BID NO. 20250166
AGREEMENT BETWEEN CHARLOTTE COUNTY
and
V&H CONSTRUCTION, INC.
for
GILLOT BOULEVARD HURRICANE IAN REPAIRS

THIS CONSTRUCTION AGREEMENT, (the “Agreement”) is entered into by and between CHARLOTTE COUNTY, a political subdivision of the State of Florida, 18500 Murdock Circle, Port Charlotte, Florida 33948-1094 (hereinafter referred to as “County") and V&H CONSTRUCTION, INC., a Florida corporation authorized to conduct business in the State of Florida (hereinafter referred to as "Contractor").

WITNESSETH

WHEREAS, Hurricane Ian caused substantial damage to infrastructure in Charlotte County, including a segment of Gillot Boulevard, north of Blitman Street; and

WHEREAS, the County has received or anticipates receiving funding through the Federal Highway Administration (FHWA) administered by the Florida Department of Transportation (FDOT) under the Local Agency Program (LAP) for the repair and restoration of such infrastructure; and

WHEREAS, the County issued Invitation to Bid No. 20250166 in accordance with applicable procurement procedures to secure a qualified contractor for the Project; and

WHEREAS, the Contractor submitted the lowest responsive, responsible bid and has represented itself as possessing the requisite qualifications and experience to complete the Project; and

WHEREAS, the County desires to engage the Contractor to perform the Work, and the Contractor agrees to do so in accordance with all applicable federal, state, and local laws and LAP requirements.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

ARTICLE 1.
SCOPE OF WORK AND CONSTRUCTION DOCUMENTS

1.1. Scope of Work.
The Contractor shall furnish all labor, materials, equipment, supervision, and services necessary to perform and complete the construction improvements for Gillot Boulevard, North of Blitman Street, in strict accordance with the specifications, plans, and requirements set forth in the Bid Documents and this Agreement.

1.2. Bid Reference and Applicable Specifications.
The work shall include, but is not necessarily limited to, the scope defined in the Contractor's bid for RFB No. 20250166, the associated construction drawings, FDOT Standard Specifications for Road and Bridge Construction (latest edition), LAP provisions, and all documents identified in subsection 1.3 below.

1.3. Incorporated Documents.
The following documents are incorporated herein by reference and made a part of this Agreement:

a. This Agreement and any executed Amendments;
b. Charlotte County RFB No. 20250166 and all Addenda;
c. Contractor's complete bid submission (including unit prices and total bid of $435,840.30);
d. All FDOT and FHWA-mandated LAP clauses, certifications, and forms, including but not limited to: - FDOT Form 375-030-84 (Certification of Current Capacity and Contracts on Hand); - FDOT Form 375-030-85 (Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion); - FDOT Form 275-030-10 (Compliance with Nondiscrimination Requirements); - FDOT Form 375-040-34 (Disclosure of Lobbying Activities on Federal Aid Contracts); - FDOT Form 700-010-63 (Wage Rate Compliance);
e. Project technical specifications and construction plans;
f. Performance and Payment Bonds;
g. Insurance Certificates;
h. All LAP-related approvals and directives issued by FDOT or FHWA related to this Project.

1.4. Order of Precedence.
In the event of conflict between documents, the order of precedence shall be as follows:

a. Executed Amendments to this Agreement;
b. This Agreement;
c. Addenda to the Bid Documents;
d. LAP provisions and applicable FDOT standard terms;
e. Project-specific Technical Specifications;
f. Construction Plans;
g. Contractor's Bid;
h. FDOT Standard Specifications (as applicable).

1.5. LAP Compliance Obligations.
The Contractor acknowledges that the Project is subject to FHWA and FDOT oversight and agrees to comply with all applicable Local Agency Program requirements, including but not limited to the Florida Department of Transportation Local Agency Program Manual, applicable FDOT LAP Agreement(s), any subsequent directives issued by FDOT or FHWA, and all reporting, inspection, and close-out procedures.

Compliance with LAP obligations is a material term of this Agreement. Failure by the Contractor to comply with any applicable LAP requirement, including directives from FDOT, FHWA, or the County's designated CEI firm, shall be deemed a material breach of contract and shall entitle the County to withhold payment, terminate the Agreement for cause, and/or disqualify the Contractor from future County solicitations.

The Contractor shall be bound by any supplemental compliance conditions subsequently imposed by FDOT or FHWA during the term of the Agreement, whether or not such conditions are expressly incorporated into the original Bid Documents.

1.6. Coordination and Performance.
The Contractor shall complete the work in accordance with the timeframes set forth in Section 3 below, and shall coordinate with County staff, the Construction Engineering and Inspection (CEI) firm, and FDOT as required throughout the performance of the Project. The Contractor shall respond promptly to all directives issued by FDOT, FHWA, or the CEI, and failure to comply with any written directive relating to federal or state funding compliance may be treated as a material breach.

1.7. Environmental and Safety Compliance.
The Contractor shall comply with all applicable federal, state, and local environmental, traffic control, and safety requirements in performance of the Work. This includes, without limitation, adherence to the Manual on Uniform Traffic Control Devices (MUTCD), FDOT-approved Maintenance of Traffic (MOT) plans, erosion and sedimentation control measures, and applicable National Environmental Policy Act (NEPA) requirements where applicable. The Contractor shall cooperate fully with any environmental reviews or compliance audits required by FHWA, FDOT, or other regulatory agencies. Noncompliance with any applicable safety or environmental standard shall be deemed a material breach of this Agreement.

ARTICLE 2.
COMPENSATION AND PAYMENT TERMS

2.1. Contract Price.
The Contractor shall submit invoices on a monthly basis for work performed during the preceding month. All invoices must be certified by the CEI firm and accompanied by documentation sufficient to verify the Work performed, including, but not limited to, pay item quantities, material certifications, payrolls (if applicable), DBE/EEO compliance documentation, and any FDOT- or LAP-required forms. Invoices must conform to the requirements of 2 CFR § 200.305(b), and the County reserves the right to reject or withhold payment on any invoice lacking complete or accurate documentation as required under 4 federal, state, or LAP standards. Contractor must use FDOT-approved invoice templates where applicable.

2.2. Invoicing and Documentation Requirements.
The Contractor shall submit invoices on a monthly basis for work performed during the preceding month. All invoices must be certified by the CEI firm and accompanied by documentation sufficient to verify the Work performed, including, but not limited to, pay item

quantities, material certifications, payrolls (if applicable), DBE/EEO compliance documentation, and any FDOT- or LAP-required forms. Invoices must conform to the requirements of 2 CFR § 200.305(b), and the County reserves the right to reject or withhold payment on any invoice lacking complete or accurate documentation as required under federal, state, or LAP standards. Contractor must use FDOT-approved invoice templates where applicable.

2.3. Prompt Payment.
The County shall review and process undisputed invoices for payment in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

2.4. Federal Reimbursement Condition.
The Contractor acknowledges that this project is funded in part through the Federal Highway Administration (FHWA) under the Local Agency Program (LAP). The LAP program operates on a reimbursement basis; the County does not receive funds in advance. The Contractor shall not condition its performance or payment expectations on the County's receipt of FHWA or FDOT reimbursement. The County will pay the Contractor first and then seek reimbursement through the LAP Agreement. Payment to the Contractor shall not be contingent upon reimbursement from the State or federal government.

2.5. Retainage.
The County may withhold a retainage of up to five percent (5%) of each approved progress payment until Final Acceptance of the Work, unless otherwise required by FDOT or waived in writing by the County.

2.6. Unauthorized Work.
The County shall not be obligated to pay for any work or materials not expressly authorized by this Agreement or properly executed Change Order.

2.7. No Waiver by Payment.
No payment shall be interpreted to constitute approval or acceptance of any portion of the Work not performed in strict compliance with this Agreement, the Project Documents, and all applicable FDOT and LAP standards. Payments are provisional and may be adjusted or clawed back in whole or in part if subsequent audits or reviews determine that work was non-compliant or undocumented in any material respect.

2.8. Billing Documentation Responsibility.
The Contractor is responsible for maintaining accurate, complete, and federally compliant billing and pay documentation. Failure to provide required supporting documentation, including but not limited to CEI certifications, DBE reports, wage compliance records, or materials certifications, shall entitle the County to reject or delay payment without penalty. This clause shall survive Final Acceptance.

ARTICLE 3.
TIME FOR PERFORMANCE

3.1. Notice to Proceed.
The Contractor shall commence work within ten (10) calendar days following the County's issuance of a written Notice to Proceed ("NTP"). Failure to commence work within this time frame without written authorization from the County shall constitute a material breach of this Agreement and may serve as grounds for termination under Section 6.2(a). The Contractor shall coordinate with the County, the CEI firm, and FDOT prior to mobilization.

3.2. Completion Deadline.
The Contractor shall achieve Final Completion of the Work no later than sixty (60) calendar days following the date of the NTP, unless extended by a properly executed Change Order. Any such Change Order that extends contract time must be reviewed and approved by FDOT in writing to be effective under LAP requirements.

3.3. Time is of the Essence.
Time is of the essence in the performance of this Agreement. Delays in completion of the Project may result in the loss of FHWA reimbursement, negative audit findings, or disqualification from participation in future federally funded or LAP-administered contracts. The County shall have discretion to treat excessive or unjustified delays as a basis for corrective action.

3.4. Liquidated Damages.
Liquidated damages shall apply for failure to achieve Substantial or Final Completion within the prescribed contract time. Liquidated damages shall be assessed in accordance with FDOT Standard Specification Section 8-10, based on the original contract amount and the number of days delayed. These damages are enforceable independently of reimbursement timing.

3.5. Time Extensions.
Requests for time extensions must be submitted in writing to the County before the expiration of the applicable completion period. The burden of proof rests on the Contractor to demonstrate entitlement to an extension, including documentation showing the delay was beyond its control. The CEI must certify that the delay was not caused by the Contractor for the extension to be eligible for approval. Contractor shall submit supporting documentation including CEI-certified weather logs, site logs, and written correspondence substantiating any excusable delay.

3.6. Pre-Work Notice.
The Contractor shall provide a minimum of ten (10) calendar days' advance written notice to the County, the CEI firm, and the FDOT LAP Coordinator prior to commencement of physical work at the Project site. Failure to provide such notice may result in the delay of reimbursement eligibility and may be treated as a procedural breach of this Agreement.

SECTION 4.
BONDS AND INSURANCE

4.1. Surety Bonds.
The Contractor shall furnish to the County, within fourteen (14) calendar days after execution of this Agreement, the following surety bonds:

a. A Performance Bond in the full amount of the Contract Price, guaranteeing the full and faithful performance of the Work in accordance with this Agreement;
b. A Payment Bond in the full amount of the Contract Price, guaranteeing payment to all persons supplying labor, materials, and supplies for the Work.

The Contractor shall ensure that each surety bond incorporates the applicable federal and state provisions required by LAP, FDOT, and FHWA, and shall include a clause acknowledging the availability of federal funding and compliance with all terms and conditions required as a result thereof.

Prior to the commencement of any work, the Contractor shall furnish the County with a Performance Bond and a Payment Bond, each in the amount of 100% of the Contract Price, as required by § 255.05, Florida Statutes, and 2 C.F.R. § 200.326, to ensure the faithful performance of the Contract and the payment of all obligations arising thereunder.

All bonds shall be issued by a surety company authorized to do business in the State of Florida, rated no less than “A-” by A.M. Best, and listed on the U.S. Department of the Treasury’s Circular 570. Each bond shall be submitted in a form acceptable to the County and shall remain in full force and effect for the duration of the Contract, including any warranty period.

The bonds must be fully executed and submitted to the County prior to the issuance of a Notice to Proceed or the commencement of any work.

4.2. Bond Requirements.
All bonds shall:

a. Be issued by a surety authorized to conduct business in the State of Florida and listed on the U.S. Department of the Treasury’s Circular 570;
b. Be executed on forms prescribed by or acceptable to the County and FDOT;
c. Remain in full force and effect for a period of one (1) year following Final Acceptance of the Work, unless a longer period is required under applicable law or this Agreement.

Bonds shall also include provisions ensuring that the surety remains liable for latent defects or noncompliant work discovered post-completion if attributable to a breach occurring during the bond term.

4.3. Insurance Coverage.
The Contractor shall procure and maintain throughout the term of this Agreement the insurance coverages and limits specified in the Bid Documents and the LAP Manual, including:

a. Commercial General Liability Insurance;
b. Business Automobile Liability Insurance;

c. Workers' Compensation Insurance meeting the statutory requirements of the State of Florida;
d. Employer's Liability Insurance;
e. Excess or Umbrella Liability coverage as required to meet the total limit requirements.

All policies must be written on an occurrence basis unless expressly approved otherwise by the County Risk Manager.

The Contractor shall maintain insurance coverage during the term of this Agreement as set forth herein and in accordance with the Florida Department of Transportation's Local Agency Program (LAP) Agreement requirements. All insurance shall be issued by companies authorized to do business in the State of Florida and rated no less than "A-" by A.M. Best.

