Use concrete meeting the requirements of Section 346. Obtain concrete from a plant that is listed on the Florida Department of Transportation's Production Facility Listing.

Delete Subarticle 700-1.3 Sign Fabrication Requirements and substitute the following:

Obtain multi-post and overhead sign structures from a facility that is listed on the Florida Department of Transportation's Production Facility Listing.

Delete the second sentence of Subarticle 700-2.1.2 Fabrication of Panel Messages and substitute the following:

Submit shop drawings to the Department for approval as specified in the Contract Documents.

Delete the third and fourth sentences of Subarticle 700-2.1.3 Foundation and substitute the following:

Obtain precast foundations from a plant that is listed on the Florida Department of Transportation's Production Facility Listing.

Delete the first paragraph of Subarticle 700-2.2.1.1 General and substitute the following:

Obtain reinforcing steel, multi-post and overhead sign structures from a fabrication facility that is listed on the Florida Department of Transportation's Production Facility Listing.

Delete the third paragraph of Subarticle 700-2.2.1.1 General and substitute the following:

For galvanized steel members, meet the general requirements of Section 962. Obtain galvanized steel from a fabrication facility that is listed on the Florida Department of Transportation's Production Facility Listing.

Delete the first sentence of Subarticle 700-2.2.5 Shop Drawings and substitute the following:

Submit shop drawings to the Department for approval as specified in the Contract Documents.

Delete the last sentence of Subarticle 700-3.2.1.2 Housing and substitute the following:

The sign assembly must be designed and constructed to withstand 150 mph wind loads meeting the requirements of the Florida Department of Transportation's Structures Manual.

Delete the last sentence of the third paragraph of Subarticle 700-4.2 Sign Housing Requirements for all DMS and substitute the following:

The sign assembly must be designed and constructed to withstand loads, including a wind load of 150 miles per hour, as defined in the Florida Department of Transportation's Structures Manual.

Delete the first sentence of Subarticle 700-5.2.1 Requirements Common to all EDS and substitute the following:

All EDS must be designed to withstand the loads defined in the Florida Department of Transportation's Structures Manual without deformation or damage.

Delete the first sentence of Subarticle 700-5.2.5 Mechanical Specifications and substitute the following:

EDS mounting provisions and mounting hardware must accommodate sign weight and wind loading requirements of the Florida Department of Transportation's Structures Manual.

In the second paragraph of Subarticle 700-5.2.8.6 Configuration and Management Requirements for VSL ERS, substitute "Florida Department of Transportation's" for "Department's".

SECTION 701 – PROFILED THERMOPLASTIC PAVEMENT MARKINGS

Delete Subarticle 701-9.2 Contractor's Certification of Quantities.

SECTION 709 – TWO REACTIVE COMPONENTS PAVEMENT MARKINGS

Delete Subarticle 709-9.2 Contractor's Certification of Quantities.

SECTION 710 – PAINTED PAVEMENT MARKINGS

Delete Subarticle 710-9.2 Contractor's Certification of Quantities.

SECTION 711 – THERMOPLASTIC PAVEMENT MARKINGS

Delete Subarticle 711-9.2 Contractor's Certification of Quantities.

Expand Subarticle 711-11 Basis of Payment by the following:

Prices and payments shall also include full compensation for the application of painted pavement markings to the final pavement surface prior to applying the thermoplastic material.

SECTION 713 – PERMANENT TAPE PAVEMENT MARKINGS

Delete Subarticle 713-9.2 Contractor's Certification of Quantities.

SECTION 715 – HIGHWAY LIGHTING SYSTEM

Delete the second paragraph of Article 715-1 Description and substitute the following:

Obtain conventional light pole and high mast light pole assemblies from a fabrication facility that is listed on the Florida Department of Transportation's Production Facility Listing.

Delete Article 715-2 Shop Drawings and Working Drawings and substitute the following:

715-2 Shop Drawings and Working Drawings.

Submit shop drawings and working drawings with descriptive specifications and engineering data for the service main, control panel enclosure, control panel main disconnect, lighting contactor, electrical panel, transformer, in-line fuse holders, surge protective devices, non-standard light poles (including brackets), luminaires, ballast, photo-electric cell, conduit and cable or any other item requested by the Engineer.

Delete the last sentence of Subarticle 715-6.1 Concrete Foundations.

DIVISION III - MATERIALS

Division III of the Standard Specifications is not amended or supplemented by these Supplemental Specifications. All references within Division III to the sections, articles and subarticles of Division I and Division II of the Standard Specifications and to the Florida Department of Transportation, its offices, districts, and personnel are not amended. All references within Division III to Department are to the Florida Department of Transportation.

SPECIAL PROVISIONS

PAY ITEM NOTES

102-1: MAINTENANCE OF TRAFFIC

The unit price constitutes full compensation for all labor and materials required to safely maintain traffic around or through the work zone, and shall include cost of providing and maintaining all weather driving surfaces throughout the duration of the project, and providing any required signage, drums, barricades, channeling devices, and flaggers throughout the duration of the project. No adjustments will be made to the contract price for increases in contract time.

104-10-3: STAKED SILT FENCE (TYPE IV)

This contingency item is to be used only as directed by the Engineer.

104-18-1, 104-18-2: INLET PROTECTION SYSTEM (TYPE 1), (TYPE 2)

The unit price shall include all labor and materials necessary for the installation and maintenance of sediment barriers and inlet protection systems until all disturbed areas are stabilized.

110-1-1: CLEARING AND GRUBBING

The unit price shall include removal and disposal of all trees, pipes, inlets, manholes, curbs, asphalt, roadway base, concrete, and all other features and obstructions necessary to be removed/disposed as needed to construct the proposed improvements. Partial payments will be based upon the estimated total value of work completed to the date of the estimate as determined by the Engineer.

160-4, 285-704: TYPE B STABILIZED SUBGRADE (12"), OPTIONAL BASE LIMEROCK (6")

The limits of pavement reconstruction is shown on Sheet 18 of the plans. No additional payment will be made for pavement reconstruction outside of the limits defined in the Pavement Restoration Plan. This is a plans quantity measurement item.

334-1-12: SUPERPAVE ASPHALT CONC. (2" THICK)

The unit price also includes adjustment of the tops of all water and gas valves, and sanitary sewer manholes within the limits of construction to be flush with finished grade.

410-70-066: PRECAST CONCRETE BOX CULVERT

The box culvert and connecting drainage structures (P-114, P-115) are to be constructed in close proximity to existing electric lines (see Volume 1 - Supplemental Information). The Contractor shall coordinate with COT Electric Department prior to any construction in this area and shall adjust means and methods of construction as necessary to meet the requirements of COT Electric Department and OSHA electric safety standards. All costs associated with these requirements shall be included in the unit price.

425-1-451: INLETS, CURB, TYPE J-5, <10' (P107, P106)

The unit price shall include replanting or replacement of existing garden/landscaping materials between structure P-107 and P-106. Prior to work in this area, Contractor will meet with Engineer to approve a re-planting plan.

425-1-543, 425-2-10 (P-115, P-111): INLETS, SPECIAL, TYPE J-D, 4'X11' BOTTOM (P-115)

The unit price shall include cost of special concrete invert pavement as shown in the plans.

425-2-91, 425-2-71, 425-1-902, 425-1-904, 425-1-543

The unit price shall include cost of connecting existing pipes to drainage structures P-94, P-112B, P-123, P-120, and P-115. All methods of pipe connection shall meet Index 201 and 280. No additional payment will be made for concrete collars (jackets).

430-175-118, 430-175-124, 430-175-136, 430-175-160, 430-175-172, 410-70-066: PIPE CULV, PRECAST CONCRETE BOX CULVERT

The unit price includes cost for excavation, sheeting and/or shoring, dewatering, filter fabric, and furnishing, placing and compacting bedding and backfill material in accordance with the specifications. Unit price shall also include coordination with City Gas Department, City Electric Department, Comcast, and Century Link in the protection or relocation of their facilities (see Volume 1- Supplemental Information).

430-830, FILLING AND PLUGGING PIPE (FLOWABLE FILL)

The unit price shall include all costs associated with filling existing 18" pipe run from S103 to S98 (see Sheet 9 of Plans) with non-excavatable flowable fill. As an option, Contractor may elect to remove and dispose of existing pipe. Where pipe removal/disposal is proposed, unit cost shall include reconstruction of all roadway and roadside features that are impacted by removal of pipe.

520-1-10: CONCRETE CURB & GUTTER (TYPE F MOD. – MATCH EXISTING)

Unit price shall include removal/disposal of existing curb.

ENVIRONMENTAL PERMITS

Subarticle 7-2.1 of the Standard Specifications is expanded by the following:

The following permits have been secured by the City and apply to this Contract. Copies of these permits are included in the Supplemental Information section of these Contract Documents:

Northwest Florida Water Management District:

Environmental Resource Permit – Permit Number 1643

CONSTRUCTION OPERATIONS

Subarticle 8-3.4 of the Standard Specifications is expanded by the following:

All construction operations shall be scheduled to begin no earlier than 7:30 am and to end no later than 7:00 pm Monday through Friday, and to begin no earlier than 8:00 am and to end no later than 6:00 pm on Saturday. No construction operations are to be scheduled on Sundays. No construction operations are to be scheduled on Saturdays if construction would cause a disturbance to water, sewer, gas, or electric services.

The City reserves the right to limit the Contractor's work and/or lane closure hours at any time during the project duration from those hours identified within these documents. The Contractor agrees to make no claim for additional compensation as a result of this decision by the City. However, the Contractor may be entitled to an extension of time for such acts by the City, only for the number of days which the City determines to be due to such acts

SUPPLEMENTAL INFORMATION

Einarson, Ray

From: Drose, Tina
Sent: Thursday, April 28, 2016 3:28 PM
To: Einarson, Ray
Subject: RE: Final Utility Coordination - Inglewood Drainage Project
Attachments: SKM_C454e16042815240.pdf

The attached file has the electric mark ups. There are no direct conflicts with the proposed storm drain and the electric facilities, so electric has no need to relocate any of our facilities. The contractor will need to maintain the required OSHA clearances during his construction. If you need anything further, please let me know.

Tina M. Drose, Electric Supervising Engineer
City of Tallahassee - Electric Utility
Power Engineering Division
Office: (850) 891-5016
Fax: (850) 891-5162

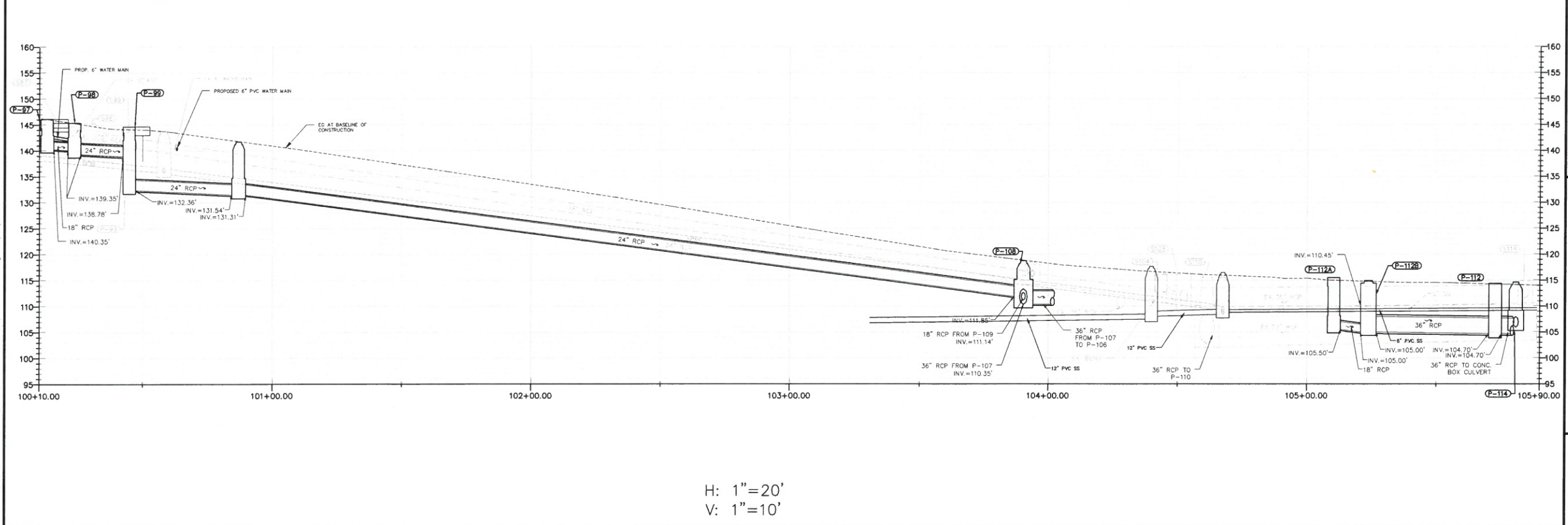
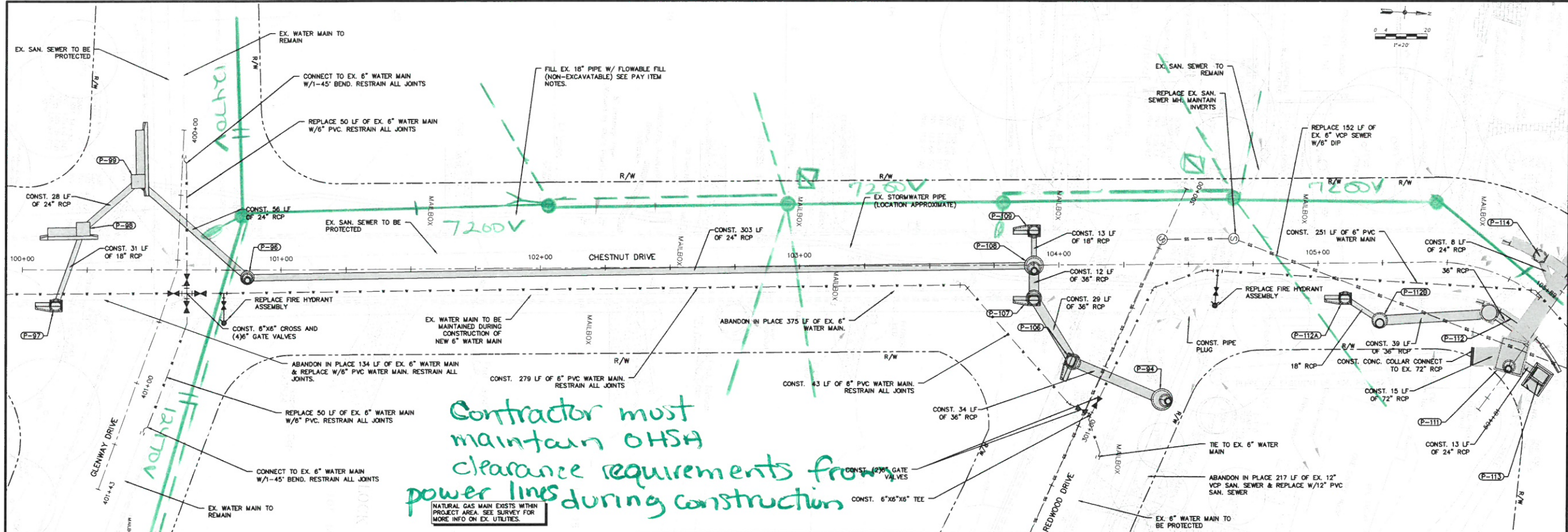
From: Einarson, Ray
Sent: Wednesday, April 13, 2016 3:15 PM
To: Ameen, Sam; broward.sapp@centurylink.com; Culbreth, Tim; Drose, Tina; gbaggett@sdt-1.com; Graffeo, Alex; Houge, Eric; liam_mckenna@cable.comcast.net; williamsjm@outsource-inc.com; Platt, Andrew; shamer@sdt-1.com; thomas.j.duggar@centurylink.com; Whitaker, Jarrod; william.mccloud@centurylink.com; Williams, Alvin C.; Einarson, Ray; Abbott, Jimmy; Yarbrough, Jon; Wetherell, Alisha; David.C.Poole@centurylink.com; Jason_Yawn@cable.comcast.com; mark_parsons@cable.comcast.com; gbaggett@sdt-1.com; Investigations@verizon.com; bill.moore@fplfibernet.com
Subject: Final Utility Coordination - Inglewood Drainage Project

Attached are 90% plans on the Inglewood Drainage Project (partial utility set). This project had to be re-designed due to ROW acquisition issues and now we are ready to finalize the plans. Please verify the locations/descriptions/adjustments of your facilities and return one plan set with final utility relocation plans. Your response by **4/27/16** would be appreciated.

Thanks!

-Ray

Ray T. Einarson, P.E.
City of Tallahassee, Water Resources Engineering Division
300 S. Adams Street, B-35, Tallahassee, FL 32301
ray.einarson@talgov.com
Phone 850-891-6881



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WWW.GPEI.COM LICENSE NO. 3499
P.E. NO. 70831

REVISIONS:
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3
4
5

ORIGINAL: MARCH 14, 2016

PLAN AND PROFILE
CHESTNUT DRIVE
STA: 100+00 TO 105+89

SHEET

INGLEWOOD NEIGHBORHOOD STORMWATER IMPROVEMENTS

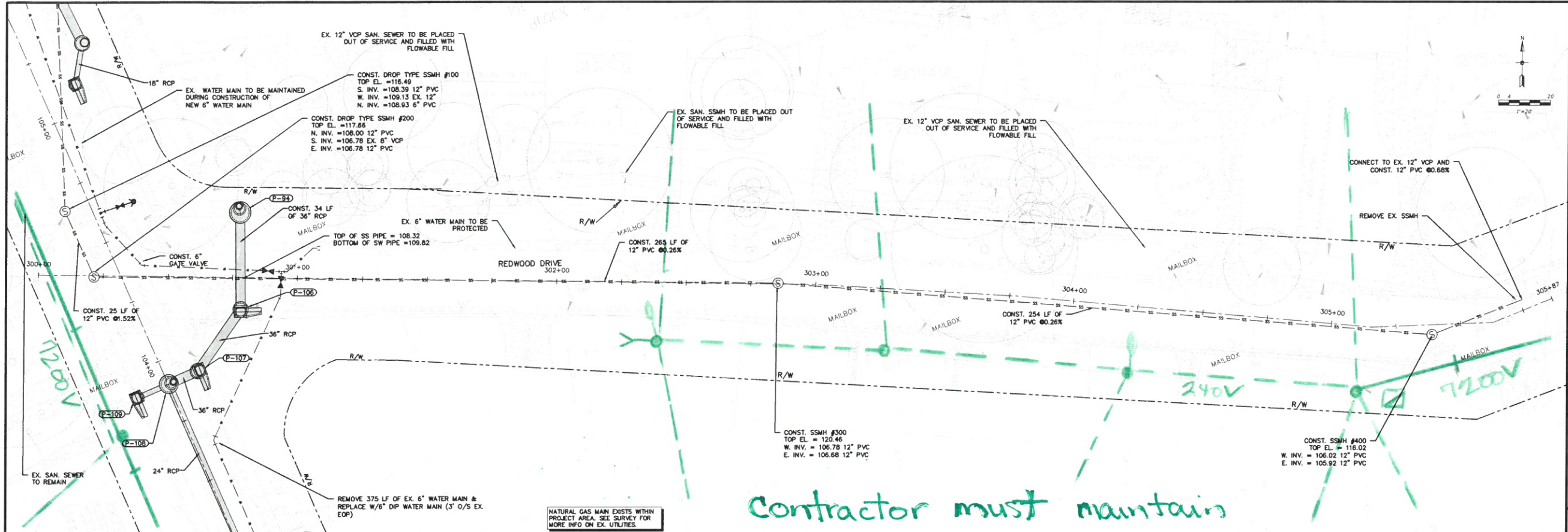
ENGINEERING AND CONSTRUCTION SERVICES
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LICENSED BUSINESS NO. 7590

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Greeman-Pedersen, Inc.

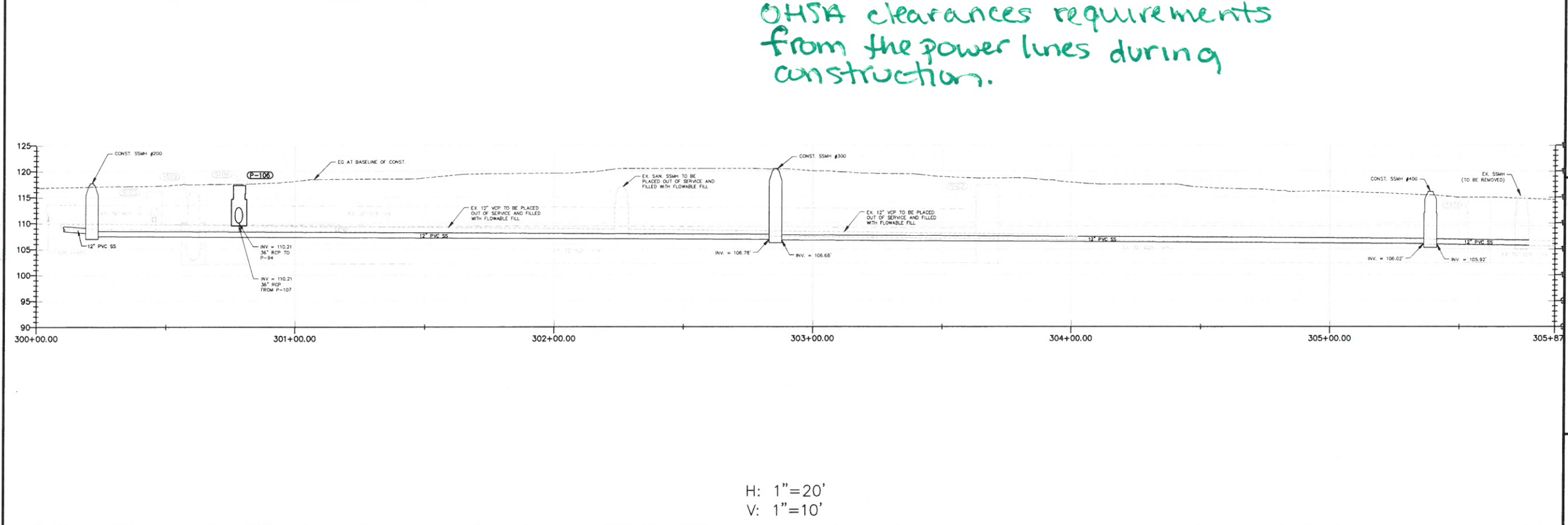
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Contractor must maintain OSHA clearances requirements from the power lines during construction.



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ORIGINAL: MARCH 14, 2016
REVISIONS:
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SHEET
PLAN AND PROFILE
REDWOOD DRIVE
STA: 300+00 TO 305+87

PROJECT
INGLEWOOD NEIGHBORHOOD STORMWATER IMPROVEMENTS

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PHONE: (904) 833-5000
FAX: (904) 833-5001
CERTIFICATE OF QUALITY NO. 369
LICENSED BUSINESS NO. 7590

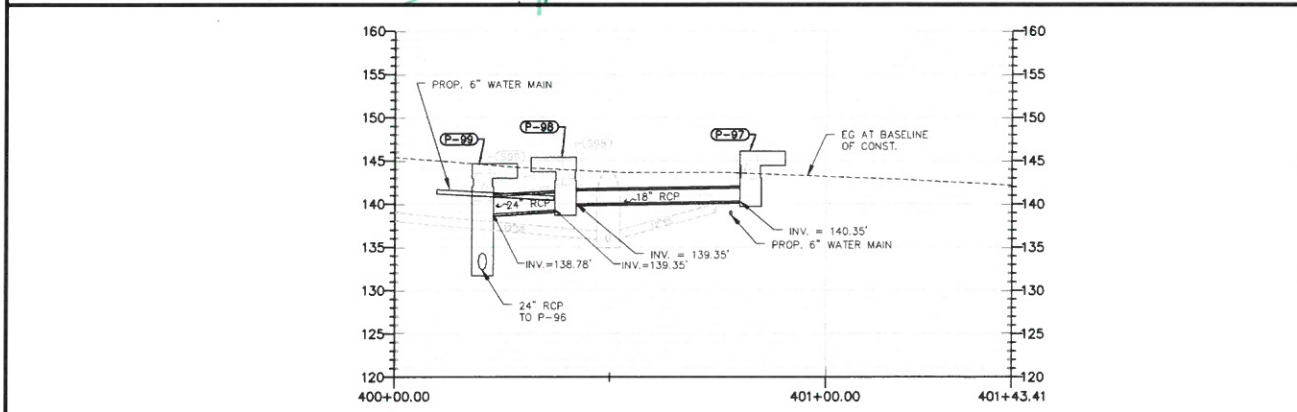
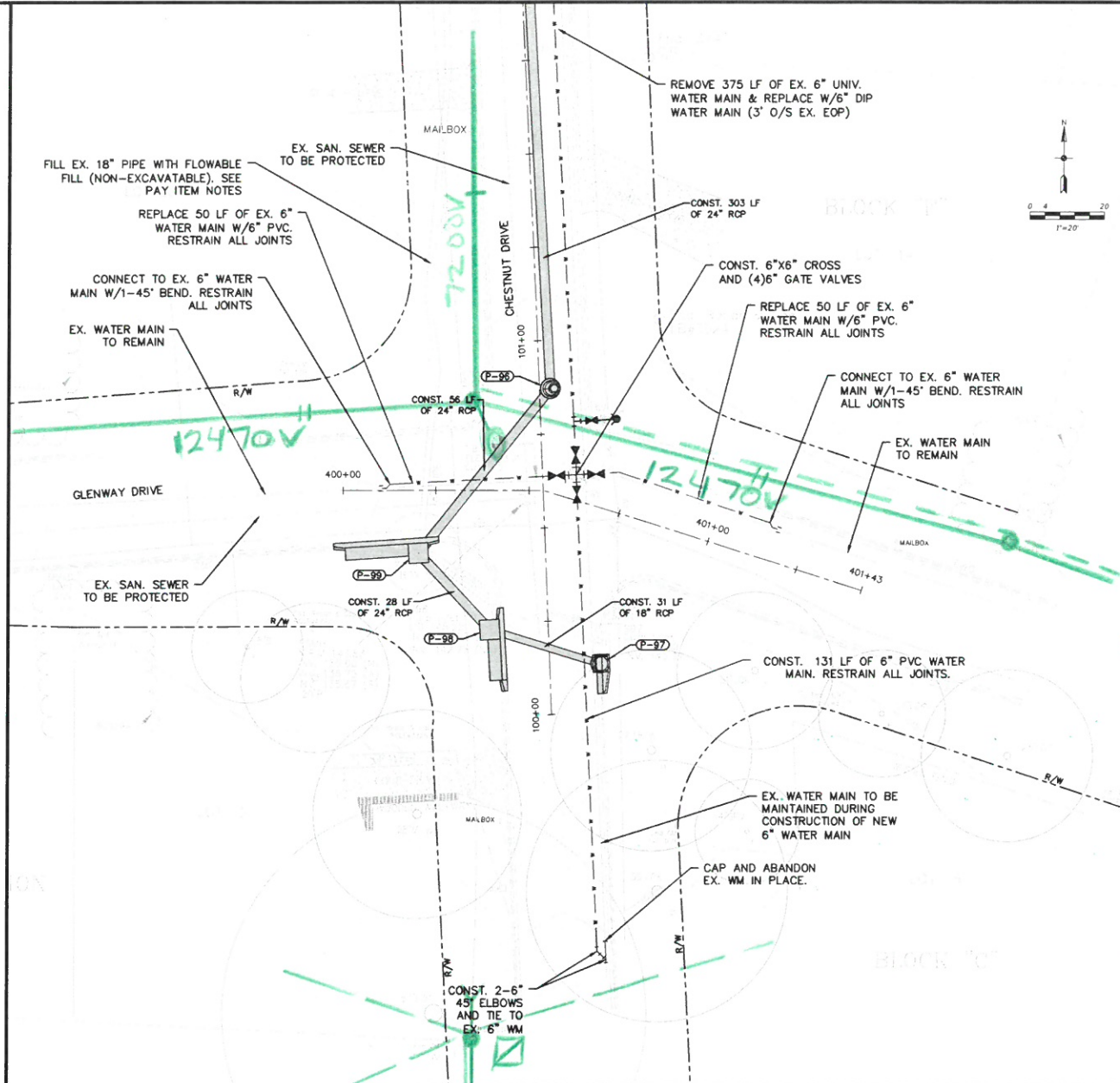
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SHEET 11


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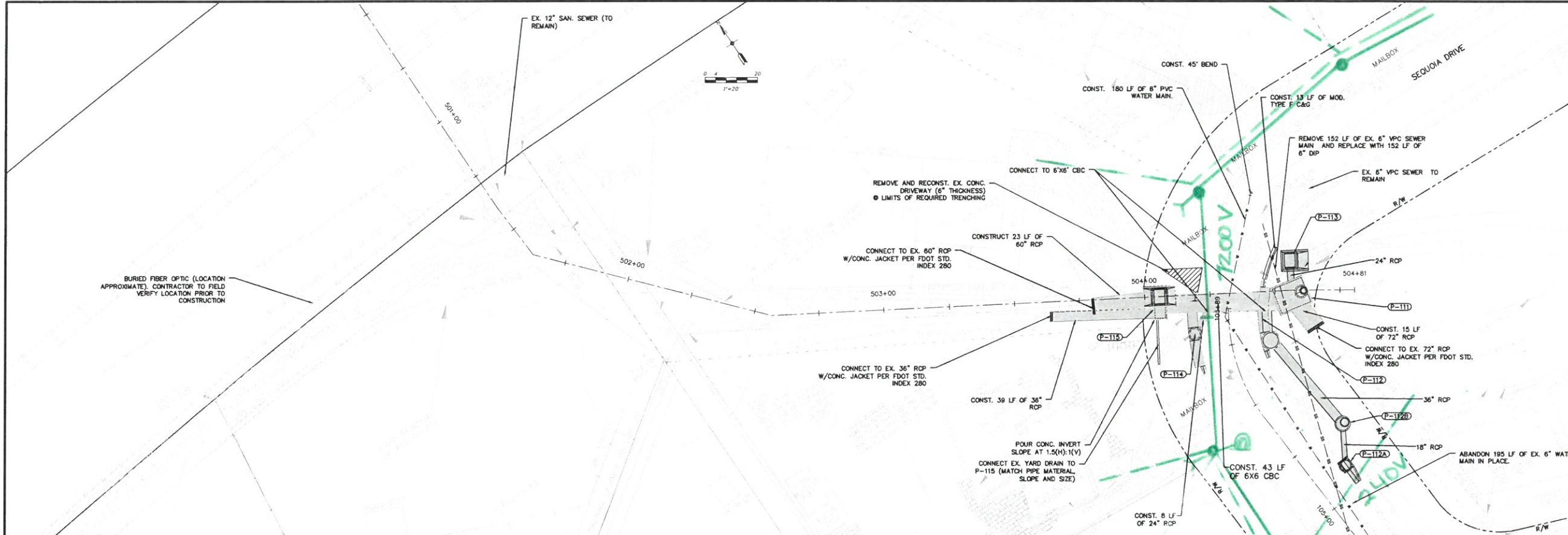
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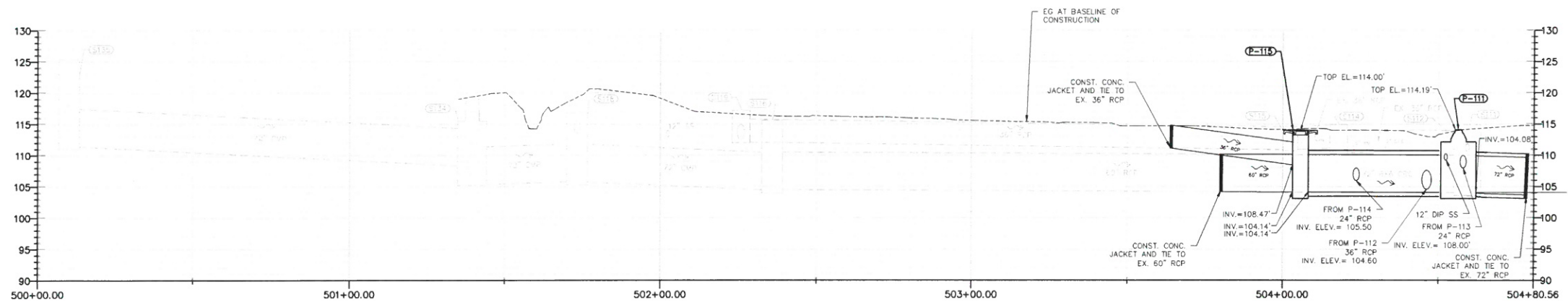
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Contractor must maintain OSHA clearances requirements from the power lines during construction.

