II.A.4

AGENDA REPORT
March 6, 2018

SUBJECT:
Approval RE: Permission to Solicit Request for Qualifications (RFQ) for Design Engineering Services; Approve and Authorize the Chair to Execute Florida Department Of Transportation (FDOT) Local Agency Program (LAP) Agreement and Resolution for the John Rodes Boulevard Sidewalk – District 5

FISCAL IMPACT:
$150,000 LAP Funding

DEPT/OFFICE:
Public Works

REQUESTED ACTION:
It is requested the Board authorize the advertisement and award of the Request for Qualifications (RFQ) for the engineering design of the John Rodes Boulevard Sidewalk. Additionally, it is requested the Board authorize the Chair to execute the RFQ contract and the forthcoming FDOT LAP Agreement and Resolution. Further, it is requested the Board approve any Budget Change Requests associated with this action and authorize the Chair to execute all necessary documents, agreements and resolutions related to this project contingent upon review and approval by the County Attorney and Risk Management.

SUMMARY EXPLANATION and BACKGROUND:
FDOT will program $150,000 in funds for the engineering design of the John Rodes Boulevard Sidewalk FPN 441449-1 in the Department's FY 2019. The project consists of the design of an 8-ft wide sidewalk on the west side of John Rodes Boulevard from SR 518 (W. Eau Gallie Blvd) to Aurora Road. The existing 5-ft sidewalk, approximately 1,240 LF, will be widened to 8-ft, bringing the total length of 8-ft wide sidewalk to 4,400 LF. A portion (100 LF) of the existing 5-ft sidewalk over the drainage canal is to remain. The design will include reconstruction of curb ramps with detectable warning surfaces, relocation of signs, updating existing pedestrian crossings, reconstruction of guardrail at the SW quadrant of Aurora Road, reconstruction of existing driveways and construction of a bus transit stop. No additional right-of-way acquisition is anticipated for the John Rodes Sidewalk.

In accordance with BCC-25 Procurement Policy, Board approval is required for solicitation and award of RFQ/Bids for projects $100,000 or above when not previously approved by the Board. This project was not included in the Public Works Department FY 2017/2018 Five-Year Capital Improvement Plan, because at the time of budget submission, the grant was not funded. In order to meet FDOT's project timeline, staff needs to advertise the RFQ and proceed with the selection process. The LAP Agreement for the design phase will be submitted to the County in the upcoming months. Upon review and approval by the County Attorney and Risk Management, the Chair will execute all necessary documents, agreements and resolutions as required for this project.

ATTACHMENTS:

	Description
D	Project Map

REVIEWERS:

Department	Reviewer
Public Works	Thomas, Tammy
Central Services	Camarata, Teresa

Brevard COUNTY

BOARD OF COUNTY COMMISSIONERS

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

Inter-Office Memo

RECEIVED
APR 26 2019
County Manager's Office

TO: Kristine Isnardi, Chair

THRU: Frank Abbate, County Manager

THRU: John P. Denninghoff, Assistant County Manager

THRU: Corrina Gumm, P.E., Interim Public Works Department Director

FROM: Tammy Thomas-Wood, Support Services Manager

RE: Engineering Design Services - John Rodes Boulevard Sidewalk – Contract Execution

DATE: April 23, 2019

On March 6, 2018, the Board of County Commissioners authorized the solicitation and award of the Request for Qualifications for the engineering design services for the John Rodes Boulevard Sidewalk. Since that time, the solicitation, selection, and negotiations have been completed. Hanson Professional Services Inc. has been awarded the contract for these design services. The Board approval also authorized the Chair to execute the contract contingent upon review and approval by the County Attorney and Risk Management.

Per Administrative Order-29 Contract Administration, the contract was reviewed and approved by the County Attorney and Risk Management. Staff is respectfully requesting signature by the Chair of the contract for the Engineering Design Services – John Rodes Boulevard Sidewalk. The Clerk will attest the Chair's signature.

Clerk to the Board Instructions: Upon action by the Clerk, please retain one fully executed contract. To return the other copy of the fully executed contract to the Public Works Department, please contact Jeanette Scott at 321-617-7202 or by email at jeanette.scott@brevardfl.gov.

Please feel free to contact our office if you have any questions or concerns.

Encl: Contract (2 copies)
Clerk's Memorandum Board Approval
Administrative Order-29 Initial Contract Review and Approval Form

cc: Jon McLester, Procurement Supervisor

BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS

INITIAL CONTRACT REVIEW AND APPROVAL FORM

SECTION I - GENERAL INFORMATION

1. Contractor: Hanson Professional Services Inc.	
2. Fund/Account #: 1700/344953	**3. Department Name:** Public Works
4. Contract Description: Professional Services Contract - Design of John Rodes Blvd Sidewalk	
5. Contract Monitor: Jeanette Scott	**7. Contract Type:** CONSULTANT
6. Dept/Office Director: Corrina Gumm, P.E., Interim Director	

SECTION II – REVIEW AND APPROVAL TO ADVERTISE

COUNTY OFFICE	APPROVAL YES	APPROVAL NO	SIGNATURE
User Agency	☐	☐	
Risk Management	☐	☐	
County Attorney	☐	☐	

SECTION III – REVIEW AND APPROVAL TO EXECUTE

COUNTY OFFICE	APPROVAL YES	APPROVAL NO	SIGNATURE
User Agency	☐	☐	Jenny Thomas-Ward 4/1
Risk Management	☑	☐	Matt Lairsey — Digitally signed by Matt Lairsey, DN: cn=Matt Lairsey, o=Brevard County Board of County Commissioners, ou=Brevard County Risk Management Office, email=matt.lairsey@brevardfl.gov, c=US, Date: 2019.04.03 13:52:17 -05'00'
County Attorney	☑	☐	Brewer, Jad — Digitally signed by Brewer, Jad, Date: 2019.03.29 13:11:39 -04'00'

SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

CM DATABASE REQUIRED FIELDS	Complete ✓
Department Information	☐
Department	☐
Program	☐
Contact Name	☐
Cost Center, Fund, and G/L Account	☐
Vendor Information (SAP Vendor #)	☐
Contract Status	☐
Contract Title	☐
Contract Type	☐
Contract Amount	☐
Storage Location (SAP)	☐
Contract Approval Date	☐
Contract Effective Date	☐
Contract Expiration Date	☐
Contract Absolute End Data (No Additional Renewals/Extensions)	☐
Material Group	☐
Contract Documents Uploaded in CM database (Initial Contract Form with County Attorney/ Risk Management Approval; Signed/Executed Contract)	☐
"Right To Audit" Clause Included in Contract	☐
Monitored items: Uploaded to database (Insurance, Bonds, etc.)	☐

Brevard County Public Works Department

Engineering Design Services
John Rodes Boulevard Sidewalk

Brevard County Public Works Department
2725 Judge Fran Jamieson Way, Building A, Suite 201
Viera, Florida, 32940

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Professional Services Contract

(Engineering Design Services for John Rodes Sidewalk)

This is a Contract entered into by and between Board of County Commissioners of Brevard County, Florida, a political subdivision of the State of Florida, hereinafter referred to as "County" and Hanson Professional Services Inc., having a business address of 8075 Gate Parkway West, Suite 204, Jacksonville, Florida 32216 hereinafter referred to as "Contractor".

Recitals

Whereas, on March 6, 2018 the Board of County Commissioners granted permission to solicit the engineering services for the design of the John Rodes Boulevard Sidewalk, hereafter referred to as "Project"; and

Whereas, the County issued a competitive solicitation for these engineering services pursuant to Request for Qualifications 4-18-10;

Whereas, the County selected and successfully negotiated these engineering services and related services for the Project and are described in Attachment "A" Scope of Services, attached hereto and made a part hereof by this reference.

Whereas, on March 6, 2018 the Board of County Commissioners also granted permission for the Chair to execute all necessary agreements related to this Project; and

Now, therefore, in consideration of the mutual agreement hereinafter contained, the County hereby retains the Contractor, and the Contractor hereby covenants to provide professional services as prescribed herein.

The foregoing recitals are true and are incorporated herein by reference.

Section 1 - General Identification of Services

All professional services provided by the Contractor for the County shall be identified in the Scope of Services, attached hereto as Attachment "A", and performed to current professional standards of the applicable discipline and as further set forth in Section 3. No additional work shall be performed under this Contract without a written Notice to Proceed authorized by the County. The written Notice to Proceed for additional services, as approved by the County, shall constitute an addendum to this Contract.

Section 2 - County Obligations

The County agrees that they shall furnish to the Contractor, upon request, any data available in the County's files pertaining to the work to be performed under this Contract.

Section 3 - Professional Services

Upon receipt of Notice to Proceed, Contractor agrees to perform professional services associated with the Scope of Services, Attachment "A" in accordance with the negotiated terms of this Contract, and exercise the degree of care and diligence in performance of the services in accordance with the customary accepted professional standards currently practiced by firms in Florida and as further set forth herein. The Contractor warrants the adequacy of work provided under this Contract, and agrees to correct any errors and omissions that may be required because work was found substandard and/or not in compliance with the standard of care as set forth in this Contract. This remedy shall be cumulative to all other remedies available under law.

The Contractor further agrees the standard of care required of the Contractor to provide the professional services under the Contract includes, and the Contractor shall:

A. Maintain an adequate staff of experienced qualified personnel licensed in the State of Florida in performing the work.
B. Comply with federal, state and local laws, and ordinances applicable to the work. Contractor shall comply with Florida Department of Transportation (FDOT) Form 375-040-84 Local Agency Program (LAP) Terms for Federal-Aid contracts,

attached hereto as Attachment "D" and made a part hereof by this reference.

C. Cooperate fully with the County in the scheduling and coordination of all phases of the work.
D. Cooperate and coordinate with other County contractors, as directed by the County.
E. Report the status of the work to the County upon request and hold pertinent data, calculations, field notes, records, sketches and other projects open to the inspection of the County or its authorized agent at any time.
F. Submit for County review design computations, sketches and other data representative of the work's progress which may be stipulated in Attachment "A". Submit for County approval the final work product upon incorporation of any modifications requested by the County during any previous review. Any County approval of the Contractor's plans, design and/or specifications shall not be deemed to diminish the Contractor's agreement set forth above.
G. Confer with the County during the further development and implementation of improvements for which the Contractor has provided design or other services.
H. Interpret plans and other documents; correct errors and omissions and prepare any necessary plan or survey revisions required, at no additional cost.
I. Prior to final approval of the work by the County, conduct and complete a preliminary check of any construction documents through any review committee, third party consultant or any county, city, state or federal agency from which a permit or other approval is required. Any approval obtained from the County or any other agency shall not be deemed to diminish or discharge the Contractor from the warranties provided for in this Contract.
J. Testify regarding construction plans in any condemnation action filed by the County in connection with this Project.

Section 4 - Time of Completion

The services to be rendered by the Contractor shall commence upon receipt of a written Notice to Proceed from the County subsequent to the execution of the Contract and shall be completed within the time stated as: **Nine Calendar Months from the Notice to Proceed.**

A reasonable extension of time shall be granted in the event there is a delay on the part of the County in fulfilling its part of the Contract or should weather conditions, acts of God or hidden conditions delay performance of the Contractor's duties. Such extensions of time shall be the sole remedy of the Contractor for such delays, and the Contractor will not be entitled to any damages or any claim for extra compensation.

Section 5 - Compensation

The County agrees to pay and the Contractor agrees to accept, for services rendered pursuant to this Contract, fees and other compensation based on the Schedule of Fees, Attachment "B", attached hereto and made a part hereof by this reference. **The total cost of the Project shall not exceed $167,605.20.** The fee for these services is the maximum cost to the County for all work performed by the Contractor for the services rendered pursuant to the Scope of Services, Attachment "A". Additional services under this Contract shall, if required and requested, be compensated in accordance with the Schedule of Fees, Attachment "B". A determination of allowable cost in accordance with the Federal cost principles will be performed by the County for services to be rendered under this Contract.

Section 6 - Payment and Partial Payments

Subject to the County's right to withhold any amounts reasonably necessary to complete or correct defective or substandard work, the County shall make monthly payments or partial payments to the Contractor for all authorized work performed during the previous calendar month, and in accordance with the Scope of Services, Attachment "A".

A. The Contractor shall submit signed invoices to the County.
B. The amount of each invoice submitted shall be the amount due for all services performed to date in connection with authorized work, as certified by the Contractor.
C. Invoices for work other than lump sum shall include a breakdown for each part of the work billed and personnel as identified in Attachment "B".
D. The Contractor shall provide a schedule of work with anticipated costs for each milestone in the schedule.

E. The County shall adhere to the Florida Prompt Payment Act, Sections 218.80 through 218.80, Florida Statutes. County Administrative Order-33 directs the prompt payment of invoices, attached herein as Attachment "E".

Section 7 - Schedule of Work

The County shall have the sole right to determine the units or sections of the work on which the Contractor shall proceed and in what order. Should a work revision effect a change in scope, cost or schedule, the Contractor shall submit such revisions for review and, if warranted, approval by the County in writing.

Section 8 - Right of Decisions

All services shall be performed by the Contractor to reasonable professional standards and practices, and to the reasonable requirements of the County. The County Public Works Director or designee shall decide and dispose of all claims, questions and disputes arising under this Contract. Such determination shall be written and shall be final, conclusive and binding upon the parties hereto unless such determination is clearly arbitrary or unreasonable. In the event the Contractor does not concur with the decisions of the County, within ten days after determination by the Public Works Director or designee, the Contractor shall present any such objections in writing to the County Public Works Director and, upon request, any adverse determination shall be referred to an appeal board comprised of a representative of the County Attorney's Office, County Manager's Office and the Public Works Department for review and disposition at a hearing to be held within ten days after receipt of the appeal. This paragraph does not constitute a waiver of either party's right to proceed in a court of competent jurisdiction, provided that prior to filing any suit the Contractor goes through the appeal process established in this Contract and provided further that the Contractor strictly abides by the ten-day time deadline set forth in this paragraph.

Section 9 - Ownership of Documents

All design calculations, reports, tracings, plans, specifications, maps, contract documents, and/or other work products developed by the Contractor pursuant to this Contract shall become the property of the County without restrictions or limitations upon

their use and shall be made available by the Contractor at any time upon request by the County. When each individual section of work requested pursuant to this Contract is complete, all of the above work products shall be delivered to the County for its use.

Section 10 - Reuse of Documents

The Contractor may not reuse data or work products exclusively developed for this project by the Contractor for the County without express written permission of the County. The County acknowledges that none of the documents or materials are intended or represented by the Contractor to be suitable for reuse by the County, or others on any extension of the project or on any other project. Any reuse without written verification or adaptation by the Contractor for the specific purpose intended will be at the County's sole risk and without liability or legal exposure to the Contractor.

Section 11 - Notices

Any notices, reports or other written communications from the Contractor to the County shall be considered delivered when posted by certified mail, delivered in person or by e-mail to:

Public Works Department
Tammy Thomas-Wood, Support Services Manager
2725 Judge Fran Jamieson Way, Building A, Suite 201
Viera, FL 32940
tammy.thomas-wood@brevardfl.gov

Any notices, reports or other communications from the County to the Contractor shall be considered delivered when posted by certified mail, delivered in person or by e-mail to the Contractor at the last address left on file with the County or delivered in person to said Contractor or the Contractor's authorized representative.

Section 12 - Audit Rights

In performance of this Contract, the Contractor shall keep books, records, and accounts of all activities related to this Contract in compliance with generally accepted accounting procedures. All documents, papers, books, records and accounts made or received by

the Contractor in conjunction with this Contract, and the performance of this Contract shall be open to inspection during regular business hours by an authorized representative of the County. The Contractor shall retain all documents, books and records for a period of five years from date of final payment or termination of this Contract, unless such records are exempt from section 24(a) of Article I of the State Constitution and Ch. 119, Florida Statutes. All records or documents created by or provided to the Contractor by the County in connection with this Contract are public records subject to Florida Public Records Law, Chapter 119, Florida Statutes. All records stored electronically must be provided to the County in a format compatible with the information technology systems of the County.

The Contractor shall ensure that public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Contract and following completion or termination of the Contract if the Contractor does not transfer the records to the public agency. In lieu of retaining all public records upon completion or termination of this Contract, the Contractor may transfer, at no cost to the County, all public records in possession of the Contractor. If the Contractor transfers all public records to the County upon completion or termination of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

Section 13 – Public Records

Pursuant to Section 119.0701, a request to inspect or copy public records relating to this Contract must be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Contractor of the request and the Contractor must provide the records to the County or allow the records to be inspected or copied within twenty-four hours (not including weekends and legal holidays) of the request so the County can comply with the requirements of Sections 119.07. The Contractor may also provide a cost estimate to produce the requested documents consistent with the policy set forth in Brevard County Administrative Order-47, incorporated herein by this reference and included in Attachment "E".

If the Contractor fails to provide the requested public records to the County within a reasonable time, the Contractor may face civil liability for the reasonable cost of enforcement incurred by the party requesting the records and may be subject to criminal penalties. Sections 119.0701, 119.110. The Contractor's failure to comply with public records requests is considered a material breach of this Contract and grounds for termination.

Should the County face any legal action to enforce inspection or production of the records within the Contractor's possession and control, The Contractor agrees to indemnify the County for all damages and expenses, including attorney's fees and costs. The Contractor shall hire and compensate attorney(s) to represent the Contractor and County in defending such action. The Contractor shall pay all costs to defend such action and any costs and attorney's fees awarded pursuant to Section 119.12.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR PUBLIC WORKS:
ROBERT HENDRICKS 321-617-7202 robert.hendricks@brevardfl.gov

Section 14 – E-Verify

The Contractor shall utilize the United States Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Contractor during the term of the Contract; and

A. Contractor shall expressly require any subcontractors performing work or providing services pursuant to this Contract to likewise utilize the United States 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; and

B. Compliance with the terms of this section is made an express condition of this Contract and the County may treat a failure to comply as a material breach of this Contract.
C. A contractor who registers with and participates in the E-Verify program may not be barred or penalized under this section if, as a result of receiving inaccurate verification information from the E-Verify program, the contractor hires or employs a person who is not eligible for employment.
D. Nothing in this section may be construed to allow intentional discrimination of any class protected by law.

Section 15 - Subcontracting

The Contractor shall not subcontract, assign, or transfer any work under this Contract without the written approval of the County. When applicable, the Contractor shall cause the names of any subcontracted firms responsible for major portions (or separate specialty) of the work to be inserted in pertinent documents or data.

Section 16 - Attorney's Fees

In the event of any legal action to interpret or enforce the terms of this Contract or any provision hereof, each party shall bear its own attorney's fees and costs and any trial shall be non-jury.

Section 17 – Venue

Venue for any legal action brought 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.

Section 18 - Contingent Fees

The Contractor warrants that no person or company was employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, accepting bona fide employee, any fee commission, contribution, donation, percentage, gift, or any other consideration, contingent upon, or resulting from award of this Contract. For any breach or violation of

this provision, the County shall have the right to terminate this Contract, without liability, and, at its discretion, to deduct from the Contract price or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration and any damages and shall be responsible for reporting the details of such breach or violation to the proper legal authorities where and when appropriate.

Section 19 - Termination/Modification of Contract

A. If through any cause, the Contractor shall fail to fulfill its obligations under this Contract, or if the Contractor violates any of the covenants, agreements, or stipulations of this Contract, the County shall have the right to terminate this Contract by giving written notice to the Contractor of such termination, specifying the effective date thereof. Notice shall be given at least ten days before the effective date of such termination.

B. The County reserves the right to terminate this Contract, without cause, upon thirty days written notice. The Contractor may terminate this Contract for any reason upon thirty days written notice provided that any outstanding approved work is completed by the Contractor.

C. In the event of termination by the County, the County's sole obligation to the Contractor shall be payment for those portions of satisfactorily, completely, performed work previously authorized. Such payment shall be determined on the basis of the hours of work performed by the Contractor, or the percentage or work complete as estimated by the Contractor and agreed upon by the County up to the time of termination. In the event of such termination, the County may, without penalty or other obligation to the Contractor, elect to employ other persons to perform the same or similar services.

D. The terms of this Contract may be modified upon the mutual agreement of the Contractor and the County as confirmed in writing.

E. In the event that the Contractor changes names, merges with another company, becomes a subsidiary or makes other substantial change in structure or in principals, the County reserves the right to terminate this Contract subject to the terms described above.

F. In the event of termination of this Contract, the Contractor agrees to surrender

any and all documents prepared by the Contractor for the County in connection with this Contract, of which, the County shall have full ownership thereof, Contractor shall retain copies of such documents for record purposes.

Section 20 - Duration of Contract

This Contract shall be effective from the date of the last signature and remain in full force and effect for the duration of the Project, unless it is terminated as otherwise provided herein.

Section 21 - Default

In the event the Contractor fails to comply with the provisions of this Contract, the County may declare the Contractor in default by written notification. In the event partial payment has been made for professional services not completed, the Contractor shall return any sums due to the County as a result of Contractor's default within ten days after notice and demand that said sums are due. The Contractor shall not be compensated on a percentage of any deficient professional services which have been performed at the time the County declares a default. The County shall pay for that portion, if any, of the performed work which is used or useful by any other consultant retained by the County to finish the work to the extent that the County does not incur additional costs over those set forth in the Contractor's Contract.

Section 22 - Indemnification & Insurance

The Contractor will be required to procure and maintain, at their own expense and without cost to the County, until final acceptance by the County of all products or services covered by this Contract, the following types of insurance. The policy limits required are to be considered minimum amounts.

A. **General Liability Insurance** with a $1,000,000 combined single limit for each occurrence to include the following coverages: Operations, Products and Completed Operations, Personal Injury, and Contractual Liability.
B. **Auto Liability Insurance** which includes coverage for all owned, non-owned and hired vehicles with $1,000,000 combined single limit for each occurrence.
C. Errors and Omissions: The Contractor shall be liable and responsible for his/her

errors and omissions in performance of any and all contract responsibilities. Contractor shall carry professional liability insurance and indemnify the County against his/her errors and omissions as specified herein below.

D. **Professional Liability Insurance** in the amount of $1,000,000 per claim and $3,000,000 in the annual aggregate covering the risk of errors and omissions in the professional services provided under this Contract. If such policy is written on a "claims made" (rather than "occurrence") basis, continuous coverage shall be maintained in effect from the date of commencement of services to a period of at least four years beyond the termination or completion of services or until expiration of on any applicable statute of limitations, whichever is longer.

E. **Workers' Compensation and Employers Liability Insurance** (for statutory limits) as required by Florida Statutes, Chapter 440.

The Contractor shall provide Certificate (s) of Insurance to the County demonstrating that the aforementioned insurance requirements have been met prior to the commencement of work under this Contract. Insurance carriers providing coverage required herein must be licensed or authorized to conduct business in the State of Florida and must possess A.M. Best's Financial Strength Rating of A- Class VIII or better. The Certificate (s) of Insurance shall indicate that the policies for General Liability and Auto Liability have been endorsed to cover the County as an additional insured (a waiver of subrogation in lieu of additional insured status on the Workers' Compensation policy is acceptable) and that these policies may not be cancelled or modified without thirty days prior written notice to the County.

The insurance coverages enumerated above constitute the minimum requirements and shall in no way lessen or limit the liability of the Contractor under the terms of the contract. Sub-consultant's insurance shall be the responsibility of the Contractor.

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the County, the State of Florida, Department of Transportation, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or

intentional wrongful misconduct of the contractor and persons employed or utilized by the Contractor in the performance of this Contract.

This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the County's sovereign immunity.

The County shall be held harmless against schedule delay claims of any kind, including but not limited to loss of efficiency or productivity, arising out of or resulting from the performance of the products or services for which the County is contracting hereunder, to the extent caused by the negligent acts, recklessness, or intentional wrongful conduct of the Contractor, or any of their agents or employees, including subcontractors. Such negligent acts by the Contractor include, but are not limited to, any errors or omissions in the Contractor's design services.

Section 23 - Quality Control

The Contractor agrees to a high level of quality control and accuracy. The County may request additional data collection or re-analysis of data at no expense to the County. If the original data collected and/or data analysis is found to be accurate and reasonable, the Contractor shall be compensated for the additional work in accordance with Section 5 of this Contract.

The County will evaluate the Contractor's performance within sixty days of final invoice by e-mail to the Contractor. The evaluation will be a public record. The evaluation will be used by the County in determining the Contractor's qualifications for future contracts with the County.

Section 24 – Public Entity Crimes

The Contractor shall provide a fully executed Public Entity Crimes Affidavit in accordance with Florida Statutes 287.133 prior to execution of this Contract attached hereto as Completed Forms, Attachment "C" and made a part hereof by this reference.

Section 25 – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Federal-Aid Contracts

The Contractor shall provide a fully executed FDOT Form 375-030-32, certifying that neither the Contractor nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by any federal department or agency, prior to execution of this Contract, attached hereto as Completed Forms, Attachment "C" and made a part hereof by this reference.

Section 26 – Certification for Disclosure of Lobbying Activities on Federal-Aid Contracts

The Contractor shall provide a fully executed FDOT Form 375-030-33 Certification for Disclosure of Lobbying Activites on Federal-Aid Contracts, prior to execution of this Contract, attached hereto as Completed Forms, Attachment "C" and made a part hereof by this reference.

Section 27 - Interest of Commissioners and Others

No officers, members or employees of the County, and no members of its governing body, and no other public official of the governing body of the locality or localities in which services for the facilities are situated or carried out, who exercises any functions or responsibilities in the review or approval of this Project, shall participate in any decision relating to this Contract which affects their personal interest, or have any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof.

Section 28 - Interest of Contractor

The Contractor covenants that it presently has no conflict of interest and shall not acquire any interest, direct or indirect, which shall conflict in any manner or degree with the performance of services required to be performed under this Contract. The Contractor further covenants that, in the performance of this Contract, no person having any such interest shall be employed. The Contractor shall provide a fully executed FDOT Form 375-030-50 Conflict of Interest/Confidentiality Certification prior to

execution of this Contract, attached hereto as Completed Forms, Attachment "C" and made a part hereof by this reference.

Section 29 - Entirety of Contract

This writing, together with documents referenced herein, embody the entire agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein. No alteration, change, or modification of the terms of this Contract shall be valid unless made in writing, signed by both parties. This Contract, regardless of where executed, shall be governed by and construed according to the laws of the State of Florida.

Section 30 – Severability

In the event a court of competent jurisdiction finds any sentence, provision, paragraph, or section of this Contract void or unenforceable, the remaining parts of this Contract shall continue to full force and effect as though such sentence, provision, paragraph, section had been omitted from this Contract.

In witness whereof, the parties have hereunto set their hands and seals on the day and year written below.

Attest:

Scott Ellis, Clerk

Board of County Commissioners
of Brevard County, Florida

Kristine Isnardi, Chair Date

As approved by the Board on 3/6/2018

Approved as to legal form and content:

Assistant County Attorney

(SEAL)

Hanson Professional Services Inc.

Jeffery L. Bowen, Senior Vice President

STATE OF FLORIDA §
COUNTY OF DUVAL §

I hereby certify that before me, an officer duly authorized to take acknowledgments, personally appeared Jeffery L. Bowen, Senior Vice President of Hanson Professional Services Inc. is known to me or provided N/A as identification and who did (did not) take an oath, acknowledged before me that they executed the within instrument freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal in the State and County last aforesaid this

1st day of April, 2019.

Signature

Michele Y. Clark
Notary Name (typed or printed)

MICHELE Y. CLARK
MY COMMISSION # FF 226692
EXPIRES: July 27, 2019
Bonded Thru Notary Public Underwriters

Attachment "A" Scope of Services

ATTACHMENT "A"

SCOPE OF SERVICES

FOR

John Rodes Boulevard

Sidewalk

FINANCIAL PROJECT ID(S). ***441449-1-38-01***

BREVARD COUNTY PUBLIC WORKS DEPARTMENT

FDOT DISTRICT 5

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SCOPE OF SERVICES FOR CONSULTING ENGINEERING SERVICES

HIGHWAY AND BRIDGE/STRUCTURAL DESIGN

This Attachment forms an integral part of the Contract between Brevard County Public Works Department (hereinafter referred to as the COUNTY) and Hanson Professional Services, Inc. (hereinafter referred to as the CONTRACTOR) relative to the transportation facility described as follows:

Financial Project ID: ***441449-1-38-01***

Federal Aid Project No.: ***N/A***

Description: ***John Rodes Boulevard Sidewalk Improvements from Eau Gallie Boulevard to Aurora Road***

1 PURPOSE

The purpose of this Attachment is to describe the scope of work and the responsibilities of the CONTRACTOR and the COUNTY in connection with the design and preparation of a complete set of construction contract documents and incidental engineering services, as necessary, for improvements to the transportation facility described herein.

Major work mix includes: ***Sidewalk construction, intersection & access management improvements***
Major work groups include: ***3.2 Major Highway Design***
Minor work groups include: ***8.2, 7.1, 7.2***

Known alternative construction contracting methods include: ***N/A***

The general objective is for the CONTRACTOR to prepare a set of contract documents including plans, specifications, supporting engineering analysis, calculations and other technical documents in accordance with COUNTY policy, procedures and requirements. These Contract documents will be used by the contractor to build the project and test the project components. These Contract documents will be used by the COUNTY or its

Construction Engineering Inspection (CEI) representatives for inspection and final acceptance of the project. The CONTRACTOR shall follow a systems engineering process to ensure that all required project components are included in the development of the Contract documents and the project can be built as designed and to specifications.

The Scope of Services establishes which items of work in the Plans Preparation Manual and other pertinent manuals are specifically prescribed to accomplish the work included in this contract, and also indicate which items of work will be the responsibility of the CONTRACTOR and/or the COUNTY.

The CONTRACTOR shall be aware that as a project is developed, certain modifications and/or improvements to the original concepts may be required. The CONTRACTOR shall incorporate these refinements into the design and consider such refinements to be an anticipated and integral part of the work. This shall not be a basis for any supplemental fee request(s).

The CONTRACTOR shall demonstrate good project management practices while working on this project. These include communication with the COUNTY and others as necessary, management of time and resources, and documentation. The CONTRACTOR shall set up and maintain throughout the design of the project a contract file in accordance with COUNTY procedures. CONTRACTORs are expected to know the laws and rules governing their professions and are expected to provide services in accordance with current regulations, codes and ordinances and recognized standards applicable to such professional services. The CONTRACTOR shall provide qualified technical and professional personnel to perform to COUNTY standards and procedures, the duties and responsibilities assigned under the terms of this Contract. The Contractor shall minimize to the maximum extent possible the COUNTY'S need to apply its own resources to assignments authorized by the COUNTY.

The COUNTY will provide contract administration, management services, and technical reviews of all work associated with the development and preparation of contract documents, including Construction documents. The COUNTY'S technical reviews are for high-level conformance and are not meant to be comprehensive reviews. The CONTRACTOR shall be fully responsible for all work performed and work products developed under this Scope of Services. The COUNTY may provide job-specific information and/or functions as outlined in this contract, if favorable.

2 PROJECT DESCRIPTION

The CONTRACTOR shall investigate the status of the project and become familiar with concepts and commitments (typical sections, alignments, etc.) developed from prior studies and/or activities. If a Preliminary Engineering Report is available from a prior or current Project Development and Environmental (PD&E) study, the CONTRACTOR shall use the approved concepts as a basis for the design unless otherwise directed by the COUNTY.

This project involves the design of an 8-ft wide sidewalk on the west side of John Rodes Blvd. from SR 518 (W. Eau Gallie Blvd.) to Aurora Road.

The design will also include:

- ***Reconstruction of curb ramps with detectable warning surfaces***
- ***Sign Relocations***
- ***Pavement Striping for crosswalks, pedestrian features, and other incidental markings.***
- ***Reconstructing curb and gutter***
- ***Selective clearing and grubbing of existing trees.***
- ***Guardrail improvements.***
- ***Driveway turnout improvements.***
- ***Proposed bus transit stop.***
- ***Drainage modifications will include regrading the front slope of existing roadside ditches.***
- ***Sidewalk will be designed as 6 inches thick, 3,000 psi for the majority of the project; however, at the connection to local streets or commercial driveways, sidewalk will be designed as 12 inches thick for a minimum of 3 feet back from the edge of streets.***
- ***Scope assumes no contamination assessment will be required.***
- ***Permitting coordination with ACOE and SJRWMD will be performed to confirm no permit requirements.***
- ***General wildlife survey.***
- ***Utility coordination.***

2.1 Project General and Roadway (Activities 3, 4, and 5)

Public Involvement: ***(Not applicable to this project)***

Other Agency Presentations/Meetings: ***(Not applicable to this project)***

Joint Project Agreements: ***(Not applicable to this project)***

Specification Package Preparation: ***Assist County with preparation.***

Value Engineering: ***(Not applicable to this project)***

Risk Assessment Workshop: ***(Not applicable to this project)***

Plan Type: ***Plan/Profile***

Typical Section: ***Two-Lane Rural with roadside ditches.***

Pavement Design: ***Asphalt Driveways***

Pavement Type Selection Report(s): ***(Not applicable to this project)***

Cross Slope: ***(Not applicable to this project)***

Access Management Classification: ***(Not applicable to this project)***

Transit Route Features: ***(Not applicable to this project)***

Major Intersections/Interchanges: ***Eau Gallie Boulevard***

Roadway Alternative Analysis: ***(Not applicable to this project)***

Level of TCP Plans: ***Level 1***

Temporary Lighting: ***(Not applicable to this project)***

Temporary Signals: ***(Not applicable to this project)***

Temporary Drainage: ***(Not applicable to this project)***

Design Variations/Exceptions: ***(Not applicable to this project)***

Back of Sidewalk Profiles: ***May be needed.***

2.2 Drainage (Activity 6)

Adjust drainage to accommodate improvements.

2.3 Utilities Coordination (Activity 7)

2.4 Environmental Permits, Compliances, and Clearances (Activity 8)

Permit Determination will be performed. Scope assumes no impacts to Wood Stork suitable foraging habitat, any other listed species or direct wetland impacts.

2.5 Structures ***(Not applicable to this project)***

2.6 Signing and Pavement Markings (Activities 19 & 20)

2.7 Signalization (*Not applicable to this project*)

2.8 Lighting (*Not applicable to this project*)

2.9 Landscape Architecture (*Not applicable to this project*)

2.10 Survey (Activity 27)

3d topographic survey from EOP to R/W line along proposed sidewalk alignment. Also included is Level B utility designations and VVH's at 5 locations to investigate potential utility conflicts.

2.11 Photogrammetry ***(Not applicable to this project)***

2.12 Mapping ***(Not applicable to this project)***

2.13 Terrestrial Mobile LiDAR ***(Not applicable to this project)***

2.14 Architecture ***(Not applicable to this project)***

2.15 Noise Barriers ***(Not applicable to this project)***

2.16 Intelligent Transportation Systems ***(Not applicable to this project)***

2.17 Geotechnical (Activity 35)

CONTRACTOR

2.18 Project Schedule

Within ten (10) days after the Notice-To-Proceed, and prior to the CONTRACTOR beginning work, the CONTRACTOR shall provide a detailed project activity/event schedule for COUNTY and CONTRACTOR scheduled activities required. For the purpose of scheduling, the CONTRACTOR shall allow for a 4 week review time for each phase submittal and any other submittals as appropriate.

The schedule shall indicate all required submittals.

2.19 Submittals

The CONTRACTOR shall furnish construction contract documents as required by the COUNTY to adequately control, coordinate, and approve the work concepts. The CONTRACTOR shall distribute submittals as directed by the COUNTY at 60%, 90% and 100% Submittals. The submittals may include concurrent review by County as well as by FDOT via the FDOT ERC System. The COUNTY will determine the specific number of copies required prior to each submittal.

2.20 Provisions for Work

All work shall be prepared with English units in accordance with the latest editions of standards and requirements utilized by the COUNTY which include, but are not limited to, publications such as:

- General
  - Title 29, Part 1910, Standard 1910.1001, Code of Federal Regulations (29 C.F.R. 1910.1001) – Asbestos Standard for Industry, U.S. Occupational Safety and Health Administration (OSHA)
  - 29 C.F.R. 1926.1101 – Asbestos Standard for Construction, OSHA
  - 40 C.F.R. 61, Subpart M - National Emission Standard for Hazardous Air Pollutants (NESHAP), Environmental Protection Agency (EPA)
  - 40 C.F.R. 763, Subpart E – Asbestos-Containing Materials in Schools, EPA
  - 40 C.F.R. 763, Subpart G – Asbestos Worker Protection, EPA
  - ADA Standards for Accessible Design
  - AASHTO – A Policy for Geometric Design of Highways and Streets
  - AASHTO – Highway Safety Manual
  - Rule Chapter 5J-17, F.A.C., Minimum Technical Standards for Professional Surveyors and Mappers
  - Chapter 469, Florida Statutes (F.S.) – Asbestos Abatement
  - Rule Chapter 62-257, F.A.C., Asbestos Program
  - Rule Chapter 62-302, F.A.C., Surface Water Quality Standards
  - Code of Federal Regulations (C.F.R.)
  - Florida Administrative Codes (F.A.C.)
  - Chapters 20, 120, 215, 455, Florida Statutes (F.S.) – Florida Department of Business & Professional Regulations Rules
  - Florida Department of Environmental Protection Rules
  - FDOT Basis of Estimates Manual
  - FDOT CADD Manual
  - FDOT CADD Production Criteria Handbook
  - FDOT Design Standards for Design, Construction, Maintenance and Utility

Operations on the State Highway System
- FDOT Flexible Pavement Design Manual
- FDOT Handbook for Preparation of Specifications Package
- FDOT Instructions for Design Standards
- FDOT Instructions for Structures Related Design Standards
- FDOT Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways ("Florida Greenbook")
- FDOT Materials Manual
- FDOT Pavement Type Selection Manual
- FDOT Plans Preparation Manual
- FDOT Procedures and Policies
- FDOT Project Development and Environmental Manual
- FDOT Project Traffic Forecasting Handbook
- FDOT Public Involvement Handbook
- FDOT Rigid Pavement Design Manual
- FDOT Standard Specifications for Road and Bridge Construction
- FDOT Utility Accommodation Manual
- FHWA - Manual on Uniform Traffic Control Devices (MUTCD)
- FHWA - NCHRP Report 672, Roundabouts: An Informational Guide
- FHWA Roadway Construction Noise Model (RCNM) and Guideline Handbook
- Florida Fish and Wildlife Conservation Commission - Standard Manatee Construction Conditions 2005
- Florida Statutes (F.S.)
- Florida's Level of Service Standards and Guidelines Manual for Planning
- Model Guide Specifications – Asbestos Abatement and Management in Buildings, National Institute for Building Sciences (NIBS)
- Quality Assurance Guidelines
- Safety Standards
- Any special instructions from the COUNTY

- Roadway
  - FDOT – Florida Intersection Design Guide
  - FDOT - Project Traffic Forecasting Handbook
  - FDOT - Quality/Level of Service Handbook
  - Florida's Level of Service Standards and Highway Capacity Analysis for the SHS
  - Transportation Research Board (TRB) - Highway Capacity Manual
- Permits
  - Chapter 373, F.S. – Water Resources
  - US Fish and Wildlife Service Endangered Species Programs
  - Florida Fish and Wildlife Conservation Commission Protected Wildlife Permits
  - Bridge Permit Application Guide, COMDTPUB P16591.3C
  - Building Permit

- Drainage
  - FDOT Bridge Hydraulics Handbook
  - FDOT Culvert Handbook
  - FDOT Drainage Manual
  - FDOT Erosion and Sediment Control Manual
  - FDOT Exfiltration Handbook
  - FDOT Hydrology Handbook
  - FDOT Open Channel Handbook
  - FDOT Optional Pipe Materials Handbook
  - FDOT Storm Drain Handbook
  - FDOT Stormwater Management Facility Handbook
  - FDOT Temporary Drainage Handbook
- Survey and Mapping
  - All applicable Florida Statutes and Administrative Codes
  - Applicable Rules, Guidelines Codes and authorities of other Municipal, County, State and Federal Agencies.
  - FDOT Aerial Surveying Standards for Transportation Projects Topic 550-020-002
  - FDOT Right of Way Mapping Handbook
  - FDOT Surveying Procedure Topic 550-030-101
  - Florida Department of Transportation Right of Way Procedures Manual
  - Florida Department of Transportation Surveying Handbook
  - Right of Way Mapping Procedure 550-030-015
- Traffic Engineering and Operations and ITS
  - AASHTO - An Information Guide for Highway Lighting
  - AASHTO - Guide for Development of Bicycle Facilitles
  - FHWA Standard Highway Signs Manual
  - FDOT - Florida Roundabout Guide
  - FDOT Manual on Uniform Traffic Studies (MUTS)
  - FDOT Median Handbook
  - FDOT Traffic Engineering Manual
  - Minimum Specifications for Traffic Control Signal Devices
  - National Electric Safety Code
  - National Electrical Code
- Traffic Monitoring
  - American Institute of Steel Construction (AISC) Manual of Steel Construction, referred to as "AISC Specifications"
  - American National Standards Institute (ANSI) RP-8-00 Recommended Practice for Roadway Lighting
  - AASHTO AWS D1.1/ANSI Structural Welding Code – Steel
  - AASHTO D1.5/AWS D1.5 Bridge Welding Code
  - FHWA Traffic Detector Handbook
  - FDOT General Interest Roadway Data Procedure

- FHWA Traffic Monitoring Guide
- FDOT's Traffic/Polling Equipment Procedures

- Structures
  - AASHTO Load and Resistance Factor Design (LRFD) Bridge Design Specifications and Interims
  - AASHTO LRFD Movable Highway Bridge Design Specifications and Interims
  - AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals, and Interims.
  - AASHTO/-AWS-D1. 5M/D1.5: An American National Standard Bridge Welding Code
  - AASHTO Guide Specifications for Structural Design of Sound Barriers
  - AASHTO Manual for Condition Evaluation and Load and Resistance Factor Rating (LRFR) of Highway Bridges
  - FDOT Structures Manual
  - FDOT Structures Design Office Temporary Design Bulletins (available on FDOT Structures web site only)
  - FDOT Preferred Details (available on FDOT Structures web site only)

- Geotechnical
  - FHWA Checklist and Guidelines for Review of Geotechnical Reports and Preliminary Specifications
  - Manual of Florida Sampling and Testing Methods
  - Soils and Foundation Handbook

2.21 Services to be Performed by the COUNTY When appropriate and /or available, the COUNTY will provide project data, upon request by the CONTRACTOR including:

- All COUNTY agreements with Utility Agency Owner (UAO).
- All certifications necessary for project letting.
- All information that may come to the COUNTY pertaining to future improvements.
- All future information that may come to the COUNTY during the term of the CONTRACTOR's Contract, which in the opinion of the COUNTY is necessary for the prosecution of the work.
- All approved utility relocations.
- Project utility certification to the COUNTY.
- Any necessary title searches.
- Engineering standards review services.
- All available information in the possession of the COUNTY pertaining to utility companies whose facilities may be affected by the proposed construction.
- All future information that may come to the COUNTY pertaining to subdivision plans so that the CONTRACTOR may take advantage of additional areas that can be utilized as part of the existing right of way.
- Existing right of way maps.

- Design Reports
- Letters of authorization designating the CONTRACTOR as an agent of the COUNTY in accordance with F.S. 337.274.
- Phase reviews of plans and engineering documents.
- Regarding Environmental Permitting Services:
  - Approved Permit Document when available.
  - Approval of all contacts with environmental agencies.
  - General philosophies and guidelines of the COUNTY to be used in the fulfillment of this contract. Objectives, constraints, budgetary limitations, and time constraints will be completely defined by the Project Manager.
  - Appropriate signatures on application forms.

3 PROJECT COMMON AND PROJECT GENERAL TASKS

Project Common Tasks

Project Common Tasks, as listed below, are work efforts that are applicable to many project activities, 4 Roadway Analysis through 35 Geotechnical. These tasks are to be included in the project scope in each applicable activity when the described work is to be performed by the CONTRACTOR.

Cost Estimates: The CONTRACTOR shall be responsible for producing a construction cost estimate and reviewing and updating the cost estimate when scope changes occur and/or at milestones of the project.

Technical Special Provisions: The CONTRACTOR shall provide Technical Special Provisions for all items of work not covered by the Standard Specifications for Road and Bridge Construction and the workbook of implemented modifications.

A Technical Special Provision shall not modify the first nine sections of the Standard Specifications and implemented modifications in any way. All modifications to other sections must be justified to the appropriate District Specifications Office to be included in the project's specifications package.

The Technical Special Provisions shall be technical in nature and shall provide a description of work, materials, equipment and specific requirements, method of measurement and basis of payment. Proposed Technical Special Provisions will be submitted to the District Specifications Office for initial review at the time of the Phase III plans review submission to the COUNTY's Project Manager. This timing will allow for adequate processing time prior to final submittal. The Technical Special Provisions will be reviewed for suitability in accordance with the Handbook for Preparation of Specification Packages. The District Specifications Office will forward the Technical Special Provisions to the District Legal Office for their review and comment. All comments will be returned to the CONTRACTOR for correction and resolution. Final Technical Special Provisions shall be electronically signed and sealed in accordance with applicable Florida Statutes.

The CONTRACTOR shall contact the appropriate District Specifications Office for details of the current format to be used before starting preparations of Technical Special Provisions.

Field Reviews: The CONTRACTOR shall make as many trips to the project site as required to obtain necessary data for all elements of the project.

Technical Meetings: The CONTRACTOR shall attend all technical meetings necessary to execute the Scope of Services of this contract. This includes meetings with COUNTY and/or Agency staff, between disciplines and subconsultants, such as access management meetings, pavement design meetings, local governments, railroads, airports,, progress review meetings (phase review), and miscellaneous meetings. The CONTRACTOR shall prepare, and submit to the COUNTY's Project Manager for review, the meeting minutes for all meetings attended by them. The meeting minutes are due within five (5) days of attending the meeting.

Quality Assurance/Quality Control: It is the intention of the COUNTY that design CONTRACTORS, including their subconsultant(s), are held responsible for their work, including plans review. Detailed checking of CONTRACTOR plans or assisting in designing portions of the project for the CONTRACTOR is not the intent of having external design consultants. The purpose of CONTRACTOR plan reviews is to ensure that CONTRACTOR plans follow the plan preparation procedures outlined in the Plans Preparation Manual, that state and federal design criteria are followed with the COUNTY concept, and that the CONTRACTOR submittals are complete. All subcontractor document submittals shall be submitted by the subcontractor directly to the CONTRACTOR for their independent Quality Assurance/Quality Control review and subsequent submittal to the COUNTY.

It is the CONTRACTOR'S responsibility to independently and continually QC their plans and other deliverables. The CONTRACTOR should regularly communicate with the COUNTY's Design Project Manager to discuss and resolve issues or solicit opinions from those within designated areas of expertise.

The CONTRACTOR shall be responsible for the professional quality, technical accuracy and coordination of all surveys, designs, drawings, specifications and other services furnished by the CONTRACTOR and their subconsultant(s) under this contract.

The CONTRACTOR shall provide a Quality Control Plan that describes the procedures to be utilized to verify, independently check, and review all maps, design drawings, specifications, and other documentation prepared as a part of the contract. The CONTRACTOR shall describe how the checking and review processes are to be documented to verify that the required procedures were followed. The Quality Control Plan shall be one specifically designed for this project, and it may be one utilized by the CONTRACTOR as part of their normal operation or it may be one specifically designed for this project. The CONTRACTOR shall submit a Quality Control Plan for approval within twenty (20) business days of the written Notice to Proceed and it shall be signed by the

CONTRACTOR's Project Manager and the CONTRACTOR QC Manager. The Quality Control Plan shall include the names of the CONTRACTOR's staff that will perform the quality control reviews. The Quality Control reviewer shall be a Florida Licensed Professional Engineer fully prequalified under F.A.C. 14-75 in the work type being reviewed. A marked up set of prints from a Quality Control Review indicating the reviewers for each component (structures, roadway, drainage, signals, geotechnical, signing and marking, lighting, surveys, etc.) and a written resolution of comments on a point-by-point basis will be required, if requested by the COUNTY, with each phase submittal. The responsible Professional Engineer, Landscape Architect, or Professional Surveyor & Mapper that performed the Quality Control review will sign a statement certifying that the review was conducted and found to meet required specifications.

The CONTRACTOR shall, without additional compensation, correct all errors or deficiencies in the designs, maps, drawings, specifications and/or other services.

Supervision: The CONTRACTOR shall supervise all technical design activities.

Coordination: The CONTRACTOR shall coordinate with all disciplines of the project to produce a final set of construction documents.

Project General Tasks

Project General Tasks, described in Sections 3.1 through 3.7 below, represent work efforts that are applicable to the project as a whole and not to any one or more specific project activity. The work described in these tasks shall be performed by the CONTRACTOR when included in the project scope.

3.1 Public Involvement

Public involvement includes communicating to all interested persons, groups, and government organizations information regarding the development of the project. The CONTRACTOR shall provide to the COUNTY drafts of all Public Involvement documents associated with the following tasks for review and approval at least 21 business days prior to printing and/or distribution.

3.1.1 **Community Awareness Plan** - ***(N/A)***

3.1.2 **Notifications** - ***(N/A)***

3.1.3 **Preparing Mailing Lists** - ***(N/A)***

3.1.4 **Median Modification Letters** - ***(N/A)***

3.1.5 **Driveway Modification Letters** - ***(N/A)***

3.1.6 **Newsletters** - ***(N/A)***

3.1.7 **Renderings and Fly-Throughs** - *(N/A)*

3.1.8 **PowerPoint Presentations** - *(N/A)*

3.1.9 **Public Meeting Preparations** - *(N/A)*

3.1.10 **Public Meeting Attendance and Follow-up** - *(N/A)*

3.1.11 **Other Agency Meetings** - *(N/A)*

3.1.12 **Web Site** - *(N/A)*

3.2 Joint Project Agreements – *(N/A)*

3.3 Specifications Package Preparation

The CONTRACTOR shall prepare and provide a specifications package prepared in accordance with the FDOT Handbook for the Preparation of Specification Packages and associated training. The CONTRACTOR shall provide the COUNTY names of at least two team members who have successfully completed the Specifications Package Preparation Training and will be responsible for preparing the Specifications Package for the project. The Specifications Package shall be prepared using the COUNTY'S Specifications Package template. The CONTRACTOR shall be able to document that the procedure defined in the Handbook for the Preparation of Specifications Packages is followed, which includes the quality assurance/quality control procedures. The specifications package shall address all items and areas of work and include any Mandatory Specifications, Modified Special Provisions, and Technical Special Provisions.

The specifications package must be submitted for review to the COUNTY, and as required by FDOT, at the 90% and 100% review submittals. This submittal does not require signing and sealing and shall be coordinated through the COUNTY. The CONTRACTOR shall coordinate with the COUNTY on the submittal requirements, but at a minimum shall consist of (1) the complete specifications package, (2) a copy of the marked-up workbook used to prepare the package, and (3) a copy of the final project plans.

This final submittal shall be electronically/digitally signed, dated, and sealed in accordance with applicable Florida Statutes.

3.4 Contract Maintenance and Electronic Document Management System (EDMS)

Contract maintenance includes project management effort for complete setup and maintenance of files, developing monthly progress reports, schedule updates, work effort to develop and execute subconsultant agreements, etc.

3.5 Value Engineering (Multi-Discipline Team) Review - *(N/A)*

3.6 Prime Contractor Project Manager Meetings

Includes only the Prime CONTRACTOR Project Manager's time for travel and attendance at Activity Technical Meetings and other meetings listed in the meeting summary for Task 3.6 on tab 3 Project General Task of the staff hour forms. Staff hours for other personnel attending Activity Technical Meetings are included in the meeting task for that specific Activity.

3.7 Plans Update

The effort needed for Plans Update services will vary from project to project, depending on size and complexity of the project, as well as the duration of time spent "on the shelf".

Specific services will be negotiated as necessary as a contract amendment.

3.8 Post Design Services

Post Design Services may include, but not limited to, meetings, construction assistance, plans revisions, shop drawing review, survey services, as-built drawings, and load ratings. Specific services will be negotiated at a later date as necessary as a contract amendment.

Post Design Services are not intended for instances of CONTRACTOR errors and/or omissions.

3.9 Electronic/Digital Delivery

The CONTRACTOR shall deliver final contract plans in electronic/digital format using the FDOT Electronic/Digital Delivery software. The final contract plans shall be digitally signed and sealed files delivered to the COUNTY on acceptable electronic media, as determined by the COUNTY.

3.10 Risk Assessment Workshop - *(N/A)*

3.11 Railroad, Transit and/or Airport Coordination - *(N/A)*

3.12 Other Project General Tasks - *(N/A)*

4 ROADWAY ANALYSIS

The CONTRACTOR shall analyze and document Roadway Tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

4.1 Typical Section Package - *(N/A)*

4.2 Pavement Type Selection Report - *(N/A)*

4.3 Pavement Design Package - *(N/A)*

4.4 Cross-Slope Correction - *(N/A)*

4.5 Horizontal/Vertical Master Design Files

The CONTRACTOR shall design the geometrics using the design standards that are most appropriate with proper consideration given to the design traffic volumes, design speed, capacity and levels of service, functional classification, adjacent land use, design consistency and driver expectancy, aesthetics, pedestrian and bicycle concerns, ADA requirements, elder road user policy, access management, PD&E documents and scope of work.

4.6 Access Management - *(N/A)*

4.7 Roundabout Evaluation - *(N/A)*

4.8 Roundabout Final Design Analysis - *(N/A)*

4.9 Cross Section Design Files

The CONTRACTOR shall establish and develop cross section design files in accordance with the CADD manual.

4.10 Traffic Control Analysis

The CONTRACTOR shall design a safe and effective Traffic Control Plan to move vehicular and pedestrian traffic during all phases of construction. The design shall include construction phasing of roadways ingress and egress to existing property owners and businesses, routing, signing and pavement markings, and detour quantity tabulations, roadway pavement, drainage structures, ditches, front slopes, back slopes, drop offs within clear zone, and traffic monitoring sites. Special consideration shall be given to the construction of the drainage system when developing the construction phases. Positive drainage must be maintained at all times. The design shall include construction phasing of roadways to accommodate the construction or relocation of utilities when the contract includes Joint Project Agreements (JPAs).

The CONTRACTOR shall investigate the need for temporary traffic signals, temporary lighting, alternate detour roads, and the use of materials such as sheet piling in the analysis. The Traffic Control Plan shall be prepared by a certified designer who has completed training as required by FDOT. Before proceeding with the Traffic Control Plan, the CONTRACTOR shall meet with the appropriate COUNTY personnel. The purpose of this meeting is to provide information to the CONTRACTOR that will better coordinate the Preliminary

and Final Traffic Control Plan efforts.

The CONTRACTOR shall consider the local impact of any lane closures or alternate routes. When the need to close a road is identified during this analysis, the CONTRACTOR shall notify the COUNTY's Project Manager as soon as possible. Proposed road closings must be reviewed and approved by the COUNTY. Diligence shall be used to minimize negative impacts by appropriate specifications, recommendations or plans development. Local impacts to consider will be local events, holidays, peak seasons, detour route deterioration and other eventualities. CONTRACTOR shall be responsible to obtain local authorities permission for use of detour routes not on state highways.

4.11 Master TCP Design Files - *(N/A)*

4.12 Design Variations and Exceptions - *(N/A)*

4.13 Design Report - *(N/A)*

4.14 Quantities

The CONTRACTOR shall prepare all required summary of quantities sheets. This includes all efforts required to develop accurate quantities and the supporting documentation, including construction days when required.

4.15 Cost Estimate

4.16 Technical Special Provisions - *(N/A)*

4.17 Other Roadway Analysis - *(N/A)*

4.18 Field Reviews

4.19 Monitor Existing Structures - *(N/A)*

4.20 Technical Meetings

4.21 Quality Assurance/Quality Control

4.22 Independent Peer Review - *(N/A)*

4.23 Supervision

4.24 Coordination

5 ROADWAY PLANS

The CONTRACTOR shall prepare Roadway, Drainage, Traffic Control, Utility Adjustment

Sheets, plan sheets, notes, and details. The plans shall include the following sheets necessary to convey the intent and scope of the project for the purposes of construction.

5.1 Key Sheet

5.2 Summary of Pay Items Including Quantity Input

5.3 Typical Section Sheets

5.4 General Notes/Pay Item Notes

5.5 Summary of Quantities Sheets

5.6 Project Layout

5.7 Plan/Profile Sheet

5.8 Profile Sheet - ***(N/A)***

5.9 Plan Sheet - ***(N/A)***

5.10 Special Profile - ***(N/A)***

5.11 Back-of-Sidewalk Profile Sheet

5.12 Interchange Layout Sheet - ***(N/A)***

5.13 Ramp Terminal Details (Plan View) - ***(N/A)***

5.14 Intersection Layout Details - ***(N/A)***

5.15 Special Details

5.16 Cross-Section Pattern Sheet(s) - ***(N/A)***

5.17 Roadway Soil Survey Sheet(s)

5.18 Cross Sections

5.19 Temporary Traffic Control Plan Sheets - ***(N/A)***

5.20 Temporary Traffic Control Cross Section Sheets - ***(N/A)***

5.21 Temporary Traffic Control Detail Sheets

5.22 Utility Adjustment Sheets

5.23 Selective Clearing and Grubbing Sheet(s)

5.24 Project Network Control Sheet(s)

5.25 Environmental Detail Sheets - ***(N/A)***

5.26 Utility Verification Sheet(s) (SUE Data)

5.27 Quality Assurance/Quality Control

5.28 Supervision

6a DRAINAGE ANALYSIS (Tasks 6a.1 – 6a.25 as needed)

The CONTRACTOR shall analyze and document Drainage Tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

The CONTRACTOR shall be responsible for designing a drainage and stormwater management system. All design work shall comply with the requirements of the appropriate regulatory agencies and the FDOT Drainage Manual.

The CONTRACTOR shall coordinate fully with the appropriate permitting agencies and the COUNTY's staff. All activities and submittals should be coordinated through the COUNTY's Project Manager. The work will include the engineering analyses for any or all of the following:

6a.1 Drainage Map Hydrology

Accurately delineate drainage basin boundaries to be used in defining the system hydrology. Basin delineation shall incorporate existing survey and/or LiDAR and shall be supplemented, as necessary, with other appropriate data sources (such as permitted site plans) and field observations. Basin delineations shall also include any existing collection systems in a logical manner to aid in the development of the hydraulic model. Prepare the Drainage Maps in accordance with the Plans Preparation Manual.

6a.2 Base Clearance Report - ***(N/A)***

6a.3 Pond Siting Analysis and Report - ***(N/A)***

6a.4 Design of Cross Drains - ***(N/A)***

6a.5 Design of Ditches - ***(N/A)***

6a.6 Design of Stormwater Management Facility (Offsite or Infield Pond) - ***(N/A)***

6a.7 Design of Stormwater Management Facility (Roadside Ditch as Linear Pond) - ***(N/A)***

6a.8 Design of Floodplain Compensation - ***(N/A)***

6a.9 Design of Storm Drains

Develop a "working drainage map", determine runoff, inlet locations, and spread. Calculate hydraulic losses (friction, utility conflict and, if necessary, minor losses). Determine design tailwater and, if necessary, outlet scour protection.

6a.10 Optional Culvert Material - *(N/A)*

6a.11 French Drain Systems - *(N/A)*

6a.12 Drainage Wells - *(N/A)*

6a.13 Drainage Design Documentation Report

Compile drainage design documentation into report format. Include documentation for all the drainage design tasks and associated meetings and decisions, except for stand-alone reports, such as the Pond Siting Analysis Report and Bridge Hydraulics Report.

6a.14 Bridge Hydraulic Report - *(N/A)*

6a.15 Temporary Drainage Analysis - *(N/A)*

6a.16 Cost Estimate

6a.17 Technical Special Provisions - *(N/A)*

6a.18 Other Drainage Analysis - *(N/A)*

6a.19 Field Reviews

6a.20 Technical Meetings - *(N/A)*

6a.21 Environmental Look-Around Meetings - *(N/A)*

6a.22 Quality Assurance/Quality Control

6a.23 Independent Peer Review - *(N/A)*

6a.24 Supervision

6a.25 Coordination

6b DRAINAGE PLANS (Tasks 6b.1 – 6b.14 as needed)

The CONTRACTOR shall prepare Drainage plan sheets, notes, and details. The plans shall include the following sheets necessary to convey the intent and scope of the project for the purposes of construction.

6b.1 Drainage Map - *(N/A)*

6b.2 Bridge Hydraulics Recommendation Sheets - *(N/A)*

6b.3 Summary of Drainage Structures

6b.4 Optional Pipe/Culvert Material - *(N/A)*

6b.5 Drainage Structure Sheet(s) (Per Structure)

6b.6 Miscellaneous Drainage Detail Sheets

6b.7 Lateral Ditch Plan/Profile - *(N/A)*

6b.8 Lateral Ditch Cross Sections - *(N/A)*

6b.9 Retention/Detention Pond Detail Sheet(s) - *(N/A)*

6b.10 Retention Pond Cross Sections - *(N/A)*

6b.11 Erosion Control Plan Sheet(s) - *(N/A)*

6b.12 SWPPP Sheet(s)

6b.13 Quality Assurance/Quality Control

6b.14 Supervision

7 UTILITIES

The CONTRACTOR shall identify utility facilities, utility work schedules, and plans from the Utility Agency Owners (UAO) ensuring all conflicts that exist between utility facilities and the COUNTY's construction project are addressed. The COUNTY shall certify all utility negotiations have been completed and that arrangements have been made for utility work to be undertaken pursuant with the Utilities Clearance Letter. ***The CONTRACTOR will be responsible for developing and providing the utility conflict matrix and reviewing and signing the Utility Work Schedules.***

7.1 Kickoff Meeting

Before any contact with the UAO(s), the CONTRACTOR shall confer with the COUNTY to receive guidance, as may be required, to assure that all necessary coordination will be accomplished in accordance with COUNTY procedures. CONTRACTOR shall provide a copy of the design project work schedule reflecting utility activities.

7.2 Identify Existing UAO(s)

The CONTRACTOR shall identify all utilities within and adjacent to the project limits that may be impacted by the project.

7.3 Make Utility Contacts

First Contact: The CONTRACTOR shall send letters and two sets of plans to each utility, one set for the utility office, and one copy set to the COUNTY. Includes contact by phone for meeting coordination. Request type, size, location, easements, and cost for relocation if reimbursement is claimed. Request the voltage level for power lines in the project area. Send UAO requests for reimbursement to COUNTY for a legal opinion. Include the meeting schedule (if applicable) and the design schedule. Include typical meeting agenda. If scheduling a meeting, give 4 weeks advance notice.
Second Contact: At a minimum of 4 weeks prior to the meeting, the CONTRACTOR shall transmit two complete sets of Phase II plans and the utility conflict information (when applicable and in the format requested by the COUNTY) to each UAO having facilities located within the project limits, and one set to the COUNTY .
Third Contact: Identify agreements and assemble packages. The CONTRACTOR shall send agreements, letters, the utility conflict information (when applicable and in the format requested by the COUNTY) and two sets of plans to the UAO(s) including all component sets, one set for the utility office, one set to COUNTY Include the design schedule.
Not all projects will have all contacts as described above.

7.4 Exception Processing - *(N/A)*

7.5 Preliminary Utility Meeting

The CONTRACTOR shall schedule (time and place), notify participants, and conduct a preliminary utility meeting with all UAO(s) having facilities located within the project limits for the purpose of presenting the project, review the current design schedule, evaluate the utility information collected, provide follow-up information on compensable property rights from the COUNTY'S ATTORNEY OFFICE, discuss the utility work by highway contractor option with each utility, and discuss any future design issues that may impact utilities. This is also an opportunity for the UAO(s) to present proposed facilities. The CONTRACTOR shall keep accurate minutes and distribute a copy to all attendees.

7.6 Individual/Field Meetings

The CONTRACTOR shall meet with each UAO as necessary, separately or together, throughout the project design duration to provide guidance in the interpretation of plans, review changes to the plans and schedules, standard or selective clearing and grubbing work, and assist in the development of the UAO(s) plans and work schedules. The CONTRACTOR is responsible for motivating the UAO to complete and return the necessary documents after each Utility Contact or Meeting.

7.7 Collect and Review Plans and Data from UAO(s)

The CONTRACTOR shall review utility marked plans and data individually as they are received for content. Ensure information from the UAO (utility type, material and size) is sent to the designer for inclusion in the plans. .

7.8 Subordination of Easements Coordination - *(N/A)*

7.9 Utility Design Meeting

The CONTRACTOR shall be prepared to discuss drainage, traffic signalization, maintenance of traffic (construction phasing), review the current design schedule and letting date, evaluate the utility information collected, discuss any future design issues that may impact utilities, etc., to the extent that they may have an effect on existing or proposed utility facilities with particular emphasis on drainage and maintenance of traffic with each UAO. The intent of this meeting shall be to assist the UAOs in identifying and resolving conflicts between utilities and proposed construction before completion of the plans, including utility adjustment details. Also to work with the UAOs to recommend potential resolution between known utility conflicts with proposed construction plans as may deemed practical by the UAO. The CONTRACTOR shall keep accurate minutes of all meetings and distribute a copy to all attendees within 3 days. See Task 4.7 (Cross Section Design Files) for utility conflict location identification and adjustments.

7.10 Review Utility Markups & Work Schedules and Processing of Schedules & Agreements

The CONTRACTOR shall review utility marked up plans and work schedules as they are received for content and coordinate review with the designer. Distribute Executed Final Documents. Prepare Work Order for UAO(s).

7.11 Utility Coordination/Follow-up

The CONTRACTOR shall provide utility coordination and follow up. This includes follow-up, interpreting plans, and assisting the UAOs with completion of their work schedules and agreements. Includes phone calls, face-to-face meetings, etc., to motivate and ensure the UAO(s) complete and return the required documents in accordance with the project schedule. Ensure the resolution of all known conflicts. The CONTRACTOR shall keep accurate minutes of all meetings and distribute a copy to all attendees. This task can be applied to all phases of the project.

7.12 Utility Constructability Review

The CONTRACTOR shall review utility schedules against construction contract time, and phasing for compatibility. Coordinate with and obtain written concurrence from the

construction office. See Task 4.9 (Cross Section Design Files) for utility conflict identification and adjustments.

7.13 Additional Utility Services - *(N/A)*

7.14 Processing Utility Work by Highway Contractor (UWHC)

This includes coordination of utility design effort between the COUNTY and the UAO(s). The CONTRACTOR shall conduct additional coordination meetings, prepare and process the agreements, review tabulation of quantities, perform UWHC constructability and bidability review, review pay items, cost estimates and Technical Special Provisions (TSP) or Modified Special Provision (MSP) prepared by the UAO. This does not include utility the utility design effort. This item is not usually included in the scope at the time of negotiation. It is normally added as a supplemental agreement when the need is identified. Effort for the EOR is not included in this task, see Roadway Analysis Task Group 4.

7.15 Contract Plans to UAO(s)

If requested by the COUNTY, the CONTRACTOR shall transmit the contract plans as processed for letting to the UAO(s). Transmittals to UAO(s) may be by certified mail, return receipt requested.

7.16 Certification/Close-Out

This includes hours for transmitting utility files to the COUNTY. The CONTRACTOR shall certify to the appropriate COUNTY representative the following:

All utility negotiations (Full execution of each agreement, approved Utility Work Schedules, Technical Special Provisions or Modified Special Provisions written, etc.) have been completed with arrangements made for utility work to be undertaken and completed as required for proper coordination with the physical construction schedule.

OR

An on-site inspection was made and no utility work will be involved.

OR

Plans were sent to the Utility Companies/Agencies and no utility work is required.

7.17 Other Utilities - *(N/A)*

8 ENVIRONMENTAL PERMITS, COMPLIANCE AND CLEARANCES

The CONTRACTOR shall notify the COUNTY Project Manager, Environmental Permit Coordinator and other appropriate personnel in advance of all scheduled meetings with the regulatory agencies to allow a COUNTY representative to attend. The CONTRACTOR shall copy in the Project Manager and the Environmental Permit Coordinator on all permit related correspondence and meetings.

8.1 Preliminary Project Research

The CONTRACTOR shall perform preliminary project research and shall be responsible for early identification of and coordination with the appropriate regulatory agencies to assure that design efforts are properly directed toward permit requirements.

8.2 Field Work

8.2.1 Pond Site Alternatives: (Not Applicable)

8.2.2 Establish Wetland Jurisdictional Lines and Assessments:
The CONTRACTOR shall collect all data and information necessary to determine the boundaries of wetlands and surface waters defined by the rules or regulations of each agency processing or reviewing a permit application necessary to construct a COUNTY project.

The CONTRACTOR shall be responsible for, but not limited to, the following activities:

- Determine landward extent of state waters as defined in Rule Chapter 62-340, F.A.C. as ratified in Section 373.4211, F.S.
- Determine the jurisdictional boundaries of wetlands and surface waters as defined by rules or regulations of any other permitting authority that is processing a COUNTY permit application.
- Prepare aerial maps showing the jurisdictional boundaries of wetlands and surface waters. Aerial maps shall be reproducible, of a scale no greater than 1"=200' and be recent photography. The maps shall show the jurisdictional limits of each agency. Xerox copies of aerials are not acceptable. All jurisdictional boundaries are to be tied to the project's baseline of survey. When necessary, a survey will be prepared by a registered surveyor and mapper.
- Prepare a written assessment of the current condition and relative value of the function being performed by wetlands and surface waters. Prepare data in tabular form which includes the ID number for each wetland impacted, size of wetland to be impacted, type of impact and identify any wetland within the project limits that will not be impacted by the project. Prepare appropriate Agency Forms.

8.2.3 Species Surveys:

The CONTRACTOR shall conduct Wildlife surveys as defined by rules or regulations of any permitting authority that is processing a COUNTY permit.

8.2.4 Archeological Surveys:
The CONTRACTOR shall conduct Archeological field surveys as required, in accordance with Part 2, Chapter 12 of the PD&E Manual.

8.3 Agency Verification of Wetland Data

The CONTRACTOR shall be responsible for verification of wetland data identified in Section 8.3 and coordinating regulatory agency field reviews, including finalization of wetland assessments with applicable agencies.

8.4 Complete and Submit All Required Permit Applications

The CONTRACTOR shall prepare permit packages as identified in the Project Description section.

The CONTRACTOR shall collect all of the data and information necessary to obtain the environmental permits required to construct a project. The CONTRACTOR will complete field survey or agency required forms (such as the US Army Corps of Engineers (USACE) "Wetland Determination Data Form – Atlantic and Gulf Coastal Plain Region"; the USACE "Approved Jurisdictional Determination Form";

UMAMs and/or project specific data forms, as required) for use in Permit Applications.

The CONTRACTOR shall prepare each permit application for COUNTY approval in accordance with the rules and/or regulations of the environmental agency responsible for issuing a specific permit and/or authorization to perform work.

The CONTRACTOR will submit all permit applications, as directed by the COUNTY, and be responsible for payment of all permit fees.

8.5 Prepare Dredge and Fill Sketches - *(N/A)*

8.6 Prepare USCG Permit Sketches - *(N/A)*

8.7 Prepare Water Management District Right of Way Occupancy Sketches - *(N/A)*

8.8 Prepare Coastal Construction Control Line Permit Application - *(N/A)*

8.9 Prepare Tree Permit Information - *(N/A)*

8.10 Mitigation Design - *(N/A)*

8.11 Mitigation Coordination and Meetings -

The CONTRACTOR shall coordinate with COUNTY personnel prior to approaching any environmental permitting or reviewing agencies. Once a mitigation plan has been reviewed and approved by the COUNTY, the CONTRACTOR will be responsible for coordinating the proposed mitigation plan with the environmental agencies.

8.12 Other Environmental Permits - *(N/A)*

Environmental Clearances, Reevaluations and Technical Support

8.13 Technical Support for Environmental Clearances and Re- evaluations - *(N/A)*

8.14 Preparation of Environmental Clearances and Reevaluations - *(N/A)*

8.15 Contamination Impact Analysis – *(N/A)*

8.16 Asbestos Survey - *(N/A)*

8.17 Technical Meetings - *(N/A)*

8.18 Quality Assurance/Quality Control

8.19 Supervision

8.20 Coordination

9 STRUCTURES - SUMMARY AND MISCELLANEOUS TASKS AND DRAWINGS - *(N/A)*

10 STRUCTURES - BRIDGE DEVELOPMENT REPORT - *(N/A)*

11 STRUCTURES - TEMPORARY BRIDGE - *(N/A)*

12 STRUCTURES - SHORT SPAN CONCRETE BRIDGE - *(N/A)*

13 STRUCTURES - MEDIUM SPAN CONCRETE BRIDGE - *(N/A)*

14 STRUCTURES - STRUCTURAL STEEL BRIDGE - *(N/A)*

15 STRUCTURES - SEGMENTAL CONCRETE BRIDGE - *(N/A)*

16 STRUCTURES - MOVABLE SPAN - *(N/A)*

17 STRUCTURES - RETAINING WALLS - *(N/A)*

18 STRUCTURES – MISCELLANEOUS - *(N/A)*

19 SIGNING AND PAVEMENT MARKING ANALYSIS

The CONTRACTOR shall analyze and document Signing and Pavement Markings Tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

19.1 Traffic Data Analysis - *(N/A)*

19.2 No Passing Zone Study - *(N/A)*

19.3 Reference and Master Design File

The CONTRACTOR shall prepare the Signing & Marking Design file to include all necessary design elements and all associated reference files.

19.4 Multi-Post Sign Support Calculations

The CONTRACTOR shall determine the appropriate column size from the FDOT Multi-Post Sign Program(s).

19.5 Sign Panel Design Analysis

Establish sign layout, letter size and series for non-standard signs.

19.6 Sign Lighting/Electrical Calculations - *(N/A)*

19.7 Quantities

19.8 Cost Estimate

19.9 Technical Special Provisions - *(N/A)*

19.10 Other Signing and Pavement Marking Analysis - *(N/A)*

19.11 Field Reviews - *(N/A)*

19.12 Technical Meetings - *(N/A)*

19.13 Quality Assurance/Quality Control

19.14 Independent Peer Review - *(N/A)*

19.15 Supervision

19.16 Coordination

20 SIGNING AND PAVEMENT MARKING PLANS

The CONTRACTOR shall prepare a set of Signing and Pavement Marking Plans in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums that includes the following.

20.1 Key Sheet

20.2 Summary of Pay Items Including TRNS*Port Input

20.3 Tabulation of Quantities

20.4 General Notes/Pay Item Notes

20.5 Project Layout - ***(N/A)***

20.6 Plan Sheet

20.7 Typical Details - ***(N/A)***

20.8 Guide Sign Work Sheet(s) - ***(N/A)***

20.9 Traffic Monitoring Site - ***(N/A)***

20.10 Cross Sections - ***(N/A)***

20.11 Special Service Point Details - ***(N/A)***

20.12 Special Details - ***(N/A)***

20.13 Interim Standards - ***(N/A)***

20.14 Quality Assurance/Quality Control

The CONTRACTOR shall be responsible for the professional quality, technical accuracy and coordination of traffic design drawings, specifications and other services furnished by the CONTRACTOR under this contract.

The CONTRACTOR shall provide a Quality Control Plan that describes the procedures to be utilized to verify, independently check, and review all design drawings, specifications and other services prepared as a part of the contract. The CONTRACTOR shall describe how the checking and review processes are to be documented to verify that the required procedures were followed. The

Quality Control Plan may be one utilized by the CONTRACTOR as part of their normal operation or it may be one specifically designed for this project.

20.15 Supervision

21 SIGNALIZATION ANALYSIS - *(N/A)*

22 SIGNALIZATION PLANS - *(N/A)*

23 LIGHTING ANALYSIS - *(N/A)*

24 LIGHTING PLANS - *(N/A)*

25 LANDSCAPE ARCHITECTURE ANALYSIS - *(N/A)*

26 LANDSCAPE ARCHITECTURE PLANS - *(N/A)*

27 SURVEY

The CONTRACTOR shall perform survey tasks in accordance with all applicable statutes, manuals, guidelines, standards, handbooks, procedures, and current design memoranda.

The CONTRACTOR shall submit all survey notes and computations to document the surveys. All field survey work shall be recorded in approved media and submitted to the COUNTY. Field books submitted to the COUNTY must be of an approved type. The field books shall be certified by the surveyor in responsible charge of work being performed before the final product is submitted.

The survey notes shall include documentation of decisions reached from meetings, telephone conversations or site visits. All like work (such as bench lines, reference points, etc.) shall be recorded contiguously. The COUNTY may not accept field survey radial locations of section corners, platted subdivision lot and block corners, alignment control points, alignment control reference points and certified section corner references. The COUNTY may instead require that these points be surveyed by true line, traverse or parallel offset.

27.1 Horizontal Project Control (HPC)

Establish or recover HPC, for the purpose of establishing horizontal control on the Florida State Plane Coordinate System or datum approved by the District Surveyor

(DS) or District Location Surveyor (DLS); may include primary or secondary control points. Includes analysis and processing of all field collected data, and preparation of forms.

27.2 Vertical Project Control (VPC)

Establish or recover VPC, for the purpose of establishing vertical control on datum approved by the District Surveyor (DS) or the District Location Surveyor (DLS).; may include primary or secondary vertical control points. Includes analysis and processing of all field collected data, and preparation of forms.

27.3 Alignment and/or Existing Right of Way (R/W) Lines

Establish, recover or re-establish project alignment. Also includes analysis and processing of all field collected data, existing maps, and/or reports for identifying mainline, ramp, offset, or secondary alignments. Depict alignment and/or existing R/W lines (in required format) per COUNTY R/W Maps, platted or dedicated rights of way.

27.4 Aerial Targets - *(N/A)*

27.5 Reference Points

Reference Horizontal Project Network Control (HPNC) points, project alignment, vertical control points, section, ¼ section, center of section corners and General Land Office (G.L.O.) corners as required.

27.6 Topography/Digital Terrain Model (DTM) (3D)

Locate all above ground features and improvements for the limits of the project by collecting the required data for the purpose of creating a DTM with sufficient density. Shoot all break lines, high and low points. Effort includes field edits, analysis and processing of all field collected data, existing maps, and/or reports.

27.7 Planimetric (2D)

Locate all above ground features and improvements. Deliver in appropriate electronic format. Effort includes field edits, analysis and processing of all field collected data, existing maps, and/or reports.

27.8 Roadway Cross Sections/Profiles

Perform cross sections or profiles. May include analysis and processing of all field-collected data for comparison with DTM.

27.9 Side Street Surveys

Refer to tasks of this document as applicable.

27.10 Underground Utilities

Designation includes 2-dimensional collection of existing utilities and selected 3-dimensional verification as needed for designation. Location includes non-destructive excavation to determine size, type and location of existing utility, as necessary for final 3-dimensional verification. Survey includes collection of data on points as needed for designates and locates. Includes analysis and processing of all field collected data, and delivery of all appropriate electronic files.

27.11 Outfall Survey - *(N/A)*

27.12 Drainage Survey

Locate underground data (XYZ, pipe size, type, condition and flow line) that relates to above ground data. Includes field edits, analysis and processing of all field collected data, existing maps, and/or reports.

27.13 Bridge Survey - *(N/A)*

27.14 Channel Survey - *(N/A)*

27.15 Pond Site Survey - *(N/A)*

27.16 Mitigation Survey - *(N/A)*

27.17 Jurisdiction Line Survey -

Perform field location (2-dimensional) of jurisdiction limits as defined by respective authorities, also includes field edits, analysis and processing of all field collected data, preparation of reports.

27.18 Geotechnical Support

Perform 3-dimensional (X,Y,Z) field location, or stakeout, of boring sites established by geotechnical engineer. Includes field edits, analysis and processing of all field collected data and/or reports.

27.19 Sectional/Grant Survey

Perform field location/placement of section corners, 1/4 section corners, and fractional corners where pertinent. Includes analysis and processing of all field-collected data and/or reports.

27.20 Subdivision Location

Survey all existing recorded subdivision/condominium boundaries, tracts, units, phases, blocks, street R/W lines, common areas. Includes analysis and processing of all field

collected data and/or reports. If unrecorded subdivision is on file in the public records of the subject county, tie existing monumentation of the beginning and end of unrecorded subdivision.

27.21 Maintained R/W - *(N/A)*

27.22 Boundary Survey - *(N/A)*

27.23 Water Boundary Survey - *(N/A)*

27.24 Right of Way Staking, Parcel / Right of Way Line - *(N/A)*

27.25 Right of Way Monumentation - *(N/A)*

27.26 Line Cutting

Perform all efforts required to clear vegetation from the line of sight.

27.27 Work Zone Safety

Provide work zone as required by COUNTY standards.

27.28 Miscellaneous Surveys

Refer to tasks of this document, as applicable, to perform surveys not described herein. The percent for Supplemental will be determined at negotiations. This item can only be used if authorized in writing by the District Surveyor (DS), District Location Surveyor (DLS) or their representative.

27.29 Supplemental Surveys

Supplemental survey days and hours are to be approved in advance by DS or DLS. Refer to tasks of this document, as applicable, to perform surveys not described herein.

27.30 Document Research

Perform research of documentation to support field and office efforts involving surveying and mapping.

27.31 Field Review

Perform verification of the field conditions as related to the collected survey data.

27.32 Technical Meetings

Attend meetings as required and negotiated by the Surveying and Mapping Department.

27.33 Quality Assurance/Quality Control (QA/QC)

Establish and implement a QA/QC plan. Also includes subconsultant review, response to comments and any resolution meetings if required, preparation of submittals for review, etc.

27.34 Supervision

Perform all activities required to supervise and coordinate project. These activities must be performed by the project supervisor, a Florida P.S.M. or their delegate as approved by the COUNTY.

27.35 Coordination

Coordinate survey activities with other disciplines. These activities must be performed by the project supervisor, a Florida P.S.M. or their delegate as approved by the COUNTY.

28 *PHOTOGRAMMETRY - (N/A)*

29 MAPPING - *(N/A)*

30 TERRESTRIAL MOBILE LiDAR - *(N/A)*

31 ARCHITECTURE DEVELOPMENT - *(N/A)*

32 NOISE BARRIERS IMPACT DESIGN ASSESSMENT IN THE DESIGN PHASE - *(N/A)*

33 INTELLIGENT TRANSPORTATION SYSTEMS ANALYSIS - *(N/A)*

34 INTELLIGENT TRANSPORTATION SYSTEMS PLANS - *(N/A)*

35 GEOTECHNICAL

The CONTRACTOR shall, for each project, be responsible for a complete geotechnical investigation. All work performed by the CONTRACTOR shall be in accordance with COUNTY standards.

Before beginning each phase of investigation and after the Notice to Proceed is given, the CONTRACTOR shall submit an investigation plan for approval and meet with the COUNTY's representative to review the project scope and COUNTY requirements. The investigation plan shall include, but not be limited to, the proposed boring locations and depths, and all existing geotechnical information from available sources to generally describe the surface and subsurface conditions of the project site. Additional meetings may be required to plan any additional field efforts, review plans, resolve plans/report comments, resolve responses to comments, and/or any other meetings necessary to facilitate the project.

The CONTRACTOR shall notify the COUNTY in adequate time to schedule a representative to attend all related meetings and field activities.

35.1 Document Collection and Review

CONTRACTOR will review printed literature including topographic maps, county agricultural maps, aerial photography (including historic photos), ground water resources, geology bulletins, potentiometric maps, pile driving records, historic construction records and other geotechnical related resources. Prior to field reconnaissance, CONTRACTOR shall review U.S.G.S., S.C.S. and potentiometric maps, and identify areas with problematic soil and groundwater conditions.

35.2 Develop Detailed Boring Location Plan

Develop a detailed boring location plan. If the drilling program expects to encounter artesian conditions, the CONTRACTOR shall submit a methodology(s) for plugging the borehole to the COUNTY for approval prior to commencing with the boring program.

35.3 Stake Borings/Utility Clearance

Stake borings and obtain utility clearance.

35.4 Coordinate and Develop MOT Plans for Field Investigation - ***(N/A)***

35.5 Drilling Access Permits – ***(N/A)***

35.6 Property Clearances – ***(N/A)***

35.7 Groundwater Monitoring - ***(N/A)***

35.8 LBR / Resilient Modulus Sampling - ***(N/A)***

35.9 Coordination of Field Work

Coordinate all field work required to provide geotechnical data for the project.

35.10 Soil and Rock Classification - Roadway

Refine soil profiles recorded in the field, based on results of laboratory testing.

35.11 Design LBR - *(N/A)*

35.12 Laboratory Data - *(N/A)*

35.13 Seasonal High Water Table - *(N/A)*

35.14 Parameters for Water Retention Areas - *(N/A)*

35.15 Delineate Limits of Unsuitable Material

Delineate limits of unsuitable material(s) in both horizontal and vertical directions. Assist the Engineer of Record with detailing these limits on the cross-sections. If requested, prepare a plan view of the limits of unsuitable material.

35.16 Electronic Files for Cross-Sections

Create electronic files of boring data for cross-sections.

35.17 Embankment Settlement and Stability

Estimate the total magnitude and time rate of embankment settlements. Calculate the factor of safety against slope stability failure.

35.18 Stormwater Volume Recovery and/or Background Seepage Analysis – *(N/A)*

35.19 Geotechnical Recommendations

Provide geotechnical recommendations regarding the proposed roadway construction project including the following: description of the site/alignment, design recommendations and discussion of any special considerations (i.e. removal of unsuitable material, consolidation of weak soils, estimated settlement time/amount, groundwater control, high groundwater conditions relative to pavement base, etc.) Evaluate and recommend types of geosynthetics and properties for various applications, as required.

35.20 Pavement Condition Survey and Pavement Evaluation Report – *(N/A)*

35.21 Preliminary Roadway Report

If a preliminary roadway investigation is performed, submit a preliminary roadway report before the Phase I plans submittal. The purpose of the preliminary roadway report will be to assist in setting road grades and locating potential problems.

- Copies of U.S.G.S. and S.C.S. maps with project limits shown.
- A report of tests sheet that summarizes the laboratory test results, the soil

stratification (i.e. soils grouped into layers of similar materials) and construction recommendations relative to Standard Indices 500 and 505.
- The results of all tasks discussed in all previous sections regarding data interpretation and analysis.
- An appendix that contains stratified soil boring profiles, laboratory test data sheets, sample embankment settlement and stability calculations, design LBR calculation/graphs, and other pertinent calculations.
- The CONTRACTOR will respond in writing to any changes and/or comments from the COUNTY and submit any responses and revised reports.

35.22 Final Report

The Final Roadway Report shall include the following:

- Copies of U.S.G.S. and S.C.S. maps with project limits shown.
- A report of tests sheet that summarizes the laboratory test results, the soil stratification (i.e. soils grouped into layers of similar materials) and construction recommendations relative to Standard Indices 500 and 505.
- The results of all tasks discussed in all previous sections regarding data interpretation and analysis.
- An appendix that contains stratified soil boring profiles, laboratory test data sheets, sample embankment settlement and stability calculations, design LBR calculation/graphs, and other pertinent calculations.
- The CONTRACTOR will respond in writing to any changes and/or comments from the COUNTY and submit any responses and revised reports.

35.23 Auger Boring Drafting

Draft auger borings as directed by the COUNTY.

35.24 SPT Boring Drafting

Draft SPT borings as directed by the COUNTY.

35.25 Develop Detailed Boring Location Plan – *(N/A)*

35.26 Stake Borings/Utility Clearance – *(N/A)*

35.27 Coordinate and Develop MOT Plans for Field Investigation – *(N/A)*

35.28 Drilling Access Permits – *(N/A)*

35.29 Property Clearances – *(N/A)*

35.30 Collection of Corrosion Samples – (N/A)

35.31 Coordination of Field Work – (N/A)

35.32 Soil and Rock Classification – Structures – (N/A)

35.33 Tabulation of Laboratory Data – (N/A)

35.34 Estimate Design Groundwater Level for Structures - *(N/A)*

35.35 Selection of Foundation Alternatives (BDR) - *(N/A)*

35.36 Detailed Analysis of Selected Foundation Alternate(s) - *(N/A)*

35.37 Bridge Construction and Testing Recommendations - *(N/A)*

35.38 Lateral Load Analysis - *(N/A)*

35.39 Walls - *(N/A)*

35.40 Sheet Pile Wall Analysis - *(N/A)*

35.41 Design Soil Parameters for Signs, Signals, High Mast Lights, and Strain Poles and Geotechnical Recommendations

- Provide the design soil profile(s) that include the soil model/type of each layer and all soil properties required by the Engineer of Record for foundation design. Review design for geotechnical compatibility and constructability.

35.42 Box Culvert Analysis - *(N/A)*

35.43 Preliminary Report – BDR - *(N/A)*

35.44 Final Report - Bridge and Associated Walls - *(N/A)*

35.45 Final Reports - Signs, Signals, Box Culvert, Walls, and High Mast Lights

The final reports shall include the following:

- Copies of U.S.G.S. and S.C.S. maps with project limits shown.
- Summary of structure background data, S.C.S., U.S.G.S., geologic and potentiometric data.
- The results of all tasks discussed in all previous sections regarding data interpretation and analysis).
- Recommendations for foundation installation, or other site preparation soils-related construction considerations with plan sheets as necessary.
- Any special provisions required for construction that are not addressed in the specifications.
- An Appendix which includes SPT and CPT boring/sounding profiles, data from any specialized field tests, engineering analysis, notes/sample calculations, sheets showing ultimate bearing capacity curves versus elevation for piles and drilled shafts, a complete FHWA check list, pile driving records (if available), and any other pertinent information.

Final reports will incorporate comments from the COUNTY and contain any additional field or laboratory test results, recommended foundation alternatives along with design parameters and special provisions for the contract plans. These reports will be submitted to the District Geotechnical Engineer for review prior to project completion. After review by the District Geotechnical Engineer, the reports will be submitted to the District Geotechnical Engineer in final form and will include the following:

- All original plan sheets (11" x 17")
- One set of all plan and specification documents, in electronic format, according to COUNTY requirements
- Two sets of record prints
- Six sets of any special provisions
- All reference and support documentation used in preparation of contract plans package

Additional final reports (up to four), aside from stated above, may be needed and requested for the COUNTY's Project Manager and other disciplines.

The final reports, special provisions, as well as record prints, will be signed and sealed by a Professional Engineer licensed in the State of Florida.

Draft the detailed boring/sounding standard sheet, including environmental classification, results of laboratory testing, and specialized construction requirements, for inclusion in final plans.

35.46 SPT Boring Drafting – *(N/A)*

35.47 Other Geotechnical – *(N/A)*

35.48 Technical Special Provisions – *(N/A)*

35.49 Field Reviews

Identify and note surface soil and rock conditions, surface water conditions and locations, and preliminary utility conflicts. Observe and note nearby structures and foundation types.

35.50 Technical Meetings – *(N/A)*

35.51 Quality Assurance/Quality Control

35.52 Supervision

35.53 Coordination

35.54 Optional Preliminary Contamination Assessment – *(N/A)*

36 PROJECT REQUIREMENTS

36.1 Liaison Office

The COUNTY and the CONTRACTOR will designate a Project Manager or designee (s) who shall be the representative of their respective organizations for the Project. While it is expected the CONTRACTOR shall seek and receive advice from various state, regional, and local agencies, the final direction on all matters of this project remain with the COUNTY.

36.2 Key Personnel

The Contractor's work shall be performed and directed by the key personnel identified in the proposal presentations by the CONTRACTOR. Any changes in the indicated personnel shall be subject to review and approval by COUNTY.

36.3 Progress Reporting

The CONTRACTOR shall meet with the COUNTY as required and shall provide a written monthly progress report with approved schedule, schedule status, and payout curve or by using the earned value method that describe the work performed on each task. The report will include assessing project risk through monthly documentation of identifying and updating the risk category and approach for monitoring those tasks. Invoices shall be submitted after the COUNTY approves the monthly progress report and the payout curve or with earned value analysis. The Project Manager will make judgment on whether work of sufficient quality and quantity has been accomplished by comparing the reported percent complete against actual work accomplished.

36.4 Correspondence

Copies of all written correspondence between the CONTRACTOR and any party pertaining specifically to this contract shall be provided to the COUNTY for their records within one (1) week of the receipt or mailing of said correspondence.

36.5 Professional Endorsement

The CONTRACTOR shall have a Licensed Professional Engineer in the State of Florida sign and seal all documents, technical special provisions, and plans.

36.6 Computer Automation

The project will be developed utilizing Computer Aided Drafting and Design (CADD) systems. It is the responsibility of the CONTRACTOR to meet the requirements in the FDOT CADD Manual. The CONTRACTOR shall submit final documents and files as described therein.

36.7 Coordination with Other Consultants

The CONTRACTOR is to coordinate his work with any and all adjacent and integral consultants so as to effect complete and homogenous plans and specifications for the project(s) described herein.

36.8 Optional Services

At the COUNTY's option, the CONTRACTOR may be requested to provide optional services. The fee for these services shall be negotiated in accordance with the terms detailed in Attachment B, Method of Compensation, for a fair, competitive and reasonable cost, considering the scope and complexity of the project(s). Additional services may be authorized by the COUNTY in accordance with the Contract. The additional services may include Construction Assistance, Review of Shop Drawings, Final Bridge Load Rating, update (Category II) bridge plans electronically (CADD) for the Final "As-Built" conditions, based on documents provided by the COUNTY (CADD Services Only) or other Services as required.

37 INVOICING LIMITS

Payment for the work accomplished shall be in accordance with Method of Compensation of this contract. Invoices shall be submitted to the COUNTY, in a format prescribed by the COUNTY. The COUNTY Project Manager and the CONTRACTOR shall monitor the cumulative invoiced billings to ensure the reasonableness of the billings compared to the project schedule and the work accomplished and accepted by the COUNTY.

The CONTRACTOR shall provide a list of key events and the associated total percentage of work considered to be complete at each event. This list shall be used to control invoicing. Payments will not be made that exceed the percentage of work for any event until those events have actually occurred and the results are acceptable to the COUNTY.

Attachment "B" Schedule of Fees

Attachment "B" Schedule of Fees

ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Name of Project: John Rodes Boulevard Sidewalk Improvements
County: Brevard
FPN: 441449-1-38-01
FAP No.: N/A

Consultant Name: Hanson Professional Services Inc
Consultant No.: 18L0077
Date: 2/21/2019
Estimator: Clint Smith

Staff Classification	Total Staff Hours From "SH Summary -	Project Manager	Chief Engineer	Senior Engineer	Senior Project Engineer	Senior Planner	Project Engineer	Senior Designer	Engineer	Engineering Intern	Engineering Technician	Secretary/ Clerical	Staff Classification 12	SH By Activity	Salary Cost By Activity	Average Rate Per Task
		$63.30	$117.90	$79.75	$59.00	$50.77	$45.77	$46.73	$32.81	$29.97	$26.93	$27.26	$0.00			
3. Project General and Project Common Tasks	109	5	0	11	11	0	22	16	0	5	16	23	0	109	$4,805	$44.08
4. Roadway Analysis	241	12	0	12	12	0	36	36	60	36	37	0	0	241	$9,799	$40.66
5. Roadway Plans	167	8	0	8	8	0	17	33	25	42	26	0	0	167	$6,716	$40.21
6a. Drainage Analysis	37	2	0	2	2	0	7	9	9	6	0	0	0	37	$1,620	$43.79
6b. Drainage Plans	44	2	0	2	2	0	4	9	7	11	7	0	0	44	$1,756	$39.90
7. Utilities	96	5	0	5	5	0	14	14	24	15	14	0	0	96	$3,919	$40.83
8. Environmental Permits, Compliance & Clearances	19	1	0	1	1	0	3	3	5	3	2	0	0	19	$787	$41.44
9. Structures - Misc. Tasks, Dwgs, Non-Tech.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
10. Structures - Bridge Development Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
11. Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
20. Signing & Pavement Marking Plans	28	1	0	1	1	0	3	6	5	7	4	0	0	28	$1,101	$39.33
21. Signalization Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
22. Signalization Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
23. Lighting Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
24. Lighting Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
25. Landscape Architecture Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
26. Landscape Architecture Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
27. Survey (Field & Office Support)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
30. Terrestrial Mobile LiDAR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
31. Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
32. Noise Barriers Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
33. Intelligent Transportation Systems Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
34. Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
35. Geotechnical	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
Total Staff Hours	781	38	0	44	44	0	112	132	145	132	111	23	0	781		
Total Staff Cost		$2,405.40	$0.00	$3,509.00	$2,596.00	$0.00	$5,126.24	$6,168.36	$4,757.45	$3,956.04	$2,989.23	$626.98	$0.00		**$32,134.70**	**$41.15**

Check = $32,134.70

Survey Field Days by Subconsultant
4 - Person Crew

Notes:
1. This sheet to be used by Prime Consultant to calculate the Grand Total fee.

2. Manually enter fee from each subconsultant. Unused subconsultant rows may be hidden.

SALARY RELATED COSTS:				$32,134.70
OVERHEAD:	162.17%			$52,112.84
OPERATING MARGIN:	39.40%			$12,661.07
FCCM (Facilities Capital Cost Money):	0.462%			$148.46
EXPENSES:	7.45%			$2,394.04
Survey (Field - if by Prime)	0	4-man crew days @	$ - / day	$0.00
SUBTOTAL ESTIMATED FEE:				**$99,451.11**
Subconsultant: McKim and Creed, Inc.				$50,648.96
Subconsultant: Ardaman & Associates, Inc.				$11,165.18
Subconsultant: Atlantic Environmental Services, Inc.				$6,339.95
Subconsultant:				$0.00
Subconsultant:				$0.00
Subconsultant: Sub 6				$0.00
Subconsultant: Sub 7				$0.00
Subconsultant: Sub 8				$0.00
Subconsultant: Sub 9				$0.00
Subconsultant: Sub 10				$0.00
Subconsultant: Sub 11				$0.00
Subconsultant: Sub 12				$0.00
SUBTOTAL ESTIMATED FEE:				**$167,605.20**
Geotechnical Field and Lab Testing				$0.00
SUBTOTAL ESTIMATED FEE:				**$167,605.20**
Optional Services				$0.00
GRAND TOTAL ESTIMATED FEE:				**$167,605.20**

ESTIMATE OF WORK EFFORT AND COST - SUBCONSULTANT

Name of Project: John Rodes
County: Brevard
FPN: 4-18-10
FAP No.: TBD

Consultant Name: Mckim and Creed
Consultant No.: enter consultants proj. number
Date: 2/21/2019
Estimator: insert name

Staff Classification	Total Staff Hours From "SH Summary Firm"	Senior Utility Coordinator	SUR Principal Surveyor	SUR Survey/GIS/SUE Analyst 3	Secretary/ Clerical	Staff Classi-fication 5	Staff Classi-fication 6	Staff Classi-fication 7	Staff Classi-fication 8	Staff Classi-fication 9	Staff Classi-fication 10	Staff Classi-fication 11	Staff Classi- fication 12	SH By Activity	Salary Cost By Activity	Average Rate Per Task
		$63.88	$45.67	$37.58	$25.93	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00			
3. Project General and Project Common Tasks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
4. Roadway Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
5. Roadway Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
6a. Drainage Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
6b. Drainage Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
7. Utilities	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
8. Environmental Permits, Compliance & Clearances	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
9. Structures - Misc. Tasks, Dwgs, Non-Tech.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
10. Structures - Bridge Development Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
11. Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
12. Structures - Short Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
13. Structures - Medium Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
14. Structures - Structural Steel Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
15. Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
16. Structures - Movable Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
17. Structures - Retaining Walls	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
18. Structures - Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
19. Signing & Pavement Marking Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
20. Signing & Pavement Marking Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
21. Signalization Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
22. Signalization Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
23. Lighting Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
24. Lighting Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
25. Landscape Architecture Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
26. Landscape Architecture Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
27. Survey (Field & Office Support)	37	9	4	22	2	0	0	0	0	0	0	0	0	37	$1,636	$44.22
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
30. Terrestrial Mobile LiDAR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
31. Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
32. Noise Barriers Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
33. Intelligent Transportation Systems Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
34. Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
35. Geotechnical	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
36. 3D Modeling	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
Total Staff Hours	37	9	4	22	2	0	0	0	0	0	0	0	0	37		
Total Staff Cost		$574.92	$182.68	$826.76	$51.86	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		**$1,636.22**	**$44.22**

Check = $1,636.22

Notes:
1. This sheet to be used by Subconsultant to calculate its fee.

SALARY RELATED COSTS:					$1,636.22
OVERHEAD:	187%				$3,066.11
OPERATING MARGIN:	18%				$294.52
FCCM (Facilities Capital Cost Money):	0.445%				$7.28
EXPENSES:	13.44%				$219.91
SUBTOTAL ESTIMATED FEE:					**$5,224.04**
Survey SUE (Field)	11	3-person 8 hour crew days @	$	1,540.95 / day	$16,950.44
Survey SUE Vac Truck	1	Per Day	$	124.00	$124.00
SUBTOTAL ESTIMATED FEE:					**$22,298.48**
Optional Services					$0.00
GRAND TOTAL ESTIMATED FEE:					**$22,298.48**

ESTIMATE OF WORK EFFORT AND COST - SUBCONSULTANT

Name of Project: John Rodes
County: enter name of county
FPN: 441449-1-38-01
FAP No.: 54321

Consultant Name: Mckim and Creed
Consultant No.: enter consultants proj. number
Date: 2/21/2019
Estimator: insert name

Staff Classification	Total Staff Hours From "SH Summary Firm"	SUR Principle	SUR Sr Project	SUR Survey Analyst 3	Secretary/Clerical	Staff Classi-fication 5	Staff Classi-fication 6	Staff Classi-fication 7	Staff Classi-fication 8	Staff Classi-fication 9	Staff Classi-fication 10	Staff Classi-fication 11	Staff Classi- fication 12	SH By Activity	Salary Cost By Activity	Average Rate Per Task
		$45.67	$45.00	$33.36	$25.93	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00			
3. Project General and Project Common Tasks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
4. Roadway Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
5. Roadway Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
6a. Drainage Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
6b. Drainage Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
7. Utilities	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
8. Environmental Permits, Compliance & Clearances	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
9. Structures - Misc. Tasks, Dwgs, Non-Tech.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
10. Structures - Bridge Development Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
11. Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
12. Structures - Short Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
13. Structures - Medium Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
14. Structures - Structural Steel Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
15. Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
16. Structures - Movable Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
17. Structures - Retaining Walls	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
18. Structures - Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
19. Signing & Pavement Marking Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
20. Signing & Pavement Marking Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
21. Signalization Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
22. Signalization Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
23. Lighting Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
24. Lighting Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
25. Landscape Architecture Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
26. Landscape Architecture Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
27. Survey (Field & Office Support)	84	7	28	42	7	0	0	0	0	0	0	0	0	84	$3,163	$37.66
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
30. Terrestrial Mobile LiDAR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
31. Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
32. Noise Barriers Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
33. Intelligent Transportation Systems Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
34. Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
35. Geotechnical	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
36. 3D Modeling	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
Total Staff Hours	84	7	28	42	7	0	0	0	0	0	0	0	0	84		
Total Staff Cost		$319.69	$1,260.00	$1,401.96	$181.51	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		$3,163.16	$37.66

Check = $3,163.16

SALARY RELATED COSTS:					$3,163.16
OVERHEAD:		187%			$5,927.45
OPERATING MARGIN:		18%			$569.37
FCCM (Facilities Capital Cost Money):		0.445%			$14.08
EXPENSES:		13.44%			$425.13
SUBTOTAL ESTIMATED FEE:					**$10,099.19**
Survey (Field)	14	3-person crew days @	$ 1,303.66	/ day	$18,251.29
Geotechnical Field and Lab Testing					$0.00
SUBTOTAL ESTIMATED FEE:					**$28,350.48**
Optional Services					$0.00
GRAND TOTAL ESTIMATED FEE:					**$28,350.48**

Notes:
1. This sheet to be used by Subconsultant to calculate its fee.

