

Meeting Date
May 3, 2016



AGENDA	
Section	CONSENT
Item No.	<i>II.C.1</i>

AGENDA REPORT
 BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	Permission to Advertise, Award the Bid to the Lowest Responsive Bidder, and Authorize the Chairman to Execute the Contract for the Construction of the Wickham Road and Stadium Parkway Intersection Improvements – District 4 (Fiscal Impact: Up to \$585,116.00 Reimbursement from FDOT and an estimated \$299,283.00 Reimbursement from The Viera Company (TVC) for Excess Costs)
DEPT/OFFICE:	Central Services/Purchasing Services for Public Works Department

Requested Action:

It is requested that the Board authorize permission to advertise for bidders, award the bid to the lowest responsive bidder, and authorize the Chairman to execute the contract with the qualified bidder contingent upon review and approval of the contract by the County Attorney's Office and Risk Management. It is further requested that the Board approve any associated Budget Change Requests.

Summary Explanation & Background:

On April 5, 2016, the Board of County Commissioners executed Backup Funding Agreement with The Viera Company, adopted Resolution No. 16-042, and executed Local Agency Program (LAP) Agreement with Florida Department of Transportation (FDOT) for the Wickham Road and Stadium Parkway Intersection Improvements Project FPN 434423-1-58/68-01. These Agreements secured the construction funding for the intersection improvements. The design of the intersection improvements has been ongoing with reviews being conducted by FDOT. April 18, 2016, the Public Works Department was notified that FDOT approved the Plans, Estimate and Specifications submittal for this project. With this approval, FDOT will issue the written Notice to Proceed to the County allowing for bid advertisement.

It is requested the Board grant permission to advertise for bidders. Bid results will be provided to FDOT for their review and approval. Per Board Policy BCC-28, pre-qualification of the lowest, responsive bidder shall be conducted prior to award of the bid. It is further requested the Board authorize the Chairman to execute the contract with the qualified bidder contingent upon review and approval of the contract by the County Attorney's Office and Risk Management as directed in Board Policy BCC-25. Lastly, it is requested that the Board approve any associated Budget Change Requests.

Fiscal Impact: FY 15/16/17 – Up to \$585,116.00 Reimbursement from FDOT will be deposited in Fund 1700 Grants and TVC Reimbursement will be deposited in Fund 1168 Transportation Reimbursements.

Clerk to the Board Instructions:

Exhibits Attached:

Contract /Agreement (If attached): Reviewed by County Attorney Yes No PR

County Manager		Assistant County Manager	Department Director / Extension Teresa Camarata, Central Services Director -55492
Stockton Whitten		Assistant County Manager	 Andrew J. Holmes, Ass. Public Works Director - 56524



Tammy Rowe, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001

Fax: (321) 264-6972

Tammy.Rowe@brevardclerk.us

May 4, 2016

MEMORANDUM

TO: Teresa Camarata, Central Services Director

RE: Item II.C.1., Permission to Advertise, Award the Bid to the Lowest Responsive Bidder, and Authorize the Chairman to Execute Contract for Construction of the Wickham Road and Stadium Parkway Intersection Improvements

The Board of County Commissioners, in regular session on May 3, 2016, authorized permission to advertise for bidder and award the bid to the lowest responsive bidder for the Wickham Road and Stadium Parkway Intersection Improvements; authorized the Chairman to execute the contract with the qualified bidder, contingent upon review and approval of the contract by the County Attorney's Office and Risk Management; and approved any associated budget change requests.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe, Deputy Clerk

/af

cc: County Attorney
Risk Management
Contracts Administration
Finance
Budget



BOARD OF COUNTY COMMISSIONERS

File

Public Works Department
2725 Judge Fran Jamieson Way
Building A, Room 201
Viera, Florida 32940

September 6, 2016

Tammy Rowe, Supervisor
Clerk to the Board
Brevard County Clerk of Courts
400 South Street
Titusville, FL 32781

RE: Execution of Wickham Road & Stadium Parkway Roadway and Signalization Improvement Project Specifications and Contract Documents

On May 3, 2016, the Board of County Commissioners authorized the Chairman to execute the contract with the qualified bidder, contingent upon review and approval of the contract by the County Attorney's Office and Risk Management. Enclosed, please find the Initial Contract Form signed by the County Attorney's Office and Risk Management indicating their approval of this contract. As requested in my 9/2/16 email, please have Chairman Barfield sign the five (5) original Specifications and Contract Documents for the Wickham Road & Stadium Parkway Roadway and Signalization Improvement Project. Furthermore, please have the Clerk attest each contract.

Upon execution, please contact Jeanette Scott at 321-617-7202/extension 52853 or jeanette.scott@brevardfl.gov to arrange for pick-up of the five (5) original contracts.

Thank you,

Jeanette Scott

Jeanette Scott, Construction Contracts Technician

Encl. (5) Specifications & Contract Documents



Tammy Rowe, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001
Fax: (321) 264-6972
Tammy.Rowe@brevardclerk.us

May 4, 2016

MEMORANDUM

TO: Teresa Camarata, Central Services Director

RE: Item II.C.1., Permission to Advertise, Award the Bid to the Lowest Responsive Bidder, and Authorize the Chairman to Execute Contract for Construction of the Wickham Road and Stadium Parkway Intersection Improvements

The Board of County Commissioners, in regular session on May 3, 2016, authorized permission to advertise for bidder and award the bid to the lowest responsive bidder for the Wickham Road and Stadium Parkway Intersection Improvements; authorized the Chairman to execute the contract with the qualified bidder, contingent upon review and approval of the contract by the County Attorney's Office and Risk Management; and approved any associated budget change requests.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

A handwritten signature in cursive script that reads "Tammy Rowe".

Tammy Rowe, Deputy Clerk

/af

cc: County Attorney
Risk Management
Contracts Administration
Finance
Budget

A handwritten mark or signature, possibly a stylized "S" or a similar symbol.

**BREVARD COUNTY BOARD OF COUNTY
COMMISSIONERS**

PUBLIC WORKS DEPARTMENT

SPECIFICATIONS

AND

CONTRACT DOCUMENTS

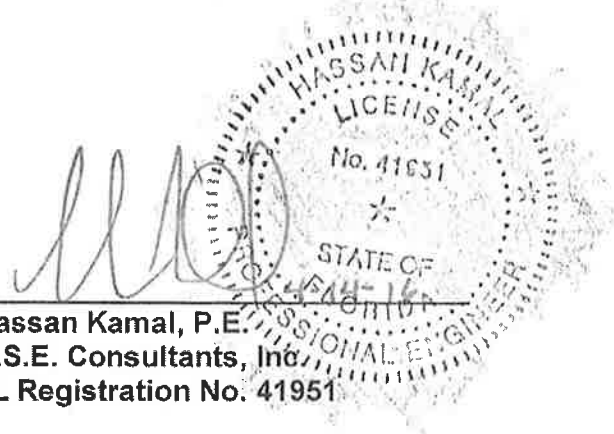
FOR THE

**WICKHAM ROAD & STADIUM PARKWAY ROADWAY
AND SIGNALIZATION IMPROVEMENTS PROJECT**

FPN # 434423-1-58-01

FAN # 8886-811-A

The roadway engineering material and data contained in the Contract Drawings and Specifications in relationship to the Wickham Road Roadway and Signalization Improvements were prepared under the responsible charge of the undersigned, whose seal as registered professional engineer is affixed below:



Hassan Kamal, P.E.
B.S.E. Consultants, Inc.
FL Registration No. 41951

The Traffic signal engineering material and data contained in the Contract Drawings and Specifications in relationship to the Wickham Road Roadway and Signalization Improvements were prepared under the responsible charge of the undersigned, whose seal as registered professional engineer is affixed below:

Gil A. Ramierz, P.E.
Lassiter Transportation Group
FL Registration No. 62600

The roadway engineering material and data contained in the Contract Drawings and Specifications in relationship to the Wickham Road Roadway and Signalization Improvements were prepared under the responsible charge of the undersigned, whose seal as registered professional engineer is affixed below:

(Seal)

Hassan Kamal, P.E.
B.S.E. Consultants, Inc.
FL Registration No. 41951

The Traffic signal engineering material and data contained in the Contract Drawings and Specifications in relationship to the Wickham Road Roadway and Signalization Improvements were prepared under the responsible charge of the undersigned, whose seal as registered professional engineer is affixed below:



Digitally signed by
Gilberto A Ramirez
Date: 2016.04.14 (Wed)
10:23:16 -04'00'

Gil Ramirez, P.E.
Lassiter Transportation Group
FL Registration No. 62600

BIDDER CHECKLIST
BID # B-3-16-83

The items listed below are required for submission with your bid. Failure to submit any items listed below may result in rejection of the bid. Offers to provide required items after the date and time designed for the receipt of bids will not be considered.

1 Original and 2 Copies of Bid on County Proposal Form

5% Bid Bond on Form included in the Specifications and Contract Documents

Signed Non-Collusion Affidavit

A list of all subcontractors to be used on the project and the value of their work

Minority Employment Information forms for contractor - This information will be used for statistical purposes only and will not be used in any way as a basis for award of the bid.

Copies of Certificates for Competent Person, Confined Space Coordinator and Traffic Control Plan Designer Officer

Prequalification with the State of Florida Department of Transportation, if bid exceeds \$250,000

Signed Letter of Trench Safety Compliance

Public Entity Crime Affidavit

Certification of Current Capacity FDOT Form #525-010-46

Lobbying Certification FDOT Form #375-030-33 and FDOT Form #375-030-34

Suspension and Debarment FDOT Form #375-030-32

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SECTION I

ADVERTISEMENT FOR BIDS

Separate sealed bids will be received by the Board of County Commissioners of Brevard County, Florida, until 2:00 p.m. on June 17, 2016, in the Purchasing Conference Room, Government Center, 2725 Judge Fran Jamieson Way, Building C, Third Floor, Viera, FL 32940, as follows:

WICKHAM ROAD/STADIUM PARKWAY ROADWAY AND SIGNALIZATION IMPROVEMENTS PROJECT

The project consists of the following:

- a) Intersection improvements at Wickham Road and Stadium Parkway consisting of additional roadway lanes, turn lane improvements and associated striping and signage improvements; and
- b) Installation of mast arm signals and associated pedestrian crossing facilities at the intersection of Wickham Road and Stadium Parkway.

Plans prepared by B.S.E. Consultants, Inc., Job # 10889.05, FDOT Financial Project Number 434423-1-58-01; FAN No. 8886-811-A.

Total Project Length: 946.17 linear feet. Major items of work include pavement demolition, Maintenance of Traffic, subgrade and base installation, paving, installation of a traffic signal and all associated components, pavement striping and signage.

Contract Documents are on file and available at the Purchasing Division, Government Center, 2725 Judge Fran Jamieson Way, Building C, Third Floor, Suite 303, Viera, FL 32940, (321) 617-7390.

Bids shall be delivered in person or forwarded by special delivery registered mail. If forwarded, by mail, it shall be placed in a sealed bid envelope enclosed in another separate envelope addressed to the Purchasing Division, Government Center, 2725 Judge Fran Jamieson Way, Building C, Third Floor, Suite 303, Viera, FL 32940.

All bids must be marked on the outside of the sealed bid envelope (for each project) as follows:

Sealed Bid

Bid No.: B-3-16-83

For: Wickham Road/Stadium Parkway Roadway and Signalization Improvements

Opening Date: June 17, 2016

Opening Time: 2:00 p.m.

Bidder's Name and Address:

The official time clock will be the date and time stamp clock located in Purchasing Services. **Note* Please ensure that if you use a third party carrier (Federal Express, Airborne, UPS, USPS, etc.) that they are properly instructed to deliver your bid only to Purchasing Services on the third (3rd) floor at the above address. Vendors are advised that U.S. Postal Service 1st Class and Express mail is delivered to a P.O. Box and is not delivered to the Purchasing Services Office. Delivery via the USPS is at the Vendor's risk. To be considered, a bid must be accepted in Purchasing Services no later than the Invitation To Bid closing date and time. If the bid is delivered anywhere else, it may not reach Purchasing Services in time. Bids must be presented on the County proposal forms provided in Section III of the Specification and Contract Documents for the project. One original and four copies of all materials must be submitted with the bid package including the following:**

A Bid Bond of 5% of the bid - Bidder must utilize the form provided in these specifications. Failure to use the form provided shall result in disqualification.

Non-Collusion Affidavit

A list of all subcontractors to be utilized on the project, indicating the type and contract value of their work. All subcontractors are subject to approval by the Owner.

A Minority Employment Information form along with any copies of EEO Form 1 that are required to be submitted for the contractor. A copy of this form may be found in Section III of the Specifications and Contract Documents. Contractors must ensure that employees and applicants for employment are not discriminated against for reasons of race, color, religion, sex, national origin, or handicapped status. Minority and female-owned businesses are encouraged to participate. Brevard County is an equal opportunity employer. Minority Information forms for subcontractors will be required upon award of the bid to the successful bidder.

Names and copies of certificates as needed, for the contractor's personnel who have completed training and are certified as a Competent Person, Confined Space Coordinator and a Traffic Control Plan Design Officer on site at all times during construction, as defined in Section VII, Article 11.3 of the Specification and Contract Documents. THESE CERTIFICATES MUST BE INCLUDED IN THE BID PACKAGE.

The Contractor or subcontractor performing the work on the utility portion of the project must be a licensed underground utility contractor.

For projects where the bid amount is in excess of \$250,000, the contractor must be pre-qualified, with the State of Florida Department of Transportation in the area of work being performed, at the time the bids are opened, and a current copy of the areas/classes of work qualifications sheets must be submitted with the bid package in order to be considered. The contractor's pre-qualification with the State of Florida Department of Transportation must not be subject to suspension at the time bids are opened.

A signed Letter of Trench Safety Compliance. A copy of this letter may be found in Section III of the Specifications and Contract Documents.

Public Entity Crime Affidavit

Certification of Current Capacity FDOT Form #525-010-46

Lobbying Certification FDOT Form #375-030-33 and FDOT Form #375-030-34

Suspension and Debarment FDOT Form #375-030-32

The bids must be for the project in its entirety. The successful bidders shall be required to provide the following:

For projects that are \$100,000 or more, a Public Construction Performance Bond and a Public Construction Payment Bond in the amount of 100% of the contract price shall be executed prior to the Notice to Proceed date and shall remain in effect until one (1) year after acceptance of the project by the Owner. Said bonds must be submitted on the forms included in the specification package; no other forms will be accepted. Upon execution of the contract, the contractor will be required to record the bonds per Chapter 255 of the Florida Statutes (see Section VII, Article 39 of the Specifications and Contract Documents). Projects less than \$100,000 shall not require a Public Construction Performance Bond or a Public Construction Payment Bond , but shall be subject to the provisions in Section II, Article 19 and Section VII, Article 31, of the Specifications and Contract Documents.

Certificates of insurance as required in Section VII, Article 15, of the Specifications and Contract Documents.

For bids in excess of \$50,000, within five (5) business days from Notice of Apparent Lowest Bidder, certain information shall be submitted to Brevard County for the purpose of pre-qualification under County guidelines. A summary of this information is available for review in Section III of the Specifications and Contract Documents.

Copies of all licenses held by the contractor and any subcontractors required to perform work as provided by law.

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

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

Brevard County will obtain all permits needed for the project and provide all permit fee costs with the exception of: (1) any consumptive use permits that may be needed as determined by the St. John's River Water Management District, (2) a National Pollutant Discharge Elimination System (NPDES) Construction Permit as determined by the Environmental Protection Agency, and (3) any permits needed for use of explosives. Determining whether these permits listed as exceptions 1, 2, and 3 above are required, obtaining and payment of the permits if so determined, is solely the responsibility of the contractor.

All bidders are hereby placed on notice that the County Commission and staff (with the exception of the project liaison) shall not be contacted about this bid. Public meetings are the only acceptable forums for the discussion of merits of products/services requested by the Invitation for Bid. Written correspondence in regards to bids may be submitted to the County Manager. The project liaison for this project is Leslie Rothering, Purchasing Manager, Purchasing Division, Government Center, 2725 Judge Fran Jamieson Way, Building C, Third Floor, Suite 303, Viera, FL 32940, phone (321) 617-7390, Fax (321) 617-7391; e-mail leslie.rothering@brevardcounty.us. Failure to adhere to these requirements could result in Board action to disqualify your firm from consideration of award.

A pre-bid conference will be held on June 2, 2016, at 11:00 am, in the Atlantic Conference Room, Government Center, 2725 Judge Fran Jamieson Way, Building C, Third Floor, Viera, FL 32940.

Bids may be held by the Owner for a period not to exceed ninety (90) days from the date of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of Bidders prior to awarding the contract and having the Bidders accept the contract and execute all necessary documents. The Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The Owner reserves the right to rebid the contract or contract modifications where the work has not been previously initiated, where the modification increases the original scope of work and where the rebid process will not impact existing work by the awarded Bidder.

By Order of the Board of County Commissioners
Brevard County, Florida

Jim Barfield, Chairman

By: Tammy Thomas-Wood, Public Works Support Services Manager

SECTION II
INSTRUCTIONS TO BIDDERS

1. DEFINITIONS

Whenever in the Contract Documents, the following terms (or pronouns in place of them) are used, the intent and meaning of such terms shall be interpreted as follows:

- 1.1 Addendum:** A written explanation, interpretation, modification, correction, addition, deletion, or modification, affecting the Contract Documents, including Drawings and Specifications issued by the Owner or the Owner's Engineer and distributed to prospective bidders prior to the bid opening.
- 1.2 Affidavit:** The instrument which is to be signed by the Contractor and submitted to the Owner through the Engineer, upon completion of that job, showing that all bills have been paid. It shall also mean such instrument that may be requested by the Owner incident to partial payments.
- 1.3 Article:** The prime subdivision of a section of these or any other referenced Specifications, Instructions to Bidders, Special Provisions, Technical Specifications, and General Conditions.
- 1.4 Bidder:** An individual, firm or corporation submitting a proposal for the work contemplated, acting directly or through a duly authorized representative.
- 1.5 Bid Security or Bid Bond:** The security designated in the Proposal to be furnished by the Bidder as guarantee that the Bidder will enter into the Contract for the work if the Bidder's proposal is accepted.
- 1.6 Calendar Day:** Any day, including Saturdays, Sundays and holidays, and regardless of the weather conditions.
- 1.7 Certificate of Substantial Completion:** The official notice from the Owner to the Contractor of the date the work has been accepted as substantially complete. Contract days shall stop for purposes of determining liquidated damages on the date of Substantial Completion.
- 1.8 Contract Change Order:** A written change to the Contract signed by the Owner authorizing an addition, deletion or revision in the work, or

an adjustment in the Contract price, or the Contract time issued after execution of the Contract.

- 1.9 Contractor:** The firm whose Proposal is accepted by the Owner and who has entered into a formal contract with the Owner to furnish the work. The Contractor has the obligation to deliver to the Owner the completed job in good and workmanlike condition.
- 1.10 Contract Documents:** The Contract Documents, sometimes referred to as the "Drawings and Specifications", shall mean and include the following:
- (a) Advertisement for Bids
 - (b) Instructions to Bidders
 - (c) Proposal
 - (d) Bid Bond
 - (e) Contract
FHWA 1273
 - (f) Public Construction Payment Bond & Public Construction Performance Bond
 - (g) General Conditions
 - (h) Special Conditions
 - (i) Supplemental Specifications
 - (j) Addenda
 - (m) Drawings
 - (n) Certificate of Insurance
 - (o) Contract Change Orders
- 1.11 Commission:** The Board of County Commissioners of Brevard County, Florida.
- 1.12 Drawings:** The official approved drawings or plans or exact reproductions thereof which show the location, character, dimensions and details of the work to be done and which are to be considered as part of the Contract Documents, the same as though attached thereto.
- 1.13 Engineer of Record:** The engineer under whose responsible charge the Contract Drawings and Specifications were prepared. The Engineer of Record is an agent of the Owner. Any instructions, advice, or recommendations which the Engineer of Record may give the Contractor through the Owner are given in the name of the Owner and by the Owner's authority and consent.
- 1.14 Equipment:** The machinery and equipment, together with the necessary supplies for upkeep and maintenance, and including the

tools and apparatus necessary for the proper construction and acceptable completion of the work.

- 1.15 Force Account Work:** Work performed in addition to that set forth in the original contract or contract modifications, and which is paid for on the basis of actual cost of materials and labor, plus a fixed percentage of such costs.
- 1.16 Materials:** Any substance proposed to be used in conjunction with the construction of any structure, facility or appurtenance, or of other work under the contract.
- 1.17 Notices:**
- (a) **Notice of Award:** The official letter from the Owner advising the successful Bidder, that the Bidder has been awarded the Contract.
 - (b) **Notice to Proceed:** The official letter from the Owner to the Contractor instructing the Contractor to commence work within ten (10) calendar days after date of notice.
- 1.18 Owner:** Brevard County, Florida, Board of County Commissioners, and their designee.
- 1.19 The Owner's Engineer:** B.S.E. Consultants, Inc., 312 S. Harbor City Blvd., Suite 4, Melbourne, Florida 32901. The Engineer is an agent of the Owner. Any instructions, advice, or recommendations which the Engineer may give the Contractor are given in the name of the Owner and by the Owner's authority and consent. However, the Owner's Engineer shall not supplant the Contractor in the Contractor's conduct, direction and supervision of the work, unless specifically directed to do so by the Owner, in writing, under appropriate terms of the Contract Documents. All modifications and instructions of the Owner to the Contractor shall be given through the Owner's Engineer, if so directed by the Owner. The Owner may have the option to communicate directly with the Contractor at any given time during the course of the work. It is recognized that the Contractor is wholly and solely responsible for delivery to the Owner of the completed work in a good, safe and workmanlike condition.
- 1.20 Person:** The word "person" shall mean and include any individual, partnership, society, association, joint stock company, corporation, estate, receiver, trustee, assignee, referee, or capacity, whether appointed by a court or otherwise, and any combination of individuals or "persons".

- 1.21 Plans: See Drawings**
- 1.22 Principal:** When used in the Bid Bond, the word "Principal" means the same as the word "Bidder". When used in the Performance and Payment Bonds, the word "Principal" means the same as the word "Contractor".
- 1.23 Pronouns:** The masculine pronoun shall include the feminine and neuter and the singular shall include the plural.
- 1.24 Proposal:** The offer of the Bidder for the work when completed and submitted on the prescribed proposal form, properly signed and guaranteed.
- 1.25 Proposal Form:** The official form on which the Owner requires formal bids to be prepared and submitted.
- 1.26 Provided:** As used in the Specifications or upon the Drawings, "provided" shall be understood to mean "provided complete in place", that is, "furnished and installed". Where "as shown", "as indicated", "as detailed", or words of similar import are used, it shall be understood that references to the Drawings and/or Specifications accompanying these documents are intended unless otherwise expressly stated.
- 1.27 Public Construction Performance and Payment Bond:** The securities furnished by the Contractor and the Sureties as a guaranty that the Contractor will fulfill the terms of the Contract in accordance with the Drawings, Specifications and other Contract Documents. Said bonds shall be recorded by the Contractor upon execution of the contract by both parties.
- 1.28 Resident Construction Monitor:** An authorized representative or employee of the Owner assigned to the Project to make observations of the work performed by the Contractor.
- 1.29 Scope of the Work:** Includes the Work, as the term is herein defined, as well as the responsibility for performing and complying with all incidental matters pertaining thereto, as set out in the Contract Documents.
- 1.30 Specifications:** The Instructions to Bidders, General Conditions, Special Provisions, Technical Specifications and such other documents as set forth in the Contract Documents.

- 1.31 Standard Specifications:** Florida Department of Transportation - "Standard Specifications For Road and Bridge Construction", 2016 Edition, except when superseded as otherwise noted.
- 1.32 State:** State of Florida.
- 1.33 Subcontractor:** A firm supplying labor, materials, supplies, equipment, services, and other incidentals used directly or indirectly by the Contractor or Subcontractors. Such person has contractual relations with the Contractor, but not with the Owner.
- 1.34 Substantial Completion:** Contract Days shall stop for purposes of determining if or how much liquidated damages shall be accrued, upon substantial completion, which shall occur when the following tasks are completed as applicable:
- (a) Sidewalk/pedway with or without handrails complete
 - (b) All lanes open to traffic
 - (c) All asphalt pavement complete
 - (d) Temporary final striping installed (100% as if permanent final striping)
 - (e) Drainage system complete
 - (f) Traffic Signal Installation Complete
 - (g) All utility work including clearances are complete
 - (h) Any major item on this contract which individually is equal to or more than 5% of the contract, (excluding permanent final striping) must be complete
- 1.35 Superintendent:** The Contractor's authorized executive representative, in responsible charge of the work at all times.
- 1.36 Surety:** The corporate body which is bound by the Performance and Payment Bonds with and for the Contractor (who is primarily liable) and which engages to be responsible for the Contractor's acceptable performance of the work for which the contract has been made and for the Contractor's prompt payment of all debts pertaining thereto.
- 1.37 Work Order:** Written authorization to the Contractor signed by the Owner, concerning performance of work and/or furnishing of materials on a force account basis as provided in the General Conditions.
- 1.38 Work:** Shall mean everything implied or expressly required to be furnished and/or done by the Contractor by any one or more of the Contract Documents.

2. OBLIGATION OF BIDDER TO INFORM HIMSELF AS TO ALL CONDITIONS RELATING TO PROJECT

- 2.1** It is the responsibility of each Bidder, prior to submitting a bid to: (1) examine thoroughly the Contract Documents and other related data identified in the Bidding Documents, including "technical data" referred to below; (2) visit the site to become familiar with and satisfied with the general, local and site conditions that may affect cost, progress, performance or furnishing of the work; (3) consider federal, state and local laws and regulations that may affect cost, progress, performance or furnishing of the work; (4) study and carefully correlate the Bidder's knowledge and observations with the Contract Documents and such other related data; 5) promptly notify the Engineer of all conflicts, errors, ambiguities or discrepancies which the Bidder has discovered in or between the Contract Documents and such other related documents; and (6) be responsible for obtaining such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and underground facilities) at or contiguous to the site or otherwise, which may affect cost, progress, performance or furnishing of the work, or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by the Bidder and safety precautions and programs incident thereto or which Bidder deems necessary to determine its bid for performing and furnishing the work in accordance with the time, price and other terms and conditions of the Contract Documents.
- 2.2** The Bidder may rely upon the general accuracy of the "technical data" contained in the reports of explorations and tests of subsurface conditions at or contiguous to the site which have been utilized by the Engineer in preparation of the Contract Documents but not upon other data, interpretations, opinions or information contained in such reports or otherwise relating to the subsurface conditions at the site, nor upon the completeness thereof for the purposes of bidding or construction.
- 2.3** The Bidder may rely upon the general accuracy of the "technical data" contained in those drawings of physical conditions that may or may not be available relating to existing surface and subsurface structures (except underground facilities) which are at or contiguous to the site that have been utilized by the Engineer in preparation of the Contract Documents, but not upon other data, interpretations, opinions or information shown or indicated in such drawings or otherwise relating to such structures, nor upon the completeness thereof for the purposes of bidding or construction.

- 2.4** Information and data shown or indicated in the Contract Documents with respect to existing underground facilities at or contiguous to the site is based upon information furnished to the Owner and the Engineer by owners of such underground facilities or others, and the Owner and the Engineer do not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in these documents.
- 2.5** Upon the Bidder's request, the Owner will provide each Bidder access to the site to conduct such examinations, investigations, explorations, tests and studies as each Bidder deems necessary for submission of a bid. The Bidder must fill all holes and clean up and restore the site to its former conditions upon completion of such explorations, investigations, tests and studies.
- 2.6** The submission of a bid will constitute an incontrovertible representation by the Bidder that the Bidder has complied with every requirement of this Article 2, that, without exception, the bid is premised upon performing and furnishing the work required by the contract documents, and applying the specific means, methods, techniques, sequences or procedures of construction (if any) that may be shown or indicated or expressly required by the Contract Documents, that the Bidder has given the Engineer written notice of all conflicts, errors, ambiguities and discrepancies that the Bidder has discovered in the Contract Documents and the written resolutions thereof by the Engineer are acceptable to the Bidder, and that the contract documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the work.
- 2.7** A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

3. EXAMINATION OF CONTRACT DOCUMENTS

- 3.1** The Bidder shall carefully examine the Drawings and Specifications and other Contract Documents, and become thoroughly informed about any and all conditions and requirements, including the

construction schedule, that may in any manner affect the work to be performed under the Contract. Ignorance on the part of the Contractor will in no way relieve the Contractor of the obligations and responsibilities assumed under the Contract.

4. DISCREPANCIES

4.1 Should a Bidder find discrepancies, ambiguities in, or omissions from, the Drawings or Specifications, or should the Bidder be in doubt as to their meaning, the Bidder shall at once notify the Owner.

5. ADDENDA, MODIFICATIONS OR INTERPRETATIONS DURING BIDDING

5.1 No oral interpretations will be made to any Bidder as to the meaning of the Contract Documents. Any inquiry or request for interpretation received seven (7) or more days prior to the date fixed for opening of bids will be given consideration. All such Modifications or interpretations will be made in writing in the form of an addendum and, if issued, will be mailed or sent by available means to all known prospective Bidders not later than five (5) days prior to the established bid opening date. Each prospective Bidder shall acknowledge receipt of such addenda in the space provided thereon in the proposal form. In case any Bidder fails to acknowledge receipt of such addenda or addendum, the bid will nevertheless be construed as though it had been received and acknowledged, and the submission of the bid will constitute acknowledgment of the receipt of same. All addenda are a part of the Contract Documents and each Bidder will be bound by such addenda, whether or not received by the Bidder. It is the responsibility of each prospective Bidder to verify that the Bidder has received all addenda issued before bids are opened. Prior to execution of the Contract, the Bidder shall provide written documentation that the bid submitted encompasses all addenda issued by number.

6. FAMILIARITY WITH LAWS

6.1 The Bidder is required to be familiar with and should be responsible for complying with all federal, state and local laws, ordinances, rules and regulations that in any manner affect the work.

7. PREPARATION AND SUBMISSION OF BIDS

7.1 Pre-qualification of Bidders: For projects in excess of \$50,000, the successful Bidder shall be subject to a pre-qualification process to be undertaken by the Owner in accordance with Brevard County Policy BCC-28. Additionally, for projects in excess of \$250,000, contractors, or the subcontractors who perform the work, must be

pre-qualified by the Florida Department of Transportation for grading, paving, sidewalks, and other construction in accordance with the Department's standard procedures as outlined in Section 2 of the Standard Specifications. A list of subcontractors shall be attached to the Proposal.

- 7.2 Signature of the Bidder:** The Bidder must sign the Proposal forms in the space provided for the signature. If the Bidder is an individual, the words "doing business as _____", or "Sole Owner" must appear beneath such signature. In the case of a partnership, the signature of at least one of the partners must follow the firm name and the words "Member of the Firm" should be written beneath such signature. If the Bidder is a corporation, the title of the officer signing the Proposal on behalf of the corporation must be stated and evidence of authority to sign the Proposal must be submitted. The Bidder shall state in the Proposal the name and address of each person interested therein.
- 7.3 Basis for Bidding:** The price bid for each item shall be on a lump sum or unit price basis according to the form of the Proposal. The bid prices shall remain unchanged for the duration of the Contract and no claims for cost escalation during the progress of the work will be considered.
- 7.4 Price Bid:** The total price bid for the work shall be the sum of the lump sum prices bid and/or unit prices multiplied by the appropriate estimated quantities for the individual items and shall be stated in figures in the appropriate place on the Proposal Form. Lump Sum and/or unit prices bid for each item will be expressed in both words and figures, and in the case of discrepancy between the two, the amount in words shall govern. In the event that there is a discrepancy on the Proposal Form due to unit price extension or additions, the corrected extensions and additions shall be used to determine the project bid amount.
- 7.5 Submission of Bids:**
- (a) Each bid must be submitted on the Proposal Form as furnished, together with a suitable bid security, herein described. The bid **MUST** be submitted as an original plus two (2) copies.
 - (b) The above proposal and bid security must be submitted in a sealed envelope which shall be marked so as to clearly indicate its contents and the name of the Bidder. If forwarded by mail, the above mentioned envelope shall be enclosed in another envelope addressed to the Purchasing Division, Government

Center, 2725 Judge Fran Jamieson Way, Building C, Third Floor, Suite 303, Viera, FL 32940, by special delivery, registered mail. Proposals will be received until the date and hour stated in the Advertisement for Bids.

- (c) The Bidder must submit with the bid an accompanying letter in which the Bidder shall list the names and addresses of the Bidder's major subcontractors together with the services they will supply and the value of their work. These subcontractors will be subject to review as to their competency by the Owner prior to award of Contract and shall be one of the considerations in determining the lowest responsible and responsive bidder as defined hereinafter. After award of Contract, no change in subcontractors shall be made unless approved by the Owner after a request for such a change has been submitted in writing by the Contractor which shall include the reasons for such request.
- (d) For projects where the bid amount is in excess of \$250,000, the Bidder must also submit a current copy of the Florida Department of Transportation Pre-qualification Certificate stating the areas/classes for which the contractor has been qualified to perform, to coincide with those classes of work needed for the project.
- (e) The Bidder must also submit with the bid the Minority Employment Information form provided in this document for his firm and any subcontractors to be utilized.
- (f) The Bidder must also submit names and copies of certificates as needed, for personnel who have completed training and are certified as a Competent Person, Confined Space Coordinator and a Traffic Control Plan Design Officer on site at all times during construction, as defined in Section VII, Article 11.3 of the Specification and Contract Documents.
- (g) The Contractor or subcontractor performing the utility work on this project must be a licensed underground utility contractor.

8. DISQUALIFICATION OF BIDDERS

- 8.1 **One Proposal:** Only one Proposal from an individual firm, partnership or corporation under the same or under different names will be considered. If it is believed that a Bidder is interested in more than one proposal for the work involved, all Proposals in which such a Bidder is interested will be rejected.

8.2 Collusion Among Bidders: If there is evidence that collusion exists among the Bidders, the Proposals of all participants in such collusion will be rejected, and no participants in such collusion will be considered in future Proposals for the same work.

9. BID SECURITY

9.1 Each bid must be accompanied by a cashier's check or Bid Bond utilizing the form provided in the contract documents, in an amount not less than five percent (5%) of the amount of the bid. **DO NOT MODIFY OR RE-ISSUE THIS FORM. USE THE FORM PROVIDED IN THE SPECIFICATIONS ONLY. FAILURE TO USE THE FORM PROVIDED IN THE SPECIFICATION WILL RESULT IN DISQUALIFICATION OF THE BIDDER.** A cashier's check shall have the necessary State of Florida's Documentary Stamps attached. The bid security of all Bidders will be returned within ten (10) days after the Owner and the accepted Bidder have executed the written Contract and the accepted Bidder has filed acceptable Performance and Payment Bond, and an acceptable Certificate of Insurance. If one-hundred eighty (180) days have passed after the date of the formal opening of the bids and no Contract has been awarded, the bid security of any Bidder will be returned on demand, provided that the Bidder has not been notified of the acceptance of the bid.

10. POWER OF ATTORNEY

10.1 Attorneys-in-Fact who sign Bid Bonds or Contract Bonds, must file with such bonds a certified copy of their Power of Attorney to sign said Bonds.

11. BID SECURITY FORFEITED - LIQUIDATED DAMAGES

11.1 Failure to execute a Contract and provide acceptable documents as provided herein within ten (10) days after a written Notice of Award has been given shall be just cause for the annulment of the award and the forfeiture of the Bid Security to the Owner, which forfeiture shall be considered not as a penalty, but in liquidation of damages sustained. Award will then be made to the next lowest responsible and responsive bidder, or all bids may be rejected, or the Owner may take such other action as it deems appropriate.

12. WITHDRAWAL OF BID

12.1 Bids may be withdrawn prior to the time scheduled in the Advertisement for Bids for the bid opening. A bid may also be withdrawn within ninety (90) days after the date of the bid opening, provided the Bidder has not been notified that the bid was accepted.

13. MODIFICATION OF BIDS

13.1 Written bid modification will be accepted from Bidders if addressed to the Purchasing Department, Government Center, 2725 Judge Fran Jamieson Way, Building C, Third Floor, Viera, FL 32940, and received prior to opening of formal bids.

14. OPENING OF BIDS

14.1 In accordance with Florida Statute 119.071(1)(b) 2, the names of the firms submitting a competitive solicitation will be read aloud at the time of the bid opening. No details of the competitive solicitation will be released. The officer whose duty it is to open them will decide when the specified time has arrived and no bids received thereafter will be considered. No responsibility will be attached to any officer for the premature opening of a bid not properly addressed and identified. Attendance by Bidders or their authorized agent is highly encouraged.

15. CONSIDERATION OF BIDS

15.1 For the purpose of award, after the Proposals are opened and read, the correct summation of the lump sum prices and/or of the products of the estimated quantities shown in the Proposal and the unit prices will be considered the bid. The amounts then will be compared and the results of such comparison made available to the public. Until the final award of the Contract, the right will be reserved to reject any and all Proposals and to waive technical errors and irregularities as may be deemed best for the interest of the Owner.

15.2 Tie Bids: Award of all tie quotes/bids shall be made by the Purchasing Manager in accordance with State Statutes, which allows a firm certified as a Drug-Free Workplace to have precedence. When evaluation of vendor responses to solicitations results in identical offers, with regards to bids or quotations, or identical ranking with regards to proposals, from two or more vendors, the County shall determine the order of award using the following criteria in order of preference listed below (from highest priority to lowest priority);

a. For tie bids, quotations or proposals, priority shall be given to the vendor certifying that he/she is a Drug-Free Workplace as defined within §287.087, Florida Statutes;

b. Should a tie still exist, in the case of proposals only, priority shall be given until the tie is broken, to the vendor with the highest total of raw scores for each evaluation criteria, progressing from the highest

weighted criteria to the lowest rate criteria. If multiple evaluations criteria have identical weights, the combined total weights of the identically weighted criteria shall be used;

c. In the event that a tie still exists after progressing through a-b, the decision shall be made by lot or coin toss. The drawing of lots or coin toss shall be conducted in the presence of the effected bidders if they elect to be present.

16. RIGHT TO ACCEPT OR REJECT BIDS

16.1 Bids which contain modifications, are incomplete, unbalanced, conditional, obscure, or which contain additions not requested or irregularities of any kind, or which do not comply in every respect with the Instructions to Bidders and the Contract Documents, may be rejected at the option of the Owner.

17. AWARD OF CONTRACT

17.1 The Owner reserves the right to reject any or all bids, or any part of any bid, to waive any informality in any bid, or to readvertise for all or part of the work contemplated. The Owner reserves the right, prior to award of Contract, to delete from the scope of the project any item or any combination of items, the aggregate bid prices for which do not exceed 25 percent of the total bid price for the project.

17.2 If a Bidder to whom a Contract is awarded forfeits the bid security and the award of the Contract is annulled, the Owner may then award the Contract to the next lowest responsible responsive Bidder, or the work may be readvertised, as the Owner decides.

17.3 The Contract will be awarded to a lowest responsible responsive Bidder complying with the applicable conditions of the Contract Documents, except as noted in Article 16.1 of this Section.

17.4 The Owner also reserves the right to reject the Proposal of a Bidder who has previously failed to perform properly or to complete Contracts of a similar nature on time.

17.5 The Owner reserves the right to rebid the contract or contract modifications where the work has not been previously initiated, where the modification increases the original scope of work and where the rebid process will not impact existing work by the awarded Contractor.

17.6 Brevard County encourages prompt and fair handling of all complaints and disputes with the business community. In order to

resolve disputed matters in an equitable manner, the following procedures are adopted:

(a) Posting of Award Notices

- (1) FORMAL SEALED BIDS/QUOTES:** No later than three (3) business days after a bid opening the Purchasing Manager or his/her designee shall post a tabulation of competitive sealed bids/quotes on a bulletin board located in or near the Purchasing Services Office. The apparent low bid/quote will be the intended award recommendation. If after posting the tabulation, the apparent low bid/quote is found to be non-responsive to the specifications, the formal award evaluation will be posted. The time for filing a protest will begin the date of the later posting.
- (2) FORMAL SEALED PROPOSALS:** No later than three (3) business days after the selection committee recommendations are finalized the Purchasing Manager or his/her designee shall post the selection committee's rankings and recommendation award for bids.

(b) Proceedings

- (1)** Any bidder, quoter, or bidder who is allegedly aggrieved in connection with the solicitation or pending award of a contract must file a formal written protest with the Purchasing Manager within five (5) business days of the posted award recommendation.
- (2)** The formal written protest shall reference the bid/quote/proposal number, and shall state with particularity the facts and laws upon which the protest is based, including full details of adverse affects and the relief sought.
- (3)** Within seven (7) calendar days of receipt of the formal written protest the Purchasing Manager will arrange a meeting with the protest Committee and the affected parties. The Protest Committee shall consist of two (2) Department Directors or designees, both of whom must be from an organizational group which the user agency is not assigned; one (1) Assistant County Manager, who must be from an organizational group which the user department or group is not assigned. The Purchasing Manager shall act as a non-voting Hearing Coordinator

and the County Attorney or designee may be requested to attend as a non-voting member. The Purchasing Manager or designee will record the meeting and provide any information as the committee may request. The purpose of the meeting of the protest Committee is to provide an opportunity to: (1) review the basis of the protest, (2) evaluate the facts and merits of the bid protest, and (3) if possible, to reach a resolution of the protest that is acceptable to the affected parties. For the purpose of the Protest Committee hearing, resolution shall mean that the Protestor finds the decision of the Protest Committee acceptable.

- (4) In the event the matter is not resolved with the Protestor's acceptance of the Protest Committee's decision, the Purchasing Manager will schedule the recommended award including the details of the protest and the Protest Committee's recommendation before the Board of County Commissioners via Board Agenda. The County Manager, prior to approval and placement on the Board agenda, may elect to resolve the matter before presentation to the Board. In the event that the County Manager cannot bring the matter to resolution, a copy of the Agenda Report shall be furnished immediately to all affected parties. The affected parties may appear before the Board of County Commissioners as a final means of administrative remedy.

(c) **Stay of Procurement During Protests**

Failure to observe any and all of the above procedures shall constitute a waiver to the right to protest a contract award. In the event of a timely protest under the procedure, the County shall not proceed further with solicitation or with the award until a recommendation is made by the Committee, or a written determination is made by the County Manager that the award must be made without delay in order to protect the public interest. Invoice disputes between an awarded vendor and user agency will follow the guidelines set forth in AO-33, Prompt Payment of Invoices.

18. EXECUTION OF CONTRACT

- 18.1 A Bidder to whom a Contract is awarded will be required to execute, in five (5) counterparts, the prescribed Contract within ten (10) days from the date of Notice of Award of the Bidder's Proposal and deliver the executed Contract to the Owner.

19. PUBLIC CONSTRUCTION PERFORMANCE AND PAYMENT BONDS

19.1 SECURITY FOR FAITHFUL PERFORMANCE – FOR BIDS \$100,000 & OVER. The Successful Bidder shall furnish and record in the official records of the Brevard County Clerk of the Court, per Chapter 255 of the Florida Statutes, a Public Construction Performance Bond in an amount equal to one hundred percent (100%) of the Contract Sum as security for the faithful performance of this Contract and also a Public Construction Payment Bond in an amount equal to one hundred percent (100%) of the Contract Sum, as security for the payment of all persons performing labor and furnishing materials under this Contract. Both the Performance Bond and Payment Bond shall be in the forms set forth in the Contract Documents and shall be written by sureties which are licensed to do business in the State of Florida, are currently on the U.S. Treasury List of Approved Sureties, and are acceptable to the Owner. The Performance Bond and the Payment Bond shall be in separate instruments and delivered to the Owner within ten (10) days from the receipt date of the fully executed Contract and deliver the recorded Bonds to the Owner. No Work shall commence (or recommence after a default or abandonment), and the Owner shall not make a payment to the Contractor, until certified copies of the recorded bonds are provided to the Owner.

Prior to final payment by the Board, the Contractor shall execute a notarized sworn affidavit stating that all suppliers, including suppliers of labor, and materialmen have been fully paid for the project labor, materials and supplies.

SECURITY FOR FAITHFUL PERFORMANCE – FOR BIDS UNDER \$100,000 & PERFORMANCE BONDS WILL BE WAIVED.

The Board of County Commissioners, in regular session on November 04, 1997, accepted staff's recommendation to increase the threshold on construction projects for payment and performance bonds from \$50,000 to \$100,000. In conjunction with exempting surety requirements for contracts below \$100,000, the Contractor must agree to the following conditions, and post the following at the designated project site.

- (a) A document notifying all suppliers and materialmen that the Contractor has not executed a payment and performance bond shall be posted in a conspicuous place at the construction site or location where materials or suppliers are to be delivered.
- (b) The Contractor shall not be paid except for work satisfactorily completed and inspected by the appropriate representative of

the Board. The Board of County Commissioners may withhold up to 5% of the total amount owed to the Contractor for the longer of 100 days of such period of time it takes the Board to determine that the requirements of subparagraph (c) and (d) below have been met.

- (c) The Contractor shall submit notarized, original Final Release of Lien forms, signed by the materialmen and suppliers indicating that they have been paid for all work, materials, and supplies prior to the release of final payment. Notwithstanding the foregoing, pursuant to section 255.05(11), Florida Statutes, when the Contractor has furnished and recorded a payment and performance bond and provided the County with a written consent from the Surety regarding the Project or payment in question, no such releases shall be required. The Surety may, in a writing served on the County, revoke its consent or direct that the County withhold a specified amount from a payment, which shall be effective upon receipt.
- (d) Prior to final payment by the Board, the contractor shall execute a notarized sworn affidavit stating that all suppliers, including suppliers of labor, and materialmen have been fully paid for the project labor, materials and supplies.

19.2 Within ten (10) days of receipt of fully executed Contract, the Contractor shall provide to the Owner a copy of the Public Construction Performance Bond and the Public Construction Payment Bond that has been officially recorded in the office of the Brevard County Clerk of the Court, and shall provide a copy of same to each and every subcontractor and supplier approved for the project, and notify them of deadlines to make claims under said bonds.

19.3 The Public Construction Performance Bond and the Public Construction Payment Bond shall remain in force from the date of the Notice to Proceed until one (1) year after the date of final acceptance and payment of the work as a protection to the Owner against losses resulting from latent defects in materials or improper performance of work under the Contract which may appear or be discovered during that period.

19.4 The Public Construction Performance Bond shall also indemnify the Owner, and any successor to the Owner, against losses resulting from latent defects in materials or improper performance of work under the Contract which may appear or be discovered after completion of the work. The Bidder shall indemnify the Owner against all losses, damages, expenses and attorney fees, including

appellate proceedings that the Owner sustains because of the default by the principal under the Contract.

19.5 For projects less than \$100,000, a Public Construction Performance Bond and the Public Construction Payment Bond shall not be required however, the following provisions shall apply:

(a) A document notifying all subcontractors and suppliers that the Contractor has not executed said bonds shall be posted in a conspicuous place at the construction site or location where materials or supplies are to be delivered.

All provisions under Section VII, Article 31 - Partial and Final Payments as identified in the Specifications and Contract Documents shall be adhered to regardless of where bonds are required or not.

20. QUALIFICATION OF SURETIES

20.1 General: The following requirements shall be met by all surety companies furnishing bonds required by this document.

20.2 Qualifications: As to companies being rated acceptable:

(a) The Surety shall be rated as "A" or better as to General Policyholders Rating and Class X or better as to Financial Category by Best's Key Rating Guide, published by Alfred M. Best Company, Inc., of 75 Fulton Street, New York, New York, 10038.

(b) The Surety shall be listed on the U.S. Department of the Treasury, Fiscal Service, Bureau of Government Financial Operations, Circular 570, (Latest Revision) entitled, "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies".

(c) All Surety Companies are subject to approval and may be rejected by the Owner without cause, in the same manner that bids may be rejected.

20.3 Limitations: Bonding Limits or Bonding Capacity refer to the limit or amount of Bond acceptable on any one risk. The bonding limit of the Surety shall not exceed ten percent (10%) of the policyholder surplus (capital and surplus) as listed by the aforementioned Best's Key Rating Guide, on any one risk (penalty or amount of any one bond).

20.4 Requirements:

(a) Policyholder's surplus is required to be 10 times the amount of any one bond.

21. INTERPRETATION OF ESTIMATED QUANTITIES

21.1 In the case of unit price items, the quantities of work to be done and materials to be furnished under this Contract, given in the Bid Form, are to be considered as approximate only and are to be used solely for the comparison of Bids received. The Owner and Engineer do not expressly or by implication represent that the actual quantities involved will correspond exactly therewith; nor shall the Bidder plead misunderstanding or deception because of such estimate of quantities or of the character, location or other conditions pertaining to the work. Payment to the Contractor will be made only for the actual quantities of work performed or material furnished in accordance with the Drawings and other Contract Documents, and it is understood that the quantities may be increased or diminished as provided in the General Conditions without in any way invalidating any of the unit or lump sum prices bid.

22. ALTERNATES

22.1 When certain items of equipment and/or materials are specified and/or described as the product of a particular manufacturer together with any required additional information such as model number, size or catalog number, only such specific items may be used in the Base Bid except as hereinafter provided.

22.2 The Contractor must judge whether alternate equipment is of comparable character and quality to the specified equipment. The Owner or the Owner's Engineer will not discuss, approve or disapprove any alternate equipment and/or materials before the proposals are opened. The cost of Modifications in related work and/or additional drawings which may be required to illustrate or define the alternate equipment and its relation to the other parts of portions of the work shall be paid by the Contractor. No modification will be made in the amount of time in which to complete the work or in the liquidated damages.

23. ORAL STATEMENTS

23.1 No oral statement of any person whomsoever shall in any matter or degree modify or otherwise affect the terms of the Contract Documents.

24. PRE-QUALIFICATION OF AWARDED CONSTRUCTION BIDDER

24.1 Brevard County Code Chapter 2, Article VII and Policy BCC-28 "Pre-Qualification of Construction Bidders Prior to Award and Contractor/Subcontractor Evaluations" require the Contractor and specified Subcontractors to submit documents which will demonstrate that the present organization and prior work experience is of adequate size and development to maintain responsible control of the project and to schedule, coordinate and perform the work in an expeditious manner in accordance with the Contract Documents. These documents will provide evidence of adequate project experience, quality workmanship, adherence to project schedule, financial soundness, depth of corporate commitment, ability to provide payment and performance bonds, safety performance, and any other pertinent data obtained from reference checks that is determined by staff, and identified below, to be a measure of the Contractor/Subcontractors qualifications. This information will be relied upon and investigated by the Owner in determining whether the Bidder is the best responsible and most qualified Bidder, and that its subcontractors are qualified to perform the Work of the Contract. In the event the Bidder is qualified but one of Bidder's subcontractors is not, the Bidder shall have five (5) business days to submit the qualification documents with a substituted subcontractor without any change in the original bid amount.

24.2 The Contractor must submit the following pre-qualification documentation:

- (a) Contractor's Qualification Statement - AIA Document A305, most recent Edition (attached in Section III).**
- (b) Most current Financial Statement (less than one (1) year). All financial information is confidential and not subject to disclosure under the Public Records Act.**
- (c) Resumes of Contractor and Subcontractor's key personnel, including Project Manager and Superintendent levels.**
- (d) List of Subcontractors and items of work and value of work to be performed by the Subcontractor's workforce.**
- (e) Contractor's Qualification Statement - AIA Document A305, most recent Edition for Subcontractors determined by staff and identified in the bidding documents to be critical to the success of the project. Key Subcontractors and their qualifications are to be identified in the bid documents.**

- (f) Any other pertinent qualifications, evaluations from past projects, data or information determined by staff to be critical to the success of the project.

24.3 The following Subcontractor qualifications are required:

- (a) Subcontractors must be capable of providing 100% Payment and Performance Bonds and provide written documentation from Surety Company documenting this ability, if requested by Owner.
- (b) Subcontractors must provide proof of a minimum of five (5) years experience in the trade for which they are being contracted.

24.4 The apparent low Bidder, after the formal Bid opening, will be required to submit the information above within five (5) business days from Notice of Apparent Lowest Bidder for staff review and approval by the appropriate Review and Qualification Committee. If the apparent low Bidder cannot provide adequate documents for review, or the submitted documents give indications of a non-stable or unqualified company, the Contractor will be recommended by staff for Bid rejection and the apparent second low Bidder will be contacted and afforded the previous mentioned five (5) business days to submit their pre-qualification documents. This process will continue until the lowest responsive, qualified Bidder is established. In the event the Bidder is qualified but one of Bidder's subcontractor's is not, the Bidder shall have five (5) business days to submit the qualification documents of a substitute subcontractor without any change in the original bid amount.

24.5 The Owner will consider, in determining the qualifications of a Bidder, or a Bidder's subcontractors, the contractor's and subcontractor's record in the performance of any contracts for construction work with the Owner or with similar public or private bodies or corporations. The Owner expressly reserves the right to reject the bid and/or subcontractor of any Bidder if such record discloses that such Bidder, in the opinion of the Owner, is not the best or most qualified Bidder or that Bidder and/or subcontractor has not properly performed its contracts or has habitually and without just cause neglected the payment of bills, or has otherwise disregarded his obligations, subcontractors, material men, suppliers or employees.

24.6 The Owner may make such investigation as they deem necessary to determine the responsibility, qualifications and ability of the Bidder and/or its subcontractor to perform the work, and the Bidder shall

furnish to the Owner all such information and data for this purpose as he may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of such Bidder and/or subcontractor, fails to satisfy the Owner that such Bidder is a responsive and responsible Bidder in accordance with the criteria set forth herein, or that such subcontractor is qualified. The ability to secure payment and performance bonds for the Work shall not be conclusive evidence of Bidder and/or subcontractor's financial responsibility. Conditional bids will not be accepted.

SECTION III

PROPOSAL

FOR THE WICKHAM ROAD/STADIUM PARKWAY ROADWAY AND SIGNALIZATION
IMPROVEMENTS PROJECT

Submitted: June 17, 2016

Board of County Commissioners
c/o Purchasing Department
2725 Judge Fran Jamieson Way,
Building C, Third Floor
Government Center,
Viera, FL 32940

Total Bid: \$ 800,217.51

Contractor's Name:

Jr. Davis Construction Co., Inc.

Commissioners:

The duly licensed construction contracting firm of Jr. Davis Construction Co., Inc. has completed all required proposal and bid documents and has prepared this proposal for submission on this date for further consideration by the Commission.

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Proposal, as principal or principals, is or are named herein of the Contract to which the work pertains; that this Proposal is made without connection or arrangement with any other person, company, or parties making a bid or proposal and that the Proposal is in all respects fair and made in good faith without collusion or fraud.

The Bidder further declares that the Bidder has examined the site of the work and that from personal knowledge and experience, or that the Bidder has made sufficient test holes and/or other subsurface investigations to be fully satisfied that such site is a correct and suitable one for this work and the Bidder assumes full responsibility therefore; that the Drawings and Specifications for the work have been examined and from the Bidders own experience or from professional advice that the Drawings and Specifications are sufficient for the work to be done and the Bidder has examined the other Contractual Documents relating thereto, including the Advertisement for Bids, Instructions to Bidders, Proposal, Bid Security or Bid Bond, Contract, Public Construction Performance and Payment Bonds, General Conditions, Special Provisions, Technical Specifications, Drawings, and has read all addenda prior to the opening of bids, and that the Bidder has been fully satisfied, relative to all matters and conditions with respect to the work to which this Proposal pertains.

The Bidder proposes and agrees, if this Proposal is accepted, to contract with the Board of County Commissioners of Brevard County, Florida, (Owner) in the form of contract specified, to furnish all necessary materials, all equipment, all necessary machinery, tools, apparatus, means of transportation, and labor necessary to complete the work specified in the Proposal and the Contract, and called for by the Drawings and Specifications and in a manner specified.

The Bidder further proposes and agrees to comply in all respects with the time limits for commencement and completion of the work as stated in the Contract Form.

The Bidder further agrees that the deductions for liquidated damages, as stated in the Contract Form, constitute fixed, agreed, and liquidated damages to reimburse the Owner for additional costs to the Owner resulting from the work not being completed within the time limit stated in the Contract Form.

The Bidder has included a certification that it possesses all qualifications required by the Florida Department of Transportation for all work under this Contract.

The Bidder further agrees to execute a Contract and furnish satisfactory Public Construction Performance and Payment Bonds each in the amount of one-hundred percent (100%) of the Contract price and a Certificate of Insurance showing coverages in accordance with contract requirements, within ten (10) consecutive calendar days after written notice being given by the Owner of the award of the Contract, and the undersigned agrees that in case of failure on the Contractor's part to execute the said Contract, Public Construction Performance and Payment Bonds, and Insurance Certificate within the ten (10) consecutive calendar days after the award of the Contract, the cashier's check or Bid Bond accompanying the bid and the money payable thereon shall be paid to the Owner as liquidated damages sustained by the Owner; otherwise, the check accompanying the Proposal shall be returned to the undersigned after the Contract is signed and the Public Construction Performance and Payment Bonds and Insurance Certificate are filed.