ENGINEER OF RECORD AJAHID WISE, P.E. 1500 Village Square Boulevard Tallahassee, FL 32309 P.E. NO. 70631
ORIGINAL: MARCH 14, 2016 REVISIONS: 1 _____ 2 _____ 3 _____ 4 _____ 5 _____
SHEET PLAN AND PROFILE GLENWAY DRIVE STA: 400+00 TO 401+43
PROJECT INGLEWOOD NEIGHBORHOOD STORMWATER IMPROVEMENTS
ENGINEERING AND CONSTRUCTION SERVICES 1500 VILLAGE SQUARE BLVD. TALLAHASSEE, FLORIDA 32309 PROFESSIONAL REGISTRATION NO. 3498 CERTIFICATE OF AUTHORIZATION NO. 3498 LICENSED BUSINESS NO. 7590  GPI Greenman-Pedersen, Inc.
JOB NO. 2011020.00 DRAWN: SS DESIGNED: SS CHECKED: AW QC: AW
SHEET 12



Contractor must maintain OSHA clearance requirements from the power lines during construction.



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V: 1"=10'

NOTE:
EX. WATER AND GAS MAIN DEPTHS ARE ASSUMED FROM STANDARD UTILITY PLACEMENT GUIDE.

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ORIGINAL: MARCH 14, 2016
REVISIONS:
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SHEET
DRAINAGE EASEMENT
PLAN & PROFILE
STA: 500+00 TO 504+81

PROJECT
INGLEWOOD
NEIGHBORHOOD
STORMWATER
IMPROVEMENTS

ENGINEERING AND CONSTRUCTION SERVICES
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P.E. NO. 70631
CERTIFICATE OF AUTHORIZATION NO. 9488
LICENSED BUSINESS NO. 7560

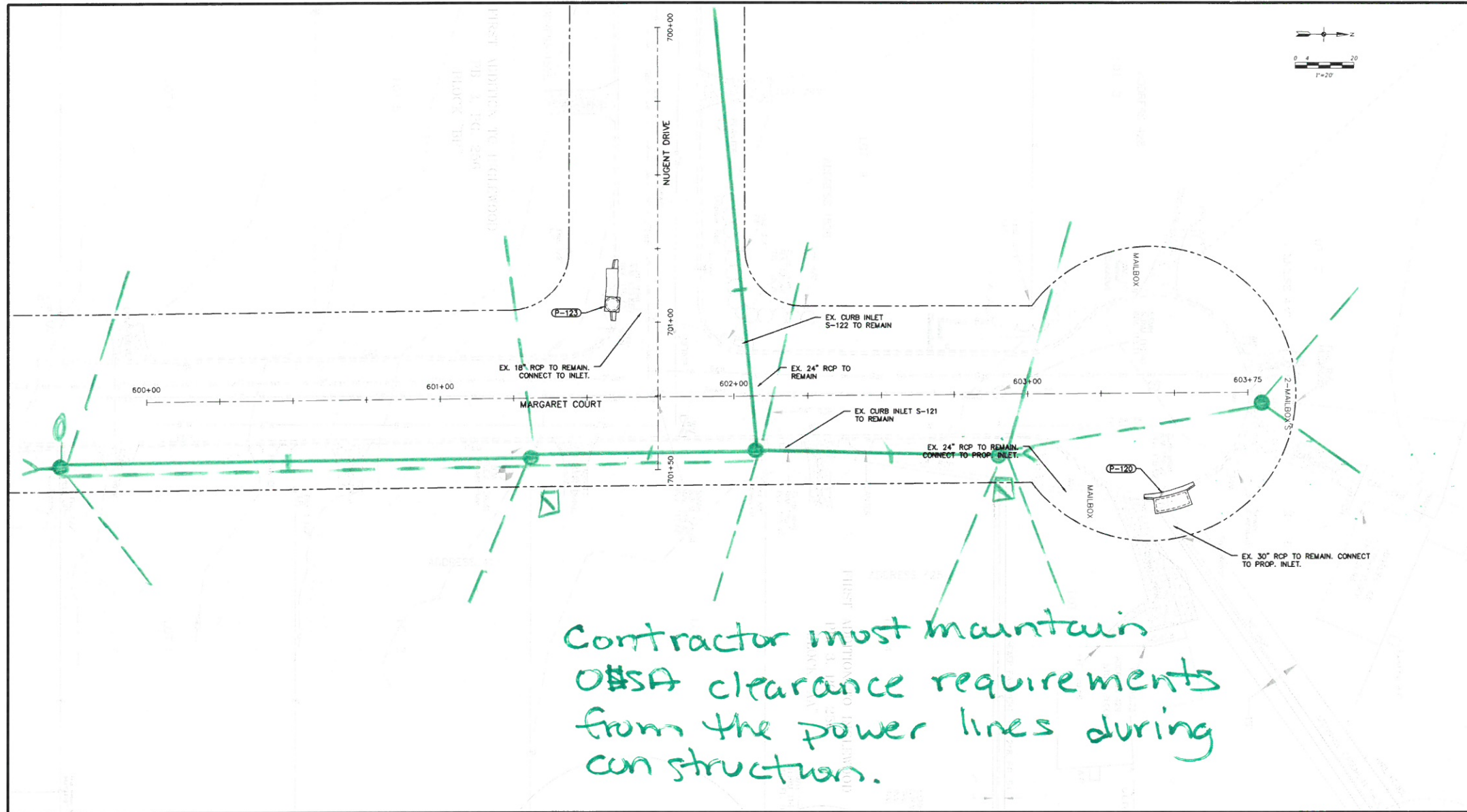
GPI
Greeman-Pedersen, Inc.

JOB NO. 2011020.00
DRAWN SS
DESIGNED SS
CHECKED AW
QC AW

SHEET 13

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JOB NO. 2011020.00
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SHEET 14

GPI
 Greenman-Pedersen, Inc.
 ENGINEERING AND CONSTRUCTION SERVICES
 1300 WILLMASSEE SQUARE, SUITE 200
 TALLAHASSEE, FLORIDA 32309
 PHONE (850) 865-5111 • FAX (850) 866-5104
 LICENSED BUSINESS NO. 7540

PROJECT
 INGLEWOOD NEIGHBORHOOD STORMWATER IMPROVEMENTS

SHEET
 PLAN VIEW NUGENT DRIVE AND MARGARET COURT

ORIGINAL MARCH 14, 2016
 REVISIONS:
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ENGINEER OF RECORD
 ALAN D. WISE, P.E.
 Greenman-Pedersen, Inc.
 1300 Wilmmassee Square, Suite 200
 Tallahassee, FL 32309
 P.E. NO. 72631

Einarson, Ray

From: Abbott, Jimmy
Sent: Tuesday, April 26, 2016 4:58 PM
To: Einarson, Ray
Cc: Ameen, Sam; Chang, Paul
Subject: RE: Final Utility Coordination - Inglewood Drainage Project
Attachments: Relocation Plan.pdf; special provisions.doc

Attached is the relocation plan for gas. We will perform this work during the construction of your project. We will cut and cap the gas in several locations as well as relocate two services in order to be out of the way of your construction activities. After your pipe is in and prior to repaving we will replace the gas main. Also, we would like for the your contractor to be responsible for adjusting the gas valve boxes impacted by your work. You should probably add a few days in the contract for our utility work even though we strive to not impact the project time wise.

I have also attached a list of notes or "special provisions" the contractor should be made aware of. Let me know if you have any questions.

From: Einarson, Ray
Sent: Wednesday, April 13, 2016 3:15 PM
To: Ameen, Sam; broward.sapp@centurylink.com; Culbreth, Tim; Drose, Tina; gbaggett@sdt-1.com; Graffeo, Alex; Houge, Eric; liam_mckenna@cable.comcast.net; williamsjm@outsource-inc.com; Platt, Andrew; shamer@sdt-1.com; thomas.j.duggar@centurylink.com; Whitaker, Jarrod; william.mccloud@centurylink.com; Williams, Alvin C.; Einarson, Ray; Abbott, Jimmy; Yarbrough, Jon; Wetherell, Alisha; David.C.Poole@centurylink.com; Jason_Yawn@cable.comcast.com; mark_parsons@cable.comcast.com; gbaggett@sdt-1.com; Investigations@verizon.com; bill.moore@fplfibernet.com
Subject: Final Utility Coordination - Inglewood Drainage Project

Attached are 90% plans on the Inglewood Drainage Project (partial utility set). This project had to be re-designed due to ROW acquisition issues and now we are ready to finalize the plans. Please verify the locations/descriptions/adjustments of your facilities and return one plan set with final utility relocation plans. Your response by **4/27/16** would be appreciated.

Thanks!

-Ray

Ray T. Einarson, P.E.
City of Tallahassee, Water Resources Engineering Division
300 S. Adams Street, B-35, Tallahassee, FL 32301
ray.einarson@talgov.com
Phone 850-891-6881



GAS UTILITIES GENERAL NOTES AND SPECIAL PROVISIONS

PROJECT NAME	PROJECT NO.	FILE NO.	UTILITY AGENCY
Inglewood Stormwater Project			Gas Operations
Special Notations (): 			
<ol style="list-style-type: none"> 1. The roadway contractor shall be responsible for adjusting all gas valve boxes to finish grade. 2. The City Gas Dept. Reserves the right to modify the design for gas main installation due to field conditions, conflicts design changes or other unforeseen circumstances. 3. All construction activities related to installing new gas main or relocating the existing one will be done during project construction and will require cooperation of and coordination with the prime contractor. 4. All gas main placed out of service will be abandoned in place. It will be the roadway contractors responsibility to remove and dispose of said pipe. 5. The road contractor shall be responsible for any damage to gas facilities by said contractor or designees once gas installation is complete. 6. The road contractor shall notify The City Gas Dept. immediately if any gas main is nicked, scratched, cut or otherwise damaged so that repairs can be made promptly. 7. The City Gas Dept. requires 72 hours notice prior to any request for gas main exposure or adjustment. 8. Approximately 10 working days (not including weekends, holidays or rain days) will be required during project construction for completion of gas main installation. 9. The contractor shall provide a construction schedule 30 days prior to notice to proceed so that Gas Dept. contractors can plan adequately to complete their work without hindrance or conflict with roadway contractor. 10. It is the contractors responsibility to have all gas mains located prior to digging in vicinity of gas mains and to use due caution when doing so. 11. All service lines will be adjusted or replaced as needed by City gas contractors during construction. 12. After installation of new gas main or relocation of existing gas mains as per 100% design plans, the City Gas Dept. will not be responsible for any conflicts due to design changes, field condition changes, addendums to contract or conflicts created by other utilities. 			



CITY OF TALLAHASSEE UTILITY RELOCATION SCHEDULE

PROJECT NAME	PROJECT NO.	FILE NO.	UTILITY AGENCY																						
Frenchtown Stormwater Project	02279	N/A	Gas Operations																						
<p>Utility Relocation Construction Item: (Use items that apply, add items that are needed): Utility Work should coincide with Maintenance of Traffic phasing.</p> <p>All gas main relocation work will be completed during roadway construction and will be done by outside contractor.</p> <p>Time to complete gas relocation work – (15) days</p> <p>* Roadway contractor to adjust valve boxes. Total number - 15</p> <p>Approx. Locations:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Station/offset</th> <th style="text-align: left;">Number of valves</th> </tr> </thead> <tbody> <tr> <td colspan="2"><u>Dewey St.</u></td> </tr> <tr> <td>Sta. 18+21, 10' Lt.</td> <td>1</td> </tr> <tr> <td>Sta. 18+80, 14' Lt.</td> <td>1</td> </tr> <tr> <td>Sta. 21+87, 18' Lt.</td> <td>1</td> </tr> <tr> <td>Sta. 21+89, 4' Lt.</td> <td>3</td> </tr> <tr> <td>Sta. 24+97, 9' Rt.</td> <td>2</td> </tr> <tr> <td colspan="2"><u>Copeland St.</u></td> </tr> <tr> <td>Sta. 50+52, 15' Lt.</td> <td>4</td> </tr> <tr> <td colspan="2"><u>Carolina St.</u></td> </tr> <tr> <td>Sta. 77+21, 17' Rt.</td> <td>2</td> </tr> </tbody> </table> <p>TOTAL CALENDAR DAYS FOR UTILITY RELOCATION CONSTRUCTION 15</p> <p>The above data is based on construction, phasing and/or maintenance of traffic plans furnished with Roadway Plans dated: <u>6/17/09</u></p>				Station/offset	Number of valves	<u>Dewey St.</u>		Sta. 18+21, 10' Lt.	1	Sta. 18+80, 14' Lt.	1	Sta. 21+87, 18' Lt.	1	Sta. 21+89, 4' Lt.	3	Sta. 24+97, 9' Rt.	2	<u>Copeland St.</u>		Sta. 50+52, 15' Lt.	4	<u>Carolina St.</u>		Sta. 77+21, 17' Rt.	2
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<u>Carolina St.</u>																									
Sta. 77+21, 17' Rt.	2																								

GAS RELOCATION PLAN

Relocate Gas Service

Offset Gas Main
To avoid Storm Drain

Gas To Remain out of Service

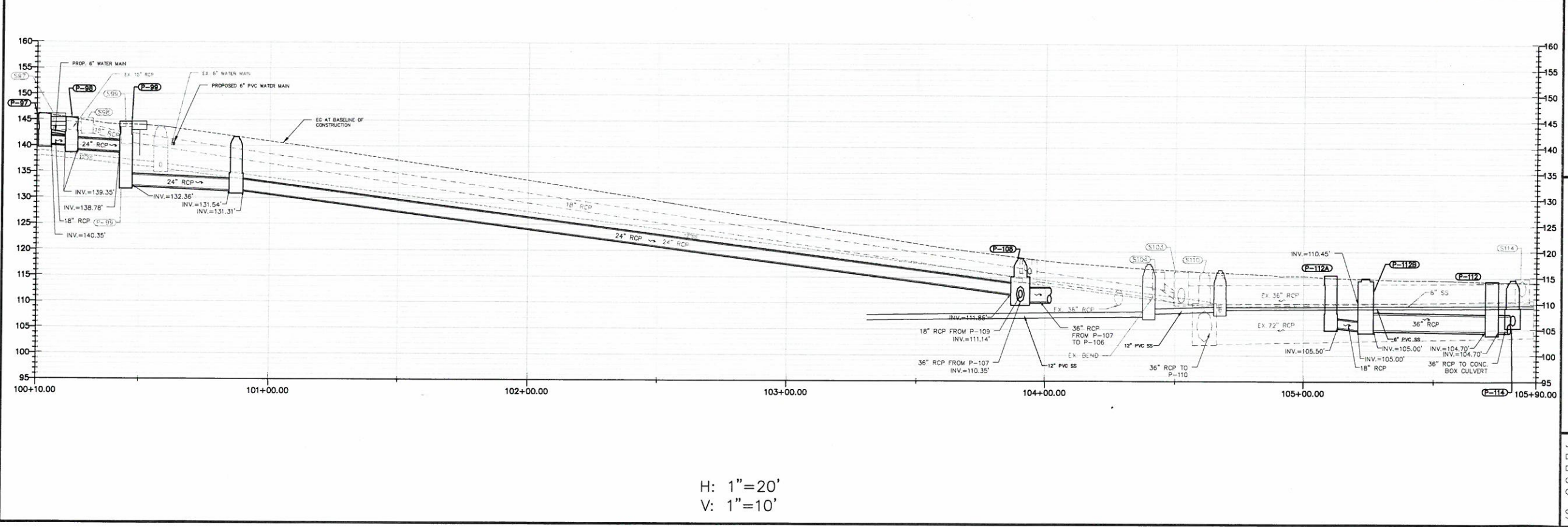
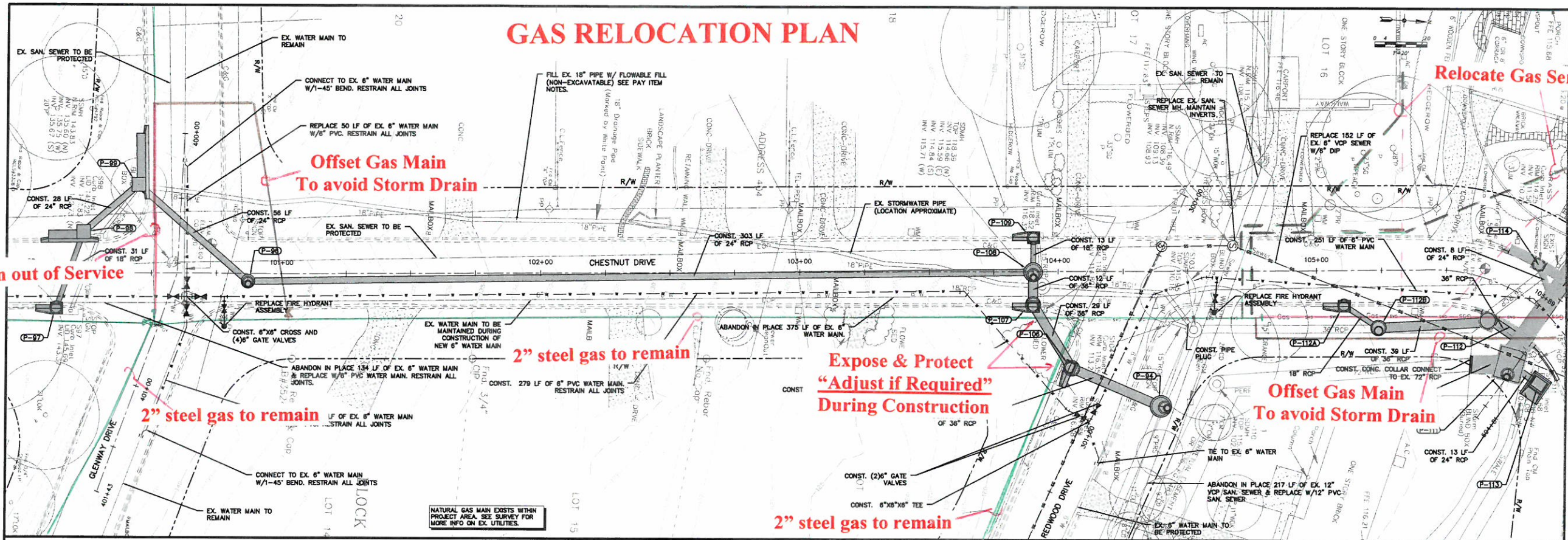
2" steel gas to remain

Expose & Protect
"Adjust if Required"
During Construction

Offset Gas Main
To avoid Storm Drain

2" steel gas to remain

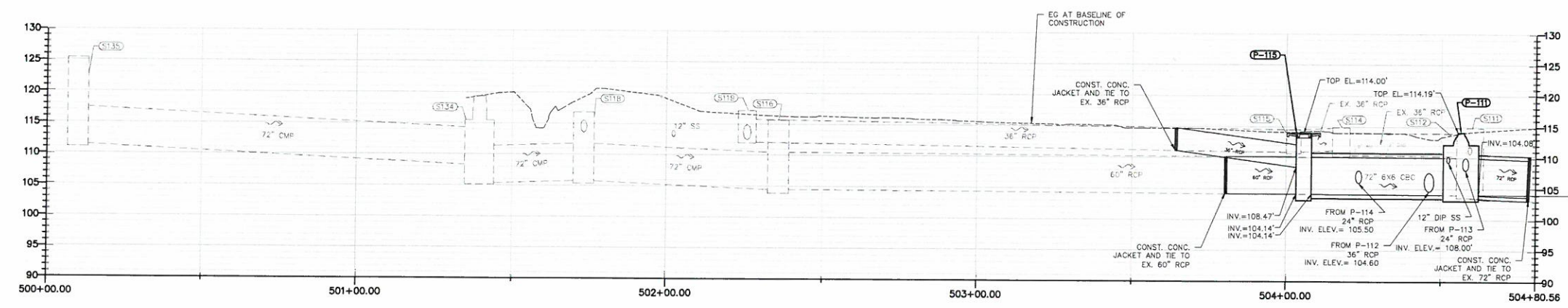
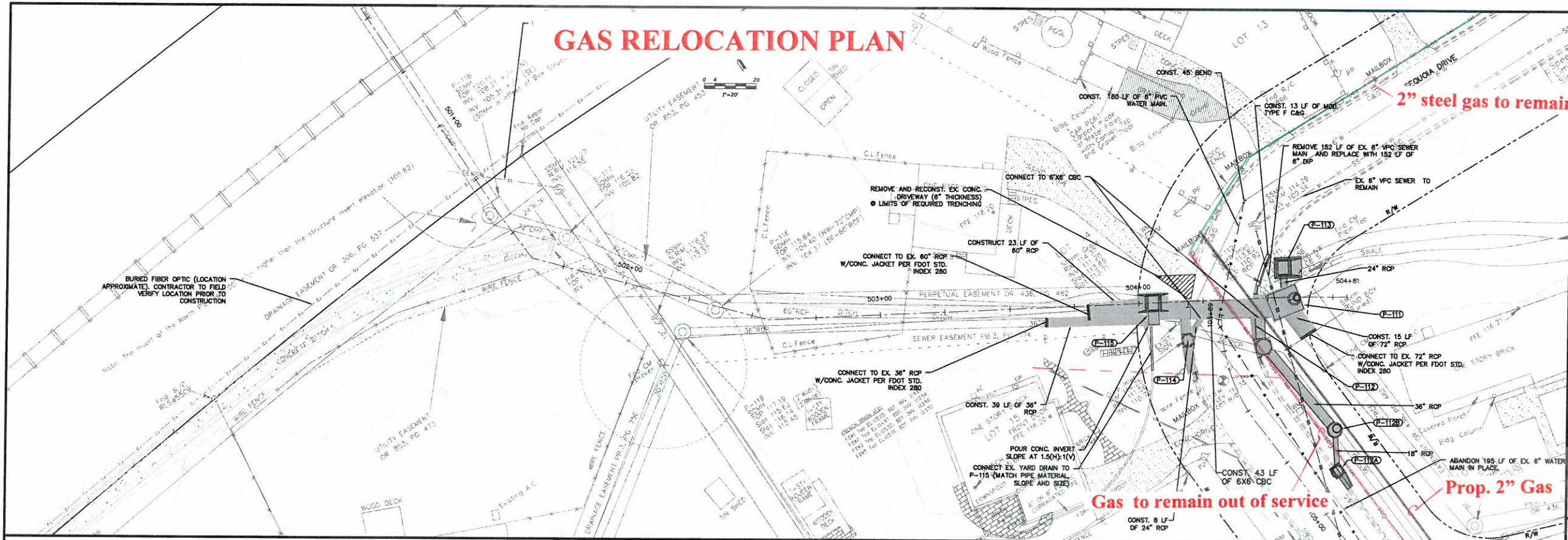
2" steel gas to remain



H: 1"=20'
V: 1"=10'

<p>ORIGINAL: MARCH 14, 2016</p> <p>REVISIONS:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>1</td><td></td></tr> <tr><td>2</td><td></td></tr> <tr><td>3</td><td></td></tr> <tr><td>4</td><td></td></tr> <tr><td>5</td><td></td></tr> </table>	1		2		3		4		5		<p>PLAN AND PROFILE CHESTNUT DRIVE STA: 100+00 TO 105+89</p> <p>PROJECT INGLEWOOD NEIGHBORHOOD STORMWATER IMPROVEMENTS</p> <p>ENGINEERING AND CONSTRUCTION SERVICES 1700 WILSON SQUARE BLVD TAMPA, FL 33606 PHONE (813) 988-5211 FAX (813) 988-5106 CERTIFICATE OF AUTHORIZATION NO. 3489 LICENSED BUSINESS NO. 7586</p> <p>GPI Greenman-Pedersen, Inc.</p> <p>JOB NO. 2011020.00 DRAWN: SS DESIGNED: SS CHECKED: AW QC: AW</p> <p>SHEET 10</p>
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GAS RELOCATION PLAN



H: 1"=20'
V: 1"=10'

NOTE:
EX. WATER AND GAS MAIN DEPTHS ARE ASSUMED FROM STANDARD UTILITY PLACEMENT GUIDE.

ENGINEER OF RECORD
 ALAN D. WISE, P.E.
 Gretnman-Pedersen, Inc.
 1500 VILLAGE SQUARE BLVD.
 SUITE 200
 JARVISVILLE, KY 40301
 P.E. NO. 70801

ORIGINAL	MARCH 14, 2016
REVISIONS:	
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**DRAINAGE EASEMENT
PLAN & PROFILE**
 STA: 500+00 TO 504+81

**INGLEWOOD
NEIGHBORHOOD
STORMWATER
IMPROVEMENTS**

GPI
 Gretnman-Pedersen, Inc.
 ENGINEERING AND CONSTRUCTION SERVICES
 1500 VILLAGE SQUARE BLVD.
 SUITE 200
 JARVISVILLE, KY 40301
 PHONE (859) 668-5211 FAX (859) 668-5108
 CERTIFICATE OF AUTHORIZATION NO. 3489
 LICENSED BUSINESS NO. 7590

JOB NO. 2011020.00
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 DESIGNED SS
 CHECKED AW
 QC AW

SHEET **13**

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Einarson, Ray

From: Jeffery M. Williams <williamsjm@outsource-inc.com>
Sent: Thursday, April 28, 2016 9:47 AM
To: Einarson, Ray
Cc: Poole, David; Dennis Cromer; Jeffrey Kendrick
Subject: RE: Final Utility Coordination - Inglewood Drainage Project
Attachments: R,G,B,90% PLANS.pdf

Mr. Einarson, please see attached. I have marked up the plans for your review. I will need to go & verify what is actually in the field, in the turnaround to the 100% plans. Can you give us the tentative schedule when the project is to let?
Thanks

Mark Williams
Road Projects Engineer & Inspector
Outsource, Inc.
williamsjm@outsource-inc.com
(O) 850-878-8595

From: Einarson, Ray [<mailto:Ray.Einarson@talgov.com>]
Sent: Wednesday, April 13, 2016 3:15 PM
To: Ameen, Sam; broward.sapp@centurylink.com; Culbreth, Tim; Drose, Tina; gbaggett@sdt-1.com; Graffeo, Alex; Houge, Eric; liam_mckenna@cable.comcast.net; Jeffery M. Williams; Platt, Andrew; shamer@sdt-1.com; thomas.j.duggar@centurylink.com; Whitaker, Jarrod; william.mccloud@centurylink.com; Williams, Alvin C.; Einarson, Ray; Abbott, Jimmy; Yarbrough, Jon; Wetherell, Alisha; David.C.Poole@centurylink.com; Jason_Yawn@cable.comcast.com; mark_parsons@cable.comcast.com; gbaggett@sdt-1.com; Investigations@verizon.com; bill.moore@pplfibernet.com
Subject: Final Utility Coordination - Inglewood Drainage Project

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Thanks!