At a minimum, the Contractor shall carry and keep in force the following coverage:

a. **Commercial General Liability Insurance** with limits of at least:
- $200,000 for bodily injury or death to any one person,
- $300,000 for bodily injury or death to two or more persons in any one occurrence, and
- $200,000 for property damage in any one occurrence.

b. **Automobile Liability Insurance**, covering all owned, non-owned, and hired vehicles used in connection with the performance of this Agreement, with combined single limits not less than $1,000,000 per occurrence.

c. **Workers' Compensation Insurance**, as required by Florida law, including Employer's Liability Coverage with minimum limits of $500,000.

d. **Professional Liability Insurance** (if applicable), with limits of no less than $1,000,000 per claim.

The County and FDOT shall be named as **additional insureds** on all liability coverages except workers' compensation. All policies shall include a waiver of subrogation in favor of the County and FDOT and shall provide at least 30 days' notice prior to cancellation, non-renewal, or material change.

The Contractor shall furnish the County with current certificates of insurance evidencing compliance with the above requirements before any work commences. Insurance coverage must remain in full force and effect throughout the duration of the Contract.

4.4. Insurance Policy Requirements.

All insurance policies shall:

a. Name the County, FDOT, and FHWA as additional insureds to the extent of their interests;
b. Be primary and non-contributory with respect to any other insurance or self-insurance carried by the County;
c. Include a waiver of subrogation in favor of the County;
d. Provide that coverage shall not be canceled or materially altered without at least thirty (30) days' prior written notice to the County and FDOT; and

e. Comply with all applicable LAP and FHWA insurance requirements, including the inclusion of federal clauses where mandated.

4.5. Proof of Insurance.
The Contractor shall furnish the County with certificates of insurance evidencing the required coverage prior to commencement of the Work and shall furnish copies of all policies and endorsements upon request. The County reserves the right to reject any policy that fails to comply with the specifications set forth herein or with the LAP Manual.

4.6. Breach of Bond or Insurance Obligations.
The Contractor's failure to maintain required bonds or insurance shall constitute a material breach of this Agreement and shall be grounds for immediate termination by the County. Such failure shall also render any payment otherwise due to the Contractor subject to immediate withholding pending full cure and re-verification of compliance.

ARTICLE 5.
GENERAL CONDITIONS

5.1. Contract Administration.
The County shall designate a Project Manager to serve as its authorized representative for all technical and administrative matters under this Agreement. The Project Manager shall have authority to issue written directives, evaluate performance, and interpret the Contract Documents subject to the County's final decision-making authority.

5.2. Construction Engineering and Inspection (CEI) Oversight.
The County shall retain an FDOT-approved CEI firm to oversee the Project. The CEI shall monitor all construction activities, review documentation, certify pay quantities, enforce compliance with LAP and FDOT standards, and report any deficiencies or deviations to the County and FDOT.

5.3. Subcontractors and DBE Compliance.
No subcontractor shall be engaged by the Contractor without prior written approval of the County and FDOT. The Contractor shall remain responsible for the performance of its subcontractors and must ensure all DBE utilization and reporting requirements are met in accordance with LAP and federal funding rules.

5.4. Change Orders.
No change in the scope, time, or price of the Work shall be valid unless authorized by a written Change Order executed by the County and approved, as applicable, by FDOT. Unauthorized work performed without a fully executed Change Order shall not be reimbursable.

5.5. Records Retention and Audit Access.
Upon execution of this Agreement, the County reserves the right to audit all records of the Contractor related to performance of the Work. The County, FDOT, FHWA, or their authorized representatives may conduct such audits at any time prior to final payment, and at any time within ten (10) years following Final Acceptance of the Work. This right

of audit includes, but is not limited to, all books of account, supporting documents, cost records, subcontractor records, payrolls, and any other data the County deems necessary to verify compliance with the terms of this Agreement.

The Contractor shall retain all records pertinent to the Project for not less than ten (10) years from the date of Final Acceptance by the County, or such longer period as may be required by applicable law. Upon request, the Contractor shall make such records available to the County or its representatives within a reasonable time and at no cost.

The Contractor shall ensure that all subcontractors and material suppliers similarly retain and make available their records for audit by the County or its authorized representatives. Failure to produce records or cooperate with audit requests may be deemed a material breach of this Agreement and may subject the Contractor to disqualification or suspension from future County procurements.

5.6. Assignment.
This Agreement may not be assigned, in whole or in part, by the Contractor without the prior written consent of the County. Any attempted assignment without such consent shall be null and void.

5.7. Governing Law and Venue.
This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any legal action arising under this Agreement shall be in the Twentieth Judicial Circuit in and for Charlotte County, Florida.

5.8. No Waiver of Sovereign Immunity.
Nothing in this Agreement shall be construed as a waiver of the County's sovereign immunity or the limits of liability set forth in section 768.28, Florida Statutes, as amended. The parties acknowledge that the County is a political subdivision of the State of Florida and entitled to the full benefit of sovereign immunity protections.

5.9. Conflict Resolution Procedures.
In the event of any dispute, claim, or disagreement arising under this Agreement, the Contractor shall first submit written notice of the issue to the County's designated Project Manager and the CEI firm for joint resolution. No legal action or request for equitable adjustment shall be initiated unless and until the Contractor has made a good-faith effort to resolve the dispute through this administrative process. The County may require a written position statement from the CEI prior to rendering a final decision.

If the matter remains unresolved, the County may, at its sole discretion, submit the issue to FDOT for technical determination in accordance with LAP guidance. Nothing in this Section shall prevent the County from seeking immediate injunctive or equitable relief where necessary to protect public safety or preserve federal funding.

ARTICLE 6.
TERMINATION AND DEFAULT

6.1. Termination for Convenience.
The County may terminate this Agreement in whole or in part, without cause and for its convenience, by providing the Contractor with not less than thirty (30) calendar days' prior written notice. In such event, the Contractor shall be paid for all work properly performed up to the date of termination, including any unavoidable and substantiated demobilization costs approved by the County.

Termination under this Section shall not waive the County's right to audit all costs and records incurred prior to the effective termination date and to recover any amounts disallowed under federal or LAP rules.

6.2. Termination for Cause.
The County may terminate this Agreement for cause if the Contractor:

a. Fails to begin work within the time specified;
b. Fails to perform the Work with sufficient diligence to ensure timely completion;
c. Fails to comply with any applicable federal, state, or local law, ordinance, rule, or regulation, including but not limited to the FDOT Local Agency Program Manual, FDOT Standard Specifications for Road and Bridge Construction, the Uniform Administrative Requirements at 2 CFR Part 200, or applicable environmental or safety standards;
d. Fails to maintain required bonds or insurance;
e. Fails to make payments to subcontractors or suppliers in accordance with contractual obligations;
f. Fails to cooperate with CEI oversight, audit investigations, or FDOT/FHWA inspections;
g. Fails to timely submit documentation required under the LAP Manual or this Agreement;
h. Fails to cure FDOT, FHWA, or CEI-identified deficiencies within the time prescribed; or
i. Otherwise materially breaches any term or condition of this Agreement.

Prior to termination for cause, the County shall provide written notice to the Contractor describing the nature of the default and a reasonable opportunity to cure, not to exceed seven (7) calendar days unless otherwise stated in the notice.

6.3. FDOT or FHWA Directed Termination.
The County shall have the right to immediately suspend or terminate the Agreement if directed to do so by FDOT or FHWA, or if federal funding is withdrawn or materially reduced.

6.4. Effect of Termination.
Termination shall not relieve the Contractor of liability for damages sustained by the County as a result of Contractor's default. Upon termination, the County may procure the remainder of the Work from other sources, and the Contractor shall be liable to the County for any excess costs incurred.

The County may also seek reimbursement from the Contractor for any disallowed costs, federal funding clawbacks, or audit penalties incurred due to the Contractor's breach or noncompliance with LAP or FHWA requirements.

6.5. Survival.
All provisions of this Agreement relating to indemnification, audit access, records retention, and warranty obligations shall survive any termination of this Agreement.

ARTICLE 7.
WARRANTIES AND FINAL ACCEPTANCE

7.1. Warranty of Work.
The Contractor warrants that all materials and equipment furnished under this Agreement shall be new and of good quality. All Work shall be performed in a good and workmanlike manner, free from defects, and in full conformance with the Contract Documents, applicable laws, and regulations. The Contractor's warranty also includes compliance with FDOT Standard Specifications for Road and Bridge Construction and all LAP-required workmanship standards, regardless of whether defects are visible at the time of Final Acceptance.

7.2. Warranty Period.
The warranty period shall begin upon the County's written Final Acceptance of the Work and shall continue for a period of one (1) year, unless a longer period is required by law or specified in the Contract Documents. The Contractor shall, at its sole cost and expense, promptly correct any defective or non-conforming Work identified during the warranty period.

For any repaired or replaced Work, the warranty period shall restart upon completion of such correction and acceptance by the County. All warranty obligations extend to deficiencies or noncompliance identified during LAP, CEI, or FHWA inspections conducted within the original or any extended warranty period.

7.3. Manufacturer and Supplier Warranties.
The Contractor shall assign to the County all manufacturer and supplier warranties applicable to materials, equipment, or systems provided under this Agreement. These assignments shall be made effective upon Final Acceptance.

7.4. Final Acceptance.
Final Acceptance shall occur only upon written determination by the County, with concurrence by the CEI and FDOT, that the Work is complete in all material respects and performed in accordance with this Agreement. Final Acceptance must be documented in writing and shall not waive the County's rights with respect to latent defects, warranty enforcement, or audit and inspection findings issued after acceptance. No language in this Section shall limit the County's rights under Section 5.5 (Audit) or Section 6 (Termination and Default).

7.5. Punch List Completion.
Prior to Final Acceptance, the Contractor shall complete all punch list items identified by the County or CEI during the final inspection. No final payment shall be made until all such items have been completed to the satisfaction of the County.

7.6. No Waiver by Final Acceptance.
The County's issuance of Final Acceptance shall not operate as a waiver of any rights or claims it may have against the Contractor under this Agreement, including without limitation warranty enforcement, indemnity, and audit-related remedies.

7.7. Extended Product Warranties.
If any product or equipment used on the Project includes a manufacturer warranty of greater than one year, Contractor shall assign such warranty in full to the County and provide all documentation thereof.

ARTICLE 8.
INDEMNIFICATION AND LIABILITY

8.1. Contractor's Indemnification Obligations.
To the fullest extent permitted by Florida law, the Contractor shall indemnify, defend, and hold harmless the County, FDOT, FHWA, and their officers, agents, and employees from and against any and all claims, damages, losses, liabilities, costs, and expenses, including but not limited to attorneys' fees and costs, arising out of or resulting from:

a. The performance of the Work under this Agreement;
b. Any act or omission of the Contractor or its employees, subcontractors, suppliers, or anyone acting on its behalf;
c. Any claim of infringement of any patent, copyright, or trademark arising from the Contractor's performance;
d. Any bodily injury, sickness, disease, or death of any person, or injury to or destruction of tangible property caused by the Contractor.

8.2. Limitations.
This indemnification obligation shall not be construed to extend to any liability caused by the sole negligence of the County. If a court of competent jurisdiction determines that section 725.06, Florida Statutes, applies to this Agreement, then the monetary limitation on indemnification shall be $1,000,000 per occurrence, or such greater amount as may be provided by the Contractor's insurance policies. This indemnity obligation shall apply in cases of joint or concurrent negligence, except to the extent of the County's sole negligence as determined by a court of competent jurisdiction. The Contractor shall remain liable for all costs imposed on the County by any federal agency as a result of acts or omissions giving rise to a breach of this Agreement, including but not limited to disallowed costs, audit penalties, and reimbursement failures.

8.3. Independent Duty.
The Contractor's duty to indemnify under this Section is independent of any insurance coverage maintained under this Agreement and shall survive the expiration or earlier termination of this Agreement.

8.4. Notice and Defense.
The County shall promptly notify the Contractor of any claim for which indemnification is sought. The Contractor shall assume the defense of such claim with counsel reasonably acceptable to the County, subject to the County's right to participate in the defense with its own counsel at its own expense. If the Contractor fails to assume defense of a claim within a reasonable time after notice, or if a conflict of interest arises, the County may retain separate counsel at the Contractor's expense. The Contractor shall assume the defense of such claim with counsel reasonably acceptable to the County, subject to the County's right to participate in the defense with its own counsel at its own expense.

8.5. No Waiver of Immunity.
Nothing herein shall be construed to constitute a waiver of sovereign immunity by the County or any other indemnified entity, or to create liability beyond the limits set forth in section 768.28, Florida Statutes.

ARTICLE 9.
PUBLIC RECORDS AND COMPLIANCE WITH LAWS

9.1. Public Records Compliance.
The Contractor shall comply with all applicable requirements of Chapter 119, Florida Statutes, and shall:

a. Keep and maintain public records required by the County in performance of this Agreement;
b. Upon request, provide the County with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed that provided in Chapter 119, Florida Statutes;
c. Ensure that public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law;
d. Meet all requirements for retaining public records and transfer, at no cost, to the County all public records in possession of the Contractor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt.

Failure to comply with the requirements of this Section may result in immediate termination of this Agreement for cause, disqualification from future County contracts, and any other remedies available under Chapter 119, Florida Statutes, or applicable law.