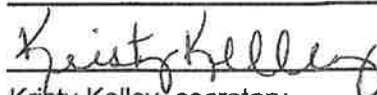
The Bidder further agrees that, within ten (10) days of execution of the project contract, by both parties, the Bidder shall provide to the Owner, a copy of the Public Construction Performance Bond and the Public Construction Payment Bond that has been officially recorded in the office of the Brevard County Clerk of the Court, and shall provide a copy of same to each and every subcontractor approved for the project, and notify them of deadlines to make claims under said bonds.

The undersigned agrees to accept in full compensation therefore the total of the lump sum prices and extended unit prices for items named in the following schedule. It is understood that the unit prices quoted or established for a particular item are to be used for computing the amount to be paid to the Contractor, based on the quantities actually constructed as determined by the applicable measurement and payment portion of the technical specifications.

Bidders Occupational License No.

CUC051665

Signature of Contractor



Kristy Kelley, secretary

WICKHAM ROAD & STADIUM PARKWAY

INTERSECTION IMPROVEMENTS

BID FORM

REVISED MARCH 2016

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	AMOUNT
PART 1 - ROADWAY IMPROVEMENTS					
101-1	MOBILIZATION	LS	1	\$ 92,150.00	\$ 92,150.00
102-1	MAINTENANCE OF TRAFFIC	LS	1	\$ 37,610.00	\$ 37,610.00
104-1	PREVENTION, CONTROL AND ABATEMENT OF EROSION AND WATER POLLUTION	LS	1	\$ 2,755.00	\$ 2,755.00
110-1-1	CLEARING & GRUBBING	AC	0.08	\$ 53,615.00	\$ 4,289.20
110-4	REMOVAL OF EXISTING CONCRETE PAVEMENT (CURB AND SIDEWALK)	SY	251	\$ 36.25	\$ 9,098.75
160-4	TYPE B STABILIZATION	SY	4,500	\$ 8.60	\$ 38,700.00
162-1-11	PREPARED SOIL LAYER, FINISH SOIL LAYER, 6"	SY	2,200	\$ 5.40	\$ 11,880.00
285-709	OPTIONAL BASE, BASE GROUP 09	SY	3,925	\$ 25.30	\$ 99,302.50
327-70-6	MILLING EXIST ASPH PAVT, 1 1/2" AVG DEPTH	SY	2,315	\$ 8.10	\$ 18,751.50
334-1-13	SUPERPAVE ASPHALTIC CONC, TRAFFIC C	TN	610	\$ 99.50	\$ 60,695.00
337-7-42	ASPHALT CONCRETE FRICTION COURSE, TRAFFIC C, FC-12.5, PG 76-22, PMA	TN	677	\$ 128.35	\$ 86,892.95
520-1-10	CONCRETE CURB & GUTTER, TYPE F (3,000 PSI)	LF	35	\$ 30.00	\$ 1,050.00
520-2-1	CONCRETE CURB, TYPE A (3,000 PSI)	LF	2,020	\$ 16.70	\$ 33,734.00
522-2	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK (3,000 PSI)	SY	244	\$ 47.90	\$ 11,687.60
527-2	DETECTABLE WARNINGS	SF	80	\$ 38.80	\$ 3,104.00
570-1-2	PERFORMANCE TURF, SOD	SY	2,200	\$ 3.35	\$ 7,370.00
700-1-11	SINGLE POST SIGN, F & I GROUND MOUNT, UP TO 12SF	AS	18	\$ 232.00	\$ 4,176.00
700-1-50	SINGLE POST SIGN, RELOCATE	AS	6	\$ 140.00	\$ 840.00
700-1-60	SINGLE POST SIGN, REMOVE	AS	8	\$ 70.00	\$ 560.00
700-3101	SIGN PANEL, FURNISH & INSTALL GROUND MOUNT, UP TO 12 SF	EA	8	\$ 52.25	\$ 418.00
705-10-1	OBJECT MARKER, TYPE 1	EA	3	\$ 75.40	\$ 226.20
706-3	RETRO-REFLECTIVE PAVEMENT MARKERS	EA	124	\$ 3.50	\$ 434.00
711-11-123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK AND ROUNDABOUT	LF	580	\$ 3.30	\$ 1,914.00
711-11-124	THERMOPLASTIC, STANDARD, WHITE, SOLID, 18" FOR DIAGONALS AND CHEVRONS	LF	300	\$ 5.00	\$ 1,500.00
711-11-125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK	LF	515	\$ 6.65	\$ 3,424.75
711-11-141	THERMOPLASTIC, STANDARD, WHITE 2-4 DOTTED GUIDELINE, 6-10 GAP EXTENSION, 6"	GM	0.02	\$ 1,378.00	\$ 27.56
711-11-151	THERMOPLASTIC, STANDARD, WHITE, DOTTED GUIDELINE, 6-10 GAP EXTENSION, 6"	GM	0.05	\$ 1,378.00	\$ 68.90
711-11-160	THERMOPLASTIC, STANDARD, WHITE, MESSAGE OR SYMBOL	EA	3	\$ 232.00	\$ 696.00
711-11-170	THERMOPLASTIC, STANDARD, WHITE, ARROW	EA	15	\$ 93.00	\$ 1,395.00
711-15-101	THERMOPLASTIC, STANDARD-OPEN GRADED ASPHALT SURFACES, WHITE, SOLID, 6"	GM	0.45	\$ 6,307.00	\$ 2,838.15
711-15-102	THERMOPLASTIC, STANDARD-OPEN GRADED ASPHALT SURFACES, WHITE, SOLID, 8"	GM	0.10	\$ 9,184.00	\$ 918.40
711-15-201	THERMOPLASTIC, STANDARD-OPEN GRADED ASPHALT SURFACES, YELLOW, SOLID, 6"	GM	0.35	\$ 6,307.00	\$ 2,207.45
SUBTOTAL - PART 1 (ROADWAY IMPROVEMENTS)					\$ 540,714.91

WICKHAM ROAD & STADIUM PARKWAY

INTERSECTION IMPROVEMENTS

BID FORM

REVISED MARCH 2016

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	AMOUNT
PART 2 - SIGNAL IMPROVEMENTS					
101-1	MOBILIZATION (SIGNAL)	LS	1	\$ 1,145.00	\$ 1,145.00
102-1	MAINTENANCE OF TRAFFIC (SIGNAL)	LS	1	\$ 5,705.00	\$ 5,705.00
630-2-11	CONDUIT, F&I, OPEN TRENCH	LF	487	\$ 7.00	\$ 3,409.00
630-2-12	CONDUIT, F&I, DIRECTIONAL BORE	LF	366	\$ 18.00	\$ 6,588.00
632-7-1	SIGNAL CABLE- NEW OR RECONSTRUCTED INTERSECTION, F&I	PI	1	\$ 8,375.00	\$ 8,375.00
635-2-11	PULL & SPLICE BOX, F&I, 13"X24" COVER SIZE	EA	19	\$ 595.00	\$ 11,305.00
639-1-123	ELECTRICAL POWER SERVICE, F&I, UNDERGROUND, METER NOT RQ	AS	1	\$ 1,318.00	\$ 1,318.00
639-2-1	ELECTRICAL SERVICE WIRE, F&I	LF	277	\$ 5.80	\$ 1,606.60
639-3-11	ELECTRICAL SERVICE DISCONNECT, FURNISH AND POLE MOUNT	EA	1	\$ 1,267.00	\$ 1,267.00
641-2-12	PRESTRESSED CONCRETE POLE, F&I, TYPE P-II SERVICE POLE	EA	1	\$ 1,180.00	\$ 1,180.00
646-1-11	ALUMINUM SIGNAL POLE, F&I, PEDESTAL	EA	8	\$ 1,085.00	\$ 8,680.00
649-31-207	MAST ARM,F&I, WIND SPEED-130,SINGLE ARM,W/ LUMINAIRE-46'	EA	2	\$ 26,150.00	\$ 52,300.00
649-31-208	MAST ARM,F&I, WIND SPEED-130,SINGLE ARM,W/ LUMINAIRE-60'	EA	2	\$ 26,265.00	\$ 52,530.00
650-1-313	TRAFFIC SIGNAL, F&I, 3 SECTION, 1 WAY, POLYCARONATE	AS	11	\$ 850.00	\$ 9,350.00
650-1-413	TRAFFIC SIGNAL, F&I, 4 SECTION, 1 WAY, POLYCARONATE	AS	2	\$ 1,110.00	\$ 2,220.00
653-191	PEDESTRIAN SIGNAL, F&I, LED COUNTDOWN, 1-DIRECTION	AS	8	\$ 610.00	\$ 4,880.00
660-4-11	VEHICLE DETECTION SYSTEM- F&I CABINET EQUIPMENT	EA	1	\$ 6,640.00	\$ 6,640.00
660-4-12	VEHICLE DETECTION SYSTEM- F&I ABOVE GROUND EQUIPMENT	EA	4	\$ 6,525.00	\$ 26,100.00
665-1-11	PEDESTRIAN DETECTOR, F&I, STANDARD	EA	8	\$ 313.00	\$ 2,504.00
670-5-110	TRAFFIC CONTROLLER ASSEMBLY, F&I, NEMA	AS	1	\$ 27,460.00	\$ 27,460.00
685-1-14	UNINTERRUPTIBLE POWER SUPPLY, F&I, OL/DBL CONV, W CABINET	EA	1	\$ 13,640.00	\$ 13,640.00
700-5-22	INTERNALLY ILLUMINATED SIGN, FURNISH & INSTALL, 12-18 SF	AS	4	\$ 2,825.00	\$ 11,300.00
SUBTOTAL - PART 2 - SIGNAL IMPROVEMENTS					\$ 259,502.60
TOTAL - PARTS 1 & 2					\$ 800,217.51
FEDERALLY FUNDED NON-PARTICIPATING ITEM					
	PAYMENT & PERFORMANCE BOND	LS	1	\$ 11,363.00	\$ 11,363.00
TOTAL - FEDERALLY FUNDED NON-PARTICIPATING ITEM					\$ 11,363.00
ALTERNATE BID ITEMS					
520-1-10	CONCRETE CURB & GUTTER, TYPE F (2,500 PSI)	LF	35	\$ 27.50	\$ 962.50
520-2-1	CONCRETE CURB & GUTTER, TYPE A (2,500 PSI)	LF	2,020	\$ 16.45	\$ 33,229.00
522-2	CONCRETE SIDEWALK AND DRIVEWAYS (4" THICK) (2,500 PSI)	SY	244	\$ 45.90	\$ 11,199.60
TOTAL - ALTERNATE BID ITEMS					\$ 45,391.10

NOTES:

- THE QUANTITY OF THE ITEMS ABOVE ARE ESTIMATED FOR BIDDING PURPOSES.
- THE PAYMENT WILL BE MADE BASED ON ACTUAL INSTALLED MEASURED QUANTITIES.
- THE COST OF DEWATERING WILL BE INCLUDED IN THE UNIT COST OF BID ITEMS
- NO SEPARATE PAYMENT WILL BE MADE FOR INCIDENTAL WORK, THE COST SHALL BE INCLUDED IN THE BID PRICE.
- THERE ARE NO PAY LINE ITEMS FOR THE UTILITY LINE ADJUSTMENTS FOR UTILITY CONFLICTS, UNLESS OTHERWISE NOTED/SHOWN ON THE PLANS AND BID

IN CASE OF MATHEMATICAL ERRORS, UNIT PRICES WILL GOVERN.

WICKHAM ROAD & STADIUM PARKWAY

INTERSECTION IMPROVEMENTS

BID FORM

REVISED MARCH 2016

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	AMOUNT
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VENDOR NAME Jr. Davis Construction Co., Inc.
PRINTED SIGNATURE Kristy Kelley, secretary
AUTHORIZED SIGNATURE *Kristy Kelley*
PHONE # 407-870-0066 FAX# 407-870-1912 DATE 8/17/2016
EMAIL ADDRESS estimating@jr-davis.com

Electronic Price sheet may be completed electronically on Excel spreadsheet. Electronically completed spreadsheet should be saved on CD and included with bid submittal. Bidders must also print out a hard copy of the completed Price Sheet, sign where indicated, and submit with bid. DO NOT MODIFY OR RE-ISSUE THE PRICE SHEET. USE THE PRICE SHEET FORM PROVIDED.

ADDENDA ACKNOWLEDGMENT

Acknowledgment is hereby made of the following Addenda received since issuance of Drawings and Specifications:

Addendum No. ___ Dated: ___ Addendum No. ___ Dated: ___
Addendum No. ___ Dated: ___ Addendum No. ___ Dated: ___
Addendum No. ___ Dated: ___ Addendum No. ___ Dated: ___

Attached hereto is a cashier's check on the ___ Bank of ___ or Bid Bond for the sum of ___ 5% Dollars (\$ ___), made payable to the Board of County Commissioners of Brevard County, Florida.

Kristy Kelley L.S.
(Name of Bidder)(Affix Seal)

Kristy Kelley L.S.
(Signature of Officer)

Secretary L.S.
(Title of Officer)

Address: 210 So. Hoagland Blvd.

City Kissimmee State Florida

The full names and residences of persons and firms interested in the foregoing bid, as Principals, are as follows:

James B. Davis, Jr.

Names of the executives who will give personal attention to the work:

James B. Davis, Jr. - President, Glenn Kelley - General Mgr., Ed Scarborough - Construction Mgr.

Mike Bullock - Project Manager, Mike Keys - Superintendent, Chad Greco - Safety Director

Attach list of Subcontractors as required by Article 7.5(c) of Instructions to Bidders.

TRENCH SAFETY ACT COMPLIANCE

1. The Bidder acknowledges the existence of the Florida Trench Safety Act (hereinafter called the "Act") and the requirements established herein.
2. The Bidder further acknowledges that the Act established in Federal excavation safety standards set forth at 29 CFR Part 1926, Subpart P as the Interim State standard applicable to this project.
3. The Bidder will comply with all applicable trench safety standards, during all phases of the work, if awarded the contract, and will ensure that all subcontractors will also comply with the Act.
4. The Bidder will consider the geotechnical information available from the Owner, from its own sources and all other relevant information in its design of the trench safety system it will employ on the subject project. The Bidder acknowledges that the Owner is not obligated to provide such information, that Bidder is not to rely solely on such information if provided, and that Bidder is solely responsible for the selection of the date on which he relies in designing said safety system, as well as for the system itself.
5. The Bidder acknowledges that included in the total price in the bid form are costs for complying with the Florida Trench Safety Act which is in effect as of October 1, 1990. The undersigned further identifies the costs to be \$ 1.00 per linear foot.
6. The amount in Item 5 includes the following Trench Safety Compliance Methods and the units of each safety measure. The unit costs and the unit prices are shown solely for the purpose of compliance with the procedural requirements of the Act.

Trench Safety Compliance Method	Unit (LF,SY)	Quantity	Estimated Unit Cost	Extended Cost
A. <u>Open Cut/Slope</u>	<u>LF</u>	<u>487</u>	<u>\$1.00</u>	<u>\$487.00</u>
B. _____	_____	_____	_____	_____
C. _____	_____	_____	_____	_____
D. _____	_____	_____	_____	_____

7. Acceptance of the bid to which this certification and disclosure applies in no way represents that the Owner or its representatives have evaluated or determined that the above costs are adequate to comply with the applicable trench safety requirements, nor does it in anyway relieve the undersigned of his sole responsibility for complying with all applicable safety requirements.

Signature: Kristy Kelley
 Kristy Kelley, secretary

MINORITY EMPLOYMENT INFORMATION

BID #: B-3-16-83

BID NAME: Wickham Rd/Stadium Parkway Roadway & Signalization Improvement

The Board of County Commissioners requires construction contractors, who would otherwise be required to file an EEO Form 1 Report (Standard Form 100) under federal law, to submit an EEO Form 1 Report with the submission of their bid for County projects. Federal law currently requires that the Standard Form 100 must be filed by:

(A) All private employers who are: (1) subject to Title VII of the Civil Rights Act of 1964 (as amended by the Equal Opportunity Act of 1972) with 100 or more employees, excluding State and local governments, primary and secondary school systems, institutions of high education, Indian tribes, and tax-exempt private membership clubs other than labor organizations; OR (2) subject to Title VII who have fewer than 100 employees if the company is owned or affiliated with another company, or there is centralized ownership, control or management (such as central control of personnel policies and labor relations) so that the group legally constitutes a single enterprise, and the entire enterprise employs a total of 100 or more employees.

(B) All Federal contractors (private employers) who: (1) are not exempt as provided for by 41 CFR 60-1.5, (2) have 50 or more employees, AND (a) are prime contractors or first-tier subcontractors, and have a contract, subcontract, or purchase order amounting to \$50,000 or more; (b) serve as a depository of Government funds in any amount, or (c) is a financial institution which is an issuing and paying agent for U.S. Savings Bonds and Notes.

This requirement extends to any of your sub-contractors who are required to submit the EEO Form 1 Report under federal law as outlined above.

Failure to submit the EEO Form 1 Report or the following statement with your bid may be reason to declare your bid as "non-responsive" to the bid requirements. However, the information will be used for statistical purposes only and will not be used in any way as a basis for award of the bid.

Please fill out and sign one (1) of the following statements:

- 1. My company or sub-contractor(s) is required to submit the EEO Form 1 Report and it is attached.

N/A (Company Name) N/A (Date) N/A (Signature)

- 2. My company or sub-contractor(s) is not required to submit the EEO Form 1 Report.

Jr. Davis Construction Co., Inc. (Company Name) June 17, 2016 (Date) Kristy Kelley (Signature)

Company Name: Jr. Davis Construction Co., Inc.

Company Address: 210 So. Hoagland Blvd., Kissimmee, FL 34741

Company Telephone/Fax Numbers: 407-870-0066 / 407-870-1912

Signature: Kristy Kelley

Printed Signature: Kristy Kelley, secretary

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Florida)
County of Osceola)
ss

Kristy Kelley, being duly sworn, deposes and says that:

- (1) She ~~He~~ is secretary of Jr. Davis Construction Co., Inc., the Bidder that has submitted the attached bid;
- (2) He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
- (3) Such bid is genuine and is not a collusive or sham bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from proposing in connection with such contract, or has in any manner, directly or indirectly, sought by contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached bid or of any other Bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Board of County Commissioners of Brevard County, Florida, or any person interested in the contract; and
- (5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of his agents, representatives, owners, employees, or parties of interest, including affiant.

Kristy Kelley
(Signature) Kristy Kelley
Secretary
(Title)

Subscribed and sworn to before me
this 17th day of June, 2016.

Kristy Kelley is personally known to me and/or produced identification

Lisa Giardina (type)
Notary Public, Lisa Giardina



LISA K. GIARDINA
MY COMMISSION # FF 941121
EXPIRES: December 15, 2019
Bonded Thru Budget Notary Services

My Commission expires 12/15/2016 Commission # FF941121

Jr. Davis Construction Company, Inc.

Bid For: Bid #B-3-16-83

Wickham Road/Stadium Parkway Roadway & Signalization Improvement Project

Ref: List of Major Subcontractors

Signals	PowerCore, Inc.	\$ 259,502.60
Signage and Striping	Fausnight Stripe & Line, Inc.	\$ 21,644.41
Hauling	S & L Materials, Inc.	\$ 69,387.00

PUBLIC ENTITY CRIME AFFIDAVIT

STATE OF FLORIDA

COUNTY OF Osceola

BEFORE ME, the undersigned authority, personally appeared Kristy Kelley,
secretary who, being by me first duly sworn, made the following
statement:

1. The Business address of 210 So. Hoagland Blvd., Kissimmee, FL 34741 (name of bidder or contractor) is Jr. Davis Construction Co., Inc.
2. My relationship to Jr. Davis Construction Co., Inc. (name of bidder or contractor) is secretary (relationship such as sole proprietor, partner, president, vice president).
3. I understand that public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
5. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholder, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

6. Neither the bidder or contractor nor any officer, director, executive, partner, shareholder, employee, or contractor nor any affiliate of the bidder or contractor has been convicted of a public entity crime subsequent to July 1, 1989.

(Draw a line through paragraph 6 if paragraph 7 below applies.)

7. ~~There has been a conviction of a public entity crime by the bidder or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the bidder or contractor who is active in the management of the bidder or contractor or an affiliate of the bidder or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____.~~
A copy of the order of the Division of administrative Hearings is attached to this statement.

(Draw a line through paragraph 7 if paragraph 6 above applies.)

Kristy Kelley
Kristy Kelley, secretary

Sworn to and subscribed before me in the state and county first mentioned above on the
17th day of June, 2016.

Lisa K. Giardina
Notary Public, Lisa Giardina

My commission expires: 12/15/2019

(affix seal)



LISA K. GIARDINA
MY COMMISSION # FF 941121
EXPIRES: December 15, 2019
Bonded Thru Budget Notary Services

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LAP CERTIFICATION OF CURRENT CAPACITY

CONFIDENTIAL

For bids to be received on June 17, 2016.
(Letting Date)

Fill in your FDOT Vendor Number												
VF	5	9	2	5	7	1	7	6	3	0	0	4
(Only applicable to FDOT pre-qualified contractors)												

CERTIFICATE

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

The total uncompleted work as shown on
the "Status of Contracts on Hand" report (page 2) \$ \$130,118,627.00

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

1. If the letting is before the 25th day of the month, the certificate and report reflect the uncompleted work as of the 15th day of the month, last preceding the month of the letting.
2. If the letting is after the 25th day of the month, the certificate and report reflects the uncompleted work in progress as of the 15th day of the month of the letting.
3. All new contracts (and subcontracts) awarded earlier than five days before the letting date are included in the report and charged against our total rating.

I certify that the information above is correct.

Sworn to and subscribed this 17th day
of June, 20 16

Jr. Davis Construction Co., Inc.
NAME OF FIRM
By: Kristy Kelley
Kristy Kelley, secretary
Title

STATUS OF CONTRACTS ON HAND

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

1 PROJECTS OWNER, LOCATION AND DESCRIPTION	2 CONTRACT (OR SUBCONTRACT) AMOUNT	3 AMOUNT SUBLET TO OTHERS	4 BALANCE OF CONTRACT AMOUNT	5 UNCOMPLETED AMOUNT TO BE DONE BY YOU	
				AS PRIME CONTRACTOR	AS SUBCONTRACTOR
Poinciana Parkway, Jr Davis Cons./JIG-PP, Kissimmee	\$ 34,129,700.00	\$ 5,600,700.00	\$ 28,529,000.00	\$	\$ 1,325,800.00
Disney Springs, WDI, Lake Buena Vista, FL	\$ 15,354,000.00	\$ 2,997,800.00	\$ 12,356,200.00	\$	\$ 306,600.00
Road 1/Beacon Park/Sanger Rd Ext., BCID, Orlando	\$ 8,037,100.00	\$ 2,473,500.00	\$ 5,563,600.00	\$ 18,200.00	
BVD Road Widening, RCID, Lake Buena Vista	\$ 32,509,100.00	\$ 24,613,600.00	\$ 7,895,500.00	\$ 2,562,900.00	
Disney North U Parking, WDWR, Lake Buena Vista	\$ 11,742,400.00	\$ 3,871,900.00	\$ 7,870,500.00	\$ 995,600.00	
Barnes Blvd. Widening, Brevard County, Melbourne	\$ 21,299,000.00	\$ 5,686,500.00	\$ 15,612,500.00	\$ 6,210,400.00	
Seidel East Ph 1, Toll Brothers, Orlando	\$ 6,842,100.00	\$ 1,038,000.00	\$ 5,804,100.00	\$ 80,300.00	
FAMRC- TWA, Kissimmee	\$ 513,600.00	\$ 79,000.00	\$ 434,600.00	\$ 73,000.00	
Oak Street Widening, City of Kissimmee, Kissimmee	\$ 9,448,700.00	\$ 984,300.00	\$ 8,464,400.00	\$ 7,388,400.00	
Oak Street Widening Utilities- TWA, Kissimmee	\$ 2,636,200.00	\$ 132,700.00	\$ 2,503,500.00	\$ 1,509,800.00	
Ashton Station Ph2B, Narcoossee Land Holdings Two, Orlando	\$ 541,800.00	\$ 26,000.00	\$ 515,800.00	\$ 404,200.00	
USTA BLVD, DPR, Orlando	\$ 11,170,000.00	\$ 2,929,500.00	\$ 8,240,500.00	\$ 220,400.00	
Dyer & Carroll, City of Kissimmee, Kissimmee	\$ 8,297,300.00	\$ 511,400.00	\$ 7,785,900.00	\$ 6,398,200.00	
FAMRC- Judge Farms, Osceola County, Kissimmee	\$ 2,729,500.00	\$ 59,200.00	\$ 2,670,300.00	\$ 1,272,800.00	
Harmony Neighborhood I, Harmony Development, Harmony	\$ 3,728,100.00	\$ 548,300.00	\$ 3,179,800.00	\$ 90,400.00	
Twin Lakes, Narcoossee Land Ventures LLC, St. Cloud	\$ 10,339,700.00	\$ 1,289,300.00	\$ 9,050,400.00	\$ 1,795,600.00	
Ocoee Pines, JTD Land @ Ocoee Pines, Ocoee	\$ 6,276,800.00	\$ 550,500.00	\$ 5,726,300.00	\$ 2,333,800.00	

STATUS OF CONTRACTS ON HAND

Golden Oaks Ph4, Golden Oak Development, Lake Buena Vista	\$	10,960,300.00	\$	4,596,500.00	\$	6,363,800.00	\$	3,469,300.00	
Lakeside Groves, Narcossee Land Ventures LLC, St. Coud	\$	5,347,700.00	\$	1,144,500.00	\$	4,203,200.00	\$	2,065,100.00	
FAMRC- Skanska, Osceola County, Kissimmee	\$	260,900.00	\$	33,200.00	\$	227,700.00			
Whaley's Creek Ph. 2 Infra and Phase 3 Mass Grade	\$	4,855,800.00	\$	71,000.00	\$	4,784,800.00	\$	4,784,800.00	
Harmony O, Harmony Development, Harmony	\$	1,583,400.00	\$	32,900.00	\$	1,550,500.00	\$	774,900.00	
Southpointe, JTD Land @ Sputhpointe, Kissimmee	\$	2,235,100.00	\$	236,600.00	\$	1,998,500.00	\$	372,300.00	
Caribbean Resort, Walt Disney World Resort,	\$	125,000.00	\$	-	\$	125,000.00	\$	61,100.00	
Innovation Way Moss Park - Dowden Utilities, Lennar Homes, Orlando	\$	2,587,100.00	\$	-	\$	2,587,100.00	\$	2,498,400.00	
Innovation Way Moss Park - Roadway, Lennar Homes, Orlando	\$	2,387,500.00	\$	-	\$	2,387,500.00	\$	2,180,700.00	
Loren Cove, The Viera Company, Viera	\$	2,191,700.00	\$	17,300.00	\$	2,174,400.00	\$	1,957,600.00	
Bent Oak Ph 2, Marcobay, Orlando	\$	4,399,100.00	\$	71,800.00	\$	4,327,300.00	\$	3,561,800.00	
Rummell Road Bridge Rehab, Osceola County, St. Cloud	\$	622,400.00	\$	1,600.00	\$	620,800.00	\$	67,000.00	
Hennig Property, JTD Land @ Bay St., Winter Garden	\$	1,911,700.00	\$	192,000.00	\$	1,719,700.00	\$	1,631,500.00	
Twin Lakes Bridge over Bullis, Narcossee Land Ventures, Kissimmee	\$	1,091,000.00	\$	5,900.00	\$	1,085,100.00	\$	796,600.00	
Storey Park Blvd & Dowden Rd, Lennar, Orlando	\$	2,198,200.00	\$	26,400.00	\$	2,171,800.00	\$	1,546,200.00	
North Ridge Trail, Polk County, Auburndale	\$	2,786,900.00	\$	160,800.00	\$	2,626,100.00	\$	2,286,100.00	
Lake Nona Landings Walmart, Lake Nona Landing LLC, Orlando	\$	6,311,900.00	\$	1,150,700.00	\$	5,161,200.00	\$	5,161,200.00	
Laureate Park Phase 7, Lake Nona Land Co., Orlando	\$	5,598,000.00	\$	918,700.00	\$	4,679,300.00	\$	4,429,000.00	
Nemours Parkway Phase 4, Greenway Imp. District, Orlando	\$	598,600.00	\$	900.00	\$	597,700.00	\$	597,700.00	
Laureate Park Neighborhood Center, LNL, Orlando	\$	2,230,600.00	\$	321,400.00	\$	1,909,200.00	\$	1,909,200.00	
Reams Road, Reams Road Constructors LLC, Lake Buena Vista	\$	989,300.00	\$	6,300.00	\$	983,000.00	\$	822,400.00	
Valencia College MG, Quinn Commercial, Inc., Kissimmee	\$	746,000.00	\$	25,500.00	\$	720,500.00	\$	364,900.00	

STATUS OF CONTRACTS ON HAND

Innovation Way Storm Drain, Lennar Homes, LLC, Orlando	\$	2,073,800.00	\$	13,900.00	\$	2,059,900.00	\$	1,478,200.00		
Orchid Estates, JTD Land @ Orchid Estates, Apopka	\$	2,484,600.00			\$	2,484,600.00	\$	2,484,600.00		
LTP II Mira Lago Restoration, WDI, Haines City	\$	680,400.00	\$	-		680,400.00	\$	589,200.00		
Preserve at Turtle Creek Phase 3 & 4, Equity Preserves, St. Cloud	\$	1,427,200.00	\$	24,000.00	\$	1,403,200.00	\$	1,427,200.00		
FAMRC Lift Station, TWA, Kissimmee	\$	349,800.00	\$	-		349,800.00	\$	349,800.00		
Boggy Terrace Dr. & Simpson Rd/JTD Land @ Southpointe	\$	556,000.00	\$	4,600.00	\$	551,400.00	\$	551,400.00		
Crews Commerce Ctr., Crews Commerce Venture	\$	4,806,300.00			\$	4,806,300.00		\$	4,806,300.00	
FAMRC Infrastructure, Skanska	\$	1,596,127.00			\$	1,596,127.00		\$	1,596,127.00	
T5516 SR 500(US 192/441) Eastern to Nova	\$	15,846,500.00	\$	3,116,800.00	\$	12,729,700.00	\$	8,333,700.00		
T5530 SR 500 (US192) Aeronautical to Buderger	\$	37,673,800.00	\$	6,591,500.00	\$	31,082,300.00	\$	34,177,900.00		
NOTE: Columns 2 and 3 to show total contract (or subcontract) amounts. Column 4 to be difference between columns 2 and 3. Amount in columns 5 or 6 to be uncompleted portion of amount in column 4. All amounts to be shown to nearest \$100. The Contractor may consolidate and list as a single item all contracts which, individually, do not exceed 3% of total, and which, in the aggregate, amount to less than 20% of the total.										
TOTALS							\$	116,199,500.00	\$	13,919,127.00
TOTAL UNCOMPLETED WORK ON HAND TO BE DONE BY YOU (TOTAL COLUMNS 5 AND 6)								\$	130,118,627.00	

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

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

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

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

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

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

Name of Consultant: N/A

By: _____ Date: _____ Authorized Signature

Title: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DISCLOSURE OF LOBBYING ACTIVITIES

N/A

375-030-34
 PROCUREMENT
 04/14

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application b. initial award c. post-award	3. Report Type: a. initial filing b. material change For Material Change Only: Year: _____ Quarter: _____ Date of last report: _____ (mm/dd/yyyy)
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: _____ _____ _____ Congressional District, if known: 4c _____		5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: _____ _____ _____ Congressional District, if known: _____
6. Federal Department/Agency: _____ _____	7. Federal Program Name/Description: _____ _____ CFDA Number, if applicable: _____	
8. Federal Action Number, if known: _____	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI): _____ _____ _____	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): _____ _____ _____	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date (mm/dd/yyyy): _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION-
LOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS**
(Compliance with 2 CFR Parts 180 and 1200)

375-030-32
PROCUREMENT
11/15

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

Name of Consultant/Contractor: N/A

By: _____

Date: _____

Title: _____

Instructions for Certification

Instructions for Certification - Lower Tier Participants:

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

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

SECTION IV

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, Jr. Davis Construction Company, Inc. of Kissimmee, Florida, hereafter called the Principal, and Western Surety Company, (Surety), a Corporation organized and existing under the laws of the State of Florida, and authorized to transact business in the State of Florida, as Surety, hereinafter called Surety, are held and firmly bound unto the Owner, Brevard County, Florida, hereinafter called Obligee, in the penal sum of 5% of the amount of bid, good and lawful money of the United States of America, for the payment of which the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. The condition of this obligation is such, that,

WHEREAS, the Principal has submitted a bid to the Obligee on a contract for:

WICKHAM ROAD/STADIUM PARKWAY ROADWAY AND SIGNALIZATION IMPROVEMENTS PROJECT

NOW THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid and give such bond or bonds as may be specified in the Bidding or Contract Documents with good, qualified and sufficient surety for the faithful performance of such construction for the prompt payment of labor and materials furnished in the prosecution thereof, then this obligation shall be null and void; otherwise this bid is to remain in full force and effect for the payment to the Obligee of the stated penal sum hereof.

IN WITNESS WHEREOF, we have hereunto set our signatures and seals this 17th day of June, A.D., 2016, all pursuant to due authorization.

Jr. Davis Construction Company, Inc. Kristy Kelley (SEAL)
PRINCIPAL

By

SURETY: Western Surety Company
By Brett A. Ragland
Brett A. Ragland

ATTORNEY-IN-FACT IN ACCORDANCE WITH THE ATTACHED POWER OF ATTORNEY

STATE OF FLORIDA
COUNTY OF Orange

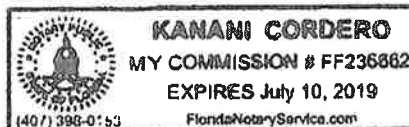
I, Kanani Cordero, a Notary Public in and for the State and County aforesaid, do hereby certify that Brett A. Ragland and Brett A. Ragland, whose names are signed to the foregoing bond, this day personally appeared before me in my State and County aforesaid and acknowledged the same. Given under my hand and seal this 17th day of June, 2016.

(Notary Public)

My commission Expires:

(Notary Public) Kanani Cordero

My commission Expires:



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Deidre Ann Sullivan, Joseph D Johnson Jr, Francis T O'Reardon, Brett A Ragland, Joseph D Johnson III, Kanani Cordero, Individually

of Orlando, FL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 9th day of November, 2015.



WESTERN SURETY COMPANY

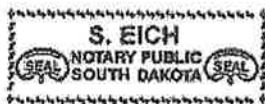
Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 9th day of November, 2015, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

February 12, 2021



S. Eich
S. Eich, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 17TH day of JUNE, 2016.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.



Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JIM BOXOLD
SECRETARY

May 23, 2016

JR. DAVIS CONSTRUCTION CO., INC.
210 SOUTH HOAGLAND BLVD.
KISSIMMEE, FLORIDA 34741

RE: CERTIFICATE OF QUALIFICATION

Dear Sir/Madam:

The Department of Transportation has qualified your company for the type of work indicated below. Unless your company is notified otherwise, this Certificate of Qualification will expire 6/30/2017. However, the new application is due 4/30/2017.

In accordance with S.337.14 (1) F.S. your next application must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If your company's maximum capacity has been revised, you can access it by logging into the Contractor Prequalification Application System via the following link:

<https://www3.dot.state.fl.us/ContractorPreQualification/>

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

FDOT APPROVED WORK CLASSES:

DRAINAGE, FLEXIBLE PAVING, GRADING, HOT PLANT-MIXED BITUM. COURSES, INTERMEDIATE BRIDGES, MINOR BRIDGES, R&R MINOR BRIDGES, UNDERGROUND UTILITIES

Please be advised the Department of Transportation has considered your company's qualification in all work classes requested. We have evaluated your company's organization, management, work experience, work performance and adequacy of equipment as directed by section 14-22.003, Florida Administrative Code. Based on this evaluation, the Department is not able, at this time, to prequalify your company for the work classes: BASCULE BRIDGE REHABILITATION, BRIDGE DECK OVERLAYS, CATHODIC PROTECTION, MAJOR BRIDGE - BASCULE SPANS, MAJOR BRIDGE - BRIDGES OF CONVENTIONAL CONSTRUCTION WHICH ARE OVER A WATER OPENING OF 1,000 FEET OR MORE, MAJOR BRIDGE - CABLE STAYED CONSTRUCTION, MAJOR BRIDGE - CAST IN PLACE / POST-TENSIONED / SUPER-STRUCTURE, MAJOR BRIDGE - CONCRETE SEGMENTAL CONSTRUCTION, MAJOR BRIDGE - CURVED STEEL GIRDERS, MAJOR BRIDGE - MULTI-LEVEL ROADWAYS, MAJOR BRIDGE - STEEL TRUSS CONSTRUCTION.

You may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing your most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that your company has done such work with your own forces and equipment or that experience was gained with another contractor and that you have the necessary equipment for each additional class of work requested.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

Alan D Autry

Alan Autry, Manager
Contracts Administration Office

Digitally signed by Alan D Autry
DN: cn=US, o=IdenTrust ACES Business Representative, ou=FLORIDA
DEPARTMENT OF TRANSPORTATION, cn=Alan D Autry,
0.9.2342.1.9200300.100.1.1=A01097C0000014DE287391B00004776
Date: 2016.05.24 08:13:05 -0400

AA:



KKELLEY@JR-DAVIS.COM

[Update Work Underway](#)
[Help](#)

5/19/2016 11:05:12 AM EST

[Vendor](#)
[Stakeholders](#)
[Affiliates](#)
[Work Classes](#)
[Financial](#)
[Contracts](#)
[Manage](#)

[Attach Financial Statements](#)
[Additional Documentation](#)
[Submit](#)
[Application Summary](#)

Vendor Number: F592571763004
Application Status: COMPLETED

Name: JR. DAVIS CONSTRUCTION CO., INC.
Fiscal Year End Date: 12/31/2015 **Application Due Date:** 4/30/2016

Adjusted Current Ratio:	1.33		
Ability Score:	80	Surety Multiplier:	3
Ability Factor:	8	Calculated Maximum Bid Capacity:	\$ 249,250,000.00
		Surety Amount:	\$ 350,000,000.00



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783

(850) 487-1395

DAVIS, JAMES BROWER JR
JR DAVIS CONSTRUCTION COMPANY INC
210 S HOAGLAND BLVD
KISSIMMEE FL 34741

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CUC051665 ISSUED: 08/03/2014

CERT UNDERGROUND & EXCAV CNTR
DAVIS, JAMES BROWER JR
JR DAVIS CONSTRUCTION COMPANY INC

IS CERTIFIED under the provisions of Ch. 489 FS
Expiration date AUG 31, 2016 L1408030003987

DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER	
CUC051665	

The UNDERGROUND UTILITY & EXCAVATION CO
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2016



DAVIS, JAMES BROWER JR
JR DAVIS CONSTRUCTION COMPANY INC
210 S HOAGLAND BLVD
KISSIMMEE FL 34741



At Your Pace Online
CERTIFICATE of ACHIEVEMENT
This is to certify that
Edmund Scarborough

License: CU-C057171

has completed the course

Florida 14 Hour Contractor CE Course

Course ID(s): 0610685

Provider ID: 0005624

Completed: February 18, 2015

Hours of Completion: 14

Provider Address: 1607 Williams Hwy, #6, Grants Pass, OR 97527

MMELVIN

School Administrator: Mike Melvin

Instructor: Mike Melvin

Attendee: Retain a copy of this certificate for your records.

Codes: 1 Hr; Business: 1 Hr; Laws: 1 Hr; Wind: 1 Hr; Safety: 2 Hrs; Comp: 1 Hr; General: 7 hrs



*The American Traffic Safety
Services Association*

Hereby recognizes that

Mike Oakley
has attended

**Florida Advanced Training
Training Course**

07/17/2013

Date

Kissimmee, FL

Location

Donna M. Clark

Training & Products Dept. Director

Ryan A. Wientz

President, CEO



SAFER ROADS SAVE LIVES

POSTED



AMERICAN TRAFFIC SAFETY SERVICES ASSOCIATION

This is to affirm that ID #37

William Mann

has satisfactorily completed the

Florida Advanced Refresher Work Zone

Traffic Control Course

Date Complete: 08/08/2013 Status: PASS

Location: West Palm Beach Instructor: Mr. Edward Kant

Date Refresher Course Required: 08/08/2017

*The American Traffic Safety
Services Association*

Hereby recognizes that

William Mann

has attended

Florida Advanced Refresher

Training Course

08/08/2013

Date

West Palm Beach, FL

Location

Donna M. Clark
Training & Products Dept. Director

Ryan A. Wautz
President, CEO

SAFER ROADS SAVE LIVES

CONFINED SPACE ENTRY AWARENESS TRAINING

THIS CERTIFIES THAT **CHAD GRECO**

HAS COMPLETED THE CONFINED SPACE
ENTRY AWARENESS TRAINING COURSE

TRAINER- **JASON FIGUEROA**
DATE ISSUED- **SEPTEMBER 1, 2015**



OFFICE PHONE (407)954-8848
OFFICE FAX (407)954-9817

ORLANDO BRANCH
11128 Major Creek Rd
Orlando, FL 32826

POSTED

ATSSA AMERICAN TRAFFIC SAFETY SERVICES ASSOCIATION

SHARE IDEAS SAVE LIVES

This is to affirm that ID #3:

Chad Greco

has satisfactorily completed the
Florida Advanced Work Zone
Traffic Control Course

Date Completed: 09/09/2013 Status: PASS

Location: Kissimmee Instructor: Ms. Catherine Viti
Date Refresher Course Required: 09/09/2017

OSHA Occupational Safety and Health

This card acknowledges that the recipient has successfully completed a
10-hour Occupational Safety and Health Training Course in
Construction Safety and Health

Chad Greco

James Daniels
(Trainer name - print or type)

8/14/13

(Course end date)

POSTED

W Mann 2/22/13

Certificate Of Completion

This document is to certify that:

William Mann

Has completed the Professional Shoring & Supply

Confined Space Training



Florida Department of
TRANSPORTATION

ALAN
HANSEN

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MOT Portal

[Login](#) | [Signup](#)

MOT Portal / [Verify a Certificate](#)

Verify a MOT Certificate



POSTED

[Home](#)

Verify a MOT Training Certificate:

[About MOT](#)

All MOT Training certificates must be verifiable.

[About Us](#)

Course Before July 15, 2014:

[Contact Us](#)

- The MOT Administrator cannot verify a MOT certificate for a course date before July 15, 2014.
- This data was collected by individual MOT providers. If there is any uncertainty about the authenticity of a certificate it is recommended that you contact the actual provider of that course for more information.

[MOT Resources](#)

Course On/After July 15, 2014:

[Find a Training Provider](#)

- Use the search engine below to verify a MOT certificate for a course date on or after July 15, 2014. You can search using:

[Providers](#)

- Trainee name (First or Last)
- Certificate number

[Students](#)

If you are having trouble verifying a certificate [contact the MOT Administrator](#) and we will be happy to help in any way that we can.



[Online Training](#)

Alan Hansen

[Search](#)

[Clear](#)

Verify a Certificate

[Become a MOT Provider](#)

Name	Level	Cert #	Date of Exam	Date of Expiration
Alan Hansen	Intermediate (Refresher)	1310	08/16/2014	08/16/2018

[Intermediate and Advanced](#)

[IMOT/AMOT Refresher](#)

[Student FAQ's](#)

[Provider FAQ's](#)

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COPY

Safety Links, your essential 'link' to safety preparation!

This Certifies that

Glenn Kelley

Has Completed a Florida DOT approved Maintenance of
Traffic Intermediate Refresher course on 8/14/2013

Date Expires: 8/14/2017 Certificate #: 3650

Instructor: Sam Messick FDOT Provider # 110

Safety Links Inc
P/O Box (800) 788-7038
4602 35th Street, Unit 400, Orlando, FL 32811
www.safetylinks.net
info@safetylinks.net



POSTED

This Certifies that

Steve McLain

Has Completed a Florida DOT approved Maintenance of
Traffic Intermediate Refresher course on 7/10/2013

Date Expires: 7/10/2017 Certificate #: 3545
Instructor: Roger Sanders FDOT Provider # 110

Safety Links Inc
Pn/ Fax (800) 769-7036
4602 35th Street, Unit 400, Orlando, FL 32811
www.safetylinks.net
info@safetylinks.net



Safety Links your essential link to safety preparation

This Certifies that

Mike Bullock

Has Completed a Florida DOT approved Maintenance of
Traffic Intermediate course on 8/17/2012

Date Expires: 8/17/2016 Certificate #: 2806
Instructor: Roy Weddle FDOT Provider # 110

Safety Links Inc
Phl Fax (800) 768-7036
P.O. Box 933 Gotha FL 34734
www.safetylinks.net
info@safetylinks.net



Safety Links your essential link to safety preparation!

POSTED

COPY

POSTED

Certificate of Competence

YOUR COMPLETE RENT & REPAIR SERVICE

This card confirms that Wayne Aganic has completed the course and is a **Competent Person** in **Excavation and Trenching** pursuant to OSHA Safety standard **Subpart P, Excavation, Trenching and Shoring**

Wayne Aganic Date: 3/29/13

Wayne Aganic

PROFESSIONAL SUPPLY

BCC POLICY BCC-28

POLICY

**TITLE: Pre-Qualification of Construction Bidders
Prior To Award**

NUMBER: BCC-28
CANCELS December 21, 2010
APPROVED: October 8, 2013
ORIGINATOR: Central Services
REVIEW: October 8, 2016

I. OBJECTIVE

To delineate and define the process for pre-qualifying bidders prior to award by the Board of County Commissioners in order to evaluate a Contractor's and/or Subcontractor's eligibility for future Brevard County projects.

This Policy requires the Contractor and/or Subcontractor to submit documents which will provide evidence of adequate project experience, quality workmanship, adherence to project schedule, financial soundness, depth of corporate commitment, bid bond, prospective payment and performance bond rating in the surety market, safety performance, and any other pertinent data obtained from reference checks that is determined by staff to be a measure of the Contractor's/Subcontractor's qualifications.

II. REFERENCES

- A. Brevard County Policy BCC-25, Procurement Policy.
- B. AIA Document A305, Contractor's Qualification Statement.
- C. Brevard County Administrative Order AO-45, Post Project Contractor/Subcontractor Evaluation Form.
- D. Ordinance 98-37, Pre-Qualification of Construction Bidders Prior to Award.

III. DIRECTIVES

- A. The following pre-qualification information of the awarded Contractor will be utilized for all construction projects exceeding \$50,000.00:
 - 1. Contractor's Qualification Statement – AIA Document A305, most recent Edition.
 - 2. Most current Financial Statement (less than one (1) year).
 - 3. Resumes of Contractor/Subcontractor's key personnel down, including Project Manager and Superintendent level.
 - 4. The Bid Bond, Public Entity Crime Affidavit and Non-Collusion Affidavit (submitted with the Bid) will be reviewed and verified.
 - 5. List of subcontractors and suppliers and items of work to be performed by the Contractor's workforce.
 - 6. Contractor's Qualification Statement – AIA Document A305, most recent Edition for subcontractor's determined by staff and identified in the bidding documents to be critical to the success of the project. Key subcontractors and their qualifications are to be identified in the bid documents.

7. Any other pertinent qualifications, evaluations from past projects, data or information determined by staff to be critical to the success of the project.
- B. The apparent low bidders, after the formal bid opening, will be required to submit the information above within five (5) days for review and approval by the appropriate Review and Qualification Committee listed below. If the apparent low bidder cannot provide adequate documents for review, or the submitted documents give indications of a non-stable or unqualified company, the Contractor will be recommended by the Review and Qualification Committee for bid rejection and the apparent second low bidder will be contacted and afforded the previous mentioned five (5) days to submit their pre-qualifications documents. This process would continue until a most responsive, responsible bidder is established.
- C. The following Review and Qualification Committees and committee members (or designees) are hereby established:
1. Public Works Department Projects
Public Works Department Director
Public Works Engineering Manager
Public Works Engineering Design, Permitting & Construction Manager
 2. Utility Services or Natural Resources Management Projects
Assistant County Manager for Development & Public Services Group
Utility Services Department Director
Natural Resources Management Department Director
 3. Solid Waste Projects
Assistant County Manager for Development & Public Services Group
Solid Waste Management Department Director
Utility Services Department Director
 4. Parks and Recreation Projects – REFERENDUM Projects only
Parks and Recreation Department Director
Central Services Department Director
Public Works Department Director
(with the consolidation of P&R construction and Facilities construction, all future pre-qualification committees will fall under General Construction Projects)
 5. General Construction Projects (any Department relying on Facilities to oversee their projects including special districts, agencies or other County project not otherwise encompassed herein)
Central Services Department Director
Deputy County Manager
User Agency Department Director
 6. Landscaping Projects
Public Works Department Director
Parks and Recreation Department Director
Public Works Department - Landscaping Operations Manager

7. Housing & Human Services Department
Public Works Department Director
Central Services Department Director
User Agency Department Director


IV. RESERVATION OF AUTHORITY

The authority to issue and/or revise this Policy is reserved to the Board of County Commissioners.

Attest:



Scott Ellis, Clerk of Court



Andy Anderson, Chairman
Board of County Commissioners
Brevard County, Florida

As approved by the Board: 10/8/2013

AIA Document A305

Contractor's Qualification Statement

1986 EDITION

This form is approved and recommended by The American Institute of Architects (AIA) and The Associated General Contractors of America (AGC) for use in evaluating the qualifications of contractors. No endorsement of the submitting party or verification of the information is made by the AIA or AGC.

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

SUBMITTED TO:

ADDRESS:

SUBMITTED BY:

Corporation

NAME:

Partnership

ADDRESS:

Individual

PRINCIPAL OFFICE:

Joint Venture

Other

NAME OF PROJECT (if applicable):

TYPE OF WORK (file separate form for each Classification of Work):

General Construction

HVAC

Plumbing

Electrical

Other _____

(please specify)

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1. ORGANIZATION

1.1 How many years has your organization been in business as a Contractor?

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

1.2.1. Under what other or former names has your organization operated?

1.3 If your organization is a corporation, answer the following:

1.3.1 Date of incorporation:

1.3.2 State of incorporation:

1.3.3 President's name:

1.3.4 Vice President's name(s):

1.3.5 Secretary's name:

1.3.6 Treasurer's name:

1.4 If your organization is a partnership, answer the following:

1.4.1 Date of organization:

1.4.2 Type of partnership (if applicable):

1.4.3 Name(s) of general partner(s):

1.5 If your organization is individually owned, answer the following:

1.5.1 Date of organization:

1.5.2 Name of owner:

1.6 If the form of your organization is other than those listed above, describe it and name the principals:

2. LICENSING

2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

2.2 List jurisdictions in which your organization's partnership or trade name is filed.

3. EXPERIENCE

3.1 List the categories of work that your organization normally performs with its own forces.

3.2 Claims and Suits. (If the answer to any of the questions below is yes, please attach details.)

3.2.1 Has your organization ever failed to complete any work awarded to it?

3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?

3.2.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years?

3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.)

3.4 On a separate sheet, list major construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date.

3.4.1 State total worth of work in progress and under contract:

3.5 On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.

3.5.1 State average annual amount of construction work performed during the past five years:

3.6 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.

4. REFERENCES

4.1 Trade References:

4.2 Bank References:

4.3 Surety:

4.3.1 Name of bonding company:

4.3.2 Name and address of agent:

5. FINANCING

5.1 Financial Statement.

5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses):

Net Fixed Assets:

Other Assets:

Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes);

Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

5.1.2 Name and address of firm preparing attached financial statement, and date thereof:

5.1.3 Is the attached financial statement for the identical organization named on page one?

5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsiary).

5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction?

6. SIGNATURE

6.1 Dated at _____ this _____ day of _____

Name of Organization:

By:

Title:

6.2

M _____ being
duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be
misleading.

Subscribed and sworn before me this _____ day of _____

Notary Public:

My Commission Expires:

SECTION V

CONTRACT

THIS AGREEMENT, made and entered into this 10th day of August, 2016, A.D., by and between Brevard County, Florida, party of the first part (hereinafter sometimes called the "Owner"), and Jr. Davis Construction Co., Inc. party of the second part (hereinafter sometimes called the "Contractor").

WITNESSETH: That the parties hereto, for the consideration hereinafter set forth, mutually agree as follows:

1. SCOPE OF THE WORK

- 1.1 The Contractor shall furnish all labor, materials, equipment, machinery, tools, apparatus, and Transportation and perform all of the work shown on the Drawings and described in the Specifications entitled:**

WICKHAM ROAD/STADIUM PARKWAY ROADWAY AND SIGNALIZATION IMPROVEMENTS PROJECT

Plans as prepared B.S.E. Consultants, Inc., Job # 10889.05, FDOT Financial Project Number 434423-1-58-01; FAN No. 8886-811-A.

2. THE CONTRACT SUM

- 2.1 The Owner shall pay to the Contractor for the faithful performance of the Contract, in lawful money of the United States, and subject to additions and deductions as provided in the Contract Documents.**
- 2.2 Based upon the price shown in the Proposal heretofore submitted to the Owner by the Contractor, a copy of said Proposal being a part of these Contract Documents, the aggregate amount of this Contract is the sum of Eight Hundred Thousand, Two Hundred Seventeen Dollars and Fifty-One Cents (\$800,217.51).**

3. COMMENCEMENT AND COMPLETION OF WORK

- 3.1 The Contractor shall commence work within 10 calendar days after issuance of Notice to Proceed.**
- 3.2 The Contractor shall prosecute the work with faithfulness and diligence and shall complete the work not later than two-hundred ten (210) calendar days after issuance of Notice to Proceed.**

4. CONTRACTOR'S ACCEPTANCE OF CONDITIONS

- 4.1 The Contractor hereby agrees that the surface of the site has been carefully examined and sufficient test holes have been made, or other subsurface investigations made and is satisfied that such site is a correct and suitable one for this work and assumes full responsibility therefore.**

The provisions of this contract shall control any inconsistent provisions contained in the specifications. All Drawings and Specifications have been read and carefully considered by the Contractor, who understands and agrees to their sufficiency for the work to be done. It is expressly agreed that under no circumstances, conditions or situations, shall this Contract be more strongly construed against the Owner than against the Contractor and the Surety.

- 4.2 Any ambiguity or uncertainty in the Drawings or Specifications shall be interpreted and construed by the Owner's Engineer and the decision shall be final and binding upon all parties.**

- 4.3 It is distinctly understood and agreed that the passing, approval and acceptance of any part of the work or material by the Owner, the Engineer, or by any agent or representative of the Owner or Engineer as in compliance with the terms of this Contract and of the Drawings and Specifications covering said work, shall not operate as a waiver by the Owner of strict compliance with the terms of this Contract, and/or the Drawings and Specifications covering said work; and the Owner may require the Contractor and the surety to repair, replace, restore and/or make the work comply strictly, and in all things, with this Contract and the Drawings and Specifications. Any and all of said work and/or materials which within a period of one year from and after the date of the passing, approval, and/or acceptance of any such work or material, are found to be defective or to fail in any way to comply with this Contract or with the Drawings and Specifications. This provision shall not apply to materials or equipment normally expected to deteriorate or wear out and become subject to normal repair and replacement before their condition is discovered. The Contractor shall not be required to do normal maintenance work under the guarantee provisions. Failure on the part of the Contractor and the Surety to immediately repair or replace any such defective materials and workmanship shall entitle the Owner, in the Owner's sole discretion, to replace or repair the same and, after notice, recover the reasonable cost of such replacement and repair from the Contractor and the Surety, who shall in any event be jointly and severally liable to the Owner for all damage, loss and expense caused**

to the Owner by reason of the Contractor's breach of this Contract and the Contractor's failure to comply strictly and in all things with this Contract and with the Drawings and Specifications.

5. LIQUIDATED DAMAGES

5.1 It is mutually agreed that time is of the essence of this Contract and should the Contractor fail to complete the work within the specified time, or any authorized extension thereof, there shall be deducted from the compensation otherwise to be paid to the Contractor, and the Owner will retain the amount of liquidated damages stated in Section VII, Article 38.1 of the Specifications and Contract Documents, per calendar day elapsing beyond the specified time for completion or any authorized extension thereof, which sum shall represent the actual damages which the Owner will have sustained by failure of the Contractor to complete the work within the specified time; it being further agreed that said sum is not a penalty, but is the stipulated amount of damages sustained by the Owner in the event of such default by the Contractor.