-Ray

Ray T. Einarson, P.E.
City of Tallahassee, Water Resources Engineering Division
300 S. Adams Street, B-35, Tallahassee, FL 32301
ray.einarson@talgov.com
Phone 850-891-6881

INGLEWOOD NEIGHBORHOOD STORMWATER IMPROVEMENTS

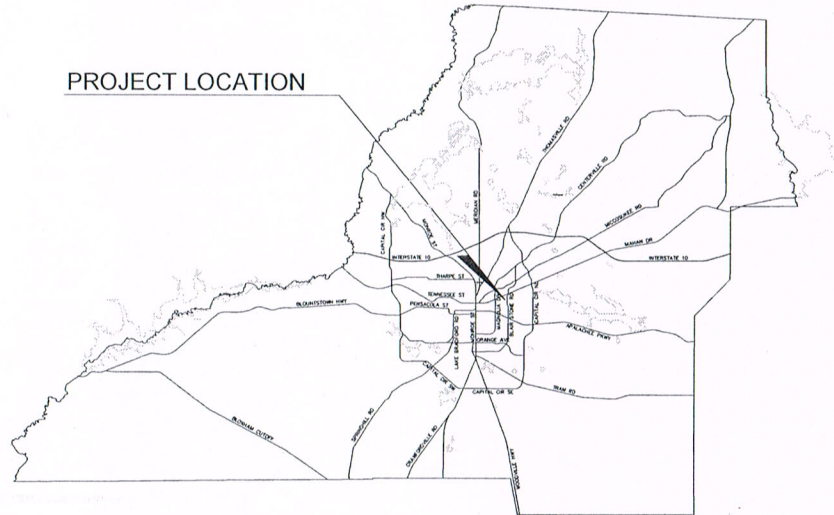
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"CENTURY LINK"



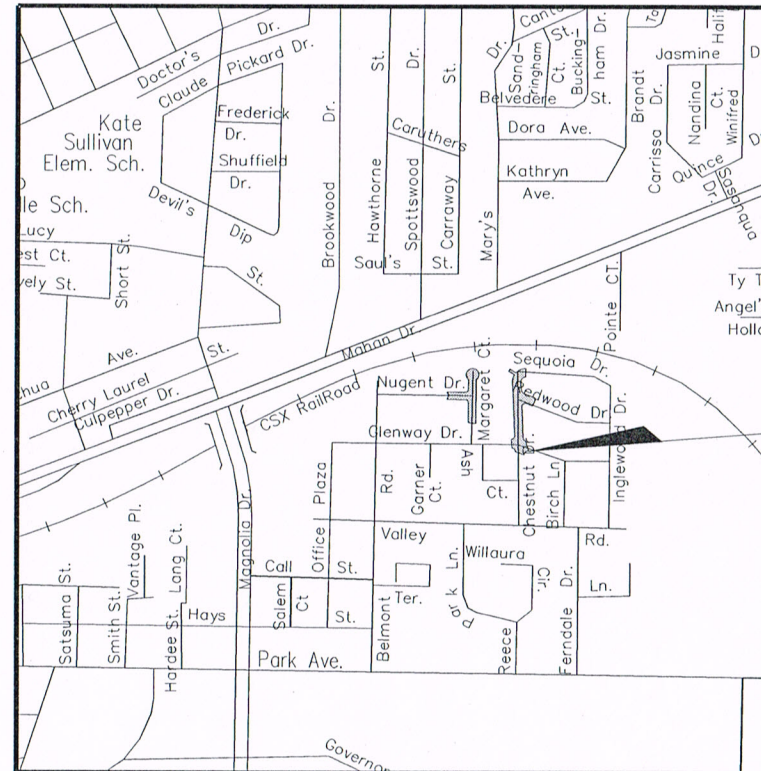
CITY OF
TALLAHASSEE
UNDERGROUND UTILITIES DEPARTMENT
WATER RESOURCES ENGINEERING
STORMWATER MANAGEMENT
C.O.T. WORK ORDER NO. 10107

PROJECT LOCATION



INDEX OF SHEETS

SHEET NO.	SHEET DESCRIPTION
1	COVER SHEET
2	GENERAL NOTES
3	PAY ITEM NOTES
4	TYPICAL SECTIONS & DETAILS
5	SPECIAL DETAILS (TYPE 1 HIGH CAPACITY INLET)
6	SPECIAL DETAILS (TYPE 5 HIGH CAPACITY INLET)
7	SPECIAL DETAILS (TYPE SP HIGH CAPACITY INLET)
8	OVERALL DRAINAGE MAP
9	PROJECT LAYOUT
10-13	PLAN AND PROFILES
14	NUGENT DRIVE AND MARGARET COURT PLAN VIEW
15-17	DRAINAGE STRUCTURES
18	STORMWATER DEMOLITION PLAN
19	PAVEMENT RESTORATION PLAN
20-21	STORMWATER POLLUTION PREVENTION PLAN
22	TRAFFIC CONTROL PLAN



PROJECT LOCATION

GOVERNING STANDARDS AND SPECIFICATIONS:

FLORIDA DEPARTMENT OF TRANSPORTATION DESIGN STANDARDS DATED 2016 AND STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, JULY 2016 EDITION, AS AMENDED BY CONTRACT DOCUMENTS.

ATTENTION IS DIRECTED TO THE FACT THAT THESE PLANS MAY HAVE BEEN ALTERED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.

THE VERTICAL DATUM IS NGVD 29

LOCATION MAP
SCALE: 1"=1000'

PLANS PREPARED BY:

GREENMAN-PEDERSEN, INC.
1500 VILLAGE SQUARE BOULEVARD
TALLAHASSEE, FL 32309
CERTIFICATE OF AUTHORIZATION NO.: 3498
LICENSED BUSINESS NO.: 7560



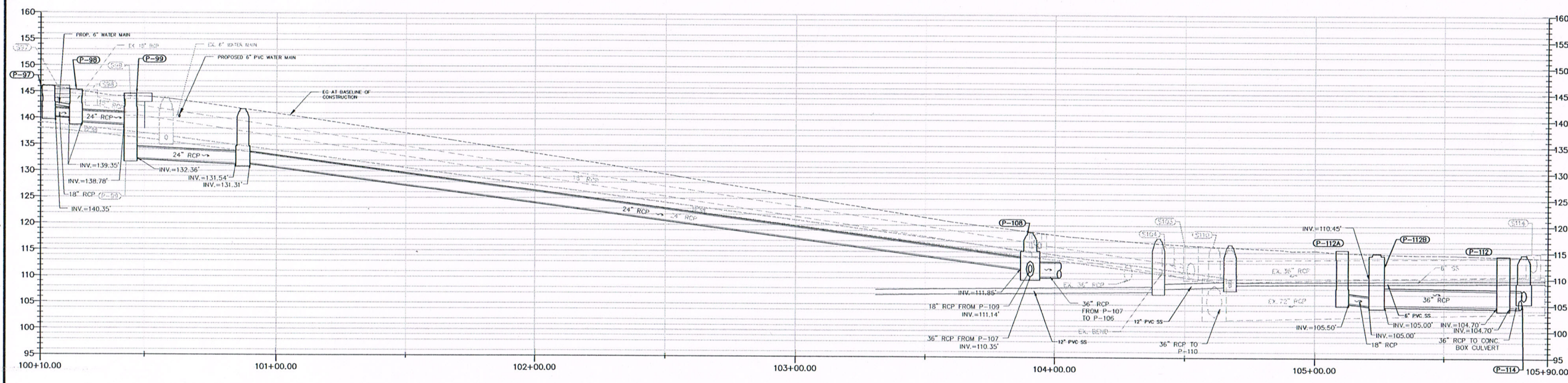
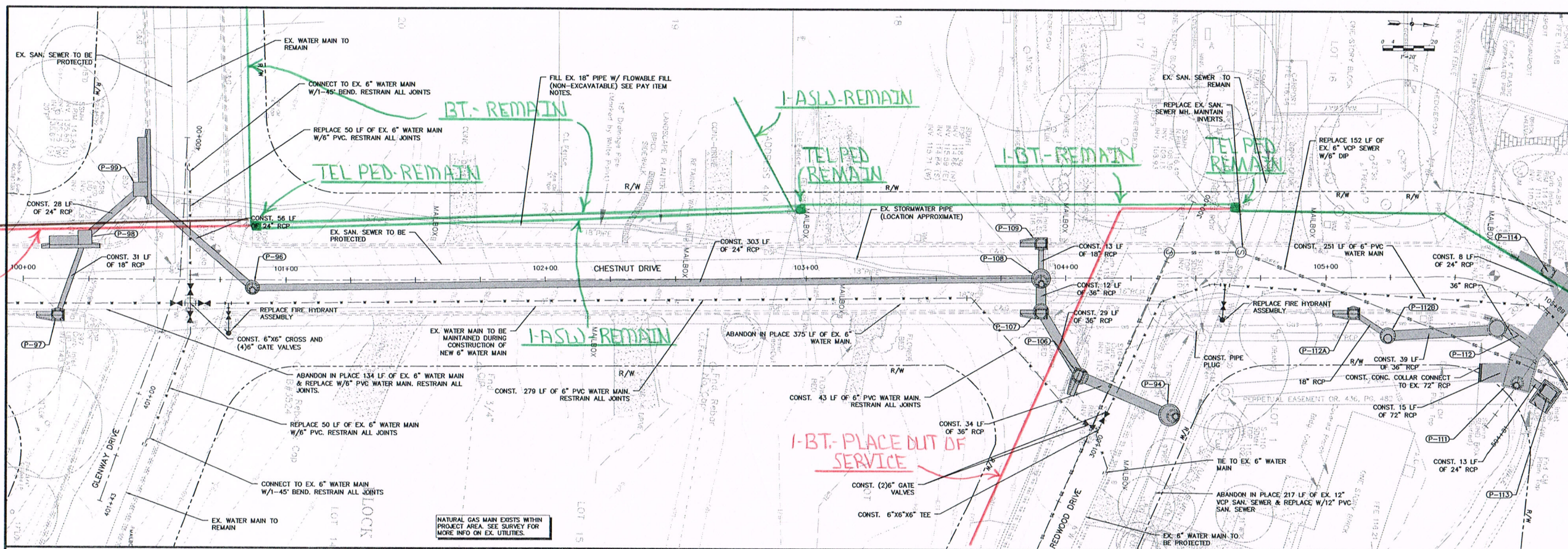
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NO.	DESCRIPTION	BY	DATE

INGLEWOOD NEIGHBORHOOD STORMWATER IMPROVEMENTS

PROPOSED - 1AT.
ATTACH TO CDT
EL. PP.

1-BT. PLACE OUT
OF SERVICE

1-BT. PLACE OUT OF
SERVICE



H: 1"=20'
V: 1"=10'

ENGINEER OF RECORD
QUAD WISE P.E.
1500 Village Square Building
Tallahassee, FL 32309
P.E. NO. 10831

ORIGINAL: MARCH 14, 2016
REVISIONS:
1
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PLAN AND PROFILE
CHESTNUT DRIVE
STA: 100+00 TO 105+89

SHEET

INGLEWOOD
NEIGHBORHOOD
STORMWATER
IMPROVEMENTS

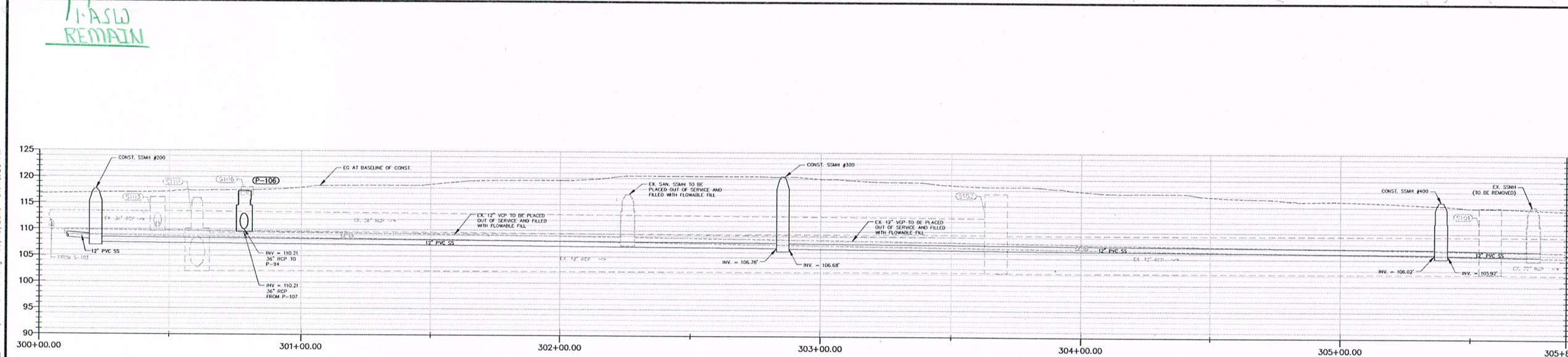
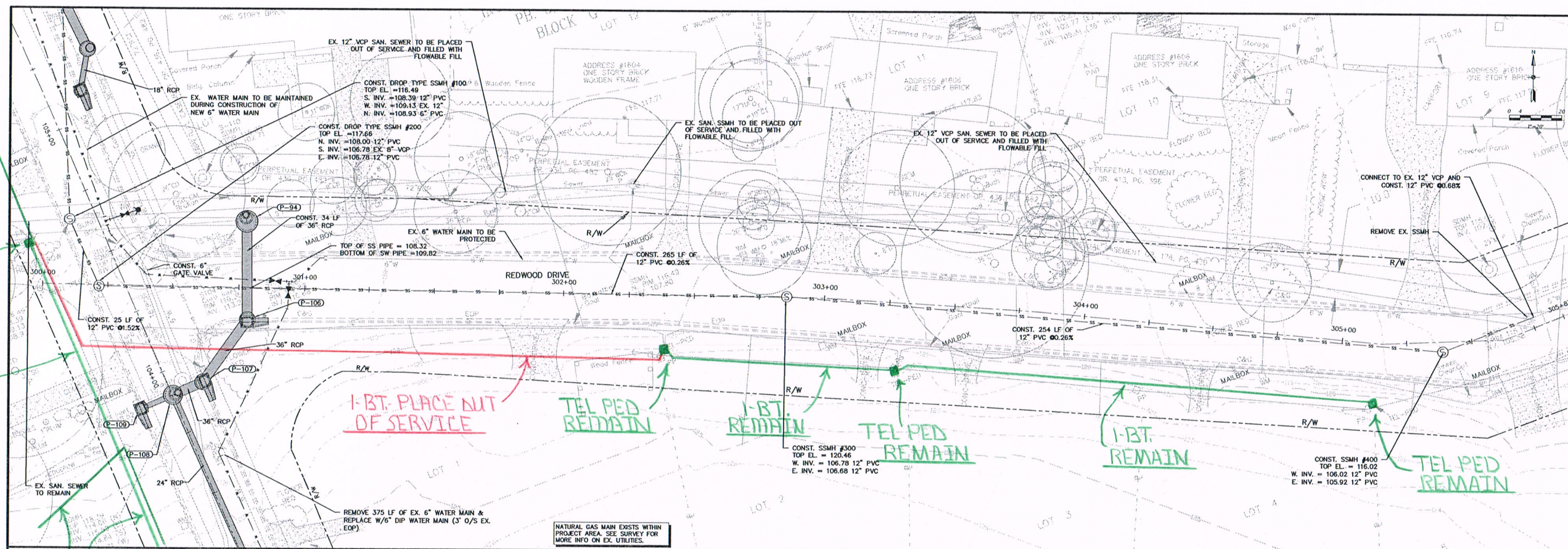
ENGINEERING AND CONSTRUCTION SERVICES
1500 VILLAGE SQUARE BLVD.
TALLAHASSEE, FLORIDA 32309
CERTIFICATE OF AUTHORIZATION NO. 3488
LICENSED BUSINESS NO. 7990

GPI
Greenman-Pedersen, Inc.

JOB NO. 2011020.00
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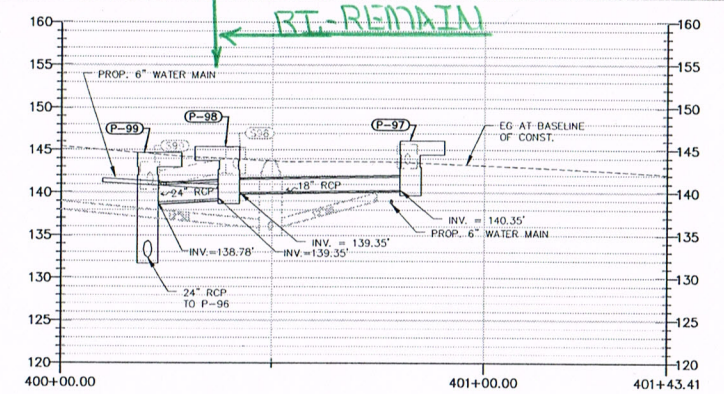
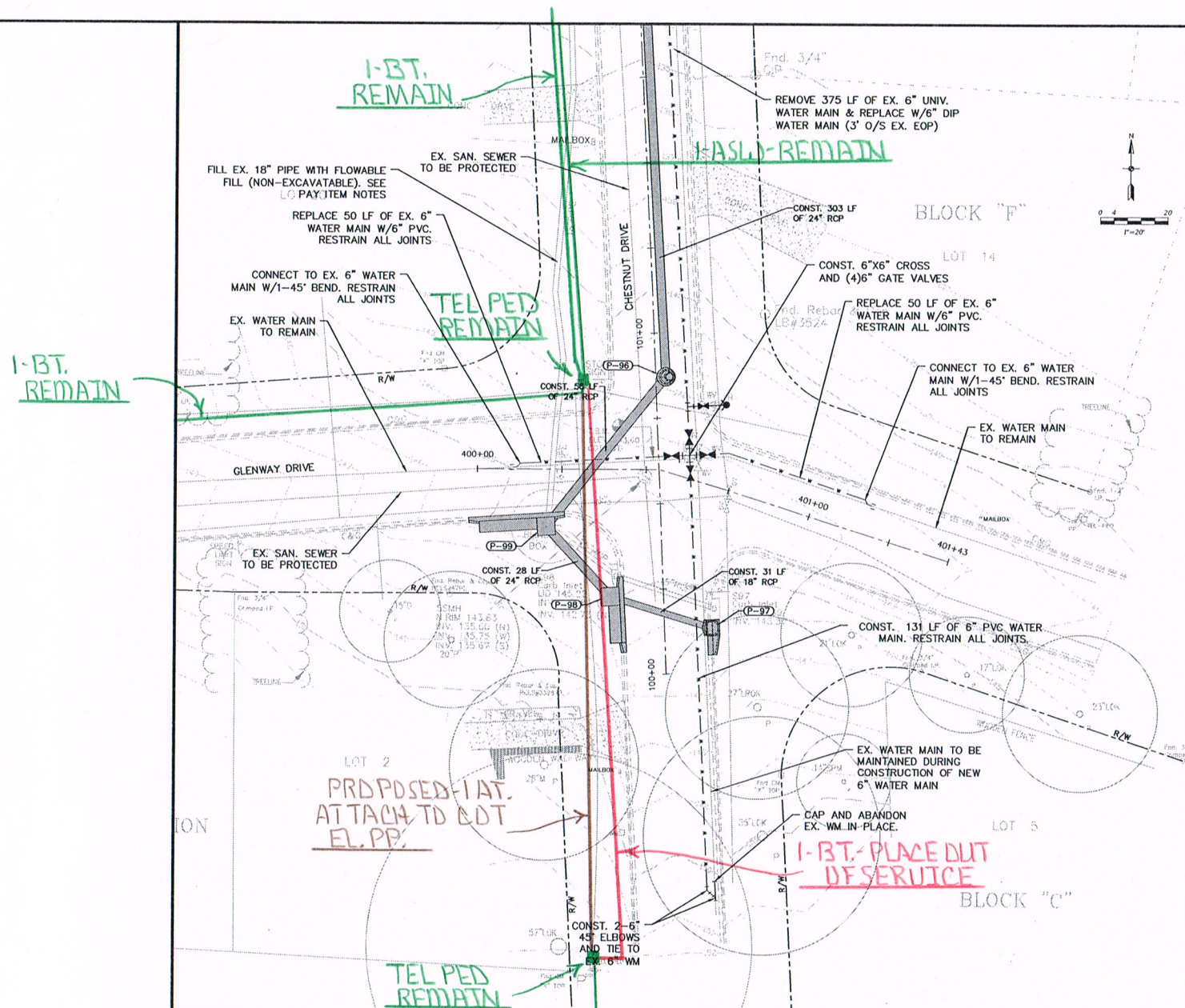
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<p>ENGINEER OF RECORD ALAN D. WISE, P.E. Greenman-Pedersen, Inc. 1500 VILLAGE SQUARE BLVD. TALLAHASSEE, FLORIDA 32309 CERTIFICATE NO. 100022 P.E. NO. 70881</p>	<p>ORIGINAL: MARCH 14, 2016</p> <p>REVISIONS:</p> <table border="1"> <tr><td>1</td><td></td></tr> <tr><td>2</td><td></td></tr> <tr><td>3</td><td></td></tr> <tr><td>4</td><td></td></tr> <tr><td>5</td><td></td></tr> </table>	1		2		3		4		5	
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<p>SHEET PLAN AND PROFILE REDWOOD DRIVE STA: 300+00 TO 305+87</p>											
<p>PROJECT INGLEWOOD NEIGHBORHOOD STORMWATER IMPROVEMENTS</p>											
<p>ENGINEERING AND CONSTRUCTION SERVICES 1500 VILLAGE SQUARE BLVD. TALLAHASSEE, FLORIDA 32309 PHONE: 904.666.5100 FAX: 904.666.5101 WWW.GPI-INC.COM LICENSED BUSINESS NO. 7560</p>											
<p>GPI Greenman-Pedersen, Inc.</p>											
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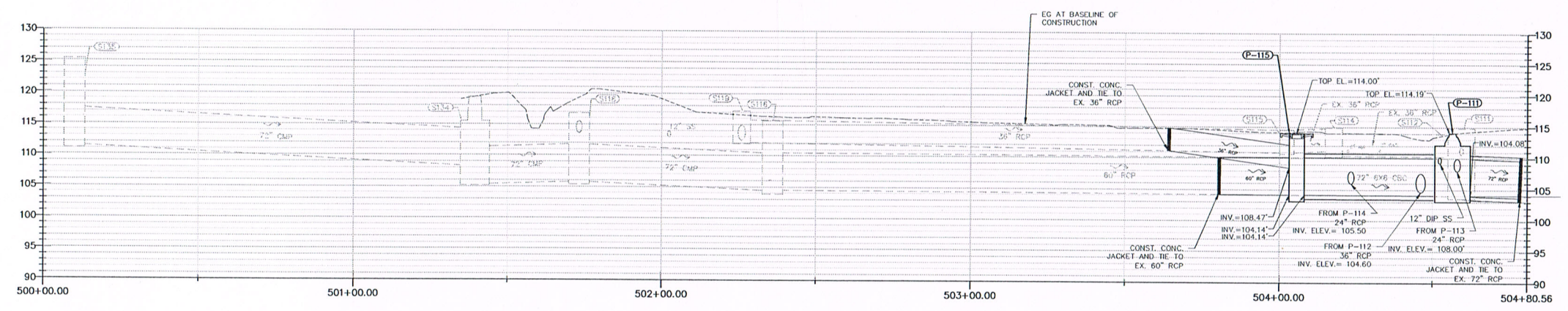
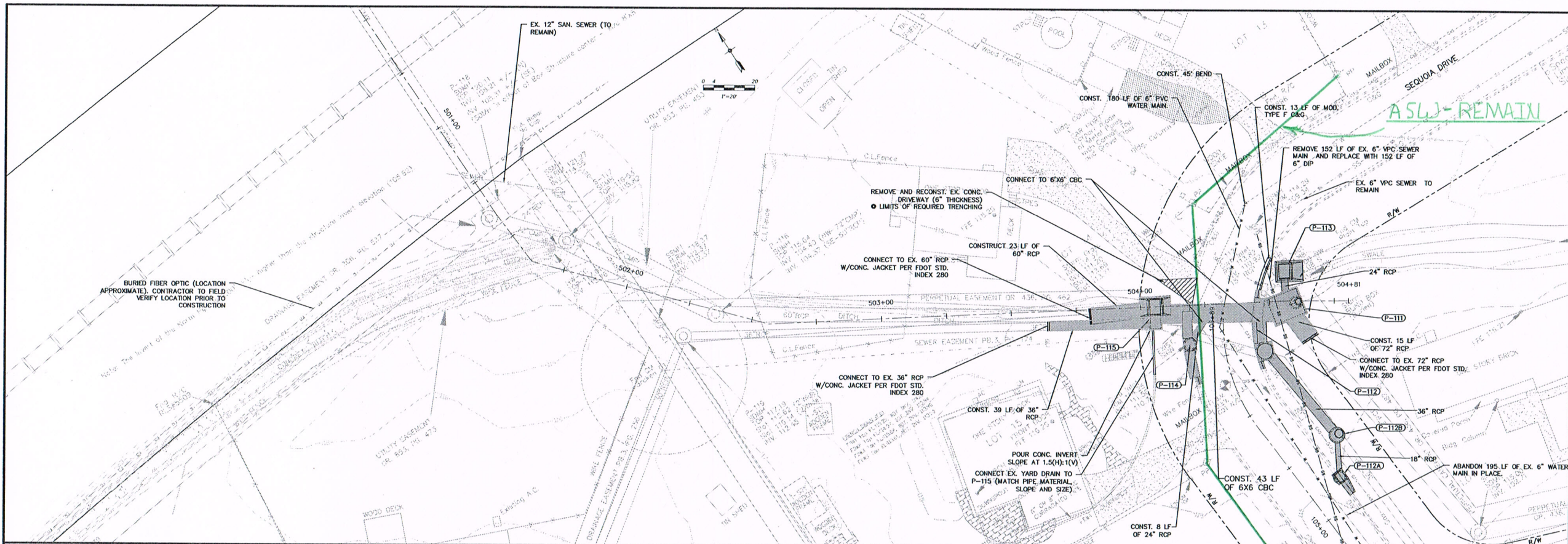
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<p>ENGINEER OF RECORD ALAN D. WISE P.E. GREENMAN-PEDERSEN, INC. 150 VILLAGE SQUARE BLDG. TALLAHASSEE, FL 32309 P.E. NO. 7981</p>										
<p>ORIGINAL: MARCH 14, 2016</p> <p>REVISIONS:</p> <table border="1"> <tr><td>1</td><td></td></tr> <tr><td>2</td><td></td></tr> <tr><td>3</td><td></td></tr> <tr><td>4</td><td></td></tr> <tr><td>5</td><td></td></tr> </table>	1		2		3		4		5	
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<p>SHEET</p> <p>PLAN AND PROFILE GLENWAY DRIVE STA: 400+00 TO 401+43</p>										
<p>PROJECT</p> <p>INGLEWOOD NEIGHBORHOOD STORMWATER IMPROVEMENTS</p>										
<p>ENGINEERING AND CONSTRUCTION SERVICES 150 VILLAGE SQUARE BLDG. TALLAHASSEE, FL 32309 TEL: 904.433.1515 FAX: 904.433.1514 CERTIFICATE OF AUTHORIZATION NO.: 3498 LICENSED BUSINESS NO.: 7560</p> <p>GPI Greenman-Pedersen, Inc.</p>										
<p>JOB NO. 2011020.00</p> <p>DRAWN: SS</p> <p>DESIGNED: SS</p> <p>CHECKED: AW</p> <p>QC: AW</p> <p>SHEET 12</p>										

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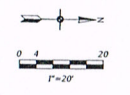
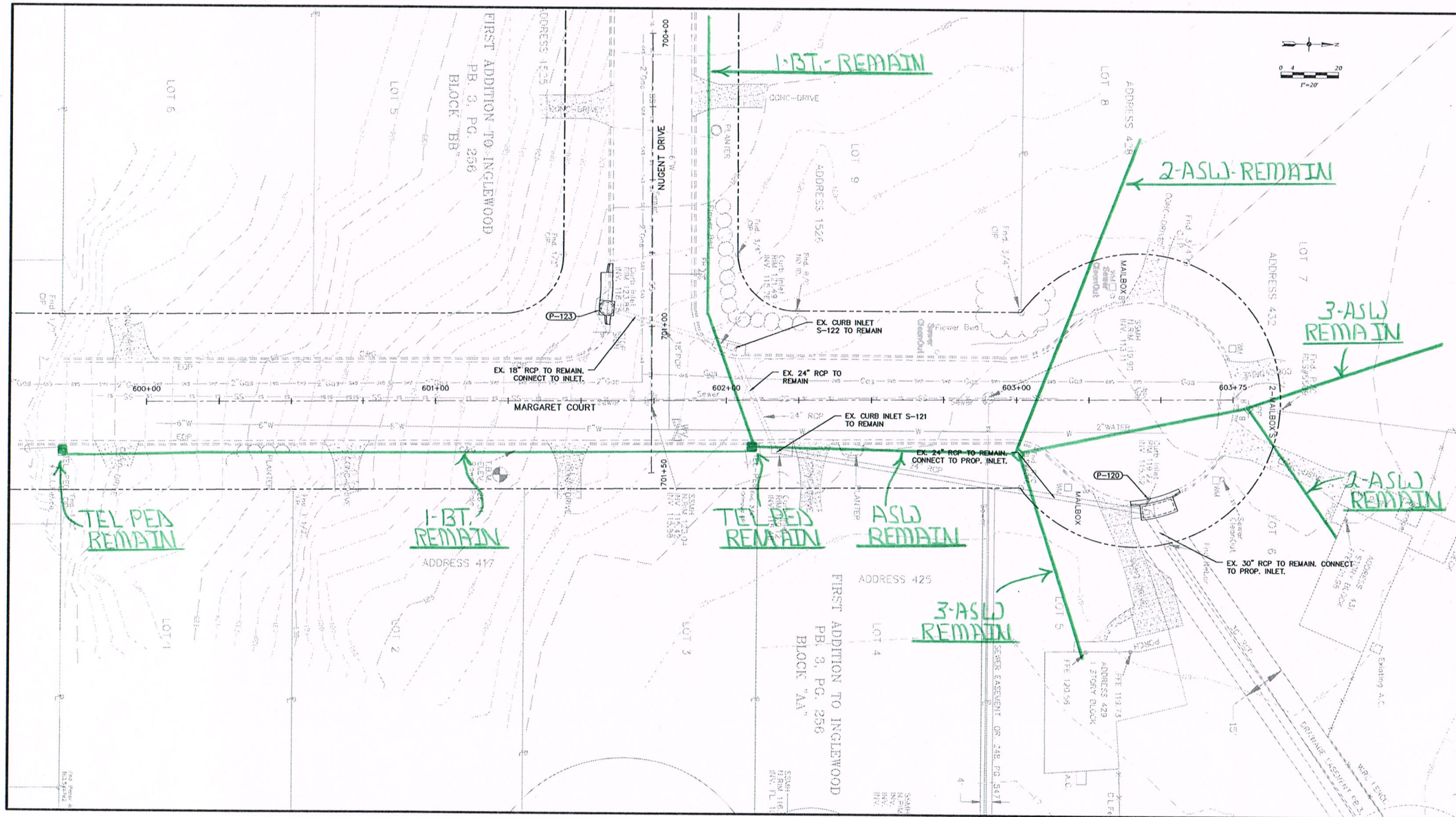


H: 1"=20'
V: 1"=10'

NOTE:
EX. WATER AND GAS MAIN DEPTHS ARE ASSUMED FROM STANDARD UTILITY PLACEMENT GUIDE.