9.2 IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CHARLOTTE COUNTY, 18500 MURDOCK CIRCLE, PORT CHARLOTTE, FLORIDA 33948, (941) 743-1441.

9.3. Compliance with Laws.

The Contractor shall comply with all applicable federal, state, and local laws, regulations, executive orders, and ordinances, including but not limited to the Americans with Disabilities Act (ADA), Equal Employment Opportunity (EEO), Disadvantaged Business Enterprise (DBE) requirements, and all FDOT and FHWA regulations applicable to LAP-funded contracts. This includes compliance with the FDOT LAP Manual, all FHWA orders, and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200).

9.4. Inspector General Cooperation.
In accordance with Section 17 of the Local Agency Program (LAP) Agreement and § 20.055(5), Florida Statutes, the Contractor agrees to cooperate with the Florida Department of Transportation's Office of Inspector General (FDOT-OIG) and the Florida Department of Transportation in any investigation, audit, inspection, review, or hearing conducted pursuant to this section.

The Contractor shall ensure that this obligation is incorporated into all subcontracts issued in connection with this Agreement. Specifically, 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 such matter. Failure to comply with this requirement shall be deemed a material breach of the Agreement.

9.5. Nondiscrimination.
The Contractor shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion, or familial status in the performance of this Agreement and shall comply with Title VI and Title VII of the Civil Rights Act of 1964, the Age Discrimination Act, Section 504 of the Rehabilitation Act, and the ADA, as applicable.

ARTICLE 10.
MISCELLANEOUS PROVISIONS

10.1. Entire Agreement.
This Agreement, including all incorporated documents, constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement includes all documents referenced in Section 1.3 and shall be interpreted to incorporate all FDOT and FHWA-mandated LAP forms, certifications, and compliance requirements, whether or not separately attached.

10.2. Amendments.
No amendment or modification to this Agreement shall be valid unless in writing and executed by duly authorized representatives of both parties. Any amendment affecting LAP-funded work shall require written approval from FDOT prior to becoming effective.

10.3. Severability.
If any provision of this Agreement is held to be illegal, invalid, or unenforceable, such provision shall be severed, and the remaining provisions shall remain in full force and effect.

10.4. Waiver.
The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver of the right to enforce such provision in the future.

10.5. Headings.
Headings and section titles in this Agreement are for convenience only and shall not affect the interpretation of the terms.

10.6. Execution in Counterparts.
This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

10.7. Electronic Signatures.
Electronic signatures shall be deemed to have the same legal effect as original signatures and may be used to execute this Agreement in accordance with applicable law, including Chapter 668, Florida Statutes.

10.8. Federal Debarment Certification.
Contractor certifies it is not currently listed on any state or federal debarment or exclusion list, including the FDOT Suspended Contractor list or the federal SAM.gov exclusion database.

10.9. Required Federal-Aid Forms
The Contractor shall complete, execute, and submit the following Federal-Aid compliance forms as a condition of award and contract execution. These forms shall be incorporated into the final contract package:

a) Conflict of Interest Certification – FDOT Form No. 525-010-40

b) Non-Collusion Declaration – FDOT Form No. 575-060-13

The failure to submit these forms fully executed, or to disclose a material conflict or collusive conduct, shall be grounds for rejection of the bid, contract termination, or disqualification from future LAP-funded projects.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the date and year last written below.

WITNESSES:

Signed By: _____

Print Name: ICARA L CAMERON

Date: 6/16/2025

V&H CONSTRUCTION, INC

By: _____
Rade Vujaklija, President

Date 6/16/25

ATTEST:
Roger D. Eaton, Clerk of the Circuit Court and Ex-Officio Clerk to the Board of County Commissioners

By: _____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS OF CHARLOTTE COUNTY, FLORIDA

By: _____
Hector Flores, County Administrator

Date: 6/16/25

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

By: _____
Janette S. Knowlton, County Attorney
LR25-0622

Exhibit List.

Exhibit A – Notice of Availability of BID Specifications.

Exhibit B – 25-166 V&H Construction - Bid Response.

Exhibit C – Addendum 1.

Exhibit D – Addendum 2.

Exhibit E – Addendum 3.

Exhibit F – Human Trafficking Affidavit Form 357-030-31.

Exhibit G – Request for Administrative Signature.

Exhibit A – Notice of Availability of BID Specifications

Charlotte County Purchasing Division
18500 Murdock Circle, Suite 344
Port Charlotte, Florida 33948-1094

Phone 941.743.1378
Fax 941.743.1384

NOTICE OF AVAILABILITY OF BID SPECIFICATIONS

REQUEST FOR BIDS
CHARLOTTE COUNTY, FLORIDA

The County of Charlotte will be receiving sealed bids at the Purchasing Division, Suite 344, Charlotte County Administration Center, 18500 Murdock Circle, Port Charlotte, FL 33948-1094, for:

GILLOT BOULEVARD, NORTH OF BLITMAN STREET, CONSTRUCTION REPAIRS
BID NO. 20250166

It is the intent of Charlotte County to secure the services of a licensed Contractor for repairs to restore Gillot Boulevard, north of Blitman Street, to pre-Hurricane Ian conditions. Restoration includes the repair of the roadway, guardrail, asphalt pad, storm pipe replacement, concrete, unpaved shoulder, swale, drainage, and embankment washout. Estimated Budget is $567,960.

Local licenses required: FDOT Certified; must be FDOT Prequalified in Grading and Drainage

PRE-BID CONFERENCE: 9:30 a.m., JANUARY 29, 2025
PURCHASING DIVISION CONFERENCE ROOM

BID OPENING: 2:00 p.m., FEBRUARY 19, 2025
PURCHASING DIVISION CONFERENCE ROOM

Bid Documents may be obtained by accessing the Charlotte County Purchasing Division's website a t https://purchasingbids.charlottecountyfl.gov under "Purchasing Bids Online", document number 251662. Any questions can be answered by contacting Sheri Strong, Contract Specialist at 941.743.1373 or email: sheri.strong@charlottecountyfl.gov.

OPTIONAL ELECTRONIC BID SUBMISSIONS: If your firm would like to submit your bid electronically, please visit http://bit.ly/3TYAyKa and follow given instructions.

Notice of Availability
Posted: 01/15/2025

Sun Newspaper
Publish Date: 01/17/2025

Charlotte County Purchasing Division
18500 Murdock Circle, Suite 344
Port Charlotte, Florida 33948-1094

Phone 941.743.1378
Fax 941.743.1384

STATEMENT OF NO BID

If you **do not** intend to bid on this commodity/service, please return this form to the above address immediately. If this statement is not completed and returned, your company may be deleted from the Charlotte County Vendors' list for this commodity/service.

We the undersigned, have declined to bid on requested commodity/service **BID #20250166, GILLOT BOULEVARD, NORTH OF BLITMAN STREET, CONSTRUCTION REPAIRS,** for the following reason(s):

_____ Specifications too "tight", i.e. geared toward one brand or manufacturer only (explain below).

_____ Insufficient time to respond to the Invitation to Bid.

_____ We do not offer this product or service.

_____ Our schedule would not permit us to perform.

_____ Unable to meet bond/insurance requirements.

_____ Unable to meet specifications.

_____ Specifications are unclear (explain below).

_____ Remove us from your vendors' list for this commodity/service.

_____ Other (specify below).

Remarks:_____
_____
_____
_____

Company Name: _____

Contact Person (typed or printed): _____

Contact Person Signature: _____

Phone: _____ Fax: _____

E-Mail Address: _____

Note: Statement of No Bid may be emailed to sheri.strong@charlottecountyfl.gov.

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BID NO. 20250166

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ATTACHMENTS

- **Permit Fees (2 pages)**
- **Maintenance of Traffic Policy (MOT) (6 pages)**
- **LAP Specifications Package (72 pages)**
- **Federal Aid Construction Contracts FHWA 1273 (14 pages)**
- **US Army Corps of Engineers Permit (25 pages)**
- **Detailed Damage Inspection Report (DDIR) (2 pages)**
- **Utilities (LAP) (1 page)**
- **ROW (LAP) (1 page)**
- **Railroad (LAP) (1 page)**
- **Certification for Disclosure of Lobbying Activities (1 page)**
- **Certification of Current Capacity and Contracts on Hand (2 pages)**
- **Certification Regarding Debarment or Suspension (1 page)**
- **Non-Collusion Declaration and Compliance (3 pages)**
- **Prevailing Wages (5 pages)**
- **Environmental Determination Worksheet (3 pages)**
- **Contract Plans (15 pages)**

IB-01 QUALIFICATIONS OF BIDDERS: It is the intent of the County to award the contract to the lowest responsive, responsible bidder, qualified by experience and capable of providing collateral as bond and/or bondable to a surety company acceptable to the County in the amount of 100% of the awarded contract price. Successful bidder must furnish a Performance and Payment Bond satisfactory to the County within fourteen (14) calendar days after notification of award, as described in IB-08.

IB-02 GENDER DESIGNATION: The County and the Contractor are treated throughout the Contract Documents as if each were of the singular number and masculine gender.

IB-03 EXAMINATION OF DOCUMENTS/SITE: Prior to the submission of a bid form, bidders shall examine the documents, visit the site of the work, and fully inform themselves as to all existing conditions and limitations that affect the work to be performed under the contract.

A. Examination of Documents - The bidding Contractor is instructed to carefully examine the bid package, including the Request for Bids, Instructions to Bidders, Technical Specifications & Conditions, Special Provisions, General Provisions, Insurance Requirements, Safety and Health Requirements, Permit Fees, Maintenance of Traffic Policy (M.O.T.), Plans and all other related bid documents, including all modifications thereof, incorporated in the bid package.

Discrepancies, omissions, or questions about the intent of the documents should be submitted to the Purchasing Division in written form as a request for interpretation no later than five (5) calendar days prior to bid opening (or shall be verbally addressed at the pre-bid conference).

B. Examination of Site: Prior to submitting a bid form, each bidder shall examine the site and all conditions thereon. All bid forms shall be presumed to include all such existing conditions as may affect any work to be done on this project. Failure to familiarize himself with such conditions will in no way relieve the successful bidder from the necessity of furnishing any materials or performing any work that may be required to complete the work in accordance with the drawings and Specifications.

C. Interpretations of any of the bid documents or the project will be in the form of a written addendum to the documents, which will be posted on the purchasing website. The County will attempt to notify all prospective bidders of the issuance of addenda, however, it is the responsibility of the bidder, prior to submitting his bid, to determine if addenda were issued, acknowledging and incorporating it into their bid. Receipt of any addenda by each bidder must be acknowledged on the bid form, indicating the addendum number and date of issue, therein becoming a part of the contract. No oral explanations shall be binding.

IB-04 PREPARATION OF SUBMISSION OF BID FORM REQUIREMENTS: Bid Forms shall be made on forms supplied by the County, or reasonable facsimile thereof and attached thereto, or as otherwise specified. Indicate the number of calendar days required to complete the project (unless length of time required for completion is identified by the County in the Bid Form) and acknowledge receipt of any addenda received during the bid period.

Each bid must give the full business address of the bidder and state whether bidder is an individual, corporation or partnership. Bid Forms by a corporation must be signed in the name of the corporation, followed by the original signature and designation of the officer or other person authorized to bind the corporation.

Any erasures or other corrections in the bid form must be explained or noted over the signature of the bidder. Bid Forms containing any conditions, omissions, unexplained erasures, alterations, or irregularities of any kind may be rejected by the County.

Bid documents and forms shall be submitted sealed, and the envelope/package clearly marked with the Bid Number and the Name and Business Address of the individual or firm submitting the bid. Bids postmarked prior to said time and date but not received shall **not** be considered and will be returned to bidder unopened, with explanation.

Bid Guarantee: Each bid must be accompanied by a bid bond or cashier's check in the amount not less than five percent (5%) of the total amount of the bid as a guarantee that the bidder will not withdraw his bid for a period of 60 days after scheduled opening of bids. Cashier's Checks (as bid bond) will be returned to all bidders after award of bid.

IB-05 BID TABULATIONS: In accordance with Florida Statues, Section 119(1)(b)2: Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. Those bidders interested in receiving a copy of the results of this bid once they are released may do so by visiting our website at https://purchasingbids.charlottecountyfl.gov under "Purchasing Bids Online", Document Number 251664. No information regarding the submittal will be divulged over the telephone.

IB-06 RESERVED RIGHTS: The County reserves the right to accept or reject any and/or all bids, to waive irregularities and technicalities, and to request resubmission of bids. Also, the County reserves the right to accept all or any part of the bid and to increase or decrease quantities to meet additional or reduced requirements of the County. Any sole response received the first submission date may be rejected by the County depending on available competition and timely needs of the County.

IB-07 FORM OF CONTRACT: The submitted Bid Form signed by the Bidder, together with the complete bid package furnished by the County, shall constitute a binding contract. The Bidder shall be required to perform according to the Bidder's submitted Bid Form and the County's bid package when a purchase order, signed by the Senior Division Manager - Purchasing or his/her designee, is transmitted to the Bidder. The transmitted purchase order shall serve as both a Notice of Acceptance and Notice to Proceed to the Bidder. Failure to comply with the conditions set forth in the purchase order shall be deemed a breach of contract subjecting the Bidder to forfeiture of the bid bond or other posted security and other possible penalties.