5.2 For the purposes of this Article, the day of final acceptance of the work shall be considered a day of delay, and the scheduled day of completion of the work shall be considered a day scheduled for production.

6. PARTIAL AND FINAL PAYMENTS

6.1 In accordance with the provisions fully set forth in the General Conditions, and subject to additions and deductions as provided, the Owner shall pay the Contractor as follows:

(a) The General Contractor must provide Subcontractor(s) releases from the prior payment draw prior to making the next payment draw, and require Subcontractor Waivers of Rights Against Payment Bond for only the previous pay request. Notwithstanding the foregoing pursuant to section 255.05(11), Florida Statutes, when the Contractor has furnished and recorded a payment and performance bond and provided the County with a written consent from the Surety regarding the Project or payment in question, no such waivers shall be required. The Surety may, in a writing served on the County, revoke its consent or direct that the County withhold a specified amount from a payment, which shall be effective upon receipt.

- (b) Upon submission by the Contractor of evidence satisfactory to the Owner that all payrolls, material bills and other costs incurred by the Contractor in connection with the construction of the work have been paid in full, and also, after all guarantees that may be required in the specifications have been furnished and are found acceptable by the Owner, final payment on account of this Agreement shall be made within sixty (60) days after completion by the Contractor of all work covered by this Agreement and acceptance of such work by the Owner.

7. ADDITIONAL BONDS

- 7.1 It is further mutually agreed between parties hereto that if, at any time after the execution of this Agreement and the Public Construction Performance Bond and the Public Construction Payment Bond hereto attached for its faithful performance, the Owner shall deem the surety or sureties upon such bonds to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at the Contractor's expense, and within three days after the receipt of Notice from the Owner to do so, furnish an additional bond or bonds, in such form and amount, and with such sureties as shall be satisfactory to the Owner. In such event, no further payment to the Contractor shall be deemed due under this Agreement until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the Owner.

8. CONTRACT DOCUMENTS

- 8.1 The Contract Documents, as stated in the Instructions to Bidders and attached hereto, are fully a part of this Contract and Form FHWA 1273 is physically a part of this Contract. An enumeration of the Drawings accompanying these Contract Documents follows:

Index of Roadway Plans

<u>Sheet No.</u>	<u>Title</u>
1	Cover Sheet
2	Summary of Pay Items
3	General Notes
4-5	Symbols, Legends & Abbreviations
6	Overall Drainage
7	Typical Cross Sections
8-10	Existing Conditions & Demolition Plan
11-13	Plan Sheets
16-18	Profile Sheets (Wickham Road Only)

19	Paving & Drainage Details
20-30	FDOT Details
31-42	Maintenance of Traffic Details (FDOT)
43-47	Cross Sections
48-53	Stormwater Pollution Prevention Plan
54-58	Survey Control Plan

Index of Signalization Plans

<u>Sheet No.</u>	<u>Title</u>
T-1	Key Sheet
T-2	Tabulation of Quantities
T-3 & T-4	General Notes
T-5	Signalization Plan
T-6	Mast Arm Tabulation
T-7	Table of Variables
T-8	Guide Sign Worksheet
T-9	Report of SPT Borings for Mast Arm Structures

9. AUDIT RIGHTS

9.1 In performance of the Contract, the Contractor shall keep books and records, and accounts of all activities related to the Contract, in compliance with generally accepted accounting procedures. All documents, papers, books, records and accounts made or received by the Contractor in conjunction with the Contract and the performance of this Contract shall be open to inspection during regular business hours by an authorized representative of the office and shall be retained by the Grantee for a period of three (3) years after the termination of this Contract, unless such records are exempt from Section 24 (a) of Article I of the State Constitution and Section 119.07 (1) Florida Statutes.

No reports, data, programs or other materials produced, in whole or in part for the benefit and use of the County, under this agreement shall be subject to copyright by the Contractor in the United States of any other country.

10. PUBLIC RECORDS

10.1 The contractor agrees to comply with public records laws, specifically to:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.

- (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

11. ATTORNEY'S FEES

- 11.1 In the event of any legal action to enforce the terms of this contract, each party shall bear its own attorney's fees and costs.

12. UNAUTHORIZED ALIEN WORKERS

- 12.1 The County will not intentionally award publicly funded contracts to any Contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e)(Section 274(e) of the Immigration and Nationality Act (INA). The County shall consider the employment by the Contractor of unauthorized aliens a violation of Section 274(e) of the INA. Such violation by the recipient of the employment provisions contained in Section 274(e) of the INA shall be grounds for unilateral cancellation of this contract by the County.

13. VENUE

- 13.1 Venue for any legal action by any party to this contract to interpret, construe or enforce this contract, shall be in a court of competent jurisdiction in and for Brevard County, Florida, and any trial shall be non-jury.

14. WAIVER OF JURY TRIAL

14.1 The parties acknowledge that by entering into this Agreement, they are giving up their rights to have any dispute decided before a jury. Any trial will be a non-jury trial.

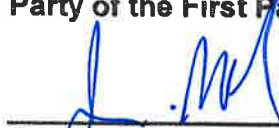
IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first above written in five (5) counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed an original Contract.

ATTEST



**Scott Ellis, Clerk
Brevard County, Florida**

**BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA
Party of the First Part**



Jim Barfield, Chairman

As approved by the Board on: May 3, 2016

Reviewed for legal form and content:

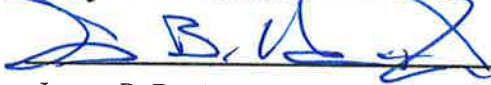
By: 
Assistant County Attorney

Witnessed in the presence of:**


Lisa K Giardina

Jr. Davis Construction Company, Inc.

Party of the Second Part



James B. Davis, Jr.

Attest:


Kristy Kelley

(Seal)

(*) In the event that the Contractor is a Corporation, there shall be attached to each counterpart a certified copy of a resolution of the Board of Directors of the Corporation, authorizing the officer who signs the Contract to do so in its behalf.

() Two witnesses are required when Contractor is sole ownership or partnership**

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

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

ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

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

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

II. NONDISCRIMINATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Training and Promotion:

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

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

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

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

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

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

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

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

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

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

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

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

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

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

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

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

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

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

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

1. Minimum wages

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

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

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

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

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

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

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

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

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

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

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

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

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

2. Withholding

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

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

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

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

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

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

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

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

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

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

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

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

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

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

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

b. Trainees (programs of the USDOL).

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

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

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

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

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

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

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

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

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

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

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

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

10. Certification of eligibility.

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

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

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

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

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

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

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

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

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

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

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

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

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

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

1. Instructions for Certification – First Tier Participants:

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

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Instructions for Certification - Lower Tier Participants:

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

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

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

this transaction originated may pursue available remedies, including suspension and/or debarment.

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

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

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

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

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

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

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

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

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

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

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

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION VI

PUBLIC CONSTRUCTION PAYMENT BOND

BY THIS BOND, We _____, as Principal and _____, a corporation as Surety, are bound to Brevard County Board of County Commissioners, Brevard County, Florida, herein called Owner, in the sum of _____. (\$_____.00) for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITIONS OF THIS BOND are that if Principal:

1. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract dated _____, between Principal and Owner for construction of the Wickham Road and Stadium Parkway Roadway And Signalization Improvements, the contract being attached hereto and made a part of this bond by reference, in such time and without delay, and in the manner prescribed in the contract; and
2. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract, then this bond is void; otherwise it remains in full force.

3. Any modifications in or under the contract documents and compliance or noncompliance with any formalities connected with the contract does not affect Surety's obligation under this bond.

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

Witness:

(Principal) (Seal)

Its: _____
(Title)

Witness:

(Surety) (Seal)

Its _____
(Title)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____ certify that I am the Secretary of the Corporation named as Principal in the within bond; that _____ who signed the said bond on behalf of the Principal, was then _____ of said Corporation; that I know the Principal, and the Principal's signature hereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of its governing body.

_____(Seal)
Secretary

STATE OF FLORIDA)
 ss
COUNTY OF)

Before me, a Notary Public, duly commissioned, qualified and acting, personally appeared _____ to me well known, who being by me first duly sworn upon oath, says that this individual is the Attorney-in-Fact, for the _____ and that said individual has been authorized by _____ to execute the foregoing bond on behalf of the Contractor named therein in favor of Brevard County, Florida.

Subscribed and sworn to before me this _____ day of _____, 20___, A.D.

(Attach Power of Attorney)

Notary Public
State of Florida-at-Large

My Commission Expires: _____
My Commission Number is: _____

PUBLIC CONSTRUCTION PERFORMANCE BOND

BY THIS BOND, We _____, as Principal and _____, a corporation as Surety, are bound to Brevard County Board of County Commissioners, Brevard County, Florida, herein called Owner, in the sum of _____ (\$_____), for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITIONS OF THIS BOND are that if Principal:

1. Performs promptly, completely and faithfully the contract dated _____, between Principal and Owner for construction of the Wickham Road and Stadium Parkway Roadway And Signalization Improvements, the contract being attached hereto and made a part of this bond by reference, in such time and without delay, and in the manner prescribed in the contract including the delivery, execution and performance of any warranty work required by the contract; and
2. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and
3. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any modifications in or under the contract documents and compliance or noncompliance with any formalities connected with the contract does not affect Surety's obligation under this bond.

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

Witness:

_____ (Principal) _____ (Seal)
Its: _____
(Title)

Witness:

_____ (Surety) _____ (Seal)
Its: _____
(Title)

SECTION VII

GENERAL CONDITIONS

1. ABBREVIATIONS

- 1.1 References in the specifications to technical societies, organizations, or bodies are made in accordance with the following abbreviations:

AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
AISC	American Institute of Steel Construction
ANSI	American National Standards Institute, Inc.
ASHRAE	American Society of Heating, Refrigerating and Air-Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWSC	American Welding Society Code
AWWA	American Water Works Association
CFR	Code of Federal Regulations
CRSI	Concrete Reinforcing Steel Institute
FDEP	Florida Department of Environmental Protection
FDOT	Florida Department of Transportation
FS	Federal Specifications
IEEE	Institute of Electrical and Electronic Engineers
NBFU	National Board of Fire Underwriters
NBS	National Bureau of Standards - US Department of Commerce
NFPA	National Fire Protection Association
OSHA	Occupational Safety and Health Act
PCA	Portland Cement Association
SJRWMD	St. Johns River Water Management District
SPR	Simplified Practice Recommendations
UL	Underwriters Laboratories, Inc.
WCDSB	Water Control District of South Brevard

- 1.2 In the event that the complete title and abbreviation for a society, organization or body is not listed herein, references to specifications or standards of the unlisted society, organization or body will be made using the full title of the society, organization or body.

2. INTENT AND CORRELATION OF DOCUMENTS

- 2.1 The Contract Documents cover, with explicit provisions, all matters relating to the work which the Contractor undertakes to construct or

perform in full compliance with such provisions. It is understood that the Contractor has, by personal examination and inquiry, has been satisfied as to all local conditions and as to the meaning, requirements and reservations of the Contract Documents, for, after the award, no deviation will be allowed from the Owner's Engineer's interpretation thereof. The intent of the Contract Documents is to include all labor, materials, supplies, appliances, equipment and other incidentals necessary or convenient to the successful completion of the work and the carrying out of all duties and obligations imposed by the Contract Documents. The Contractor shall, in addition, provide all work and materials not shown in detail but necessary for completion of the project as indicated or specified, including a proper and suitable foundation preparation, base or support and a reasonable finish consistent with adjacent work which is shown or specified. The Contractor shall make plural and complete all work which, to avoid needless repetition or for the sake of brevity, has been shown singly or partially indicated. The Contractor shall follow the Drawings and execute all work in strict accordance therewith and with the kind and quality of materials indicated and specified. Materials or work described in words which, when so applied, have a well-known technical or trade meaning shall be held to refer to such recognized standards. Any deviation from the Drawings and Specifications, which may be required by the exigencies of construction, shall in all cases conform to written instructions of the Owner's Engineer. The applicable provisions of the Contract Documents shall apply with equal force to all work, including extra work, performed under this contract, whether performed either directly by the Contractor or by any Subcontractor.

- 2.2 The Contract Documents are complementary, and what is called for by any, shall be as binding as if called for by all. The Contractor shall carefully study and compare all Drawings, specifications and other instructions; shall test all figures on the drawings before laying out the work; shall notify the Owner's Engineer of all errors, inconsistencies, or omissions which the Contractor may discover; and obtain specific instructions before proceeding with the work. The Contractor shall not take advantage of any apparent error or omission which may be found in the Drawings or Specifications, but the Owner's Engineer shall be entitled to make such corrections therein and interpretations thereof as the Engineer may deem necessary for the fulfillment of their intent. The Contractor shall be responsible for all errors in construction which could have been avoided by such examination and notification and shall correct at the Contractor's expense all work improperly constructed through failure to notify the Owner's Engineer and request specific instructions. In the event of inconsistencies in the requirements of the Drawings and

Specifications, the more expensive and/or stringent will be required, and in case of conflict between the Special Provisions and General Conditions, the Special Provisions shall take precedence over General Conditions. The Contract agreement shall take precedence over all other Contract Documents. The captions or subtitles of the several Articles and Divisions of these Contract Documents constitute no part of the context hereof, but are only labels to assist in locating and reading the provisions hereof.

- 2.3. Full size details shall take precedence over scale drawings and large scale drawings shall take precedence over small scale drawings. Computed dimensions shall take precedence over scaled dimensions.
- 2.4. When measurements are affected by conditions already established or where items are to be fitted into constructed conditions, it shall be the Contractor's responsibility to verify all such dimensions at the site and the actual job dimensions shall take precedence over scale and figure dimensions on the Drawings.
- 2.5. Wherever a stock size of manufactured item or piece of equipment is specified by its nominal size, it shall be the responsibility of the Contractor to determine the actual space requirements for setting and for entrance to the setting space to make all necessary allowances and adjustments there for in the work without additional cost to the Owner.
- 2.6. Unless otherwise stated, standard specifications or other specifications of the organizations, societies or bodies referred to herein, or to specifications listed therein, shall be to their current editions, and whenever it is stated in the Specifications that materials or work shall conform to the requirements of any of these specifications, work and/or material shall also conform to any other specification referred to therein.

3. NOTICE AND SERVICE

- 3.1 All notices, demands, requests, instructions, approvals and claims shall be in writing.
- 3.2 Any notice to or demand upon the Contractor shall be sufficiently given if delivered to such office of the Contractor specified in the Proposal (or to such other office as the Contractor may from time to time designate to the Owner's Engineer in writing), or if deposited in the United States mail in a sealed, postage prepaid envelope, or if

delivered with charges prepaid to any telegraph company for transmission, in each case addressed to such office.

- 3.3 All notices or other papers required to be delivered by the Contractor to the Owner, or to any of its representatives shall, unless otherwise specified in writing to the Contractor, be delivered to the office as indicated in the Contract Documents, and any other notice or demand upon the Owner shall be sufficiently given if delivered to such office, or if deposited in the United States mail in a sealed, postage prepaid envelope, or if delivered, with the charges prepaid to any telegraph company for transmission, in each case addressed to such office (or to such other representative of the Owner or to such other address as the Owner may subsequently specify in writing to the Contractor for such purpose).
- 3.4 Any such notice or demand shall be deemed to have been given or made as of the time of actual delivery, or, in the case of mailing, when the same should have been received in due course of posts, or in the case of telegrams, at the time of actual receipt thereof.

4. COPIES FURNISHED

- 4.1 The Contractor will be supplied with five copies of the Drawings and Specifications. Additional copies which may be needed by the Contractor will be furnished at the cost of printing. One complete set of Drawings and Specifications shall be kept on the job by the Contractor and shall be accessible at all times.

5. SHOP DRAWINGS

- 5.1 The Contractor shall submit with such promptness as to cause no delay in the work, all shop or setting drawings and schedules required for the work of the various trades. Before submitting shop drawings, the Contractor shall check all drawings for accuracy, correlate them, and make necessary corrections in green pencil. The Contractor shall indicate review of these drawings by appropriate stamp denoting the Contractor's approval. Shop drawings submitted to the Owner's Engineer without this stamp will be returned without action. After the Contractor's review, the Contractor shall submit a maximum of ten (10) sets of shop drawing prints to the Owner's Engineer for approval. The Contractor may submit shop drawings electronically, to the Owner, if desired. It is the Contractor's responsibility to verify that they are received by the Owner.

- 5.2 Shop drawings shall be dated and identified by project name, and shall indicate descriptive names of equipment, type and class of materials, item numbers, reference to Owner's Engineer's drawings, specification reference, and location at which materials or equipment are to be installed in the work. Shop drawings shall be folded to fit in letter size files with the title exposed on the outside fold.
- 5.3 Shop drawings shall be submitted with duplicate transmittal letters containing project name, Contractor's name, number of drawings and other pertinent data. Shop drawings and submittal data will be reviewed two times; thereafter, all further review time will be charged to the Contractor at a rate of \$50 per hour, which shall not be back charged to the Owner.
- 5.4 The Owner's Engineer shall review shop drawings for general design and arrangement with reasonable promptness (a maximum of 14 days – 2 days for processing to Owner's Engineer – 10 days for review by Owner's Engineer – 2 days for processing to Contractor), making desired corrections. The Owner's Engineer's approval of such drawings or schedules will not include verification of dimensions or quantities, nor shall it relieve the Contractor from responsibility for deviations from drawings and/or specifications unless the Contractor has, in writing, called the Owner's Engineer's attention to such deviations at the time of submission; nor shall it relieve the Contractor from responsibility for errors of any sort in shop drawings or schedules or proper correlation with other work. The Contractor shall make any corrections required by the Owner's Engineer and file with the Engineer the specified number of corrected copies.
- 5.5 Shop drawings are required for all materials utilized on the project such as sewer, water, asphalt, base, concrete, traffic signal devices, traffic signs, irrigation systems, landscaping and drainage structures.

6. OWNERSHIP OF DRAWINGS

- 6.1 All Specifications, Drawings, other Contract Documents and copies thereof furnished by the Owner's Engineer shall remain the property of the Owner. They shall not be used on another project unless such use is authorized by the Owner and, with the exception of those sets which have been signed in connection with the execution of the Agreement, shall be returned to the Owner upon completion of the project.

7. SAMPLES

- 7.1** The Contractor shall furnish to the Owner's Engineer for approval all samples of materials as directed. The work shall then be in accordance with approved samples.

8. MATERIALS, APPLIANCES, EMPLOYEES

- 8.1** Unless otherwise stipulated, the Contractor shall provide and pay for all materials, supplies, labor, water, tools, equipment, light, power, Transportation and other facilities necessary for expeditious execution and completion of the work in an acceptable manner. Unless otherwise definitely specified, it is a general requirement of the specifications that all materials and workmanship shall meet the requirements of the applicable standard specifications of the American Society for Testing and Materials or of the Federal Standardization Documents as minimum requirements.
- 8.2** The Contractor shall at all times enforce strict discipline and good order among all employees, and shall not employ on the work site any unfit person or anyone not skilled in the work assigned. Anyone whose work is unsatisfactory to the Owner or the Owner's Engineer or who are considered by the Owner or the Owner's Engineer as careless, incompetent, unskilled or disorderly, who use threatening or abusive language to any person having supervision of the work site, or who are otherwise objectionable, shall be dismissed from the work site upon notice from the Owner and shall not be employed on the work site thereafter. No alcoholic beverage shall be allowed on the work site.
- 8.3** All labor described in these specifications or indicated on the drawings and the work specified or indicated, shall be executed in a thoroughly substantial and workmanlike manner and by mechanics skilled in the applicable trade. All materials, fixtures and apparatus shall be installed in an undamaged condition.
- 8.4** Except as otherwise specified, all materials, fixtures and apparatus shall be new and of good quality and shall be delivered to the site of the work in an undamaged condition and shall be properly stored and secured by the Contractor to maintain them in an undamaged condition. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials.
- 8.5** Whenever materials are sold by the manufacturer in sealed packages, they shall be so delivered on the job and maintained until their use.

- 8.6 The Contractor shall make written request to the Owner's Engineer for, and obtain the Engineer's written approval of, the use of any material proposed for use when "approved" materials are specified without mentioning any standard by name.
- 8.7 All written requests for approval of materials shall be made within thirty (30) days after the contract is signed and before ordering any materials requiring such approval.
- 8.8 If any materials specified shall no longer be available during the progress of the work, or if the quality of the material no longer meets with satisfactory approval of the Owner, the Engineer shall specify an equal which will be satisfactory to the Engineer, with the Owner's approval. Resultant cost modifications, if any, shall be as provided for modifications in the work.
- 8.9 Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier with the addition of such expressions as "or equal" or "or approved equal", the naming of the item is intended to establish the type, function and quality required. When "or equal" or "or approved equal" is used, materials or equipment of other suppliers may be accepted by the Engineer if sufficient information is submitted by the Contractor to allow the Engineer to determine that the material or equipment proposed is equivalent or equal to that named. The procedure for review by the Engineer will include the following as may be supplemented in the Specifications. Requests for review of substitute items of material and equipment will not be accepted by the Engineer from anyone other than the Contractor. If the Contractor wishes to furnish or use a substitute item of material or equipment, the Contractor shall make written application to the Engineer for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application will state that the evaluation and acceptance of the proposed substitute will not prejudice the Contractor's achievement of Contract completion on time, whether or not acceptance of the substitute for use in the work will require a change in any of the Contract Documents (or in the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an

itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting modification, all of which shall be considered by the Engineer in evaluating the proposed substitute. The Engineer may require the Contractor to furnish at the Contractor's expense additional data about the proposed substitute.

- 8.10 The Engineer will be allowed a reasonable time within which to evaluate each proposed substitute. The Engineer and Owner will be the sole judges of acceptability, and no substitute will be ordered, installed or utilized without the Engineer's or Owner's prior written acceptance which will be evidenced by either a contract modification or an approved Shop Drawing. It is distinctly understood that, (1) the Owner's Engineer's sole judgment is to be utilized in determining whether or not any article, material or item proposed to be substituted is the equal of any article, material or item so specified; (2) the decision of the Owner's Engineer on all such questions of equality shall be final and binding upon the Contractor and (3) in event of any adverse decision made by the Owner's Engineer, no claim of any sort by the Contractor shall be made or allowed against the Owner's Engineer or Owner. The Owner may require the Contractor to furnish, at the Contractor's expense, a special performance guarantee or other surety with respect to any substitute. The Engineer will record time required by the Engineer and Engineer's consultants in evaluating substitutions proposed by the Contractor and in making modifications in the Contract Documents occasioned thereby. Whether or not the Engineer accepts a proposed substitute, the Contractor shall reimburse the Owner for the charges of the Engineer and Engineer's consultants for evaluating each proposed substitute. Where trade names are specified without the phrase "or equal", or "or approved equal", or where alternate trade names are specified without the phrase "or equal" or "or approved equal", or where alternate trade names are specified without the phrase "or equal" or "or approved equal", such products are hereby approved for quality and no substitution will be permitted.
- 8.11 Materials and equipment designated for permanent installation in the work shall be properly stored by the Contractor on the site when delivered, to insure protection against deterioration of any type. These materials shall be so placed as to cause a minimum of inconvenience to other contractors on the work and to the public. The storage piles shall be arranged to facilitate inspections, and any deterioration shall be grounds for rejection.

9. PATENTS AND ROYALTIES

9.1 It is mutually understood and agreed that, without exception, contract prices are to include all royalties and costs arising from patents, trademarks and copyrights in any way involved in the work. It is the intent that whenever the Contractor is required or desires to use any design, device, material or process covered by letters, patent or copyright, the right for such use shall be provided for by suitable legal agreements with the patentee or owner, and a copy of this agreement shall be filed with the Owner's Engineer; however whether or not such agreement is made or filed as noted, the Contractor and the surety in all cases shall indemnify and save harmless to a limit of \$1,000,000 said Owner and the Owner's Engineer for any costs, expenses and damages which it may be obliged to pay, by reason of any such infringement, at any time during the prosecution or after the completion of the work.

10. SALES TAX AND EXCISE TAX

10.1 All sales tax and excise taxes shall be paid by the Contractor, except as otherwise provided in these Contract Documents.

11. SUPERVISION AND RESPONSIBILITY OF THE CONTRACTOR

11.1 The Contractor shall give the work the constant attention necessary to facilitate the progress thereof and shall cooperate with the Owner's Engineer and with other contractors in every way possible. The Contractor shall at all times have a competent superintendent, capable of reading and thoroughly understanding the drawings and specifications, as the Contractor's agent on the work, who shall, as the Contractor's agent, supervise, direct and otherwise conduct the work. Such superintendent shall be furnished irrespective of the work sublet.

11.2 The Contractor shall designate the superintendent on the job to the Owner and the Owner's Engineer in writing immediately after receipt of the notice to proceed. The parties understand and agree that the superintendent's physical presence is indispensable to the successful completion of the work in a good and workmanlike manner. If the superintendent is absent from the job site, the Owner's Engineer may deliver written notice to the trailer of the Contractor and all work on the job of the Contractor and its Subcontractors shall immediately cease.

11.3 The Contractor shall assign personnel who have successfully completed training programs and are certified by the National Utility

Contractors Association, as a Competent Person, Confined Space Coordinator and a Traffic Control Plan Design Officer certified by the International Municipal Signal Association, who shall be present at all times during construction.

- 11.4 The Contractor shall be solely and wholly responsible for delivering the completed work in a good and workmanlike condition and for the good condition of the work and materials until final acceptance and formal release from the obligations. The Contractor shall bear all losses resulting on account of the weather, fire, the elements, or other causes of every kind or nature.**
- 11.5 The Contractor shall indemnify and save harmless to the limit allowed by law, the Owner and the Engineer and their agents, and employees from and against all claims, damages, losses and expenses, including attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expenses (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting there from and (b) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. The obligation of the Contractor under this Article shall not extend to the liability of the Engineer, the Engineer's agents or employees arising out of errors or omissions in maps, drawings, opinions, reports, surveys, contract modifications, designs or specifications which have been prepared by the Engineer. The Contractor agrees that \$1,000 shall be included in the bid price for the work covered by this Contract for this indemnification.**
- 11.6 In any and all claims against the Owner or the Engineer or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under Workmen's Compensation Acts, Disability Benefit Acts or other employee benefit acts.**
- 11.7 The Contractor shall be held responsible for any violation of laws or ordinances affecting in any way the conduct of all persons engaged, or the materials or methods used by the Contractor, on the work.**

11.8 The Contractor shall provide and maintain at the Contractor's expense, in a sanitary condition, such accommodations for the use of the Contractor's employees as are necessary to comply with the requirements and regulations of the State Department of Health and Rehabilitative Services or the County Health Department. The Contractor shall commit no public nuisance. Sanitary facilities shall be at least 500-feet from the nearest potable water well. Toilets shall have incorporated therein approved metal or plastic containers which shall be tightly closed and all waste shall be transported away from the site of the work and disposed of properly.

12. PRECONSTRUCTION CONFERENCE

12.1 Prior to the issuance of the Notice to Proceed, the Preconstruction Conference shall be held to review the schedule of work, to establish procedures for handling shop drawings and other submissions, and to establish a working understanding between the Parties as to the Project.

Present at the Preconstruction Conference will be the Owner's Designee(s), Engineer of Record, the Resident Construction Monitor, the Contractor and the Superintendent, and others as may be specified in these Contract Documents.

In addition to the Parties aforementioned above, the following parties will be asked to attend the Preconstruction Conference: AT&T, Brevard County Utility Services, Brighthouse Networks, City of Cocoa Utilities, Florida Power & Light Company, Florida City Gas, Florida Gas Transmission, Level 3 Communications and any other utility and infrastructure agencies known to be affected.

12.2 Seven (7) days prior to the Preconstruction Conference, the Contractor shall submit to the Owner the following:

- (a) Preliminary Construction progress schedule
- (b) Computerized critical path method schedule, which shall show chronologically all operations contemplated and necessary for the successful completion of the work within the agreed contract time
- (c) Schedule of shop drawing submissions.
- (d) Sublet of Certification Work FDOT Form 700-10-36

13. PROGRESS AND SUBMISSION SCHEDULES

13.1 The Contractor shall not commence construction operations until the progress schedule and critical path method schedule have been

approved by the Owner. After approval of the construction progress schedule, no deviations from it shall be made without prior approval from the Owner. The critical path schedule shall be updated on a monthly basis. Included with the progress schedule shall be a schedule of values of lump sum items which indicate costs in relation to the progress schedule and unit costs.

- 13.2 The Contractor shall prepare and submit to the Owner an estimated monthly payment request based on the schedule for each month in the schedule.

14. SURVEYS, PERMITS AND REGULATIONS

- 14.1 The Contractor shall furnish all surveys unless otherwise specified. This shall include supplying and maintaining all centerline survey and bench marks during the utility relocation phase. The Contractor shall have the right of way staked every 100 feet (six inch wide white painted markers with stationing in black paint per FDOT Standard) and shall maintain such for the duration of the project beginning with the notice to proceed. After curb is installed on roadway, stationing can be painted on face of curb every 100'.
- 14.2 Brevard County will obtain all permits needed for the project and provide all permit fee costs with the exception of: (1) any consumptive use permits that may be needed as determined by the St. John's River Water Management District, (2) a National Pollutant Discharge Elimination System (NPDES) Construction Permit as determined by the Environmental Protection Agency, and (3) any permits needed for use of explosives. Determining whether these permits listed as exceptions 1, 2, and 3 above are required, obtaining and payment of the permits if so determined, is solely the responsibility of the contractor.
- 14.3 The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the drawings and specifications are at variance therewith, the Contractor shall promptly notify the Owner's Engineer in writing, and any necessary modifications shall be adjusted as provided in the Contract for modifications in the work. If the Contractor performs any work contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner's Engineer, the Contractor shall bear all costs arising there from.

14.4 The Contractor shall strictly observe all applicable laws and regulations as to public and occupational safety, health and sanitation.

14.5 The Contractor shall save harmless the Owner and all of its officers, agents and servants, including the Owner's Engineer and the Engineer's representatives, against any claims or liability arising from, or based on, the violation of any such laws, bylaws, ordinances, regulations, orders or decrees, whether violated by the Contractor, the Contractor's employees, agents, subcontractors, etc.

15. PROTECTION OF PROPERTY AND THE PUBLIC

15.1 The Contractor shall continuously maintain adequate protection of all work from damage and shall protect public and private property from injury or loss arising in connection with this contract. The Contractor shall make redress for any such damage, injury or loss. The Contractor shall adequately protect adjacent property as provided by law and the Contract Documents.

15.2 The Contractor shall take all necessary precautions for the safety of employees on the work, and shall comply with all applicable provisions of Federal, State and local safety laws, including, but not limited to the requirements of the Occupational Safety and Health Act of 1970, and Amendments thereto, and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the work is being performed.

15.3 The Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the work, all necessary safeguards, including sufficient lights and danger signals on or near the work, from sunset to sunrise; the Contractor shall erect suitable railings, barricades, or other protective devices about unfinished work, open trenches, embankments, or other hazards and obstructions to traffic; the Contractor shall provide all necessary watchmen on the work by day or by night for the safety of the public; and the Contractor shall take all necessary precautions to prevent accidents and injuries to persons or property in or about the work. This shall be accomplished in accordance with the Technical Specifications.

15.4 In an emergency affecting the safety of life or of the work or of adjoining property, the Contractor shall act promptly at the Contractor's discretion to prevent such threatened loss or injury, and shall so act, without appeal if so instructed or authorized. Any

compensation claimed by the Contractor on account of emergency work shall be determined by the Owner's Engineer.

- 15.5 Should warnings of winds of gale force or stronger be issued, the Contractor shall take every practicable precaution to minimize danger to persons, to the work and to adjacent property. These precautions shall include but not be limited to closing all openings, removing all loose materials, tools and/or equipment from exposed locations; and removing or adequately securing scaffolding and other temporary or partially completed work.
- 15.6 The Contractor shall in every respect be responsible for, and shall replace and make good all loss, injury, or damage to the premises (including landscaping, walks, drives, structures) on the premises and property of owners of any land adjoining, which may be caused by the Contractor or the Contractor's employees, agents, subcontractors, etc., or which the Contractor or they might have prevented. The Contractor shall, at all times while the work is in progress, use extraordinary care to see that adjacent buildings are not endangered in any way by reason of fire, water, vibration or construction operations, and to this end shall take such steps as may be necessary or directed, to protect the property therefrom; the same care shall be exercised by all Contractor's and Subcontractor's employees.
- 15.7 Buildings, sidewalks, fences, shade trees, lawns and all other improvements shall be duly protected from damage by the Contractor. Property obstructions, such as sewers, drains, water or gas pipes, conduits, railroads, poles, walls, posts, galleries, bridges, manholes, valve boxes, street monuments, etc., shall be carefully protected from injury and shall not be displaced if avoidable. The Contractor shall give due notice to any department or public service corporation controlling such items as manholes, valve boxes, meter boxes, street monuments, etc., prior to adjusting them to grade and shall be held strictly liable to the affected utility if any such appliances are disturbed, damaged or covered up during the course of the work.
- 15.8 The Contractor shall maintain satisfactory access to all adjacent properties at all times during the project.

16. INSURANCE

- 16.1 The Contractor shall provide and maintain during the life of this Contract "Worker's Compensation Insurance" for all of the Contractor's employees employed at the site of the project and, in case any work is sublet, the Contractor shall require each

Subcontractor similarly to provide "Worker's Compensation Insurance" for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. This coverage must include Employer's Liability with a limit of \$100,000 for each accident.

- 16.2 The Contractor shall indemnify and hold harmless the Owner, the Engineer and their agents and employees from and against all claims, costs, expenses, including attorney's fees and damages arising out of or resulting from the performance of the work, injury or conduct, want of care or skill, negligence and patent infringement providing that any such claim, damage, loss or expenses (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property, including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. The obligation of the Contractor under this Paragraph shall not extend to the liability of the Engineer, the Engineer's agents or employees arising out of errors or omissions in maps, drawings, opinions, reports, surveys, contract modifications, designs or specifications which have been prepared by the Engineer. The Contractor acknowledges receipt of specific consideration for this provision.
- 16.3 Insurance shall be provided and maintained with a combined single limit of \$1,000,000 for each occurrence in each of these policies with the Owner and Engineer named as additional insured as follows:
- (a) Comprehensive General Liability Insurance, including Products and/or Completed Operations, Explosion Hazard, Collapse Hazard and Underground Property Damage Hazard, Contractual Liability under this contract.
 - (b) Comprehensive Auto Liability Insurance covering any auto.
- 16.4 Before commencing the work, the Contractor will file with the Owner and the Owner's Engineer certificates of such insurance, acceptable to the Owner. These certificates shall contain a provision that the coverage afforded under the policies will not be canceled or materially changed until at least 30 days prior written notice has been given to the Owner and the Owner's Engineer.

17. OBSERVATION OF THE WORK

- 17.1** The Owner and the Engineer of Record shall have free access to the materials and the work at all times for measuring or observing the same, and the Contractor shall afford all necessary facilities and assistance for so doing.
- 17.2** After written authorization to proceed with the work, the Owner's Representative (s) and the Engineer of Record shall:
- (a)** Make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed work and to determine, if the work is proceeding in accordance with the Contract Documents; the Engineer of Record will not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the work. The Owner and the Engineer of Record shall not be responsible for the construction means, methods, procedures, techniques and sequences, nor for the Contractor's failure to perform the construction work in accordance with the Contract Documents. The Owner and the Engineer of Record will not be responsible for safety precautions and procedures in connection with the work.
 - (b)** The Owner shall check and approve or disapprove samples, catalog data, schedules, shop drawings, laboratory, shop and mill tests of materials and equipment and other data which the Contractor is required to submit, only for conformance with the design concept of the project and compliance with the information given by the Contract Documents and assemble written guarantees which are required by the Contract Documents.
 - (c)** The Engineer of Record shall consult and advise with the Owner, act on behalf of the Owner at the project site, issue all instructions of the Owner to the Contractor and prepare routine contract change orders as required.
 - (d)** Based on on-site observations as an experienced and qualified design professional and on review of the Contractor's applications for payment, determine the amount owing to the Contractor and approve in writing payment to the Contractors in such amounts; such approvals of payment to constitute a representation to the Owner, based on such observations and review of the data comprising such applications, that the work has progressed to the point indicated and that, to the best of

the Engineer's knowledge, information and belief, the quality of the work is in accordance with the Contract Documents, subject to the results of any subsequent test called for in the Contract Documents and any qualifications stated in the Engineer's approval. Such partial and final payments will be as specified elsewhere herein except as modified in this Paragraph.

- (e) The Engineer of Record shall conduct, in company with the Owner, a final inspection of the project for conformance with the design concept of the project and compliance with the information given by the Contract Documents, and approve in writing final payment to the Contractor.

17.3 The Owner shall have the authority to suspend the work wholly or in part for such period or periods as may be deemed necessary due to failure on the part of the Contractor to carry out orders given to perform any or all provisions of the contract. The Contractor shall not suspend the work and shall not remove any equipment, tools, lumber or other materials without the written permission of the Owner.

17.4 The Engineer of Record or the Owner shall have authority to disapprove or reject work which is believed to be defective, and shall also have authority to require special inspection or testing of the work, whether or not the work is fabricated, installed or completed.

18. RESIDENT CONSTRUCTION MONITOR

18.1 The authority and duties of the Resident Construction Monitor are limited to examining the material furnished, observing the work done and reporting their findings to the Owner and Engineer of Record. The Engineer of Record does not underwrite, guarantee or ensure the work done by the Contractor. It is the Contractor's responsibility to perform the work in all details in accordance with the Contract Documents, and the Engineer of Record shall never be responsible or liable to either the Owner or the Contractor or any other party by reason of the Resident Construction Monitor to do so. Failure by the Engineer of Record or by any Resident Construction Monitor or other representative of the Owner engaged in on-the-site observation to discover defects or deficiencies in the work of the Contractor shall never, under any circumstances, relieve the Contractor from the Contractor's liability there for to the Owner, or subject the Engineer of Record to any liability to the Owner, the Contractor, or any other party for any such defect or deficiency. The Contractor shall notify the

Resident Construction Monitor 48 hours in advance of readiness for any inspections. The Resident Construction Monitor shall schedule any inspection (s) as necessary.

- 18.2 Resident Construction Monitors shall have no authority to permit deviation from or to modify any of the provisions of the Drawings or Specifications without the written permission or instruction of the the Owner or the Engineer of Record, or to delay the Contractor by failure to observe the materials and work with reasonable promptness.
- 18.3 The Engineer of Record, representatives, employees, or any Resident Construction Monitor in the employment of the Owner will not have authority to supervise, direct, expedite or otherwise control and instruct or order the Contractor or the Contractor's employees in the fulfillment of the Contractors' obligation. The Owner's instructions, orders, directions and/or orders to the Contractor shall be given only through the Owner, or the Owner's Representative (s). The Engineer of Record may only advise the Contractor when it appears to the Engineer of Record that the work and/or materials do not conform to the requirements of the Contract Documents, including the Drawings and Specifications.
- 18.4 If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any work to specifically be inspected, tested, or approved by someone other than the Contractor, the Contractor will give the Resident Construction Monitor 48 hours notice of readiness there for. The Contractor will furnish the Resident Construction Monitor and the Owner the required certificates of inspection, testing or approval. All such tests will be in accordance with the methods prescribed by the American Society for Testing and Materials, or such other applicable organization as may be required by law or the Contract Documents. If any such work required so to be inspected, tested or approved is covered without written approval of the Resident Construction Monitor, it must, if requested by the Resident Construction Monitor, be uncovered for observation at the Contractor's expense. The cost of all such inspections, tests and approvals shall be borne by the Contractor unless otherwise provided.

19. DEFECTIVE WORK

- 19.1 If at any time, before final acceptance of the work or materials, defects therein shall be found, the Contractor shall promptly correct such defects, remove and dispose of all defective or unsatisfactory work or materials, although the defects may have been overlooked by the

Owner's Engineer or the Owner's employees, or may have been the result of damage from any cause.

19.2 Should the Contractor fail or refuse to remove and renew any defective work performed, or to make any necessary repairs in an acceptable manner, and in accordance with the requirements of the Contract within the time indicated in writing, the Owner's Engineer shall, under these conditions, after securing the Owner's concurrence, cause the unacceptable or defective work to be removed or renewed, or such repairs as may be necessary to be made at the Contractor's expense. Any expense incurred by the Owner in making these removals, renewals or repairs, which the Contractor has failed or refused to make, shall be paid for out of any monies due or which may become due the Contractor, or shall be assumed by the Surety. Continued failure or refusal on the part of the Contractor to make any or all necessary repairs promptly, fully and in an acceptable manner, shall be sufficient cause for the Owner to declare the Contract in default, in which case the Owner at its option may contract with any other individual, firm or corporation to perform the work.

19.3 All costs and expenses incurred by the Owner due to the default of the Contractor, shall be charged against the defaulting Contractor, and the amount thereof deducted from any monies due, or which may become due, or shall be charged against the Performance Bond. Any special work performed, as described herein, shall not relieve the Contractor in any way from the Contractor's responsibility for the work.

20. ALTERATIONS OR MODIFICATIONS IN DRAWINGS AND SPECIFICATIONS

20.1 The right is reserved for the Owner or the Owner's Engineer to make without notice to the Surety from time to time, such alterations in the Drawings or in the character of the work as the Engineer may consider necessary or desirable to complete the proposed work to the Engineer's satisfaction and consistent with the general intention of the Contract Documents, subject to the approval of the Owner. Notice of every such alteration or modification shall be given in writing to the Contractor, and no such alteration or modification shall be considered as constituting a waiver of any of the provisions of the Contract Documents, or as nullifying or invalidating any such provisions. Should any such alteration or modification result in an increase or decrease in the quantity or the cost of the work or materials described in the Proposal, the total amount payable under the Contract will be accordingly modified. If alterations or modifications are thus made, the time for completion of the Contract

in cost of 6" concrete. No separate payment shall be made.

Payment shall be made under:

Item #522-2 – Concrete Sidewalk, 6" Thick (Fiber Reinforced) – Per Square Yard

10. 570 PERFORMANCE TURF

10.1 Sodding, water and fertilizer shall be in accordance with FDOT Standard Specification Section 981, 982 and 983. Sod for the project shall be Bahia. New sod shall match types used and adjacent to proposed construction. Sod shall be pinned on slopes steeper than 3:1. The contractor is responsible for care, mowing, watering, fertilizing of the sod, and all other related work necessary to complete the project (included in cost of sod quantity item). Sod shall be placed, typically within the limits of construction identified in the plans. Areas where storm drain pipe and inlets, and swale regrading is required will require sodding adjacent to the structures. Additional sodding beyond the limits of construction, required by Owner, may be necessary and will be paid for based on actual final measurement. Quantity for sodding shown in Bid forms is approximate based on projected regrading. Sod must be rooted to the ground, 95% weed- free, and green, for final acceptance by Owner.

10.2 All disturbed areas within the rights of way are to be sodded.

10.3 The contractor is responsible for mowing at 6" height, weed wacking all 2:1 slopes, rake, sweep, edge and remove clippings after each cut. Mowing is included for routine maintenance of existing, permanent, and temporary grassing until the project is completed. Includes total grassed area, plus any other undisturbed areas within the project limits that need to be mowed during the life of the contract. No separate payment will be made for mowing.

Payment shall be made under:

Item #570-1-2 – PERFORMANCE TURF, SOD – Per Square Yard

11. 600 through 699 SIGNALIZATION – MAST ARM

11.1 All construction, installation and equipment shall be in accordance with the Florida Department of Transportation *Standard Specifications for Road and Bridge Construction*, 2016, and the Florida Department of Transportation *Design Standards*, 2016, and

the latest edition of the *Brevard County Traffic Engineering Supplemental Specifications for Signalization and Highway Lighting* (Included as "Attachment A" to this section). If there are conflicts between the *Brevard County Traffic Engineering Supplemental Specifications for Signalization and Highway Lighting* and the Florida Department of Transportation documents noted above, the Brevard County Specification shall govern.

11.2 Actuated Solid State Controller Assembly

The material in this section shall supplement the FDOT standard specifications for actuated solid state assembly, pay item 670-5-110.

The following shall be added to paragraph 670-3.1 Controller Cabinets:

"The cabinet and controller assemblies supplied for this project shall contain an additional circuit breaker that will supply 120 volts A.C. power for internally illuminated signs."

Payment shall be made under:

- Item #630-2-11 – Conduit, F&I, Open Trench – Per Linear Foot
- Item #630-2-12 – Conduit, F&I, Directional Bore – Per Linear Foot
- Item #632-7-1 – Signal Cable – New or Reconstructed Intersection, F&I – Per Intersection
- Item #635-2-11 – Pull & Splice Box, F&I, 13" x 24" Cover Size – Per Each
- Item #639-1-123 – Electrical Power Service, F&I, Underground, Meter Not RQ – Per Assembly
- Item #639-2-1 – Electrical Service Wire, F&I – Per Linear Foot
- Item #639-3-11 – Electrical Service Disconnect, F and Pole Mount – Per Each
- Item #641-2-12 – Prestressed Concrete Pole, F&I, Type P-II Service Pole – Per Each
- Item #646-1-11 – Aluminum Signal Pole, F&I, Pedestal – Per Each
- Item #649-31-207 – Mast Arm, F&I Windspeed-130, Single Arm, w/Luminare-46' – Per Each
- Item #649-31-208 – Mast Arm, F&I Windspeed-130, Single Arm, w/Luminare-60' – Per Each
- Item #650-1-313 – Traffic Signal, F&I, 3 Section, 1 Way, Polycarbonate – Per Assembly
- Item #650-1-413 – Traffic Signal, F&I, 4 Section, 1 Way, Polycarbonate – Per Assembly
- Item #653-191 – Pedestrian Signal, F&I, LED Countdown, 1 Direction – Per Assembly
- Item #660-4-11 – Vehicle Detection System, F&I, Cabinet Equipment – Per Each
- Item #660-4-12 – Vehicle Detection System, F&I, Above Ground Equipment – Per Each

- Item #665-1-11 – Pedestrian Detector, F&I, Standard – Per Each
- Item #670-5-110 – Traffic Controller Assembly, F&I, NEMA – Per Assembly
- Item #685-1-14 – Uninterruptible Power Supply, F&I, OL/DBL Conv, W Cabinet – Per Each
- Item #700-5-22 – Internally Illuminated Sign, F&I, 12-18 SF – Per Assembly

12. 700 through 799 Signage and Pavement Marking

- 12.1 All signs to be provided, relocated and/or replaced, as shown on the plans, shall be in conformance with FDOT Index 17302 and Brevard County Land Development Exhibit 26 (Stop Sign and Street Marker Details). Basis of payment will be for furnishing and installation of all materials necessary to complete the signs in accordance with the details shown in the plans; including sign panels complete with sheeting, painting and message, sign posts and supports, footings, excavation, and all hardware.
- 12.2 Stop signs and other single post signs shall be maintained in good condition and useable at all times by the public. Removal of private signs is to be performed under the Maintenance of Traffic pay item. Private signs are to be returned to property owner. All Roadway signs shown to be removed shall be returned to Brevard County Public Works – Traffic Operations.
- 12.3 All pedestrian signing and pavement markings shall be installed at the same time.

Payment shall be made under:

- Item #700-1-11 – Single Post Sign, F&I, Ground Mount, Up to 12 SF – Per Assembly
- Item #700-1-50 – Single Post Sign, Relocate – Per Assembly
- Item #700-1-60 – Single Post Sign, Remove – Per Assembly
- Item #700-3101 – Sign Panel, F&I, Ground Mount, Up to 12 SF – Per Each
- Item #705-10-1 – Object Marker, Type 1 – Per Each
- Item #706-3 – Retro-Reflective Pavement Markers – Per Each
- Item #711-11-123 – Thermoplastic, Standard, White, Solid, 12” For Crosswalk and Roundabout – Per Linear Foot
- Item #711-11-124 – Thermoplastic, Standard, White, Solid, 18” For Diagonals and Chevrons – Per Linear Foot
- Item #711-11-125 – Thermoplastic Standard, White, Solid, 24” For Stop Line and Crosswalk – Per Linear Foot
- Item #711-11-141 – Thermoplastic, Standard, White 2-4 Dotted Guideline, 6-10 Gap Extension, 6” – Per Gross Mile
- Item #711-11-151 – Thermoplastic, Standard, White, Dotted Guideline, 6-10 Gap Extension, 6” – Per Gross Mile

- Item #711-11-160 – Thermoplastic, Standard, White, Message or Symbol – Per Each**
- Item #711-11-170 – Thermoplastic, Standard, White, Arrow – Per Each**
- Item #711-15-101 – Thermoplastic, Standard-Open Graded Asphalt Surfaces, White, Solid, 6” – Per Gross Mile**
- Item #711-15-102 – Thermoplastic, Standard-Open Graded Asphalt Surfaces, White, Solid, 8” – Per Gross Mile**
- Item #711-15-201 – Thermoplastic, Standard-Open Graded Asphalt Surfaces, Yellow, Solid, 6” – Per Gross Mile**

Brevard County Traffic Operations



SUPPLEMENTAL SPECIFICATIONS FOR SIGNALIZATION AND HIGHWAY LIGHTING ON LOCAL AGENCY PROGRAM (LAP) PROJECTS

April 13, 2016

NOTICE: These modified specifications have been prepared in accordance with requirements mandated by FHWA and State Rules and are to be used with projects utilizing Federal-Aid funds provided through the Florida Department of Transportation (FDOT).

1. General Specifications

- 1.1. All construction, installation and equipment shall be in accordance with the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction, latest edition, and the FDOT Design Standards, latest edition, except as otherwise noted herein. If there are conflicts between this specification and the FDOT documents noted above, this specification shall govern.
- 1.2. The Contractor shall submit three (3) sets of shop drawings; three (3) sets of manufacturer's descriptive literature; technical data for each equipment item proposed; and three (3) sets of construction plans showing the cable runs, conductors and conduit for each intersection to be constructed. Additional sets may be required for other agencies.
- 1.3. The Contractor shall submit one (1) electronic copy and three (3) sets of as-built plans to Traffic Operations showing the cable runs, conductors, and conduits for each intersection. These as-builts shall meet the latest FDOT Standard Specifications for Road and Bridge Construction, Specification 611 - Acceptance Procedures for Traffic Control Signals and Devices.
- 1.4. Signals at previously unsignalized intersections shall be placed in flashing operation for no less than seven (7) days and no more than fourteen (14) days prior to being placed into full operation.
 - 1.4.1. Signals shall be placed in full operation only on a Tuesday, Wednesday, or Thursday.
 - 1.4.2. Brevard County Traffic Operations shall be given notice 12 hours prior to being placed in flash and 24 hours prior to activation.
 - 1.4.3. When requested by the Traffic Operations Program Manager or their designee, the Contractor shall provide a Portable Dynamic Message Sign (PDMS) displaying "CAUTION" and "NEW SIGNAL AHEAD".
 - 1.4.4. PDMS shall be placed on two (2) approaches as directed, typically 500 feet in advance of stop bars. PDMS shall be capable of automatic day/night visibility and operation for seven (7) days, in any weather, with 2-hour response time in case of failure.
 - 1.4.5. Contractor to establish vehicle detection prior to signal being placed in operation.
- 1.5. Maintenance of Traffic shall be in accordance with FDOT Design Standard Index 600 Series and the Manual on Uniform Traffic Control Devices (MUTCD), latest edition.
- 1.6. The County has the first right to equipment designated to be removed from the site. Before the final inspection the contractor shall deliver equipment claimed by the County to Traffic Operations, 580 Manor Drive, Merritt Island, Florida 32952. The contractor shall dispose of any equipment not claimed by the County per FDOT specification.

2. Signal Construction Specifications

- 2.1. Two (2) conduit runs shall be provided between each pole and the cabinet entry pull box. Pull strings shall be installed in empty conduits. At minimum, there shall be seven (7) - 2" conduits and two (2) - 1" conduits entering the cabinet, as follows. (See also Exhibit A)
 - 2.1.1. Seven (7) 2" conduits to include: (2) signal cable, (1) pedestrian cable, (1) communications, (1) detector, and (2) spare from the cabinet to the nearest pull-box.
 - 2.1.2. Two (2) 1" conduits to include: (1) Rigid Galvanized Steel (RGS) electrical service per FDOT Specification 630 - Conduit and (1) PVC for ground rods.
- 2.2. A generator tie-down consisting of a 12" eye bolt shall be installed on the hinge side of the cabinet pad. See Exhibit A.

- 2.3. Cabinets, pedestrian signal, flasher pedestal bases, and vehicle signals shall be attached with "Red Head anchors" (5/8" – 3/4").
- 2.4. Cabinet bases shall be a minimum of 10" above the adjacent top of curb or edge of pavement, and must include a technician pad (see Exhibit A). All cabinet bases shall be able to accommodate an uninterruptable power supply (UPS). Refer to Section 5 for UPS Specifications. Contractor shall notify Traffic Operations a minimum of 48 hours prior to base installation.
- 2.5. An anti-seize compound shall be applied to the threads of all nuts, bolts, and attachment hardware that are exposed to weather. The compound shall be applied during installation and whenever fasteners are manipulated during maintenance. A contact paste shall be applied in accordance with manufacturer's recommendations on all electrical connections inside the service disconnect.
- 2.6. Hardware connections exposed to weather shall be sealed with appropriate gasket material, or clear silicone caulk. This includes top-of-signal to mounting hardware connections.
- 2.7. Mast arm assemblies shall be unpainted, galvanized steel unless otherwise directed by the Traffic Operations Program Manager.
- 2.8. Pedestrian cable assemblies shall be continuous between each mounting pole and the cabinet. No splicing will be allowed in intermediate locations or disconnect hangers unless approved otherwise.
- 2.9. Priority pre-emption shall be a continuous run (no splices) and shall be rated for wet locations.

3. Illumination Systems Specifications

- 3.1. Intersection lighting and/or illuminated sign control shall be accomplished with a single control point and photocell, connected to the spare breaker slot in the service disconnect or in the cabinet where applicable.
- 3.2. Street lighting systems shall be of the 4-wire design, with one (1) neutral line, two (2) electrical feed lines (example: 2-240 VAC lines of opposite phases of 480 VAC), and one (1) bonded ground line with a breakaway-type fused link at the base of the pole.
- 3.3. Light pole bases shall include a transformer base of TB-1 or TB-2 configuration as bolt circle conversion requires.
- 3.4. Where a cobra head fixture is required, a flat medium cut-off lens is to be provided at minimum.
- 3.5. Where lighting structures are visible from the Atlantic shore, proper shielding shall be provided to direct lighting away from the beach. Beachside inspections will include nighttime viewing to ensure that no stray light shines toward the beach. Final approval is subject to compliance with State and Federal regulations.
- 3.6. All street lighting shall be provided by either 250 Watt or 400 Watt High Pressure Sodium lamps with mogul base, unless Low Pressure Sodium lighting is required for environmental reasons.
- 3.7. Street lighting structures adjacent to, or over, open waterways need to be equipped with vibration dampeners as recommended by the manufacturer.
- 3.8. Street name signs shall be edge lit LED illuminated, with a single photocell providing night/day control, double-face with 12" lettering, and mounted with two point attachments for all signs within the intersection.