<p>ENGINEER OF RECORD ALAN D. WISE P.E. Greenman-Pedersen, Inc. 15500 Biscayne Blvd., Suite 300 Miami, FL 33160 P.E. NO. 70831</p>	<p>ORIGINAL: MARCH 14, 2016</p> <p>REVISIONS:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>1</td><td></td></tr> <tr><td>2</td><td></td></tr> <tr><td>3</td><td></td></tr> <tr><td>4</td><td></td></tr> <tr><td>5</td><td></td></tr> </table>	1		2		3		4		5		<p>SHEET DRAINAGE EASEMENT PLAN & PROFILE STA: 500+00 TO 504+81</p>
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<p>PROJECT INGLEWOOD NEIGHBORHOOD STORMWATER IMPROVEMENTS</p>		<p>CONSTRUCTION SERVICES 1500 WILKIE SQUARE TALLAHASSEE, FLORIDA 32309 PHONE: (904) 866-5111 FAX: (904) 866-5109 WWW.GPI-INC.COM LICENSED BUSINESS NO. 7590</p>										
<p>GPI Greenman-Pedersen, Inc.</p>		<p>JOB NO. 2011020.00 DRAWN: SS DESIGNED: SS CHECKED: AW QC: AW</p>										
<p>SHEET 13</p>		<p>90% Plans SUPPLEMENTAL INFORMATION</p>										

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ENGINEER OF RECORD
 ALAN D. WISE P.E.
 Greeman-Pedersen, Inc.
 1500 VILLAGE SQUARE BLDG.
 TALLAHASSEE, FLORIDA 32309
 TEL: 904.688.4138
 FAX: 904.688.4139
 CERTIFICATE OF AUTHORIZATION NO. 3488
 LICENSED BUSINESS NO. 7560
 P.E. NO. 70831

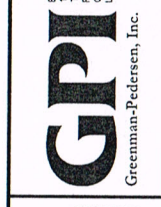
ORIGINAL MARCH 14, 2016

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SHEET
 PLAN VIEW NUGENT DRIVE
 AND MARGARET COURT

PROJECT
 INGLEWOOD
 NEIGHBORHOOD
 STORMWATER
 IMPROVEMENTS

ENGINEERING AND CONSTRUCTION SERVICES
 1500 VILLAGE SQUARE BLDG.
 TALLAHASSEE, FLORIDA 32309
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 LICENSED BUSINESS NO. 7560



JOB NO. 2011020.00
 DRAWN SS
 DESIGNED SS
 CHECKED AW
 QC AW

SHEET 14

REPORT OF
GEOTECHNICAL INVESTIGATION
DRAINAGE IMPROVEMENTS
INGLEWOOD NEIGHBORHOOD
TALLAHASSEE, FLORIDA

Prepared For:

GPI SOUTHEAST, INC.
1590 VILLAGE SQUARE BOULEVARD
TALLAHASSEE, FL 32309

Prepared By:

ENVIRONMENTAL AND GEOTECHNICAL SPECIALISTS, INC.
104 NORTH MAGNOLIA DRIVE
TALLAHASSEE, FLORIDA 32301
(850) 386-1253

February 2014
37-50-13-01

ENVIRONMENTAL AND GEOTECHNICAL SPECIALISTS, INC.

February 24, 2014

EGS File Number: 37-50-13-01

GPI Southeast, Inc.
1590 Village Square Boulevard
Tallahassee, Florida 32309

ATTN: Jeremy Reese, P.E.
Project Manager

SUBJECT: Report of Geotechnical Investigation
Drainage Improvements
Inglewood Neighborhood
Tallahassee, Florida

Dear Jeremy:

Environmental and Geotechnical Specialists, Inc. (**EGS**) has completed the Geotechnical Investigation, as authorized by **GPI Southeast, Inc.**, for the Proposed Drainage Improvements in the Inglewood Neighborhood in Tallahassee, Florida.

This Report includes a brief summary of the subsurface investigation conducted for this Study, evaluation of field and laboratory test data, measured groundwater, estimates of the "normal" seasonal high groundwater, geotechnical plan sheets, and construction considerations.

SCOPE OF SERVICES

The Scope of Services authorized by **GPI Southeast, Inc.** for this investigation consisted of the following:

- Installation of four (4) soil borings to depths ranging from three and one-half (3 ½) to 15 ½ feet below the existing ground surface to evaluate the subsurface materials and conditions for the proposed drainage pipe;
- Installation of two (2) pavement cores to evaluate the pavement and base thickness, subsurface materials, and conditions for the proposed drainage pipe;
- Developing geotechnical plan sheets, design recommendations, and construction considerations for the construction of the proposed drainage improvements; and,
- Preparation of this Report.

SITE LOCATION AND CONDITIONS

The project is located in the Inglewood Neighborhood approximately one-half (½) mile east of the intersection of Tennessee Street and North Magnolia Drive in Tallahassee, Florida. A Project Location Map has been provided as **Figure 1**.

A copy of the United States Geological Survey (**USGS**) Topographic Map of the project area has been included as **Figure 2**. As can be seen in **Figure 2**, the ground surface varies from between EL 110 feet and EL 130 feet with groundwater likely flowing to the southeast.

The general existing site conditions are shown on an aerial view of the project location included as **Figure 3**. Photographs taken by **EGS**, showing existing site and pavement conditions are included as **Figures 4A** through **4D**. As can be seen in these **Figures**, the project area is located in a residential neighborhood. Additionally, the existing pavement was found to be in fair condition.

NRCS Soil Survey

As part of this investigation, **EGS** reviewed the Natural Resources Conservation Service (**NRCS**) Soil Survey of Leon County, Florida. The soils reported in the **NRCS** Soil Survey consisted of **Norfolk Loamy Sand**, which varies slightly from the soils encountered during the field investigation. It should be noted, however, that the **NRCS** Soil Survey is used as an approximation of likely soils within the project area. Variations in soil properties will occur when comparing data from the **NRCS** Soil Survey and data obtained in the field.

EGS has provided **TABLE 1**, which includes the **NRCS** material identifications and descriptions, reported soil classifications, and reported depth to seasonal high groundwater. Copies of selected **TABLES** from the **NRCS** Soil Survey, and **Figure A1** have been provided in **APPENDIX A**.

SUBSURFACE INVESTIGATION

The subsurface investigation outlined in this Report was conducted in February 2014. Holt Jones, E.I., of **EGS** served as the Field/Staff Engineer and Myron L. Hayden, P.E., was the supervising Principal Geotechnical Engineer. The soil boring locations were determined by **GPI Southeast, Inc.**

EGS installed Soil Borings **SB-1** and **SB-2** to a depth of 15 ½ feet below the existing ground surface using hand augers coupled with Static Hand Cone Penetration Index (**CPI**) tests performed on one (1) foot intervals in the top 10 feet. Additionally, two (2) pavement cores were installed for this investigation labeled **PC-1** and **PC-2**. A 15 ½ feet soil boring was installed in conjunction with pavement core **PC-1** as well as a three and one-half (3 ½) feet soil boring in conjunction with **PC-2**.

In this Report, the **CPI** test values have been converted to equivalent **SPT “N”** values using the correlation of **SPT “N” = CPI/4**. The soil boring location data has been provided in **TABLE 2**, and shown in the Soils Survey provided in **APPENDIX B**.

Soil samples were collected on one (1) foot intervals and classified in the field by **EGS** personnel, sealed, and then sent to **EGS’** Geotechnical Laboratory for classification testing. The laboratory testing included water contents, grain-size distributions, and Atterberg limits.

The subsurface soils were classified with respect to both the Unified Soil Classification System (**UNIFIED**) and the American Association of State Highway and Transportation Officials (**AASHTO**) Soil Classification System.

The results of the laboratory testing are summarized on the Soils Survey included as **APPENDIX B**. Additionally, copies of the Soil Boring Logs and Soil Classification Data Sheets have been provided as **APPENDICES C** and **D**, respectively.

SUBSURFACE CONDITIONS

Soils

The Soils Survey Plan Sheets have been provided in **APPENDIX B**. As can be seen in **APPENDIX B**, the soils encountered consist primarily of surficial Silty Fine Sand (**SM/A-2-4/STRATUM 1**) underlain by Clayey Fine Sand (**SC/A-2-6/ STRATUM 2**). It should be noted that a very soft layer of Highly Plastic Silt (**MH/A-7-5/STRATUM 3**) was encountered at a depth of five (5) feet to ten (10) feet below the ground surface in the soil boring associated with Pavement Core **PC-1**. **This layer of very soft highly plastic silt is likely too soft to adequately support a pipe or associated structure.**

Groundwater

To facilitate use of the groundwater data, **TABLE 2** has been provided which contains a summary of the depths to measured groundwater, and the estimated depths to “normal” seasonal high groundwater. As shown in **TABLE 2**, groundwater was encountered around EL 106 feet. It should be noted, that due to the location of the soil borings, 24-hour water levels were not taken in order to minimize the impacts to the surrounding residents.

Pavement Conditions

Two (2) pavement cores were installed in association with each soil boring installed for this investigation. The locations of these pavement cores can be seen in **Figure 3**. Photographs of each pavement core have been provided as **Figures 5A** and **5B**. In general, the pavement was found to be in fair condition.

Base Conditions

The base material encountered throughout this investigation was a Sand-Clay Base with a Limerock Bearing Ratio (**LBR**) of at least **75** below the asphalt pavement. The thickness of the Sand-Clay Base encountered varied from three (3) to four (4) inches. Photographs of the base materials encountered have been included as **Figures 5C** and **5D**.

Existing Structural Number (**SN_E**)

The Existing Pavement Layer Thickness Calculation for the project limits has been provided in **TABLE 3**, with the Estimated Existing Structural Numbers for the pavement structure provided in **TABLE 4**. Based on the Pavement Cores installed for this investigation, **EGS** has estimated the Structural Numbers (**SN_E**) of the existing pavement structure to be:

- Pavement Core **PC-1** **SN_E = 2.09**
- Pavement Core **PC-2** **SN_E = 1.78**

The **DCP** test results and **LBR** correlations performed on the base and subgrade material have been provided in **TABLE 5**.

RECOMMENDATIONS

Soil Reuse

Based on a review of the soils encountered throughout the project, the following **FDOT STRATA** and the City of Tallahassee material reuse descriptions apply:

- **STRATUM 1** is a “**SELECT**” soil;
- **STRATUM 2** is a “**PLASTIC**” soil and should not be used as pipe bedding. These soils should not be used as pipe backfill within the control limits of any structure or pavement;
- **STRATUM 3** is a “**HIGHLY PLASTIC**” expansive soil and should not be used as pipe bedding. These soils should not be used as backfill, unless approved by the **ENGINEER**.

Groundwater Impacts

Groundwater was encountered around EL 106 feet. “Normal” seasonal high groundwater likely varies from around EL 110 feet to around EL 107 feet across the site; however, because of the plastic nature of the subsoils encountered, it is likely water will pond inside open excavations during and following periods of wet weather.

Very Soft Zone at PC-1

EGS recommends a more in depth subsurface investigation be conducted if a pipe or structure is to be placed above or within the very soft zone encountered at in the soil boring associated with Pavement Core **PC-1**.

CLOSURE

The data and results presented in this Report are intended for use by **GPI Southeast, Inc.** and the **City of Tallahassee** for the evaluation of the subsurface conditions to aide in the design of the proposed drainage improvements, identified herein. This data may not be used without the expressed written consent of **GPI Southeast, Inc.** This Report is not intended for any other use and will likely not be applicable. This Report shall not be reproduced, except in full, without the written approval of **Environmental and Geotechnical Specialists, Inc.** The data and recommendations presented in this Report are based on the borings and pavement cores made at the specific locations and depths noted. Subsurface conditions at other locations may vary significantly from those presented herein. Should data become available which is different from the data presented herein, **Environmental and Geotechnical Specialists, Inc.** requests the opportunity to review the data and make any modifications to the design recommendations which may be appropriate.

If you have any questions concerning the information contained in this Report, please do not hesitate to contact Holt Jones, E.I. or myself at (850) 386-1253.

Sincerely,

Environmental and Geotechnical Specialists, Inc.
Florida Certificate of Engineering Authorization Number 6222



Myron L. Hayden, P.E.
Principal Geotechnical Engineer
FL P.E. Number 34067

TABLES

**TABLE 1
NRCS SOIL SURVEY DATA
DRAINAGE IMPROVEMENTS
INGLEWOOD NEIGHBORHOOD
TALLAHASSEE, FLORIDA**

BORING NUMBERS	MATERIAL REFERENCE NUMBER	MATERIAL NAME	DEPTH (INCHES)	MATERIAL DESCRIPTION	MATERIAL CLASSIFICATION		DEPTH TO SEASONAL HIGH GROUNDWATER (FEET)
					UNIFIED	AASHTO	
PC-1, PC-2, SB-1, AND SB-2	31	NORFOLK LOAMY SAND, CLAYEY SUBSTRATUM 5 TO 8 PERCENT SLOPES	0-7	LOAMY SAND	SM	A-2-4	5.0-6.0
			7-14	FINE SANDY LOAM	SC-SM, SM	A-2-4	
			14-64	SANDY CLAY LOAM, SANDY CLAY, FINE SANDY LOAM	CL, CL-ML, SC, SC-SM	A-2-4, A-2-6, A-4, A-6	
			64-80	SANDY CLAY, CLAY	CH	A-7	

NOTES: 1. BASED ON THE NRCS SOIL SURVEY REPORT FOR LEON COUNTY, FLORIDA.
2. SEE APPENDIX A FOR DETAILED NRCS SURVEY INFORMATION.

**TABLE 2
SOIL BORING AND GROUNDWATER DATA
DRAINAGE IMPROVEMENTS
INGLEWOOD NEIGHBORHOOD
TALLAHASSEE, FLORIDA**

BORING NUMBER	DEPTH OF SOIL BORING ¹ (FEET)	NORTHING ²	EASTING ²	GROUND SURFACE ELEVATION ³ (FEET)	MEASURED GROUNDWATER ⁴		ESTIMATED "NORMAL" SEASONAL HIGH GROUNDWATER	
					DEPTH (FEET)	ELEVATION (FEET)	DEPTH (FEET)	ELEVATION (FEET)
PC-1	15.5	526387	2045675	132.8	> 15.5	< 117.3	> 15.5	< 117.3
PC-2	3.5	526762	2045659	114.1	> 3.5	< 110.6	> 3.5	< 110.6
SB-1	15.5	526807	2045579	115.0	9.0	106.0	8.0	107.0
SB-2	15.5	526937	2045468	118.6	13.5	105.1	12.0	106.6

- NOTES:** 1. DEPTHS ARE BELOW EXISTING GROUND SURFACE.
2. BORING LOCATIONS PROVIDED BY GPI SOUTHEAST, INC.
3. ELEVATIONS PROVIDED BY GPI SOUTHEAST, INC.
4. BASED ON INITIAL GROUNDWATER ENCOUNTERED AT TIME OF BORING INSTALLATION.

**TABLE 3
EXISTING LAYER THICKNESS
DRAINAGE IMPROVEMENTS
INGLEWOOD NEIGHBORHOOD
TALLAHASSEE, FLORIDA**

PAVEMENT CORE NUMBER	PAVEMENT CONDITION	PAVEMENT LAYERS (INCH)			
		S1 ¹	S3 ²	ST ³	SAHM ⁴
PC-1	FAIR	1.0	1.6	0.6	
PC-2	FAIR		1.5		1.0

- NOTES:** 1. TYPE S-I ASPHALTIC CONCRETE
 2. TYPE S-III ASPHALTIC CONCRETE
 3. SURFACE TREATMENT
 4. SAND ASPHALT HOT MIX

**TABLE 4
ESTIMATED EXISTING STRUCTURAL NUMBER (SN_E)
DRAINAGE IMPROVEMENTS
INGLEWOOD NEIGHBORHOOD
TALLAHASSEE, FLORIDA**

LAYER	AVERAGE THICKNESS (in.) ¹	STRUCTURAL COEFFICIENT ²	STRUCTURAL NUMBER (SN _E)
PAVEMENT CORE PC-1			
S1	1.0	0.25	0.25
S3	1.6	0.25	0.40
ST	0.6	0.00	0.00
SAND-CLAY BASE	4.0	0.12	0.48
TYPE-B STABILIZATION	12.0	0.08	0.96
TOTAL SN_E³			2.09
PAVEMENT CORE PC-2			
S3	1.5	0.25	0.38
SAHM	1.0	0.11	0.08
SAND-CLAY BASE	3.0	0.12	0.36
TYPE-B STABILIZATION	12.0	0.08	0.96
TOTAL SN_E³			1.78

NOTES: 1. SEE TABLE 3 FOR EXISTING LAYER THICKNESS CALCULATIONS

2. BASED ON STRUCTURAL COEFFICIENTS PROVIDED IN TABLES 5.4 & 6.1 OF THE FDOT FLEXIBLE PAVEMENT DESIGN MANUAL

3. BASED ON THE EXISTING STRUCTURAL NUMBER CALCULATION PROVIDED IN SECTION 6.4.4 OF THE FDOT FLEXIBLE PAVEMENT DESIGN MANUAL

**TABLE 5
LBR-DCP CORRELATIONS
DRAINAGE IMPROVEMENTS
INGLEWOOD NEIGHBORHOOD
TALLAHASSEE, FLORIDA**

PAVEMENT CORE NUMBER	BASE		12 INCHES BELOW BASE		36 INCHES BELOW BASE	
	DCP BLOW COUNT ¹	EQUIVALENT LBR VALUE	DCP BLOW COUNT ¹	EQUIVALENT LBR VALUE	DCP BLOW COUNT ¹	EQUIVALENT LBR VALUE
PC-1	13 +	> 75	8 +	> 40	8 +	> 40
PC-2	13 +	> 75	8 +	> 40	8 +	> 40

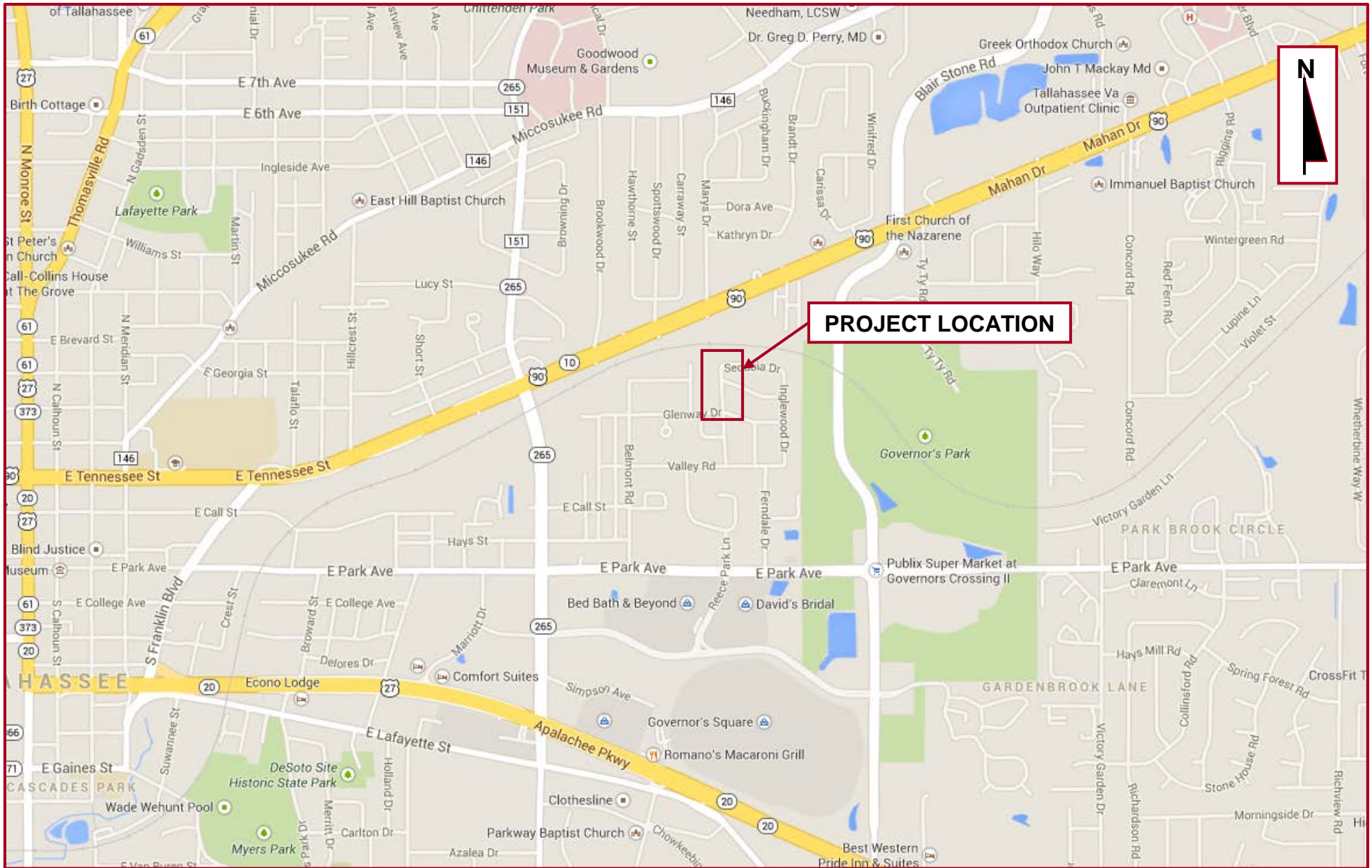
NOTES: 1. DYNAMIC CONE PENETRATION (DCP) VALUE (BLOW COUNTS PER 2.00-INCH)

2. CORRELATION BASED ON THE ASPHALT HANDBOOK, MS-4 (7th EDITION)

CORRELATION:

$$\text{LBR} = \frac{292}{(50.8/\text{DCP})^{1.12}} \times 1.20$$

FIGURES

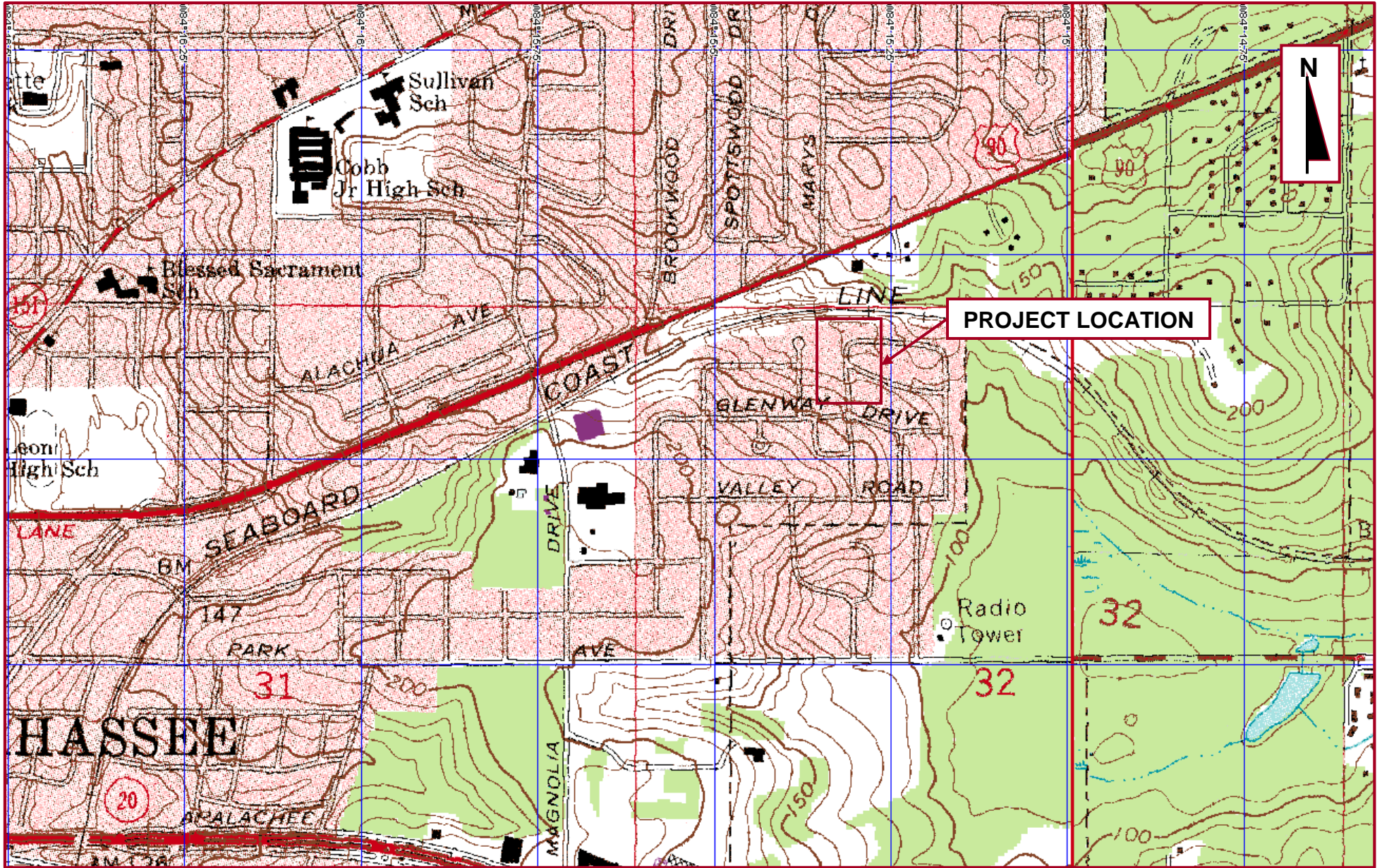


DRAWN E. GOMEZ, E.I.	CHECKED: M. HAYDEN, P.E.
ENGINEER: M. HAYDEN, P.E.	
CLIENT: GPI SOUTHEAST, INC.	
PROJ. NO.: 3750145-16-RM-BC	SCALE:

EGS Environmental and Geotechnical Specialists

104 NORTH MAGNILIA DRIVE | TALLAHASSEE, FLORIDA 32301
OFFICE #: (850) 385-3400 FAX #: (850) 385-8050

TITLE: PROJECT LOCATION MAP DRAINAGE IMPROVEMENTS INGLEWOOD NEIGHBORHOOD TALLAHASSEE, FLORIDA	
DATE: FEBRUARY 2024	FIGURE NO.: SUPPLEMENTAL INFORMATION



DRAWN E. GOMEZ, E.I.	CHECKED: M. HAYDEN, P.E.
ENGINEER: M. HAYDEN, P.E.	
CLIENT: GPI SOUTHEAST, INC.	
PROJ. NO.: 3750145-16-RM-BC	SCALE:



EGS Environmental and Geotechnical Specialists

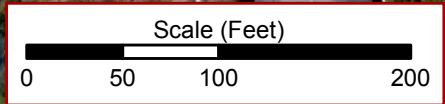
104 NORTH MAGNOLIA DRIVE | TALLAHASSEE, FLORIDA 32301
OFFICE #: (850) 385-5353 FAX #: (850) 385-8050

TITLE: USGS TOPOGRAPHIC MAP DRAINAGE IMPROVEMENTS INGLEWOOD NEIGHBORHOOD TALLAHASSEE, FLORIDA	
DATE: FEBRUARY 2016	FIGURE NO.: SUPPLEMENTAL INFORMATION 2



Legend

-  Soil Boring Location
-  Pavement Core Location



DRAWN: D. TALBOTT		CHECKED: M. HAYDEN, P.E.		Environmental and Geotechnical Specialists, Inc. 104 North Magnolia Drive Tallahassee, Florida 32301 Office #: (850) 386-1253 Fax #: (850) 385-8050		TITLE: AERIAL VIEW OF PROJECT LOCATION STORMWATER IMPROVEMENTS INGLEWOOD NEIGHBORHOOD TALLHASSEE, FLORIDA			
ENGINEER: M. HAYDEN, P.E.						DATE: FEBRUARY 2014		FIGURE NO.: 3	
CLIENT: GPI SOUTHEAST, INC.									
PROJECT NO.: 37-50-13-01 IFB 0145-16-RM-BC		SCALE:		PAGE 36 of 103				SUPPLEMENTAL INFORMATION	



**FIGURE 4A: PHOTOGRAPH OF EXISTING SITE CONDITIONS
NEAR PAVEMENT CORE PC-1 (FACING NORTH)**



**FIGURE 4B: PHOTOGRAPH OF EXISTING SITE CONDITIONS
NEAR PAVEMENT CORE PC-2 (FACING SOUTH)**



**FIGURE 4C: PHOTOGRAPH OF EXISTING SITE CONDITIONS
NEAR SOIL BORING SB-1 (FACING NORTHEAST)**



**FIGURE 4D: PHOTOGRAPH OF EXISTING SITE CONDITIONS
NEAR SOIL BORING SB-2 (FACING NORTH)**



FIGURE 5A: PHOTOGRAPH OF PAVEMENT CORE PC-1



**FIGURE 5B: PHOTOGRAPH OF PAVEMENT CORE PC-2
(NOTE: PHOTOGRAPH DOES NOT DEPICT FULL DEPTH OF ASPHALT STRUCTURE)**



**FIGURE 5C: PHOTOGRAPH OF SAND-CLAY BASE (LBR 75)
ENCOUNTERED AT PAVEMENT CORE PC-1**



**FIGURE 5D: PHOTOGRAPH OF SAND-CLAY BASE (LBR 75)
ENCOUNTERED AT PAVEMENT CORE PC-2**

APPENDIX A
NRCS SOIL SURVEY



DRAWN: E. GOMEZ, E.I.	CHECKED: M. HAYDEN, P.E.	Environmental and Geotechnical Specialists, Inc.	TITLE: NRCS SOIL SURVEY STORMWATER IMPROVEMENTS INGLEWOOD NEIGHBORHOOD TALLHASSEE, FLORIDA	
ENGINEER: M. HAYDEN, P.E.			DATE: FEBRUARY 2014	
CLIENT: GPI SOUTHEAST, INC.		104 North Magnolia Drive Tallahassee, Florida 32301 Office #: (850) 386-1253 Fax #: (850) 385-8050	FIGURE NO.:	A1
PROJECT NO.: 37-50-13-01 IFB 0145-16-RM-BC	SCALE:	PAGE 42 of 103	SUPPLEMENTAL INFORMATION	

Custom Soil Resource Report

Absence of an entry indicates that the data were not estimated. The asterisk '*' denotes the representative texture; other possible textures follow the dash.