IB-08 PERFORMANCE/PAYMENT BOND: If awarded the contract, the Contractor shall furnish a Performance and Payment Bond bound to "**Charlotte County**" to the Purchasing Division within 14 calendar days after notification of award. In addition, the Contractor shall be responsible and bear all costs associated to record Performance and Payment Bond with the Charlotte County Clerk of the Circuit Court. Receipt of said recording shall be furnished to the Purchasing Division.

The failure of the successful bidder to execute such agreement within fourteen (14) days after award of the contract, or with such extended period as the County may grant, shall constitute a default. The bidder shall then forfeit to the County a full amount of the Bid Guarantee.

IB-09 NOTICE TO PROCEED/DELIVERY: A pre-construction conference will be called, at which time a starting date will be determined. A Notice to Proceed, or Purchase Order, shall be issued bearing the agreed-upon date. No work under the Contract shall commence until after the Notice to Proceed/Purchase Order has been issued and signed by the awarded Contractor.

IB-10 PAYMENT: Request for payment must be submitted to the Charlotte County Purchasing Division on a form approved by the County. All invoices will be paid in accordance with the Local Government Prompt Payment Act, Section 218.74 F.S.

IB-11 PERFORMANCE EVALUATION: At the end of the Contract, the receiving department will evaluate the successful bidder's performance. This evaluation will become public record.

IB-12 ARITHMETIC DISCREPANCIES: For the purpose of initial evaluation of bids, the following will be utilized in resolving arithmetic discrepancies found on the face of the bid forms as submitted by bidders:

A. Obviously misplaced decimal points will be corrected.

B. In case of discrepancy between unit price and extended price, the unit price will govern. Apparent errors in extension will be corrected.

C. Apparent errors in addition of lump sum and extended prices will be corrected.

For the purpose of bid evaluation, the County will proceed on the assumption that the bidder intends his bid be evaluated on the basis of the unit prices, extensions, and totals arrived at by resolution of arithmetic discrepancies as provided above, and the bid will be so reflected on the tabulation of bids.

IB-13 DESCRIPTIVE INFORMATION: Unless otherwise specifically provided in the specifications, all equipment, materials and articles incorporated in work covered by the contract are to be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in the specifications, reference to any equipment, material, article or patented process by trade name, make or catalog number shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. If the bidder wishes to make substitution to the specifications, he/she shall furnish to the County the name of the manufacturer, the model number, and other identifying data and information necessary to aid the County in evaluating

the substitution, and such substitution shall be subject to County approval. Substitutions shall be approved only if determined by the County to be equivalent to the specifications. A bid containing a substitution is subject to disqualification if the substitution is not approved by the County.

Specified items bid shall be identified by brand name, number, manufacturer and model, and shall include full descriptive information, brochures, or appropriate attachments.

IB-14 QUALITY GUARANTEE: If any product delivered does not meet applicable specifications, or if the product will not produce the effect that the supplier represents to the County, the supplier shall pick up the product from the County at no expense to the County. Also, the supplier shall refund to Charlotte County any money that has been paid for same. The supplier will be responsible for reasonable County attorney fees expended to obtain compliance with this provision in the event the supplier defaults under this provision.

IB-15 RELEASE OF LIENS: The Contractor is required to pay all money due subcontractors and material dealers promptly. The Contractor shall submit releases of liens, satisfactory to the County, certifying that all payrolls, material bills, and other indebtedness incurred by the Contractor in connection with this project have been paid in full.

IB-16 REGULATIONS/APPLICABLE LAWS: It shall be the responsibility of each Contractor to assure compliance with any OSHA, EPA, and/or other Federal or State of Florida rules, regulations or other requirements, as each may apply.

Bidder must be authorized to transact business and be properly licensed in the State of Florida. All applicable laws and regulations of the State of Florida and ordinances and regulations of Charlotte County will apply to any resulting contract.

IB-17 CODE OF ETHICS: With respect to this bid, if any bidder violates or is a party to a violation of the State of Florida/Florida Statutes, Chapter 112, Part III, Code of Ethics for Public Officers and Employees, such bidder may be disqualified from furnishing the goods or services for which the bid is submitted and shall be further disqualified from submitting any future bids for goods or services for Charlotte County.

IB-18 COLLUSION: By offering a submission to this invitation for bid, the bidder certifies the bidder has not divulged to, discussed or compared his bid with other bidders and has not colluded with any other bidder or parties to this bid whatever. Also, bidder certifies, and in the case of a joint bid each party thereto certifies as to his own organization, that in connection with this bid:

- any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices and or cost data, with any other bidder or with any competitor;

- any prices and/or cost data quoted for this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to the scheduled opening directly or indirectly to any other bidder or to any competitor;

- no attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition;

- the only person or persons interested in this bid, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this bid or in the contract to be entered into; and

- no person or agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee excepting bona fide employees or established commercial agencies maintained by the Purchaser for the purpose of doing business.

IB-19 SUBCONTRACTORS: Bidders are to complete the attached Subcontractors form. This form must be completed and included with the bid form. If bidder does not have a subcontractor, insert "to be determined". When source or subcontractor is determined, selection will be subject to County approval.

IB-20 DRUG FREE WORKPLACE FORM: It is strongly suggested that the attached Drug Free Workplace Form be signed and returned to this office with bid form. In the event of a tie bid, the presence of a valid and accurate form may be used as a basis for awarding the Contract.

IB-21 PUBLIC ENTITY CRIMES: In accordance with Florida Statutes Sec. 287.133(2)(a), "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/services to a public entity, may not submit a bid on a contract with a public entity for 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".

IB-22 CANCELLATION/TERMINATION OF CONTRACT: The County shall have the right to cancel, terminate or suspend the contract, in whole or in part, by providing the Contractor thirty (30) days written notice by certified mail.

It is expressly understood by the County and the Contractor that funding for any successive fiscal years is contingent upon appropriation of monies by the Board of County Commissioners. In the event that funds are not available or not appropriated, the County reserves the right to terminate the Contract. The County will be responsible for any outstanding invoices prior to the termination.

If the Contractor refuses or fails to complete the work within the time specified for this Contract, or any extension thereof, the County may terminate the Contractor's right to proceed. In such event, the County may take over the work and prosecute the same to completion by Contract or otherwise, and the Contractor will be liable for any excess cost occasioned by the County. The County may take possession of and utilize in completing the work such materials and equipment as may be on the site of the work and necessary, therefore.

If the Contractor should be adjudged bankrupt, or should make a general assignment for the benefit of his creditors, or if a receiver should be appointed due to insolvency, or if he should refuse or fail, except in cases which time extension is provided, to supply enough workmen, or if he should fail to make payment to Subcontractors for labor and/or material, or disregard laws, ordinances or the instructions of the County, or be guilty of a violation of a provision of the Contract, then the County, may without prejudice to any other right or remedy and after giving seven (7) days written notice, terminate employment of the Contractor and possess materials, tools, and appliances thereon and finish work by methods it may deem expedient. Expenses incurred by the County and the damage incurred through Contractor's default, shall be certified by the County.

In the event of termination, the Contractor shall be entitled to compensation for services rendered and costs incurred through the effective date of termination. All finished or unfinished documents, materials, or work shall become the property of the County and shall be delivered to the County without reservation.

Pursuant to Section 287.135(3)(a)4 of the Florida Statutes, Charlotte County may, at its sole option, terminate any Agreement valued at $1,000,000 or more if the Contractor is found to have submitted a false certification, has been placed on the *Scrutinized Companies with Activities in Sudan List*, or the *Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List*, or has been engaged in business operations in Cuba or Syria or a boycott of Israel.

Pursuant to Section 287.135(3)(b) of the Florida Statutes, Charlotte County may, at its sole option, terminate any Agreement in any amount if the Contractor is found to have been placed on the *Scrutinized Companies that Boycott Israel List*, or is engaged in a boycott of Israel.

IB-23 TAXES: Contractor shall assume liability for Local, State, or Federal Tax that is applicable to the work.

IB-24 ASSIGNMENT: This agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances by Contractor without the prior written consent of the County.

IB-25 EQUAL EMPLOYMENT OPPORTUNITY: Charlotte County, Florida, in accordance with the provisions of Title VI of The Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this advertisement and will not be discriminated against on the grounds of race, color or national origin in consideration for an award.

All bidders are hereby notified that the successful bidder (Contractor) must and shall comply with the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Rehabilitation Act of 1973, the Americans with Disabilities Act and the Florida Civil Rights Act, all as amended. Specifically, Contractor agrees that:

- No person shall, on the grounds of race, color, sex, religion, age, disability, national origin or marital status, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program, activity or service funded through the contract.

- Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, national origin or marital status. Contractor agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- Contractor will, in all solicitations or advertisements regarding program activities, services provided or applications for employment, state that all qualified applicants will receive consideration for services or employment without regard to race, color, religion, sex, age, disability, national origin or marital status.
- County may require Contractor to submit reports as may be necessary to indicate non-discrimination. County officials will be permitted access to Contractor's books, records, accounts and other sources of information and its facilities as may be pertinent to ascertain compliance with non-discrimination laws.

It is expressly understood that County shall have the right to terminate the contract upon receipt of evidence of discrimination.

IB-26 RETAINAGE: As the construction work progresses, each month the Contractor will be paid the total value of the work completed and accepted during the preceding month, less five percent (5%) retainage, unless the County has grounds for withholding the payment of retainage pursuant to Section 255.05, Florida Statutes. For the purpose of preparing a monthly estimate, the County's computations and records will be used to determine the value of all work completed and accepted as of the 25th day of each calendar month. That estimate, less retainage, less previous charges, will be paid to the Contractor. Payment will be rendered in conformance with the Local Government Prompt Payment Act, Section 218.74, Florida Statutes. Such payment shall include compensation for all labor, materials, equipment and all other incidental items necessary to perform the work.

IB-27 UNAUTHORIZED ALIEN WORKERS: Charlotte County will not intentionally award publicly funded contracts to any Contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contains in 8 U.S.C. Section 1324a [Section 274A of the Immigration and Nationality Act ("INA")]. The County shall consider employment by any Contractor of unauthorized aliens a violation of Section 274A of the INA. Such violation by the Contractor of the employment provisions contained in Section 274A of the INA shall be grounds for termination of this Agreement by the County. In addition, pursuant to Section 448.095 of the Florida Statutes, all persons or firms entering into contracts with Charlotte County are required to register with, and use, the E-Verify system of the U.S. Department of Homeland Security to electronically verify the employment eligibility of all newly hired employees. The County may terminate this Agreement for failure on the part of the Contractor to use E-Verify. Contract termination for failure to use E-Verify is not considered a breach of contract pursuant to s. 448.095(2)(c)3, *Fla. Stat.*

IB-28 EMPLOYEE BACKGROUND CHECK: If an owner, except a stockholder in a publicly traded corporation, or an employee of the Contractor has been convicted of any offenses requiring registration as a sexual offender or sexual predator, regardless of the location of conviction, the Contractor shall ensure that the offender's or predator's work on the project is consistent with the terms of his probation and registry requirements.

IB-29 PUBLIC RECORDS CLAUSE TO CONTRACTORS "ACTING ON BEHALF OF THE COUNTY": Pursuant to Section 119.0701 of the Florida Statutes, Contractors acting on behalf of the County must comply with the public records laws, specifically: a) keep and maintain public records required by the County to perform the contracted services; b) upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or as otherwise provided by law; c) ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract; and d) upon completion of the contract, keep and maintain all public records required by the County to perform the service, and meet all applicable requirements for retaining public records.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO RETAIN AND PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT (941) 743-1441, E-MAIL TO RECORDS@CHARLOTTECOUNTYFL.GOV, 18500 MURDOCK CIRCLE, BLDG. B, Suite 109, PORT CHARLOTTE, FLORIDA 33948.

IB-30 SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS: Charlotte County will not request documentation of, or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor. Charlotte County does not give preference to vendors based on social, political, or ideological interests.

IB-31 IRON AND STEEL (New section in FS 255.0993, effective, July 1, 2024). Charlotte County requires that iron or steel product permanently incorporated in certain public works projects be produced in the United States. See § 255.0993, Fla. Stat. (2024). Contractor must carefully review the technical specifications to determine whether and how this requirement applies to

this project and prepare its bid accordingly. Contractor's failure to account for this requirement in its bid will not justify a later change to the Contract Price.

All iron or steel products included in this order must be produced in the United States, which means that all manufacturing processes, from initial melting through application of coatings, occur in the United States, other than metallurgical processes to refine steel additives. See § 255.0993, Fla. Stat. (2024).

GP-01 INTENT

A. Intent of Contract: Bid Forms shall set forth firm bid unit prices for furnishing all necessary materials and completing all work, including labor, transportation, supervision, equipment, and traffic control incidental to the Project, as described in the Specifications and/or shown on the Plans attached herewith. The County reserves the right to establish the exact limits of work in the field and to add to or delete from the Project as it deems necessary.