4 person survey crew @ 10 hours/day

ESTIMATE OF WORK EFFORT AND COST - SUBCONSULTANT

Name of Project: John Rodes Boulevard Sidewalk Addition
County: Brevard
FPN: 441449-1-38-01
FAP No.: N/A

Consultant Name: Ardaman
Consultant No.: enter consultants proj. number
Date: 2/21/2019
Estimator: insert name

Staff Classification	Total Staff Hours From "SH Summary Firm"	Senior Project	Senior Engineering	Secretary/Clerical	Engineering Technician	Engineering Intern	Staff Classification 06	Staff Classification 07	Staff Classification 08	Staff Classification 09	Staff Classification 10	Staff Classification 11	Staff Classification 12	SH By Activity	Salary Cost By Activity	Average Rate Per Task
		$58.51	$18.56	$18.75	$13.28	$26.75	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00			
3. Project General and Project Common Tasks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
4. Roadway Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
5. Roadway Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
6a. Drainage Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
6b. Drainage Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
7. Utilities	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
8. Environmental Permits, Compliance & Clearances	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
9. Structures - Misc. Tasks, Dwgs, Non-Tech.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
10. Structures - Bridge Development Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
11. Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
12. Structures - Short Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
13. Structures - Medium Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
14. Structures - Structural Steel Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
15. Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
16. Structures - Movable Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
17. Structures - Retaining Walls	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
18. Structures - Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
19. Signing & Pavement Marking Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
20. Signing & Pavement Marking Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
21. Signalization Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
22. Signalization Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
23. Lighting Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
24. Lighting Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
25. Landscape Architecture Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
26. Landscape Architecture Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
27. Survey (Field & Office Support)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
30. Terrestrial Mobile LiDAR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
31. Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
32. Noise Barriers Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
33. Intelligent Transportation Systems Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
34. Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
35. Geotechnical	87	13	36	6	8	24	0	0	0	0	0	0	0	87	$2,290	$26.32
Total Staff Hours	87	13	36	6	8	24	0	0	0	0	0	0	0	87		
Total Staff Cost		$760.63	$668.16	$112.50	$106.24	$642.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		**$2,289.53**	**$26.32**

Check = $2,289.53

SALARY RELATED COSTS:			$2,289.53
OVERHEAD:	169.13%		$3,872.28
OPERATING MARGIN:	21%		$480.80
FCCM (Facilities Capital Cost Money):	0.162%		$3.71
EXPENSES:	14.32%		$327.86
SUBTOTAL ESTIMATED FEE:			**$6,974.18**
Survey (Field)	0	4-man crew days @ $ - / day	$0.00
Geotechnical Field and Lab Testing			$4,191.00
SUBTOTAL ESTIMATED FEE:			**$11,165.18**
Optional Services			$0.00
GRAND TOTAL ESTIMATED FEE:			**$11,165.18**

Notes:
1. This sheet to be used by Subconsultant to calculate its fee.

ESTIMATE OF WORK EFFORT AND COST - SUBCONSULTANT

Name of Project: John Rodes Blvd Sidewalk Addition
County: Brevard
FPN:
FAP No.:

Consultant Name: Atlantic Environmental Solutions, Inc.
Consultant No.:
Date: 2/21/2019
Estimator: Jon Shepherd

Staff Classification	Total Staff Hours From "SH Summary Firm"	Principal Scientist	Senior Scientist/GIS	Project Scientist	Staff Classification 4	Staff Classification 5	Staff Classification 6	Staff Classification 7	Staff Classification 8	Staff Classification 9	Staff Classification 10	Staff Classification 11	Staff Classification 12	SH By Activity	Salary Cost By Activity	Average Rate Per Task
		$126.23	$116.88	$107.53	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00			
3. Project General and Project Common Tasks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
4. Roadway Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
8. Environmental Permits, Compliance & Clearances	40	14	18	8	0	0	0	0	0	0	0	0	0	40	$4,731	$118.28
25. Landscape Architecture Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
26. Landscape Architecture Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
27. Survey (Field & Office Support)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
30. Terrestrial Mobile LiDAR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
31. Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
32. Noise Barriers Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
33. Intelligent Transportation Systems Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
34. Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
35. Geotechnical	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
36. 3D Modeling	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
Total Staff Hours	40	14	18	8	0	0	0	0	0	0	0	0	0	40		
Total Staff Cost		$1,767.22	$2,103.84	$860.24	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		$4,731.30	$118.28

Check = $4,731.30

SALARY RELATED COSTS:					$4,731.30
OVERHEAD:		22%			$1,040.89
OPERATING MARGIN:		12%			$567.76
FCCM (Facilities Capital Cost Money):		0.00%			$0.00
EXPENSES:		0.00%			$0.00
SUBTOTAL ESTIMATED FEE:					**$6,339.95**
Survey (Field)	0	4-person crew	$ -	/ day	$0.00
Geotechnical Field and Lab Testing					$0.00
SUBTOTAL ESTIMATED FEE:					**$6,339.95**
Optional Services					$0.00
GRAND TOTAL ESTIMATED FEE:					**$6,339.95**

Notes:
1. This sheet to be used by Subconsultant to calculate its fee.

Attachment "C" Completed Forms

PUBLIC ENTITY CRIME AFFIDAVIT

STATE OF FLORIDA

COUNTY OF Duval

BEFORE ME, the undersigned authority, personally appeared Jeffery L. Bowen, PE, who, being by me first duly sworn, made the following statement:

1. The Business address of Hanson Professional Services Inc. (name of bidder or contractor) is 8075 Gate Parkway West, Suite 204, Jacksonville, FL 32216.

2. My relationship to Hanson Professional Services Inc. (name of bidder or contractor) is senior vice president (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 my 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.)

Jeffery L. Bowen, PE, Senior Vice President

Sworn to and subscribed before me in the state and county first mentioned above on the 29th day of May, 2018

Elizabeth J Barker
Notary Public

(affix seal)

Notary Public State of Florida
Elizabeth J Barker
My Commission FF 243498
Expires 08/02/2019

My commission expires: 8-2-19

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

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

375-030-50
PROCUREMENT
OGC - 03/17

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

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

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

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

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

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

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

Advertisement No./ Solicitation No	Description	Financial Project Number(s)
RFQ # 4-18-10	John Rodes Boulevard Sidewalk	

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

Printed Names	Signatures	Date
Jeffery L. Bowen, PE		May 30, 2018

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

375-030-32
PROCUREMENT
11/15

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

(Compliance with 2 CFR Parts 180 and 1200)

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

Name of Consultant/Contractor: Hanson Professional Services Inc.

By: Jeffery L. Bowen, PE

Date: May 30, 2018

Title: Senior Vice President

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.

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 of employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

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

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

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

Name of Consultant:

By:_____ Date: May 30, 2018 Authorized Signature
Jeffery L. Bowen, PE
Title: Senior Vice President

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

DISCLOSURE OF LOBBYING ACTIVITIES

375-030-34
PROCUREMENT
02/16

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

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	a. bid/offer/application b. initial award c. post-award	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:	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:
☒ Prime ☐ Subawardee Tier _____, *if known*: HANSON PROFESSIONAL SERVICES INC. 8075 GATE PARKWAY WEST JACKSONVILLE FL 32216 Congressional District, *if known*: 4c	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: [signature] Print Name: Jeffery L. Bowen, PE Title: Senior Vice President Telephone No.: 904-737-0090 Date (mm/dd/yyyy): 05/30/2018

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

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

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

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

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

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

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

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

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

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

Attachment "D" Terms for Federal Aid Contracts

LOCAL AGENCY PROGRAM FEDERAL-AID TERMS For PROFESSIONAL SERVICES CONTRACTS

TERMS FOR FEDERAL AID CONTRACTS (APPENDIX I):

The following terms apply to all contracts in which it is indicated that the services involve the expenditure of federal funds:

A. It is understood and agreed that all rights of the Local Agency relating to inspection, review, approval, patents, copyrights, and audit of the work, tracing, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.

B. All tracings, plans, specifications, maps, computer files and/or reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, will be considered works made for hire and will become the property of the Agency upon completion or termination without restriction or limitation on their use and will be made available, upon request, to the Agency at any time during the performance of such services and/or completion or termination of this Agreement. Upon delivery to the Agency of said document(s), the Agency will become the custodian thereof in accordance with Chapter 119, Florida Statutes. The Consultant will not copyright any material and products or patent any invention developed under this agreement. The Agency will have the right to visit the site for inspection of the work and the products of the Consultant at any time.

C. It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of the U.S. Department of Transportation, anything to the contrary in this Agreement not withstanding.

D. The consultant shall provide access by the Florida Department of Transportation (recipient), the Agency (subrecipient), the Federal Highway Administration, the U.S. Department of Transportation's Inspector General, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the consultant which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

E. Compliance with Regulations: The Consultant shall comply with the Regulations: relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

F. Nondiscrimination: The Consultant, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of material and leases of equipment. The Consultant 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.

G. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations made by the Consultant, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.

H. Information and Reports: The Consultant will 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 Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

I. Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Local Agency shall impose such contract sanctions as it or the Florida Department of Transportation, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to,

   1. withholding of payments to the Consultant under the contract until the Consultant complies and/or

   2. cancellation, termination or suspension of the contract, in whole or in part.

J. Incorporation or Provisions: The Consultant will include the provisions of Paragraph C through K in every subcontract, including procurements of materials and leases of equipment unless exempt by the Regulations, order, or instructions

issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event a Consultant becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the Consultant may request the Local Agency to enter into such litigation to protect the interests of the Local Agency, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

K. Compliance with Nondiscrimination Statutes and Authorities: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

L. Interest of Members of Congress: No member of or delegate to the Congress of the United States will be admitted to any share or part of this contract or to any benefit arising therefrom.

M. Interest of Public Officials: No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.

N. Participation by Disadvantaged Business Enterprises: The Consultant shall agree to abide by the following statement from 49 CFR 26.13(b). This statement shall be included in all subsequent agreements between the Consultant and any subconsultant or contractor.

1. The Consultant, 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 Consultant to carry out these requirements is a material breach of this contract, which may result in termination of this contract or other such remedy as the recipient deems appropriate.

O. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.

P. It is understood and agreed that if the Consultant at any time learns that the certification it provided the Local Agency in compliance with 49 CFR, Section 26.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the Consultant shall provide immediate written notice to the Local Agency. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the Consultant in all lower tier covered transactions and in all aforementioned federal regulation.

Q. The Local Agency hereby certifies that neither the consultant nor the consultant's representative has been required by the Local Agency, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to

1. employ or retain, or agree to employ or retain, any firm or person, or

2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

The Local Agency further acknowledges that this agreement will be furnished to a federal agency, in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

R. The Consultant hereby certifies that it has not:

1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for the above contractor) to solicit or secure this contract;

2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; or

3. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for the above contractor) any fee contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.

The consultant further acknowledges that this agreement will be furnished to the Local Agency, the State of Florida Department of Transportation and a federal agency in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

S. The Consultant 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.

Attachment "E" County References

ADMINISTRATIVE ORDER

NUMBER:	**AO-33**
CANCELS	**04/11/08**
APPROVED:	**June 1, 2016**
ORIGINATOR:	**County Manager**
REVIEW:	**June 1, 2019**

TITLE: Prompt Payment of Invoices

I. PURPOSE AND SCOPE

To specify the process for receiving invoices, evaluating invoices for proper content, notifying vendors of improper invoices and resolving disputes related to invoices, so that timely payment occurs.

II. DEFINITIONS AND REFERENCES

A. Agent: Means project architect, project engineer, or any other agency or person acting on behalf of the County.

B. Construction services: All labor, services, and materials provided in connection with the construction, alteration, repair, demolition, reconstruction, or any other improvements to real property that require a license under parts I and II of Florida Statutes, Chapter 489.

C. Contractor or provider of construction services: Any person who contracts directly with the County to provide construction services.

D. County: A political subdivision of the state established pursuant to s. 1, Art. VIII of the State Constitution. For the purpose and scope of this Administrative Order, "County" shall mean the Board of County Commissioners of Brevard County, Florida and those departments and offices under the authority of the Board.

E. Florida Prompt Payment Act, Sections 218.70 through 218.80, Florida Statutes.

F. Payment request: A request for payment for construction services which conforms with all statutory requirements and to all requirements specified by the County.

G. Proper Invoice: An invoice which conforms to all statutory requirements and all requirements set forth in Section V below.

H. Purchase: The purchase of goods, services, or construction services; the purchase or lease of personal property; or the lease of real property by the County.

I. Vendor: Any person who sells goods or services, sells or leases personal property, or leases real property directly to the County.

III. NOTIFICATION TO VENDORS OF COUNTY REQUIREMENTS

Purchasing, or in the case of contracts where Purchasing is not involved, the appropriate County department/agency shall make the invoice requirements set out herein available to the vendors.

IV. INVOICE RECEIPT

A. The County agency first receiving an invoice shall mark the invoice with the agency's name and the date received by using a dated stamp, or by typing or writing in ink or other acceptable methods.

B. All Board agencies are required to submit undisputed invoices for payment to County Finance within ten (10) days after receipt of invoice.

C. All Board agencies are required to maintain a record of the receipt of services, receipt of invoice and subsequent submittal of invoice to County Finance.

V. INVOICE EVALUATION FOR PROPER CONTENT

A. The County agency receiving the items specified on the invoice shall review the invoice to ensure that the information is accurate and that it contains all of the information as follows :

1. Invoice fully complies with applicable purchase order, contract, etc.
2. Vendor name and address.
3. Purchase order/contract number (if applicable)
4. Invoice date
5. Invoice Number
6. Itemized invoice, including division of parts and labor charges, if applicable.
   a. Number of items
   b. Type of items
   c. Unit price, extended price and total
7. Delivery date or date of service.

B Upon review, those invoices determined to be accurate and correct shall be signed by the agency staff person authorized to approve expenditures of their agency's funds and whose signature is on file with the Finance Department in accordance with AO-39, Signature Authorization Cards. The authorized reviewer shall also indicate the date the review was performed.

C. Full and partial payments shall be certified for payment and forwarded to County Finance.

VI. NOTIFYING VENDORS OF IMPROPER INVOICES

A. Any errors shall be annotated on the invoice.

B. In any case in which an improper invoice (meaning the invoice contains incorrect information or is missing information required under this Administrative Order) is submitted by a vendor, the County agency reviewing the invoice for proper content shall, within 10 days after the improper invoice is first received by Brevard County, notify the vendor that the invoice is improper.

C. The County agency shall indicate, in writing, what corrective action on the part of the vendor is needed to make the invoice proper and the date by which a corrected invoice should be received by the County.

VII. RESOLVING INVOICE DISPUTES

A. In the event a dispute occurs between a vendor and the County concerning payment of a payment request or an invoice, such disagreement shall be resolved by a vendor dispute committee consisting of representatives of the affected County agency, Purchasing, and the County Attorney.

B. Proceedings to resolve the dispute shall commence not later than 45 days after the date on which a payment request or proper invoice was received by the County and shall be concluded by final decision by the County not later than 60 days after the date on which the payment request or proper invoice was received by the County. Resolution of disputes between a vendor and the County concerning payment of a payment request or an invoice will follow F.S. 218.76.

C. If the dispute is resolved in favor of the County, then interest charges shall begin to accrue 15 days after the County's final decision.

D. If the dispute is resolved in favor of the vendor, then interest shall begin to accrue as of the original date the payment became due.

VIII. CALCULATION OF TIME UPON WHICH PAYMENT IS DUE

A. The time at which payment is due for a purchase other than construction services shall be calculated from:

1. The date on which a proper invoice is received by the Finance Department after approval by the receiving department or office; or
2. If a proper invoice is not received, whichever is the latest date of the following:
   a. The date on which delivery of personal property is accepted by the County;
   b. The date on which services are completed;
   c. The date on which the rental period begins; or
   d. The date on which the County and vendor agree in a contract that provides dates relative to payment periods

B. Payment for purchases of construction services will follow F.S. 218.735 and are as follows:

1. The due date for payment for the purchase of construction services by the County is determined as follows:
   (a) If the project architect or project engineer or other agent as defined must approve the invoice prior to the invoice being submitted to the County, payment is due 25

business days after the date on which the invoice is stamped as received by the agent as provided in Section IV, A of this Administrative Order. The contractor may send the County an overdue notice. If the payment request or invoice is not rejected within 4 business days after delivery of the overdue notice, the payment request or invoice shall be deemed accepted, except for any portion of the payment request or invoice that is fraudulent or misleading.

(b) The County shall identify the agent or employee of the County, or the facility or office, to which the contractor may submit its payment request or invoice. This requirement shall be included in the contract between the County and contractor, or shall be provided by the County through a separate written notice, as required under the contract, no later than 10 days after the contract award or notice to proceed.

(c) If an agent need not approve the invoice which is submitted by the contractor, payment is due 20 business days after the date on which the invoice is stamped as received as provided in Section IV, A of this Administrative Order.

2. The County may reject the invoice within 20 business days after the date on which the invoice is stamped as received as provided in Section IV, A of this Administrative Order. The rejection must be written and must specify the deficiency in the invoice and the action necessary to make the invoice proper.
3. If an invoice is rejected under subsection (2) or this subsection and the contractor submits a corrected invoice, the corrected invoice must be paid or rejected 10 business days after the date the corrected invoice is stamped as received.
4. If a dispute between the County and the contractor cannot be resolved by the procedure in (2) and (3), the dispute will be resolved in accordance of Section VII of this Administrative Order.
5. The payment time periods provided in this section for construction services purchased by the County shall not affect contractual provisions or contractual covenants of the County in effect on September 30, 1995.
6. Any portion of an invoice that is not disputed shall be paid in accordance with F.S.218.735. Retainage for payments shall be as provided in F.S. 218.735.

C. Payment by grant funds: If the County intends to pay for a purchase with grant funds, the County shall not make such purchase without reasonable assurance that the funds received will cover the cost. Where payment or the time of payment is contingent on receipt of grant funds or federal approval, any contract and any solicitation to bid shall clearly state such contingency.

IX. TIMELY PAYMENT OF INVOICE

A. The time by which payment for goods or services other than construction services is due shall be 45 days from the date established in Section IV.A or specified in Section VII and in accordance with F.S. 218.74.

B. The time by which payment for construction services is due shall be in accordance with F.S. 218.735.

X. INTEREST PAYMENT

A. Non-timely payments bear interest from 30 days after the due date at the rate of one percent (1%) per month on the unpaid balance. Any overdue period of less than one (1) month shall

be considered as one month in computing interest. Interest computation will follow F.S. 218.74.

B. Vendors must invoice the County for the accrued interest. It is the responsibility of the department to fund the interest payment.

C. No contract between the County and a vendor or a provider of construction services shall prohibit the collection of late payment interest charges allowable under F.S. 218.74.

XI. REPORT OF INTEREST

County Finance shall, during December of each year, report to the Board of County Commissioners the number of interest payments exceeding $250 made by the County during the preceding fiscal year and the total amount of such payments.

XII. STATUTORY REQUIREMENTS

Should any directives or procedures included herein conflict with requirements established within Sections 218.70 through 218.79, Florida Statutes or any other sections of Florida Statutes, as amended, statutory requirements shall prevail.

XIII. RESERVATION OF AUTHORITY

The authority to issue and/or revise this Administrative Order is reserved for the County Manager.

Stockton Whitten
County Manager

6/13/16
Date

ADMINISTRATIVE ORDER

Title: COORDINATION OF PUBLIC RECORDS REQUESTS

Number: AO-47
Cancels: 04/07/2010
Approved: 10/06/2015
Originator: County Attorney
Review: 10/06/220018

I. PURPOSE

Brevard County is committed to the requirements set forth in Chapter 119, Florida Statutes, governing access to public records, also known as the Public Records Law.

The purpose of this Administrative Order is to provide guidelines and procedures for all county administrative personnel, department directors and staff to assure compliance and uniformity with regard to the handling of requests for inspection and copies of public records not exempted by state law.

I. AUTHORITY

A. Chapter 119, Florida Statutes – The Public Records Act
B. BCC-22, Records Management Program
C. BCC-30, Cost of Copying Documents for the Public
D. BCC-33, Social Media Policy

II. DEFINITIONS

A. Electronic Records – any data files and databases, word processing files, spreadsheets, digital photos, voice and video recordings, electronically generated or maintained documents relating to county business and any other electronic messages relating to county business, including text messages, tweets, written communication on social networking websites, and email.

B. Records Custodian - an employee appointed by the director of each county department to oversee the management, retention and timely disposition of their records, whether maintained on-site, offsite, in electronic systems or stored at the Records Management Center; and assists in carrying out the requirements of Florida Statute 119.07.

C. **Records Coordinator** - the individual appointed by the County Attorney to coordinate the responses of the departments to requests for public records that are received.

D. **Requestor** – the person requesting to inspect and/or receive copies of public records.

E. **Redacting** – to electronically conceal or manually black out from a copy of an original public record any information deemed confidential or exempt from disclosure by statute.

F. **Public Records Request Tracking Software** - a software program utilized by County staff and monitored by the appointed Records Coordinator to assist staff in assuring records requests are timely addressed.

III. WHAT IS A PUBLIC RECORD?

Section 119.011(1), Florida Statutes, defines "public records" as "all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by the county.

A. Public records include (but are not limited to):

1. All paper documents maintained by county employees or county officials, including any archived documents stored in private or public facilities.
2. All Electronic Records relating to county business whether generated on work or home computers, phones, or other electronic devices including, but not limited to, email, text and voice mail.
3. All materials made or received by an agency in connection with official business which are used to perpetuate, communicate or formalize knowledge.
4. Draft documents, whether on paper or electronic, once they have been sent to or circulated to another person or persons.

B. The following are not public records:

1. Personal emails that do not involve official business of the county.
2. Draft documents that have not been circulated to another person or persons.
3. Personal notes concerning county business unless they are circulated or sent to others or if they were taken with the intention to perpetuate, communicate, or formalize knowledge.

IV. RESPONDING TO A PUBLIC RECORDS REQUEST

A. General Employee Responsibilities

1. **Notify the department's Records Custodian of the request.**
2. **Respect the requesting party's rights under the law**, including his or her right to remain anonymous. A requestor is not required to provide any identifying information, nor is the party required to put a request for public records in writing. The requestor can be asked for contact information, but if the requestor declines to give such information, it cannot be required. Any inquiry after that should be how to contact the requestor or have the requestor contact the employee about payment of any authorized deposits/fees or to pick up the records.
3. **Refer the requestor to a location on Brevard County's website whenever possible**. In cases where the county's website hosts the same records as those requested, such as recordings of board meetings or presentations, providing a link to the specific webpage should be sufficient and may be more convenient and cost-effective for the requestor. **Do not simply provide a link or direction to the website. Take steps to: (1) ensure that the requesting party is able to access the relevant portion of the website; and (2) confirm that the information on the website is fully responsive to the request made.**
4. **Follow approved procedures for processing public records requests,** which are outlined in this Administrative Order.

B. DEPARTMENT DIRECTOR RESPONSIBILITIES

1. **Appoint an employee to be the Records Custodian for the department.**
2. **Support the Records Custodian and other employees in fulfilling requests made and ensure they have appropriate training.** Fulfilling public records requests is a legally required part of the job of every County employee.
3. **Follow approved procedures for processing public records requests,** which are outlined in this Administrative Order.

C. RECORDS CUSTODIAN RESPONSIBILITIES

1. **Be knowledgeable about public records tracking software program.** A user manual for Records Custodians will be made available. It is important that Records Custodians understand how to enter requests into the program so that the County can track, and efficiently fulfill all records requests.
2. **Direct the Requestor to the correct department for the records.** Sometimes, Requestors might approach the wrong department for records. If the records sought are being held by another department, the Requestor should be directed to the appropriate department. **If a record sought has an unknown origin, contact the Records Coordinator.**
3. **Contact the Records Coordinator if a request might include records outside the department.** The Records Coordinator exists to facilitate multi-departmental requests. Do not hesitate to contact the Coordinator for assistance.

4. **Contact the Records Coordinator if a request includes emails.** The Office of the County Attorney and Information Systems are the only two departments with the capacity to comprehensively search county email. As a result, the Record Custodian may have to go to the Office of the County Attorney to review the results of such email searches performed.
5. **Make all non-exempt records available**, in their original format, for inspection and/or copying within a reasonable timeframe of the original request. **There are many exemptions and the county is required to invoke them when applicable.** If a department is unsure as to whether certain information is exempt under Florida law, contact the County Attorney's Office for clarification.
6. **In writing, acknowledge a request has been received and, if needed, clarify the request.** Many requests require clarification. Communicating with the requestor often will result in a more focused request that involves less time and expense to respond.
7. **Follow up on records requests promptly.** When the request is for particular records that are readily available, a best practice is to make them available to the requestor as soon as possible. In other cases, let the requesting party know when the records will be available for inspection, or that extensive research will be required.
8. **Charge requestors for the cost of duplication and for extensive staff time.** Extensive staff time is defined as any time after the first one-half hour that it takes to research, gather or process the public records request, as well as the time spent with the requestor to review the records.
9. **Provide the requesting party with a cost estimate prior to fulfilling his or her request.** This estimate should include the cost of the time required for redacting any exempted information as well as the time spent reviewing emails generated through the IT department.
10. **Refer to the attached *Public Records Request Fee and Cost Schedules* to quote, estimate and invoice for the costs associated with the public records request.**
11. **Collect 50 percent of the fees for the estimated duplication and staff time fees upfront before starting the work to gather or research or duplicate records.** Collect the remaining balance prior to release of the records, or reimburse any amount necessary should the amount collected be more than the actual cost of resources used.
12. **Close any open requests after 30 days with no contact with the requestor.** If a requestor has not been in contact with the department for more than 30 days after an letter /email is sent with deposit information or requesting clarification of the request, the department should close the request. The initial letter/email to the requestor should advise the requestor that if the County does not receive a response within 30 days of the letter/email, it will be assumed that the requestor does not wish to proceed with the request and the request will be considered closed. When closing the request, the Records Custodian should, if possible, send a written communication to the requestor notifying the requestor that the request has been closed. This communication should also inform the requestor that the request can be renewed at any time if desired.

13. **Provide for and supervise all inspections of original or master copies of public records** to prevent damage, loss or alteration.
14. **Maintain a record of the request and its resolution.** Update the public records request tracking program on a regular basis to provide the status of the request until closed by providing the records or by notification to requester that request was closed based on lack of communication or failure to provide deposit after thirty or more days of initial contact from Records Custodian/Coordinator. Status updates would include a summary of contacts between a custodian and requestor that result in a revised request and how it was revised.
15. **Update the public records tracking software to note the location of the County's copy of what was provided in response to the records request.**
16. **Maintain public records in accordance with the dictates of BCC-22.**
17. **Follow approved procedures for processing public records requests,** which are outlined in this Administrative Order.

V. COUNTY ATTORNEY SUPPORT FEE

If the County Attorney's Office, or its appointed Records Coordinator, spends more than five (5) hours with a given department in ensuring a request gets fulfilled, the department will be assessed a $200/hour fee for the support provided by the County Attorney's Office.

V. RESERVATION OF AUTHORITY

The authority to issue and/or revise this Administrative Order is reserved to the County Manager.

Stockton Whitten
County Manager

October 6, 2015
Date

Public Records Request Fee Schedule*

Those seeking copies of public records will be charged only the actual costs of making copies. However, if the nature or volume of the request requires extensive use of technology or clerical assistance by county staff, the county may charge, in addition to actual cost of duplication, an additional special service charge in accordance with Chapter 119(4)(d), Florida Statutes, and paragraph V.C.7 above.

Professional Rate[1]	Administrative Rate[2]
$16.26/hr	$9.44/hr

Public Records Cost Schedule*

As of the date of this revision of AO-47, the uniform fee for copies to be charged by all departments is as follows, unless otherwise provided by law:

Media	Cost
Paper: First 30 pages per month	Free
Paper: 11x8.5 or less - one-sided	.15
Paper: 11x8.5 or less - two-sided	.20
Paper: 14x8.5 or less - one-sided	.15
Paper: 14x8.5 or less - two-sided	.20
Paper: 11x17	.25
Media Storage Devices (Flash Drives, CDs, DVDs, VHS, etc.)	All actual cost of the media storage device and any associated sleeve/packaging. Actual mailing costs must be charged rather than a flat fee. Mailing costs include jewel case and padded mailing envelope, subtracting the sleeve cost, plus postage.
Postage	Large orders or those to be mailed out of country will be weighed and calculated individually, using www.usps.gov for postage rates.
Copy Service Costs	Any unusually large volume of copying that requires the documents to be sent to a copy service for reproduction will be billed to the requestor based on the actual cost to the county.

[1] Professional rate is calculated as the lowest professional rate County-wide, with "professional" determined by the EEO designation, as shown in the Pay and Classification Plan (updated September 28, 2013). Also, the Agriculture and Extension department wages are partially paid by the University of Florida (UF). Accordingly, that department's pay rate was not considered in making this calculation.

[2] The Administrative rate is determined by the lowest clerical rate County-wide, with "clerical" determined by the EEO designation, as shown in the Pay and Classification Plan (updated September 28, 2013).

*Fee and Cost Schedules approved by the Board of County Commissioners on October 6, 2015.

LOCAL AGENCY PROGRAM AGREEMENT

FPN: 441449-1-38-01	FPN:	FPN:
Federal No (FAIN): D518 048 B	Federal No (FAIN):	Federal No (FAIN):
Federal Award Date:	Federal Award Date:	Federal Award Date:
Fund: SU/TALU	Fund:	Fund:
Org Code: 55053010541	Org Code:	Org Code:
FLAIR Approp: 088849	FLAIR Approp:	FLAIR Approp:

County No: 70 Contract No:

Local Agency Vendor No: F596-000-523-164 Local Agency DUNS No: 78-324-8370

Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction

THIS LOCAL AGENCY PROGRAM AGREEMENT ("Agreement"), is made and entered into on _____ (This date to be entered by DOT only), between the State of Florida, Department of Transportation, an agency of the State of Florida ("Department"), and Brevard County, 2725 Judge Fran Jamieson Way, Suite A201, Viera, FL 32940 ("Agency").

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

1. **Authority:** The Agency, by Resolution No. _____ dated _____ (This date to be entered by DOT only), a copy of which is attached as Exhibit "F" and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section 339.12, Florida Statutes, to enter into this Agreement.

2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in design of John Rodes Boulevard sidewalk, Eau Gallie Boulevard to Aurora Road, as further described in Exhibit "A", Project Description and Responsibilities attached to and incorporated in this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.

3. **Term of Agreement:** The Agency agrees to complete the Project on or before July 31, 2020. If the Agency does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the expiration date of this Agreement will not be reimbursed by the Department.

4. **Project Cost:**

   A. The total cost of the Project is $ 170,878.00. This amount is based upon the schedule of funding in Exhibit "B", Schedule of Funding attached to and incorporated in this Agreement. The Agency agrees to bear all expenses in excess of the total cost of the Project and any deficits involved. The schedule of funding may be modified by mutual agreement as provided for in paragraph 5.I.

   B. The Department agrees to participate in the Project cost up to the maximum amount of $170,878.00 and as more fully described in Exhibit "B". This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation.

   C. Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:

      i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

ii. Availability of funds as stated in subparagraphs 5.L. and 5.M. of this Agreement;

iii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

iv. Department approval of the Project scope and budget at the time appropriation authority becomes available.

5. Requisitions and Payments:

A. The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in Exhibit "A".

B. Invoices shall be submitted by the Agency in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in Exhibit "A". Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments.

C. The Agency shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Agency or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs. All costs charged to the Project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

D. Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Exhibit "A" was met.

E. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.

F. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the Agency resolves the deficiency. If the deficiency is subsequently resolved, the Agency may bill the Department for the retained amount during the next billing period. If the Agency is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement's term.

G. Agencies providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to ***Section 55.03(1), F.S.***, will be due and payable, in addition to the invoice amount, to the Agency.

Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

H. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

I. Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Agency and approved by the Department. The Agency shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a Local Agency Program ("LAP") Supplemental Agreement between the Department and the Agency. The Agency acknowledges and agrees that funding for this project may be reduced upon determination of the agency's contract award amount. If revised, a copy of the Supplemental Agreement shall be forwarded to the Department's Comptroller. No increase or decrease shall be effective unless it complies with fund participation requirements of this Agreement and is approved by the Department's Comptroller.

J. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

K. The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

L. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See Exhibit "B" for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.

M. In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts

of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

6. Department Payment Obligations: Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Agency pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

A. The Agency shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;

B. There is any pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;

C. The Agency shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made a related expenditure or incurred related obligations without having been advised by the Department that same are approved;

D. There has been any violation of the conflict of interest provisions contained in paragraph 16.J.; or

E. The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

The Department may suspend or terminate payment for that portion of the Project which the Federal Highway Administration ("FHWA"), or the Department acting in lieu of FHWA, may designate as ineligible for Federal-aid.

In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the Department's issuance of a Notice to Proceed ("NTP"), costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in Exhibit "B" for the Project, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7. General Requirements: The Agency shall complete the Project with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement, and all applicable laws. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Agency Program Manual, which by this reference is made a part of this Agreement. Time is of the essence as to each and every obligation under this Agreement.

A. A full time employee of the Agency, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in responsible charge of the Project, which employee should be able to perform the following duties and functions:

i. Administers inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;

ii. Maintains familiarity of day to day Project operations, including Project safety issues;

iii. Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;

iv. Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the Project;

v. Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;

vi. Directs Project staff, agency or consultant, to carry out Project administration and contract oversight, including proper documentation;

vii. Is aware of the qualifications, assignments and on-the-job performance of the Agency and consultant staff at all stages of the Project.

B. Once the Department issues the NTP for the Project, the Agency shall be obligated to submit an invoice or other request for reimbursement to the Department no less than once every 90 days (quarterly), beginning from the day the NTP is issued. If the Agency fails to submit quarterly invoices to the Department, and in the event the failure to timely submit invoices to the Department results in the "FHWA" removing any unbilled funding or the loss of State appropriation authority (which may include the loss of state and federal funds, if there are state funds programmed to the Project), then the Agency will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Agency waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of State appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Agency for future LAP Projects. No cost may be incurred under this Agreement until after the Agency has received a written NTP from the Department. The Agency agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Agency is not able to meet the scheduled advertisement, the District LAP Administrator should be notified as soon as possible.

C. If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Agency, and the Project is off the state highway system, then the Department will have to request repayment for the previously billed amounts from the Agency. No state funds can be used on off-system projects, unless authorized pursuant to Exhibit "G", State Funds Addendum, which will be attached to and incorporated in this Agreement in the event state funds are used on the Project.

D. In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is required under applicable law to enable the Agency to enter into this Agreement or to undertake the Project or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters.

E. The Agency shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Agency to provide the necessary funds for completion of the Project.

F. The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and FHWA may require. The Agency shall use the Department's Local Agency Program Information Tool and applicable information systems as required.

G. Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and State laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by FHWA to the Department to proceed with the Project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists. Federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total. For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Agency shall promptly reimburse the Department for all such amounts within 90 days of written notice.

H. For any project requiring additional right-of-way, the Agency must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be

prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

8. Audit Reports: The administration of resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of federal awards or limit the authority of any State agency inspector general, the State of Florida Auditor General or any other State official. The Agency shall comply with all audit and audit reporting requirements as specified below.

A. In addition to reviews of audits conducted in accordance with OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO) or State of Florida Auditor General.

B. The Agency, a non-federal entity as defined by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as defined by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, as a subrecipient of a federal award awarded by the Department through this Agreement is subject to the following requirements:

i. In the event the Agency expends a total amount of federal awards equal to or in excess of the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, the Agency must have a federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014. **Exhibit "1", Federal Financial Assistance (Single Audit Act)** to this Agreement provides the required federal award identification information needed by the Agency to further comply with the requirements of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and the requirements of 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014. In determining federal awards expended in a fiscal year, the Agency must consider all sources of federal awards based on when the activity related to the federal award occurs, including the federal award provided through the Department by this Agreement. The determination of amounts of federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014. An audit conducted by the State of Florida Auditor General in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, will meet the requirements of this part.

ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as provided in 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014.

iii. In the event the Agency expends less than the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, in federal awards, the Agency is exempt from federal audit requirements for that fiscal year. However, the

Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, in federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, the cost of the audit must be paid from non-federal resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than federal entities).

iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at https://harvester.census.gov/facweb/ the audit reporting package as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014.

v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the federal award;
4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the federal awarding agency);
5. Withhold further federal awards for the Project or program;
6. Take other remedies that may be legally available.

vi. As a condition of receiving this federal award, the Agency shall permit the Department, or its designee, the CFO or State of Florida Auditor General access to Agency's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

C. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, the CFO or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department, or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

9. Termination or Suspension of Project: The Department may, by written notice to the Agency, suspend any or all of the Agency's obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected or the Department may terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.

A. If the Department determines that the performance of the Agency is not satisfactory, the Department shall notify the Agency of the deficiency in writing with a requirement that the deficiency be corrected within thirty (30) days of such notice. Such notice shall provide reasonable specificity to the Agency of the deficiency that requires correction. If the deficiency is not corrected within such time period, the Department may either (1) immediately terminate the Agreement as set forth in paragraph 9.B. below, or (2) take whatever action is deemed appropriate by the Department to correct the deficiency. In the event the Department chooses to take action and not terminate the Agreement, the Agency shall, upon demand, promptly reimburse the Department for any and all costs and expenses incurred by the Department in correcting the deficiency.

B. If the Department terminates the Agreement, the Department shall notify the Agency of such termination in writing, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

C. If the Agreement is terminated before the Project is completed, the Agency shall be paid only for the percentage of the Project satisfactorily performed for which costs can be substantiated. Such payment, however, shall not exceed the equivalent percentage of the contract price. All work in progress on Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.

D. The Department reserves the right to unilaterally cancel this Agreement for refusal by the Agency or any contractor, sub-contractor or materials vendor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement unless the records are exempt.

E. Upon receipt of any final termination or suspension notice under this paragraph 9., the Agency shall proceed promptly to carry out the actions required in such notice, which may include any or all of the following: (a) necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to a minimum the costs upon the basis of which the financing is to be computed; or (b) furnish a statement of the Project activities and contracts and other undertakings the cost of which are otherwise includable as Project costs. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and cost as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and estimate within a reasonable time. The closing out of federal financial participation in the Project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

10. Contracts of the Agency:

A. Except as otherwise authorized in writing by the Department, the Agency shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.

B. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the discretion of the Department, the Agency will involve the Department in the consultant selection process for all projects funded under this Agreement. In all cases, the Agency shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.

C. The Agency shall comply with, and require its consultants and contractors to comply with applicable federal law pertaining to the use of Federal-aid funds. The Agency shall comply with the provisions in the FHWA-1273 form as set forth in Exhibit "C", FHWA 1273 attached to and incorporated in this Agreement. The Agency shall include FHWA-1273 in all contracts with consultants and contractors performing work on the Project.

11. Disadvantaged Business Enterprise (DBE) Policy and Obligation: It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Agency and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

12. Compliance with Conditions and Laws: The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that the Agency is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, and 2 C.F.R. Part 200 when applicable.

13. Performance Evaluations: Agencies are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Agency's person in responsible charge or designee as part of the Project closeout process. The Department provides the evaluation to the Agency no more than 30 days after final acceptance.

A. Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Agency failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Agency developed the Project in accordance with applicable federal and state regulations, standards and procedures, with minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Agency developed the Project in accordance with applicable federal and state regulations, standards and procedures, without District involvement/oversight.

B. The District will determine which functions can be further delegated to Agencies that continuously earn Satisfactory and Above Satisfactory evaluations.

14. Restrictions, Prohibitions, Controls, and Labor Provisions: During the performance of this Agreement, the Agency agrees as follows, and agrees to require its contractors and subcontractors to include in each subcontract the following provisions:

A. The Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto. The Agency shall include the attached Exhibit "E", Title VI Assurances in all contracts with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

B. The Agency will comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder, and assurance by the Agency pursuant thereto.

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

D. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide 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.

E. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

F. Neither the Agency nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Agency or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Agency, the Agency, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Agency or the locality relating to such contract, subcontract or arrangement. The Agency shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Agency or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Agency and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

G. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

15. Indemnification and Insurance:

A. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors, or consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor shall indemnify and hold harmless the Agency, the State of Florida, Department of Transportation, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor and persons employed or utilized by the contractor in the performance of this Contract."

This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Agency's sovereign immunity."

B. The Agency shall, or cause its contractor or consultant to carry and keep in force, during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least $200,000 per person and $300,000 each occurrence, and property damage insurance of at least $200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Agency shall also, or cause its contractor or consultant to carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Agency shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

16. Miscellaneous Provisions:

A. The Agency will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Agency will be responsible for securing any applicable permits. The Agency shall include in all contracts and subcontracts for amounts in excess of $150,000, a provision requiring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

B. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.

C. In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

D. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

E. By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

F. Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

G. In the event that this Agreement involves constructing and equipping of facilities, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Agency a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.

H. Upon completion of right-of-way activities on the Project, the Agency must certify compliance with all applicable federal and state requirements. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.

I. The Agency will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Agency's facility, adequate title is in the Agency's name, and the Project is accepted by the Agency as suitable for the intended purpose.

J. The Agency agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any 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. If any funds other than federally-appropriated funds have been paid by the Agency 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 Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Agency shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

K. The Agency may not permit the Engineer of Record to perform Construction, Engineering and Inspection services on the Project.

L. The Agency agrees to maintain any project not on the State Highway System constructed under this Agreement. If the Agency constructs any improvement on Department right-of-way, the Agency ☒ will ☐ will not maintain the improvements made for their useful life.

M. The Agency shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Agency and FHWA requires reimbursement of the funds, the Agency will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.

N. The Agency:

i. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Agency during the term of the contract; and

ii. shall expressly require any contractor and subcontractors performing work or providing services pursuant to the state 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.

O. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

P. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

Q. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.

R. Exhibits

i. Exhibit "A", Project Description and Responsibilities, is attached and incorporated into this Agreement.

ii. Exhibit "B", Schedule of Funding, is attached and incorporated into this Agreement.

iii. ☐ If this Project includes Phase 58 (construction) activities, then Exhibit "C", FHWA FORM 1273, is attached and incorporated into this Agreement.

iv. ☐ An Alternative Pay Method is used on this Project. If an alternative Pay Method is used on this Project, then Exhibit "D", Alternative Pay Method, is attached and incorporated into this Agreement.

v. Exhibit "E", Title VI Assurances is attached and incorporated into this Agreement.

vi. Exhibit "F", the Agency Resolution authorizing entry into this Agreement, is attached and incorporated into this Agreement.

vii. ☐ State Funds are used on this Project. If State Funds are used on this Project, then Exhibit "G", State Funds Addendum, is attached and incorporated into this Agreement.

viii. ☐ This Project is located off the State Highway System and includes funding for landscaping. If this Project is located off the State Highway System and includes funding for landscaping, then Exhibit "L"is attached and incorporated into this Agreement.

ix. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then Exhibit "R" is attached and incorporated into this Agreement.

x. ☐ This Project includes funding for a roadway lighting system. If the Project includes funding for roadway lighting system, Exhibit "RL" is attached and incorporated into this Agreement.

xi. ☐ This Project includes funding for traffic signals and/or traffic signal systems. If this Project includes funding for traffic signals and/or traffic signals systems, Exhibit "T" is attached and incorporated into this Agreement.

xii. Exhibit "1", Federal Financial Assistance (Single Audit Act) is attached and incorporated into this Agreement.

xiii. ☐ State Funds are used on this Project. If State Funds are used on this Project, then Exhibit "2", State Financial Assistance (Florida Single Audit Act), is attached and incorporated into this Agreement.

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written above.

AGENCY BREVARD COUNTY

By: _____
Name: Kristine Isnardi
Title: Chair
As approved by the Board on March 6, 2018

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____
Name: Loreen C. Bobo, P.E.
Title: Director of Transportation Development

Attest:

_____
Scott Ellis, Clerk

Legal Review:

_____

Reviewed for legal form and content:

Jad Brewer
_____
Assistant County Attorney

EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 441449-1-38-01

This exhibit forms an integral part of the Local Agency Program Agreement between the State of Florida, Department of Transportation and

BREVARD COUNTY, 2725 Judge Fran Jamieson Way, Suite A201, Viera, FL 32940.

PROJECT LOCATION:

☐ The project is on the National Highway System.

☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: See Project Description

PROJECT DESCRIPTION:
This project involves the design of an 8-foot wide sidewalk on the west side of John Rodes Boulevard from SR 518 (West Eau Gallie Boulevard) to Aurora Road, a total distance of approximately 4,400 feet; however, approximately 1,240 feet is existing 5-foot sidewalk that will be widened to 8-feet, and 100 feet is existing 5-foot sidewalk over the drainage canal that is to remain. The design will also include reconstruction of curb ramps with detectable warning surfaces, relocating signs, updating existing pedestrian crosswalks, striping new pedestrian crosswalks, restriping stop bars, reconstructing curb and gutter, selective clearing and grubbing of existing trees, removal and reconstruction of guardrail at the southwest quadrant of Aurora Road, reconstruction of existing driveways, and construction of a bus transit stop. Drainage modifications will include regrading the front slope of existing roadside ditches. If capacity of the roadside ditches is reduced, permitting will be required.

Sidewalk will be designed as 6 inches thick, 3,000 psi for the majority of the project; however, at the connection to local streets or commercial driveways, sidewalk will be designed as 12 inches thick for a minimum of 3 feet back from the edge of streets. The County will only be reimbursed for the basic cover 4-inch thick, 2,500 psi concrete sidewalk and for the 6-inch thick sidewalk in areas of anticipated vehicle load. All sidewalks and crosswalks shall adhere to current ADA standards.

A contamination assessment will be necessary if there are impacts to an existing contamination site located in the northwest quadrant of John Rodes Boulevard and Eau Gallie Boulevard. Permitting is not anticipated; however, a permit exemption letter will be required. A general wildlife survey is required. Utility coordination is required. No additional right-of-way is anticipated.

SPECIAL CONSIDERATIONS BY AGENCY:

The audit report(s) required in the Agreement shall include a Schedule of Project Assistance that will reflect the Department's contract number, the Financial Project Number (FPN), the Federal Authorization Number (FAN), where applicable, the amount of state funding action (receipt and disbursement of funds), any federal or local funding action, and the funding action from any other source with respect to the project.

The Agency is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

If and when real property rights are to be acquired for a transportation facility, a scaled drawing must be prepared to clearly show the right-of-way to be acquired. It must show sufficient technical data, including land ties, to permit the preparation of legal descriptions for use in acquisition documents, and serve as an aid in appraisal and acquisition. It is

EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

supported by a Control Survey Map (certified survey) and does not purport to be a survey. This map provides the certified survey support for the preparation of right-of-way related maps and is a depiction of the right-of-way survey field work performed for a specific transportation project.

Invoices and progress reports shall be submitted on a quarterly basis to:

D5-Local Programs
D5-LocalPrograms@dot.state.fl.us
719 South Woodland Boulevard, MS 4-520
DeLand, Florida 32720

The Agency shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

a) Study to be completed by N/A.
b) Design to be completed by March 31, 2020.
c) Right-of-Way requirements identified and provided to the Department by N/A.
d) Right-of-Way to be certified by N/A.
e) Construction contract to be let by N/A.
f) Construction to be completed by N/A.

If this schedule cannot be met, the Agency will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of federal funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:
In addition to the Agency's eligible contract award amount of $167,606.00, the Space Coast TPO has authorized an amount of $3,272.00 for potential participation in reimbursement of eligible additional costs directly associated with design contract modifications. The Department and FHWA solely reserve the right to determine the extent of Federal Aid participation of all additional costs submitted by the Agency for reimbursement. The Agency acknowledges: (1) Full responsibility for payment of all additional costs directly associated with design contract modifications in advance; and, (2) that the Department and FHWA are under no obligation to participate in said additional costs if they determine that said costs are not associated with eligible design contract modifications. The Agency further agrees that the total funding, as may be supplemented in accordance with the terms and limitations of this paragraph, will constitute the maximum limiting amount eligible for reimbursement and no additional funding will be available for this project.

All change orders added to the Agency's contract will require review and approval by the Department. If an Agency authorizes or performs a change of work prior to receiving concurrence from the District LAP Administrator (or delegate) the change will not be eligible for reimbursement.

Invoice payments will be made on a pro-rata basis as a percentage of the federal funding amount compared to the actual award amount.

Post design services will not be reimbursed.

EXHIBIT "B"

SCHEDULE OF FUNDING

AGENCY NAME & BILLING ADDRESS BREVARD COUNTY 2725 Judge Fran Jamieson Way, Suite A201 Viera, FL 32940	FPN: 441449-1-38-01

TYPE OF WORK By Fiscal Year	FUNDING (1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	(4) FEDERAL FUNDS
Planning-18 FY:				
FY:				
FY:				
Total Planning Cost				
Project Development & Environment (PD&E) - 28 FY:				
FY:				
FY:				
Total PD&E Cost				
Design - 38 FY: 2018-2019	$170,878.00	$0.00	$0.00	$170,878.00
FY:				
FY:				
Total Design Cost	$170,878.00	$0.00	$0.00	$170,878.00
Right-of-Way - 48 FY:				
FY:				
FY:				
Total Right-of-Way Cost				
Construction-58 FY:				
FY:				
FY:				
FY:				
Total Construction Cost				
Construction Engineering and Inspection (CEI) - 68 FY:				
FY:				
FY:				
Total CEI Cost				
Operations – 88 FY:				
FY:				
FY:				
Total Operations Costs				
TOTAL COST OF THE PROJECT	$170,878.00	$0.00	$0.00	$170,878.00

The Department's fiscal year begins on July 1. For this project, funds are not projected to be available until after the 1st of July of each fiscal year. The Department will notify the Agency, in writing, when funds are available.

Exhibit "E"
TITLE VI ASSURANCES

During the performance of this contract, the consultant or contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as the "contractor") agrees as follows:

(1.) **Compliance with REGULATIONS:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") ***Title 49, Code of Federal Regulations, Part 21,*** as they may be amended from time to time, (hereinafter referred to as the ***REGULATIONS),*** which are herein incorporated by reference and made a part of this 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 Sub-contractors, 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 sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor 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,*** orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the *Florida Department of Transportation,* 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, and/or

b. cancellation, termination or suspension of the contract, in whole or in part.

(6.) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (7) in every sub-contract, 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 sub-contract 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 sub-contractor or supplier as a result of such direction, the contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation,* and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(7.) **Compliance with Nondiscrimination Statutes and Authorities**: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

EXHIBIT "F"

AGENCY RESOLUTION

The agency Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

RESOLUTION NO. 2018-025a

A RESOLUTION AUTHORIZING THE EXECUTION OF LOCAL AGENCY PROGRAM AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE JOHN RODES SIDEWALK, EAU GALLIE BOULEVARD TO AURORA ROAD

WHEREAS, the State of Florida Department of Transportation (FDOT) and Brevard County desire to facilitate the design of the John Rodes Sidewalk from Eau Gallie Boulevard to Aurora Road and,

WHEREAS, the State of Florida Department of Transportation (FDOT) has requested Brevard County to execute and deliver to the State of Florida Department of Transportation (FDOT) the Local Agency Program (LAP) Agreement for the aforementioned project, FPN 441449-1-38-01.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Brevard County, Florida, that Kristine Isnardi, Chair, of the Board of County Commissioners, is hereby authorized to make, execute, and deliver to the State of Florida Department of Transportation (FDOT) the Local Agency Program (LAP) Agreement for the aforementioned project, FPN 441449-1-38-01.

DONE AND RESOLVED this 6 day of March, 2018.

ATTEST:

Scott Ellis, Clerk

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

Kristine Isnardi, Chair

As approved by the Board on March 6, 2018

EXHIBIT 1

FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

CFDA No.:	20.205
CFDA Title:	Highway Planning and Construction Federal-Aid Highway Program, Federal Lands Highway Program
CFDA Program Site:	https://www.cfda.gov/
Award Amount:	**$170,878.00**
Awarding Agency:	Florida Department of Transportation
Award is for R&D:	No
Indirect Cost Rate:	N/A

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards
http://www.ecfr.gov/

OMB Circular A-133, *Audits of States, Local Governments and Non-Profit Organizations*
http://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133_revised_2007.pdf

OMB Circular A-133 Compliance Supplement 2014
http://www.whitehouse.gov/omb/circulars/a133_compliance_supplement_2014

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:

OMB Circular A-87 (Revised), *Cost Principles for State, Local and Indian Tribal Governments*
http://www.whitehouse.gov/omb/circulars_a087_2004/

OMB Circular A-102, *Grants and Cooperative Agreements with State and Local Governments*
http://www.whitehouse.gov/omb/circulars_a102/

Title 23 – Highways, United States Code
http://uscode.house.gov/browse/prelim@title23&edition=prelim

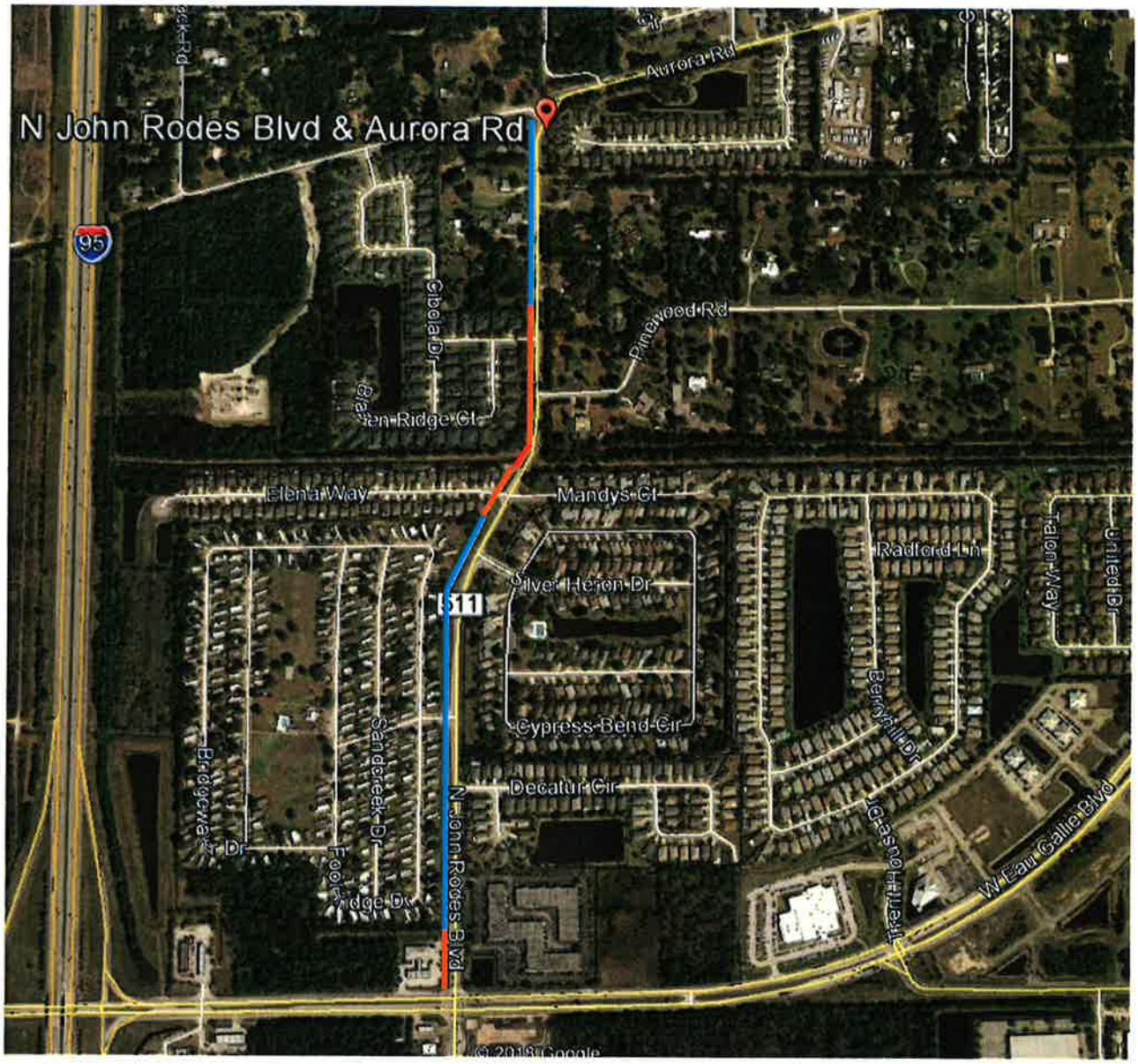
Title 49 – Transportation, United States Code
http://uscode.house.gov/browse/prelim@title49&edition=prelim

Map-21 – Moving Ahead for Progress in the 21st Century, Public Law 112-141
http://www.gpo.gov/fdsys/pkg/PLAW-112publ141/pdf/PLAW-112publ141.pdf

Federal Highway Administration – Florida Division
http://www.fhwa.dot.gov/fldiv/

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)
https://www.fsrs.gov/

John Rodes Boulevard Sidewalk
Project Map



Existing 5-ft wide sidewalk to be widened to 8-ft wide

Construction of new 8-ft wide sidewalk

Existing 5-ft wide sidewalk to remain

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

BOARD OF COUNTY COMMISSIONERS

Inter-Office Memo

TO: Clerk to the Board

TO: Commissioner Rita Pritchett, Chair

THRU: Frank Abbate, County Manager

THRU: John P. Denninghoff, Assistant County Manager

THRU: Marc Bernath, Public Works Director

Bernath, Marc Digitally signed by Bernath, Marc DN: cn=Bernath, Marc, email=Marc.Bernath@brevardfl.gov Date: 2021.06.16 08:40:27 -04'00'

FROM: Tammy Thomas-Wood, Support Services Manager

Thomas-Wood, Tammy Digitally signed by Thomas-Wood, Tammy DN: cn=Thomas-Wood, Tammy, email=Tammy.Thomas-Wood@brevardfl.gov Date: 2021.06.16 08:47:56 -04'00'

RE: Contract Execution for Specifications and Contract Documents – John Rodes Blvd Sidewalk

DATE: June 16, 2021

On March 6, 2018, the Board of County Commissioners authorized the Chair to execute all necessary documents, agreements and resolutions related to this project, John Rodes Blvd Sidewalk, contingent upon review and approval by the County Attorney and Risk Management. Since that time, the design and bidding phases have been completed. On April 9, 2021, the County awarded the contract to Timothy Rose Contracting, Inc. for the construction of the John Rodes Blvd Sidewalk (Eau Gallie Blvd to Aurora Rd) in the amount of $373,605.88. The Local Agency Program Agreement with the Florida Department of Transportation (FDOT) will provide federal funding towards eligible construction costs up to $347,982.00. The County is responsible for other costs not reimbursed by the grant, and funding is budgeted in the Transportation Reimbursement Fund 1168.

Due to file size, the compiled Specifications and Contract Documents can't be attached, but are available via ShareFile: https://brevardcounty.sharefile.com/d-c40797f3a4d44aff9bc4b58740bc59e7. Staff will deliver the the compiled Specifications and Contract Documents to the Chair and Clerk for execution. Staff is respectfully requesting the Chair to **sign and date** the Contract, Section 5 of the Specifications and Contract Documents, in three counterparts. The Clerk will attest the Chair's signature.

Clerk to the Board Instructions: Upon action by the Clerk, please contact Jeanette Scott at 321-617-7202 or by email at jeanette.scott@brevardfl.gov for return of the 2 original Contract, Section 5 counterparts to the Public Works Department. The Clerk may retain one original for their records.

Please feel free to contact our office if you have any questions or concerns.

Encl: Contract, Section 5 (3 counterparts)
Contract Review and Approval Form
Notice of Award 4/9/2021
Clerk's Memorandum Board Approval 3/6/2018

BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS

CONTRACT REVIEW AND APPROVAL FORM

SECTION I - GENERAL INFORMATION

1. Contractor: Timothy Rose Contracting, Inc.	**2. Amount:** $373,605.88
3. Fund/Account #: Grant 1700	**4. Department Name:** Public Works
5. Contract Description: Specifications and Contract Documents John Rodes Blvd Sidewalk	
6. Contract Monitor: Jeanette Scott	**8. Contract Type:** CONSTRUCTION
7. Dept/Office Director: Marc Bernath	
9. Type of Procurement: Invitation to Bid (ITB)	

SECTION II - REVIEW AND APPROVAL TO ADVERTISE

COUNTY OFFICE	APPROVAL YES	APPROVAL NO	SIGNATURE
User Agency	☐	☐	
Purchasing	☐	☐	
Risk Management	☐	☐	
County Attorney	☐	☐	

SECTION III - REVIEW AND APPROVAL TO EXECUTE

COUNTY OFFICE	APPROVAL YES	APPROVAL NO	SIGNATURE
User Agency	☐	☐	
Purchasing	✓	☐	Darling, Steven — Digitally signed by Darling, Steven Date: 2021.05.17 12:14:31 -04'00'
Risk Management	✓	☐	Lairsey, Matt — Digitally signed by Lairsey, Matt Date: 2021.05.13 12:26:08 -04'00'
County Attorney	✓	☐	Esseesse, Alexander — Digitally signed by Esseesse, Alexander Date: 2021.05.10 15:03:11 -04'00'

SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

CM DATABASE REQUIRED FIELDS	Complete ✓
Department Information	☐
Department	☐
Program	☐
Contact Name	☐
Cost Center, Fund, and G/L Account	☐
Vendor Information (SAP Vendor #)	☐
Contract Status, Title, Type, and Amount	☐
Storage Location (SAP)	☐
Contract Approval Date, Effective Date, and Expiration Date	☐
Contract Absolute End Date (No Additional Renewals/Extensions)	☐
Material Group	☐
Contract Documents Uploaded in CM database (Contract Form with County Attorney/ Risk Management/ Purchasing Approval; Signed/Executed Contract)	☐
"Right To Audit" Clause Included in Contract	☐
Monitored items: Uploaded to database (Insurance, Bonds, etc.)	☐

BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS

CONTRACT REVIEW AND APPROVAL FORM

SECTION I - GENERAL INFORMATION

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9. Type of Procurement: Invitation to Bid (ITB)	

SECTION II - REVIEW AND APPROVAL TO ADVERTISE

COUNTY OFFICE	APPROVAL YES	APPROVAL NO	SIGNATURE
User Agency	☐	☐	
Purchasing	☐	☐	
Risk Management	☐	☐	
County Attorney	☐	☐	

SECTION III - REVIEW AND APPROVAL TO EXECUTE

COUNTY OFFICE	APPROVAL YES	APPROVAL NO	SIGNATURE
User Agency	☑	☐	Thomas-Wood, Tammy
Purchasing	☐	☐	
Risk Management	☐	☐	
County Attorney	☑	☐	Esseesse, Alexander Digitally signed by Esseesse, Alexander Date: 2021.05.10 15:03:11 -04'00'

SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

CM DATABASE REQUIRED FIELDS	Complete ✓
Department Information	☐
Department	☐
Program	☐
Contact Name	☐
Cost Center, Fund, and G/L Account	☐
Vendor Information (SAP Vendor #)	☐
Contract Status, Title, Type, and Amount	☐
Storage Location (SAP)	☐
Contract Approval Date, Effective Date, and Expiration Date	☐
Contract Absolute End Date (No Additional Renewals/Extensions)	☐
Material Group	☐
Contract Documents Uploaded in CM database (Contract Form with County Attorney/ Risk Management/ Purchasing Approval; Signed/Executed Contract)	☐
"Right To Audit" Clause Included in Contract	☐
Monitored items: Uploaded to database (Insurance, Bonds, etc.)	☐

Brevard COUNTY
Purchasing Services

Purchasing Services
2725 Judge Fran Jamieson Way
Building C, Room 303
Viera, Florida 32940

NOTICE OF AWARD
DATE: April 9, 2021
B-5-21-20 / John Rodes Blvd Sidewalk

PROCUREMENT ANALYST: Heather K. Beaudry

VENDOR	VENDOR CITY AND STATE	MEETS MINIMUM REQUIREMENTS	ITEMS AWARDED	AWARD AMOUNT
Timothy Rose Contracting	**Vero Beach, FL**	**Yes**	**All**	**$373,605.88**
Heavy Civil, Inc	Pompano Beach, FL	Yes	None	$399,943.73
DP Development, LLC	Cocoa, FL	Yes	None	$474,197.56
Cathcart Construction Company – Florida, LLC	Oviedo, FL	Yes	None	$474,971.34
Gregori Construction, Inc	Titusville, FL	Yes	None	$528,365.98
JoBear Contracting, Inc	Palm Bay, FL	Non-responsive		
MVH Construction	Tampa, FL	Statement of No Bid		
Craneworks, Inc	Orlando, FL	Statement of No Bid		
Driveways, Inc	Titusville, FL	Statement of No Bid		

☐ BOARD AWARD--AGENDA ATTACHED
☒ APPROVED AWARD (NON-BOARD AGENDA): _____
(Per Sections III.E. & III.I. & J., BCC-25, PROCUREMENT) Steven A. Darling Jr., Central Services Director

☒ Award to overall lowest, most responsive bidder, minimum three responses received.
☐ Award to other than low, with low bid being non-responsive.
☐ Award to low bid, less than three responses received.

AWARDED BY A COMMITTEE CONSISTING OF: Marc Bernath - Public Works Director; Corrina Gumm – Public Works Traffic Operations Manager; Rachel Gerena – Engineering Manager

FOR PURCHASING USE ONLY:
☒ ONE-TIME PURCHASE
☐ ANNUAL BID:
EFFECTIVE DATE: ENDING DATE:
RENEWAL OPTION ☐ One year ☐ Other (fill in)

☐ Prompt Payment Discount Offered ☐ Yes_____ (Terms) ☒NO
☐ Performance and payment bonds received with construction contract documents.
☐ Release Cashier's or Certified Check Received for Bid Deposit on Bids

SPECIAL INSTRUCTIONS TO AWARDED VENDOR:
☒ Please provide certificate of insurance.
☒ Please provide W-9.
☒ Please provide performance and payment bonds as required.
☐ OTHER:

BREVARD County
BOARD OF COUNTY COMMISSIONERS

FLORIDA'S SPACE COAST

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

March 7, 2018

MEMORANDUM

TO: Andrew Holmes, Public Works Director Attn: Tammy Thomas

RE: Item II.A.4., Permission to Solicit Request for Qualifications (RFQ) for Design Engineering Services; and Approve and Authorize the Chair to Execute the Resolution and Local Agency Program (LAP) Agreement with Florida Department of Transportation (FDOT) for John Rodes Boulevard Sidewalk

The Board of County Commissioners, in regular session on March 6, 2018, authorized the advertisement and award of the RFQ for the engineering design of the John Rodes Boulevard Sidewalk; authorized the Chair to execute the RFQ contract and the forthcoming FDOT LAP Agreement and Resolution; authorized the Chair to execute all necessary documents, agreements, and resolutions related to this project contingent upon review and approval by the County Attorney and Risk Management; and approved any Budget Change Requests associated with this action.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe

Tammy Rowe, Deputy Clerk

cc: Central Services Director
Finance
Budget

BREVARD COUNTY
PUBLIC WORKS DEPARTMENT

Specifications and Contract Documents

John Rodes Blvd. Sidewalk
(Eau Gallie Blvd to Aurora Road)

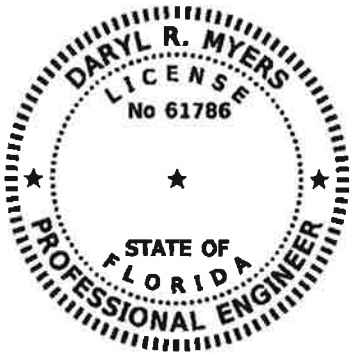
Financial Project No. 441449-1-58-01
Federal No. (FAIN) D518048B

Bid No. B-5-21-20

The engineering material and data contained in the Contract Documents for the John Rodes Blvd. Sidewalk (Eau Gallie Blvd. to Aurora Road) were prepared under the responsible charge of the undersigned, whose seal as registered professional engineer is affixed below. This item has been digitally signed and sealed by Daryl R. Myers on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Daryl R Myers Digitally signed by Daryl R Myers
Date: 2020.11.12 14:59:39 -05'00'

Daryl Myers, P.E. License No. 61786
Hanson Professional Services Inc.



BID CHECKLIST
Bid No. B-5-21-20

The items listed below are required for submission with the 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 designated for the receipt of Bids will not be considered.

1 Original, 1 Copy and Electronic Copy (PDF) on CD or USB Flash Drive of the Bid, including the Bid Form in Excel format (paper and electronic copy)

Bid Bond (Five Percent of Bid) on Form included in the Specifications and Contract Documents

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

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

Copies of Certificates for Competent Person, Confined Space Entry Supervisor and Temporary Traffic Control Advanced Certification for the Worksite Traffic Supervisor

The contractor must be State of Florida Department of Transportation (F.D.O.T.) pre-qualified in Drainage and Sidewalk. Provide current copy of F.D.O.T. certification stating classes of work

LAP (Local Agency Program) Certification of Current Capacity F.D.O.T. Form 525-010-46

Non-Collusion Declaration of Compliance F.D.O.T. Form 575-060-13

Trench Safety Act Compliance

Suspension and Debarment F.D.O.T. Form 375-030-32

Contractor Affidavit Regarding Scrutinized Company List

Drug-Free Workplace Certification

Lobbying Certification F.D.O.T. Form 375-030-33 and 375-030-34

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SECTION 1
ADVERTISEMENT FOR BIDS

Separate sealed Bids will be received by Brevard County, Florida, until 2:00 p.m. on December 17, 2020, in Purchasing Services, Government Center, 2725 Judge Fran Jamieson Way, Building C, Third Floor, Suite 303, Viera, FL 32940, as follows: John Rodes Blvd. Sidewalk (Eau Gallie Blvd. to Aurora Road).

The proposed project is located in Melbourne, Florida from Eau Gallie Blvd. to Aurora Road. The project will consist of an 8-foot wide concrete sidewalk along the west side of John Rodes Blvd. and related improvements to drainage. The project length is 4313 linear feet.

Major classes of work include: Drainage; Grading; Grassing, Seeding and Sodding; Guardrail; Pavement Marking; Roadway Signing; Sidewalk; Curbs; Driveways; and Handrails. The Contractor must be Florida Department of Transportation (F.D.O.T.) pre-qualified in Drainage and Sidewalk.

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

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 Purchasing Services, 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 as follows:

Sealed Bid
Bid No.: B-5-21-20
For: John Rodes Blvd. Sidewalk
Opening Date: December 17, 2020
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, United Parcel Service, United States Postal Service, etc.) that they are properly instructed to deliver your Bid only to Purchasing Services on the third floor at the above address. Vendors are advised that United States Postal Service 1st Class and Express mail is delivered to a P.O. Box and is not delivered to Purchasing Services. Delivery via third party carrier is at the bidder'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 Bid forms provided in Section 3 of the Contract Documents for the project. One original and four copies

of all materials must be submitted with the Bid including the following:

A Bid Bond of five percent of the Bid - Bidder must utilize the form provided in Section 4 of these Contract Documents. Failure to use the form provided shall result in disqualification.

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.

Names and copies of certificates for the contractor's personnel who have completed training and are certified as a Competent Person, Confined Space Entry Supervisor and a Temporary Traffic Control (T.T.C.) Advanced Certification for the Worksite Traffic Supervisor, as defined in Section 7, Article 11.3 of the Specification and Contract Documents. These certificates/qualifications must be included in the Bid.

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

The contractor must be State of Florida Department of Transportation (F.D.O.T.) pre-qualified in Drainage and Sidewalk at the time the bids are opened. Provide current copy of F.D.O.T. certification stating classes of work with the Bid in order to be considered. F.D.O.T. pre-qualification must not be subject to suspension at the time Bids are opened.

Certification of LAP (Local Agency Program) Certification of Current Capacity F.D.O.T. Form 525-010-46

Letter of Trench Safety Act Compliance Form

Non-Collusion Declaration of Compliance F.D.O.T. Form 575-060-13

Suspension and Debarment F.D.O.T. Form 375-030-32

Contractor Affidavit Regarding Scrutinized Company List

Drug-Free Workplace Certification

Lobbying Certification F.D.O.T. Form 375-030-33 and 375-030-34

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

For projects that are $100,000 or more, a Public Construction Bond (Payment and Performance) 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 year after Final Acceptance. Said bond must be submitted on the form included in the Contract Documents; no other forms will be accepted. Upon execution of the contract, the contractor will be required to record the bond per Chapter 255 of the Florida Statutes (see Section 5, Article 13 of the Contract Documents). Projects

less than $100,000 shall not require a Public Construction Bond (Payment and Performance), but shall be subject to the provisions in Section 2, Article 21 and Section 7, Article 27, of the Contract Documents.

Certificates of Insurance as required in Section 5, Article 6, of the Contract Documents.

For Bids in excess of $50,000, within five business days from Notice of Apparent Lowest Bidder, certain information shall be submitted to the Owner for the purpose of pre-qualification under County guidelines. A summary of this information is available for review in Section 3 of the 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.

The Owner 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 (N.P.D.E.S.) 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 Purchasing Liaison) shall not be contacted about this Invitation to Bid. Public meetings are the only acceptable forums for the discussion of merits of products/services requested by the Invitation for Bid. Written correspondence may be submitted to Purchasing Services. The Purchasing Liaison for this project is Heather Beaudry, Purchasing Services, 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 heather.beaudry@brevardfl.gov. Failure

to adhere to these requirements could result in Board action to disqualify your firm from consideration of award.

The last day for bidding questions will be on December 10, 2020 by 5:00 P.M.

Bids may be held by the Owner for a period not to exceed ninety 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 contractor 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 contractor.

By Order of the Board of County Commissioners Brevard County, Florida
Bryan Lober, Chair

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

SECTION 2
BID INSTRUCTIONS

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 or Addenda: A written explanation, interpretation, modification, correction, addition, deletion, or modification, affecting the Contract Documents, including Drawings and Specifications issued by the Owner and distributed to prospective contractors 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, Bid Instructions, Special Conditions, Supplemental Specifications, and General Conditions.

1.4 Bid: The written offer submitted by the Bidder for the work pursuant to the Drawings, Plans, and Contract Documents on the prescribed Bid form, properly signed and guaranteed by the Bidder.

1.5 Bidder: An individual, firm or corporation submitting a Bid for the work contemplated, acting directly or through a duly authorized representative.

1.6 Bid Security or Bid Bond: The security designated in the Bid to be furnished by the Bidder as guarantee that the Bidder will enter into the Contract for the work if the Bidder's Bid is accepted.

1.7 Calendar Day: Any day, including Saturdays, Sundays and holidays, and regardless of the weather conditions.

1.8 Change Order: A written change to the Contract Documents approved by the Owner added to or deleted from the Contract value or scope of work for the project. A Change Order is a signed amendment to the Contract Documents for any of the following:

1. A change in the Scope of Work;
2. The amount of the adjustment in the contract sum, if any; and
3. The extension or the adjustment in the contract time, if any.

1.9 Commission: The Board of County Commissioners of Brevard County, Florida.

1.10 Contract Documents: The Contract Documents, sometimes referred to

as the "Drawings and Specifications" and/or "Contract", shall mean and include by incorporation of reference all of the following:

(a) Advertisement for Bids;
(b) Bid Instructions;
(c) Bid;
(d) Bid Bond;
(e) Contract;
FHWA Form1273
(f) Public Construction Bond;
(g) General Conditions;
(h) Special Conditions;
(i) Supplemental Specifications;
(j) Addenda;
(k) Drawings;
(l) Certificate of Insurance; and
(m) Change Orders

1.11 Contract Time: The time period in calendar days between the Project Initiation Date(s) specified in a Notice(s) to Proceed and Final Completion of the Work which may be amended by a Change Order.

1.12 Contractor: The firm whose Bid 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 Project in compliance with the Contract Documents and in good and workmanlike condition.

1.13 Contractor's 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 of components of the permanent structure as part of a redesign or Value Engineering Change Proposal (V.E.C.P.), or for repair designs and details of the permanent work. The Contractor's Engineer may also serve as the Specialty Engineer. Any Corporation or Partnership offering engineering services must hold a Certificate of Authorization from the Florida Department of Business and Professional regulation. Specialty Engineers will not be authorized to perform redesigns or V.E.C.P. designs of items fully detailed in the plans.

1.14 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, which are incorporated by reference as part of the Contract Documents.

1.15 Engineer of Record: Hanson Professional Services Inc. The engineer(s) under whose responsible charge the Contract Drawings, Plans, and Specifications were prepared.

1.16 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.

1.17 Final Completion: The date noticed by the Owner, in its sole discretion, upon which all of the following activities have occurred: conditions and requirements of any and all permits and regulatory agencies have been satisfied; As-Built Survey Drawings delivered to and accepted by the Owner; and the Work defined herein has been fully completed in compliance with the terms and conditions of the Contract Documents.

1.18 Final Acceptance: The date of final payment made by the Owner, in its sole discretion, upon which all conditions and requirements of the Contract Documents by the Contractor have been satisfied.

1.19 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.

1.20 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.

1.21 Notices:

(a) Notice of Award: The official letter from the Owner advising the successful Bidder that their Bid 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 calendar days after date of notice.

(c) Notice of Substantial Completion: The official notice from the Owner to the Contractor of the date the work has been accepted as substantially complete.

1.22 Owner: Brevard County, Florida, Board of County Commissioners, and their designee.

1.23 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".

1.24 Plans: See Definition of Drawings.

1.25 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".

1.26 Pronouns: The masculine pronoun shall include the feminine and neuter and the singular shall include the plural.

1.27 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.

1.28 Public Construction Bond (Payment and Performance): The securities furnished by the Contractor and the Surety as a guaranty that the Contractor will fulfill the terms of the Contract in accordance with the Drawings, Specifications and other Contract Documents. Said bond shall be recorded by the Contractor upon execution of the contract by both parties. All references to Payment and Performance Bonds shall also mean the Public Construction Bond.

1.29 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.

1.30 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.

1.31 Specifications: The Instructions to Bidders, General Conditions, Special Provisions, Technical Specifications and such other documents as set forth in the Contract Documents.

1.32 Standard Specifications: Florida Department of Transportation - "Standard Specifications for Road and Bridge Construction", July 2020 Edition, except when superseded as otherwise noted.

1.33 State: State of Florida.

1.34 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.

1.35 Substantial Completion: The date, as noticed by the Owner, on which the Work, or a portion thereof, is at a level of completion in substantial compliance with the Contract Documents such that all conditions of permits and regulatory agencies have been satisfied, and the Owner can

occupy and/or use it in all respects for its intended purpose. Work tasks may include, but are not limited to as follows:

(a) Sidewalk/pedway with handrails
(b) All lanes open to traffic
(c) All asphalt pavement
(d) Temporary striping in the final location installed (100% as if permanent final striping)
(e) Drainage system
(f) Traffic Signal Installation
(g) All utility work including clearances; and
(h) Any major item on this contract which individually is equal to or more than five percent of the contract (excluding permanent final striping)

1.36 Superintendent: The Contractor's authorized executive representative, in responsible charge of the work at all times.

1.37 Surety: The corporate body which is bound by the Public Construction Bond (Payment and Performance) 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.

1.38 Work: All work activities implied or expressly required to be furnished and/or completed by the Contractor to be in full compliance with the Contract Documents.

1.39 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.

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 utilities or 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. However, the Bidder shall not rely 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, including utility locations, 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 existing 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 Owner 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 Owner 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 an 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 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 any type of potential discrepancies, ambiguities, errors, omissions from the Drawings, Specifications, any Contract Document, or should the Bidder be in doubt as to their meaning, the Bidder shall at once notify the Owner in writing.

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 written inquiry or request by the Bidder for interpretation received seven or more days prior to the date fixed for opening of the 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 issued on myvendorlink.com and demandstar.com not later than five days prior to the established Bid opening date. Each prospective Bidder shall acknowledge receipt of such addenda in the Addenda Acknowledgment 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 and responses thereto are deemed 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 previously submitted 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-28. Additionally, the Contractor who performs the work, must be pre-qualified by the Florida Department of Transportation (F.D.O.T.) in Drainage and Sidewalk. The Bidder shall provide current copy of certification stating classes of work. A list of subcontractors shall be attached to the Bid to include the type and value of work.

7.2 Signature of the Bidder: The Bidder must sign the Bid form 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 bid on behalf of the corporation must be stated and evidence of authority to sign the Bid must be submitted. The Bidder shall state in the Bid 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 Bid form. 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 bid 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 bid 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 Bid forms as furnished, together with a suitable Bid security, herein described. The Bid must be submitted as an original plus four copies and an Electronic Copy PDF on CD or USB Flash Drive.

(b) The above Bid 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 Purchasing Services, Government Center, 2725 Judge Fran Jamieson Way, Building C, Third Floor, Suite 303, Viera, FL 32940, by special delivery, registered mail. Bids 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 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) The Bidder must also submit a current copy of the Florida Department of Transportation (F.D.O.T.) Pre-qualification Certificate stating the areas/classes for which the contractor/subcontractor has been qualified to perform, to coincide with those classes of work needed for the project: Drainage and Sidewalk.

(e) 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 Entry Supervisor and a Temporary Traffic Control (T.T.C.) Advanced Certification for the Worksite Traffic Supervisor at all times during construction, as defined in Section 7, Article 11.3 of the Contract Documents.

(f) 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 Bid: Only one Bid 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 Bid for the work involved, all Bids 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 Bids of all participants in such collusion will be rejected, and no participants in such collusion will be considered in future Bids 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 of the amount of the Bid. Do not modify or re-issue this form. Use the form provided in the Contract Documents only. Failure to use the form provided in the Contract Documents 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 days after the Owner and the accepted Bidder have executed the written Contract and the accepted Bidder has filed acceptable Public Construction Bond (Payment and Performance), and an acceptable Certificate of Insurance. If one-hundred eighty 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 Public Construction 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 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 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 Purchasing Services, 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 Bid will be read aloud at the time of the Bid opening. No details of the Bid 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 Bids are opened and read, the correct summation of the lump sum prices and/or of the products of the estimated quantities shown in the Bid 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 Bids 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 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 responses to solicitations results in identical offers, with regards to Bids from two or more Bidders, 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, priority shall be given to the Bidder 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. PRE-QUALIFICATION OF BIDDER

17.1 Brevard County Code Chapter 2, Article 7 and Board Policy-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 business days to submit the qualification documents with a substituted subcontractor without any change in the original bid amount.

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

(a) Contractor's Qualification Statement - AIA Document A305, most recent Edition.

(b) Most current Financial Statement (less than one 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) The Bid Bond, Suspension and Debarment F.D.O.T. Form 375-030-32, Non-Collusion Declaration of Compliance F.D.O.T. Form 575-060-13 (submitted with the Bid) will be reviewed and verified.

(e) The Vendor Affidavit Regarding Scrutinized Company List (submitted with the Bid) will be verified.

(f) Copy of fully executed E-Verify Memorandum of Understanding

(g) List of subcontractors and suppliers and items of work to be performed by the Contractor's workforce.

(h) 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.

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

17.3 The following subcontractor qualifications may be 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 the Owner.

(b) Subcontractors must provide proof of a minimum of five years' experience in the trade for which they are being contracted, if requested by the Owner

17.4 The apparent low Bidder, after the formal Bid opening, will be required to submit the information above within five 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 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 business days to submit the qualification documents of a substitute subcontractor without any change in the original Bid.

17.5 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.

17.6 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.

18. AWARD OF CONTRACT

18.1 The Owner reserves the right to reject any or all Bids, to waive any informality in any Bid, or to re-advertise for all of the work contemplated.

18.2 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 re-advertised, as the Owner decides.

18.3 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.

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

18.5 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.

18.6 The Owner 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

FORMAL SEALED BIDS/QUOTES: No later than three business days after a Bid opening the Purchasing Manager or his/her designee shall post a tabulation of competitive sealed bids on a bulletin board located in or near the Purchasing Services Office. The apparent low bid will be the intended award recommendation. If after posting the tabulation, the apparent low bid is found to be non-responsive to the Contract Documents, the formal award evaluation will be posted. The time for filing a protest will begin the date of the later posting.

(b) Proceedings

(1) Any Bidder 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 business days of the posted award recommendation.

(2) The formal written protest shall reference the Bid number, and shall state with particularity the facts and laws upon which the protest is based, including full details of adverse effects and the relief sought.

(3) Within seven 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 Department Directors or designees, both of whom must be from an organizational group which the user agency is not assigned; one 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 protest the public interest. Invoice disputes between an awarded vendor and user agency will follow the guidelines set forth in Administrative Order-33, Prompt Payment of Invoices.

19. UNAUTHORIZED ALIEN WORKERS

19.1 The Owner will not accept bids from Contractors who knowingly employ unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S. Code § 1324a(e) (Section 274A(e) of the Immigration and Nationality Act "INA"). The County shall consider a Contractor's intentional employment of unauthorized aliens as grounds for immediate termination of any awarded bid. 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. The Contractor is required to submit a copy of the fully executed E-Verify Memorandum of Understanding prior to execution of a Contract.

20. EXECUTION OF CONTRACT

20.1 A Bidder to whom a Contract is awarded will be required to execute, in three counterparts, the prescribed Contract within ten days from the date of Notice of Award of the Bidder's bid and deliver the executed Contract to the Owner.

21. PUBLIC CONSTRUCTION BOND (PAYMENT AND PERFORMANCE)

21.1 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 Bond (Payment and Performance) in an amount equal to one hundred percent of the Contract Sum as security for the faithful performance of this Contract and as security for the payment of all persons performing labor and furnishing materials under this Contract. The Public Construction Bond (Payment and Performance) shall be in the form 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 Public Construction Bond (Payment and Performance) shall be delivered to the Owner within ten days from the receipt date of the fully executed Contract and deliver the recorded Bond to the Owner 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 bond. No Work shall commence (or recommence after a default or abandonment), and the Owner shall not make a payment to the Contractor, until a certified copy of the recorded Public Construction Bond is provided to the Owner.

The Public Construction Bond shall remain in force from the date of the Notice to Proceed until one year after the date of Final Acceptance 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.

The Public Construction 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.

Prior to final payment by the Owner, 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 PAYMENT AND 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 five percent 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.

21.2 All provisions under Section 7, Article 25 - Partial and Final Payments as identified in the Specifications and Contract Documents shall be adhered to regardless of where bonds are required or not.

22. QUALIFICATION OF SURETIES

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

22.2 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.

22.3 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 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).

22.4 Requirements:

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

23. INTERPRETATION OF ESTIMATED QUANTITIES

23.1 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 Contract Documents, and it is understood that the quantities may be increased or diminished as provided in the Contract Documents without in any way invalidating any of the unit or lump sum prices bid.

24. ALTERNATES

24.1 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.

24.2 The Contractor must judge whether alternate equipment is of comparable character and quality to the specified equipment. The Owner will not discuss, approve or disapprove any alternate equipment and/or materials before the Bids 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.

25. ORAL STATEMENTS

25.1 No oral statements made by any person whomsoever shall in any matter or degree modify or otherwise affect the terms of the Contract Documents.

ORIGINAL

SECTION 3
BID

John Rodes Blvd. Sidewalk (Eau Gallie Blvd. to Aurora Road)

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

Commissioners:

The duly licensed construction contracting firm of Timothy Rose Contracting Inc has completed all required bid documents and has prepared this Bid 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 Bid, as principal or principals, is or are named herein of the Contract to which the work pertains; that this Bid is made without connection or arrangement with any other person, company, or parties making a bid and that the Bid 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 Contract Documents relating thereto, including the Advertisement for Bids, Bid Instructions, Bid, Bid Security or Bid Bond, Contract, Public Construction Bond (Payment and Performance), General Conditions, Special Conditions, Supplemental Specifications, Permits, and Geotechnical 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 Bid pertains.

The Bidder proposes and agrees, if this Bid is accepted, to contract with 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 Bid 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 Documents.

ORIGINAL

The Bidder further agrees that the deductions for liquidated damages, as stated in the Contract Documents, 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 Documents.

The Bidder has included a certification (s) that 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 a satisfactory Public Construction Bond (Payment and Performance) in the amount of one-hundred percent of the Contract price and a Certificate of Insurance showing coverages in accordance with contract requirements, within ten 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 Bond (Payment and Performance), and Insurance Certificate within the ten 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 Bond (Payment and Performance) and Insurance Certificate are filed.

The Bidder further agrees that, within ten days of execution of the contract, by both parties, the Bidder shall provide to the Owner, a copy of the Public Construction Bond (Payment and Performance) 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 bond.

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.

Submitted: December 22, 2020

Total Bid: $ 3373,605.88

Contractor Name: Timothy Rose Contracting Inc

Bidders Occupational License No. 65-052940

Signature of Contractor

Brevard County
John Rodes Blvd. Sidewalk (Eau Gallie Blvd. to Aurora Road)
B-5-21-20
BID FORM
ADDENDUM 4

BASE BID

ITEM NO.	ITEM DESCRIPTION	EST QTY	UNIT	WRITTEN UNIT COST	UNIT COST	TOTAL COST
101-1	Mobilization	1	LS	Thirty six thousand	$36,000.00	$36,000.00
102-1	Maintenance of Traffic	1	LS	Nine thousand	$9,000.00	$9,000.00
102-60	Work Zone Sign	3,574	ED	Thirty cents	$0.30	$1,072.20
102-74-1	Channelizing Device - Typs I, II, DI, VP, Drum, LC	7,485	ED	Fifteen cents	$0.15	$1,122.75
104-10-3	Sediment Barrier	4,158	LF	Two dollars ten cents	$2.10	$8,731.17
104-11	Floating Turbidity Barrier	42	LF	ixteen dollars seventyfive cen	$16.75	$697.47
104-18	Inlet Protection System	1	EA	One thousand two hundred	$1,200.00	$1,200.00
110-1-1	Clearing & Grubbing	1	LS	Twentytwo thousand	$22,000.00	$22,000.00
110-4-10	Removal Of Existing Concrete	548	SY	Twentytwo dollars	$22.00	$12,056.00
110-7-1	Mailbox F&I, Single	4	EA	One hundred fiftyfive dollars	$155.00	$620.00
120-1	Regular Excavation	764.8	CY	Eighteen dollars	$18.00	$13,766.40
120-6	Embankment	85.3	CY	wentysix dollars twentyfive cer	$26.25	$2,239.13
425-1-521	Inlet, Dt Bot, Type C, <10'	3	EA	Two thousand one hundred	$2,100.00	$6,300.00
425-1-523	Inlet, Dt Bot, Type C, JBOT, <10'	1	EA	Eight thousand five hundred	$8,500.00	$8,500.00
425-1-541	Inlet, Dt Bot, Type D, <10'	1	EA	ur thousand three hundred fi	$4,350.00	$4,350.00
425-1-910	Inlets, Closed Flume	1	EA	housand five hundred Fifty do	$6,550.00	$6,550.00
425-5-1	Manhole, Adjust, Utilities	1	EA	Six hundred seventyfive dollar	$675.00	$675.00
430-174-118	Pipe Culv, Opt Matl, Round, 18" SD	189	LF	Sevenlyseven dollars fifty cent	$77.50	$14,647.50
430-174-124	Pipe Culv, Opt Matl, Round, 24" SD	16	LF	One Hundred fourtyfive dollar	$145.00	$2,320.00
515-2-211	Ped/Bicycle Railing, Sll, 42" Type 1	43	LF	One hundred twentyfive dollar	$125.00	$5,375.00
520-1-7	Concrete Curb & Gutter, Type E	30	LF	Thirty seven dollars	$37.00	$1,110.00
522-2	Concrete Sidewalk and Driveway, (6" Thick) (3,000 PSI) (With Fiber)	3,672	SY	Fourty six dollars	$46.00	$168,912.00
522-3	Bus Boarding Pad - 6" Concrete	27	SY	wo hundred twentynine dollar	$229.00	$6,183.00
522-4	Bus Shelter Pad - 6" Concrete	22	SY	Two hundred sixtyone dollars	$261.00	$5,742.00
522-99	Concrete Sidewalk and Driveway, (12" Thick) (3,000 PSI) (With Fiber)	109	SY	Eighty nine dollars	$89.00	$9,701.00
527-2	Detectable Warnings	187	SF	Fourty one dollars fifty cents	$41.50	$7,760.50
536-73	Guardrail Removal	92	LF	Ten dollars fifty cents	$10.50	$966.00
570-1-2	Performance Turf, Sod	4,911	SY	Two dollars fifty cents	$2.50	$12,276.50
700-1-50	Single Post Sign, Relocate	11	AS	One hundred ninetyfive dollar	$195.00	$2,145.00
711-11-123	Thermoplastic, Std, White, Solid, 12"	576	LF	Two dollars twenty cents	$2.20	$1,267.20
711-11-125	Thermoplastic, Std, White, Solid, 24"	57	LF	Five dollars fifty cents	$5.50	$314.22
711-15-101	Thermoplastic, Std, White, Solid, 6"	0.001	GM	housand eight hundred fifty c	$5,850.00	$5.85
					TOTAL FOR BASE BID ITEMS	$373,605.88

ALTERNATE PAY ITEMS

ITEM NO.	ITEM DESCRIPTION	EST QTY	UNIT	WRITTEN UNIT COST	UNIT COST	TOTAL COST
522-1	Concrete Sidewalk (4" Thick) (2,500 PSI)	3,427	SY	Thirty dollars sixtysix cents	$30.66	$105,071.82
522-2	Concrete Sidewalk and Driveway, (6" Thick) (2,500 PSI)	354	SY	Fourty six dollars	$46.00	$16,284.00
					TOTAL FOR ALTERNATE PAY ITEMS	$121,355.82

NOTES:

1. 522-99 is not an established FDOT Pay Item Number.
2. Alternate Pay Item: 4 inch concrete in lieu of 6 inch, 3,000 psi concrete with fiber reinforcement used for sidewalk.
3. Alternate Pay Item: 6 inch concrete in lieu of 12 inch concrete for curb ramps and 6 inch, 3,000 psi concrete with fiber reinforcement used for driveways.

VENDOR NAM Timothy Rose Contracting Inc
PRINTED SIGI Timothy Rose
AUTHORIZED SIGNATURE 

PHONE # 772-564-7800 Fax: 772-564-7800 Date 12/22/2020
EMAIL ADDRE timrose7@comcast.net

Bid Form to be completed electronically on Excel spreadsheet. Electronically completed spreadsheet should be saved on CD or USB and included with Bid submittal.
Bid Form must also be printed, signed and submitted with Bid.
DO NOT MODIFY OR RE-ISSE THE BID FORM. USE THE BID FORM PROVIDED.

ADDENDA ACKNOWLEDGMENT

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

Addendum No. 1	Dated: 12/22/2020	Addendum No. 4	Dated:
Addendum No. 2	Dated: 12/22/2020	Addendum No.	Dated:
Addendum No. 3	Dated: 12/22/2020	Addendum No.	Dated:

Timothy Rose Contracting Inc
(Name of Bidder) (Affix Seal)

(Signature of Officer)

President
(Title of Officer)

Address: 1360 SW Old Dixie Highway

City: Vero Beach

State: Florida

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

Timothy Rose - President

1360 SS Old Dixie Highway Suite 106

Vero Beach, Florida 32962

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

Timothy Rose

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

Brevard COUNTY
Purchasing Services

Purchasing Services
2725 Judge Fran Jamieson Way
Building C, Room 303
Viera, Florida 32940

John Rodes Boulevard Sidewalk (Eau Gallie Blvd. to Aurora Road)
FPN No. 441449-1-58-01
Bid# B-5-21-20
November 19, 2020
Addendum 2

PROJECT DESCRIPTION: The proposed project is located in Melbourne, Florida from Eau Gallie Blvd. to Aurora Road. The project will consist of an 8-foot wide concrete sidewalk along the west side of John Rodes Blvd. and related improvements to drainage. The project length is 4313 linear feet.

TO ALL PROSPECTIVE BIDDERS: This is an Addendum to and shall be considered as part of the original bid package for the above-mentioned bid. Please acknowledge receipt of Addendum 2 on the Addenda Acknowledgment form included in the bid package and submit the Addenda Acknowledgment form with the proposal.

ADDITIONAL INFORMATION: Addendum 1 previously published on November 13, 2020 was issued in error. Addendum 1 has been struck from the record of this solicitation and its information is not to be construed as official nor part of the solicitation of B-5-21-20.

The purpose of Addendum 2 is to publish the bidding documents, listed below. These bidding documents are attached to Addendum 2.

- B52120 Addendum 2, Invitation & Specifications
- B52120 Addendum 2, Plans
- B52120 Addendum 2, Bid Form

Please note that the bid opening date and time is revised to December 22, 2020 at 2:00 PM.

All other terms and conditions remain unchanged.

The Purchasing Liaison for this project is Heather Beaudry, Purchasing Services, Government Center, 2725 Judge Fran Jamieson Way, Building C, Third Floor, Suite 303, Viera, FL, 32940, phone, (321) 617-7390, fax (321) 617-7391, email heather.beaudry@brevardfl.gov.

Sincerely,

Summer Wyllie
Procurement Supervisor

cc: file
Public Works Department

END OF ADDENDUM 2

BREVARD COUNTY
PUBLIC WORKS DEPARTMENT

Specifications and Contract Documents

John Rodes Blvd. Sidewalk
(Eau Gallie Blvd to Aurora Road)

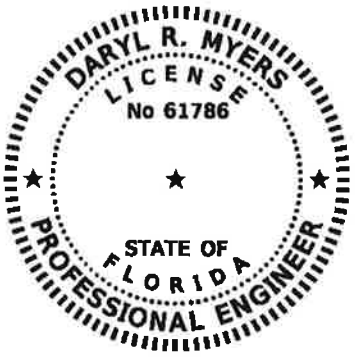
Financial Project No. 441449-1-58-01
Federal No. (FAIN) D518048B

Bid No. B-5-21-20

The engineering material and data contained in the Contract Documents for the John Rodes Blvd. Sidewalk (Eau Gallie Blvd. to Aurora Road) were prepared under the responsible charge of the undersigned, whose seal as registered professional engineer is affixed below. This item has been digitally signed and sealed by Daryl R. Myers on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Daryl R Myers Digitally signed by Daryl R Myers
Date: 2020.11.12 14:59:39 -05'00'

Daryl Myers, P.E. License No. 61786
Hanson Professional Services Inc.



BID CHECKLIST
Bid No. B-5-21-20

The items listed below are required for submission with the 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 designated for the receipt of Bids will not be considered.

1 Original, 1 Copy and Electronic Copy (PDF) on CD or USB Flash Drive of the Bid, including the Bid Form in Excel format (paper and electronic copy)

Bid Bond (Five Percent of Bid) on Form included in the Specifications and Contract Documents

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

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

Copies of Certificates for Competent Person, Confined Space Entry Supervisor and Temporary Traffic Control Advanced Certification for the Worksite Traffic Supervisor

The contractor must be State of Florida Department of Transportation (F.D.O.T.) pre-qualified in Drainage and Sidewalk. Provide current copy of F.D.O.T. certification stating classes of work

LAP (Local Agency Program) Certification of Current Capacity F.D.O.T. Form 525-010-46

Non-Collusion Declaration of Compliance F.D.O.T. Form 575-060-13

Trench Safety Act Compliance

Suspension and Debarment F.D.O.T. Form 375-030-32

Contractor Affidavit Regarding Scrutinized Company List

Drug-Free Workplace Certification

Lobbying Certification F.D.O.T. Form 375-030-33 and 375-030-34

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SECTION 1
ADVERTISEMENT FOR BIDS

Separate sealed Bids will be received by Brevard County, Florida, until 2:00 p.m. on December 17, 2020, in Purchasing Services, Government Center, 2725 Judge Fran Jamieson Way, Building C, Third Floor, Suite 303, Viera, FL 32940, as follows: John Rodes Blvd. Sidewalk (Eau Gallie Blvd. to Aurora Road).

The proposed project is located in Melbourne, Florida from Eau Gallie Blvd. to Aurora Road. The project will consist of an 8-foot wide concrete sidewalk along the west side of John Rodes Blvd. and related improvements to drainage. The project length is 4313 linear feet.

Major classes of work include: Drainage; Grading; Grassing, Seeding and Sodding; Guardrail; Pavement Marking; Roadway Signing; Sidewalk; Curbs; Driveways; and Handrails. The Contractor must be Florida Department of Transportation (F.D.O.T.) pre-qualified in Drainage and Sidewalk.

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

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 Purchasing Services, 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 as follows:

Sealed Bid
Bid No.: B-5-21-20
For: John Rodes Blvd. Sidewalk
Opening Date: December 17, 2020
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, United Parcel Service, United States Postal Service, etc.) that they are properly instructed to deliver your Bid only to Purchasing Services on the third floor at the above address. Vendors are advised that United States Postal Service 1st Class and Express mail is delivered to a P.O. Box and is not delivered to Purchasing Services. Delivery via third party carrier is at the bidder'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 Bid forms provided in Section 3 of the Contract Documents for the project. One original and four copies

of all materials must be submitted with the Bid including the following:

A Bid Bond of five percent of the Bid - Bidder must utilize the form provided in Section 4 of these Contract Documents. Failure to use the form provided shall result in disqualification.

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.

Names and copies of certificates for the contractor's personnel who have completed training and are certified as a Competent Person, Confined Space Entry Supervisor and a Temporary Traffic Control (T.T.C.) Advanced Certification for the Worksite Traffic Supervisor, as defined in Section 7, Article 11.3 of the Specification and Contract Documents. These certificates/qualifications must be included in the Bid.

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

The contractor must be State of Florida Department of Transportation (F.D.O.T.) pre-qualified in Drainage and Sidewalk at the time the bids are opened. Provide current copy of F.D.O.T. certification stating classes of work with the Bid in order to be considered. F.D.O.T. pre-qualification must not be subject to suspension at the time Bids are opened.

Certification of LAP (Local Agency Program) Certification of Current Capacity F.D.O.T. Form 525-010-46

Letter of Trench Safety Act Compliance Form

Non-Collusion Declaration of Compliance F.D.O.T. Form 575-060-13

Suspension and Debarment F.D.O.T. Form 375-030-32

Contractor Affidavit Regarding Scrutinized Company List

Drug-Free Workplace Certification

Lobbying Certification F.D.O.T. Form 375-030-33 and 375-030-34

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

For projects that are $100,000 or more, a Public Construction Bond (Payment and Performance) 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 year after Final Acceptance. Said bond must be submitted on the form included in the Contract Documents; no other forms will be accepted. Upon execution of the contract, the contractor will be required to record the bond per Chapter 255 of the Florida Statutes (see Section 5, Article 13 of the Contract Documents). Projects

less than $100,000 shall not require a Public Construction Bond (Payment and Performance), but shall be subject to the provisions in Section 2, Article 21 and Section 7, Article 27, of the Contract Documents.

Certificates of Insurance as required in Section 5, Article 6, of the Contract Documents.

For Bids in excess of $50,000, within five business days from Notice of Apparent Lowest Bidder, certain information shall be submitted to the Owner for the purpose of pre-qualification under County guidelines. A summary of this information is available for review in Section 3 of the 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.

The Owner 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 (N.P.D.E.S.) 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 Purchasing Liaison) shall not be contacted about this Invitation to Bid. Public meetings are the only acceptable forums for the discussion of merits of products/services requested by the Invitation for Bid. Written correspondence may be submitted to Purchasing Services. The Purchasing Liaison for this project is Heather Beaudry, Purchasing Services, 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 heather.beaudry@brevardfl.gov. Failure

to adhere to these requirements could result in Board action to disqualify your firm from consideration of award.

The last day for bidding questions will be on December 10, 2020 by 5:00 P.M.

Bids may be held by the Owner for a period not to exceed ninety 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 contractor 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 contractor.

By Order of the Board of County Commissioners Brevard County, Florida
Bryan Lober, Chair

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

SECTION 2
BID INSTRUCTIONS

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 or Addenda: A written explanation, interpretation, modification, correction, addition, deletion, or modification, affecting the Contract Documents, including Drawings and Specifications issued by the Owner and distributed to prospective contractors 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, Bid Instructions, Special Conditions, Supplemental Specifications, and General Conditions.