Engineering Properties—Leon County, Florida														
Map unit symbol and soil name	Pct. of map unit	Hydrologic group	Depth	USDA texture	Classification		Fragments		Percentage passing sieve number—				Liquid limit	Plasticity index
					Unified	AASHTO	>10 inches	3-10 inches	4	10	40	200		
			<i>In</i>				<i>Pct</i>	<i>Pct</i>					<i>Pct</i>	
31—Norfolk loamy sand, clayey substratum, 5 to 8 percent slopes														
Norfolk, clayey substratum	80	B	0-7	Loamy sand	SM	A-2-4	0	0	95-100	95-100	85-95	13-25	0-14	NP
			7-14	Fine sandy loam	SC-SM, SM	A-2-4	0	0	95-100	95-100	85-95	13-35	0-23	NP-7
			14-64	Sandy clay loam, sandy clay, fine sandy loam	CL, CL-ML, SC, SC-SM	A-2-4, A-2-6, A-4, A-6	0	0	95-100	95-100	85-95	30-55	20-40	4-20
			64-80	Sandy clay, clay	CH	A-7	0	0	95-100	95-100	85-100	51-100	50-100	23-60

Custom Soil Resource Report

Chemical Soil Properties—Leon County, Florida								
Map symbol and soil name	Depth	Cation-exchange capacity	Effective cation-exchange capacity	Soil reaction	Calcium carbonate	Gypsum	Salinity	Sodium adsorption ratio
	<i>In</i>	<i>meq/100g</i>	<i>meq/100g</i>	<i>pH</i>	<i>Pct</i>	<i>Pct</i>	<i>mmhos/cm</i>	
31—Norfolk loamy sand, clayey substratum, 5 to 8 percent slopes								
Norfolk, clayey substratum	0-7	0.4-5.9	—	4.5-6.5	0	0	0.0-2.0	0-4
	7-14	—	0.2-5.7	4.5-5.5	0	0	0.0-2.0	0-4
	14-64	—	0.2-5.9	4.5-5.5	0	0	0.0-2.0	0-4
	64-80	—	0.3-15	3.5-5.5	0	0	0.0-2.0	0-4

Custom Soil Resource Report

Soil Features—Leon County, Florida									
Map symbol and soil name	Restrictive Layer				Subsidence		Potential for frost action	Risk of corrosion	
	Kind	Depth to top	Thickness	Hardness	Initial	Total		Uncoated steel	Concrete
		<i>In</i>	<i>In</i>		<i>In</i>	<i>In</i>			
31—Norfolk loamy sand, clayey substratum, 5 to 8 percent slopes									
Norfolk, clayey substratum		—	—		—	—	None	High	High

Custom Soil Resource Report

Absence of an entry indicates that the data were not estimated. The dash indicates no documented presence.

Water Features—Leon County, Florida										
Map unit symbol and soil name	Hydrologic group	Surface runoff	Month	Water table		Ponding			Flooding	
				Upper limit	Lower limit	Surface depth	Duration	Frequency	Duration	Frequency
				<i>Ft</i>	<i>Ft</i>	<i>Ft</i>				
31—Norfolk loamy sand, clayey substratum, 5 to 8 percent slopes										
Norfolk, clayey substratum	B	Medium	January	5.0-6.0	5.5-6.0	—	—	None	—	None
			February	5.0-6.0	5.5-6.0	—	—	None	—	None
			March	5.0-6.0	5.5-6.0	—	—	None	—	None
			April	5.0-6.0	5.5-6.0	—	—	None	—	None

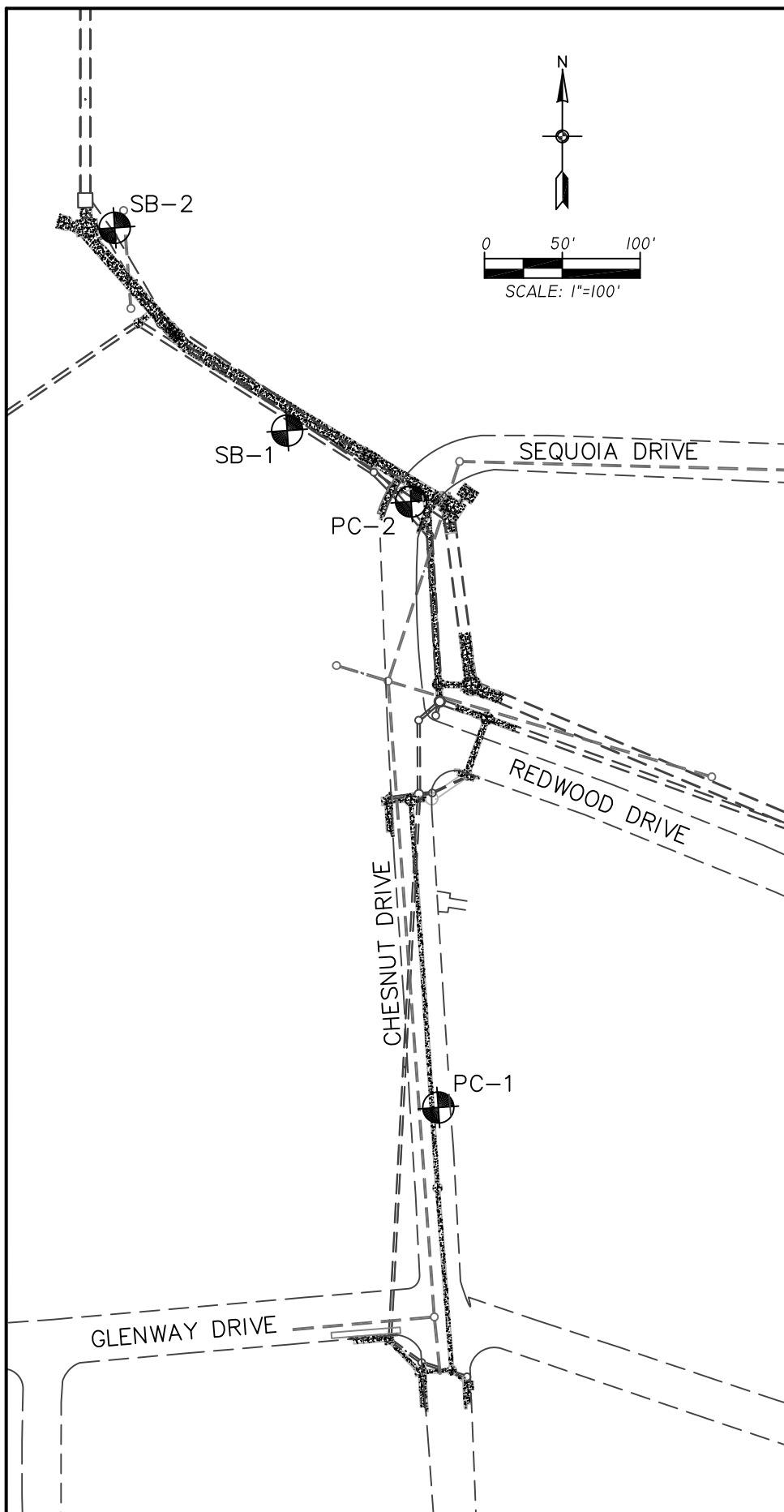
Custom Soil Resource Report

Physical Soil Properties—Leon County, Florida														
Map symbol and soil name	Depth	Sand	Silt	Clay	Moist bulk density	Saturated hydraulic conductivity	Available water capacity	Linear extensibility	Organic matter	Erosion factors			Wind erodibility group	Wind erodibility index
										Kw	Kf	T		
	<i>In</i>	<i>Pct</i>	<i>Pct</i>	<i>Pct</i>	<i>g/cc</i>	<i>micro m/sec</i>	<i>In/In</i>	<i>Pct</i>	<i>Pct</i>					
31—Norfolk loamy sand, clayey substratum, 5 to 8 percent slopes														
Norfolk, clayey substratum	0-7	-85-	0- 6- 30	5- 9- 12	1.50-1.60	14.00-42.00	0.05-0.10	0.0-2.9	1.0-2.5	.10	.10	5	2	134
	7-14	-78-	0- 8- 50	10-14- 20	1.50-1.60	14.00-42.00	0.05-0.10	0.0-2.9	0.0-1.0	.17	.17			
	14-64	-63-	0- 5- 28	18-32- 35	1.62-1.80	4.00-14.00	0.10-0.15	3.0-5.9	0.0-0.5	.10	.10			
	64-80	- 8-	0-20- 40	35-72- 80	1.30-1.65	0.01-0.42	0.10-0.15	9.0-25.0	0.0-0.5	.20	.20			

APPENDIX B

SOIL SURVEY

DRAINAGE IMPROVEMENTS – INGLEWOOD NEIGHBORHOOD

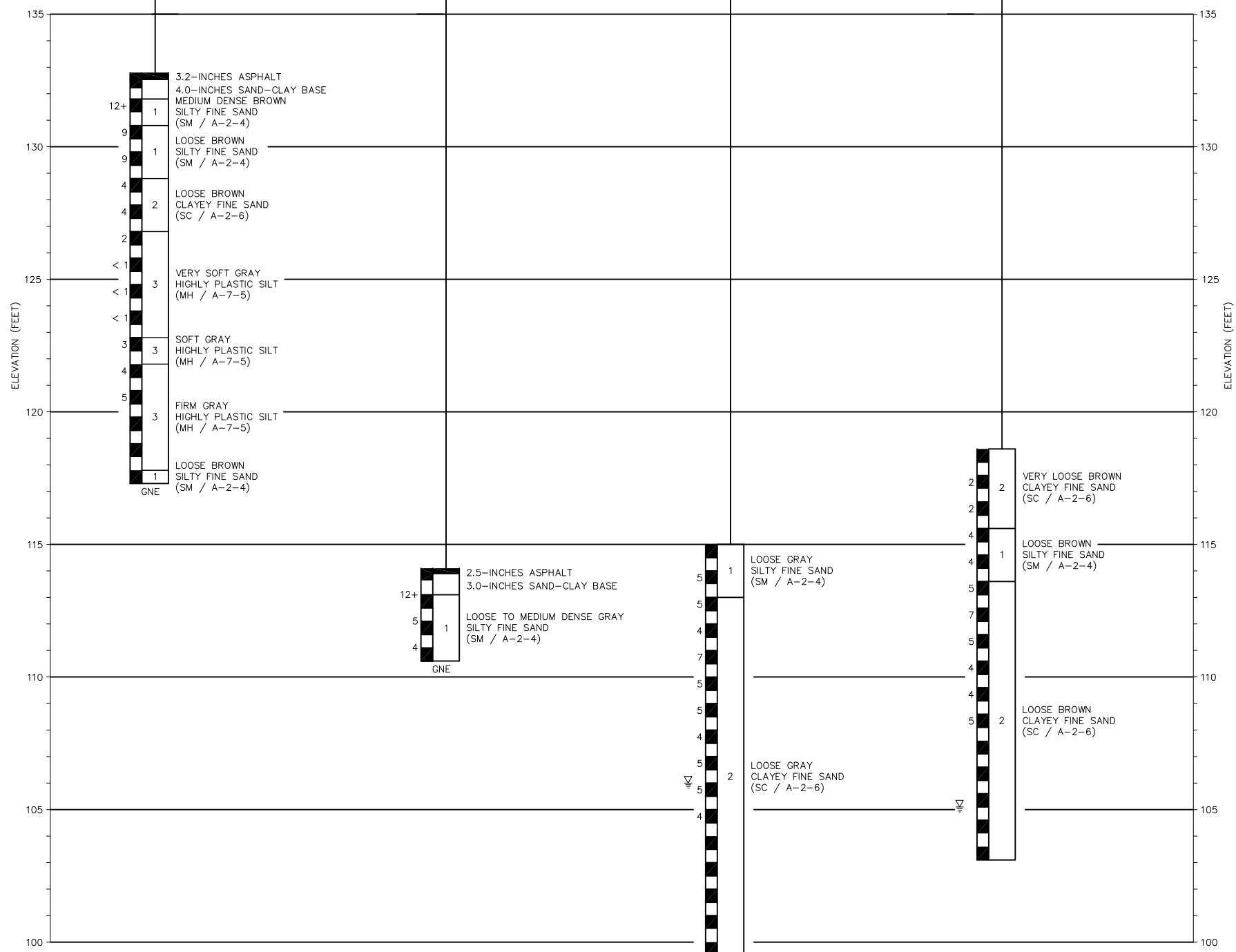


BORING NO. PC-1
DATE DRILLED 2/3/2014
ELEV. 132.3
NORTHING 526387
EASTING 2045675

BORING NO. PC-2
DATE DRILLED 2/3/2014
ELEV. 114.1
NORTHING 526762
EASTING 2045659

BORING NO. SB-1
DATE DRILLED 2/3/2014
ELEV. 115.0
NORTHING 526807
EASTING 2045579

BORING NO. SB-2
DATE DRILLED 2/3/2014
ELEV. 118.6
NORTHING 526937
EASTING 2045468



IFB 0145-16-RM-BC

SEAL:
M. HAYDEN, P.E.
P.E. NO.: 34067

Environmental & Geotechnical Specialists, Inc.
EGS
104 NORTH MAGNOLIA DRIVE
TALLAHASSEE, FLORIDA 32301
OFFICE: (850) 385-7223
FAX: (850) 385-8050
Cert. of Auth.: 6222

GPI SOUTHEAST, INC.
PROJECT TITLE
INGLEWOOD NEIGHBORHOOD
DRAINAGE IMPROVEMENTS

**SOILS SURVEY
REPORT OF SOIL BORINGS
(SHEET 2 OF 2)**
SUPPLEMENTAL INFORMATION

APPENDIX C
SOIL BORINGS LOGS

**ENVIRONMENTAL & GEOTECHNICAL
SPECIALISTS, INC.**

104 North Magnolia Drive
Tallahassee, Florida 32301
Office #: (850) 386-1253
Fax #: (850) 385-8050

PROJECT: DRAINAGE IMPROVEMENTS - INGLEWOOD

CLIENT: GPI SOUTHEAST, INC.

PROJECT NO.: 37-50-13-01

PROJECT LOCATION: TALLAHASSEE, FLORIDA

BORING NO.: PC-1

DRILLER: R. ROGERS

DEPTH TO WATER: INITIAL: ∇ > 15.5'

24 HR: ∇

HAMMER TYPE: CPI

NORTHING: 526387

EASTING: 2045675

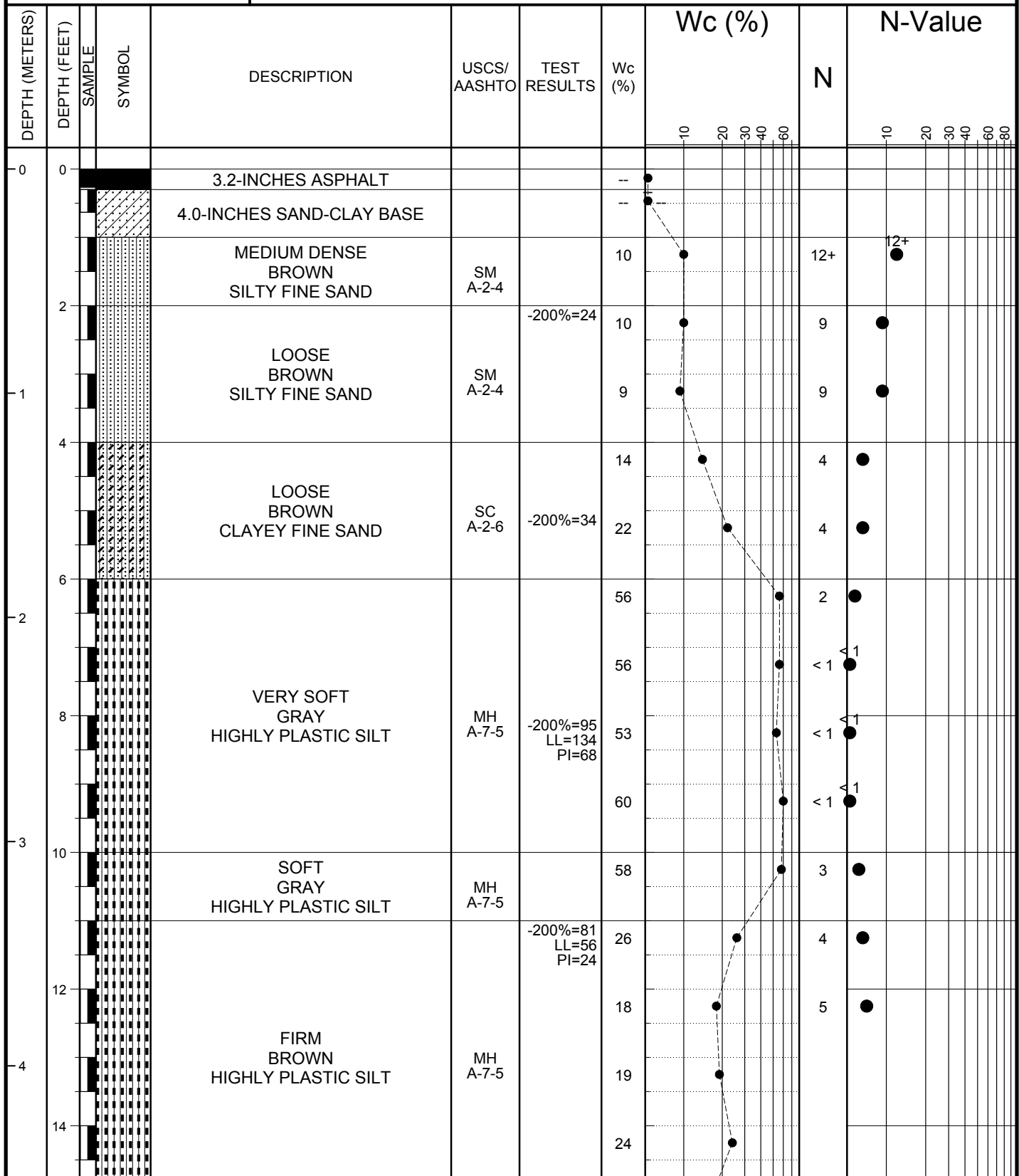
ELEVATION (FEET): 132.8

DATE: 2/3/2014

FLUID LOSS: N/A

N/M **CAVING** ∇ **NONE**

This information pertains only to this boring and should not be interpreted as being indicative of the site.



NOTE: N/M MEANS NOT MEASURED

**ENVIRONMENTAL & GEOTECHNICAL
SPECIALISTS, INC.**

104 North Magnolia Drive
Tallahassee, Florida 32301
Office #: (850) 386-1253
Fax #: (850) 385-8050

PROJECT: DRAINAGE IMPROVEMENTS - INGLEWOOD

CLIENT: GPI SOUTHEAST, INC.

PROJECT NO.: 37-50-13-01

PROJECT LOCATION: TALLAHASSEE, FLORIDA

BORING NO.: PC-2

DRILLER: R. ROGERS

DEPTH TO WATER: INITIAL: ∇ > 3.5'

24 HR: ∇

HAMMER TYPE: CPI

NORTHING: 526762

EASTING: 2045659

ELEVATION (FEET): 114.1

DATE: 2/3/2014

FLUID LOSS: N/A

N/M

CAVING: ∇ NONE

This information pertains only to this boring and should not be interpreted as being indicative of the site.

DEPTH (METERS)	DEPTH (FEET)	SAMPLE	SYMBOL	DESCRIPTION	USCS/ AASHTO	TEST RESULTS	Wc (%)	Wc (%)		N	N-Value	
								10	20		10	20
0	0			2.5-INCHES ASPHALT			--					
				3.0-INCHES SANDY-CLAY BASE			--					
	2			MEDIUM DENSE GRAY SILTY FINE SAND	SM A-2-4	-200%=24	16			12+		12+
				LOOSE GRAY SILTY FINE SAND	SM A-2-4		17			5		
	1						14			4		
	4											
	6											
2	2											
	8											
	10											
3	3											
	12											
	14											
4	4											

NOTE: N/M MEANS NOT MEASURED

**ENVIRONMENTAL & GEOTECHNICAL
SPECIALISTS, INC.**

104 North Magnolia Drive
Tallahassee, Florida 32301
Office #: (850) 386-1253
Fax #: (850) 385-8050

PROJECT: DRAINAGE IMPROVEMENTS - INGLEWOOD

CLIENT: GPI SOUTHEAST, INC.

PROJECT NO.: 37-50-13-01

PROJECT LOCATION: TALLAHASSEE, FLORIDA

BORING NO.: SB-1

DRILLER: J. KARASEVICH

DEPTH TO WATER: INITIAL: ∇ 9.0'

24 HR: ∇

HAMMER TYPE: CPI

NORTHING: 526807

EASTING: 2045579

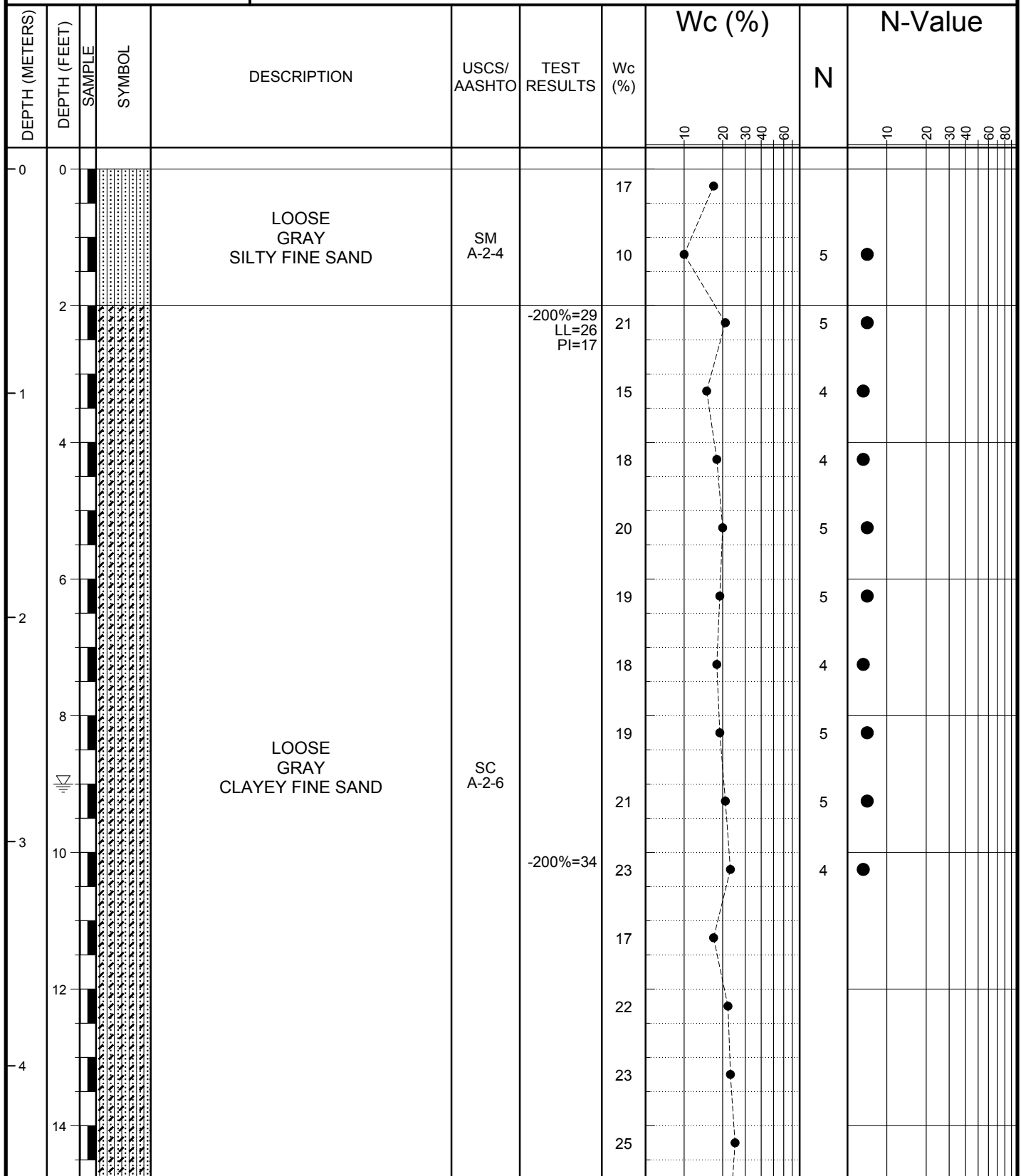
ELEVATION (FEET): 115.0

DATE: 2/3/2014

FLUID LOSS: N/A

CAVING: ∇ NONE

This information pertains only to this boring and should not be interpreted as being indicative of the site.



NOTE: N/M MEANS NOT MEASURED

ENVIRONMENTAL & GEOTECHNICAL SPECIALISTS, INC.

104 North Magnolia Drive
 Tallahassee, Florida 32301
 Office #: (850) 386-1253
 Fax #: (850) 385-8050

PROJECT: DRAINAGE IMPROVEMENTS - INGLEWOOD

CLIENT: GPI SOUTHEAST, INC.