4. Traffic Control Equipment

- 4.1. The equipment listed below shall be compatible with existing Brevard County equipment and systems, and approved by the Traffic Operations Program Manager or their designee:

- 4.1.1. Traffic signal service disconnect (breaker box) -100 Amp service with lightning arrestor terminated under separate lug as required in NEC 2010.
 - 4.1.2. Traffic signal heads shall be all black polycarbonate with a reinforcement plate in the top sections and retro reflective back plates.
 - 4.1.3. Signal indications shall be Light Emitting Diode (LED) modules.
 - 4.1.4. Pedestrian signal heads shall be all polycarbonate, 1-section (16"x18") with two ¼" weep holes in the bottom of the fixture and LED countdown indications.
 - 4.1.5. Loop Detectors shall be LCD 2-channel rack mount detectors.
 - 4.1.6. Pedestrian detectors shall be piezo-activated detectors with a momentary indicator and audible tone as the Polara Bulldog detector provides, with one ¼" weep hole in the bottom.
 - 4.1.7. Video Detection Cameras shall be connected by a three-wire connection between overhead video processor and the control cabinet for networking, video streaming, and data communications. Coaxial cable is not permitted.
- 4.2. The Traffic Controller Cabinet shall be of NEMA TS-2 Type 1 configuration. Equipment shall be compatible with Brevard County ATMS system which utilizes the Naztec ATMS.now software package by Naztec/Trafficware. The Traffic Signal Cabinet and UPS cabinet will stand alone (No Integrated Signal Cabinets). Traffic Control Equipment shall comply with the following provisions:

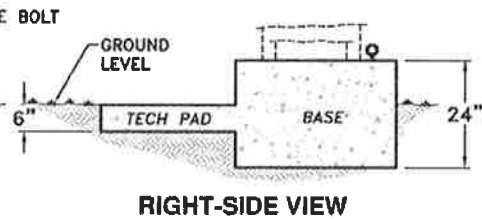
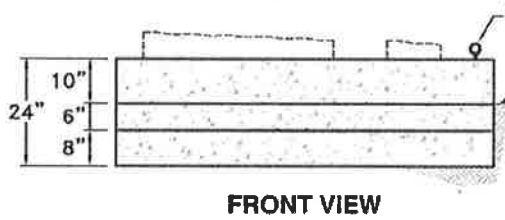
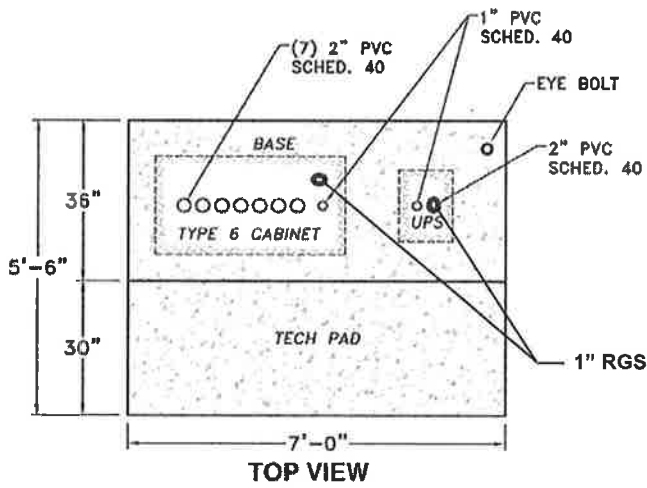
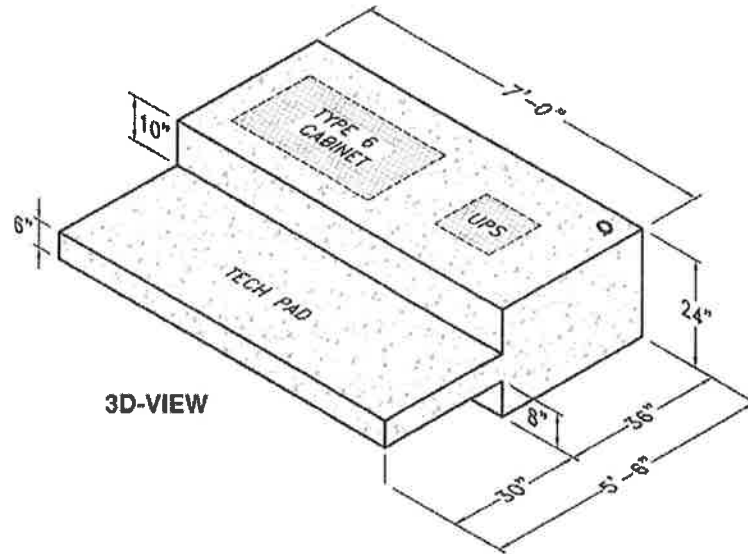
<i>Quantity</i>	<i>Description</i>
1	NEMA TS 2 Type 1 ATC Ethernet Enabled Controller, compatible with Brevard County ATMS system
1	Type 6 Signal Controller Cabinet
1	MMU with Ethernet, 16 channels, w/ LCD display
3	NEMA TS2 BIU
16	NEMA Load Switches
1	NEMA Flasher
5	Flash Transfer Relays
1	Luminaire Panel w/ test switch and photo-cell
1	TS2 Cabinet Power Supply
1	16 Channel Detector Rack
1	2 Channel Rack & Field Panel compatible with Preemption
1	16 Channel Loop Detector Panel w/ 16 SRA-6LC Surge Arrestors
1	Set of FL DOT Spec Load Resistors for Back Panel
1	Ball Bearing Roller Drawer
1	Generator Plug-in Module
4	LCD Detector 2 CH TS2 660-1-10
1	ITS Ethernet Switch, as described in Section 6 if identified on the plans (Ethernet Switch includes connection between switch and controller)

5. Uninterruptible Power Supply (UPS) Batteries

5.1. The UPS shall include an Ethernet remote management module and be IP addressable. Units shall provide remote HTTP web page management. A minimum of 1100 VA capacity (9.1 amps output) is required, with voltage regulation in variable power conditions. Batteries shall be 100 amp hour minimum gas mat construction and capable of 8.5 hours run time at 450W. Batteries to have a battery balancer which provides a 5 year warranty.

Brevard County Traffic Engineering
Supplemental Specifications for Signalization and Highway Lighting

Exhibit A – Concrete Cabinet Base



SECTION X

PERMITS

1. Permits

1.1 Permits or permit exemptions that have been obtained by the owner are on the following pages and consist of the following:

a) SJRWMD Permit #16773-89

The contractor is required to perform his work in accordance with the requirements for various permits and permit conditions that are included in the bid specifications. The contractor shall obtain any required permits not included in the bid specifications before commencing construction.



St. Johns River Water Management District

Ann B. Shortelle, Ph.D., Executive Director



4049 Reid Street • P.O. Box 1429 • Palatka, FL 32178-1429 • (386) 329-4500
On the Internet at floridaswater.com.

February 18, 2016

Brevard County
2725 Judge Fran Jamieson Way
Viera, FL 32940-6605

SUBJECT: 16773-89
Viera DRI Basin III & IV (Split/Brevard Co.)

Dear Sir/Madam:

Enclosed is your individual permit issued by the St. Johns River Water Management District on February 18, 2016. This permit is a legal document and should be kept with your other important documents. Permit issuance does not relieve you from the responsibility of obtaining any necessary permits from any federal, state, or local agencies for your project.

Technical Staff Report:

If you wish to review a copy of the Technical Staff Report (TSR) that provides the District's staff analysis of your permit application, you may view the TSR by going to the Permitting section of the District's website at floridaswater.com/permitting. Using the "search applications and permits" feature, you can use your permit number or project name to find information about the permit. When you see the results of your search, click on the permit number and then on the TSR folder.

Noticing Your Permit:

For noticing instructions, please refer to the noticing materials in this package regarding closing the point of entry for someone to challenge the issuance of your permit. Please note that if a timely petition for administrative hearing is filed, your permit will become nonfinal and any activities that you choose to undertake pursuant to your permit will be at your own risk.

Compliance with Permit Conditions:

To submit your required permit compliance information, go to the District's website at floridaswater.com/permitting. Under the "Apply for a permit or submit compliance data" section, click to sign-in to your existing account or to create a new account. Select the "Compliance Submittal" tab, enter your permit number, and select "No Specific Date" for the Compliance Due Date Range. You will then be able to view all the compliance submittal requirements for your project. Select the compliance item that you are ready to submit and then attach the appropriate information or form. The forms to comply with your permit conditions are available at floridaswater.com/permitting under the section "Handbooks, forms, fees, final orders". Click on forms to view all permit compliance forms, then scroll to the ERP application forms section and select the applicable compliance forms. Alternatively, if you have difficulty finding forms or need

GOVERNING BOARD

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copies of the appropriate forms, please contact the Bureau of Regulatory Support at (386) 329-4570.

Transferring Your Permit:

Your permit requires you to notify the District within 30 days of any change in ownership or control of the project or activity covered by the permit, or within 30 days of any change in ownership or control of the real property on which the permitted project or activity is located or occurs. You will need to provide the District with the information specified in rule 62-330.340, Florida Administrative Code (F.A.C.). Generally, this will require you to complete and submit Form 62-330.340(1), "Request to Transfer Permit," available at <http://www.floridaswater.com/permitting/permitforms.html>.

Please note that a permittee is liable for compliance with the permit before the permit is transferred. The District, therefore, recommends that you request a permit transfer in advance in accordance with the applicable rules. You are encouraged to contact District staff for assistance with this process.

Thank you and please let us know if you have additional questions. For general questions contact e-permit@sjrwmd.com or (386) 329-4570.

Sincerely,



Margaret Daniels, Office Director
Office of Business and Administrative Services
St. Johns River Water Management District
4049 Reid Street
Palatka, FL 32177-2529
(386) 329-4570

Enclosures: Permit

cc: District Permit File

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
Post Office Box 1429
Palatka, Florida 32178-1429

PERMIT NO: 16773-89 DATE ISSUED: February 18, 2016
PROJECT NAME: Viera DRI Basin III & IV (Split/Brevard Co.)

A PERMIT AUTHORIZING:

Minor Modification of Permit No.16773-33 for Wickham Road in Viera DRI Basin III & IV to include the roadway improvements as per plans received by the District on January 28, 2016.

LOCATION:

Section(s): 17, 15, 20, 22, Township(s): 26S Range(s): 36E
8, 16, 10, 5, 9,
21

Brevard County

Receiving Water Body:

Name	Class
Lake Winder, St. Johns River	III Fresh, IW

ISSUED TO:

Brevard County
2725 Judge Fran Jamieson Way
Viera, FL 32940-6605

The permittee agrees to hold and save the St. Johns River Water Management District and its successors harmless from any and all damages, claims, or liabilities which may arise from permit issuance. Said application, including all plans and specifications attached thereto, is by reference made a part hereof.

This permit does not convey to the permittee any property rights nor any rights or privileges other than those specified herein, nor relieve the permittee from complying with any law, regulation or requirement affecting the rights of other bodies or agencies. All structures and works installed by permittee hereunder shall remain the property of the permittee.

This permit may be revoked, modified or transferred at any time pursuant to the appropriate provisions of Chapter 373, Florida Statutes.

PERMIT IS CONDITIONED UPON:

See conditions on attached "Exhibit A", dated February 18, 2016

AUTHORIZED BY: St. Johns River Water Management District
Division of Regulatory, Engineering and Environmental Services

By: 

David Dewey
Regulatory Coordinator

"EXHIBIT A"
CONDITIONS FOR ISSUANCE OF PERMIT NUMBER 16773-89
Viera DRI Basin III & IV (Split/Brevard Co.)
DATED February 18, 2016

1. All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with Rule 62-330.315, F.A.C. Any deviations that are not so authorized may subject the permittee to enforcement action and revocation of the permit under Chapter 373, F.S.
2. A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the District staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.
3. 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 installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be 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), and the Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008), which are both incorporated by reference in subparagraph 62-330.050(9)(b)5, F.A.C., unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.
4. At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the District a fully executed Form 62-330.350(1), "Construction Commencement Notice," [10-1-13], incorporated by reference herein (<http://www.flrules.org/Gateway/reference.asp?No=Ref-02505>), indicating the expected start and completion dates. A copy of this form may be obtained from the District, as described in subsection 62-330.010(5), F.A.C. If available, an District website that fulfills this notification requirement may be used in lieu of the form.
5. Unless the permit is transferred under Rule 62-330.340, F.A.C., or transferred to an operating entity under Rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms and conditions of the permit for the life of the project or activity.
6. Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:
 - a. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex — "Construction Completion and Inspection Certification for Activities Associated With a Private Single-Family Dwelling Unit" [Form 62-330.310(3)]; or
 - b. For all other activities — "As-Built Certification and Request for Conversion to Operational Phase" [Form 62-330.310(1)].
 - c. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.

7. If the final operation and maintenance entity is a third party:
 - a. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as-built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.3 of Volume I) as filed with the Department of State, Division of Corporations and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.
 - b. Within 30 days of submittal of the as- built certification, the permittee shall submit "Request for Transfer of Environmental Resource Permit to the Perpetual Operation Entity" [Form 62-330.310(2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.
8. The permittee shall notify the District in writing of changes required by any other regulatory District that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.
9. This permit does not:
 - a. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;
 - b. Convey to the permittee or create in the permittee any interest in real property;
 - c. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or
 - d. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.
10. Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.
11. The permittee shall hold and save the District harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.
12. The permittee shall notify the District in writing:
 - a. Immediately if any previously submitted information is discovered to be inaccurate; and
 - b. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall request transfer of the permit in accordance with Rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.

13. Upon reasonable notice to the permittee, District staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.
14. 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.
15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under Rule 62-330.201, F.A.C., provides otherwise.
16. The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be disposed of in a landfill or other uplands in a manner that does not require a permit under Chapter 62-330, F.A.C., or cause violations of state water quality standards.
17. This permit is issued based on the applicant's submitted information that reasonably demonstrates that adverse water resource-related impacts will not be caused by the completed permit activity. If any adverse impacts result, the District will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.
18. A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with Rule 62-330.090(7), F.A.C. Such notice is not an encumbrance upon the property.
19. This permit for construction will expire five years from the date of issuance.
20. The operation and maintenance entity shall inspect the stormwater or surface water management system once within two years after the completion of construction and every two years thereafter to determine if the system is functioning as designed and permitted. The operation and maintenance entity must maintain a record of each required inspection, including the date of the inspection, the name and contact information of the inspector, and whether the system was functioning as designed and permitted, and make such record available for inspection upon request by the District during normal business hours. If at any time the system is not functioning as designed and permitted, then within 30 days the entity shall submit a report electronically or in writing to the District using Form 62-330.311(1), "Operation and Maintenance Inspection Certification," describing the remedial actions taken to resolve the failure or deviation.
21. The proposed project must be constructed and operated as per plans and calculations received by the District on January 28, 2016.

Notice of Rights

1. A person whose substantial interests are or may be affected has the right to request an administrative hearing by filing a written petition with the St. Johns River Water Management District (District). Pursuant to Chapter 28-106 and Rule 40C-1.1007, Florida Administrative Code, the petition must be filed (received) either by delivery at the office of the District Clerk at District Headquarters, P. O. Box 1429, Palatka Florida 32178-1429 (4049 Reid St., Palatka, FL 32177) or by e-mail with the District Clerk at Clerk@sjrwmd.com, within twenty-six (26) days of the District depositing the notice of District decision in the mail (for those persons to whom the District mails actual notice), within twenty-one (21) days of the District emailing the notice of District decision (for those persons to whom the District emails actual notice), or within twenty-one (21) days of newspaper publication of the notice of District decision (for those persons to whom the District does not mail or email actual notice). A petition must comply with Sections 120.54(5)(b)4. and 120.569(2)(c), Florida Statutes, and Chapter 28-106, Florida Administrative Code. The District will not accept a petition sent by facsimile (fax), as explained in paragraph no. 4 below.
2. Please be advised that if you wish to dispute this District decision, mediation may be available and that choosing mediation does not affect your right to an administrative hearing. If you wish to request mediation, you must do so in a timely-filed petition. If all parties, including the District, agree to the details of the mediation procedure, in writing, within 10 days after the time period stated in the announcement for election of an administrative remedy under Sections 120.569 and 120.57, Florida Statutes, the time limitations imposed by Sections 120.569 and 120.57, Florida Statutes, shall be tolled to allow mediation of the disputed District decision. The mediation must be concluded within 60 days of the date of the parties' written agreement, or such other timeframe agreed to by the parties in writing. Any mediation agreement must include provisions for selecting a mediator, a statement that each party shall be responsible for paying its pro-rata share of the costs and fees associated with mediation, and the mediating parties' understanding regarding the confidentiality of discussions and documents introduced during mediation. If mediation results in settlement of the administrative dispute, the District will enter a final order consistent with the settlement agreement. If mediation terminates without settlement of the dispute, the District will notify all the parties in writing that the administrative hearing process under Sections 120.569 and 120.57, Florida Statutes, is resumed. Even if a party chooses not to engage in formal mediation, or if formal mediation does not result in a settlement agreement, the District will remain willing to engage in informal settlement discussions.
3. A person whose substantial interests are or may be affected has the right to an informal administrative hearing pursuant to Sections 120.569 and 120.57(2), Florida Statutes, where no material facts are in dispute. A petition for an informal hearing must also comply with the requirements set forth in Rule 28-106.301, Florida Administrative Code.

Notice of Rights

4. A petition for an administrative hearing is deemed filed upon receipt of the complete petition by the District Clerk at the District Headquarters in Palatka, Florida during the District's regular business hours. The District's regular business hours are 8:00 a.m. – 5:00 p.m., excluding weekends and District holidays. Petitions received by the District Clerk after the District's regular business hours shall be deemed filed as of 8:00 a.m. on the District's next regular business day. The District's acceptance of petitions filed by e-mail is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation (issued pursuant to Rule 28-101.001, Florida Administrative Code), which is available for viewing at floridaswater.com. These conditions include, but are not limited to, the petition being in the form of a PDF or TIFF file and being capable of being stored and printed by the District. Further, pursuant to the District's Statement of Agency Organization and Operation, attempting to file a petition by facsimile is prohibited and shall not constitute filing.
5. Failure to file a petition for an administrative hearing within the requisite timeframe shall constitute a waiver of the right to an administrative hearing. (Rule 28-106.111, Florida Administrative Code).
6. The right to an administrative hearing and the relevant procedures to be followed are governed by Chapter 120, Florida Statutes, Chapter 28-106, Florida Administrative Code, and Rule 40C-1.1007, Florida Administrative Code. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means the District's final action may be different from the position taken by it in this notice. A person whose substantial interests are or may be affected by the District's final action has the right to become a party to the proceeding, in accordance with the requirements set forth above.
7. Pursuant to Section 120.68, Florida Statutes, a party to the proceeding before the District who is adversely affected by final District action may seek review of the action in the District Court of Appeal by filing a notice of appeal pursuant to Rules 9.110 and 9.190, Florida Rules of Appellate Procedure, within 30 days of the rendering of the final District action.
8. A District action is considered rendered, as referred to in paragraph no. 7 above, after it is signed on behalf of the District and filed by the District Clerk.
9. Failure to observe the relevant timeframes for filing a petition for judicial review as described in paragraph no. 7 above will result in waiver of that right to review.

NOR.Decision.DOC.001

Revised 12.7.11

Notice of Rights

Certificate of Service

I HEREBY CERTIFY that a copy of the foregoing Notice of Rights has been sent to the permittee:

Brevard County
2725 Judge Fran Jamieson Way
Viera, FL 32940-6605

This 18th day of February, 2016.



Margaret Daniels, Office Director
Office of Business and Administrative Services
St. Johns River Water Management District
4049 Reid Street
Palatka, FL 32177-2529
(386) 329-4570

Permit Number: 16773-89

NOTICING INFORMATION

Dear Permittee:

Please be advised that the St. Johns River Water Management District will not publish a notice in the newspaper advising the public that it has issued a permit for this project.

Newspaper publication, using the District's notice form, notifies members of the public of their right to challenge the issuance of the permit. If proper notice is given by newspaper publication, then there is a 21-day time limit for someone to file a petition for an administrative hearing to challenge the issuance of the permit.

To close the point of entry for filing a petition, you may publish (at your own expense) a one-time notice of the District's decision in a newspaper of general circulation within the affected area as defined in Section 50.011 of the Florida Statutes. If you do not publish a newspaper notice to close the point of entry, the time to challenge the issuance of your permit will not expire and someone could file a petition even after your project is constructed.

A copy of the notice form and a partial list of newspapers of general circulation are attached for your convenience. However, you are not limited to those listed newspapers. If you choose to close the point of entry and the notice is published, the newspaper will return to you an affidavit of publication. In that event, it is important that you either submit a scanned copy of the affidavit by emailing it to compliancesupport@sjrwmd.com (preferred method) **or** send a copy of the original affidavit to:

Margaret Daniels, Office Director
Office of Business and Administrative Services
4049 Reid Street
Palatka, FL 32177

If you have any questions, please contact the Bureau of Regulatory Support at (386) 329-4570.

Sincerely,



Margaret Daniels, Office Director
Office of Business and Administrative Services

NOTICE OF AGENCY ACTION TAKEN BY THE
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

Notice is given that the following permit was issued on _____:

(Name and address of applicant) _____
permit# _____. The project is located in _____ County, Section
_____, Township _____ South, Range _____ East. The permit authorizes a surface
water management system on _____ acres for _____ known as
_____. The receiving water body is _____.

A person whose substantial interests are or may be affected has the right to request an administrative hearing by filing a written petition with the St. Johns River Water Management District (District). Pursuant to Chapter 28-106 and Rule 40C-1.1007, Florida Administrative Code (F.A.C.), the petition must be filed (received) either by delivery at the office of the District Clerk at District Headquarters, P.O. Box 1429, Palatka FL 32178-1429 (4049 Reid St, Palatka, FL 32177) or by e-mail with the District Clerk at Clerk@sjrwm.d.com, within twenty-one (21) days of newspaper publication of the notice of District decision (for those persons to whom the District does not mail or email actual notice). A petition must comply with Sections 120.54(5)(b)4. and 120.569(2)(c), Florida Statutes (F.S.), and Chapter 28-106, F.A.C. The District will not accept a petition sent by facsimile (fax). Mediation pursuant to Section 120.573, F.S., may be available and choosing mediation does not affect your right to an administrative hearing.

A petition for an administrative hearing is deemed filed upon receipt of the complete petition by the District Clerk at the District Headquarters in Palatka, Florida during the District's regular business hours. The District's regular business hours are 8 a.m. – 5 p.m., excluding weekends and District holidays. Petitions received by the District Clerk after the District's regular business hours shall be deemed filed as of 8 a.m. on the District's next regular business day. The District's acceptance of petitions filed by e-mail is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation (issued pursuant to Rule 28-101.001, Florida Administrative Code), which is available for viewing at floridaswater.com. These conditions include, but are not limited to, the petition being in the form of a PDF or TIFF file and being capable of being stored and printed by the District. Further, pursuant to the District's Statement of Agency Organization and Operation, attempting to file a petition by facsimile (fax) is prohibited and shall not constitute filing.

The right to an administrative hearing and the relevant procedures to be followed are governed by Chapter 120, Florida Statutes, Chapter 28-106, Florida Administrative Code, and Rule 40C-1.1007, Florida Administrative Code. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means the District's final action may be different from the position taken by it in this notice. **Failure to file a petition for an administrative hearing within the requisite time frame shall constitute a waiver of the right to an administrative hearing. (Rule 28-106.111, F.A.C.).**

If you wish to do so, please visit http://floridaswater.com/nor_dec/ to read the complete Notice of Rights to determine any legal rights you may have concerning the District's decision(s) on the permit application(s) described above. You can also request the Notice of Rights by contacting the Director of Regulatory Support, 4049 Reid St., Palatka, FL 32177-2529, tele. no. (386)329-4570.

NEWSPAPER ADVERTISING

ALACHUA

The Alachua County Record, Legal Advertising
P. O. Box 806
Gainesville, FL 32602
352-377-2444/ fax 352-338-1986

BRAFORD

Bradford County Telegraph, Legal Advertising
P. O. Drawer A
Starke, FL 32901
904-964-6305/ fax 904-964-8628

CLAY

Clay Today, Legal Advertising
1560 Kinsley Ave., Suite 1
Orange Park, FL 32073
904-264-3200/ fax 904-264-3285

FLAGLER

Flagler Tribune, c/o News Journal
P. O. Box 2831
Daytona Beach, FL 32120-2831
386-681-2322

LAKE

Daily Commercial, Legal Advertising
P. O. Drawer 490007
Leesburg, FL 34749
352-365-8235/fax 352-365-1951

NASSAU

News-Leader, Legal Advertising
P. O. Box 766
Fernandina Beach, FL 32035
904-261-3696/fax 904-261-3698

ORANGE

Sentinel Communications, Legal Advertising
633 N. Orange Avenue
Orlando, FL 32801
407-420-5160/ fax 407-420-5011

PUTNAM

Palatka Daily News, Legal Advertising
P. O. Box 777
Palatka, FL 32178
386-312-5200/ fax 386-312-5209

SEMINOLE

Seminole Herald, Legal Advertising
300 North French Avenue
Sanford, FL 32771
407-323-9408

BAKER

Baker County Press, Legal Advertising
P. O. Box 598
Macclenny, FL 32063
904-259-2400/ fax 904-259-6502

BREVARD

Florida Today, Legal Advertising
P. O. Box 419000
Melbourne, FL 32941-9000
321-242-3832/ fax 321-242-6618

DUVAL

Daily Record, Legal Advertising
P. O. Box 1769
Jacksonville, FL 32201
904-356-2466 / fax 904-353-2628

INDIAN RIVER

Vero Beach Press Journal, Legal Advertising
P. O. Box 1268
Vero Beach, FL 32961-1268
772-221-4282/ fax 772-978-2340

MARION

Ocala Star Banner, Legal Advertising
2121 SW 19th Avenue Road
Ocala, FL 34474
352-867-4010/fax 352-867-4126

OKEECHOBEE

Okeechobee News, Legal Advertising
P. O. Box 639
Okeechobee, FL 34973-0639
863-763-3134/fax 863-763-5901

OSCEOLA

Little Sentinel, Legal Advertising
633 N. Orange Avenue
Orlando, FL 32801
407-420-5160/ fax 407-420-5011

ST. JOHNS

St. Augustine Record, Legal Advertising
P. O. Box 1630
St. Augustine, FL 32085
904-819-3436

VOLUSIA

News Journal Corporation, Legal Advertising
P. O. Box 2831
Daytona Beach, FL 32120-2831
(386) 681-2322

**SECTION XI
GEOTECHNICAL**



UNIVERSAL ENGINEERING SCIENCES

SUBSURFACE EXPLORATION
Proposed Wickham Road Extension
West of Lake Andrew Drive

Viera, Florida

Client No. 31001-082-01

Report No. 54754

September 6, 2002

PREPARED FOR

The Viera Company
7380 Murrell Road, Suite 201
Viera, Florida 32940

PREPARED BY

Universal Engineering Sciences, Inc.
820 Brevard Avenue
Rockledge, Florida 32955
(321) 638-0808

Consultants in: Geotechnical Engineering • Environmental Sciences • Construction Materials Testing
Offices in: Rockledge • Daytona • St. Augustine • DeBarry • Orlando • Gainesville • Fort Myers • West Palm Beach • Jacksonville



UNIVERSAL ENGINEERING SCIENCES

Consultants in: Geotechnical Engineering • Environmental Sciences •
Construction Materials Testing • Threshold Inspection

820 Brevard Avenue • Rockledge, Florida 32955
(321) 638-0808 Fax (321) 638-0978

September 6, 2002

The Viera Company
7380 Murrell Road, Suite 201
Viera, Florida 32940

Attention: Mr. Stephen Johnson

Reference: Subsurface Exploration
Proposed Wickham Road Extension
West of Lake Andrew Drive
Viera, Florida
Client No. 31001-082-01
Report No. 54754

Dear Mr. Johnson:

Universal Engineering Sciences, Inc. has completed a subsurface exploration at the above referenced site in Brevard County, Florida. Our exploration was authorized by you and was conducted as outlined in our Proposal No. P02-361G. This exploration was performed in accordance with generally accepted soil and foundation engineering practices and the requirements of the Brevard County Engineering Department Design and Review Division. No other warranty, expressed or implied, is made.

The following report presents the results of our field exploration with a geotechnical engineering interpretation of those results with respect to the project characteristics as provided to us. We have included our estimates of the typical wet season groundwater level at the boring locations, general recommendations for site preparation procedures, pavement design parameters and other considerations as appropriate.

We appreciate the opportunity to have worked with you on this project and look forward to a continued association. Please do not hesitate to contact us if you should have any questions, or if we may further assist you as your plans proceed.

Sincerely yours,
UNIVERSAL ENGINEERING SCIENCES, INC.

Andrew Wilderotter, E.I.
Staff Engineer

2 - Client

1 - Mr. Hassan Kamal, P.E. w/ BSE Consultants

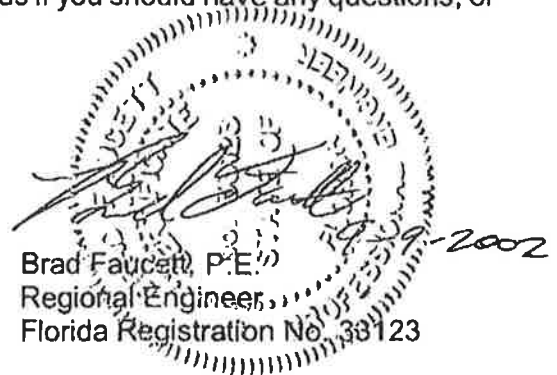


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GRAIN SIZE DISTRIBUTION CURVES	Exhibit 2



1.0 INTRODUCTION

Universal Engineering Sciences, Inc. (Universal) has completed a subsurface exploration for the proposed extension to Wickham Road west of Lake Andrew Drive in Viera, Florida. Our exploration was authorized by Mr. Stephen Johnson of The Viera Company and was conducted as outlined in our proposal No. P02-361G. This exploration was performed in accordance with generally accepted soil and foundation engineering practices and the requirements of the Brevard County Engineering Department Design and Review Division. No other warranty, expressed or implied, is made.

2.0 PROJECT CONSIDERATIONS

It is our understanding from review of a partial site plan and conversations with BSE Consultants, Inc., the project civil engineers, that the proposed project will include the four-lane extension of the existing Wickham Road. The eastern limits of the proposed extension will be approximately 1,200 feet west of Lake Andrew Drive and will extend west approximately 7,500 feet. We assume that stormwater runoff from the new impervious surfaces will discharge into existing drainage canals situated throughout the project area.

If any of the above information is incorrect or changes prior to construction, please contact Universal immediately so that we may revise the general recommendations contained in this report, as necessary. In order to verify that our general recommendations are properly interpreted and implemented, Universal should be allowed to review the final design and specifications prior to the start of construction.

2.1 Purpose

The purposes of this exploration were:

- * to investigate and evaluate the subsurface conditions at the site with special attention to potential problems that may hinder the proposed development and
- * to provide our estimates of the typical wet season groundwater levels at the boring locations and
- * to provide geotechnical engineering recommendations for pavement design parameters, site preparation procedures and other considerations as appropriate.

3.0 SITE DESCRIPTION

The subject site is located within Sections 8 and 9, Township 28 South, Range 37 East in Brevard County, Florida. Specifically, the proposed extension will traverse approximately 8,700 feet west of Lake Andrew Drive along the existing Wickham Road in Viera, Florida. At the time of drilling, the general area of the proposed roadway was relatively flat with vegetative cover consisting mostly of short grass and sparse trees (sod farm/cattle pasture land). The existing Wickham Road pavement (a narrow, two lane asphaltic roadway) is located north of the proposed new roadway. The Brevard



County South Central Waste Water Treatment Plant is located at the western limits of the proposed roadway.

3.1 Soil Survey

According to the Brevard County Soil Survey (BCSS) issued November, 1974, the majority of the soils across the site are mapped as Pompano sand (Pw). Pompano sand (Pw) is described as a nearly level, poorly drained sandy soil on broad flats, in shallow depressions, and in sloughs. A copy of a portion of the BCSS is included as Figure 1.

3.2 Topography

According to information obtained from the United States Geologic Survey (USGS) Eau Gallie and Deer Park NE, Florida quadrangle maps dated 1988 and 1992, respectively, ground surface elevation across the site ranges from approximately +25 to +27 feet National Geodetic Vertical Datum (NGVD). A copy of a portion of the USGS Map is included as Figure 2.

4.0 SCOPE OF SERVICES

The services conducted by Universal during our subsurface exploration program are as follows:

- * Drill nineteen (19) Standard Penetration Test (SPT) borings along the proposed roadway to a depth of 10 feet below land surface (bls).
- * Secure samples of representative soils encountered in the soil borings for review, laboratory analysis and classification by a Geotechnical Engineer.
- * Measure the existing site groundwater levels and provide an estimate of the typical wet season groundwater level.
- * Conducting laboratory particle size analysis tests on selected soil samples obtained in the field to determine their engineering properties.
- * Assess the existing soil conditions with respect to the proposed construction.
- * Prepare a report which documents the results of our subsurface exploration and analysis with general geotechnical engineering recommendations.

4.1 Limitations

This report has been prepared in order to aid the client/engineer in the design of the proposed Wickham Road extension in Viera, Florida. The scope is limited to the specific project and locations described herein. Our description of the project's design parameters represents our understanding of the significant aspects relevant to soil and foundation characteristics. In the event that any changes in the design or location of the roadways and retention basins as outlined in this report are



planned, we should be informed so the changes can be reviewed and the conclusions of this report modified, if required, and approved in writing by Universal.

The recommendations submitted in this report are based upon the data obtained from the soil borings performed at the locations indicated on the Exploration Location Plan (Figure 3) and from other information as referenced. This report does not reflect any variations which may occur between the boring locations and within unexplored areas of the site. The nature and extent of such variations may not become evident until the course of construction. If variations become evident, it will then be necessary for a re-evaluation of the recommendations of this report after performing on-site observations during the construction period and noting the characteristics of the variations. Deleterious soils were not encountered at any of our boring locations; however, we cannot completely preclude their presence. Therefore, this report should not be used for estimating such items as cut and fill quantities. Our investigation was confined to the zone of soil likely to be stressed by the proposed construction.

All users of this report are cautioned that there was no requirement for Universal to attempt to locate any man-made buried objects or identify any other potentially hazardous conditions that may exist at the site during the course of this exploration. Therefore no attempt was made by Universal to locate or identify such concerns. Universal cannot be responsible for any buried man-made objects or environmental hazards which may be subsequently encountered during construction that are not discussed within the text of this report. We can provide this service if requested.

For a further description of the scope and limitations of this report please review the document attached within Exhibit 1 "Important Information About Your Geotechnical Engineering Report" prepared by ASFE/Professional Firms Practicing in the Geosciences.

5.0 FIELD METHODOLOGIES

5.1 Standard Penetration Tests

The nineteen (19) SPT borings, designated B1 through B19 on the enclosed Exploration Location Plan (Figure 3A and 3B), were performed in general accordance with the procedures of ASTM D 1586 (Standard Method for Penetration Test and Split-Barrel Sampling of Soils). The SPT drilling technique involves driving a standard split-barrel sampler into the soil by a 140 pound hammer, free falling 30 inches. The number of blows required to drive the sampler 1 foot, after an initial seating of 6 inches, is designated the penetration resistance, or N-value, an index to soil strength and consistency. The soil samples recovered from the split-barrel sampler were visually inspected and classified in general accordance with the guidelines of ASTM D 2487 (Standard Classification of Soils for Engineering Purposes (Unified Soil Classification System)).

In order to help avoid damaging underground utility lines, dynamic cone penetrometer tests were made within the upper 4 feet of the SPT borings to determine soils consistencies. The DCP tests were performed at 1 foot intervals in general accordance with the procedures developed by Professor G.F. Sowers and Charles S. Hedges (ASCE, 1966). The basic procedure for the DCP test is as follows: A standard 1.5 inch diameter conical point is driven into the soil by a 15-pound



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Report No. 54754

steel hammer falling 20 inches. Following the seating of the point to a depth of 2 inches, the number of blows required to drive the sampler an additional 1.75 inches is designated the penetration resistance, providing an index to soil strength and density.

The SPT borings were performed with a CME 45 ATV mounted drilling rig. Universal located the test borings in the field using the provided site plan and measuring from the existing on-site landmarks using a 100 foot surveyor tape. No survey control was provided on-site, and our boring locations should be considered only as accurate as implied by the methods of measurement used. The approximate boring locations are shown on the enclosed Figures 3A and 3B.

6.0 LABORATORY METHODOLOGIES

6.1 Particle Size Analysis

We completed particle size analysis on six (6) representative soil samples. These samples were obtained from various boring locations and depths. The samples were tested according to the procedures for mechanical sieving of ASTM D 422 (Standard Method for Particle Size Analysis of Soils). In part, ASTM D 422 requires passing each specimen over a standard set of nested sieves (3/4 inch, No. 4, No. 10, No. 40, No. 60, No. 100, No. 200). The percentage of the soil grains retained on each sieve size are determined in order to provide the grain size distribution of the sample. The distribution determines the textural nature of the soil sample and aids in evaluating its engineering characteristics.

7.0 SOIL STRATIGRAPHY

The results of our field exploration, with pertinent information obtained from the SPT borings, such as soil profiles, penetration resistance and stabilized groundwater levels are shown on the boring logs included in Appendix A. The Key to Boring Logs, Soil Classification Chart is also included in Appendix A. The soil profiles were prepared from field logs after the recovered soil samples were examined by a Geotechnical Engineer. The stratification lines shown on the boring logs represent the approximate boundaries between soil types, and may not depict exact subsurface soil conditions. The actual soil boundaries may be more transitional than depicted. A generalized profile of the soils encountered at our boring locations is presented below in Table I. For detailed soil profiles, please refer to the attached boring logs.



TABLE I
GENERALIZED SOIL PROFILE

Depth Encountered (feet bls)	Thickness (feet)	Soil Description
Surface	7½ to 9½	Alternating strata of fine sands [SP] and fine sands with clay [SP-SC], very loose to medium dense. These strata are often overlain by fine sands with silt, traces of roots (topsoil) [SP-SM].
7½ to 9½	11½ + to 17+	Fine to medium sands (broken shell) with clay [SP-SC] and fine sands with silt [SP-SM], loose to medium dense.

NOTE: [] denotes Unified Soil Classification System designation.
+ indicates strata encountered at boring termination, total thickness undetermined.

8.0 GROUNDWATER CONDITIONS

8.1 Existing Groundwater Level

We measured the water levels in the boreholes on August 16 and 23, 2002 after the groundwater was allowed to stabilize. The groundwater levels are shown on the attached boring logs. The groundwater level depths ranged from approximately 0.7 foot bls to 3.9 feet bls at the boring locations. Fluctuations in groundwater levels should be anticipated throughout the year, primarily due to seasonal variations in rainfall, surface runoff, and other factors that may vary from the time the borings were conducted.

8.2 Typical Wet Season Groundwater Level

The typical wet season groundwater level is defined as the highest groundwater level sustained for a period of 2 to 4 weeks during the "wet" season of the year, for existing site conditions, in a year with average normal rainfall amounts. Based on historical data, the rainy season in Brevard County, Florida is between June and October of the year. In order to estimate the wet season water level at the boring locations, many factors are examined, including the following:

- a. Measured groundwater level
- b. Drainage characteristics of existing soil types
- c. Season of the year (wet/dry season)
- d. Current & historical rainfall data (recent and year-to-date)
- e. Natural relief points (such as lakes, rivers, swamp areas, etc.)
- f. Man-made drainage systems (ditches, canals, etc.)
- g. Distances to relief points and man-made drainage systems
- h. On-site types of vegetation
- i. Area topography (ground surface elevations)



Groundwater levels at the boring locations were measured on August 16 and 23, 2002. According to data from the Southeast Regional Climate Center, the total rainfall in the previous month of July for Central Brevard County was 4.9 inches, approximately 0.5 inch below the normal for July. The year to date rainfall through August 22, 2002 was 31.3 inches or roughly 2.1 inches above normal. Based on this information and factors listed above, we estimate that the typical wet season groundwater levels at the boring locations will be approximately ½ foot above existing measured levels, or roughly at the existing ground surface to 3½ feet bls at the boring locations. Please note, however, that peak stage elevations immediately following various intense storm events, may be somewhat higher than the estimated typical wet season levels.

We understand that ground surface elevation readings will soon be obtained by BSE Consultants at each of the boring locations. After these elevations are provided, Universal will submit an addendum report with the estimated typical wet season groundwater levels referenced to the National Geodetic Vertical Datum.

9.0 LABORATORY RESULTS

9.1 Particle Size Analysis

The soil samples submitted for analysis were classified as fine sands [SP] and fine sands with clay [SP-SC]. The percentage of soil sizes passing the #200 sieve size are shown on the boring logs at the approximate depth sampled. The grain size distribution curves are presented as Exhibit 2.

10.0 ANALYSIS AND RECOMMENDATIONS

Based on the results of the SPT borings, the near surface soils at the site are generally fine sands with silt [SP-SM] (topsoil) underlain by alternating strata of very loose to medium dense fine sands [SP] and fine sands with clay [SP-SC] to depths of approximately 7½ to 9½ feet bls. These surficial soils are underlain by fine to medium sands (broken shell) with clay [SP-SC] and fine sands with silt [SP-SM], to below the maximum depth of drilling, 10 feet bls. The existing groundwater levels ranged from 0.7 foot bls to 3.9 feet bls at the boring locations. We estimate that the typical wet season groundwater levels will be approximately ½ foot above the existing measured levels: "

10.1 Proposed Roadway

10.1.1 Analysis

The surficial soils within the proposed roadway traverse are generally fine sands with silt [SP-SM] (topsoil) underlain by alternating strata of very loose to medium dense fine sands [SP] and fine sands with clay [SP-SC]. Densification of the loose surficial sands will be required in all roadway areas, in order to both increase subgrade capacity and to limit subsequent settlements due to traffic vibrations. Within the pavement areas we recommend that the surficial soils be proof rolled with a heavy piece of equipment, such as a five ton static roller, under the observation of Universal personnel. Any areas which exhibit instability under rolling should be examined by Universal for possible removal and replacement with and replacement with compacted structural fill.



This structural fill should consist of clean fine sand [SP] containing less than 5 percent soil fines passing the No. 200 sieve (ASTM D 1140, amount of Material in Soils Finer than the No. 200 (75 - um). In addition, a clean fine sand [SP] is free of rubble, debris, root mats, vegetation, and other deleterious materials greater than 1 inch in diameter; further, the organic content must be less than 5 percent by weight as determined by ASTM D 2974 (Standard Test Method for Moisture, Ash, and Organic Matter of Peat and Other Organic Soils).

All roadway subgrade soils should be compacted to at least 95 percent of the Modified Proctor test maximum dry density (ASTM D 1557, Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 to-lbf/ft³ (2,700 kN-m/m³))) to a depth of at least 2 feet below bottom of base course levels, or the full depth of fill, whichever is greater.

There are areas where the fine sands with clay [SP-SC] strata approach the existing ground surface. Such soils tend to readily hold moisture, and therefore, depending upon the variations in clay and moisture contents, may require considerably more compactive efforts than the clean fine surficial soils.

Any debris laden soils, together with root mats, vegetation, foundations, old pavements and other deleterious materials, should be completely removed from the proposed pavement areas, including a 5 feet margin beyond the edges of the proposed roadways. Any collapsible or leak prone utility lines remaining within the new pavement areas should either be completely removed or grouted closed.

Some areas within the proposed roadway traverse may require as much as to 2 to 4 feet of fill to meet finished grade elevations. All pavement area fill should consist of clean fine sands [SP] placed in 12 inch lifts with each lift compacted to at least 95 percent of the Modified Proctor test maximum dry density (ASTM D 1557). If vibratory equipment is used to compact fill, subgrade and base courses, then we recommend using vibratory rollers weighing less than 1 ton within 20 feet of existing structures, less than 2 tons within distances of 20 to 40 feet, less than 6 tons between 40 to 100 feet, and up to 10 tons beyond 100 feet. THE USE OF HEAVIER EQUIPMENT MAY DAMAGE EXISTING NEIGHBORING STRUCTURES. Depending on weather conditions and other factors, the addition or removal (dewatering) of water may be necessary to aid compactive efforts.

10.1.2 Recommendations

10.1.2.1 Asphalt (Flexible) Pavements

We understand that the proposed roadway is to be designed as a collector roadway with a heavy duty pavement section (automobiles with periodic heavy truck traffic). In order to support these loadings we recommend using a flexible asphaltic pavement section for the proposed widening/lane additions on this project. Flexible pavements combine the strength and durability of several layer components to produce an appropriate, and cost-effective combination of locally available construction materials. Specific recommendations for the various pavement section components are listed in Table No. II below:



TABLE II
HEAVY DUTY ASPHALT / LIMEROCK PAVEMENT

PAVEMENT LAYER	THICKNESS	MINIMUM REQUIREMENTS
Asphalt Wearing Surface FDOT Type S-I	2 inch Minimum	95% Laboratory Marshall Density, Mix to be approved by Universal.
Limerock or Cemented Coquina Base	8 inch Minimum	98% Modified Proctor test maximum dry density, Limerock Bearing Ratio of at least 100.
Stabilized Subbase Course	12 inch Minimum	98% Modified Proctor test maximum dry density, stabilized to a Limerock Bearing Ratio (LBR) of at least 40.

We believe that such a design, if properly constructed, should adequately support traffic loadings of at least 335,000 total equivalent, 18 kip single axle loads (E_{18} SAL).

Stabilized subgrade can be imported materials or a blend of on-site and imported materials. If a blend is proposed, we recommend that the contractor perform a mix design to find the optimum mix proportions. Compaction testing of the stabilized subgrade, and the subsequent limerock base course material should be performed to full depth at a minimum of three test locations. After placement and field compaction, the wearing surface should be cored within at least two locations per each day's placement to evaluate material thickness and to perform laboratory densities of the asphaltic surfacing.

We recommend that all materials used in pavement construction comply with the latest edition of the Florida Department of Transportation, STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION. Universal should be allowed to review and comment on the final asphalt pavement design.

11.0 SEWER AND UTILITY LINES

11.1 General Recommendations

We assume that proposed sewer and other utility lines at the site may have invert elevations roughly 2 to 4 feet below existing grades. In general, the soils at this invert level are mostly fine sands [SP] and fine sands with clay [SP-SC]. However, based on our general knowledge of the area, we believe there may be occasional soft or deleterious pockets at this invert level. If encountered, such deleterious layers should be over excavated and replaced with compacted clean fine sands [SP] (< 5 percent soil fines passing the No. 200 sieve ASTM D 1140) to more adequately support the proposed pipelines and help preclude any future settlements.



11.2 Site Preparation Procedures

The following is our recommended procedures to prepare the site soils for construction of the proposed utility lines.

1. Install a dewatering system capable of maintaining a groundwater level at least 2 feet below bottom of pipe level.
2. Excavate and install the proposed utility lines. Any deleterious soils encountered at pipe bedding level should be examined by representatives of Universal for possible removal and replacement with clean fine sands [SP] as previously discussed. All replacement soils should be compacted to at least 98 percent of the Modified Proctor test maximum dry density (ASTM D1557) with small vibratory plates or rollers.
3. Backfill to grade with clean fine sand fill placed in 12 inch loose lifts with each lift compacted, with vibratory rollers or plates weighing less than 4 tons, to at least 98 percent of the Modified Proctor test maximum dry density (ASTM D 1557).

Backfill above and around thrust blocks should consist of clean fine sands [SP] compacted at least 98 percent of Modified Proctor test maximum dry density (ASTM D1557). For a design criteria, we recommend using an allowable passive earth pressure coefficient of $K_p=3.0$.

12.0 DEWATERING

Based on the water level conditions encountered, control of the groundwater will be required to achieve the necessary excavation, construction, backfilling and compaction requirements presented in the preceding sections. Regardless of the method(s) used, we suggest drawing down the water level at least 2 to 3 feet below the bottom of the excavations to preclude "pumping" and/or compaction-related problems with the foundation and/or subgrade soils. The actual method(s) of dewatering should be determined by the contractor.

Dewatering should be accomplished with the knowledge that the permeability of soils decreases with increasing silt [M] and/or clay [C] content. Therefore, a silty fine sand [SM] is less permeable than a fine sand [SP]. The fine sand, fine sand with silt and silty fine sand [SP, SP-SM and SM] soil types can usually be dewatered by well pointing.

It should be noted that the typical wet season groundwater levels previously listed may be temporarily exceeded during any given year in the future. Should impediments to surface water drainage exist on the site, or should rainfall intensity and duration, or total rainfall quantities exceed the normally anticipated rainfall quantities, groundwater levels may exceed our seasonal high estimates. We recommend positive drainage be established and maintained on the site during construction. We further recommend permanent measures be constructed to maintain positive drainage from the site throughout the life of the project. We recommend that the contract documents provide for determining the depth to the groundwater table just prior to construction, and for any required remedial dewatering.



13.0 EXCAVATIONS

Excavations should be sloped as necessary to prevent slope failure and to allow backfilling. As a minimum, temporary excavations below 4-foot depth should be sloped in accordance with OSHA regulations (29 CFR Par 1926) dated October 31, 1989. Where lateral confinement will not permit slopes to be laid back, the excavation should be shored in accordance with OSHA requirements. During excavation, excavated material should not be stockpiled at the top of the slope within a horizontal distance equal to the excavation depth. Provisions for maintaining workman safety within excavations is the sole responsibility of the contractor.

14.0 SPECIAL CONSIDERATIONS

Vibrations produced during vibratory compaction operations at the site may be significantly noticeable within 100 feet and may cause settlement distress of adjacent structures if not properly regulated. Therefore, provisions should be made to monitor these vibrations by Universal so that any necessary modifications in the compaction operations can be made in the field before potential damages occur. In addition, the conditions of the existing adjacent structures should be ascertained and documented prior to vibratory operations. Slight cosmetic damage (e.g. hairline cracks in stucco, plaster, or masonry) may occur in conjunction with compaction operations.

15.0 CLOSURE

The soil and groundwater conditions encountered during our subsurface exploration of the property and the results of the laboratory analysis indicate that standard methods of excavation, compaction and backfilling should adequately prepare the proposed roadway traverse at the subject site.

The geotechnical engineering design does not end with the advertisement of the construction documents. The design is an on-going process throughout construction. Because of our familiarity with the site conditions and the intent of the engineering design, we are most qualified to address site problems or construction changes, which may arise during construction, in a timely and cost effective manner.

We recommend the owner retain the Universal Rockledge office to provide inspection services during the site preparation procedures for confirmation of the adequacy of the earthwork operations. Field tests and observations include verification of pavement subgrades by monitoring proof-rolling operations and performing quality assurance tests of the placement of compacted structural fill courses.

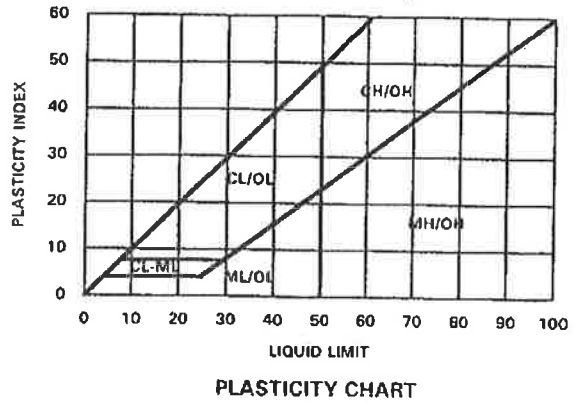
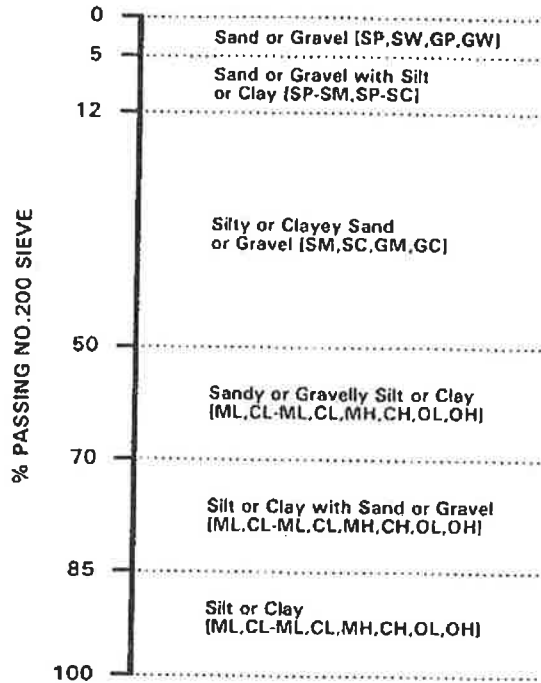


KEY TO BORING LOGS

SOIL CLASSIFICATION CHART*



**UNIVERSAL
ENGINEERING
SCIENCES, INC.**



GROUP NAME AND SYMBOL

COARSE GRAINED SOILS

	WELL-GRADED SANDS [SW]		WELL-GRADED GRAVELS [GW]
	POORLY-GRADED SANDS [SP]		POORLY-GRADED GRAVELS [GP]
	POORLY-GRADED SANDS WITH SILT [SP-SM]		POORLY-GRADED GRAVELS WITH SILT [GP-GM]
	POORLY-GRADED SANDS WITH CLAY [SP-SC]		POORLY-GRADED GRAVELS WITH CLAY [GP-GC]
	SILTY SANDS [SM]		SILTY GRAVELS [GM]
	CLAYEY SANDS [SC]		CLAYEY GRAVELS [GC]
	SILTY CLAYEY SANDS [SC-SM]		

FINE GRAINED SOILS

	INORGANIC SILTS SLIGHT PLASTICITY [ML]
	INORGANIC SILTY CLAY LOW PLASTICITY [CL-ML]
	INORGANIC CLAYS LOW TO MEDIUM PLASTICITY [CL]
	INORGANIC SILTS HIGH PLASTICITY [MH]
	INORGANIC CLAYS HIGH PLASTICITY [CH]

HIGHLY ORGANIC SOILS

	ORGANIC SILTS/CLAYS LOW PLASTICITY [OL]**
	ORGANIC SILTS/CLAYS MEDIUM TO HIGH PLASTICITY [OH]**
	PEAT, HUMUS, SWAMP SOILS WITH HIGH ORGANIC CONTENTS [PT]**

RELATIVE DENSITY (SAND AND GRAVEL)

VERY LOOSE - 0 to 4 Blows/ft.
 LOOSE - 5 to 10 Blows/ft.
 MEDIUM DENSE - 11 to 30 Blows/ft.
 DENSE - 31 to 50 Blows/ft.
 VERY DENSE - more than 50 Blows/ft.

CONSISTENCY (SILT AND CLAY)

VERY SOFT - 0 to 2 Blows/ft.
 SOFT - 3 to 4 Blows/ft.
 FIRM - 5 to 8 Blows/ft.
 STIFF - 9 to 16 Blows/ft.
 VERY STIFF - 17 to 30 Blows/ft.
 HARD - more than 30 Blows/ft.

* IN ACCORDANCE WITH ASTM D 2487 - UNIFIED SOIL CLASSIFICATION SYSTEM.