B. Provisions:

1. The successful bidder for the Contract will be referred to as the Contractor; the Board of County Commissioners of Charlotte County, Florida, Director of the applicable County Department or his/her duly authorized representative, acting on behalf of the County will be referred to as County. For the purposes of the Contract, the word "Project" shall mean the construction limits of **GILLOT BOULEVARD, NORTH OF BLITMAN STREET, CONSTRUCTION REPAIRS.**

2. The Contract Documents consist of the Request for Bids and all Addenda, Instructions to Bidders, Technical Specifications & Conditions, Special Provisions, General Provisions, Insurance Requirements, Safety and Health Requirements, Permits, Maintenance of Traffic Policy (MOT), Plans and all other related documents, including all modifications thereof incorporated in the Documents before their execution. These form the Contract.

3. The County and the Contractor are those mentioned as such in this Project. They are treated throughout the Contract Documents as if each were of the singular number and masculine gender.

4. Where required, written notice shall be deemed to have been duly served when delivered to the other party if delivered by hand; three (3) calendar days after the date of posting if sent by regular U.S. mail; upon receipt by the sender of an acknowledgement or transmission report if delivered by facsimile; or upon receipt by the sender of an automated message confirming delivery, or thirty (30) minutes after the time sent unless the sender receives and automated message that the email has not been sent, if delivered by email.

5. The term subcontractor, as employed herein, includes only those having a direct Contract with the Contractor and it includes one who furnishes material worked to a special design according to the Plans and Specifications of this work, but does not include one who merely furnishes materials not so worked.

6. The term "work" as it pertains to the contract shall include all supplies, materials and transportation, as well as all equipment and labor necessary to complete each pay item as described in the Technical Specifications of this contract.

7. All time limits stated in the Contract Documents are of essence to the Contract.

C. Quality of Work: The Contractor agrees to do the work covered under the Contract, conforming to the Contract, Technical Specifications & Conditions, and in a quality acceptable to the trades. The Contractor further agrees to follow proper and appropriate instructions by the County.

D. Maintenance of Traffic: The Contractor shall not work within the County's Rights-of-Way or on any County property accessible to the public without a County-approved Maintenance of Traffic (MOT) plan. The Contractor shall submit and obtain County approval of a MOT plan that meets all the requirements of the Charlotte County Maintenance of Traffic Policy, a copy of which is attached, at least seven (7) calendar days before the commencement of any such activities.

E. Time of Completion: The Contractor shall complete the work within the time set forth in the Contract. The Contractor shall complete each portion of the work within such time as set forth in the Contract for such portion. The time of completion of the Contract shall be expressed in calendar days.

A working day is any day within the period between the start of the Contract time and the date provided in the Contract for completion or upon field acceptance by the County of all work provided for in the Contract, or as stipulated in the Technical Specifications & Conditions, whichever comes first, other than:

1. Saturday;
2. Sunday;
3. Any day designated as a holiday by the County; or

4. Any day the Contractor is prevented from working during the first five (5) hours of the workday, with at least 60 percent of the normal work force, due to inclement weather.

All work for this Project shall be performed during normal business hours. A working day shall be considered to be a maximum of ten (10) hours in duration. Any time the Contractor desires to work in excess of ten (10) hours per day, on weekends or on County-designated holidays, the Contractor shall submit a written request to the County at least three (3) working days in advance. The Contractor may not work in excess of ten (10) hours per day, on weekends or County-designated holidays unless such request has been approved in advance in writing by the County. By making such a request, the Contractor agrees that the cost for inspection(s) for work performed during the weekend, holiday or in excess of ten (10) hours in any given day will be paid by the Contractor at the prevailing wage rate plus overhead. The exception would be for any work required by the Contractor to protect the public caused by actions not under the control of the Contractor and requested by the County.

No extension of contract time will be granted for any weekend or County-designated holiday.

GP-02 PROSECUTION AND PROGRESS

A. Subletting or Assigning of Contracts: The Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of the Contract or any portion thereof, or of his right, title, or interest therein, without written consent of the County.

B. Pre-construction Conference: After the Contract has been awarded, the County will call a pre-construction conference to be held before any work is begun to review the construction aspects of the Project. The meeting will be between the County, the Contractor, and the various utility companies which will be affected by the construction.

Project Schedule: Submission of Working Schedule/Order of Completion – At the Pre-Construction Conference, the Contractor shall submit a complete Critical Path Method (CPM) Project Schedule showing the Project through completion. This shall include the sequencing of all work items showing:

- Work Task (each phase if phased);
- Coordination with Utilities;
- Utility Adjustments;
- Required County submissions;
- Obtaining Permits; and
- Compliance with Permit Requirements.

Each of the above items shall include:

- Duration;
- Early start;
- Late start;
- Float time;
- Predecessors & Successors; and
- Highlighted Critical Path for the entire Project from start to finish.

An updated CPM Schedule acceptable to the County shall be submitted seven (7) calendar days before each monthly pay request. The updated CPM Schedule must show actual construction progress, actual start/completion dates for work items, any changes necessary to show completion of the Project within the contract time limits, current start/completion dates for work items not yet completed, and a highlighted critical path for the completion of the remainder of the Project. The updated CPM Schedule must be accepted by the County before the monthly pay request will be approved.

C. Provisions for Convenience of Public: The Contractor shall schedule his operations so as to minimize any inconvenience to adjacent businesses or residences. Where necessary, the County may require the Contractor to construct first the work in any areas along the Project where restrictions caused by construction operations would present a more serious handicap, before beginning construction in the less affected areas.

GP-03 CONTROL OF THE WORK AND MATERIALS

A. Plans and Contract Documents – The Contractor will be furnished up to four (4) copies of the Plans, Technical Specifications, General and Special Provisions as required for the Project. The Contractor shall have available on the job site at all times copies of the Plans (including relevant Design Standards), Technical Specifications, General and Special Provisions available to the County and/or its representatives.

B. Detail Drawings and Instructions – The County may furnish, with reasonable promptness, additional instructions by means of drawings or otherwise, necessary for the proper execution of the work. All such drawings and instructions shall be consistent with the Contract Documents, true developments thereof, and reasonably inferable therefrom.

C. Order of Precedence – These documents are integral parts of the Contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work.

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

1. Permits from Agencies as required by law;
2. Change Orders;
3. Contract Documents including Addenda but excluding Construction Plans;
4. Construction Plans;
   a. Dimensions given in figures govern over scaled dimensions;
   b. Detail drawings govern over general drawings;
   c. Addenda/Change Order drawings govern over Contract drawings.

D. Conformity of Work with Plans – All work performed, and all materials furnished shall be in reasonably close conformity with lines, grades, cross sections, dimensions, and material requirements, including tolerances, shown on the Plans or indicated in the Technical Specifications or Special Provisions.

E. Authority of the County – All work shall be done under the supervision of the County and performed to its satisfaction. It is agreed by the parties hereto that the County shall decide all questions and disputes which may arise relative to the interpretation of the plans, construction, prosecution, and fulfillment of the Contract, and as to the character, quality, amount, and value of any work done, and materials furnished, under or by reason of the Contract.

F. County's Status – The County shall examine and inspect the work to assure compliance with the requirements of these Contract Documents. The County shall determine the quality and acceptability of materials and workmanship relative to the requirements of the Plans and Technical Specifications. In instances where the Contractor is not in compliance with the requirements of the Contract or when the quality and materials are not acceptable to the County, then the County has the authority as follows:

1. to stop the work whenever such stoppage may be necessary to ensure the proper execution of the Contract;
2. to reject all work which does not conform to the Contract or when materials of shop drawings have not been approved prior to placement;
3. to resolve questions which arise in the execution of the work; and
4. to stop work whenever such stoppage may be necessary to ensure the safety of personnel and/or the public.

No additional time or compensation will be added to the Contract when stopping work for the above listed reasons.

The County and his representative shall at all times have access to the work wherever it is in preparation or progress and the Contractor shall provide proper facilities for such access and for inspection. If the Technical Specifications & Conditions, the County's instruction, laws, ordinances or any public authority require any work to be specially tested or approved, the Contractor shall give the County timely notice of its readiness for inspection and, if the inspection is by an authority other than the County, the date fixed for such inspection. Inspections by the County shall be promptly made and, where practicable, at the source of supply.

The County's Inspectors shall be authorized to inspect all work done and all materials furnished. They shall be authorized to call to the attention of the Contractor any failure of the work or materials to conform to the Technical Specifications & Conditions and Contract, and shall have the authority to reject materials or suspend the work until any questions at issue can be referred to and resolved by the County. The presence of the Inspector shall in no way lessen the responsibility of the Contractor.

If any work should be covered up without approval or consent of the County, it must, if required by the County, be uncovered for examination at the Contractor's expense. Re-examination of questioned work may be ordered, and the work must be uncovered by the Contractor.

G. Suspension of Work – The County shall have the right to suspend all or any portion of the work upon giving the Contractor not less than two (2) calendar days' prior written notice of such suspension. If all or any portion of the work is so suspended, the Contractor's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the contract documents. In no event shall the Contractor be entitled to any additional

compensation or damages. Provided, however, if the ordered suspension exceeds ninety (90) calendar days, the Contractor shall have the right to terminate the Agreement with respect to that portion of the work which is subject to the ordered suspension.

H. The County's Right to do Work – If the Contractor should neglect to prosecute the work properly or fail to perform in accordance with provisions of the Contract, the County, after three (3) days written notice, may without prejudice to any other remedy it may have, make good any deficiencies and deduct the cost from the payment due the Contractor.

I. County's Decision – The County shall, within a reasonable time after their presentation, make decisions in writing on claims by the Contractor and on all other matters relating to the execution and progress of the work or the interpretation of the Contract Documents.

J. Contractor's Supervision and Employees – The Contractor shall supervise, inspect, and direct the work completely and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents.

Unless otherwise identified in the Contract documents, the Contractor shall be solely responsible for the means, methods, techniques, sequence, and procedures necessary for the orderly progress of the work, and to maintain all safety precautions and programs incidental thereto. The Contractor shall at all times enforce strict discipline and good order among his employees, and shall not employ any unfit person or anyone unskilled in the work assigned to him. The Contractor shall be responsible to see that the completed work complies fully with the Contract Documents.

As the work progresses, the Contractor shall keep on the job at all times an English-speaking Superintendent or designee, technically qualified, who is an employee of the Contractor and who shall not be replaced without written notice and approval from the County. The Superintendent will be the Contractor's representative on the job and shall have authority to act on behalf of the Contractor. The Superintendent or his qualified designee shall be present at the job site and direct the work of subcontractors, as well as employees of the Contractor. This supervisor will be equipped with a communication device enabling him/her to contact suppliers, subcontractors or his/her office who in turn can convey necessary communications to others. All communications given to the Superintendent shall be as binding as if given to the Contractor. The Contractor shall issue all communications to the County or his representative.

The Contractor's Superintendent shall be present on the job site at all times while work is in progress, and shall be available by phone for emergencies twenty-four (24) hours per day, seven (7) days per week. Failure to observe this requirement shall be considered suspension of the work by the Contractor until such time as such Superintendent is again present on the job.

K. Daily Reports – Unless waived in writing by the County, the Contractor shall complete and submit to the County on a weekly basis a daily log of the Contractor’s work for the preceding week in a format approved by the Engineer and the County. The daily log shall document all activities of the Contractor at the Project site including, but not limited to, the following:

- Weather conditions showing the high and low temperatures during work hours, the amount of precipitation received on the Project site, and any other weather conditions which adversely affect the work;
- Soil, rock, subsurface or other conditions which adversely affect the work;
- The hours of operation by Contractor’s and any subcontractor’s personnel;
- The number of Contractor’s and subcontractor’s personnel present and working at the Project site, by subcontractor and trade;
- All equipment and vehicles present at the Project site, description of equipment and vehicle use and designation of time the equipment and vehicles were used (specifically indicating any down time);
- Description of work being performed at the Project site;
- Any unusual or special occurrences at the Project site;
- Materials received at the Project site;
- A list of all visitors to the Project site; and
- Any problems that might impact either the cost or quality of the work or the time of performance.

The daily log shall not constitute nor take the place of any notice required to be given by the Contractor to the County or Engineer pursuant to other sections of the Contract documents.

L. Contractor's Understanding – It is understood and agreed that the Contractor has, by careful examination and prior to submitting a bid, satisfied himself as to the nature and location of the work; the conformation of the ground and subsurface; the character, quality, and quantity of the materials to be encountered; the character and quantity of equipment, vehicles and facilities needed prior to and during prosecution of the work; the general and local conditions including environmental and

climatic conditions; and other matters which can affect the work under the Contract, and that the same are in conformance with the Bid documents. If an underground facility or differing site condition is uncovered or revealed at or contiguous to the site, which was not shown or indicated and of which the Contractor could not reasonably have been expected to be aware, the Contractor shall promptly, before performing any work (excepting in emergencies), identify the owner of such underground facility and give written notice thereof to that owner and to the County. The County will review the underground facility or differing condition to determine the extent to which the Documents should be modified. With County approval, the Contract Documents will be amended or supplemented to the extent necessary and the Contractor shall be allowed an increase or an extension of time, or both, to the extent that they are attributable. During such review, the Contractor shall be responsible for the safety and protection of such underground facility. Any work done after such discovery without specific authorization by the County will be done at the Contractor's risk. Failure of the Contractor to fully examine and acquaint itself with any and all applicable conditions shall not relieve the Contractor from any of its responsibilities to perform under the Contract documents. Failure to report differing site conditions to the County prior to beginning work, or undertaking additional activities without proper authorization of the County, shall not be considered the basis for any claim for additional time or compensation due to differing or unexpected site conditions or errors in the bid documents. No verbal agreement or conversation with any officer, agent, or employee of the County, either before or after execution of the Contract, shall affect or modify the terms or obligations herein contained.