PROJECT NO.: 37-50-13-01

PROJECT LOCATION: TALLAHASSEE, FLORIDA

BORING NO.: SB-1

DRILLER: J. KARASEVICH

DEPTH TO WATER: INITIAL: 9.0'

24 HR:

HAMMER TYPE: CPI

NORTHING: 526807

EASTING: 2045579

ELEVATION (FEET): 115.0

DATE: 2/3/2014

FLUID LOSS: N/A

CAVING: NONE

This information pertains only to this boring and should not be interpreted as being indicative of the site.

DEPTH (METERS)	DEPTH (FEET)	SAMPLE	SYMBOL	DESCRIPTION	USCS/ AASHTO	TEST RESULTS	Wc (%)	Wc (%)					N	N-Value									
								10	20	30	40	60		10	20	30	40	60	80				
5.0	16.4						23																

NOTE: N/M MEANS NOT MEASURED

**ENVIRONMENTAL & GEOTECHNICAL
SPECIALISTS, INC.**

104 North Magnolia Drive
Tallahassee, Florida 32301
Office #: (850) 386-1253
Fax #: (850) 385-8050

PROJECT: DRAINAGE IMPROVEMENTS - INGLEWOOD

CLIENT: GPI SOUTHEAST, INC.

PROJECT NO.: 37-50-13-01

PROJECT LOCATION: TALLAHASSEE, FLORIDA

BORING NO.: SB-2

DRILLER: R. ROGERS

DEPTH TO WATER: INITIAL: ∇ 13.5'

24 HR: ∇

HAMMER TYPE: CPI

NORTHING: 526937

EASTING: 2045468

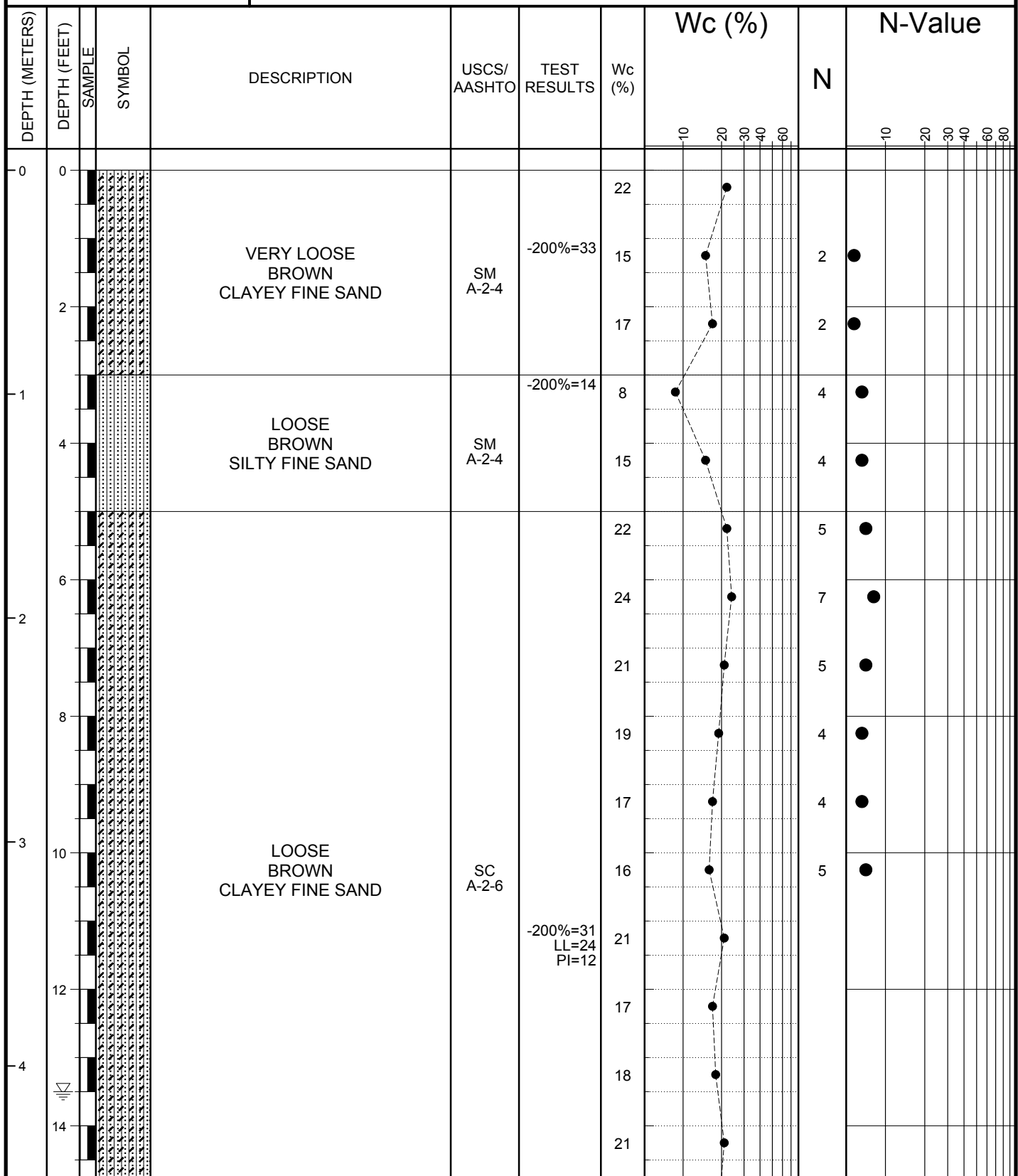
ELEVATION (FEET): 118.6

DATE: 2/3/2014

FLUID LOSS: N/A

N/M CAVING > C NONE

This information pertains only to this boring and should not be interpreted as being indicative of the site.



NOTE: N/M MEANS NOT MEASURED

APPENDIX D

SOIL CLASSIFICATION DATA SHEETS

SOIL CLASSIFICATION DATA

Project: DRAINAGE IMPROVEMENTS - INGLEWOOD NEIGHBORHOOD

Client: GPI SOUTHEAST, INC.

Project No.: 37-50-13-01

Boring: PC-1

Location: TALLAHASSEE, FLORIDA

DEPTH (FEET)	Wc (%)	-4 (%)	-10 (%)	-20 (%)	-40 (%)	-60 (%)	-100 (%)	-200 (%)	LL	PI	Org. (%)	N Value	USCS	AASHTO	Mat. No.	Description
0.0-0.3	--														--	3.2-INCHES ASPHALT
0.3-0.6	--														--	4.0-INCHES SAND-CLAY BASE
1.0-1.5	10											12+	SM	A-2-4	1	MEDIUM DENSE BROWN SILTY FINE SAND
2.0-2.5	10	100	100	99	88	62	39	24				9	SM	A-2-4	1	LOOSE BROWN SILTY FINE SAND
3.0-3.5	9											9	SM	A-2-4	1	LOOSE BROWN SILTY FINE SAND
4.0-4.5	14											4	SC	A-2-6	2	LOOSE BROWN CLAYEY FINE SAND
5.0-5.5	22	100	100	99	89	68	49	34				4	SC	A-2-6	2	LOOSE BROWN CLAYEY FINE SAND
6.0-6.5	56											2	MH	A-7-5	3	VERY SOFT GRAY HIGHLY PLASTIC SILT
7.0-7.5	56											< 1	MH	A-7-5	3	VERY SOFT GRAY HIGHLY PLASTIC SILT
8.0-8.5	53	100	100	100	99	98	97	95	134	68		< 1	MH	A-7-5	3	VERY SOFT GRAY HIGHLY PLASTIC SILT
9.0-9.5	60											< 1	MH	A-7-5	3	VERY SOFT GRAY HIGHLY PLASTIC SILT
10.0-10.5	58											3	MH	A-7-5	3	SOFT GRAY HIGHLY PLASTIC SILT
11.0-11.5	26	100	100	100	98	94	90	81	56	24		4	MH	A-7-5	3	FIRM

SOIL CLASSIFICATION DATA

Project: DRAINAGE IMPROVEMENTS - INGLEWOOD NEIGHBORHOOD

Client: GPI SOUTHEAST, INC.

Project No.: 37-50-13-01

Boring: PC-1

Location: TALLAHASSEE, FLORIDA

DEPTH (FEET)	Wc (%)	-4 (%)	-10 (%)	-20 (%)	-40 (%)	-60 (%)	-100 (%)	-200 (%)	LL	PI	Org. (%)	N Value	USCS	AASHTO	Mat. No.	Description
																BROWN HIGHLY PLASTIC SILT
12.0-12.5	18											5	MH	A-7-5	3	FIRM BROWN HIGHLY PLASTIC SILT
13.0-13.5	19												MH	A-7-5	3	FIRM BROWN HIGHLY PLASTIC SILT
14.0-14.5	24												MH	A-7-5	3	FIRM BROWN HIGHLY PLASTIC SILT
15.0-15.5	15												SM	A-2-4	1	LOOSE BROWN SILTY FINE SAND

SOIL CLASSIFICATION DATA

Project: DRAINAGE IMPROVEMENTS - INGLEWOOD NEIGHBORHOOD

Client: GPI SOUTHEAST, INC.

Project No.: 37-50-13-01

Boring: PC-2

Location: TALLAHASSEE, FLORIDA

DEPTH (FEET)	Wc (%)	-4 (%)	-10 (%)	-20 (%)	-40 (%)	-60 (%)	-100 (%)	-200 (%)	LL	PI	Org. (%)	N Value	USCS	AASHTO	Mat. No.	Description
0.0-0.2	--														--	2.5-INCHES ASPHALT
0.2-0.5	--														--	3.0-INCHES SANDY-CLAY BASE
1.0-1.5	16	100	100	99	89	64	41	24				12+	SM	A-2-4	1	MEDIUM DENSE GRAY SILTY FINE SAND
2.0-2.5	17											5	SM	A-2-4	1	LOOSE GRAY SILTY FINE SAND
3.0-3.5	14											4	SM	A-2-4	1	LOOSE GRAY SILTY FINE SAND

SOIL CLASSIFICATION DATA

Project: DRAINAGE IMPROVEMENTS - INGLEWOOD NEIGHBORHOOD

Client: GPI SOUTHEAST, INC.

Project No.: 37-50-13-01

Boring: SB-1

Location: TALLAHASSEE, FLORIDA

DEPTH (FEET)	Wc (%)	-4 (%)	-10 (%)	-20 (%)	-40 (%)	-60 (%)	-100 (%)	-200 (%)	LL	PI	Org. (%)	N Value	USCS	AASHTO	Mat. No.	Description
0.0-0.5	17												SM	A-2-4	1	LOOSE GRAY SILTY FINE SAND
1.0-1.5	10											5	SM	A-2-4	1	LOOSE GRAY SILTY FINE SAND
2.0-2.5	21	100	100	99	90	81	45	29	26	17		5	SC	A-2-6	2	LOOSE GRAY CLAYEY FINE SAND
3.0-3.5	15											4	SC	A-2-6	2	LOOSE GRAY CLAYEY FINE SAND
4.0-4.5	18											4	SC	A-2-6	2	LOOSE GRAY CLAYEY FINE SAND
5.0-5.5	20											5	SC	A-2-6	2	LOOSE GRAY CLAYEY FINE SAND
6.0-6.5	19											5	SC	A-2-6	2	LOOSE GRAY CLAYEY FINE SAND
7.0-7.5	18											4	SC	A-2-6	2	LOOSE GRAY CLAYEY FINE SAND
8.0-8.5	19											5	SC	A-2-6	2	LOOSE GRAY CLAYEY FINE SAND
9.0-9.5	21											5	SC	A-2-6	2	LOOSE GRAY CLAYEY FINE SAND
10.0-10.5	23	100	100	99	92	74	52	34				4	SC	A-2-6	2	LOOSE GRAY CLAYEY FINE SAND

SOIL CLASSIFICATION DATA

Project: DRAINAGE IMPROVEMENTS - INGLEWOOD NEIGHBORHOOD

Client: GPI SOUTHEAST, INC.

Project No.: 37-50-13-01

Boring: SB-1

Location: TALLAHASSEE, FLORIDA

DEPTH (FEET)	Wc (%)	-4 (%)	-10 (%)	-20 (%)	-40 (%)	-60 (%)	-100 (%)	-200 (%)	LL	PI	Org. (%)	N Value	USCS	AASHTO	Mat. No.	Description
11.0-11.5	17												SC	A-2-6	2	LOOSE GRAY CLAYEY FINE SAND
12.0-12.5	22												SC	A-2-6	2	LOOSE GRAY CLAYEY FINE SAND
13.0-13.5	23												SC	A-2-6	2	LOOSE GRAY CLAYEY FINE SAND
14.0-14.5	25												SC	A-2-6	2	LOOSE GRAY CLAYEY FINE SAND
15.0-15.5	23												SC	A-2-6	2	LOOSE GRAY CLAYEY FINE SAND

SOIL CLASSIFICATION DATA

Project: DRAINAGE IMPROVEMENTS - INGLEWOOD NEIGHBORHOOD

Client: GPI SOUTHEAST, INC.

Project No.: 37-50-13-01

Boring: SB-2

Location: TALLAHASSEE, FLORIDA

DEPTH (FEET)	Wc (%)	-4 (%)	-10 (%)	-20 (%)	-40 (%)	-60 (%)	-100 (%)	-200 (%)	LL	PI	Org. (%)	N Value	USCS	AASHTO	Mat. No.	Description
0.0-0.5	22												SM	A-2-4	2	VERY LOOSE BROWN CLAYEY FINE SAND
1.0-1.5	15	100	100	99	94	76	51	33				2	SC	A-2-6	2	VERY LOOSE BROWN CLAYEY FINE SAND
2.0-2.5	17											2	SC	A-2-6	2	VERY LOOSE BROWN CLAYEY FINE SAND
3.0-3.5	8	100	100	98	77	45	23	14				4	SM	A-2-4	1	LOOSE BROWN SILTY FINE SAND
4.0-4.5	15											4	SM	A-2-4	1	LOOSE BROWN SILTY FINE SAND
5.0-5.5	22											5	SC	A-2-6	2	LOOSE BROWN CLAYEY FINE SAND
6.0-6.5	24											7	SC	A-2-6	2	LOOSE BROWN CLAYEY FINE SAND
7.0-7.5	21											5	SC	A-2-6	2	LOOSE BROWN CLAYEY FINE SAND
8.0-8.5	19											4	SC	A-2-6	2	LOOSE BROWN CLAYEY FINE SAND
9.0-9.5	17											4	SC	A-2-6	2	LOOSE BROWN CLAYEY FINE SAND
10.0-10.5	16											5	SC	A-2-6	2	LOOSE BROWN CLAYEY FINE SAND

SOIL CLASSIFICATION DATA

Project: DRAINAGE IMPROVEMENTS - INGLEWOOD NEIGHBORHOOD

Client: GPI SOUTHEAST, INC.

Project No.: 37-50-13-01

Boring: SB-2

Location: TALLAHASSEE, FLORIDA

DEPTH (FEET)	Wc (%)	-4 (%)	-10 (%)	-20 (%)	-40 (%)	-60 (%)	-100 (%)	-200 (%)	LL	PI	Org. (%)	N Value	USCS	AASHTO	Mat. No.	Description
11.0-11.5	21	100	100	99	94	79	50	31	24	12			SC	A-2-6	2	LOOSE BROWN CLAYEY FINE SAND
12.0-12.5	17												SC	A-2-6	2	LOOSE BROWN CLAYEY FINE SAND
13.0-13.5	18												SC	A-2-6	2	LOOSE BROWN CLAYEY FINE SAND
14.0-14.5	21												SC	A-2-6	2	LOOSE BROWN CLAYEY FINE SAND
15.0-15.5	19												SC	A-2-6	2	LOOSE BROWN CLAYEY FINE SAND

ADDENDUM A - REPORT OF
GEOTECHNICAL INVESTIGATION
DRAINAGE IMPROVEMENTS
INGLEWOOD NEIGHBORHOOD
TALLAHASSEE, FLORIDA

Prepared For:

GPI SOUTHEAST, INC.
1590 VILLAGE SQUARE BOULEVARD
TALLAHASSEE, FL 32309

Prepared By:

ENVIRONMENTAL AND GEOTECHNICAL SPECIALISTS, INC.
104 NORTH MAGNOLIA DRIVE
TALLAHASSEE, FLORIDA 32301
(850) 386-1253

September 2014
37-50-13-02

ENVIRONMENTAL AND GEOTECHNICAL SPECIALISTS, INC.

September 5, 2014

EGS File: 37-50-13-02

GPI Southeast, Inc.
1590 Village Square Boulevard
Tallahassee, Florida 32309

ATTN: Matthew Zaleski, E.I.
Design Engineer

SUBJECT: ADDENDUM A
Report of Geotechnical Investigation
Drainage Improvements
Inglewood Neighborhood
Tallahassee, Florida

As requested, Environmental and Geotechnical Specialists, Inc. (**EGS**) has completed the subsurface investigation to delineate the "Very Soft Highly Plastic Silt" encountered previously in Soil Boring **PC-1**. The information developed in this Study will serve to supplement the original Geotechnical Report titled "*Report of Geotechnical Investigation, Drainage Improvements, Inglewood Neighborhood, Tallahassee, Florida*", dated February 24, 2014.

Field Investigation

On August 22, 2014, **EGS** returned to the project site and installed three (3) soil borings in approximately 50 foot increments of Soil Boring **PC-1** to delineate the Very Soft strata encountered in the original investigation. The locations of Soil Borings **AB-1** through **AB-3** installed for this study are shown in **Figure A-1**.

The soil borings were installed to a depth of 15 feet below the existing ground surface using hand augers coupled with Static Hand Cone Penetration Index (**CPI**) tests performed on one (1) foot intervals. The soil boring location data has been provided in **TABLE A-1**, and shown in the Soils Survey provided in **APPENDIX A-A**.

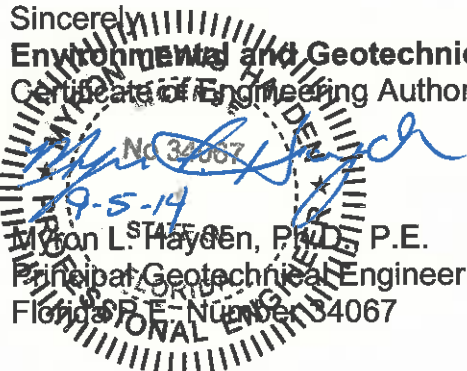
Since three (3) additional soil borings were installed for this Study, **EGS** has provided updated Soils Survey in **APPENDIX A-A**. Copies of the Soil Boring Logs and Soil Classification Data Sheets for the three (3) soil borings installed for this study have been provided in **APPENDICES A-B** and **A-C** respectively.

Results

Based on the subsurface conditions encountered in the three (3) soil borings installed for this investigation, **EGS believes** the Very Soft strata encountered in the original investigation is an isolated strata. The approximate limits of the Very Soft Zone is depicted graphically on **Figure A-1**. Due to the limited area of Very Soft Highly Plastic clay, **EGS recommends** the soft materials be overexcavated to a depth of two (2) feet below the proposed drainage pipe within the approximate limits shown in **Figure A-1**.

If you have any questions concerning the above information, please call Holt Jones, E.I. or myself.

Sincerely,
Environmental and Geotechnical Specialists, Inc.
Certificate of Engineering Authorization 6222


No. 34067
9-5-14
Myron L. Hayden, Ph.D., P.E.
Principal Geotechnical Engineer
Florida P.E. Number 34067

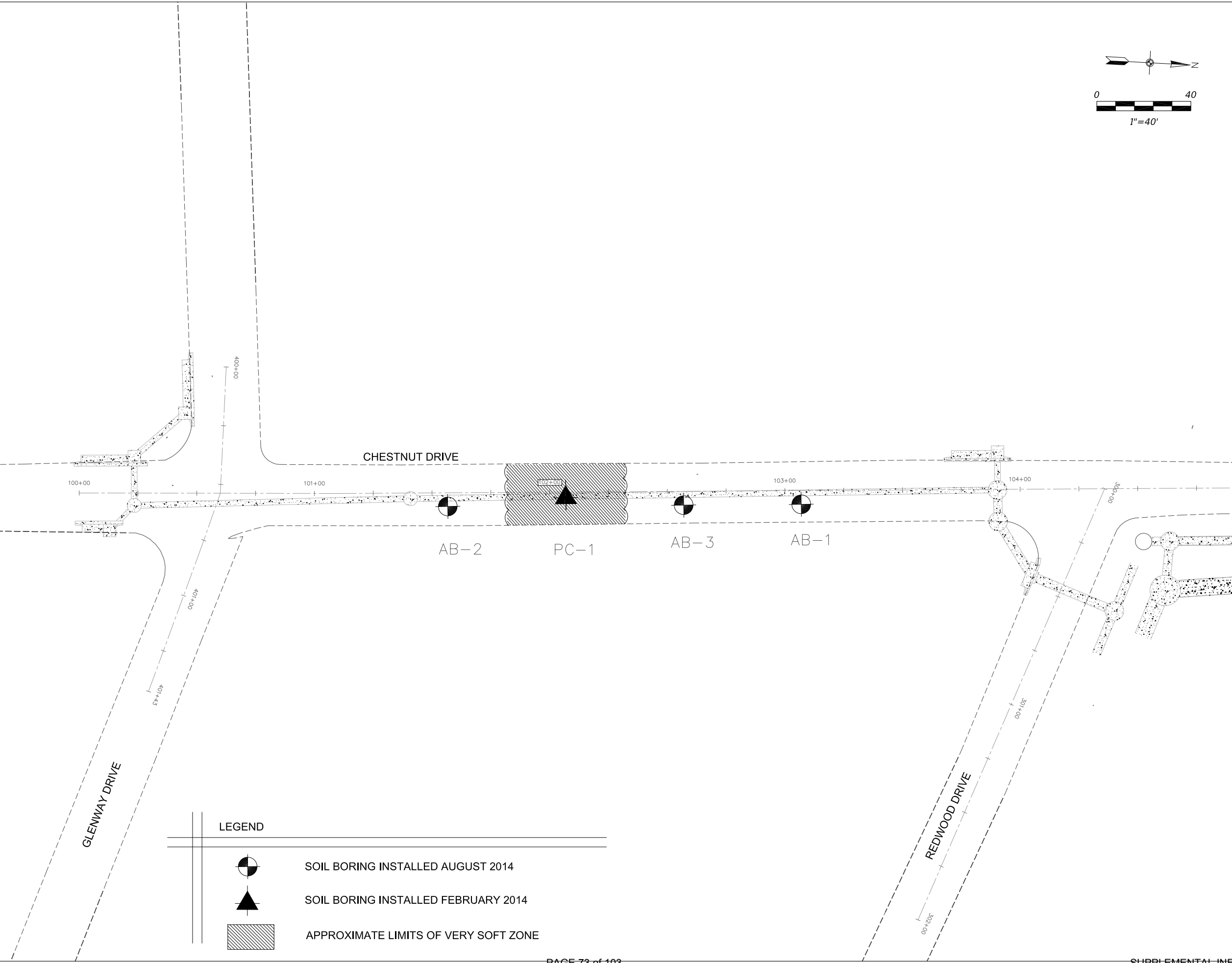
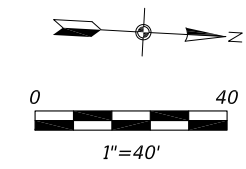
TABLE




**TABLE A-1
SOIL BORING AND GROUNDWATER DATA
DRAINAGE IMPROVEMENTS
INGLEWOOD NEIGHBORHOOD
TALLAHASSEE, FLORIDA**

BORING NUMBER	DEPTH OF SOIL BORING ¹ (FEET)	NORTHING ²	EASTING ²	GROUND SURFACE ELEVATION ³ (FEET)	MEASURED GROUNDWATER ⁴		ESTIMATED "NORMAL" SEASONAL HIGH GROUNDWATER	
					DEPTH (FEET)	ELEVATION (FEET)	DEPTH (FEET)	ELEVATION (FEET)
AB-1	15.5	526487	2045669	124.8	> 15.5	< 109.3	> 15.5	< 109.3
AB-2	15.5	526337	2045678	136.6	> 15.5	< 121.1	> 15.5	< 121.1
AB-3	15.5	526437	2045672	128.9	> 15.5	< 113.4	> 15.5	< 113.4

- NOTES:**
1. DEPTHS ARE BELOW EXISTING GROUND SURFACE.
 2. BORING LOCATIONS DETERMINED FROM PLANS PROVIDED BY GPI SOUTHEAST, INC.
 3. ELEVATIONS PROVIDED BY GPI SOUTHEAST, INC.
 4. BASED ON INITIAL GROUNDWATER ENCOUNTERED AT TIME OF BORING INSTALLATION.

FIGURE



LEGEND	
	SOIL BORING INSTALLED AUGUST 2014
	SOIL BORING INSTALLED FEBRUARY 2014
	APPROXIMATE LIMITS OF VERY SOFT ZONE

SOIL BORING LOCATION MAP
DRAINAGE IMPROVEMENTS
INGLEWOOD NEIGHBORHOOD
TALLAHASSEE, FLORIDA

DATE: SEPTEMBER 2014 FIGURE NO.: A-1



Environmental & Geotechnical Specialists, Inc.
104 North Magnolia Drive
Tallahassee, Florida 32301
Office : (850) 386-1253 Fax : (850) 386-8050

DRAWN: H. JONES, E.I. CHECKED: M. HAYDEN, P.E.

ENGINEER: M. HAYDEN, P.E.

CLIENT: GPI SOUTHEAST, INC.

PROJ. NO.: 37-50-13-02 SCALE:

APPENDIX A-A
SOIL SURVEY

REPORT OF TESTS

SOILS SURVEY – DRAINAGE IMPROVEMENTS – INGLEWOOD NEIGHBORHOOD

DATE OF SURVEY: 9-3-2014
 SURVEY MADE BY: ENVIRONMENTAL AND GEOTECHNICAL SPECIALISTS, INC.
 SUBMITTED BY: M. HAYDEN, P.E.

LOCATION: TALLAHASSEE, FLORIDA
 COUNTY: LEON

NO. OF TESTS	SIEVE ANALYSIS RESULTS PERCENT PASSING					ATTERBERG LIMITS (%)			CLASSIFICATION		COLOR	DESCRIPTION
	10 MESH	40 MESH	60 MESH	100 MESH	200 MESH	NO. OF TESTS	LIQUID LIMIT	PLASTIC INDEX	USCS GROUP	AASHTO GROUP		
5	100	77-99	45-95	23-77	14-24	-	-	-	SM	A-2-4	GRAY, BROWN	SILTY FINE SAND
8	100	89-99	63-90	42-68	26-34	4	24-39	12-23	SC	A-2-6	BROWN, GRAY	CLAYEY FINE SAND
2	100	99	93-96	58-88	36-37	2	56	39	SC	A-7-6	BROWN	PLASTIC CLAYEY SAND
4	100	97-99	94-98	90-97	81-95	4	56-134	24-68	MH	A-7-5	BROWN, GRAY	HIGHLY PLASTIC SILT


EMBANKMENT AND SUBGRADE MATERIAL


STRATA BOUNDARIES ARE APPROXIMATE.


STRATUM NOTES


- STRATUM 1 IS A FDOT "SELECT" SOIL.
- STRATUM 2 IS A "PLASTIC" SOIL AND IS NOT SUITABLE FOR REUSE AS EITHER PIPE BEDDING OR BACKFILL BELOW THE CONTROL LIMITS OF ANY PAVEMENTS OR STRUCTURE.
- STRATA 3 AND 4 ARE "HIGHLY PLASTIC" SOILS AND ARE NOT SUITABLE FOR REUSE AS BACKFILL UNLESS APPROVED BY THE ENGINEER.

LEGEND

SOIL BORING LOCATION
 INSTALLED IN FEBRUARY 2014 

SOIL BORING LOCATION
 INSTALLED IN AUGUST 2014 

GROUNDWATER NOT
 ENCOUNTERED 

MEASURED GROUNDWATER 

NOTES

- NUMBERS LEFT OF BORINGS INDICATE STANDARD PENETRATION TEST (SPT) N-VALUES FOR 12 IN. PENETRATION OR THEIR EQUIVALENT.
- NUMBERS IN CENTER OF BORINGS INDICATE THE STRATUM NUMBER.
- SOIL DESCRIPTIONS, TEST DATA, AND STANDARD PENETRATION VALUES SHOWN ARE FOR THE SOIL BORING ONLY AND MAY NOT APPLY TO ANY OTHER LOCATION. EXTRAPOLATION OF THE SOIL BORING DATA TO OTHER LOCATIONS IS THE SOLE RESPONSIBILITY OF THE PERSON PERFORMING THE EXTRAPOLATION.
- STRATA BOUNDARIES ARE APPROXIMATE.
- WATER LEVELS SHOWN REPRESENT THE WATER ELEVATIONS OF THE WATER ENCOUNTERED. FLUCTUATIONS IN THE ELEVATIONS OF THE WATER SHOULD BE EXPECTED.
- ELEVATIONS PROVIDED BY GPI SOUTHEAST, INC.