** LOCALLY MAY BE KNOWN AS MUCK.



UNIVERSAL ENGINEERING SCIENCES BORING LOG

PROJECT NO.: 31001-082-01

REPORT NO.: 64764

APPENDIX: A

PROJECT: WICKHAM ROAD EXTENSION
WEST OF LAKE ANDREWS
VIERA, FLORIDA

BORING DESIGNATION: **B1**
SECTION: 8 & 9 TOWNSHIP: 28 SOUTH

SHEET: **1 of 1**
RANGE: 37 EAST

CLIENT: THE VIERA COMPANY
LOCATION: SEE EXPLORATION LOCATION PLAN
REMARKS:

G.S. ELEVATION (ft): DATE STARTED: 8/14/02
WATER TABLE (ft): 2.1 DATE FINISHED: 8/14/02
DATE OF READING: 8/16/2002 DRILLED BY: RANDY
EST. W.S.W.T. (ft): 1.6 TYPE OF SAMPLING: ASTM D 1586

DEPTH (FT.)	SAMPLE	BLOWS PER 6" INCREMENT	N-VALUE	W.T.	SYMBOL	WELL DIAGRAM	DESCRIPTION	-200 (%)	MC (%)	K (IN./HR.)	ORG. CONT. (%)
0							fine SAND with silt, roots & rock, gray, loose, moist, (topsoil) [SP-SM]				
		7-8-11	8*				fine SAND, brown, loose, moist, [SP] --wet				
		11-14-15	14*				--medium dense				
		11-16-20	16*				fine SAND with clay, gray, medium dense, wet, [SP-SC]				
5		4-8-7	13								
		5-5-5	10				--loose				
		5-5-6	11				--medium dense				
							fine to medium SAND (broken shell), with clay, gray, loose, wet, [SP-SC]				
10		4-5-4	9								
							BORING TERMINATED AT 10' * DYNAMIC CONE PENETROMETER (DCP) VALUES				

STANDBLOG



UNIVERSAL ENGINEERING SCIENCES BORING LOG

PROJECT NO.:	31001-082-01
REPORT NO.:	54754
APPENDIX:	A

PROJECT: WICKHAM ROAD EXTENSION
WEST OF LAKE ANDREWS
VIERA, FLORIDA

BORING DESIGNATION: **B2**
SECTION: 8 & 9 TOWNSHIP: 28 SOUTH

SHEET: **1 of 1**
RANGE: 37 EAST

CLIENT: THE VIERA COMPANY
LOCATION: SEE EXPLORATION LOCATION PLAN
REMARKS:

G.S. ELEVATION (ft):
WATER TABLE (ft): 2.2
DATE OF READING: 8/16/2002
EST. W.S.W.T. (ft): 1.7

DATE STARTED: 8/14/02
DATE FINISHED: 8/14/02
DRILLED BY: RANDY
TYPE OF SAMPLING: ASTM D 1686

DEPTH (FT.)	SAMPLE	BLOWS PER 6" INCREMENT	N-VALUE	W.T.	SYMBOL	WELL DIAGRAM	DESCRIPTION	-200 (%)	MC (%)	K (IN./HR.)	ORG. CONT. (%)	
0							fine SAND with silt & roots, gray, loose, moist, (topsoil) [SP-SM]					
				▽			fine SAND with clay, gray, loose, moist, [SP-SC]					
		8-8-13	8*	▽			--wet					
		4-6-9	6*									
		13-16-20	16*				--medium dense					
5												
		5-5-5	10				-loose					
		3-4-5	9									
		3-3-3	6									
10		3-4-3	7									
BORING TERMINATED AT 10'												
* DYNAMIC CONE PENETROMETER (DCP) VALUES												

STANDLOG



UNIVERSAL ENGINEERING SCIENCES BORING LOG

PROJECT NO.: 31001-082-01

REPORT NO.: 54754

APPENDIX: A

PROJECT: WICKHAM ROAD EXTENSION
WEST OF LAKE ANDREWS
VIERA, FLORIDA

BORING DESIGNATION: **B3**
SECTION: 8 & 9 TOWNSHIP: 28 SOUTH

SHEET: **1 of 1**
RANGE: 37 EAST

CLIENT: THE VIERA COMPANY
LOCATION: SEE EXPLORATION LOCATION PLAN
REMARKS:

G.S. ELEVATION (ft):
WATER TABLE (ft): 2.0
DATE OF READING: 8/18/2002
EST. W.S.W.T. (ft): 1.5
DATE STARTED: 8/14/02
DATE FINISHED: 8/14/02
DRILLED BY: RANDY
TYPE OF SAMPLING: ASTM D 1686

DEPTH (FT.)	SAMPLE	BLOWS PER 8" INCREMENT	N-VALUE	W.T.	SYMBOL	WELL DIAGRAM	DESCRIPTION	-200 (%)	MC (%)	K (IN./HR.)	ORG. CONT. (%)
0							fine SAND, brown, loose, moist, [SP]				
		5-5-5	5*	▽			--wet				
		6-8-13	8*				fine SAND with clay, brown, medium dense, wet, [SP-SC]				
		11-11-15	11*				fine SAND, grey, medium dense, wet, [SP]				
5		6-8-6	14								
		4-4-4	8				--loose fine SAND with clay, gray, loose, wet, [SP-SC]				
		4-3-4	7								
10		2-3-3	6								
							BORING TERMINATED AT 10' * DYNAMIC CONE PENETROMETER (DCP) VALUES				

STANDLOG



UNIVERSAL ENGINEERING SCIENCES BORING LOG

PROJECT NO.: 31001-082-01

REPORT NO.: 54754

APPENDIX: A

PROJECT: WICKHAM ROAD EXTENSION
WEST OF LAKE ANDREWS
VIERA, FLORIDA

BORING DESIGNATION: **B4**
SECTION: 8 & 9 TOWNSHIP: 28 SOUTH

SHEET: **1 of 1**
RANGE: 37 EAST

CLIENT: THE VIERA COMPANY
LOCATION: SEE EXPLORATION LOCATION PLAN
REMARKS:

G.S. ELEVATION (ft):
WATER TABLE (ft): 1.9
DATE OF READING: 8/16/2002
EST. W.S.W.T. (ft): 1.4
DATE STARTED: 8/14/02
DATE FINISHED: 8/14/02
DRILLED BY: RANDY
TYPE OF SAMPLING: ASTM D 1586

DEPTH (FT.)	SAMPLE	BLOWS PER 6" INCREMENT	N-VALUE	W.T.	SYMBOL	WELL DIAGRAM	DESCRIPTION	-200 (%)	MC (%)	K (IN./HR.)	ORG. CONT. (%)
0							fine SAND with silt, gray, loose, moist, (topsoil) [SP-SM]				
							fine SAND, brown, loose, moist, [SP]				
		8-10-12	10*				--wet				
		10-16-26	18*				--medium dense				
		12-17-27	17				fine SAND with clay, gray, medium dense, wet, [SP-SC]				
5											
		4-8-9	17								
		4-5-7	12								
		3-4-4	8				--loose				
10		3-3-4	7								
							BORING TERMINATED AT 10'				
							* DYNAMIC CONE PENETROMETER (DCP) VALUES				

STANDLOG



UNIVERSAL ENGINEERING SCIENCES BORING LOG

PROJECT NO.: 31001-082-01

REPORT NO.: 64764

APPENDIX: A

PROJECT: WICKHAM ROAD EXTENSION
WEST OF LAKE ANDREWS
VIERA, FLORIDA

BORING DESIGNATION: **B5**
SECTION: 8 & 9 TOWNSHIP: 28 SOUTH

SHEET: **1 of 1**
RANGE: 37 EAST

CLIENT: THE VIERA COMPANY
LOCATION: SEE EXPLORATION LOCATION PLAN
REMARKS:

G.S. ELEVATION (ft):
WATER TABLE (ft): 1.8
DATE OF READING: 8/16/2002
EST. W.S.W.T. (ft): 1.3
DATE STARTED: 8/14/02
DATE FINISHED: 8/14/02
DRILLED BY: RANDY
TYPE OF SAMPLING: ASTM D 1586

DEPTH (FT.)	SAMPLE	BLOWS PER 6" INCREMENT	N-VALUE	W.T.	SYMBOL	WELL DIAGRAM	DESCRIPTION	-200 (%)	MC (%)	K (INJ HR.)	ORG. CONT. (%)
0							fine SAND, brown, trace of roots & rocks, very loose, moist, [SP]				
		3-3-4	3'	▽			-wet	1.8			
		4-6-10	6'				-loose fine SAND with clay, gray, loose, wet, [SP-SC]				
		6-7-9	7'								
5		5-6-8	14				-medium dense				
		5-5-8	11								
		2-4-5	9				-loose				
10		3-3-4	7				BORING TERMINATED AT 10' * DYNAMIC CONE PENETROMETER (DCP) VALUES				

STAND LOG



UNIVERSAL ENGINEERING SCIENCES BORING LOG

PROJECT NO.: 31001-082-01

REPORT NO.: 54754

APPENDIX: A

PROJECT: WICKHAM ROAD EXTENSION
WEST OF LAKE ANDREWS
VIERA, FLORIDA

BORING DESIGNATION: **B6**
SECTION: 8 & 9 TOWNSHIP: 28 SOUTH

SHEET: **1 of 1**
RANGE: 37 EAST

CLIENT: THE VIERA COMPANY
LOCATION: SEE EXPLORATION LOCATION PLAN
REMARKS:

G.S. ELEVATION (ft):
WATER TABLE (ft): 2.3
DATE OF READING: 8/16/2002
EST. W.S.W.T. (ft): 1.8
DATE STARTED: 8/14/02
DATE FINISHED: 8/14/02
DRILLED BY: RANDY
TYPE OF SAMPLING: ASTM D 1686

DEPTH (FT.)	SAMPLE	BLOWS PER 6" INCREMENT	N-VALUE	W.T.	SYMBOL	WELL DIAGRAM	DESCRIPTION	-200 (%)	MC (%)	K (IN./HR.)	ORG. CONT. (%)
0							fine SAND, brown, loose, moist, [SP]				
3-5-7		5*		▽			--wet				
7-10-13		10*		▽							
9-12-16		12*					--medium dense fine SAND with clay, gray, medium dense, wet, [SP-SC]				
5											
5-7-7		14									
7-6-6		12									
3-4-4		8					--loose				
10		3-3-3	8					5.7			
BORING TERMINATED AT 10'											
* DYNAMIC CONE PENETROMETER (DCP) VALUES											

STANDLOG



UNIVERSAL ENGINEERING SCIENCES BORING LOG

PROJECT NO.: 31001-082-01

REPORT NO.: 54754

APPENDIX: A

PROJECT: WICKHAM ROAD EXTENSION
WEST OF LAKE ANDREWS
VIERA, FLORIDA

BORING DESIGNATION: **B7**
SECTION: 8 & 9 TOWNSHIP: 28 SOUTH

SHEET: **1 of 1**
RANGE: 37 EAST

CLIENT: THE VIERA COMPANY
LOCATION: SEE EXPLORATION LOCATION PLAN
REMARKS:

G.S. ELEVATION (ft): DATE STARTED: 8/14/02
WATER TABLE (ft): 2.1 DATE FINISHED: 8/14/02
DATE OF READING: 8/16/2002 DRILLED BY: RANDY
EST. W.S.W.T. (ft): 1.6 TYPE OF SAMPLING: ASTM D 1686

DEPTH (FT.)	SAMPLE	BLOWS PER 6" INCREMENT	N-VALUE	W.T.	SYMBOL	WELL DIAGRAM	DESCRIPTION	-200 (%)	MC (%)	K (IN./HR.)	ORG. CONT. (%)
0							fine SAND with silt & roots, gray, loose, moist, (topsoil) [SP-SM]				
		6-6-8	6*	▽			fine SAND, brown, loose, moist, [SP] -wet				
		10-10-12	10*	▽							
		9-11-13	11*				-medium dense				
5		7-8-9	17				fine SAND with clay, gray, loose, wet, [SP-SC]				
		4-5-5	10								
		2-3-4	7								
10		3-3-3	6				BORING TERMINATED AT 10' * DYNAMIC CONE PENETROMETER (DCP) VALUES				

STANDLOG



UNIVERSAL ENGINEERING SCIENCES BORING LOG

PROJECT NO.:	31001-082-01
REPORT NO.:	54754
APPENDIX:	A

PROJECT: WICKHAM ROAD EXTENSION
WEST OF LAKE ANDREWS
VIERA, FLORIDA

BORING DESIGNATION: B8
SECTION: 8 & 9 **TOWNSHIP:** 28 SOUTH

SHEET: 1 of 1
RANGE: 37 EAST

CLIENT: THE VIERA COMPANY
LOCATION: SEE EXPLORATION LOCATION PLAN
REMARKS:

G.S. ELEVATION (ft): **DATE STARTED:** 8/14/02
WATER TABLE (ft): 2.2 **DATE FINISHED:** 8/14/02
DATE OF READING: 8/16/2002 **DRILLED BY:** RANDY
EST. W.S.W.T. (ft): 1.7 **TYPE OF SAMPLING:** ASTM D 1586

DEPTH (FT.)	SAMPLE	BLOWS PER 6" INCREMENT	N-VALUE	W.T.	SYMBOL	WELL DIAGRAM	DESCRIPTION	-200 (%)	MC (%)	K (IN/HR.)	ORG. CONT. (%)
0							fine SAND with silt & roots, gray, medium dense, moist, (topsoil) [SP-SM]				
		6-11-13	11'	▽			fine SAND, brown, medium dense, moist, [SP]				
		13-15-17	15'	▽			--wet	1.4			
		15-18-20	18'				fine SAND with clay, gray, medium dense, wet, [SP-SC]				
5		3-5-7	12								
		3-4-4	8				--loose	6.1			
		2-3-4	7								
		2-4-5	9				fine to medium SAND (broken shell), with clay, grey, loose, wet, [SP-SC]				
10							BORING TERMINATED AT 10' * DYNAMIC CONE PENETROMETER (DCP) VALUES				

STANDLOG



UNIVERSAL ENGINEERING SCIENCES BORING LOG

PROJECT NO.: 31001-082-01

REPORT NO.: 64764

APPENDIX: A

PROJECT: WICKHAM ROAD EXTENSION
WEST OF LAKE ANDREWS
VIERA, FLORIDA

BORING DESIGNATION: **B9**
SECTION: 8 & 9 TOWNSHIP: 28 SOUTH

SHEET: **1 of 1**
RANGE: 37 EAST

CLIENT: THE VIERA COMPANY
LOCATION: SEE EXPLORATION LOCATION PLAN
REMARKS:

G.S. ELEVATION (ft):
WATER TABLE (ft): 2.1
DATE OF READING: 8/16/2002
EST. W.S.W.T. (ft): 1.6
DATE STARTED: 8/14/02
DATE FINISHED: 8/14/02
DRILLED BY: RANDY
TYPE OF SAMPLING: ASTM D 1586

DEPTH (FT.)	SAMPLE	BLOWS PER 6" INCREMENT	N-VALUE	W.T.	SYMBOL	WELL DIAGRAM	DESCRIPTION	-200 (%)	MC (%)	K (IN./HR.)	ORG. CONT. (%)
0							fine SAND, brown, loose, moist, [SP]				
		5-9-11	9*	▽							
		10-12-14	12*				-medium dense				
		12-15-19	15*								
5		5-5-5	10				fine SAND with clay, gray, loose, wet, [SP-SC]				
		2-2-3	5								
		2-3-3	6								
10		3-3-4	7				fine to medium SAND (broken shell), with clay, grey, loose, wet, [SP-SC]				
							BORING TERMINATED AT 10' * DYNAMIC CONE PENETROMETER (DCP) VALUES				

STANDLOG



UNIVERSAL ENGINEERING SCIENCES BORING LOG

PROJECT NO.: 31001-082-01

REPORT NO.: 64754

APPENDIX: A

PROJECT: WICKHAM ROAD EXTENSION
WEST OF LAKE ANDREWS
VIERA, FLORIDA

BORING DESIGNATION: **B10**
SECTION: 8 & 9 TOWNSHIP: 28 SOUTH

SHEET: **1 of 1**
RANGE: 37 EAST

CLIENT: THE VIERA COMPANY
LOCATION: SEE EXPLORATION LOCATION PLAN
REMARKS:

G.S. ELEVATION (ft): DATE STARTED: 8/14/02
WATER TABLE (ft): 2.6 DATE FINISHED: 8/14/02
DATE OF READING: 8/16/2002 DRILLED BY: RANDY
EST. W.S.W.T. (ft): 2.1 TYPE OF SAMPLING: ASTM D 1586

DEPTH (FT.)	SAMPLE	BLOWS PER 6" INCREMENT	N-VALUE	W.T.	SYMBOL	WELL DIAGRAM	DESCRIPTION	-200 (%)	MC (%)	X (IN./HR.)	ORG. CONT. (%)
0							fine SAND, grey, trace of roots, loose, moist, [SP]				
8-9-9		9*	9*	▽			fine SAND with clay, brown, loose, moist, [SP-SC]				
8-10-16		10*		▽			--wet				
9-12-17		12*					--medium dense fine SAND, grey, medium dense, wet, [SP]				
5											
7-14-15		29									
6-8-8		16					fine SAND with clay, gray, loose, wet, [SP-SC]				
4-5-5		10									
							fine to medium SAND (broken shell), with clay, grey, loose, wet, [SP-SC]				
10		2-3-5	8				BORING TERMINATED AT 10' * DYNAMIC CONE PENETROMETER (DCP) VALUES				

STANDLOG



UNIVERSAL ENGINEERING SCIENCES BORING LOG

PROJECT NO.: 31001-082-01

REPORT NO.: 54754

APPENDIX: A

PROJECT: WICKHAM ROAD EXTENSION
WEST OF LAKE ANDREWS
VIERA, FLORIDA

BORING DESIGNATION: **B11**
SECTION: 8 & 9 TOWNSHIP: 28 SOUTH

SHEET: **1 of 1**
RANGE: 37 EAST

CLIENT: THE VIERA COMPANY
LOCATION: SEE EXPLORATION LOCATION PLAN
REMARKS:

G.S. ELEVATION (ft):
WATER TABLE (ft): 1.5
DATE OF READING: 8/16/2002
EST. W.S.W.T. (ft): 1.0
DATE STARTED: 8/14/02
DATE FINISHED: 8/14/02
DRILLED BY: RANDY
TYPE OF SAMPLING: ASTM D 1586

DEPTH (FT.)	SAMPLE	BLOWS PER 6" INCREMENT	N-VALUE	W.T.	SYMBOL	WELL DIAGRAM	DESCRIPTION	-200 (%)	MC (%)	K (IN./HR.)	ORG. CONT. (%)
0							fine SAND, brown, loose, moist, [SP]				
				▽							
				▽			--wet				
		8-9-11	9*								
		14-16-18	16*				--medium dense				
							fine SAND with clay, gray, medium dense, wet, [SP-SC]				
		15-17-20	17*								
5											
		5-5-5	10				--loose				
		4-4-5	9								
		3-4-3	7								
							fine to medium SAND (broken shell), with clay, grey, loose, wet, [SP-SC]				
10		3-4-8	10								
							BORING TERMINATED AT 10' * DYNAMIC CONE PENETROMETER (DCP) VALUES				

STANDLOG



UNIVERSAL ENGINEERING SCIENCES BORING LOG

PROJECT NO.: 31001-082-01

REPORT NO.: 54764

APPENDIX: A

PROJECT: WICKHAM ROAD EXTENSION
WEST OF LAKE ANDREWS
VIERA, FLORIDA

BORING DESIGNATION: **B12**
SECTION: 8 & 9 TOWNSHIP: 28 SOUTH

SHEET: **1 of 1**
RANGE: 37 EAST

CLIENT: THE VIERA COMPANY
LOCATION: SEE EXPLORATION LOCATION PLAN
REMARKS:

G.S. ELEVATION (ft):
WATER TABLE (ft): 0.7
DATE OF READING: 8/16/2002
EST. W.S.W.T. (ft): 0.2
DATE STARTED: 8/14/02
DATE FINISHED: 8/14/02
DRILLED BY: RANDY
TYPE OF SAMPLING: ASTM D 1586

DEPTH (FT.)	SAMPLE	BLOWS PER 6" INCREMENT	N-VALUE	W.T.	SYMBOL	WELL DIAGRAM	DESCRIPTION	-200 (%)	MC (%)	K (IN./HR.)	ORG. CONT. (%)
0				▽			fine SAND, brown, trace of roots, loose, moist, [SP]				
				▽			-wet				
		8-9-9	9*					3.4			
		9-11-13	11*				-medium dense				
							fine SAND with clay, gray, medium dense, wet, [SP-SC]				
		12-13-15	13*								
5											
		5-6-8	14								
		5-5-6	11								
		3-3-4	7				-loose				
							fine to medium SAND (broken shell), with clay, grey, loose, wet, [SP-SC]				
10		2-3-4	7								
							BORING TERMINATED AT 10' * DYNAMIC CONE PENETROMETER (DCP) VALUES				

STANDLOG



UNIVERSAL ENGINEERING SCIENCES BORING LOG

PROJECT NO.: 31001-082-01

REPORT NO.: 64764

APPENDIX: A

PROJECT: WICKHAM ROAD EXTENSION
WEST OF LAKE ANDREWS
VIERA, FLORIDA

BORING DESIGNATION: **B13**
SECTION: 8 & 9 TOWNSHIP: 28 SOUTH

SHEET: **1 of 1**
RANGE: 37 EAST

CLIENT: THE VIERA COMPANY
LOCATION: SEE EXPLORATION LOCATION PLAN
REMARKS:

G.S. ELEVATION (ft): DATE STARTED: 8/16/02
WATER TABLE (ft): 0.8 DATE FINISHED: 8/16/02
DATE OF READING: 8/16/2002 DRILLED BY: RANDY
EST. W.S.W.T. (ft): 0.3 TYPE OF SAMPLING: ASTM D 1586

DEPTH (FT.)	SAMPLE	BLOWS PER 6" INCREMENT	N-VALUE	W.T.	SYMBOL	WELL DIAGRAM	DESCRIPTION	-200 (%)	MC (%)	K (IN./HR.)	ORG. CONT. (%)
0							fine SAND with silt & roots, gray, loose, moist, (topsoil) [SP-SM] --wet				
		8-8-18	8*				fine SAND, brown, loose, wet, [SP]				
		6-8-14	8*								
		6-9-15	9*				fine SAND with clay, gray, medium dense, wet, [SP-SC]				
5											
		3-8-11	17								
		4-6-8	14				fine SAND, grey, loose, wet, [SP]				
		5-5-5	10				fine SAND with clay, gray, loose, wet, [SP-SC]				
10		4-5-6	11				--medium dense				
							BORING TERMINATED AT 10' * DYNAMIC CONE PENETROMETER (DCP) VALUES				

STANDLOG



UNIVERSAL ENGINEERING SCIENCES BORING LOG

PROJECT NO.: 31001-082-01

REPORT NO.: 54764

APPENDIX: A

PROJECT: WICKHAM ROAD EXTENSION
WEST OF LAKE ANDREWS
VIERA, FLORIDA

BORING DESIGNATION: **B14**
SECTION: 8 & 9 TOWNSHIP: 28 SOUTH

SHEET: **1 of 1**
RANGE: 37 EAST

CLIENT: THE VIERA COMPANY

G.S. ELEVATION (ft):

DATE STARTED: 8/15/02

LOCATION: SEE EXPLORATION LOCATION PLAN

WATER TABLE (ft): 2.1

DATE FINISHED: 8/15/02

REMARKS:

DATE OF READING: 8/23/2002

DRILLED BY: RANDY

EST. W.S.W.T. (ft): 1.6

TYPE OF SAMPLING: ASTM D 1586

DEPTH (FT.)	SAMPLE	BLOWS PER 6" INCREMENT	N-VALUE	W.T.	SYMBOL	WELL DIAGRAM	DESCRIPTION	-200 (%)	MC (%)	K (IN./HR.)	ORG. CONT. (%)
0							fine SAND, brown, loose, moist, [SP]				
		6-6-8	6*	▽			--wet	4.4			
		7-8-11	8								
		8-9-13	9*								
5		4-5-6	11				--medium dense				
		3-4-6	10				--loose				
		4-6-7	13				fine to medlum SAND (broken shell), with clay, grey, medium dense, wet, [SP-SC]				
10		6-9-9	18				BORING TERMINATED AT 10' * DYNAMIC CONE PENETROMETER (DCP) VALUES				

STANDLOG



UNIVERSAL ENGINEERING SCIENCES BORING LOG

PROJECT NO.: 31001-082-01

REPORT NO.: 54754

APPENDIX: A

PROJECT: WICKHAM ROAD EXTENSION
WEST OF LAKE ANDREWS
VIERA, FLORIDA

BORING DESIGNATION: **B15**
SECTION: 8 & 9 TOWNSHIP: 28 SOUTH

SHEET: **1 of 1**
RANGE: 37 EAST

CLIENT: THE VIERA COMPANY
LOCATION: SEE EXPLORATION LOCATION PLAN
REMARKS:

G.S. ELEVATION (ft):
WATER TABLE (ft): 2.7
DATE OF READING: 8/16/2002
EST. W.S.W.T. (ft): 2.2
DATE STARTED: 8/15/02
DATE FINISHED: 8/15/02
DRILLED BY: RANDY
TYPE OF SAMPLING: ASTM D 1586

DEPTH (FT.)	SAMPLE	BLOWS PER 8" INCREMENT	N-VALUE	W.T.	SYMBOL	WELL DIAGRAM	DESCRIPTION	-200 (%)	MC (%)	K (IN/HR.)	ORG. CONT. (%)
0							fine SAND with silt & roots, gray, loose, moist, (topsoil) [SP-SM]				
		6-8-13	8*	▽			fine SAND, brown, loose, moist, [SP]				
		7-11-13	11*	▽			-wet -medium dense				
		9-13-16	13*								
5		6-8-11	19								
		5-6-8	14				fine SAND with clay, gray, medium dense, wet, [SP-SC]				
		4-5-7	12				fine to medium SAND (broken shell), with clay, grey, medium dense, wet, [SP-SC]				
		7-7-7	14				fine SAND with silt, dark brown, medium dense, wet, [SP-SM]				
10							BORING TERMINATED AT 10' * DYNAMIC CONE PENETROMETER (DCP) VALUES				

STANDLOG



UNIVERSAL ENGINEERING SCIENCES BORING LOG

PROJECT NO.:	31001-082-01
REPORT NO.:	54764
APPENDIX:	A

PROJECT: WICKHAM ROAD EXTENSION
WEST OF LAKE ANDREWS
VIERA, FLORIDA

BORING DESIGNATION: B16
SECTION: 8 & 9 TOWNSHIP: 28 SOUTH

SHEET: 1 of 1
RANGE: 37 EAST

CLIENT: THE VIERA COMPANY
LOCATION: SEE EXPLORATION LOCATION PLAN
REMARKS:

G.S. ELEVATION (ft): **DATE STARTED:** 8/15/02
WATER TABLE (ft): 2.4 **DATE FINISHED:** 8/15/02
DATE OF READING: 8/23/2002 **DRILLED BY:** RANDY
EST. W.S.W.T. (ft): 1.9 **TYPE OF SAMPLING:** ASTM D 1688

DEPTH (FT.)	SAMPLE	BLOWS PER 6" INCREMENT	N-VALUE	W.T.	SYMBOL	WELL DIAGRAM	DESCRIPTION	-200 (%)	MC (%)	K (IN./HR.)	ORG. CONT. (%)
0							fine SAND with silt & roots, gray, loose, moist, (topsoil) [SP-SM]				
							fine SAND, brown, loose, moist, [SP]				
		5-7-14	7*	▽			-wet				
		7-9-17	9*	▽							
		8-11-16	11*				fine SAND with clay, brown, medium dense, wet, [SP-SC]				
							fine SAND, brown, medium dense, wet, [SP]				
5		5-8-12	20								
		5-8-12	20				fine SAND with clay, gray, medium dense, wet, [SP-SC]				
		5-8-8	12								
		4-6-11	17				fine SAND with silt, dark brown, medium dense, wet, [SP-SM]				
10							BORING TERMINATED AT 10' * DYNAMIC CONE PENETROMETER (DCP) VALUES				

STANDLOG



UNIVERSAL ENGINEERING SCIENCES BORING LOG

PROJECT NO.: 31001-082-01

REPORT NO.: 54754

APPENDIX: A

PROJECT: WICKHAM ROAD EXTENSION
WEST OF LAKE ANDREWS
VIERA, FLORIDA

BORING DESIGNATION: **B17**
SECTION: 8 & 9 TOWNSHIP: 28 SOUTH

SHEET: **1 of 1**
RANGE: 37 EAST

CLIENT: THE VIERA COMPANY
LOCATION: SEE EXPLORATION LOCATION PLAN
REMARKS:

G.S. ELEVATION (ft):
WATER TABLE (ft): 2.9
DATE OF READING: 8/23/2002
EST. W.S.W.T. (ft): 2.4
DATE STARTED: 8/22/02
DATE FINISHED: 8/22/02
DRILLED BY: RANDY
TYPE OF SAMPLING: ASTM D 1586

DEPTH (FT.)	SAMPLE	BLOWS PER 6" INCREMENT	N-VALUE	W.T.	SYMBOL	WELL DIAGRAM	DESCRIPTION	-200 (%)	MC (%)	K (IN./HR.)	ORG. CONT. (%)
0							fine SAND with silt, gray, trace of roots, moist, (topsoil) [SP-SM]				
							fine SAND, brown, moist, [SP]				
				▽ ▽			--wet				
5		3-9-11	20				--medium dense				
		4-6-7	13				fine SAND with clay, gray, medium dense, wet, [SP-SC]				
		3-4-6	10				--loose				
		4-5-9	14				fine to medium SAND (broken shell) with clay, brown, medium dense, wet, [SP-SC]				
10							BORING TERMINATED AT 10'				

STANDLOG



UNIVERSAL ENGINEERING SCIENCES BORING LOG

PROJECT NO.: 31001-082-01

REPORT NO.: 54754

APPENDIX: A

PROJECT: WICKHAM ROAD EXTENSION
WEST OF LAKE ANDREWS
VIERA, FLORIDA

BORING DESIGNATION: **B18**
SECTION: 8 & 9 TOWNSHIP: 28 SOUTH

SHEET: **1 of 1**
RANGE: 37 EAST

CLIENT: THE VIERA COMPANY
LOCATION: SEE EXPLORATION LOCATION PLAN
REMARKS:

G.S. ELEVATION (ft):
WATER TABLE (ft): 3.9
DATE OF READING: 8/23/2002
EST. W.S.W.T. (ft): 3.4
DATE STARTED: 8/22/02
DATE FINISHED: 8/22/02
DRILLED BY: RANDY
TYPE OF SAMPLING: ASTM D 1586

DEPTH (FT.)	SAMPLE	BLOWS PER 6" INCREMENT	N-VALUE	W.T.	SYMBOL	WELL DIAGRAM	DESCRIPTION	-200 (%)	MC (%)	K (IN./HR.)	ORG. CONT. (%)
0							fine SAND with silt, gray, trace of roots, moist, (topsoil) [SP-SM]				
							fine SAND with clay, brown, moist, [SP-SC]				
				▽			fine SAND, brown, medium dense, moist, [SP]				
				▽			-wet				
5		5-5-6	11				fine SAND with clay, gray, medium dense, wet, [SP-SC]				
		3-3-4	7				-loose				
		3-3-3	6								
10		3-4-5	9								
							BORING TERMINATED AT 10'				

STANDLOG



UNIVERSAL ENGINEERING SCIENCES BORING LOG

PROJECT NO.: 31001-082-01

REPORT NO.: 54754

APPENDIX: A

PROJECT: WICKHAM ROAD EXTENSION
WEST OF LAKE ANDREWS
VIERA, FLORIDA

BORING DESIGNATION: **B19**
SECTION: 8 & 9 TOWNSHIP: 28 SOUTH

SHEET: **1 of 1**
RANGE: 37 EAST

CLIENT: THE VIERA COMPANY
LOCATION: SEE EXPLORATION LOCATION PLAN
REMARKS:

G.S. ELEVATION (ft):
WATER TABLE (ft): 2.5
DATE OF READING: 8/23/2002
EST. W.S.W.T. (ft): 2.0
DATE STARTED: 8/22/02
DATE FINISHED: 8/22/02
DRILLED BY: RANDY
TYPE OF SAMPLING: ASTM D 1586

DEPTH (FT.)	SAMPLE	BLOWS PER 6" INCREMENT	N-VALUE	W.T.	SYMBOL	WELL DIAGRAM	DESCRIPTION	-200 (%)	MC (%)	K (IN./HR.)	ORG. CONT. (%)
0							fine SAND with silt, gray, trace of roots, moist, (topsoil) [SP-SM]				
							fine SAND, brown, moist, [SP]				
				▽			--wet				
				▽			fine SAND with clay, gray, medium dense, wet, [SP-SC]				
5		3-6-6	12								
		2-4-6	10				--loose				
		4-4-4	8								
10		2-3-4	7				fine to medium SAND (broken shell), with clay, grey, loose, wet, [SP-SC]				
							BORING TERMINATED AT 10'				

STANDLOG

FORM	
THE MERA COMPANY	DATE: 30 AUG 02
DRAWN BY: G.W.V.	CHECKED BY: B.F.
SCALE: 1" = 345'	CLIENT NO: 31001-002-01
REPORT NO: 54754	

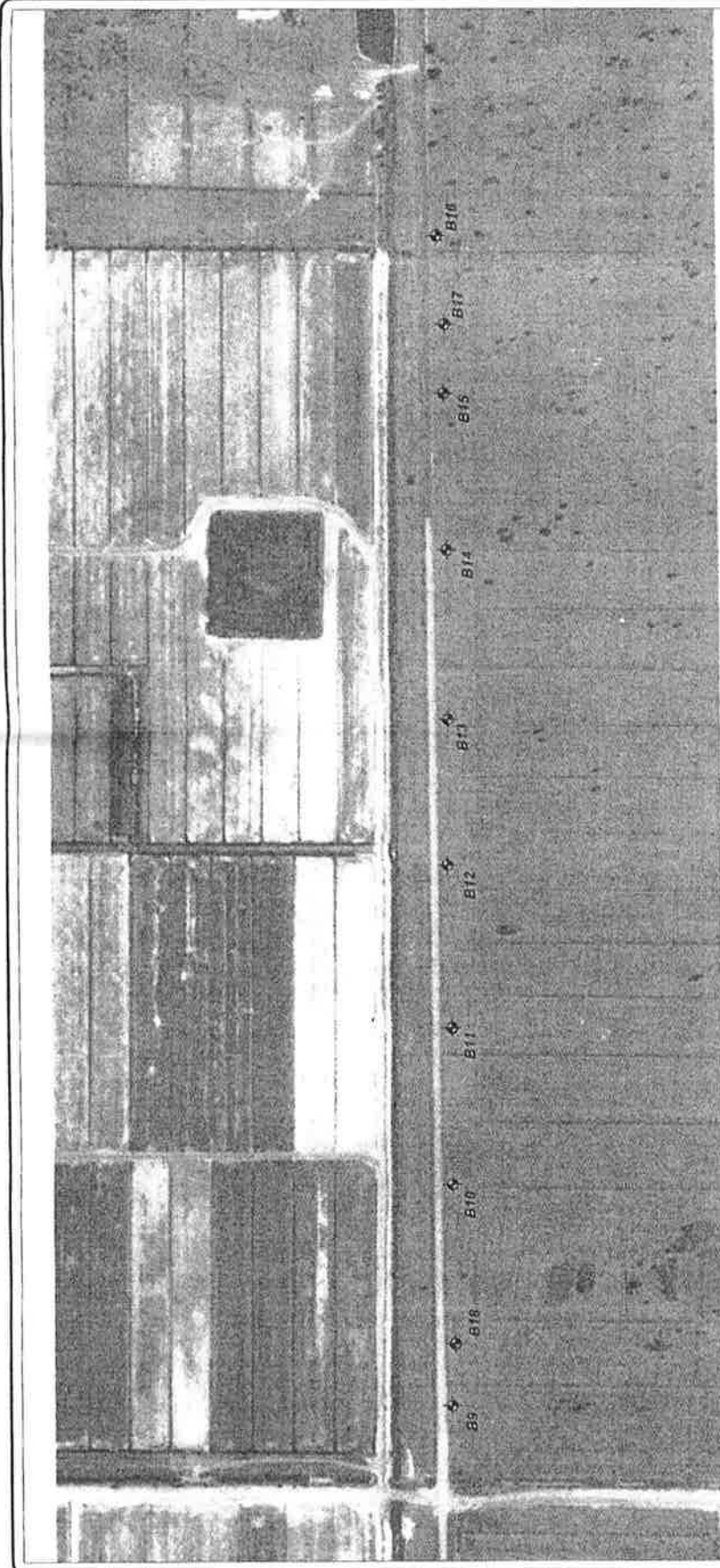
EXPLORATION LOCATION PLAN

WICKHAM ROAD EXTENSION
WEST OF LAKE ANDREWS
MERA, FLORIDA



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PAGE NO: FIGURE 3B

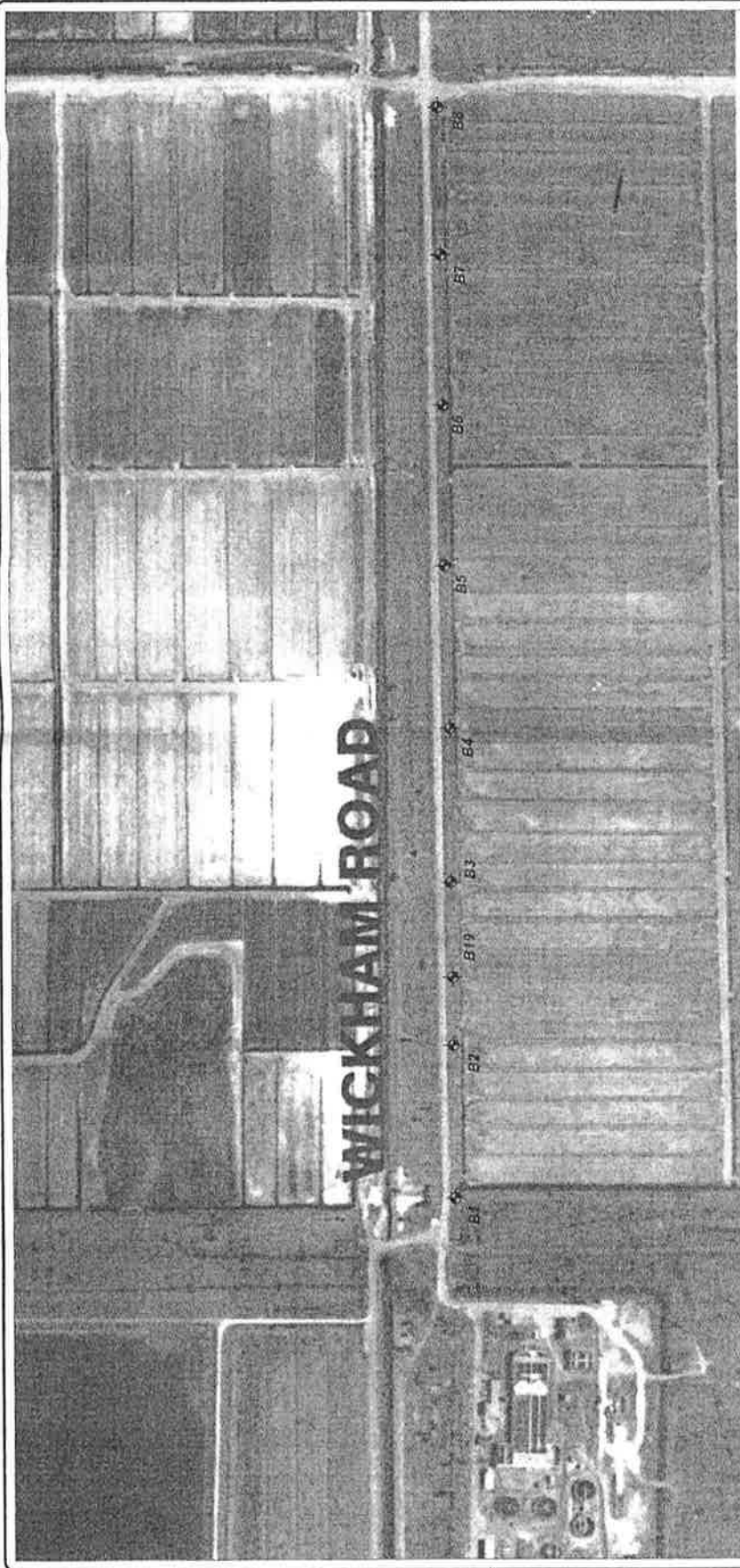


LEGEND

◆ STANDARD PENETRATION TEST BORING

- NOTES
- 1] BORINGS WERE PERFORMED ON AUGUST 14TH, 15TH & 22ND, 2002.
 - 2] EXPLORATION LOCATION PLAN IS BASED ON 2001 AERIAL PHOTOGRAPH.
 - 3] GROUNDWATER LEVEL MEASUREMENTS WERE TAKEN ON AUGUST 16TH & 23RD, 2002.

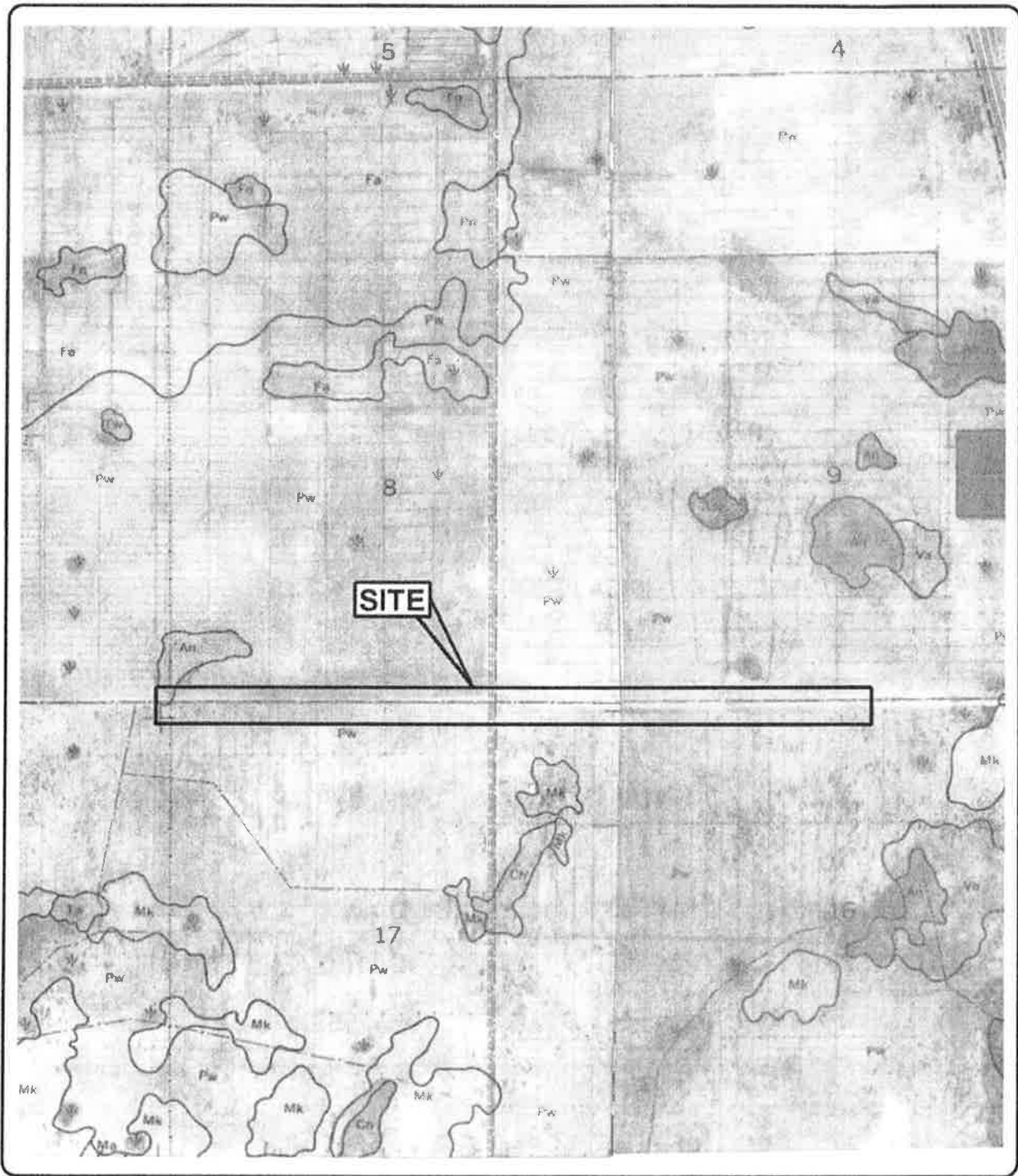
CLIENT NO: 31001-082-01 REPORT NO: 54754		SCALE: 1" = 345' ±	
CHECKED BY: B.F.		DATE: 30 AUG 02	
DRAWN BY: G.W.V.		DATE: 30 AUG 02	
FOR: THE VERA COMPANY		WICKHAM ROAD EXTENSION WEST OF LAKE ANDREWS VERA, FLORIDA	
EXPLORATION LOCATION PLAN		 UNIVERSAL ENGINEERING SCIENCES	
		PAGE NO: FIGURE 3A	



LEGEND

- ◆ STANDARD PENETRATION TEST BORING

- NOTES**
- 1] BORINGS WERE PERFORMED ON AUGUST 14TH, 15TH & 22ND, 2002.
 - 2] EXPLORATION LOCATION PLAN IS BASED ON 2001 AERIAL PHOTOGRAPH.
 - 3] GROUNDWATER LEVEL MEASUREMENTS WERE TAKEN ON AUGUST 16TH & 23RD, 2002.

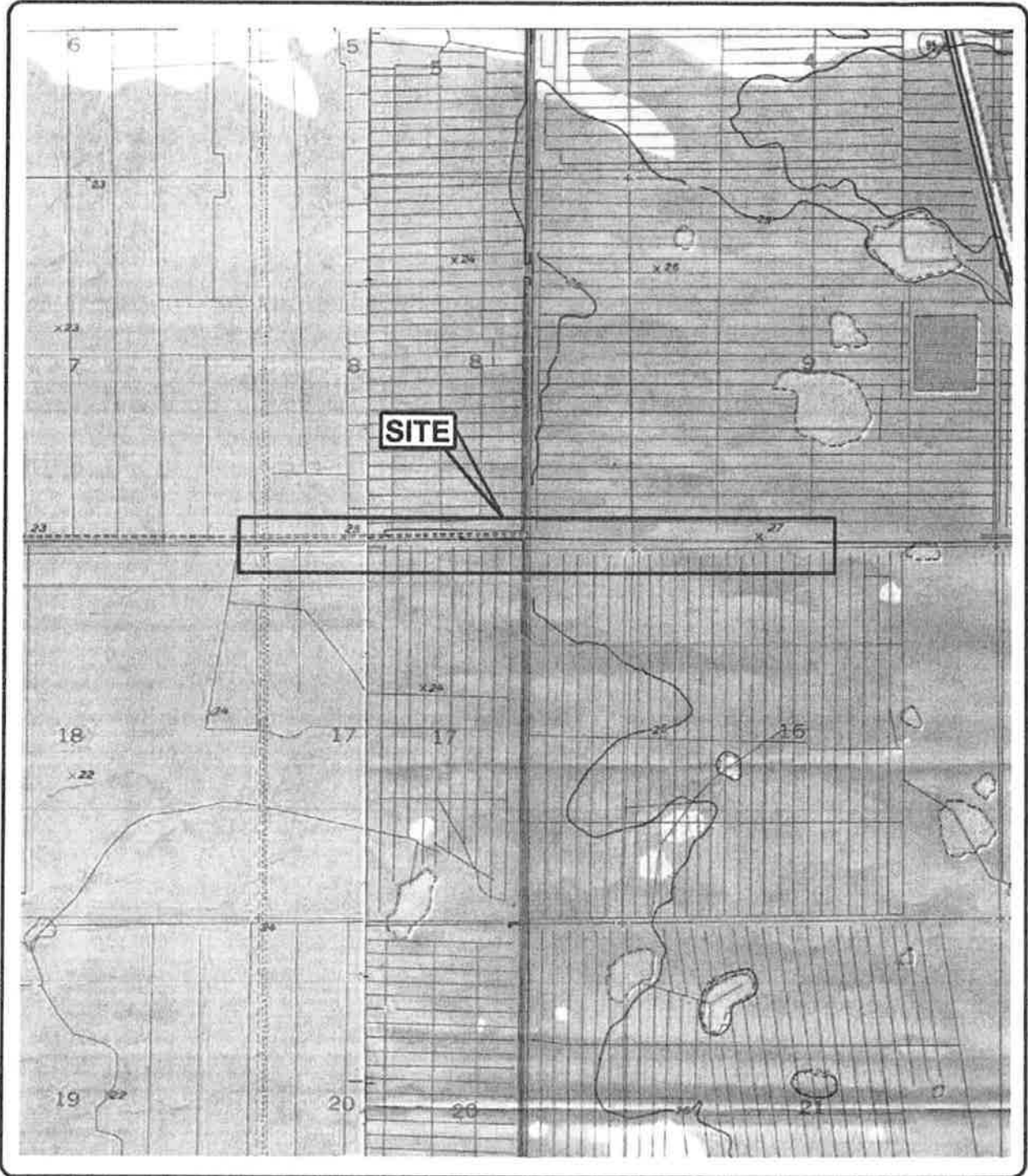


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ENGINEERING SCIENCES

WICKHAM ROAD EXTENSION
WEST OF LAKE ANDREWS
VIERA, FLORIDA

COUNTY SOIL SURVEY

DRAWN BY:	G.W.V.	DATE:	30 AUG 02	CHECKED BY:	B.F.	DATE:	30 AUG 02
SCALE:	1" = 1667'	ORDER NO.:	31001-082-01	REPORT NO.:	54754	PAGE NO.:	FIGURE 1



UNIVERSAL
ENGINEERING SCIENCES

WICKHAM ROAD EXTENSION
WEST OF LAKE ANDREWS
VIERA, FLORIDA

USGS TOPOGRAPHIC MAP

DRAWN BY: G.W.V.	DATE: 30 AUG 02	CHECKED BY: B.F.	DATE: 30 AUG 02
SCALE: 1" = 2000'	ORDER NO: 31001-082-01	REPORT NO: 54754	PAGE NO: FIGURE 2

Important Information About Your Geotechnical Engineering Report

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.

The following information is provided to help you manage your risks.

Geotechnical Services Are Performed for Specific Purposes, Persons, and Projects

Geotechnical engineers structure their services to meet the specific needs of their clients. A geotechnical engineering study conducted for a civil engineer may not fulfill the needs of a construction contractor or even another civil engineer. Because each geotechnical engineering study is unique; each geotechnical engineering report is uniquely prepared for the client. No one except you should rely on your geotechnical engineering report without first confiding with the geotechnical engineer who prepared it. And no one—not even you—should apply the report for any purpose or project except the one originally contemplated.

A Geotechnical Engineering Report is Based on A Unique Set of Project Specific Factors

Geotechnical engineers consider a number of unique project specific factors when establishing the scope of a study. Typical factors include: the client's goals, objectives, and risk management preferences; the general nature of the structure involved, its size, and configuration; the location of the structure on the site; and other planned or existing site improvements, such as access roads, parking lots, and underground utilities. Unless the geotechnical engineer who conducted the study specifically indicates otherwise, do not rely on a geotechnical engineering report that was:

- not prepared for you,
- not prepared for your project
- not prepared for the specific site explored, or
- completed before important project changes were made.

Typical changes that can erode the reliability of an existing geotechnical engineering report include those that affect:

- the function of the proposed structure as when it's changed from a parking garage to an office building; or from a light industrial plant to a refrigerated warehouse,

- elevation, configuration, location, orientation, or weight of the proposed structure,
- composition of the design team, or
- project ownership

As a general rule, always inform your geotechnical engineer of project changes—even minor ones—and request an assessment of their impact. Geotechnical engineers cannot accept responsibility or liability for problems that occur because their reports do not consider developments of when they were not informed.

Subsurface Conditions Can Change

A geotechnical engineering report is based on conditions that existed at the time the study was performed. Do not rely on a geotechnical engineering report whose adequacy may have been affected by the passage of time; by man-made events, such as construction on or adjacent to the site; or by natural events such as flood, earthquakes, or groundwater fluctuations. Always contact the geotechnical engineer before applying the report, to determine if it is still reliable. A minor amount of additional testing or analysis could prevent major problems.

Most Geotechnical Findings Are Professional Opinions

Site exploration identified subsurface conditions only at those points where subsurface tests are conducted or samples are taken. Geotechnical engineers review field and laboratory data and then apply their professional judgement to render an opinion about subsurface conditions throughout the site. Actual subsurface conditions may differ—sometimes significantly—from those indicated in your report. Retaining the geotechnical engineer who developed your report to provide construction observation is the most effective method of managing the risks associated with unanticipated conditions.

A Report's Recommendations Are Not Final

Do not over rely on the construction recommendations included

in your report. Those recommendations are not final, because geotechnical engineers develop them principally from judgement and opinion. Geotechnical engineers can finalize their recommendations only by observing actual subsurface conditions revealed during construction. The geotechnical engineer who developed your report cannot assume responsibility or liability for the report's recommendations if that engineer does not perform construction observation.

A Geotechnical Engineering Report is Subject to Misinterpretation

Other design team members' misinterpretation of geotechnical engineering reports has resulted in costly problems. Lower that risk by having your geotechnical engineer confer with appropriate members of the design team after submitting the report. Also, retain your geotechnical engineer to review pertinent elements of the design team's plans and specifications. Contractors can also misinterpret a geotechnical engineering report. Reduce that risk by having your geotechnical engineer participate in prebid and preconstruction conferences, and by providing construction observation.

Do Not Redraw the Engineer's Logs

Geotechnical engineers prepare final boring and testing logs based upon their interpretation of field logs and laboratory data. To prevent errors or omissions, the logs included in a geotechnical engineering report should never be redrawn for inclusion in architectural or other design drawings. Only photographic or electronic reproduction is acceptable, but recognize that separating logs from the report can elevate risk.

Give Contractors a Complete Report and Guidance

Some owners and design professionals mistakenly believe they can make contractors liable for unanticipated subsurface conditions by limiting what they provide for bid preparation. To help prevent costly problems, give contractors the complete geotechnical engineering report, but preface it with a clearly written letter of transmittal. In that letter, advise contractors that the report was not prepared for purposes of bid development and that the report's accuracy is limited;

encourage them to confer with the geotechnical engineer who prepared the report (a modest fee may be required) and/or conduct additional study to obtain the specific types of information they need or prefer. A prebid conference can also be valuable. Be sure contractors have sufficient time to perform additional study. Only then might you be in a position to give contractors the best information available to you, while requiring them to at least share some of the financial responsibilities stemming from unanticipated conditions.

Read Responsibility Provisions Closely

Some clients, design professionals, and contractors do not recognize that geotechnical engineering is far less exact than other engineering disciplines. This lack of understanding has created unrealistic expectations that have led to disappointments, claims, and disputes. To help reduce such risks, geotechnical engineers commonly include a variety of explanatory provisions in their reports. Sometimes labeled "limitations," many of these provisions indicate where geotechnical engineer's responsibilities begin and end, to help others recognize their own responsibilities and risks. Read these provisions closely. Ask questions. Your geotechnical engineer should respond fully and frankly.

Geoenvironmental Concerns Are Not Covered

The equipment, techniques, and personnel used to perform a geoenvironmental study differ significantly from those used to perform a geotechnical study. For that reason, a geotechnical engineering report does not usually relate any geoenvironmental findings, conclusions, or recommendations; e.g., about the likelihood of encountering underground storage tanks or regulated contaminants. Unanticipated environmental problems have led to numerous project failures. If you have not yet obtained your own geoenvironmental information, ask your geotechnical consultant for risk management guidance. Do not rely on an environmental report prepared for someone else.

Rely on Your Geotechnical Engineer for Additional Assistance

Membership in ASFE exposes geotechnical engineers to a wide array of risk management techniques that can be of genuine benefit for everyone involved with a construction project. Confer with your ASFE-member geotechnical engineer for more information.