1.4 Bid: The written offer submitted by the Bidder for the work pursuant to the Drawings, Plans, and Contract Documents on the prescribed Bid form, properly signed and guaranteed by the Bidder.

1.5 Bidder: An individual, firm or corporation submitting a Bid for the work contemplated, acting directly or through a duly authorized representative.

1.6 Bid Security or Bid Bond: The security designated in the Bid to be furnished by the Bidder as guarantee that the Bidder will enter into the Contract for the work if the Bidder's Bid is accepted.

1.7 Calendar Day: Any day, including Saturdays, Sundays and holidays, and regardless of the weather conditions.

1.8 Change Order: A written change to the Contract Documents approved by the Owner added to or deleted from the Contract value or scope of work for the project. A Change Order is a signed amendment to the Contract Documents for any of the following:

1. A change in the Scope of Work;
2. The amount of the adjustment in the contract sum, if any; and
3. The extension or the adjustment in the contract time, if any.

1.9 Commission: The Board of County Commissioners of Brevard County, Florida.

1.10 Contract Documents: The Contract Documents, sometimes referred to

as the "Drawings and Specifications" and/or "Contract", shall mean and include by incorporation of reference all of the following:

(a) Advertisement for Bids;
(b) Bid Instructions;
(c) Bid;
(d) Bid Bond;
(e) Contract;
FHWA Form1273
(f) Public Construction Bond;
(g) General Conditions;
(h) Special Conditions;
(i) Supplemental Specifications;
(j) Addenda;
(k) Drawings;
(l) Certificate of Insurance; and
(m) Change Orders

1.11 Contract Time: The time period in calendar days between the Project Initiation Date(s) specified in a Notice(s) to Proceed and Final Completion of the Work which may be amended by a Change Order.

1.12 Contractor: The firm whose Bid 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 Project in compliance with the Contract Documents and in good and workmanlike condition.

1.13 Contractor's 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 of components of the permanent structure as part of a redesign or Value Engineering Change Proposal (V.E.C.P.), or for repair designs and details of the permanent work. The Contractor's Engineer may also serve as the Specialty Engineer. Any Corporation or Partnership offering engineering services must hold a Certificate of Authorization from the Florida Department of Business and Professional regulation. Specialty Engineers will not be authorized to perform redesigns or V.E.C.P. designs of items fully detailed in the plans.

1.14 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, which are incorporated by reference as part of the Contract Documents.

1.15 Engineer of Record: Hanson Professional Services Inc. The engineer(s) under whose responsible charge the Contract Drawings, Plans, and Specifications were prepared.

1.16 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.

1.17 Final Completion: The date noticed by the Owner, in its sole discretion, upon which all of the following activities have occurred: conditions and requirements of any and all permits and regulatory agencies have been satisfied; As-Built Survey Drawings delivered to and accepted by the Owner; and the Work defined herein has been fully completed in compliance with the terms and conditions of the Contract Documents.

1.18 Final Acceptance: The date of final payment made by the Owner, in its sole discretion, upon which all conditions and requirements of the Contract Documents by the Contractor have been satisfied.

1.19 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.

1.20 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.

1.21 Notices:

(a) Notice of Award: The official letter from the Owner advising the successful Bidder that their Bid 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 calendar days after date of notice.

(c) Notice of Substantial Completion: The official notice from the Owner to the Contractor of the date the work has been accepted as substantially complete.

1.22 Owner: Brevard County, Florida, Board of County Commissioners, and their designee.

1.23 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".

1.24 Plans: See Definition of Drawings.

1.25 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".

1.26 Pronouns: The masculine pronoun shall include the feminine and neuter and the singular shall include the plural.

1.27 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.

1.28 Public Construction Bond (Payment and Performance): The securities furnished by the Contractor and the Surety as a guaranty that the Contractor will fulfill the terms of the Contract in accordance with the Drawings, Specifications and other Contract Documents. Said bond shall be recorded by the Contractor upon execution of the contract by both parties. All references to Payment and Performance Bonds shall also mean the Public Construction Bond.

1.29 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.

1.30 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.

1.31 Specifications: The Instructions to Bidders, General Conditions, Special Provisions, Technical Specifications and such other documents as set forth in the Contract Documents.

1.32 Standard Specifications: Florida Department of Transportation - "Standard Specifications for Road and Bridge Construction", July 2020 Edition, except when superseded as otherwise noted.

1.33 State: State of Florida.

1.34 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.

1.35 Substantial Completion: The date, as noticed by the Owner, on which the Work, or a portion thereof, is at a level of completion in substantial compliance with the Contract Documents such that all conditions of permits and regulatory agencies have been satisfied, and the Owner can

occupy and/or use it in all respects for its intended purpose. Work tasks may include, but are not limited to as follows:

(a) Sidewalk/pedway with handrails
(b) All lanes open to traffic
(c) All asphalt pavement
(d) Temporary striping in the final location installed (100% as if permanent final striping)
(e) Drainage system
(f) Traffic Signal Installation
(g) All utility work including clearances; and
(h) Any major item on this contract which individually is equal to or more than five percent of the contract (excluding permanent final striping)

1.36 Superintendent: The Contractor's authorized executive representative, in responsible charge of the work at all times.

1.37 Surety: The corporate body which is bound by the Public Construction Bond (Payment and Performance) 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.

1.38 Work: All work activities implied or expressly required to be furnished and/or completed by the Contractor to be in full compliance with the Contract Documents.

1.39 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.

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 utilities or 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. However, the Bidder shall not rely 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, including utility locations, 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 existing 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 Owner 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 Owner 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 an 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 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 any type of potential discrepancies, ambiguities, errors, omissions from the Drawings, Specifications, any Contract Document, or should the Bidder be in doubt as to their meaning, the Bidder shall at once notify the Owner in writing.

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 written inquiry or request by the Bidder for interpretation received seven or more days prior to the date fixed for opening of the 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 issued on myvendorlink.com and demandstar.com not later than five days prior to the established Bid opening date. Each prospective Bidder shall acknowledge receipt of such addenda in the Addenda Acknowledgment 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 and responses thereto are deemed 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 previously submitted 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-28. Additionally, the Contractor who performs the work, must be pre-qualified by the Florida Department of Transportation (F.D.O.T.) in Drainage and Sidewalk. The Bidder shall provide current copy of certification stating classes of work. A list of subcontractors shall be attached to the Bid to include the type and value of work.

7.2 Signature of the Bidder: The Bidder must sign the Bid form 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 bid on behalf of the corporation must be stated and evidence of authority to sign the Bid must be submitted. The Bidder shall state in the Bid 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 Bid form. 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 bid 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 bid 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 Bid forms as furnished, together with a suitable Bid security, herein described. The Bid must be submitted as an original plus four copies and an Electronic Copy PDF on CD or USB Flash Drive.

(b) The above Bid 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 Purchasing Services, Government Center, 2725 Judge Fran Jamieson Way, Building C, Third Floor, Suite 303, Viera, FL 32940, by special delivery, registered mail. Bids 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 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) The Bidder must also submit a current copy of the Florida Department of Transportation (F.D.O.T.) Pre-qualification Certificate stating the areas/classes for which the contractor/subcontractor has been qualified to perform, to coincide with those classes of work needed for the project: Drainage and Sidewalk.

(e) 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 Entry Supervisor and a Temporary Traffic Control (T.T.C.) Advanced Certification for the Worksite Traffic Supervisor at all times during construction, as defined in Section 7, Article 11.3 of the Contract Documents.

(f) 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 Bid: Only one Bid 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 Bid for the work involved, all Bids 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 Bids of all participants in such collusion will be rejected, and no participants in such collusion will be considered in future Bids 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 of the amount of the Bid. Do not modify or re-issue this form. Use the form provided in the Contract Documents only. Failure to use the form provided in the Contract Documents 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 days after the Owner and the accepted Bidder have executed the written Contract and the accepted Bidder has filed acceptable Public Construction Bond (Payment and Performance), and an acceptable Certificate of Insurance. If one-hundred eighty 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 Public Construction 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 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 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 Purchasing Services, 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 Bid will be read aloud at the time of the Bid opening. No details of the Bid 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 Bids are opened and read, the correct summation of the lump sum prices and/or of the products of the estimated quantities shown in the Bid 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 Bids 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 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 responses to solicitations results in identical offers, with regards to Bids from two or more Bidders, 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, priority shall be given to the Bidder 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. PRE-QUALIFICATION OF BIDDER

17.1 Brevard County Code Chapter 2, Article 7 and Board Policy-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 business days to submit the qualification documents with a substituted subcontractor without any change in the original bid amount.

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

(a) Contractor's Qualification Statement - AIA Document A305, most recent Edition.

(b) Most current Financial Statement (less than one 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) The Bid Bond, Suspension and Debarment F.D.O.T. Form 375-030-32, Non-Collusion Declaration of Compliance F.D.O.T. Form 575-060-13 (submitted with the Bid) will be reviewed and verified.

(e) The Vendor Affidavit Regarding Scrutinized Company List (submitted with the Bid) will be verified.

(f) Copy of fully executed E-Verify Memorandum of Understanding

(g) List of subcontractors and suppliers and items of work to be performed by the Contractor's workforce.

(h) 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.

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

17.3 The following subcontractor qualifications may be 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 the Owner.

(b) Subcontractors must provide proof of a minimum of five years' experience in the trade for which they are being contracted, if requested by the Owner

17.4 The apparent low Bidder, after the formal Bid opening, will be required to submit the information above within five 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 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 business days to submit the qualification documents of a substitute subcontractor without any change in the original Bid.

17.5 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.

17.6 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.

18. AWARD OF CONTRACT

18.1 The Owner reserves the right to reject any or all Bids, to waive any informality in any Bid, or to re-advertise for all of the work contemplated.

18.2 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 re-advertised, as the Owner decides.

18.3 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.

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

18.5 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.

18.6 The Owner 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

FORMAL SEALED BIDS/QUOTES: No later than three business days after a Bid opening the Purchasing Manager or his/her designee shall post a tabulation of competitive sealed bids on a bulletin board located in or near the Purchasing Services Office. The apparent low bid will be the intended award recommendation. If after posting the tabulation, the apparent low bid is found to be non-responsive to the Contract Documents, the formal award evaluation will be posted. The time for filing a protest will begin the date of the later posting.

(b) Proceedings

(1) Any Bidder 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 business days of the posted award recommendation.

(2) The formal written protest shall reference the Bid number, and shall state with particularity the facts and laws upon which the protest is based, including full details of adverse effects and the relief sought.

(3) Within seven 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 Department Directors or designees, both of whom must be from an organizational group which the user agency is not assigned; one 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 protest the public interest. Invoice disputes between an awarded vendor and user agency will follow the guidelines set forth in Administrative Order-33, Prompt Payment of Invoices.

19. UNAUTHORIZED ALIEN WORKERS

19.1 The Owner will not accept bids from Contractors who knowingly employ unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S. Code § 1324a(e) (Section 274A(e) of the Immigration and Nationality Act "INA"). The County shall consider a Contractor's intentional employment of unauthorized aliens as grounds for immediate termination of any awarded bid. 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. The Contractor is required to submit a copy of the fully executed E-Verify Memorandum of Understanding prior to execution of a Contract.

20. EXECUTION OF CONTRACT

20.1 A Bidder to whom a Contract is awarded will be required to execute, in three counterparts, the prescribed Contract within ten days from the date of Notice of Award of the Bidder's bid and deliver the executed Contract to the Owner.

21. PUBLIC CONSTRUCTION BOND (PAYMENT AND PERFORMANCE)

21.1 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 Bond (Payment and Performance) in an amount equal to one hundred percent of the Contract Sum as security for the faithful performance of this Contract and as security for the payment of all persons performing labor and furnishing materials under this Contract. The Public Construction Bond (Payment and Performance) shall be in the form 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 Public Construction Bond (Payment and Performance) shall be delivered to the Owner within ten days from the receipt date of the fully executed Contract and deliver the recorded Bond to the Owner 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 bond. No Work shall commence (or recommence after a default or abandonment), and the Owner shall not make a payment to the Contractor, until a certified copy of the recorded Public Construction Bond is provided to the Owner.

The Public Construction Bond shall remain in force from the date of the Notice to Proceed until one year after the date of Final Acceptance 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.

The Public Construction 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.

Prior to final payment by the Owner, 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 PAYMENT AND 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 five percent 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.

21.2 All provisions under Section 7, Article 25 - Partial and Final Payments as identified in the Specifications and Contract Documents shall be adhered to regardless of where bonds are required or not.

22. QUALIFICATION OF SURETIES

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

22.2 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.

22.3 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 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).

22.4 Requirements:

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

23. INTERPRETATION OF ESTIMATED QUANTITIES

23.1 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 Contract Documents, and it is understood that the quantities may be increased or diminished as provided in the Contract Documents without in any way invalidating any of the unit or lump sum prices bid.

24. ALTERNATES

24.1 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.

24.2 The Contractor must judge whether alternate equipment is of comparable character and quality to the specified equipment. The Owner will not discuss, approve or disapprove any alternate equipment and/or materials before the Bids 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.

25. ORAL STATEMENTS

25.1 No oral statements made by any person whomsoever shall in any matter or degree modify or otherwise affect the terms of the Contract Documents.

SECTION 3
BID

John Rodes Blvd. Sidewalk (Eau Gallie Blvd. to Aurora Road)

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

Commissioners:

The duly licensed construction contracting firm of _____ has completed all required bid documents and has prepared this Bid 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 Bid, as principal or principals, is or are named herein of the Contract to which the work pertains; that this Bid is made without connection or arrangement with any other person, company, or parties making a bid and that the Bid 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 Contract Documents relating thereto, including the Advertisement for Bids, Bid Instructions, Bid, Bid Security or Bid Bond, Contract, Public Construction Bond (Payment and Performance), General Conditions, Special Conditions, Supplemental Specifications, Permits, and Geotechnical 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 Bid pertains.

The Bidder proposes and agrees, if this Bid is accepted, to contract with 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 Bid 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 Documents.

The Bidder further agrees that the deductions for liquidated damages, as stated in the Contract Documents, 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 Documents.

The Bidder has included a certification (s) that 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 a satisfactory Public Construction Bond (Payment and Performance) in the amount of one-hundred percent of the Contract price and a Certificate of Insurance showing coverages in accordance with contract requirements, within ten 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 Bond (Payment and Performance), and Insurance Certificate within the ten 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 Bond (Payment and Performance) and Insurance Certificate are filed.

The Bidder further agrees that, within ten days of execution of the contract, by both parties, the Bidder shall provide to the Owner, a copy of the Public Construction Bond (Payment and Performance) 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 bond.

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.

Submitted: _____, 2020

Total Bid: $_____

Contractor Name: _____

Bidders Occupational License No. _____

Signature of Contractor _____

BID FORM

John Rodes Blvd. Sidewalk (Eau Gallie Blvd. to Aurora Road)

BASE BID

ITEM NO.	ITEM DESCRIPTION	EST QTY	UNIT	WRITTEN UNIT COST	UNIT COST	TOTAL COST
101-1	Mobilization	1	LS			$0.00
102-1	Maintenance of Traffic	1	LS			$0.00
102-60	Work Zone Sign	3,574	ED			$0.00
102-74-1	Channelizing Device - Typs I, II, DI, VP, Drum, LC	7,485	ED			$0.00
104-10-3	Sediment Barrier	4,158	LF			$0.00
104-11	Floating Turbidity Barrier	42	LF			$0.00
104-18	Inlet Protection System	1	EA			$0.00
110-1-1	Clearing & Grubbing	1	LS			$0.00
110-4-10	Removal Of Existing Concrete	548	SY			$0.00
110-7-1	Mailbox F&I, Single	4	EA			$0.00
120-1	Regular Excavation	764.6	CY			$0.00
120-6	Embankment	85.3	CY			$0.00
425-1-521	Inlet, Dt Bot, Type C, <10'	3	EA			$0.00
425-1-523	Inlet, Dt Bot, Type C, JBOT, <10'	1	EA			$0.00
425-1-541	Inlet, Dt Bot, Type D, <10'	1	EA			$0.00
425-1-910	Inlets, Closed Flume	1	EA			$0.00
425-5-1	Manhole, Adjust, Utilities	1	EA			$0.00
430-174-118	Pipe Culv, Opt Matl, Round, 18" SD	189	LF			$0.00
430-174-124	Pipe Culv, Opt Matl, Round, 24" SD	16	LF			$0.00
515-2-211	Ped/Bicycle Railing, Stl, 42" Type 1	43	LF			$0.00
520-1-7	Concrete Curb & Gutter, Type E	30	LF			$0.00
522-2	Concrete Sidewalk and Driveway, (6" Thick) (3,000 PSI) (With Fiber)	3,672	SY			$0.00
522-3	Bus Boarding Pad - 6" Concrete	27	SY			$0.00
522-4	Bus Shelter Pad - 6" Concrete	22	SY			$0.00
522-99	Concrete Sidealk and Driveway , (12" Thick))3,000 PSI) (With Fiber)	109	SY			$0.00
527-2	Detectable Warnings	187	SF			$0.00
536-73	Guardrail Removal	92	LF			$0.00
570-1-2	Performance Turf, Sod	4,911	SY			$0.00
700-1-50	Single Post Sign, Relocate	11	AS			$0.00
711-11-123	Thermoplastic, Std, White, Solid, 12"	576	LF			$0.00
711-11-125	Thermoplastic, Std, White, Solid, 24"	57	LF			$0.00
711-15-101	Thermoplastic, Std, White, Solid, 6"	0.001	GM			$0.00
					TOTAL FOR BASE BID ITEMS	**$0.00**

ALTERNATE PAY ITEMS

ITEM NO.	ITEM DESCRIPTION	EST QTY	UNIT	WRITTEN UNIT COST	UNIT COST	TOTAL COST
522-1	Concrete Sidewalk (4" Thick) (2,500 PSI)	3,427	SY			$0.00
522-2	Concrete Sidewalk and Driveway, (6" Thick) (2,500 PSI)	354	SY			$0.00
					TOTAL FOR ALTERNATE PAY ITEMS	**$0.00**

NOTES:

1. 522-99 is not an established FDOT Pay Item Number.
2. Alternate Pay Item: 4 inch concrete in lieu of 6 inch, 3,000 psi concrete with fiber reinforcement used for sidewalk.
3. Alternate Pay Item: 6 inch concrete in lieu of 12 inch concrete for curb ramps and 6 inch, 3,000 psi concrete with fiber reinforcement used for driveways.

VENDOR NAME _____
PRINTED SIGNATURE _____
AUTHORIZED SIGNATURE _____

PHONE # _____ FAX#_____ DATE_____
EMAIL ADDRESS _____

Bid Form to be completed electronically on Excel spreadsheet. Electronically completed spreadsheet should be saved on CD or USB and included with Bid submittal.
Bid Form must also be printed, signed and submitted with Bid.
DO NOT MODIFY OR RE-ISSE THE BID FORM. USE THE BID FORM PROVIDED.

ADDENDA ACKNOWLEDGMENT

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

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

_____
(Name of Bidder) (Affix Seal)

_____
(Signature of Officer)

_____
(Title of Officer)

Address: _____

City: _____

State: _____

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

_____

_____

_____

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

_____

_____

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

LAP CERTIFICATION OF CURRENT CAPACITY

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

LAP CERTIFICATION OF CURRENT CAPACITY

CONFIDENTIAL per Ch 337.14(1) F.S.

For bids to be received on _____
(Letting Date)

Fill in your FDOT Vendor Number

VF _ _ _ _ _ _ _ _ _ _ _ _ _ _

(Only applicable to FDOT pre-qualified contractors)

CERTIFICATE

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

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

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

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

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

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

I certify that the information above is correct.

_____
NAME OF FIRM

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

By: _____

_____
Title

STATUS OF CONTRACTS ON HAND

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

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

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 $_____ 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._____	_____	_____	_____	_____
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: _____

NON-COLLUSION DECLARATION OF COMPLIANCE FORM

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

NON-COLLUSION DECLARATION AND COMPLIANCE WITH 49 CFR § 29

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

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

_____ of _____
(TITLE) (FIRM)

of _____
(CITY AND STATE)

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

I further declare that:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXCEPTIONS:

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

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

CONTRACTOR: (Seal)

BY: _____ WITNESS: _____
NAME AND TITLE PRINTED

BY: _____ WITNESS: _____
SIGNATURE

Executed on this _____ day of _____, _____

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

REQUIRED CONTRACT PROVISIONS

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

- Appendix B of 49 CFR Part 29 –

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

Instructions for Certification

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

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

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

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

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

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

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

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

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

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

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

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

SUSPENSION AND DEBARMENT FORM

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

(Compliance with 2 CFR Parts 180 and 1200)

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

Name of Consultant/Contractor: _____

By: _____

Date: _____

Title: _____

Instructions for Certification

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

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

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

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

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

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

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

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

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

CONTRACTOR AFFIDAVIT REGARDING SCRUTINZED COMPANY LIST

Awarded Contractor shall certify that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S. if the Contract is for more than $1,000,000 the Contractor further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S.

For Contracts of any amount, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or
on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

For Contracts $1,000,000 and greater, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the County shall either terminate the Contract after it has given the Contractor notice and an
opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

STATE OF FLORIDA

COUNTY OF _____

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

1. The Business address of _____ (name of contractor) is _____.

2. My relationship to _____ (name of contractor) is _____ (relationship such as sole proprietor, partner, president, vice president).

3. I understand that "Boycott of Israel" has the same meaning as defined in §215.4725, Florida Statutes, and means refusing to deal, terminating business

activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. A statement by a company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered by the State Board of Administration to be evidence that a company is participating in a boycott of Israel. The term does not include restrictive trade practices or boycotts fostered or imposed by foreign countries against Israel.

4. I understand that "business operations" means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce.

5. _____ (name of the contractor) is not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

6. _____ (name of the contractor) is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, Florida Statutes.

7. _____ (name of the contractor) is not engaged in business operations in Cuba or Syria.

_____
Signature

Sworn to and subscribed before me in the state and county first mentioned above on the _____ day of _____, 20____.

(AFFIX SEAL or STAMP)

_____
Notary Public
My commission expires:

DRUG-FREE WORKPLACE CERTIFICATION

The Contractor certifies that it will provide a drug-free workplace by:

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

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

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

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

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

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

As the person authorized to sign the statement, I certify that this firm complies with the above requirements.

_____ _____

Business Name Bid Number and Name

_____

Authorized Representative's Signature Date

_____

Name and Title

LOBBYING CERTIFICATION FORM

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 of employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

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

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

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

Name of Consultant:

By:_____ Date: _____Authorized Signature

Title:_____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

DISCLOSURE OF LOBBYING ACTIVITIES

375-030-34
PROCUREMENT
02/16

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

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

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

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

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

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

2. Identify the status of the covered Federal action.

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

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

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

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

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

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

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

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

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

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

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

BOARD POLICY - 28

POLICY

NUMBER:	**BCC-28**
CANCELS	**October 08, 2013**
APPROVED:	**December 19, 2017**
ORIGINATOR:	**Public Works/Facilities**
REVIEW:	**December 19, 2020**

TITLE: Pre-Qualification of Construction Bidders Prior To Award

I. OBJECTIVE

To delineate and define the process for pre-qualifying bidders on a project by project basis, or establish a process for prequalifying prospective bidders on a quarterly or annual basis for a group of specific projects, 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 apparent low bidders/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. The Vendor Affidavit Regarding Scrutinized Company List for services of $1 million or more will be verified.
6. List of subcontractors and suppliers and items of work to be performed by the Contractor's workforce.
7. 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.
8. 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 (horizontal construction projects)
   Public Works Department Director
   Traffic Operations Manager
   Construction Engineer

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. General Construction Projects (any Department relying on Facilities to oversee their projects including Parks and Recreation referendum projects, special districts, agencies or other County project not otherwise encompassed herein)
   Public Works Department Director (for Facilities CIP projects)
   Facilities Building & Operations Manager (for Non-Facilities CIP projects)
   Facilities Construction Manager
   User Agency Department Director

5. Landscaping Projects
   Public Works Department Director
   Parks and Recreation Department Director

Public Works Department - Landscaping Operations Manager

6. 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

Rita Pritchett, Chair
Board of County Commissioners
Brevard County, Florida

As approved by the Board: 12/19/17

SECTION 4
BID BOND

Know all men by these presents, that we, _____ of _____, hereafter called the Principal, and_____, (Surety), a Corporation organized and existing under the laws of the State of _____, 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 Oblige, in the penal sum of five percent 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 Oblige on a contract for John Rodes Blvd. Sidewalk.

Now therefore, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a contract with the Oblige 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 Oblige of the stated penal sum hereof.

In witness whereof, we have hereunto set our signatures and seals this _____ day of _____, A.D., 20____, all pursuant to due authorization.

_____
(SEAL)

Principal

By: _____

_____
Surety

By:_____
Attorney-In-Fact in accordance with the attached Power of Attorney

STATE OF FLORIDA
COUNTY OF _____

I,_____, a Notary Public in and for the State and County aforesaid, do hereby certify that _____ and _____ 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 ____ day of _____, 20___.

(Notary Public)

My commission Expires:

SECTION 5
CONTRACT

THIS CONTRACT, made and effective by and between Brevard County, Florida, a political subdivision of Florida, party of the first part (hereinafter sometimes called the "Owner"), and _____, 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, transportation to perform all of the work shown on the Drawings, Plans, and Specifications prepared by the Engineer of Record, Hanson Professional Services Inc., entitled as follows:

John Rodes Blvd. Sidewalk (Eau Gallie Blvd. to Aurora Road)

2. THE CONTRACT SUM

2.1 The Owner shall pay to the Contractor for the faithful and proper 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 Bid submitted to the Owner by the Contractor, a copy of said Bid being a part of these Contract Documents, the aggregate amount of this Contract is the sum of

_____.

3. COMMENCEMENT AND COMPLETION OF WORK

3.1 The Contractor shall commence work within ten calendar days after issuance of the Notice to Proceed by the Owner.

3.2 The Work, or portions thereof, shall be completed within the time set forth below. Liquidated Damages shall be imposed in the amount as set forth below for the following events:

Article	Description	Unit
Definitions	Substantial Completion	127 calendar days from Notice to Proceed
Section 5. Article 10. Liquidated Damages per LAP Division I Specification 8-10.2 (7/20)	Liquidated Damages for each calendar day after time specified for Substantial Completion	$XXXX per calendar day
Definitions	Final Completion	30 calendar days from Substantial Completion

4. CONTRACTOR'S ACCEPTANCE OF CONDITIONS

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

The provisions of this Contract shall control any inconsistent provisions contained in the Specifications. All Drawings, Plans, 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, Plans, or Specifications shall be interpreted and construed by the Engineer of Record in writing, and such final determination 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 materials by the Owner, the Engineer of Record, or by any their agents or representatives for compliance with the terms of the Contract Documents 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.

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 Plans, 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 written 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.

4.4 The Contractor hereby agrees that normal local weather conditions have been considered in the establishment of the 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.

4.5 The Contractor hereby acknowledges that no funds received pursuant to this Contract may be expended for lobbying the Legislature, the judicial branch, or a state agency.

5. INDEMNIFICATION

5.1 To the extent provided by law, the Contractor shall indemnify, defend, and hold harmless the Owner and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of the Contractor, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by the Contractor hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes.

The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by the

Contractor to indemnify the Owner for the negligent acts or omissions of the Owner, its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by the Contractor to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement.

5.2 The Contractor shall indemnify and hold harmless the Owner and the Engineer of Record 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 by any negligent, willful, or intentional 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 of Record, 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 of Record. The Contractor acknowledges receipt of specific consideration for this provision. Pursuant to this provision, the Owner is not requesting indemnity in any way for its own negligence. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of sovereign immunity of the Owner.

6. INSURANCE

6.1 The Contractor shall be required to procure and maintain, at their own expense and without cost to the Owner, the following types of insurance. The policy limits required are to be considered minimum amounts:

- Workers' Compensation and Employers Liability Insurance: Workers Compensation insurance providing statutory benefits as required in the State of Florida. The Contractor shall require any subcontractor, unless such employees are covered by the protection afforded by the Contractor, to provide evidence of this coverage or proof of exemption to the Contractor. Additionally, if the contract requires working on or around a navigable waterway, the Contractor and all subcontractors shall provide evidence of United States Longshoremen's and Harbor Workers (USL&H) coverage and contingent coverage of Jones Act (Marine Employers Liability) in compliance with Federal statutes, or proof of exemption. The Contractor shall be responsible for compliance

with these requirements by each subcontractor, vendor or supplier. This coverage must include Employer's Liability with a minimum limit of $100,000 for each accident, $100,000 each employee, and $500,000 policy limit for Disease.

- Comprehensive General Liability Insurance: General Liability Insurance shall be provided and maintained with a combined single limit of $1,000,000 for each occurrence and $1,000,000 in the annual aggregate with the Owner, Engineer of Record and F.D.O.T. named as additional insureds as follows:

  Comprehensive General Liability Insurance, including Products and/or Completed Operations, Explosion Hazard, Collapse Hazard and Underground Property Damage Hazard, Contractual Liability under this Contract.

- Comprehensive Auto Liability Insurance: Auto Liability policy with a $1,000,000 combined single limit for each occurrence covering any auto with the Owner, Engineer of Record, and F.D.O.T. named as additional insureds.

6.2 Before commencing work, the Contractor shall file with the Owner certificates of such insurance, acceptable to the Owner. Insurance carriers providing coverage required herein must be licensed or authorized to conduct business in the State of Florida and must possess A.M. Best's Financial Strength Rating of A- Class VIII or better. These certificates shall contain a provision that the coverage afforded under the policies will not be canceled or materially changed until at least thirty days prior written notice has been given to the Owner.

7. CHANGE ORDER

7.1 A written change to the Contract approved by the Owner authorizing an addition, deletion or revision in the work, resulting in an adjustment in the Contract price and/or the Contract time issued after execution of the Contract.

7.2 Change of Contract Time and Claims for Delays

(a) The contract times (or Milestones) may only be changed by a written 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 the Engineer of Record promptly (but in no event later than thirty 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, including but not limited to, backup for additional

compensation requests for any delays and/or loss of efficiency, shall be delivered within sixty days after such occurrence (unless the Owner 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) and any related equitable adjustment to the Contract Sum will be valid if not submitted in strict accordance with the requirements of this paragraph. Otherwise, such claims will be deemed to have been waived.

(b) All time limits stated in the Contract Documents are of the essence of the Contract. In other words, time is of the essence as to all applicable provisions related to time.

(c) 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 thereof as provided in paragraph 7.2 (a). 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.

(d) No Damages for Delay: NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST THE OWNER BY REASON OF ANY DELAYS. The Contractor shall not be entitled to an increase in the Contract Sum or payment or compensation of any kind from the Owner for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration, or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God, acts or neglect by utility owners or other contractors performing other work; however, this provision shall not preclude recovery or damages by the Contractor for hindrances or delays due solely to fraud, bad faith, or active interference on the party of the County or its agents. Otherwise, the Contractor shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and

to the extent specifically provided above.

(e) Contract time shall not be extended for rain delays. The Owner does not include an allowance for delays caused by the effects of inclement weather in establishing Contract Time. The Owner will continually monitor the effects of weather and, when found justified, grant time extensions on either a bimonthly or monthly basis. The Owner will require the Contractor to submit a request for additional time due to the effects of weather. The Owner will grant time extensions, on a day for day basis, for delays caused by the effects of rains or other inclement weather conditions, related adverse soil conditions that prevent the Contractor from productively performing controlling items of work resulting in:

1. The Contractor being unable to work at least 50% of the normal work day on pre-determined controlling work items; or

2. The Contractor must make major repairs to work damaged by weather, provided that the damage is not attributable to the Contractor's failure to perform or neglect; and provided that the Contractor was unable to work at least 50% of the normal workday on pre-determined controlling work items. No additional compensation will be made for delays caused by the effects of inclement weather.

7.3 Extra Work

(a) The Contractor shall do all extra work that may be ordered in writing by 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 and the Engineer of Record, 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 by the Owner, and the claim was presented by the Contractor at the time of the next estimate or pay application is submitted by the Contractor after the work is completed. Otherwise, should the Contractor not timely submit its claim for extra work pursuant to the above requirement, the Contractor voluntarily acknowledges it has waived its rights to such claims for extra work.

(b) 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 Engineer of Record to be suitable compensation for the contemplated extra work. However, if the Contractor fails 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 and will be paid for in the following manner:

(1) 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 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.

(2) 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 thereof.

(3) For any special machinery or special equipment, including fuel and lubricants there for, required for the economic performance of extra work, the Owner 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.

(c) The compensation herein provided shall be received and accepted by the Contractor as payment in full for all extra work done.

(d) 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 and shall be signed by both the representatives referred to herein, one copy being submitted to the Engineer of Record, a second copy being submitted to the Owner, and the third copy being retained by the Contractor.

(e) Where extra work is performed by a subcontractor, the Contractor is limited to a total of fifteen percent of the subcontractor charges as overhead, profit, insurance, bonding, etc. 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.

(f) Changes made by the Owner will not be considered to waive any of the provisions of the contract, nor may the Contractor make any claim for loss of anticipated profits because of the changes, or by reason of any variation between the approximate quantities of work actually performed. All work shall be performed as directed by the Owner and in accordance with the Contract Documents.

8. SUSPENSION OF WORK

8.1 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.

9. DISPUTE RESOLUTION

9.1 Within three 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 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 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.

9.2 Within thirty 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 9.1, 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 days after the date of submittal, the mediator, applying the standards set forth in subparagraph 9.1, 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 9.1. Within thirty 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 9.1 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.

9.3 The deadlines for completing the dispute resolution process described in subparagraphs 9.1 and 9.2 may be extended by mutual agreement of the Owner and Contractor.

10. LIQUIDATED DAMAGES

10.1 It is mutually agreed that time is of the essence of this Contract and should the Contractor fail to complete the work, or portions thereof, 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 5, Article 3.2 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, or portions thereof, 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. Based on the amount of damages not being readily ascertainable, both parties agree that the applicable amount of damages, $XXXX per calendar day, set forth in LAP Division I Specification 8-10.2 (7/20) is not grossly disproportionate and is reasonably expected to follow

from a breach of this Contract.

LAP Division I Specification 8-10.2: Applicable liquidated damages are the amounts established in the following schedule:

Original Contract Amount	Daily Charge Per Calendar Day
$50,000 and under	$1,015
Over $50,000 but less than $250,000	$1,045
$250,000 but less than $500,000	$1,170
$500,000 but less than $2,500,000	$1,690
$2,500,000 but less than $5,000,000	$2,579
$5,000,000 but less than $10,000,000	$3,756
$10,000,000 but less than $15,000,000	$4,344
$15,000,000 but less than $20,000,000	$5,574
$20,000,000 and over	$10,203 plus 0.00005 of any amount over $20 million (Round to nearest whole dollar)

10.2 Substantial Completion, Final Completion, and any intermediate Milestones are stipulated as fair and reasonable. Such Liquidated Damages shall apply separately to each portion of the Work for which a time for completion is given. Contractor waives any and all challenges and legal defenses to the validity of any Liquidated Damages established in the Contract Documents, including that the Liquidated Damages are void as penalties or are not reasonably related to the actual damages sustained by the Owner as a result of Contractor's untimely performance.

10.3 For the purposes of this Article, the day of Final Completion of the work shall be considered a day of delay.

11. PARTIAL AND FINAL PAYMENTS

11.1 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 thirty days after Final Acceptance by the Owner.

12. NO WAIVER OF LEGAL RIGHTS

12.1 Observation by the Owner, Resident Construction Monitor, or by any duly authorized representatives, any measurement or report by the Owner, 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.

12.2 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.

12.3 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.

13. PUBLIC CONSTRUCTION BOND (PAYMENT AND PERFORMANCE)

13.1 Within ten days of execution of the Contract, by both parties, the Contractor shall provide to the Owner a copy of the Public Construction Bond (Payment and Performance) 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 bond. The Powers of Attorney must be recorded with the bond. Payment for the recording is incidental to the Contract.

14. ADDITIONAL BONDS

14.1 It is further mutually agreed between parties hereto that if, at any time

after the execution of this Agreement and the Public Construction 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 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.

15. CONTRACT DOCUMENTS

15.1 The Contract Documents, as stated in the Bid Instructions and attached hereto, are as fully a part of this Contract and FHWA Form1273 is physically a part of this Contract. An enumeration of the Drawings accompanying these Contract Documents follows:

Index of Roadway Plans

Sheet No.	Sheet Description
1	Key Sheet
2	Summary Sheet
3-6	Typical Section
7	Summary of Drainage Structures
8	Project Layout
9	Project Control
10	General Notes
11-18	Roadway Plans
19-21	Drainage Structures
22	Special Details
23-72	Cross Sections
73	Stormwater Pollution Prevention Plan
74	Temporary Traffic Control Plans

16. UNAUTHORIZED ALIEN WORKERS / E-VERIFY

16.1 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.

16.2 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 this 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.

17. SCRUTINZIED COMPANIES

17.1 For Contracts of any amount, if the Owner determines the Contractor submitted a false certification, Vendor Affidavit Regarding Scrutinized Company List, under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the Owner shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the Owner's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

For Contracts $1,000,000 and greater, if the Owner determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Owner shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the Owner's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

18. AUDIT RIGHTS

18.1 In performance of the Contract, the Contractor shall keep books, 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 County. The Contractor shall retain all documents, books and records for a period of five years after termination of this Contract, unless such records are exempt from section 24(a) if Article I of the State Constitution and Ch. 119, Florida Statutes. All records or documents created by or provided to the Contractor by the County in connection with this Contract are public records subject to Florida Public Records Law, Chapter 119, Florida Statutes. All records stored

electronically must be provided to the County in a format compatible with the information technology systems of the County.

The Contractor shall ensure that public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Contract and following termination of the Contract if the Contractor does not transfer the records to the public agency. In lieu of retaining all public records upon termination of this Contract, the Contractor may transfer, at no cost to the County, all public records in possession of the Contractor. If the Contractor transfers all public records to the County upon termination of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

19. INSPECTOR GENERAL

19.1 The Contractor agrees to comply with s.20.055(5) Florida Statutes and to include in all subcontracts the obligation to comply with s.20.055(5) Florida Statutes: "It is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section."

20. CONFLICT OF INTEREST

20.1 Neither the Contractor nor their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Owner or the locality during tenure or for two years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Owner, the Owner, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Owner or the locality relating to such contract, subcontract or arrangement. The Contractor shall insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Owner or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

21. PUBLIC RECORDS

21.1 Pursuant to Section 119.0701, a request to inspect or copy public records relating to this Contract must be made directly to the County. If the County

does not possess the requested records, the County shall immediately notify the Contractor of the request and the Contractor must provide the records to the County or allow the records to be inspected or copied within twenty-four hours (not including weekends and legal holidays) of the request so the County can comply with the requirements of Sections 119.07. The Contractor may also provide a cost estimate to produce the requested documents consistent with the policy set forth in Brevard County Administrative Order-47, incorporated herein by this reference. A copy of Administrative Order-47 is available upon request from the County's public records custodian designated below.

If the Contractor fails to provide the requested public records to the County within a reasonable time, the Contractor may face civil liability for the reasonable cost of enforcement incurred by the party requesting the records and may be subject to criminal penalties. Sections 119.0701, 119.110. The Contractor's failure to comply with public records requests is considered a material breach of this Contract and grounds for termination.

Should the County face any legal action to enforce inspection or production of the records within the Contractor's possession and control, The Contractor agrees to indemnify the County for all damages and expenses, including attorney's fees and costs. The Contractor shall hire and compensate attorney(s) to represent the Contractor and County in defending such action. The Contractor shall pay all costs to defend such action and any costs and attorneys fess awarded pursuant to Section 119.12.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS ROBERT HENDRICKS AT 321-617-7202 ROBERT.HENDRICKS@BREVARDFL.GOV 2725 JUDGE FRAN JAMIESON WAY, SUITE A-201 VIERA, FL 32940

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 calendar days after receipt of such notice, the Owner shall, upon written report 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. ASSIGNMENT OF CONTRACT

23.1 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.

23.2 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.

24. TERMINATION

24.1 In the event Owner does not choose the notice and possible cure option

described in Article 9 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.

24.2 After receipt of a Notice of Termination, and except as otherwise directed by the Owner, 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 Owner, 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 Owner, the fabricated or un-fabricated 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.

24.3 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. 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 shall determine, on the basis of information available to the Owner, the amount, if any, due to the Contractor by reason of the termination and shall thereupon advise the Owner the amount so determined.

24.4 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.

24.5 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 shall determine, on the basis of information available to the Owner, 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 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 of the remainder to such amount, but the aggregate of such sums shall not exceed six percent 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.

24.6 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, of property which is destroyed, lost, stolen, or damaged so as to become undeliverable to the Owner.

24.7 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.

25. ATTORNEY'S FEES

25.1 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.

26. VENUE

26.1 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.

27. WAIVER OF JURY TRIAL

27.1 The parties acknowledge that by entering into this Contract, 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 Contract on the day and date written below in three counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed an original Contract.

ATTEST

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

_____
Scott Ellis, Clerk

_____
Bryan Andrew Lober, Chair
As approved by the Board on: _____

Reviewed for legal form and content for Brevard County:

_____
Assistant County Attorney

Witnessed in the presence of:**

_____
Party of the Second Part

_____

_____

_____
(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.

CERTIFICATE

(Sample)

STATE OF FLORIDA

ss

COUNTY OF _____

I hereby certify that at a meeting of the Board of Directors of _____ a corporation under the laws of the State of Florida, held on _____ , 20___, the following resolution was duly passed and adopted:

"Resolved, that _____, as _____ of the corporation, is hereby authorized to execute the Contract dated _____, 20__, between Brevard County, Florida, and this corporation, and that the execution thereof, attested by the _____ of the corporation and with corporate seal affixed, shall be the official act and deed of this corporation."

I further certify that said resolution is now in full force and effect.

In witness whereof, I have hereunto set my hand and affixed the official seal of the corporation this _____ day of _____, 20___.

_____

(Name/Title)

FHWA FORM 1273

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

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

ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

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

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

II. NONDISCRIMINATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Training and Promotion:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

1. Minimum wages

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

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

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

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

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

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

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

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

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

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

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

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

2. Withholding

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

3. Payrolls and basic records

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

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

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

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

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

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

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

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

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

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

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

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

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

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

b. Trainees (programs of the USDOL).

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

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

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

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

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

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

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

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

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

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

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

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

10. Certification of eligibility.

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

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

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

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

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

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

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

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

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

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

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

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Instructions for Certification – First Tier Participants:

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

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

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

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

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

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

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

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

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

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

* * * * *

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

* * * * *

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

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

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

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 6
PUBLIC CONSTRUCTION BOND
(Payment and Performance)

By this bond, we _____, having its principal place of business at _____, (___)___-____, herein called Principal, and _____, having its principal place of business at _____, (___)___-___,a corporation as Surety, are bound to Brevard County, Florida, 2725 Judge Fran Jamieson Way, Viera, Florida, 32940, (321) 633-2000, 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 the contract number ____ dated _____, 20__ between Principal and Owner for construction of the John Rodes Blvd. Sidewalk which consists of the construction of new sidewalk along the west side of John Rodes Blvd. from Eau Gallie Blvd. to Aurora Road, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and

3. Pays 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

4. 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 action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2) and (10), Florida Statutes.

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

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 Board of County Commissioners 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: _____

SECTION 7
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. After the award to the Contractor, no deviation will be allowed from the Engineer of Record'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. 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. The provision on the order of priority of interpretation of the Contract Documents contained in the Special Conditions shall control with any ambiguity or inconsistency.

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 and Engineer of Record 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 and/or Engineer of Record shall be entitled to make such corrections therein and interpretations thereof as the Owner and/or Engineer of Record 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 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 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 refer 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, such 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 bid (or to such other office as the Contractor may from time to time designate to the Owner 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 printed copies and a PDF 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. The Contractor shall indicate review of these drawings by appropriate stamp denoting the Contractor's approval. Shop drawings submitted to the Owner without this stamp will be returned without action. After the Contractor's review, the Contractor shall submit shop drawings to the Owner 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 drawings, specification reference, and location at which materials or equipment are to be installed in the work.

5.3 Shop drawings shall be submitted with 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 Engineer of Record shall review shop drawings for general design and arrangement with reasonable promptness (a maximum of 14 days – 2 days for processing to Engineer of Record – 10 days for review by Engineer of Record – 2 days for processing to Contractor), making desired corrections. The Engineer of Record'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 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 Engineer of Record and file with the Owner the corrected shop drawings.

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 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 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 who are considered by the Owner 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 for, and obtain the Owner'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 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 of Record shall specify an equal which will be satisfactory to the Engineer of Record, 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 of Record in evaluating the proposed substitute. The Owner may require the Contractor to furnish at the Contractor's expense additional data about the proposed substitute.

8.10 The Engineer of Record and/or Owner will be allowed a reasonable time within which to evaluate each proposed substitute. The Engineer of Record 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 and the Engineer of Record'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 and Engineer

of Record on all such questions of equality shall be final and binding upon the Contractor and (3) in event of any adverse decision made by Owner and/or Engineer of Record, no claim of any sort by the Contractor shall be made or allowed against the Engineer of Record 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 of Record will record time required by the Engineer of Record and any Engineer of Record's consultants in evaluating substitutions proposed by the Contractor and in making modifications in the Contract Documents occasioned thereby. Whether or not the Engineer of Record accepts a proposed substitute, the Contractor shall reimburse the Owner for the charges of the Engineer of Record and any Engineer of Record'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 ensure 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; 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 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 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 by the Contractor and present when work is being performed, irrespective of any work being done by any subcontractor hired by the Contractor.

11.2 The Contractor shall designate the superintendent on the job to the Owner 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 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 at the sole discretion of the Owner and/or Engineer of Record.

11.3 The Contractor shall assign personnel who have successfully completed training programs and are certified as a Competent Person, Confined Space Entry Supervisor and a Temporary Traffic Control (T.T.C.) Advanced Certification for the Worksite Traffic Supervisor, 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 by the Owner. 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 In any and all claims against the Owner or the Engineer of Record 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 Workers' Compensation

Acts, Disability Benefit Acts or other employee benefit acts.

11.6 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.

11.7 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 As soon as practicable after contract execution, the Owner shall arrange a conference with the Contractor. The Owner shall notify:

- Contractor
- Subcontractors
- Contractor and subcontractor EEO personnel
- Resident Compliance Specialist
- FDOT District LAP Administrator or designee
- FDOT Resident Compliance Specialist (District oversight)
- FDOT District Materials Office
- FDOT District Operations Center
- United States DOT Office of Inspector General* representatives
- United States Department of Labor (USDOL)* representatives
- Emergency Services Providers
- Transit Providers
- Utilities Providers, and
- Other interested and involved parties

The purpose of the conference is to discuss the project plans and specifications, any unusual conditions, federal or state requirements, EEO requirements, environmental commitments, and any other items that will result in a better understanding among the involved Parties. In addition, the Contractor will discuss the schedule of operation, type and adequacy of equipment, sources of labor and labor requirements, maintenance of traffic, and precautions for the safety of employees and the public.

12.2 Seven 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) List of subcontractors to include type and value of work
(e) Quality Control Plan
(f) Preliminary Stormwater Pollution Prevention Plan (S.W.P.P.P.)

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.

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 F.D.O.T. Standard Plans) 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 The Owner 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 (N.P.D.E.S.) 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 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, 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, 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.

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. OBSERVATION OF THE WORK

16.1 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.

16.2 After written authorization to proceed with the work, the Owner and the Engineer of Record and their employees, consultants, and representatives 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.

(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.

16.3 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 perform its duties under the Contract Documents, or 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. RESIDENT CONSTRUCTION MONITOR

17.1 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.

17.2 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 Owner or the Engineer of Record, or to delay the Contractor by failure to observe the materials and work with reasonable promptness.

17.3 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.

17.4 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.

18. DEFECTIVE WORK

18.1 If at any time, any defects shall be found prior to final acceptance of the work or materials, the Owner shall provide written notice to the Contractor giving the Contractor a cure period. Although the defects may have been overlooked by the Owner or may have been the result of damage from any cause, the Contractor shall promptly correct such defects, remove and dispose of all defective or unsatisfactory work or materials,

18.2 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 shall under these conditions 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.

18.3 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.

18.4 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. Nothing in this Section removes in any way the Contractor's control over its means and methods.

19. ALTERATIONS OR MODIFICATIONS IN DRAWINGS AND SPECIFICATIONS

19.1 The right is reserved for the Owner 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 of Record may consider necessary or desirable to complete the proposed work to the Engineer of Record'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 bid, 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 will be correspondingly modified, if the Contractor so requests, before commencing the work attributable to such alterations or modifications.

20. SUBCONTRACTORS

20.1 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 percent of work.

20.2 The Contractor shall not award any work to any subcontractor without prior written approval of the Owner. The Contractor shall be required to submit a sublet list which includes the subcontractor name, tier, type and

value of the sublet work. The Contractor shall utilize the F.D.O.T. Form No. 700-010-36, Certification of Sublet Work and a schedule showing the appropriate pay items to be sublet. Any changes to the sublet work shall require the Contractor to submit a revised sublet list 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 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.

20.3 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.

21. SEPARATE CONTRACTS

21.1 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.

21.2 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 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.

21.3 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 any discrepancy between the executed work and the Drawings.

22. DISTRIBUTION OF WORK

22.1 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 an arbitrator to establish subcontract limits between Contractor and Subcontractor.

22.2 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.

23. SCOPE OF PAYMENT AND PAY QUANTITY

23.1 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.

23.2 The prices stated in the bid 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.

23.3 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 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.

24. BASIS OF PAYMENT

24.1 The basis of payment shall be the Contract Unit Prices and/or Contract Lump Sum Price named in the Bid.

25. PARTIAL AND FINAL PAYMENTS

25.1 For the purpose of preparing a monthly estimate for partial payment, the Owner 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 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, as directed. Such submittal constitutes request for payment by Contractor. The five percent 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-five percent, 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 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.

25.2 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 and Engineer of Record shall promptly examine the work, the job area (which includes haul roads for damages from heavy loads), and making such tests as the Owner and Engineer of Record 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 of Record shall then inform the Owner in writing that the Engineer of Record 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 of Record recommends acceptance and final payment to the Contractor. However, it is agreed by the Owner and the Contractor that such statement by the Engineer of Record 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 of Record or the Owner liable for any faulty work done or materials used by the Contractor.

25.3 The Owner 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 Engineer of Record will report such estimate to the Owner together with the Engineer of Record's recommendation as to the acceptance of the work or the Engineer of Record's findings as to any deficiencies therein. Such recommendation as to the acceptance of the work by the Engineer of Record will be made to the Engineer of Record'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 days after approval of the 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.

25.4 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.

25.5 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.

25.6 If during the final inspection, the Owner 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'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.

25.7 The Owner may make final payment retainage releases when all of the

contract work has been completed, the As-Built Survey Drawings 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.

25.8 The Owner may issue joint checks to the Contractor and the Subcontractors when deemed appropriate by the Owner.

26. MEASUREMENT AND PAYMENT

26.1 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 Bid.

26.2 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.

27. AFFIDAVIT AND RELEASE OF LIEN

27.1 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.

27.2 These documents will be furnished to the Owner on those forms which appear on the following pages.

CERTIFICATION OF CONTRACTOR

According to the best of my knowledge and belief, I certify that all items and amounts shown on Application for Payment No. _____ are correct, that all work has been performed and/or materials supplied in full accordance with the terms and conditions of this Contract, dated _____, 20___, between Brevard County, Florida (Owner) and _____(Contractor)

I further certify that all just and lawful bills against the undersigned and the undersigned's subcontractors and suppliers for labor, material and equipment employed in the performance of this Contract have been paid in full accordance with their terms and conditions; that all taxes imposed by Chapter 212, Florida Statutes (Sales and Use Tax Act), as amended, have been paid and discharged; and that there are no Vendor's, Mechanic's or other Liens or rights to liens or conditional sales contracts which should be satisfied or discharged before such payment is made.

Date: _____ Contractor: _____

STATE OF _____
ss
COUNTY OF _____

Personally appeared before me this _____ day of _____, ____,

_____ known (or made known) to me to be the

_____
(Owner) (Partner) (Corporate Officer - Give Title)

of _____ Contractor(s), who subscribed and swore to the above instrument in my presence.

_____
Notary Public - type name

My commission number is:
My commission expires:

_____, 20___

The Contractor shall execute this Certificate and attach it to each Application for payment.

APPLICATION FOR PAYMENT

Brevard County Public Works Department
John Rodes Blvd. Sidewalk

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, as-builts, 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 John Rodes Blvd. Sidewalk.

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 PUBLIC CONSTRUCTION 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 Public Construction Bond (payment) for labor, services or materials furnished through (date) _____ on the project of Brevard County as described as: John Rodes Blvd. Sidewalk.

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

_____

Notary Public Name (typed or printed)

My Commission Expires:

WAIVER OF RIGHTS AGAINST PUBLIC CONSTRUCTION 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 as: John Rodes Blvd. Sidewalk 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

_____

Notary Public Name (typed or printed)

My Commission Expires:

28. MATERIALS STORED

28.1 No partial payment will be made for materials, supplies, or equipment stored.

29. CLEANUP

29.1 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.

29.2 In the event of delay exceeding two days after written notice is given to the Contractor by the Owner 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.

30. RECOVERY RIGHTS SUBSEQUENT TO FINAL PAYMENT

30.1 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.

31. GENERAL GUARANTEE

31.1 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 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.

SECTION 8
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 (F.D.O.T.) *Standard Specifications for Road and Bridge Construction*, dated July 2020, and the F.D.O.T. Standard Plans, Fiscal Year 2020-2021, 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 any required clarification in writing well in advance of actually needing the response (at least seven working days).

2.2 In the event of any conflicts or discrepancy between the Contract Documents, the governing order by priority of the documents shall be interpreted as follows:

a) Change Orders
b) Addenda (with those of later date having precedence over those of earlier date)
c) Contract
d) Special Conditions
e) Drawings
   - Roadway Plans
f) F.D.O.T. Standard Plans (Fiscal Year 2020-2021)
g) Supplemental Specifications
h) Brevard County Traffic Engineering Supplemental Specifications for Signalization and Highway Lighting
i) F.D.O.T. Standard Specifications July 2020
j) General Conditions
k) Bid Instructions

The Contractor voluntarily acknowledges to understand and follow the above order of priority for any and all conflicts or discrepancies in the Contract Documents.

3. REPRESENTATIVE FOR CONTRACT ADMINISTRATION

3.1 Notice is hereby served that Hanson Professional Services Inc. is the Engineer of Record 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. G.P.S. 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 as the work progresses, and copies shall be furnished to the 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 completion 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 Bid.

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 that 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 ten feet 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 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 inches 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 Invitation to Bid. 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 Contract 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 Engineer of Record 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 of Record 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. Any purported utility conflicts shall be included in these notification requirements.

(b) Required written notification shall be provided no later than twenty-four hours after discovery of aforementioned differing site conditions.

(c) Upon written notification, the Owner 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 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 is calculated on a Calendar Day basis. A Calendar Day is any day, including Saturdays, Sundays and holidays, and regardless of the weather conditions.

12.2 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 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 at least seventy-two 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 Engineer of Record and/or Owner's independent testing laboratory shall be calculated in accordance with the terms of their respective contracts with the Owner.

Each accumulated ten-hour segment of overtime work will deduct one calendar day from contract period.

12.3 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 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.

12.4 Night work must be approved by the Owner. A written request must be submitted to the Owner seventy-two 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 6:00 pm to 7:00 am or during the normal daylight work period as specified in the contract documents. At the request of the Owner, 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.

12.5 No work shall be performed on legal holidays of the Owner, which for the work shall be defined as follows:

Holiday	**Calendar Date**
New Year's Day	January 1
Martin Luther King Jr. Day	Third Monday in January
Memorial Day	Last Monday in May
Independence Day	July 4

Labor Day	1st 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

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.

12.6 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-hour work day, and any additional cost for testing. This cost will be deducted from the final Pay Estimate.

12.7 All Maintenance of Traffic plans shall be followed in the phases they are issued in accordance with the Engineer of Record unless approved in writing by Owner and Engineer for any alternate submission by the Contractor.

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. Shrinkage calculations shall be submitted to the Owner for approval prior to commencement of earthwork.

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 the Owner.

15. SIGNS, MAILBOXES, ETC.

15.1 Two 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 in writing promptly and accordingly. 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, and Gas Lines: Where any existing utility installation is in conflict with the installation of any 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 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 (I.T.S.): Where any existing I.T.S. installation is in conflict with the installation of drainage structures, roadway, swales or other utilities, the Contractor is to arrange, with the concerned I.T.S. owner(s), for the preservation, relocation or adjustment of their facilities. Such notice shall be provided to the I.T.S. owner at least thirty days prior to the date that work in the conflict area will commence. The Contractor shall closely coordinate all construction exposing the I.T.S. facilities in conflict. The cost to preserve the existing I.T.S. 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 right of 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 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. Such duty of coordination by the Contractor shall require the utmost due diligence and communications, including meetings, with the 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 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 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 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 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) St. Johns River Water Management District (S.J.R.W.M.D.) Consumptive Use Permit
(b) State of Florida Department of Environmental Protection Generic Permit for Stormwater Discharge from Large and Small Construction Activities (National Polllutant Discharge Elimination System (N.P.D.E.S.) Notice of Intent (N.O.I.).
(c) Any permit for explosives, if applicable.

21.2 The Owner has obtained the following permits:

(a) St. Johns River Water Management District Environmental Resource Permit Exemption

21.3 The Contractor shall follow all conditions of these permits relating to the

construction of the project.

21.4 Unintentional Interactions with Protected Species: If the Contractor encounters any protected species during construction, they are to follow Local Agency Program (LAP) Division I Specification 7-1.4, July 2020 in Section 12 of the Contract Documents.

22. ROADWAY CONNECTIONS

22.1 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 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.

23. CLEAN DEBRIS DISPOSAL

23.1 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.

24. DISPOSITION OF DEBRIS

24.1 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.

24.2 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.

25. SEQUENCE OF OPERATIONS

25.1 The Owner shall have the option at the Preconstruction Conference of requiring the following sequence of activity:

(a) Clearing and Grubbing –During the first fifteen 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 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 8.

(c) The Contractor may request, in writing, that the Owner 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 Contactor 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.

25.2 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.

25.3 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. A 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.

25.4 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. AS-BUILT SURVEY DRAWINGS

26.1 During the entire construction operation, the Contractor shall maintain records on-site 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 Drawings 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, at PVIs and all other spot elevations shown on the drawings. Along with the as-built data, the as-built survey shall also include the design PVI elevations to allow for a direct comparison.

(3) Location of remaining and replaced survey monumentation, including property corners, benchmarks, and other control points.

(4) Signage and pavement markings, including the color and width all pavement markings. The survey shall show the distance between the nearest stop bar and any crosswalk.

(h) Stations and offsets, all structures (including power poles, etc.)

(i) Traffic Signals: signal poles, signal heads, controller cabinets and other permanent traffic control equipment.

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. Three 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.

26.2 No separate pay item is provided for As-Built Survey Drawings. The cost of which is incidental to the Contract.

27. SAMPLING AND TESTING

27.1 The Contractor shall provide for all required Quality Control (Q.C.) sampling and testing, as identified in Section 9 of the Contract Documents, for acceptance of work. Testing results are not required to be uploaded into F.D.O.T.'s MAC system. Payment for sampling and testing shall be considered incidental to the cost of the pay item being accepted.

27.2 The Owner shall provide for all required Verification Testing as identified in the F.D.O.T. Standard Specifications for verification of work.

27.3 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 Engineer of Record 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 Q.C. and Owner's testing labs and Construction Engineering Inspector, 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.

28. TRENCH SAFETY

28.1 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.

29. DEWATERING

29.1 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.

29.2 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 July 2020 F.D.O.T. 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.

29.3 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 (F.D.E.P.) 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 F.D.E.P. 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 F.D.E.P. upon request.

29.4 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.

29.5 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 years prior to bid date.

29.6 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.

29.7 It shall be the contractor's responsibility to coordinate with the regulatory agencies to determine which permits are applicable or required.

29.8 The contractor shall provide documentation of coverage under F.D.E.P., S.J.R.W.M.D. and State of Florida Environmental Health Services permits as required for dewatering activities to the County's project manager ten days prior to the start date of the planned dewatering activities

29.9 System Design: The Contractor shall be responsible for the design of the dewatering system.

29.10 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.

29.11 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.

29.12 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.

29.13 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.

29.14 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.

29.15 The Contractor is responsible for obtaining test borings and conducting other exploratory operations necessary for dewatering.

30. EXISTING CONDITIONS - VIDEO RECORDING

30.1 Contractor shall provide the Owner with one copy 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

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.

30.2 This video record shall be presented to the Owner within five 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.

31. LIMITS OF CONSTRUCTION

31.1 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.

32. CONTRACTOR'S SUPERVISION

32.1 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 during execution of the Contract. The Contractor's responsible person for supervision for emergencies shall speak and understand English.

33. CONTRACTOR'S RESPONSIBILITIES

33.1 The Owner, Engineer of Record 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.

34. CONTRACTOR'S DAILY CONSTRUCTION REPORTS

34.1 The Contractor is required to prepare a daily report of their account of the work performed. The daily report should at a minimum contain an accurate account of the number of employees and equipment on site and a detailed description of the work performed. The Contractor shall provide copies of all daily reports to the Owner on a weekly basis as a submittal. Upon review of the daily reports by the Owner for accuracy, the Owner will notify the Contractor of any discrepancies in writing.

Should the Contractor not submit daily reports as required above, such failure may be deemed a material breach to the Contract.

No separate cost item is provided for Contractor's Daily Construction Reports; the cost of which shall be incidental to the Contract.

35. RESIDENT CONSTRUCTION MONITOR

35.1 Owner shall provide a full-time qualified, Resident Construction Monitor, as Owner'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 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 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 assistant(s), shall in no way lessen the responsibility of the Contractor to perform work or provide materials which conform to the Contract Documents.

36. SAFETY AND HEALTH STANDARDS

36.1 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)

36.2 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.

37. PROTECTION OF PRIVATE PROPERTY

37.1 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.

38. MAINTENANCE OF DRAINAGE

38.1 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.

39. STAGING AREA

39.1 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 Contractor's proposed staging/storage area shall comply with the Endangered Species Act, Section 4F and Section 106 of the Code of Federal Regulations as outlined in Section 11, 7-1.4 and 7-1.8 of the Contract Documents.

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.

40. PROJECT SIGNS

40.1 Two 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 inches tall and extend across the width of the sign. No lettering on the sign shall be less than 2.5 inches tall.

The sign shall contain the following:

(a) Project name and contract amount

(b) Owner, Engineer of Record, 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 is incidental to the contract.

41. ADJUSTMENTS TO INLETS, MANHOLE TOPS, AND OTHER STRUCTURES

41.1 It will be the Contractor's responsibility to ensure 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 F.D.O.T. Standard Specification.

41.2 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 ensure that compliance with all tolerances is attained.

41.3 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 form.

42. ADJUSTMENTS OF UTILITY CASTINGS, COVERS AND BOXES

42.1 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.

42.2 The Contractor shall coordinate the utilities to ensure proper construction sequencing. Contractor shall make available survey reference markers to the various utility companies.

43. PAYMENT FOR UTILITIES

43.1 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.

43.2 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.

44. SALVAGE

44.1 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.

45. PRIME CONTRACTOR'S WORK

45.1 The Prime Contractor shall perform, at a minimum, forty 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.

46. CONSTRUCTION SCHEDULE

46.1 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 sequence of operation requirements in the contract.

Show completion of the work within the contract time.

Allow fourteen calendar days after receipt by the Owner for concurrence of the schedule.

46.2 Preliminary Construction Schedule: Submit one printed copy and one PDF of the preliminary construction schedule at least seven calendar days before the Preconstruction Conference to the Owner.

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 concurred by the Owner prior to the issuance of the Notice to Proceed.

46.3 Bar Chart Method (B.C.M.): Use the B.C.M. described below to develop the construction schedule for the total contract work. The construction schedule shall be developed using the B.C.M. utilizing Microsoft Project Software or equal.

The B.C.M. 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 additional plots parallel to the original time span plot. Use one space for revision of the planned time span, and one 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.

46.4 Schedule Updates:

Submit one copy and one electronic copy (PDF) of an updated construction schedule, including updated written narrative, with each month's Application for Payment and 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 B.C.M. 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.

46.5 Contractor's Responsibility.

Contractor shall:

(a) Determine the sequence of activities for the orderly progression of the Work. Ensure no conflicts with any scheduled activities and sequence of operation requirements in the Contract.

(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).

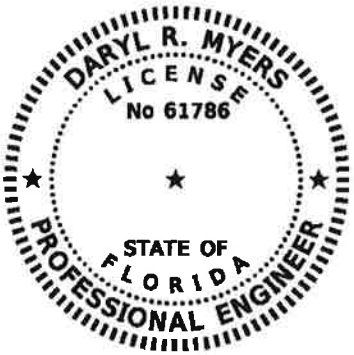
46.6 Work Plan:

The Contractor shall submit to the Owner a bi-weekly work plan identifying work items expected to be underway during the upcoming bi-weekly period. The work plan shall also indicate recently completed work items. These work items shall be discussed during scheduled construction progress meetings. The Contractor shall always control means and methods, but allow the Owner to provide input at bi-weekly meetings to activities to facilitate communications as to schedules, including maintenance of traffic.

46.7 No separate cost item is provided for construction schedules; the cost of which shall be incidental to the cost of the Contract.

[10/12/2020]

PREPARED BY: TT/DM/CS



Daryl R Myers Digitally signed by Daryl R Myers Date: 2020.11.12 15:00:41 -05'00'

SPECIFICATIONS PACKAGE

FINANCIAL PROJECT ID(S): 441449-1-58-01
FEDERAL FUNDS
DISTRICT FIVE
BREVARD COUNTY PUBLIC WORKS DEPARTMENT

The July 2020 edition of the Construction Details and Materials divisions (Division II & III) of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction are revised, as follows:

I hereby certify that this specifications package has been properly prepared by me, or under my responsible charge, in accordance with procedures adopted by the Florida Department of Transportation.

This item has been digitally signed and sealed by Daryl Myers on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Date:	10/12/2020
State of Florida, Professional Engineer, License No.:	61786
Firm Name:	Hanson Professional Services Inc.
Firm Address:	8075 Gate Parkway W. Ste 204
City, State, Zip Code:	Jacksonville, FL 32216
Certificate of Authorization Number:	7961
Page(s):	9-1 – 9-10

SECTION 9
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 (F.D.O.T.) Standard Specifications for *Road and Bridge Construction*, July 2020, except as amended and/or supplemented hereinafter. Reference to Section numbers hereinafter apply to the F.D.O.T. Standard Specifications sections. References within the F.D.O.T. Standard Specifications to Department or District shall be understood to mean the Owner or its appointed representative.

2. 101 MOBILIZATION

Section 101 Mobilization is hereby replaced by the following:

Perform preparatory work and operations in mobilizing for beginning work on the project, including, but not limited to, those operations necessary for the movement of personnel, equipment, supplies, and incidentals to the project site and for the establishment of temporary offices, buildings, safety equipment and first aid supplies, and sanitary and other facilities.

2.1 The work and incidental costs specified as being covered under Section 101 will be paid for at the contract lump sum price under the item of mobilization as follows:

Payment shall be made under:

Item 101-1- Mobilization - Per Lump Sum

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.

3. 102 MAINTENANCE OF TRAFFIC

All requirements of Section 102 Maintenance of Traffic shall be met except as modified below.

3.1 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), in accordance with the requirements outlined in 102-4 Alternate Traffic Control Plans.

3.2 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.

3.3 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.

3.4 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 three 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.

3.5 If drop-offs within the clear zone are greater than six inches 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 the F.D.O.T. Index 102 Series.

3.6 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 F.D.O.T. Specification 102, F.D.O.T. Standard Plans Index 102 Series and M.U.T.C.D. 2009 Specifications w/ 2012 Revisions. This shall include, but not be limited to, low profile barrier channelizing devices, crash cushions, portable changeable messages, temporary signalization and maintenance, temporary rumble strips, commercial material for driveway movement, preparation and implementation of the Temporary Traffic Control Plan, 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:

Item 102-1- Maintenance of Traffic - Per Lump Sum
Item 102-60 – Work Zone Sign – Per Each Day
Item 102-74-1 – Channelizing Device – Per Each Day

4. 104 PREVENTION, CONTROL AND ABATEMENT OF EROSION AND WATER POLLUTION

All requirements of Section 104 Prevention, Control and Abatement of Erosion and Water Pollution shall be met except as modified below.

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, F.D.O.T. 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 (N.P.D.E.S.) Construction Permit is required by the U.S. Environmental Protection Agency (E.P.A.) pursuant to 40 CFR Part 122.26. In Florida, the E.P.A. has delegated processing and approval of this permit to the Florida Department of Environmental Protection (F.D.E.P.). The N.P.D.E.S. Construction Permit requires preparation of a Stormwater Pollution Prevention Plan (S.W.P.P.P.). The S.W.P.P.P. 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 S.W.P.P.P. 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 S.W.P.P.P. prior to submittal to F.D.E.P. The Contractor shall obtain the N.P.D.E.S. 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 E.P.A.

4.5 Preconstruction Conference: Seven days prior to the Preconstruction Conference, the Contractor shall present preliminary S.W.P.P.P. as, 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 S.W.P.P.P. 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 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.

4.9 No additional compensation will be paid for temporary erosion control for features constructed or installed and maintained by contractor to comply with erosion control requirements.

Payment shall be made under:

Item 104-10-3 – Sediment Barrier – Per Linear Foot
Item 104-11 – Floating Turbidity Barrier – Per Linear Foot
Item 104-18 – Inlet Protection System – Per Each

5. 105 CONTRACTOR QUALITY CONTROL GENERAL REQUIREMENTS

All requirements of Section 105 Contractor Quality Control General Requirements shall be met except as modified below.

5.1 Delete Section 105-1.1.2 Databases.
Test results are not to be included in F.D.O.T.'s MAC system.

6. 110 CLEARING & GRUBBING

All requirements of Section 110 Clearing & Grubbing shall be met except as modified below.

6.1 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.

6.2 The work specifically covered under this Article consists of the removal and disposal of structures, pipes, flexible or concrete pavement, concrete sidewalk, 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.

Payment shall be made under:

Item 110-1-1 — Clearing and Grubbing – Per Lump Sum
Item 110-4-10 — Removal of Existing Concrete – Per Square Yard
Item 110-7-1 – Mailbox, Furnish & Install, Single – Per Each

7. 120 EXCAVATION AND EMBANKMENT

All requirements of Section 120 Excavation and Embankment shall be met except as modified below.

Payment shall be made under:

Item 120-1 – Regular Excavation – Per Cubic Yard
Item 120-6 – Embankment – Per Cubic Yard

8. 425 INLETS, MANHOLES, AND JUNCTION BOXES

All requirements of Section 425 Inlets, Manholes, and Junction Boxes shall be met except as modified below.

Payment shall be made under:

Item 425-1-521 – Inlet, Ditch Bottom, Type C, <10' – Per Each
Item 425-1-523 – Inlet, Ditch Bottom, Type C, J Bottom, <10' – Per Each
Item 425-1-541 – Inlet, Ditch Bottom, Type D, <10' – Per Each
Item 425-1-910 – Inlet, Closed Flume – Per Each
Item 425-5-1 – Manhole, Adjust, Utilities – Per Each

9. 430 PIPE CULVERTS

All requirements of Section 430 Pipe Culverts shall be met except as modified below.

Payment shall be made under:

Item 430-174-118 – Pipe Culvert, Optional Material, Round, 18" SD – Per Linear Foot
Item 430-174-124 – Pipe Culvert, Optional Material, Round, 24" SD – Per Linear Foot

10. 515 METAL PEDESTRIAN/BICYCLE RAILINGS, GUIDERAILS & HANDRAILS

All requirements of Section 515 Metal Pedestrian/Bicycle Railings, Guiderails and Handrails shall be met except as modified below.

Payment shall be made under:

Item 515-2-211 – Pedestrian/Bicycle Railing, Steel, 42" Type 1 – Per Linear Foot

11. 520 CONCRETE GUTTER, CURB ELEMENTS AND TRAFFIC SEPARATOR

All requirements of Section 520 Concrete Gutter, Curb Elements and Traffic Separator shall be met except as modified below.

Payment shall be made under:

Item 520-1-7 – Concrete Curb & Gutter, Type E – Per Linear Foot

12. 522 CONCRETE SIDEWALK

All requirements of Section 522 Concrete Sidewalk shall be met except as modified below:

12.1 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.

12.2 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.

12.3 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).

12.4 Cost of material at designated locations on the plans shall be included in cost of 6" concrete. No separate payment shall be made.

Payment shall be made under:
Item 522-2 – Concrete Sidewalk and Driveway, 6" Thick (3,000 PSI) (With Fiber) – Per Square Yard
Item 522-3 – Bus Boarding Pad - Concrete – Per Square Yard
Item 522-4 – Bus Shelter Pad - Concrete – Per Square Yard
Item 522-99 – Concrete Sidewalk and Driveway, 12" Thick (3,000 PSI) (With Fiber) – Per Square Yard

13. 527 DETECTABLE WARNINGS

All requirements of Section 527 Detectable Warnings on Walking Surfaces shall be met except as modified below.

Payment shall be made under:

Item 527-2 – Detectable Warnings – Per Square Foot

14. 536 GUARDRAIL

All requirements of Section 536 Guardrail shall be met except as modified below.

Payment shall be made under:

Item 536-73 – Guardrail Removal – Per Linear Foot

15. 570 PERFORMANCE TURF

All requirements of Section 570 Performance Turf shall be met except as modified below.

15.1 Sodding, water and fertilizer shall be in accordance with F.D.O.T. 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 percent weed- free, and green, for final acceptance by Owner.

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

15.3 The contractor is responsible for mowing at 6" height, weed whacking 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

16. 700 SINGLE POST SIGNS

All requirements of Section 700 Highway Signing, 705 Object Markers and Delineators, 706 Raised Retro-Reflective Pavement Markers and Bituminous Adhesive, and 709 Traffic Stripes and Markings – Two Reactive Components shall be met except as modified below.

16.1 All signs to be provided, relocated and/or replaced, as shown on the plans, shall be in conformance with F.D.O.T. Standard Plans Index 700-101 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.

16.2 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.

16.3 All pedestrian signing and pavement markings shall be installed at the same time.

Payment shall be made under:

Item 700-1-50 – Single Post Sign, Relocate – Per Assembly

17. 711 THERMOPLASTIC PAVEMENT MARKINGS

All requirements of Section 711 Thermoplastic Traffic Stripes and Markings shall be met except as modified below.

Payment shall be made under:

Item 711-11-123 – Thermoplastic, Std, White, Solid, 12" – Per Linear Foot
Item 711-11-125 – Thermoplastic, Std, White, Solid, 24" – Per Linear Foot
Item 711-15-101 – Thermoplastic, Std-Op, White, Solid, 6" – Per Gross Mile

SECTION 10
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) St. Johns River Water Management District Environmental Resource Permit Exemption

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

St. Johns River
Water Management District
Ann B. Shortelle, Ph.D., Executive Director

525 Community College Parkway S.E. • Palm Bay, FL 32909 • 321-984-4940
On the internet at www.sjrwmd.com.

November 20, 2019

Daryl R. Myers
Hanson Professional Services, Inc.
8075 Gate Pkwy W, Suite 204
Jacksonville, FL 32216-3685
Sent via email: dmyers@hanson-inc.com

Re: John Rodes Sidewalk, Exemption Verification: PDEX-009-159681-1
(Please reference the permit number/item number on all correspondence.)

Dear Mr. Myers:

On November 4, 2019 the St. Johns River Water Management District received your application, construction plans, and determination fee requesting an exemption verification for the above referenced project. Based on this submittal, the proposed project involves the construction of an 8 foot wide concrete sidewalk along the west side of John Rodes Boulevard from Eau Gallie Boulevard to Aurora Road in Melbourne, Florida. The proposed alignment is located within existing County owned right-of-way. Existing drainage patterns will be maintained during and after construction.

Pursuant to 62-330.051, Florida Administrative Code (F.A.C.), an Environmental Resource Permit is not required since the project meets the exemption requirements.

Please be advised that this determination only applies to the District and does not relieve you from the permitting requirements of other agencies.

Thank you for your cooperation with the permitting and compliance process. If you have any questions, please contact the District at (321) 409-2159 or by email at FIslam@sjrwmd.com.

Sincerely,

Chou Fang, Ph.D., P.E.
Supervising Professional Engineer
Division of Regulatory Services

CC: Regulatory file

Rachel Genera, Brevard County Public Works
Sent via email: Rachel.genera@brevardfl.gov

GOVERNING BOARD

Douglas Burnett, CHAIRMAN
ST. AUGUSTINE

Ron Howse, TREASURER
COCOA

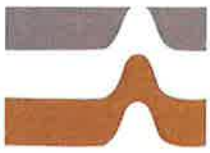
Douglas C. Bournique
VERO BEACH

Daniel Davis
JACKSONVILLE

Susan Dolan
SANFORD

SECTION 11
GEOTECHNICAL REPORTS

Subsurface Soil Exploration and
Geotechnical Engineering Evaluation
Proposed Sidewalk Improvements
John Rodes Boulevard
Melbourne, Florida



Ardaman & Associates, Inc.

CORPORATE HEADQUARTERS

8008 S. Orange Avenue, Orlando, FL 32809 - Phone: (407) 855-3860 Fax: (407) 859-8121

Branch Office Locations

Florida: Bartow, Cocoa, Fort Myers, Miami, Orlando, Port St. Lucie, Sarasota, Tallahassee, Tampa, West Palm Beach
Louisiana: Baton Rouge, Monroe, New Orleans, Shreveport

MEMBERS:

ASTM International
American Concrete Institute
Geoprofessional Business Association
Society of American Military Engineers
American Council of Engineering Companies

Ardaman & Associates, Inc.

Geotechnical, Environmental and
Materials Consultants

July 10, 2019
File No. 18-23-5281

Hanson Professional Services, Inc.
8075 Gate Parkway West
Jacksonville, Florida 32216

Attention: Mr. Clint Smith, PE

Subject: Subsurface Soil Exploration and
Geotechnical Engineering Evaluation
Proposed Sidewalk Improvements
John Rodes Boulevard
Melbourne, Florida
Hanson Project/Task No. 18L0077-9001

Dear Mr. Smith:

As requested and authorized by you, we have completed a shallow subsurface soil exploration for the subject project. The purposes of performing this exploration were to evaluate the general subsurface conditions within the sidewalk improvement areas and to provide recommendations for site preparation. In addition, we have estimated the normal seasonal high groundwater level at the boring locations. This report documents our findings and presents our engineering recommendations.

SITE LOCATION AND SITE DESCRIPTION

The site for the proposed sidewalk improvements consists of right-of-way areas along the west side of John Rodes Boulevard between Eau Gallie Boulevard on the south end and Aurora Road on the north end. This area is located in Melbourne, Brevard County, Florida (Sections 14 and 23, Township 27 South, Range 36 East). The general site location is shown superimposed on a composite of the Eau Gallie, Florida and Melbourne West, Florida USGS quadrangle maps presented on Figure 1.

The project site is currently mostly grassed and sparsely wooded areas adjacent to John Rodes Boulevard. An existing concrete sidewalk that will likely be removed is located within several areas on the project site.

PROPOSED CONSTRUCTION AND GRADING

It is our understanding that the proposed construction includes an 8-foot wide concrete sidewalk that will be installed along the west side of John Rodes Boulevard for a distance of approximately 4,400 lineal feet. Grading plans are not complete at this time, therefore we have assumed that less than 2 feet of fill is required to raise the sidewalk areas to final elevation. If actual fill height exceeds our assumptions, then the recommendations in this report may not be valid.

In addition, it is our understanding that shallow stormwater retention ponds and/or swales are being considered within the project site. As of the date of this exploration, the locations of the stormwater retention areas were not finalized.

REVIEW OF SOIL SURVEY MAPS

Based on the 1974 Soil Survey for Brevard County, Florida, as prepared by the U.S. Department of Agriculture Soil Conservation Service, the project site is located in an area mapped as the "Myakka sand" soil series. A description of this soil type, as obtained from the Soil Survey, is provided below.

Myakka sand (Mk):

"Myakka sand" is a nearly level, poorly drained sandy soil in broad areas in the flatwoods and in areas between sand ridges and sloughs and ponds. A representative profile of the soil consists of 22 inches of dark gray to gray sand followed by 13 inches of dark brown, weakly cemented sand. Below that is gray sand to a depth of 63 inches. In most years, the water table is within a depth of 10 inches for 1 to 4 months and between 10 and 40 inches for more than 6 months. In dry seasons it is below a depth of 40 inches. The soil is flooded for 2 to 7 days in 1 to 5 years.

FIELD EXPLORATION PROGRAM

Auger Borings

The field exploration program included performing 15 auger borings within the proposed sidewalk improvement areas. The auger borings were drilled using a truck-mounted, 4-inch diameter continuous flight auger or a 3-inch diameter, hand-held bucket auger to depths of 5 and 15 feet below the ground surface. A summary of this field procedure is included in Appendix I. Representative soil samples were recovered from the auger borings and transported to our laboratory for further analysis.

The groundwater level at each of the boring locations was measured during drilling. Upon completion, the borings were backfilled with soil cuttings.

Field Permeability Testing

A field permeability test was performed at three semi-random locations on the project site. Each field permeability test was performed by installing a solid-walled PVC casing snugly fit into a 4-inch diameter 3-foot deep auger borehole. The bottom of the pipe was open and raised 1 foot above the bottom of the borehole. The bottom 1 foot of the borehole was gravel-packed. The pipe was then filled to the top with water. The test was conducted as either a "constant head" test by measuring the quantity of water added over a 1-minute time period to maintain the water level at the top of casing level or as a "falling head" test where the drop in water level was recorded over 15-second time periods. The results of the field permeability tests are presented in the "Stormwater Retention Areas" Section of this report.

Test Locations

The approximate locations of the borings are schematically illustrated on an aerial photograph plan shown on Figure 2. These locations were determined in the field by estimating distances from existing site features and should be considered accurate only to the degree implied by the method of measurement used.

LABORATORY PROGRAM

Representative soil samples obtained during our field sampling operation were packaged and transferred to our laboratory for further visual examination and classification. The soil samples were visually classified in general accordance with the Unified Soil Classification System (ASTM D-2488). The resulting soil descriptions are shown on the soil boring profiles presented in Appendix II.

In addition, we conducted eight percent fines analyses (ASTM D1140) on selected soil samples obtained from the borings. The results of these tests are presented adjacent to the sample depth on the boring profiles in Appendix II.

Soil corrosion series tests were performed on two soil samples composited from the borings performed on the project site. A summary of the test samples and of the test results is presented in the following table.

Sample ID	Borings	Sample Depth (ft)	Resistivity (ohm-cm)	pH	Chloride Content (ppm)	Sulfate Content (ppm)
Comp-1	AB-1, AB-5, AB-6, AB-8	0 to 5	4,500	7.6	15	<1
Comp-2	AB-10, AB-11, AB-13, AB-14	0 to 5	3,010	7.2	45	<1

Based on the corrosion series test results presented in the table above, the soil samples that were tested would be classified as slightly aggressive to concrete and steel structures per FDOT criteria.

GENERAL SUBSURFACE CONDITIONS

General Soil Profile

The results of the field exploration and laboratory programs are graphically summarized on the soil boring profiles presented in Appendix II. The stratification of the boring profiles represents our interpretation of the field boring logs and the results of laboratory examinations of the recovered samples. The stratification lines represent the approximate boundary between soil types. The actual transitions may be more gradual than implied.

The soils encountered in the auger borings drilled on the project site consisted of fine sand (Unified Soil Classification SP), fine sand with silt (SP-SM), silty fine sand (SM), clayey fine sand (SC), and clay (CL, CH) to the termination depth of the deepest borings, 20 feet below ground surface. Various amounts of shell were encountered in the soil samples collected from Boring AB-

15 below a depth of 13 feet below existing ground surface. This soil profile is outlined in general terms only. Please refer to Appendix II for soil profile details.

Groundwater Level

The groundwater level was measured in the boreholes on the day drilled. As shown in Appendix II, groundwater was encountered in the borings at depths ranging from approximately 3.2 to 10 feet below existing ground surface on the date indicated. Fluctuations in groundwater levels should be anticipated throughout the year primarily due to seasonal variations in rainfall and other factors that may vary from the time the borings were conducted.

The absence of groundwater data at the location of Boring AB-9 indicates that groundwater was not encountered within the vertical reach of the boring on the date drilled. However, this does not necessarily mean that groundwater would not be encountered at some other time.

NORMAL SEASONAL HIGH GROUNDWATER LEVEL

The normal seasonal high groundwater level each year is the level in the August-September period at the end of the rainy season during a year of normal (average) rainfall. The water table elevations associated with a higher than normal rainfall and in the extreme case, flood, would be higher to much higher than the normal seasonal high groundwater level. The normal high water levels would more approximate the normal seasonal high groundwater levels.

The seasonal high groundwater level is affected by a number of factors. The drainage characteristics of the soils, the land surface elevation, relief points such as drainage ditches, lakes, rivers, swamp areas, etc., and distance to relief points are some of the more important factors influencing the seasonal high groundwater level.

In addition to evaluating the conditions above, we have reviewed annual precipitation data available from the Melbourne Office of the National Weather Service. Based on this data, the annual rainfall to date in Brevard County is approximately 25.2 inches, which is approximately 6.4 inches above normal for this time of year.

Based on our interpretation of the site conditions using our boring logs, we estimate the normal seasonal high groundwater level at the boring locations to be approximately 1 to 1½ feet above the groundwater levels encountered in the borings during this exploration.

ENGINEERING EVALUATION AND RECOMMENDATIONS

General

The results of our exploration indicate that, with proper site preparation as recommended in this report, the existing soils are suitable for construction of the proposed concrete sidewalk.

We note that fine sand and gravel were encountered in Boring AB-9 at depths ranging from existing ground surface to 2 feet below ground surface. If difficulties compacting the soil and gravel are encountered, it may be necessary to remove the fine sand and gravel and replace it with suitable backfill soil of the Unified Soil Classification SP or SP-SM.

The following are our recommendations for overall site preparation which we feel are best suited for the proposed sidewalk and existing soil conditions. The recommendations are made as a guide for the design engineer, parts of which should be incorporated into the project's specifications.

Stripping and Grubbing

The "footprint" of the proposed sidewalk area, plus a minimum margin of 3 feet, should be stripped of all surface vegetation, stumps, debris, asphalt, concrete, organic topsoil or other deleterious materials, as encountered. Buried utilities should be removed or plugged to eliminate conduits into which surrounding soils could erode.

After stripping, the site should be grubbed or root-raked such that roots with a diameter greater than ½ inch, stumps, or small roots in a dense state, are completely removed. The actual depth(s) of stripping and grubbing must be determined by visual observation and judgment during the earthwork operation.

It has been our experience that soils surrounding existing roadways sometimes contain pockets of construction debris or other deleterious materials requiring removal and replacement with compacted clean fine sands. Therefore, we strongly recommend that the stripped surface be inspected by Ardaman & Associates, Inc.

Proof-rolling

We recommend proof-rolling the cleared surface to locate any unforeseen soft areas or unsuitable surface or near-surface soils, to increase the density of the upper soils, and to prepare the existing surface for the addition of the fill soils (as required). Proof-rolling of the sidewalk area should consist of at least three passes of a compactor capable of achieving the density requirements described in the next paragraph. Each pass should overlap the preceding pass by 30 percent to achieve complete coverage. If deemed necessary, in areas that continue to "yield", remove all deleterious material and replace with clean, compacted sand backfill. The proof-rolling should occur after cutting and before filling.

A density equivalent to or greater than 95 percent of the modified Proctor (ASTM D-1557) maximum dry density value for a depth of 1 foot in the sidewalk area must be achieved beneath the stripped and grubbed ground surface. Additional passes and/or overexcavation and recompaction may be required if these minimum density requirements are not achieved. The soil moisture should be adjusted as necessary during compaction.

Care should be exercised to avoid damaging any neighboring structures while the compaction operation is underway. Prior to commencing compaction, occupants of adjacent structures should be notified and the existing condition (i.e. cracks) of the structures documented with photographs and survey (if deemed necessary). Compaction should cease if deemed detrimental to adjacent structures, and Ardaman & Associates should be notified immediately. Heavy vibratory compaction equipment should not be used within 200 feet of existing structures.

Suitable Fill Material and the Compaction of Fill Soils

All fill soil should be free of organic materials, such as roots and vegetation. We recommend using fill with less than 12 percent by dry weight of material passing the U.S. Standard No. 200 sieve size. The fine sand and fine sand with silt (Strata Nos. 1 and 2 as shown in Appendix II) are suitable for use as fill soil and, with proper moisture control, should densify using conventional compaction methods. Soils with more than 12 percent passing the No. 200 sieve (Strata Nos. 3 and 4) can be used in some applications, but will be more difficult to compact due to their inherent nature to retain soil moisture. The clay (Stratum No. 5) should not be used as fill material due to its moisture sensitivity and difficulty with compaction.

All structural fill should be placed in level lifts not to exceed 12 inches in uncompacted thickness. Each lift should be compacted to at least 95 percent of the modified Proctor (ASTM D-1557) maximum dry density value. The filling and compaction operations should continue in lifts until the desired elevation(s) is achieved. If hand-held compaction equipment is used, the lift thickness should be reduced to no more than 6 inches.

Our fill soil recommendations do not apply to the stormwater retention areas as the pond/swale designer should recommend types of fill, if any, in the stormwater pond/swale vicinity to be compatible with the design.

Dewatering

If the control of groundwater is required to achieve the necessary stripping, excavation, proof-rolling, filling, compaction, and any other earthwork, sitework, and/or subgrade preparation operations required for the project, the actual method(s) of dewatering should be determined by the contractor. Dewatering should be performed to lower the groundwater level to depths that are adequately below excavations and compaction surfaces. Adequate groundwater level depths below excavations and compaction surfaces vary depending on soil type and construction method, and are usually 2 feet or more. Dewatering solely with sump pumps may not achieve the desired results.

Stormwater Retention Areas

Auger Borings AB-2, AB-4, AB-7, AB-12, AB-15 were drilled to a depth of 20 feet below existing ground surface at semi-random locations in the project area. The purpose of these borings was to provide soil stratigraphy data and groundwater level data to be used in the preliminary evaluation of stormwater retention areas.

Soil Permeability

The fine sand and fine sand with silt (Strata Nos. 1 and 2 in Appendix II) are generally considered to be relatively permeable. The underlying silty fine sand, clayey fine sand, and clay (Strata Nos. 3 through 5) are likely less permeable than the fine sand and fine sand with silt and should be considered to be aquitards for pond/swale drawdown evaluation.

The results of the field permeability tests are presented in the following table:

Test Location	Test Depth (feet)	Measured Permeability (in/hr)
Perm-1/AB-2	2 to 3	10
Perm-2/AB-7	2 to 3	8
Perm-3/AB-12	2 to 3	2

It is noted that a suitable factor of safety should be used with the permeability values presented above. In addition, for the type of soil tested, a transformation ratio of 1 horizontal to 1 vertical is appropriate (i.e.; the estimated ratio of horizontal to vertical permeability).

For dry bottom retention ponds/swales, performance of the stormwater retention area will be significantly influenced by the soil permeability and the vertical separation between the pond/swale bottom and the seasonal high groundwater level.

QUALITY ASSURANCE

We recommend establishing a comprehensive quality assurance program to verify that all site preparation and sidewalk construction is conducted in accordance with the appropriate plans and specifications. Materials testing and inspection services should be provided by Ardaman & Associates.

As a minimum, an on-site engineering technician should monitor all stripping and grubbing to verify that all deleterious materials have been removed and should observe the proof-rolling operation to verify that the appropriate number of passes are applied to the subgrade. In-situ density tests should be conducted during filling activities and below all sidewalk areas to verify that the required densities have been achieved. In-situ density values should be compared to laboratory Proctor moisture-density results for each of the different natural and fill soils encountered.

Finally, we recommend inspecting and testing the construction materials for the concrete sidewalk.

CLOSURE

The analyses and recommendations submitted herein are based on the data obtained from the soil borings and permeability test locations presented on Figures 2 and in Appendix II. This report does not reflect any variations which may occur adjacent to or between the borings and permeability test locations. The nature and extent of the variations between the borings and permeability test locations may not become evident until during construction or additional exploration. If variations then appear evident, it will be necessary to re-evaluate the recommendations presented in this report after performing on-site observations during the construction period and noting the characteristics of the variations. This study does not include

an evaluation of the environmental (ecological or hazardous/toxic material related) condition of the site and subsurface.

This report has been prepared for the exclusive use of Hanson Professional Services, Inc. in accordance with generally accepted geotechnical engineering practices. In the event any changes occur in the design, nature, or location of the proposed sidewalk improvements, we should review the applicability of conclusions and recommendations in this report. We recommend a general review of final design and specifications by our office to verify that earthwork recommendations are properly interpreted and implemented in the design specifications. Ardaman & Associates should attend the pre-bid and preconstruction meetings to verify that the bidders/contractor understand the recommendations contained in this report.

We are pleased to be of assistance to you on this phase of the project. When we may be of further service to you or should you have any questions, please contact us.

Very truly yours,
ARDAMAN & ASSOCIATES, INC.
Certificate of Authorization No. 5950

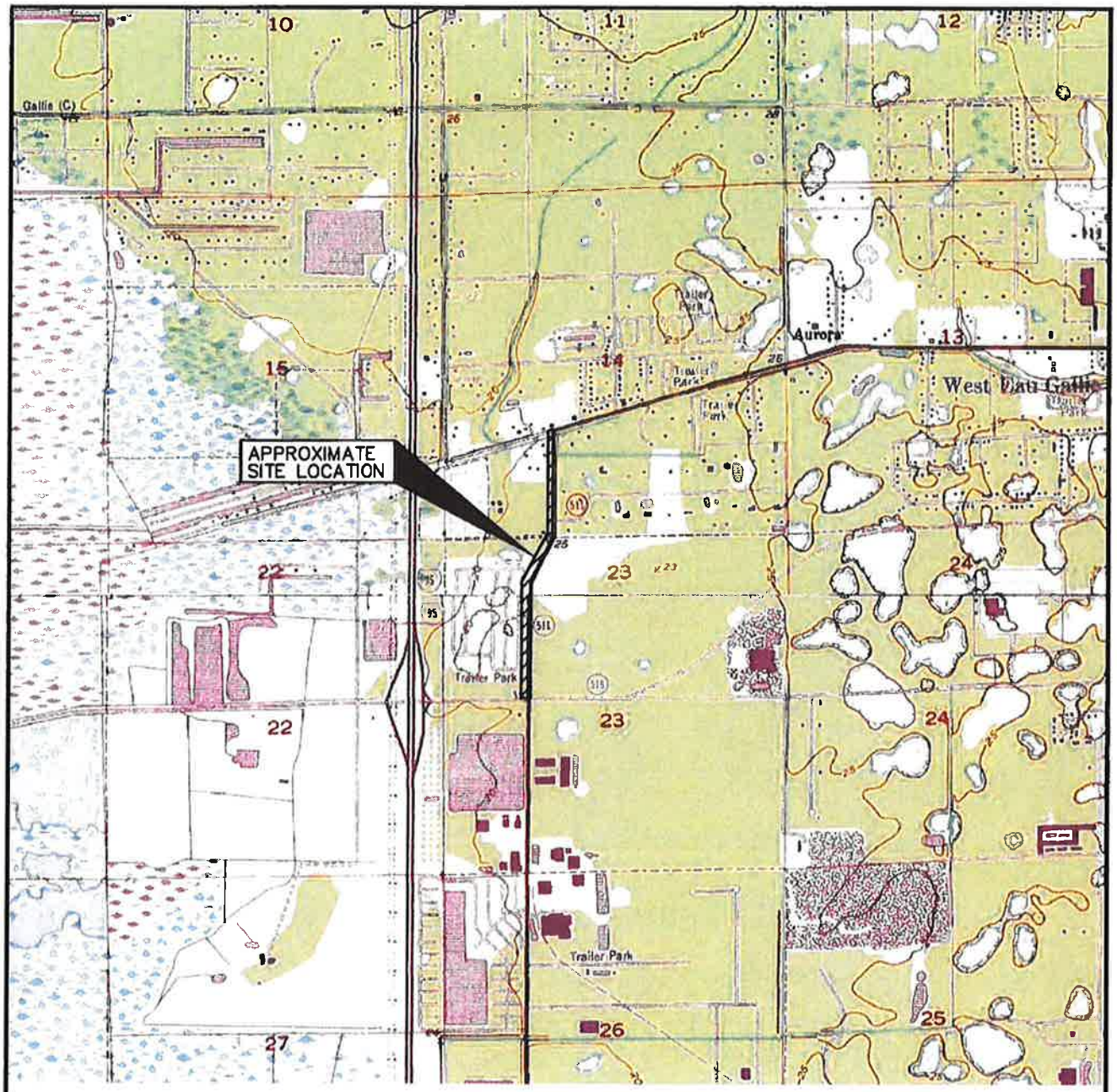
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Assistant Project Engineer

Jason P. Manning, P.E.
Branch Manager
7/10/19 Florida License No. 53265

DMC/JPM/dk

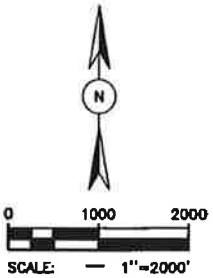
Jason P. Manning, P. E.
Digitally signed by: Jason P. Manning, P.E.
DN: CN = Jason P. Manning, P.E. email = jmanning@ardaman.com C = US OU = Ardaman and Associates
Date: 2019.07.10 13:16:59 -05'00'

JASON PARKER MANNING LICENSE No 53265 STATE OF FLORIDA PROFESSIONAL ENGINEER



SECTIONS 23,14
TOWNSHIP 27 SOUTH
RANGE 36 EAST

OBTAINED FROM U.S.G.S. QUAD MAP: EAUGALLIE AND MELBOURNE WEST, FLORIDA





QUADRANGLE LOCATION

SITE LOCATION MAP

Ardaman & Associates, Inc.
Geotechnical, Environmental and Materials Consultants

SUBSURFACE SOIL EXPLORATION
JOHN RODES BOULEVARD
SIDEWALK IMPROVEMENTS
MELBOURNE, FLORIDA

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LEGEND

AB AUGER BORING LOCATION

N

0 100 200

SCALE: 1"=200'

BORING LOCATION PLAN

Ardaman & Associates, Inc.
Geotechnical, Environmental and Materials Consultants

SUBSURFACE SOIL EXPLORATION
JOHN RODES BOULEVARD
SIDEWALK IMPROVEMENTS
MELBOURNE, FLORIDA

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APPENDIX I

Auger Boring Procedures

AUGER BORINGS

Auger borings are used when a relatively large, continuous sampling of soil strata close to ground surface is desired. A 4-inch diameter, continuous flite, helical auger with a cutting head at its end is screwed into the ground in 5-foot sections. It is powered by the rotating action of the Kelly bar of a rotary drill rig. The sample is recovered by withdrawing the auger out of the ground without rotating it. The soil sample so obtained, is classified and representative samples put in bags or jars and brought back to the laboratory for classification testing.

APPENDIX II

Soil Boring Profiles

LEGEND

SOIL DESCRIPTIONS



(1) FINE SAND (SP)
(2) FINE SAND WITH SILT (SP–SM)
(3) SILTY FINE SAND (SM)
(4) CLAYEY FINE SAND (SC)
(5) CLAY (CL,CH)

COLORS

(A) DARK GRAY OR DARK BROWN
(B) GRAYISH–BROWN
(C) LIGHT BROWN TO BROWN
(D) LIGHT GRAY TO GRAY

AB	AUGER BORING
GNE	GROUNDWATER NOT ENCOUNTERED ON DATE DRILLED
▽	GROUNDWATER LEVEL MEASURED ON DATE DRILLED
–200	PERCENT PASSING NO. 200 SIEVE SIZE (PERCENT FINES)(ASTM D–1140)
SP,SP–SM SM,SC,CH	UNIFIED SOIL CLASSIFICATION SYSTEM

ENGINEERING CLASSIFICATION

I COHESIONLESS SOILS

DESCRIPTION	BLOW COUNT "N"
VERY LOOSE	0 TO 4
LOOSE	4 TO 10
MEDIUM DENSE	10 TO 30
DENSE	30 TO 50
VERY DENSE	>50

II COHESIVE SOILS

DESCRIPTION	UNCONFINED COMPRESSIVE STRENGTH, QU, TSF	BLOW COUNT "N"
VERY SOFT	<1/4	0 TO 2
SOFT	1/4 TO 1/2	2 TO 4
MEDIUM STIFF	1/2 TO 1	4 TO 8
STIFF	1 TO 2	8 TO 15
VERY STIFF	2 TO 4	15 TO 30
HARD	>4	>30

WHILE THE BORINGS ARE REPRESENTATIVE OF SUBSURFACE CONDITIONS AT THEIR RESPECTIVE LOCATIONS AND FOR THEIR RESPECTIVE VERTICAL REACHES, LOCAL VARIATIONS CHARACTERISTIC OF THE SUBSURFACE MATERIALS OF THE REGION ARE ANTICIPATED AND MAY BE ENCOUNTERED. THE BORING LOGS AND RELATED INFORMATION ARE BASED ON THE DRILLER'S LOGS AND VISUAL EXAMINATION OF SELECTED SAMPLES IN THE LABORATORY. THE DELINEATION BETWEEN SOIL TYPES SHOWN ON THE LOGS IS APPROXIMATE AND THE DESCRIPTION REPRESENTS OUR INTERPRETATION OF SUBSURFACE CONDITIONS AT THE DESIGNATED BORING LOCATIONS ON THE PARTICULAR DATE DRILLED.

GROUNDWATER ELEVATIONS SHOWN ON THE BORING LOGS REPRESENT GROUNDWATER SURFACES ENCOUNTERED ON THE DATES SHOWN. FLUCTUATIONS IN WATER TABLE LEVELS SHOULD BE ANTICIPATED THROUGHOUT THE YEAR. ABSENCE OF WATER SURFACE DATA ON CERTAIN BORINGS IMPLIES THAT NO GROUNDWATER DATA IS AVAILABLE, BUT DOES NOT NECESSARILY MEAN THAT GROUNDWATER WILL NOT BE ENCOUNTERED AT THESE LOCATIONS OR WITHIN THE VERTICAL REACHES OF THESE BORINGS IN THE FUTURE.