GRANULAR MATERIALS RELATIVE DENSITY	SPT (BLOWS /12 in.)	SILTS AND CLAYS CONSISTENCY	SPT (BLOWS/12 in.)
VERY LOOSE	LESS THAN 4	VERY SOFT	LESS THAN 2
LOOSE	4 - 10	SOFT	2 - 4
MEDIUM OR COMPACT	10 - 30	FIRM	4 - 8
DENSE	30 - 50	STIFF	8 - 15
VERY DENSE	GREATER THAN 50	VERY STIFF	15 - 30
		HARD	GREATER THAN 30
SPLIT-SPOON: INSIDE DIAMETER: OUTSIDE DIAMETER: AVG. HAMMER DROP: HAMMER WEIGHT: HAMMER TYPE:		1 3/8 in. 2.0 in. 30.0 in. 140 lbs. Safety	

IFB 0145-16-RM-BC			SEAL:			Environmental & Geotechnical Specialists, Inc.  104 NORTH MAGNOLIA DRIVE TALLAHASSEE, FLORIDA 32301 OFFICE: (850) 386-1293 FAX: (850) 385-8050 Cert. of Auth.: 6222			GPI SOUTHEAST, INC. PROJECT TITLE INGLEWOOD NEIGHBORHOOD DRAINAGE IMPROVEMENTS			SOILS SURVEY REPORT OF TESTS (SHEET 1 OF 3) SUPPLEMENTAL INFORMATION		
			M. HAYDEN, P.E.											
			P.E. NO.: 34067											

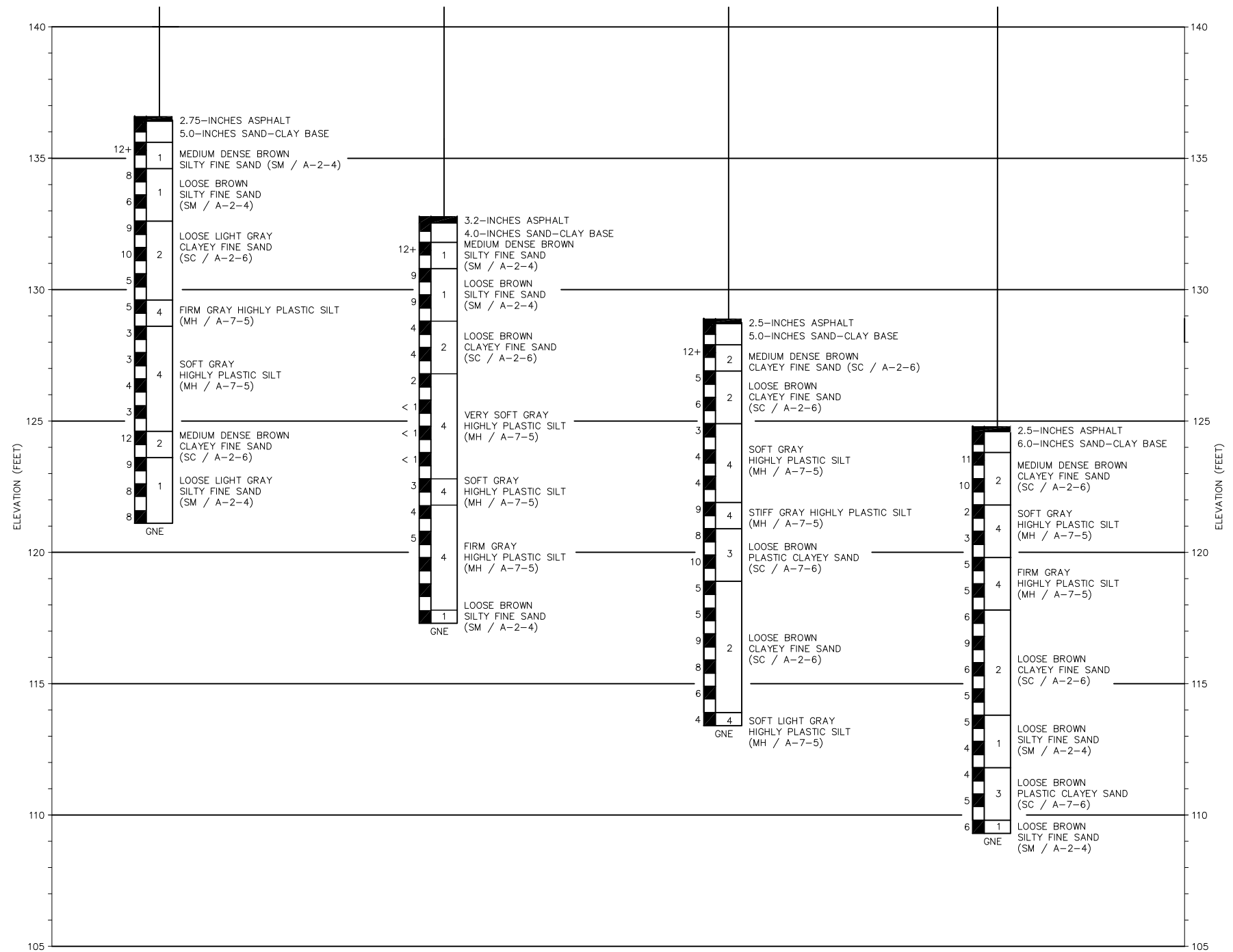
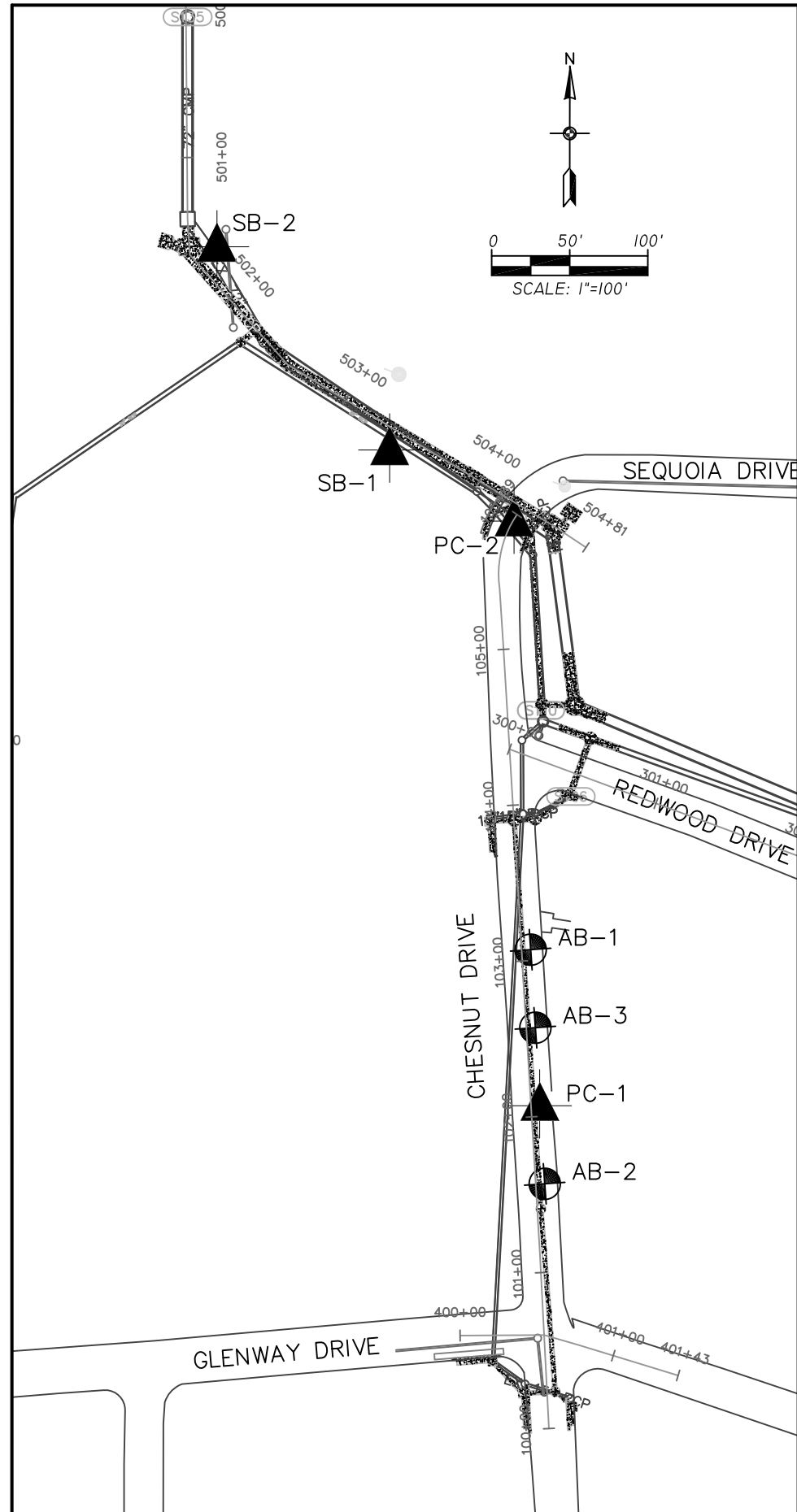
DRAINAGE IMPROVEMENTS – INGLEWOOD NEIGHBORHOOD

BORING NO. AB-2
 DATE DRILLED 8/22/2014
 ELEV. 136.6
 NORTHING 526337
 EASTING 2045678

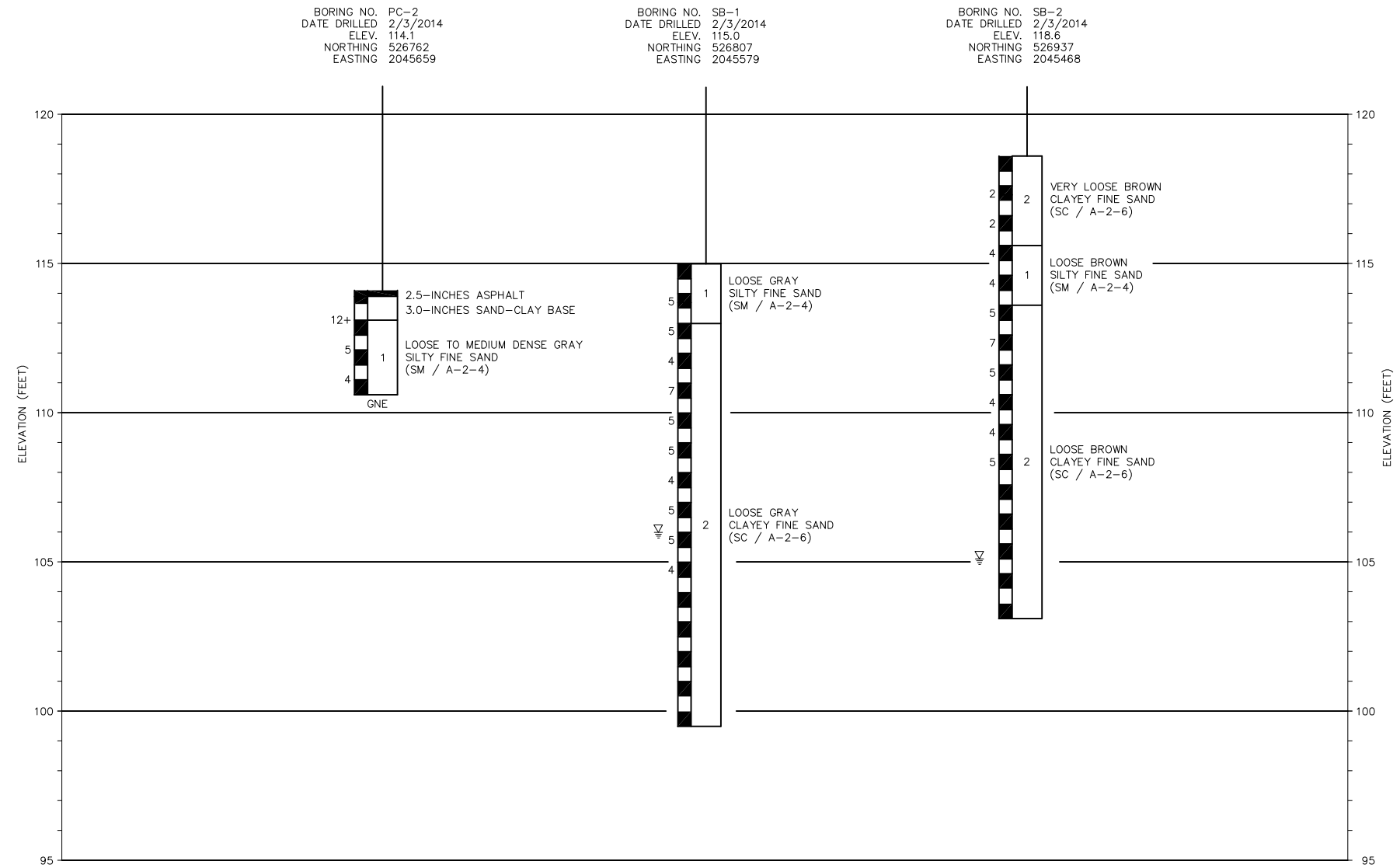
BORING NO. PC-1
 DATE DRILLED 2/3/2014
 ELEV. 132.8
 NORTHING 526387
 EASTING 2045675

BORING NO. AB-3
 DATE DRILLED 8/22/2014
 ELEV. 128.9
 NORTHING 526437
 EASTING 2045672

BORING NO. AB-1
 DATE DRILLED 8/22/2014
 ELEV. 124.8
 NORTHING 526487
 EASTING 2045669



DRAINAGE IMPROVEMENTS – INGLEWOOD NEIGHBORHOOD



APPENDIX A-B
SOIL BORINGS LOGS

**ENVIRONMENTAL & GEOTECHNICAL
SPECIALISTS, INC.**

104 North Magnolia Drive
Tallahassee, Florida 32301
Office #: (850) 386-1253
Fax #: (850) 385-8050

PROJECT: DRAINAGE IMPROVEMENTS - INGLEWOOD

CLIENT: GPI SOUTHEAST, INC.

PROJECT NO.: 37-50-13-02

PROJECT LOCATION: TALLAHASSEE, FLORIDA

BORING NO.: AB-1

DRILLER: U. DALTON

DEPTH TO WATER: INITIAL: ∇ > 15.5'

24 HR: ∇

HAMMER TYPE: CPI

NORTHING: 526487

EASTING: 2045669

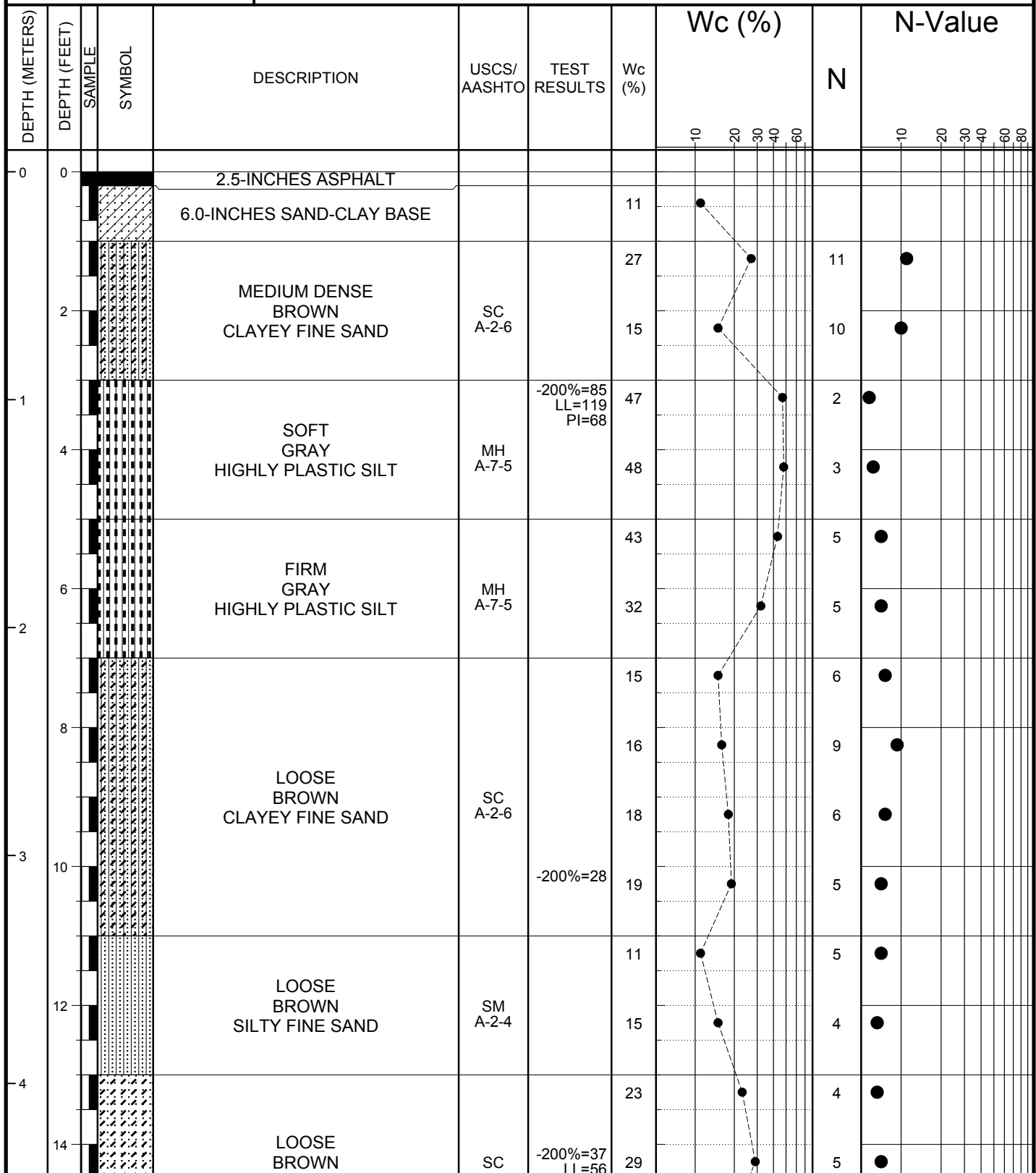
ELEVATION (FEET): 128.9 N/A

DATE: 8/22/2014

FLUID LOSS: N/A

N/M **CAVING** ∇ **NONE**

This information pertains only to this boring and should not be interpreted as being indicative of the site.



NOTES: N/M MEANS NOT MEASURED
N/A MEANS NOT AVAILABLE

**ENVIRONMENTAL & GEOTECHNICAL
SPECIALISTS, INC.**

104 North Magnolia Drive
Tallahassee, Florida 32301
Office #: (850) 386-1253
Fax #: (850) 385-8050

PROJECT: DRAINAGE IMPROVEMENTS - INGLEWOOD

CLIENT: GPI SOUTHEAST, INC.

PROJECT NO.: 37-50-13-02

PROJECT LOCATION: TALLAHASSEE, FLORIDA

BORING NO.: AB-2

DRILLER: D. KENDALL/C. CORBIN

DEPTH TO WATER: INITIAL: ∇ > 15.5'

HAMMER TYPE: CPI

NORTHING: 526337

EASTING: 2045678

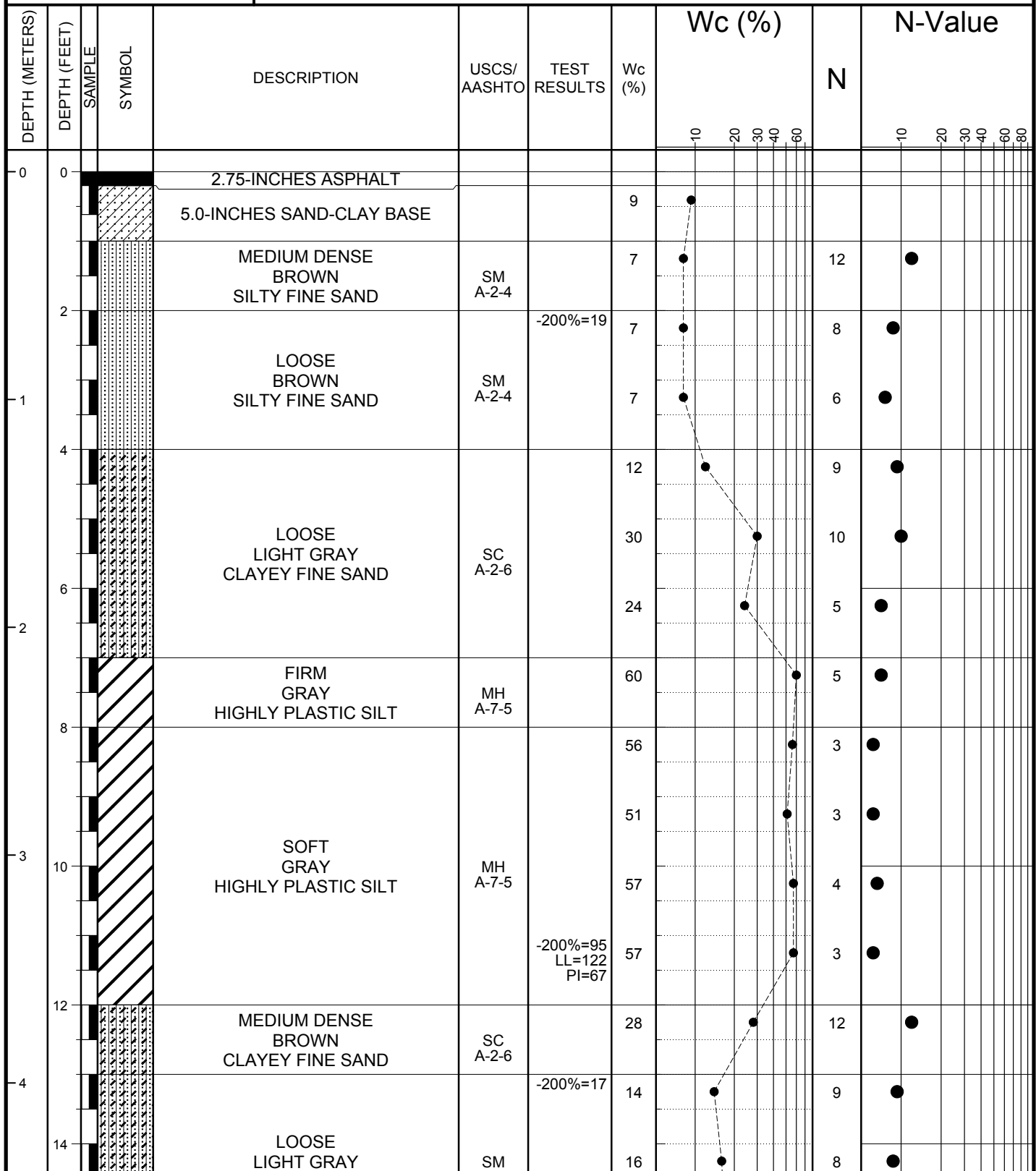
ELEVATION (FEET): 124.8 N/A

DATE: 8/22/2014

FLUID LOSS: N/A

24 HR: ∇ N/M CAVING > ∇ NONE

This information pertains only to this boring and should not be interpreted as being indicative of the site.



NOTES: N/M MEANS NOT MEASURED
N/A MEANS NOT AVAILABLE

**ENVIRONMENTAL & GEOTECHNICAL
SPECIALISTS, INC.**

104 North Magnolia Drive
Tallahassee, Florida 32301
Office #: (850) 386-1253
Fax #: (850) 385-8050

PROJECT: DRAINAGE IMPROVEMENTS - INGLEWOOD

CLIENT: GPI SOUTHEAST, INC.

PROJECT NO.: 37-50-13-02

PROJECT LOCATION: TALLAHASSEE, FLORIDA

BORING NO.: AB-2

DRILLER: D. KENDALL/C. CORBIN

DEPTH TO WATER: INITIAL: ∇ > 15.5'

24 HR: ∇

HAMMER TYPE: CPI

NORTHING: 526337

EASTING: 2045678

ELEVATION (FEET): 124.8 N/A

DATE: 8/22/2014

FLUID LOSS: N/A

N/M

CAVING: ∇ NONE

This information pertains only to this boring and should not be interpreted as being indicative of the site.

DEPTH (METERS)	DEPTH (FEET)	SAMPLE	SYMBOL	DESCRIPTION	USCS/ AASHTO	TEST RESULTS	Wc (%)	Wc (%)				N	N-Value							
								10	20	30	40		60	10	20	30	40	60	80	
				SILTY FINE SAND	A-2-4		17					8								
5	16																			
6	20																			
7	24																			
8	26																			
	28																			

NOTES: N/M MEANS NOT MEASURED
N/A MEANS NOT AVAILABLE

**ENVIRONMENTAL & GEOTECHNICAL
SPECIALISTS, INC.**

104 North Magnolia Drive
Tallahassee, Florida 32301
Office #: (850) 386-1253
Fax #: (850) 385-8050

PROJECT: DRAINAGE IMPROVEMENTS - INGLEWOOD

CLIENT: GPI SOUTHEAST, INC.

PROJECT NO.: 37-50-13-02

PROJECT LOCATION: TALLAHASSEE, FLORIDA

BORING NO.: AB-3

DRILLER: D. KENDALL

DEPTH TO WATER: INITIAL: ∇ > 15.5'

24 HR: ∇

HAMMER TYPE: HAND

NORTHING: 526487

EASTING: 2045669

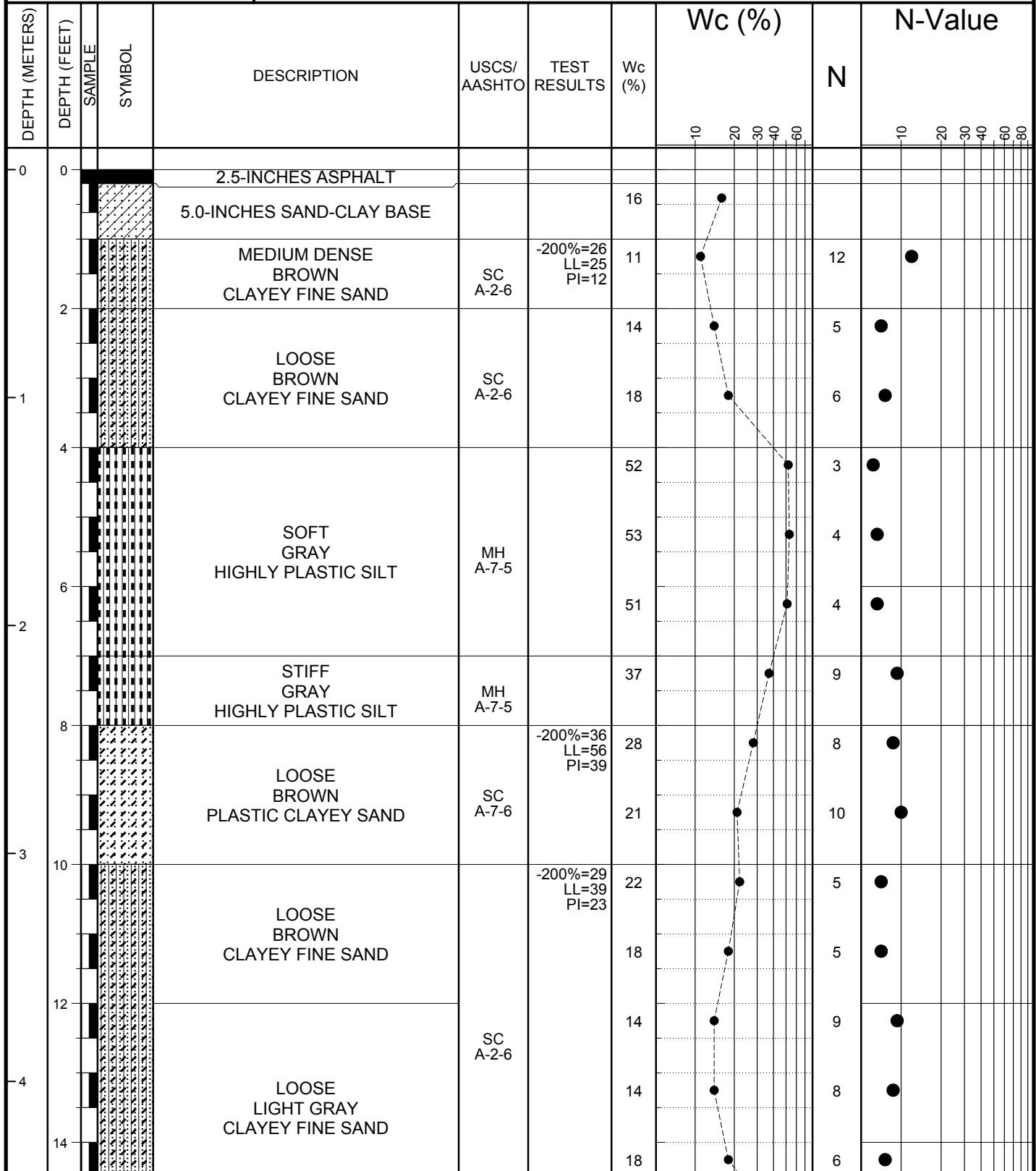
ELEVATION (FEET): 136.6 N/A

DATE: 8/22/2014

FLUID LOSS: N/A

N/M **CAVING** ∇ **NONE**

This information pertains only to this boring and should not be interpreted as being indicative of the site.



**NOTES: N/M MEANS NOT MEASURED
N/A MEANS NOT AVAILABLE**

APPENDIX A-C

SOIL CLASSIFICATION DATA SHEETS

SOIL CLASSIFICATION DATA

Project: DRAINAGE IMPROVEMENTS - INGLEWOOD NEIGHBORHOOD

Client: GPI SOUTHEAST, INC.