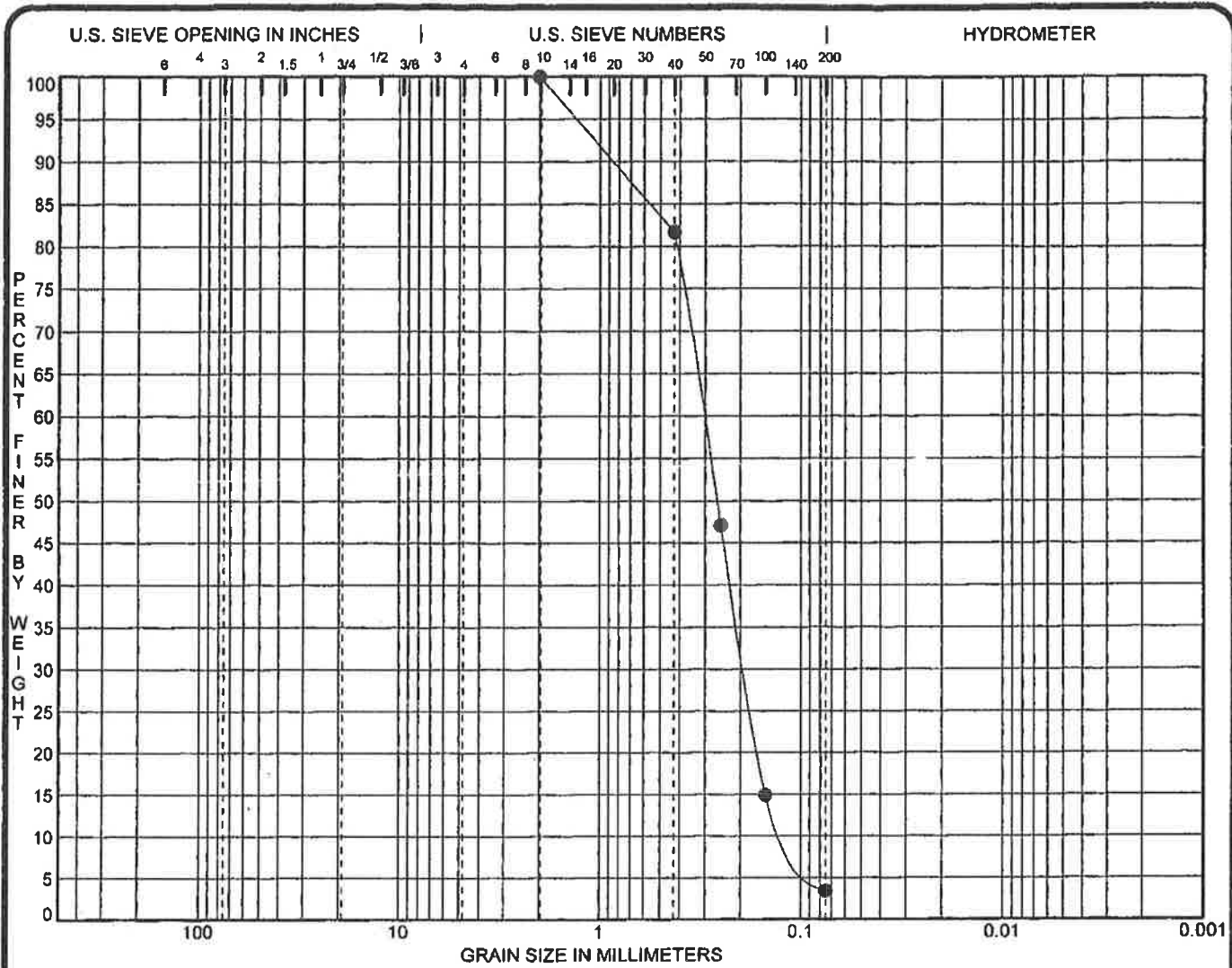
ASFE

PROFESSIONAL
FIRMS PRACTICING
IN THE GEOSCIENCES

8811 Colesville Road Suite G106 Silver Spring, MD 20910
Telephone: 301-565-2733 Facsimile: 301-589-2017
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IIGER06983.5M



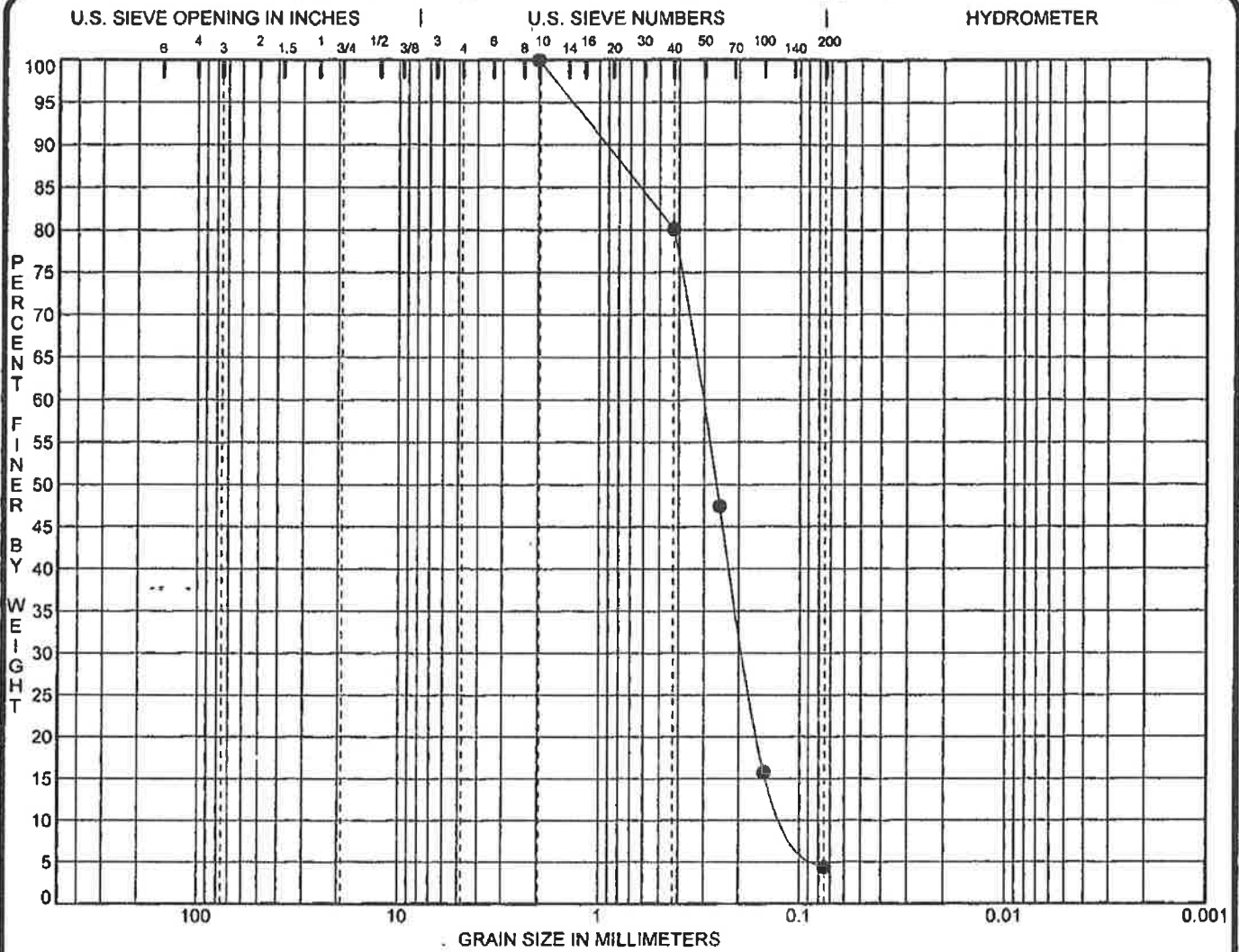
COBBLES	GRAVEL		SAND			SILT OR CLAY
	coarse	fine	coarse	medium	fine	

Specimen Identification	Classification	MC%	LL	PL	PI	Cc	Cu
● B12	fine SAND, brown, [SP]					1.07	2.7
SAMPLE 2							

Specimen Identification	D100	D60	D30	D10	%Gravel	%Sand	%Silt	%Clay
● B12	2.00	0.30	0.191	0.1116	0.0	96.6	3.4	

3/4"	3/8"	NO. 4	NO. 10	NO. 40	NO. 60	NO. 100	NO. 200
			100.0	81.7	47.1	14.9	3.4

<p>Client: THE VIERA COMPANY 7380 MURRELL ROAD, SUITE 201 VIERA FLORIDA 32940</p> <p>Project: WICKHAM ROAD EXTENSION WEST OF LAKE ANDREWS VIERA, FLORIDA</p>	<p>Client No: 31001-082-01</p> <p>Report No: 54754</p> <p>Date: 8/28/02</p>
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COBBLES	GRAVEL		SAND			SILT OR CLAY
	coarse	fine	coarse	medium	fine	

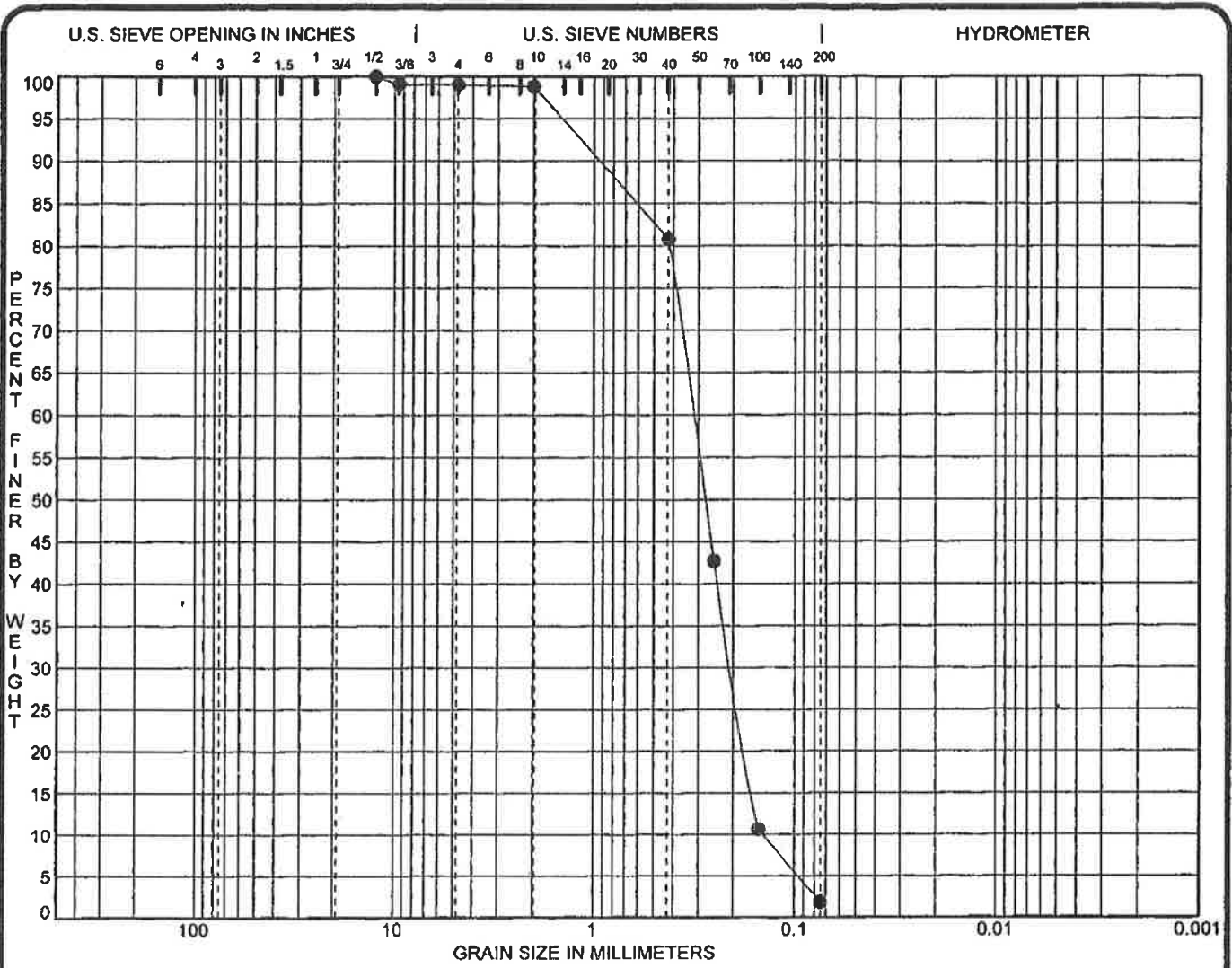
Specimen Identification	Classification				MC%	LL	PL	PI	Cc	Cu
● B14	fine SAND, brown, [SP]								1.10	2.9
SAMPLE 2										
Specimen Identification	D100	D60	D30	D10	%Gravel	%Sand	%Silt	%Clay		
● B14	2.00	0.31	0.189	0.1056	0.0	95.6	4.4			
3/4"	3/8"	NO. 4	NO. 10	NO. 40	NO. 60	NO. 100	NO. 200			
			100.0	80.1	47.4	15.7	4.4			

Client: THE VIERA COMPANY
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 VIERA FLORIDA 32940

Client No: 31001-082-01
 Report No: 54754
 Date: 8/28/02

Project: WICKHAM ROAD EXTENSION
 WEST OF LAKE ANDREWS
 VIERA, FLORIDA

SOIL GRADATION CURVES
 Universal Engineering Sciences, Inc.
 ROCKLEDGE, FLORIDA



COBBLES	GRAVEL		SAND			SILT OR CLAY
	coarse	fine	coarse	medium	fine	

Specimen Identification	Classification	MC%	LL	PL	PI	Cc	Cu
B5	fine SAND, brown, [SP]					0.92	2.2
SAMPLE 2							

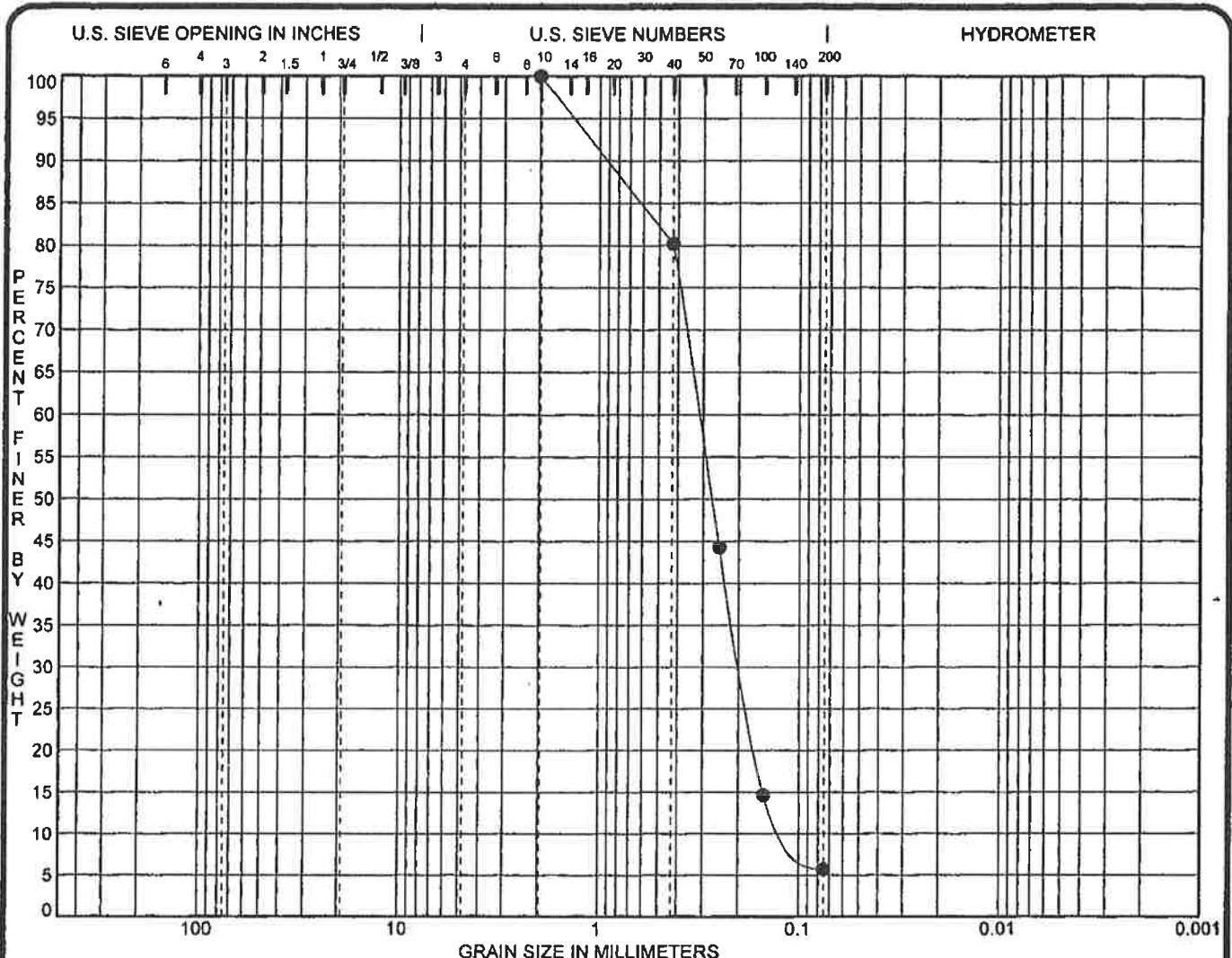
Specimen Identification	D100	D60	D30	D10	%Gravel	%Sand	%Silt	%Clay
B5	12.50	0.32	0.204	0.1425	1.0	97.2	1.8	

3/4"	3/8"	NO. 4	NO. 10	NO. 40	NO. 60	NO. 100	NO. 200
	99.1	99.0	98.8	80.8	42.7	10.7	1.8

Client: THE VIERA COMPANY
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Client No: 31001-082-01
 Report No: 54754
 Date: 8/28/02

Project: WICKHAM ROAD EXTENSION
 WEST OF LAKE ANDREWS
 VIERA, FLORIDA



COBBLES	GRAVEL		SAND			SILT OR CLAY
	coarse	fine	coarse	medium	fine	

Specimen Identification	Classification	MC%	LL	PL	PI	Cc	Cu
B6	fine SAND with clay, gray, [SP-SC]					1.16	3.0
SAMPLE 8							

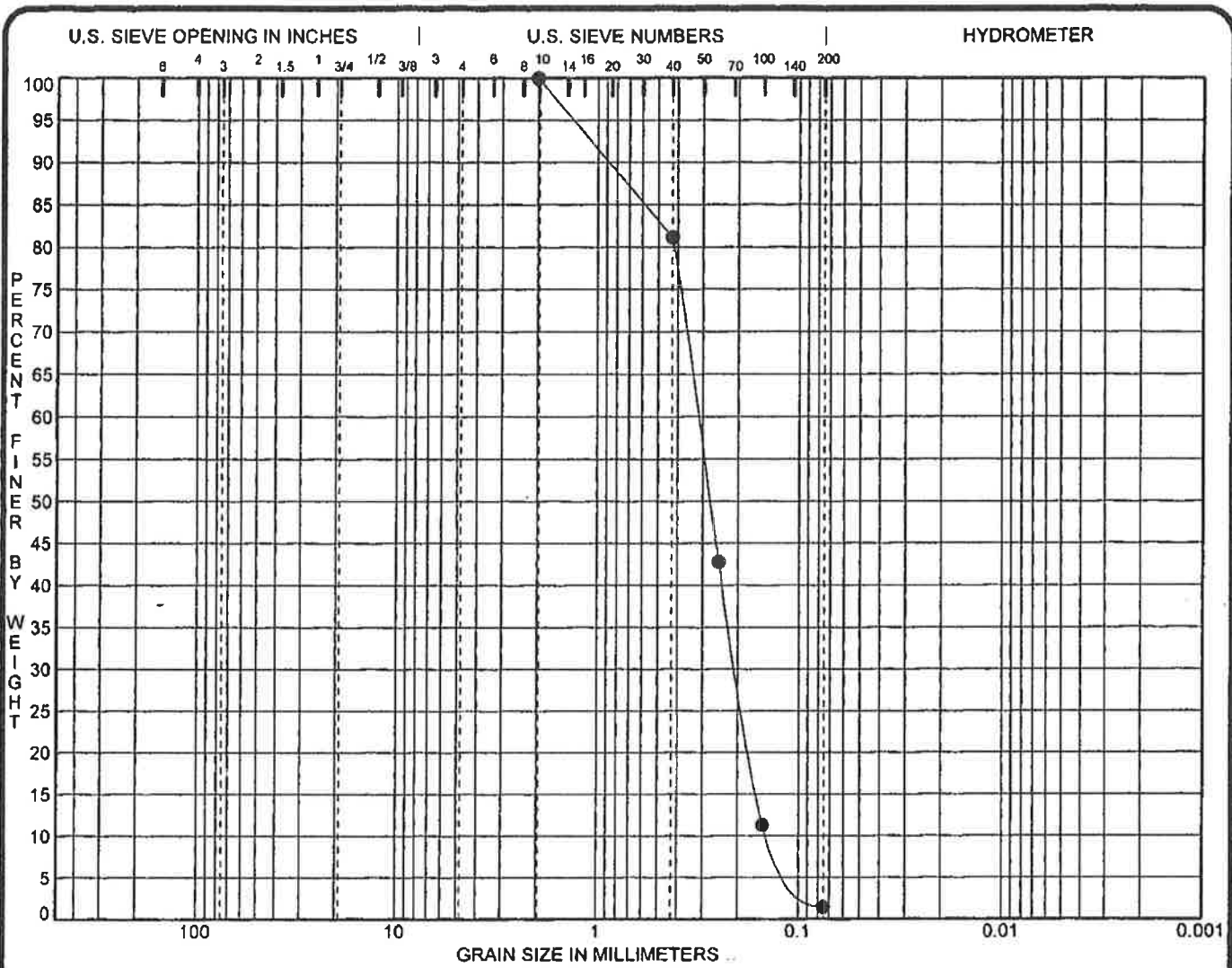
Specimen Identification	D100	D60	D30	D10	%Gravel	%Sand	%Silt	%Clay
B6	2.00	0.32	0.195	0.1046	0.0	94.3	5.7	

3/4"	3/8"	NO. 4	NO. 10	NO. 40	NO. 60	NO. 100	NO. 200
			100.0	80.2	44.3	14.7	5.7

Client: THE VIERA COMPANY
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 Report No: 54754
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Project: WICKHAM ROAD EXTENSION
 WEST OF LAKE ANDREWS
 VIERA, FLORIDA



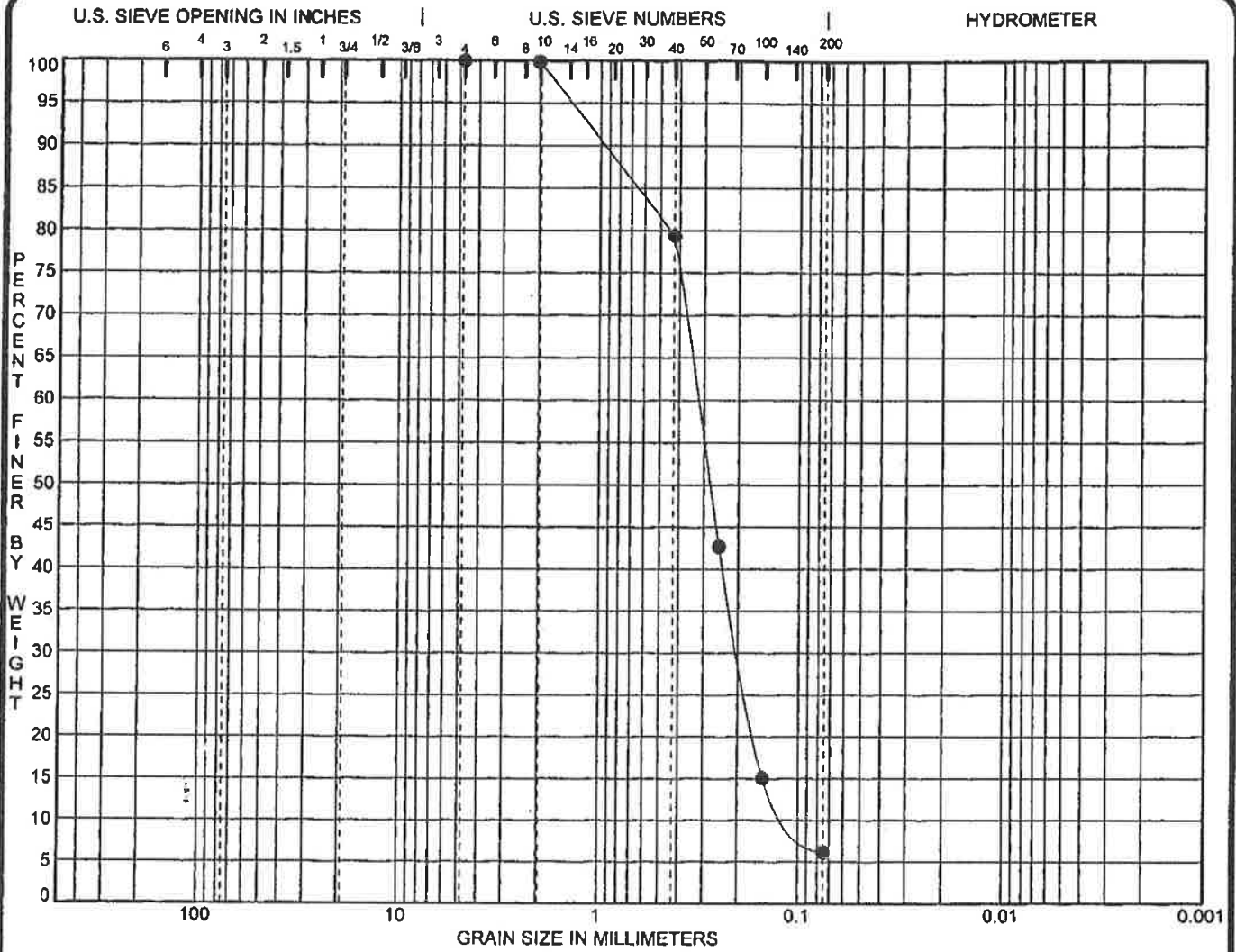
COBBLES	GRAVEL		SAND			SILT OR CLAY
	coarse	fine	coarse	medium	fine	

Specimen Identification	Classification				MC%	LL	PL	PI	Cc	Cu
● B8	fine SAND, brown, [SP]								0.95	2.3
SAMPLE 2										
Specimen Identification	D100	D60	D30	D10	%Gravel	%Sand	%Silt	%Clay		
● B8	2.00	0.32	0.203	0.1369	0.0	98.6	1.4			
3/4"	3/8"	NO. 4	NO. 10	NO. 40	NO. 60	NO. 100	NO. 200			
			100.0	81.2	42.8	11.3	1.4			

Client: THE VIERA COMPANY
 7380 MURRELL ROAD, SUITE 201
 VIERA FLORIDA 32940

Client No: 31001-082-01
 Report No: 54754
 Date: 8/28/02

Project: WICKHAM ROAD EXTENSION
 WEST OF LAKE ANDREWS
 VIERA, FLORIDA



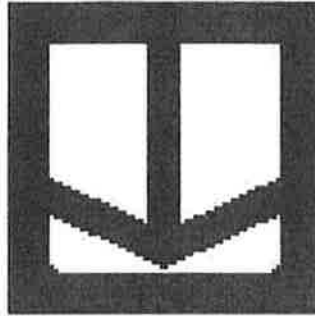
COBBLES	GRAVEL		SAND			SILT OR CLAY
	coarse	fine	coarse	medium	fine	

Specimen Identification	Classification					MC%	LL	PL	PI	Cc	Cu
● B8	fine SAND with clay, gray, [SP-SC]									1.20	3.2
SAMPLE 6											
Specimen Identification	D100	D60	D30	D10	%Gravel	%Sand	%Silt	%Clay			
● B8	4.75	0.32	0.198	0.1012	0.0	93.9	6.1				
3/4"	3/8"	NO. 4	NO. 10	NO. 40	NO. 60	NO. 100	NO. 200				
		100.0	99.9	79.4	42.7	15.1	6.1				

Client: THE VIERA COMPANY
 7380 MURRELL ROAD, SUITE 201
 VIERA FLORIDA 32940

Client No: 31001-082-01
 Report No: 54754
 Date: 8/28/02

Project: WICKHAM ROAD EXTENSION
 WEST OF LAKE ANDREWS
 VIERA, FLORIDA



UNIVERSAL ENGINEERING SCIENCES

SUBSURFACE EXPLORATION

Proposed Traffic Signal Masts
Wickham Road & Stadium Parkway
Viera, Brevard County, Florida
Universal Project No. 0330.1500111.0000

PREPARED FOR:

Lassiter Transportation Group, Inc.
1103 West Hibiscus Boulevard, Suite 310
Melbourne, Florida 32901

PREPARED BY:

Universal Engineering Sciences, Inc.
820 Brevard Avenue
Rockledge, Florida 32955
(321) 638-0808

October 30, 2015

Consultants in: Geotechnical Engineering • Environmental Sciences • Construction Materials Testing • Threshold Inspection
Offices in: Orlando • Daytona Beach • Fort Myers • Gainesville • Jacksonville • Ocala • Palm Coast • Rockledge • Sarasota •
Miami • Panama City • Pensacola • Fort Pierce • Tampa • West Palm Beach • Atlanta, GA • Tifton, GA



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- Panama City
- Pensacola
- Rockledge
- Sarasota
- Tampa
- West Palm Beach

October 30, 2015

Lassiter Transportation Group, Inc.
1103 West Hibiscus Boulevard, Suite 310
Melbourne, Florida 32901

Attention: Mr. Gilberto Ramirez, P.E.

Reference: Subsurface Exploration
Proposed Traffic Signal Masts
Wickham Road & Stadium Parkway
Viera, Brevard County, Florida
Universal Project No. 0330.1500111.0000

Dear Mr. Ramirez:

Universal Engineering Sciences Inc. (Universal) has completed a subsurface soil exploration and geotechnical engineering evaluation for the above referenced project. The subsurface data is hereby transmitted to you for your evaluation and use in foundation design and construction.

This report presents the results of the study and includes our evaluation of the soil and groundwater conditions encountered. Included in the report are the soil parameters for the soil strata encountered for the design of a foundation for the proposed structures.

Based on the results of the soil borings performed, we believe that the site subsoils meet the FDOT requirements under Index 17743 for the use of pre-designed signal mast foundations.

We appreciate the opportunity to have worked with you on this project and look forward to a continued association. Please do not hesitate to contact us if you should have any questions, or if we may further assist you as your plans proceed.

Sincerely yours,
UNIVERSAL ENGINEERING SCIENCES, INC.
Certificate of Authorization No. 549


10-30-2015
Brad Faucett, P.E.
Regional Engineer
Florida Registration No. 33123

2 - Client

UES DOCS #1278231

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EXHIBITS

ASFE Document.....	Exhibit 1
Constraints and Restrictions	Exhibit 1

1.0 PROJECT INFORMATION

This report presents the results of the subsurface exploration by Universal Engineering Sciences (Universal) at the site of proposed traffic signal masts at the intersection of Wickham Road and Stadium Parkway in Viera, Florida. The project is located within Section 9 (north side of Wickham Road) and south-adjacent Section 16, Township 26 South, Range 36 East in Brevard County, Florida.

Based on information provided to us by the client, four (4) traffic signal masts are proposed, with one mast to be located on each corner of the subject intersection.

We assume that the signal mast poles will be monopole structures having a maximum height of roughly 25 feet, with the mast arm extending horizontally up to 50 feet. Foundation support for each mast pole will be derived from a drilled shaft, installed to a depth of approximately 15 to 20 feet below existing land surface (bls).

2.0 PURPOSE AND SCOPE OF WORK

This report presents the data from four (4) soil borings which were completed for this portion of the project in order to determine the soil profiles at the proposed signal mast locations. We understand the subsurface information will be used by others in the design and construction of the proposed structures.

We provided the following services in order to achieve the preceding objective:

1. Performed one (1) Standard Penetration Test (SPT) boring adjacent to each of the four (4) proposed pole locations. The SPT borings were each advanced to a depth of 35 feet below existing land surface (bls). Utility clearance was arranged by Universal through the "Call Sunshine" utility clearance service.
2. Visually classified the recovered soil samples in the laboratory using the Unified Soil Classification System (USCS).
3. Measured the existing groundwater level and estimated the typical wet season high groundwater level at the boring locations.
4. Prepared this report which summarizes the course of study pursued, the field data generated and the subsurface conditions encountered, and which presents engineering recommendations for the design of the foundations for the proposed structures.

3.0 SUBSURFACE EXPLORATION

To explore the general subsurface conditions, four (4) SPT borings were completed, one boring adjacent to each proposed pole location. The SPT boring procedure was conducted in general conformance with ASTM D-1586. Closely spaced soil sampling using a 1-3/8 inch I.D. split-barrel sampler was performed between 4 and 10 feet bls with a 5-foot sample interval used thereafter. After seating the sampler 6-inches, the number of successive blows required to drive the sampler 12-inches into the soil constitutes the test result commonly referred to as the "N"

value which has been empirically correlated with various soil properties and is considered to be indicative of the relative density of cohesionless soils. The recovered split spoon samples were visually classified in the field with representative portions of the samples placed in airtight containers and transported to our office in Rockledge for review and confirmation of the field classification.

In lieu of split-barrel soil sampling in the upper portion of the boreholes, Dynamic Cone Penetrometer (DCP) tests were made in order to help further determine soil consistencies. The DCP tests were performed at 1 foot intervals in general accordance with the procedures developed by Professor G. F. Sowers and Charles S. Hedges (ASCE, 1966).

The basic procedure for the DCP test is as follows: A standard 1.5 inch diameter conical point is driven into the soil by a 15-pound steel hammer falling 20 inches. Following the seating of the point to a depth of 2 inches, the number of blows required to drive the sampler an additional 1.75 inches is designated the penetration resistance, providing an index to soil strength and density.

The SPT soil borings were performed with a truck mounted drilling rig. Universal located the test borings by measuring from existing on-site landmarks shown on aerial photographs using a cloth tape. No survey control was provided on-site, and our boring locations should be considered only as accurate as implied by the methods of measurement used. The approximate boring locations and identification numbers are shown on the attached Figure B-1, "Boring Logs & Location Plan".

4.0 LABORATORY SERVICES

The soil samples recovered from the soil test borings were returned to our laboratory and where a geotechnical engineer subsequently visually examined and reviewed the field descriptions. We selected representative soil samples for wash 200 sieve analysis and moisture contents. A summary of the laboratory testing program is presented in Table I below. The results of these tests are tabulated in Appendix A and are also shown on the boring logs in Appendix B.

TABLE I
SUMMARY OF LABORATORY TESTING

Test Description	Number of Tests
Percent Fines (FM 1-T88)	4
Natural Moisture Content (FM 1-T265)	4

5.0 REVIEW OF AVAILABLE DATA

5.1 Brevard County Soil Survey

The soils within the general area of the proposed mast location (pre-developmental) are mapped as Pompano sand (Pw), according to the Brevard County Soil Survey (BCSS) issued by the USDA in 1974. Pompano sand is described in the BCSS as a nearly level, poorly-drained sandy soil on broad flats, in shallow depressions and in sloughs.

5.2 U.S. Geological Survey Topographic Map

According to information obtained from the United States Geological Survey (USGS) Eau Gallie, Florida 7.5-minute quadrangle map dated 1949 (photorevised 1988), the project site is located upon nearly level terrain; the ground surface elevation (pre-developmental) at the subject intersection is depicted on the USGS map as being approximately +25 feet National Geodetic Vertical Datum (NGVD) 1929.

5.3 Potentiometric Level Data

Based upon review of the St. Johns River Water Management District potentiometric map of the Upper Floridan Aquifer for the project area in May 2009, the potentiometric level at the site is estimated to be approximately elevation +30 feet, NGVD 1929. As mentioned above, the ground surface elevation at the site is approximately +25 feet NGVD. Based on the results of our soil borings, we do not anticipate artesian flows within the proposed drilled depths as such will likely not penetrate the Upper Floridan Aquifer, the top of which is shown in water resources publications to be on the order of 200 feet bls near the site.

6.0 SUBSURFACE CONDITIONS

6.1 General

The results of the subsurface exploration program including the soil profile and other pertinent information such as the SPT "N" values and the DCP values are graphically presented on the attached boring logs included in Appendix B. Soil stratification is based on review of recovered soil samples and interpretation of field logs by a geotechnical engineer. The recovered soil samples were visually classified using the Unified Soil Classification System (USCS).

6.2 Soils

The subsoils encountered at the proposed signal mast locations generally consist of generally medium dense to very dense surficial sands with silt [SP-SM] (fill), that contain variable quantities of broken shell, concrete and rock fragments, clay lumps and roots, approximately three (3) feet to five (5) feet thick, beneath which are interbedded strata of loose to medium dense clayey fine sands [SC], fine sands with silt [SP-SM] and fine sands [SP] with variable amounts of roots and broken shell that extend to depths of approximately 22 feet bls to 23 feet bls. These strata are, in turn, underlain by strata of loose clayey fine sands [SC] with occasional cemented rock layers that extend to the maximum depth of drilling at each location explored, 35 feet bls.

6.3 Groundwater Conditions

Depths to the groundwater table at the boring locations on October 28, 2015 ranged from 3.3 feet bls at B2 to 4.5 feet bls at B1. Wet season high groundwater levels are expected to occur roughly ½ foot above the existing measured levels, or roughly 3 to 4 feet below existing grades. The encountered groundwater levels are shown on the boring logs in Appendix B.

7.0 ENGINEERING EVALUATION AND RECOMMENDATIONS

The recommendations included herein are based on the project characteristics, the results of our field exploration and our experience with projects similar to this one. The tables presented as Appendix C present soil parameters for use in design of the foundation for the proposed signal mast arm. Included in the table are our estimates of the average SPT "N" values, soil unit weight, friction angle, cohesion and earth pressure coefficients. We recommend that the mast arm foundation be designed using the estimated wet season high groundwater level provided in Section 6.3, above, and the soil parameters provided in this table.

It is our understanding the foundation system will be designed by others. The foundation design should incorporate loading considerations due to axial loads, lateral and torsional loads created by wind action.

Please note that difficult drilling conditions may be encountered due to occasional dense sand & shell strata or cemented rock layers [SC] at this project.

It should be noted that construction may require the use of "wet-hole" techniques in the event that the signal mast foundations extends below the water table. Drilling procedures including slurry may be required. As an alternative to "wet-hole" techniques, dewatering techniques could be used. Dewatering consists of temporarily lowering the water table at the time of foundation construction.

* * * * *

APPENDIX A

SUMMARY OF LABORATORY TESTING

LABORATORY TEST PROCEDURES

SUMMARY OF LABORATORY TESTING

**PROPOSED TRAFFIC SIGNAL MASTS
INTERSECTION OF WICKHAM ROAD & STADIUM PARKWAY
VIERA, BREVARD COUNTY, FLORIDA
UNIVERSAL PROJECT NO. 0330.1500111.0000**

Boring	Sample Depth (feet, bls)	Percent Passing No. 200 sieve	Moisture Content (%)	Organic Content (%)	Unified Soil Classification
B1	1	6.0	3.0	~~	SP-SM
B2	15	17.5	20.1	~~	SC
B3	34½	41.3	38.3	~~	SC
B4	15	7.4	22.9	~~	SP-SM

DESCRIPTION OF LABORATORY TESTING PROCEDURES

MOISTURE CONTENT DETERMINATION (FM 1-T 265)

Moisture content is the ratio of the weight of water to the dry weight of soil. Moisture content is measured by drying a sample at 105 degrees Celsius. The moisture content is expressed as a percent of the oven dried soil mass.

WASH 200 TEST (FM 1-T 88)

The Wash 200 test is performed by passing a representative soil sample over a No. 200 sieve and rinsing with water. The percentage of the soil grains passing this sieve is then calculated.

APPENDIX B

BORING LOGS & LOCATION PLAN

CORRELATION OF STANDARD PENETRATION RESISTANCE WITH RELATIVE DENSITY AND CONSISTENCY OF SOIL

GRANULAR MATERIALS (SANDS & GRAVELS)		CONSISTENT SOILS (CLAYS)	
CONSISTENCY DESCRIPTION	SPT N (BLOWS/FT.)	CONSISTENCY DESCRIPTION	SPT N (BLOWS/FT.)
VERY LOOSE	0-4	VERY SOFT	0-2
LOOSE	5-10	SOFT	3-4
MEDIUM DENSE	11-20	FIRM	5-8
DENSE	21-30	STIFF	8-15
VERY DENSE	31-50	VERY STIFF	15-30
		HARD	30+

KEY TO BORING LOGS



SAND
CLAYEY SAND
CLAYEY SILTY SAND

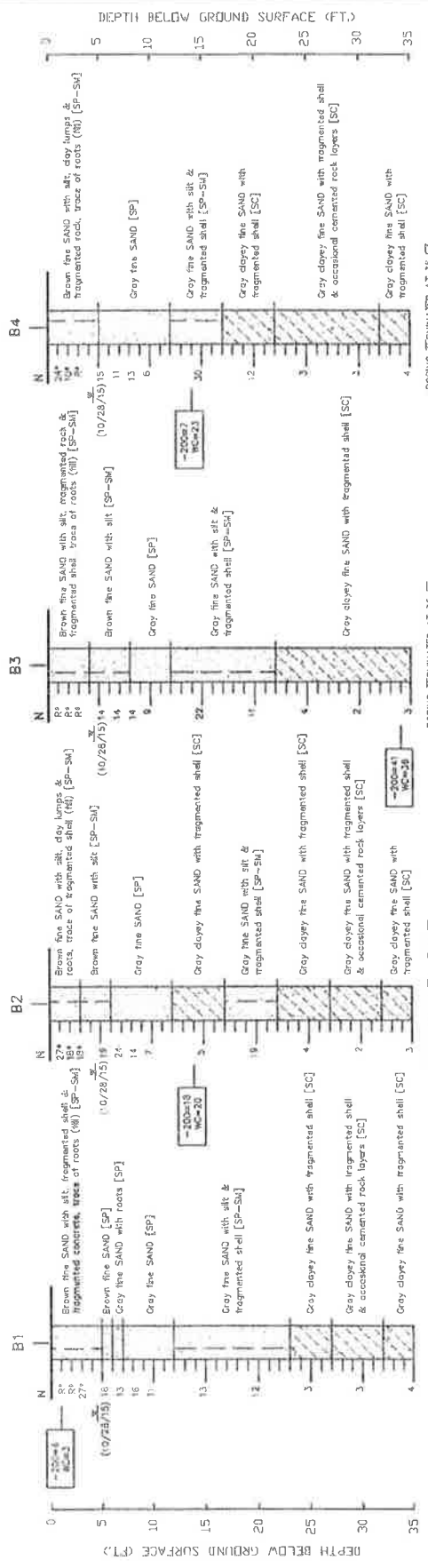
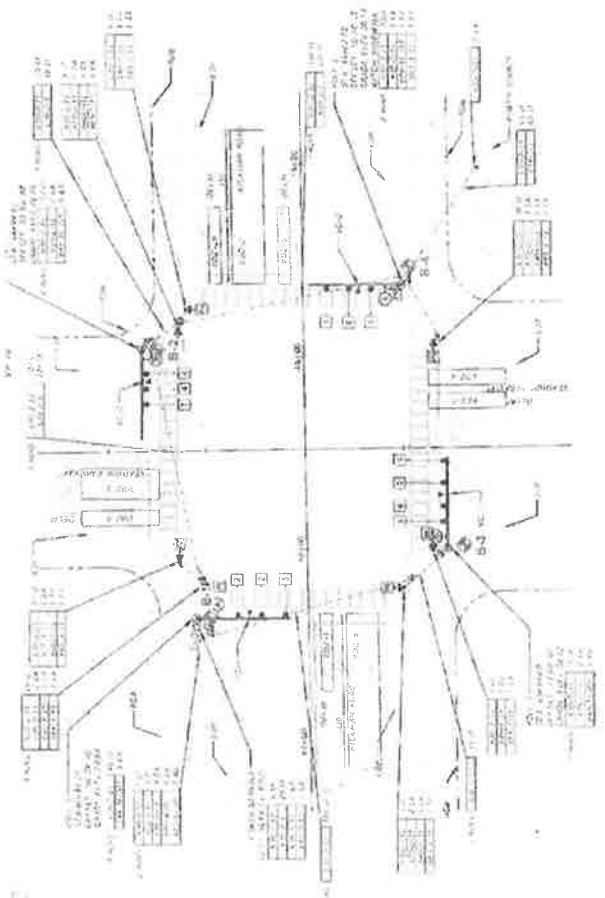
N STANDARD PENETRATION RESISTANCE IN BLOWS PER FOOT (18" SPOON - ASTM D-1586)
 SP USCS GROUP SYMBOL, BASED ON VISUAL OBSERVATION AND LABORATORY TESTS
 (0-10) WATER TABLE LEVEL DURING DRILLING OPERATION
 -200 PERCENT PASSING NO. 200 U.S. STANDARD SIEVE
 WC NATURAL MOISTURE CONTENT (%)
 R PENETRATION RESISTANCE AS DETERMINED BY DYNAMIC CONE PENETROMETER
 R REFUSAL OF PENETRATION WITH DYNAMIC CONE PENETROMETER

LEGEND

APPROXIMATE STANDARD PENETRATION TEST BORING LOCATION (SPT)

NOTES

- SUBSURFACE VARIATIONS BETWEEN BORINGS SHOULD BE INTERPOLATED IN SECTION 2-4 OF THE STANDARD SPECIFICATIONS.
- PLAN PROVIDED BY CLIENT.
- ALL SOIL BORING LOCATIONS ARE APPROXIMATE.
- SOIL BORINGS PERFORMED ON 10/25/15.



BORING TERMINATED AT 35 FT. BORING TERMINATED AT 35 FT. BORING TERMINATED AT 33 FT. BORING TERMINATED AT 33 FT.

<p>LABSTER TRANSPORTATION GROUP, INC.</p> <p>3532 Magale Boulevard Orlando, Florida 32811 Phone: (407) 421-0504 Fax: (407) 421-0504 Cert. of Authorization #5419</p>		<p>CONTRACT NO. 10/25/15</p> <p>DATE: 10/25/15</p> <p>PROJECT: SPT BORINGS FOR TRAFFIC SIGNAL MASTS</p> <p>LOCATION: SOUTH BAY AVENUE, ORLANDO, FLORIDA</p>	
<p>DESIGNED BY: [Signature]</p> <p>CHECKED BY: [Signature]</p> <p>APPROVED BY: [Signature]</p>		<p>DATE: 10/25/15</p> <p>SCALE: AS SHOWN</p> <p>PROJECT NO. 0130130011.0000</p> <p>SHEET NO. B-1</p>	

APPENDIX C

SUMMARY OF SOIL PARAMETERS

SUMMARY OF SOIL PARAMETERS

PROPOSED TRAFFIC SIGNAL MASTS
 INTERSECTION OF WICKHAM ROAD & STADIUM PARKWAY
 VIERA, BREVARD COUNTY, FLORIDA
 UNIVERSAL PROJECT NO. 0330.1500111.0000

BORING LOCATIONS B1 THRU B4

Depth (feet)	Estimated SPT N Average*	Approximate Soil Unit Weight (pcf)		Soil Angle of Friction (degrees)**	Cohesion (psf)	Earth Pressure Coefficient (Rankine)		
		Moist	Submerged			Active (K _a)	Passive (K _p)	At Rest (K ₀)
0 to 20	18	125	63	32	0	0.31	3.25	0.47
20 to 35	4	~~	58	29	0	0.35	2.88	0.52

*Values are corrected for overburden pressure based upon Figure 19.6 of "Foundation Engineering" by Peck, Hanson & Thornburn.

**Values based upon Figure 19.5 of "Foundation Engineering" by Peck, Hanson & Thornburn.

EXHIBITS

**IMPORTANT INFORMATION ABOUT YOUR GEOTECHNICAL
ENGINEERING REPORT**

CONSTRAINTS AND RESTRICTIONS

Important Information about Your Geotechnical Engineering Report

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.

While you cannot eliminate all such risks, you can manage them. The following information is provided to help.

Geotechnical Services Are Performed for Specific Purposes, Persons, and Projects

Geotechnical engineers structure their services to meet the specific needs of their clients. A geotechnical engineering study conducted for a civil engineer may not fulfill the needs of a construction contractor or even another civil engineer. Because each geotechnical engineering study is unique, each geotechnical engineering report is unique, prepared *solely* for the client. No one except you should rely on your geotechnical engineering report without first conferring with the geotechnical engineer who prepared it. *And no one — not even you — should apply the report for any purpose or project except the one originally contemplated.*

Read the Full Report

Serious problems have occurred because those relying on a geotechnical engineering report did not read it all. Do not rely on an executive summary. Do not read selected elements only.

A Geotechnical Engineering Report Is Based on A Unique Set of Project-Specific Factors

Geotechnical engineers consider a number of unique, project-specific factors when establishing the scope of a study. Typical factors include: the client's goals, objectives, and risk management preferences; the general nature of the structure involved, its size, and configuration; the location of the structure on the site; and other planned or existing site improvements, such as access roads, parking lots, and underground utilities. Unless the geotechnical engineer who conducted the study specifically indicates otherwise, do not rely on a geotechnical engineering report that was:

- not prepared for you,
- not prepared for your project,
- not prepared for the specific site explored, or
- completed before important project changes were made.

Typical changes that can erode the reliability of an existing geotechnical engineering report include those that affect:

- the function of the proposed structure, as when it's changed from a parking garage to an office building, or from a light industrial plant to a refrigerated warehouse,

- elevation, configuration, location, orientation, or weight of the proposed structure,
- composition of the design team, or
- project ownership.

As a general rule, *always* inform your geotechnical engineer of project changes—even minor ones—and request an assessment of their impact. *Geotechnical engineers cannot accept responsibility or liability for problems that occur because their reports do not consider developments of which they were not informed.*

Subsurface Conditions Can Change

A geotechnical engineering report is based on conditions that existed at the time the study was performed. *Do not rely on a geotechnical engineering report whose adequacy may have been affected by: the passage of time; by man-made events, such as construction on or adjacent to the site; or by natural events, such as floods, earthquakes, or groundwater fluctuations. Always contact the geotechnical engineer before applying the report to determine if it is still reliable. A minor amount of additional testing or analysis could prevent major problems.*

Most Geotechnical Findings Are Professional Opinions

Site exploration identifies subsurface conditions only at those points where subsurface tests are conducted or samples are taken. Geotechnical engineers review field and laboratory data and then apply their professional judgment to render an opinion about subsurface conditions throughout the site. Actual subsurface conditions may differ—sometimes significantly—from those indicated in your report. Retaining the geotechnical engineer who developed your report to provide construction observation is the most effective method of managing the risks associated with unanticipated conditions.

A Report's Recommendations Are *Not* Final

Do not overrely on the construction recommendations included in your report. *Those recommendations are not final*, because geotechnical engineers develop them principally from judgment and opinion. Geotechnical engineers can finalize their recommendations only by observing actual

subsurface conditions revealed during construction. *The geotechnical engineer who developed your report cannot assume responsibility or liability for the report's recommendations if that engineer does not perform construction observation.*

A Geotechnical Engineering Report Is Subject to Misinterpretation

Other design team members' misinterpretation of geotechnical engineering reports has resulted in costly problems. Lower that risk by having your geotechnical engineer confer with appropriate members of the design team after submitting the report. Also retain your geotechnical engineer to review pertinent elements of the design team's plans and specifications. Contractors can also misinterpret a geotechnical engineering report. Reduce that risk by having your geotechnical engineer participate in prebid and preconstruction conferences, and by providing construction observation.

Do Not Redraw the Engineer's Logs

Geotechnical engineers prepare final boring and testing logs based upon their interpretation of field logs and laboratory data. To prevent errors or omissions, the logs included in a geotechnical engineering report should *never* be redrawn for inclusion in architectural or other design drawings. Only photographic or electronic reproduction is acceptable, *but recognize that separating logs from the report can elevate risk.*

Give Contractors a Complete Report and Guidance

Some owners and design professionals mistakenly believe they can make contractors liable for unanticipated subsurface conditions by limiting what they provide for bid preparation. To help prevent costly problems, give contractors the complete geotechnical engineering report, *but* preface it with a clearly written letter of transmittal. In that letter, advise contractors that the report was not prepared for purposes of bid development and that the report's accuracy is limited; encourage them to confer with the geotechnical engineer who prepared the report (a modest fee may be required) and/or to conduct additional study to obtain the specific types of information they need or prefer. A prebid conference can also be valuable. *Be sure contractors have sufficient time* to perform additional study. Only then might you be in a position to give contractors the best information available to you, while requiring them to at least share some of the financial responsibilities stemming from unanticipated conditions.

Read Responsibility Provisions Closely

Some clients, design professionals, and contractors do not recognize that geotechnical engineering is far less exact than other engineering disciplines. This lack of understanding has created unrealistic expectations that

have led to disappointments, claims, and disputes. To help reduce the risk of such outcomes, geotechnical engineers commonly include a variety of explanatory provisions in their reports. Sometimes labeled "limitations" many of these provisions indicate where geotechnical engineers' responsibilities begin and end, to help others recognize their own responsibilities and risks. *Read these provisions closely.* Ask questions. Your geotechnical engineer should respond fully and frankly.

Geoenvironmental Concerns Are Not Covered

The equipment, techniques, and personnel used to perform a *geoenvironmental* study differ significantly from those used to perform a *geotechnical* study. For that reason, a geotechnical engineering report does not usually relate any geoenvironmental findings, conclusions, or recommendations; e.g., about the likelihood of encountering underground storage tanks or regulated contaminants. *Unanticipated environmental problems have led to numerous project failures.* If you have not yet obtained your own geoenvironmental information, ask your geotechnical consultant for risk management guidance. *Do not rely on an environmental report prepared for someone else.*

Obtain Professional Assistance To Deal with Mold

Diverse strategies can be applied during building design, construction, operation, and maintenance to prevent significant amounts of mold from growing on indoor surfaces. To be effective, all such strategies should be devised for the *express purpose* of mold prevention, integrated into a comprehensive plan, and executed with diligent oversight by a professional mold prevention consultant. Because just a small amount of water or moisture can lead to the development of severe mold infestations, a number of mold prevention strategies focus on keeping building surfaces dry. While groundwater, water infiltration, and similar issues may have been addressed as part of the geotechnical engineering study whose findings are conveyed in this report, the geotechnical engineer in charge of this project is not a mold prevention consultant; ***none of the services performed in connection with the geotechnical engineer's study were designed or conducted for the purpose of mold prevention. Proper implementation of the recommendations conveyed in this report will not of itself be sufficient to prevent mold from growing in or on the structure involved.***

Rely on Your ASFE-Member Geotechnical Engineer for Additional Assistance

Membership in ASFE/THE BEST PEOPLE ON EARTH exposes geotechnical engineers to a wide array of risk management techniques that can be of genuine benefit for everyone involved with a construction project. Confer with your ASFE-member geotechnical engineer for more information.

ASFE THE GEOPROFESSIONAL BUSINESS ASSOCIATION

8811 Colesville Road/Suite G106, Silver Spring, MD 20910

Telephone: 301/565-2733 Facsimile: 301/589-2017

e-mail: info@asfe.org www.asfe.org

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CONSTRAINTS AND RESTRICTIONS

WARRANTY

Universal Engineering Sciences has prepared this report for our client for his exclusive use, in accordance with generally accepted soil and foundation engineering practices, and makes no other warranty either expressed or implied as to the professional advice provided in the report.

UNANTICIPATED SOIL CONDITIONS

The analysis and recommendations submitted in this report are based upon the data obtained from the soil borings performed by Universal at the locations indicated on the Boring Location Plan. This report does not reflect any variations of subsurface conditions which may occur at other locations at this project.

The nature and extent of variation from the observed soil boring conditions may not become known until excavation begins. If variations appear, we may have to re-evaluate our recommendations after performing on-site observations and noting the characteristics of any variations.

CHANGED CONDITIONS

We recommend that the specifications for the project require that the contractor immediately notify Universal Engineering Sciences, as well as the owner, when subsurface conditions are encountered that are different from those presented in this report.

No claim by the contractor for any conditions differing from those anticipated in the plans, specifications, and those found in this report, should be allowed unless the contractor notifies the owner and Universal Engineering Sciences of such changed conditions. Further, we recommend that all foundation work and site improvements be observed by a representative of Universal Engineering Sciences to monitor field conditions and changes, to verify design assumptions and to evaluate and recommend any appropriate modifications to this report.

MISINTERPRETATION OF SOIL ENGINEERING REPORT

Universal Engineering Sciences is responsible for the conclusions and opinions contained within this report based upon the data relating only to the specific project and location discussed herein. If the conclusions or recommendations based upon the data presented are made by others, those conclusions or recommendations are not the responsibility of Universal Engineering Sciences.

CHANGED STRUCTURE OR LOCATION

This report was prepared in order to aid in the evaluation of this project and to assist the architect or engineer in the design of this project. If any changes in the design or location of the structures as outlined in this report are planned, or if any structures are included or added that are not discussed in the report, the conclusions and recommendations contained in this report shall not be considered valid unless the changes are reviewed and the conclusions modified or approved by Universal Engineering Sciences.

USE OF REPORT BY BIDDERS

Bidders who are examining the report prior to submission of a bid are cautioned that this report was prepared as an aid to the designers of the project and it may affect actual construction operations.

Bidders are urged to make their own soil borings, test pits, test caissons or other investigations to determine those conditions that may affect construction operations. Universal Engineering Sciences cannot be responsible for any interpretations made from this report or the attached boring log with regard to their adequacy in reflecting subsurface conditions which will affect construction operations.

STRATA CHANGES

Strata changes are indicated by a definite line on the boring logs which accompany this report. However, the actual change in the ground may be more gradual. Where changes occur between soil samples, the location of the change must necessarily be estimated using all available information and may not be shown on the boring logs at the exact depth.

OBSERVATIONS DURING DRILLING

Attempts are made to detect and/or identify occurrences during drilling and sampling, such as: water level, boulders, zones of lost circulation, relative ease or resistance to drilling progress, unusual sample recovery, variation of driving resistance, obstructions, etc.; however, lack of mention does not preclude their presence.

WATER LEVELS

The water level readings which have been made in the drill holes during drilling indicate normally-occurring conditions. The water levels may not have been stabilized at the last reading. This data has been reviewed and interpretations made in this report. However, it must be noted that fluctuations in the level of the groundwater may occur due to variations in rainfall, temperature, tides, and other factors not evident at the time measurements were made and reported. Since the probability of such variations is anticipated, design drawings and specifications should accommodate such possibilities and construction planning should be based upon such assumptions of variations.

LOCATION OF BURIED OBJECTS

All users of this report are cautioned that there was no requirement for Universal Engineering Sciences to attempt to locate any man-made buried objects during the course of this exploration and that no attempt was made by Universal Engineering Sciences to locate any such buried objects. Universal Engineering Sciences cannot be responsible for any buried man-made objects which are subsequently encountered during construction that are not discussed within the text of this report.

TIME

This report reflects the soil conditions at the time of investigation. If the report is not used in a reasonable amount of time, significant changes to the site may occur and additional reviews may be required.

SECTION XII

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

**LOCAL AGENCY PROGRAM (LAP)
FEDERAL REQUIREMENTS**

**CONSTRUCTION CHECKLIST SPECIFICATIONS
FROM
DEPARTMENT OF TRANSPORTATION
STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION**

LAP DIVISION 1 SPECIFICATIONS.

(REV 2-11-16)

Construction Checklist Specifications
from
Department of Transportation
Standard Specifications for Road and Bridge Construction

The following excerpts from the Standard Specifications and Special Provisions are provided for use in LAP Specifications as needed in accordance with the Local Agency Program Checklist for Construction Contracts (Phase 58) – Federal and State Requirements (525-070-44)

Section 1 – Definitions and Terms

Department Name: Brevard County Public Works

Contractor’s Engineer of Record.