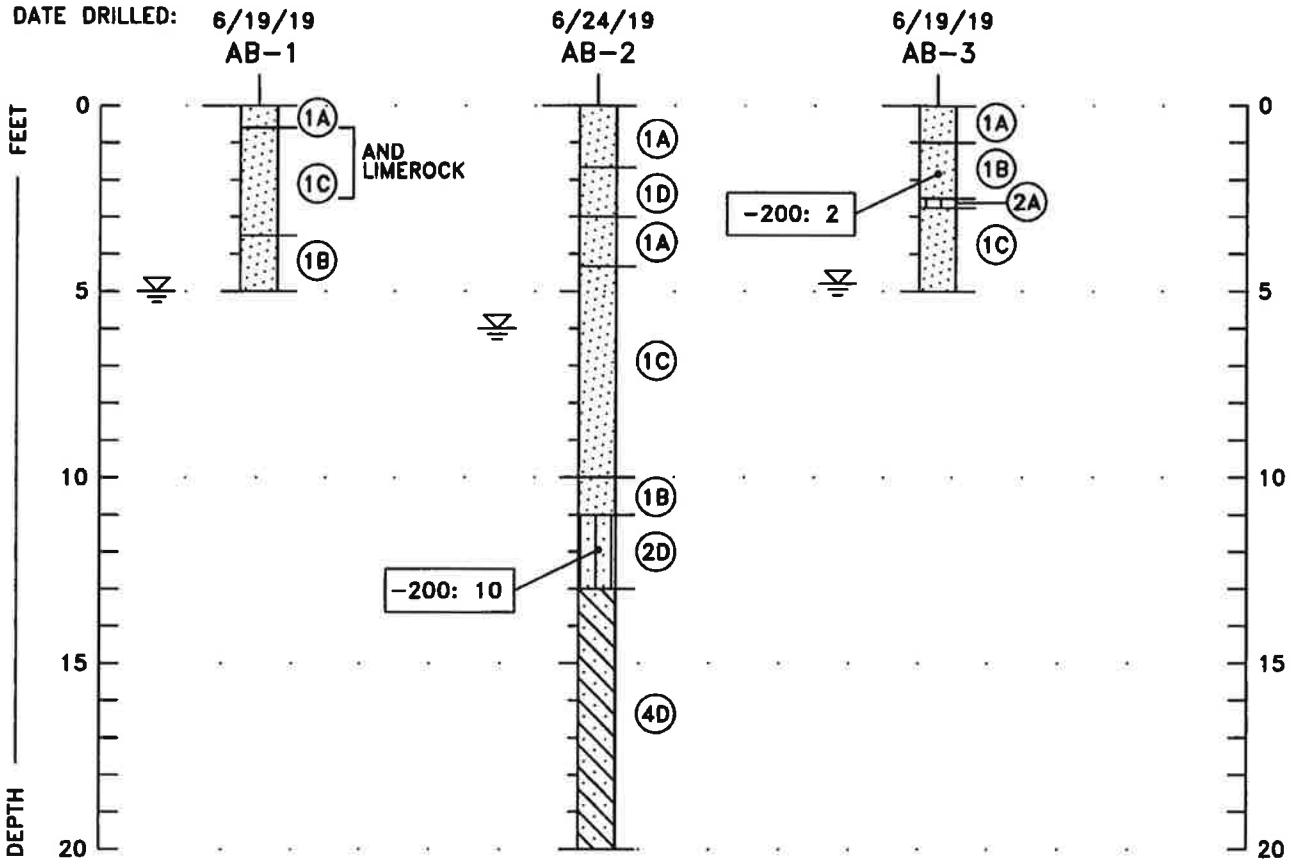
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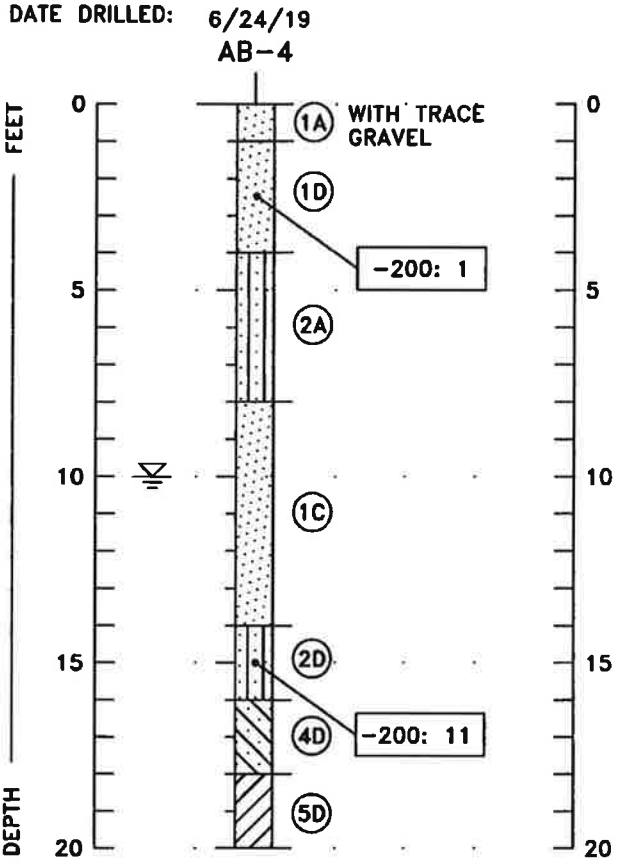
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Geotechnical, Environmental and Materials Consultants

SUBSURFACE SOIL EXPLORATION
JOHN RODES BOULEVARD
SIDEWALK IMPROVEMENTS
MELBOURNE, FLORIDA

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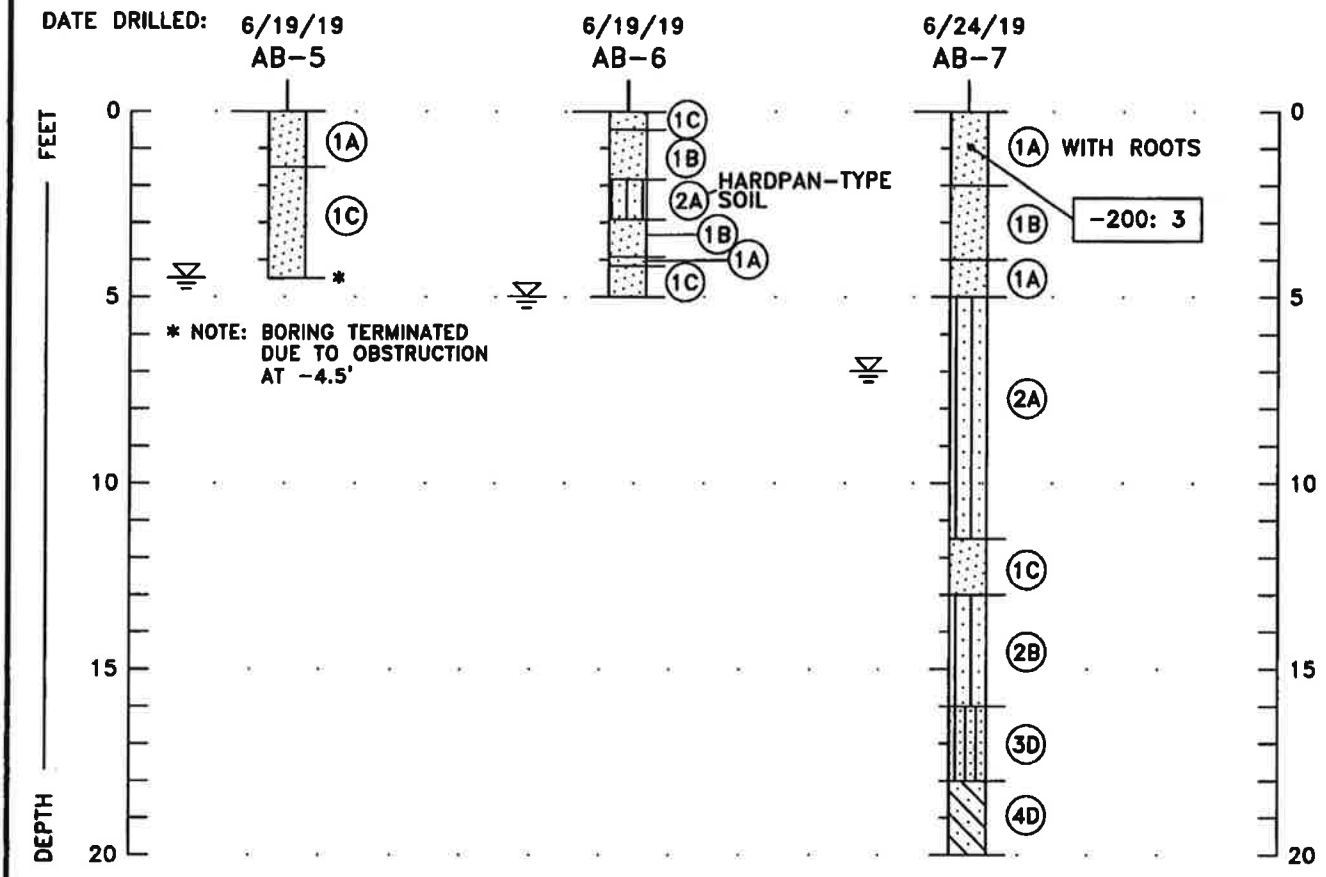
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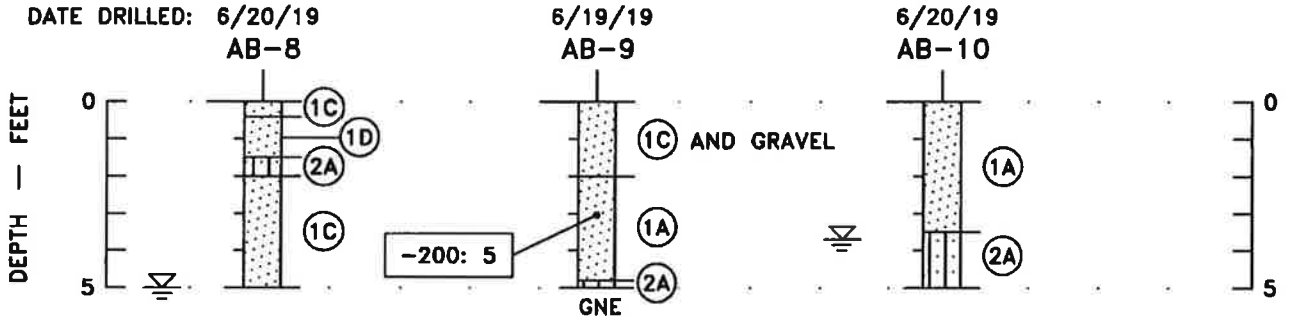
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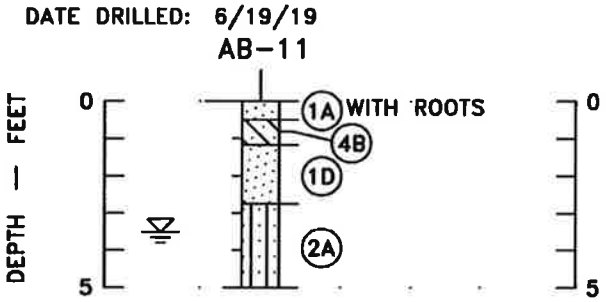
SUBSURFACE SOIL EXPLORATION
JOHN RODES BOULEVARD
SIDEWALK IMPROVEMENTS
MELBOURNE, FLORIDA

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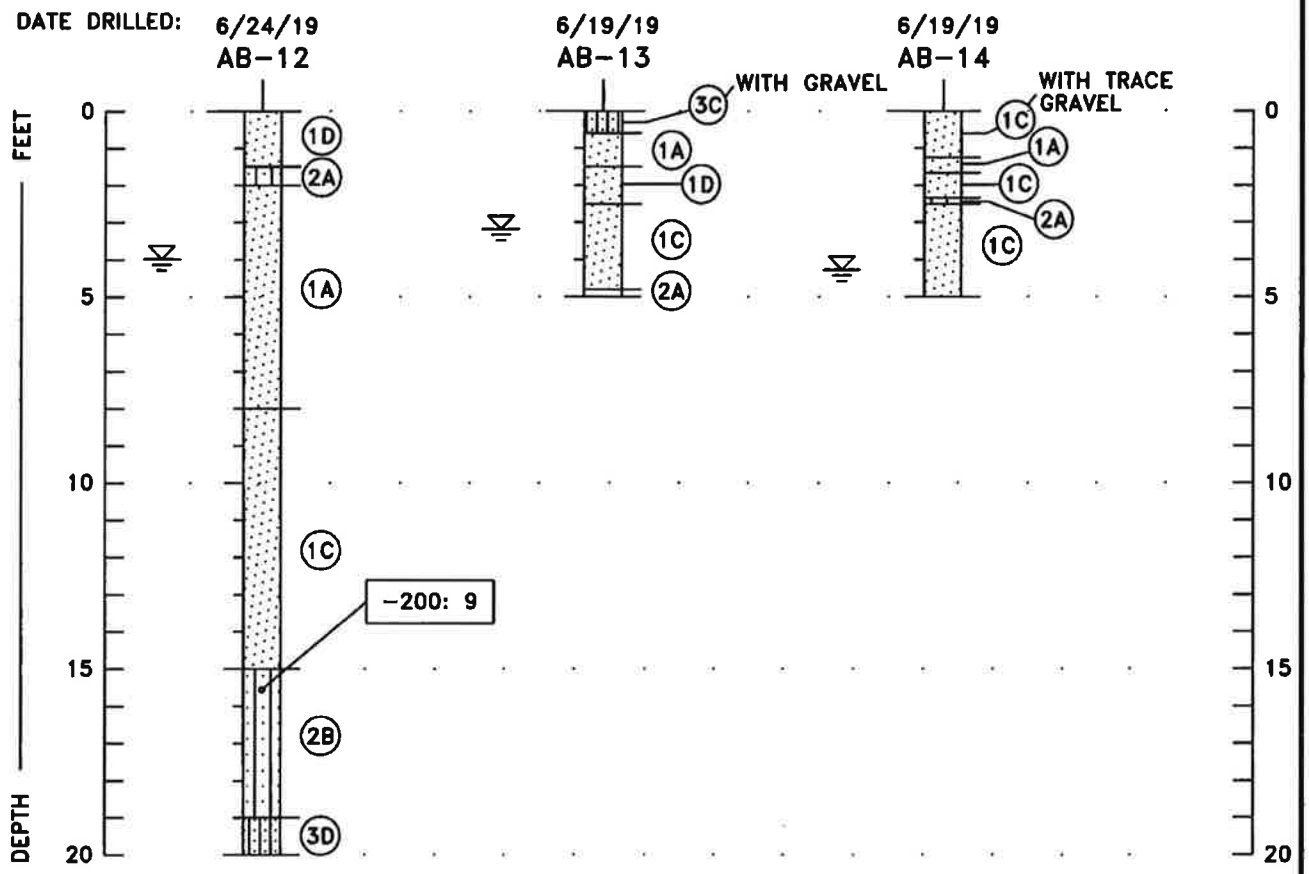
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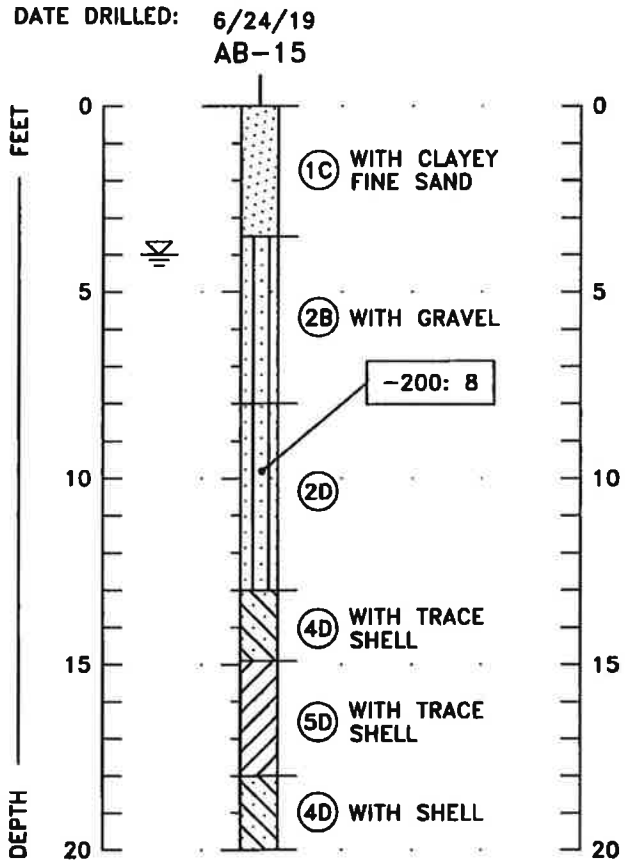
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JOHN RODES BOULEVARD
SIDEWALK IMPROVEMENTS
MELBOURNE, FLORIDA

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SOIL BORING PROFILES

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SUBSURFACE SOIL EXPLORATION
JOHN RODES BOULEVARD
SIDEWALK IMPROVEMENTS
MELBOURNE, FLORIDA

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SECTION 12
LAP DIVISION 1 SPECIFICATIONS

LAP DIVISION 1 SPECIFICATIONS (CLASS A, B, C).
(REV 2-17-20) (7-20)

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

Engineer: Rachel Gerena, P.E.

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. The Specialty Engineer may also provide designs and details, repair designs and details, or perform Engineering Analyses for items of the permanent work declared by the State Construction Office to be "minor" or "non-structural".

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.

SECTION 2 – PROPOSAL REQUIREMENTS AND CONDITIONS.

2-1 Prequalification of Bidders.

Except as noted below, prequalify with the Department to be eligible to bid. The Department publishes regulations covering prequalification of Bidders under separate cover.

The Department does not require the Bidder to be a prequalified Contractor if bidding construction contracts of $250,000 or less, or if constructing buildings. In addition, at its sole discretion, the Department may waive prequalification requirements on contracts of $500,000 or less.

For construction contracts requiring prequalification, file an application for qualification using the Department's online prequalification application system, giving detailed information with respect to financial resources, equipment, past record, personnel, and experience. For qualified applicants, the Department will issue a certificate fixing the types of work and the aggregate amount of work that the Department allows the prequalified Bidder to have under contract at any one time.

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit the following:

1. A bid on a Contract to provide any goods or services to a public entity.
2. A bid on a Contract with a public entity for the construction or repair of a public building or public work.
3. Bids on leases of real property to a public entity.

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime 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 F.S., for Category Two. All restrictions apply for a period of 36 months from the date of placement on the convicted vendor list.

All prequalified Contractors bidding on any Contract must certify their total dollar amount of Work Underway and submit Form 375-020-39 or a spreadsheet in a similar format prior to submitting a bid. This information must be submitted at least once during the month the bid is due via the "Work Underway" link in the Contractor Pre-Qualification System.

SECTION 4 –SCOPE OF THE WORK.

4-3 Alteration of Plans or of Character of Work.

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.

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.

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.

SECTION 6 – CONTROL OF MATERIALS.

6-1.3 Certification:

6-1.3.1 Manufacturer Material Certification: Submit material certifications for all materials to the Engineer for approval when required by the Specifications. Materials will not be considered for payment when not accompanied by a material certification. Sample material certification forms are available on the Department's website at the following URL: https://www.fdot.gov/materials/administration/resources/library/publications/certifications/sampleforms.shtm . Ensure that the material certification follows the format of the sample form, is submitted on the manufacturer's letterhead and is signed by a legally responsible person employed by the manufacturer.

6-5 Products and Source of Supply.

6-5.1 Source of Supply–Convict Labor (Federal-Aid Contracts Only): Do not use materials that were produced after July 1, 1991, by convict labor for Federal-aid highway construction projects unless the prison facility has been producing convict-made materials for Federal-aid highway construction projects before July 1, 1987.

Use materials that were produced prior to July 2, 1991, by convicts on Federal-aid highway construction projects free from the restrictions placed on the use of these materials by 23 U.S.C. 114. The Department will limit the use of materials produced by convict labor for use in Federal-aid highway construction projects to:

1. Materials produced by convicts on parole, supervised release, or probation from a prison or,
2. Materials produced in a qualified prison facility.

The amount of such materials produced for Federal-aid highway construction during any 12-month period shall not exceed the amount produced in such facility for use in such construction during the 12-month period ending July 1, 1987.

6-5.2 Source of Supply-Steel: Use steel and iron manufactured in the United States, in accordance with the Buy America provisions of 23 CFR 635.410, as amended. Ensure that all manufacturing processes for this material occur in the United States. As used in this specification, a manufacturing process is any process that modifies the chemical content, physical shape or size, or final finish of a product, beginning with the initial melting and continuing through the final shaping and coating. If a steel or iron product is taken outside the United States for any manufacturing process,

it becomes foreign source material. When using steel or iron materials as a component of any manufactured product (e.g., concrete pipe, prestressed beams, corrugated steel pipe, etc.), these same provisions apply. Foreign steel and iron may be used when the total actual cost of such foreign materials does not exceed 0.1% of the total Contract amount or $2,500, whichever is greater. These requirements are applicable to all steel and iron materials incorporated into the finished work, but are not applicable to steel and iron items that the Contractor uses but does not incorporate into the finished work. Submit a certification from the manufacturer of steel or iron, or any product containing steel or iron, stating that all steel or iron furnished or incorporated into the furnished product was produced and manufactured in the United States or a statement that the product was produced within the United States except for minimal quantities of foreign steel and iron valued at $ (actual cost). Submit each such certification to the Engineer prior to incorporating the material or product into the project. Prior to the use of foreign steel or iron materials on a project, submit invoices to document the actual cost of such material, and obtain the Engineer's written approval prior to incorporating the material into the project

SECTION 7 –LEGAL REQUREMENTS AND RESPONSIBILITIES TO THE PUBLIC.

7-1.1 Compliance with FHWA 1273: The FHWA-1273 Electronic version, dated May 1, 2012 is posted on the Department's website at the following URL address https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/programmanagement/implemented/urlinspecs/files/deo112468a91904c88e94148b94569982fdff3d2.pdf?sfvrsn=6b78d1d6_2
Take responsibility to obtain this information and comply with all requirements posted on this website up through five calendar days before the opening of bids.

Comply with the provisions contained in FHWA-1273.

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

7-1.3 Introduction or Release of Prohibited Aquatic Plants, Plant Pests, or Noxious Weeds: Do not introduce or release prohibited aquatic plants, plant pests, or noxious weeds into the project limits as a result of clearing and grubbing, earthwork, grassing and mulching, sodding, landscaping, or other such activities. Immediately notify the Engineer upon discovery of all prohibited aquatic plants, plant pests, or noxious weeds within the project limits. Do not move prohibited aquatic plants, plant pests, or noxious weeds within the project limits or to locations outside of the project limits without the Engineer's permission. Maintain all borrow material brought onto the project site free of prohibited aquatic plants, plant pests, noxious weeds, and their reproductive parts. Refer to Rule 5B-64 and Rule 5B-57, of the Florida Administrative Code for the definition of prohibited aquatic plants, plant pests, and noxious weeds.

7-1.4 Compliance with Federal Endangered Species Act and other Wildlife Regulations: The Federal Endangered Species Act requires that the Department

investigate the potential impact to a threatened or endangered species prior to initiating an activity performed in conjunction with a highway construction project. If the Department's investigation determines that there is a potential impact to a protected, threatened or an endangered species, the Department will conduct an evaluation to determine what measures may be necessary to mitigate such impact. When mitigation measures and/or special conditions are necessary, these measures and conditions will be addressed in the Contract Documents or permits.

In addition, in cases where certain protected, threatened or endangered species are found or appear within close proximity to the project boundaries, the Department has established guidelines that will apply when interaction with certain species occurs, absent of any special mitigation measures or permit conditions otherwise identified for the project.

These guidelines are posted at the following URL address: https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/programmanagement/implemented/urlinspecs/files/endangeredwildlifeguidelines.pdf?sfvrsn=e27baf3f_2.

Take responsibility to obtain this information and take all actions and precautions necessary to comply with the conditions of these guidelines during all project activities.

Prior to establishing any off-project activity in conjunction with a project, notify the Engineer of the proposed activity. Covered activities include but are not necessarily limited to borrow pits, concrete or asphalt plant sites, disposal sites, field offices, and material or equipment storage sites. Include in the notification the Financial Project ID, a description of the activity, the location of the site by township, range, section, county, and city, a site location map including the access route, the name of the property owner, and a person to contact to arrange a site inspection. Submit this notification at least 30 days in advance of planned commencement of the off-site activity, to allow for the Department to conduct an investigation without delaying job progress.

Do not perform any off-project activity without obtaining written clearance from the Engineer. In the event the Department's investigation determines a potential impact to a protected, threatened or endangered species and mitigation measures or permits are necessary, coordinate with the appropriate resource agencies for clearance, obtain permits and perform mitigation measures as necessary. Immediately notify the Engineer in writing of the results of this coordination with the appropriate resource agencies. Additional compensation or time will not be allowed for permitting or mitigation, associated with Contractor initiated off-project activities.

7-1.7 Insecticides, Herbicides and Fertilizers:

7-1.7.1 Insecticides and Herbicides: Use products found on the following website, http://state.ceris.purdue.edu/, approved by the Florida Department of Agriculture for the State of Florida. The use of restricted products is prohibited. Do not use any products in the sulfonylurea family of chemicals. Herbicide application by broadcast spraying is not allowed.

Procure any necessary licenses, pay all charges and fees, and give all notices necessary for lawful performance of the work.

Ensure that all insecticides and herbicides are applied in accordance with Chapter 5E-9, Florida Administrative Code. Provide a copy of current certificates upon request, to the Engineer.

Ensure that employees who work with herbicides comply with all applicable Federal, State, and local regulations.

Comply with all regulations and permits issued by any regulatory agency within whose jurisdiction work is being performed. Post all permit placards in a protected, conspicuous location at the work site.

Acquire any permits required for work performed on the rights-of-way within the jurisdiction of National Forests in Florida. Contact the Local National Forest Ranger District, or the United States Department of Agriculture (USDA) office for the proper permits and subsequent approval.

Acquire all permits required for aquatic plant control as outlined in Chapter 62C-20, Florida Administrative Code Rules of the Florida Department of Environmental Protection. Contact the Regional Field Office of Bureau of Invasive Plant Management of the Florida Department of Environmental Protection for proper permits and subsequent approval. If application of synthetic organo-auxin herbicides is necessary, meet the requirements of Chapter 5E-2, Florida Administrative Code.

7-1.7.2 Fertilizer: Ensure that all employees applying fertilizer, possess a current Florida Department of Agriculture and Consumer Services Commercial Applicator license in accordance with Section 482.1562, F.S. Upon request, provide a copy of current certificates to the Engineer.

7-1.8 Compliance with Section 4(f) of the USDOT Act: Section 4(f) of the USDOT Act prohibits the U. S. Secretary of Transportation from approving a project which requires the use of publicly owned land of a public park, recreation area or a wildlife and waterfowl refuge, or of any historic site of national, state, or local significance unless there is no prudent or feasible alternative to using that land and the program or project includes all possible planning to minimize the harm to the site resulting from the use.

Before undertaking any off-project activity associated with any federally assisted undertaking, ensure that the proposed site does not represent a public park, recreation area, wildlife or waterfowl refuge, or a historic site (according to the results of the Cultural Resources Survey discussed in 120-6.2). If such a site is proposed, notify the Engineer and provide a description of the proposed off-site activity, the Financial Project ID, the location of the site by township, range, section, a county or city map showing the site location, including the access route and the name of the property. It is the Contractor's responsibility to submit justification for use of Section 4(f) property that is sufficient for the Florida Department of Transportation and the Federal Highway Administration to make a Section 4(f) determination. Submit this notification sufficiently in advance of planned commencement of the off-site activity to allow a reasonable time for the Engineer to conduct an investigation without delaying job progress. Do not begin any off-project activity without obtaining written clearance from the Engineer.

7-16 Wage Rates for Federal-Aid Projects.

For this Contract, payment of predetermined minimum wages applies.

The U.S. Department of Labor (USDOL) Wage Rates applicable to this Contract are listed in table below, as modified up through ten days prior to the opening of bids.

Wage Rate Decision Number	Associated Work
FL20200159	Highway

Obtain the applicable General Decision(s) (Wage Tables) through the Department's Office of Construction website and ensure that employees receive the minimum compensation applicable. Review the General Decisions for all classifications necessary to complete the project. Request additional classifications through the Engineer's office when needed.

For guidance on the requirements for the payment of wages and benefits and the submittal of certified payrolls, and for general guidance and examples of multiple wage rates when assigned to a Contract, refer to the Department's Office of Construction website. Questions regarding wage rates and the applicability of wage tables should be submitted in accordance with 2-4.

"General Decision Number: FL20200159 01/03/2020

Superseded General Decision Number: FL20190159

State: Florida

Construction Type: Highway

County: Brevard County in Florida.

Does not include Cape Canaveral Air Force Station, Patrick Air Force Base, Kennedy Space Flight Center and Malabar Radar Site.

HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2020

* ELEC0915-004 12/01/2019

	Rates	Fringes
ELECTRICIAN	$ 30.01	39%+0.35

SUFL2013-020 08/19/2013

	Rates	Fringes
CARPENTER	$ 16.68	0.00
CEMENT MASON/CONCRETE FINISHER, Includes Form Work	$ 15.50	0.00
HIGHWAY/PARKING LOT STRIPING: Operator (Striping Machine)	$ 14.69	0.00

HIGHWAY/PARKING LOT STRIPING: Painter	$ 12.13	0.00
HIGHWAY/PARKING LOT STRIPING: Operator (Spray Nozzleman)	$ 11.94	4.02
INSTALLER - GUARDRAIL	$ 12.94	0.00
IRONWORKER, ORNAMENTAL	$ 13.48	0.00
IRONWORKER, REINFORCING	$ 15.38	0.00
IRONWORKER, STRUCTURAL	$ 16.42	0.00
LABORER (Traffic Control Specialist)	$ 11.94	0.00
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor	$ 14.05	0.00
LABORER: Common or General	$ 10.70	0.00
LABORER: Flagger	$ 13.09	0.00
LABORER: Grade Checker	$ 14.66	0.00
LABORER: Landscape & Irrigation	$ 11.04	0.00
LABORER: Mason Tender - Cement/Concrete	$ 12.58	0.00
LABORER: Pipelayer	$ 13.46	0.00
OPERATOR: Backhoe/Excavator/Trackhoe	$ 15.07	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader	$ 12.88	0.00
OPERATOR: Broom/Sweeper	$ 12.91	0.00
OPERATOR: Bulldozer	$ 14.98	0.00
OPERATOR: Concrete Finishing Machine	$ 15.44	0.00
OPERATOR: Crane	$ 22.04	0.00
OPERATOR: Curb Machine	$ 18.45	0.00
OPERATOR: Drill	$ 13.04	0.00
OPERATOR: Forklift	$ 10.43	0.00
OPERATOR: Gradall	$ 14.71	0.00
OPERATOR: Grader/Blade	$ 18.56	0.00
OPERATOR: Loader	$ 13.72	0.00
OPERATOR: Mechanic	$ 17.52	0.00
OPERATOR: Milling Machine	$ 18.56	0.00

OPERATOR: Oiler.....$ 16.67 0.00

OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....$ 14.19 0.00

OPERATOR: Piledriver.....$ 17.23 0.00

OPERATOR: Post Driver (Guardrail/Fences).....$ 15.97 0.00

OPERATOR: Roller.....$ 12.75 0.00

OPERATOR: Scraper.....$ 12.21 0.00

OPERATOR: Screed.....$ 14.87 0.00

OPERATOR: Tractor.....$ 13.41 0.00

OPERATOR: Trencher.....$ 14.25 0.00

PAINTER: Spray.....$ 19.57 0.00

TRAFFIC SIGNALIZATION:
Traffic Signal Installation.....$ 15.93 0.00

TRUCK DRIVER: Dump Truck.....$ 12.09 0.00

TRUCK DRIVER: Flatbed Truck.....$ 14.28 0.00

TRUCK DRIVER: Lowboy Truck.....$ 16.25 0.00

TRUCK DRIVER: Slurry Truck.....$ 11.96 0.00

TRUCK DRIVER: Water Truck.....$ 13.57 0.00

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

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7-24 Disadvantaged Business Enterprise Program.

~~**7-24.1 Disadvantaged Business Enterprise Affirmative Action Plan:** Prior to award of the Contract, have an approved Disadvantaged Business Enterprise (DBE) Affirmative Action Program Plan filed with the Equal Opportunity Office. Update and resubmit the plan every three years. No Contract will be awarded until the Department approves the Plan. The DBE Affirmative Action Program Plan is incorporated into and made a part of the Contract.~~

7-24.2 Required Contract and Subcontract DBE Assurance Language: In accordance with 49 CFR 26.13 (b), the Contract FDOT signs with the Contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance: "The Contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted Contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

1. Withholding monthly progress payments;
2. Assessing sanctions'
3. Liquidated damages; and/or
4. Disqualifying the Contractor from future bidding as non-responsible."

~~**7-24.3 Plan Requirements:** Include the following in the DBE Affirmative Action Program Plan:~~

~~1. A policy statement, signed by an authorized representative (president, chief executive officer, or chairman of the contractor), expressing a commitment to use DBEs in all aspects of contracting to the maximum extent feasible, outlining the various levels of responsibility, and stating the objectives of the program. Circulate the policy statement throughout the Contractor's organization.~~

~~2. The designation of a Liaison Officer within the Contractor's organization, as well as support staff, necessary and proper to administer the program, and a description of the authority, responsibility, and duties of the Liaison Officer and support staff. The Liaison Officer and staff are responsible for developing, managing, and implementing the program on a day-to-day basis for carrying out technical assistance activities for DBEs and for disseminating information on available business opportunities so that DBEs are provided an equitable opportunity to participate in Contracts let by the Department.~~

~~3. Utilization of techniques to facilitate DBE participation in contracting activities which include, but are not limited to:~~

~~a. Soliciting price quotations and arranging a time for the review of Plans, quantities, specifications, and delivery schedules, and for the preparation and presentation of quotations.~~

~~b. Providing assistance to DBEs in overcoming barriers such as the inability to obtain bonding, financing, or technical assistance.~~

~~c. Carrying out information and communication programs or workshops on contracting procedures and specific contracting opportunities in a timely manner, with such programs being bilingual where appropriate.~~

~~d. Encouraging eligible DBEs to apply for certification with the Department.~~

~~e. Contacting Minority Contractor Associations and city and county agencies with programs for disadvantaged individuals for assistance in recruiting and encouraging eligible DBE contractors to apply for certification with the Department.~~

7-24.4 DBE Records and Reports: Submit the following through the Equal Opportunity Compliance System:

1. DBE Commitments - at or before the Pre-Construction Conference.

2. Report monthly, through the Equal Opportunity Compliance System on the Department's Website, actual payments (including retainage) made to DBEs for work performed with their own workforce and equipment in the area in which they are certified. Report payments made to all DBE and Minority Business Enterprise (MBE) subcontractors and DBE and MBE construction material and major suppliers.

The Equal Opportunity Office will provide instructions on accessing this system. Develop a record keeping system to monitor DBE affirmative action efforts which include the following:

1. the procedures adopted to comply with these Specifications;
2. the number of subordinated Contracts on Department projects awarded to DBEs;
3. the dollar value of the Contracts awarded to DBEs;
4. the percentage of the dollar value of all subordinated Contracts awarded to DBEs as a percentage of the total Contract amount;
5. a description of the general categories of Contracts awarded to DBEs; and
6. the specific efforts employed to identify and award Contracts to DBEs.

Upon request, provide the records to the Department for review.

Maintain all such records for a period of five years following acceptance of final payment and have them available for inspection by the Department and the Federal Highway Administration.

7-24.5 Counting DBE Participation and Commercially Useful Functions: 49 CFR Part 26.55 specifies when DBE credit shall be awarded for work performed by a DBE. DBE credit can only be awarded for work actually performed by DBEs themselves for the types of work for which they are certified. When reporting DBE Commitments, only include the dollars that a DBE is expected to earn for work they perform with their own workforce and equipment. Update DBE Commitments to reflect changes to the initial amount that was previously reported or to add DBEs not initially reported.

When a DBE participates in a contract, the value of the work is determined in accordance with 49 CFR Part 26.55, for example:

1. The Department will count only the value of the work performed by the DBE toward DBE goals. The entire amount of the contract that is performed by

the DBE's own forces (including the cost of supplies, equipment and materials obtained by the DBE for the contract work) will be counted as DBE credit.

2. The Department will count the entire amount of fees or commissions charged by the DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services or for providing bonds or insurance specifically required for the performance of a Department-assisted contract, toward DBE goals, provided that the Department determines the fees to be reasonable and not excessive as compared with fees customarily followed for similar services.

3. When the DBE subcontracts part of the work of its contract to another firm, the Department will count the value of the subcontracted work only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.

4. When a DBE performs as a participant in a joint venture, the Department will count the portion of the dollar value of the contract equal to the distinct, clearly defined portion of the work the DBE performs with its own forces toward DBE goals.

5. The Contractors shall ensure that only expenditures to DBEs that perform a commercially useful function (CUF) in the work of a contract may be counted toward the voluntary DBE goal.

6. A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself.

7. Contractors wishing to use joint checks involving DBE credit must provide written notice to the District Contract Compliance Office prior to issuance of the joint check. The Contractor must also provide a copy of the notice to the DBE subcontractor and maintain a copy with the project records.

8. To determine whether a DBE is performing a commercially useful function, the Department will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and other relevant factors.

9. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation.

10. If a DBE does not perform or exercise responsibility for at least 30% of the total cost of its contract with its own workforce, or if the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, the DBE has not performed a commercially useful function.

7-24.6 Prompt Payments: Meet the requirements of 9-5 for payments to all DBE subcontractors.

7-26 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.

7-29 E-Verify.

The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

7-31 Title VI Assurance – DOT 1050.2A, Appendix A and Appendix E.

7-31.1 Appendix A: During the performance of this Contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

1. Compliance with Regulations: The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the US Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

2. Nondiscrimination: The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the basis of race, color, national origin or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including

employment practices when the Contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for subcontractors, including procurements of materials and equipment: In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, or sex.

4. Information and Reports: The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Florida Department of Transportation or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, order and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the Florida Department of Transportation, or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the Florida Department of Transportation shall impose such Contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

a. withholding of payments to the Contractor under the Contract until the Contractor complies, or

b. cancellation, termination or suspension of the Contract, in whole or in part.

6. Incorporation of Provisions: The Contractor shall include the provisions of this Appendix in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the Florida Department of Transportation or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the Florida Department of Transportation to enter into such litigation to protect the interests of the

Florida Department of Transportation, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

7-31.2 Appendix E: During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor" agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;

2. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired of Federal or Federal-aid programs and projects);

3. Federal-Aid Highway Act of 1973, (23 U.S.C § 324 et seq.), (prohibits discrimination on the basis of sex);

4. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;

5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);

6. Airport and Airway Improvement Act of 1982, (49 U.S.C. 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color national origins or sex);

7. The Civil Rights Restoration Act of 1987 (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

8. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

9. The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To

ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

12. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination based on sex in education programs, or activities (20 U.S.C. 1681 et seq.).

DBE Utilization

The Department began its DBE race neutral program January 1, 2000. **Contract specific goals are not placed on Federal/State contracts;** however, the Department has an overall 10.65% DBE goal it must achieve. In order to assist contractors in determining their DBE commitment level, the Department has reviewed the estimates for this letting.

As you prepare your bid, please monitor potential or anticipated DBE utilization for contracts. When the low bidder executes the contract with the Department, information will be requested of the contractor's DBE participation for the project. While the utilization is not mandatory in order to be awarded the project, continuing utilization of DBE firms on contracts supports the success of Florida's DBE Program, and supports contractors' Equal Employment Opportunity and DBE Affirmative Action Programs.

Any project listed as 0% DBE availability does not mean that a DBE may not be used on that project. A 0% DBE availability may have been established due to any of the following reasons: limited identified subcontracting opportunities, minimal contract days, and/or small contract dollar amount. Contractors are encouraged to identify any opportunities to subcontract to DBE's.

Please contact the Equal Opportunity Office at (850) 414-4747 if you have any questions regarding this information.

DBE Reporting

If you are the prime contractor on a project, enter your DBE participation in the Equal Opportunity Compliance system prior to the pre-construction or pre-work conference for all federal and state funded projects. This **will not** become a mandatory part of the contract. It will assist the Department in tracking and reporting planned or estimated DBE utilization. During the contract, the prime contractor is required to report actual payments to DBE and MBE subcontractors through the web-based Equal Opportunity Compliance (EOC) system.

All DBE payments must be reported whether or not you initially planned to utilize the company. In order for our race neutral DBE Program to be successful, your cooperation is imperative. If you have any questions, please contact EOOHelp@dot.state.fl.us.

Bid Opportunity List

The Federal DBE Program requires States to maintain a database of all firms that are participating or attempting to participate on FDOT-assisted contracts. The list must include all firms that bid on prime contracts or bid or quote subcontracts on FDOT-assisted projects, including both **DBE's and non-DBEs.**

Please complete the Bidders Opportunity List through the Equal Opportunity Compliance system within 3 business days of submission of the bid or proposal for ALL subcontractors or sub-consultants who quoted to you for specific project for this letting. The web address to the Equal Opportunity Compliance system is: https://www.fdot.gov/equalopportunity/eoc.shtm.

DBE/AA Plans

Contractors bidding on FDOT contracts are to have an approved DBE Affirmative Action Plan (FDOT Form 275-030-11B) on file with the FDOT Equal Opportunity Office before execution of a contract. DBE/AA Plans must be received with the contractors bid or received by the Equal Opportunity Office prior to the award of the contract.

Plans are approved by the Equal Opportunity Office in accordance with Ch. 14-78, Florida Administrative Code. Plans that do not meet these mandatory requirements may not be approved. Approvals are for a (3) three year period and should be updated at anytime there is a change in the company's DBE Liaison Officer and/or President. Contractors may evidence adoption of the DBE/AA Policy and Plan and/or a change in the designated DBE Liaison officer as follows:

- Print the first page of the document on company stationery ("letterhead") that indicates the company's name, mailing address, phone number, etc.
- Print the company's name in the "___" space; next to "Date" print the month/day/year the policy is being signed; record the signature of the company's Chief Executive Officer, President or Chairperson in the space next to "by" and print the full first and last name and position title of the official signing the policy.
- Print the DBE Liaison's full name, email address, business mailing address and phone number the bottom of email.

E-mail the completed and signed DBE AA Plan to: **eeoforms@dot.state.fl.us.**

The Department will review the policy, update department records and issue a notification of approval or disapproval; a copy of the submitted plan will not be returned to the contractor.

CONTRACT PLANS COMPONENTS

ROADWAY PLANS

BREVARD COUNTY PUBLIC WORKS

CONTRACT PLANS

FINANCIAL PROJECT ID 441449-1-58-01

FEDERAL FUNDS

FEDERAL AID NUMBER D520-054

BREVARD COUNTY

JOHN RODES BLVD. SIDEWALK

INDEX OF ROADWAY PLANS

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2	SUMMARY OF PAY ITEMS
3 - 6	TYPICAL SECTION
7	SUMMARY OF DRAINAGE STRUCTURES
8	PROJECT LAYOUT
9	PROJECT CONTROL
10	GENERAL NOTES
11 - 18	ROADWAY PLANS
19 - 21	DRAINAGE STRUCTURES
22	SPECIAL DETAILS
23 - 72	CROSS SECTIONS
73	STORMWATER POLLUTION PREVENTION PLAN
74	TEMPORARY TRAFFIC CONTROL PLANS

INDEX OF DRAWINGS*

TITLE

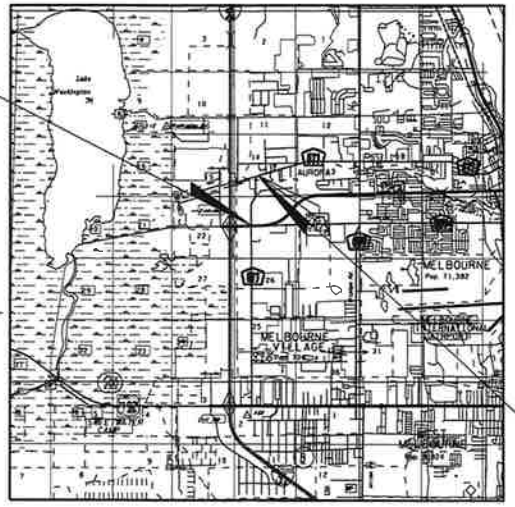
BUS SHELTER PAD EXHIBIT
PEDWAY CONSTRUCTION DETAILS
PEDWAY THICKENED EDGE DETAIL
HANDICAP RAMP DETECTABLE WARNING DETAIL
RESIDENTIAL CONCRETE DRIVEWAY DETAIL
STORMWATER PIPE INSTALLATION BACKFILL REQUIREMENTS

* INDEX OF DRAWINGS ARE FOR REFERENCE ONLY.

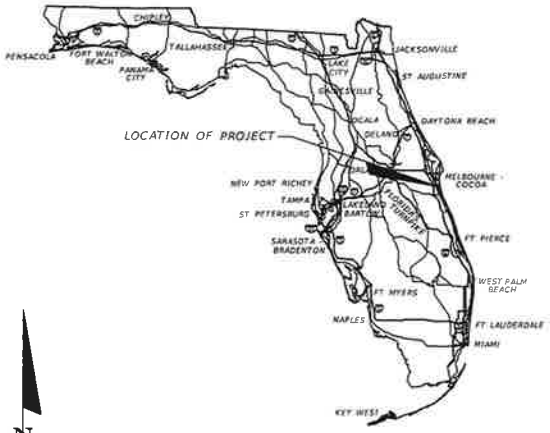
BEGIN PROJECT
STA. 32+11.18

R-36-E
R-37-E

T-27-S
T-28-S



END PROJECT
STA. 75+23.91



N

DARYL R. MYERS
LICENSE
No 61786
STATE OF FLORIDA
PROFESSIONAL ENGINEER

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY:

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

ROADWAY PLANS
ENGINEER OF RECORD:

DARYL R. MYERS, P.E. NO. 61786
HANSON PROFESSIONAL SERVICES INC.
8075 GATE PARKWAY WEST, SUITE 204
JACKSONVILLE, FL 32216-3685
(904) 737-0090
VENDOR NO. F-370844717-003
CERTIFICATE OF AUTHORIZATION NO. 7961

BREVARD COUNTY PUBLIC WORKS
PROJECT MANAGER:

ANNA HOANG-LOK, P.E.

GOVERNING STANDARD PLANS:

Florida Department of Transportation, FY2020-21 Standard Plans for Road and Bridge Construction and applicable Interim Revisions (IRs).

Standard Plans for Road Construction and associated IRs are available at the following website: http://www.fdot.gov/design/standardplans

APPLICABLE IRs:

GOVERNING STANDARD SPECIFICATIONS:

Florida Department of Transportation, July 2020 Standard Specifications for Road and Bridge Construction at the following website: http://www.fdot.gov/programmanagement/Implemented/SpecBooks

CONSTRUCTION CONTRACT NO.	FISCAL YEAR	SHEET NO.
_____	__	1

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

Brevard County Public Works

John Rodes Boulevard Sidewalk

PAY ITEM #	ITEM DESCRIPTION	UNIT	QUANTITY
0101-1	Mobilization 441449-1-58-01	LS	1
0102-1	Maintenance of Traffic 441449-1-58-01	LS	1
0102-60	Work Zone Sign	ED	3,574
102-74-1	Channelizing Device	ED	7,485
0104-10-3	Sediment Barrier	LF	4,158
0104-11	Floating Turbidity Barrier	LF	42
0104 -18	Inlet Protection System	EA	1
0110-1-1	Clearing & Grubbing	LS	1
0110-4-10	Removal of Exist Conc.	SY	548
0110-7-1	Mailbox, F&I Single	EA	4
0120-1	Regular Excavation	CY	764.8
0120-6	Embankment	CY	85.3
0425-1-521	Inlet, Dt Bot, Type C, <10'	EA	3
0425-1-523	Inlet, Dt Bot, Type C, JBOT, <10'	EA	1
0425-1-541	Inlet, Dt Bot, Type D, <10'	EA	1
0425-1-910	Inlets, Closed Flume	EA	1
0425-5-1	Manhole, Adjust, Utilities	EA	1
0430-174-118	Pipe Culv, Opt Matl, Round, 18"	LF	189
0430-174-124	Pipe Culv, Opt Matl, Round, 24"	LF	16
0515-2-211	Ped/Bicycle Railing, Stl, 42" Type 1	LF	43
0520-1-7	Concrete Curb & Gutter, Type E	LF	30
0522-2	Concrete Sidewalk and Driveway, 6" Thick (3,000 PSI) (With Fiber)	SY	3,672
0522-3	Bus Boarding Pad - 6" Concrete	SY	27
0522-4	Bus Shelter Pad - 6" Concrete	SY	22
0522-99	Concrete Sidewalk and Driveway, 12" Thick (3,000 PSI) (With Fiber)	SY	109
0527-2	Detectable Warnings	SF	187
0536-73	Guardrail Removal	LF	92
0570-1-2	Performance Turf, Sod	SY	4,911
0700-1-50	Single Post Sign, Relocate	AS	11
0711-11-123	Thermoplastic, Std, White, Solid, 12"	LF	576
0711-11-125	Thermoplastic, Std, White, Solid, 24"	LF	57
0711-15-101	Thermoplastic, Std, White, Solid, 6"	GM	0.001

ALTERNATE BID - CONCRETE UPGRADE

PAY ITEM #	ITEM DESCRIPTION	UNIT	QUANTITY
0522-1	Concrete Sidewalk (4" Thick) (2,500 PSI)	SY	3,427
0522-2	Concrete Sidewalk and Driveway (6" Thick) (2,500 PSI)	SY	354

PAY ITEM NOTE: COST OF EXIST. PAVT MARKING REMOVAL TO BE INCLUDED IN COST OF 0102-1 MAINTENANCE OF TRAFFIC

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REVISIONS			
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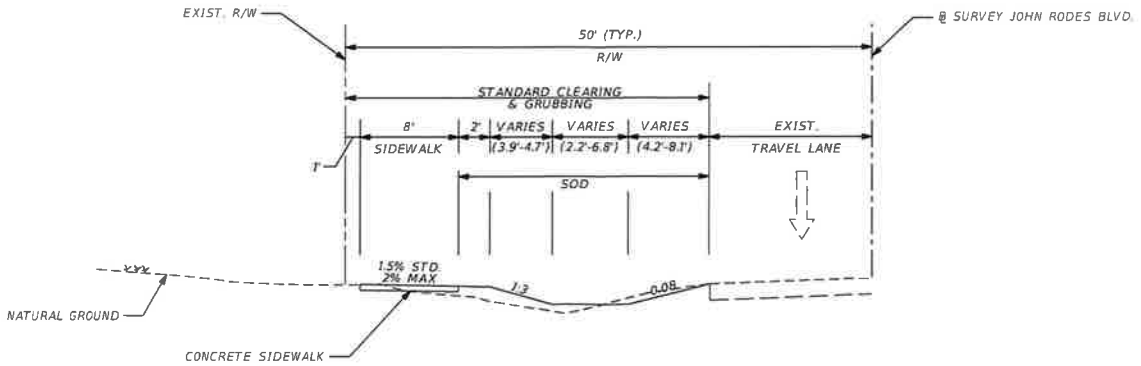
DARYL R. MYERS, P.E.
P.E. LICENSE NUMBER 61786
HANSON PROFESSIONAL SERVICES INC.
8075 GATE PARKWAY WEST, SUITE 204
JACKSONVILLE, FL 32216-3685
CERTIFICATE OF AUTHORIZATION 00007961

BREVARD COUNTY PUBLIC WORKS

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
CR 511	BREVARD	441449-1-58-01

SUMMARY OF PAY ITEMS

SHEET NO. 2



TYPICAL SECTION NO. 1
JOHN RODES BLVD.
STA. 32+11.18 TO STA. 33+90.00

DESIGN SPEED = 40 MPH

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

DARYL R. MYERS, P.E.
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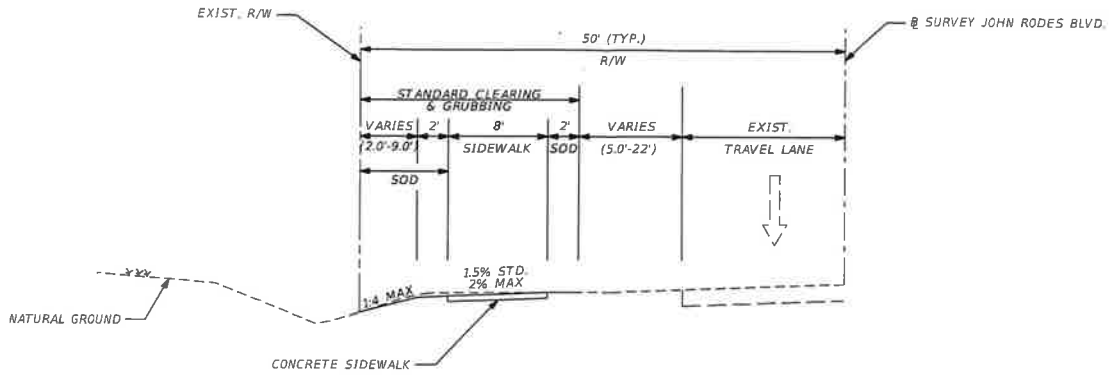
BREVARD COUNTY PUBLIC WORKS

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
CR 511	BREVARD	441449-1-58-01

TYPICAL SECTION

SHEET NO. 3

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TYPICAL SECTION NO. 2
JOHN RODES BLVD.
STA. 33+90.00 TO STA. 54+50.00
STA. 57+00.00 TO STA. 71+00.00
STA. 73+31.41 TO STA. 75+22.09

NOTE: REMOVE ALL EXISTING ASPHALT MILLINGS, MARL, AND GRAVEL AND REPLACE WITH SOD.

DESIGN SPEED = 40 MPH

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

DARYL R. MYERS, P.E.
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HANSON PROFESSIONAL SERVICES INC.
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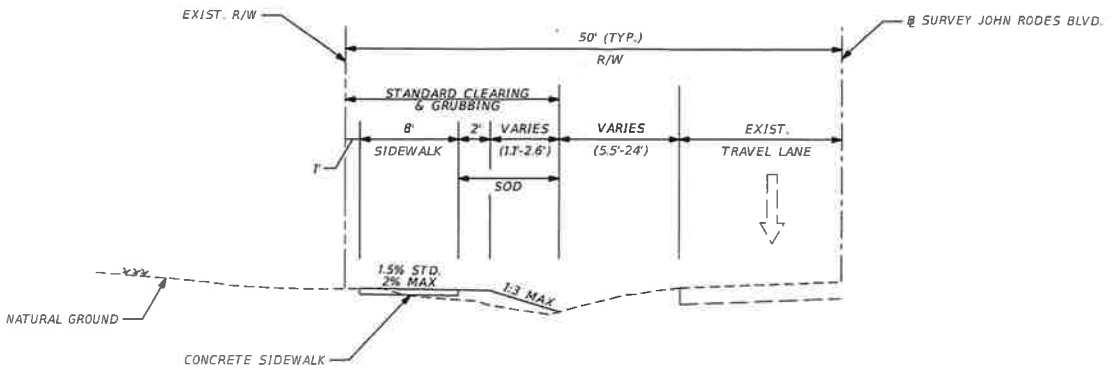
BREVARD COUNTY PUBLIC WORKS

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
CR 511	BREVARD	441449-1-58-01

TYPICAL SECTION

SHEET NO. 4

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TYPICAL SECTION NO. 3
JOHN RODES BLVD.
STA. 54+50.00 TO STA. 57+00.00

DESIGN SPEED = 40 MPH

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

DARYL R. MYERS, P.E.
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HANSON PROFESSIONAL SERVICES INC.
8075 GATE PARKWAY WEST, SUITE 204
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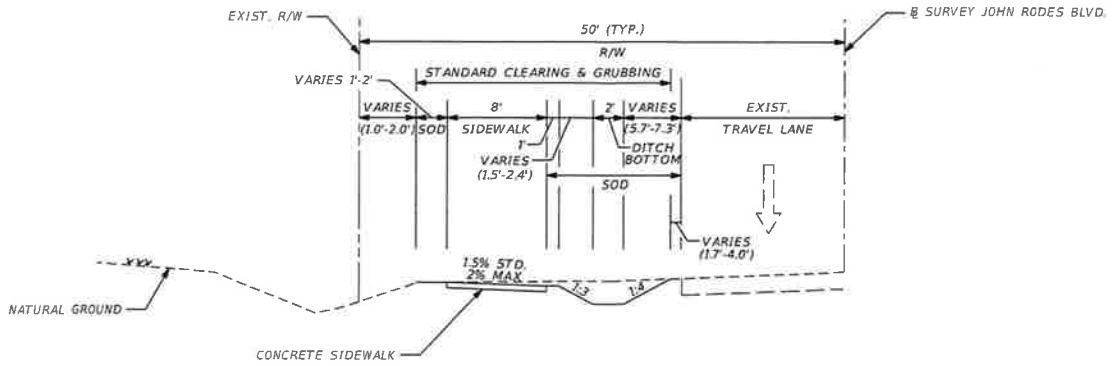
BREVARD COUNTY PUBLIC WORKS

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
CR 511	BREVARD	441449-1-58-01

TYPICAL SECTION

SHEET NO. 5

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TYPICAL SECTION NO. 4
JOHN RODES BLVD.
STA. 71+00.00 TO STA. 73+31.41

NOTE: REMOVE ALL EXISTING ASPHALT MILLINGS, MARL, AND GRAVEL AND REPLACE WITH SOD.

DESIGN SPEED = 40 MPH

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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HANSON PROFESSIONAL SERVICES INC.
8075 GATE PARKWAY WEST, SUITE 204
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BREVARD COUNTY PUBLIC WORKS

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CR 511	BREVARD	441449-1-58-01

TYPICAL SECTION

SHEET NO. 6

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QUANTITY	STR. NO.	STATION	SIDE	DESCRIPTION	BARRELS	STORM DRAIN OPTIONAL MATERIAL		DITCH BOTTOM INLETS			CLOSED FLUME	PERF. TURF (SOD)	REMARKS
						ROUND SHAPE	ROUND SHAPE	C	C (J-BOT)	D			
						18"	24"	<10°	<10°	<10°		SY	
P	S-01	34+97.93	LT.	Closed Sidewalk Flume	1						1		MODIFIED, SEE DETAIL
F													
P	S-02	54+50.00	LT.	Pipe, Inlet, Pipe	1		16		1			6	10.5° X 4' BOTTOM
F													
P	S-03	56+86.36	LT.	Inlet	1					1		6	WITH 4"+1" WIDTH SLOT
F													
P	S-04	72+00.00	LT.	Inlet, Pipe	1	135		1				6	
F													
P	S-05	73+32.92	LT.	Inlet, Pipe	1	32		1				6	
F													
P	S-06	73+56.93	LT.	Inlet, Pipe	1	22		1				6	
F													
SHEET TOTALS -				P Total:		189	16	3	1	1	1	30	
				F Total:									
GRAND TOTAL -				P Total:		189	16	3	1	1	1	30	
				F Total:									

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REVISIONS			
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BREVARD COUNTY PUBLIC WORKS

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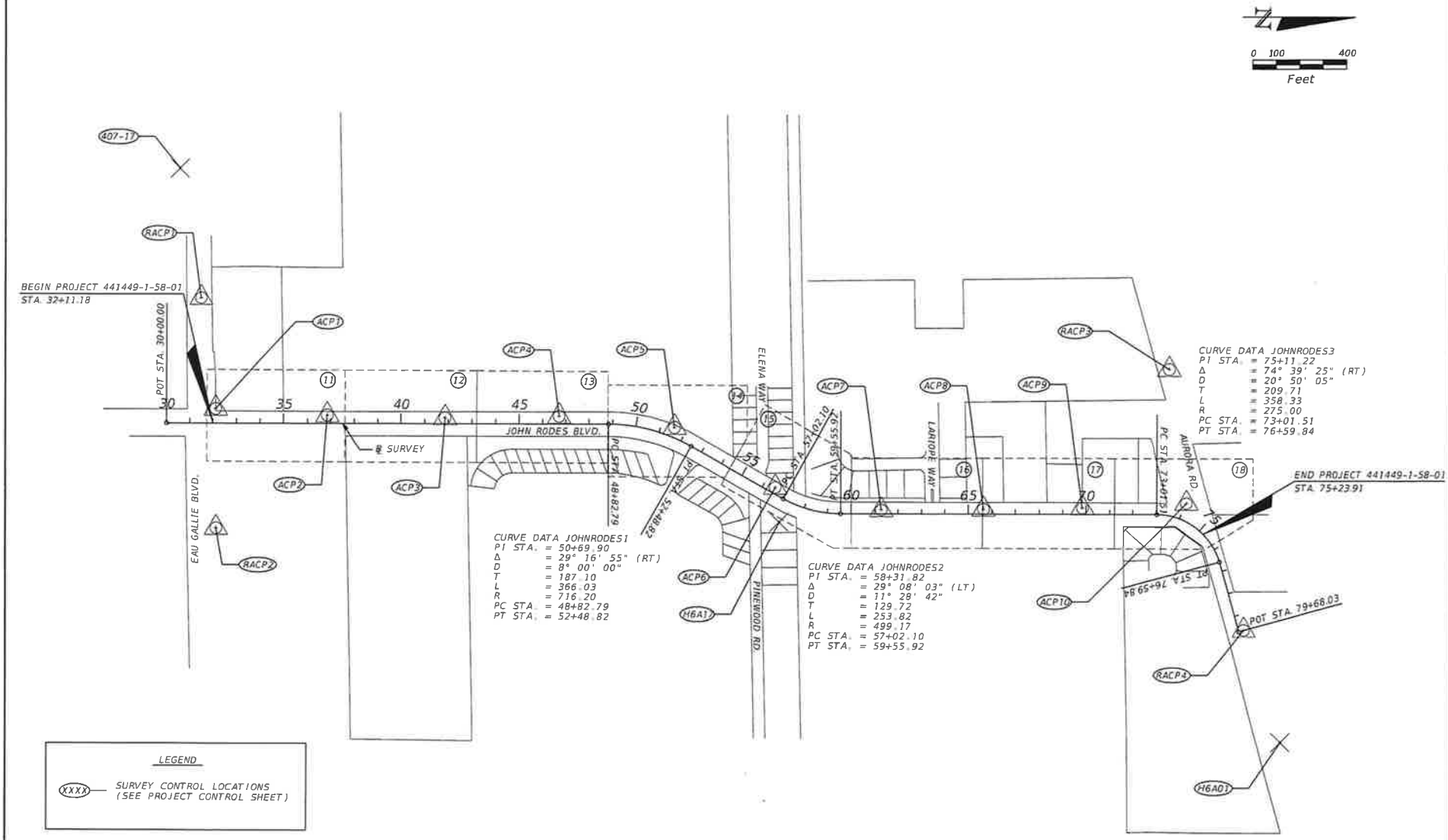
SUMMARY OF DRAINAGE STRUCTURES

SHEET NO. 7

H602033

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

DARYL R. MYERS, P.E.
P.E. LICENSE NUMBER 61786
HANSON PROFESSIONAL SERVICES INC.
8075 GATE PARKWAY WEST, SUITE 204
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BREVARD COUNTY PUBLIC WORKS

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CR 511	BREVARD	441449-1-58-01

PROJECT LAYOUT

SHEET NO. 8

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

HORIZONTAL AND VERTICAL SURVEY CONTROL NAME	BASELINE STATION	OFFSET	ELEVATION	NORTHING	EASTING	DESCRIPTION
ACP1	32+11.96	60.17' LT	23.159	1376753.9226	752716.7194	5/8" IRC "TRAV PT LB 7917"
ACP2	36+84.48	34.75' RT	22.258	1377226.9229	752809.1645	5/8" IRC "TRAV PT LB 7917"
ACP3	41+86.14	24.24' LT	22.786	1377728.1568	752746.6188	5/8" IRC "TRAV PT LB 7917"
ACP4	46+70.50	32.33' LT	22.279	1378212.4409	752735.1025	5/8" IRC "TRAV PT LB 7917"
ACP5	51+53.58	40.51' RT	21.622	1378675.0071	752852.3882	5/8" IRC "TRAV PT LB 7917"
ACP6	56+49.03	25.92' RT	22.233	1379113.6505	753071.2717	5/8" IRC "TRAV PT LB 7917"
ACP7	61+27.55	17.30' RT	23.319	1379587.7034	753152.5195	5/8" IRC "TRAV PT LB 7917"
ACP8	65+64.04	21.26' RT	22.899	1380024.2051	753154.2615	5/8" IRC "TRAV PT LB 7917"
ACP9	69+83.73	26.93' LT	22.282	1380443.6470	753103.9451	5/8" IRC "TRAV PT LB 7917"
ACP10	74+03.47	71.34' LT	21.863	1380886.8014	753080.8215	5/8" IRC "TRAV PT LB 7917"
RACP1	N/A	N/A	23.870	1376686.8775	752245.1035	5/8" IRC "TRAV PT LB 7917"
RACP4	N/A	N/A	23.286	1381132.1635	753620.6970	5/8" IRC "TRAV PT LB 7917"
VERTICAL SURVEY CONTROL						
H6A17	57+31	96' RT	22.039	1379157	753174	3" ALUMINUM BREVARD COUNTY SURVEYING & MAPPING DISK SET IN CONCRETE DROP INLET STAMPED "H6A17 MANDY 2008"
407-17	N/A	N/A	23.581	1376590	751693	2.5" BRASS BREVARD COUNTY SURVEYING & MAPPING DISK SET IN 10" POURED CONCRETE STAMPED "407-17 2003"
H6A01	N/A	N/A	23.192	1381291	754090	2.5" BRASS BREVARD COUNTY SURVEYING & MAPPING DISK SET IN 6" POURED CONCRETE STAMPED "H6A01 2003"
HORIZONTAL SURVEY CONTROL						
RACP2	N/A	N/A	N/A	1376759.3348	753220.4227	5/8" IRC "TRAV PT LB 7917"
RACP3	N/A	N/A	N/A	1380808.5950	752517.5950	5/8" IRC "TRAV PT LB 7917"

HORIZONTAL COORDINATES ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT (NAD83-2011), AS DERIVED FROM THE FLORIDA PERMANENT REFERENCE NETWORK(FPRN) ON MAY 05 THROUGH MAY 14, 2019. FPRN BASE STATION "FLVR" WAS USED FOR THIS EFFORT.

VERTICAL VALUES ARE RELATIVE TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) AS DERIVED FROM BREVARD COUNTY VERTICAL CONTROL STATIONS H6A17, 407-17 & H6A01.

INFORMATION PROVIDED BY MCKIM & CREED

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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HANSON PROFESSIONAL SERVICES INC.
8075 GATE PARKWAY WEST, SUITE 204
JACKSONVILLE, FL 32216-3685
CERTIFICATE OF AUTHORIZATION 0000796

BREVARD COUNTY PUBLIC WORKS

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
CR 511	BREVARD	441449-1-58-01

PROJECT CONTROL

SHEET NO. 9

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GENERAL NOTES

1. BENCHMARK ELEVATIONS SHOWN ON THE PLANS ARE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88)

2. ALL SURVEY INFORMATION WAS OBTAINED FROM A LICENSED FLORIDA PROFESSIONAL SURVEYOR AND MAPPER AND UTILIZED AS SUPPORTING DATA IN THE PRODUCTION OF DESIGN PLANS AND FOR CONSTRUCTION ON SUBJECT PROJECT. THE PROFESSIONAL SURVEYOR AND MAPPER OF RECORD IS:
   SCOT CARPENTER, P.S.M.
   P.S.M. NO.: 6177
   MCKIM & CREED
   505 E NEW YORK AVENUE
   DELAND, FL 32724
   CERTIFICATE OF AUTHORIZATION LB 7917

3. THE LOCATION(S) OF THE UTILITIES SHOWN IN THE PLANS (INCLUDING THOSE DESIGNATED Vv, Vh, AND Vvh) ARE BASED ON LIMITED INVESTIGATION TECHNIQUES AND SHOULD BE CONSIDERED APPROXIMATE ONLY. THE VERIFIED LOCATIONS/ELEVATIONS APPLY ONLY AT THE POINTS SHOWN. INTERPOLATIONS BETWEEN THESE POINTS HAVE NOT BEEN VERIFIED.

4. UTILITY/AGENCY OWNERS:

COMPANY	CONTACT	TELEPHONE NUMBERS
BREVARD CO. PUBLIC WORKS	DEVIN SWANSON	(321) 633-2077
FLORIDA CITY GAS	RON MULLER	(321) 638-3424
FLORIDA GAS TRANS. - MELBOURNE	JOSEPH E. SANCHEZ	(407) 838-7171
FLORIDA POWER & LIGHT - BREVARD	SUE WILLIAMS	(321) 726-4847
LEVEL 3 COMMUNICATIONS	NETWORK RELATIONS	(877) 366-8344, EXT. 2
CITY OF MELBOURNE UTILITIES ADMIN. WATER	CRAIG SILVERMAN	(321) 608-5106
AT&T/DISTRIBUTION	DINO FARRUGGIO	(561) 997-0240
SPECTRUM, LLC BREVARD	MIKE ISOM	(386) 586-6403

5. TRANSIT SERVICE COORDINATION:

TITLE	CONTACT	TELEPHONE NUMBERS
TRANSIT PLANNER	TERRY JORDAN	(321) 635-7815, EXT. 52960
OPERATIONS AND MAINTENANCE	LANCE PARKER	(321) 635-7815, EXT. 52952

6. LANE CLOSURE NOTIFICATIONS:

TITLE	CONTACT	TELEPHONE NUMBERS
SOUTH OPERATIONS MANAGER	JOE LAMMON	(321) 952-4561, EXT. 26997
SOUTH OPERATIONS SUPERVISOR	LEE WHITSON	(321) 952-4561, EXT. 26991
NORTH OPERATIONS MANAGER	DON MCMURPHY	(321) 635-7815, EXT. 52952

5. CONTRACTOR SHALL NOTIFY OWNERS WITH PRIVATE IMPROVEMENTS IN THE RIGHT OF WAY AT LEAST TWO WEEKS IN ADVANCE OF REQUIRED REMOVAL, ALSO NOTIFY OWNERS THAT PRIVATE IMPROVEMENTS WILL BE REMOVED IF NOT REMOVED BY OWNER.

6. THE CONTRACTOR IS RESPONSIBLE FOR ALL DAMAGE TO THE COUNTY INFRASTRUCTURE DURING CONSTRUCTION. THIS INCLUDES, BUT IS NOT LIMITED TO, THE STRUCTURAL INTEGRITY OF THE ROADWAY ASPHALT, BASE, AND STABILIZED SUB-BASE, SIDEWALKS, STORMWATER DRAINAGE SYSTEM, DRAINAGE STRUCTURES, CURBS, GROUND COVER, WATER SYSTEMS, SANITARY SEWER SYSTEMS, AND RECLAIMED WATER SYSTEMS. ALL REPAIRS SHALL BE COMPLETED IN ACCORDANCE WITH FDOT AND BREVARD COUNTY STANDARDS. ALL REPAIRS SHALL BE COMPLETED PRIOR TO THE FINAL INSPECTION OF THE PROJECT. SIDEWALK PATCHING WILL NOT BE ACCEPTABLE.

7. ALL GRATES UTILIZED WITHIN THE COUNTY RIGHT-OF-WAY SHALL BE TRAFFIC BEARING H-20 LOAD RATED. ALL RETICULINE STEEL GRATES SHALL ALSO BE HOT DIPPED GALVANIZED.

8. CONTRACTOR SHALL TRIM EXISTING VEGETATION IN THE RIGHT-OF-WAY TO PROVIDE A MINIMUM 2 FOOT HORIZONTAL AND 10 FOOT VERTICAL CLEARANCE FROM PROPOSED PEDWAY. COST SHALL BE INCLUDED IN THE LUMP SUM BID PRICE FOR CLEARING AND GRUBBING.

9. DRIVEWAYS TO PRIVATE RESIDENCES AND ALL PUBLIC STREET CONNECTIONS SHALL REMAIN OPEN EXCEPT FOR PERIODS ASSOCIATED WITH CRITICAL POINTS OF CONSTRUCTION. CONTRACTOR TO CLOSELY COORDINATE NEW DRIVEWAY APRON CONSTRUCTION WITH PROPERTY OWNERS TO MINIMUM OR ELIMINATE INCONVENIENCE.

10. NO OVERNIGHT PARKING OR STORAGE OF MATERIALS WILL BE ALLOWED WITHIN THE BREVARD COUNTY RIGHT-OF-WAY WITHOUT WRITTEN PERMISSION FROM BREVARD COUNTY. IN NO CASE SHALL SUCH STORAGE OR PARKING BE WITHIN THE CLEAR ZONE.

ABBREVIATIONS	DESCRIPTION
BE (B)	BURIED ELECTRIC
BFOT (B)	BURIED FIBER OPTIC
BT (B)	BURIED TELEPHONE
BTV (B)	BURIED TELEVISION
G (B)	BURIED GAS
OE	OVERHEAD ELECTRIC
S (B)	BURIED SANITARY SEWER
W (B)	BURIED WATERMAIN

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REVISIONS

DATE	DESCRIPTION	DATE	DESCRIPTION

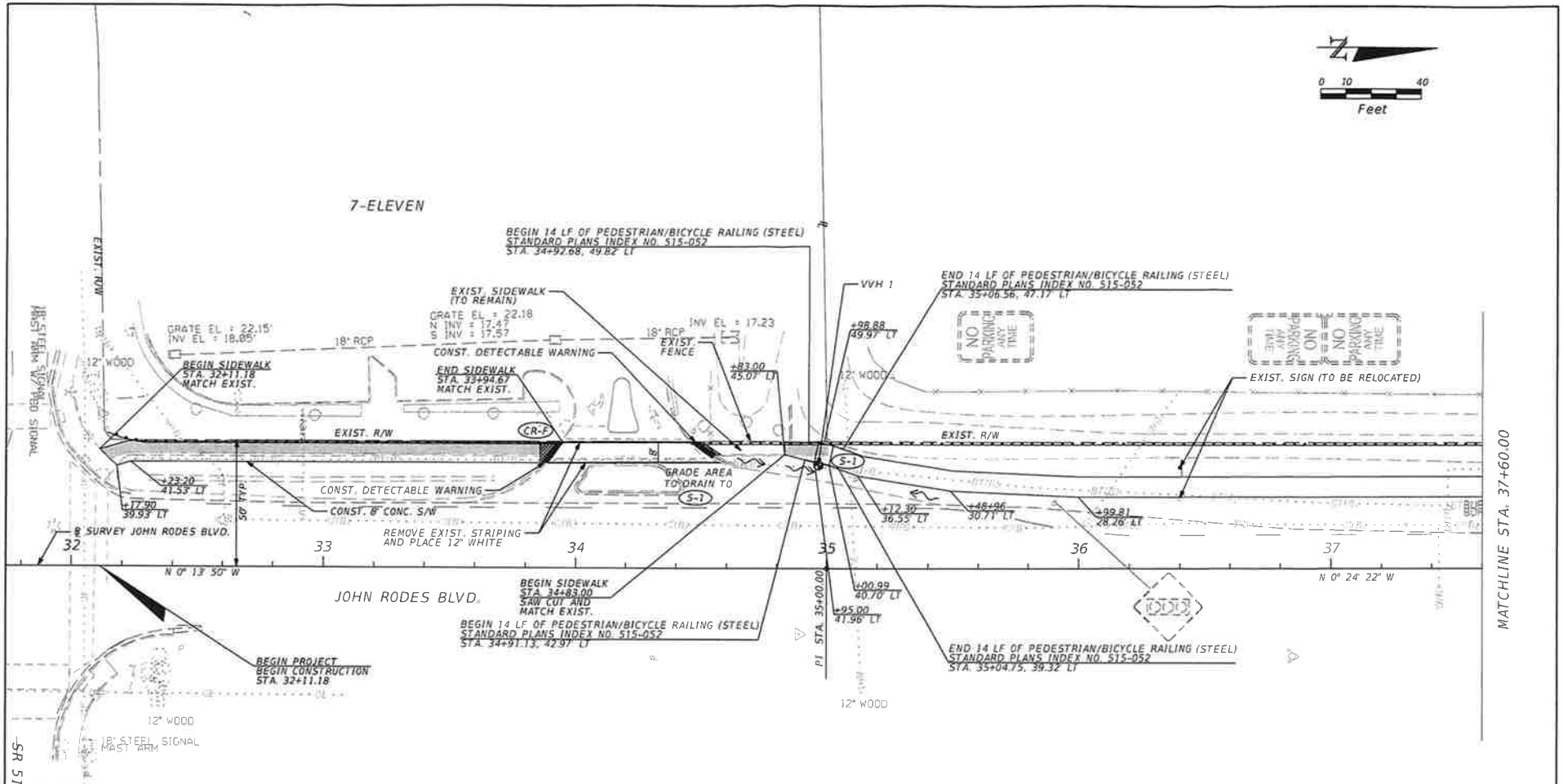
DARYL R. MYERS, P.E.
P.E. LICENSE NUMBER 61786
HANSON PROFESSIONAL SERVICES INC.
8075 GATE PARKWAY WEST, SUITE 204
JACKSONVILLE, FL 32216-3685
CERTIFICATE OF AUTHORIZATION 00007961

BREVARD COUNTY PUBLIC WORKS

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
CR 511	BREVARD	441449-1-58-01

GENERAL NOTES

SHEET NO. 10



VVH#	FIELD DESCRIPTION OF FOUND UTILITY			SURVEY BL STATION	SURVEY BL OFFSET		BL	GROUND ELEV.	UTILITY COVER	TOP OF UTILITY ELEV.
1	2.5"	DBC	BT	34+96.6	40.8	L	JOHN RODES BLVD	21.66	2.50'	19.16
2	2.5"	DBC	BT	46+21.8	31.2	L	JOHN RODES BLVD	22.58	3.35'	19.23
3	20"+/-	AC	WM	52+59.1	16.5	L	JOHN RODES BLVD	23.19	3.10'	20.09
4	2.5"	DBC	BT	52+67.0	21.4	L	JOHN RODES BLVD	23.01	3.05'	19.96
5	(4) 4.5"	PVC	BT/FO	52+67.0	29.1	L	JOHN RODES BLVD	22.84	3.15'	19.69
6	20"+/-	AC	WM	57+75.0	16.6	L	JOHN RODES BLVD	23.08	2.50'	20.58
7	2.5"	GM	GM	57+74.9	19.8	L	JOHN RODES BLVD	22.96	2.25'	20.71
8	(4) 4.5"	PVC	BT/FO	57+74.8	20.7	L	JOHN RODES BLVD	23.08	2.35'	20.73

LEGEND

- SEDIMENT BARRIER
- 6" CONC. DRIVEWAY
- DETECTABLE WARNING
- EXIST. CONCRETE REMOVAL
- 12" CONCRETE

NOTE: SOD ALL DISTURBED AREAS WITHIN ROW

REVISIONS			
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BREVARD COUNTY PUBLIC WORKS

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
CR 511	BREVARD	441449-1-58-01

ROADWAY PLANS

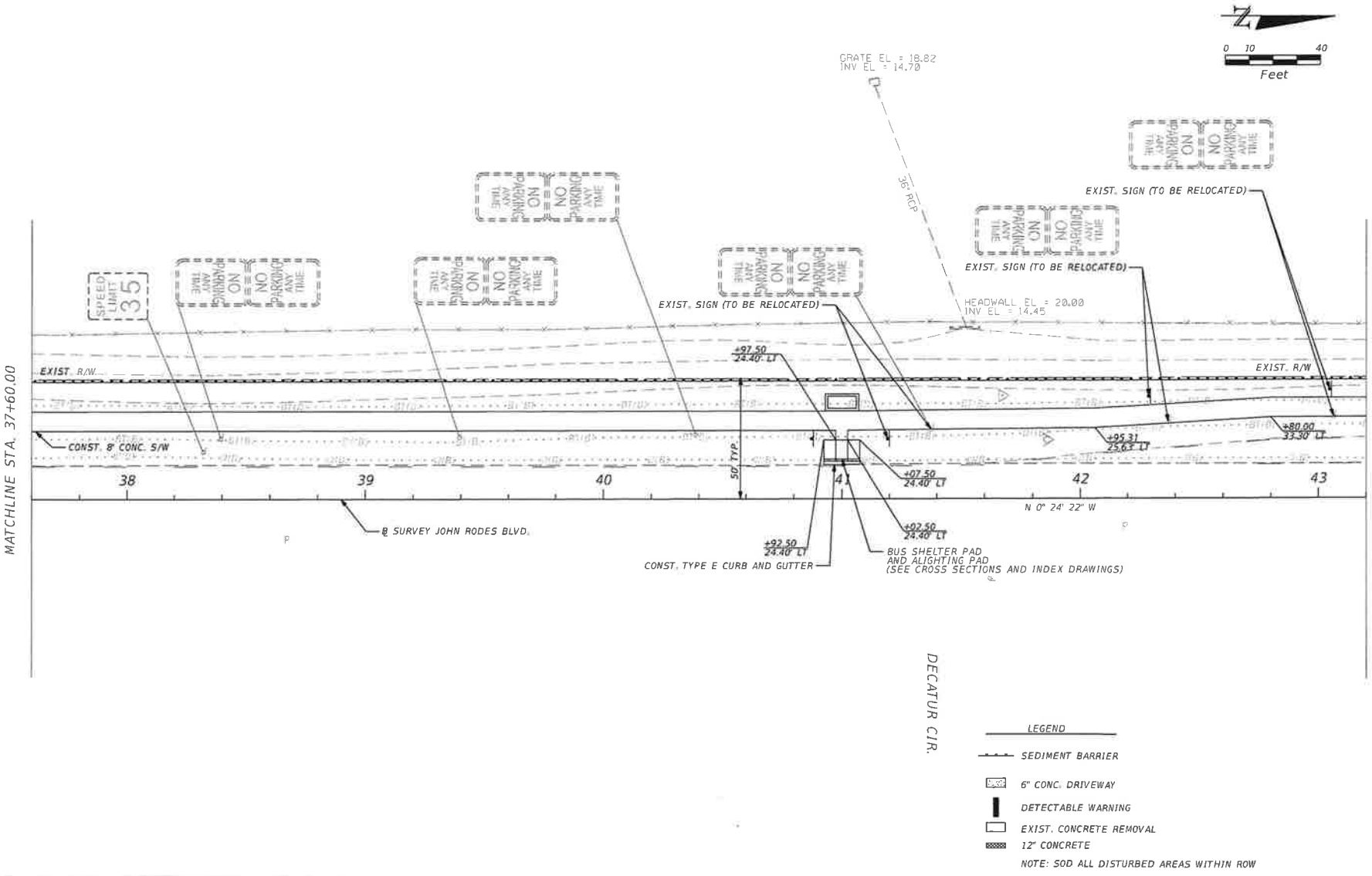
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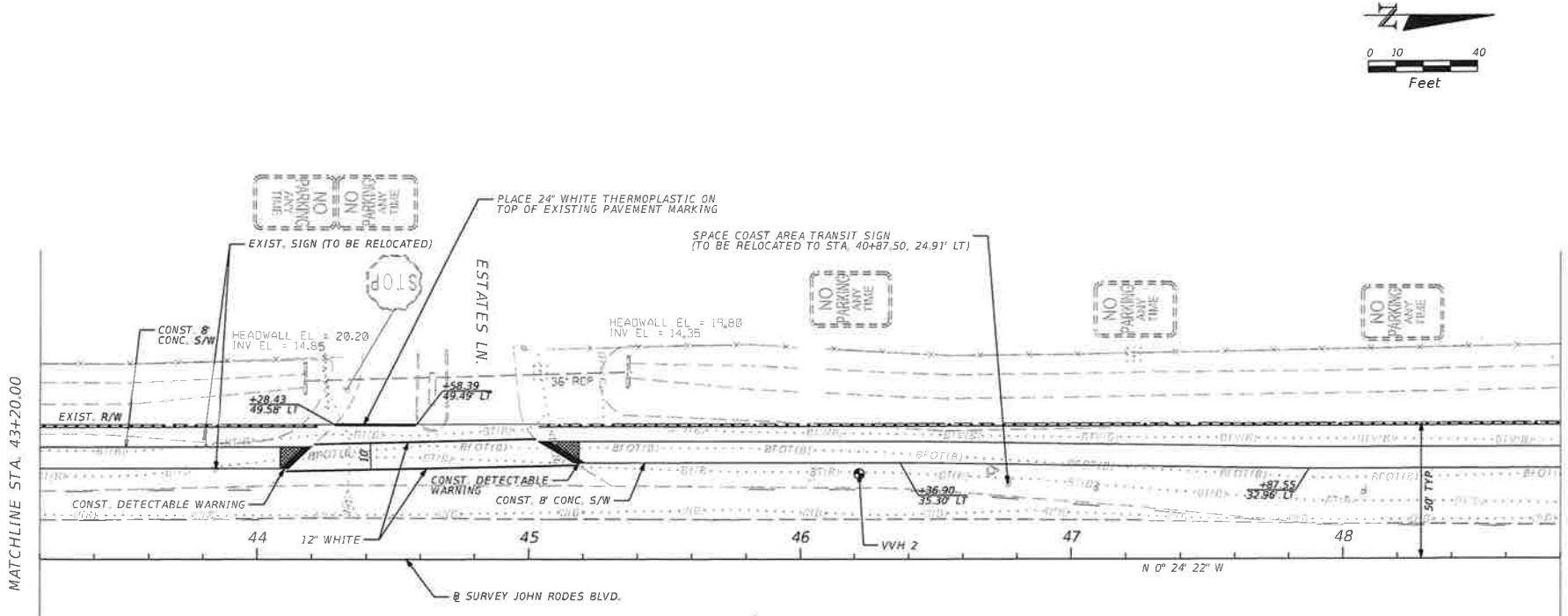
DARYL R. MYERS, P.E.
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BREVARD COUNTY PUBLIC WORKS

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
CR 511	BREVARD	441449-1-58-01

ROADWAY PLANS

SHEET NO. 12



VVH#	FIELD DESCRIPTION OF FOUND UTILITY			SURVEY BL STATION	SURVEY BL OFFSET		BL	GROUND ELEV.	UTILITY COVER	TOP OF UTILITY ELEV.
1	2.5"	DBC	BT	34+96.6	40.8	L	JOHN RODES BLVD	21.66	2.50'	19.16
2	2.5"	DBC	BT	46+21.8	31.2	L	JOHN RODES BLVD	22.58	3.35'	19.23
3	20"+/-	AC	WM	52+59.1	16.5	L	JOHN RODES BLVD	23.19	3.10'	20.09
4	2.5"	DBC	BT	52+67.0	21.4	L	JOHN RODES BLVD	23.01	3.05'	19.96
5	(4) 4.5"	PVC	BT/FO	52+67.0	29.1	L	JOHN RODES BLVD	22.84	3.15'	19.69
6	20"+/-	AC	WM	57+75.0	16.6	L	JOHN RODES BLVD	23.08	2.50'	20.58
7	2.5"	GM	GM	57+74.9	19.8	L	JOHN RODES BLVD	22.96	2.25'	20.71
8	(4) 4.5"	PVC	BT/FO	57+74.8	20.7	L	JOHN RODES BLVD	23.08	2.35'	20.73

LEGEND

- SEDIMENT BARRIER
- 6" CONC. DRIVEWAY
- DETECTABLE WARNING
- EXIST. CONCRETE REMOVAL
- 12" CONCRETE

NOTE: SOD ALL DISTURBED AREAS WITHIN ROW

REVISIONS			
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JACKSONVILLE, FL 32216-3685
CERTIFICATE OF AUTHORIZATION 00007961

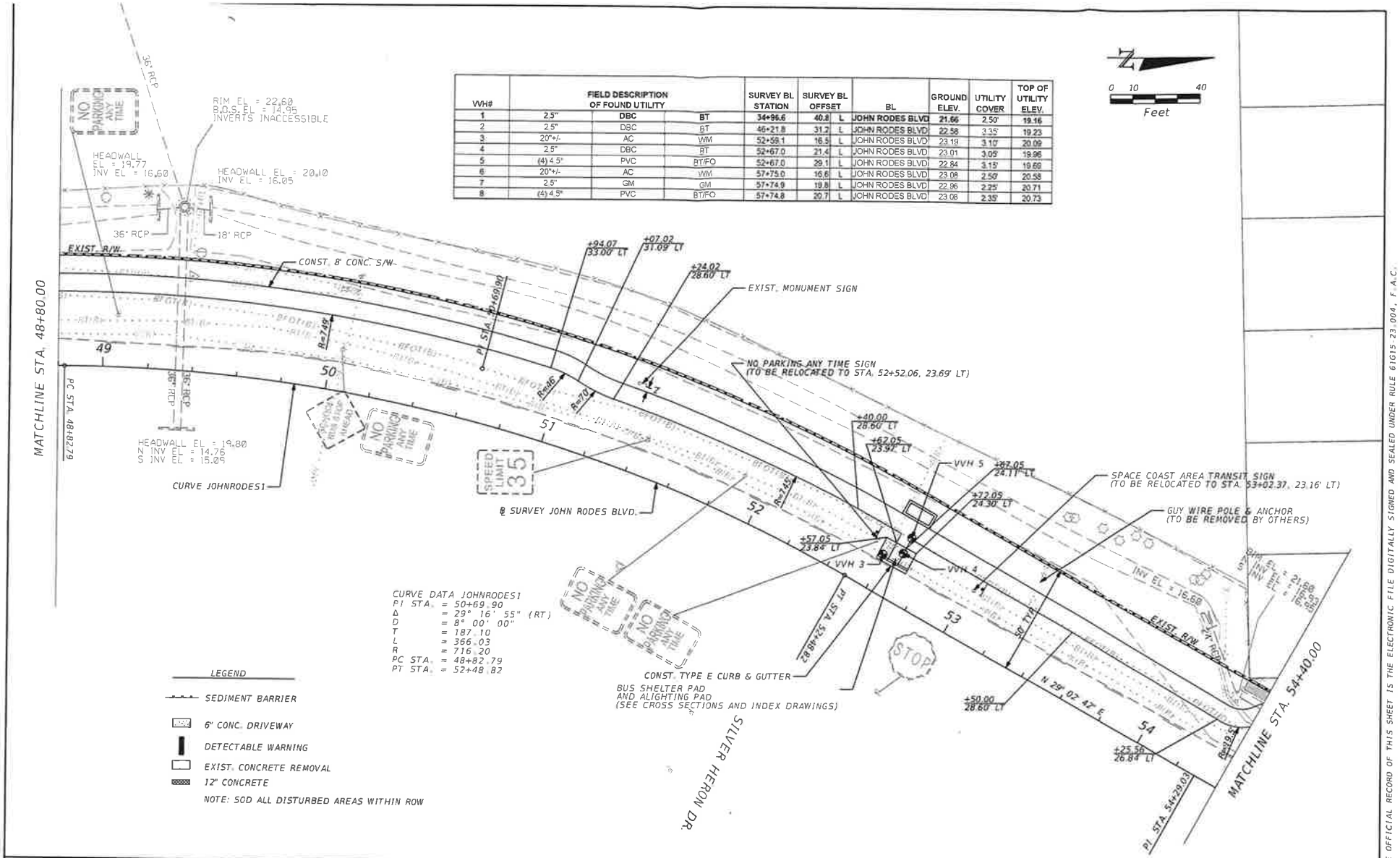
BREVARD COUNTY PUBLIC WORKS

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
CR 511	BREVARD	441449-1-58-01

ROADWAY PLANS

SHEET NO. 13

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VVH#	FIELD DESCRIPTION OF FOUND UTILITY			SURVEY BL STATION	SURVEY BL OFFSET		BL	GROUND ELEV.	UTILITY COVER	TOP OF UTILITY ELEV.
1	2.5"	DBC	BT	34+96.6	40.8	L	JOHN RODES BLVD	21.66	2.50'	19.16
2	2.5"	DBC	BT	46+21.8	31.2	L	JOHN RODES BLVD	22.58	3.35'	19.23
3	20"+/-	AC	WM	52+58.1	16.5	L	JOHN RODES BLVD	23.19	3.10'	20.09
4	2.5"	DBC	BT	52+67.0	21.4	L	JOHN RODES BLVD	23.01	3.05'	19.96
5	(4) 4.5"	PVC	BT/FO	52+67.0	29.1	L	JOHN RODES BLVD	22.84	3.15'	19.69
6	20"+/-	AC	WM	57+75.0	16.6	L	JOHN RODES BLVD	23.08	2.50'	20.58
7	2.5"	GM	GM	57+74.9	19.8	L	JOHN RODES BLVD	22.96	2.25'	20.71
8	(4) 4.5"	PVC	BT/FO	57+74.8	20.7	L	JOHN RODES BLVD	23.08	2.35'	20.73

REVISIONS			
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BREVARD COUNTY PUBLIC WORKS

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CR 511	BREVARD	441449-1-58-01

ROADWAY PLANS

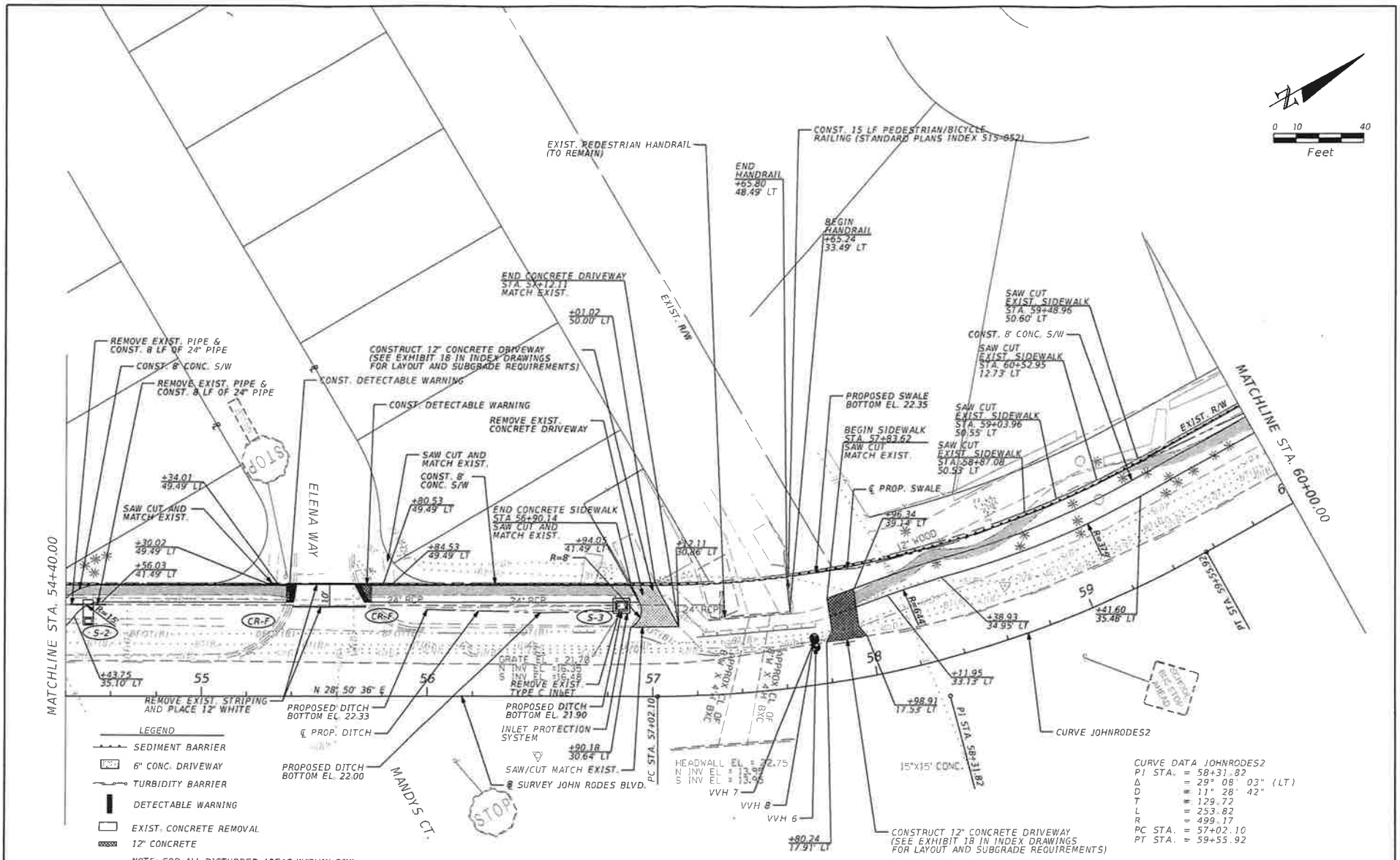
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REVISIONS			
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HANSON PROFESSIONAL SERVICES INC.
8075 GATE PARKWAY WEST, SUITE 204
JACKSONVILLE, FL 32216-3685
CERTIFICATE OF AUTHORIZATION 00007961

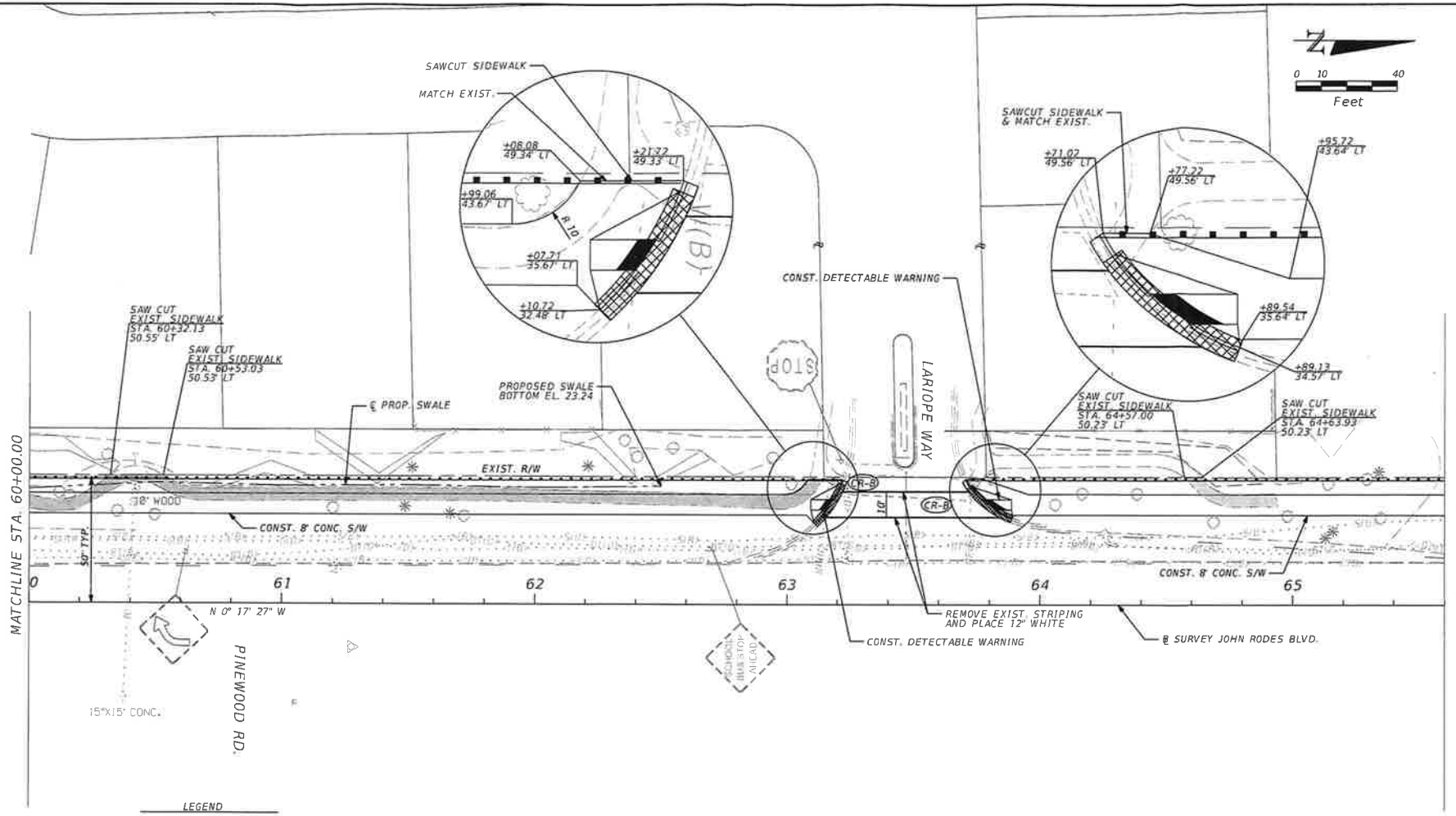
BREVARD COUNTY PUBLIC WORKS

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CR 511	BREVARD	441449-1-58-01

ROADWAY PLANS

SHEET NO. 15

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LEGEND

- SEDIMENT BARRIER
- 6" CONC. DRIVEWAY
- DETECTABLE WARNING
- EXIST. CONCRETE REMOVAL
- 12" CONCRETE

NOTE: SOD ALL DISTURBED AREAS WITHIN ROW

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JACKSONVILLE, FL 32216-3685
CERTIFICATE OF AUTHORIZATION 00007961

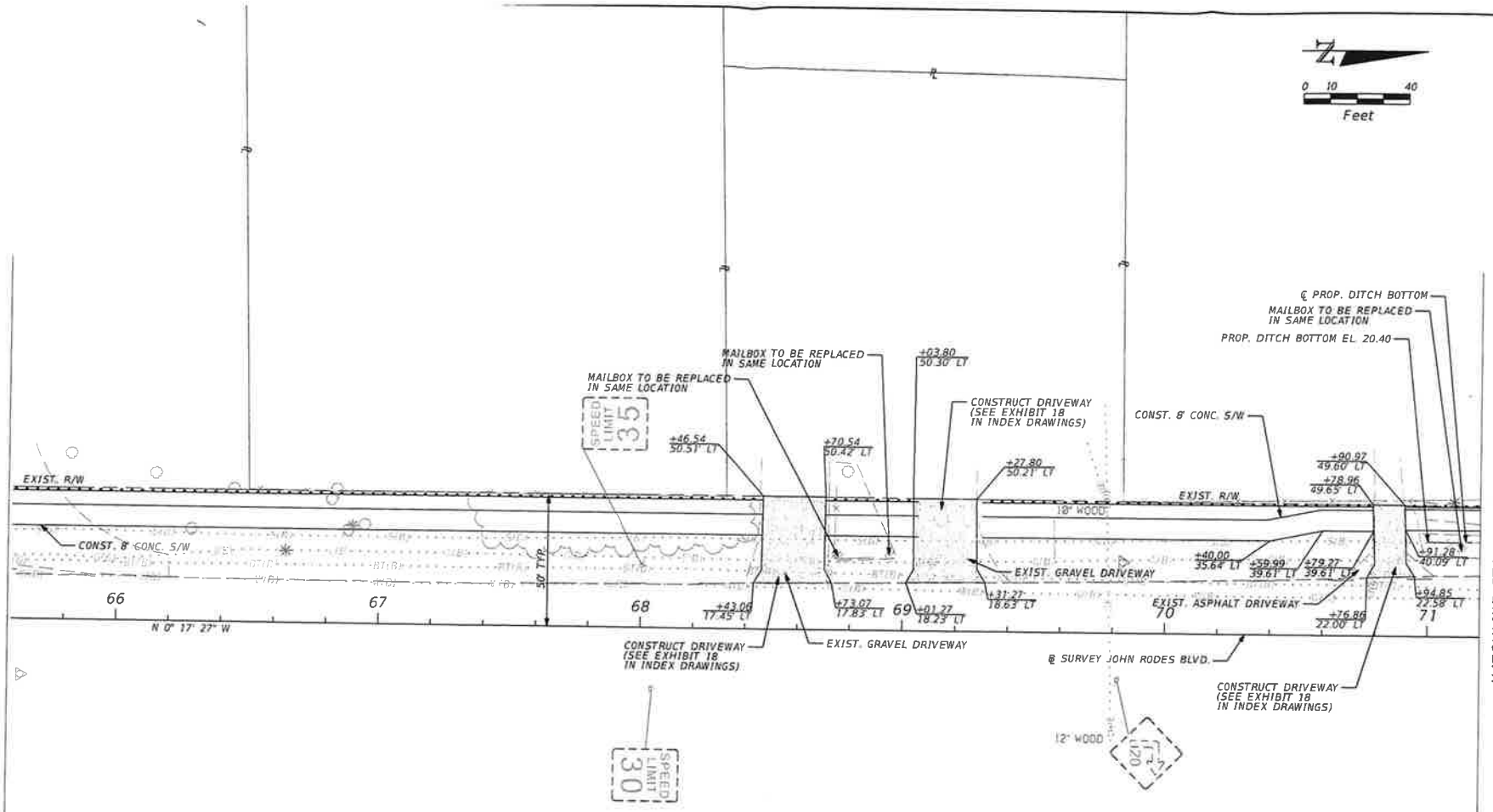
BREVARD COUNTY PUBLIC WORKS

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
CR 511	BREVARD	441449-1-58-01