Project No.: 37-50-13-02

Boring: AB-1

Location: TALLAHASSEE, FLORIDA

DEPTH (FEET)	Wc (%)	-4 (%)	-10 (%)	-20 (%)	-40 (%)	-60 (%)	-100 (%)	-200 (%)	LL	PI	Org. (%)	N Value	USCS	AASHTO	Mat. No.	Description
0.0-0.2																2.5-INCHES ASPHALT
0.2-0.7	11															6.0-INCHES SAND-CLAY BASE
1.0-1.5	27											11	SC	A-2-6	2	MEDIUM DENSE BROWN CLAYEY FINE SAND
2.0-2.5	15											10	SC	A-2-6	2	MEDIUM DENSE BROWN CLAYEY FINE SAND
3.0-3.5	47	100	100	99	97	94	91	85	119	68		2	MH	A-7-5	4	SOFT GRAY HIGHLY PLASTIC SILT
4.0-4.5	48											3	MH	A-7-5	4	SOFT GRAY HIGHLY PLASTIC SILT
5.0-5.5	43											5	MH	A-7-5	4	FIRM GRAY HIGHLY PLASTIC SILT
6.0-6.5	32											5	MH	A-7-5	4	FIRM GRAY HIGHLY PLASTIC SILT
7.0-7.5	15											6	SC	A-2-6	2	LOOSE BROWN CLAYEY FINE SAND
8.0-8.5	16											9	SC	A-2-6	2	LOOSE BROWN CLAYEY FINE SAND
9.0-9.5	18											6	SC	A-2-6	2	LOOSE BROWN CLAYEY FINE SAND
10.0-10.5	19	100	100	100	99	90	53	28				5	SC	A-2-6	2	LOOSE BROWN CLAYEY FINE SAND
11.0-11.5	11											5	SM	A-2-4	1	LOOSE BROWN SILTY FINE SAND

SOIL CLASSIFICATION DATA

Project: DRAINAGE IMPROVEMENTS - INGLEWOOD NEIGHBORHOOD

Client: GPI SOUTHEAST, INC.

Project No.: 37-50-13-02

Boring: AB-1

Location: TALLAHASSEE, FLORIDA

DEPTH (FEET)	Wc (%)	-4 (%)	-10 (%)	-20 (%)	-40 (%)	-60 (%)	-100 (%)	-200 (%)	LL	PI	Org. (%)	N Value	USCS	AASHTO	Mat. No.	Description
12.0-12.5	15											4	SM	A-2-4	1	LOOSE BROWN SILTY FINE SAND
13.0-13.5	23											4	SC	A-7-6	3	LOOSE BROWN PLASTIC CLAYEY SAND
14.0-14.5	29	100	100	100	99	93	58	37	56	39		5	SC	A-7-6	3	LOOSE BROWN PLASTIC CLAYEY SAND
15.0-15.5	18											6	SM	A-2-4	1	LOOSE BROWN SILTY FINE SAND

SOIL CLASSIFICATION DATA

Project: DRAINAGE IMPROVEMENTS - INGLEWOOD NEIGHBORHOOD

Client: GPI SOUTHEAST, INC.

Project No.: 37-50-13-02

Boring: AB-2

Location: TALLAHASSEE, FLORIDA

DEPTH (FEET)	Wc (%)	-4 (%)	-10 (%)	-20 (%)	-40 (%)	-60 (%)	-100 (%)	-200 (%)	LL	PI	Org. (%)	N Value	USCS	AASHTO	Mat. No.	Description
0.0-0.2																2.75-INCHES ASPHALT
0.2-0.6	9															5.0-INCHES SAND-CLAY BASE
1.0-1.5	7											12	SM	A-2-4	1	MEDIUM DENSE BROWN SILTY FINE SAND
2.0-2.5	7	100	100	99	90	61	39	19				8	SM	A-2-4	1	LOOSE BROWN SILTY FINE SAND
3.0-3.5	7											6	SM	A-2-4	1	LOOSE BROWN SILTY FINE SAND
4.0-4.5	12											9	SC	A-2-6	2	LOOSE LIGHT GRAY CLAYEY FINE SAND
5.0-5.5	30											10	SC	A-2-6	2	LOOSE LIGHT GRAY CLAYEY FINE SAND
6.0-6.5	24											5	SC	A-2-6	2	LOOSE LIGHT GRAY CLAYEY FINE SAND
7.0-7.5	60											5	MH	A-7-5	4	FIRM GRAY HIGHLY PLASTIC SILT
8.0-8.5	56											3	MH	A-7-5	4	SOFT GRAY HIGHLY PLASTIC SILT
9.0-9.5	51											3	MH	A-7-5	4	SOFT GRAY HIGHLY PLASTIC SILT
10.0-10.5	57											4	MH	A-7-5	4	SOFT GRAY HIGHLY PLASTIC SILT
11.0-11.5	57	100	100	100	99	98	97	95	122	67		3	MH	A-7-5	4	SOFT GRAY HIGHLY PLASTIC SILT

SOIL CLASSIFICATION DATA

Project: DRAINAGE IMPROVEMENTS - INGLEWOOD NEIGHBORHOOD

Client: GPI SOUTHEAST, INC.

Project No.: 37-50-13-02

Boring: AB-2

Location: TALLAHASSEE, FLORIDA

DEPTH (FEET)	Wc (%)	-4 (%)	-10 (%)	-20 (%)	-40 (%)	-60 (%)	-100 (%)	-200 (%)	LL	PI	Org. (%)	N Value	USCS	AASHTO	Mat. No.	Description
12.0-12.5	28											12	SC	A-2-6	2	MEDIUM DENSE BROWN CLAYEY FINE SAND
13.0-13.5	14	100	100	100	99	95	77	17				9	SM	A-2-4	1	LOOSE LIGHT GRAY SILTY FINE SAND
14.0-14.5	16											8	SM	A-2-4	1	LOOSE LIGHT GRAY SILTY FINE SAND
15.0-15.5	17											8	SM	A-2-4	1	LOOSE LIGHT GRAY SILTY FINE SAND

SOIL CLASSIFICATION DATA

Project: DRAINAGE IMPROVEMENTS - INGLEWOOD NEIGHBORHOOD

Client: GPI SOUTHEAST, INC.

Project No.: 37-50-13-02

Boring: AB-3

Location: TALLAHASSEE, FLORIDA

DEPTH (FEET)	Wc (%)	-4 (%)	-10 (%)	-20 (%)	-40 (%)	-60 (%)	-100 (%)	-200 (%)	LL	PI	Org. (%)	N Value	USCS	AASHTO	Mat. No.	Description
0.0-0.2																2.5-INCHES ASPHALT
0.2-0.6	16															5.0-INCHES SAND-CLAY BASE
1.0-1.5	11	100	100	99	90	63	42	26	25	12		12	SC	A-2-6	2	MEDIUM DENSE BROWN CLAYEY FINE SAND
2.0-2.5	14											5	SC	A-2-6	2	LOOSE BROWN CLAYEY FINE SAND
3.0-3.5	18											6	SC	A-2-6	2	LOOSE BROWN CLAYEY FINE SAND
4.0-4.5	52											3	MH	A-7-5	4	SOFT GRAY HIGHLY PLASTIC SILT
5.0-5.5	53											4	MH	A-7-5	4	SOFT GRAY HIGHLY PLASTIC SILT
6.0-6.5	51											4	MH	A-7-5	4	SOFT GRAY HIGHLY PLASTIC SILT
7.0-7.5	37											9	MH	A-7-5	4	STIFF GRAY HIGHLY PLASTIC SILT
8.0-8.5	28	100	100	100	99	96	88	36	56	39		8	SC	A-7-6	3	LOOSE BROWN PLASTIC CLAYEY SAND
9.0-9.5	21											10	SC	A-7-6	3	LOOSE BROWN PLASTIC CLAYEY SAND
10.0-10.5	22	100	100	100	98	89	68	29	39	23		5	SC	A-2-6	2	LOOSE BROWN CLAYEY FINE SAND
11.0-11.5	18											5	SC	A-2-6	2	LOOSE BROWN CLAYEY FINE SAND

SOIL CLASSIFICATION DATA

Project: DRAINAGE IMPROVEMENTS - INGLEWOOD NEIGHBORHOOD

Client: GPI SOUTHEAST, INC.

Project No.: 37-50-13-02

Boring: AB-3

Location: TALLAHASSEE, FLORIDA

DEPTH (FEET)	Wc (%)	-4 (%)	-10 (%)	-20 (%)	-40 (%)	-60 (%)	-100 (%)	-200 (%)	LL	PI	Org. (%)	N Value	USCS	AASHTO	Mat. No.	Description
12.0-12.5	14											9	SC	A-2-6	2	LOOSE LIGHT GRAY CLAYEY FINE SAND
13.0-13.5	14											8	SC	A-2-6	2	LOOSE LIGHT GRAY CLAYEY FINE SAND
14.0-14.5	18											6	SC	A-2-6	2	LOOSE LIGHT GRAY CLAYEY FINE SAND
15.0-15.5	45											4	MH	A-7-5	4	SOFT LIGHT GRAY HIGHLY PLASTIC SILT



Jonathan P. Steverson
Executive Director

Northwest Florida Water Management District

Carr Building, Suite 225, 3800 Commonwealth Blvd., MS LS225,
Tallahassee, Florida 32399
(850) 921-2986 (Fax) 921-3082

October 20, 2014

Jodie Cahoon
City of Tallahassee
300 South Adams Street, B-35
Tallahassee, FL 32301

**Re: Notice of Final Agency Action - Determination of Qualification
General Environmental Resource Permit**

Project Name: Inglewood Neighborhood Drainage Improvement Project
Permit Number: 1643

Dear Jodie Cahoon:

The District has received your notice of intent to use a General Environmental Resource Permit. Based upon the submitted information, the proposed activity qualifies for a General Environmental Resource Permit pursuant to Chapter 62-330, Florida Administrative Code (F.A.C.). The proposed activity is subject to the general conditions in Rule 62-330.405, F.A.C. (see attached Exhibit A) and the specific conditions of Rule 62-330.451 F.A.C. (see attached Exhibit B). Deviations from these conditions may subject you to enforcement action and possible penalties. You are responsible for conducting construction in a manner that satisfies all criteria.

Please be advised that the District has not published a notice in the newspaper advising the public that this activity has qualified for the use of a General Environmental Resource Permit. Publication, using the District form, notifies the public of their right to challenge the issuance of this permit. If proper notice is given by publication, third parties have a 21-day time limit to file a petition opposing the issuance of the permit. If you do not publish, a party's right to challenge the issuance of the permit extends for an indefinite period of time. If you wish to have certainty that the period for filing such a challenge is closed, then you may publish, at your own expense, such a notice in a newspaper of general circulation. A copy of the form of the notice and a list of newspapers of general circulation is attached for your information. If you do publish a notice, please submit a copy of the published notice to the District for our records.

GEORGE ROBERTS
Chair
Panama City

JERRY PATE
Vice Chair
Pensacola

JOHN ALTER
Malone

GUS ANDREWS
DeFuniak Springs

STEPHANIE BLOYD
Panama City Beach

GARY CLARK
Chipley

JON COSTELLO
Tallahassee

NICK PATRONIS
Panama City Beach

BO SPRING
Port Saint Joe

Jodie Cahoon
October 20, 2014
Page 2

This verification of qualification to use a General Environmental Resource Permit does not eliminate the need for obtaining all necessary permits or approvals from other agencies.

Should you have any questions regarding your permit, its conditions, or additional forms or information you need to submit, please contact your permit reviewer, Ronald R. Potts, P.E., P.G., at 850-921-2986, or by e-mail: ron.potts@nfwmd.state.fl.us.

Sincerely,

A handwritten signature in blue ink, appearing to read "Michael Bateman".

Michael Bateman
Chief, Bureau of Environmental Resource Regulation

cc: Alan Wise

Enclosures: Notice of Rights
Sample Newspaper Notice

Exhibit A
General Conditions for all General Permits
Rule 62-330.405, Florida Administrative Code

62-330.405 General Conditions for All General Permits.

The following general permit conditions are binding upon the permittee and are enforceable under Chapter 373, F.S. These conditions do not apply to the general permit in Section 403.814(12), F.S.

(1) The general permit is valid only for the specific activity indicated. Any deviation from the specified activity and the conditions for undertaking that activity shall constitute a violation of the permit and may subject the permittee to enforcement action and revocation of the permit under Chapter 373, F.S.

(2) This general permit does not eliminate the necessity to obtain any required federal, state, local and special district authorizations prior to the start of any construction, alteration, operation, maintenance, removal or abandonment authorized by this permit.

(3) This general permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the general permit.

(4) The general permit does not relieve the permittee from liability and penalties when the permitted activity causes harm or injury to: human health or welfare; animal, plant or aquatic life; or property. It does not allow the permittee to cause pollution that violates state water quality standards.

(5) Section 253.77, F.S., provides that a person may not commence any excavation, construction, or other activity involving the use of state-owned or other lands of the state, the title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund without obtaining the required consent, lease, easement, or other form of authorization authorizing the proposed use. Therefore, the permittee is responsible for obtaining any necessary authorizations from the Board of Trustees prior to commencing activity on state-owned lands.

(6) The authorization to conduct activities under a general permit may be modified, suspended or revoked in accordance with Chapter 120, F.S., and Section 373.429, F.S.

(7) This permit shall not be transferred to a third party except pursuant to Rule 62-330.340, F.A.C. The permittee transferring the general permit shall remain liable for any corrective actions that may be required as a result of any permit violations prior to sale, conveyance, or other transfer of ownership or control of the permitted project, activity, or the real property at which the permitted project or activity is located.

(8) Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample and test the permitted system to ensure conformity with the plans and specifications approved by the permit.

(9) The permittee shall maintain any permitted project or activity in accordance with the plans submitted to the Agency and authorized in this general permit.

(10) A permittee's right to conduct a specific activity under this general permit is authorized for a duration of five years.

(11) Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be implemented and maintained immediately prior to, during, and after construction as needed to stabilize all disturbed areas, including other measures specified in the permit to prevent adverse impacts to the water resources and adjacent lands. Erosion and sediment control measures shall be installed and maintained in accordance with the *State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation June 2007)*, available at www.dep.state.fl.us/water/wetlands/docs/erp/FLerosionSedimentManual_6_07.pdf, and the *Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008)*, available at www.dep.state.fl.us/water/nonpoint/docs/erosion/erosion-inspectors-manual.pdf.

(12) Unless otherwise specified in the general permit, temporary vehicular access within wetlands during construction shall be performed using vehicles generating minimum ground pressure to minimize rutting and other

environmental impacts. Within forested wetlands, the permittee shall choose alignments that minimize the destruction of mature wetland trees to the greatest extent practicable. When needed to prevent rutting or soil compaction, access vehicles shall be operated on wooden, composite, metal, or other non-earthen construction mats. In all cases, access in wetlands shall comply with the following:

(a) Access within forested wetlands shall not include the cutting or clearing of any native wetland tree having a diameter 4 inches or greater at breast height;

(b) The maximum width of the construction access area shall be limited to 15 feet;

(c) All mats shall be removed within 72 hours after the work commences; and

(d) Areas disturbed for access shall be restored to natural grades immediately after the maintenance or repair is completed.

(13) Barges or other work vessels used to conduct in-water activities shall be operated in a manner that prevents unauthorized dredging, water quality violations, and damage to submerged aquatic communities.

(14) The construction, alteration, or use of the authorized project shall not adversely impede navigation or create a navigational hazard in the water body.

(15) Except where specifically authorized in a general permit, activities must not:

(a) Impound or obstruct existing water flow, cause adverse impacts to existing surface water storage and conveyance capabilities, or otherwise cause adverse water quantity or flooding impacts to receiving water and adjacent lands;

(b) Cause an adverse impact to the maintenance of surface or ground water levels or surface water flows established pursuant to Section 373.042, F.S., or a Works of the District established pursuant to Section 373.086, F.S.; or

(16) If any prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, dugout canoes, or any other physical remains that could be associated with Native American cultures, or early colonial or American settlement are encountered at any time within the project site area, work involving subsurface disturbance in the immediate vicinity of such discoveries shall cease. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance and Review Section, at (850) 245-6333 or (800) 847-7278, as well as the appropriate permitting agency office. Such subsurface work shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and notification shall be provided in accordance with Section 872.05, F.S.

(17) The activity must be capable, based on generally accepted engineering and scientific principles, of being performed and of functioning as proposed, and must comply with any applicable District special basin and geographic area criteria.

(18) The permittee shall comply with the following when performing work within waters accessible to federally- or state-listed aquatic species, such as manatees, marine turtles, smalltooth sawfish, and Gulf sturgeon:

(a) All vessels associated with the project shall operate at "Idle Speed/No Wake" at all times while in the work area and where the draft of the vessels provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.

(b) All deployed siltation or turbidity barriers shall be properly secured, monitored, and maintained to prevent entanglement or entrapment of listed species.

(c) All in-water activities, including vessel operation, must be shutdown if a listed species comes within 50 feet of the work area. Activities shall not resume until the animal(s) has moved beyond a 50-foot radius of the in-water work, or until 30 minutes elapses since the last sighting within 50 feet. Animals must not be herded away or harassed into leaving. All on-site project personnel are responsible for observing water-related activities for the presence of listed species.

(d) Any listed species that is killed or injured by work associated with activities performed shall be reported immediately to the Florida Fish and Wildlife Conservation Commission (FWC) Hotline at 1(888)404-3922 and ImperiledSpecies@myFWC.com.

(e) Whenever there is a spill or frac-out of drilling fluid into waters accessible to the above species during a directional drilling operation, the FWC shall be notified at imperiledspecies@myfwc.com with details of the event within 24 hours following detection of the spill or frac-out.

(19) The permittee shall hold and save the Agency harmless from any and all damages, claims, or liabilities which may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any activity authorized by the general permit.

(20) The permittee shall immediately notify the Agency in writing of any submitted information that is discovered to be inaccurate.

Rulemaking Authority 373.026(7), 373.043, 373.118(1), 373.406(5), 373.4131, 373.414(9), 373.4145, 373.418, 403.805(1) FS. Law Implemented 373.044, 373.118(1), 373.129, 373.136, 373.406(5), 373.413, 373.4131, 373.414(9), 373.4145, 373.416, 373.422, 373.423, 373.429, 403.814(1) FS. History—New 10-3-95, Amended 10-1-07, Formerly 62-341.215, Amended 10-1-13.

Exhibit B
General Permit to Counties, Municipalities, and other Agencies to Conduct Stormwater Retrofit Activities
Rule 62-330.451, Florida Administrative Code

62-330.451 General Permit to Counties, Municipalities, and other Agencies to Conduct Stormwater Retrofit Activities.

(1) A general permit is granted to counties, municipalities, state agencies and water management districts to construct, operate and maintain stormwater retrofit activities as authorized below for improving existing surface water and stormwater systems. This general permit may be used in conjunction with exempt activities.

(2) Types of stormwater retrofit activities authorized under this general permit are:

(a) Construction or alteration that will add additional treatment or attenuation capacity and capability to an existing stormwater management system;

(b) The modification, reconstruction, or relocation of an existing stormwater management system or stormwater discharge facility;

(c) Stabilization of eroding banks, and installation of structures such as gabions to limit sidebank erosion; or

(d) Excavation or dredging to remove sediments or other pollutants that have accumulated in existing surface waters as a result of stormwater runoff and stormwater discharges, provided the material removed is not deposited in existing wetlands or other surface waters.

(3) Stormwater retrofit activities shall not:

(a) Be proposed or implemented for the purpose of providing the water quality treatment or flood control needed to serve new development or redevelopment; or

(b) Include a dam that has more than 50 acre-feet of storage capacity if the dam is more than five feet high, nor a dam having a height of ten or more feet, regardless of storage capacity. Height is measured from the top of the dam to the natural bed of the stream or watercourse at the downward toe of the dam, or from the lowest elevation of the outside limit of the dam to the maximum elevation of the dam.

(4) There is no limit to the acreage of stormwater retrofit activities in artificial waters. Work in wetlands and non-artificial surface waters shall be limited to no more than 0.5 acre.

(5) A stormwater quality retrofit activity must result in at least one of the following:

(a) Addition of treatment capacity to an existing stormwater management system such that it reduces stormwater pollutant loadings to receiving waters;

(b) Addition of treatment or attenuation capability to an existing developed area when either the existing stormwater management system or the developed area has substandard stormwater treatment or attenuation capabilities, compared to what would be required for a new system requiring a permit under Part IV of Chapter 373, F.S.; or

(c) Removal of pollutants generated by, or resulting from, previous stormwater discharges.

(6) A water quantity retrofit project proposed to reduce existing flooding problems must be designed in such a way that the project does not:

(a) Result in a net reduction in water quality treatment provided by the existing stormwater management system;

(b) Increase discharges of untreated stormwater entering receiving waters;

(7) The project must be designed, constructed, and implemented so that it will be implemented as a complete, stand-alone project within the construction phase duration of a general permit, and such that it will not at any time during its construction or operation:

(a) Cause or contribute to any water quality violations;

(b) Contribute to any existing violation if it discharges pollutants into waters where existing ambient water quality does not meet water quality standards for those pollutants. In such a case, the project must include measures that will cause a net improvement in the receiving waters for those pollutants in accordance with Section 373.414(1)(b)3., F.S.;

(c) Adversely affect the value of functions provided to fish and wildlife by wetlands or other surface waters;

(d) Adversely affect the hydroperiod of wetlands on adjacent lands or the hydroperiod of other wetlands upstream, downstream, or adjoining to the work area under subsection (4), above;

(e) Cause or contribute to increased flooding of adjacent lands or cause new adverse water quantity impacts to receiving waters;

(f) Add or increase any chemical treatment;

(g) Be operated by pumps or other mechanical or adjustable features;

(h) Adversely impact the maintenance of surface or ground water levels or surface water flows established pursuant to Section 373.042, F.S.

(8) The entity conducting this general permit must conduct at least one pre-notice meeting with Agency staff having responsibility for the review of the proposed activities. The notice required in Rule 62-330.402, F.A.C., shall include materials reflecting the recommendations of the Agency discussed during that meeting, and demonstrating compliance with the above, including a certification by a registered professional that the proposed activity will meet the criteria specified above. Such certification shall include appropriate design analyses, pollutant loading analyses, modeling and other engineering calculations, drawings, specifications and other information to support, describe, verify, and document the registered professional's certification.

(9) Nothing in this general permit will preclude a county or municipality from obtaining and implementing a Basin Management Action Plan with water quality credits for activities performed under this authorization.

(10) Within 30 days after completion of construction, a registered professional shall submit certification that construction was completed in substantial conformance with the plans and calculations that were submitted in the notice to use this general permit.

Rulemaking Authority 373.026(7), 373.043, 373.118(1), 373.118(6), 373.406(5), 373.4131, 373.414(9), 373.418, 403.805(1) FS. Law Implemented 373.118(1), (6), 373.406(5), 373.413, 373.4131, 373.414(9), 373.416, 373.418 FS. History—New 10-1-13.



NOTICE OF RIGHTS



The following information addresses procedures to be followed if you desire an administrative hearing or other review of agency action.

PETITION FOR FORMAL ADMINISTRATIVE PROCEEDINGS

Any person whose substantial interests are or may be affected by the action described in the enclosed Notice of Agency Action, may petition for an administrative hearing in accordance with the requirements of section 28-106.201, Florida Administrative Code, or may choose to pursue mediation as an alternative remedy under section 120.573, Florida Statutes, before the deadline for filing a petition. Pursuit of mediation will not adversely affect the right to administrative proceedings in the event mediation does not result in a settlement. Petitions for an administrative hearing must be filed with the Agency Clerk of the Northwest Florida Water Management District, 81 Water Management Drive, Havana, Florida 32333-9700 by the deadline specified in the attached cover letter. Failure to file a petition within this time period shall constitute a waiver of any rights such person may have to request an administrative determination (hearing) under section 120.57, Florida Statutes, concerning the subject permit application. Petitions which are not filed in accordance with the above provisions are subject to dismissal.

DISTRICT COURT OF APPEAL

A party who is adversely affected by final agency action on the permit application and who has exhausted available administrative remedies is entitled to judicial review in the District Court of Appeal pursuant to section 120.68, Florida Statutes. Review under section 120.68, Florida Statutes, is initiated by filing a Notice of Appeal in the appropriate District Court of Appeal in accordance with Florida Rule of Appellate Procedure 9.110.

SECTION 28-106.201, FLORIDA ADMINISTRATIVE CODE, INITIATION OF PROCEEDINGS

- (1) Unless otherwise provided by statute, and except for agency enforcement and disciplinary actions that shall be initiated under Rule 28-106.2015, F.A.C., initiation of proceedings shall be made by written petition to the agency responsible for rendering final agency action. The term "petition" includes any document that requests an evidentiary proceeding and asserts the existence of a disputed issue of material fact. Each petition shall be legible and on 8 1/2 by 11 inch white paper. Unless printed, the impression shall be on one side of the paper only and lines shall be double-spaced.
- (2) All petitions filed under these rules shall contain:
 - (a) The name and address of each agency affected and each agency's file or identification number, if known;
 - (b) The name, address, any e-mail address, any facsimile number, and telephone number of the petitioner, if the petitioner is not represented by an attorney or a qualified representative; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests will be affected by the agency determination;
 - (c) A statement of when and how the petitioner received notice of the agency decision;
 - (d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
 - (e) A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the agency's proposed action;
 - (f) A statement of the specific rules or statutes the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and
 - (g) A statement of the relief sought by the petitioner, stating precisely the action petitioner wishes the agency to take with respect to the agency's proposed action.
- (3) Upon receipt of a petition involving disputed issues of material fact, the agency shall grant or deny the petition, and if granted shall, unless otherwise provided by law, refer the matter to the Division of Administrative Hearings with a request that an administrative law judge be assigned to conduct the hearing. The request shall be accompanied by a copy of the petition and a copy of the notice of agency action.

Rulemaking Authority 14.202, 120.54(3), (5) FS. Law Implemented 120.54(3) FS. History--New 4-1-97, Amended 9-17-98, 1-15-07, 2-5-13.

Notice of Rights
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NOTICING PUBLICATION INFORMATION

The District's action regarding the issuance or denial of a permit, a petition or qualification for an exemption only becomes closed to future legal challenges from members of the public ("third parties"), if 1) "third parties" have been properly notified of the District's action regarding the permit or exemption, and 2) no "third party" objects to the District's action within a specific period of time following the notification.

Notification of "third parties" is provided through publication of certain information in a newspaper of general circulation in the county where the proposed activities are to occur. Publication of notice informs "third parties" of their right to have a 21-day time limit in which to file a petition opposing the District's action. However, if no notice to "third parties" is published, there is no time limit to a party's right to challenge the District's action. The District has not published a notice to "third parties" that it has taken final action on your application. If you want to ensure that the period of time in which a petition opposing the District's action regarding your application is limited to the time frame state above, you may publish, at your own expense, a notice in a newspaper of general circulation. A copy of the Notice of Agency Action the District uses for publication is attached. You may use this format or create your own, as long as the essential information is included.

If you do decide to publish a Notice of Final Agency Action, please provide the District a copy of the Proof of Publication when you receive it. That will provide us notice that action on this permit application is closed after the 21 days following publication.

Notice to the Tallahassee Democrat Legal Ads
tdlegals@tallahassee.com Contact person: Cassandra Moore
Please publish the following legal notice one time only on the earliest available date.
This should be an in-column ad and not a display ad.
Fax proof copy to Jodie Cahoon at
Contact me, Jodie Cahoon, at 850-891-6860 for payment instructions.
I will need a Proof of Publication.

Notice of Final Agency Action Taken by the
Northwest Florida Water Management District

Notice is given that stormwater permit number 1643 was issued on October 20, 2014, to City of Tallahassee for the repair/replacement of existing drainage systems that have reached end of service life, located at Chestnut Drive, Redwood Drive, Margaret Ct. in Tallahassee, Leon County, Florida.

The file containing the application for this permit is available for inspection Monday through Friday (except for legal holidays), 8:00 a.m. to 5:00 p.m. at the Northwest Florida Water Management District's ERP Office, Carr Building, Suite 225 3800 Commonwealth Blvd., MS LS225, Tallahassee, FL 32399.

A person whose substantial interests are affected by the District permitting decision may petition for an administrative hearing in accordance with Sections 120.569 and 120.57 F.S., or may choose to pursue mediation as an alternative remedy under Section 120.573, Florida Statutes, and Rules 28-106.111 and 28-106.401-404, Florida Administrative Code. Petitions must comply with the requirements of Florida Administrative Code, Chapter 28-106 and be filed with (received by) the District Clerk located at District Headquarters, 81 Water Management Drive, Havana, FL 32333-4712. Petitions for administrative hearing on the above application must be filed within twenty-one (21) days of publication of this notice or within twenty-six (26) days of the District depositing notice of this intent in the mail for those persons to whom the District mails actual notice. Failure to file a petition within this time period shall constitute a waiver of any right(s) such person(s) may have to request an administrative determination (hearing) under Sections 120.569 and 129.57, F.S., concerning the subject permit. Petitions which are not filed in accordance with the above provisions are subject to dismissal.

Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means that the District's final action may be different from the position taken by it in this notice of intent. Persons whose substantial interests will be affected by any such final decision of the District on the application have the right to petition to become a party to the proceedings, the accordance with the requirements set forth above.