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

The Contractor’s Engineer of Record must be an employee of a pre-qualified firm. The firm shall be pre-qualified in accordance with the Rules of the Department of Transportation, Chapter 14-75. Any Corporation or Partnership offering engineering services must hold a Certificate of Authorization from the Florida Department of Business and Professional Regulation.

As an alternate to being an employee of a pre-qualified firm, the Contractor’s Engineer of Record may be a pre-qualified Specialty Engineer. For items of the permanent work declared by the State Construction Office to be "major" or "structural", the work performed by a pre-qualified Specialty Engineer must be checked by another pre-qualified Specialty Engineer. An individual Engineer may become pre-qualified in the work groups listed in the Rules of the Department of Transportation, Chapter 14-75, if the requirements for the Professional Engineer are met for the individual work groups. Pre-qualified Specialty Engineers are listed on the State Construction Website. Pre-qualified Specialty Engineers will not be authorized to perform redesigns or Cost Savings Initiative Proposal designs of items fully detailed in the plans.

Specialty Engineer.

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

For items of work not specifically covered by the Rules of the Department of Transportation, a Specialty Engineer is qualified if he has the following qualifications:

- (1) Registration as a Professional Engineer in the State of Florida.
- (2) The education and experience necessary to perform the submitted design as required by the Florida Department of Business and Professional Regulation.

**Meets Construction Checklist Requirements #4 & #28
Buy America / Prohibition Against Convict Produced Materials**

LAP DIVISION 1 SPECIFICATIONS.

(REV 2-11-16)

From Section 6 (Convict Labor and Buy America):

6-5 Products and Source of Supply.

6-5.1 Source of Supply—Convict Labor (Federal-Aid Contracts Only): Do not use materials that were produced after July 1, 1991, by convict labor for Federal-aid highway construction projects unless the prison facility has been producing convict-made materials for Federal-aid highway construction projects before July 1, 1987.

Use materials that were produced prior to July 2, 1991, by convicts on Federal-aid highway construction projects free from the restrictions placed on the use of these materials by 23 U.S.C. 114. The Department will limit the use of materials produced by convict labor for use in Federal-aid highway construction projects to:

1. Materials produced by convicts on parole, supervised release, or probation from a prison or,
2. Materials produced in a qualified prison facility.

The amount of such materials produced for Federal-aid highway construction during any 12-month period shall not exceed the amount produced in such facility for use in such construction during the 12-month period ending July 1, 1987.

6-5.2 Source of Supply—Steel: Use steel and iron produced in the United States, in accordance with the Buy America provisions of 23 CFR 635.410, as amended. Ensure that all manufacturing processes for this material occur in the United States. As used in this specification, a manufacturing process is any process that modifies the chemical content, physical shape or size, or final finish of a product, beginning with the initial melting and mixing and continuing through the bending and coating stages. A manufactured steel or iron product is complete only when all grinding, drilling, welding, finishing and coating have been completed. If a domestic product is taken outside the United States for any process, it becomes foreign source material. When using steel and iron as a component of any manufactured product incorporated into the project (e.g., concrete pipe, prestressed beams, corrugated steel pipe, etc.), these same provisions apply, except that the manufacturer may use minimal quantities of foreign steel and iron when the cost of such foreign materials does not exceed 0.1% of the total Contract amount or \$2,500, whichever is greater. These requirements are applicable to all steel and iron materials incorporated into the finished work, but are not applicable to steel and iron items that the Contractor uses but does not incorporate into the finished work. Provide a certification from the manufacturer of steel or iron, or any product containing steel or iron as a component, stating that all steel or iron furnished or incorporated into the furnished product was manufactured in the United States in accordance with the requirements of this specification and the Buy America provisions of 23 CFR 635.410, as amended. Such certification shall also include (1) a statement that the product was produced entirely within the United States, or (2) a statement that the product was produced within the United States except for minimal quantities of foreign steel and iron valued at \$ (actual value). Furnish each such certification to the Engineer prior to incorporating the material into the project.

Prior to the use of foreign steel on a project, furnish invoices to document the cost of such material, and obtain the Engineer's written approval prior to incorporating the material into the project.

**Meets Construction Checklist Requirements #12
Equipment Rental Rates**

LAP DIVISION 1 SPECIFICATIONS.
(REV 2-11-16)

4-3.2.1 Allowable Costs for Extra Work: The Engineer may direct in writing that extra work be done and, at the Engineer's sole discretion, the Contractor will be paid pursuant to an agreed Supplemental Agreement or in the following manner:

1. Labor and Burden: The Contractor will receive payment for actual costs of direct labor and burden for the additional or unforeseen work. Labor includes foremen actually engaged in the work; and will not include project supervisory personnel nor necessary on-site clerical staff, except when the additional or unforeseen work is a controlling work item and the performance of such controlling work item actually extends completion of the project due to no fault of the Contractor. Compensation for project supervisory personnel, but in no case higher than a Project Manager's position, shall only be for the pro-rata time such supervisory personnel spent on the contract. In no case shall an officer or director of the Company, nor those persons who own more than 1% of the Company, be considered as project supervisory personnel, direct labor or foremen hereunder.

Payment for burden shall be limited solely to the following:

Table 4-3.2.1	
Item	Rate
FICA	Rate established by Law
FUTA/SUTA	Rate established by Law
Medical Insurance	Actual
Holidays, Sick & Vacation benefits	Actual
Retirement benefits	Actual
Workers Compensation	Rates based on the National Council on Compensation Insurance basic rate tables adjusted by Contractor's actual experience modification factor in effect at the time of the additional work or unforeseen work.
Per Diem	Actual but not to exceed State of Florida's rate
Insurance*	Actual
*Compensation for Insurance is limited solely to General Liability Coverage and does not include any other insurance coverage (such as, but not limited to, Umbrella Coverage, Automobile Insurance, etc.).	

At the Pre-construction conference, certify to the Engineer the following:

- a. A listing of on-site clerical staff, supervisory personnel and their pro-rated time assigned to the contract,
- b. Actual Rate for items listed in Table 4-3.2.1,

c. Existence of employee benefit plan for Holiday, Sick and Vacation benefits and a Retirement Plan, and,

d. Payment of Per Diem is a company practice for instances when compensation for Per Diem is requested.

Such certification must be made by an officer or director of the Contractor with authority to bind the Contractor. Timely certification is a condition precedent to any right of the Contractor to recover compensations for such costs, and failure to timely submit the certification will constitute a full, complete, absolute and irrevocable waiver by the Contractor of any right to recover such costs. Any subsequent changes shall be certified to the Engineer as part of the cost proposal or seven calendar days in advance of performing such extra work.

2. Materials and Supplies: For materials accepted by the Engineer and used on the project, the Contractor will receive the actual cost of such materials incorporated into the work, including Contractor paid transportation charges (exclusive of equipment as hereinafter set forth). For supplies reasonably needed for performing the work, the Contractor will receive the actual cost of such supplies.

3. Equipment: For any machinery or special equipment (other than small tools), including fuel and lubricant, the Contractor will receive 100% of the "Rental Rate Blue Book" for the actual time that such equipment is in operation on the work, and 50% of the "Rental Rate Blue Book" for the time the equipment is directed to standby and remain on the project site, to be calculated as indicated below. The equipment rates will be based on the latest edition (as of the date the work to be performed begins) of the "Rental Rate Blue Book for Construction Equipment" or the "Rental Rate Blue Book for Older Construction Equipment," whichever is applicable, as published by Machinery Information Division of PRIMEDIA Information, Inc. (version current at the time of bid), using all instructions and adjustments contained therein and as modified below. On all projects, the Engineer will adjust the rates using regional adjustments and Rate Adjustment Tables according to the instructions in the Blue Book.

Allowable Equipment Rates will be established as set out below:

a. Allowable Hourly Equipment Rate = Monthly Rate/176
x Adjustment Factors x 100%.

b. Allowable Hourly Operating Cost = Hourly Operating
Cost x 100%.

c. Allowable Rate Per Hour = Allowable Hourly Equipment
Rate + Allowable Hourly Operating Cost.

d. Standby Rate = Allowable Hourly Equipment
Rate x 50%.

The Monthly Rate is The Basic Machine Rate Plus Any Attachments. Standby rates will apply when equipment is not in operation and is directed by the Engineer to standby at the project site when needed again to complete work and the cost of moving the equipment will exceed the accumulated standby cost. Standby rates will not apply on any day the equipment operates for eight or more hours. Standby payment will be limited to only that number of hours which, when added to the operating time for that day equals eight hours. Standby payment will not be made on days that are not normally considered work days on the project.

The Department will allow for the cost of transporting the equipment to and from the location at which it will be used. If the equipment requires assembly or

disassembly for transport, the Department will pay for the time to perform this work at the rate for standby equipment.

Equipment may include vehicles utilized only by Labor, as defined above.

4. Indirect Costs, Expenses, and Profit: Compensation for all indirect costs, expenses, and profit of the Contractor, including but not limited to overhead of any kind, whether jobsite, field office, division office, regional office, home office, or otherwise, is expressly limited to the greater of either (a) or (b) below:

a. Solely a mark-up of 17.5% on the payments in (1) through (3), above.

1. Bond: The Contractor will receive compensation for any premium for acquiring a bond for such additional or unforeseen work at the original Contract bond rate paid by the Contractor. No compensation for bond premium will be allowed for additional or unforeseen work paid by the Department via initial contingency pay item.

2. The Contractor will be allowed a markup of 10% on the first \$50,000 and a markup of 5% on any amount over \$50,000 on any subcontract directly related to the additional or unforeseen work. Any such subcontractor mark-up will be allowed only by the prime Contractor and a first tier subcontractor, and the Contractor must elect the markup for any eligible first tier subcontractor to do so.

b. Solely the formula set forth below and only as applied solely as to such number of calendar days of entitlement that are in excess of ten cumulative calendar days as defined below.

$$D = \frac{A \times C}{B}$$

Where A = Original Contract Amount

B = Original Contract Time

C = 8%

D = Average Overhead Per Day

Cumulative Calendar Days is defined as the combined total number of calendar days granted as time extensions due to either extra work, excluding overruns to existing contract items, that extend the duration of the project or delay of a controlling work item caused solely by the Department, or the combined total number of calendar days for which a claim of entitlement to a time extension due to delay of a controlling work item caused solely by the Department is otherwise ultimately determined to be in favor of the Contractor.

Further, in the event there are concurrent delays to one or more controlling work items, one or more being caused by the Department and one or more being caused by the Contractor, the Contractor shall be entitled to a time extension for each day that a controlling work item is delayed by the Department but shall have no right to nor receive any monetary compensation for any indirect costs for any days of concurrent delay. No compensation, whatsoever, will be paid to the Contractor for any jobsite overhead and other indirect impacts when the total number of calendar days granted for time extension due to delay of a controlling

work item caused solely by the Department is, or the total number of calendar days for which entitlement to a time extension due to delay of a controlling work item caused solely by the Department is otherwise ultimately determined in favor of the Contractor to be, equal to or less than ten calendar days and the Contractor also fully assumes all monetary risk of any and all partial or single calendar day delay periods, due to delay of a controlling work item caused solely by the Department, that when combined together are equal to or less than ten calendar days and regardless of whether monetary compensation is otherwise provided for hereunder for one or more calendar days of time extension entitlement for each calendar day exceeding ten calendar days. All calculations under this provision shall exclude weather days, Holidays, and Special Events.

**Meets Construction Checklist Requirements # 9
Disadvantaged Business Enterprise (DBE) and Bid Opportunity**

LAP DIVISION 1 SPECIFICATIONS.

(REV 2-11-16)

From Section 7 (FHWA 1273, Wage Rates, E-Verify, Title VI, DBE, and On-The-Job Training):

7-24 Disadvantaged Business Enterprise Program.

7-24.1 Disadvantaged Business Enterprise Affirmative Action Plan: Prior to award of the Contract, have an approved Disadvantaged Business Enterprise (DBE) Affirmative Action Program Plan filed with the Equal Opportunity Office. Update and resubmit the plan every three years. No Contract will be awarded until the Department approves the Plan. The DBE Affirmative Action Program Plan is incorporated into and made a part of the Contract.

7-24.2 Required Contract and Subcontract DBE Assurance Language: In accordance with 49 CFR 26.13 (b), the Contract FDOT signs with the Contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance: "The Contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted Contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the recipient deems appropriate."

7-24.3 Plan Requirements: Include the following in the DBE Affirmative Action Program Plan:

1. A policy statement, signed by an authorized representative (president, chief executive officer, or chairman of the contractor), expressing a commitment to use DBEs in all aspects of contracting to the maximum extent feasible, outlining the various levels of responsibility, and stating the objectives of the program. Circulate the policy statement throughout the Contractor's organization.

2. The designation of a Liaison Officer within the Contractor's organization, as well as support staff, necessary and proper to administer the program, and a description of the authority, responsibility, and duties of the Liaison Officer and support staff. The Liaison Officer and staff are responsible for developing, managing, and implementing the program on a day-to-day basis for carrying out technical assistance activities for DBEs and for disseminating information on available business opportunities so that DBEs are provided an equitable opportunity to participate in Contracts let by the Department.

3. Utilization of techniques to facilitate DBE participation in contracting activities which include, but are not limited to:

a. Soliciting price quotations and arranging a time for the review of Plans, quantities, specifications, and delivery schedules, and for the preparation and presentation of quotations.

b. Providing assistance to DBEs in overcoming barriers such as the inability to obtain bonding, financing, or technical assistance.

c. Carrying out information and communication programs or workshops on contracting procedures and specific contracting opportunities in a timely manner, with such programs being bilingual where appropriate.

d. Encouraging eligible DBEs to apply for certification with the Department.

e. Contacting Minority Contractor Associations and city and county agencies with programs for disadvantaged individuals for assistance in recruiting and encouraging eligible DBE contractors to apply for certification with the Department.

7-24.4 DBE Records and Reports: Submit the following through the Equal Opportunity Compliance System:

1. DBE Commitments - at or before the Pre-Construction Conference.
2. Report monthly, through the Equal Opportunity Compliance System on the Department's Website, actual payments (including retainage) made to DBEs for work performed with their own workforce and equipment in the area in which they are certified. Report payments made to all DBE and Minority Business Enterprise (MBE) subcontractors and DBE and MBE construction material and major suppliers.

The Equal Opportunity Office will provide instructions on accessing this system. Develop a record keeping system to monitor DBE affirmative action efforts which include the following:

1. the procedures adopted to comply with these Specifications;
 2. the number of subordinated Contracts on Department projects awarded to DBEs;
 3. the dollar value of the Contracts awarded to DBEs;
 4. the percentage of the dollar value of all subordinated Contracts awarded to DBEs as a percentage of the total Contract amount;
 5. a description of the general categories of Contracts awarded to DBEs;
- and

6. the specific efforts employed to identify and award Contracts to DBEs.

Upon request, provide the records to the Department for review.

Maintain all such records for a period of five years following acceptance of final payment and have them available for inspection by the Department and the Federal Highway Administration.

7-24.5 Counting DBE Participation and Commercially Useful Functions:

49 CFR Part 26.55 specifies when DBE credit shall be awarded for work performed by a DBE. DBE credit can only be awarded for work actually performed by DBEs themselves for the types of work for which they are certified. When reporting DBE Commitments, only include the dollars that a DBE is expected to earn for work they perform with their own workforce and equipment. Update DBE Commitments to reflect changes to the initial amount that was previously reported or to add DBEs not initially reported.

When a DBE participates in a contract, the value of the work is determined in accordance with 49 CFR Part 26.55, for example:

1. The Department will count only the value of the work performed by the DBE toward DBE goals. The entire amount of the contract that is performed by the DBE's own forces (including the cost of supplies, equipment and materials obtained by the DBE for the contract work) will be counted as DBE credit.

2. The Department will count the entire amount of fees or commissions charged by the DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services or for providing bonds or insurance specifically required for the performance of a Department-assisted contract, toward DBE goals, provided that the Department determines the fees to be reasonable and not excessive as compared with fees customarily followed for similar services.

3. When the DBE subcontracts part of the work of its contract to another firm, the Department will count the value of the subcontracted work only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.

4. When a DBE performs as a participant in a joint venture, the Department will count the portion of the dollar value of the contract equal to the distinct, clearly defined portion of the work the DBE performs with its own forces toward DBE goals.

5. The Contractors shall ensure that only expenditures to DBEs that perform a commercially useful function (CUF) in the work of a contract may be counted toward the voluntary DBE goal.

6. A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself.

7. Contractors wishing to use joint checks involving DBE credit must provide written notice to the District Contract Compliance Office prior to issuance of the joint check. The Contractor must also provide a copy of the notice to the DBE subcontractor and maintain a copy with the project records.

8. To determine whether a DBE is performing a commercially useful function, the Department will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and other relevant factors.

9. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation.

10. If a DBE does not perform or exercise responsibility for at least 30% of the total cost of its contract with its own workforce, or if the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, the DBE has not performed a commercially useful function.

7-24.6 Prompt Payments: Meet the requirements of 9-5 for payments to all DBE subcontractors.

**Meets Construction Checklist Requirements # 10
E-Verify**

LAP DIVISION 1 SPECIFICATIONS.
(REV 2-11-16)

7-28 E-Verify.

The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term

**Meets Construction Checklist Requirement #11
Equal Employment Opportunity**

LAP DIVISION 1 SPECIFICATIONS.

(REV 2-11-16)

7-30 Title VI Assurance – DOT 1050.2A, Appendix A and Appendix E.

7-30.1 Appendix A: During the performance of this Contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the “Contractor”) agrees as follows:

1. Compliance with Regulations: The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the US Department of Transportation (hereinafter, “USDOT”) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

2. Nondiscrimination: The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the basis of race, color, national origin or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for subcontractors, including procurements of materials and equipment: In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor’s obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, or sex.

4. Information and Reports: The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Florida Department of Transportation or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, order and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the Florida Department of Transportation, or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of the Contractor’s noncompliance with the nondiscrimination provisions of this Contract, the Florida Department of Transportation shall impose such Contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

a. withholding of payments to the Contractor under the Contract until the Contractor complies, or

b. cancellation, termination or suspension of the Contract, in whole or in part.

6. Incorporation of Provisions: The Contractor shall include the provisions of the 7-30.1 through 7-30.6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the Florida Department of Transportation or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the Florida Department of Transportation to enter into such litigation to protect the interests of the Florida Department of Transportation, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

7-30.2 Appendix E: During the performance of this Contract, the Contractor, for itself, its assignees, and successor **7-30 Title VI Assurance – DOT 1050.2A, Appendix A and Appendix E.**

7-30.1 Appendix A: During the performance of this Contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the “Contractor”) agrees as follows:

1. Compliance with Regulations: The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the US Department of Transportation (hereinafter, “USDOT”) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

2. Nondiscrimination: The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the basis of race, color, national origin or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for subcontractors, including procurements of materials and equipment: In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor’s obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, or sex.

4. Information and Reports: The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Florida Department of Transportation or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, order and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the Florida

Department of Transportation, or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the Florida Department of Transportation shall impose such Contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

a. withholding of payments to the Contractor under the Contract until the Contractor complies, or

b. cancellation, termination or suspension of the Contract, in whole or in part.

6. Incorporation of Provisions: The Contractor shall include the provisions of the 7-30.1 through 7-30.6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the Florida Department of Transportation or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the Florida Department of Transportation to enter into such litigation to protect the interests of the Florida Department of Transportation, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

7-30.2 Appendix E: During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor" agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;

2. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired of Federal or Federal-aid programs and projects);

3. Federal-Aid Highway Act of 1973, (23 U.S.C § 324 et seq.), (prohibits discrimination on the basis of sex);

4. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;

5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);

6. Airport and Airway Improvement Act of 1982, (49 U.S.C. 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color national origins or sex);

7. The Civil Rights Restoration Act of 1987 (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid

recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

8. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

s in interest (hereinafter referred to as the “Contractor” agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;

2. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired of Federal or Federal-aid programs and projects);

3. Federal-Aid Highway Act of 1973, (23 U.S.C § 324 et seq.), (prohibits discrimination on the basis of sex);

4. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;

5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);

6. Airport and Airway Improvement Act of 1982, (49 U.S.C. 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color national origins or sex);

7. The Civil Rights Restoration Act of 1987 (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

8. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

7-31 Cargo Preference Act – Use of United States-flag vessels.

Pursuant to Title 46CFR Part 381, the Contractor agrees

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph 1 of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

3. To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

will be correspondingly modified, if the Contractor so requests, before commencing the work attributable to such alterations or modifications.

21. EXTRA WORK

21.1 The Contractor shall do all extra work that may be ordered in writing by the Owner or the Owner's Engineer acting on the specific authority of the Owner arising out of the modification of the Specifications or Drawings made or approved by the Owner. For this work, the Contractor shall be paid at the rates named in the Contract for work of a similar nature and character. If the extra work be of a class for which no rate is fixed in the Contract, the actual reasonable cost as determined by the Owner's Engineer, plus fifteen percent of said cost for profit and general expense shall be paid the Contractor. No claim for extra work shall be allowed unless the same was ordered in writing as aforesaid, and the claim presented at the time of the first estimate after the work is done.

21.2 Except as hereinafter provided, all extra work ordered and performed in accordance with the above paragraph will be paid for at the price in the written order for such work. This price (or rate) shall have been approved by the Owner and mutually agreed by the Contractor and the Owner's Engineer to be suitable compensation for the contemplated extra work. However, if the Contractor and Owner's Engineer fail to agree on an equitable price for any extra work ordered, it shall be performed by using labor, tools, equipment, and materials as may be specified by the Owner's Engineer, and will be paid for in the following manner:

(a) For all labor, including a foreman in direct charge of the specified operations, the Contractor shall receive a sum equal to the current local rate of wages for every hour that the labor is actually engaged in such work, to which shall be added an amount equal to fifteen percent (15) of such sum, and the total thereof shall be full compensation to the Contractor for general supervision and for furnishing and repairing small tools and ordinary equipment used in doing the extra work. In addition, the Contractor shall be paid the actual wages paid to such labor.

(b) For all materials used, the Contractor shall receive the actual cost of such materials, including freight charges, as shown by original receipted bills, to which costs shall be added an amount equal to ten percent (10%) thereof.

(c) For any special machinery or special equipment, including fuel and lubricants there for, required for the economical performance of extra work, the Owner's Engineer shall allow the Contractor a reasonable rental price, to be agreed upon in writing before such work is begun, for every hour that such special machinery or equipment is used on the extra work.

21.3 The compensation herein provided shall be received and accepted by the Contractor as payment in full for all extra work done.

21.4 The Contractor's representative and the Owner's Resident Construction Monitor shall compare records of extra work done at the end of each day. Such records shall be made in triplicate upon a form provided for such purpose by the Owner's Engineer and shall be signed by both the representatives referred to herein, one copy being submitted to the Owner's Engineer, a second copy being submitted to the Owner, and the third copy being retained by the Contractor.

21.5 Contractor force account work shall be done in compliance with Article 4-3 of FDOT Standard Specifications, 2016 Edition. Contractor shall provide written notification of any differing site conditions within 24-hours of becoming aware of such condition.

21.6 Where extra work is performed by a subcontractor, the Contractor is limited to a total of 15% of the subcontractor charges as overhead, profit, insurance, bonding, etc.

22. FAILURE TO PERFORM WORK

22.1 At Owner's option, if the Contractor shall fail to begin the work called for by the Contract within the time specified, or fail to perform the work continuously with sufficient workers and equipment or with sufficient materials to insure the prompt completion of the work within the prescribed time, or shall perform the work unsatisfactorily, or shall neglect or refuse to remove materials or to perform such work as shall be rejected as defective and unsuitable, or shall discontinue the prosecution of the work, or shall become insolvent, or be declared bankrupt, or shall commit any act of bankruptcy or insolvency, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever shall not carry on the work in an acceptable manner, the Owner may give notice in writing to the Contractor and to the Surety of such delay, neglect or default, specifying the conditions pertaining thereto and directing the Contractor to correct the same.

22.2 If the Contractor shall not correct such conditions within a period of five (5) calendar days after receipt of such notice, the Owner shall, upon written report from the Owner's Engineer reciting the facts of such delay, neglect or default, have full power and authority, without violating the Contract, to take the prosecution of the work out of the hands of the Contractor, to appropriate or use any or all materials and equipment on the grounds as may be suitable and acceptable, to enter into an agreement with another Contractor for the completion of the work or to use such other methods as, in the opinion of the Owner, shall be required for the completion of the work in an acceptable manner.

22.3 All costs and charges incurred by the Owner together with the costs of completing the work under the Contract, shall be deducted from any monies due or which may become due. In the event that the expense so incurred by the Owner shall be less than the sum which would have been payable under the Contract if the work had been completed by the Contractor, the Contractor shall be entitled to receive the difference; in case such expense shall exceed the sum which would have been payable under the Contract, the Contractor and the Surety shall be liable and shall pay to the Owner the amount of such excess.

23. TERMINATION

23.1 In the event Owner does not choose the notice and possible cure option described in Article 23 above, the performance of work under this Contract may be terminated by the Owner in accordance with this clause in whole, or from time to time in part, whenever the Owner shall determine that such termination is necessary. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.

23.2 After receipt of a Notice of Termination, and except as otherwise directed by the Owner or the Owner's Engineer, the Contractor shall:

- (a) Stop work under this Contract on the date and to the extent specified in the Notice of Termination.
- (b) Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under this Contract as is not terminated.

- (c) Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination.
- (d) Assign to the Owner, in a manner, at the times, and to the extent directed by the Engineer, all of the right, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the Owner shall have the right, in the Owner's discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
- (e) Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Owner to the extent the Owner may require, which approval or ratification shall be final for all the purposes of this clause.
- (f) Transfer title and deliver to the Owner, in the manner, at the times, and to the extent, if any directed by the Engineer, the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the work terminated by the Notice of Termination.
- (g) Complete performance of such part of the work as shall not have been terminated by the Notice of Termination.
- (h) Take action as may be necessary or as the Owner may direct, for the protection and preservation of the property related to this Contract which is in the possession of the Contractor and in which the Owner has or may acquire an interest.

23.3 After receipt of a Notice of Termination, the Contractor shall submit to the Owner the Contractor's termination claim, in the form and with the certification prescribed by the Owner or the Owner's Engineer. Such claim shall be submitted promptly, but in no event later than one month from the effective date of termination unless one or more extensions in writing are granted by the Owner. No claim will be allowed for machinery and equipment rental expense incurred after the effective date of the Notice of Termination. Upon failure of the Contractor to submit a termination claim within the time allowed, the Owner or the Owner's Engineer shall determine, on the basis of information available to the Owner or the Owner's Engineer, the amount, if any, due to the Contractor by reason of the termination and shall thereupon advise the Owner the amount so determined.

- 23.4** The Contractor and the Owner may agree upon the whole or any part of the amount or amounts to be paid to the Contractor by reason of the total or partial termination of work pursuant to this clause, which amount or amounts may include a reasonable allowance for profit on work done; provided, that such agreed amount or amounts, exclusive of settlement costs shall not exceed the total Contract price as reduced by the amount of payments otherwise made and as further reduced by the Contract price of work not terminated. The Contract shall be amended accordingly and the Contractor shall be paid the agreed amount. Nothing in this clause, prescribing the amount to be paid to the Contractor in the event of failure of the Contractor by reason of the termination of work pursuant to this clause, shall be deemed to limit, restrict, or otherwise determine or affect the amount or amounts which may be agreed upon to be paid to the Contractor pursuant to this Paragraph.
- 23.5** In the event of the failure of the Contractor and the Owner to agree as provided in the preceding paragraph on the whole amount to be paid to the Contractor by reason of the termination of work pursuant to this Article, the Owner or the Owner's Engineer shall determine, on the basis of information available to the Owner or the Owner's Engineer, with respect to all Contract work performed prior to the effective date of the Notice of Termination, the total (without duplication of any items) of the cost of such work and a sum, as a profit, equal to two percent (2%) of said cost of the work, which represents the cost of articles or materials delivered to the site, but not incorporated in the work and in place on the effective date of the Notice of Termination, plus a sum equal to eight percent (8%) of the remainder to such amount, but the aggregate of such sums shall not exceed six percent (6%) of the whole of the amount determined above; provided, however, that if it appears that the Contractor would have sustained a loss on the entire Contract had it been completed, no profit shall be included or allowed under this paragraph and an approximate adjustment shall be made reducing the amount of the settlement to reflect the indicated rate of loss.
- 23.6** The total sum to be paid to the Contractor shall not exceed the total Contract price as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated. Except for normal spoilage, and except to the extent that the Owner shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to the Contractor the fair value, as determined by the Owner's Engineer, of property which is destroyed, lost, stolen, or damaged so as to become undeliverable to the Owner.

23.7 In arriving at the amount due the Contractor under this clause there shall be deducted (1) all unliquidated advance or other payment on account theretofore made to the Contractor, applicable to the terminated portion of this contract, (2) any claim which the Owner may have against the Contractor in connection with this Contract, and (3) the agreed price for, or the proceeds of sale of, any materials, supplies, or other things kept by the Contractor or sold, pursuant to the provisions of this clause, and not otherwise recovered by or credited to the Owner.

24. ASSIGNMENT OF CONTRACT

24.1 No assignment by the Contractor of this Contract or of any part thereof, or any monies due, or to become due thereunder shall be made without the prior approval of the Owner, which approval will be given only after the Surety on the Performance and Payment Bonds has informed the Owner in writing that it has no objection to such assignment being made.

24.2 In the event that the Contractor shall undertake to assign all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a provision substantially to the effect that it is agreed that the rights of the assignee in and to any of such monies shall be subject to the prior liens of all persons for services rendered or materials supplied for the performance of all work embraced by this Contract.

25. SUBCONTRACTORS

25.1 The Contractor may utilize the services of specialty subcontractors on those parts of the work which under normal contracting practices are performed by such specialty subcontractors. The Contractor shall perform with its own organization work amounting to not less than 40% of work on Federal-aid roadways.

25.2 The Contractor shall not award any work to any subcontractor without prior written approval of the Owner. The Contractor shall be required to submit FDOT Form No. 700-010-36, *Certification of Sublet Work*, and a schedule showing the appropriate pay items to be sublet. Any changes to the *Certification of Sublet Work* shall require the Contractor to submit a revised *Certification of Sublet Work* form to the Owner for approval.

The Contractor shall execute all agreements to sublet work in writing and include all pertinent provisions and requirements of the Contract Documents and incorporate the FHWA Form 1273.

The Contractor shall be as fully responsible to the Owner for the acts and omissions of the Contractor's subcontractors, and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by the Contractor. Nothing contained in the Contract Documents shall create any contractual relations between any subcontractor and the Owner.

25.3 The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the Contract Documents insofar as applicable to the work of Subcontractors, and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the Contract Documents.

26. SEPARATE CONTRACTS

26.1 The Owner reserves the right to let other contracts in connection with this project. The Contractor shall afford other contractors a reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall properly connect and coordinate the Contractor's work with theirs.

26.2 If any part of the Contractor's work depends for proper execution or results upon the work of any other contractor, the Contractor shall examine and promptly report to the Owner and Owner's Engineer any defects in such work that renders it unsuitable for such proper execution and results. The Contractor's failure to so inspect and report shall constitute the Contractor's acceptance, at the Contractor's own risk, of the other contractor's work as fit and proper for the reception of the Contractor's work, except as to defects which may develop in the other contractor's work after the execution of the work under this Contract.

26.3 To ensure the proper execution of the Contractor's subsequent work, the Contractor shall measure work already in place and shall at once report to the Owner and Owner's Engineer any discrepancy between the executed work and the Drawings.

27. DISTRIBUTION OF WORK

27.1 The arrangement of the Specifications in sections, under general titles descriptive of the principal materials or trades covered, is for convenience. This subdivision follows trade practice as far as

seems practical without unreasonably complicated or minute breakdown. Under many divisions it has seemed proper to include items of other trades or types of materials, the use or the installation of which is closely related to the principal subject of that division. Such arrangement shall not operate to make the Owner's Engineer an arbitrator to establish subcontract limits between Contractor and Subcontractor.

27.2 The Contractor and all Subcontractors shall study the Drawings and Specifications in sufficient detail to assure that all required items are included. It shall be the General Contractor's responsibility to so arrange and distribute the work that all required items are provided by the proper trades and at the proper times, without controversy as to contract obligation, or as to jurisdiction, and the Contractor shall make all necessary adjustments to this end.

28. NO WAIVER OF LEGAL RIGHTS

28.1 Observation by the Owner's Engineer, Resident Construction Monitor, or by any duly authorized representatives, any measurement or report by the Owner's Engineer, any order by the Owner for the payment of money, any payment for or acceptance of any work or any extension of time or any possession taken by the Owner shall not operate as a waiver of any provision of this Contract, or any power therein preserved to the Owner, or of any right to damages therein provided. Any waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach.

28.2 The Owner reserves the right to correct any error that may be discovered in any estimate that may have been paid, and to adjust the same to meet requirements of this Contract. The Owner further reserves the right, should proof of defective work on the part of the Contractor be discovered after the final payment has been made, to claim and recover by process of law, such sums as may be sufficient to correct the error, or make good the defects in the work.

28.3 Any waiver of any provision of the Contract Documents shall be specific, shall apply only to the particular item or matter concerned and shall not apply to other similar or dissimilar items or matters.

29. SCOPE OF PAYMENT AND PAY QUANTITY

29.1 The Contractor shall receive and accept the compensation as herein provided in full payment for furnishing all materials, labor, tools, equipment and Transportation, and for performing all work required to complete the work under this Contract; and also in full payment for

all loss or damage arising from the nature of the work or from the action of the elements, or from any unforeseen difficulties which may be encountered during the prosecution of the work until its final acceptance by the Owner.

29.2 The prices stated in the Proposal include all costs and expenses for labor, equipment, materials, commissions, Transportation charges and expenses, patent fees and royalties, labor for handling materials during observation and/or inspection, together with any and all other costs and expenses for performing and completing the work as specified.

29.3 Where the pay quantity for any item is designated to be based on plan quantity, such quantity will be revised only in the event that it is determined to be significantly in error. Any error shall be deemed significant if the quantity will increase or decrease in excess of five (5) percent of the original plan quantity for such item or the amount due to that item will increase or decrease in excess of \$5,000.00 (whichever is smaller). In general, such revisions, where significant, will be determined by final measurement and/or plan calculations as additions to or deductions from original plan quantities.

30. BASIS OF PAYMENT

30.1 The basis of payment shall be the Contract Unit Prices and/or Contract Lump Sum Price named in the Proposal.

31. PARTIAL AND FINAL PAYMENTS

31.1 For the purpose of preparing a monthly estimate for partial payment, the Owner or the Owner's Engineer will make an approximate estimate of the value of all work done as of the last day of each calendar month, and will deduct five percent (5%) thereof and all previous payments and charges, and the balance will be paid by the Owner to the Contractor on or about thirty days after submittal to the Owner. The Contractor shall review and sign each monthly estimate and submit same to the Owner's Engineer to the Owner, as directed. Such submittal constitutes request for payment by Contractor. The five percent (5%) which is deducted each month is reserved by the Owner as a partial guaranty to the Owner of the faithful execution of this Contract. As a consideration of such payment of ninety percent (95%), the Owner shall have the right to enter upon and put into proper service any or all parts of the work which may be in condition for use; however, such use shall not be construed as the final acceptance and the commencement of the one (1) year guarantee bond period for any or all parts of the work, unless final acceptance

and payment is made for the complete project at that time. No claim or charge is to be made by the Contractor for such use, nor is such use to be construed as an acceptance by the Owner of any part of the work so used.

- 31.2 Upon receipt of written notice from the Contractor that the work has been completed in conformity with the Drawings and Specifications and any approved modifications thereto, the Owner or the Owner's Engineer shall promptly examine the work, the job area (which includes haul roads for damages from heavy loads), and making such tests as the Engineer may deem proper and using all of the care and judgment normally exercised in the examination of completed work by a properly qualified and experienced professional engineer, and shall be satisfied that the Contractor's statement appears to be correct. The Engineer shall then inform the Owner in writing that the Engineer has examined the work and that it appears to conform to the contract drawings, specifications, and any approved contract modifications and that therefore the Engineer recommends acceptance and final payment to the Contractor. However, it is agreed by the Owner and the Contractor that such statement by the Owner's Engineer does not in any way relieve the Contractor from the Contractor's responsibility to deliver a completed job in good and workmanlike condition, and does not render the Engineer or the Owner liable for any faulty work done or materials used by the Contractor.
- 31.3 The Owner or the Owner's Engineer will then make a final estimate of the value of all work done and will deduct therefrom all previous payments which have been made. If applicable, the Owner's Engineer will report such estimate to the Owner together with the Engineer's recommendation as to the acceptance of the work or the Engineer's findings as to any deficiencies therein. Such recommendation as to the acceptance of the work by the Owner's Engineer will be made to the Engineer's best knowledge and belief. After receipt and acceptance by the Owner of the properly executed Affidavit and the original Release of Lien and within sixty (60) days after approval of the Engineer's final estimate and recommendation by the Owner, the amount of the estimate, less any charges or damages herein provided for, will be paid. Upon such final payment, the Owner shall be released by the Contractor from all liability whatever growing out of this Contract, except for the balance, if any, of such amount as may have been retained to cover charges, claims or damages, as specified; and if the Owner is satisfied that no such charges, claims or damages exist or will arise, no such amount will be retained. All prior estimates are subject to correction in the final estimate.

- 31.4** Each request for a partial payment shall be submitted on an Application for Payment Form which shall be accompanied by an executed copy of the Certification of Contractor as provided in these documents.
- 31.5** The General Contractor must provide Subcontractor(s) releases from the prior payment draw prior to making the next payment draw, and require Subcontractor Waivers of Rights Against Payment Bond for only the previous pay request. Notwithstanding the foregoing, pursuant to section 255.05(11), Florida Statutes, when the Contractor has furnished and recorded a payment and performance bond and provided the County with a written consent from the Surety regarding the Project or payment in question, no such waivers shall be required. The Surety may, in a writing served on the County, revoke its consent or direct that the County withhold a specific amount from a payment, which shall be effective upon receipt.
- 31.6** If during the final inspection, the Owner or the Owner's Engineer finds that the work is improperly performed or in any way inadequate and will require subsequent or additional inspections, the Contractor shall bear the expense of all such additional inspections at the rate of \$75.00 per hour. The inspection time shall include travel time from the Owner or the Owner's Engineer's office to the project site and back. If such additional inspections are required after the contract completion time, their expense shall be included in and covered by the liquidated damages.
- 31.7** The Owner may reduce the retainage from 5% of the contract amount to 0%, if Owner has certified that all of the construction work has been satisfactorily completed and the as-builts have been received and approved, and all paperwork is complete.
- 31.8** The Owner may make final payment retainage releases when all of the contract work has been completed, the as-builts have been received, all necessary paperwork has been received and approved, all original releases of liens have been received from the subcontractors and suppliers and there are no contract modifications to be approved by the Board of County Commissioners. If any of the aforementioned were to exist, Board approval of the release of retainage is required.
- 31.9** The Owner may issue joint checks to the Contractor and the Subcontractors when deemed appropriate by the Owner.

32. MEASUREMENT AND PAYMENT

32.1 Measurement and payment for work items for which direct payment is provided will be achieved as required by the Contract Documents. When no direct payment for work or materials is provided in the Contract Documents or shown, indicated or noted on the Drawings, compensation therefor shall be included in the Contract Unit or Lump Sum Prices for the several pay items under this Contract and shown and listed in the Proposal.

32.2 There will be no payment for overhead, profit, or miscellaneous expenses for any totally deleted items from the contract which have been deleted in a timely manner.

33. AFFIDAVIT AND RELEASE OF LIEN

33.1 When the work has been completed, the Contractor shall execute a Final Release of Lien and an Affidavit declaring that all bills have been paid in full. Notwithstanding the foregoing, pursuant to section 255.05(11), Florida Statutes, when the Contractor has furnished and recorded a payment and performance bond and provided the County with a written consent from the Surety regarding the Project of payment in question, no such waivers shall be required.

33.2 These documents will be furnished to the Owner on those forms which appear on the following pages.

**APPLICATION FOR PAYMENT
BREVARD COUNTY PUBLIC WORKS DEPARTMENT
FOR THE WICKHAM ROAD AND STADIUM PARKWAY ROADWAY AND
SIGNALIZATION IMPROVEMENTS**

**CONTRACTOR:
CONTRACT NO.
PAGE 1 OF**

- | | | |
|-----------|---|-----------------|
| 1. | Extra work performed to date: | \$ _____ |
| 2. | Gross value to date: | \$ _____ |
| 3. | Five percent retained: | \$ _____ |
| 4. | Net amount due to date: | \$ _____ |
| 5. | Less previous net amount: | \$ _____ |
| 6. | Less other deductions (re-tests, asbuilts, videos, etc.) | \$ _____ |
| 7. | Balance due for this payment: | \$ _____ |

**CONTRACTOR'S CERTIFICATION
I CERTIFY THAT THIS ACCOUNT IS CORRECT AND JUST AND THAT
THE ITEMS OF WORK HEREIN HAVE BEEN COMPLETED**

SIGNED:

Note: This form will be generated by the Owner. When submitted for payment this form must be accompanied with the Certification of Contractor Form.

AFFIDAVIT

STATE OF FLORIDA)
 ss
COUNTY OF _____)

Before me, the undersigned authority, authorized to administer oaths and take acknowledgments, personally appeared _____, who, after being first duly sworn, upon oath deposes and says that all lienors contracting directly with, or directly employed by (him, them, it) and that all taxes imposed by Chapter 212, Florida Statutes (Sales and Use Tax Act) as amended, have been paid and discharged, and that all bills, wages, fees, claims and other charges incurred by _____ for the Wickham Road and Stadium Parkway Roadway and Signalization Improvements.

SIGNED: _____

By: _____

WITNESSES:

SWORN AND SUBSCRIBED TO BEFORE ME THIS _____ day of _____, 20____ A.D.

Notary Public
State of Florida-at-Large
My commission expires: _____
My commission number is: _____

**WAIVER OF RIGHTS AGAINST PAYMENT BOND
UPON MONTHLY PARTIAL PAYMENT**

The undersigned lienor, in consideration of the monthly partial payment in the amount of \$_____ hereby waives and releases its lien and rights to claim a payment against the payment bond for labor, services or materials furnished through (date) _____ on the project of Brevard County as described below:

**WICKHAM ROAD AND STADIUM PARKWAY ROADWAY AND SIGNALIZATION
IMPROVEMENTS**

The waiver and release does not cover any retention of labor, services, or materials furnished after the date specified.

Dated on _____, 20__.

Claimant's Name _____

Address _____

By _____

Printed Name _____

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me this ____ day of _____, 20__, by _____, who is either personally known to me or produced _____, as identification, and who did/did not take an oath.

Notary Public Signature

My Commission Expires:

Notary Public Name (typed or printed)

**WAIVER OF RIGHTS AGAINST PAYMENT BOND
UPON FINAL PAYMENT**

The undersigned lienor, in consideration of the final payment in the amount of \$_____ hereby waives claimant and releases its lien and rights to claim payment for labor, services or materials furnished to (Contractor) _____ on the project of Brevard County as described below:

**WICKHAM ROAD AND STADIUM PARKWAY ROADWAY AND SIGNALIZATION
IMPROVEMENTS**

dated on _____, 20__.

Claimant's Name _____

Address _____

By _____

Printed Name _____

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me this ____ day of _____, 20__, by _____, who is either personally known to me or produced _____, as identification, and who did/did not take an oath.

Notary Public Signature

My Commission Expires:

Notary Public Name (typed or printed)

34. MATERIALS STORED

34.1 No partial payment will be made for materials, supplies, or equipment stored.

35. CLEANUP

35.1 The Contractor shall keep the premises, site, drainage pipes and structures, and/or right of way free from accumulations of waste materials, rubbish and other debris resulting from the work. Upon completion of the work and before acceptance and final payment will be made, the Contractor shall clean and remove from the site, the right of way and adjacent property, all surplus and discarded materials, rubbish and temporary structures; restore in an acceptable manner all property, both public and private, which has been damaged during the prosecution of the work; and shall leave the site and vicinity unobstructed and in a neat and presentable condition throughout the entire area or length of the work under contract. The placing of materials of every character, rubbish, or equipment on abutting property, with or without the consent of the property owners, shall not constitute satisfactory disposal. If the work is of such character as may be done by blocks or sections, the Contractor may be required to remove promptly and dispose of accumulated rubbish, debris or surplus materials from blocks or sections as completed or partially completed.

35.2 In the event of delay exceeding two days after written notice is given to the Contractor by the Owner's Engineer to remove such rubbish or materials, or to restore displaced or damaged property, the Owner may employ such labor and equipment as the Owner may deem necessary for the purpose and the cost of such work, together with the cost of supervision, shall be charged to the Contractor, and shall be deducted from any money due the Contractor on the monthly or final estimate. No contract shall be considered as having been completed until all rubbish and surplus materials have been removed and properly disposed of.

36. RECOVERY RIGHTS SUBSEQUENT TO FINAL PAYMENT

36.1 The Owner reserves the right, should an error be discovered in the partial or final estimates, or proof of defective work or materials used by or on the part of the Contractor be discovered after the final payment has been made to claim and recover from the Contractor or the Surety, or both, by process of law, such sums as may be sufficient to correct the error or make good the defects in the work and materials.

37. GENERAL GUARANTEE

37.1 Neither the final acceptance or payment by the Owner nor any provision of the Contract Documents, nor partial or entire use of the premises (work) by the Owner shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy all defects in the work and pay for all damage to other work, person or property resulting therefrom which shall appear within one (1) year from the date of final acceptance unless a longer period is specified. The Owner will give notice of observed defects with reasonable promptness. The Surety shall be bound with and for the Contractor in the Contractor's faithful observance of the General Guarantee.

38. LIQUIDATED DAMAGES

38.1 The schedule of damages listed in Section 8, Article 8-10.2 (Amount of Liquidated Damages) of the FDOT Standard Specifications 2016 will be followed in setting liquidated damages as indicated below:

Original Contract Amount	Daily Charge Per Calendar Day
\$50,000 and under	\$763
Over \$50,000 but less than \$250,000.....	\$958
\$250,000 but less than \$500,000.....	\$1,099
\$500,000 but less than \$2,500,000.....	\$1,584
\$2,500,000 but less than \$5,000,000.....	\$2,811
\$5,000,000 but less than \$10,000,000.....	\$3,645
\$10,000,000 but less than \$15,000,000.....	\$4,217
\$15,000,000 but less than \$20,000,000.....	\$4,698
\$20,000,000 and over	\$6,323 plus
0.00005 of any amount over \$20 million (Round to nearest whole dollar)	

39. PUBLIC CONSTRUCTION PERFORMANCE AND PAYMENT BONDS

39.1 Within ten (10) days of execution of the project contract, by both parties, the Contractor shall provide to the Owner a copy of the Public Construction Performance Bond and the Public Construction Payment Bond that has been officially recorded in the office of the Brevard County Clerk of the Court, and shall provide a copy of same to each and every subcontractor approved by the Owner for the project, and notify them of deadlines to make claims under said

bonds. The Powers Of Attorney must be recorded with the bonds. Payment for the recording is incidental to the contract.

40. DISPUTE RESOLUTION

40.1 Within three (3) days after denial of the Contractor's change order request in an amount, individually or in total, less than the authorized purchasing level approved for the County Manager by the County Commission (currently at \$100,000) the Contractor may submit to the County Manager or designee with experience in the oversight of construction projects for a department or business other than the department responsible for monitoring the disputed request, documentation of the Contractor's position in the dispute or disagreement. The County Manager or designee, within five (5) days after the receipt of the Contractor's documentation, shall review the request and make a final determination as to whether denial was arbitrary or capricious based upon the sufficiency of the work under the terms of the contract, applicable regulations and relevant construction standards. Based upon the sufficiency and degree of completion, as well as any defects in the work and the amount reasonably required, if any, to correct or repair defective work, the reviewer shall make the final determination as to whether a written change order should be approved by the County Manager.

If the denied request or disputed amount exceeds the County Manager's purchasing authority, the County Manager shall present a report, recommendation and the Contractor's claim and documentation, to the County Commission for a final determination within thirty (30) days after receiving the Contractor's documentation for the claim. The Commission shall make its decision using the standards specified in subparagraph 40.1 above.

40.2 Within thirty (30) days after denial of a request for a change order involving 1] an amount in excess of the County Manager's purchasing authority or 2] for the amount the Contractor claims to be due at the time the Project is ready for beneficial use or occupation, the Owner may, at the Owner's option in lieu of the procedure specified in subparagraph 40.1, submit the dispute to a mediator with knowledge or experience in construction management, as agreed upon by the Parties. Upon referral to a mediator, the Owner and Contractor shall each pay half the estimated cost of the mediator, up front. Within thirty (30) days after the date of submittal, the mediator, applying the standards set forth in subparagraph 40.1, shall investigate the dispute and submit a written recommendation for disposition of the dispute to the County Manager or designee with the qualifications specified in subparagraph 40.1. Within thirty (30) days after receiving the

mediator's recommendation, the County Manager shall submit the recommendation to the County Commission, along with a staff report analyzing the dispute and mediator's recommendation. Based on the standards set forth in subparagraph 40.1 above, the Commission shall decide whether to grant or deny, in whole or in part, the amounts recommended by the mediator. The Commission's decision will be deemed final action on the disputed claim for the purposes of ripening the decision for judicial review. If the mediator recommends that no change order be granted, the contractor shall reimburse the Owner any amounts paid by the Owner to the mediator.

- 40.3 The deadlines for completing the dispute resolution process described in subparagraphs 40.1 and 40.2 may be extended by mutual agreement of the Owner and Contractor.

SECTION VIII

SPECIAL CONDITIONS

1. STANDARD DOCUMENTS

- 1.1 Construction shown on the Drawings shall conform to Divisions II and III of the Florida Department of Transportation *Standard Specifications for Road and Bridge Construction*, dated January 2016, and the *FDOT Design Standards*, dated January 2016, except when superseded as otherwise noted.

2. COORDINATION OF PLANS AND SPECIFICATIONS

- 2.1 In case of discrepancy, computed dimensions shall govern over scaled dimensions; Drawings and Specifications shall take precedence as indicated in Article 2 of the General Conditions. The Contractor shall seek such clarification well in advance of actually needing the response (at least seven (7) working days).

- 2.2 In case of discrepancy, the governing order of the documents shall be as follows:

- (a) Addenda
- (b) Contract
- (c) Special Conditions
- (d) Roadway Drawings
Signalization Drawings
- (e) FDOT Design Standards (2016)
- (f) Supplemental Specifications
- (g) Brevard County Traffic Engineering Supplemental
Specifications for Signalization and Highway Lighting
- (h) FDOT Standard Specifications (2016)
- (i) General Conditions
- (j) Instructions to Bidders

3. REPRESENTATIVE FOR CONTRACT ADMINISTRATION

- 3.1 Notice is hereby served that B.S.E. Consultants, Inc. is the Engineer for the Design, Drawings, and Specifications. Routine daily construction observations, inspections, and routine acceptance of specified materials and workmanship remain the responsibility of the Owner or others the Owner designates for such work; e.g., the

Resident Construction Monitor. Additional details concerning contract administration is located throughout the Contract Documents.

4. LAYING OUT THE WORK

- 4.1 Prior to commencement of construction, the Engineer will have established vertical and horizontal controls throughout the site which the Contractor shall use in setting out the work. The Contractor shall be responsible for establishing all lines and grades together with all reference points, as required by the various trades for all work under this Contract. All required layout shall be done using competent and experienced personnel under the supervision of a Land Surveyor registered in the State of Florida.**
- 4.2 The Contractor shall provide all labor and instruments and stakes, templates, and other materials necessary for marking and maintaining all lines and grades. The lines and grades shall be subject to any checking the Owner or the Engineer may decide necessary. The Contractor shall maintain vertical and horizontal controls for use by utilities for utility relocation purposes where necessary.**
- 4.3 The Contractor shall employ only competent personnel and utilize only standard survey equipment in performing layout work. GPS equipment is not allowed. He shall not engage the services of any person or persons in the employ of the Owner for performance of layout work.**
- 4.4 Adequate field notes and records shall be kept as layout work is accomplished. These field notes and records shall be available for review by the Owner's Engineer and Owner as the work progresses, and copies shall be furnished to the Owner's Engineer and Owner at the time of completion of the project.**
- 4.5 Any inspection or checking of the Contractor's field notes or layout work by the Engineer, and the acceptance of all or any part thereof, shall not relieve the Contractor of his responsibility to achieve the lines, grades and dimensions shown in the Drawings and Specifications.**

- 4.6 Prior to final acceptance of the Project, the Contractor shall mark in a permanent manner on the surface of the completed work, all horizontal control points originally furnished by the Owner.
- 4.7 Where grades and/or cross sections are connected to existing improvements, elevations shall be checked to ensure a proper matching of these improvements. Any discrepancies between actual field conditions and the Drawings shall be reported to the Owner prior to installation or construction of the proposed improvements.
- 4.8 No separate cost item is provided for layout of the work, the cost of which shall be included in the unit prices of items in the Proposal.

5. USE OF EXPLOSIVES

- 5.1 No blasting shall be done except upon approval by the Owner and the governmental agencies or political subdivisions which have jurisdiction. When the use of explosives is approved by the Owner as necessary for the execution of the work, the Contractor shall use the utmost care so as not to endanger life or property, and assume responsibility for any such damage resulting from his blasting operations, and whenever directed, the number and size of the charges shall be reduced. All explosives shall be stored in a secure manner, and all such storage places shall be marked clearly, *"DANGEROUS EXPLOSIVES"*, and shall be in care of competent watchmen. All permits required for the use of explosives shall be obtained by the Contractor at his expense. All requirements of the governmental agencies issuing permits shall be observed.

6. USE OF PUBLIC STREETS

- 6.1 The use of public streets and alleys shall be such as to provide a minimum of inconvenience to the public and to other traffic. Any earth or other excavated material spilled from trucks shall be removed by the Contractor, and the streets cleaned to the satisfaction of the Owner.
- 6.2 Prior to construction, the Contractor shall designate all proposed haul roads to be used during the life of the project. Any earth or other materials spilled from trucks shall be removed by the Contractor, and streets cleaned to the satisfaction of the Owner. He further shall be responsible for repairs to any damages caused by his operations, prior to final payment.

7. CARE OF TREES, SHRUBS AND GRASS

7.1 The Contractor shall be fully responsible for maintaining in good condition all cultivated grass plots, trees and shrubs. Where maintained shrubbery, grass strips or area must be removed or destroyed incident to the construction operation, the Contractor shall, after completion of the work, replace or restore to the original condition all destroyed or damaged shrubbery or grass areas. Tree limbs where interfere with equipment operation and are approved for pruning shall be neatly trimmed and the tree cut coated with a tree paint. Contractor to trim vegetation to obtain minimum 10' vertical clearance above sidewalk at right of way line, as necessary.

8. OBSTRUCTIONS

8.1 All water pipes, storm drains, force mains, gas or other pipe, telephone or power cables or conduits, curbs, sidewalks, all house services and all other obstructions, whether or not shown, shall be temporarily removed from or supported across utility line or storm drain excavations. Where it is necessary to temporarily interrupt house or business services, the Contractor shall notify the house owner or occupant, both before the interruption, and again immediately before services is resumed. Before disconnecting any pipes or cables, the Contractor shall obtain permission from their owner, or shall make suitable arrangements for their disconnection by their owner. The Contractor shall be responsible for any damage to any such pipes, conduits or cables, and shall restore them to service promptly as soon as the work has progressed past the point involved. Approximate locations of known water, sanitary, drainage, power, telephone and gas installations along the route of new pipelines or in the vicinity of new work, but must be verified in the field by the Contractor. The Contractor shall locate and uncover these pipes, ducts, cables, etc., carefully, by hand, prior to installing new utility or storm drain lines, or removing existing lines. Any discrepancies or differences found shall be brought to the attention of the Owner's Engineer and the Resident Construction Monitor in order that necessary changes may be made to permit.

9. DAMAGE TO EXISTING STRUCTURES AND UTILITIES

9.1 The Contractor shall be responsible for making good all damage to pavement beyond the limits of this Contract, buildings, telephone or

other cables, water pipes, sanitary pipes, or other structures, which may be encountered, whether or not shown on the Drawings.

9.2 Concrete saddles shall be installed on all drainage pipe less than 18" over a water or sewer pipe. The cost for concrete saddles shall be measured and paid under the bid item for miscellaneous concrete.