ROADWAY PLANS

SHEET NO. 16

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HANSON PROFESSIONAL SERVICES INC.
8075 GATE PARKWAY WEST, SUITE 204
JACKSONVILLE, FL 32216-3685
CERTIFICATE OF AUTHORIZATION 0000796

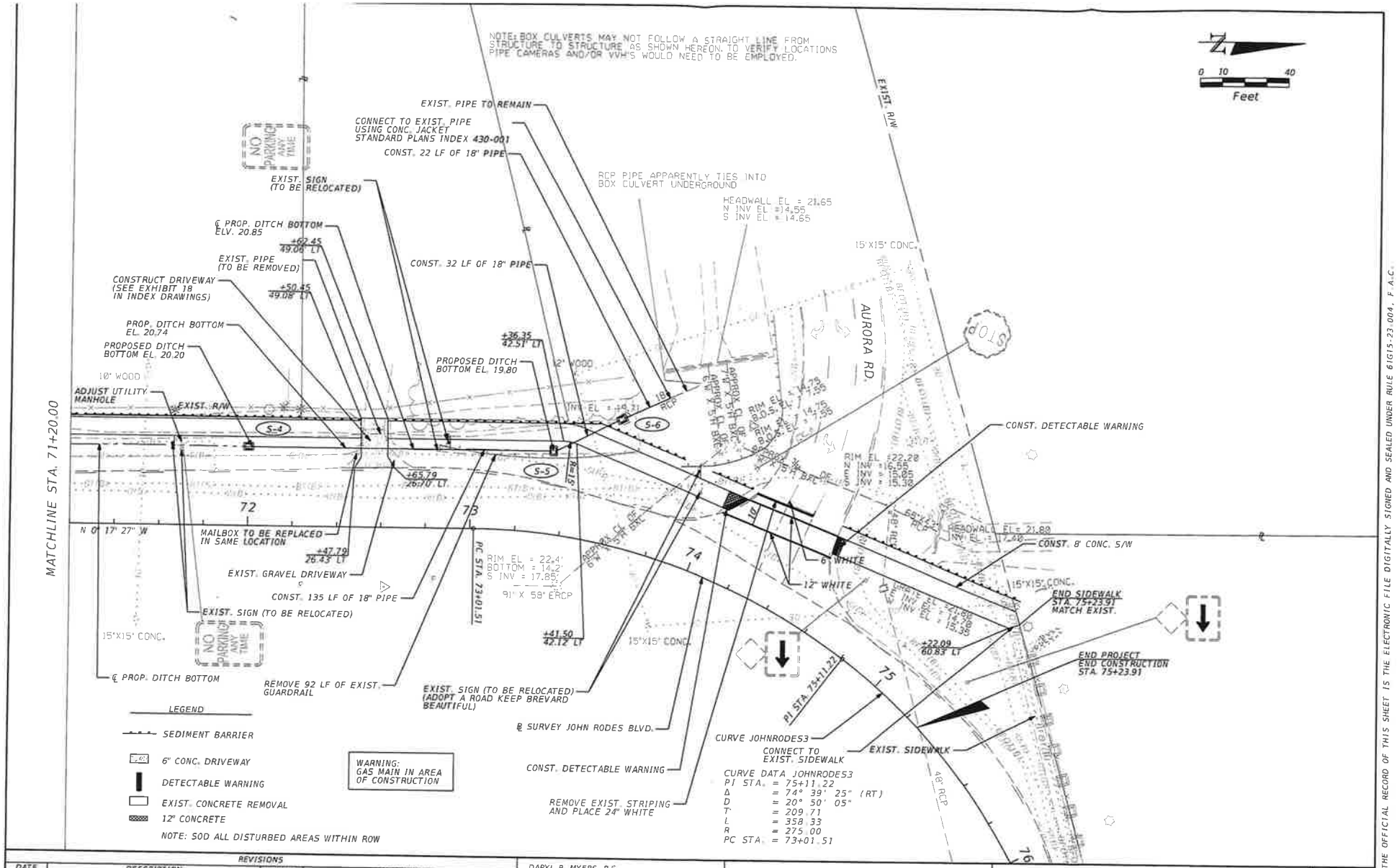
BREVARD COUNTY PUBLIC WORKS

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
CR 511	BREVARD	441449-1-58-01

ROADWAY PLANS

SHEET NO. 17

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HANSON PROFESSIONAL SERVICES INC.
8075 GATE PARKWAY WEST, SUITE 204
JACKSONVILLE, FL 32216-3685
CERTIFICATE OF AUTHORIZATION 00007961

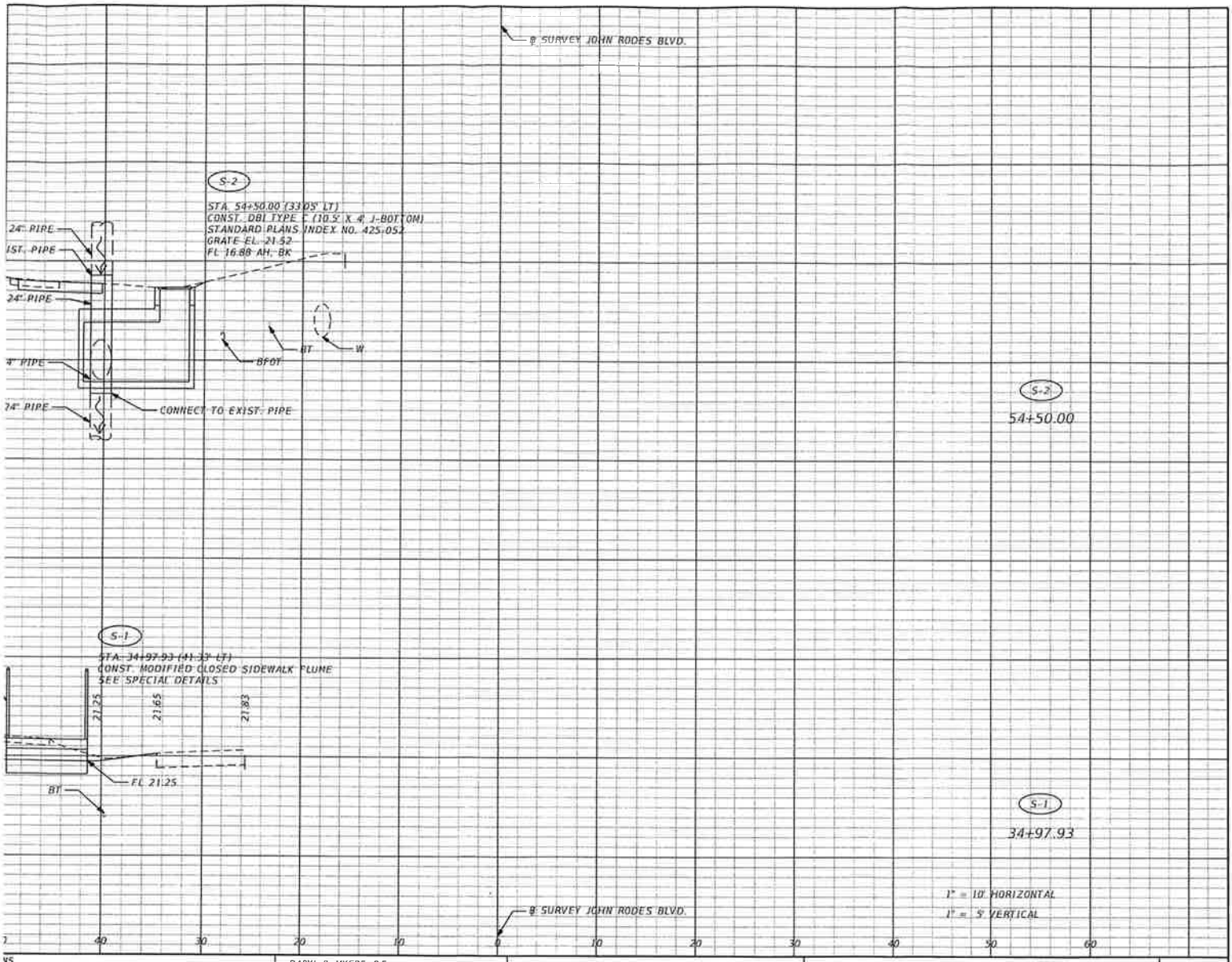
BREVARD COUNTY PUBLIC WORKS

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
CR 511	BREVARD	441449-1-58-01

ROADWAY PLANS

SHEET NO. 18

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NS DATE	DESCRIPTION

DARYL R. MYERS, P.E.
P.E. LICENSE NUMBER 61786
HANSON PROFESSIONAL SERVICES INC.
8075 GATE PARKWAY WEST, SUITE 204
JACKSONVILLE, FL 32216-3685
CERTIFICATE OF AUTHORIZATION 0000796

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
CR 511	BREVARD	441449-1-58-01

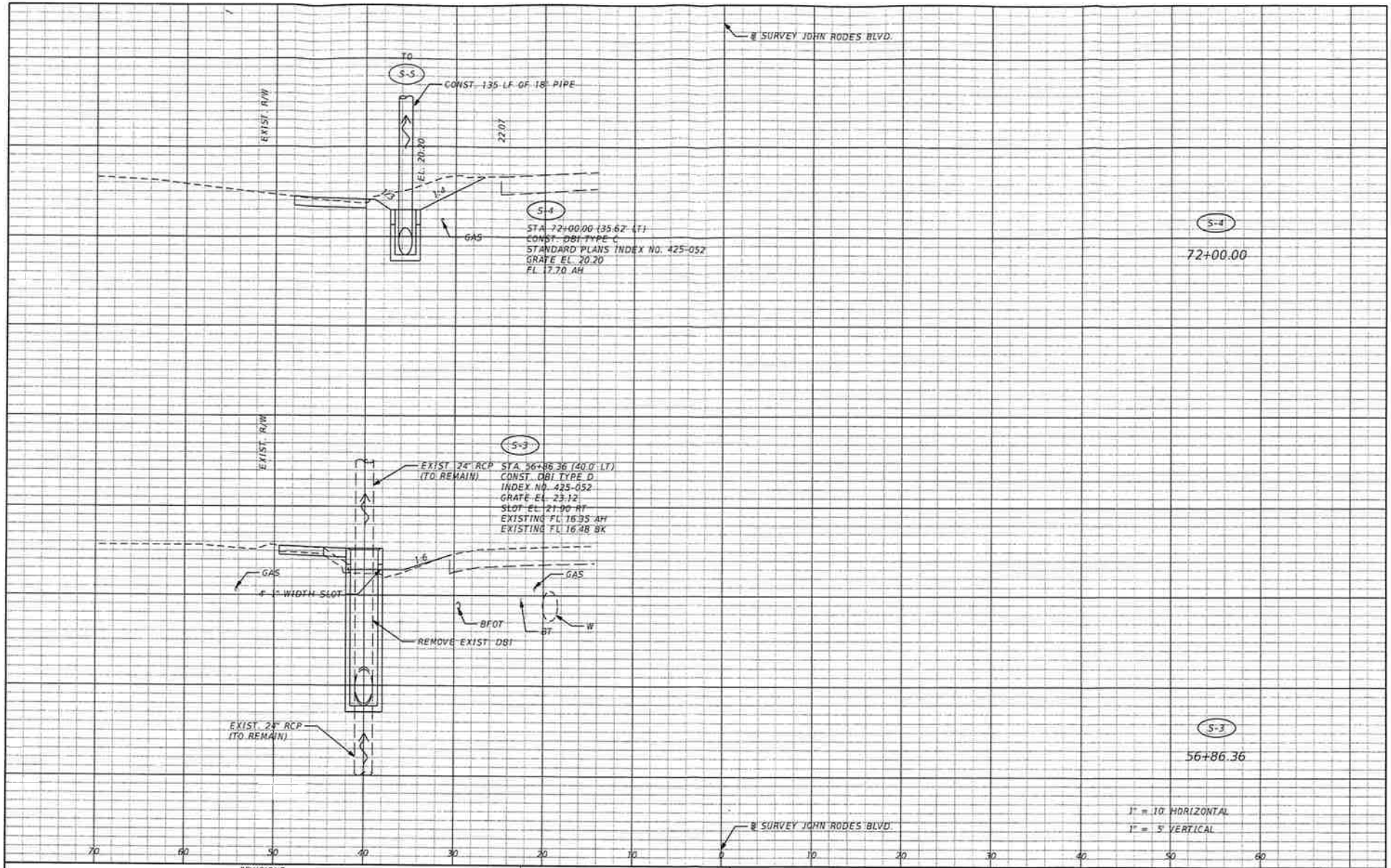
DRAINAGE STRUCTURES

SHEET NO. 19

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STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
CR 511	BREVARD	441449-1-58-01

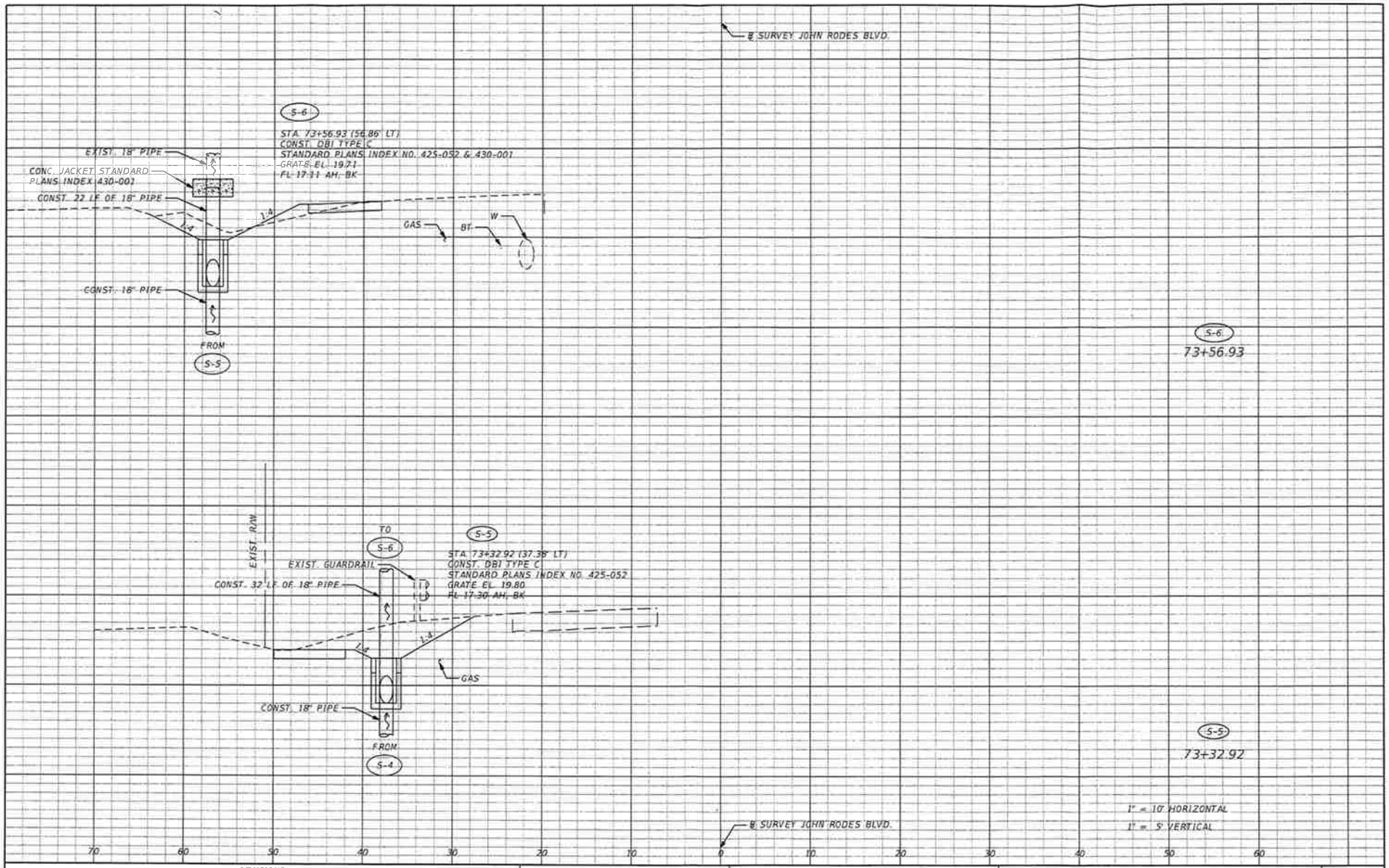
DRAINAGE STRUCTURES

SHEET NO. 20

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REVISIONS			
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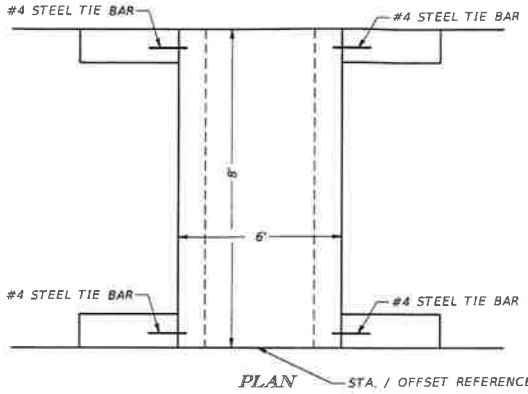
DARYL R. MYERS, P.E.
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JACKSONVILLE, FL 32216-3685
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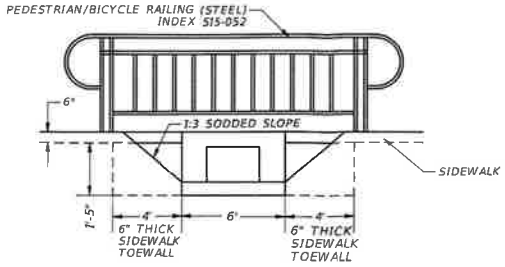
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

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CR 511	BREVARD	441449-1-58-01

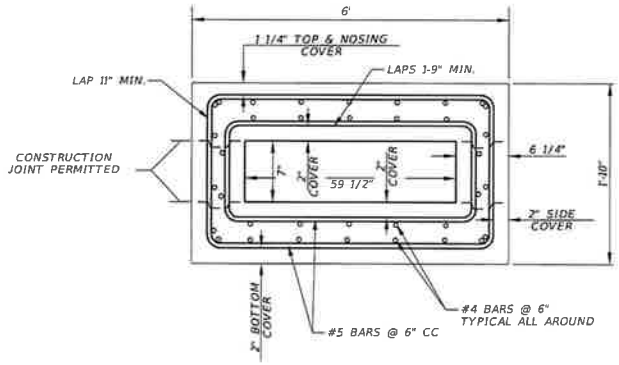
DRAINAGE STRUCTURES

SHEET NO. 21

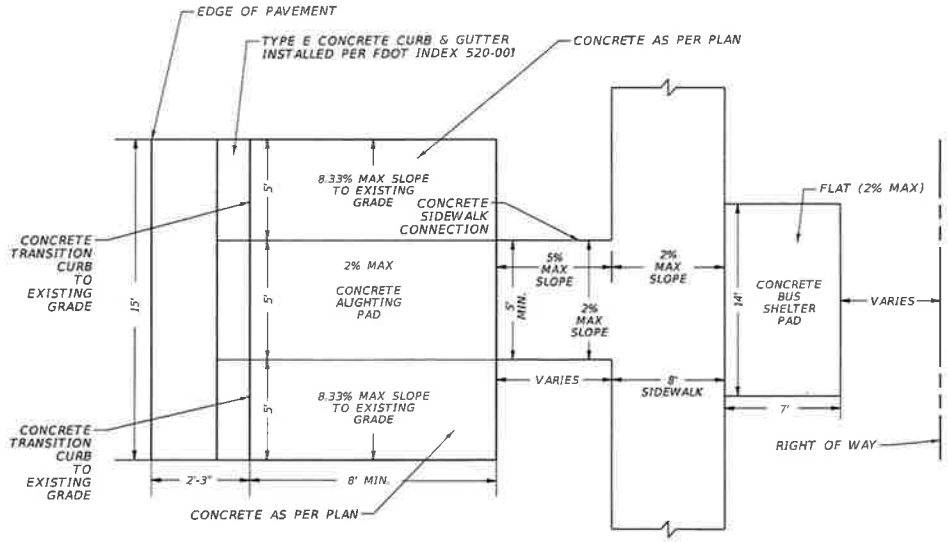




MODIFIED CLOSED FLUME DETAIL (INDEX 425-061)
N.T.S.
STA. 34+97.93 (S-1)
NOTE: SEE STANDARD PLANS INDEX 425-061 FOR SUPPLEMENTAL DETAILS



ELEVATION



BUS SHELTER PAD AND ALIGHTING PAD DETAIL
N.T.S.
STA. 41+50.00
STA. 52+64.82

REVISIONS			
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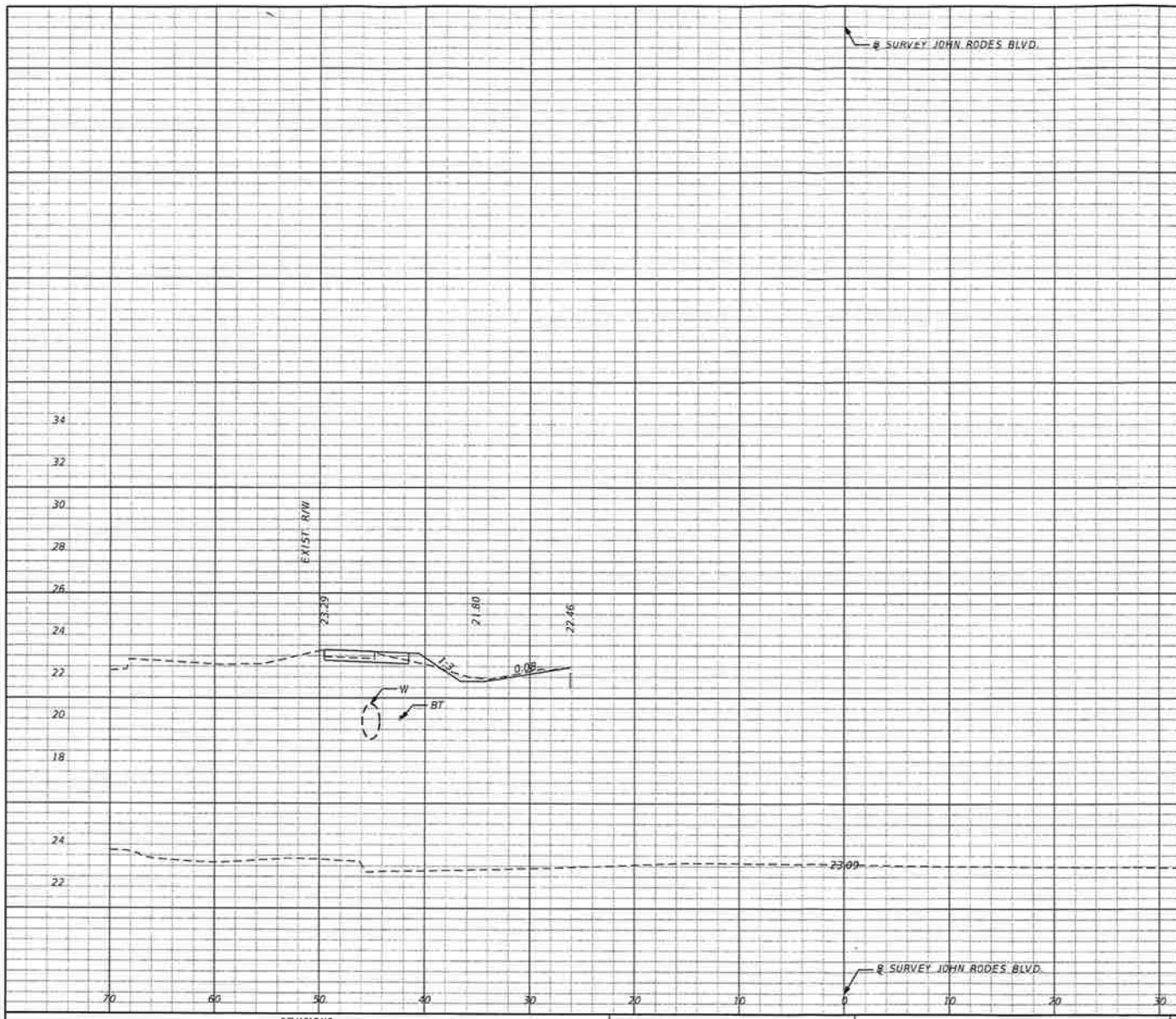
BREVARD COUNTY PUBLIC WORKS

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
CR 511	BREVARD	441449-1-58-01

SPECIAL DETAILS

SHEET NO. 22

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



Regular Exc.		Embankment	
A	V	A	V
4.8	6.9	0.8	1.2
4.8		0.8	

REVISIONS

DATE	DESCRIPTION	DATE	DESCRIPTION

DARYL R. MYERS, P.E.
P.E. LICENSE NUMBER 61786
HANSON PROFESSIONAL SERVICES INC.
8075 GATE PARKWAY WEST, SUITE 204
JACKSONVILLE, FL 32216-3685
CERTIFICATE OF AUTHORIZATION 0000796

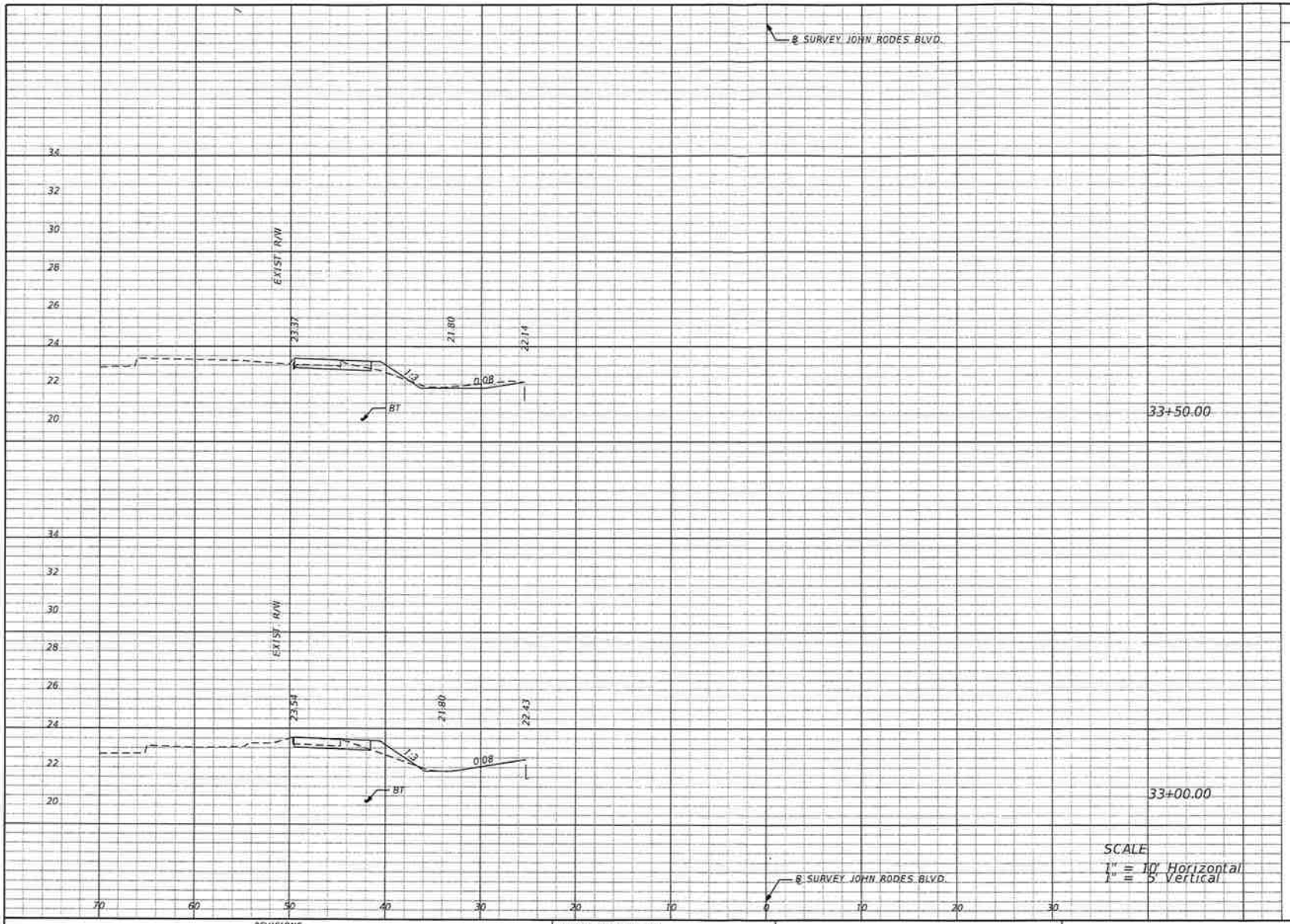
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
CR 511	BREVARD	441449-1-58-01

CROSS SECTIONS

SHEET NO. 23

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



Regular Exc.		Embankment	
A	V	A	V
4.9	7.8	1.2	2.7
3.5	7.7	1.7	2.3

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

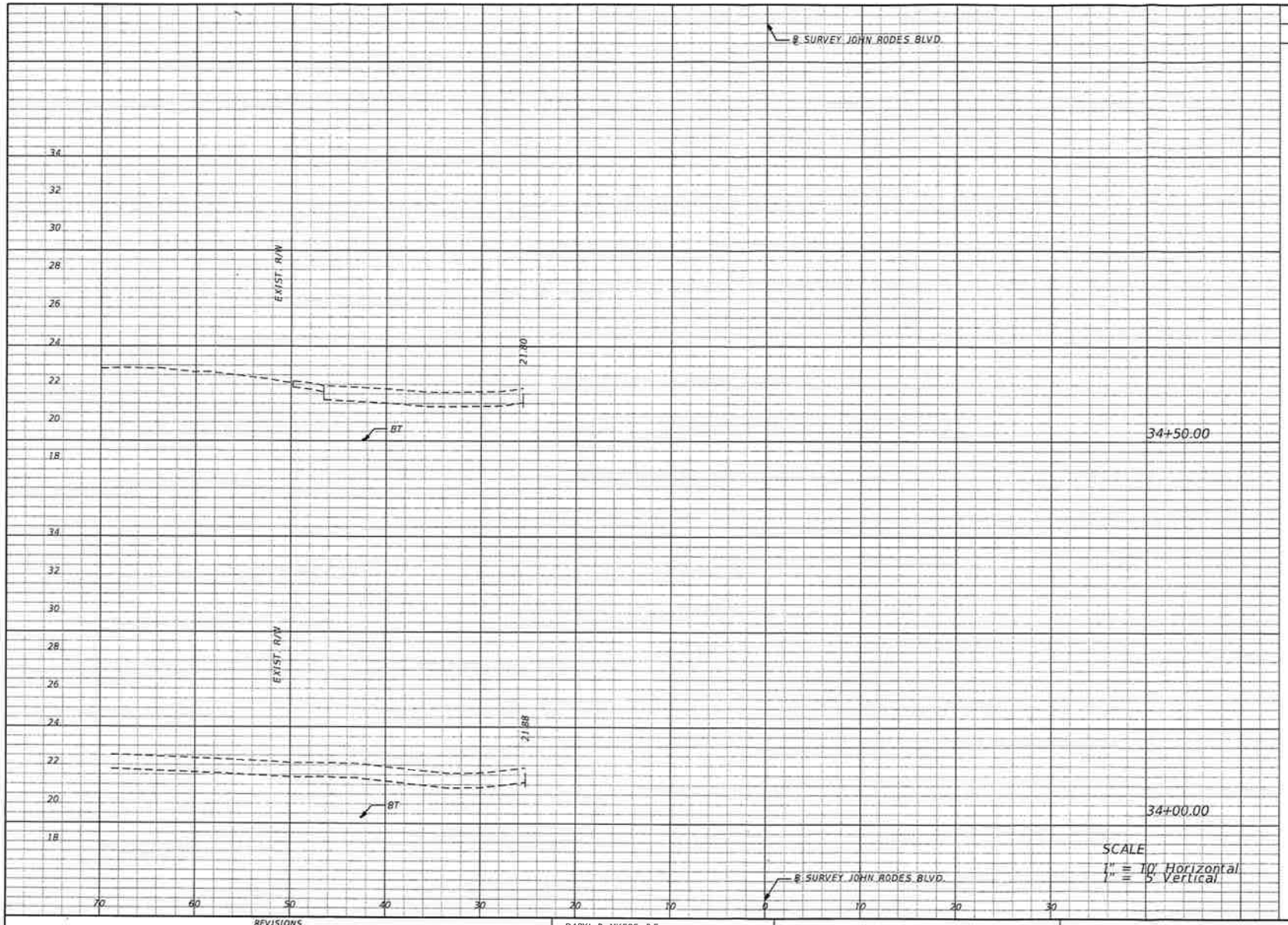
DARYL R. MYERS, P.E.
P.E. LICENSE NUMBER 61786
HANSON PROFESSIONAL SERVICES INC.
8075 GATE PARKWAY WEST, SUITE 204
JACKSONVILLE, FL 32216-3685
CERTIFICATE OF AUTHORIZATION 00007961

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
CR 511	BREVARD	441449-1-58-01

CROSS SECTIONS

SHEET NO. 24



Regular Exc.		Embankment	
A	V	A	V
0.0	0.0	0.0	0.0
0.0	4.5	0.0	1.1

34+50.00

34+00.00

SCALE
1" = 10' Horizontal
1" = 5' Vertical

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

DARYL R. MYERS, P.E.
P.E. LICENSE NUMBER 61786
HANSON PROFESSIONAL SERVICES INC.
8075 GATE PARKWAY WEST, SUITE 204
JACKSONVILLE, FL 32216-3685
CERTIFICATE OF AUTHORIZATION 00007961

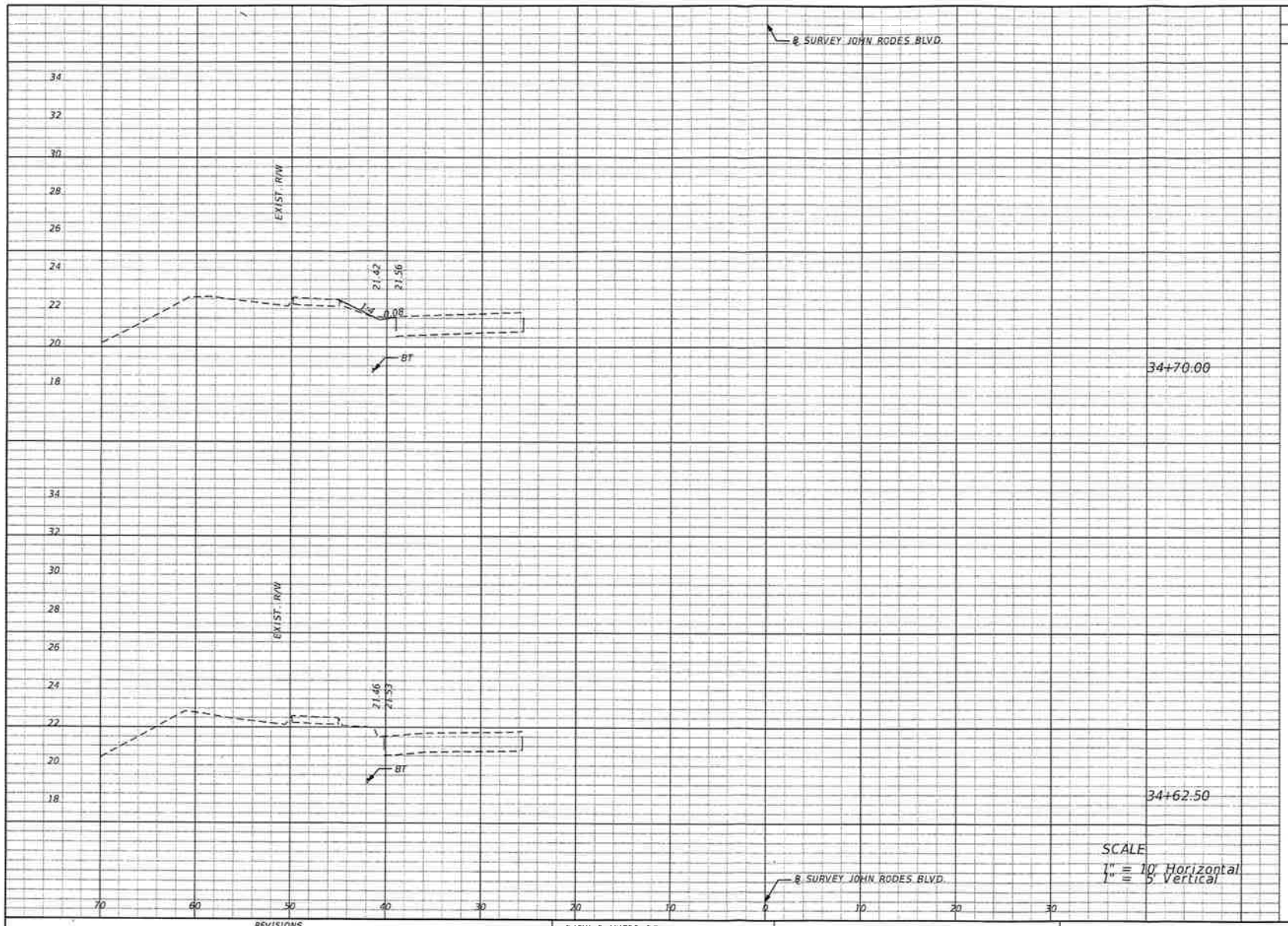
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
CR 511	BREVARD	441449-1-58-01

CROSS SECTIONS

SHEET NO. 25

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



	Regular Exc.		Embankment	
	A	V	A	V
34+70.00	0.2	0.0	0.4	0.1
34+62.50	0.0	0.0	0.0	0.0

SCALE
1" = 10' Horizontal
1" = 5' Vertical

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

DARYL R. MYERS, P.E.
P.E. LICENSE NUMBER 61786
HANSON PROFESSIONAL SERVICES INC.
8075 GATE PARKWAY WEST, SUITE 204
JACKSONVILLE, FL 32216-3685
CERTIFICATE OF AUTHORIZATION 00007961

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
CR 511	BREVARD	441449-1-58-01

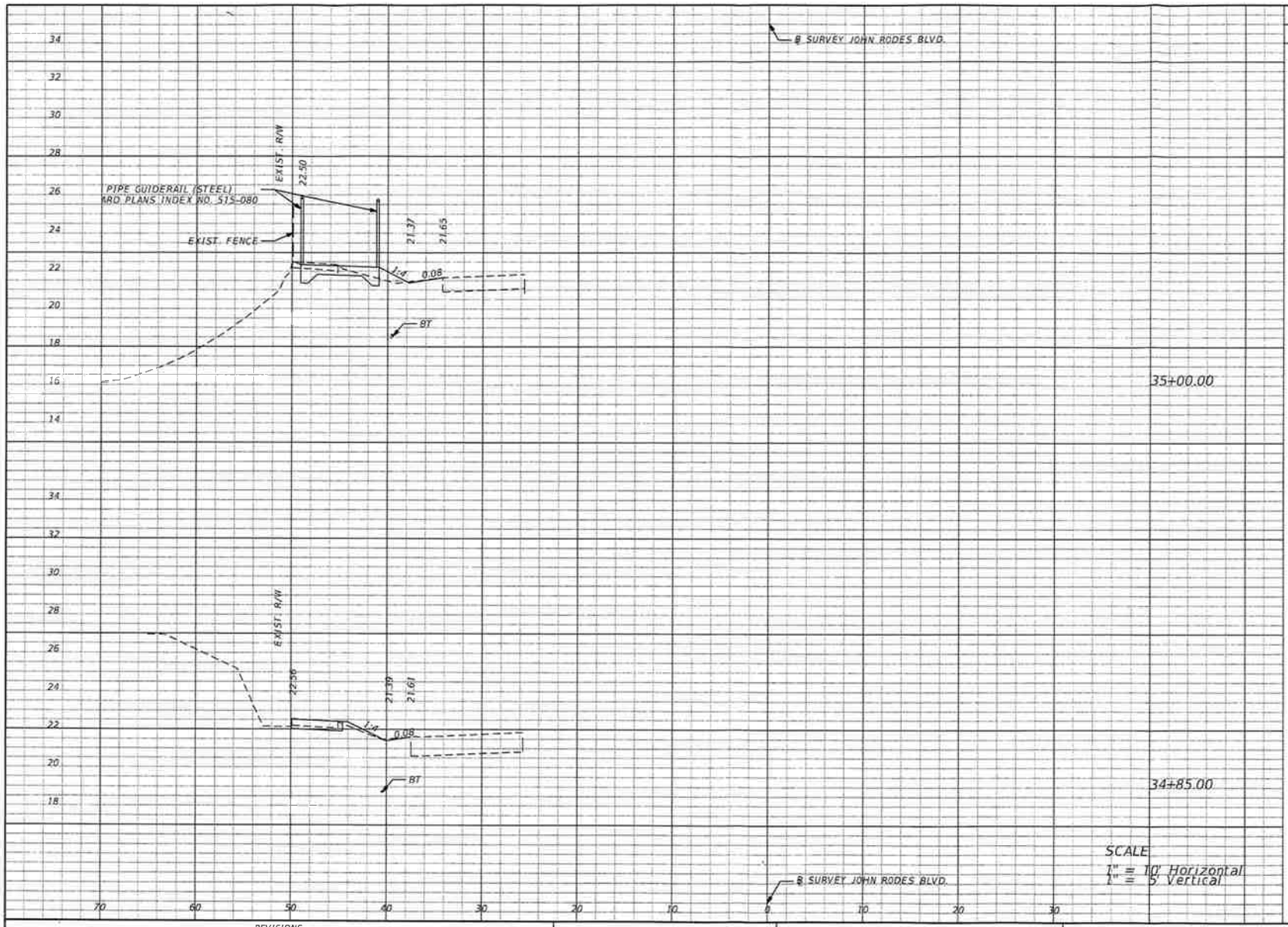
CROSS SECTIONS

SHEET NO. 26

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Regular Exc.		Embankment	
A	V	A	V
4.4	2.0	1.1	0.4
2.8	0.8	0.5	0.3

REVISIONS

DATE	DESCRIPTION	DATE	DESCRIPTION

DARYL R. MYERS, P.E.
P.E. LICENSE NUMBER 61786
HANSON PROFESSIONAL SERVICES INC.
8075 GATE PARKWAY WEST, SUITE 204
JACKSONVILLE, FL 32216-3685
CERTIFICATE OF AUTHORIZATION 0000796

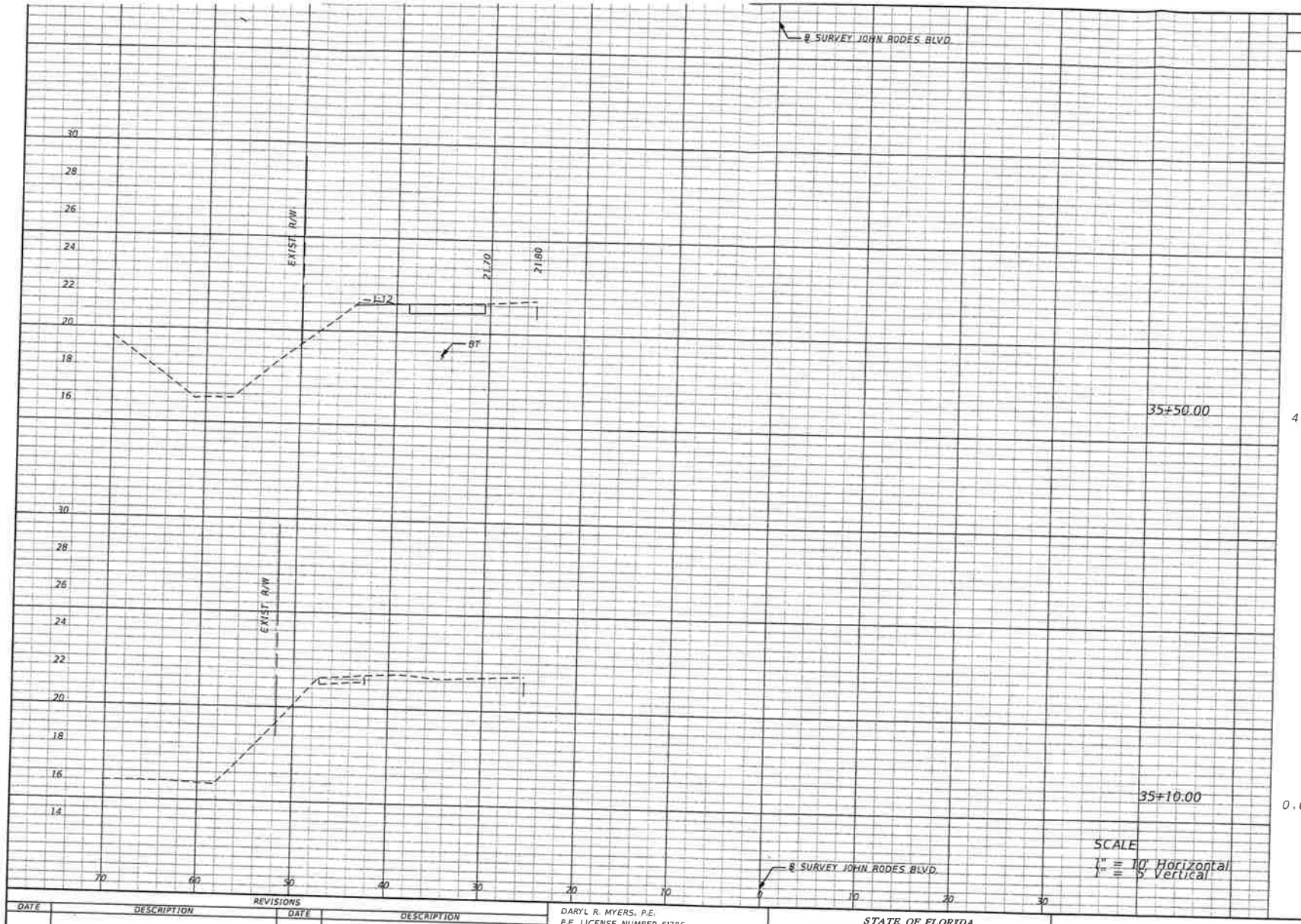
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
CR 511	BREVARD	441449-1-58-01

CROSS SECTIONS

SHEET NO. 27

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



Regular Exc.		Embankment	
A	V	A	V
4.7	3.5	0.0	0.0
0.0	0.8	0.0	0.2

SCALE
1" = 10' Horizontal
1" = 5' Vertical

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

DARYL R. MYERS, P.E.
P.E. LICENSE NUMBER 61786
HANSON PROFESSIONAL SERVICES INC.
8075 GATE PARKWAY WEST, SUITE 204
JACKSONVILLE, FL 32216-3685
CERTIFICATE OF AUTHORIZATION 00007961

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
CR 511	BREVARD	441449-1-58-01

CROSS SECTIONS

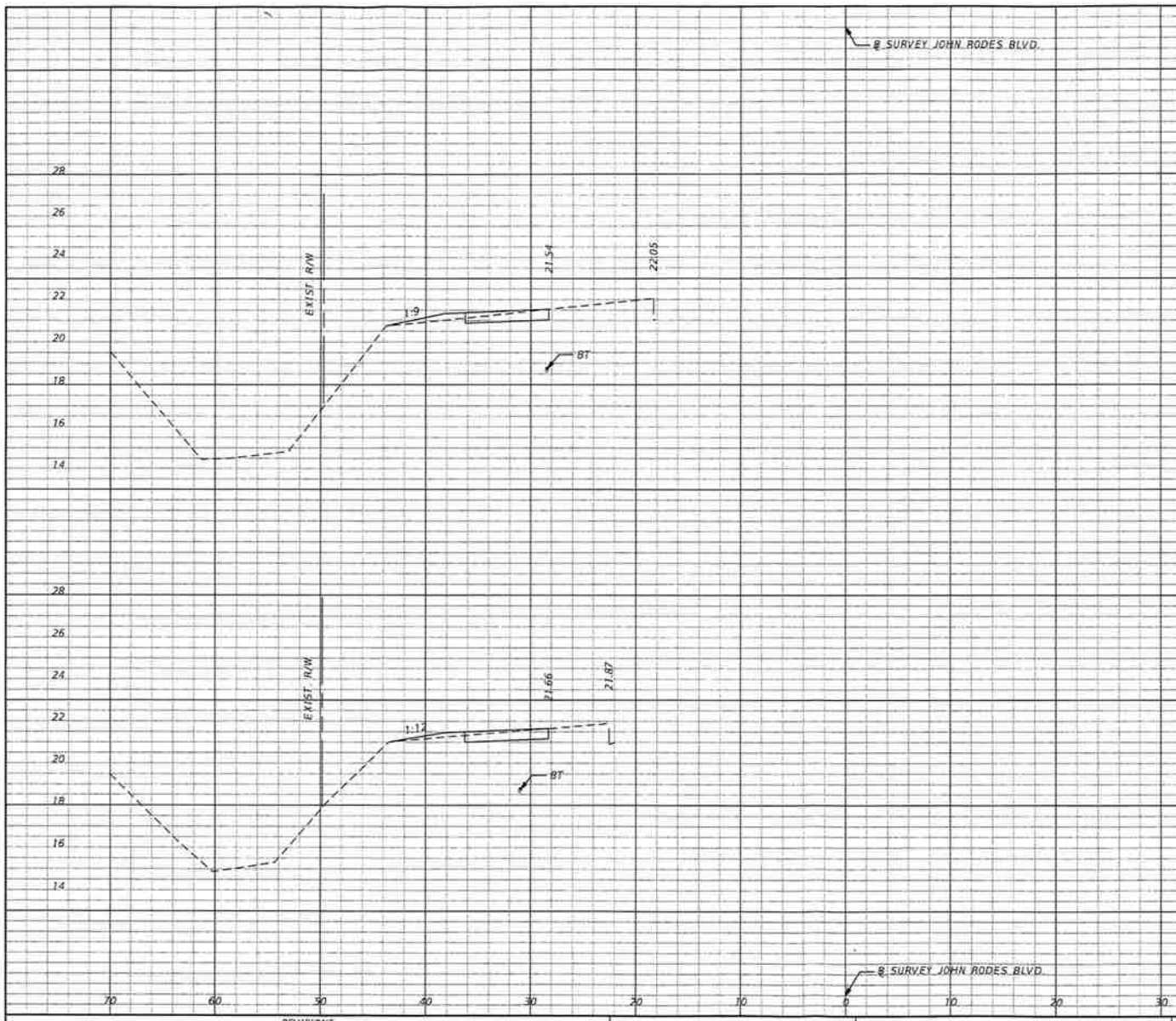
SHEET NO. 28

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

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	Regular Exc.		Embankment	
	A	V	A	V
36+50.00	3.0	5.8	1.4	2.1
36+00.00	3.3	7.4	0.9	0.8

SCALE
1" = 10' Horizontal
1" = 5' Vertical

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

DARYL R. MYERS, P.E.
P.E. LICENSE NUMBER 61786
HANSON PROFESSIONAL SERVICES INC.
8075 GATE PARKWAY WEST, SUITE 204
JACKSONVILLE, FL 32216-3685
CERTIFICATE OF AUTHORIZATION 00007961

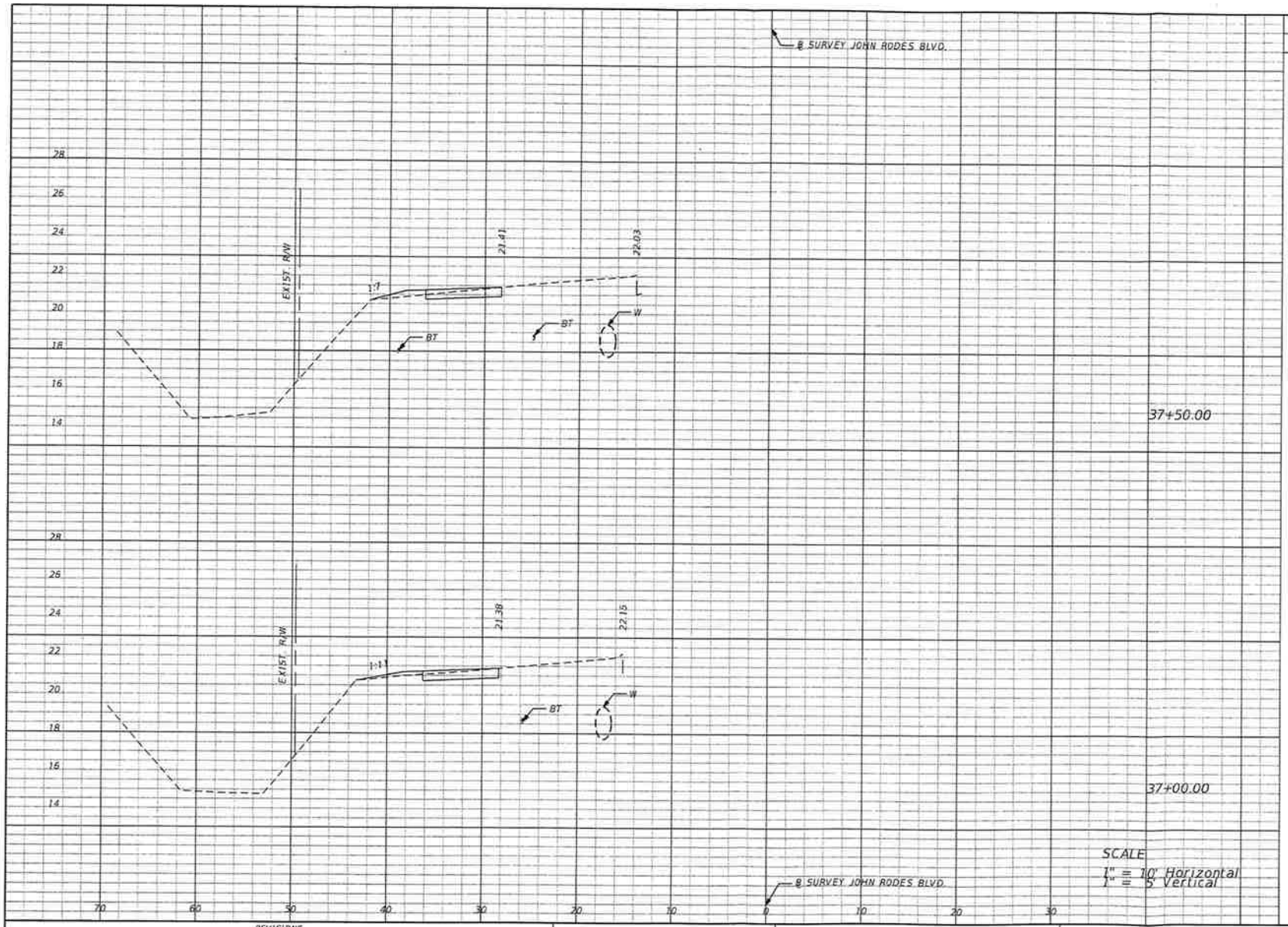
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
CR 511	BREVARD	441449-1-58-01

CROSS SECTIONS

SHEET NO. 29

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



	Regular Exc.		Embankment	
	A	V	A	V
37+50.00	3.0	5.7	1.2	1.9
37+00.00	3.2	5.7	0.8	2.0

SCALE
1" = 10' Horizontal
1" = 5' Vertical

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

DARYL R. MYERS, P.E.
P.E. LICENSE NUMBER 61786
HANSON PROFESSIONAL SERVICES INC.
8075 GATE PARKWAY WEST, SUITE 204
JACKSONVILLE, FL 32216-3685
CERTIFICATE OF AUTHORIZATION 00007961

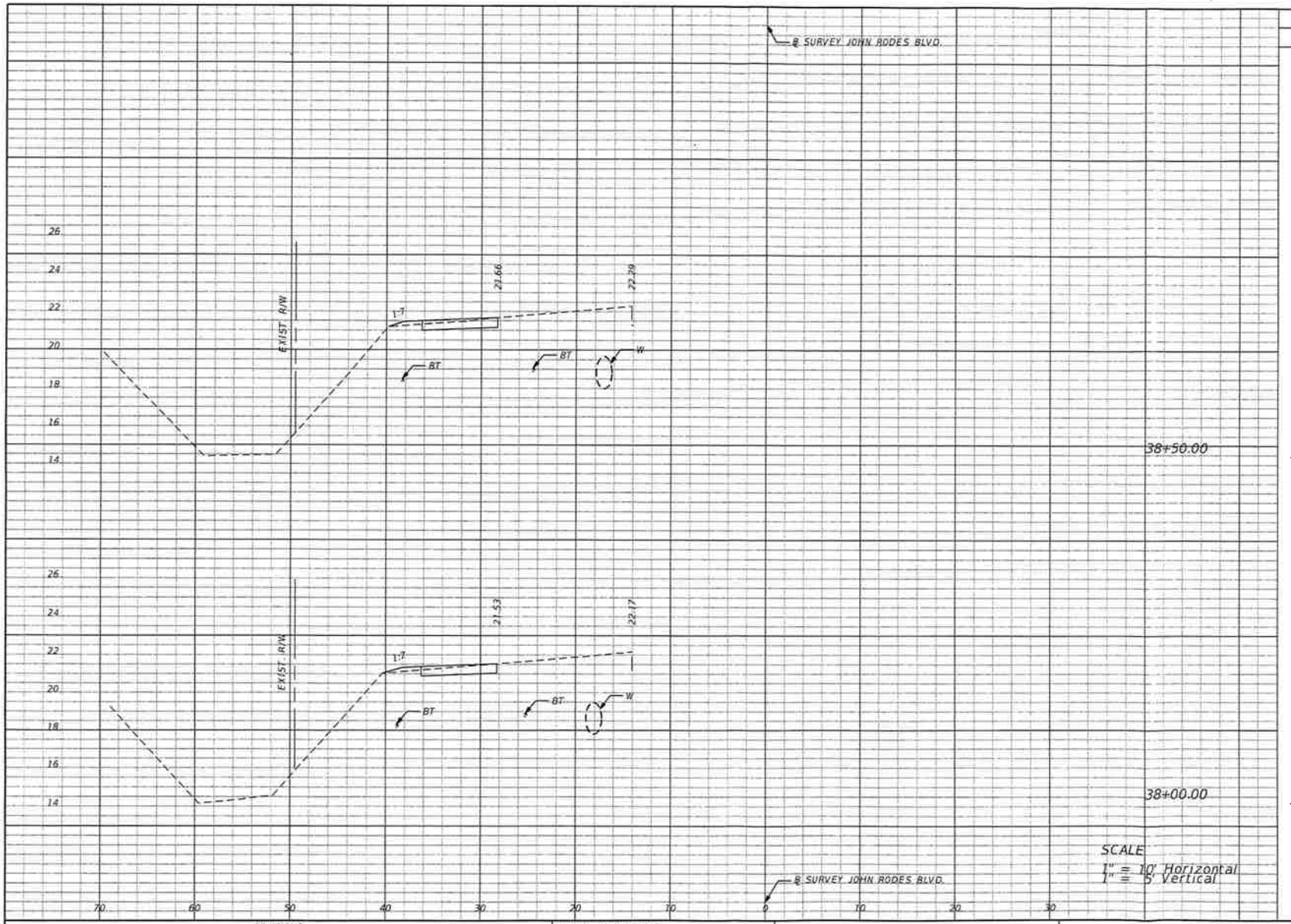
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
CR 511	BREVARD	441449-1-58-01

CROSS SECTIONS

SHEET NO. 30

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Regular Exc.		Embankment	
A	V	A	V
3.2	6.0	0.5	1.0
3.3	5.8	0.6	1.7

SCALE
1" = 10' Horizontal
1" = 5' Vertical

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

DARYL R. MYERS, P.E.
P.E. LICENSE NUMBER 61786
HANSON PROFESSIONAL SERVICES INC.
8075 GATE PARKWAY WEST, SUITE 204
JACKSONVILLE, FL 32216-3685
CERTIFICATE OF AUTHORIZATION 00007961

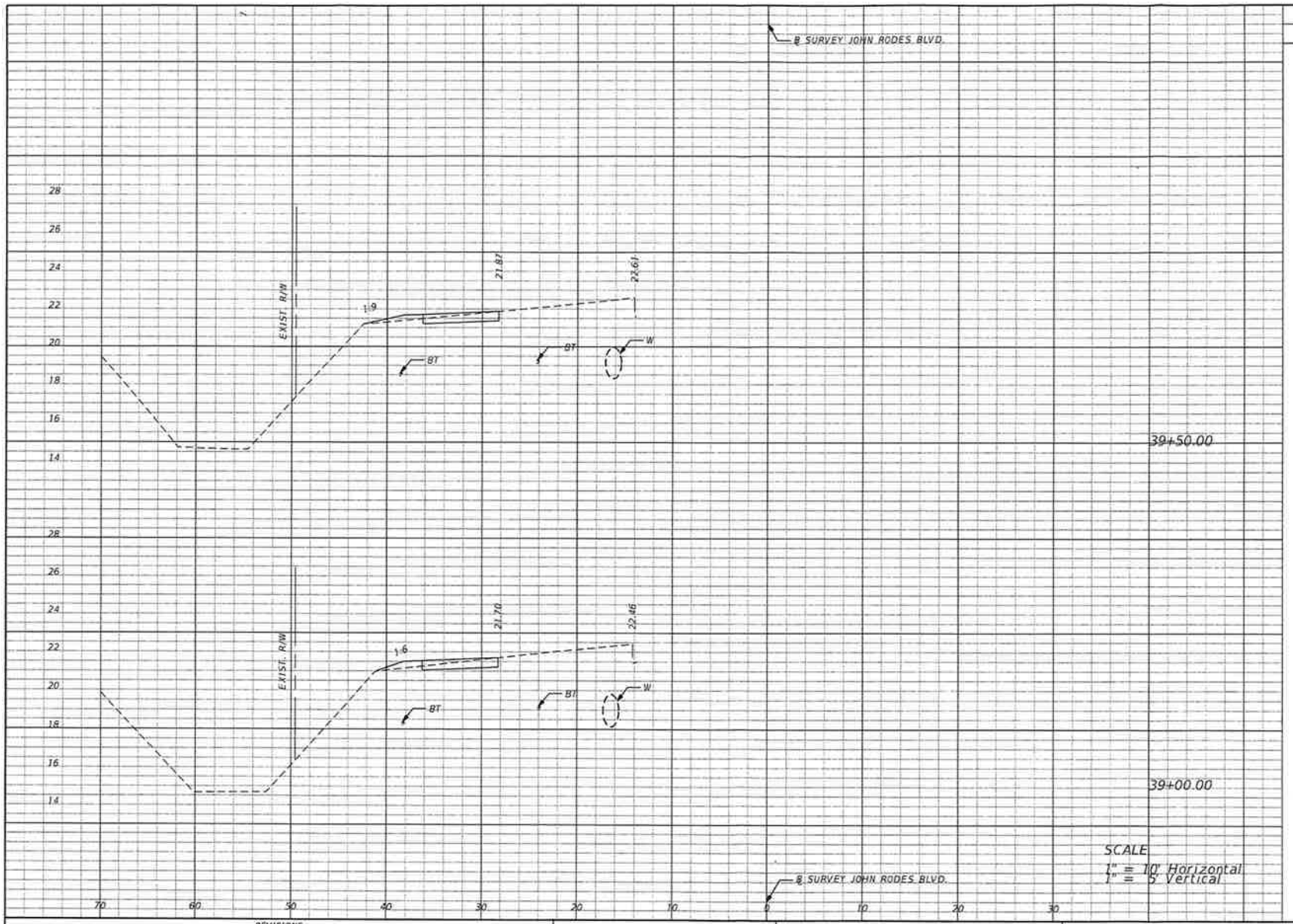
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
CR 511	BREVARD	441449-1-58-01

CROSS SECTIONS

SHEET NO. 31

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



Regular Exc.		Embankment		
A	V	A	V	
3.1	5.6	1.1	2.0	39+50.00
2.9	5.6	1.1	1.5	39+00.00

SCALE
1" = 10' Horizontal
1" = 5' Vertical

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

DARYL R. MYERS, P.E.
P.E. LICENSE NUMBER 61786
HANSON PROFESSIONAL SERVICES INC.
8075 GATE PARKWAY WEST, SUITE 204
JACKSONVILLE, FL 32216-3685
CERTIFICATE OF AUTHORIZATION 00007961

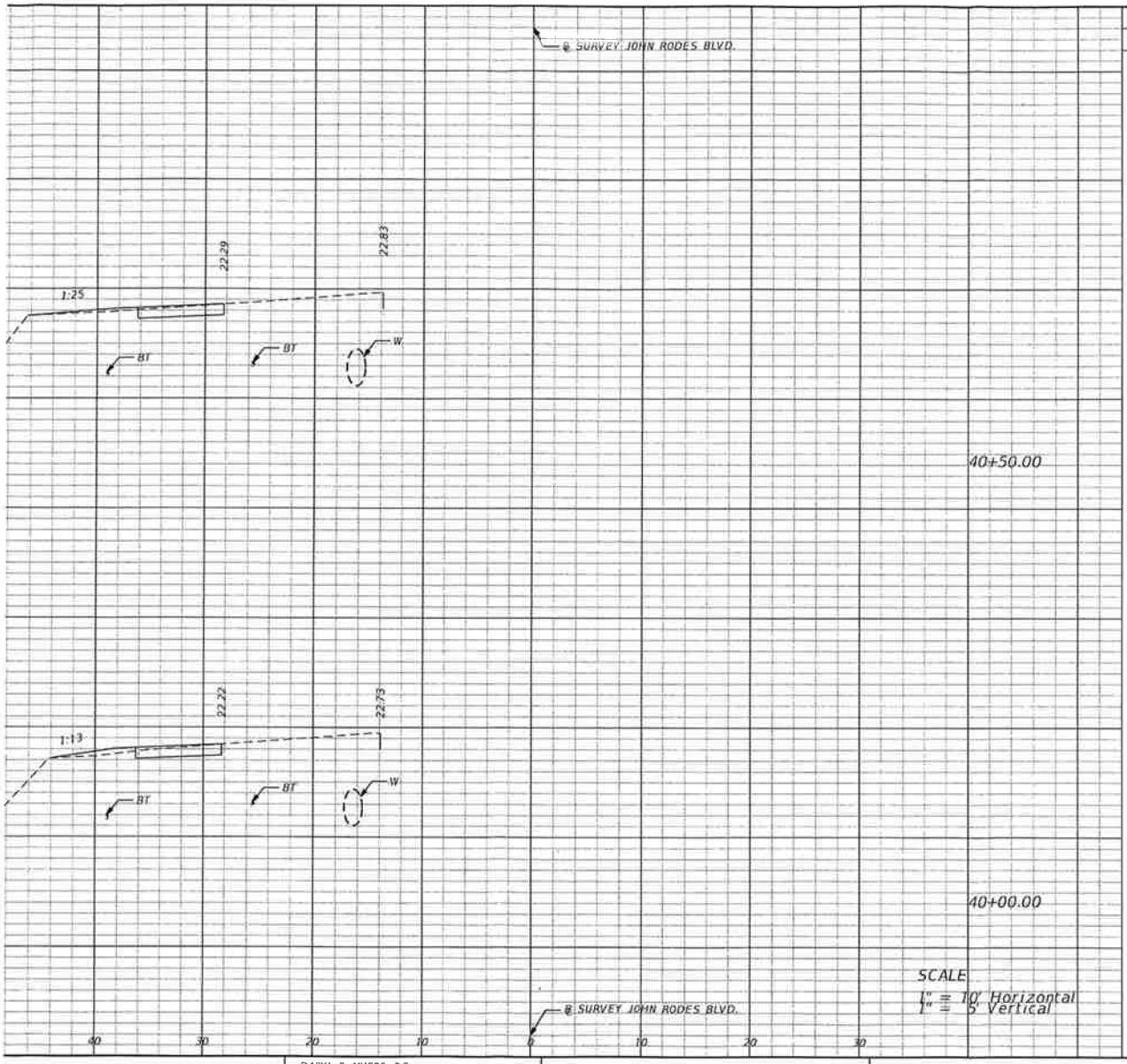
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
CR 511	BREVARD	441449-1-58-01

CROSS SECTIONS

SHEET NO. 32

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



	Regular Exc.		Embankment	
	A	V	A	V
40+50.00	3.6	6.5	0.8	1.9
40+00.00	3.4	6.0	1.2	2.1

E	DESCRIPTION

DARYL R. MYERS, P.E.
P.E. LICENSE NUMBER 61786
HANSON PROFESSIONAL SERVICES INC.
8075 GATE PARKWAY WEST, SUITE 204
JACKSONVILLE, FL 32216-3685
CERTIFICATE OF AUTHORIZATION 0000796

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
CR 511	BREVARD	441449-1-58-01

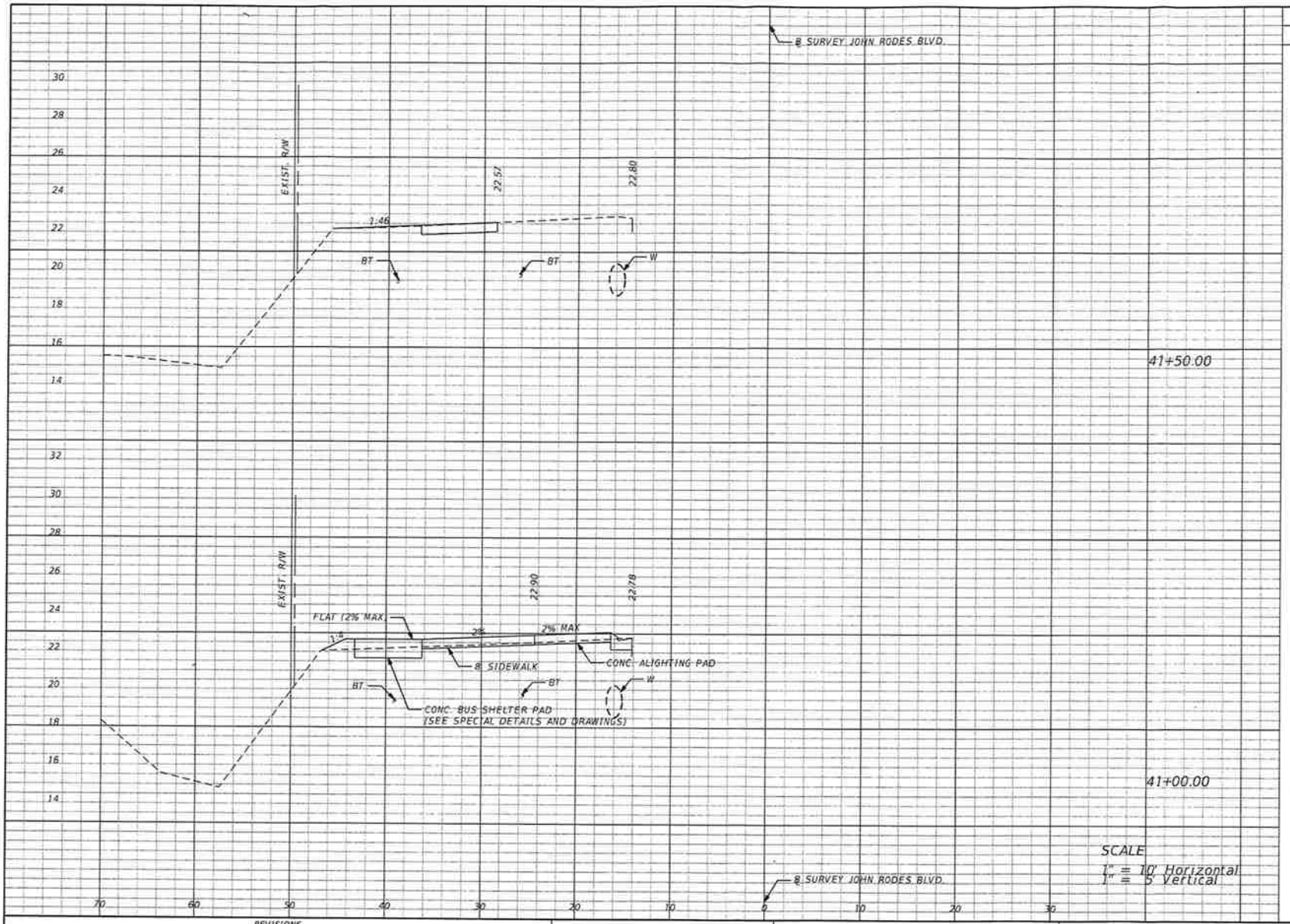
CROSS SECTIONS

SHEET NO. 33

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THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



	Regular Exc.		Embankment	
	A	V	A	V
41+50.00	3.9	10.5	0.3	1.4
41+00.00	7.4	10.2	1.2	1.9

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

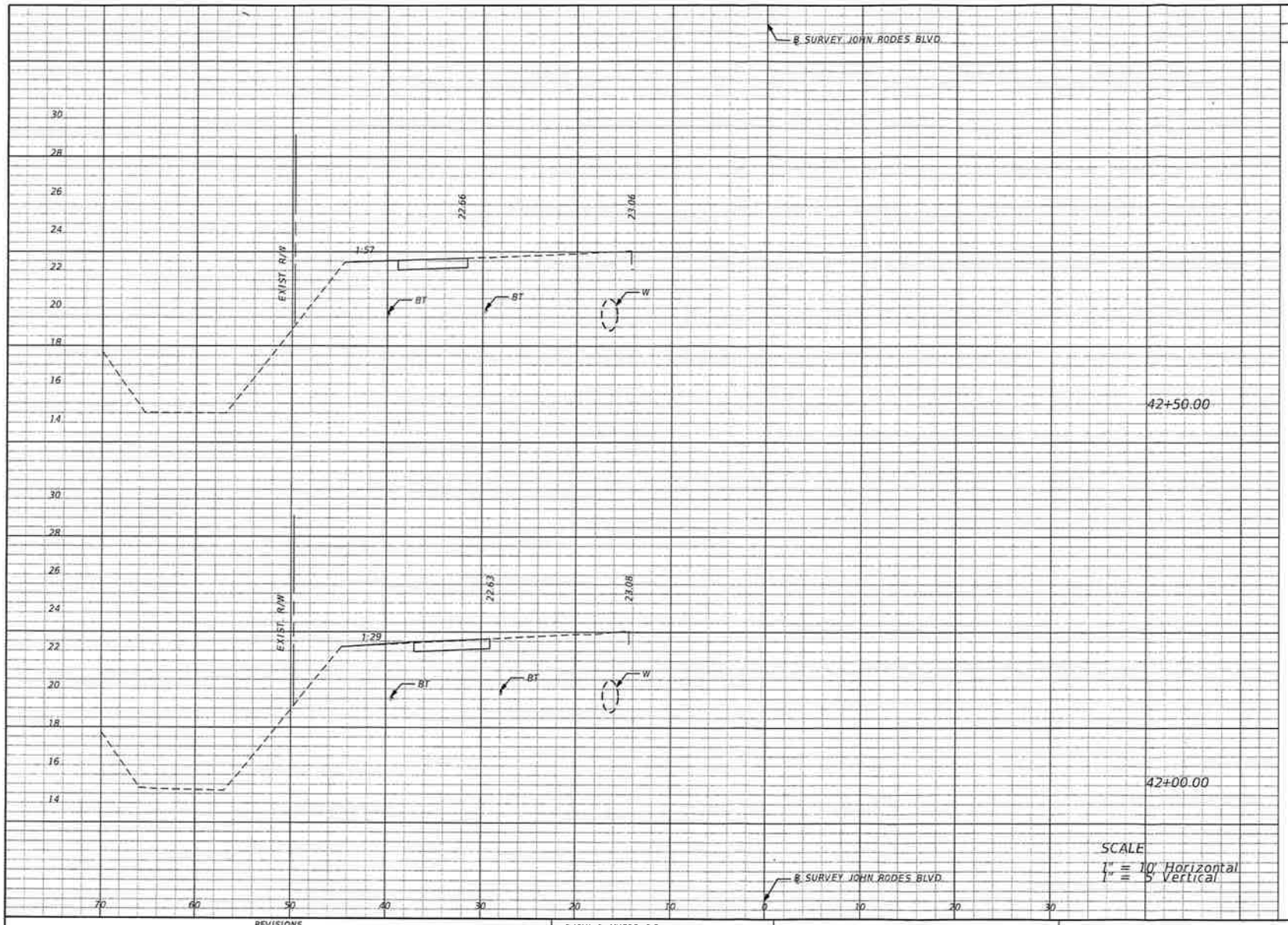
DARYL R. MYERS, P.E.
P.E. LICENSE NUMBER 61786
HANSON PROFESSIONAL SERVICES INC.
8075 GATE PARKWAY WEST, SUITE 204
JACKSONVILLE, FL 32216-3685
CERTIFICATE OF AUTHORIZATION 00007961

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
CR 511	BREVARD	441449-1-58-01

CROSS SECTIONS

SHEET NO. 34



	Regular Exc.		Embankment	
	A	V	A	V
42+50.00	3.6	6.9	0.0	0.2
42+00.00	3.8	7.1	0.2	0.5

SCALE
1" = 10' Horizontal
1" = 5' Vertical

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

DARYL R. MYERS, P.E.
P.E. LICENSE NUMBER 61786
HANSON PROFESSIONAL SERVICES INC.
8075 GATE PARKWAY WEST, SUITE 204
JACKSONVILLE, FL 32216-3685
CERTIFICATE OF AUTHORIZATION 0000796

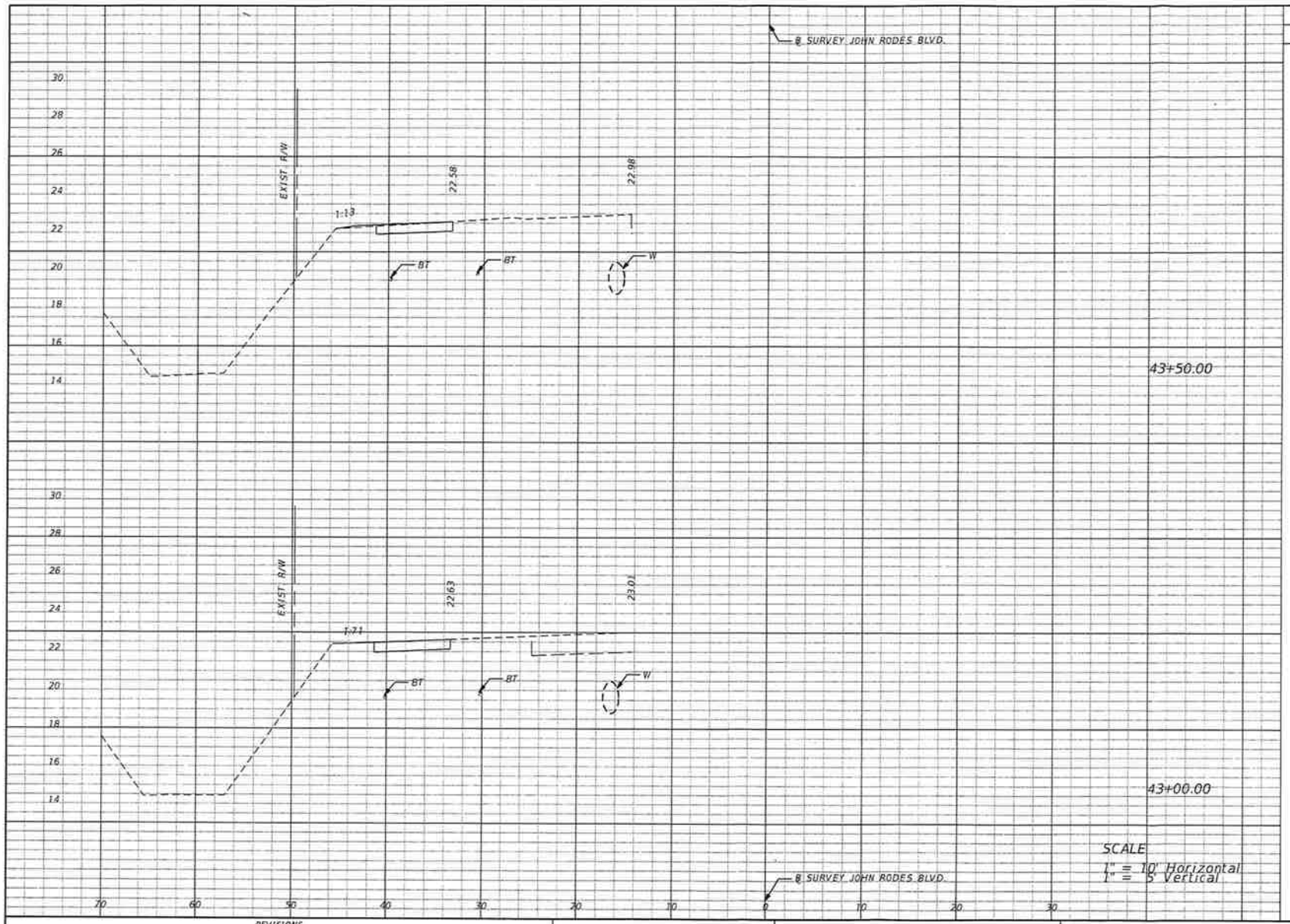
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
CR 511	BREVARD	441449-1-58-01

CROSS SECTIONS

SHEET NO. 35

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



	Regular Exc.		Embankment	
	A	V	A	V
43+50.00	3.7	7.1	0.3	0.3
43+00.00	4.0	7.0	0.0	0.0

SCALE
1" = 10' Horizontal
1" = 5' Vertical

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

DARYL R. MYERS, P.E.
P.E. LICENSE NUMBER 61786
HANSON PROFESSIONAL SERVICES INC.
8075 GATE PARKWAY WEST, SUITE 204
JACKSONVILLE, FL 32216-3685
CERTIFICATE OF AUTHORIZATION 00007961

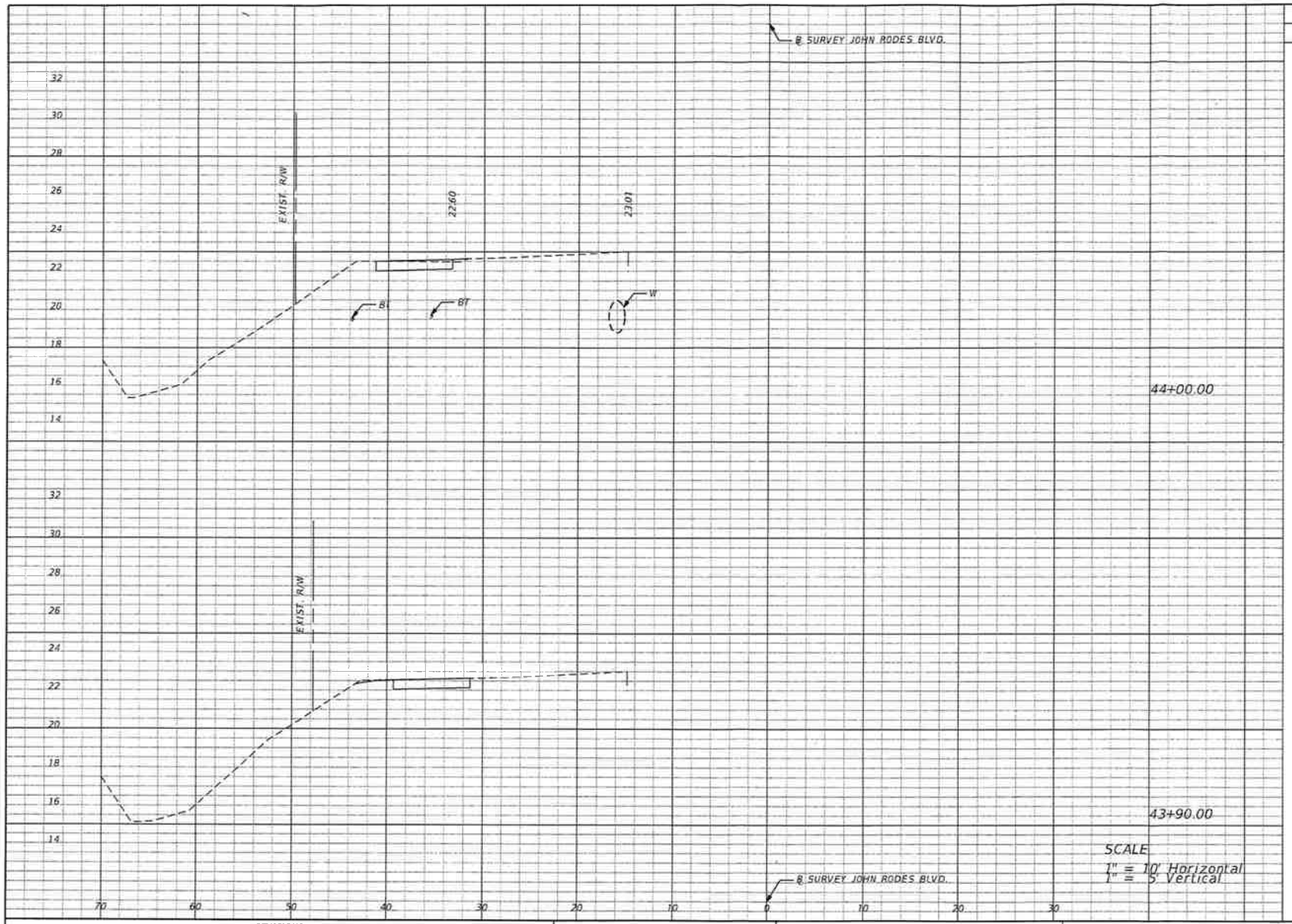
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
CR 511	BREVARD	441449-1-58-01

CROSS SECTIONS

SHEET NO. 36

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



Regular Exc.		Embankment	
A	V	A	V
3.5	1.3	0.2	0.1
3.6	5.4	0.3	0.4

44+00.00

43+90.00

SCALE
1" = 10' Horizontal
1" = 5' Vertical

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

DARYL R. MYERS, P.E.
P.E. LICENSE NUMBER 61786
HANSON PROFESSIONAL SERVICES INC.
8075 GATE PARKWAY WEST, SUITE 204
JACKSONVILLE, FL 32216-3685
CERTIFICATE OF AUTHORIZATION 00007961

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
CR 511	BREVARD	441449-1-58-01

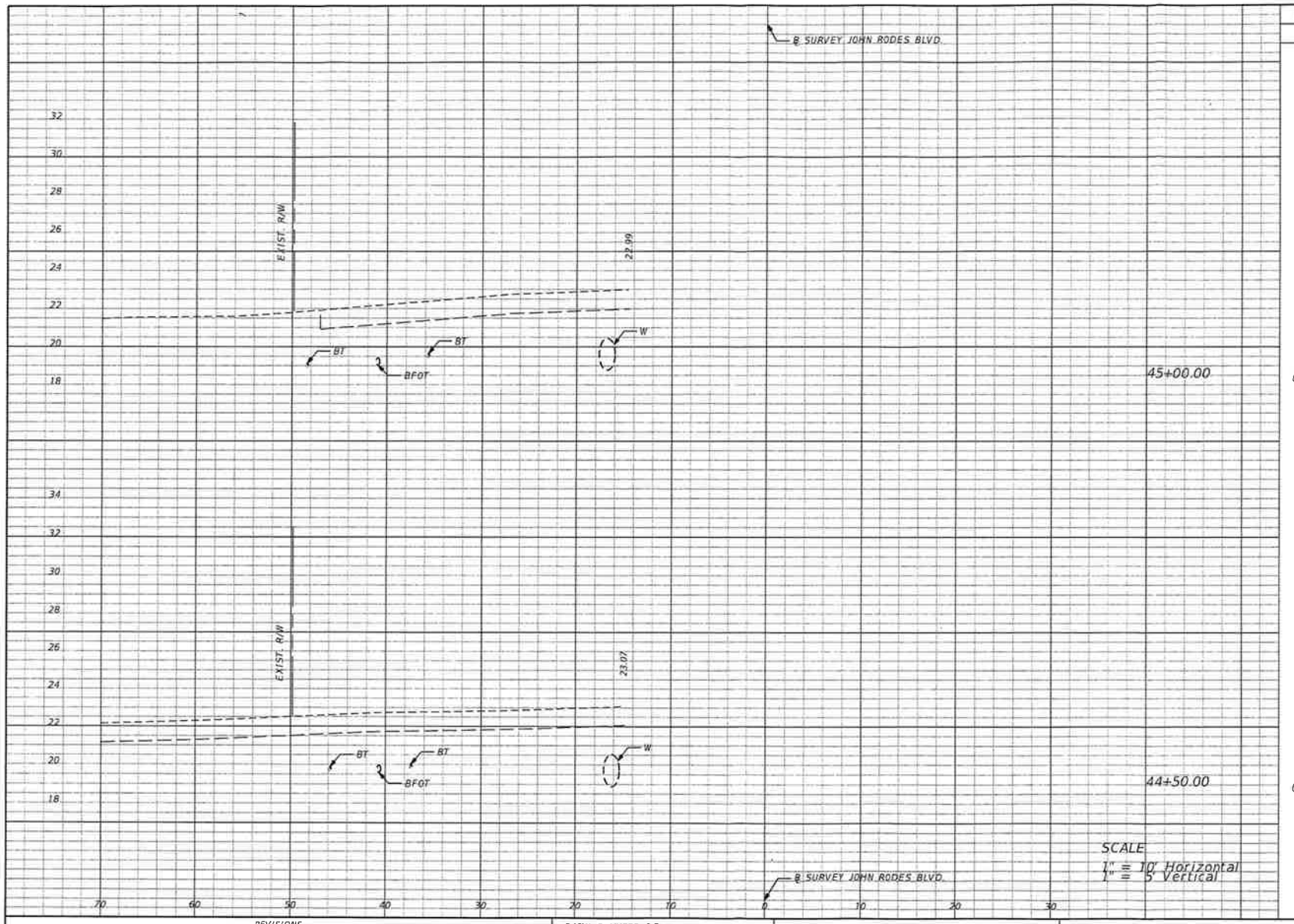
CROSS SECTIONS

SHEET NO. 37

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	Regular Exc.		Embankment	
	A	V	A	V
45+00.00	0.0	0.0	0.0	0.0
44+50.00	0.0	3.2	0.0	0.2

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

DARYL R. MYERS, P.E.
P.E. LICENSE NUMBER 61786
HANSON PROFESSIONAL SERVICES INC.
8075 GATE PARKWAY WEST, SUITE 204
JACKSONVILLE, FL 32216-3685
CERTIFICATE OF AUTHORIZATION 00007961

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
CR 511	BREVARD	441449-1-58-01

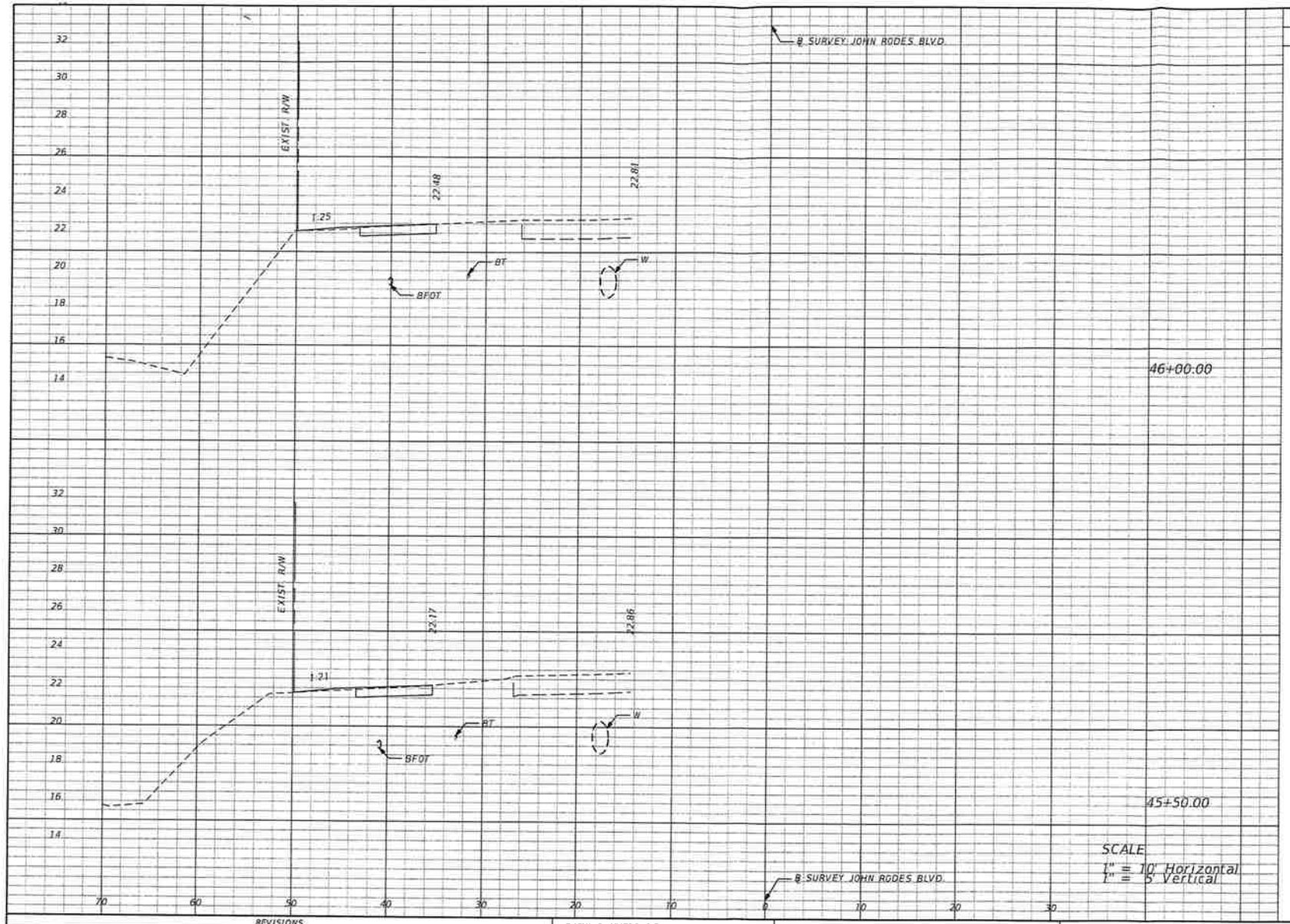
CROSS SECTIONS

SHEET NO. 38

Ha02033

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	Regular Exc.		Embankment	
	A	V	A	V
46+00.00	3.8	6.9	0.4	0.7
45+50.00	3.6	3.3	0.4	0.4

SCALE
1" = 10' Horizontal
1" = 5' Vertical

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

DARYL R. MYERS, P.E.
P.E. LICENSE NUMBER 61786
HANSON PROFESSIONAL SERVICES INC.
8075 GATE PARKWAY WEST, SUITE 204
JACKSONVILLE, FL 32216-3685
CERTIFICATE OF AUTHORIZATION 00007961

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
CR 511	BREVARD	441449-1-58-01

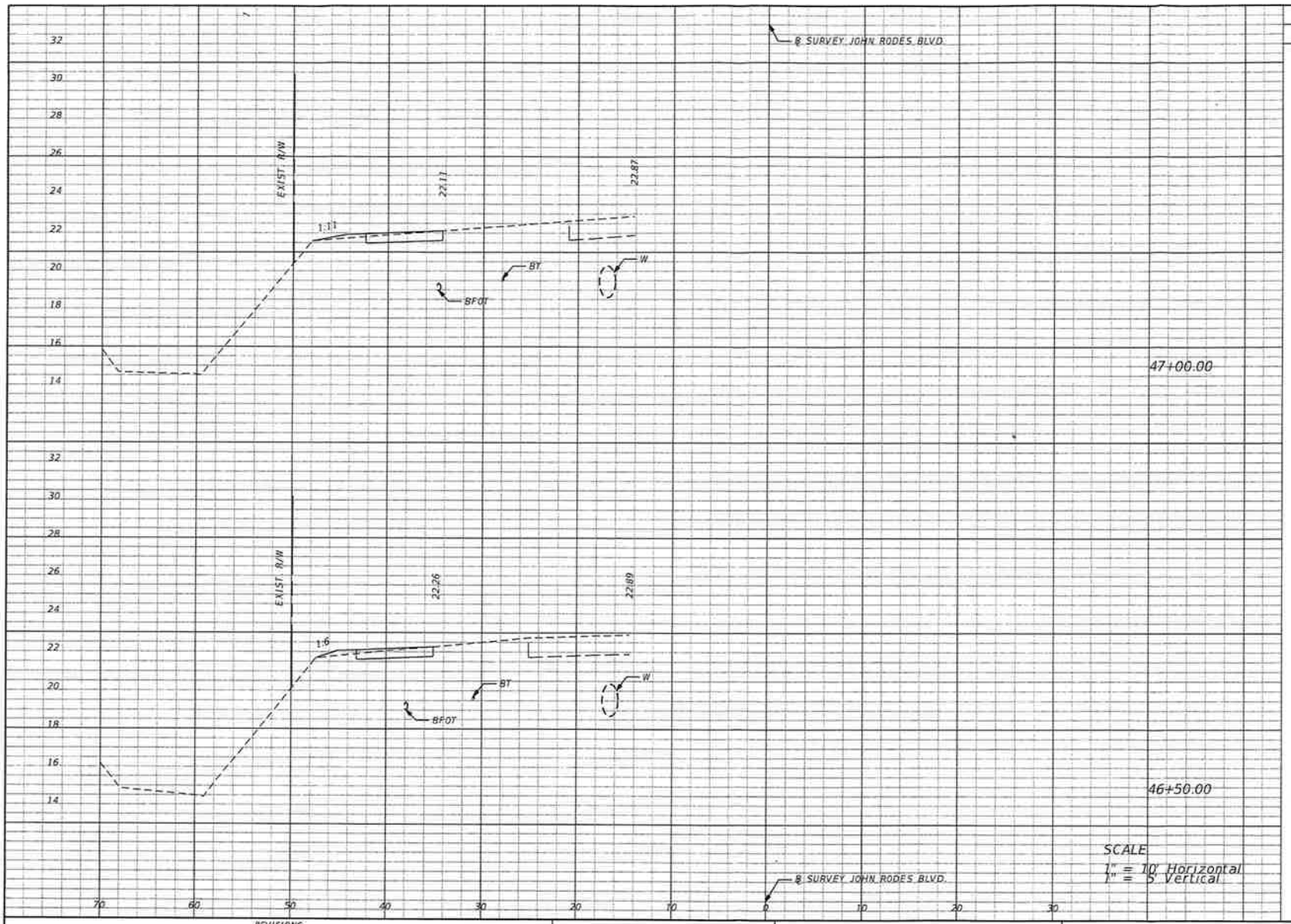
CROSS SECTIONS

SHEET NO. 39

Ha02033

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	Regular Exc.		Embankment	
	A	V	A	V
47+00.00	3.4	6.2	0.7	1.4
46+50.00	3.3	6.6	0.8	1.1

SCALE
1" = 10' Horizontal
1" = 5' Vertical

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

DARYL R. MYERS, P.E.
P.E. LICENSE NUMBER 61786
HANSON PROFESSIONAL SERVICES INC.
8075 GATE PARKWAY WEST, SUITE 204
JACKSONVILLE, FL 32216-3685
CERTIFICATE OF AUTHORIZATION 00007961

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
CR 511	BREVARD	441449-1-58-01

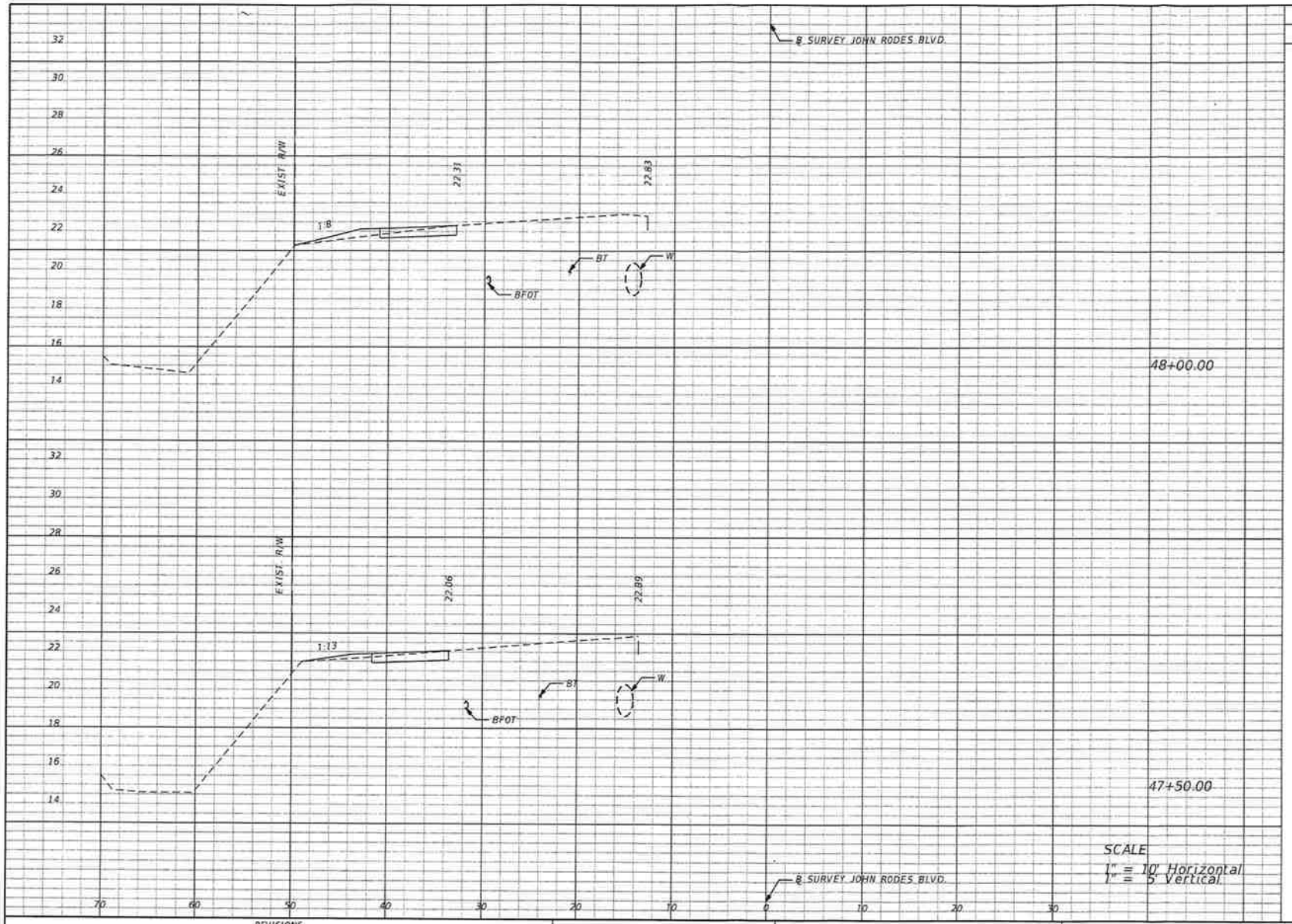
CROSS SECTIONS

SHEET NO. 40

Ha02033

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	Regular Exc.		Embankment	
	A	V	A	V
48+00.00	2.9	5.7	2.1	2.9
47+50.00	3.3	6.2	1.0	1.6

SCALE
1" = 10' Horizontal
1" = 5' Vertical

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

DARYL R. MYERS, P.E.
P.E. LICENSE NUMBER 61786
HANSON PROFESSIONAL SERVICES INC.
8075 GATE PARKWAY WEST, SUITE 204
JACKSONVILLE, FL 32216-3685
CERTIFICATE OF AUTHORIZATION 00007961