M. Permits and Regulations – Permits and licenses necessary for the prosecution of the work shall be secured and paid for by the Contractor, unless otherwise specified. (A list of County permit fees is attached.) 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 specifications and drawings are at variance therewith, he shall promptly notify the County in writing, and any necessary changes shall be adjusted as provided in the Contract for changes in the work. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules, and regulations, and without such notice to the County, he shall bear all costs arising therefrom.

N. Protection of Work and Property – The Contractor shall continuously maintain protection of all his work from damage and shall protect the County's property from injury or loss arising in connection with the Contract. He shall make good on any such damage, injury or loss, except such as may be directly due to errors in the Contract Documents or caused by agents or employees of the County. He shall adequately protect adjacent property as provided by law and the Contract Documents. He shall provide and maintain all passageways, guard fences, lights, and other facilities for protection required by public authority or local conditions. In an emergency affecting the safety of life or of the work, or of adjoining property, the Contractor, without special instruction or authorization from the County, is hereby permitted to act, at his discretion, to prevent such threatened loss or injury, and he 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 agreement between the Contractor and the County.

The Contractor shall not occupy private land outside of any easements or rights of way unless a written authorization has been signed by the property owner. It shall be the Contractor's responsibility to provide these agreements prior to construction, if required. Prior to the use of private lands, the Contractor shall submit a copy of the agreement(s) to the County. In the event the Contractor uses private property for any purpose without first having obtained the necessary approvals from the property owner and provided the necessary agreements to the County, the County will direct the Contractor in writing to immediately cease using such property.

Prior to application for final payment, the Contractor shall provide documentation from the owner of each piece of private property for which an agreement for use was provided, or for which the County has issued written notification to the Contractor, that each owner is satisfied with the manner in which the Contractor has restored the property. Final payment or reduction in retainage shall not be paid until such documentation is received by the County.

O. Changes in the Work – The County, without invalidating the Contract, may order extra work or make changes by altering, adding to or deducting from the work, the Contract sum being adjusted accordingly. Such work shall be executed under the conditions of the original Contract. The change and amount of compensation must be agreed upon in writing in a document of equal dignity herewith prior to any deviation from the terms of the Contract.

In giving instructions, the County shall have authority to make minor changes in the work, not involving extra cost, and not inconsistent with the purposes of the work. Except in an emergency endangering life or property, no extra work or change shall be made unless in pursuance of a written order by the County. No claim for an addition to the Contract sum shall be valid unless ordered and under no circumstances shall the County be liable to the Contractor for any increased compensation without such written order. Value of any such extra work or change shall be determined in one or more of the following ways:

1. By estimate and acceptance in a lump sum;
2. By unit prices named in the Contract or subsequently agreed upon; and/or

3. By cost and percentage or by cost and a fixed fee.

If none of the previous methods are agreed upon, the Contractor, provided he receives an order as above, shall proceed with the work. In such case and also under case (3), he shall keep amendment in such form as the County may direct, a correct account of the net cost of labor and materials, together with vouchers. The County shall certify to the amount, including reasonable allowance for overhead and profit, due to the Contractor. Pending final determination of value, no payment on changes shall be made.

When requiring a change in the scope of services, the Contractor shall notify the County by written notice that a change order is requested within five (5) calendar days of any occurrence.

P. Deductions for Uncorrected Work – If the County deems it inexpedient to correct work injured or done not in accordance with the Contract, an equitable deduction from the Contract price shall be made thereof.

Q. Contract Time Extensions – Should Contractor be obstructed or delayed in the prosecution of or completion of the work, whether to a controlling item of work identified in the most current approved Project CPM Schedule or otherwise, as a result of unforeseeable causes beyond the control of the Contractor and not due to its fault or neglect, including but not limited to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine, regulations, strikes or lockouts, acts or failures to act of any public or private utility, or any other cause, then the time for completion shall be extended for such reasonable time as the County may decide. Contractor shall notify the County in writing within seven (7) calendar days after the commencement of such delay, stating the date the delay began, the cause or causes thereof and the controlling item of work affected by the delay, if applicable. **If the Contractor does not notify the County in writing within seven (7) calendar days, the Contractor fully, completely, absolutely and irrevocably waives any entitlement to an extension of Contract time for that delay.**

The existence of an updated accepted Project CPM Schedule, as required, is a condition precedent to the Contractor having any right to an extension of Contract time arising out of any delay to a Critical Path item. If the Contractor has not submitted or updated the Project CPM Schedule as required for the period of delay, or if the current accepted Schedule does not accurately reflect the actual status of the Project or fails to accurately show the true controlling or noncontrolling work activities for the period of delay, then entitlement to, or the length of any time extension will be determined solely by the County, which determination shall be final.

No Damages for Delay – No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work from any cause whatsoever, including those for which the County may be responsible, in whole or in part, shall relieve the Contractor of its duty to perform or give rise to any right to damages or additional compensation from the County. **The Contractor expressly acknowledges and agrees that it shall receive no damages for delay.** The Contractor's sole remedy, if any, against the County will be the right to seek an extension to the Contract time. This paragraph shall expressly apply to claims for early completion as well as to claims based on late completion.

R. Correction of Work Before Final Payment – All work, all materials, whether incorporated in the work or not, all processes of manufacturer, and all methods of construction shall be at all times and places subject to the inspection of the County who shall be the final judge of the quality and suitability of the work, materials, processes of manufacture, and methods of construction for the purposes for which they are used. Should they fail to meet County approval, they shall be forthwith reconstructed, made good, replaced, and/or corrected, as the case may be, by the Contractor at his own expense. Rejected material shall be immediately removed from the site. If, in the opinion of the County, it is undesirable to replace any defective or damaged materials or to reconstruct or correct any portion of the defective or unsuitable work not performed in accordance with the Contract Documents, the compensation to be paid to the Contractor hereunder shall be reduced by such amount as in the judgment of the County shall be equitable.

S. Contractor's Right to Stop Work or Terminate Contract – If the work should be stopped under an order of any court or other public authority for a period of three (3) months, through no act or fault of the Contractor or of anyone employed by him, or if the County fails to pay the Contractor within thirty (30) calendar days of maturity and presentation any sum certified by the County, then the Contractor may, upon seven (7) calendar days written notice to the County, stop work or terminate the Contract.

T. Removal of Equipment – In the case of termination of the Contract before completion from any cause whatever, the Contractor, if notified to do so by the County, shall within five (5) business days remove any part or all of its equipment and supplies from property of the County and/or site of work, failing which the County has the right to remove such equipment and supplies at the Contractor's expense.

U. Use of Completed Portions – The County has the right to take possession of and use any completed or partially completed portions of the work, notwithstanding the time for completing the entire work of such portions may not have expired, but taking possession and use shall not be deemed an acceptance of any work not completed in accordance with the Contract Documents. If such prior use increases the cost of or delays the work, the Contractor shall be compensated as the County may determine and the County approves.

V. Payments Withheld – The County may withhold payment to the Contractor on account of:

1. Defective work not remedied;
2. Failure of the Contractor to make payment properly to subcontractors or for material/labor;
3. A reasonable doubt that the Contract can be completed for the balance then unpaid;
4. Damage to another Contractor; or
5. Failure to submit an approved updated monthly CPM Schedule.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

W. Claims and Disputes – A claim is a demand or assertion by the Contractor seeking an adjustment or interpretation of the terms of the Contract documents, payment of money, extension of time or other relief arising out of or relating to the Contract documents, except damages for delays, for which there is no right to claim damages. **The responsibility to fully substantiate a Claim shall rest with the Contractor and no Claim will be considered without documentation or other proper substantiation acceptable to the County as specified below.**

Claims by the Contractor shall be made in writing to the County and the Engineer within seven (7) calendar days after the first day of the event giving rise to such claim or else the Contractor shall be deemed to have unequivocally and forever waived the Claim in its entirety. **The Contractor understands, acknowledges and agrees that if the claim is not made within seven (7) calendar days after the event, the Contractor has unequivocally and forever waived any right it may have to present said claim and has waived any right it may have had to a contract adjustment, interpretation, payment of additional money, extension of time, or any other relief.** Written data supporting any timely claim must be submitted to the County and the Engineer within fifteen (15) calendar days after the occurrence of the event, unless the County grants additional time in writing. In order for the Contractor to establish the claim, it must submit a detailed, written, factual statement of the claim sufficient to allow the County to make a determination. This statement will include, at a minimum: the date(s) and location(s) on which the claim arose; the items of work affected; the conditions giving rise to the claim; all documents and communications relevant to resolving the claim; identification of the specific contract provision(s) supporting the claim; a detailed compilation of all additional compensation sought stemming from the claim, including documentation of all expenses; and a detailed compilation of all calendar days sought if Contractor seeks a time extension. **In all cases, it is the Contractor's responsibility to ensure that it has submitted sufficient documentation to the County to support each element of its claim in a timely manner.** If the Contractor fails to submit sufficient written data supporting the claim within fifteen (15) calendar days after the event, or within such time extension as may be granted by the County in writing, the Contractor shall be deemed to have unequivocally and forever waived the claim. **The Contractor understands, acknowledges and agrees that if sufficient written data supporting the claim has not been provided within fifteen (15) calendars days from the event or within any written time extension, it has unequivocally and forever waived any right it may have had to a contract adjustment, interpretation, payment of additional money, extension of time or any other relief.**

X. Assignment – Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any monies due or to become due to him hereunder without the previous written consent of the County.

Y. Rights of Various Interests – Before work being done by the County's forces or by other Contractor's forces, contiguous to work covered by the Contract, the respective rights of the various interests involved shall be established by the County before such commencement, to secure the completion of the various portions of the work in general harmony.

Z. Separate Contracts – The County reserves the right to let other Contracts in connection with this work. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and the execution of the work, and shall properly connect and coordinate his work with theirs. If any part of the Contractor's depends on proper execution or results upon the work of any other Contractor, the Contractor shall inspect and promptly report to the County any defects in such work that render it unsuitable for such proper execution and results. His failure to so inspect and report shall constitute an acceptance of the other Contractor's work as fit and proper for the reception of his work, except as to defects which may develop on the other Contractor's work after the execution of his work.

AA. Subcontractors – The Contractor shall provide a list of subcontractors with his bid for approval. The Contractor agrees that he is as fully responsible to the County for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by them as he is for the acts and omissions of persons directly employed by him. Nothing contained in the Contract Documents shall create any contractual relation between any subcontractor and the County. Substitutions must be submitted in writing and shall be subject to approval by the County.

To ensure proper execution of his subcontractor's work, the Contractor shall measure work already in place and shall at once report to the County any discrepancy between the executed work and the drawings.

BB. Horizontal and Vertical Control – Unless noted otherwise in the Contract documents, the Contractor shall be responsible for the layout of all Contract work. The Contractor shall employ or retain any/all professional services that are required by the Contract to complete the work. The Contractor shall carefully preserve benchmarks, reference points and stakes and, in case of willful or careless destruction, be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

CC. Lands for Work – The County shall provide the lands upon which the work under the Contract is to be done, except that the Contractor shall provide land required for the erection of temporary construction facilities and storage of materials, together with the right of access to same.

DD. Cleaning Up – The Contractor shall, at such times as may be required by the County, remove from the County's property and from all public and private property, at his own expense, all temporary structures, used materials and equipment, rubbish and waste materials resulting from his operations. All damaged areas will be restored by the Contractor to their original condition and approved by the County. By submission of a bid, the Contractor assumes full responsibility for the associated expenses. There shall not be an increase in time or price associated with such removal, and payment to Contractor may be withheld until such work is completed.

EE. Guarantee – The Contractor shall warrant all equipment furnished and work performed by him for a period of one (1) year from the date of final acceptance of the work by the County or as may be otherwise specified. Any faulty work or equipment will be fully corrected at no cost to the County and restored work will be warranted for one (1) year from the date of acceptance, or as may be otherwise specified. The Contractor shall repair or replace defective work or materials no later than (30) days from the Contractor's receipt of written notice from the County.

The making and acceptance of final payment shall not waive any claim for faulty work appearing after final payment or for failure to adhere strictly to the Contract Documents. If any part of the project is guaranteed for a longer period, such longer period shall prevail. Except as otherwise specified, all work shall be guaranteed by the Contractor against defects resulting from use of inferior materials, equipment or workmanship for one (1) year from the date of substantial completion or written acceptance by the County, whichever is later.