9.3 Information shown on the Drawings as to the location of existing utilities has been prepared from the most reliable data available to the Engineer of Record. This information is not guaranteed, however, and it shall be the Contractors' responsibility to determine the location, character and depth of any existing utilities. The Contractor shall assist the utility companies, by every means possible, to determine said locations. Extreme caution shall be exercised to eliminate any possibility of any damage to utilities resulting from his activities.

10. NOTIFICATION TO UTILITY COMPANIES

10.1 The excavators shall comply with Florida Statute 553.851 regarding notification of existing gas and oil pipeline company owners, and shall also notify "Sunshine State One-Call" at 1-800-432-4770 prior to excavating. Evidence of such notice shall be furnished to the Owner prior to excavating.

11. SUBSURFACE INVESTIGATION

11.1 The Contractor shall be responsible for having determined to his satisfaction, prior to the submission of his bid, the nature and location of the work, the conformation of the ground, the character and quality of the substrata, the types and quantity of materials to be encountered, the nature of the ground water conditions, the character of equipment and facilities needed preliminary to and during the execution of the work, the general and local conditions and all other matters which can in any way affect the work under this contract. The prices established for the work to be done will reflect all costs pertaining to the work, insofar as this information is reasonably ascertainable from an inspection of the site, exploratory work done by the Engineer, and drawings and specifications included in the bid package. The Engineer and Owner assume no responsibility for any conclusions or interpretations made by the Contractor based on information made available by the Engineer. Nor does the Engineer or Owner assume responsibility for any understandings reached or

representations made concerning conditions that can affect the work by any of the Contractor's employees or agents unless that understanding or representation is expressly stated in the construction documents. Any claims for extras based on known substrata or ground water table conditions will not be allowed.

11.2 The soil borings delineated in the Drawings are made available as information only and solely for the convenience of bidders. The Owner and/or his Engineer does not warrant or guarantee the accuracy or correctness of this material with respect to actual subsurface conditions. Additional information on subsoil conditions has been obtained for use in the design by the Engineer and is made available in these documents.

11.3 Differing Site Conditions:

- (a) During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before they are disturbed and before the affected work is performed.
- (b) Required written notification shall be provided no later than twenty-four (24) hours after discovery of aforementioned differing site conditions.
- (c) Upon written notification, the Owner's Engineer will investigate the conditions, and if he determines that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding loss of anticipated profits, will be made and the contract modified in writing accordingly. The Owner or Owner's Engineer will notify the Contractor whether or not an adjustment of the contract is warranted.
- (d) No contract adjustment which results in a benefit to the Contractor will be allowed unless the Contractor has provided the required written notice.

- (e) No contract adjustment will be allowed under this section for any effects caused to any other projects.

12. CONTRACT TIME

12.1 Contract time on this project will be charged on a calendar day basis. A total of 210 calendar days are allowed for completion of this work.

- (a) Contract time has been established as 180 calendar days (10 hour daylight period) from the issuance of a Notice to Proceed to Substantial Completion, with an additional 30 calendar days to final acceptance. The total contract time includes the estimated production period for material procurement by the Contractor. Contract time shall not be extended for rain delays. The Owner may consider granting time extensions as stipulated in Section 8-6.1.1 of FDOT Specifications for temporary suspension of work due to adverse weather conditions due to catastrophic occurrences.
- (b) Normal local weather conditions have been considered in the establishment of contract time. The Contractor expressly acknowledges that unfavorable working conditions will exist at the work site as a result of normal local weather.

The Contractor shall take into consideration local weather conditions in planning and scheduling of the work to ensure the completion of the work within the contract time provided. No time extensions will be granted for the Contractor's failure to take into account such weather conditions for the location of the work and for the period of time in which the work is to be accomplished.

- (c) **Change of Contract Time**
 - (1) The contract times (or Milestones) may only be changed by a Contract Change Order. Any claim for adjustment of the contract time (or Milestones) shall be based on written notice delivered by the party making the claim to the other party and to Engineer promptly (but in no event later than thirty (30) days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the extent of the claim

with supporting data shall be delivered within sixty (60) days after such occurrence (unless Engineer allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of said event. No claim for an adjustment in the Contract Time (or Milestones) will be valid if not submitted in accordance with the requirements of this paragraph C.1.

- (2) All time limits stated in the Contract Documents are of the essence of the contract.
- (3) Where Contractor is prevented from completing any part of the work within the contract time (or Milestones) due to delay beyond the control of Contractor, the contract time (or Milestones) will be extended in an amount equal to the time lost due to such delay if a claim is made therefor as provided in paragraph C.1. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work, fires, floods, epidemics, abnormal weather conditions or acts of God. Delays attributable to and within the control of a Subcontractor shall be deemed to be delays within the control of Contractor.
- (4) Where Contractor is prevented from completing any part of the work within the contract time (or Milestones) due to delay beyond the control of both Owner and Contractor, an extension of the Contract Time (or Milestones) in an amount equal to the time lost due to such delay shall be Contractor's sole and exclusive remedy for such delay. In no event shall Owner be liable to Contractor, any Subcontractor, any other person or organization, or to any surety for or employee or agent of any of them, for damages arising out of or resulting from (i) delays caused by or within the control of Contractor, or (ii) delays beyond the control of both Parties including, but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God or

acts or neglect by utility owners or other contractors performing other work.

13. AMOUNT OF BORROW OR EXCESS

13.1 The Contractor is responsible for calculating his own estimate of earthwork shrinkage to determine the amount of borrow material or excess material involved in this project.

13.2 Any excess material resulting from construction of this project shall become or remain the property of the Contractor, and shall be disposed of by the Contractor as specified in the contract documents.

14. NOTIFICATION OF PROPERTY OWNERS

14.1 Property owners along the project route or any other street or driveway who may be affected by construction operations shall be notified by the Contractor at least 24 hours prior to such construction for each construction activity which may directly affect property owners and/or their access; or as otherwise may be necessary as provided for in these specifications. Such notification shall be documented and copy provided to Brevard County.

15. SIGNS, MAILBOXES, ETC.

15.1 Two (2) weeks prior to relocating or removing privately-owned signs, mailboxes, landscaping, etc., as called for in the Drawings and Specifications, the Contractor shall notify the property owner to provide said owner the opportunity to remove his sign(s), etc. himself. Such notification shall be documented and copy provided to Owner. The Owner shall provide the Contractor with a reasonably up-to-date list of affected property owners upon Contractor's request. Contractor shall allow up to 21 days for delivery of this list. This requirement is in addition to NOTIFICATION OF OWNERS (above). Traffic control and information sign removal and placement shall be governed by the drawings and the technical specifications for traffic signalization, signing, and pavement markings, contained elsewhere in the Contract Documents. Relocation or removal of privately owned signs and mailboxes is considered incidental to the project and has no separate pay item. Privately owned signs shall be relocated outside of the right of way on private property. In areas where the contractor encounters existing mail boxes conflicting with

new construction, the contractor is to relocate the mail box to meet U.S. Postal service requirements.

16. LANDSCAPING

16.1 Contractor shall replace any vegetation which is destroyed by construction activities, not identified within the limits of clearing and grubbing, with like vegetation. The cost to replace any vegetation outside the limits of clearing and grubbing is incidental to the contract and does not have a separate pay item. This expense shall be the responsibility of the Contractor.

17. UTILITIES AND OTHER INFRASTRUCTURE

17.1 Electric Service Lines: Where electrical fixtures or other electrical service lines, which are not owned by Florida Power & Light (FP&L), are located within the right of way, they shall be removed, after coordination with the utility owner. Where such service lines cross the referenced limits, they shall be sealed/terminated pursuant to NEC Standards. The Contractor shall notify utility owners. Where electrical systems outside the referenced limits are disturbed, they shall be restored (including sleeves under the driveways).

17.2 Utility Poles, Electric, Communication Lines, Sanitary Sewer, Water Lines, Gas Lines: Where any existing utility installation is in conflict with the installation of drainage structures, roadway, swales or other utilities, the Contractor is to arrange, with the concerned utility owner(s), for the relocation or adjustment of their facilities. Such notice shall be provided to the utility owner at least fourteen (14) days prior to the date that work in the conflict area will commence. The Contractor shall closely coordinate all construction exposing or destroying utilities, even if such utilities are not shown in the Drawings. Expense for such restoration is incidental to the contract, and does not have a separate pay item, unless otherwise indicated elsewhere in the specifications. Contractor is to hold poles outside of right of way to construct project, or pay utility to hold poles. These costs are incidental to the project and do not have separate pay items.

17.3 Intelligent Transportation Systems (ITS): Where any existing ITS installation is in conflict with the installation of drainage structures, roadway, swales or other utilities, the Contractor is to arrange, with the concerned ITS owner(s), for the preservation, relocation or

adjustment of their facilities. Such notice shall be provided to the ITS owner at least thirty (30) days prior to the date that work in the conflict area will commence. The Contractor shall closely coordinate all construction exposing the ITS facilities in conflict. The cost to preserve the existing ITS facilities are incidental to the contract and does not have a separate pay item.

17.3 **Irrigation Systems:** Irrigation piping, fittings, etc. which are located within the right of way or other public rightof way shall be removed. Where such pipes are cut, a cap shall be installed to seal the pipe which is undisturbed and outside the referenced limits. The Contractor shall give written notice to the property owner at least seven (7) days prior to initiating these procedures, giving the owner the option to remove the system. Where irrigation systems outside of the referenced limits are disturbed, they shall be restored (including sleeves under driveways). Expense for such restoration is incidental to the contract and does not have a separate pay item.

17.4 All utilities, unless otherwise shown, are to be relocated by the respective utility company. However, the Contractor shall notify, coordinate and provide assistance as necessary to ensure a timely and efficient relocation of existing utilities. This work is incidental to the project and no separate payment shall be made.

18. ALTERNATE METHODS OF COMPACTION

18.1 It may become necessary to discontinue or prohibit the use of vibrating steel wheel compaction machinery in part or all of the work. Therefore, the Contractor is to be prepared to compact loose soils, materials, etc., as required by the Contract Documents by using methods other than those which require the use of such equipment (either single steel wheel or dual steel wheels).

19. FIBER OPTIC LINES

19.1 The Contractor is required to consult with Owner's Engineer and the owner of any fiber optic lines which may be found within the work premises, prior to any construction activities which are scheduled to take place over, around or under such lines in conflict with the installation of drainage structures, the roadway, swales or other utilities, the Contractor is to arrange with the concerned fiber optic line owner relocation of their facilities. Such notice shall be provided to the fiber optic line owner at least thirty (30) days prior to

the date that road work in the conflict area will begin. The Contractor shall closely coordinate all construction with all fiber optic line owners to prevent unnecessarily exposing or destroying any facilities, even if such facilities are not shown in the Drawings. The Owner's Engineer may require the Engineer of Record to revise or adjust the drawings to accommodate the requirements of the owner of the fiber optic lines. Any revisions to the drawings would be done at the expense of the owner of the fiber optic lines.

20. PROPERTY CORNER AND REFERENCE MONUMENT REPLACEMENT

20.1 The Contractor shall protect from any damage or movement, all survey permanent reference markers, bench marks, triangulation points, property corners, etc. If the work requires the relocation or movement of such a monument, the Contractor shall notify the Owner's Engineer of such requirement. All reference monuments, property corners, etc., which are disturbed by construction shall be restored and/or replaced by a surveyor, licensed in the State of Florida, at the Contractor's expense.

21. PERMITS

21.1 As indicated in the General Conditions, the Contractor is responsible for obtaining the following permits as necessary to construct the project:

- (a)** SJRWMD Consumptive Use Permit
- (b)** State of Florida Department of Environmental Protection Generic Permit for Stormwater Discharge from Large and Small Construction Activities (NPDES NOI)
- (c)** Any permit for explosives, if applicable.

21.2 The Owner has obtained the following permits:

- (a)** St. John's River Water Management District (SJRWMD)

21.3 The Contractor shall follow all conditions of these permits relating to the construction of the project.

22. SUSPENSION OF WORK

22.1 Should the Owner be prevented or enjoined from proceeding with work, either before or after the start of construction, by reason of any litigation or other reason beyond the control of the Owner, the Contractor shall not be entitled to make or assert claim for damage by reason of said delay; but time for completion of the work will be extended to such reasonable time as the Owner may determine to compensate for time lost by such delay, with such determination to be set forth in writing.

23. ROADWAY CONNECTIONS

23.1 Development of property adjacent to the project limits may necessitate driveway or turn out connections in addition to those shown in the Drawings. The Owner and or the Owner's Engineer will direct the Contractor where to place any such connections. If required, additional payment shall be made under the established unit cost for each individual item of work performed, via a Construction Contract Modification. The Contractor is responsible for verifying all existing conditions prior to Bid.

24. CLEAN DEBRIS DISPOSAL

24.1 Contractor is to dispose of clean debris in conformance with Brevard County Code of Ordinances, Article 1, Chapter 12, and as amended by Ordinance Number 90-11. Contractor is to supply all materials, equipment, labor, fees, expenses, etc. associated with compliance with this article without a separate pay item. Expenses for such disposal will be borne by the Contractor as incidental to disposal of clearing and grubbing materials.

25. DISPOSITION OF DEBRIS

25.1 The Contractor shall remove all unwanted materials and construction debris to a suitable location outside the project limits. Payment for all materials suitably disposed of shall be made under the Contract Lump Sum price for Clearing and Grubbing.

25.2 The Owner may negotiate with the Contractor to dispose of clean debris outside the project limits at a specific location provided by the Owner. The material which may be disposed of at these site(s) will be limited to clean debris as defined by Brevard County Ordinances.

26. SEQUENCE OF OPERATIONS

26.1 The Owner shall have the option at the Preconstruction Conference of requiring the following sequence of activity:

- (a) Clearing and Grubbing –During the first 15 days after issuance of the Notice to Proceed, the Contractor will clear and grub the road right of way as necessary for utility relocations.**
- (b) Utility Relocation – The utility relocation period for this contract is zero (0) days. During the utility relocation period, the Contractor is restricted from working inside any public right of way while utility relocations are performed. This utility relocation period shall begin after the initial clearing and grubbing period, as indicated in 26.1 (a) above to relocate utilities along the project. The utility relocation period is for all utilities and infrastructure, as identified in Article 17 of Section VIII.**
- (c) The Contractor may request, in writing, that the Owner and the Owner’s Engineer allow work to proceed inside public road right of way during the utility relocation period by demonstrating and documenting the following:**
 - 1) That materials and equipment are readily available to perform the work;**
 - 2) That any work will not adversely affect or conflict with utility relocation activities;**
 - 3) That written concurrence from the appropriate utility companies is received;**
 - 4) The Contractor shall provide the Owner a written schedule of any and all activities within the intended area**
 - 5) The Contractor shall confirm the understanding that any delays during this period are not subject to time extensions;**
 - 6) The Contractor shall clearly demonstrate to the County how allowing him to work inside the right of way during the utility relocation period will benefit the County.**

- (d) **Project Construction – After the utility relocation period, the Contractor shall complete all remaining construction. The Contractor shall receive no additional compensation for this Sequence of Operations. The Contractor shall note that the Project may be wet in the rainy season and should plan accordingly.**
 - (e) **The Contractor shall be aware that not all utilities will be relocated during this time frame. The Contractor is required to coordinate with the utility owners that were not able to relocate their utilities due to existing utilities or drainage infrastructure that were not able to be taken out of service until the new utility lines associated with the proposed improvements have been installed. It shall be the responsibility of the Contractor to identify these areas and include any costs associated with this into mobilization.**
- 26.2 The Contractor shall construct retention ponds and associated drainage systems before construction of the roadway embankment in order to implement the final drainage design as soon as possible during construction, and to enhance water quality of stormwater discharge during construction. A drainage conveyance system must be provided and maintained at all times during construction.**
- 26.3 The Contractor shall submit an updated construction schedule with each monthly pay estimate. Should the work activities have shifted from the previous month, reason should be given. Pay estimate processing will be contingent on receiving this schedule and release of lien sheets.**
- 26.4 Except in the event of an emergency, no work shall be performed (1) before sunrise and after sunset, (2) nor between the hours of 6:00 p.m. and 7:00 a.m. (3) nor on Saturday and Sunday and (4) nor on any holiday of the Owner unless indicated on the Drawings. Nighttime work as shown on the Drawings shall require written permission from the Owner seventy-two (72) hours in advance of starting the work. The Contractor shall not be responsible for inspection fees for work at night as shown on the Drawings. "Regular Working Hours" shall be between 7:00 a.m. and 6:00 p.m. Monday through Friday. During the Regular Working Hours the generation of noise levels measured at the property/right of way line shall be limited to 98 dB (A-weighted). If construction or maintenance work requires operations during other than Regular Working**

Hours, the Contractor shall obtain written permission of the Owner/Engineer at least seventy-two (72) hours in advance of starting such work, and shall set forth the proposed schedule for overtime to give Owner ample time to arrange for his personnel to be at the site of the work. Contractor shall pay for the additional charges to the Owner on account of such overtime work. Such additional charges shall be a subsidiary obligation of Contractor and no extra payment shall be made by Owner on account of such overtime work. The Contractor shall pay the cost of the Owner's Resident Construction Monitor at a rate of \$75 per hour, per operation, for observation of any work which exceeds the established Regular Working Hours (a ten hour work day), and \$105 per hour for Holidays worked.

Contractor shall reimburse the Owner for additional Engineering and or Inspection costs incurred as a result of overtime work in excess of the regular working hours as stipulated above. Overtime costs for personnel employed by the Owner's Engineer or Owner's independent testing laboratory shall be calculated in accordance with the terms of their respective contracts with the Owner.

Each accumulated ten (10) hour segment of overtime work will deduct one (1) calendar day from contract period.

- 26.5 **Interim Restoration:** All excavations shall be backfilled and compacted as specified by the end of each working day. For excavations within existing paved areas, base material shall be spread and compacted to provide a relatively smooth surface free of loose aggregate material. At the end of each work day, the completed base course shall be prime coated and given a light application of clean sand and opened to traffic. At the end of each work week an interim asphaltic surface course shall be completed and opened to traffic. The Contractor shall coordinate his activities to allow sufficient time for the Owner to perform achieve density tests and inspections. All driveway and parking lot cuts shall be backfilled, compacted, and base material spread and compacted immediately after any utility installation. The contractor shall coordinate with the individual property owners prior to removing any driveway or parking lot sections. An utility crossing within an existing public or private roadway or right of way shall be patched with asphalt at the end of each work day.
- 26.6 **Coordination with others:** The Contractor shall arrange his work and dispose of his materials so as not to interfere with the operations of

other contractors or utilities engaged upon adjacent work and to join his work to that of others in a proper manner, in accordance with the spirit of the Drawings and Specifications, and to perform his work in the proper sequence in relation to that of other contractors or utilities.

Each contractor or utility will be responsible for any damage done by him or his agents to the work performed by another contractor or utility.

- 26.7 Contractor is not to schedule work on Sundays during the course of this contract. The only work permitted on Sundays is work required in accordance with "Protection of Property and the Public" in the event of an emergency. If such work is required, the Contractor is to notify the Owner and Owner's Engineer as soon as possible, to advise them of the work requirements. This article in no way affects the time allowed for the Contractor; Sundays will be considered as calendar days for the determination of the length of the contract.
- 26.8 Night work must be approved by the Owner. A written request must be submitted to the Owner 72 hours in advance. Permitted night work shall limit the generation of noise levels at the property/right of way line to 55 dB (A-weighted) from 7:00 pm to 7:00 am or during the normal daylight work period as specified in the contract documents. At the request of the Owner or the Owner's Engineer, the Contractor shall monitor his construction noise, and pay all costs associated in acquiring and using the equipment. Costs associated with noise abatement are included in mobilization.
- 26.9 The Contractor shall pay the cost of the Resident Construction Monitor at a rate of \$75.00 per hour, (\$105.00 per hour for Holiday) per operation, for observation of any work which exceeds a ten (10) hour work day, and any additional cost for testing. This cost will be deducted from the final Pay Estimate.
- 26.10 No work shall be performed on legal holidays of the Owner, which for the work shall be defined as follows:

<u>Holiday</u>	<u>Calendar Date</u>
New Year's Day	January 1
Martin Luther King Jr.'s Birthday	3 rd Monday in January
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1 st Monday in September

Veteran's Day	November 11
Thanksgiving	4th Thursday in November
Day After Thanksgiving	4th Friday in November
Christmas Eve Day	December 24
Christmas	December 25
Monday after a Saturday Christmas	December 27 (if applicable)

If any holiday falls on a weekend, the preceding Friday or following Monday will be observed as a holiday. If any holiday falls on a Saturday, the preceding Friday will be observed as a holiday. If any holiday falls on a Sunday, the following Monday will be observed as a holiday.

27. AS-BUILT SURVEY DRAWINGS

27.1 During the entire construction operation, the Contractor shall maintain records on-site for review by the Owner, Engineer of Record, or the Contractor's surveyor of all deviations from the Drawings and Specifications. The As-Built Survey Drawings shall correctly and accurately show all newly constructed improvements, including all changes and deviations from the work, made during construction to reflect the work as it was actually constructed. Along with the as-built data, the as-built survey shall also include the design data to allow for a direct comparison. Sufficient pre-existing, non-modified improvements shall be shown as to provide a complete drawing after construction. As-Built Survey Drawings shall be prepared and certified by a registered Surveyor and Mapper licensed in the State of Florida. The following items are required to be shown on As-Built Survey Drawings:

- (a) Roadway Site Perimeter - Sufficient spot elevations to show as-built topography.**
- (b) Driveway Areas - Sufficient spot elevations to show drainage and slopes.**
- (c) Right of way Swale/Drainage - All culvert inverts; swale flowline grades; beginning and end bottom elevations; highs and lows along top of bank; and size of swale.**
- (d) Underdrains/Pipe Culvert/PVC Sleeves - All inverts, inlet grate and bottom elevations, and sizes.**

- (e) **Outfalls - All pipe inverts, weir box elevations, weir elevation, and sizes.**
- (f) **Roadway/Off Site Drainage - All inverts; manhole top elevation; grate top elevations all storm and sanitary, if applicable.**
- (g) **Roadway:**
 - (1) **Pavement width; curb width; shoulder width; sidewalk and bike path widths, every 100 feet.**
 - (2) **Elevations; sidewalk; bike path; top and bottom of curb; edge of pavement; and center line of road, every 100 feet and all other spot elevations shown on the drawings.**
 - (3) **Install new roadway alignment control points upon final roadway completion. Include all intersections and side streets. Latitude, departure and elevations for all control points.**
- (h) **Stations and offsets, all structures (including power poles, etc.)**
- (i) **Traffic Signals**

Prior to the placement of the asphalt friction course, the contractor shall provide preliminary As-Built Survey Drawings of the structural asphalt to ensure compliance with the elevations and cross-slope requirements of the contract documents. There shall be no placement of the asphalt friction course until the Owner and Engineer of Record have approved the structural asphalt construction based on the approved preliminary As-Built Survey Drawings.

The As-Built Survey Drawings shall conform to Brevard County Public Works Finance and Contracts Administration Public Works Survey & Mapping Division Requirements and Standards of Practice Chapter 5J-17 F.A.C. and shall be neat and legible. The Contractor's surveyor will sign and seal the As-Built Survey Drawings and certify to the Brevard County Board of County Commissioners. Six (6) signed and sealed As-Built Survey Drawings are required along with a digital copy in Adobe PDF format and a digital CAD file using the latest version of Autodesk ACAD as approved by Brevard County

Surveying and Mapping. A digital copy of the Construction Plans in Autodesk ACAD format will be provided to the Contractor for the production of the As-Built Survey Drawings upon request.

28. SAMPLING AND TESTING

28.1 The Contractor shall provide for all required Quality Control (QC) sampling and/or testing as listed in the FDOT Standard Specifications for acceptance of work. Payment for sampling and/or testing shall be considered incidental to the cost of the pay item being accepted.

The Owner shall provide for all required Verification sampling and/or testing (VT) as listed in the FDOT Standard Specifications for verification of work.

Any and all tests which have to be repeated because of the failure of the tested material or work to meet specifications shall be paid for by the Contractor. The Owner or Owner's Engineer may conduct other tests, beyond normal testing to confirm quality, etc. If such additional testing fails, Contractor shall be responsible for the cost of the test and removal and replacement of any work and testing of rework, all at his expense. Contractor shall coordinate testing schedules with the QC and VT testing labs and Resident Project Monitor, 24 hours minimum in advance for the appropriate testing areas. Any and all fees as a result of rescheduling of sampling and/or testing by the Contractor, shall be incurred by the Contractor.

29. TRENCH SAFETY

29.1 The Contractor and all subcontractors are to comply with the Trench Safety Act (90-96, Laws of Florida). No additional or separate payment is included for this compliance. All costs associated with this are incorporated in the unit price for those items for which provisions of this requirement apply.

30. DEWATERING

30.1 The Contractor shall keep all excavations, pits, trenches and footings free from water from any source (rain, ground, surface, etc.) and protect such areas from damage by any water. The Contractor may temporarily construct dikes, shallow swales, grade or compact areas or use pumping equipment to provide dewatering to prevent damage or erosion or ponding in excavations, etc., or other cleared areas.

30.2 All foundations shall be constructed in the dry condition. It should be anticipated that dewatering will be required to facilitate structure/pipe construction. All dewatering well point holes to be sanded and compacted during and after well-point installation. Costs to be included in the various drainage pay items. Failure to provide this work will result in the Contractor being fined \$500 per day, until compliance is met. Dewatering shall be performed in accordance with Section 455-28 of the 2016 FDOT Specifications for Road & Bridge Construction. The Contractor shall anticipate that artesian groundwater flow may occur within foundation excavations. Costs to be included in price of structures and pipes.

30.3 To assist the contractor in determining the permits and requirements for conducting dewatering activities for this project, pre-screening of a groundwater well at the location where dewatering takes place will be required. Based on this analysis, dewatering activities should be covered by the Florida Department of Environmental Protection (FDEP) Generic Permit for Stormwater Discharge from Large and Small Construction Activities.

It shall be the Contractor's responsibility to assure that all requirements of the FDEP generic permit are met for the duration of the dewatering activities.

Analytical results from any additional sampling conducted as a requirement shall be forwarded to the County upon receipt from the consultant/laboratory.

Copies of initial pre-screening sample results and results from any additional sampling as required by the permit shall be kept on site and available to FDEP upon request.

30.4 Scope of Work: The work to be performed under this section shall include the design and installation of a temporary dewatering system until completion of construction to remove surface and/or subsurface waters from structure excavations, pipe trench excavations, or material excavations as required.

30.5 Qualifications: The temporary dewatering system shall be designed by a firm who regularly engages in the design of dewatering systems and who is fully experienced, reputable and qualified in the design of

such dewatering systems. The firm shall have a successful record of operation for a minimum of five (5) years prior to bid date.

- 30.6 **Standards:** The dewatering of any excavation areas and the disposal of water during construction shall be in strict accordance with all local and state government rules or regulations and project construction permit conditions.
- 30.7 It shall be the contractor's responsibility to coordinate with the regulatory agencies to determine which permits are applicable or required.
- 30.8 The contractor shall provide documentation of coverage under FDEP, SJRWMD and State of Florida Environmental Health Services permits as required for dewatering activities to the County's project manager 10 days prior to the start date of the planned dewatering activities
- 30.9 **System Design:** The Contractor shall be responsible for the design of the dewatering system.
- 30.10 The dewatering system shall be developed to the point that is capable of dewatering the site surrounding all structures or utility trenches as shown on the Drawings.
- 30.11 The Contractor shall at all times during construction provide and maintain proper equipment and facilities to remove all water entering excavations, and shall keep such excavations dry so as to obtain a satisfactory undisturbed subgrade foundation condition until the fills, structures or pipes to be built thereon have been completed to such extent that they will not be floated or otherwise damaged by allowing water levels to return to natural levels.
- 30.12 The Contractor shall obtain permission to use any storm sewers, or drains, for water disposal purposes from the Owner and any applicable regulatory agencies. Any requirements and costs for such use shall be the responsibility of the Contractor. However, the Contractor shall not cause flooding by overloading or blocking up the flow in the drainage facilities, and the Contractor shall leave the facilities unrestricted and as clean as originally found. Any damage to facilities shall be repaired or restored as directed by the Owner, at no cost to the Owner.
- 30.13 The Contractor shall continuously monitor and maintain dewatering operations to ensure erosion control, stability of excavations and constructed slopes, that excavation does not flood, and that damage to subgrades and permanent structures is prevented.

30.14 Dewatering system shall be designed in such a manner as to preserve the undisturbed bearing capacity of the subgrade soils at the proposed structures or utilities and to preserve the integrity of any adjacent structures.

30.15 The Contractor is responsible for obtaining test borings and conducting other exploratory operations necessary for dewatering.

31. EXISTING CONDITIONS - VIDEO RECORDING

31.1 Contractor shall provide the Owner with two (2) copies of video records of the existing conditions prior to construction and prior to installation of the erosion and sediment control items. This video submittal shall include both the video recording and a written log of segments and pre-existing conditions found. The video shall show in a clear manner all of the following:

- (a) All existing features within the right of way.**
- (b) All existing features within the temporary construction easements.**
- (c) All existing features within the permanent easements.**
- (d) All existing features adjacent to any construction.**
- (e) Any other specific items requested by the Owner or Owner's Engineer.**

Details of the video shall be such that the following examples shall be clear and visible:

- a) Cracks in walls, sidewalks, driveways, roads and drainage structures.**
- b) Condition of fencing.**
- c) Condition of planted areas and types of vegetation.**
- d) Condition of sodded areas.**
- e) Condition of sprinkler systems and associated controls and wiring.**
- f) Condition of signs.**
- g) Condition of lighting and associated wiring.**
- h) Condition of mailboxes.**

Significant detail of any pre-existing damages to physical features shall be shown. The coverage of the video should include the limits of effects of the use of vibratory rollers.

31.2 This video record shall be presented to the Owner within 5 days of the Notice to Proceed. A copy shall be kept in the Contractor's field office. The Contractor cannot start any other work until the Owner has received and approved the video record.

32. LIMITS OF CONSTRUCTION

32.1 The limits of construction are within the rights of way and easements, as shown. No work outside the rights of way and easements is allowed.

33. CONTRACTOR'S SUPERVISION

33.1 The Contractor's superintendent and foreman and subcontractor's superintendent and foremen, shall speak, write, read, and understand English, and at least one responsible person who speaks and understands English shall be on the project during all working hours. A list of all superintendent names and office/emergency phone numbers shall be provided to the Owner and Owner's Engineer during execution of the Contract. The Contractor's responsible person for supervision for emergencies shall speak and understand English.

34. CONTRACTOR'S RESPONSIBILITIES

34.1 The Owner, Engineer and their Representatives/Agents shall not be responsible for any actions taken by the Contractor, negligence of the Contractor, and/or the failure of the Contractor to maintain safe working conditions, during the Contractor's performance of the work included in this contract.

The Contractor shall be solely responsible for the quality and quantity of work performed; the construction means, methods, procedures, techniques, and sequences of construction performed in the execution of the work; and for insuring that the work is performed in accordance with the Contract Documents.

Further, the Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work, materials, and equipment used in the performance of the work. The Contractor shall be responsible for taking all necessary precautions for the safety of and shall provide the protection necessary to prevent damage, injury, or loss to all persons on the work site; all persons who may be affected by the

work either directly or indirectly; all the work, materials, and equipment to be incorporated therein, whether in storage on or off the site; and all property at the site or adjacent thereto including, but not necessarily limited to trees, shrubs, lawns, sprinklers, fences, walks, driveways, pavement, roadways, structures, utilities, etc.

35. CONTRACTOR'S DAILY CONSTRUCTION REPORTS

35.1 The Contractor shall submit to the Owner's Resident Construction Monitor daily reports of construction activities including non-work days. The reports shall be complete in detail and shall include the following information:

- (a) Days from Notice to Proceed**
- (b) Weather Information**
- (c) Work activities with reference to the CPM schedule activity numbers (including manpower, equipment and daily production quantities for each individual activity)**
- (d) Major deliveries**
- (e) Visitors to site**
- (f) Test records**
- (g) New problems**
- (h) Other pertinent information.**

For each day, the Contractor shall prepare a "DAILY CONSTRUCTION REPORT" or an alternate form approved by Owner/Engineer.

- (1) A similar report shall be submitted for/by each Subcontractor.**
- (2) The report(s) shall be submitted to the Resident Construction Monitor's Field Office within two (2) days of the respective report date. Each report shall be signed by the Contractor's Superintendent or Project Manager. If a report is incomplete, in error, or contains misinformation, a copy of the report shall be returned by the Resident Project Representative to the Contractor's Superintendent or Project Manager with corrections noted. When chronic errors or omissions occur,**

the Contractor shall correct the procedures by which the reports are produced.

- (3) No separate cost item is provided for Contractor's Daily Construction Reports, the cost of which shall be included in the unit prices for items in the Proposal.

36. RESIDENT CONSTRUCTION MONITOR

36.1 Owner shall provide a full-time qualified, Resident Construction Monitor, as Owner's representative (not the Owner's Engineer or Owner's Engineer's Representative) on-site who shall have duties which include, but are not limited to, verifying that work is performed in accordance with the Drawings and Specifications. He shall also:

- (a) Observe, monitor, and record a daily construction log of the construction progress, Contractor personnel and equipment on-site, any problem areas, and the resolutions.
- (b) Prepare and submit all requests for partial payments or other payment to the Owner's Engineer for Payment Approval.
- (c) Maintain a photo log of critical construction items, prior to, during, and upon completion of the construction effort as situations dictate.
- (d) Schedule testing operations on-site with the Owner's Testing Laboratory, Owner's Engineer and Contractor.
- (e) Conduct on-site observations of the Work in progress to assist Owner and Engineer in determining if the Work is, in general, proceeding in accordance with the Contract documents.
- (f) Report to Owner and Engineer whenever the Resident Construction Monitor believes that any Work will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Owner and Engineer of work Resident Construction Monitor believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

- (g) Accompany visiting monitors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to Owner and Engineer.
- (h) Be authorized to call to the attention of the Contractor any failure of the work or materials to conform to the Contract Documents.

The presence of the Resident Construction Monitor, or his assistant(s), shall in no way lessen the responsibility of the Contractor to perform work or provide materials which conform to the Contract Documents.

37. SAFETY AND HEALTH STANDARDS

37.1 Federal Safety and Health Standards: It is a condition of this Contract and shall be made a condition of each subcontract entered into pursuant to this Contract, that the Contractor and any Subcontractor shall not require any laborer or mechanic employed in the performance of the contract to work in surroundings or working under conditions, which are unsanitary, hazardous, or dangerous to his health or safety, as determined under construction safety and health standards (Title 29, Code of Federal Regulations, Part 1518, published in the Federal Register on 04/17/71) promulgated by the United States Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (83 Stat. 96)

37.2 Copies of these safety and health regulations may be obtained from the United States Department of Labor, Post Office Box 35062, Jacksonville, FL 32202. The Department of Labor office is located in the U.S. Federal Office Building, 440 West Bay Street, Jacksonville, Florida; phone number (904) 791-2895.

38. PROTECTION OF PRIVATE PROPERTY

38.1 It shall be incumbent upon the Contractor to protect private property. The Contractor shall notify each property owner at least seven days prior to beginning his construction operations.

39. MAINTENANCE OF DRAINAGE

3.1 Construction methods shall be such that the drainage system on this project site shall not be impeded during any rainfalls and shall be

placed into a functional service at the end of each work day and shall also be functional on weekends. The Contractor shall be responsible for the maintenance of the drainage system throughout the contract period.

40. STAGING AREA

40.1 The Contractor shall make arrangements for, and maintain, at his own expense, any staging areas necessary for storage of materials, equipment and personnel. Contractor is advised that such areas may not be available within the limits of the construction area. Acquisition and restoration of such areas are the Contractor's responsibility. A letter of permission is required from the property owner prior to mobilizing on the site and a letter of satisfaction will be required from the owner prior to final payment.

The protection of stored materials shall be the Contractor's responsibility and the County shall not be liable for any loss of materials, by theft or otherwise, nor for any damage to the stored materials. No payment shall be made for stored materials.

All applicable local and state regulations regarding hauling of materials, and use of public streets shall apply. Contractor shall be responsible for obtaining and paying for any permits necessary for this portion of the project.

41. PROJECT SIGNS

41.1 Two (2) signs shall be furnished, installed and maintained by the Contractor at a location to be determined by the Owner. The sign shall be approximately 4 feet by 8 feet in size. The project name shall be at least 4" tall and extend across the width of the sign. No lettering on the sign shall be less than 2.5" tall.

The sign shall contain the following:

- (a)** Project name and contract amount
- (b)** Owner, Engineer and Contractor
- (c)** Owner's logo
- (d)** The applicable Commissioner's name and District shall be on the sign, if desired by the Commissioner.

Before fabrication of the sign, the Contractor shall submit the sign layout to the Owner for approval. The cost for these signs are incidental to the contract.

42. ADJUSTMENTS TO INLETS, MANHOLE TOPS, AND OTHER STRUCTURES

42.1 It will be the Contractor's responsibility to insure that all inlets, manhole tops, and other structures are installed to the proper grades, slopes, and lines relative to the proposed roadway so that the final surface course provides a smooth riding surface which conforms to the tolerances outlined in the FDOT Standard Specification.

42.2 Tolerance testing for all base courses, intermediate, and final surface courses will be conducted on this project as directed by the Engineer. Therefore, it will be the Contractor's responsibility to adjust inlets, manhole tops, and other structures in addition to base courses, intermediate, and final surface courses as necessary to insure that compliance with all tolerances is attained.

42.3 There will be no separate pay item for any final adjustments which may be required to bring inlets, manhole tops, other structures, base courses, intermediate and/or final surface courses within the tolerances for the roadway grades, slopes, and lines. The costs for this work must be included in the pay items for inlets, manholes, etc. in the bid proposal form.

43. ADJUSTMENTS OF UTILITY CASTINGS, COVERS AND BOXES

43.1 All existing utility castings, including valve boxes, junction boxes, manholes, hand holes, pull boxes, inlets and similar structures in the areas of construction that are to remain in service shall be adjusted by the Contractor to bring them flush with the surface of the finished work.

43.2 The Contractor shall coordinate the utilities to ensure proper construction sequencing. Contractor shall make available survey reference markers to the various utility companies.

44. SUSPENSION OF WORK

44.1 Should the Owner be prevented or enjoined from proceeding with work either before or after the start of construction by reason of any litigation or other reason beyond the control of the Owner, the

Contractor shall not be entitled to make or assert claim for damage by reason of said delay; but time for completion of the work will be extended to such reasonable time as the Owner may determine to compensate for time lost by such delay, with such determination to be set forth in writing.

45. PAYMENT FOR UTILITIES

45.1 The Owner will not furnish gratuitously to the Contractor any utility service whether water, sewerage, telephone, electricity, gas or other if such services are available from the Owner.

45.2 The Contractor shall obtain the necessary utility service by making application for the service and paying such fees and charges deemed appropriate by the utility owner.

46. SALVAGE

46.1 All serviceable material salvaged from connections or cut-ins to existing systems, removal of existing facilities, etc., shall remain the property of the Owner. The Contractor shall remove all salvaged materials from the construction site, as work progresses, and store them in a place designated by the Owner for this purpose. Under no circumstances are salvaged materials to be re-used in this project unless indicated on the Plans and/or specified herein or directed by the Engineer.

47. PRIME CONTRACTOR'S WORK

47.1 The Prime Contractor shall perform, at a minimum, forty (40) percent of the work, excluding specialty work. The value of materials supplied by the Prime Contractor for installations by any subcontractor(s) shall be included in the determination as part of the work.

48. CONSTRUCTION SCHEDULE

48.1 General: Preface each construction schedule as follows:

- 1. Project Name**
- 2. Contract Number**
- 3. Contractor**
- 4. Original contract time allowed or completion date**
- 5. Type of construction schedule (initial or update)**
- 6. Effective date of the schedule**

7. Percent work complete
8. Percent time used

Do not show conflicts with any scheduled activities and order of work requirements in the contract.

Show completion of the work within the contract time.

Allow 14 calendar days after receipt by the Owner for approval of the schedule or a return for revisions.

- 48.2 **Preliminary Construction Schedule:** Submit three (3) printed copies and one (1) PDF of the preliminary construction schedule at least seven (7) calendar days before the Preconstruction Conference which date shall be indicated in the Notice of Award.

A preliminary construction schedule is a written narrative with a detailed breakdown of all contract activities for the first 45 calendar days after the Notice to Proceed is issued. The preliminary construction schedule shall be approved prior to the Preconstruction Conference.

- 48.3 **Bar Chart Method (BCM):** Use the Bar Chart Method (BCM) described below to develop the construction schedule for the total contract work. The construction schedule shall be developed using the BCM utilizing Microsoft Project Software or equal.

The BCM construction schedule consists of a progress bar chart and a written narrative.

- a. **Progress Bar Chart -** The following applies to the initial submission and all updates:
 - 1) Use a time scale to graphically show the percentage of work scheduled for completion during the contract time.
 - 2) Define and relate activities to the contract pay items.
 - 3) Show all activities in the order the work will be performed, including submittals, approvals, fabrication, and delivery.
 - 4) Show all critical (major) activities that are controlling factors in the completion of the work.
 - 5) Show the time required for each activity and its relationship in time to other activities.

- 6) Show the total expected time to complete all work.
 - 7) Provide enough space for each activity to permit two (2) additional plots parallel to the original time span plot. Use one (1) space for revision of the planned time span, and one (1) for showing actual time span achieved.
- b. **Written Narrative - The following applies to the written narrative:**
- 1) Estimate starting and completion dates of each activity.
 - 2) Describe work to be done within each activity including the type and quantity of equipment, labor, and material to be used.
 - 3) Describe the location on the project where each activity occurs.
 - 4) Describe planned production rates by pay item quantities (e.g., cubic yards of excavation per day/week).
 - 5) Describe work days per week, holidays, number of shifts per day, and number of hours per shift.
 - 6) Estimate any periods during which an activity is idle or partially idle. Show the beginning and end dates for reduced production or idle time.
 - 7) Describe expected and critical delivery dates for equipment or material that can affect timely completion of the project.
 - 8) Describe critical completion dates for maintaining the construction schedule.
 - 9) Identify the vendor, supplier, or subcontractor to perform the activity. State all assumptions made in the scheduling of the subcontractor's or supplier's work.

48.4 Schedule Updates:

Review the construction schedule to verify finish dates of completed activities, remaining duration of uncompleted activities, and any proposed logic and/or time estimate revisions. Keep the Owner/Engineer informed of the current construction schedule.

Submit two (2) copies of an updated construction schedule and one electronic copy of the updated construction schedule with each month's Application for Payment or when:

- (a) A delay occurs in the completion of a critical (major) activity.**
- (b) A delay occurs which causes a change in a critical activity for BCM schedules.**
- (c) The actual prosecution of the work is different from that represented on the current construction schedule.**
- (d) There is an addition, deletion, or revision of activities required by a contract modification.**

48.5 Contractor's Responsibility.

Contractor shall:

- (a) Determine the sequence of activities for the orderly progression of the Work.**
- (b) Determine appropriate time estimates of the detailed construction activities.**
- (c) Determine the means, methods, techniques and procedures to be employed in the prosecution of the Work in compliance with the Contract Documents.**
- (d) Monitor the Construction Schedule in a timely manner.**
- (e) Accurately update and revise the Construction Schedule as project conditions and the Contract Documents may require.**
- (f) Consult with his Subconsultant(s) in the preparation and submittal process of the Construction Schedule.**
- (g) Allow for his cooperation with the operation of the Owner and the work of other separate Continuing contractors, as applicable.**
- (h) Use the schedule to report progress and for determining delays in achieving the project completion date(s).**

48.6 Work Plan:

The Contractor shall submit to the Owner's Engineer a weekly work plan on the required form identifying controlling work items expected to be underway during the upcoming weekly period.

(a) Objective and Definition:

The objective of the work plan (FDOT Form 700-010-15, Construction 10/02) shall be to identify those major controlling work items which if not worked on during the planned period, would delay project completion as set by the Contractor's approved construction progress schedule(s). Critical activities as detailed in the Contractor's approved construction progress schedule(s) are considered controlling items of work. Approval of the work plan is by the Owner's Engineer.

(a) Responsibility:

The Contractor shall be responsible for identifying and executing work items necessary to insure project completion according to the work schedule. The Contractor will insure the work proposed complies with all sequencing or other requirements established in the contract special provisions, plans or the standard specifications.

(c) Work Plan Meeting:

The Contractor's work plan identifying controlling work items expected to be underway during the upcoming weekly period shall be submitted at and discussed during scheduled weekly construction progress meetings.

48.7 No separate cost item is provided for construction schedules, the cost of which shall be included in the unit prices for items in the Proposal.

**SECTION IX
SUPPLEMENTAL SPECIFICATIONS**

1. STANDARD SPECIFICATIONS

1.1 All work of this Contract shall conform to the applicable Division II and Division III Specifications of the Florida Department of Transportation Standard Specifications for *Road and Bridge Construction*, 2016, except as amended and/or supplemented hereinafter. Reference to Section numbers hereinafter apply to the FDOT Standard Specifications sections. References within the FDOT Standard Specifications to Department or District shall be understood to mean the Owner or its appointed representative.

2. 101 MOBILIZATION

2.1 Section 101-2.2 is amended as follows. Partial payments will be made in accordance with the following:

Percent of original contract amount earned	Allowable percent of the lump sum price for the item
5	25
10	50
25	75
50	100

The standard retainage will be applied to these allowances. Partial payments made on this item shall in no way act to preclude or limit any of the provisions for partial payments otherwise provided for the contract.

Payment shall be made under:

Part 1 – Roadway Improvements
Item #101-1- Mobilization - Per Lump Sum

Part 2 – Signal Improvements
Item #101-1- Mobilization - Per Lump Sum

3. 102 MAINTENANCE OF TRAFFIC

- 3.1** Traffic shall be maintained in accordance with U.S. Department of Transportation's Manual on Uniform Traffic Control Devices (MUTCD) Latest Edition with Revisions, FDOT Design Standard Index 600 Series and FDOT Standard Specification Section 102.
- 3.2** The Contractor shall submit to the Engineer a Traffic Control Plan(s) for review and approval, a minimum of 21 calendar days prior to the proposed activation of such plan(s). The Contractor shall provide a Worksite Traffic Supervisor, per FDOT Standard Specification Section 102-3.2, who will be responsible for initiating, installing and maintaining all traffic control devices.
- 3.3** The Contractor shall not isolate residences and places of business. Access shall be provided to all residences and all places of business whenever construction interferes with the existing means of access.
- 3.4** Off-duty police or sheriff deputies shall be used during various maintenance of traffic operations including: signalization adjustments and installations including all overhead work, and for any temporary road closure.
- 3.5** Prior to any required road closings, Contractor is to perform exploratory excavations and investigation as necessary to identify existing utilities locations (underground and overhead) and any conflict areas. Any required utility relocations to be scheduled and coordinated with Owner and utility companies prior to any road closing.
- 3.6** For moving pavement marking operations on two-lane roadways, the Contractor shall provide a lead vehicle in order to warn oncoming motorists of construction ahead. This vehicle shall be operated approximately four hundred feet (400') in advance of the painting vehicle. The lead vehicle and painting vehicle shall be equipped with flashing lights and the appropriate signs. For moving pavement operations on multi-lane highways, a trailing vehicle equipped with a flashing arrow board will be required.
- 3.7** Non-Compliance: Should the Owner or Engineer determine that traffic within the project is not being maintained in accordance with the approved traffic control plan, or presents a public safety concern, the Contractor shall have 3 hours after notification is given, to take corrective action. Should the Contractor fail to make such modification, the Owner shall have the option to fine the Contractor \$50.00 per hour (from the time of notification) until remedied and or correct the situation. The cost of such corrective action taken by the Owner shall be deducted from monies due the Contractor.

- 3.8 If drop-offs within the clear zone are greater than six inches (6") during a daylight moving operation (pipe installation, etc.), the Contractor shall erect a concrete barrier and relocate as operation proceeds, with attenuator ends. This specification supersedes and is in addition to FDOT Index 600 series.
- 3.9 Materials for driveway maintenance shall be provided pursuant to FDOT Standard Specification Section 102-8 for all impacted driveways.
- 3.10 Compensation: All compensation for Maintenance of Traffic shall be lump sum. This shall include all items and services necessary for the safe maintenance of traffic within the project limits in conformance with the FDOT Index 600 Series and MUTCD 2009 Specifications w/ 2012 Revisions. This shall include, but not be limited to, message boards, concrete barrier walls, flaggers, construction and advisory signing, detours, temporary pavement, striping, maintenance of pavement, asphaltic concrete curb, stormwater removal, temporary drainage structures and pipe, pumps, flashing arrow boards, high intensity flashing lights, removable and temporary pavement markings, steel traffic plates, temporary signal loops and temporary reflective pavement markers, and traffic control officer for maintenance of traffic.

Payment shall be made under:

Part 1 – Roadway Improvements
Item #102-1- Maintenance of Traffic - Per Lump Sum

Part 2 – Signal Improvements
Item #102-1- Maintenance of Traffic - Per Lump Sum

4. 104 PREVENTION, CONTROL AND ABATEMENT OF EROSION AND WATER POLLUTION

- 4.1 Furnish all labor, materials, equipment, and services to provide erosion control measures on the project site and in areas outside the project site where work is accomplished in conjunction with the project, so as to prevent pollution of water, detrimental effects to public or private property adjacent to the project site and damage to work on the project. Construct and maintain temporary erosion control features or, where practical, construct and maintain permanent erosion control features as shown in the plans or as may be directed by the Engineer.
- 4.2 All erosion and water pollution control measures shall be performed in accordance with the other requirements of these Specifications and Contract Documents, and Brevard County Ordinances, FDOT

Standard Specifications Section 104, and in accordance with the Best Management Practices described in the State of Florida Erosion and Sediment Control Designer and Reviewer Manual and the Florida Department of Environmental Protection's Stormwater, Erosion, and Sedimentation Control Inspector's Manual.

- 4.3 A National Pollutant Discharge Elimination System (NPDES) Construction Permit is required by the U.S. Environmental Protection Agency (EPA) pursuant to 40 CFR Part 122.26. In Florida, the EPA has delegated processing and approval of this permit to the Florida Department of Environmental Protection (FDEP). The NPDES Construction Permit requires preparation of a Stormwater Pollution Prevention Plan (SWPPP). The SWPPP will include the Contractor's erosion control plan and all additional measures that will be employed by the Contractor to dispose of, control, or prevent the discharge of solid, hazardous, and sanitary wastes to waters of the U.S. The SWPPP must include the Contractor's procedures to control off-site tracking of soil by vehicles and construction equipment and a procedure for cleanup and reporting of non-storm water discharges, such as contaminated groundwater or accidental spills. The Owner must review and approve the Contractor's SWPPP prior to submittal to FDEP. The Contractor shall obtain the NPDES permit prior to commencement of land disturbing activities at the project site.**
- 4.4 Failure to sign any required documents or certification statements will be considered a default of the Contract. Any earth disturbing activities performed without the required signed documents, certifications or statements may be considered a violation of the Clean Water Act by the EPA.**
- 4.5 Preconstruction Conference: Seven (7) days prior to the Preconstruction Conference, the Contractor shall present preliminary SWPPP, including the Contractor's plans and schedules for prevention, control, and abatement of erosion and water pollution in accordance with the requirements and documents referenced above.**
- 4.6 Staked silt fence and/or turbidity curtains shall be installed where shown on the plans and permits in accordance with standard construction practices, and in accordance with all Federal, State and local regulations. Quantities for this item are approximate only and are provided for Contractor's bidding purposes. Field conditions may require more or less fencing/curtains. Contractor to coordinate with the Resident Construction Monitor. Additional silt fence and/or turbidity curtains in series may be required to meet water quality**

requirements. Maintenance of erosion control devices are the responsibility of the Contractor. Any additional turbidity curtains or silt fence required shall be provided at Contractor's expense.

- 4.7 A turbidity control device must be used wherever water depth and/or flow prevent the use of staked silt fence or other approved erosion control devices. A description of the turbidity control device must be provided in the Contractor's SWPPP. A floating turbidity apron/curtain that extends from the water surface to the bottom shall be installed as required by the plans and/or permits prior to commencement of construction and shall remain in place until construction is completed and turbidity within the work area has returned to background levels.
- 4.8 Storm Sewer System: The Contractor shall protect the storm sewer system from erosion and sedimentation during construction. This may include the use of synthetic bales, silt fences or any other method approved by the Engineer. Should any construction item be damaged due to erosion or sedimentation, the Contractor shall repair or replace the item with no additional compensation. All new and existing (where called out to remain) storm sewer pipes and all drainage structures shall be clean and free from silt prior to final acceptance.

Payment shall be made under:

Item#104-1 PREVENTION, CONTROL AND ABATEMENT OF EROSION AND WATER POLLUTION – Per Lump Sum

5. 110 CLEARING & GRUBBING

- 5.1 Where so indicated in the plans, designated in the Special Conditions or directed by the Engineer, desirable trees within the area to be cleared and grubbed shall be protected and left standing.
- 5.2 The work specifically covered under this Article consists of the removal and disposal of structures, pipes, flexible or concrete pavement, concrete sidewalk, curb, and curb and gutter found within the limits of the area to be cleared and grubbed, and shown in the plans or directed by the Engineer to be removed.
- 5.3 Selective clearing and grubbing within easement limits shall be included in payment for selective clearing and grubbing. The contractor shall seek to minimize disruption within easements, any damage to items within the easements shall be remedied by the

Contractor. The County shall have the authority to modify selective clearing and grubbing limits based on changed site conditions. The Contractor shall replace all damaged plants, irrigation, and planters, within the temporary construction easements to an equal or better condition.

Payment shall be made under:

**Item#110-1-1 — Clearing and Grubbing – Per Acre
Item#110-4 – Removal of Existing Concrete Pavement (Curb & Sidewalk) – Per Square Yard**

6. 160 STABILIZING

- 6.1 Subarticle 160-5.1 (Page 190) is modified by the addition of the following: The stabilization thickness indicated on the Plans shall be considered a minimum thickness. Thickness will vary to conform to the lines and grades shown in the Plans. Minimum L.B.R. = 40 - No under-tolerance. The use of a vibratory roller will not be allowed.**

Payment shall be made under:

Item #160-4 – Type B Stabilization - Per Square Yard

7. 285 OPTIONAL BASE COURSE

- 7.1 The base material for all paved surfaces shall be lime rock or cemented coquina. Other optional base course materials may be considered by the owner (with the exception of black base which will not be considered). Should the contractor wish to utilize an optional base course pursuant to FDOT Section 285, the contractor shall submit all necessary data and shop drawings to be reviewed and approved by the Owner and Owner's Engineer.**
- 7.2 Only one type of optional base material shall be used through the project limits.**

Payment shall be made under:

Item #285-709 - Optional Base, Base Group 09 – Per Square Yard

8. 520 CONCRETE GUTTER, CURB ELEMENTS AND TRAFFIC SEPARATOR

- 8.1 All concrete for this section shall meet the requirements of Section 347 with the exception that the concrete must be 3000 PSI. No under tolerance shall be accepted. If 28 day break falls below specified strength, the Contractor is to remove and replace concrete at no additional cost to the Owner. Compacted subgrade shall be constructed where called for on the plans. Should existing soils be found to be unsuitable, additional compatible materials shall be brought to the site and compacted for use as subgrade. No separate payment will be made for excavation and replacement of unsuitable material and compacting the subgrade.**

Payment shall be made under:

- Item #520-1-10 CURB & GUTTER CONCRETE , TYPE F (3000 PSI) –
Per Linear Foot**
**Item #520-2-1 CURB & GUTTER CONCRETE, TYPE A (3000 PSI) –
Per Linear Foot**

9. 522 CONCRETE SIDEWALK

- 9.1 The sidewalk is to be constructed of 6" thick (unless noted otherwise on the plans) and meet the requirements of Section 347 with the exception that the concrete must be 3000 PSI concrete with fibermesh. No under tolerance will be accepted; if 28 day breaks fall below specified strength, contractor is to remove and replace the sidewalk at no additional cost to the County. Concrete to be constructed over 6" compacted subgrade, compacted 95% maximum density, T-99. Should existing soils be found unsuitable for compaction, additional Compactible materials shall be brought to the site for use as subgrade. No separate payment will be made for the 6" compacted subgrade.**
- 9.2 FDOT Section 346-11 is to be deleted, and replaced by the following:
"Any concrete that does not meet the 28-day design strength shall be removed and replaced by the Contractor at no extra cost to the Owner."**
- 9.3 No meter box or valve boxes are to be installed within sidewalks. All meter and/or valve boxes shall be designed to be located out of sidewalk areas. Form boards used for construction of sidewalks are to be 2"x6" minimum (no 2"x4" form boards).**
- 9.4 Cost of material at designated locations on the plans shall be included**