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
CR 511	BREVARD	441449-1-58-01

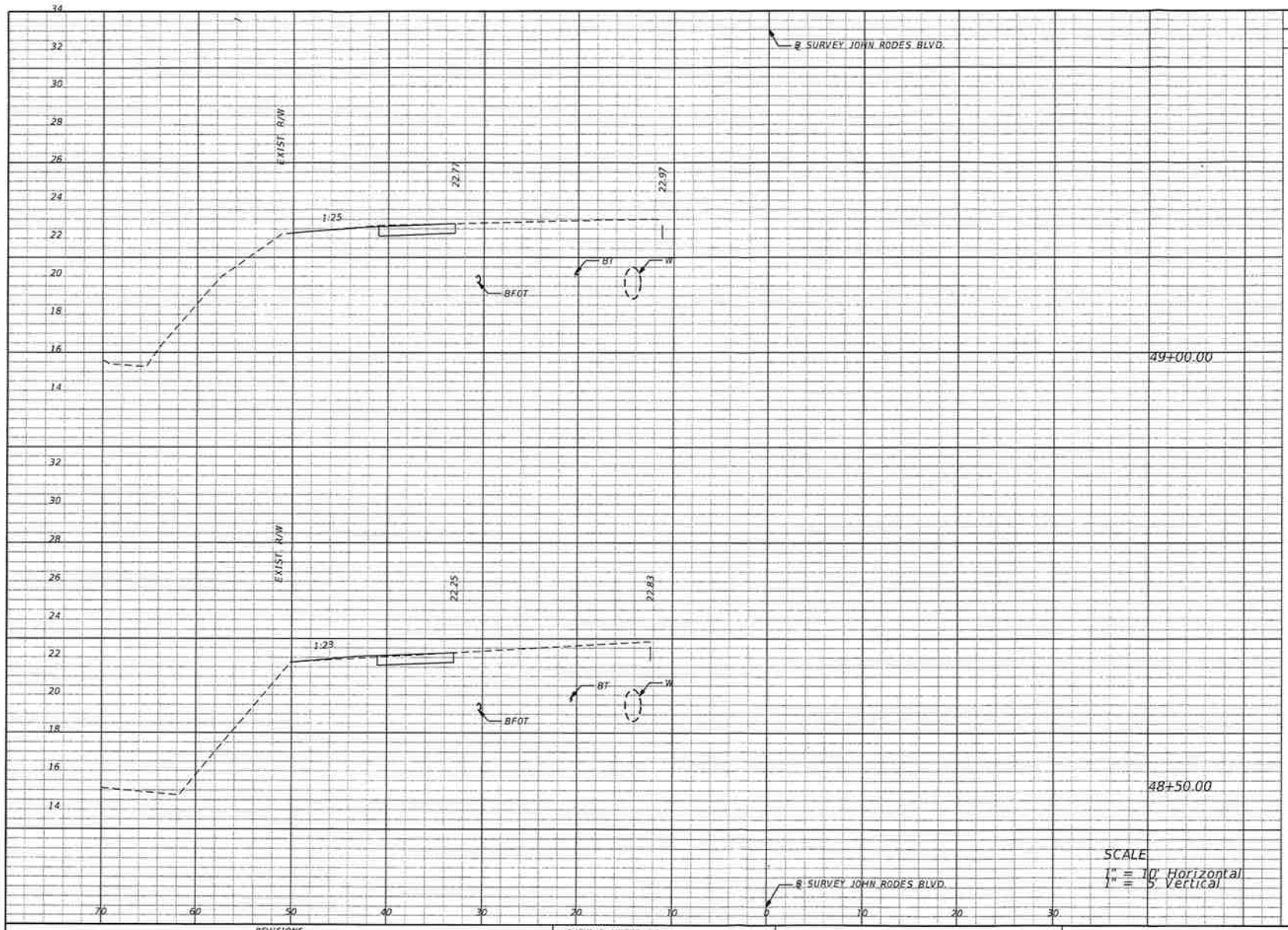
CROSS SECTIONS

SHEET NO. 41

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Regular Exc.		Embankment	
A	V	A	V
4.4	7.5	0.0	0.4
3.7	6.1	0.4	2.3

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

DARYL R. MYERS, P.E.
P.E. LICENSE NUMBER 61786
HANSON PROFESSIONAL SERVICES INC.
8075 GATE PARKWAY WEST, SUITE 204
JACKSONVILLE, FL 32216-3685
CERTIFICATE OF AUTHORIZATION 0000796

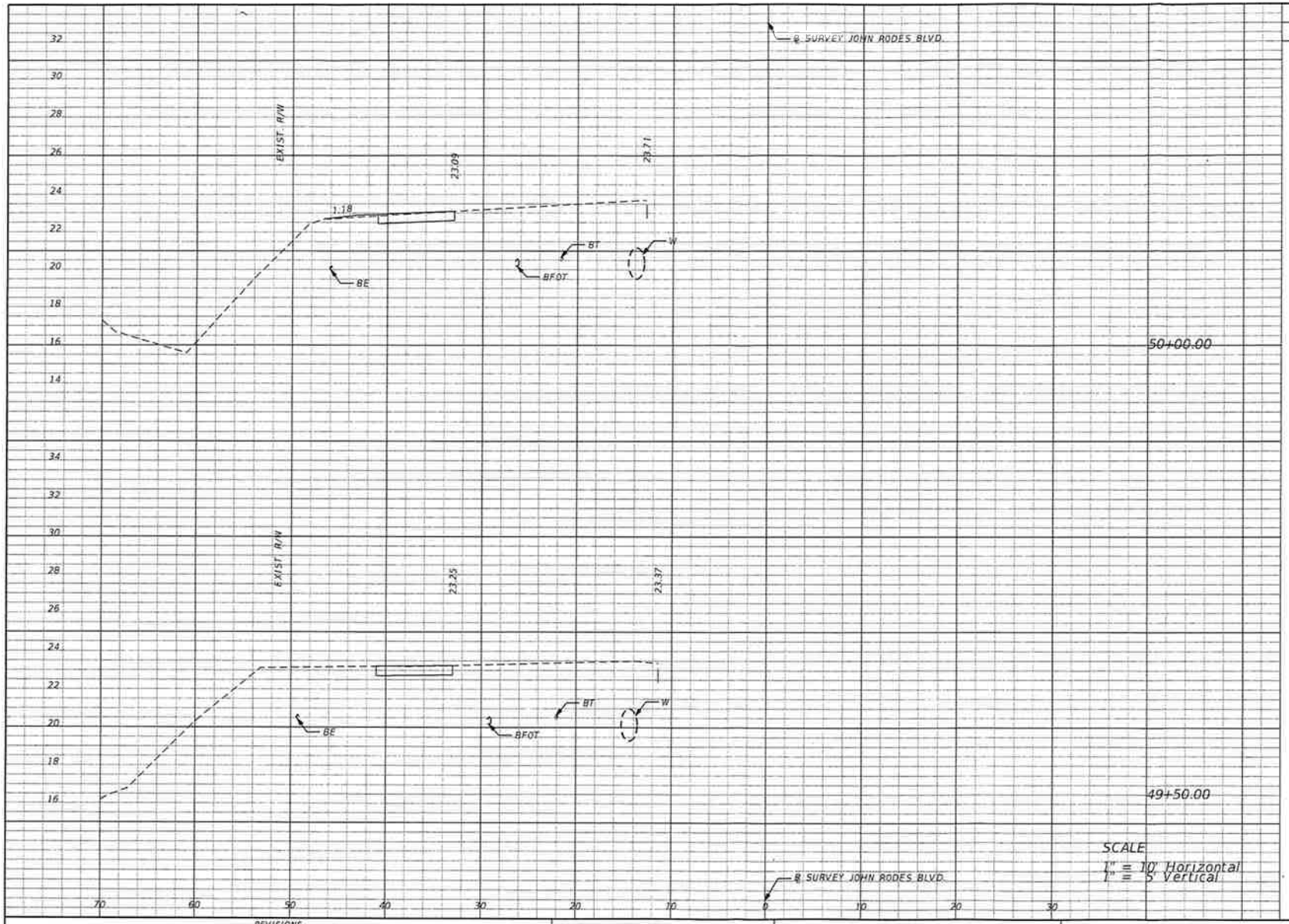
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
CR 511	BREVARD	441449-1-58-01

CROSS SECTIONS

SHEET NO. 42

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	Regular Exc.		Embankment	
	A	V	A	V
50+00.00	3.7	7.0	0.4	0.4
49+50.00	3.9	7.7	0.0	0.0

SCALE
1" = 10' Horizontal
1" = 5' Vertical

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

DARYL R. MYERS, P.E.
P.E. LICENSE NUMBER 61786
HANSON PROFESSIONAL SERVICES INC.
8075 GATE PARKWAY WEST, SUITE 204
JACKSONVILLE, FL 32216-3685
CERTIFICATE OF AUTHORIZATION 00007961

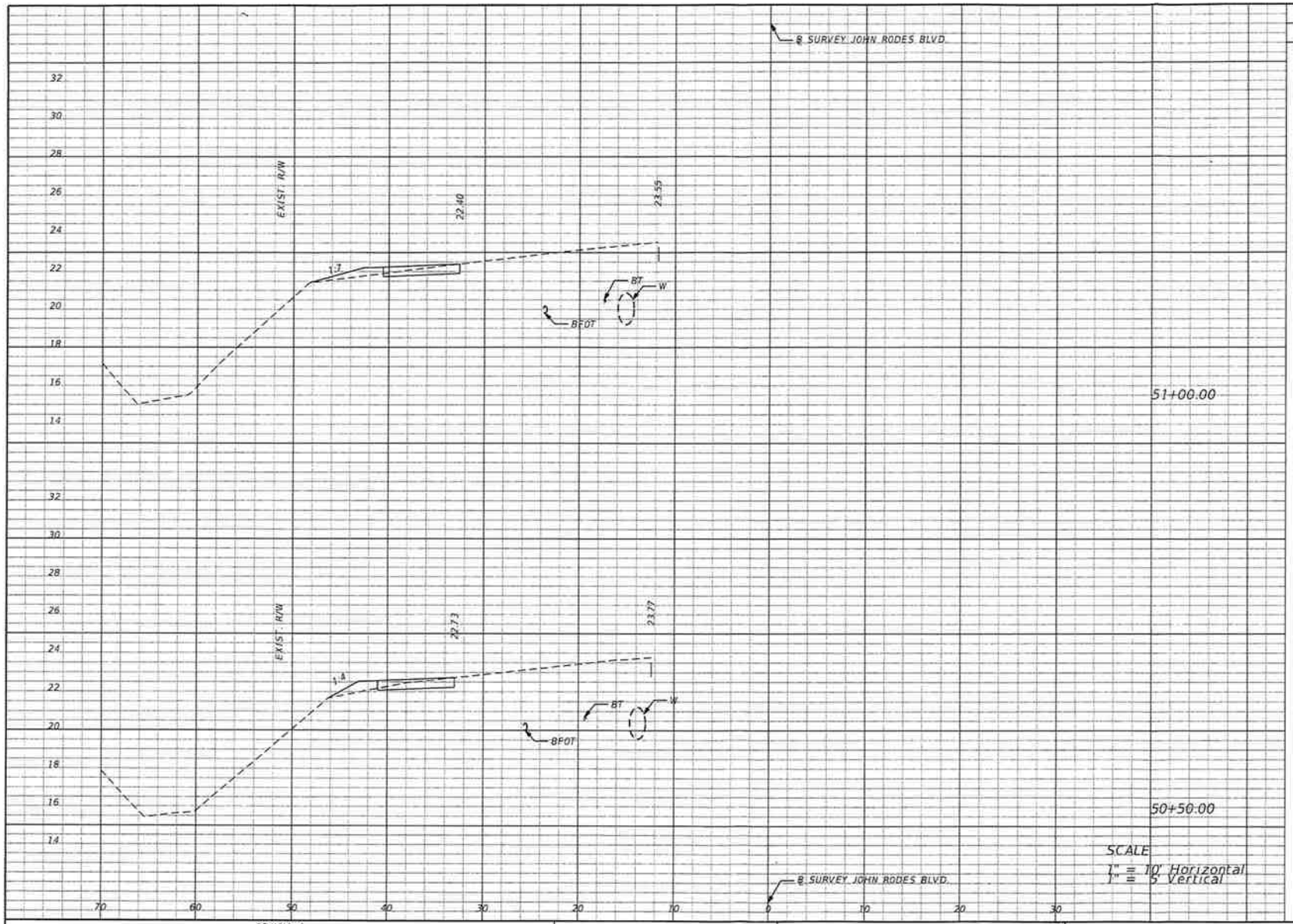
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
CR 511	BREVARD	441449-1-58-01

CROSS SECTIONS

SHEET NO. 43

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Regular Exc.		Embankment	
A	V	A	V
2.7	5.0	2.0	3.5
2.7	5.9	1.8	2.0

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

DARYL R. MYERS, P.E.
P.E. LICENSE NUMBER 61786
HANSON PROFESSIONAL SERVICES INC.
8075 GATE PARKWAY WEST, SUITE 204
JACKSONVILLE, FL 32216-3685
CERTIFICATE OF AUTHORIZATION 00007961

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
CR 511	BREVARD	441449-1-58-01

CROSS SECTIONS

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

DARYL R. MYERS, P.E.
P.E. LICENSE NUMBER 61786
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8075 GATE PARKWAY WEST, SUITE 204
JACKSONVILLE, FL 32216-3685
CERTIFICATE OF AUTHORIZATION 00007961

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
CR 511	BREVARD	441449-1-58-01

CROSS SECTIONS

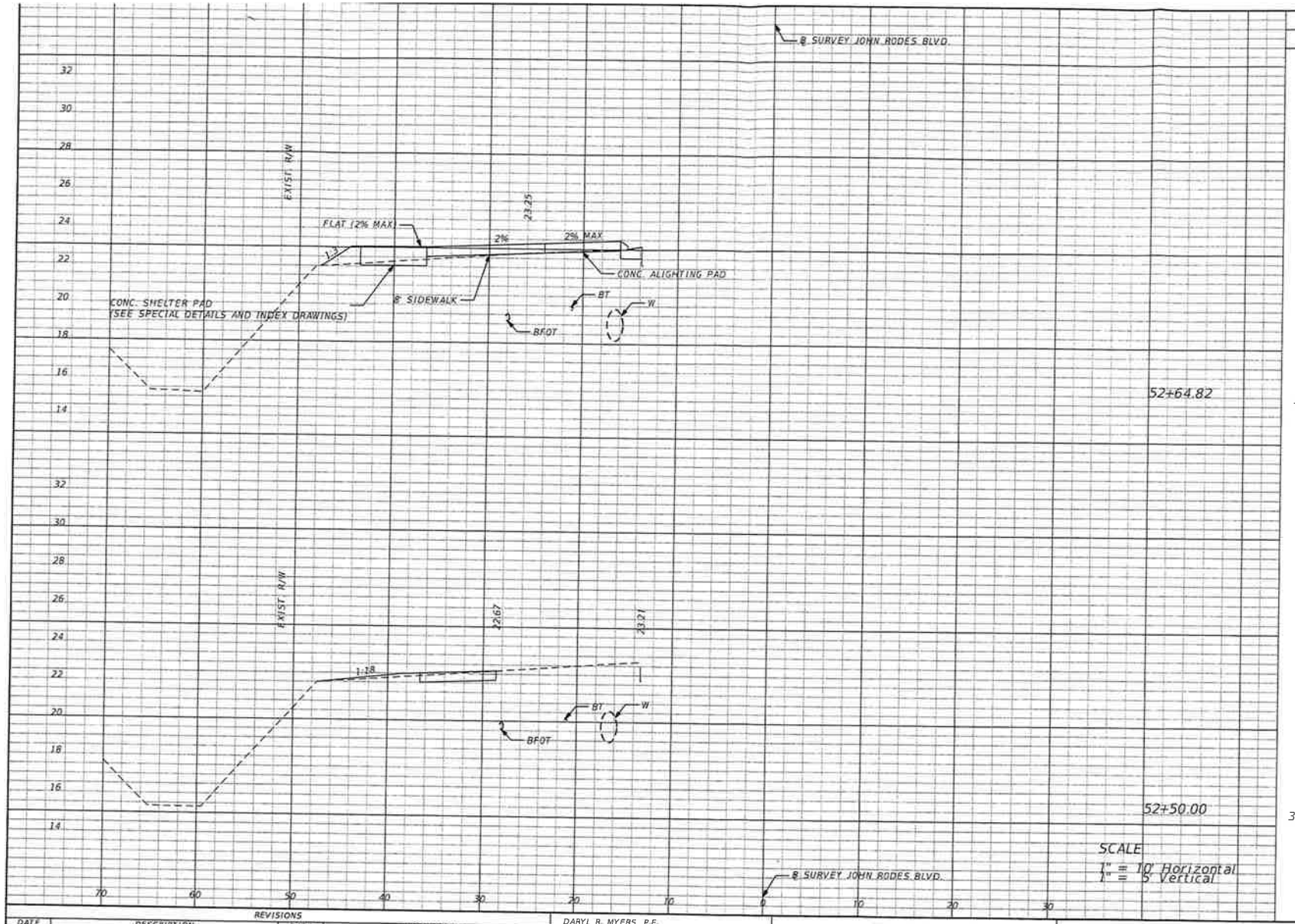
SHEET NO. 45

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	Regular Exc.		Embankment	
	A	V	A	V
52+64.82	3.2	1.8	3.0	1.1
52+50.00	3.5	6.6	1.0	1.3

SCALE
1" = 10' Horizontal
1" = 5' Vertical

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

DARYL R. MYERS, P.E.
P.E. LICENSE NUMBER 61786
HANSON PROFESSIONAL SERVICES INC.
8075 GATE PARKWAY WEST, SUITE 204
JACKSONVILLE, FL 32216-3685
CERTIFICATE OF AUTHORIZATION 00007961

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
CR 511	BREVARD	441449-1-58-01

CROSS SECTIONS

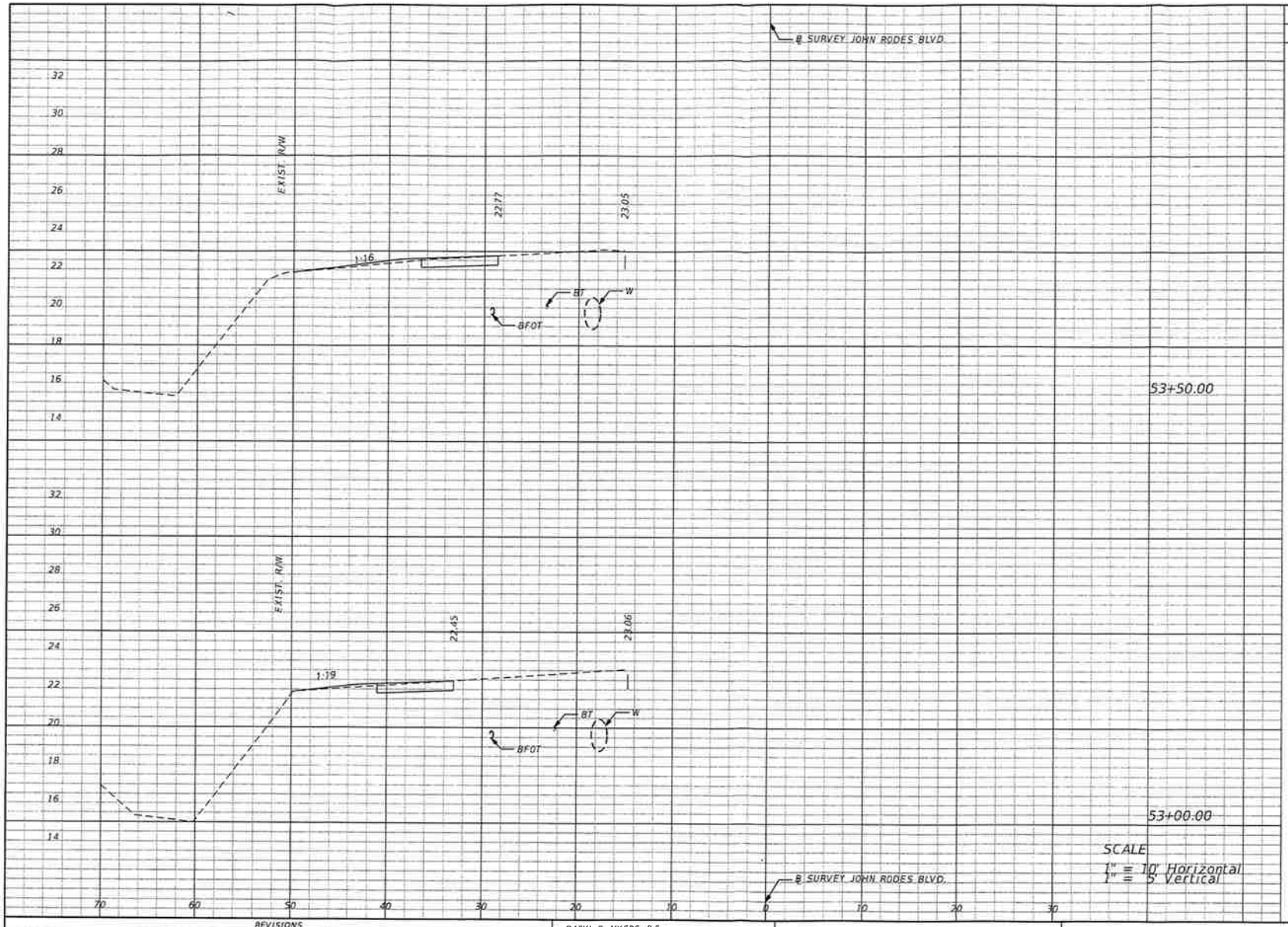
SHEET NO. 46

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Regular Exc.		Embankment	
A	V	A	V
3.7	6.8	1.1	1.7
3.6	4.4	0.7	2.4

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

DARYL R. MYERS, P.E.
P.E. LICENSE NUMBER 61786
HANSON PROFESSIONAL SERVICES INC.
8075 GATE PARKWAY WEST, SUITE 204
JACKSONVILLE, FL 32216-3685
CERTIFICATE OF AUTHORIZATION 0000796

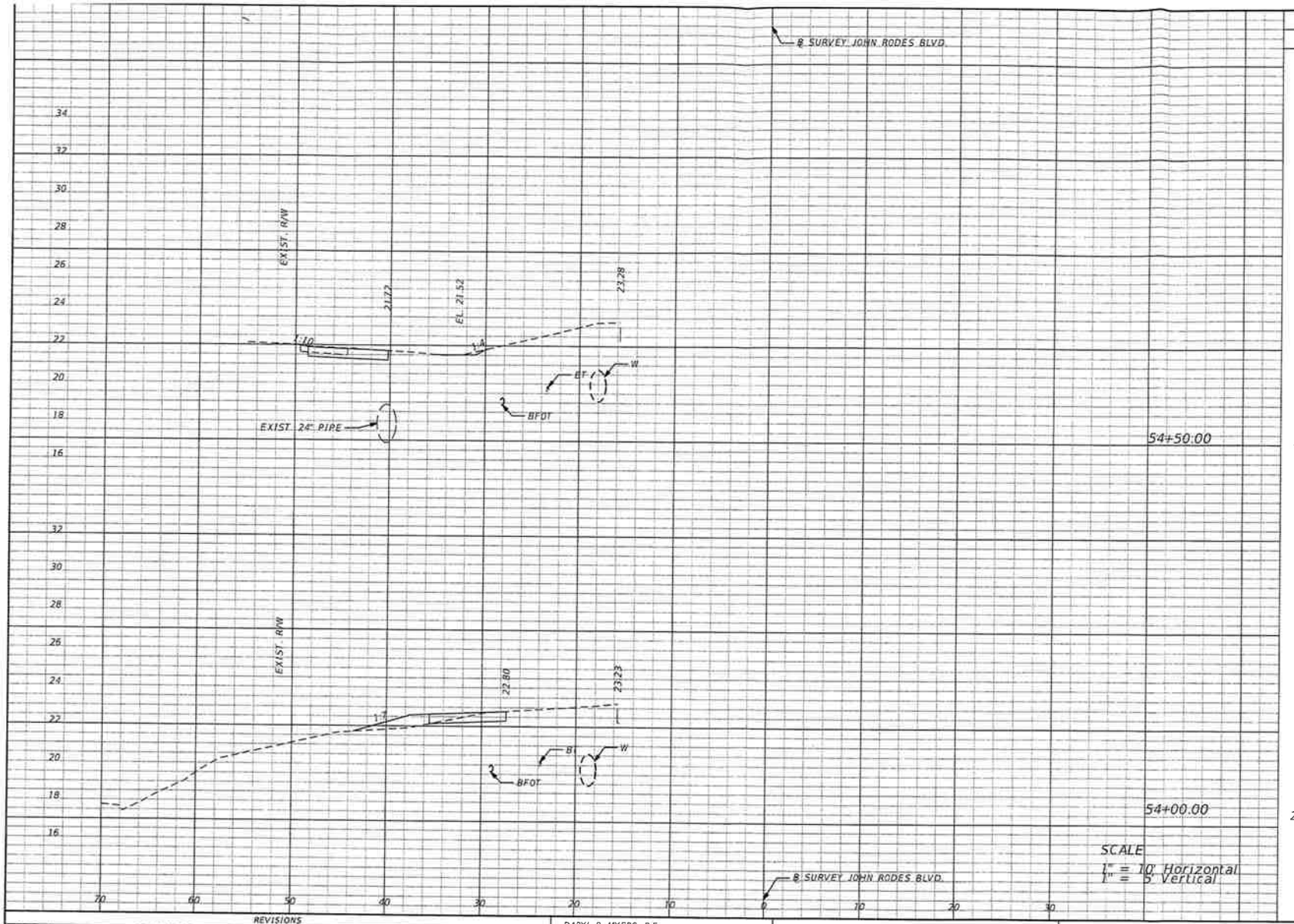
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
CR 511	BREVARD	441449-1-58-01

CROSS SECTIONS

SHEET NO. 47

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	Regular Exc.		Embankment	
	A	V	A	V
54+50.00	4.7	6.6	0.0	3.1
54+00.00	2.4	5.6	3.3	4.1

SCALE
1" = 10' Horizontal
1" = 5' Vertical

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

DARYL R. MYERS, P.E.
P.E. LICENSE NUMBER 61786
HANSON PROFESSIONAL SERVICES INC.
8075 GATE PARKWAY WEST, SUITE 204
JACKSONVILLE, FL 32216-3685
CERTIFICATE OF AUTHORIZATION 00007961

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
CR 511	BREVARD	441449-1-58-01

CROSS SECTIONS

SHEET NO. 48

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Regular Exc.		Embankment	
A	V	A	V
0.0	3.7	0.0	0.0
4.0	8.1	0.0	0.0

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

DARYL R. MYERS, P.E.
P.E. LICENSE NUMBER 61786
HANSON PROFESSIONAL SERVICES INC.
8075 GATE PARKWAY WEST, SUITE 204
JACKSONVILLE, FL 32216-3685
CERTIFICATE OF AUTHORIZATION 00007961

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
CR 511	BREVARD	441449-1-58-01

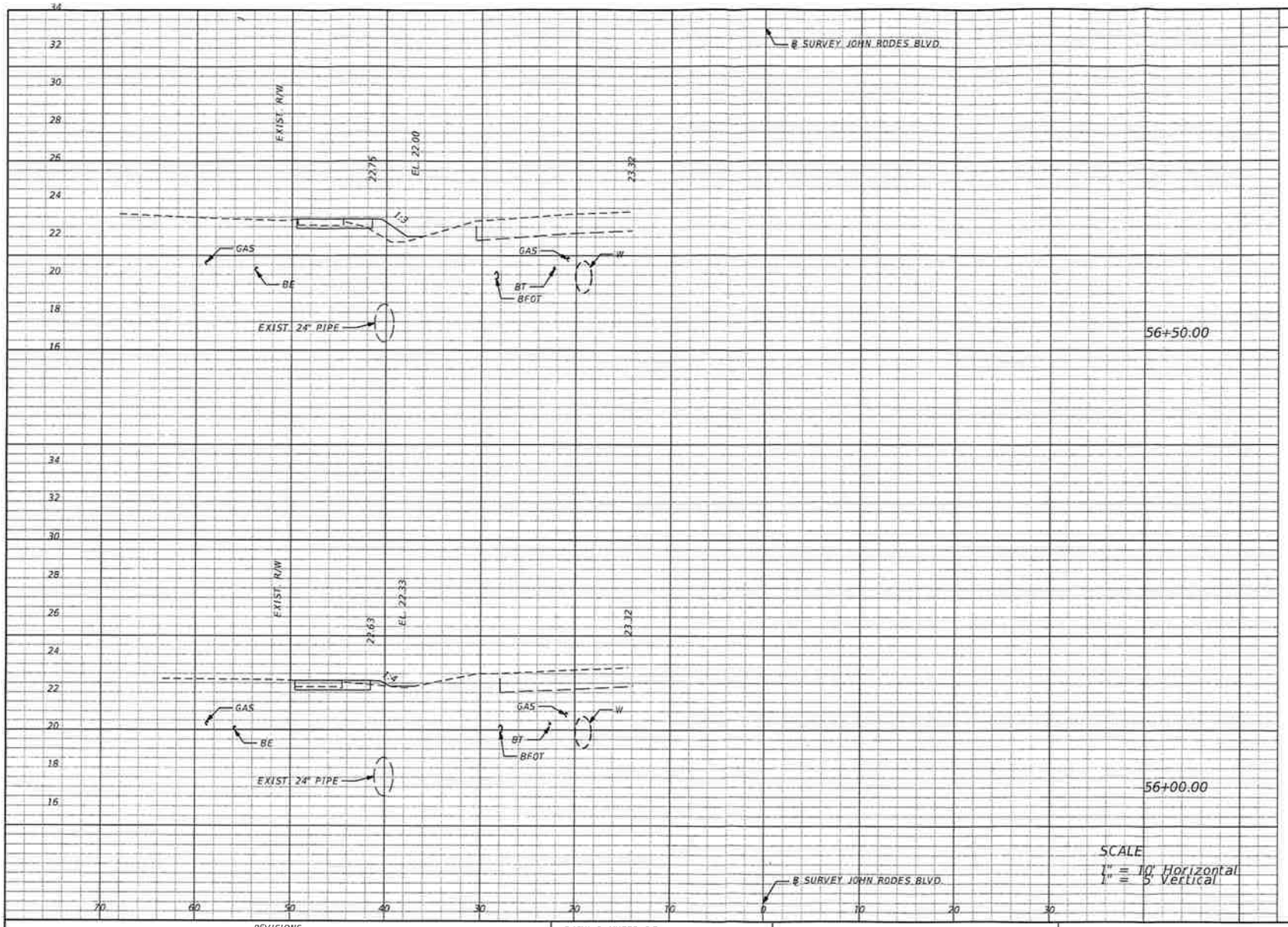
CROSS SECTIONS

SHEET NO. 49

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Regular Exc.		Embankment	
A	V	A	V
3.0	6.1	2.8	3.1
3.6	3.3	0.5	0.5

SCALE
1" = 10' Horizontal
1" = 5' Vertical

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

DARYL R. MYERS, P.E.
P.E. LICENSE NUMBER 61786
HANSON PROFESSIONAL SERVICES INC.
8075 GATE PARKWAY WEST, SUITE 204
JACKSONVILLE, FL 32216-3685
CERTIFICATE OF AUTHORIZATION 00007961

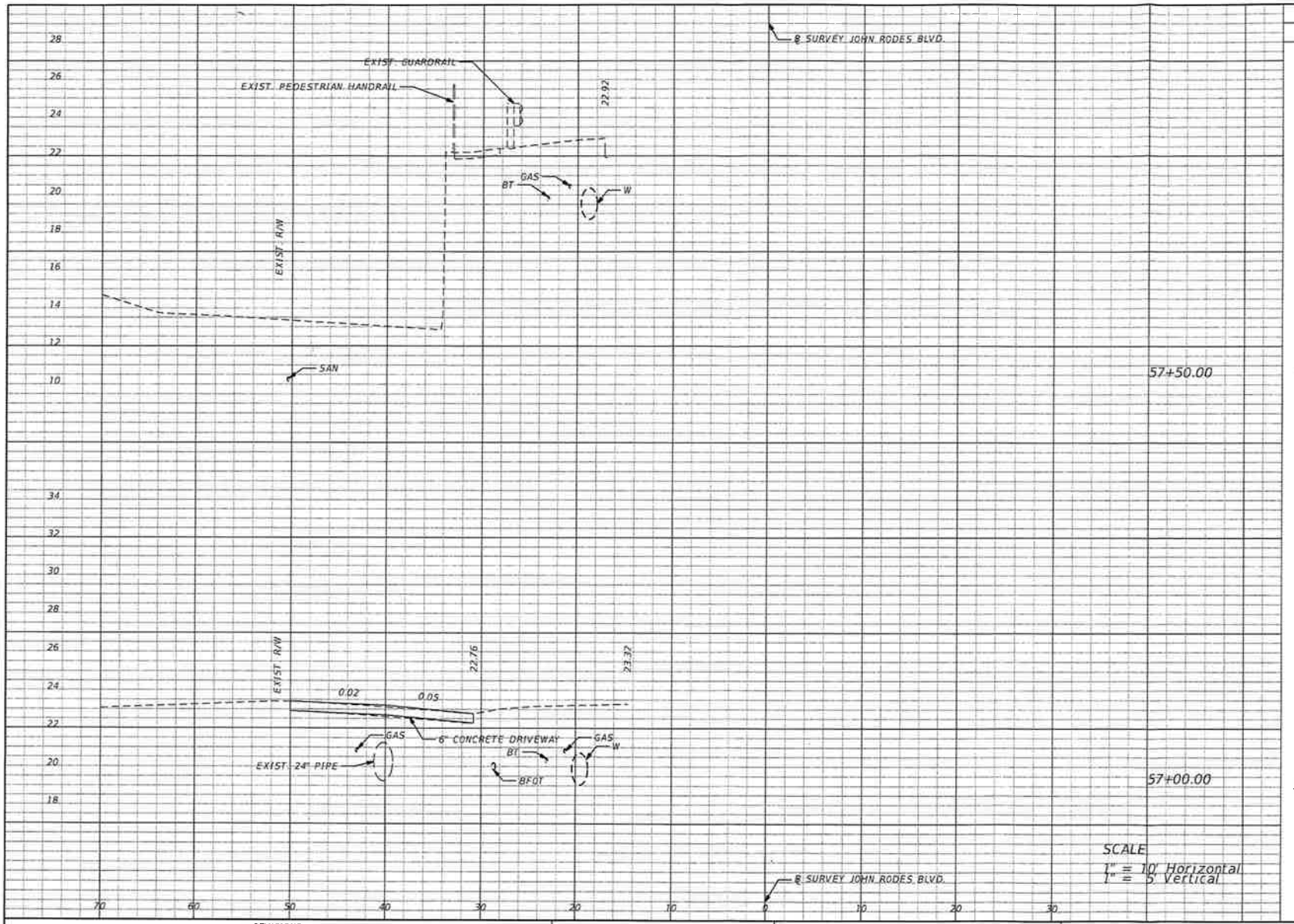
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
CR 511	BREVARD	441449-1-58-01

CROSS SECTIONS

SHEET NO. 50

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	Regular Exc.		Embankment	
	A	V	A	V
57+50.00	0.0	8.3	0.0	0.0
57+00.00	9.0	11.1	0.0	2.6

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

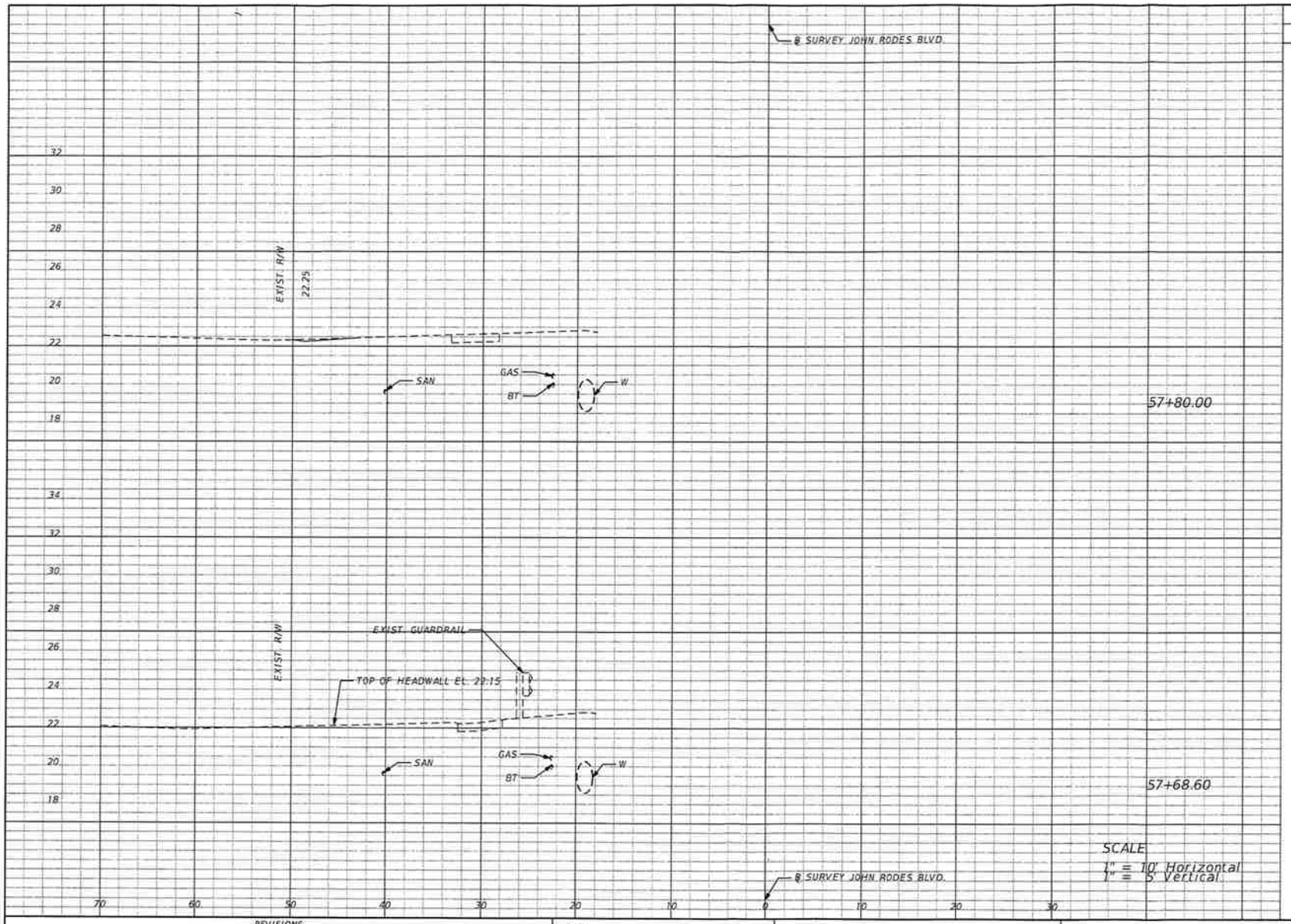
DARYL R. MYERS, P.E.
P.E. LICENSE NUMBER 61786
HANSON PROFESSIONAL SERVICES INC.
8075 GATE PARKWAY WEST, SUITE 204
JACKSONVILLE, FL 32216-3685
CERTIFICATE OF AUTHORIZATION 00007961

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
CR 511	BREVARD	441449-1-58-01

CROSS SECTIONS

SHEET NO. 51



	Regular Exc.		Embankment	
	A	V	A	V
57+80.00	0.4	0.1	0.0	0.0
57+68.60	0.0	0.0	0.0	0.0

SCALE
1" = 10' Horizontal
1" = 5' Vertical

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

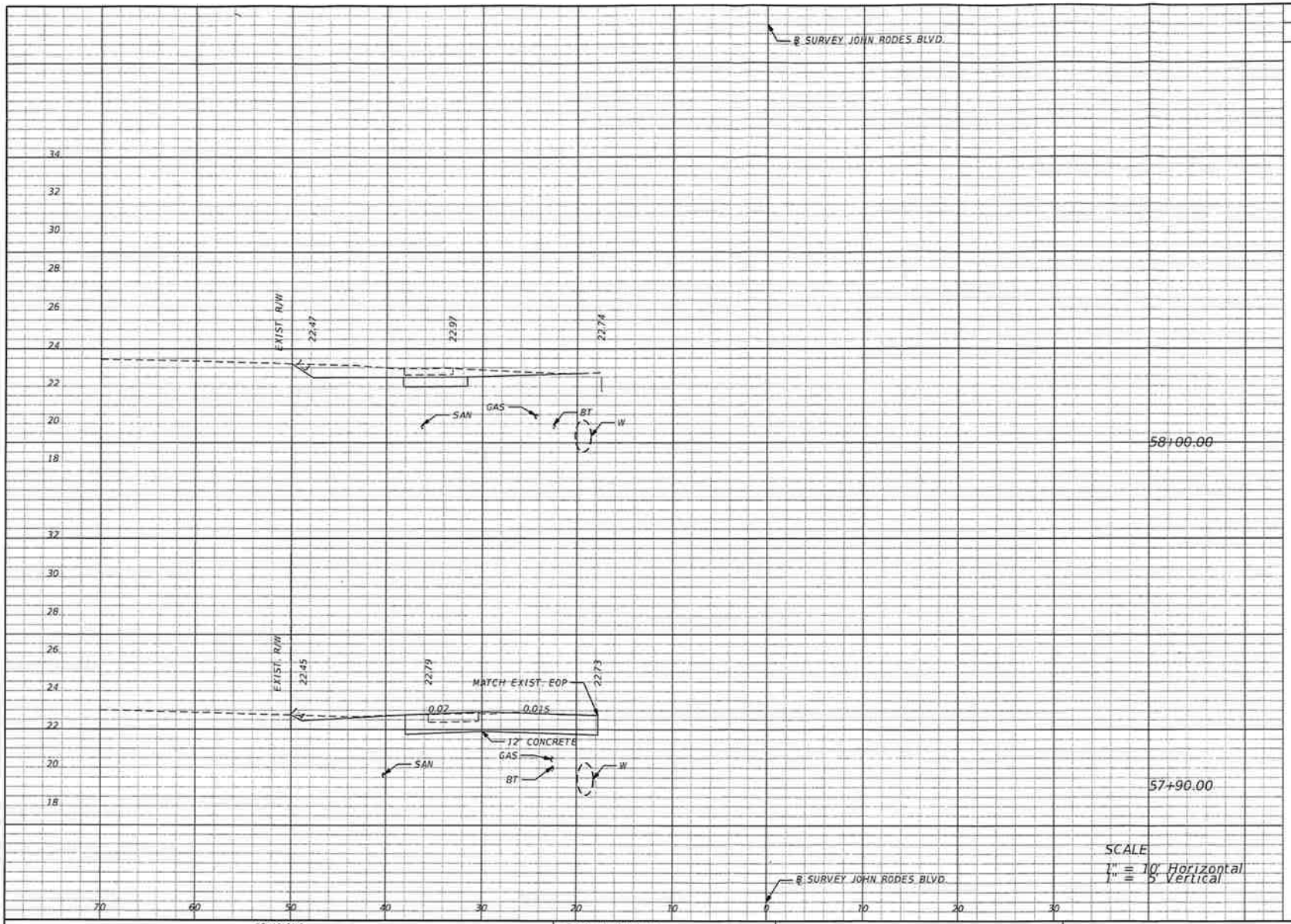
DARYL R. MYERS, P.E.
P.E. LICENSE NUMBER 61786
HANSON PROFESSIONAL SERVICES INC.
8075 GATE PARKWAY WEST, SUITE 204
JACKSONVILLE, FL 32216-3685
CERTIFICATE OF AUTHORIZATION 0000796

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
CR 511	BREVARD	441449-1-58-01

CROSS SECTIONS

SHEET NO. 52



	Regular Exc.		Embankment	
	A	V	A	V
58+00.00	15.1	6.7	0.0	0.0
57+90.00	21.2	4.0	0.0	0.0

SCALE
1" = 10' Horizontal
1" = 5' Vertical

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

DARYL R. MYERS, P.E.
P.E. LICENSE NUMBER 61786
HANSON PROFESSIONAL SERVICES INC.
8075 GATE PARKWAY WEST, SUITE 204
JACKSONVILLE, FL 32216-3685
CERTIFICATE OF AUTHORIZATION 00007961

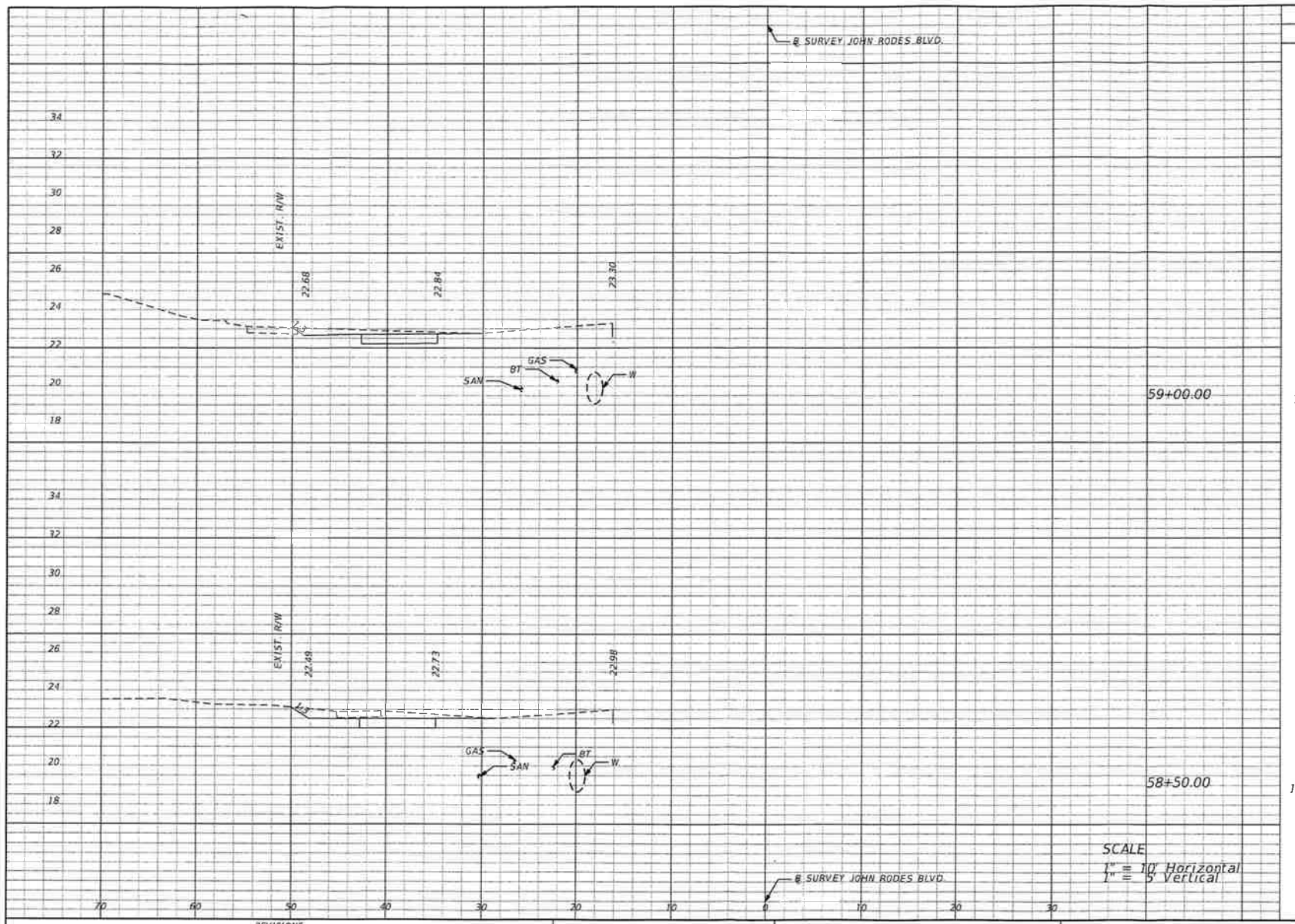
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
CR 511	BREVARD	441449-1-58-01

CROSS SECTIONS

SHEET NO. 53

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	Regular Exc.		Embankment	
	A	V	A	V
59+00.00	7.7	16.7	0.0	0.0
58+50.00	10.3	23.5	0.0	0.0

SCALE
1" = 10' Horizontal
1" = 5' Vertical

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

DARYL R. MYERS, P.E.
P.E. LICENSE NUMBER 61786
HANSON PROFESSIONAL SERVICES INC.
8075 GATE PARKWAY WEST, SUITE 204
JACKSONVILLE, FL 32216-3685
CERTIFICATE OF AUTHORIZATION 00007961

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
CR 511	BREVARD	441449-1-58-01

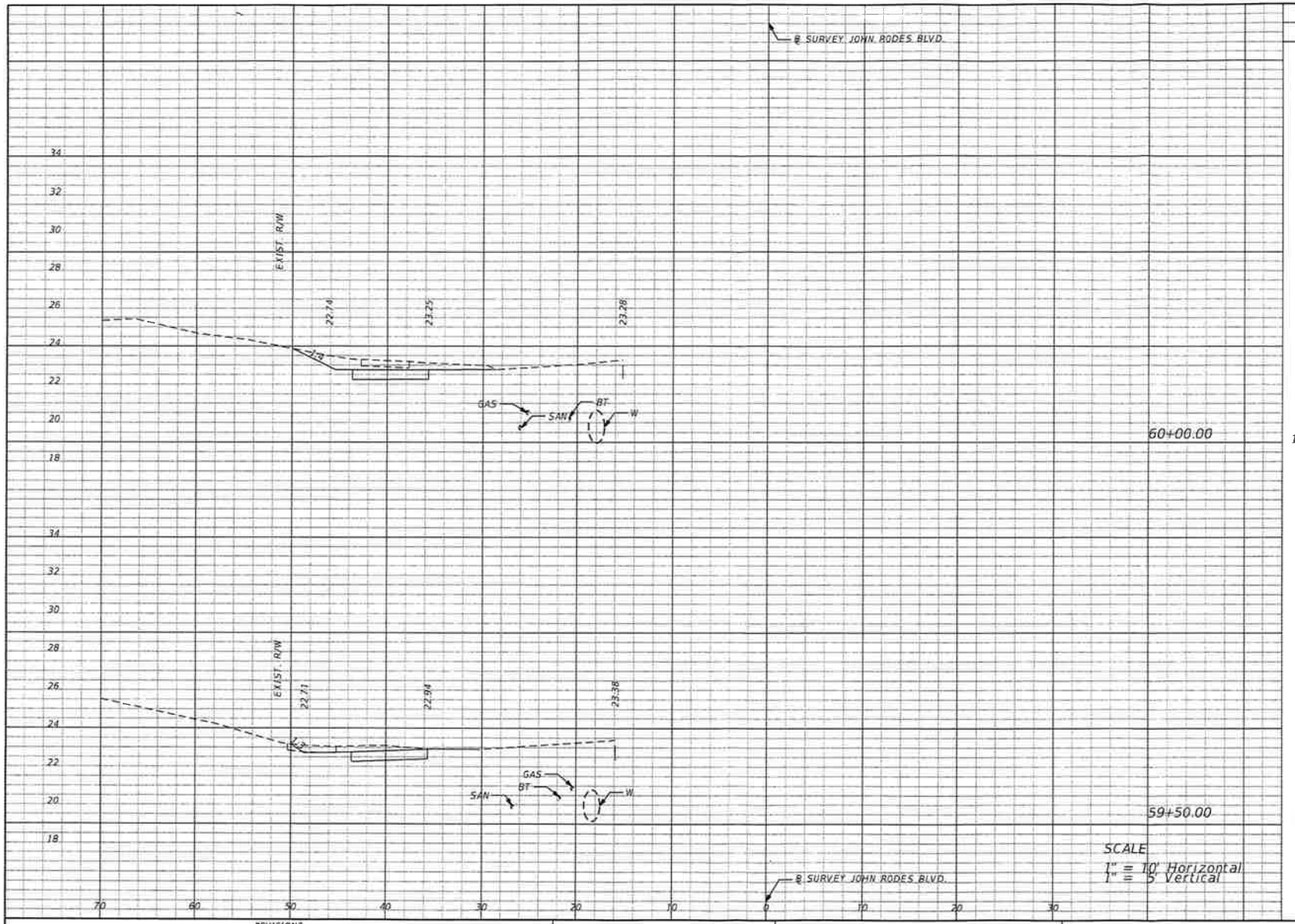
CROSS SECTIONS

SHEET NO. 54

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Regular Exc.		Embankment	
A	V	A	V
12.3	18.6	0.0	0.0
7.8	14.4	0.0	0.0

REVISIONS

DATE	DESCRIPTION	DATE	DESCRIPTION

DARYL R. MYERS, P.E.
P.E. LICENSE NUMBER 61786
HANSON PROFESSIONAL SERVICES INC.
8075 GATE PARKWAY WEST, SUITE 204
JACKSONVILLE, FL 32216-3685
CERTIFICATE OF AUTHORIZATION 00007961

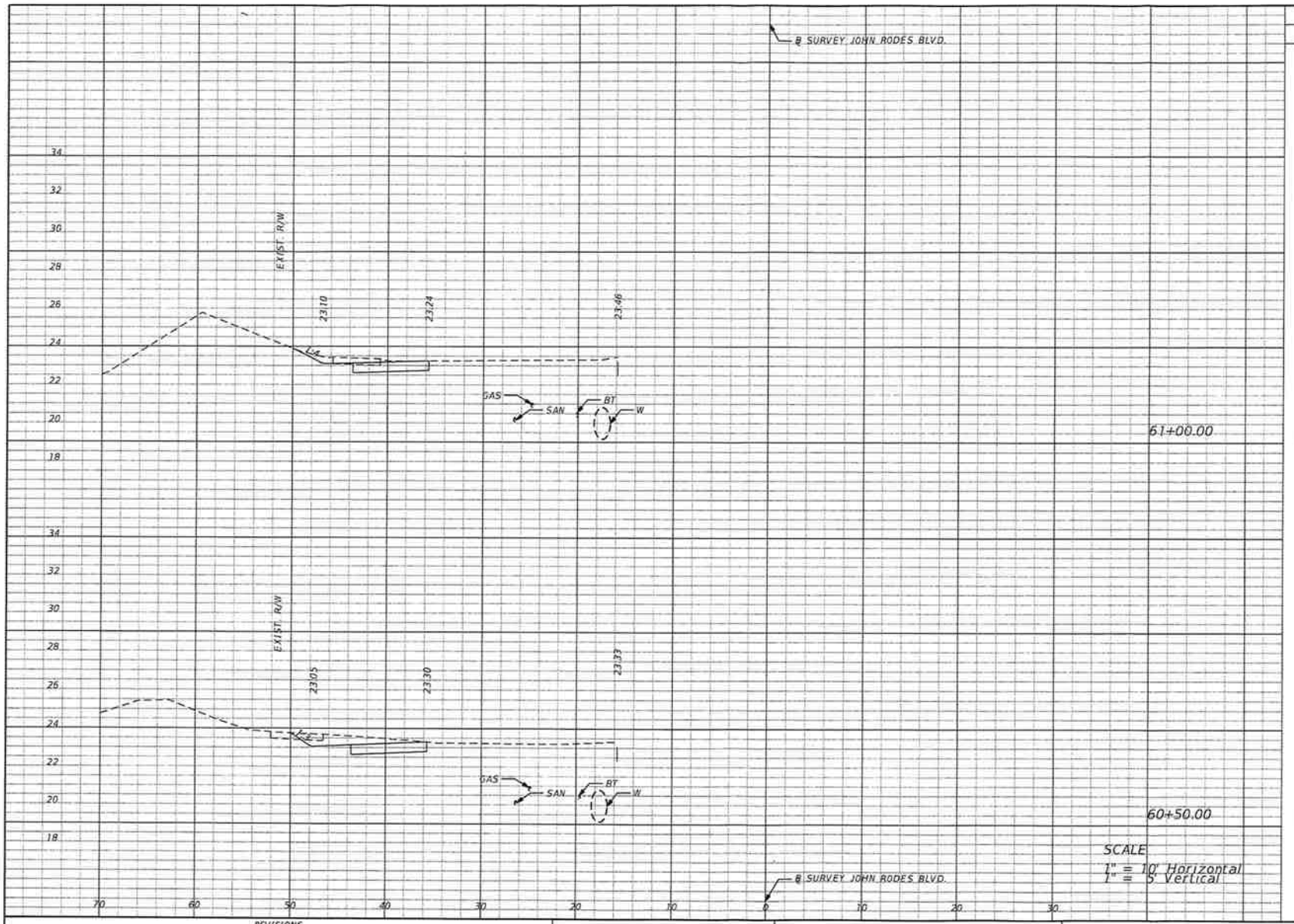
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
CR 511	BREVARD	441449-1-58-01

CROSS SECTIONS

SHEET NO. 55

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Regular Exc.		Embankment	
A	V	A	V
6.3	14.2	0.0	0.0
9.0	19.7	0.0	0.0

REVISIONS

DATE	DESCRIPTION	DATE	DESCRIPTION

DARYL R. MYERS, P.E.
P.E. LICENSE NUMBER 61786
HANSON PROFESSIONAL SERVICES INC.
8075 GATE PARKWAY WEST, SUITE 204
JACKSONVILLE, FL 32216-3685
CERTIFICATE OF AUTHORIZATION 00007961

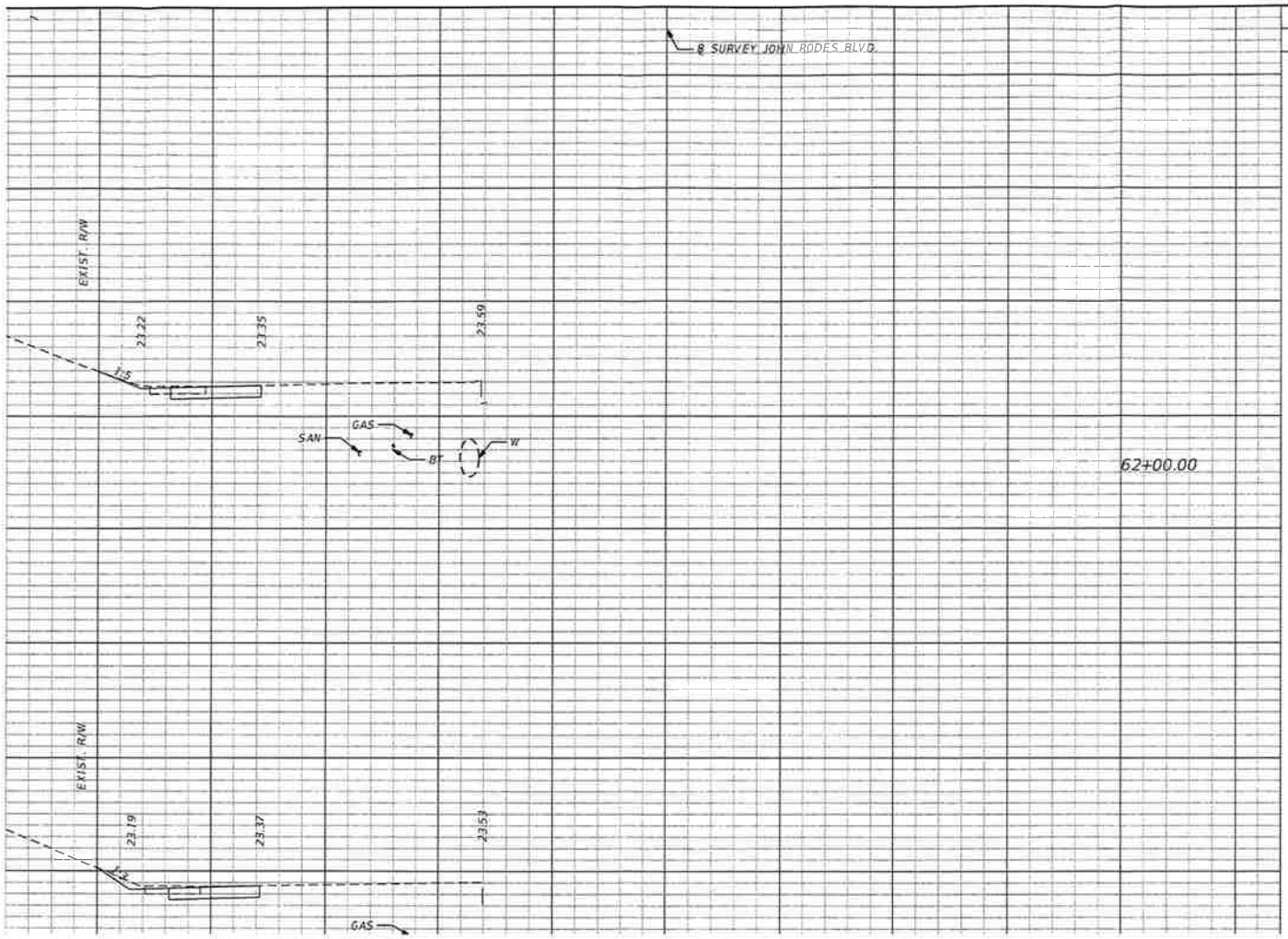
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
CR 511	BREVARD	441449-1-58-01

CROSS SECTIONS

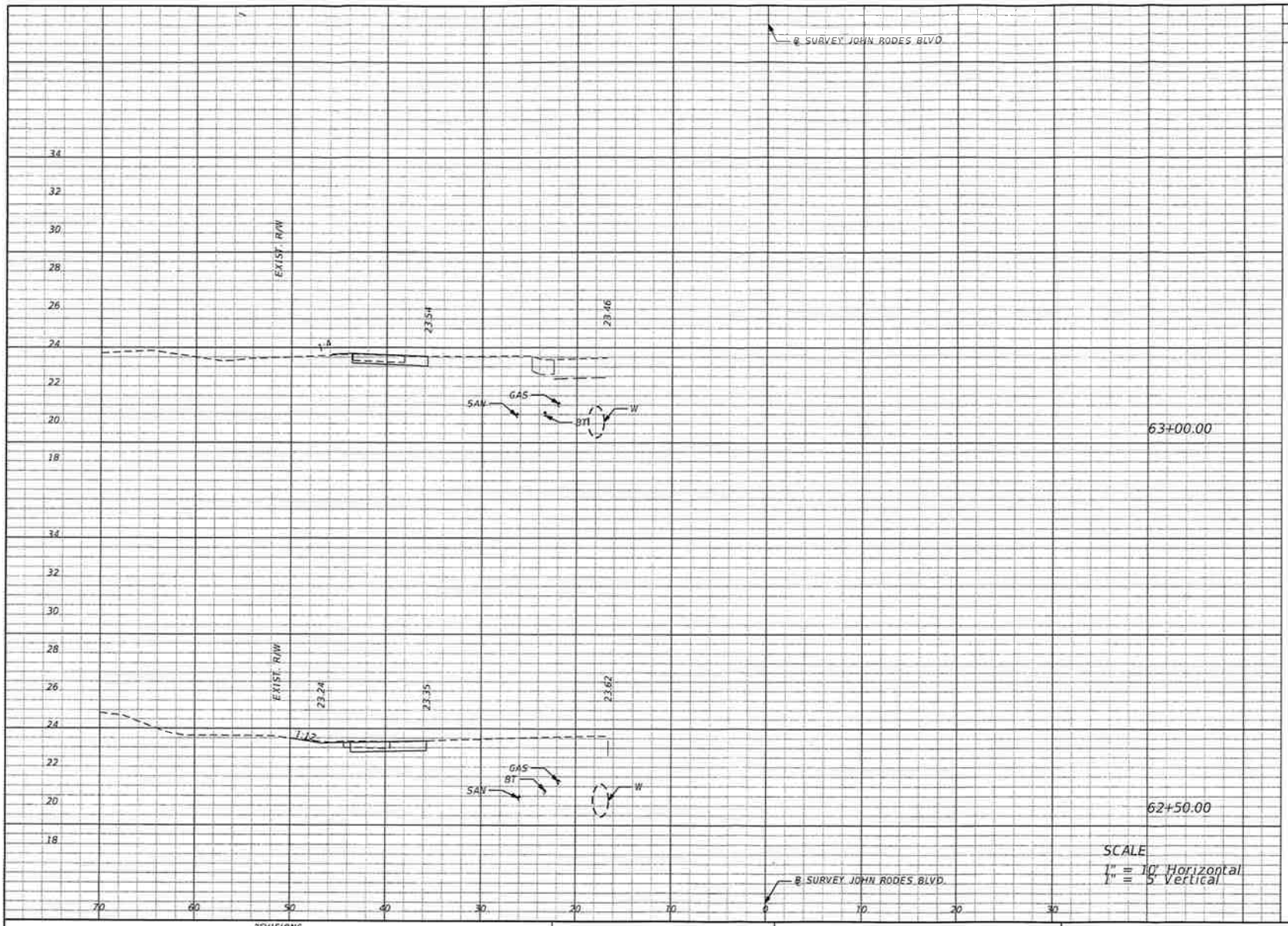
SHEET NO. 56

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



Regular Exc.		Embankment	
A	V	A	V
4.6	9.2	0.0	0.0

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Regular Exc.		Embankment	
A	V	A	V
3.8	7.6	0.1	0.1
4.4	8.3	0.0	0.0

SCALE
1" = 10' Horizontal
1" = 5' Vertical

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

DARYL R. MYERS, P.E.
P.E. LICENSE NUMBER 61786
HANSON PROFESSIONAL SERVICES INC.
8075 GATE PARKWAY WEST, SUITE 204
JACKSONVILLE, FL 32216-3685
CERTIFICATE OF AUTHORIZATION 00007961

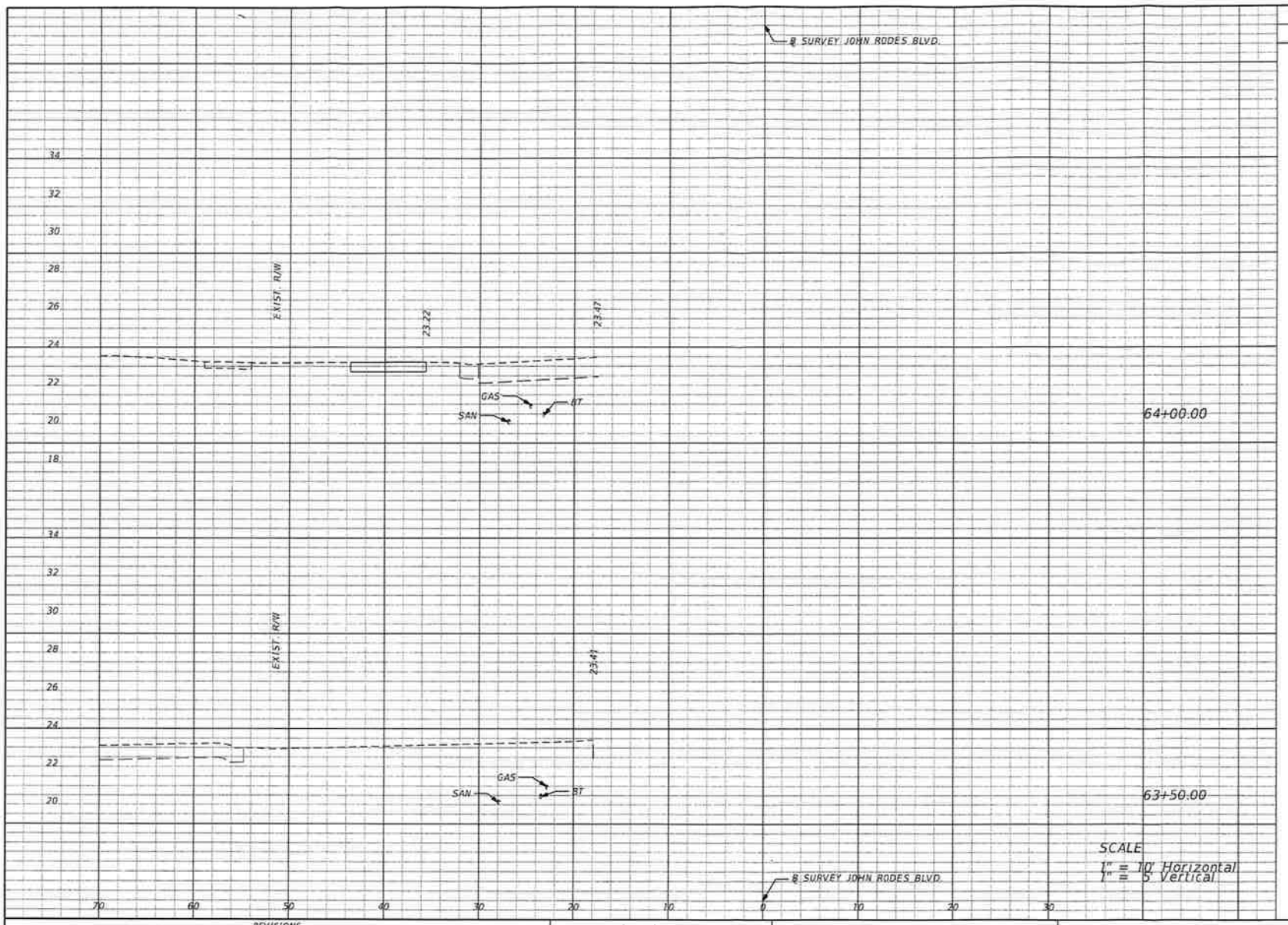
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
CR 511	BREVARD	441449-1-58-01

CROSS SECTIONS

SHEET NO. 58

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



	Regular Exc.		Embankment	
	A	V	A	V
64+00.00	4.1	3.8	0.0	0.0
63+50.00	0.0	3.5	0.0	0.1

REVISIONS

DATE	DESCRIPTION	DATE	DESCRIPTION

DARYL R. MYERS, P.E.
P.E. LICENSE NUMBER 61786
HANSON PROFESSIONAL SERVICES INC.
8075 GATE PARKWAY WEST, SUITE 204
JACKSONVILLE, FL 32216-3685
CERTIFICATE OF AUTHORIZATION 00007961

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

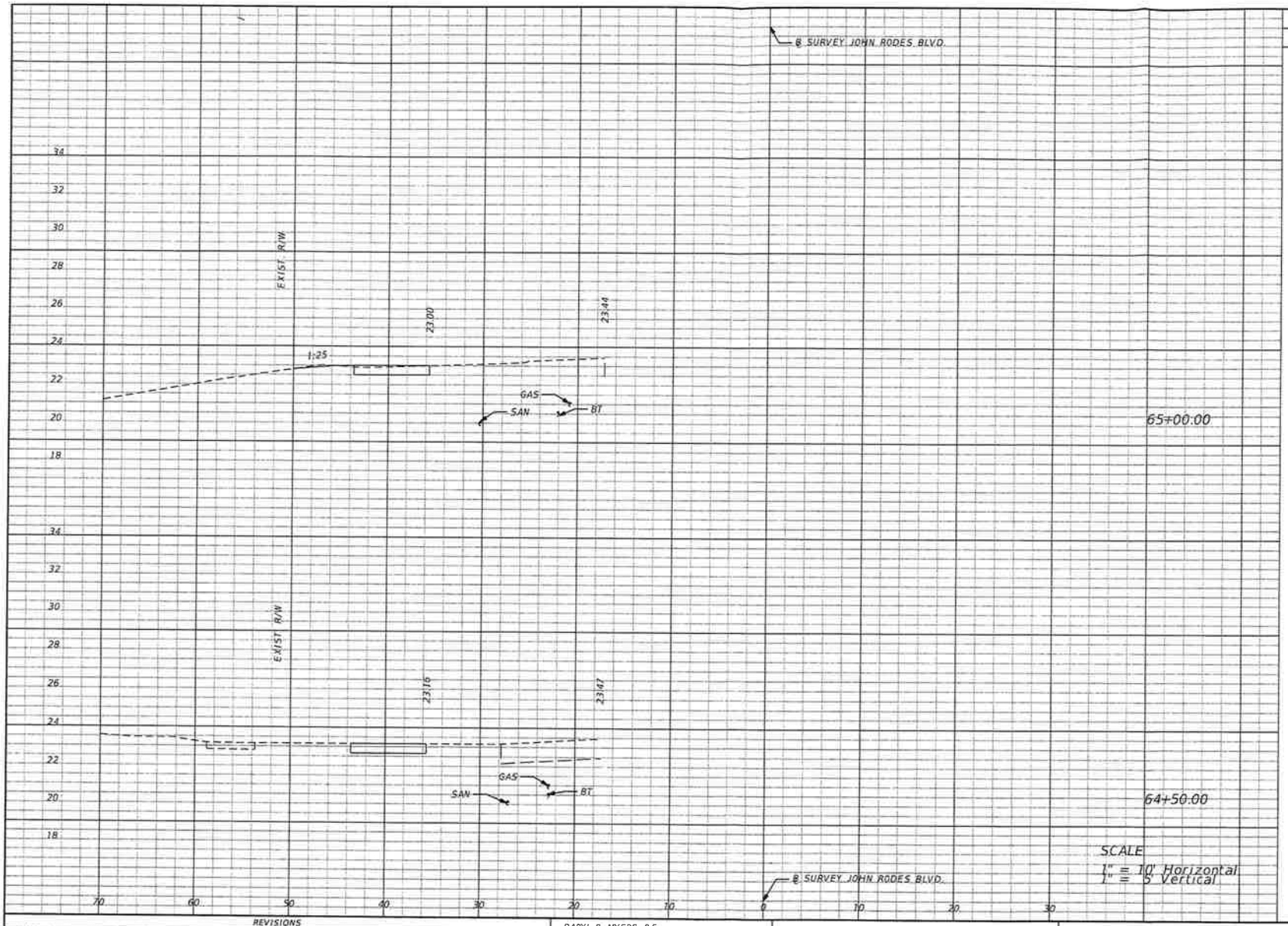
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
CR 511	BREVARD	441449-1-58-01

CROSS SECTIONS

SHEET NO. 59

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Regular Exc.		Embankment	
A	V	A	V
3.7	7.1	0.1	0.1
4.0	7.5	0.0	0.0

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

DARYL R. MYERS, P.E.
P.E. LICENSE NUMBER 61786
HANSON PROFESSIONAL SERVICES INC.
8075 GATE PARKWAY WEST, SUITE 204
JACKSONVILLE, FL 32216-3685
CERTIFICATE OF AUTHORIZATION 00007961

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
CR 511	BREVARD	441449-1-58-01

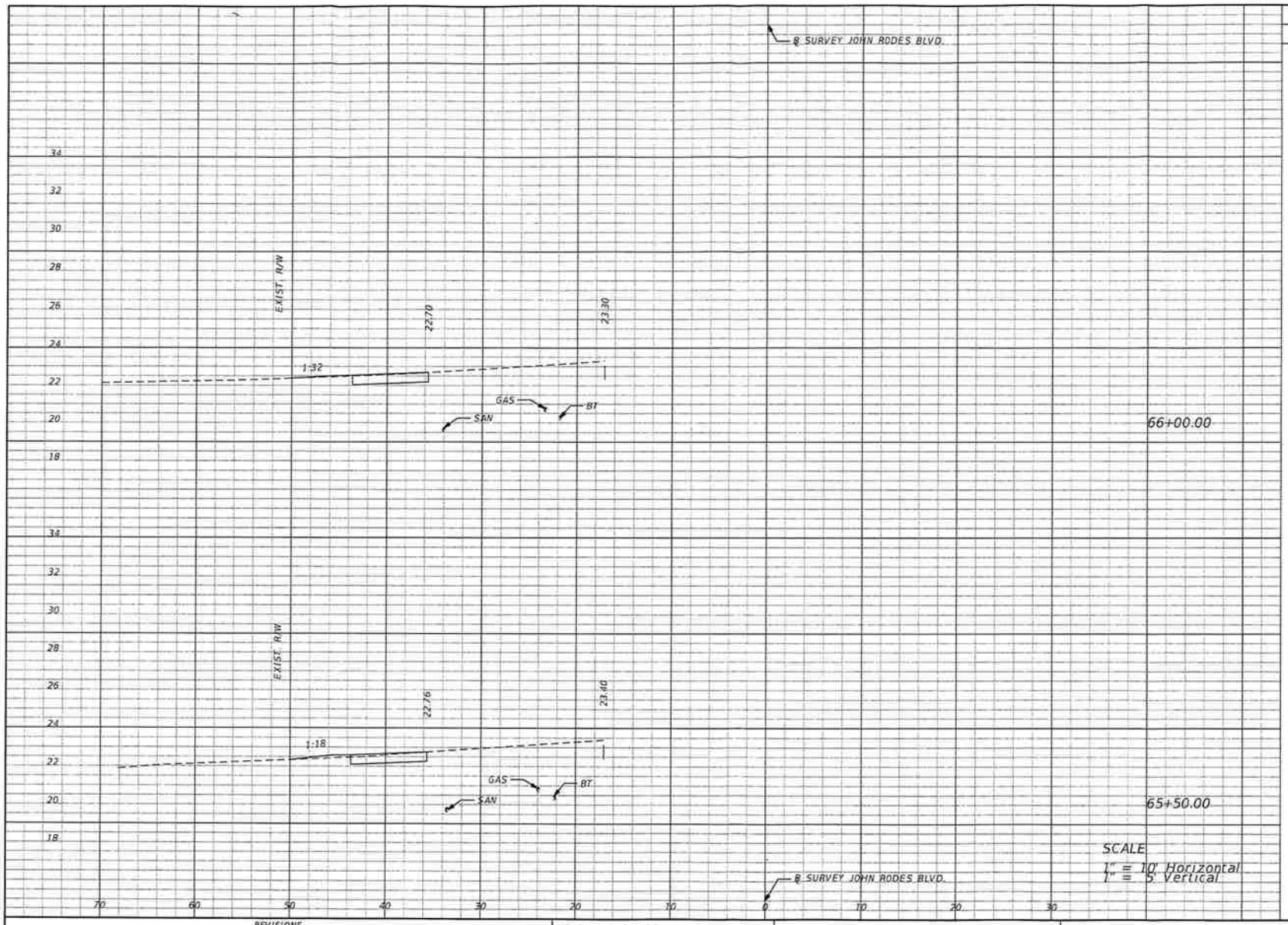
CROSS SECTIONS

SHEET NO. 60

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Regular Exc.		Embankment	
A	V	A	V
3.8	6.8	0.2	0.7
3.5	6.7	0.6	0.6

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

DARYL R. MYERS, P.E.
P.E. LICENSE NUMBER 61786
HANSON PROFESSIONAL SERVICES INC.
8075 GATE PARKWAY WEST, SUITE 204
JACKSONVILLE, FL 32216-3685
CERTIFICATE OF AUTHORIZATION 0000796

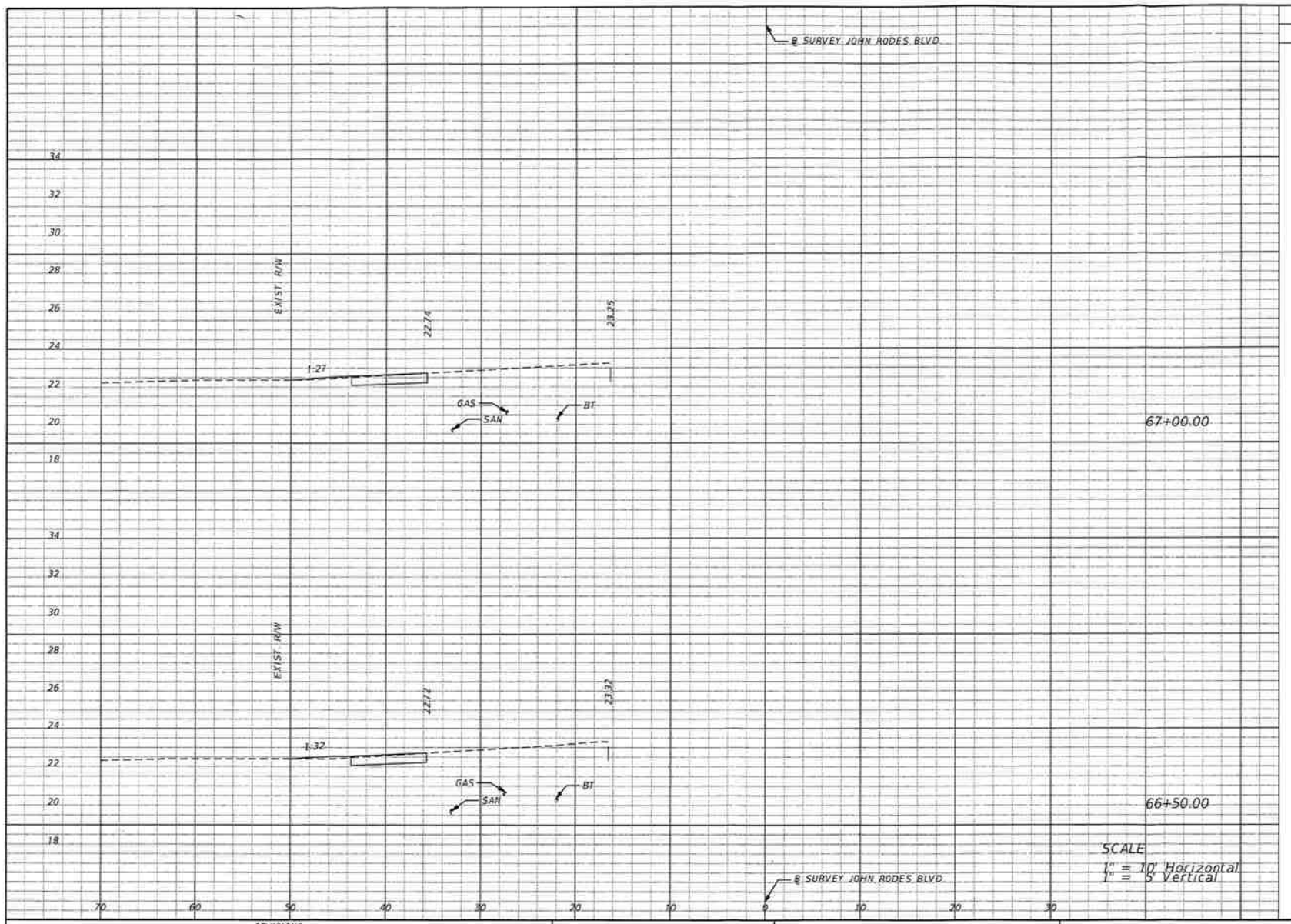
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
CR 511	BREVARD	441449-1-58-01

CROSS SECTIONS

SHEET NO. 61

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Regular Exc.		Embankment	
A	V	A	V
3.8	6.9	0.4	0.8
3.7	6.9	0.5	0.6

REVISIONS

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8075 GATE PARKWAY WEST, SUITE 204
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CERTIFICATE OF AUTHORIZATION 00007961

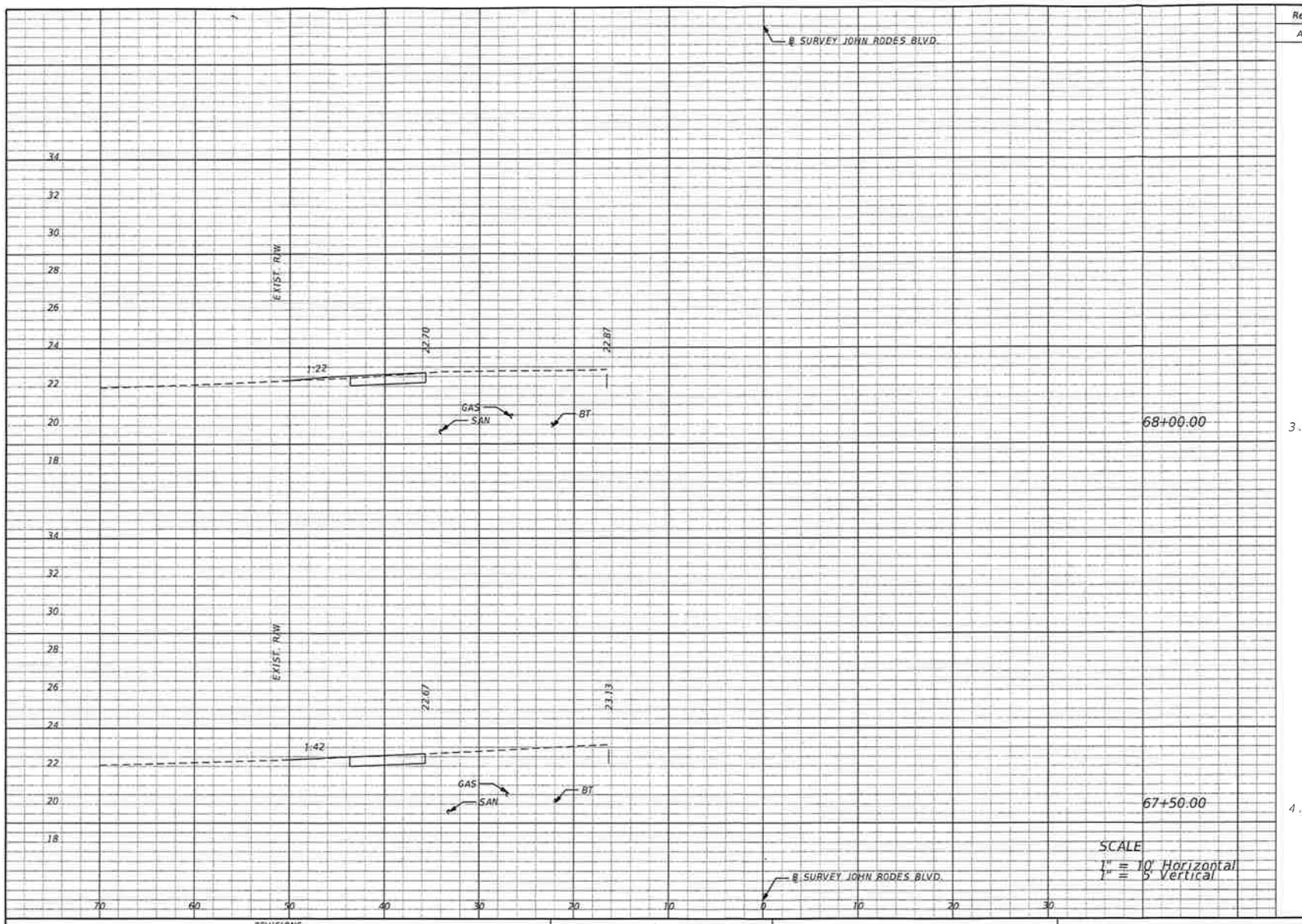
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
CR 511	BREVARD	441449-1-58-01

CROSS SECTIONS

SHEET NO. 62

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Regular Exc.		Embankment	
A	V	A	V
3.6	7.0	0.4	0.4
4.0	7.2	0.0	0.4

REVISIONS			
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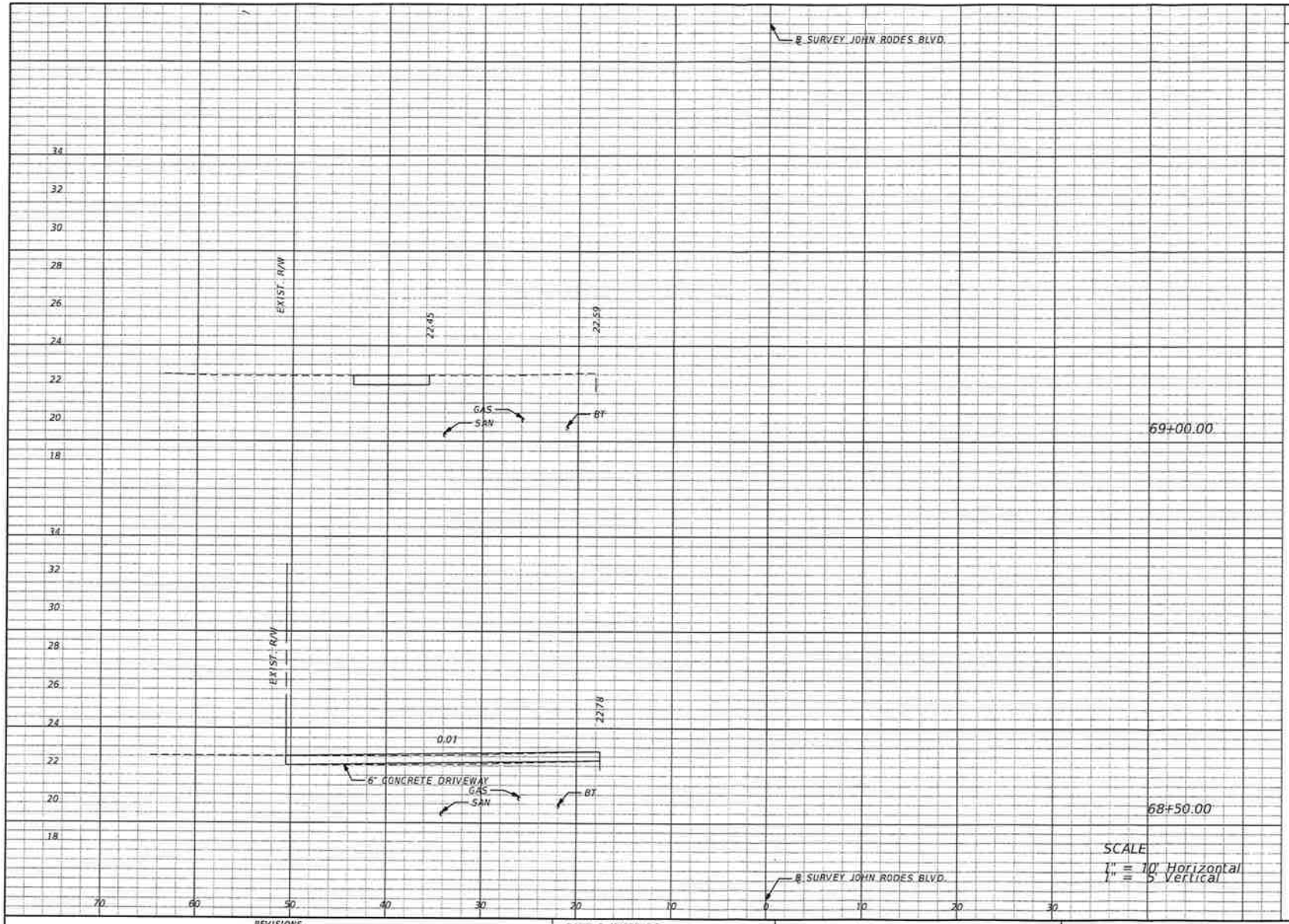
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
CR 511	BREVARD	441449-1-58-01

CROSS SECTIONS

SHEET NO. 63

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Regular Exc.		Embankment	
A	V	A	V
4.0	32.7	0.0	0.0
31.3	32.3	0.0	0.4

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STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
CR 511	BREVARD	441449-1-58-01

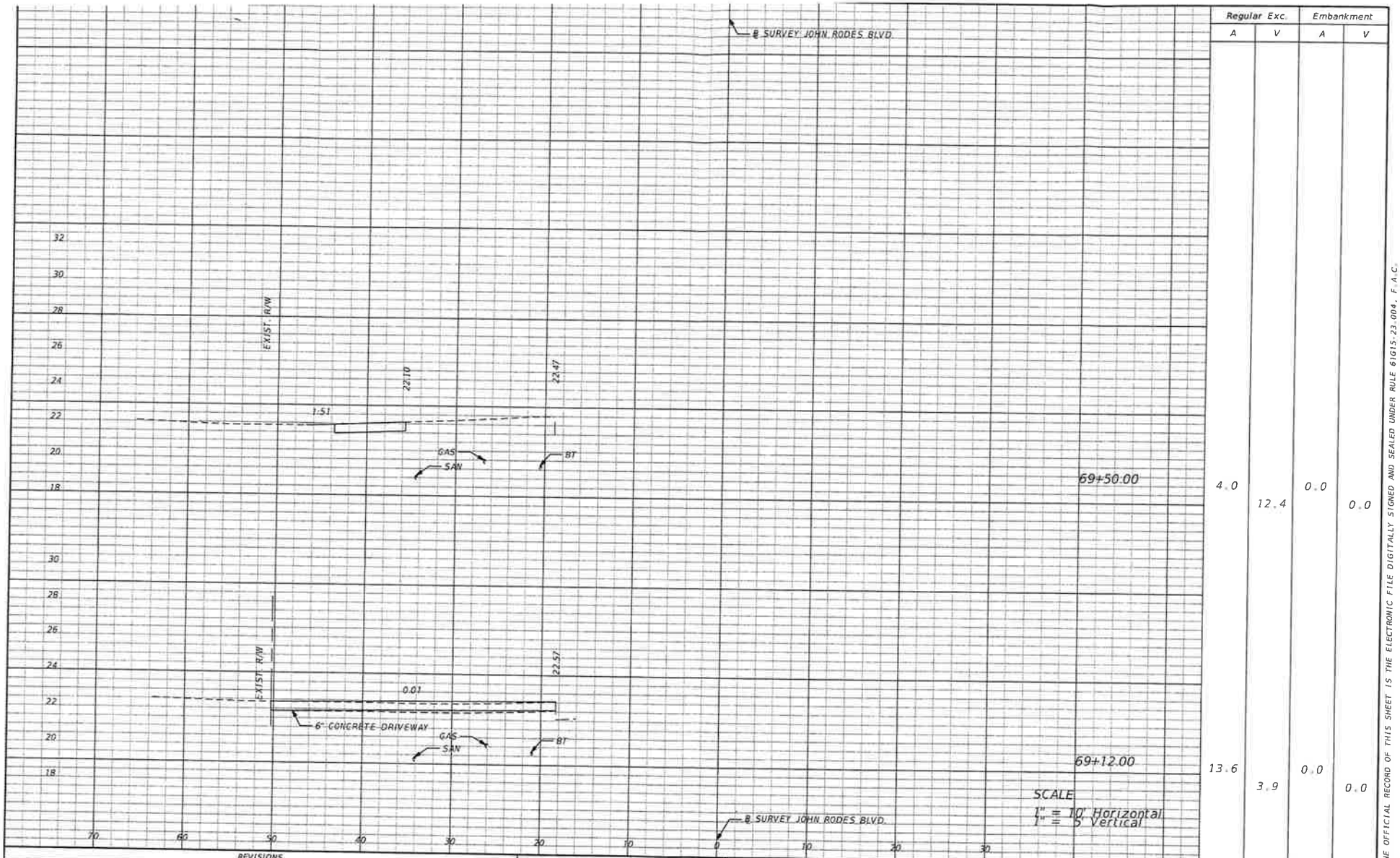
CROSS SECTIONS

SHEET NO. 64

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	Regular Exc.		Embankment	
	A	V	A	V
69+50.00	4.0	12.4	0.0	0.0
69+12.00	13.6	3.9	0.0	0.0

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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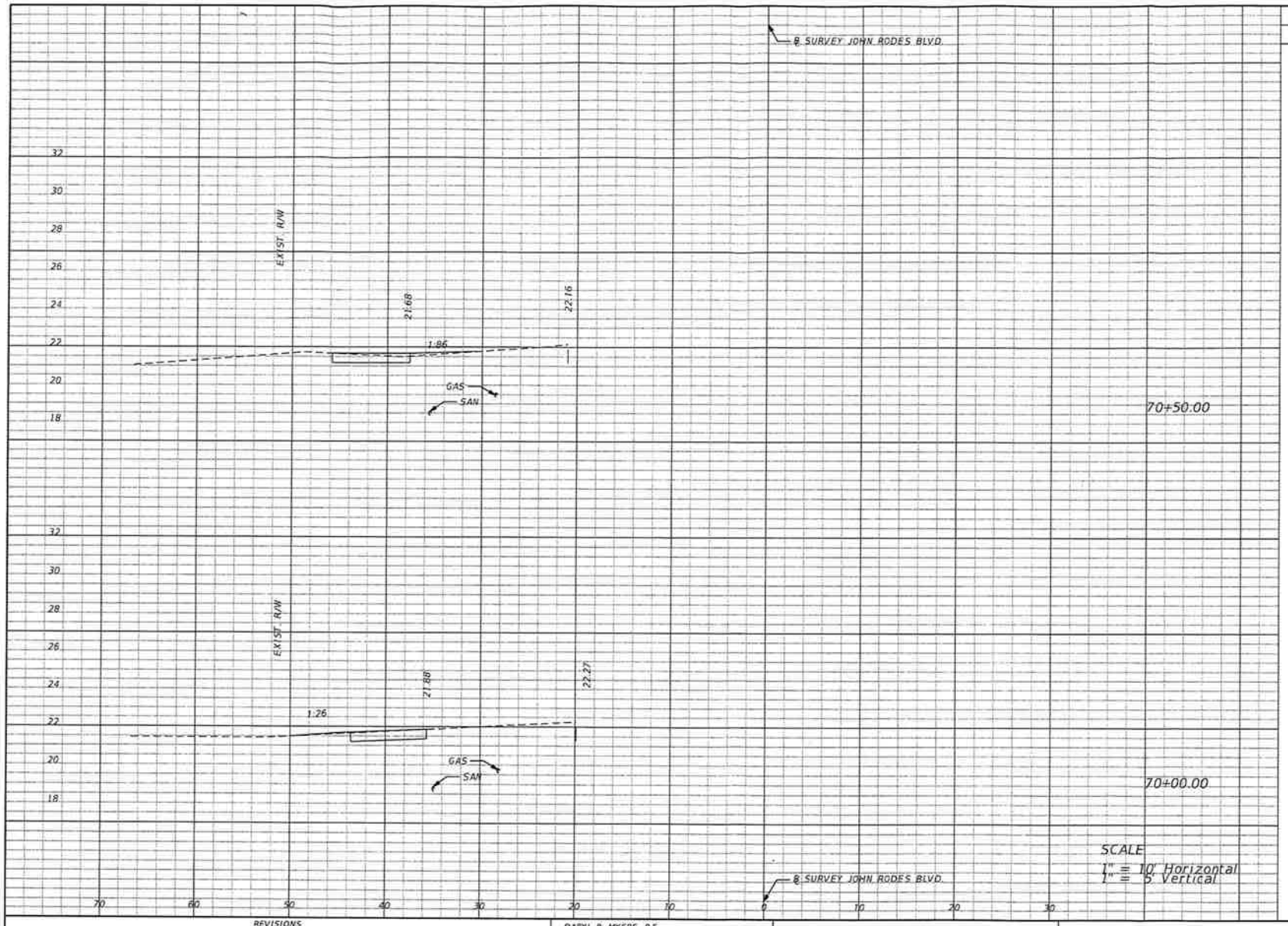
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
CR 511	BREVARD	441449-1-58-01

CROSS SECTIONS

SHEET NO. 65

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	Regular Exc.		Embankment	
	A	V	A	V
70+50.00	3.3	6.6	0.6	0.7
70+00.00	3.8	7.2	0.2	0.2

SCALE
1" = 10' Horizontal
1" = 5' Vertical

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REVISIONS			
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JACKSONVILLE, FL 32216-3685
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STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
CR 511	BREVARD	441449-1-58-01

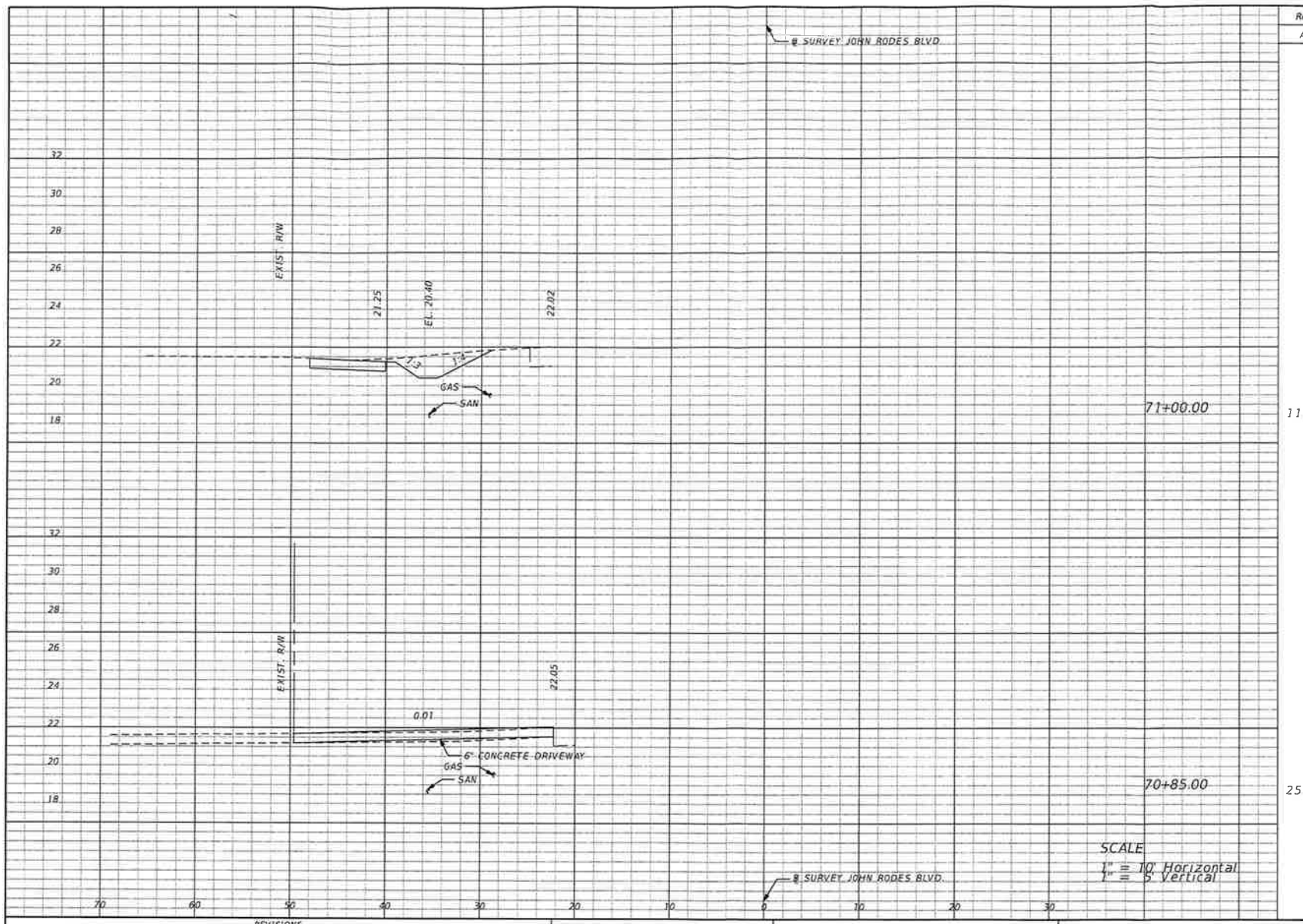
CROSS SECTIONS

SHEET NO. 66

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Regular Exc.		Embankment	
A	V	A	V
11.8	10.4	0.0	0.0
25.5	18.7	0.0	0.4