FF. Utilities –

1. Responsibility Regarding Existing Utilities and Structures: The Contractor shall be solely and fully responsible for getting all utility locates, sequencing his work to minimize conflicts with all utilities, coordinating with utilities as necessary regarding location, relocation or removal, and making necessary field adjustments, approved by County engineer(s) to accommodate utilities. The existence and location of underground utilities indicated on the plans are not guaranteed and shall be investigated and verified in the field by the Contractor before submitting a bid. Excavation in the vicinity of existing structures and utilities shall be done by hand. The Contractor shall be responsible for any damage to, and for maintenance and protection of, existing utilities and structures, and from any damages resulting from said excavation. The Contractor is to include within his line item bid prices, the costs to protect, support, relocate, or move (whether shown or not shown on the proposed project set of plans) all underground utilities which may be in conflict with the construction of the proposed project, and to include sufficient time for the location, relocation or removal of utilities and underground utilities within the proposed Project timeline. **The Contractor expressly acknowledges and agrees that it shall receive no damages for any delays associated with the location, relocation or removal of utilities or underground utilities. The Contractor's sole remedy, if any, against the County will be the right to seek an extension to the Contract time.**

2. Cooperation With Utilities: Attention is called to the Underground Facility Damage Prevention and Safety Act, Chapter 556, Florida Statutes. This act provides for a "Sunshine State One Call" which is to be used by all parties doing excavation, demolition or other underground construction. The Contractor is required prior to any excavation to notify "SUNSHINE STATE ONE CALL OF FLORIDA (800-432-4770)

GG. Accidents – The Contractor shall provide equipment and medical facilities as necessary to supply first aid to anyone who is injured in connection with the work. The Contractor must promptly report in writing to the County accidents arising out of, or in conjunction with, the performance of the work, whether in, or adjacent to, the site, which cause death, personal injury,

or property damages, giving full details and statements of witnesses. If death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to the County.

If a claim is made by anyone against the Contractor or subcontractor on account of an accident, the Contractor shall promptly report the facts in writing to the County, giving full details of the claim.

HH. Stage Plans – Stage plans of structural alterations, cofferdams, dredging, furnished or approved by the County, shall be adhered to unless objected to in writing by the Contractor, but the submission or approval of stage plans by the County shall not relieve the Contractor of full responsibility for the safety of the work.

II. Measurement of Quantities – Where applicable, the quantities of materials and work performed will be computed by the County on the basis of measurements taken by the County and/or its agents**,** and these measurements shall be final and binding. All materials and work computed under the Contract shall be measured by the County according to the United States Standard Measurements and Weights.

The County does not assume any responsibility that the final quantities will remain in accord with estimated quantities, nor shall the Contractor claim misunderstanding or deception because of such estimate of quantities. The estimated quantities of work to be done and materials to be provided may be increased, decreased, or omitted, as provided herein. Any increase in quantities shall be approved by the County prior to any work.

JJ. Reference to Other Specifications – Where reference is made to Specifications such as A.S.T.M., A.W.W.A., or A.A.S.H.T.O., or any other reference specifications, the latest edition shall be used.

KK. Sanitary Facilities – The Contractor shall provide and maintain, in a sanitary condition, facilities for his employees as are required by local and state boards of health.

LL. Quality of Equipment and Materials – To establish standards of quality, the County may, in the specifications, refer to products by name and/or catalog number. This procedure is not to be construed as eliminating from competition other products of equal quality by other manufacturers where fully suitable in design.

1. The Contractor shall furnish a complete list of proposed desired substitutions prior to signing of the Contract together with such engineering and catalog data as the County may require.

2. The Contractor shall abide by the County's judgment when proposed substitute items of equipment are judged unacceptable and shall furnish the specified item of equipment in such case. All proposals for substitutions shall be submitted in writing by the General Contractor. The County will approve or disapprove proposed substitutions in writing within a reasonable time.

MM. Codes and Laws – The successful bidder shall comply with all Federal, State, Local laws, and ordinances that affect the Contract in any way.

NN. Traffic Control – The Contractor shall comply with the "Manual on Uniform Traffic Control Devices", the Charlotte County MOT Policy and maintain safe conditions at all times.

OO. Explorations and Reports – If reference is made to identification of reports of explorations and tests of subsurface conditions at the site that have been used in preparing the Contract Documents, it should be understood that these reports are not part of the Contract Documents. The Contractor shall have full responsibility with respect to subsurface conditions at the site. Technical data may not be sufficient for construction purposes. Additional investigations may be necessary for the purposes of carrying out the construction project.

If the Contractor desires subsurface investigation, it will be done at his expense, prior to bidding. If the Contractor has elected not to make subsurface investigation prior to bidding, he shall not be entitled to any extra compensation due to conditions encountered.

PP. Existing Structures – Drawings of physical conditions in or relating to existing surface and subsurface structures which are at or contiguous to the site have been utilized by the Consultant and/or the County in preparation of the Contract Documents. The Contractor may rely upon the accuracy of the technical data contained in such drawings but not for the completeness thereof for the purposes of preparing or submitting a bid. Except as previously indicated, the Contractor shall have full responsibility with respect to physical conditions in or relating to such structures.

QQ. All agency permits attached are made a part of this contract and shall be the Contractor’s responsibility for all permit conditions.

SP-01 INTENT: This project consists of repairs to restore Gillot Boulevard north of Blitman Street to pre-Hurricane Ian conditions. Restoration includes the repair of the roadway, guardrail asphalt pad, unpaved shoulder, swale, drainage and embankment washout. The work also includes all other items of construction including, but not limited to, clearing and grubbing, removal and disposal of existing sidewalks, excavation and fill, grading, sodding, and maintenance of traffic. The work specified herein shall consist of furnishing all materials, equipment, labor, and operations necessary to complete the work as indicated in the plans and specifications enclosed herein. All work included in the Bid shall be completed within the contract time from the date specified in the Notice to Proceed. The construction shall include, but not be limited to, establishment and removal of MOT measures, the provision of approved signs and markings, excavations for and construction of new road, sidewalk, storm drainage, driveways, and ROW restoration.

The Contractor will be required to arrange for relocation of existing utilities apparatus which may be in conflict with the construction.

All work shall conform within the limits as specified on the Construction Plans and be in conformance with the appropriate Technical Specifications as specified herein. The Contractor shall be responsible for traffic control, maintenance of temporary sidewalks, the restoration of existing street signs, traffic control signs, mailboxes, property corners, existing utilities or any other items disturbed during the construction.

SP-02 EXAMINATION OF DOCUMENTS: The bidding Contractor is instructed to carefully examine the bid package, Request for Bids, Instructions to Bidders, General Provisions, Special Provisions, Technical Specifications & Conditions, Insurance Requirements, Permit Fees, MOT Policy (M.O.T.), Manual on Uniform Traffic Control Devices latest Edition referred to as M.U.T.C.D., State of Florida Erosion and Sediment Control Manual, Charlotte County Utilities (CCU) Design Compliance Standards latest edition at time of bid, Charlotte County Lighting District Specifications latest edition at time of bid, Plans and all other related bid documents, including all modifications thereof, incorporated in the bid package. All references to the FDOT Design Standards Plan within the construction documents and plans shall pertain to the FY 2024-25 Design Standard Plan unless specified otherwise. All references to the FDOT Specifications within the construction documents and plans shall pertain to the FDOT Standard Specifications for Road and Bridge Construction 2024-25, unless specified otherwise.

SP-03 NOTICE TO PROCEED/DELIVERY: A pre-construction meeting will be held, at which time a Notice to Proceed date will be established. The Notice to Proceed shall state the mutually agreed upon date on which it is expected that the Contractor will begin the construction and from which date the contract time will start. No work under the Contract shall commence until after the Notice to Proceed/Purchase Order has been issued.

SP-04 DEFINITIONS:

1. As-Builts: Revised set of drawings submitted by a Contractor upon completion of a project or a particular section of the project. They will reflect all the vertical and/or horizontal dimensions of constructed improvements so that the constructed facility can be delineated in such a way that the location of the construction may be compared with the construction plans. Changes made will clearly be shown by symbols, notations, or delineations located by the survey. Specifications and working drawings during the construction process will show the exact dimensions, geometry, and location of all elements of the work completed under the contract. As-Builts must be signed and certified by a professional surveyor/mapper registered in Florida.

2. Completed and Accepted: The County shall be the sole judge of when the work associated with a Pay Item is Completed and Accepted. When all activities described in the Technical Specifications for a Pay Item are satisfactorily completed, the County will judge if the work is completed and accepted.

3. Construction Plans: The drawings, or reproductions thereof, which show locations, character, dimensions, and details of the work to be done.

4. Consultant: The Professional Engineer or Engineering Firm registered in the State of Florida who performs Professional Engineering Services for Charlotte County, other than Charlotte County's personnel. The Consultant may be the Engineer of Record or may provide services through and be subcontracted to the Engineer of Record.

5. Department: Any reference to the Department shall mean Charlotte County.

6. Controlling Work Items: Those work items that are directly interrelated such that it has a definite influence on progress of the overall work.

7. Engineer: The Charlotte County Engineer, acting directly or through duly authorized representatives; such representatives acting within the scope of the duties and authority assigned to them.

8. Engineer of Record: The Professional Engineer or Engineering Firm registered in the State of Florida that is contracted with Charlotte County, who develops criteria and concept for the project, performs the analysis and is responsible for the preparation of the Contract Plans and Specifications.

9. Inspector: An authorized representative of the County, assigned to make official inspections of the materials furnished and of the work performed by the Contractor.

10. Flagger: Any person who has successfully completed the FDOT Basic Training Course for Work Zone Traffic Control and Maintenance of Traffic.

11. Traffic Technician: Any person holding a Florida Department of Transportation Certificate in Work Zone Traffic Control and Maintenance of Traffic (Intermediate Level).

12. Easement: The legal right to use another's land for a specific purpose.

13. Right-of-Way (ROW): The land which Charlotte County has title to, or right of use, for the road and its structures and appurtenances.

14. Roadbed: That portion of the roadway occupied by the subgrade and shoulders.

15. Roadway: The portion of a travel way within the limits of construction.

16. Travel Way: The portion of the roadway providing for the movement of vehicles, exclusive of shoulders and auxiliary lanes.

17. Special Provisions: Specific clauses setting forth conditions varying from or addition to General Provisions, for a specific project.

18. Substantial Completion: Is the stage in the progress of work when the work is sufficiently complete in accordance with the contract documents so the owner can occupy or utilize the work for its intended use. The County shall determine the date for the Notice of Substantial Completion and shall issue a notice.

19. Final Acceptance: The work on the project which has been inspected by authorized representatives of Charlotte County and is hereby declared to be completed in accordance with the contract documents. The completion date is the date of all warranties and guaranties required by the contract documents. The completion date also is the date at which the County will accept and re-establish the maintenance of the Counties R.O.W.

20. Suspension of Work: All work shall be suspended whenever the Board of County Commissioners suspend normal working hours for Charlotte County employees. The Contractor will not be entitled to any additional compensation for such suspension of work, other than contract time.

21. Work Zone: An area established by the County where all of the Contractor's work shall take place.

22. Pay Item Numbers: These are Charlotte County pay item numbers and will be paid according to the project specifications.

SP-05 EQUIPMENT: The Contractor shall only use equipment, machines, or a combination of machines that are in good and safe working condition. The equipment shall produce results that meet or exceed the Technical Specifications & Conditions. Special attention is directed to pavers capable of achieving desired application rates, specified cross slope and necessary joint matching through the use of the latest electronic technology available. Equipment incapable of providing this will not be acceptable for use on this Contract. The Contractor shall not use equipment which is unsafe or is in need of repair. Work completed with equipment which is not properly functioning shall be deemed unacceptable.

SP-06 CONTROL OF MATERIALS REQUIRED BY FDOT SPECIFICATION, SOURCE OF SUPPLY AND QUALITY REQUIREMENTS - CONTROL BY SAMPLES AND TESTS: The Contractor shall give sufficient notification of placement of orders for materials and shall order materials sufficiently in advance of their incorporation in the work to allow time for sampling and testing. If the volume, progress of the work, and other considerations warrant, the County may undertake the inspection of materials at the source of supply. The Contractor shall ensure the County has free entry at all times to the plant as concern the manufacture or production of the materials ordered and shall bear all costs incurred in providing all reasonable facilities to assist in judging if material complies with Specifications.

Materials shall be FDOT Certified at the source of supply. The County may certify materials at the plant as to FDOT Specifications section 6.

The County may require any or all materials to be subjected to tests by means of samples or otherwise, at production points, after delivery, or both, as he may determine. The Contractor shall furnish at his own expense, the materials necessary for the required samples, delivered to the point designated, without charge to the County.

If, after sampling and testing, it is found that a source of supply which has been approved does not furnish a uniform product, or if the product from any source proves unacceptable at any time, the Contractor shall furnish material from other approved sources.

SP-07 CONTRACT TIME: The Contractor shall use no more than **60 calendar days** from the date specified in the Notice to Proceed, being the Contract Time, to complete all phases of this project. The Contract Time shall include the preparation, submittal, review and approval of submittals, delivery of materials, construction, assembly, adjustment and placement into service for beneficial use of all facilities covered under this contract. The Contract Time shall be extended by one calendar day for each calendar day over fourteen (14) working days used by the County for review of all submittals from Contractor. There shall be no extension of time provided for modification and corrections to the submittals to address deficiencies therein identified during the review by Charlotte County.