REVISIONS			
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JACKSONVILLE, FL 32216-3685
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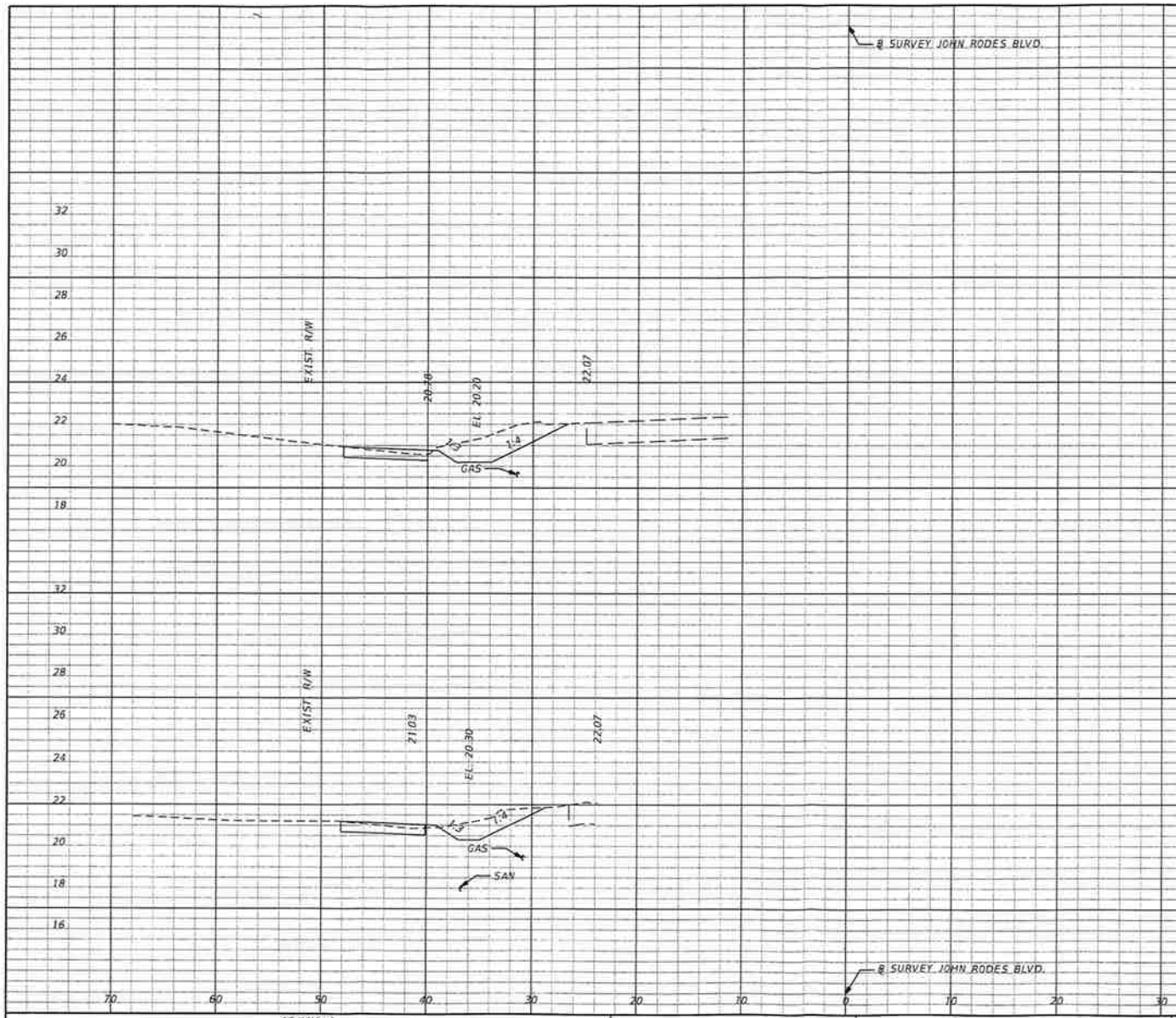
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
CR 511	BREVARD	441449-1-58-01

CROSS SECTIONS

SHEET NO. 67

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	Regular Exc.		Embankment	
	A	V	A	V
72+00.00	13.6	21.1	0.1	0.2
71+50.00	9.2	19.4	0.1	0.1

SCALE
1" = 10' Horizontal
1" = 5' Vertical

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

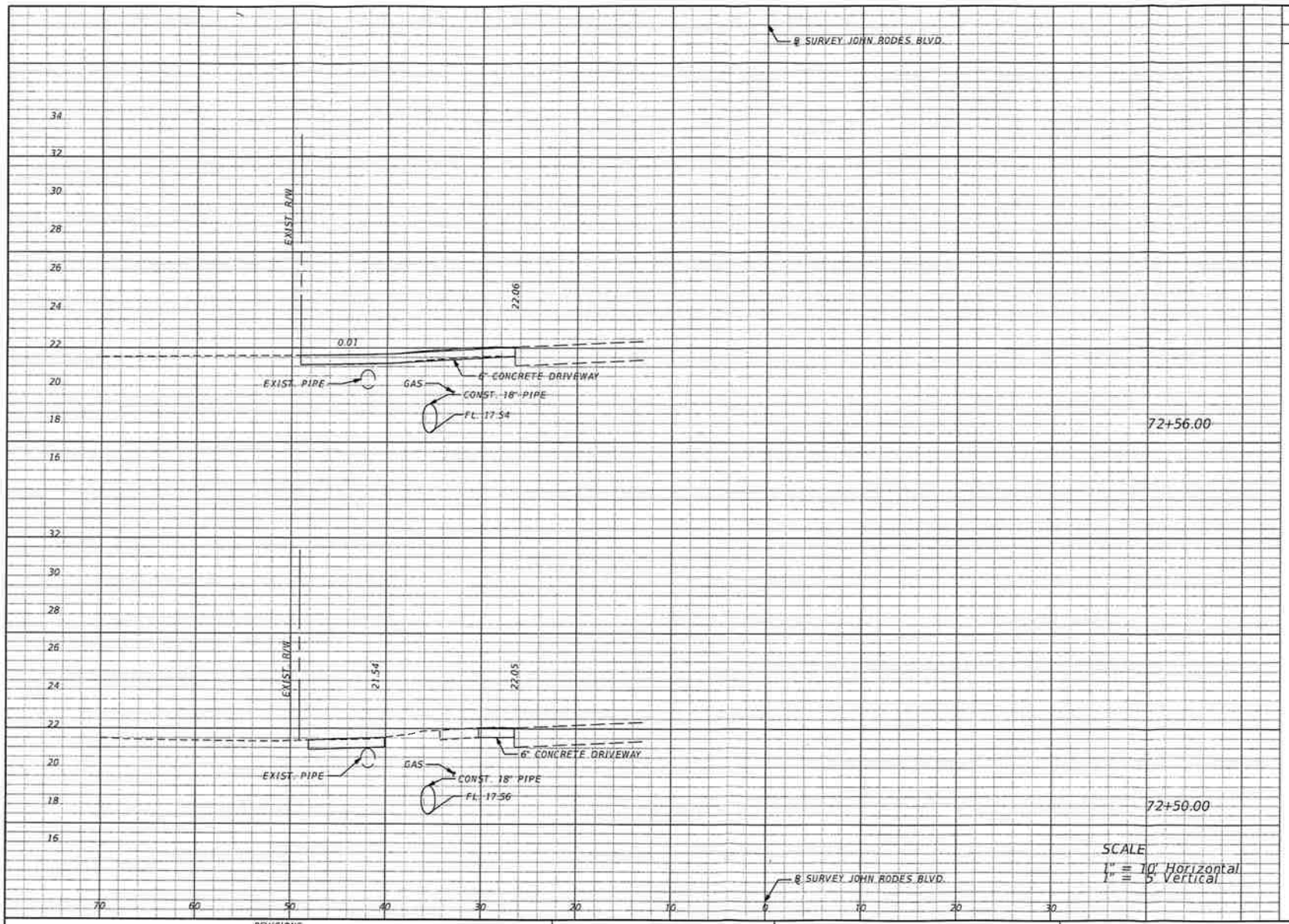
DARYL R. MYERS, P.E.
P.E. LICENSE NUMBER 61786
HANSON PROFESSIONAL SERVICES INC.
8075 GATE PARKWAY WEST, SUITE 204
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STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
CR 511	BREVARD	441449-1-58-01

CROSS SECTIONS

SHEET NO. 68



Regular Exc.		Embankment	
A	V	A	V
13.8	1.5	0.0	0.0
0.0	12.6	0.0	0.1

REVISIONS			
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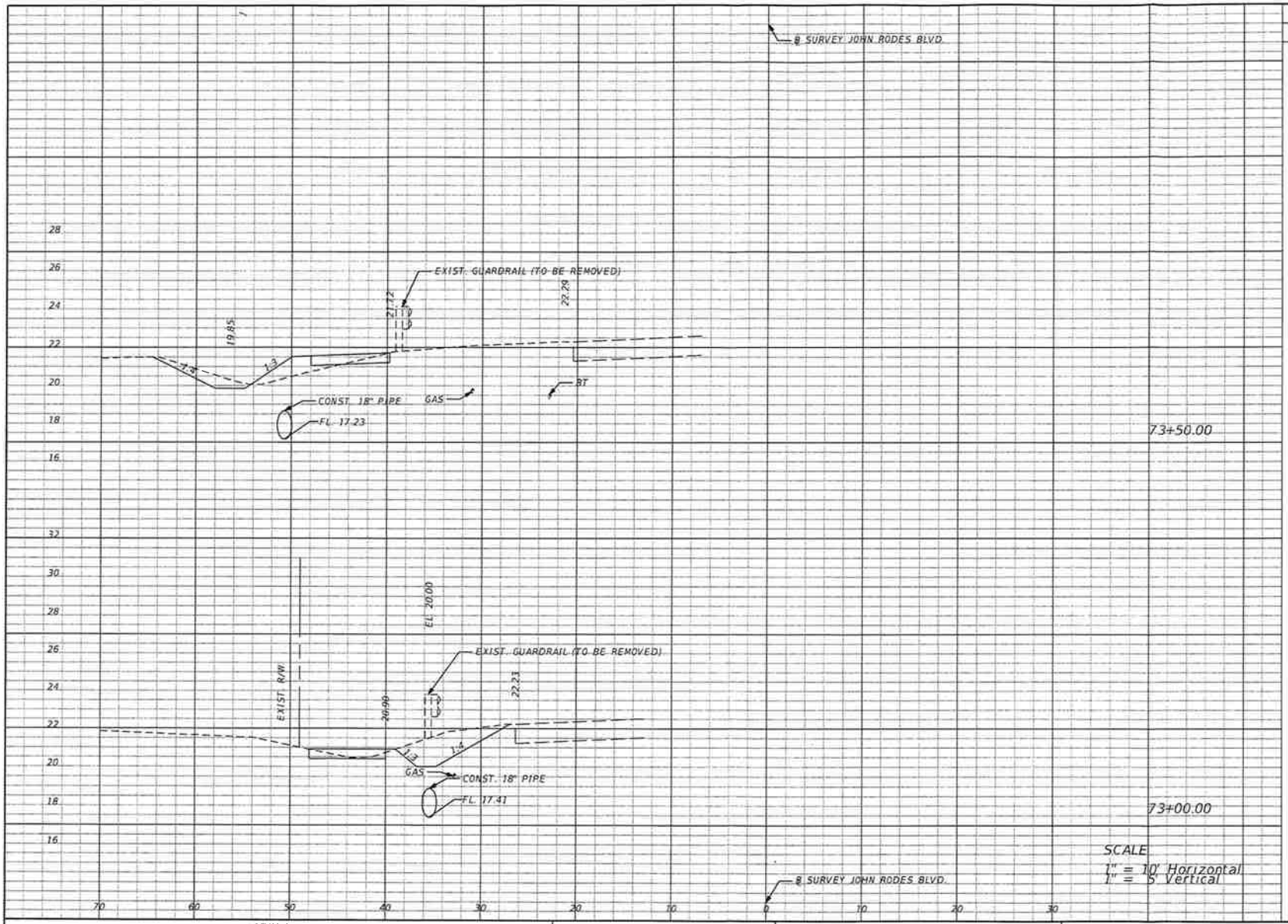
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
CR 511	BREVARD	441449-1-58-01

CROSS SECTIONS

SHEET NO. 69

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SCALE
1" = 10' Horizontal
1" = 5' Vertical

Regular Exc.		Embankment	
A	V	A	V
5.4	16.9	4.7	4.4
12.9	21.8	0.1	0.1

REVISIONS

DATE	DESCRIPTION	DATE	DESCRIPTION

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JACKSONVILLE, FL 32216-3685
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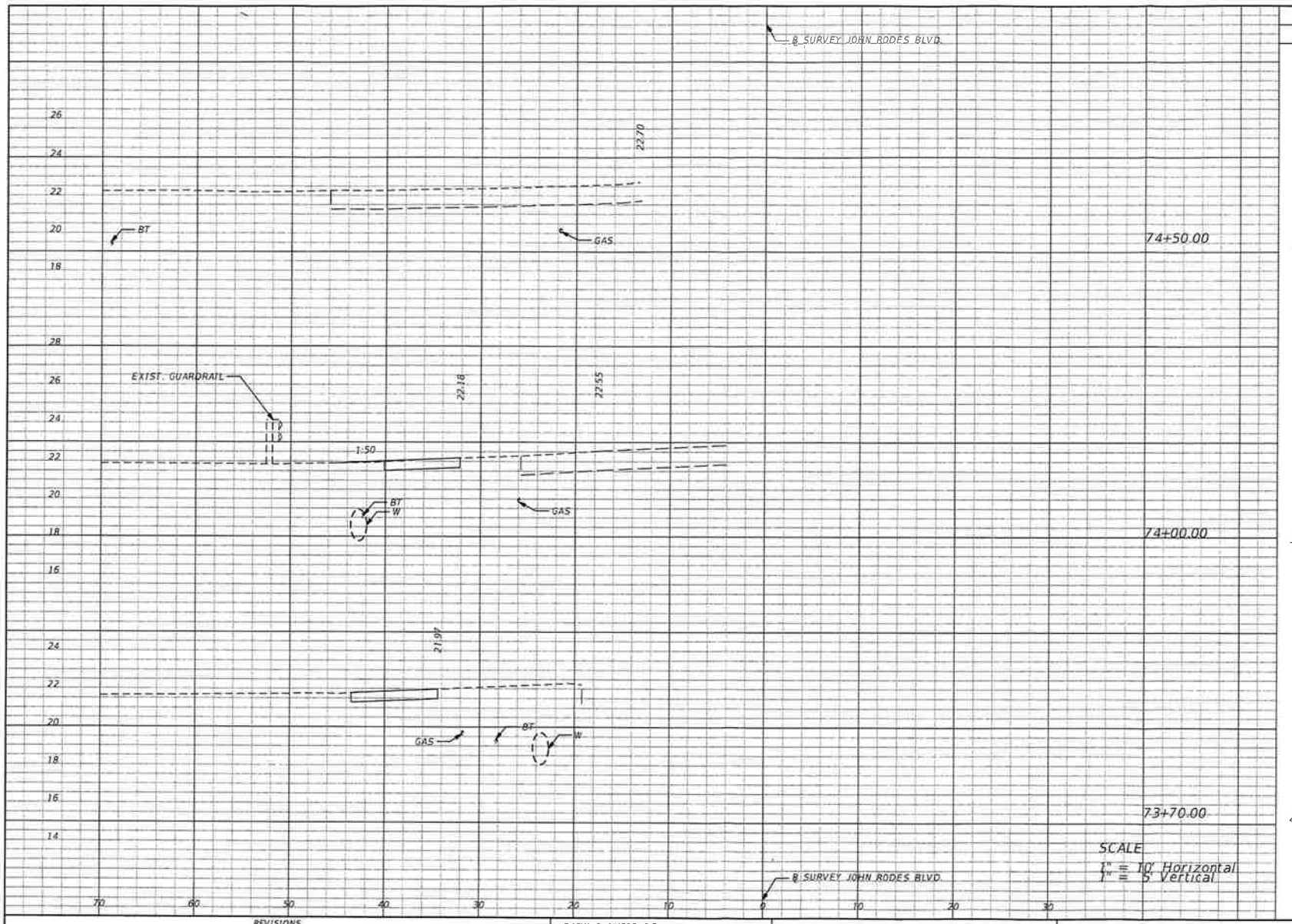
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
CR 511	BREVARD	441449-1-58-01

CROSS SECTIONS

SHEET NO. 70

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Regular Exc.		Embankment	
A	V	A	V
0.0	3.6	0.0	0.2
3.9	4.7	0.2	0.1
4.5	3.7	0.0	1.7

74+50.00

74+00.00

73+70.00

SCALE
1" = 10' Horizontal
1" = 5' Vertical

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STATE OF FLORIDA
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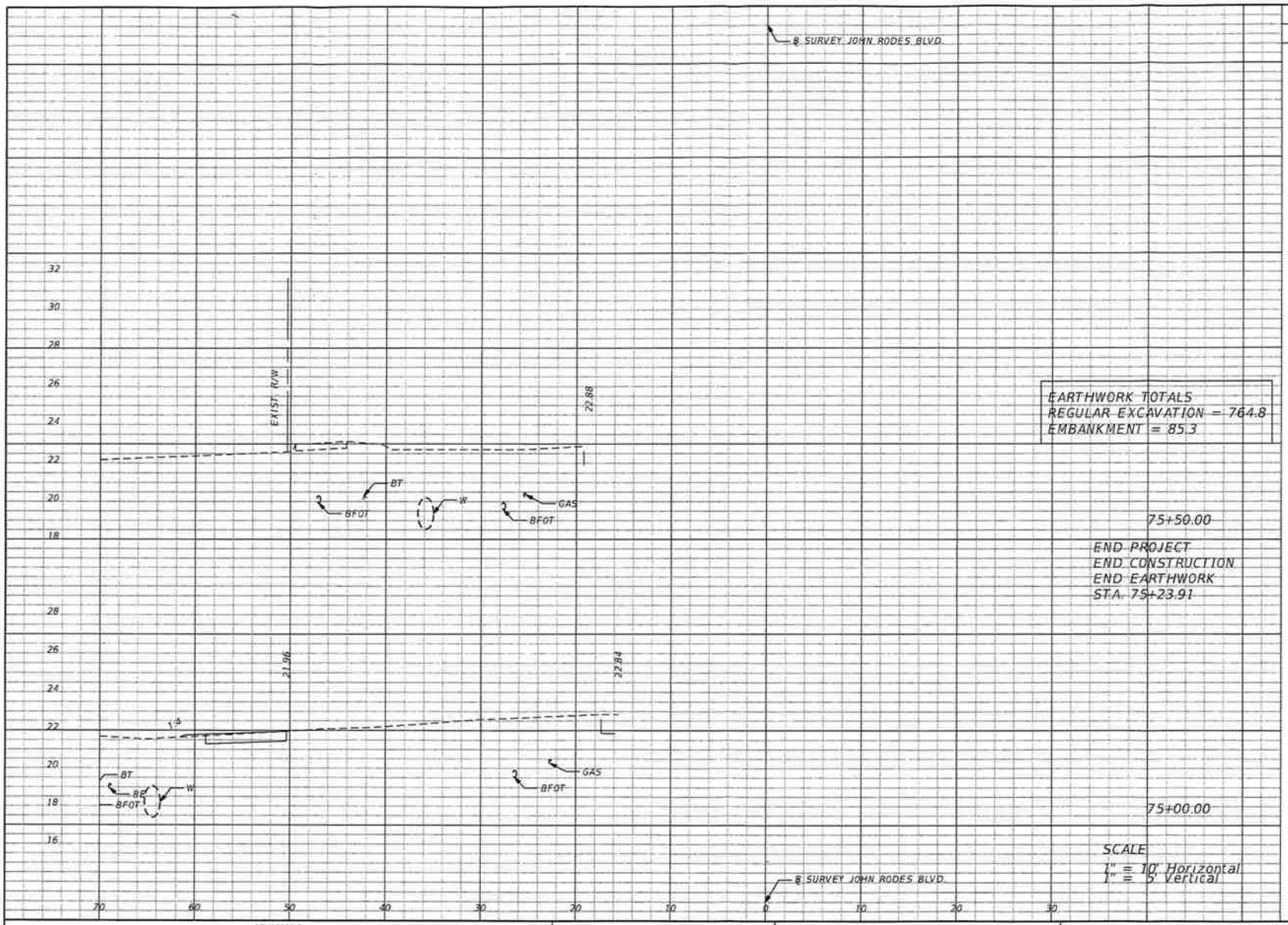
CROSS SECTIONS

SHEET NO. 71

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EARTHWORK TOTALS
REGULAR EXCAVATION = 764.8
EMBANKMENT = 85.3

75+50.00
END PROJECT
END CONSTRUCTION
END EARTHWORK
STA. 75+23.91

75+00.00

SCALE
1" = 10' Horizontal
1" = 5' Vertical

	Regular Exc.		Embankment	
	A	V	A	V
	3.9	3.5	0.2	0.2
	3.9	3.6	0.2	0.2

REVISIONS			
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CERTIFICATE OF AUTHORIZATION 00007961

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
CR 511	BREVARD	441449-1-58-01

CROSS SECTIONS

SHEET NO. 72

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

THE FOLLOWING NARRATIVE OF THE STORMWATER POLLUTION PREVENTION PLAN CONTAINS REFERENCES TO THE FDOT SPECIFICATIONS, THE FDOT STANDARD PLANS, EROSION & SEDIMENT CONTROL MANUAL (E&SC) AND OTHER SHEETS OF THESE CONSTRUCTION PLANS.

THE COMPLETE STORMWATER POLLUTION PREVENTION PLAN (SWPPP) INCLUDES SEVERAL ITEMS:

- THIS NARRATIVE DESCRIPTION AND DOCUMENTS REFERENCED IN THIS NARRATIVE
- THE CONTRACTOR'S APPROVED EROSION CONTROL PLAN REQUIRED BY FDOT SPECIFICATION SECTION 104
- REPORTS OF INSPECTIONS MADE DURING CONSTRUCTION
- CONTRACTORS AND SUBCONTRACTORS SIGNED CERTIFICATIONS OF SWPPP

THE SWPPP MUST BE KEPT CURRENT AND UPDATED WITHIN 7 CALENDAR DAYS OF THE EVENT. ALL CHANGES MUST BE SIGNED, DATED KEPT AS ATTACHMENTS TO THE ORIGINAL SWPPP AND POSTED ON THE PROJECT BULLETIN BOARD.

1.0 SITE DESCRIPTION:

1.A. A DESCRIPTION OF CONSTRUCTION ACTIVITY:
SIDEWALK & DRAINAGE IMPROVEMENTS

1.B. MAJOR SOIL DISTURBING ACTIVITIES
IDENTIFY THE "DO NOT DISTURB AREAS" (SENSITIVE/WETLANDS): SEE PLANS AND PERMITS.

1.C. AREA ESTIMATES

TOTAL SITE AREA (ACRES): 3.4
TOTAL AREA TO BE DISTURBED (ACRES): 2.1

1.D. RUNOFF DATA

RUNOFF COEFFICIENTS: BEFORE: 0.77
DURING: 0.77
AFTER: 0.77

OUTFALLS: THERE ARE 2 OUTFALLS.

RECEIVING WATER NAME: BOTH OUTFALLS DISCHARGE TO LAKE WASHINGTON

OUTFALL LOCATIONS (EXISTING):

DESCRIPTION	STATION	LATITUDE	LONGITUDE
1. EXIST. DUAL 8' X 4' CONCRETE BOX CULVERT	57+50.82	29°07'39.51" N	80°41'57.71" W
2. EXIST. DUAL 7' X 5' CONCRETE BOX CULVERT	73+84.30	29°07'55.75" N	80°41'57.80" W

1.E. SITE MAP

THE CONSTRUCTION PLANS ARE BEING USED AS THE SITE MAP. IF AN ADDITIONAL MAP WITH CONTOUR INFORMATION IS REQUIRED, PROVIDE THE APPROPRIATE USGS QUADRANGLE MAP FOR THIS PURPOSE.

FLAG SENSITIVE/WETLAND AREAS NOT TO BE DISTURBED.

1.F. RECEIVING WATERS

WATER IS PRIMARILY CONVEYED BY: ROADSIDE DITCHES TO EXISTING CANALS THAT DRAIN TO LAKE WASHINGTON.

2.0 CONTROLS

2.A. EROSION AND SEDIMENT CONTROLS

EROSION AND SEDIMENT CONTROL MEASURES, AT A MINIMUM, SHALL BE PLACED:

- TO PROTECT RECEIVING WATERS
- IN LOCATIONS WHERE THERE IS NO DITCH BACK SLOPE
- AT ALL INLETS AND PONDS
- ALONG THE ROADWAY AT ALL LOCATIONS WHERE THERE IS AN ADJACENT WETLAND

2.A.1. STABILIZATION PRACTICES

DESCRIBE THE STABILIZATION PRACTICES PROPOSED TO CONTROL EROSION. INITIATE ALL STABILIZATION MEASURES AS SOON AS PRACTICAL, BUT IN NO CASE MORE THAN 7 DAYS IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED.

BACKFILL AND STABILIZE WITH SOD WITHIN 48 HOURS OF COMPLETION OF THE CURING PERIOD FOR BOX CULVERTS / EXTENSIONS AND FOR ALL CROSS DRAINS OR OUTFALL MODIFICATIONS.

MAINTAIN DRAINAGE UNTIL PERMANENTLY STABILIZED

WHEN EMBANKMENT EXCEEDS TEN FEET OR GREATER IN HEIGHT, STABILIZE THE SIDE SLOPES AS THE EMBANKMENT IS PLACED OR IMMEDIATELY AFTER EACH TEN FEET OF EMBANKMENT IS PLACED.

IF DIRT DAMS ARE TO BE USED, THE DAM MUST BE WRAPPED IN FILTER FABRIC OR AN EQUIVALENT MATERIAL TO PREVENT DIRT FROM BEING WASHED DOWNSTREAM DURING STORM EVENTS.

2.A.2. STRUCTURAL PRACTICES

DESCRIBE THE PROPOSED STRUCTURAL PRACTICES TO CONTROL OR TRAP SEDIMENT AND OTHERWISE PREVENT THE DISCHARGE OF POLLUTANTS FROM EXPOSED AREAS OF THE SITE. SEDIMENT CONTROLS SHALL BE IN PLACE BEFORE DISTURBING SOIL UPSTREAM OF THE CONTROL.

NO MATERIAL SHALL BE STOCKPILED IN EROSION PRONE AREAS.

2.B. STORMWATER MANAGEMENT

NO PROPOSED STORMWATER MANAGEMENT FACILITIES.

2.C. OTHER CONTROLS

2.C.1. OFF-SITE VEHICLE TRACKING AND DUST CONTROL

DESCRIBE THE PROPOSED METHODS FOR MINIMIZING OFF-SITE VEHICLE TRACKING OF SEDIMENTS AND GENERATING DUST. INCLUDE AT LEAST THE FOLLOWING, UNLESS OTHERWISE APPROVED BY THE ENGINEER.

- COVERING LOADED HAUL TRUCKS WITH TARPAULINS
- REMOVING EXCESS DIRT FROM ROADS DAILY
- USE ROADWAY SWEEPERS DURING DUST GENERATING ACTIVITIES
- STABILIZE CONSTRUCTION ENTRANCES
- SOIL TRACKING PREVENTION DEVICE

2.C.2. WASTE DISPOSAL

DESCRIBE THE PROPOSED METHODS TO PREVENT THE DISCHARGE OF SOLID MATERIALS, INCLUDING BUILDING MATERIALS, TO WATERS OF THE STATES.

2.C.3. FERTILIZERS AND PESTICIDES

DESCRIBE THE PROCEDURES FOR APPLYING FERTILIZERS AND PESTICIDES IN ACCORDANCE WITH FDOT SPECIFICATION 570.

2.C.4. TOXIC SUBSTANCES

PROVIDE A LIST OF TOXIC SUBSTANCES THAT ARE LIKELY TO BE USED ON THE JOB AND PROVIDE A PLAN ADDRESSING THE GENERATION, APPLICATION, MIGRATION, STORAGE, AND DISPOSAL OF THESE SUBSTANCES.

2.C.5. SANITARY WASTE

PROVIDE AND MAINTAIN PORTABLE TOILETS. LOCATIONS APPROVED BY THE ENGINEER.

2.D. WATER QUALITY MONITORING

IF WATER QUALITY MONITORING CONDITION EXISTS IN THE PERMIT, FOLLOW ALL CONDITIONS WITHIN PERMIT. OTHERWISE, CONDUCT WATER QUALITY MONITORING DURING ALL PHASES OF CONSTRUCTION IMPACTING ANY SOURCE OF SURFACE WATER. DESIGNATE MONITORING LOCATIONS, FREQUENCY AND DEPTH; SUBMIT TO ENGINEER FOR APPROVAL.

MONITOR DISCHARGING ACTIVITIES FOR VIOLATION OF WATER QUALITY STANDARDS UNTIL TURBIDITY READINGS MEET REQUIREMENTS.

3.0 MAINTENANCE

PROVIDE A PLAN FOR MAINTAINING ALL EROSION AND SEDIMENT CONTROLS THROUGHOUT CONSTRUCTION.

4.0 INSPECTION

PROVIDE THE ENGINEER WITH A MINIMUM OF 24 HOUR NOTICE PRIOR TO THE WEEKLY EROSION CONTROL INSPECTION REQUIRED BY FDOT SPECIFICATION 104-7.1

INSTALL AND MAINTAIN RAIN GAUGES ON THE PROJECT SITE.

5.0 NON-STORMWATER DISCHARGES

OBTAINING ALL DEWATERING PERMITS. IDENTIFY ALL ANTICIPATED NON-STORMWATER DISCHARGES. DESCRIBE THE PROPOSED MEASURES TO PREVENT POLLUTION OF THESE NON-STORMWATER DISCHARGES.

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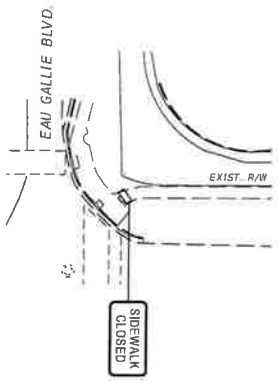
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
CR 511	BREVARD	441449-1-58-01

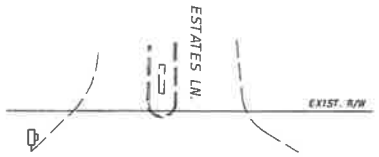
STORMWATER POLLUTION PREVENTION PLAN

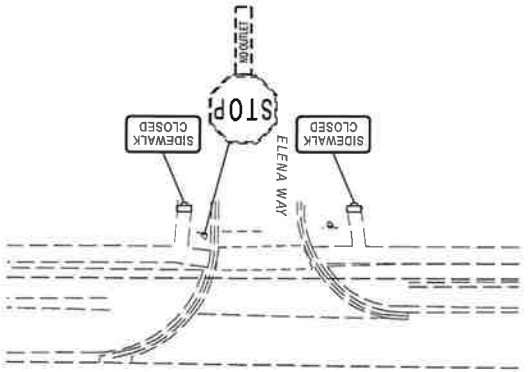
SHEET NO. 73

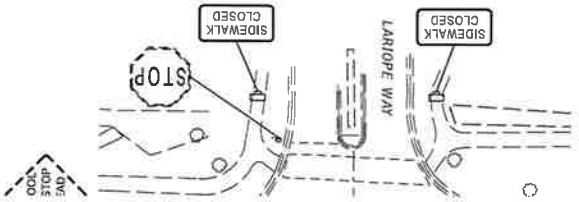
TEMPORARY TRAFFIC CONTROL PLAN NOTES

1. TEMPORARY TRAFFIC CONTROL MEASURES SHALL BE PERFORMED UTILIZING FDOT STANDARD PLANS INDEX 102 SERIES.
2. ANY DROP OFF CONDITION MUST BE RESTORED WITHIN THE SAME WORK PERIOD.
3. SIDEWALK CLOSED SIGNS SHALL BE INSTALLED AT THE LOCATIONS SHOWN BELOW PRIOR TO THE START OF CONSTRUCTION.









IS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

ENGINEER'S SCOPE:

1) Wind load in accordance with section 1620 of 2017 FBC, Building, Sixth edition
For basic wind speed of 170 mph and in accordance with ASCE 7-10 standards.

2) Wind design data:

a) Design wind speed,Vult=170 mph, in accordance with Section 26.5.1 of ASCE 7
b) Risk category II (MRI=700 years)
c) Wind Exposure="C".

3) Wind load by ASCE 7-10, chapters 26,27,28,29,30.

a) Height=8'-7", Kz=0.85, Kd= 0.85
b) Aspect ratio, Cf=1.2
c) Gust-Effect Factor,G=0.85
d) Wind directionality factor,Kd=0.85
e) Topographic factor=1.0
f) Velocity Pressure q=.00256X0.85X0.85X170^2=53.5 psf.
g) Allowable wind pressure=1.21X53.5X0.6=38.84 psf

4) Construction Materials:

a) Structural Steel shall be A-36, Fy=36,000 psi.
b) Structural Steel tubing shall be A-500, Grade B, Fy=46,000 psi.
c) Structural Aluminum tubing shall be 6061-T6, Fy=20,000 psi.
d) Structural Piping shall be A-53, Grade B, Type E or S, Fy=35,000 psi.
e) Anchor bolts shall be A-307, 1/2" Hilti Kwik Bolt or equivalent W/ 4 3/4" embedment min.
f) Connection bolts shall be A325, snug tight.
g) Rebars shall be Grade 40 for #5
h) Concrete shall 3000 psi.

5) Welding:

a) Design and fabrication according to AWS D1.1.
b) AWS certification required for all structural welders.
c) E70X electrodes for SMAW processes.
d) F7X-EXXX electrodes for SAW processes.

6) Soil shall be clean sand with minimum allowable bearing pressure of 2000 psf.
Minimum lateral passive pressure of 150 psf (table 1806.2)

STRUCTURAL DESIGN:

A) Footing Design:

a) Wind pressure = 38.84X1.2X=46.608 psf
b) Expose area to wind = 84.03 sf
c) Horizontal force=4,379.6 #
d) Moment at grade elev.=19,812.12 #-ft
e) Concrete footing moment=31,956 #-ft.
f) Shear at bolt elev.=4,379.6 #

B) Anchors Bolts tension and shear:

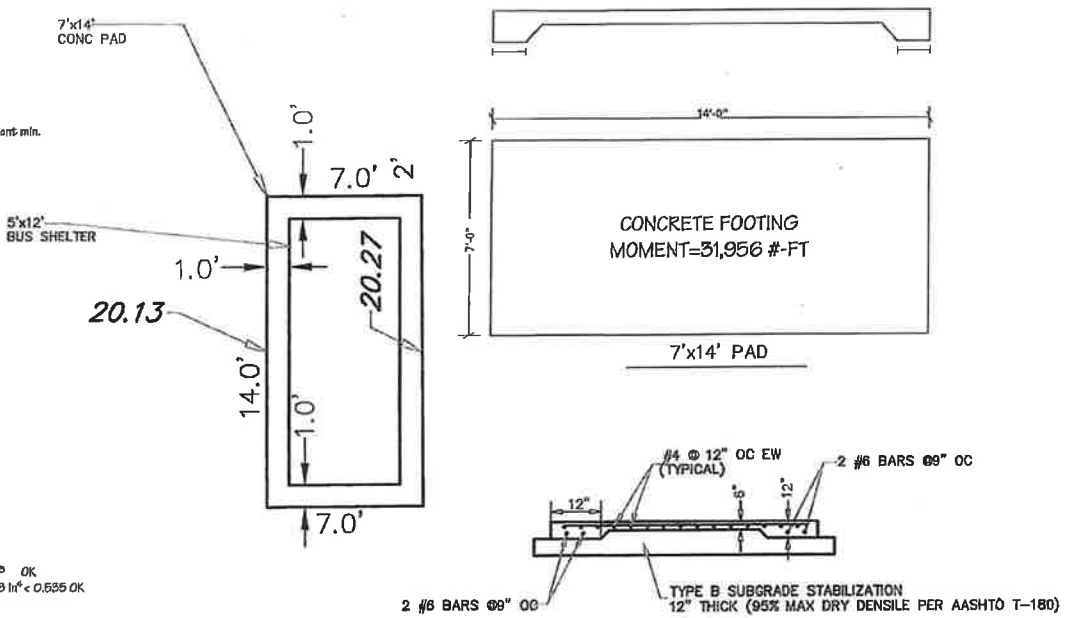
a) Moment at gradeelev=36,437.736-ft.
b) Tension per bolt=31956/4/8=998.6 #ten
c) Shear per bolt=4,379/8=547.4 #.
d) Use Hilti or equivalent 1/2"diam. with 4" embedment min.

C) OVERTURNING SAFETY FACTOR:

a) Concrete footing moment/wind load moment
FS = 31,956/19,812 = 1.61 OK.

D) M1 3x3x5/16" alum. sq. tube horizontal support, load = 3'x46.6=139.8 sq. Lf
m=139.8x11^2/12=1,409.65 #-FT, s=1,409.6x12/0.6x20,000=1.41 m^3 < 1.64 m^3 OK

E) M5 1.5x3"x1/8, load = 2.5x46.6 = 116.5 #/1.5. S=(138.8x12/0.6x20,000=0.1398 In^4 < 0.535 OK



BUS SHELTER PAD
NO SCALE

NOTES:

1. DESIGN WIND VELOCITY = 170 MPH (3 SEC GUST), 132 MPH (NOMINAL) SECTION 1620 OF 2017 FBC BUILDING SIXTH EDITION.
2. DESIGN WIND PRESSURE LOAD IN CONFORMANCE WITH ASCE-7-10, CHAPTERS 26,27,28,29,30=37.6 PSF, 2010 FBC
3. SOIL SHALL BE CLEAN SAND WITH MINIMUM ALLOWABLE BEARING PRESSURE OF 2000 PSF AND MINIMUM ALLOWABLE LATERAL PASSIVE PRESSURE OF 150 PSF (TABLE 1804.2) DESIGN LATERAL = 2(150) X 1.33 = 398 PSF (LAYERAL DESIGN PRESSURE FOR ISOLATE POLE)
4. CONCRETE SHALL BE 3000 PSI @ 28 DAYS
5. ALUMINUM: 6061-T6
6. ALL WELDING SHALL BE IN CONFORMANCE WITH THE AMERICAN WELDING SOCIETY (AWS) D1.2-97 STRUCTURAL ALUMINUM WELDING CODE FOR CLASS II STRUCTURES.
7. BOLT, NUTS, WASHERS SHALL BE IN CONFORMANCE WITH ASTM F901-01 (2007)
ICS #21, 050.10 (BOLTS, SCREWS), 24.060.20 (NUTS)

WIND DESIGN CRITERIA	
WIND VELOCITY	170 MPH
IMPORTANCE FACTOR	1.0
EXPOSURE CATEGORY (MWFRS)	C
RISK CATEGORY	II
COMPONENT & CLADDING PRESSURES	61.47
FORCE COEFFICIENT C_f	1.2

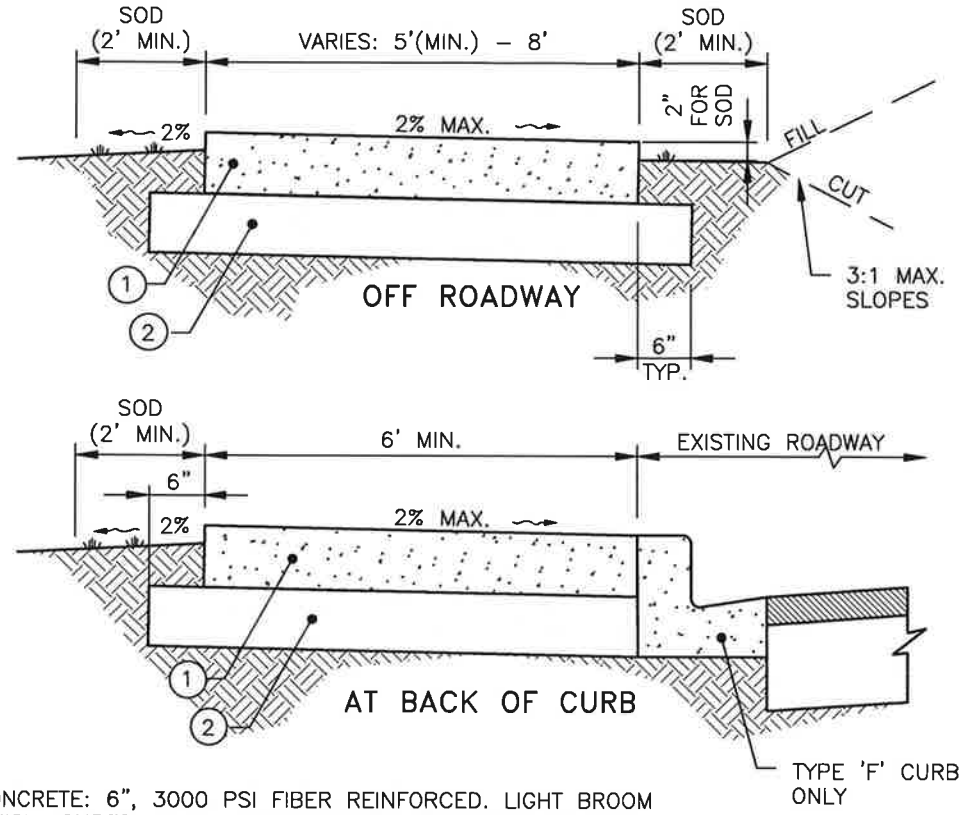
Decamil
Signage | Transit Amenities | Quality

WAYNE GANDY
720 S. ORANGE BLOSSOM TRAIL
#510
ORLANDO, FLORIDA 32805
407-432-5164
WGANDY55@YAHOO.COM

Decamil
11100 ASTRONAUT BLVD. ORLANDO, FL 32837
PHONE: 407-432-5164 FAX: 407-857-55565

I

WAYNE GANDY
LICENSE
NO.33134
STATE OF FLORIDA
WAYNE GANDY
LIC. NUMBER:
FLPE 33134



(1) CONCRETE: 6", 3000 PSI FIBER REINFORCED. LIGHT BROOM FINISH, CURED WITH A WHITE CURING COMPOUND AS PER FDOT STANDARD SPECIFICATION SECTION 925–2.1.

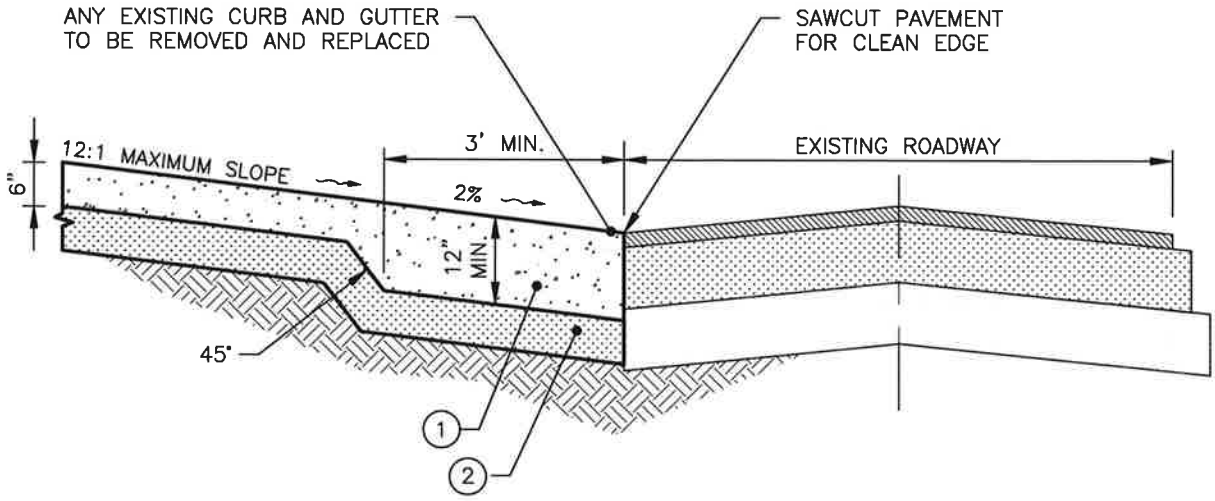
(2) SUBGRADE: 6", COMPACTED TO A MINIMUM OF 98% MAX. DENSITY – AASHTO T–180

PEDWAY CONSTRUCTION REQUIREMENTS

1. PEDESTRIAN WAY SHALL BE CONSTRUCTED OF FDOT CLASS I, 3000 PSI FIBER REINFORCED CONCRETE. NO UNDER TOLERANCE WILL BE ACCEPTED. IF 28 DAY BREAKS FALL BELOW STRENGTH, CONTRACTOR SHALL REMOVE AND RECONSTRUCT PEDWAY.
2. SIDEWALKS CONSTRUCTED ACROSS DRIVEWAYS SHALL MEET THE REQUIREMENTS OF FDOT DESIGN STANDARDS, LATEST EDITION, INDEX 515 "TURNOUTS".
3. SIDEWALK SLOPES AND RAMPS SHALL MEET ADA REQUIREMENTS AND THOSE OF FDOT INDEX 304.
4. ALL AREAS DISTURBED BY CONSTRUCTION SHALL BE SODDED TO MATCH PREVIOUS CONDITION OR BETTER, BY CONTRACTOR.
5. CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORATION OF ANY ITEMS DAMAGED DURING CONSTRUCTION PROCESS, TO ORIGINAL CONDITION OR BETTER.
6. CONTRACTION JOINTS SHALL BE SAW CUT 1 1/2" DEEP (MIN.) ON 5–FOOT CENTERS; EXPANSION JOINTS SHALL BE AT MAX. 50–FOOT CENTERS, AT THE PC AND PT OF CURVES, JUNCTIONS WITH EXISTING AND NEW SIDEWALKS, AND WHERE NEW SIDEWALKS ABUT CURBS, DRIVEWAYS, AND SIMILAR STRUCTURES.
7. AN EIGHT (8) FOOT WIDE PEDWAY MAY BE CONSTRUCTED ON ONE SIDE OF THE STREET, VERSUS CONSTRUCTING A 5' WIDE SIDEWALK ON BOTH SIDES, ONLY UPON APPROVAL FROM LAND DEVELOPMENT.

PEDWAY CONSTRUCTION DETAILS

REV:	BREVARD COUNTY LAND DEVELOPMENT 2725 JUDGE FRAN JAMIESON WAY, VIERA, FL 32940	EXHIBIT - 13	DATE: MAY–2008



(1) CONCRETE: 12" THICK FIBER REINFORCED, 3000 PSI

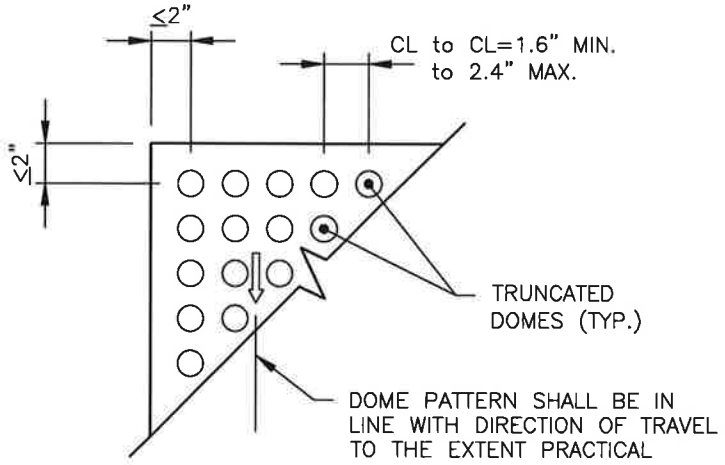
(2) SUBGRADE 6", COMPACTED TO A MIN. OF 98% MAXIMUM DENSITY PER AASHTO T-180

NOTES:

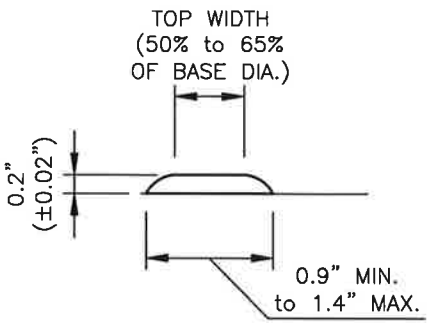
1. ALL PEDWAY TO ROADWAY INTERSECTIONS SHALL HAVE THREE (3) LINEAR FEET (LF) OF THICKENING FULL WIDTH OF PEDWAY.
2. COMMERCIAL DRIVEWAYS SHALL HAVE PEDWAY THICKENING.

PEDWAY THICKENED EDGE DETAIL

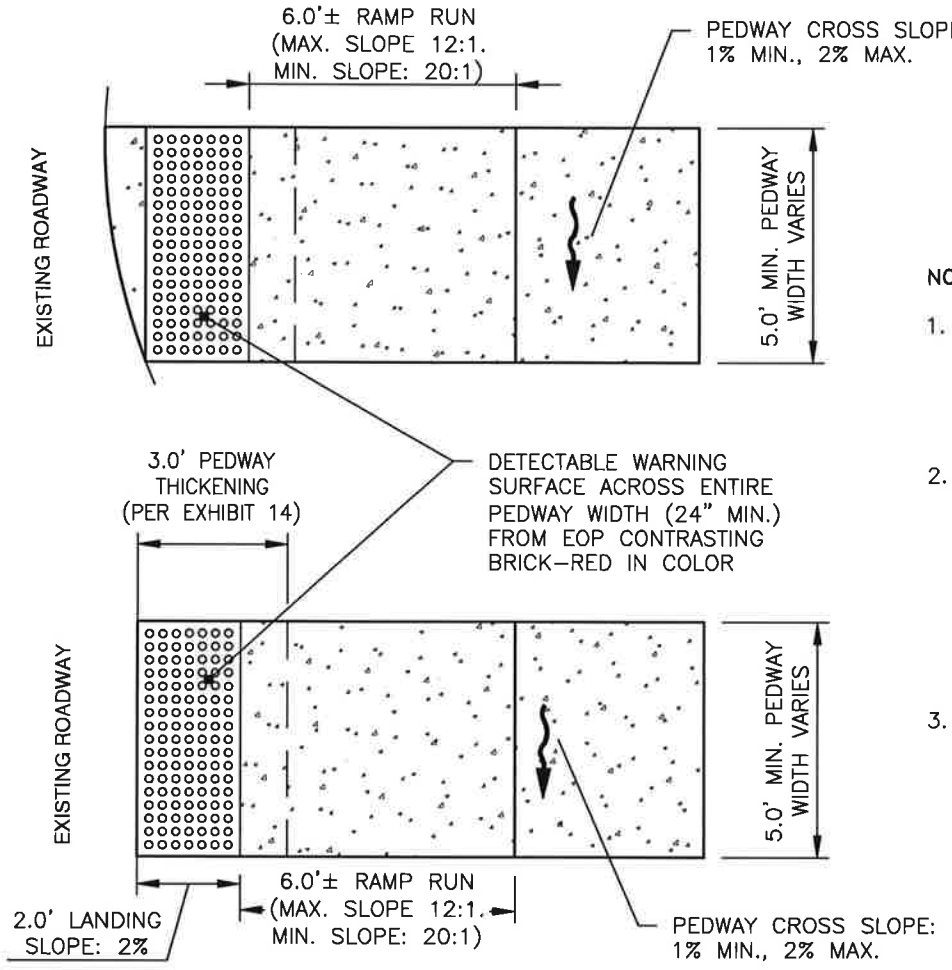
REV:	BREVARD COUNTY LAND DEVELOPMENT 2725 JUDGE FRAN JAMIESON WAY, VIERA, FL 32940	EXHIBIT - 14	DATE: MAY-2008



PLAN VIEW



TRUNCATED DOME

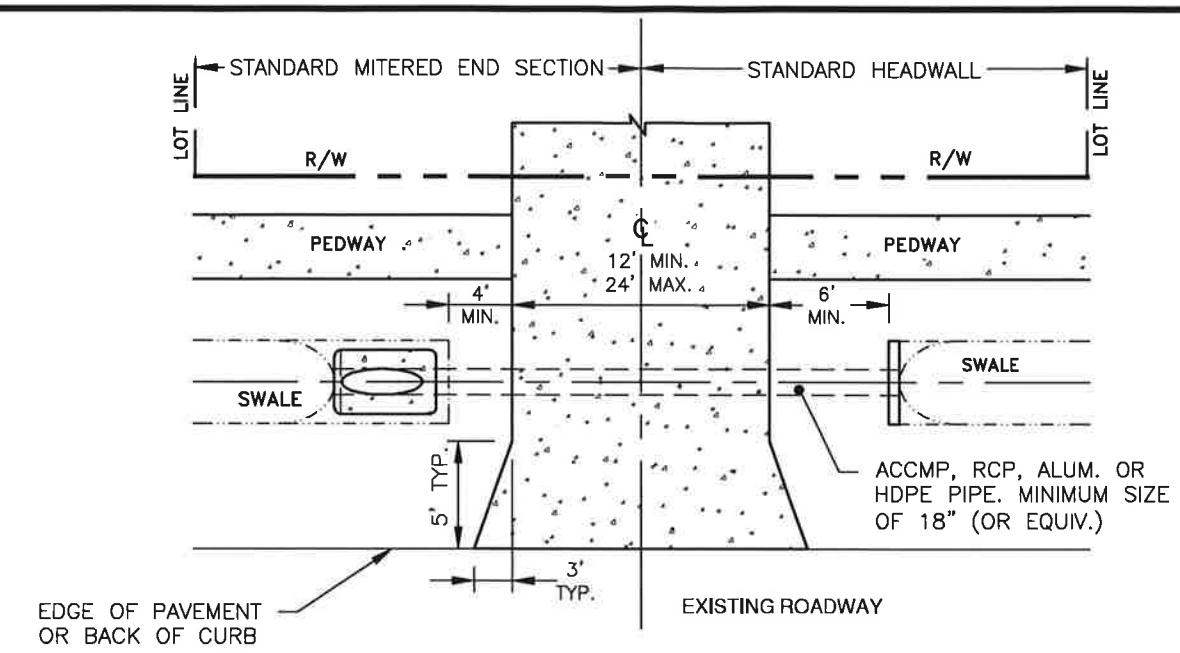


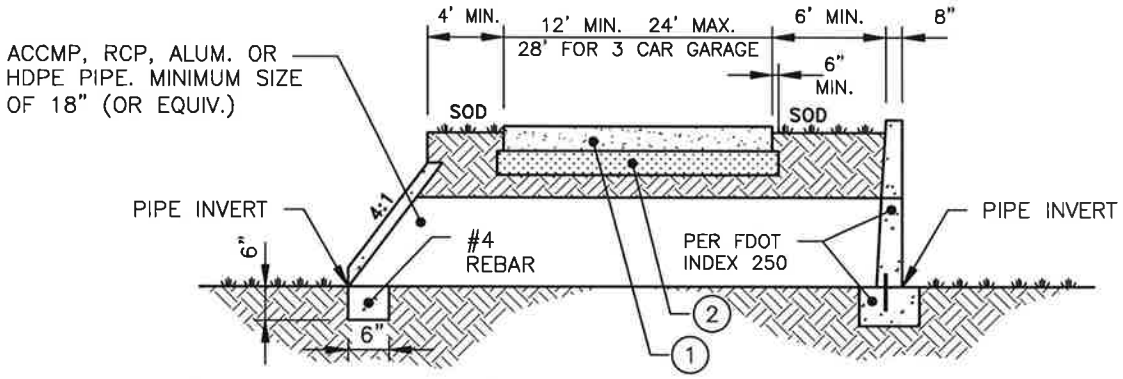
NOTES:

1. PRE-MANUFACTURED DETECTABLE WARNING SURFACE PLATES SHALL BE EMBEDDED A MINIMUM OF 1" IN THE CONCRETE SURFACE.
2. BRICK-RED COLORED DETECTABLE WARNING SURFACE TRUNCATED DOMES SHALL BE IN ACCORDANCE WITH INDEX 304 OF THE LATEST EDITION OF THE FDOT DESIGN STANDARDS AND PER ADA ACCESSIBILITY GUIDELINES, SECTION 4.29.2.
3. THE ALIGNMENT OF THE TRUNCATED DOMES MUST BE IN THE DIRECTION OF TRAVEL.

HANDICAP RAMP DETECTABLE WARNING DETAIL

REV:	BREVARD COUNTY LAND DEVELOPMENT 2725 JUDGE FRAN JAMIESON WAY, VIERA, FL 32940	EXHIBIT - 15	DATE: MAY-2008





WITH MITERED END SECTIONS

WITH HEADWALLS

(1) 6" THICK CONC. 3000 PSI REINFORCED W/FIBER MESH

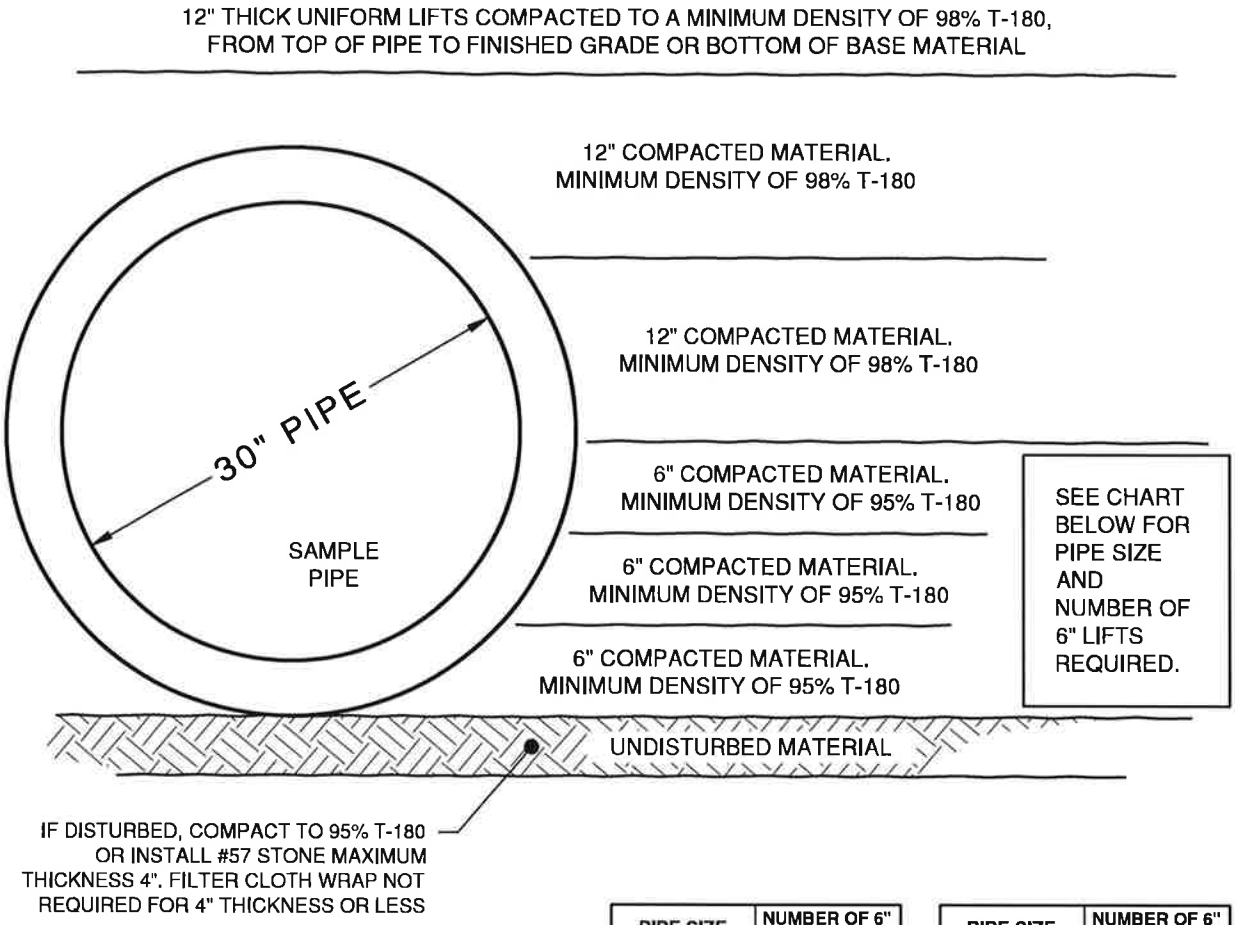
(2) SUBGRADE: 6" THICK, TYPE "B" STABLIZED, COMPACTED TO A MIN. OF 98% MAXIMUM DENSITY PER AASHTO T-180

NOTES:

1. MITERED END SECTIONS SHALL BE CONSTRUCTED IN ACCORDANCE WITH FDOT DESIGN STANDARDS INDEX 272, LATEST EDITION.
2. HEADWALLS SHALL BE CONSTRUCTED IN ACCORDANCE WITH FDOT DESIGN STANDARDS INDEX 250, LATEST EDITION.
3. CULVERT SIZES WILL BE DETERMINED BY EITHER THE UPSTREAM AND DOWNSTREAM CULVERT SIZES OR THE CROSS-SECTION OF THE DITCH. THIS INFORMATION MUST BE PROVIDED BY AN ENGINEER OR SURVEYOR LICENSED IN THE STATE OF FLORIDA.

RESIDENTIAL CONCRETE DRIVEWAY DETAIL

REV:	BREVARD COUNTY LAND DEVELOPMENT 2725 JUDGE FRAN JAMIESON WAY, VIERA, FL 32940	EXHIBIT - 18	DATE: MAY-2008



PIPE SIZE	NUMBER OF 6" LIFTS
15"	2
18"	2
24"	2
30"	3
36"	4
42"	5
48"	5
54"	6
60"	6
66"	7
72"	7

PIPE SIZE	NUMBER OF 6" LIFTS
11" x 17"	2
14" x 23"	2
19" x 30"	2
24" x 38"	2
29" x 45"	4
34" x 53"	4
38" x 60"	4
43" x 68"	5
48" x 76"	5
58" x 91"	6

NOTES:

1. NUMBER OF LIFTS REQUIRED FOR PIPE SIZES IN EXCESS OF THOSE SHOWN IN CHART SHALL BE APPROVED BY THE ENGINEER OF RECORD AND BREVARD COUNTY ENGINEERING, IN WRITING, PRIOR TO INSTALLATION.
2. THESE REQUIREMENTS APPLY TO ALL STORMWATER PIPE INSTALLATIONS IN SUBDIVISIONS, PUBLIC OR PRIVATE, DRAINAGE EASEMENTS, PUBLIC OR PRIVATE, ALL COUNTY RIGHTS-OF-WAY, AND FOR ANY OTHER STORMWATER PIPE INSTALLATIONS THAT WILL BECOME COUNTY MAINTAINED INFRASTRUCTURE.
3. BACKFILL AROUND STORMWATER STRUCTURES SHALL BE COMPACTED IN 12" LIFTS TO A MINIMUM DENSITY OF 98% T-180.

STORMWATER PIPE INSTALLATION BACKFILL REQUIREMENTS

BID FORM

John Rodes Blvd. Sidewalk (Eau Gallie Blvd. to Aurora Road)

BASE BID

ITEM NO.	ITEM DESCRIPTION	EST QTY	UNIT	WRITTEN UNIT COST	UNIT COST	TOTAL COST
101-1	Mobilization	1	LS			$0.00
102-1	Maintenance of Traffic	1	LS			$0.00
102-60	Work Zone Sign	3,574	ED			$0.00
102-74-1	Channelizing Device - Typs I, II, DI, VP, Drum, LC	7,485	ED			$0.00
104-10-3	Sediment Barrier	4,158	LF			$0.00
104-11	Floating Turbidity Barrier	42	LF			$0.00
104-18	Inlet Protection System	1	EA			$0.00
110-1-1	Clearing & Grubbing	1	LS			$0.00
110-4-10	Removal Of Existing Concrete	548	SY			$0.00
110-7-1	Mailbox F&I, Single	4	EA			$0.00
120-1	Regular Excavation	764.8	CY			$0.00
120-6	Embankment	85.3	CY			$0.00
425-1-521	Inlet, Dt Bot, Type C, <10'	3	EA			$0.00
425-1-523	Inlet, Dt Bot, Type C, JBOT, <10'	1	EA			$0.00
425-1-541	Inlet, Dt Bot, Type D, <10'	1	EA			$0.00
425-1-910	Inlets, Closed Flume	1	EA			$0.00
425-5-1	Manhole, Adjust, Utilities	1	EA			$0.00
430-174-118	Pipe Culv, Opt Matl, Round, 18" SD	189	LF			$0.00
430-174-124	Pipe Culv, Opt Matl, Round, 24" SD	16	LF			$0.00
515-2-211	Ped/Bicycle Railing, Stl, 42" Type 1	43	LF			$0.00
520-1-7	Concrete Curb & Gutter, Type E	30	LF			$0.00
522-2	Concrete Sidewalk and Driveway, (6" Thick) (3,000 PSI) (With Fiber)	3,672	SY			$0.00
522-3	Bus Boarding Pad - 6" Concrete	27	SY			$0.00
522-4	Bus Shelter Pad - 6" Concrete	22	SY			$0.00
522-99	Concrete Sidewalk and Driveway, (12" Thick) (3,000 PSI) (With Fiber)	109	SY			$0.00
527-2	Detectable Warnings	187	SF			$0.00
536-73	Guardrail Removal	92	LF			$0.00
570-1-2	Performance Turf, Sod	4,911	SY			$0.00
700-1-50	Single Post Sign, Relocate	11	AS			$0.00
711-11-123	Thermoplastic, Std, White, Solid, 12"	576	LF			$0.00
711-11-125	Thermoplastic, Std, White, Solid, 24"	57	LF			$0.00
711-15-101	Thermoplastic, Std, White, Solid, 6"	0.001	GM			$0.00
					TOTAL FOR BASE BID ITEMS	**$0.00**

ALTERNATE PAY ITEMS

ITEM NO.	ITEM DESCRIPTION	EST QTY	UNIT	WRITTEN UNIT COST	UNIT COST	TOTAL COST
522-1	Concrete Sidewalk (4" Thick) (2,500 PSI)	3,427	SY			$0.00
522-2	Concrete Sidewalk and Driveway, (6" Thick) (2,500 PSI)	354	SY			$0.00
					TOTAL FOR ALTERNATE PAY ITEMS	**$0.00**

NOTES:

1. 522-99 is not an established FDOT Pay Item Number.
2. Alternate Pay Item: 4 inch concrete in lieu of 6 inch, 3,000 psi concrete with fiber reinforcement used for sidewalk.
3. Alternate Pay Item: 6 inch concrete in lieu of 12 inch concrete for curb ramps and 6 inch, 3,000 psi concrete with fiber reinforcement used for driveways.

VENDOR NAME _____
PRINTED SIGNATURE _____
AUTHORIZED SIGNATURE _____

PHONE # _____ FAX#_____ DATE_____
EMAIL ADDRESS _____

Bid Form to be completed electronically on Excel spreadsheet. Electronically completed spreadsheet should be saved on CD or USB and included with Bid submittal.
Bid Form must also be printed, signed and submitted with Bid.
DO NOT MODIFY OR RE-ISSE THE BID FORM. USE THE BID FORM PROVIDED.

Brevard COUNTY
Purchasing Services

Purchasing Services
2725 Judge Fran Jamieson Way
Building C, Room 303
Viera, Florida 32940

John Rodes Boulevard Sidewalk (Eau Gallie Blvd. to Aurora Road)
FPN No. 441449-1-58-01
Bid# B-5-21-20
December 11, 2020
Addendum 3

PROJECT DESCRIPTION: The proposed project is located in Melbourne, Florida from Eau Gallie Blvd. to Aurora Road. The project will consist of an 8-foot wide concrete sidewalk along the west side of John Rodes Blvd. and related improvements to drainage. The project length is 4313 linear feet.

TO ALL PROSPECTIVE BIDDERS: This is an Addendum to and shall be considered as part of the original bid package for the above-mentioned bid. Please acknowledge receipt of Addendum 3 on the Addenda Acknowledgment form included in the bid package and submit the Addenda Acknowledgment form with the proposal.

ADDITIONAL INFORMATION: The purpose of this addendum is to provide clarification to bidders based on questions submitted.

Question 1: Is there an engineer's estimate, or budget, for this project?
Response 1: The Engineer's probable cost estimate is:
Base Bid $485,905.70
Alternate Pay Items $177,558.08

Question 2: Is there a project estimate for this job for the purposes of ordering our bid bond?
Response 2: Please see response to question 1.

Question 3: Is there an engineer's estimate for this project?
Response 3: Please see response to question 1.

Quesiton 4: What is the engineers estimate for this project?
Response 4: Please see response to question 1.

Question 5: Can you please advise of the Engineer's Est. Value of the project
Response 5: Please see response to question 1.

Question 6: Who pays for testing?

Response 6: Please review Section 8, Article 27 Sampling and Testing: The Contractor shall provide for all required Quality Control (Q.C.) sampling and testing, as identified in Section 9 of the Contract Documents, for acceptance of work. Testing results are not required to be uploaded into F.D.O.T.'s MAC system. Payment for sampling and testing shall be considered incidental to the cost of the pay item being accepted.

Question 7: What is the Engineer's estimate for this project?

Question 7: Please see response to question 1.

Question 8: Who pays for testing, i.e. densities, concrete cylinders, etc.

Response 8: Please review Section 8, Article 27 Sampling and Testing: The Contractor shall provide for all required Quality Control (Q.C.) sampling and testing, as identified in Section 9 of the Contract Documents, for acceptance of work. Testing results are not required to be uploaded into F.D.O.T.'s MAC system. Payment for sampling and testing shall be considered incidental to the cost of the pay item being accepted.

Question 9: Please confirm the number of hard copies of the bid submittal documentation we are to provide, as the "Advertisement for Bids", Page 1-1, and "Section 2 – Bid Instructions", Page 2-9, call for four (4) copies, while the "Bid Checklist" calls for one (1) copy.

Response 9: Please provide what is listed on the "Bid Checklist": 1 Original, 1 Copy and Electronic Copy (PDF) on CD or USB Flash Drive of the Bid, including the Bid Form in Excel format (paper and electronic copy)

Question 10: Are there any special requirements to redirect pedestrians during construction?

- Temporary stabilized paths
- LCD (Pedestrian Longitudinal Channeling Device) around or adjacent to the construction areas
- As the County is aware, there are no sidewalks on the east side of John Rodes Blvd. where pedestrians could be rerouted.

Response 10: Pedestrian detours shall comply with the standards referenced in the contract documents such as F.D.O.T. Specification 102, F.D.O.T. Standard Plans Index 102 Series, and M.U.T.C.D. 2009 Specifications with 2012 Revisions. Please note that detours are only required at locations where existing sidewalks are present.

Question 11: Does the County have a project estimate for this work?
Response 11: Please see response to question 1.

Please note that the bid opening date and time remains December 22, 2020 at 2:00 PM.

All other terms and conditions remain unchanged.

The Purchasing Liaison for this project is Heather Beaudry, Purchasing Services, Government Center, 2725 Judge Fran Jamieson Way, Building C, Third Floor, Suite 303, Viera, FL, 32940, phone, (321) 617-7390, fax (321) 617-7391, email heather.beaudry@brevardfl.gov.

Sincerely,

Summer Wyllie
Procurement Supervisor

cc: file/Public Works Department

END OF ADDENDUM 3

Brevard COUNTY
Purchasing Services

Purchasing Services
2725 Judge Fran Jamieson Way
Building C, Room 303
Viera, Florida 32940

John Rodes Boulevard Sidewalk (Eau Gallie Blvd. to Aurora Road)
FPN No. 441449-1-58-01
Bid# B-5-21-20
December 17, 2020
Addendum 4

PROJECT DESCRIPTION: The proposed project is located in Melbourne, Florida from Eau Gallie Blvd. to Aurora Road. The project will consist of an 8-foot wide concrete sidewalk along the west side of John Rodes Blvd. and related improvements to drainage. The project length is 4313 linear feet.

TO ALL PROSPECTIVE BIDDERS: This is an Addendum to and shall be considered as part of the original bid package for the above-mentioned bid. Please acknowledge receipt of Addendum 4 on the Addenda Acknowledgment form included in the bid package and submit the Addenda Acknowledgment form with the proposal.

ADDITIONAL INFORMATION: Addendum 2 previously published on November 19, 2020 included an Excel Bid Form. There is a formula error in the "Total Cost" column. The purpose of this addendum is to publish a corrected Excel Bid Form. Please use B52120 Addendum 4, Bid Form and not the previously issued version, when completing submissions.

These bidding documents are attached to Addendum 4.

- B52120 Addendum 4, Bid Form

Please note that the bid opening date and time remains **December 22, 2020 at 2:00 PM.**

All other terms and conditions remain unchanged.

The Purchasing Liaison for this project is Heather Beaudry, Purchasing Services, Government Center, 2725 Judge Fran Jamieson Way, Building C, Third Floor, Suite 303, Viera, FL, 32940, phone, (321) 617-7390, fax (321) 617-7391, email heather.beaudry@brevardfl.gov.

Sincerely,

Summer Wyllie
Procurement Supervisor

cc: file/Public Works Department

END OF ADDENDUM 4

Brevard County
John Rodes Blvd. Sidewalk (Eau Gallie Blvd. to Aurora Road)
B-5-21-20
BID FORM
ADDENDUM 4

BASE BID

ITEM NO.	ITEM DESCRIPTION	EST QTY	UNIT	WRITTEN UNIT COST	UNIT COST	TOTAL COST
101-1	Mobilization	1	LS			$0.00
102-1	Maintenance of Traffic	1	LS			$0.00
102-60	Work Zone Sign	3,574	ED			$0.00
102-74-1	Channelizing Device - Typs I, II, DI, VP, Drum, LC	7,485	ED			$0.00
104-10-3	Sediment Barrier	4,158	LF			$0.00
104-11	Floating Turbidity Barrier	42	LF			$0.00
104-18	Inlet Protection System	1	EA			$0.00
110-1-1	Clearing & Grubbing	1	LS			$0.00
110-4-10	Removal Of Existing Concrete	548	SY			$0.00
110-7-1	Mailbox F&I, Single	4	EA			$0.00
120-1	Regular Excavation	764.8	CY			$0.00
120-6	Embankment	85.3	CY			$0.00
425-1-521	Inlet, Dt Bot, Type C, <10'	3	EA			$0.00
425-1-523	Inlet, Dt Bot, Type C, JBOT, <10'	1	EA			$0.00
425-1-541	Inlet, Dt Bot, Type D, <10'	1	EA			$0.00
425-1-910	Inlets, Closed Flume	1	EA			$0.00
425-5-1	Manhole, Adjust, Utilities	1	EA			$0.00
430-174-118	Pipe Culv, Opt Matl, Round, 18" SD	189	LF			$0.00
430-174-124	Pipe Culv, Opt Matl, Round, 24" SD	16	LF			$0.00
515-2-211	Ped/Bicycle Railing, Stl, 42" Type 1	43	LF			$0.00
520-1-7	Concrete Curb & Gutter, Type E	30	LF			$0.00
522-2	Concrete Sidewalk and Driveway, (6" Thick) (3,000 PSI) (With Fiber)	3,672	SY			$0.00
522-3	Bus Boarding Pad - 6" Concrete	27	SY			$0.00
522-4	Bus Shelter Pad - 6" Concrete	22	SY			$0.00
522-99	Concrete Sidewalk and Driveway, (12" Thick) (3,000 PSI) (With Fiber)	109	SY			$0.00
527-2	Detectable Warnings	187	SF			$0.00
536-73	Guardrail Removal	92	LF			$0.00
570-1-2	Performance Turf, Sod	4,911	SY			$0.00
700-1-50	Single Post Sign, Relocate	11	AS			$0.00
711-11-123	Thermoplastic, Std, White, Solid, 12"	576	LF			$0.00
711-11-125	Thermoplastic, Std, White, Solid, 24"	57	LF			$0.00
711-15-101	Thermoplastic, Std, White, Solid, 6"	0.001	GM			$0.00
					TOTAL FOR BASE BID ITEMS	$0.00

ALTERNATE PAY ITEMS

ITEM NO.	ITEM DESCRIPTION	EST QTY	UNIT	WRITTEN UNIT COST	UNIT COST	TOTAL COST
522-1	Concrete Sidewalk (4" Thick) (2,500 PSI)	3,427	SY			$0.00
522-2	Concrete Sidewalk and Driveway, (6" Thick) (2,500 PSI)	354	SY			$0.00
					TOTAL FOR ALTERNATE PAY ITEMS	$0.00

NOTES:

1. 522-99 is not an established FDOT Pay Item Number.
2. Alternate Pay Item: 4 inch concrete in lieu of 6 inch, 3,000 psi concrete with fiber reinforcement used for sidewalk.
3. Alternate Pay Item: 6 inch concrete in lieu of 12 inch concrete for curb ramps and 6 inch, 3,000 psi concrete with fiber reinforcement used for driveways.

VENDOR NAME _____
PRINTED SIGNATURE _____
AUTHORIZED SIGNATURE _____

PHONE # _____ FAX# _____ DATE _____
EMAIL ADDRESS _____

Bid Form to be completed electronically on Excel spreadsheet. Electronically completed spreadsheet should be saved on CD or USB and included with Bid submittal.
Bid Form must also be printed, signed and submitted with Bid.
DO NOT MODIFY OR RE-ISSE THE BID FORM. USE THE BID FORM PROVIDED.

LAP CERTIFICATION OF CURRENT CAPACITY

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

LAP CERTIFICATION OF CURRENT CAPACITY

CONFIDENTIAL per Ch 337.14(1) F.S.

For bids to be received on 12/22/2020
(Letting Date)

Fill in your FDOT Vendor Number
VF F650284242003
(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) $ 18,977,675.40

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.

Timothy Rose Contracting Inc
NAME OF FIRM

Sworn to and subscribed this 22 day of December, 20 20.

By: Timothy Rose
President
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	2	3	4	5	6
PROJECTS OWNER, LOCATION AND DESCRIPTION	CONTRACT (OR SUBCONTRACT) AMOUNT	AMOUNT SUBLET TO OTHERS	BALANCE OF CONTRACT AMOUNT	UNCOMPLETED AMOUNT TO BE DONE BY YOU	
				AS PRIME CONTRACTOR	AS SUBCONTRACTOR
Indian river County SR60 & 43rd AVE	$12,279,920.41	$2,843,238.93	$8,465,626.75	$8,465,626.75	$
Indian river County 58th AVE FDR	$7,330,840.90	$2,218,469.40	$6,788,745.52	$6,778,745.52	
Vero Beach Lakes LLC Lakes of Brookhaven	$561,452.42		$365,488.72	$365,488.72	
Charles Sullivan Jr 45th Street Industrial Park	$2,572,810.00		$928,364.55	$928,364.55	
NRH Homes Preston Estates 12th St. Vero Beach	$712,432.00		$383,188.00	$383,188.00	
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	$0.00	$0.00
			TOTAL UNCOMPLETED WORK ON HAND TO BE DONE BY YOU (TOTAL COLUMNS 5 AND 6)	$16,931,413.54	

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 $ 2.75 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. Angle of Repose	LF	150	$2.75	$412.50
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: _____

NON-COLLUSION DECLARATION OF COMPLIANCE FORM

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

NON-COLLUSION DECLARATION AND COMPLIANCE WITH 49 CFR § 29

ITEM/SEGMENT NO.: 441449-1-58-01
F.A.P. NO.: D518048B
MANAGING DISTRICT: 5
PARCEL NO.: n/a
COUNTY OF: Brevard
BID LETTING OF: 12/22/2020

I, Timothy Rose (NAME), hereby declare that I am

President (TITLE) of Timothy Rose Contracting Inc (FIRM)

of Vero Beach, Florida (CITY AND STATE)

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

I further declare that:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXCEPTIONS:

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

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

CONTRACTOR: (Seal)

BY: Timothy Rose - President
NAME AND TITLE PRINTED

WITNESS: Michelle Jurkiewicz

BY:
SIGNATURE

WITNESS:

Executed on this 22 day of December, 2020

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

REQUIRED CONTRACT PROVISIONS

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

- Appendix B of 49 CFR Part 29 –

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

Instructions for Certification

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

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

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

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

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

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

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

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

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

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

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

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

SUSPENSION AND DEBARMENT FORM

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

375-030-32
PROCUREMENT
11/15

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

(Compliance with 2 CFR Parts 180 and 1200)

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

Name of Consultant/Contractor: Timothy Rose Contracting Inc

By: Timothy Rose

Date: 12/22/2020

Title: President

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.

CONTRACTOR AFFIDAVIT REGARDING SCRUTINZED COMPANY LIST

Awarded Contractor shall certify that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S. if the Contract is for more than $1,000,000 the Contractor further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S.

For Contracts of any amount, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or
on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

For Contracts $1,000,000 and greater, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the County shall either terminate the Contract after it has given the Contractor notice and an
opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

STATE OF FLORIDA

COUNTY OF Indian River

BEFORE ME, the undersigned authority, personally appeared
Timothy Rose, who, being by me first duly sworn, made the following statement:

1. The Business address of 1360 SW Old Dixie Highway Vero Beach, Fl. 32962 (name of contractor) is Timothy Rose Contracting Inc.

2. My relationship to Timothy Rose Contracting Inc (name of contractor) is President (relationship such as sole proprietor, partner, president, vice president).

3. I understand that "Boycott of Israel" has the same meaning as defined in §215.4725, Florida Statutes, and means refusing to deal, terminating business

activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. A statement by a company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered by the State Board of Administration to be evidence that a company is participating in a boycott of Israel. The term does not include restrictive trade practices or boycotts fostered or imposed by foreign countries against Israel.

4. I understand that "business operations" means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce.

5. Timothy Rose Contracting Inc (name of the contractor) is not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

6. Timothy Rose Contracting Inc (name of the contractor) is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, Florida Statutes.

7. Timothy Rose Contracting Inc (name of the contractor) is not engaged in business operations in Cuba or Syria.

Signature

Sworn to and subscribed before me in the state and county first mentioned above on the 22 day of December, 20 20.

(AFFIX SEAL or STAMP)

Notary Public
My commission expires:

Notary Public State of Florida
Michelle L Jurkiewicz
My Commission HH 011312
Expires 06/16/2024

DRUG-FREE WORKPLACE CERTIFICATION

The Contractor certifies that it will provide a drug-free workplace by:

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

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

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

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

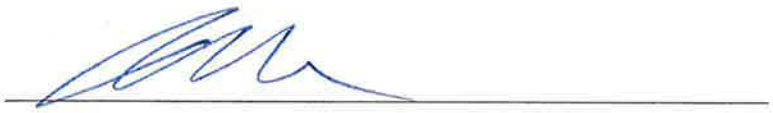
(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

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

As the person authorized to sign the statement, I certify that this firm complies with the above requirements.

Timothy Rose Contracting Inc
Business Name

B-5-21-20
John Rodes Boulevard Sidewalk
(Eau Gallie Blvd. to Aurora Road)
Bid Number and Name



Authorized Representative's Signature

Date 12/22/2020

Timothy Rose - President
Name and Title

LOBBYING CERTIFICATION FORM

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

DISCLOSURE OF LOBBYING ACTIVITIES

375-030-34
PROCUREMENT
02/16

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

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

4. Name and Address of Reporting Entity: ☒ Prime ☐ Subawardee Tier _____, *if known*: Timothy Rose Contracting Inc 1360 SW Old Dixie Highway Suit 106 Vero Beach, Fl. 32962 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: Timothy Rose Title: President Telephone No.: 772-564-7800 Date (mm/dd/yyyy): 12/22/2020
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 fullname, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

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

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

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

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

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

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

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

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

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

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 of employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

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

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

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

Name of Consultant:

By: Timothy Rose Date: 12/22/2020 Authorized Signature

Title: Presdient

BOARD POLICY - 28

POLICY

NUMBER:	**BCC-28**
CANCELS	**October 08, 2013**
APPROVED:	**December 19, 2017**
ORIGINATOR:	**Public Works/Facilities**
REVIEW:	**December 19, 2020**

TITLE: Pre-Qualification of Construction Bidders Prior To Award

I. OBJECTIVE

To delineate and define the process for pre-qualifying bidders on a project by project basis, or establish a process for prequalifying prospective bidders on a quarterly or annual basis for a group of specific projects, 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 apparent low bidders/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. The Vendor Affidavit Regarding Scrutinized Company List for services of $1 million or more will be verified.
6. List of subcontractors and suppliers and items of work to be performed by the Contractor's workforce.
7. 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.
8. 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 (horizontal construction projects)
   Public Works Department Director
   Traffic Operations Manager
   Construction Engineer

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. General Construction Projects (any Department relying on Facilities to oversee their projects including Parks and Recreation referendum projects, special districts, agencies or other County project not otherwise encompassed herein)
   Public Works Department Director (for Facilities CIP projects)
   Facilities Building & Operations Manager (for Non-Facilities CIP projects)
   Facilities Construction Manager
   User Agency Department Director

5. Landscaping Projects
   Public Works Department Director
   Parks and Recreation Department Director

Public Works Department - Landscaping Operations Manager

6. 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

Rita Pritchett, Chair
Board of County Commissioners
Brevard County, Florida

As approved by the Board: 12/19/17

SECTION 4
BID BOND

Know all men by these presents, that we, Timothy Rose Contracting,Inc. of 1360 Old Dixie Hwy SW, #106, Vero Beach, FL 32962, hereafter called the Principal, and Westfield Insurance Company, (Surety), a Corporation organized and existing under the laws of the State of Ohio, 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 Oblige, in the penal sum of five percent 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 Oblige on a contract for John Rodes Blvd. Sidewalk.

Now therefore, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a contract with the Oblige 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 Oblige of the stated penal sum hereof.

In witness whereof, we have hereunto set our signatures and seals this 22nd day of December, A.D., 20 20, all pursuant to due authorization.

Timothy Rose Contracting, Inc.
(SEAL)

Principal

By: _____

Westfield Insurance Company
Surety

By: _____
Attorney-In-Fact in accordance with the attached Power of Attorney
Cindy L. Mirisola, Attorney-in-Fact & FL Resident Agent

STATE OF FLORIDA
COUNTY OF Seminole

I, Michelle Benedict, a Notary Public in and for the State and County aforesaid, do hereby certify that Timothy Rose and Cindy L. Mirisola 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 22nd day of December, 20 20.

(Notary Public) _____

My commission Expires:

MICHELLE BENEDICT
MY COMMISSION EXPIRES FEBRUARY 9, 2024
#GG 921569
Bonded thru Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 07/27/18, FOR ANY PERSON OR PERSONS NAMED BELOW.

General Power of Attorney

CERTIFIED COPY

POWER NO. **0991002 01**

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.

Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint

GERALD K. SIHLE, BARBARA W. ALDINGER, DEIDRE R. PADGETT, CINDY L. MIRISOLA, ROBERT H. BOND, JOINTLY OR SEVERALLY

of **ALTAMONTE SPRINGS** and State of **FL** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship**- - - -

SECTION 5
CONTRACT

THIS CONTRACT, made and effective by and between Brevard County, Florida, a political subdivision of Florida, party of the first part (hereinafter sometimes called the "Owner"), and **Timothy Rose Contracting, 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, transportation to perform all of the work shown on the Drawings, Plans, and Specifications prepared by the Engineer of Record, Hanson Professional Services Inc., entitled as follows:

John Rodes Blvd. Sidewalk (Eau Gallie Blvd. to Aurora Road)

2. THE CONTRACT SUM

2.1 The Owner shall pay to the Contractor for the faithful and proper 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 Bid submitted to the Owner by the Contractor, a copy of said Bid being a part of these Contract Documents, the aggregate amount of this Contract is the sum of **Three Hundred Seventy Three Thousand, Six Hundred Five Dollars and Eighty-Eight Cents $373,605.88.**

3. COMMENCEMENT AND COMPLETION OF WORK

3.1 The Contractor shall commence work within ten calendar days after issuance of the Notice to Proceed by the Owner.

3.2 The Work, or portions thereof, shall be completed within the time set forth below. Liquidated Damages shall be imposed in the amount as set forth below for the following events:

Article	Description	Unit
Definitions	Substantial Completion	127 calendar days from Notice to Proceed
Section 5. Article 10. Liquidated Damages per LAP Division I Specification 8-10.2 (7/20)	Liquidated Damages for each calendar day after time specified for Substantial Completion	**$1,170.00** per calendar day
Definitions	Final Completion	30 calendar days from Substantial Completion

4. CONTRACTOR'S ACCEPTANCE OF CONDITIONS

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

The provisions of this Contract shall control any inconsistent provisions contained in the Specifications. All Drawings, Plans, 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, Plans, or Specifications shall be interpreted and construed by the Engineer of Record in writing, and such final determination 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 materials by the Owner, the Engineer of Record, or by any their agents or representatives for compliance with the terms of the Contract Documents 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.

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 Plans, 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 written 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.

4.4 The Contractor hereby agrees that normal local weather conditions have been considered in the establishment of the 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.

4.5 The Contractor hereby acknowledges that no funds received pursuant to this Contract may be expended for lobbying the Legislature, the judicial branch, or a state agency.

5. INDEMNIFICATION

5.1 To the extent provided by law, the Contractor shall indemnify, defend, and hold harmless the Owner and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of the Contractor, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by the Contractor hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes.

The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by the

Contractor to indemnify the Owner for the negligent acts or omissions of the Owner, its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by the Contractor to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement.

5.2 The Contractor shall indemnify and hold harmless the Owner and the Engineer of Record 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 by any negligent, willful, or intentional 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 of Record, 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 of Record. The Contractor acknowledges receipt of specific consideration for this provision. Pursuant to this provision, the Owner is not requesting indemnity in any way for its own negligence. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of sovereign immunity of the Owner.

6. INSURANCE

6.1 The Contractor shall be required to procure and maintain, at their own expense and without cost to the Owner, the following types of insurance. The policy limits required are to be considered minimum amounts:

- Workers' Compensation and Employers Liability Insurance: Workers Compensation insurance providing statutory benefits as required in the State of Florida. The Contractor shall require any subcontractor, unless such employees are covered by the protection afforded by the Contractor, to provide evidence of this coverage or proof of exemption to the Contractor. Additionally, if the contract requires working on or around a navigable waterway, the Contractor and all subcontractors shall provide evidence of United States Longshoremen's and Harbor Workers (USL&H) coverage and contingent coverage of Jones Act (Marine Employers Liability) in compliance with Federal statutes, or proof of exemption. The Contractor shall be responsible for compliance

with these requirements by each subcontractor, vendor or supplier. This coverage must include Employer's Liability with a minimum limit of $100,000 for each accident, $100,000 each employee, and $500,000 policy limit for Disease.

- Comprehensive General Liability Insurance: General Liability Insurance shall be provided and maintained with a combined single limit of $1,000,000 for each occurrence and $1,000,000 in the annual aggregate with the Owner, Engineer of Record and F.D.O.T. named as additional insureds as follows:

  Comprehensive General Liability Insurance, including Products and/or Completed Operations, Explosion Hazard, Collapse Hazard and Underground Property Damage Hazard, Contractual Liability under this Contract.

- Comprehensive Auto Liability Insurance: Auto Liability policy with a $1,000,000 combined single limit for each occurrence covering any auto with the Owner, Engineer of Record, and F.D.O.T. named as additional insureds.

6.2 Before commencing work, the Contractor shall file with the Owner certificates of such insurance, acceptable to the Owner. Insurance carriers providing coverage required herein must be licensed or authorized to conduct business in the State of Florida and must possess A.M. Best's Financial Strength Rating of A- Class VIII or better. These certificates shall contain a provision that the coverage afforded under the policies will not be canceled or materially changed until at least thirty days prior written notice has been given to the Owner.

7. CHANGE ORDER

7.1 A written change to the Contract approved by the Owner authorizing an addition, deletion or revision in the work, resulting in an adjustment in the Contract price and/or the Contract time issued after execution of the Contract.

7.2 Change of Contract Time and Claims for Delays

(a) The contract times (or Milestones) may only be changed by a written 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 the Engineer of Record promptly (but in no event later than thirty 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, including but not limited to, backup for additional

compensation requests for any delays and/or loss of efficiency, shall be delivered within sixty days after such occurrence (unless the Owner 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) and any related equitable adjustment to the Contract Sum will be valid if not submitted in strict accordance with the requirements of this paragraph. Otherwise, such claims will be deemed to have been waived.

(b) All time limits stated in the Contract Documents are of the essence of the Contract. In other words, time is of the essence as to all applicable provisions related to time.

(c) 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 thereof as provided in paragraph 7.2 (a). 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.

(d) No Damages for Delay: NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST THE OWNER BY REASON OF ANY DELAYS. The Contractor shall not be entitled to an increase in the Contract Sum or payment or compensation of any kind from the Owner for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration, or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God, acts or neglect by utility owners or other contractors performing other work; however, this provision shall not preclude recovery or damages by the Contractor for hindrances or delays due solely to fraud, bad faith, or active interference on the party of the County or its agents. Otherwise, the Contractor shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and

to the extent specifically provided above.

(e) Contract time shall not be extended for rain delays. The Owner does not include an allowance for delays caused by the effects of inclement weather in establishing Contract Time. The Owner will continually monitor the effects of weather and, when found justified, grant time extensions on either a bimonthly or monthly basis. The Owner will require the Contractor to submit a request for additional time due to the effects of weather. The Owner will grant time extensions, on a day for day basis, for delays caused by the effects of rains or other inclement weather conditions, related adverse soil conditions that prevent the Contractor from productively performing controlling items of work resulting in:

1. The Contractor being unable to work at least 50% of the normal work day on pre-determined controlling work items; or

2. The Contractor must make major repairs to work damaged by weather, provided that the damage is not attributable to the Contractor's failure to perform or neglect; and provided that the Contractor was unable to work at least 50% of the normal workday on pre-determined controlling work items. No additional compensation will be made for delays caused by the effects of inclement weather.

7.3 Extra Work

(a) The Contractor shall do all extra work that may be ordered in writing by 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 and the Engineer of Record, 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 by the Owner, and the claim was presented by the Contractor at the time of the next estimate or pay application is submitted by the Contractor after the work is completed. Otherwise, should the Contractor not timely submit its claim for extra work pursuant to the above requirement, the Contractor voluntarily acknowledges it has waived its rights to such claims for extra work.

(b) 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 Engineer of Record to be suitable compensation for the contemplated extra work. However, if the Contractor fails 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 and will be paid for in the following manner:

(1) 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 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.

(2) 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 thereof.

(3) For any special machinery or special equipment, including fuel and lubricants there for, required for the economic performance of extra work, the Owner 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.

(c) The compensation herein provided shall be received and accepted by the Contractor as payment in full for all extra work done.

(d) 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 and shall be signed by both the representatives referred to herein, one copy being submitted to the Engineer of Record, a second copy being submitted to the Owner, and the third copy being retained by the Contractor.

(e) Where extra work is performed by a subcontractor, the Contractor is limited to a total of fifteen percent of the subcontractor charges as overhead, profit, insurance, bonding, etc. 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.

(f) Changes made by the Owner will not be considered to waive any of the provisions of the contract, nor may the Contractor make any claim for loss of anticipated profits because of the changes, or by reason of any variation between the approximate quantities of work actually performed. All work shall be performed as directed by the Owner and in accordance with the Contract Documents.

8. SUSPENSION OF WORK

8.1 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.

9. DISPUTE RESOLUTION

9.1 Within three 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 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 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.

9.2 Within thirty 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 9.1, 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 days after the date of submittal, the mediator, applying the standards set forth in subparagraph 9.1, 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 9.1. Within thirty 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 9.1 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.

9.3 The deadlines for completing the dispute resolution process described in subparagraphs 9.1 and 9.2 may be extended by mutual agreement of the Owner and Contractor.

10. LIQUIDATED DAMAGES

10.1 It is mutually agreed that time is of the essence of this Contract and should the Contractor fail to complete the work, or portions thereof, 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 5, Article 3.2 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, or portions thereof, 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. Based on the amount of damages not being readily ascertainable, both parties agree that the applicable amount of damages, $1,170 per calendar day, set forth in LAP Division I Specification 8-10.2 (7/20) is not grossly disproportionate and is reasonably expected to follow

from a breach of this Contract.

LAP Division I Specification 8-10.2: Applicable liquidated damages are the amounts established in the following schedule:

Original Contract Amount	Daily Charge Per Calendar Day
$50,000 and under	$1,015
Over $50,000 but less than $250,000	$1,045
$250,000 but less than $500,000	$1,170
$500,000 but less than $2,500,000	$1,690
$2,500,000 but less than $5,000,000	$2,579
$5,000,000 but less than $10,000,000	$3,756
$10,000,000 but less than $15,000,000	$4,344
$15,000,000 but less than $20,000,000	$5,574
$20,000,000 and over	$10,203 plus 0.00005 of any amount over $20 million (Round to nearest whole dollar)

10.2 Substantial Completion, Final Completion, and any intermediate Milestones are stipulated as fair and reasonable. Such Liquidated Damages shall apply separately to each portion of the Work for which a time for completion is given. Contractor waives any and all challenges and legal defenses to the validity of any Liquidated Damages established in the Contract Documents, including that the Liquidated Damages are void as penalties or are not reasonably related to the actual damages sustained by the Owner as a result of Contractor's untimely performance.

10.3 For the purposes of this Article, the day of Final Completion of the work shall be considered a day of delay.

11. PARTIAL AND FINAL PAYMENTS

11.1 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 thirty days after Final Acceptance by the Owner.

12. NO WAIVER OF LEGAL RIGHTS

12.1 Observation by the Owner, Resident Construction Monitor, or by any duly authorized representatives, any measurement or report by the Owner, 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.

12.2 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.

12.3 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.

13. PUBLIC CONSTRUCTION BOND (PAYMENT AND PERFORMANCE)

13.1 Within ten days of execution of the Contract, by both parties, the Contractor shall provide to the Owner a copy of the Public Construction Bond (Payment and Performance) 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 bond. The Powers of Attorney must be recorded with the bond. Payment for the recording is incidental to the Contract.

14. ADDITIONAL BONDS

14.1 It is further mutually agreed between parties hereto that if, at any time

after the execution of this Agreement and the Public Construction 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 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.

15. CONTRACT DOCUMENTS

15.1 The Contract Documents, as stated in the Bid Instructions and attached hereto, are as fully a part of this Contract and FHWA Form1273 is physically a part of this Contract. An enumeration of the Drawings accompanying these Contract Documents follows:

Index of Roadway Plans

Sheet No.	Sheet Description
1	Key Sheet
2	Summary Sheet
3-6	Typical Section
7	Summary of Drainage Structures
8	Project Layout
9	Project Control
10	General Notes
11-18	Roadway Plans
19-21	Drainage Structures
22	Special Details
23-72	Cross Sections
73	Stormwater Pollution Prevention Plan
74	Temporary Traffic Control Plans

16. UNAUTHORIZED ALIEN WORKERS / E-VERIFY

16.1 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.

16.2 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 this 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.

17. SCRUTINZIED COMPANIES

17.1 For Contracts of any amount, if the Owner determines the Contractor submitted a false certification, Vendor Affidavit Regarding Scrutinized Company List, under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the Owner shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the Owner's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

For Contracts $1,000,000 and greater, if the Owner determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Owner shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the Owner's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

18. AUDIT RIGHTS

18.1 In performance of the Contract, the Contractor shall keep books, 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 County. The Contractor shall retain all documents, books and records for a period of five years after termination of this Contract, unless such records are exempt from section 24(a) if Article I of the State Constitution and Ch. 119, Florida Statutes. All records or documents created by or provided to the Contractor by the County in connection with this Contract are public records subject to Florida Public Records Law, Chapter 119, Florida Statutes. All records stored

electronically must be provided to the County in a format compatible with the information technology systems of the County.

The Contractor shall ensure that public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Contract and following termination of the Contract if the Contractor does not transfer the records to the public agency. In lieu of retaining all public records upon termination of this Contract, the Contractor may transfer, at no cost to the County, all public records in possession of the Contractor. If the Contractor transfers all public records to the County upon termination of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

19. INSPECTOR GENERAL

19.1 The Contractor agrees to comply with s.20.055(5) Florida Statutes and to include in all subcontracts the obligation to comply with s.20.055(5) Florida Statutes: "It is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section."

20. CONFLICT OF INTEREST

20.1 Neither the Contractor nor their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Owner or the locality during tenure or for two years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Owner, the Owner, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Owner or the locality relating to such contract, subcontract or arrangement. The Contractor shall insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Owner or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

21. PUBLIC RECORDS

21.1 Pursuant to Section 119.0701, a request to inspect or copy public records relating to this Contract must be made directly to the County. If the County

does not possess the requested records, the County shall immediately notify the Contractor of the request and the Contractor must provide the records to the County or allow the records to be inspected or copied within twenty-four hours (not including weekends and legal holidays) of the request so the County can comply with the requirements of Sections 119.07. The Contractor may also provide a cost estimate to produce the requested documents consistent with the policy set forth in Brevard County Administrative Order-47, incorporated herein by this reference. A copy of Administrative Order-47 is available upon request from the County's public records custodian designated below.

If the Contractor fails to provide the requested public records to the County within a reasonable time, the Contractor may face civil liability for the reasonable cost of enforcement incurred by the party requesting the records and may be subject to criminal penalties. Sections 119.0701, 119.110. The Contractor's failure to comply with public records requests is considered a material breach of this Contract and grounds for termination.

Should the County face any legal action to enforce inspection or production of the records within the Contractor's possession and control, The Contractor agrees to indemnify the County for all damages and expenses, including attorney's fees and costs. The Contractor shall hire and compensate attorney(s) to represent the Contractor and County in defending such action. The Contractor shall pay all costs to defend such action and any costs and attorneys fess awarded pursuant to Section 119.12.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS ROBERT HENDRICKS AT 321-617-7202 ROBERT.HENDRICKS@BREVARDFL.GOV 2725 JUDGE FRAN JAMIESON WAY, SUITE A-201 VIERA, FL 32940

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 calendar days after receipt of such notice, the Owner shall, upon written report 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. ASSIGNMENT OF CONTRACT

23.1 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.

23.2 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.

24. TERMINATION

24.1 In the event Owner does not choose the notice and possible cure option

described in Article 9 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.

24.2 After receipt of a Notice of Termination, and except as otherwise directed by the Owner, 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 Owner, 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 Owner, the fabricated or un-fabricated 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.

24.3 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. 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 shall determine, on the basis of information available to the Owner, the amount, if any, due to the Contractor by reason of the termination and shall thereupon advise the Owner the amount so determined.

24.4 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.

24.5 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 shall determine, on the basis of information available to the Owner, 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 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 of the remainder to such amount, but the aggregate of such sums shall not exceed six percent 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.

24.6 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, of property which is destroyed, lost, stolen, or damaged so as to become undeliverable to the Owner.

24.7 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.

25. ATTORNEY'S FEES

25.1 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.

26. VENUE

26.1 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.

27. WAIVER OF JURY TRIAL

27.1 The parties acknowledge that by entering into this Contract, 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 Contract on the day and date written below in three counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed an original Contract.

ATTEST

Rachel Sadoff, Clerk

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

6/7/17

Rita Pritchett, Chair
As approved by the Board on: 3/6/2018

Reviewed for legal form and content for Brevard County:

5/10/21

Assistant County Attorney

Witnessed in the presence of:**

Timothy Rose Contracting, Inc.

Party of the Second Part

(Seal)

(Add Name/Title) Zachary T. Rose, Vice President

(*) 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.

CERTIFICATE

(Sample)

STATE OF FLORIDA

ss

COUNTY OF Indian River

I hereby certify that at a meeting of the Board of Directors of Timothy Rose Contracting, Inc. a corporation under the laws of the State of Florida, held on November 5th, 2020, the following resolution was duly passed and adopted:

"Resolved, that Zachary T. Rose, as Vice President of the corporation, is hereby authorized to execute the Contract dated April 9th, 2021, between Brevard County, Florida, and this corporation, and that the execution thereof, attested by the Secretary of the corporation and with corporate seal affixed, shall be the official act and deed of this corporation."

I further certify that said resolution is now in full force and effect.

In witness whereof, I have hereunto set my hand and affixed the official seal of the corporation this 11th day of June, 2021.

(Name/Title) Ronald Rose, Secretary

CORPORATE RESOLUTION
OF
TIMOTHY ROSE CONTRACTING, INC.

We, the undersigned, being all the Directors of Timothy Rose Contracting, Inc., in the form prescribed by the Florida Financial Services Commission and Chapter 517 of the Florida Statutes, organized and existing under the laws of Florida, and having its principal place of business at 1360 Old Dixie Hwy SW Suite 106, Vero Beach, Florida 32962 (the "Corporation"), hereby certify that the following is a true and correct copy of a resolution duly adopted at a meeting of the Directors of the Corporation duly held and convened on November 05, 2020, at which a quorum of the Board of Directors was present and voting throughout, and that such resolution has not been modified, rescinded or revoked, and is at present in full force and effect:

Therefore, it is resolved:

Timothy Rose as President of said Corporation, and Ronald Rose, Secretary of said Corporation, a Florida Corporation hereby electing Zachary T. Rose, Vice President of Timothy Rose Contracting, Inc. are hereby authorized and directed, with full force and complete authority to perform any necessary act on behalf of the corporation.

By affirmative votes noted as signatures below, a majority vote of the Members of Timothy Rose Contracting, Inc. with authority to bind the Company approves the form and content of this resolution, to be effective immediately.

DIRECTORS

Timothy Rose
President

11/05/2020
Date

[CORPORATE SEAL]

CERTIFICATE OF SECRETARY

The Secretary of the Corporation hereby certifies that he/she is the duly elected and qualified Secretary of Timothy Rose Contracting, Inc. and certifies that the above is a true and correct record of the resolution that was duly adopted by the Directors of the Corporation on November 05, 2020.

Ronald Rose
Secretary

STATE OF FLORIDA

COUNTY OF INDIAN RIVER

On this 5th day of November, 2020, before me, the undersigned Notary Public personally appeared Timothy Rose known personally to me to be the President of Timothy Rose Contracting, Inc., a Florida Corporation, and Ronald Rose, known personally to me to be the Secretary of said corporation, and that they, being authorized so to do, executed the foregoing instrument for the sole purpose contained therein, by signing the name of the Corporation by themselves as President and Secretary respectively.

IN WITNESS WHEREOF, I have hereunto set my hand and offical seal.

Commission expires HH 011312.

NOTARY PUBLIC Michelle Jurkiewicz

Notary Public State of Florida
Michelle L Jurkiewicz
My Commission HH 011312
Expires 06/16/2024

FHWA FORM 1273

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

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

ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

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

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

II. NONDISCRIMINATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Training and Promotion:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

1. Minimum wages

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

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

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

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

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

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

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

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

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

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

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

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

2. Withholding

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

3. Payrolls and basic records

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

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

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

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

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

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

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

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

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

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

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

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

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

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

b. Trainees (programs of the USDOL).

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

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

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

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

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

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

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

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

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

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

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

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

10. Certification of eligibility.

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

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

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

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

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

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

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

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

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

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

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

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Instructions for Certification – First Tier Participants:

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

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

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

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

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

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

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

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

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

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

* * * * *

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

* * * * *

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

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

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

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 6
PUBLIC CONSTRUCTION BOND
(Payment and Performance)

By this bond, we Timothy Rose Contracting, Inc., having its principal place of business at 825 8TH STREET, VERO BEACH, FL 32962, (772)564-7800, herein called Principal, and _____, having its principal place of business at _____, (___)___-___,a corporation as Surety, are bound to Brevard County, Florida, 2725 Judge Fran Jamieson Way, Viera, Florida, 32940, (321) 633-2000, herein called Owner, in the sum of Three Hundred Seventy Three Thousand, Six Hundred Five Dollars and Eighty-Eight Cents ($373,605.88) 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 the contract number 5231 dated April 9, 2021 between Principal and Owner for construction of the John Rodes Blvd. Sidewalk which consists of the construction of new sidewalk along the west side of John Rodes Blvd. from Eau Gallie Blvd. to Aurora Road, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and

2 Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and

3. Pays 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

4. 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 action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2) and (10), Florida Statutes.

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

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 Board of County Commissioners 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: _____

SECTION 7
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. After the award to the Contractor, no deviation will be allowed from the Engineer of Record'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. 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. The provision on the order of priority of interpretation of the Contract Documents contained in the Special Conditions shall control with any ambiguity or inconsistency.

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 and Engineer of Record 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 and/or Engineer of Record shall be entitled to make such corrections therein and interpretations thereof as the Owner and/or Engineer of Record 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 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 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 refer 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, such 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 bid (or to such other office as the Contractor may from time to time designate to the Owner 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 printed copies and a PDF 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. The Contractor shall indicate review of these drawings by appropriate stamp denoting the Contractor's approval. Shop drawings submitted to the Owner without this stamp will be returned without action. After the Contractor's review, the Contractor shall submit shop drawings to the Owner 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 drawings, specification reference, and location at which materials or equipment are to be installed in the work.

5.3 Shop drawings shall be submitted with 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 Engineer of Record shall review shop drawings for general design and arrangement with reasonable promptness (a maximum of 14 days – 2 days for processing to Engineer of Record – 10 days for review by Engineer of Record – 2 days for processing to Contractor), making desired corrections. The Engineer of Record'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 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 Engineer of Record and file with the Owner the corrected shop drawings.

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 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 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 who are considered by the Owner 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 for, and obtain the Owner'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 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 of Record shall specify an equal which will be satisfactory to the Engineer of Record, 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 of Record in evaluating the proposed substitute. The Owner may require the Contractor to furnish at the Contractor's expense additional data about the proposed substitute.

8.10 The Engineer of Record and/or Owner will be allowed a reasonable time within which to evaluate each proposed substitute. The Engineer of Record 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 and the Engineer of Record'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 and Engineer

of Record on all such questions of equality shall be final and binding upon the Contractor and (3) in event of any adverse decision made by Owner and/or Engineer of Record, no claim of any sort by the Contractor shall be made or allowed against the Engineer of Record 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 of Record will record time required by the Engineer of Record and any Engineer of Record's consultants in evaluating substitutions proposed by the Contractor and in making modifications in the Contract Documents occasioned thereby. Whether or not the Engineer of Record accepts a proposed substitute, the Contractor shall reimburse the Owner for the charges of the Engineer of Record and any Engineer of Record'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 ensure 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; 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 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 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 by the Contractor and present when work is being performed, irrespective of any work being done by any subcontractor hired by the Contractor.

11.2 The Contractor shall designate the superintendent on the job to the Owner 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 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 at the sole discretion of the Owner and/or Engineer of Record.

11.3 The Contractor shall assign personnel who have successfully completed training programs and are certified as a Competent Person, Confined Space Entry Supervisor and a Temporary Traffic Control (T.T.C.) Advanced Certification for the Worksite Traffic Supervisor, 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 by the Owner. 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 In any and all claims against the Owner or the Engineer of Record 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 Workers' Compensation

Acts, Disability Benefit Acts or other employee benefit acts.

11.6 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.

11.7 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 As soon as practicable after contract execution, the Owner shall arrange a conference with the Contractor. The Owner shall notify:

- Contractor
- Subcontractors
- Contractor and subcontractor EEO personnel
- Resident Compliance Specialist
- FDOT District LAP Administrator or designee
- FDOT Resident Compliance Specialist (District oversight)
- FDOT District Materials Office
- FDOT District Operations Center
- United States DOT Office of Inspector General* representatives
- United States Department of Labor (USDOL)* representatives
- Emergency Services Providers
- Transit Providers
- Utilities Providers, and
- Other interested and involved parties

The purpose of the conference is to discuss the project plans and specifications, any unusual conditions, federal or state requirements, EEO requirements, environmental commitments, and any other items that will result in a better understanding among the involved Parties. In addition, the Contractor will discuss the schedule of operation, type and adequacy of equipment, sources of labor and labor requirements, maintenance of traffic, and precautions for the safety of employees and the public.

12.2 Seven 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) List of subcontractors to include type and value of work
(e) Quality Control Plan
(f) Preliminary Stormwater Pollution Prevention Plan (S.W.P.P.P.)

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.

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 F.D.O.T. Standard Plans) 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 The Owner 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 (N.P.D.E.S.) 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 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, 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, 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.

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. OBSERVATION OF THE WORK

16.1 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.

16.2 After written authorization to proceed with the work, the Owner and the Engineer of Record and their employees, consultants, and representatives 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.

(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.

16.3 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 perform its duties under the Contract Documents, or 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. RESIDENT CONSTRUCTION MONITOR

17.1 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.

17.2 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 Owner or the Engineer of Record, or to delay the Contractor by failure to observe the materials and work with reasonable promptness.

17.3 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.

17.4 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.

18. DEFECTIVE WORK

18.1 If at any time, any defects shall be found prior to final acceptance of the work or materials, the Owner shall provide written notice to the Contractor giving the Contractor a cure period. Although the defects may have been overlooked by the Owner or may have been the result of damage from any cause, the Contractor shall promptly correct such defects, remove and dispose of all defective or unsatisfactory work or materials,

18.2 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 shall under these conditions 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.

18.3 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.

18.4 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. Nothing in this Section removes in any way the Contractor's control over its means and methods.

19. ALTERATIONS OR MODIFICATIONS IN DRAWINGS AND SPECIFICATIONS

19.1 The right is reserved for the Owner 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 of Record may consider necessary or desirable to complete the proposed work to the Engineer of Record'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 bid, 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 will be correspondingly modified, if the Contractor so requests, before commencing the work attributable to such alterations or modifications.

20. SUBCONTRACTORS

20.1 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 percent of work.

20.2 The Contractor shall not award any work to any subcontractor without prior written approval of the Owner. The Contractor shall be required to submit a sublet list which includes the subcontractor name, tier, type and

value of the sublet work. The Contractor shall utilize the F.D.O.T. Form No. 700-010-36, Certification of Sublet Work and a schedule showing the appropriate pay items to be sublet. Any changes to the sublet work shall require the Contractor to submit a revised sublet list 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 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.

20.3 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.

21. SEPARATE CONTRACTS

21.1 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.

21.2 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 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.

21.3 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 any discrepancy between the executed work and the Drawings.

22. DISTRIBUTION OF WORK

22.1 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 an arbitrator to establish subcontract limits between Contractor and Subcontractor.

22.2 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.

23. SCOPE OF PAYMENT AND PAY QUANTITY

23.1 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.

23.2 The prices stated in the bid 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.

23.3 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 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.

24. BASIS OF PAYMENT

24.1 The basis of payment shall be the Contract Unit Prices and/or Contract Lump Sum Price named in the Bid.

25. PARTIAL AND FINAL PAYMENTS

25.1 For the purpose of preparing a monthly estimate for partial payment, the Owner 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 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, as directed. Such submittal constitutes request for payment by Contractor. The five percent 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-five percent, 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 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.

25.2 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 and Engineer of Record shall promptly examine the work, the job area (which includes haul roads for damages from heavy loads), and making such tests as the Owner and Engineer of Record 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 of Record shall then inform the Owner in writing that the Engineer of Record 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 of Record recommends acceptance and final payment to the Contractor. However, it is agreed by the Owner and the Contractor that such statement by the Engineer of Record 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 of Record or the Owner liable for any faulty work done or materials used by the Contractor.

25.3 The Owner 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 Engineer of Record will report such estimate to the Owner together with the Engineer of Record's recommendation as to the acceptance of the work or the Engineer of Record's findings as to any deficiencies therein. Such recommendation as to the acceptance of the work by the Engineer of Record will be made to the Engineer of Record'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 days after approval of the 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.

25.4 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.

25.5 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.

25.6 If during the final inspection, the Owner 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'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.

25.7 The Owner may make final payment retainage releases when all of the

contract work has been completed, the As-Built Survey Drawings 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.

25.8 The Owner may issue joint checks to the Contractor and the Subcontractors when deemed appropriate by the Owner.

26. MEASUREMENT AND PAYMENT

26.1 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 Bid.

26.2 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.

27. AFFIDAVIT AND RELEASE OF LIEN

27.1 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.

27.2 These documents will be furnished to the Owner on those forms which appear on the following pages.

CERTIFICATION OF CONTRACTOR

According to the best of my knowledge and belief, I certify that all items and amounts shown on Application for Payment No. _____ are correct, that all work has been performed and/or materials supplied in full accordance with the terms and conditions of this Contract, dated _____, 20___, between Brevard County, Florida (Owner) and _____(Contractor)

I further certify that all just and lawful bills against the undersigned and the undersigned's subcontractors and suppliers for labor, material and equipment employed in the performance of this Contract have been paid in full accordance with their terms and conditions; that all taxes imposed by Chapter 212, Florida Statutes (Sales and Use Tax Act), as amended, have been paid and discharged; and that there are no Vendor's, Mechanic's or other Liens or rights to liens or conditional sales contracts which should be satisfied or discharged before such payment is made.

Date: _____ Contractor: _____

STATE OF _____
ss
COUNTY OF _____

Personally appeared before me this _____ day of _____, ____,

_____ known (or made known) to me to be the

_____
(Owner) (Partner) (Corporate Officer - Give Title)

of _____ Contractor(s), who subscribed and swore to the above instrument in my presence.

_____
Notary Public - type name

My commission number is:
My commission expires:

_____, 20___

The Contractor shall execute this Certificate and attach it to each Application for payment.

APPLICATION FOR PAYMENT

Brevard County Public Works Department
John Rodes Blvd. Sidewalk

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, as-builts, 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 John Rodes Blvd. Sidewalk.

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 PUBLIC CONSTRUCTION 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 Public Construction Bond (payment) for labor, services or materials furnished through (date) _____ on the project of Brevard County as described as: John Rodes Blvd. Sidewalk.

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

_____

Notary Public Name (typed or printed)

My Commission Expires:

WAIVER OF RIGHTS AGAINST PUBLIC CONSTRUCTION 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 as: John Rodes Blvd. Sidewalk 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

_____

Notary Public Name (typed or printed)

My Commission Expires:

28. MATERIALS STORED

28.1 No partial payment will be made for materials, supplies, or equipment stored.

29. CLEANUP

29.1 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.

29.2 In the event of delay exceeding two days after written notice is given to the Contractor by the Owner 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.

30. RECOVERY RIGHTS SUBSEQUENT TO FINAL PAYMENT

30.1 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.

31. GENERAL GUARANTEE

31.1 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 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.

SECTION 8
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 (F.D.O.T.) *Standard Specifications for Road and Bridge Construction*, dated July 2020, and the F.D.O.T. Standard Plans, Fiscal Year 2020-2021, 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 any required clarification in writing well in advance of actually needing the response (at least seven working days).

2.2 In the event of any conflicts or discrepancy between the Contract Documents, the governing order by priority of the documents shall be interpreted as follows:

a) Change Orders
b) Addenda (with those of later date having precedence over those of earlier date)
c) Contract
d) Special Conditions
e) Drawings
   - Roadway Plans
f) F.D.O.T. Standard Plans (Fiscal Year 2020-2021)
g) Supplemental Specifications
h) Brevard County Traffic Engineering Supplemental Specifications for Signalization and Highway Lighting
i) F.D.O.T. Standard Specifications July 2020
j) General Conditions
k) Bid Instructions

The Contractor voluntarily acknowledges to understand and follow the above order of priority for any and all conflicts or discrepancies in the Contract Documents.

3. REPRESENTATIVE FOR CONTRACT ADMINISTRATION

3.1 Notice is hereby served that Hanson Professional Services Inc. is the Engineer of Record 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. G.P.S. 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 as the work progresses, and copies shall be furnished to the 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 completion 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 Bid.

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 that 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 ten feet 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 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 inches 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 Invitation to Bid. 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 Contract 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 Engineer of Record 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 of Record 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. Any purported utility conflicts shall be included in these notification requirements.

(b) Required written notification shall be provided no later than twenty-four hours after discovery of aforementioned differing site conditions.

(c) Upon written notification, the Owner 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 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 is calculated on a Calendar Day basis. A Calendar Day is any day, including Saturdays, Sundays and holidays, and regardless of the weather conditions.

12.2 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 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 at least seventy-two 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 Engineer of Record and/or Owner's independent testing laboratory shall be calculated in accordance with the terms of their respective contracts with the Owner.

Each accumulated ten-hour segment of overtime work will deduct one calendar day from contract period.

12.3 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 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.

12.4 Night work must be approved by the Owner. A written request must be submitted to the Owner seventy-two 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 6:00 pm to 7:00 am or during the normal daylight work period as specified in the contract documents. At the request of the Owner, 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.

12.5 No work shall be performed on legal holidays of the Owner, which for the work shall be defined as follows:

Holiday	**Calendar Date**
New Year's Day	January 1
Martin Luther King Jr. Day	Third Monday in January
Memorial Day	Last Monday in May
Independence Day	July 4

Labor Day	1st 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

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.

12.6 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-hour work day, and any additional cost for testing. This cost will be deducted from the final Pay Estimate.

12.7 All Maintenance of Traffic plans shall be followed in the phases they are issued in accordance with the Engineer of Record unless approved in writing by Owner and Engineer for any alternate submission by the Contractor.

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. Shrinkage calculations shall be submitted to the Owner for approval prior to commencement of earthwork.

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 the Owner.

15. SIGNS, MAILBOXES, ETC.

15.1 Two 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 in writing promptly and accordingly. 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, and Gas Lines: Where any existing utility installation is in conflict with the installation of any 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 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 (I.T.S.): Where any existing I.T.S. installation is in conflict with the installation of drainage structures, roadway, swales or other utilities, the Contractor is to arrange, with the concerned I.T.S. owner(s), for the preservation, relocation or adjustment of their facilities. Such notice shall be provided to the I.T.S. owner at least thirty days prior to the date that work in the conflict area will commence. The Contractor shall closely coordinate all construction exposing the I.T.S. facilities in conflict. The cost to preserve the existing I.T.S. 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 right of 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 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. Such duty of coordination by the Contractor shall require the utmost due diligence and communications, including meetings, with the 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 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 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 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 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) St. Johns River Water Management District (S.J.R.W.M.D.) Consumptive Use Permit
(b) State of Florida Department of Environmental Protection Generic Permit for Stormwater Discharge from Large and Small Construction Activities (National Polllutant Discharge Elimination System (N.P.D.E.S.) Notice of Intent (N.O.I.).
(c) Any permit for explosives, if applicable.

21.2 The Owner has obtained the following permits:

(a) St. Johns River Water Management District Environmental Resource Permit Exemption

21.3 The Contractor shall follow all conditions of these permits relating to the

construction of the project.

21.4 Unintentional Interactions with Protected Species: If the Contractor encounters any protected species during construction, they are to follow Local Agency Program (LAP) Division I Specification 7-1.4, July 2020 in Section 12 of the Contract Documents.

22. ROADWAY CONNECTIONS

22.1 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 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.

23. CLEAN DEBRIS DISPOSAL

23.1 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.

24. DISPOSITION OF DEBRIS

24.1 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.

24.2 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.

25. SEQUENCE OF OPERATIONS

25.1 The Owner shall have the option at the Preconstruction Conference of requiring the following sequence of activity:

(a) Clearing and Grubbing –During the first fifteen 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 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 8.

(c) The Contractor may request, in writing, that the Owner 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 Contactor 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.

25.2 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.

25.3 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. A 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.

25.4 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. AS-BUILT SURVEY DRAWINGS

26.1 During the entire construction operation, the Contractor shall maintain records on-site 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 Drawings 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, at PVIs and all other spot elevations shown on the drawings. Along with the as-built data, the as-built survey shall also include the design PVI elevations to allow for a direct comparison.

(3) Location of remaining and replaced survey monumentation, including property corners, benchmarks, and other control points.

(4) Signage and pavement markings, including the color and width all pavement markings. The survey shall show the distance between the nearest stop bar and any crosswalk.

(h) Stations and offsets, all structures (including power poles, etc.)

(i) Traffic Signals: signal poles, signal heads, controller cabinets and other permanent traffic control equipment.

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. Three 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.

26.2 No separate pay item is provided for As-Built Survey Drawings. The cost of which is incidental to the Contract.

27. SAMPLING AND TESTING

27.1 The Contractor shall provide for all required Quality Control (Q.C.) sampling and testing, as identified in Section 9 of the Contract Documents, for acceptance of work. Testing results are not required to be uploaded into F.D.O.T.'s MAC system. Payment for sampling and testing shall be considered incidental to the cost of the pay item being accepted.

27.2 The Owner shall provide for all required Verification Testing as identified in the F.D.O.T. Standard Specifications for verification of work.

27.3 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 Engineer of Record 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 Q.C. and Owner's testing labs and Construction Engineering Inspector, 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.

28. TRENCH SAFETY

28.1 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.

29. DEWATERING

29.1 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.

29.2 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 July 2020 F.D.O.T. 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.

29.3 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 (F.D.E.P.) 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 F.D.E.P. 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 F.D.E.P. upon request.

29.4 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.

29.5 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 years prior to bid date.

29.6 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.

29.7 It shall be the contractor's responsibility to coordinate with the regulatory agencies to determine which permits are applicable or required.

29.8 The contractor shall provide documentation of coverage under F.D.E.P., S.J.R.W.M.D. and State of Florida Environmental Health Services permits as required for dewatering activities to the County's project manager ten days prior to the start date of the planned dewatering activities

29.9 System Design: The Contractor shall be responsible for the design of the dewatering system.

29.10 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.

29.11 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.

29.12 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.

29.13 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.

29.14 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.

29.15 The Contractor is responsible for obtaining test borings and conducting other exploratory operations necessary for dewatering.

30. EXISTING CONDITIONS - VIDEO RECORDING

30.1 Contractor shall provide the Owner with one copy 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

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.

30.2 This video record shall be presented to the Owner within five 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.

31. LIMITS OF CONSTRUCTION

31.1 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.

32. CONTRACTOR'S SUPERVISION

32.1 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 during execution of the Contract. The Contractor's responsible person for supervision for emergencies shall speak and understand English.

33. CONTRACTOR'S RESPONSIBILITIES

33.1 The Owner, Engineer of Record 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.

34. CONTRACTOR'S DAILY CONSTRUCTION REPORTS

34.1 The Contractor is required to prepare a daily report of their account of the work performed. The daily report should at a minimum contain an accurate account of the number of employees and equipment on site and a detailed description of the work performed. The Contractor shall provide copies of all daily reports to the Owner on a weekly basis as a submittal. Upon review of the daily reports by the Owner for accuracy, the Owner will notify the Contractor of any discrepancies in writing.

Should the Contractor not submit daily reports as required above, such failure may be deemed a material breach to the Contract.

No separate cost item is provided for Contractor's Daily Construction Reports; the cost of which shall be incidental to the Contract.

35. RESIDENT CONSTRUCTION MONITOR

35.1 Owner shall provide a full-time qualified, Resident Construction Monitor, as Owner'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 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 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 assistant(s), shall in no way lessen the responsibility of the Contractor to perform work or provide materials which conform to the Contract Documents.

36. SAFETY AND HEALTH STANDARDS

36.1 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)

36.2 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.

37. PROTECTION OF PRIVATE PROPERTY

37.1 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.

38. MAINTENANCE OF DRAINAGE

38.1 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.

39. STAGING AREA

39.1 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 Contractor's proposed staging/storage area shall comply with the Endangered Species Act, Section 4F and Section 106 of the Code of Federal Regulations as outlined in Section 11, 7-1.4 and 7-1.8 of the Contract Documents.

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.

40. PROJECT SIGNS

40.1 Two 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 inches tall and extend across the width of the sign. No lettering on the sign shall be less than 2.5 inches tall.

The sign shall contain the following:

(a) Project name and contract amount

(b) Owner, Engineer of Record, 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 is incidental to the contract.

41. ADJUSTMENTS TO INLETS, MANHOLE TOPS, AND OTHER STRUCTURES

41.1 It will be the Contractor's responsibility to ensure 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 F.D.O.T. Standard Specification.

41.2 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 ensure that compliance with all tolerances is attained.

41.3 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 form.

42. ADJUSTMENTS OF UTILITY CASTINGS, COVERS AND BOXES

42.1 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.

42.2 The Contractor shall coordinate the utilities to ensure proper construction sequencing. Contractor shall make available survey reference markers to the various utility companies.

43. PAYMENT FOR UTILITIES

43.1 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.

43.2 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.

44. SALVAGE

44.1 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.

45. PRIME CONTRACTOR'S WORK

45.1 The Prime Contractor shall perform, at a minimum, forty 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.

46. CONSTRUCTION SCHEDULE

46.1 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 sequence of operation requirements in the contract.

Show completion of the work within the contract time.

Allow fourteen calendar days after receipt by the Owner for concurrence of the schedule.

46.2 Preliminary Construction Schedule: Submit one printed copy and one PDF of the preliminary construction schedule at least seven calendar days before the Preconstruction Conference to the Owner.

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 concurred by the Owner prior to the issuance of the Notice to Proceed.

46.3 Bar Chart Method (B.C.M.): Use the B.C.M. described below to develop the construction schedule for the total contract work. The construction schedule shall be developed using the B.C.M. utilizing Microsoft Project Software or equal.

The B.C.M. 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 additional plots parallel to the original time span plot. Use one space for revision of the planned time span, and one 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.

46.4 Schedule Updates:

Submit one copy and one electronic copy (PDF) of an updated construction schedule, including updated written narrative, with each month's Application for Payment and 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 B.C.M. 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.

46.5 Contractor's Responsibility.

Contractor shall:

(a) Determine the sequence of activities for the orderly progression of the Work. Ensure no conflicts with any scheduled activities and sequence of operation requirements in the Contract.

(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).

46.6 Work Plan:

The Contractor shall submit to the Owner a bi-weekly work plan identifying work items expected to be underway during the upcoming bi-weekly period. The work plan shall also indicate recently completed work items. These work items shall be discussed during scheduled construction progress meetings. The Contractor shall always control means and methods, but allow the Owner to provide input at bi-weekly meetings to activities to facilitate communications as to schedules, including maintenance of traffic.

46.7 No separate cost item is provided for construction schedules; the cost of which shall be incidental to the cost of the Contract.

[10/12/2020]

PREPARED BY: TT/DM/CS





Daryl R Myers Digitally signed by Daryl R Myers Date: 2020.11.12 15:00:41 -05'00'

SPECIFICATIONS PACKAGE

FINANCIAL PROJECT ID(S): 441449-1-58-01
FEDERAL FUNDS
DISTRICT FIVE
BREVARD COUNTY PUBLIC WORKS DEPARTMENT

The July 2020 edition of the Construction Details and Materials divisions (Division II & III) of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction are revised, as follows:

I hereby certify that this specifications package has been properly prepared by me, or under my responsible charge, in accordance with procedures adopted by the Florida Department of Transportation.

This item has been digitally signed and sealed by Daryl Myers on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Date:	10/12/2020
State of Florida, Professional Engineer, License No.:	61786
Firm Name:	Hanson Professional Services Inc.
Firm Address:	8075 Gate Parkway W. Ste 204
City, State, Zip Code:	Jacksonville, FL 32216
Certificate of Authorization Number:	7961
Page(s):	9-1 – 9-10

SECTION 9
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 (F.D.O.T.) Standard Specifications for *Road and Bridge Construction*, July 2020, except as amended and/or supplemented hereinafter. Reference to Section numbers hereinafter apply to the F.D.O.T. Standard Specifications sections. References within the F.D.O.T. Standard Specifications to Department or District shall be understood to mean the Owner or its appointed representative.

2. 101 MOBILIZATION

Section 101 Mobilization is hereby replaced by the following:

Perform preparatory work and operations in mobilizing for beginning work on the project, including, but not limited to, those operations necessary for the movement of personnel, equipment, supplies, and incidentals to the project site and for the establishment of temporary offices, buildings, safety equipment and first aid supplies, and sanitary and other facilities.

2.1 The work and incidental costs specified as being covered under Section 101 will be paid for at the contract lump sum price under the item of mobilization as follows:

Payment shall be made under:

Item 101-1- Mobilization - Per Lump Sum

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.

3. 102 MAINTENANCE OF TRAFFIC

All requirements of Section 102 Maintenance of Traffic shall be met except as modified below.

3.1 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), in accordance with the requirements outlined in 102-4 Alternate Traffic Control Plans.

3.2 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.

3.3 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.

3.4 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 three 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.

3.5 If drop-offs within the clear zone are greater than six inches 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 the F.D.O.T. Index 102 Series.

3.6 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 F.D.O.T. Specification 102, F.D.O.T. Standard Plans Index 102 Series and M.U.T.C.D. 2009 Specifications w/ 2012 Revisions. This shall include, but not be limited to, low profile barrier channelizing devices, crash cushions, portable changeable messages, temporary signalization and maintenance, temporary rumble strips, commercial material for driveway movement, preparation and implementation of the Temporary Traffic Control Plan, 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:

Item 102-1- Maintenance of Traffic - Per Lump Sum
Item 102-60 – Work Zone Sign – Per Each Day
Item 102-74-1 – Channelizing Device – Per Each Day

4. 104 PREVENTION, CONTROL AND ABATEMENT OF EROSION AND WATER POLLUTION

All requirements of Section 104 Prevention, Control and Abatement of Erosion and Water Pollution shall be met except as modified below.

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, F.D.O.T. 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 (N.P.D.E.S.) Construction Permit is required by the U.S. Environmental Protection Agency (E.P.A.) pursuant to 40 CFR Part 122.26. In Florida, the E.P.A. has delegated processing and approval of this permit to the Florida Department of Environmental Protection (F.D.E.P.). The N.P.D.E.S. Construction Permit requires preparation of a Stormwater Pollution Prevention Plan (S.W.P.P.P.). The S.W.P.P.P. 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 S.W.P.P.P. 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 S.W.P.P.P. prior to submittal to F.D.E.P. The Contractor shall obtain the N.P.D.E.S. 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 E.P.A.

4.5 Preconstruction Conference: Seven days prior to the Preconstruction Conference, the Contractor shall present preliminary S.W.P.P.P. as, 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 S.W.P.P.P. 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 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.

4.9 No additional compensation will be paid for temporary erosion control for features constructed or installed and maintained by contractor to comply with erosion control requirements.

Payment shall be made under:

Item 104-10-3 – Sediment Barrier – Per Linear Foot
Item 104-11 – Floating Turbidity Barrier – Per Linear Foot
Item 104-18 – Inlet Protection System – Per Each

5. 105 CONTRACTOR QUALITY CONTROL GENERAL REQUIREMENTS

All requirements of Section 105 Contractor Quality Control General Requirements shall be met except as modified below.

5.1 Delete Section 105-1.1.2 Databases.
Test results are not to be included in F.D.O.T.'s MAC system.

6. 110 CLEARING & GRUBBING

All requirements of Section 110 Clearing & Grubbing shall be met except as modified below.

6.1 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.

6.2 The work specifically covered under this Article consists of the removal and disposal of structures, pipes, flexible or concrete pavement, concrete sidewalk, 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.

Payment shall be made under:

Item 110-1-1 — Clearing and Grubbing – Per Lump Sum
Item 110-4-10 — Removal of Existing Concrete – Per Square Yard
Item 110-7-1 – Mailbox, Furnish & Install, Single – Per Each

7. 120 EXCAVATION AND EMBANKMENT

All requirements of Section 120 Excavation and Embankment shall be met except as modified below.

Payment shall be made under:

Item 120-1 – Regular Excavation – Per Cubic Yard
Item 120-6 – Embankment – Per Cubic Yard

8. 425 INLETS, MANHOLES, AND JUNCTION BOXES

All requirements of Section 425 Inlets, Manholes, and Junction Boxes shall be met except as modified below.

Payment shall be made under:

Item 425-1-521 – Inlet, Ditch Bottom, Type C, <10' – Per Each
Item 425-1-523 – Inlet, Ditch Bottom, Type C, J Bottom, <10' – Per Each
Item 425-1-541 – Inlet, Ditch Bottom, Type D, <10' – Per Each
Item 425-1-910 – Inlet, Closed Flume – Per Each
Item 425-5-1 – Manhole, Adjust, Utilities – Per Each

9. 430 PIPE CULVERTS

All requirements of Section 430 Pipe Culverts shall be met except as modified below.

Payment shall be made under:

Item 430-174-118 – Pipe Culvert, Optional Material, Round, 18" SD – Per Linear Foot
Item 430-174-124 – Pipe Culvert, Optional Material, Round, 24" SD – Per Linear Foot

10. 515 METAL PEDESTRIAN/BICYCLE RAILINGS, GUIDERAILS & HANDRAILS

All requirements of Section 515 Metal Pedestrian/Bicycle Railings, Guiderails and Handrails shall be met except as modified below.

Payment shall be made under:

Item 515-2-211 – Pedestrian/Bicycle Railing, Steel, 42" Type 1 – Per Linear Foot

11. 520 CONCRETE GUTTER, CURB ELEMENTS AND TRAFFIC SEPARATOR

All requirements of Section 520 Concrete Gutter, Curb Elements and Traffic Separator shall be met except as modified below.

Payment shall be made under:

Item 520-1-7 – Concrete Curb & Gutter, Type E – Per Linear Foot

12. 522 CONCRETE SIDEWALK

All requirements of Section 522 Concrete Sidewalk shall be met except as modified below:

12.1 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.

12.2 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.

12.3 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).

12.4 Cost of material at designated locations on the plans shall be included in cost of 6" concrete. No separate payment shall be made.

Payment shall be made under:
Item 522-2 – Concrete Sidewalk and Driveway, 6" Thick (3,000 PSI) (With Fiber) – Per Square Yard
Item 522-3 – Bus Boarding Pad - Concrete – Per Square Yard
Item 522-4 – Bus Shelter Pad - Concrete – Per Square Yard
Item 522-99 – Concrete Sidewalk and Driveway, 12" Thick (3,000 PSI) (With Fiber) – Per Square Yard

13. 527 DETECTABLE WARNINGS

All requirements of Section 527 Detectable Warnings on Walking Surfaces shall be met except as modified below.

Payment shall be made under:

Item 527-2 – Detectable Warnings – Per Square Foot

14. 536 GUARDRAIL

All requirements of Section 536 Guardrail shall be met except as modified below.

Payment shall be made under:

Item 536-73 – Guardrail Removal – Per Linear Foot

15. 570 PERFORMANCE TURF

All requirements of Section 570 Performance Turf shall be met except as modified below.

15.1 Sodding, water and fertilizer shall be in accordance with F.D.O.T. 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 percent weed- free, and green, for final acceptance by Owner.

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

15.3 The contractor is responsible for mowing at 6" height, weed whacking 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

16. 700 SINGLE POST SIGNS

All requirements of Section 700 Highway Signing, 705 Object Markers and Delineators, 706 Raised Retro-Reflective Pavement Markers and Bituminous Adhesive, and 709 Traffic Stripes and Markings – Two Reactive Components shall be met except as modified below.

16.1 All signs to be provided, relocated and/or replaced, as shown on the plans, shall be in conformance with F.D.O.T. Standard Plans Index 700-101 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.

16.2 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.

16.3 All pedestrian signing and pavement markings shall be installed at the same time.

Payment shall be made under:

Item 700-1-50 – Single Post Sign, Relocate – Per Assembly

17. 711 THERMOPLASTIC PAVEMENT MARKINGS

All requirements of Section 711 Thermoplastic Traffic Stripes and Markings shall be met except as modified below.

Payment shall be made under:

Item 711-11-123 – Thermoplastic, Std, White, Solid, 12" – Per Linear Foot
Item 711-11-125 – Thermoplastic, Std, White, Solid, 24" – Per Linear Foot
Item 711-15-101 – Thermoplastic, Std-Op, White, Solid, 6" – Per Gross Mile

SECTION 10
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) St. Johns River Water Management District Environmental Resource Permit Exemption

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

St. Johns River
Water Management District
Ann B. Shortelle, Ph.D., Executive Director

525 Community College Parkway S.E. • Palm Bay, FL 32909 • 321-984-4940
On the internet at www.sjrwmd.com.

November 20, 2019

Daryl R. Myers
Hanson Professional Services, Inc.
8075 Gate Pkwy W, Suite 204
Jacksonville, FL 32216-3685
Sent via email: dmyers@hanson-inc.com

Re: John Rodes Sidewalk, Exemption Verification: PDEX-009-159681-1
(Please reference the permit number/item number on all correspondence.)

Dear Mr. Myers:

On November 4, 2019 the St. Johns River Water Management District received your application, construction plans, and determination fee requesting an exemption verification for the above referenced project. Based on this submittal, the proposed project involves the construction of an 8 foot wide concrete sidewalk along the west side of John Rodes Boulevard from Eau Gallie Boulevard to Aurora Road in Melbourne, Florida. The proposed alignment is located within existing County owned right-of-way. Existing drainage patterns will be maintained during and after construction.

Pursuant to 62-330.051, Florida Administrative Code (F.A.C.), an Environmental Resource Permit is not required since the project meets the exemption requirements.

Please be advised that this determination only applies to the District and does not relieve you from the permitting requirements of other agencies.

Thank you for your cooperation with the permitting and compliance process. If you have any questions, please contact the District at (321) 409-2159 or by email at FIslam@sjrwmd.com.

Sincerely,

Chou Fang, Ph.D., P.E.
Supervising Professional Engineer
Division of Regulatory Services

CC: Regulatory file

Rachel Genera, Brevard County Public Works
Sent via email: Rachel.genera@brevardfl.gov

GOVERNING BOARD

Douglas Burnett, CHAIRMAN
ST. AUGUSTINE

Ron Howse, TREASURER
COCOA

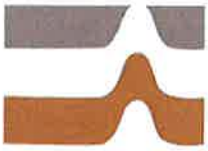
Douglas C. Bournique
VERO BEACH

Daniel Davis
JACKSONVILLE

Susan Dolan
SANFORD

SECTION 11
GEOTECHNICAL REPORTS

Subsurface Soil Exploration and
Geotechnical Engineering Evaluation
Proposed Sidewalk Improvements
John Rodes Boulevard
Melbourne, Florida



Ardaman & Associates, Inc.

CORPORATE HEADQUARTERS

8008 S. Orange Avenue, Orlando, FL 32809 - Phone: (407) 855-3860 Fax: (407) 859-8121

Branch Office Locations

Florida: Bartow, Cocoa, Fort Myers, Miami, Orlando, Port St. Lucie, Sarasota, Tallahassee, Tampa, West Palm Beach
Louisiana: Baton Rouge, Monroe, New Orleans, Shreveport

MEMBERS:

ASTM International
American Concrete Institute
Geoprofessional Business Association
Society of American Military Engineers
American Council of Engineering Companies

Ardaman & Associates, Inc.

Geotechnical, Environmental and
Materials Consultants

July 10, 2019
File No. 18-23-5281

Hanson Professional Services, Inc.
8075 Gate Parkway West
Jacksonville, Florida 32216

Attention: Mr. Clint Smith, PE

Subject: Subsurface Soil Exploration and
Geotechnical Engineering Evaluation
Proposed Sidewalk Improvements
John Rodes Boulevard
Melbourne, Florida
Hanson Project/Task No. 18L0077-9001

Dear Mr. Smith:

As requested and authorized by you, we have completed a shallow subsurface soil exploration for the subject project. The purposes of performing this exploration were to evaluate the general subsurface conditions within the sidewalk improvement areas and to provide recommendations for site preparation. In addition, we have estimated the normal seasonal high groundwater level at the boring locations. This report documents our findings and presents our engineering recommendations.

SITE LOCATION AND SITE DESCRIPTION

The site for the proposed sidewalk improvements consists of right-of-way areas along the west side of John Rodes Boulevard between Eau Gallie Boulevard on the south end and Aurora Road on the north end. This area is located in Melbourne, Brevard County, Florida (Sections 14 and 23, Township 27 South, Range 36 East). The general site location is shown superimposed on a composite of the Eau Gallie, Florida and Melbourne West, Florida USGS quadrangle maps presented on Figure 1.

The project site is currently mostly grassed and sparsely wooded areas adjacent to John Rodes Boulevard. An existing concrete sidewalk that will likely be removed is located within several areas on the project site.

PROPOSED CONSTRUCTION AND GRADING

It is our understanding that the proposed construction includes an 8-foot wide concrete sidewalk that will be installed along the west side of John Rodes Boulevard for a distance of approximately 4,400 lineal feet. Grading plans are not complete at this time, therefore we have assumed that less than 2 feet of fill is required to raise the sidewalk areas to final elevation. If actual fill height exceeds our assumptions, then the recommendations in this report may not be valid.

In addition, it is our understanding that shallow stormwater retention ponds and/or swales are being considered within the project site. As of the date of this exploration, the locations of the stormwater retention areas were not finalized.

REVIEW OF SOIL SURVEY MAPS

Based on the 1974 Soil Survey for Brevard County, Florida, as prepared by the U.S. Department of Agriculture Soil Conservation Service, the project site is located in an area mapped as the "Myakka sand" soil series. A description of this soil type, as obtained from the Soil Survey, is provided below.

Myakka sand (Mk):

"Myakka sand" is a nearly level, poorly drained sandy soil in broad areas in the flatwoods and in areas between sand ridges and sloughs and ponds. A representative profile of the soil consists of 22 inches of dark gray to gray sand followed by 13 inches of dark brown, weakly cemented sand. Below that is gray sand to a depth of 63 inches. In most years, the water table is within a depth of 10 inches for 1 to 4 months and between 10 and 40 inches for more than 6 months. In dry seasons it is below a depth of 40 inches. The soil is flooded for 2 to 7 days in 1 to 5 years.

FIELD EXPLORATION PROGRAM

Auger Borings

The field exploration program included performing 15 auger borings within the proposed sidewalk improvement areas. The auger borings were drilled using a truck-mounted, 4-inch diameter continuous flight auger or a 3-inch diameter, hand-held bucket auger to depths of 5 and 15 feet below the ground surface. A summary of this field procedure is included in Appendix I. Representative soil samples were recovered from the auger borings and transported to our laboratory for further analysis.

The groundwater level at each of the boring locations was measured during drilling. Upon completion, the borings were backfilled with soil cuttings.

Field Permeability Testing

A field permeability test was performed at three semi-random locations on the project site. Each field permeability test was performed by installing a solid-walled PVC casing snugly fit into a 4-inch diameter 3-foot deep auger borehole. The bottom of the pipe was open and raised 1 foot above the bottom of the borehole. The bottom 1 foot of the borehole was gravel-packed. The pipe was then filled to the top with water. The test was conducted as either a "constant head" test by measuring the quantity of water added over a 1-minute time period to maintain the water level at the top of casing level or as a "falling head" test where the drop in water level was recorded over 15-second time periods. The results of the field permeability tests are presented in the "Stormwater Retention Areas" Section of this report.

Test Locations

The approximate locations of the borings are schematically illustrated on an aerial photograph plan shown on Figure 2. These locations were determined in the field by estimating distances from existing site features and should be considered accurate only to the degree implied by the method of measurement used.

LABORATORY PROGRAM

Representative soil samples obtained during our field sampling operation were packaged and transferred to our laboratory for further visual examination and classification. The soil samples were visually classified in general accordance with the Unified Soil Classification System (ASTM D-2488). The resulting soil descriptions are shown on the soil boring profiles presented in Appendix II.

In addition, we conducted eight percent fines analyses (ASTM D1140) on selected soil samples obtained from the borings. The results of these tests are presented adjacent to the sample depth on the boring profiles in Appendix II.

Soil corrosion series tests were performed on two soil samples composited from the borings performed on the project site. A summary of the test samples and of the test results is presented in the following table.

Sample ID	Borings	Sample Depth (ft)	Resistivity (ohm-cm)	pH	Chloride Content (ppm)	Sulfate Content (ppm)
Comp-1	AB-1, AB-5, AB-6, AB-8	0 to 5	4,500	7.6	15	<1
Comp-2	AB-10, AB-11, AB-13, AB-14	0 to 5	3,010	7.2	45	<1

Based on the corrosion series test results presented in the table above, the soil samples that were tested would be classified as slightly aggressive to concrete and steel structures per FDOT criteria.

GENERAL SUBSURFACE CONDITIONS

General Soil Profile

The results of the field exploration and laboratory programs are graphically summarized on the soil boring profiles presented in Appendix II. The stratification of the boring profiles represents our interpretation of the field boring logs and the results of laboratory examinations of the recovered samples. The stratification lines represent the approximate boundary between soil types. The actual transitions may be more gradual than implied.

The soils encountered in the auger borings drilled on the project site consisted of fine sand (Unified Soil Classification SP), fine sand with silt (SP-SM), silty fine sand (SM), clayey fine sand (SC), and clay (CL, CH) to the termination depth of the deepest borings, 20 feet below ground surface. Various amounts of shell were encountered in the soil samples collected from Boring AB-

15 below a depth of 13 feet below existing ground surface. This soil profile is outlined in general terms only. Please refer to Appendix II for soil profile details.

Groundwater Level

The groundwater level was measured in the boreholes on the day drilled. As shown in Appendix II, groundwater was encountered in the borings at depths ranging from approximately 3.2 to 10 feet below existing ground surface on the date indicated. Fluctuations in groundwater levels should be anticipated throughout the year primarily due to seasonal variations in rainfall and other factors that may vary from the time the borings were conducted.

The absence of groundwater data at the location of Boring AB-9 indicates that groundwater was not encountered within the vertical reach of the boring on the date drilled. However, this does not necessarily mean that groundwater would not be encountered at some other time.

NORMAL SEASONAL HIGH GROUNDWATER LEVEL

The normal seasonal high groundwater level each year is the level in the August-September period at the end of the rainy season during a year of normal (average) rainfall. The water table elevations associated with a higher than normal rainfall and in the extreme case, flood, would be higher to much higher than the normal seasonal high groundwater level. The normal high water levels would more approximate the normal seasonal high groundwater levels.

The seasonal high groundwater level is affected by a number of factors. The drainage characteristics of the soils, the land surface elevation, relief points such as drainage ditches, lakes, rivers, swamp areas, etc., and distance to relief points are some of the more important factors influencing the seasonal high groundwater level.

In addition to evaluating the conditions above, we have reviewed annual precipitation data available from the Melbourne Office of the National Weather Service. Based on this data, the annual rainfall to date in Brevard County is approximately 25.2 inches, which is approximately 6.4 inches above normal for this time of year.

Based on our interpretation of the site conditions using our boring logs, we estimate the normal seasonal high groundwater level at the boring locations to be approximately 1 to 1½ feet above the groundwater levels encountered in the borings during this exploration.

ENGINEERING EVALUATION AND RECOMMENDATIONS

General

The results of our exploration indicate that, with proper site preparation as recommended in this report, the existing soils are suitable for construction of the proposed concrete sidewalk.

We note that fine sand and gravel were encountered in Boring AB-9 at depths ranging from existing ground surface to 2 feet below ground surface. If difficulties compacting the soil and gravel are encountered, it may be necessary to remove the fine sand and gravel and replace it with suitable backfill soil of the Unified Soil Classification SP or SP-SM.

The following are our recommendations for overall site preparation which we feel are best suited for the proposed sidewalk and existing soil conditions. The recommendations are made as a guide for the design engineer, parts of which should be incorporated into the project's specifications.

Stripping and Grubbing

The "footprint" of the proposed sidewalk area, plus a minimum margin of 3 feet, should be stripped of all surface vegetation, stumps, debris, asphalt, concrete, organic topsoil or other deleterious materials, as encountered. Buried utilities should be removed or plugged to eliminate conduits into which surrounding soils could erode.

After stripping, the site should be grubbed or root-raked such that roots with a diameter greater than ½ inch, stumps, or small roots in a dense state, are completely removed. The actual depth(s) of stripping and grubbing must be determined by visual observation and judgment during the earthwork operation.

It has been our experience that soils surrounding existing roadways sometimes contain pockets of construction debris or other deleterious materials requiring removal and replacement with compacted clean fine sands. Therefore, we strongly recommend that the stripped surface be inspected by Ardaman & Associates, Inc.

Proof-rolling

We recommend proof-rolling the cleared surface to locate any unforeseen soft areas or unsuitable surface or near-surface soils, to increase the density of the upper soils, and to prepare the existing surface for the addition of the fill soils (as required). Proof-rolling of the sidewalk area should consist of at least three passes of a compactor capable of achieving the density requirements described in the next paragraph. Each pass should overlap the preceding pass by 30 percent to achieve complete coverage. If deemed necessary, in areas that continue to "yield", remove all deleterious material and replace with clean, compacted sand backfill. The proof-rolling should occur after cutting and before filling.

A density equivalent to or greater than 95 percent of the modified Proctor (ASTM D-1557) maximum dry density value for a depth of 1 foot in the sidewalk area must be achieved beneath the stripped and grubbed ground surface. Additional passes and/or overexcavation and recompaction may be required if these minimum density requirements are not achieved. The soil moisture should be adjusted as necessary during compaction.

Care should be exercised to avoid damaging any neighboring structures while the compaction operation is underway. Prior to commencing compaction, occupants of adjacent structures should be notified and the existing condition (i.e. cracks) of the structures documented with photographs and survey (if deemed necessary). Compaction should cease if deemed detrimental to adjacent structures, and Ardaman & Associates should be notified immediately. Heavy vibratory compaction equipment should not be used within 200 feet of existing structures.

Suitable Fill Material and the Compaction of Fill Soils

All fill soil should be free of organic materials, such as roots and vegetation. We recommend using fill with less than 12 percent by dry weight of material passing the U.S. Standard No. 200 sieve size. The fine sand and fine sand with silt (Strata Nos. 1 and 2 as shown in Appendix II) are suitable for use as fill soil and, with proper moisture control, should densify using conventional compaction methods. Soils with more than 12 percent passing the No. 200 sieve (Strata Nos. 3 and 4) can be used in some applications, but will be more difficult to compact due to their inherent nature to retain soil moisture. The clay (Stratum No. 5) should not be used as fill material due to its moisture sensitivity and difficulty with compaction.

All structural fill should be placed in level lifts not to exceed 12 inches in uncompacted thickness. Each lift should be compacted to at least 95 percent of the modified Proctor (ASTM D-1557) maximum dry density value. The filling and compaction operations should continue in lifts until the desired elevation(s) is achieved. If hand-held compaction equipment is used, the lift thickness should be reduced to no more than 6 inches.

Our fill soil recommendations do not apply to the stormwater retention areas as the pond/swale designer should recommend types of fill, if any, in the stormwater pond/swale vicinity to be compatible with the design.

Dewatering

If the control of groundwater is required to achieve the necessary stripping, excavation, proof-rolling, filling, compaction, and any other earthwork, sitework, and/or subgrade preparation operations required for the project, the actual method(s) of dewatering should be determined by the contractor. Dewatering should be performed to lower the groundwater level to depths that are adequately below excavations and compaction surfaces. Adequate groundwater level depths below excavations and compaction surfaces vary depending on soil type and construction method, and are usually 2 feet or more. Dewatering solely with sump pumps may not achieve the desired results.

Stormwater Retention Areas

Auger Borings AB-2, AB-4, AB-7, AB-12, AB-15 were drilled to a depth of 20 feet below existing ground surface at semi-random locations in the project area. The purpose of these borings was to provide soil stratigraphy data and groundwater level data to be used in the preliminary evaluation of stormwater retention areas.

Soil Permeability

The fine sand and fine sand with silt (Strata Nos. 1 and 2 in Appendix II) are generally considered to be relatively permeable. The underlying silty fine sand, clayey fine sand, and clay (Strata Nos. 3 through 5) are likely less permeable than the fine sand and fine sand with silt and should be considered to be aquitards for pond/swale drawdown evaluation.

The results of the field permeability tests are presented in the following table:

Test Location	Test Depth (feet)	Measured Permeability (in/hr)
Perm-1/AB-2	2 to 3	10
Perm-2/AB-7	2 to 3	8
Perm-3/AB-12	2 to 3	2

It is noted that a suitable factor of safety should be used with the permeability values presented above. In addition, for the type of soil tested, a transformation ratio of 1 horizontal to 1 vertical is appropriate (i.e.; the estimated ratio of horizontal to vertical permeability).

For dry bottom retention ponds/swales, performance of the stormwater retention area will be significantly influenced by the soil permeability and the vertical separation between the pond/swale bottom and the seasonal high groundwater level.

QUALITY ASSURANCE

We recommend establishing a comprehensive quality assurance program to verify that all site preparation and sidewalk construction is conducted in accordance with the appropriate plans and specifications. Materials testing and inspection services should be provided by Ardaman & Associates.

As a minimum, an on-site engineering technician should monitor all stripping and grubbing to verify that all deleterious materials have been removed and should observe the proof-rolling operation to verify that the appropriate number of passes are applied to the subgrade. In-situ density tests should be conducted during filling activities and below all sidewalk areas to verify that the required densities have been achieved. In-situ density values should be compared to laboratory Proctor moisture-density results for each of the different natural and fill soils encountered.

Finally, we recommend inspecting and testing the construction materials for the concrete sidewalk.

CLOSURE

The analyses and recommendations submitted herein are based on the data obtained from the soil borings and permeability test locations presented on Figures 2 and in Appendix II. This report does not reflect any variations which may occur adjacent to or between the borings and permeability test locations. The nature and extent of the variations between the borings and permeability test locations may not become evident until during construction or additional exploration. If variations then appear evident, it will be necessary to re-evaluate the recommendations presented in this report after performing on-site observations during the construction period and noting the characteristics of the variations. This study does not include

an evaluation of the environmental (ecological or hazardous/toxic material related) condition of the site and subsurface.

This report has been prepared for the exclusive use of Hanson Professional Services, Inc. in accordance with generally accepted geotechnical engineering practices. In the event any changes occur in the design, nature, or location of the proposed sidewalk improvements, we should review the applicability of conclusions and recommendations in this report. We recommend a general review of final design and specifications by our office to verify that earthwork recommendations are properly interpreted and implemented in the design specifications. Ardaman & Associates should attend the pre-bid and preconstruction meetings to verify that the bidders/contractor understand the recommendations contained in this report.

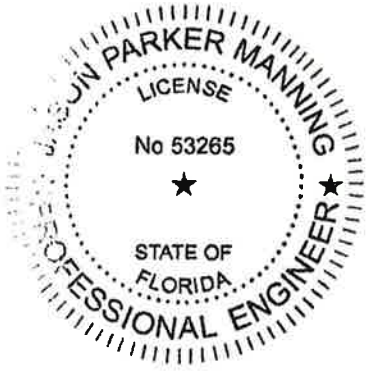
We are pleased to be of assistance to you on this phase of the project. When we may be of further service to you or should you have any questions, please contact us.

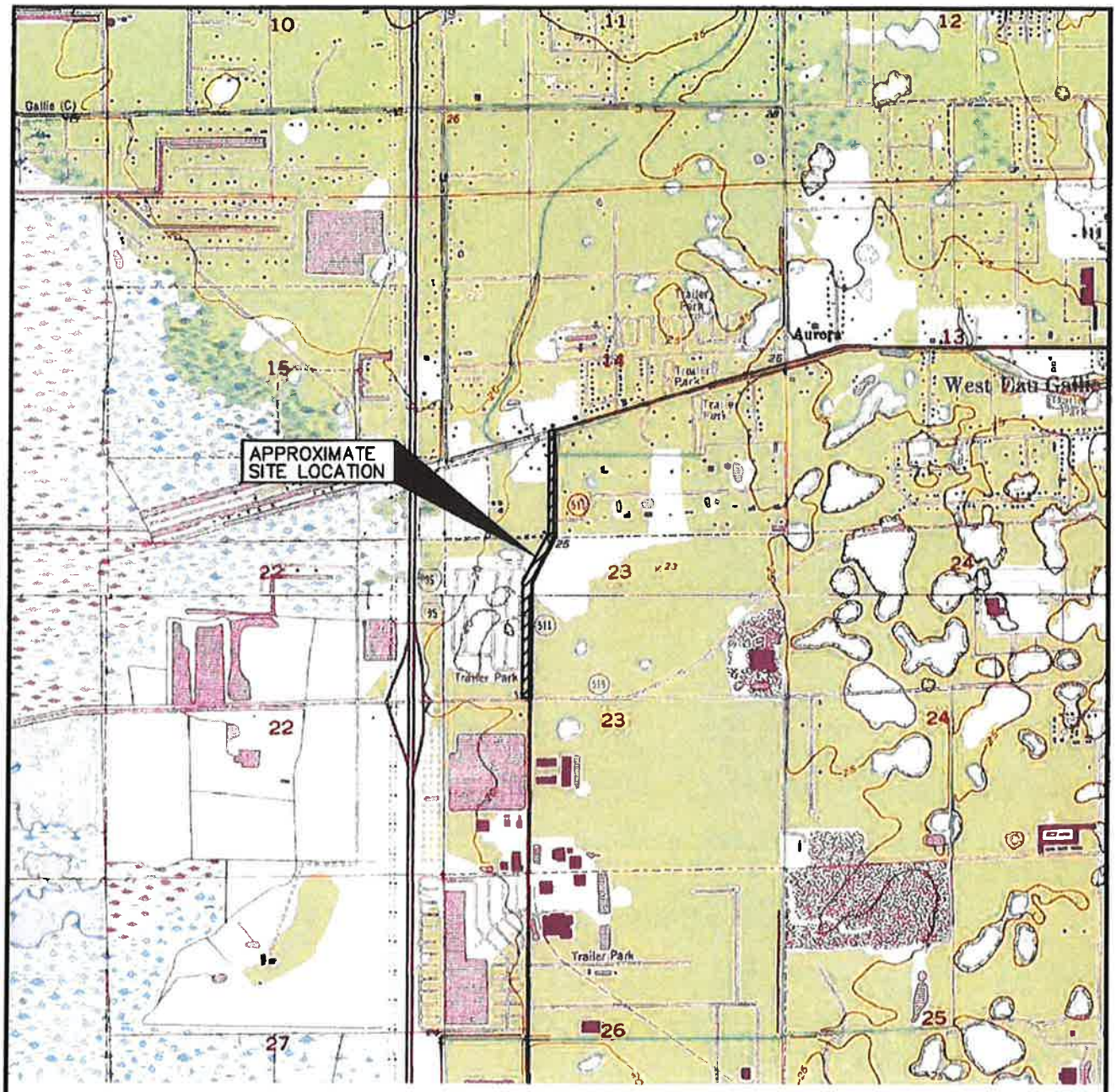
Very truly yours,
ARDAMAN & ASSOCIATES, INC.
Certificate of Authorization No. 5950

Dustin M. Cone
Assistant Project Engineer

Jason P. Manning, P.E.
Branch Manager
7/10/19 Florida License No. 53265

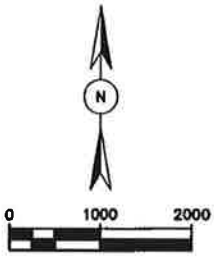
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SECTIONS 23,14
TOWNSHIP 27 SOUTH
RANGE 36 EAST

OBTAINED FROM U.S.G.S. QUAD MAP: EAUGALLIE AND MELBOURNE WEST, FLORIDA





QUADRANGLE LOCATION

SITE LOCATION MAP

Ardaman & Associates, Inc.
Geotechnical, Environmental and Materials Consultants

SUBSURFACE SOIL EXPLORATION
JOHN RODES BOULEVARD
SIDEWALK IMPROVEMENTS
MELBOURNE, FLORIDA

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LEGEND

AB AUGER BORING LOCATION

N

0 100 200

SCALE: 1"=200'

BORING LOCATION PLAN

Ardaman & Associates, Inc.
Geotechnical, Environmental and Materials Consultants

SUBSURFACE SOIL EXPLORATION
JOHN RODES BOULEVARD
SIDEWALK IMPROVEMENTS
MELBOURNE, FLORIDA

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APPENDIX I

Auger Boring Procedures

AUGER BORINGS

Auger borings are used when a relatively large, continuous sampling of soil strata close to ground surface is desired. A 4-inch diameter, continuous flite, helical auger with a cutting head at its end is screwed into the ground in 5-foot sections. It is powered by the rotating action of the Kelly bar of a rotary drill rig. The sample is recovered by withdrawing the auger out of the ground without rotating it. The soil sample so obtained, is classified and representative samples put in bags or jars and brought back to the laboratory for classification testing.

APPENDIX II

Soil Boring Profiles

LEGEND

SOIL DESCRIPTIONS



1. FINE SAND (SP)
2. FINE SAND WITH SILT (SP–SM)
3. SILTY FINE SAND (SM)
4. CLAYEY FINE SAND (SC)
5. CLAY (CL,CH)

COLORS

- (A) DARK GRAY OR DARK BROWN
- (B) GRAYISH–BROWN
- (C) LIGHT BROWN TO BROWN
- (D) LIGHT GRAY TO GRAY

AB	AUGER BORING
GNE	GROUNDWATER NOT ENCOUNTERED ON DATE DRILLED
▽	GROUNDWATER LEVEL MEASURED ON DATE DRILLED
–200	PERCENT PASSING NO. 200 SIEVE SIZE (PERCENT FINES)(ASTM D–1140)
SP,SP–SM SM,SC,CH	UNIFIED SOIL CLASSIFICATION SYSTEM

ENGINEERING CLASSIFICATION

I COHESIONLESS SOILS

DESCRIPTION	BLOW COUNT "N"
VERY LOOSE	0 TO 4
LOOSE	4 TO 10
MEDIUM DENSE	10 TO 30
DENSE	30 TO 50
VERY DENSE	>50

II COHESIVE SOILS

DESCRIPTION	UNCONFINED COMPRESSIVE STRENGTH, QU, TSF	BLOW COUNT "N"
VERY SOFT	<1/4	0 TO 2
SOFT	1/4 TO 1/2	2 TO 4
MEDIUM STIFF	1/2 TO 1	4 TO 8
STIFF	1 TO 2	8 TO 15
VERY STIFF	2 TO 4	15 TO 30
HARD	>4	>30

WHILE THE BORINGS ARE REPRESENTATIVE OF SUBSURFACE CONDITIONS AT THEIR RESPECTIVE LOCATIONS AND FOR THEIR RESPECTIVE VERTICAL REACHES, LOCAL VARIATIONS CHARACTERISTIC OF THE SUBSURFACE MATERIALS OF THE REGION ARE ANTICIPATED AND MAY BE ENCOUNTERED. THE BORING LOGS AND RELATED INFORMATION ARE BASED ON THE DRILLER'S LOGS AND VISUAL EXAMINATION OF SELECTED SAMPLES IN THE LABORATORY. THE DELINEATION BETWEEN SOIL TYPES SHOWN ON THE LOGS IS APPROXIMATE AND THE DESCRIPTION REPRESENTS OUR INTERPRETATION OF SUBSURFACE CONDITIONS AT THE DESIGNATED BORING LOCATIONS ON THE PARTICULAR DATE DRILLED.

GROUNDWATER ELEVATIONS SHOWN ON THE BORING LOGS REPRESENT GROUNDWATER SURFACES ENCOUNTERED ON THE DATES SHOWN. FLUCTUATIONS IN WATER TABLE LEVELS SHOULD BE ANTICIPATED THROUGHOUT THE YEAR. ABSENCE OF WATER SURFACE DATA ON CERTAIN BORINGS IMPLIES THAT NO GROUNDWATER DATA IS AVAILABLE, BUT DOES NOT NECESSARILY MEAN THAT GROUNDWATER WILL NOT BE ENCOUNTERED AT THESE LOCATIONS OR WITHIN THE VERTICAL REACHES OF THESE BORINGS IN THE FUTURE.

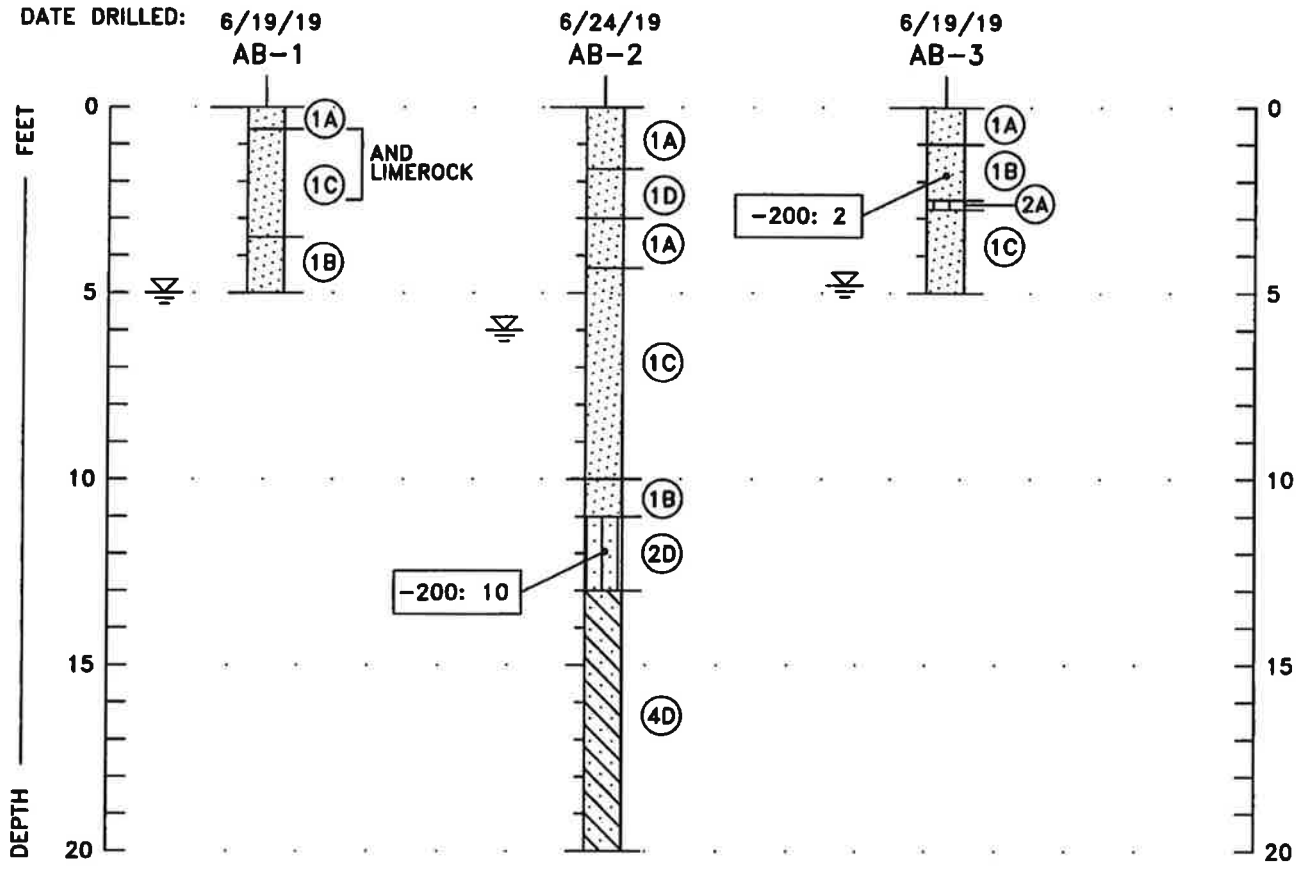
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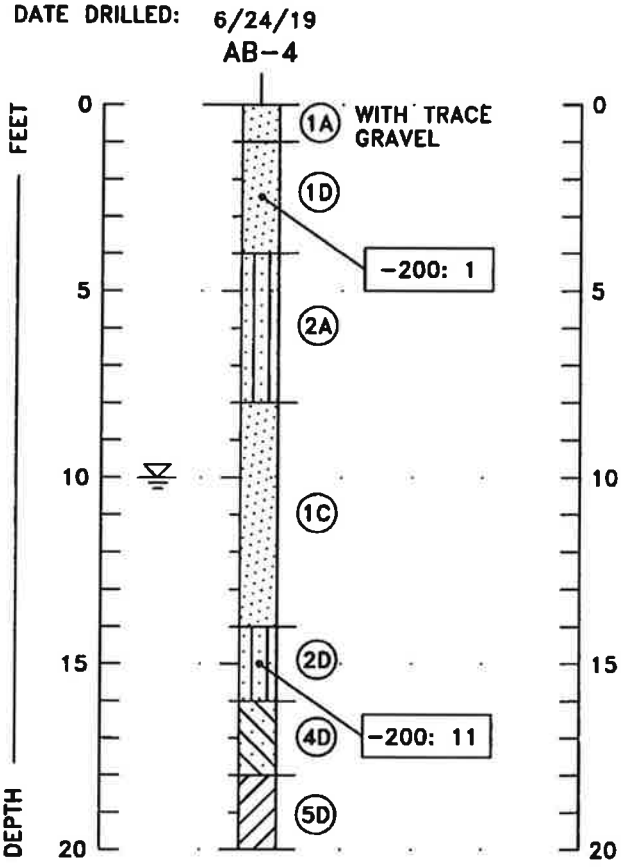
SOIL PROFILES LEGEND

Ardaman & Associates, Inc.
Geotechnical, Environmental and Materials Consultants

SUBSURFACE SOIL EXPLORATION
JOHN RODES BOULEVARD
SIDEWALK IMPROVEMENTS
MELBOURNE, FLORIDA

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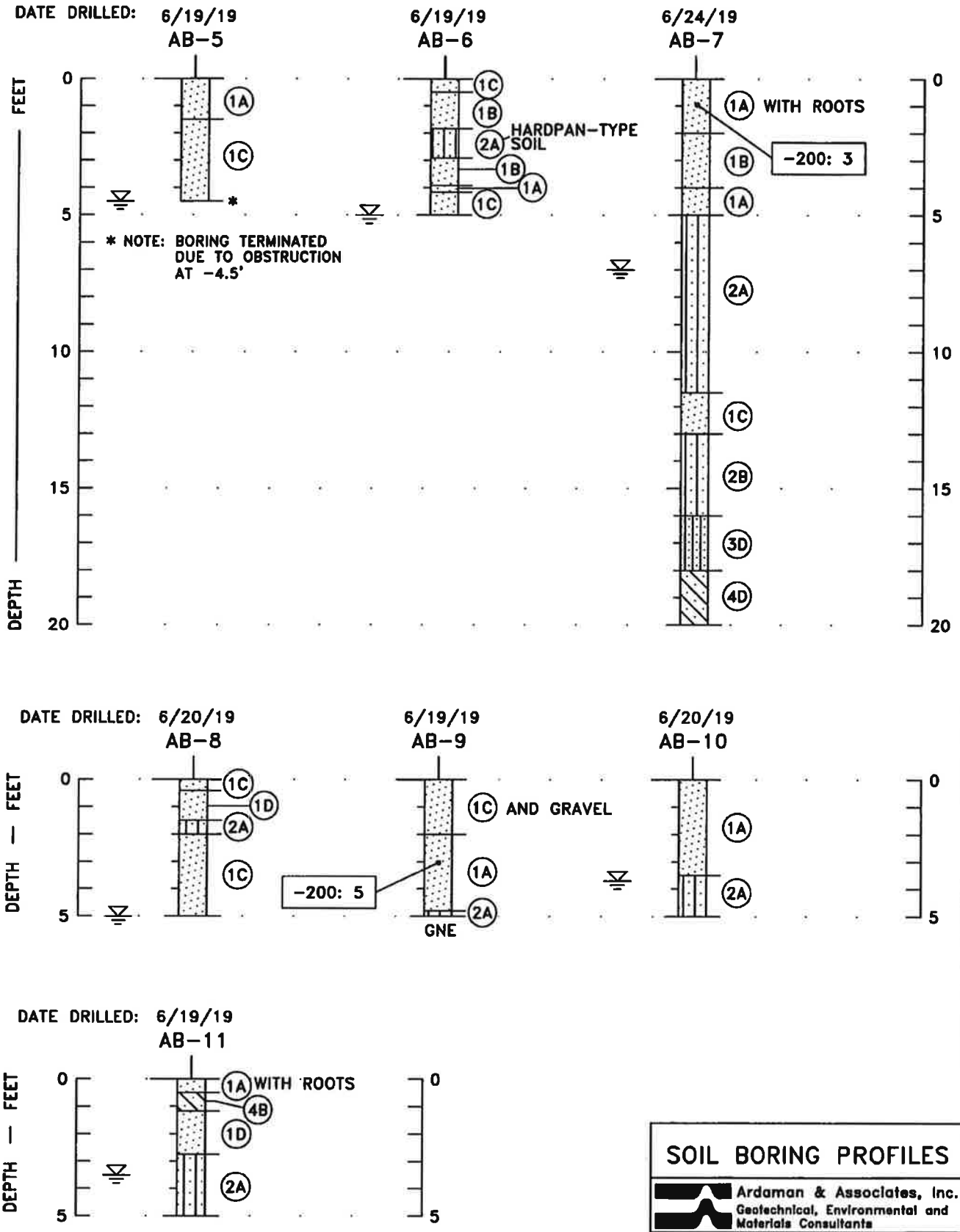
SOIL BORING PROFILES

Ardaman & Associates, Inc.
Geotechnical, Environmental and Materials Consultants

SUBSURFACE SOIL EXPLORATION
JOHN RODES BOULEVARD
SIDEWALK IMPROVEMENTS
MELBOURNE, FLORIDA

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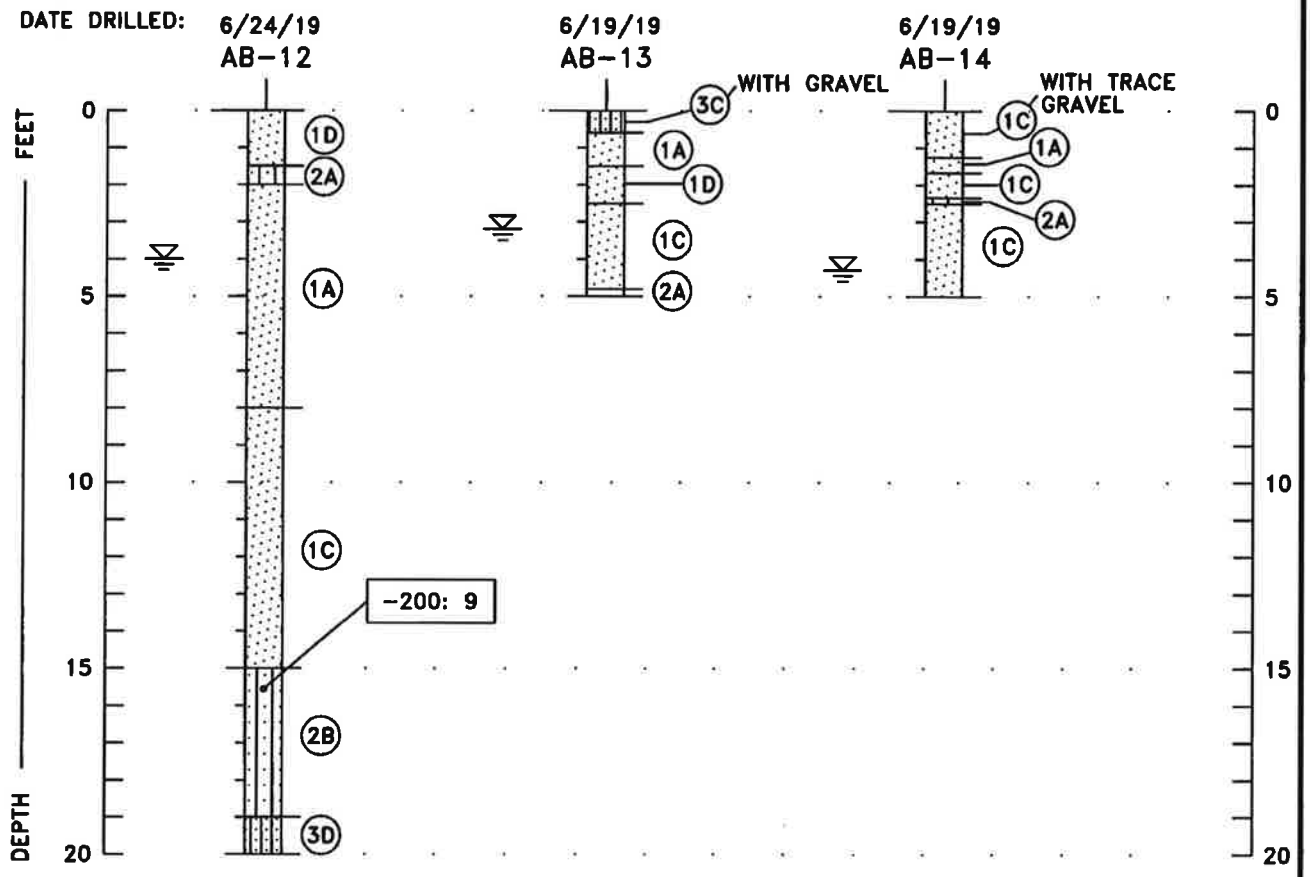
SOIL BORING PROFILES

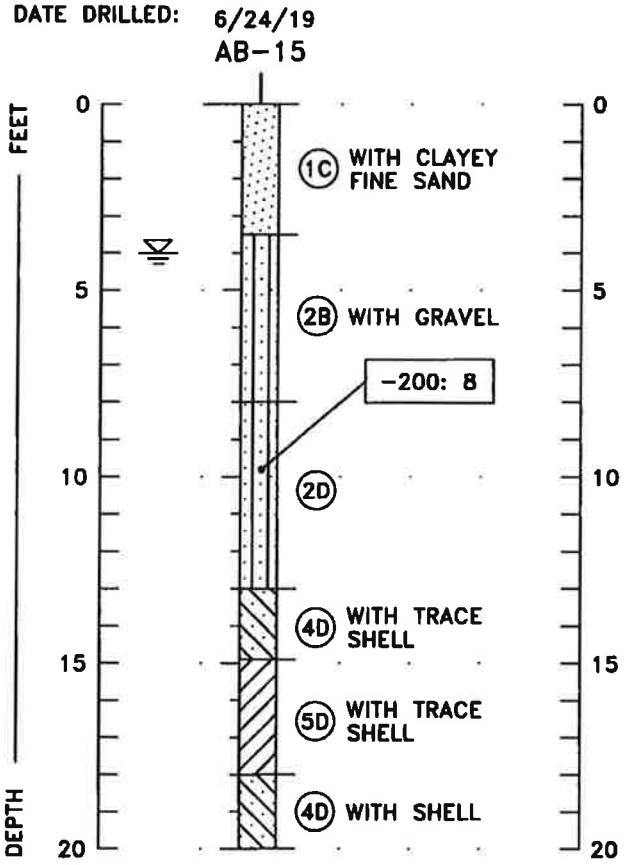
Ardaman & Associates, Inc.
Geotechnical, Environmental and Materials Consultants

SUBSURFACE SOIL EXPLORATION
JOHN RODES BOULEVARD
SIDEWALK IMPROVEMENTS
MELBOURNE, FLORIDA

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SOIL BORING PROFILES

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SUBSURFACE SOIL EXPLORATION
JOHN RODES BOULEVARD
SIDEWALK IMPROVEMENTS
MELBOURNE, FLORIDA

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SECTION 12
LAP DIVISION 1 SPECIFICATIONS

LAP DIVISION 1 SPECIFICATIONS (CLASS A, B, C).
(REV 2-17-20) (7-20)

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

Engineer: Rachel Gerena, P.E.

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. The Specialty Engineer may also provide designs and details, repair designs and details, or perform Engineering Analyses for items of the permanent work declared by the State Construction Office to be "minor" or "non-structural".

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.

SECTION 2 – PROPOSAL REQUIREMENTS AND CONDITIONS.

2-1 Prequalification of Bidders.

Except as noted below, prequalify with the Department to be eligible to bid. The Department publishes regulations covering prequalification of Bidders under separate cover.

The Department does not require the Bidder to be a prequalified Contractor if bidding construction contracts of $250,000 or less, or if constructing buildings. In addition, at its sole discretion, the Department may waive prequalification requirements on contracts of $500,000 or less.

For construction contracts requiring prequalification, file an application for qualification using the Department's online prequalification application system, giving detailed information with respect to financial resources, equipment, past record, personnel, and experience. For qualified applicants, the Department will issue a certificate fixing the types of work and the aggregate amount of work that the Department allows the prequalified Bidder to have under contract at any one time.

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit the following:

1. A bid on a Contract to provide any goods or services to a public entity.
2. A bid on a Contract with a public entity for the construction or repair of a public building or public work.
3. Bids on leases of real property to a public entity.

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime 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 F.S., for Category Two. All restrictions apply for a period of 36 months from the date of placement on the convicted vendor list.

All prequalified Contractors bidding on any Contract must certify their total dollar amount of Work Underway and submit Form 375-020-39 or a spreadsheet in a similar format prior to submitting a bid. This information must be submitted at least once during the month the bid is due via the "Work Underway" link in the Contractor Pre-Qualification System.

SECTION 4 –SCOPE OF THE WORK.

4-3 Alteration of Plans or of Character of Work.

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.

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.

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.

SECTION 6 – CONTROL OF MATERIALS.

6-1.3 Certification:

6-1.3.1 Manufacturer Material Certification: Submit material certifications for all materials to the Engineer for approval when required by the Specifications. Materials will not be considered for payment when not accompanied by a material certification. Sample material certification forms are available on the Department's website at the following URL: https://www.fdot.gov/materials/administration/resources/library/publications/certifications/sampleforms.shtm . Ensure that the material certification follows the format of the sample form, is submitted on the manufacturer's letterhead and is signed by a legally responsible person employed by the manufacturer.

6-5 Products and Source of Supply.

6-5.1 Source of Supply–Convict Labor (Federal-Aid Contracts Only): Do not use materials that were produced after July 1, 1991, by convict labor for Federal-aid highway construction projects unless the prison facility has been producing convict-made materials for Federal-aid highway construction projects before July 1, 1987.

Use materials that were produced prior to July 2, 1991, by convicts on Federal-aid highway construction projects free from the restrictions placed on the use of these materials by 23 U.S.C. 114. The Department will limit the use of materials produced by convict labor for use in Federal-aid highway construction projects to:

1. Materials produced by convicts on parole, supervised release, or probation from a prison or,
2. Materials produced in a qualified prison facility.

The amount of such materials produced for Federal-aid highway construction during any 12-month period shall not exceed the amount produced in such facility for use in such construction during the 12-month period ending July 1, 1987.

6-5.2 Source of Supply-Steel: Use steel and iron manufactured in the United States, in accordance with the Buy America provisions of 23 CFR 635.410, as amended. Ensure that all manufacturing processes for this material occur in the United States. As used in this specification, a manufacturing process is any process that modifies the chemical content, physical shape or size, or final finish of a product, beginning with the initial melting and continuing through the final shaping and coating. If a steel or iron product is taken outside the United States for any manufacturing process,

it becomes foreign source material. When using steel or iron materials as a component of any manufactured product (e.g., concrete pipe, prestressed beams, corrugated steel pipe, etc.), these same provisions apply. Foreign steel and iron may be used when the total actual cost of such foreign materials does not exceed 0.1% of the total Contract amount or $2,500, whichever is greater. These requirements are applicable to all steel and iron materials incorporated into the finished work, but are not applicable to steel and iron items that the Contractor uses but does not incorporate into the finished work. Submit a certification from the manufacturer of steel or iron, or any product containing steel or iron, stating that all steel or iron furnished or incorporated into the furnished product was produced and manufactured in the United States or a statement that the product was produced within the United States except for minimal quantities of foreign steel and iron valued at $ (actual cost). Submit each such certification to the Engineer prior to incorporating the material or product into the project. Prior to the use of foreign steel or iron materials on a project, submit invoices to document the actual cost of such material, and obtain the Engineer's written approval prior to incorporating the material into the project

SECTION 7 –LEGAL REQUREMENTS AND RESPONSIBILITIES TO THE PUBLIC.

7-1.1 Compliance with FHWA 1273: The FHWA-1273 Electronic version, dated May 1, 2012 is posted on the Department's website at the following URL address https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/programmanagement/implemented/urlinspecs/files/deo112468a91904c88e94148b94569982fdff3d2.pdf?sfvrsn=6b78d1d6_2
Take responsibility to obtain this information and comply with all requirements posted on this website up through five calendar days before the opening of bids.

Comply with the provisions contained in FHWA-1273.

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

7-1.3 Introduction or Release of Prohibited Aquatic Plants, Plant Pests, or Noxious Weeds: Do not introduce or release prohibited aquatic plants, plant pests, or noxious weeds into the project limits as a result of clearing and grubbing, earthwork, grassing and mulching, sodding, landscaping, or other such activities. Immediately notify the Engineer upon discovery of all prohibited aquatic plants, plant pests, or noxious weeds within the project limits. Do not move prohibited aquatic plants, plant pests, or noxious weeds within the project limits or to locations outside of the project limits without the Engineer's permission. Maintain all borrow material brought onto the project site free of prohibited aquatic plants, plant pests, noxious weeds, and their reproductive parts. Refer to Rule 5B-64 and Rule 5B-57, of the Florida Administrative Code for the definition of prohibited aquatic plants, plant pests, and noxious weeds.

7-1.4 Compliance with Federal Endangered Species Act and other Wildlife Regulations: The Federal Endangered Species Act requires that the Department

investigate the potential impact to a threatened or endangered species prior to initiating an activity performed in conjunction with a highway construction project. If the Department's investigation determines that there is a potential impact to a protected, threatened or an endangered species, the Department will conduct an evaluation to determine what measures may be necessary to mitigate such impact. When mitigation measures and/or special conditions are necessary, these measures and conditions will be addressed in the Contract Documents or permits.

In addition, in cases where certain protected, threatened or endangered species are found or appear within close proximity to the project boundaries, the Department has established guidelines that will apply when interaction with certain species occurs, absent of any special mitigation measures or permit conditions otherwise identified for the project.

These guidelines are posted at the following URL address: https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/programmanagement/implemented/urlinspecs/files/endangeredwildlifeguidelines.pdf?sfvrsn=e27baf3f_2.

Take responsibility to obtain this information and take all actions and precautions necessary to comply with the conditions of these guidelines during all project activities.

Prior to establishing any off-project activity in conjunction with a project, notify the Engineer of the proposed activity. Covered activities include but are not necessarily limited to borrow pits, concrete or asphalt plant sites, disposal sites, field offices, and material or equipment storage sites. Include in the notification the Financial Project ID, a description of the activity, the location of the site by township, range, section, county, and city, a site location map including the access route, the name of the property owner, and a person to contact to arrange a site inspection. Submit this notification at least 30 days in advance of planned commencement of the off-site activity, to allow for the Department to conduct an investigation without delaying job progress.

Do not perform any off-project activity without obtaining written clearance from the Engineer. In the event the Department's investigation determines a potential impact to a protected, threatened or endangered species and mitigation measures or permits are necessary, coordinate with the appropriate resource agencies for clearance, obtain permits and perform mitigation measures as necessary. Immediately notify the Engineer in writing of the results of this coordination with the appropriate resource agencies. Additional compensation or time will not be allowed for permitting or mitigation, associated with Contractor initiated off-project activities.

7-1.7 Insecticides, Herbicides and Fertilizers:

7-1.7.1 Insecticides and Herbicides: Use products found on the following website, http://state.ceris.purdue.edu/, approved by the Florida Department of Agriculture for the State of Florida. The use of restricted products is prohibited. Do not use any products in the sulfonylurea family of chemicals. Herbicide application by broadcast spraying is not allowed.

Procure any necessary licenses, pay all charges and fees, and give all notices necessary for lawful performance of the work.

Ensure that all insecticides and herbicides are applied in accordance with Chapter 5E-9, Florida Administrative Code. Provide a copy of current certificates upon request, to the Engineer.

Ensure that employees who work with herbicides comply with all applicable Federal, State, and local regulations.

Comply with all regulations and permits issued by any regulatory agency within whose jurisdiction work is being performed. Post all permit placards in a protected, conspicuous location at the work site.

Acquire any permits required for work performed on the rights-of-way within the jurisdiction of National Forests in Florida. Contact the Local National Forest Ranger District, or the United States Department of Agriculture (USDA) office for the proper permits and subsequent approval.

Acquire all permits required for aquatic plant control as outlined in Chapter 62C-20, Florida Administrative Code Rules of the Florida Department of Environmental Protection. Contact the Regional Field Office of Bureau of Invasive Plant Management of the Florida Department of Environmental Protection for proper permits and subsequent approval. If application of synthetic organo-auxin herbicides is necessary, meet the requirements of Chapter 5E-2, Florida Administrative Code.

7-1.7.2 Fertilizer: Ensure that all employees applying fertilizer, possess a current Florida Department of Agriculture and Consumer Services Commercial Applicator license in accordance with Section 482.1562, F.S. Upon request, provide a copy of current certificates to the Engineer.

7-1.8 Compliance with Section 4(f) of the USDOT Act: Section 4(f) of the USDOT Act prohibits the U. S. Secretary of Transportation from approving a project which requires the use of publicly owned land of a public park, recreation area or a wildlife and waterfowl refuge, or of any historic site of national, state, or local significance unless there is no prudent or feasible alternative to using that land and the program or project includes all possible planning to minimize the harm to the site resulting from the use.

Before undertaking any off-project activity associated with any federally assisted undertaking, ensure that the proposed site does not represent a public park, recreation area, wildlife or waterfowl refuge, or a historic site (according to the results of the Cultural Resources Survey discussed in 120-6.2). If such a site is proposed, notify the Engineer and provide a description of the proposed off-site activity, the Financial Project ID, the location of the site by township, range, section, a county or city map showing the site location, including the access route and the name of the property. It is the Contractor's responsibility to submit justification for use of Section 4(f) property that is sufficient for the Florida Department of Transportation and the Federal Highway Administration to make a Section 4(f) determination. Submit this notification sufficiently in advance of planned commencement of the off-site activity to allow a reasonable time for the Engineer to conduct an investigation without delaying job progress. Do not begin any off-project activity without obtaining written clearance from the Engineer.

7-16 Wage Rates for Federal-Aid Projects.

For this Contract, payment of predetermined minimum wages applies.

The U.S. Department of Labor (USDOL) Wage Rates applicable to this Contract are listed in table below, as modified up through ten days prior to the opening of bids.

Wage Rate Decision Number	Associated Work
FL20200159	Highway

Obtain the applicable General Decision(s) (Wage Tables) through the Department's Office of Construction website and ensure that employees receive the minimum compensation applicable. Review the General Decisions for all classifications necessary to complete the project. Request additional classifications through the Engineer's office when needed.

For guidance on the requirements for the payment of wages and benefits and the submittal of certified payrolls, and for general guidance and examples of multiple wage rates when assigned to a Contract, refer to the Department's Office of Construction website. Questions regarding wage rates and the applicability of wage tables should be submitted in accordance with 2-4.

"General Decision Number: FL20200159 01/03/2020

Superseded General Decision Number: FL20190159

State: Florida

Construction Type: Highway

County: Brevard County in Florida.

Does not include Cape Canaveral Air Force Station, Patrick Air Force Base, Kennedy Space Flight Center and Malabar Radar Site.

HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2020

* ELEC0915-004 12/01/2019

	Rates	Fringes
ELECTRICIAN	$ 30.01	39%+0.35

SUFL2013-020 08/19/2013

	Rates	Fringes
CARPENTER	$ 16.68	0.00
CEMENT MASON/CONCRETE FINISHER, Includes Form Work	$ 15.50	0.00
HIGHWAY/PARKING LOT STRIPING: Operator (Striping Machine)	$ 14.69	0.00

HIGHWAY/PARKING LOT STRIPING: Painter.....$ 12.13	0.00
HIGHWAY/PARKING LOT STRIPING: Operator (Spray Nozzleman).....$ 11.94	4.02
INSTALLER - GUARDRAIL.....$ 12.94	0.00
IRONWORKER, ORNAMENTAL.....$ 13.48	0.00
IRONWORKER, REINFORCING.....$ 15.38	0.00
IRONWORKER, STRUCTURAL.....$ 16.42	0.00
LABORER (Traffic Control Specialist).....$ 11.94	0.00
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor.....$ 14.05	0.00
LABORER: Common or General.....$ 10.70	0.00
LABORER: Flagger.....$ 13.09	0.00
LABORER: Grade Checker.....$ 14.66	0.00
LABORER: Landscape & Irrigation.....$ 11.04	0.00
LABORER: Mason Tender - Cement/Concrete.....$ 12.58	0.00
LABORER: Pipelayer.....$ 13.46	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....$ 15.07	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....$ 12.88	0.00
OPERATOR: Broom/Sweeper.....$ 12.91	0.00
OPERATOR: Bulldozer.....$ 14.98	0.00
OPERATOR: Concrete Finishing Machine.....$ 15.44	0.00
OPERATOR: Crane.....$ 22.04	0.00
OPERATOR: Curb Machine.....$ 18.45	0.00
OPERATOR: Drill.....$ 13.04	0.00
OPERATOR: Forklift.....$ 10.43	0.00
OPERATOR: Gradall.....$ 14.71	0.00
OPERATOR: Grader/Blade.....$ 18.56	0.00
OPERATOR: Loader.....$ 13.72	0.00
OPERATOR: Mechanic.....$ 17.52	0.00
OPERATOR: Milling Machine.....$ 18.56	0.00

OPERATOR: Oiler.....$ 16.67 0.00

OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....$ 14.19 0.00

OPERATOR: Piledriver.....$ 17.23 0.00

OPERATOR: Post Driver (Guardrail/Fences).....$ 15.97 0.00

OPERATOR: Roller.....$ 12.75 0.00

OPERATOR: Scraper.....$ 12.21 0.00

OPERATOR: Screed.....$ 14.87 0.00

OPERATOR: Tractor.....$ 13.41 0.00

OPERATOR: Trencher.....$ 14.25 0.00

PAINTER: Spray.....$ 19.57 0.00

TRAFFIC SIGNALIZATION:
Traffic Signal Installation.....$ 15.93 0.00

TRUCK DRIVER: Dump Truck.....$ 12.09 0.00

TRUCK DRIVER: Flatbed Truck.....$ 14.28 0.00

TRUCK DRIVER: Lowboy Truck.....$ 16.25 0.00

TRUCK DRIVER: Slurry Truck.....$ 11.96 0.00

TRUCK DRIVER: Water Truck.....$ 13.57 0.00

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

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7-24 Disadvantaged Business Enterprise Program.

~~**7-24.1 Disadvantaged Business Enterprise Affirmative Action Plan:** Prior to award of the Contract, have an approved Disadvantaged Business Enterprise (DBE) Affirmative Action Program Plan filed with the Equal Opportunity Office. Update and resubmit the plan every three years. No Contract will be awarded until the Department approves the Plan. The DBE Affirmative Action Program Plan is incorporated into and made a part of the Contract.~~

7-24.2 Required Contract and Subcontract DBE Assurance Language: In accordance with 49 CFR 26.13 (b), the Contract FDOT signs with the Contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance: "The Contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted Contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

1. Withholding monthly progress payments;
2. Assessing sanctions'
3. Liquidated damages; and/or
4. Disqualifying the Contractor from future bidding as non-responsible."

~~**7-24.3 Plan Requirements:** Include the following in the DBE Affirmative Action Program Plan:~~

~~1. A policy statement, signed by an authorized representative (president, chief executive officer, or chairman of the contractor), expressing a commitment to use DBEs in all aspects of contracting to the maximum extent feasible, outlining the various levels of responsibility, and stating the objectives of the program. Circulate the policy statement throughout the Contractor's organization.~~

~~2. The designation of a Liaison Officer within the Contractor's organization, as well as support staff, necessary and proper to administer the program, and a description of the authority, responsibility, and duties of the Liaison Officer and support staff. The Liaison Officer and staff are responsible for developing, managing, and implementing the program on a day-to-day basis for carrying out technical assistance activities for DBEs and for disseminating information on available business opportunities so that DBEs are provided an equitable opportunity to participate in Contracts let by the Department.~~

~~3. Utilization of techniques to facilitate DBE participation in contracting activities which include, but are not limited to:~~

~~a. Soliciting price quotations and arranging a time for the review of Plans, quantities, specifications, and delivery schedules, and for the preparation and presentation of quotations.~~

~~b. Providing assistance to DBEs in overcoming barriers such as the inability to obtain bonding, financing, or technical assistance.~~

~~c. Carrying out information and communication programs or workshops on contracting procedures and specific contracting opportunities in a timely manner, with such programs being bilingual where appropriate.~~

~~d. Encouraging eligible DBEs to apply for certification with the Department.~~

~~e. Contacting Minority Contractor Associations and city and county agencies with programs for disadvantaged individuals for assistance in recruiting and encouraging eligible DBE contractors to apply for certification with the Department.~~

7-24.4 DBE Records and Reports: Submit the following through the Equal Opportunity Compliance System:

1. DBE Commitments - at or before the Pre-Construction Conference.
2. Report monthly, through the Equal Opportunity Compliance System on the Department's Website, actual payments (including retainage) made to DBEs for work performed with their own workforce and equipment in the area in which they are certified. Report payments made to all DBE and Minority Business Enterprise (MBE) subcontractors and DBE and MBE construction material and major suppliers.

The Equal Opportunity Office will provide instructions on accessing this system. Develop a record keeping system to monitor DBE affirmative action efforts which include the following:

1. the procedures adopted to comply with these Specifications;
2. the number of subordinated Contracts on Department projects awarded to DBEs;
3. the dollar value of the Contracts awarded to DBEs;
4. the percentage of the dollar value of all subordinated Contracts awarded to DBEs as a percentage of the total Contract amount;
5. a description of the general categories of Contracts awarded to DBEs; and
6. the specific efforts employed to identify and award Contracts to DBEs.

Upon request, provide the records to the Department for review.

Maintain all such records for a period of five years following acceptance of final payment and have them available for inspection by the Department and the Federal Highway Administration.

7-24.5 Counting DBE Participation and Commercially Useful Functions: 49 CFR Part 26.55 specifies when DBE credit shall be awarded for work performed by a DBE. DBE credit can only be awarded for work actually performed by DBEs themselves for the types of work for which they are certified. When reporting DBE Commitments, only include the dollars that a DBE is expected to earn for work they perform with their own workforce and equipment. Update DBE Commitments to reflect changes to the initial amount that was previously reported or to add DBEs not initially reported.

When a DBE participates in a contract, the value of the work is determined in accordance with 49 CFR Part 26.55, for example:

1. The Department will count only the value of the work performed by the DBE toward DBE goals. The entire amount of the contract that is performed by

the DBE's own forces (including the cost of supplies, equipment and materials obtained by the DBE for the contract work) will be counted as DBE credit.

2. The Department will count the entire amount of fees or commissions charged by the DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services or for providing bonds or insurance specifically required for the performance of a Department-assisted contract, toward DBE goals, provided that the Department determines the fees to be reasonable and not excessive as compared with fees customarily followed for similar services.

3. When the DBE subcontracts part of the work of its contract to another firm, the Department will count the value of the subcontracted work only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.

4. When a DBE performs as a participant in a joint venture, the Department will count the portion of the dollar value of the contract equal to the distinct, clearly defined portion of the work the DBE performs with its own forces toward DBE goals.

5. The Contractors shall ensure that only expenditures to DBEs that perform a commercially useful function (CUF) in the work of a contract may be counted toward the voluntary DBE goal.

6. A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself.

7. Contractors wishing to use joint checks involving DBE credit must provide written notice to the District Contract Compliance Office prior to issuance of the joint check. The Contractor must also provide a copy of the notice to the DBE subcontractor and maintain a copy with the project records.

8. To determine whether a DBE is performing a commercially useful function, the Department will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and other relevant factors.

9. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation.

10. If a DBE does not perform or exercise responsibility for at least 30% of the total cost of its contract with its own workforce, or if the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, the DBE has not performed a commercially useful function.

7-24.6 Prompt Payments: Meet the requirements of 9-5 for payments to all DBE subcontractors.

7-26 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.

7-29 E-Verify.

The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

7-31 Title VI Assurance – DOT 1050.2A, Appendix A and Appendix E.

7-31.1 Appendix A: During the performance of this Contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

1. Compliance with Regulations: The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the US Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

2. Nondiscrimination: The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the basis of race, color, national origin or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including

employment practices when the Contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for subcontractors, including procurements of materials and equipment: In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, or sex.

4. Information and Reports: The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Florida Department of Transportation or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, order and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the Florida Department of Transportation, or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the Florida Department of Transportation shall impose such Contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

a. withholding of payments to the Contractor under the Contract until the Contractor complies, or

b. cancellation, termination or suspension of the Contract, in whole or in part.

6. Incorporation of Provisions: The Contractor shall include the provisions of this Appendix in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the Florida Department of Transportation or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the Florida Department of Transportation to enter into such litigation to protect the interests of the

Florida Department of Transportation, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

7-31.2 Appendix E: During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor" agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;

2. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired of Federal or Federal-aid programs and projects);

3. Federal-Aid Highway Act of 1973, (23 U.S.C § 324 et seq.), (prohibits discrimination on the basis of sex);

4. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;

5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);

6. Airport and Airway Improvement Act of 1982, (49 U.S.C. 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color national origins or sex);

7. The Civil Rights Restoration Act of 1987 (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

8. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

9. The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To

ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

12. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination based on sex in education programs, or activities (20 U.S.C. 1681 et seq.).

DBE Utilization

The Department began its DBE race neutral program January 1, 2000. **Contract specific goals are not placed on Federal/State contracts;** however, the Department has an overall 10.65% DBE goal it must achieve. In order to assist contractors in determining their DBE commitment level, the Department has reviewed the estimates for this letting.

As you prepare your bid, please monitor potential or anticipated DBE utilization for contracts. When the low bidder executes the contract with the Department, information will be requested of the contractor's DBE participation for the project. While the utilization is not mandatory in order to be awarded the project, continuing utilization of DBE firms on contracts supports the success of Florida's DBE Program, and supports contractors' Equal Employment Opportunity and DBE Affirmative Action Programs.

Any project listed as 0% DBE availability does not mean that a DBE may not be used on that project. A 0% DBE availability may have been established due to any of the following reasons: limited identified subcontracting opportunities, minimal contract days, and/or small contract dollar amount. Contractors are encouraged to identify any opportunities to subcontract to DBE's.

Please contact the Equal Opportunity Office at (850) 414-4747 if you have any questions regarding this information.

DBE Reporting

If you are the prime contractor on a project, enter your DBE participation in the Equal Opportunity Compliance system prior to the pre-construction or pre-work conference for all federal and state funded projects. This **will not** become a mandatory part of the contract. It will assist the Department in tracking and reporting planned or estimated DBE utilization. During the contract, the prime contractor is required to report actual payments to DBE and MBE subcontractors through the web-based Equal Opportunity Compliance (EOC) system.

All DBE payments must be reported whether or not you initially planned to utilize the company. In order for our race neutral DBE Program to be successful, your cooperation is imperative. If you have any questions, please contact EOOHelp@dot.state.fl.us.

Bid Opportunity List

The Federal DBE Program requires States to maintain a database of all firms that are participating or attempting to participate on FDOT-assisted contracts. The list must include all firms that bid on prime contracts or bid or quote subcontracts on FDOT-assisted projects, including both **DBE's and non-DBEs.**

Please complete the Bidders Opportunity List through the Equal Opportunity Compliance system within 3 business days of submission of the bid or proposal for ALL subcontractors or sub-consultants who quoted to you for specific project for this letting. The web address to the Equal Opportunity Compliance system is: https://www.fdot.gov/equalopportunity/eoc.shtm.

DBE/AA Plans

Contractors bidding on FDOT contracts are to have an approved DBE Affirmative Action Plan (FDOT Form 275-030-11B) on file with the FDOT Equal Opportunity Office before execution of a contract. DBE/AA Plans must be received with the contractors bid or received by the Equal Opportunity Office prior to the award of the contract.

Plans are approved by the Equal Opportunity Office in accordance with Ch. 14-78, Florida Administrative Code. Plans that do not meet these mandatory requirements may not be approved. Approvals are for a (3) three year period and should be updated at anytime there is a change in the company's DBE Liaison Officer and/or President. Contractors may evidence adoption of the DBE/AA Policy and Plan and/or a change in the designated DBE Liaison officer as follows:

- Print the first page of the document on company stationery ("letterhead") that indicates the company's name, mailing address, phone number, etc.
- Print the company's name in the "___" space; next to "Date" print the month/day/year the policy is being signed; record the signature of the company's Chief Executive Officer, President or Chairperson in the space next to "by" and print the full first and last name and position title of the official signing the policy.
- Print the DBE Liaison's full name, email address, business mailing address and phone number the bottom of email.

E-mail the completed and signed DBE AA Plan to: **eeoforms@dot.state.fl.us.**

The Department will review the policy, update department records and issue a notification of approval or disapproval; a copy of the submitted plan will not be returned to the contractor.