SP-08 PRE-CONSTRUCTION CONFERENCE: Prior to commencing work, a Pre-Construction Conference will be held, at which time a mutually agreeable first day of work will be determined. The following documents (if applicable) shall be submitted at this meeting:

1. A Contractor Employee Telephone List specifying the name, e-mail, phone number of all personnel who will be working within the Work Zone including subcontractors or suppliers. The Contractor Employee Telephone List will be revised and updated as necessary. The Contractor shall remove crew members not on the list when so directed by the County Inspector. At any time, the County Inspector can require a valid Florida Driver's license or picture identification acceptable to the County from any Contractor crew member. A telephone list specifying the name, address, phone number of all subcontractors or suppliers to be used on this project.

2. Project list with a description of the work each subcontractor will perform. This list shall also include a description and percentage of the work each subcontractor will perform. If the Contractor proposes to subcontract the survey work, the Contractor shall include the name and registration number of the surveyor. The telephone list shall also include emergency telephone numbers. The Contractor shall include a 24-hour emergency contact telephone number for the County's use, which the Contractor shall update as necessary, throughout the project. The Contractor shall request in writing, changes in subcontractors or suppliers. No change in subcontractors or suppliers shall be made without written consent from the County.

3. The source of all materials to be used for the project. The Contractor shall not change these sources without written consent from the County.

4. A copy of the haul routes the Contractor intends to use. The Contractor shall not use bridges that are posted with weight restrictions, which may be exceeded in weight by equipment and materials.

5. The Contractor shall submit to the County a list of equipment the Contractor proposes to utilize on this project.

6. A MOT plan in accordance with the most current Charlotte County Policy.

7. An erosion control plan.

8. Concrete Mix Designs.

9. Asphalt Mix Designs: Formulas shall provide for a minimum Marshall Stability of 1,500 for ABC-3 and 1,800 for type S-I and S-III.

10. Plans of any staging areas that the Contractor proposes to use, showing the means of access thereto.

11. The Contractor shall submit for County approval a paper copy and electronic copy of a Schedule of Values, a Construction Schedule prepared using Microsoft Project® or other County approved software, and a Schedule of Progress Payments.

12. Dewater/Diversion plan.

13. Health and Safety plan.

14. Turbidity Monitoring plan.

15. The Contractor shall submit to the County striping details for each roadway requiring striping.

16. The Contractor shall also submit materials that will be used in the correction of elevation of the utilities, such as manholes and water valves, which will be used by the Contractor for this Contract.

NO WORK SHALL START UNTIL ALL SUBMITTALS HAVE BEEN ACCEPTED BY THE COUNTY. Once approved, no change will be allowed without the written approval of the County.

The Contractor shall also provide, on a monthly basis, an update to the Construction Schedule reflecting changes made as a result of weather, breakdowns, and unanticipated delays. The proposed production schedule shall be submitted a minimum of one (1) week prior to submitting the monthly invoices.

SP-09 SHOP DRAWINGS: The Contractor shall furnish shop drawings to the County for items of work not fully detailed in the plans which require additional drawings and coordination prior to constructing the item. The Contractor shall list the pay item number on each shop drawing submittal. If the Contractor discovers conflicts between shop drawings and specifications or otherwise, after submitting shop drawings for processing by the County, the Contractor shall immediately advise the County; in this event, the Contractor is responsible for resolving the situation through the contract's provisions. The only exception to the above provisions for deviations and conflicts is for differences between shop drawings and construction plans/specifications deemed by the County to be minor, not conflicting with the latter, nor involving cost differences of any kind. Then the Contractor shall include a written explanation with his submittal, citing the specific differences and why the County should approve the submittal under these conditions. The County's decision in this situation is final**.**

The Contractor shall submit shop drawings that are signed and sealed by a Florida Registered Engineer. Each drawing should be titled and numbered identifying each drawing by reference to construction plan sheet number and pay item number. Shop drawings are to be submitted in a format acceptable to Charlotte County.

Each set of shop drawings shall be signed and dated to attest that compliance with requirements of the Contract Documents has been met. County review of the shop drawings is for general compliance to the Contract Documents and does not relieve the Contractor of any responsibility to insure conformance to the Contract Documents. The Contractor shall at all times be responsible for the accuracy of the data and information contained on the shop drawings, including but not limited to, inverts, top elevations, and pipe sizes. The Contractor shall be responsible for any delay and/or additional expenses that result from the Contractor's failure to provide submittals in a timely manner or failure to identify portions of the submittals that do not conform to the contract documents**.**

The cost for Shop Drawings shall be considered incidental to the project or included in the bid price for the various bid items. The Contractor's representative shall have a set of approved shop drawings on-site at all times.

SP-10 LIQUIDATED DAMAGES: The work shall be completed within the Contract Time. The Contract Time shall include the preparation, submittal, review and approval of submittals, delivery of components and materials, construction, erection, assembly, adjustment, and placement into service for beneficial use of all facilities covered under this contract.

Charlotte County shall issue a Notice of Substantial Completion to the Contractor when it has determined that the work identified in the Contract has been substantially completed and that the facility is operating satisfactorily. Charlotte County shall provide the Contractor with a punch list within fourteen (14) calendar days after the Notice of Substantial Completion is issued. The punch list will identify the remaining items that must be addressed to the satisfaction of Charlotte County by the Contractor to meet his obligations under the Contract. The Contractor shall complete the items on the punch list to the satisfaction of Charlotte County within thirty (30) additional calendar days of the issuance of the Final Punch List or Notice of Substantial Completion whichever is later and prior to submittal of the application for final payment. Any costs incurred by the County (i.e. inspection time) after the 30-calendar day period shall be charged to the Contractor.

The County and the Contractor hereby agree that time is of the essence on this Contract and the County will suffer damages if the work is not substantially completed within the Contract Time, plus any extensions thereof allowed by Change Order. It is further recognized and agreed by the County and the Contractor that the determination of the exact value of the damages the County would suffer due to a delay in the Substantial Completion of the work would be a difficult, time consuming and costly process. It is therefore, hereby agreed by the County and the Contractor, that it is in their mutual interest to establish a figure of **$1,690** as Liquidated Damages (but not as a penalty) to be paid by the Contractor to the County, for each calendar day that Substantial Completion is delayed beyond the Contract Time. It is mutually agreed by the County and the Contractor that neither shall make any claim to increase or reduce the amount to be paid under Liquidated Damages as the result of any calculation of actual damages suffered by County as the result of a delay in the Substantial Completion of the work. The County reserves the right to withhold the total amount of the liquidated damages from any payment should the total amount of the liquidated damages exceed the amount of the retainage at any time.

SP-11 PROGRESS MEETING: The Contractor shall designate a representative to attend periodic Progress Meetings held at a mutually agreed upon location. Representatives from the various utilities involved will also be invited. The Contractor shall submit at each meeting revised schedule information, projected schedule for the next week, written claims for additional compensation, claims for rain days to extend the Contract, results of all testing and Value Engineering Proposals. The Contractor shall prepare and distribute meeting minutes to all attendees. The Contractor shall record all meetings minutes and supply to the County Project Manager. The County will use the updated schedule information to monitor the Contractor's production rate. Upon written notice from the County, the Contractor shall dedicate additional resources to increase the productivity rate such that the Contractor will be back on schedule. Failure to comply with the approved Construction Schedule shall result in the Contractor being considered in default and subject to suspension of this Contract.

SP-12 VALUE ENGINEERING PROPOSAL: The Contractor may offer Value Engineering Proposals (VEP) for completing work different than specified in this contract. The County will review and provide written comments to each VEP provided by the Contractor. Value Engineering Proposals accepted by the County will be implemented with the Contractor receiving a 50% share of any cost savings. The Contractor shall not be compensated for the preparation of a VEP.

SP-13 COORDINATION WITH UTILITIES: The Contractor shall notify all utility owner(s) affected by the construction prior to beginning work. Any expense of utility repair or other damage due to Contractor's operations shall be borne by the Contractor. Protection of utilities, and the like, shall be the responsibility of the Contractor who shall provide adequate protection to maintain proper service.

NOTE: The Contractor is to include, within his line-item bid prices, the costs to protect and/or support all utilities, which may be in conflict with the construction of this proposed project.

The contract documents require the Contractor to coordinate with utilities. The Contractor shall be responsible for notifying the utilities, sequencing his work to minimize conflicts with the utilities and making necessary field adjustments to accommodate the utilities.

The Contractor shall not apply the asphalt surface course until all manholes and valve covers, necessary to be set, have been set by the Contractor. The Contractor shall supply all materials to set the manholes and valve covers. Utility owners with utilities located within the County's right-of-way are required to furnish adjustment risers, if necessary. The Contractor shall request from the utility owners the necessary materials; however, the Contractor shall bear all costs necessary to complete the adjustments.

SP-14 PERMITS: The Contractor will be responsible for obtaining all permits not attached to this contract necessary to complete the work described on the Plans and in the Specifications. All work performed will be in accordance with the permit special conditions and restrictions. Specific permits obtained by the Contractor include, but are not limited to, work within a County ROW.

Prior to application for final payment, acceptance of requirements governed by project permits must be received by each permitting agency. Final payment or reduction in retainage shall not be paid until such documentation is received by the county.

If the Contractor performs any work contrary to such laws, ordinances, rules, and regulations as they pertain to permits, he shall bear all costs arising therefrom.

SP-15 DAMAGES: Areas adjacent to the construction that are damaged shall be repaired at the Contractor's expense. Restoration of adjoining areas shall be equal to or better than original condition and to the satisfaction of the County. **A Pre-Construction video shall be required and submitted to the County prior to any work starting.**

Preservation of property shall include any items (fencing, landscaping) within the limits of construction that must be removed relocated during construction will be replaced undamaged and **not within the County ROW** prior to final payment. Any items damaged will be replaced at the Contractor's expense.

Protection of personal property, utilities, structures, mailboxes, sprinkler systems, conduits, trees, shrubs, and the like, shall be the responsibility of the Contractor who shall provide adequate protection to maintain proper service. Mailboxes shall be kept in service during construction.

Once the Notice to Proceed has been issued, it shall be the responsibility of the Contractor to maintain the existing and proposed improvements until the County issues final acceptance. This includes, but not limited to maintenance of the existing pavement, mowing, maintenance of existing drainage, maintaining the right-of-way in accordance with County regulations, as well as the maintenance and repair of any new improvements damaged before the final acceptance by the County.

SP-16 TESTING:

A. All testing for this project, with the exception of tests specified herein, shall be performed by the County at no expense to the Contractor unless otherwise stated in this document. However, any testing that fails, any retesting done as a result of said failures, or expenses incurred as a direct result of the Contractor's actions, will in turn be back charged to that Contractor. To schedule any testing, the Contractor shall submit a request 24 hours in advance of the need. If testing is not performed as scheduled, due to Contractor's delay, the Contractor shall be charged all costs incurred by the County.

B. Minimum test(s) or testing to be furnished by the Contractor - The Contractor shall furnish tests for hot mix asphaltic concrete delivered to the project. Included shall be a minimum of one (1) test from each day's production of each type of mix. A Contractor's in-house laboratory is acceptable for testing if submitted test reports are accompanied with evidence of laboratory certification by the Florida Department of Transportation.

1. The Contractor's in-house laboratory shall be made available for independent testing by County forces or geo- technical testing firms employed by the County.

2. The Contractor will submit the asphalt mix test for percentage of Asphalt Cement Content, sieve analysis and stability.

3. The Contractor shall submit a certified listing of the sources and descriptions of all materials used in the mix and shall certify that the materials listed meet the specifications of the project.

SP-17 CONTINUOUS PROSECUTION OF WORK: Upon commencement of the project, the operation must be continuously prosecuted during normal work hours to its completion. The Contractor shall not interrupt work unless the County provides written authorization to suspend the work.

Once the Contract has commenced the Contactor shall not suspend work from the job site for more than 7 calendar days without written approval from the County.

Once commencing paving work for each individual roadway, the operation must be continuously prosecuted during normal duty hours to its completion. The Contractor shall not interrupt work on a roadway once the process of tack coating and/or paving has begun. The Contractor shall not demobilize forces if a roadway is not completely paved (i.e. one lane or portion of a lane).

Shoulder work for each individual roadway, to include clip-back to expose the true edge of pavement, is not to begin sooner than seven (7) calendar days prior to the paving of each individual roadway. The Contractor shall be responsible for the removal and disposal of materials. Restoration and cleanup for each individual roadway must begin no later than seven (7) calendar days after completion of the paving of each individual roadway. This work shall be continuously prosecuted to its completion. Invoices will not be approved until such time that all restoration, including sodding and shoulder work, has been completed for paving operations unless the delay in restoration resulted from conditions beyond the control of the Contractor, as determined by the County.

SP-18 QUANTITIES: The quantities, as shown on the Bid Forms, are approximate and are given only as a basis of calculation for award of the Contract. The actual quantities may vary substantially from the estimate amount.

The County reserves the right to alter (increase or decrease) any individual quantities without affecting the unit bid price for that item. When quantities of individual work items are altered, the Contractor shall accept payment in full at Contract unit bid prices for the actual quantities of work completed, and no allowance will be made for increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor, resulting either directly from such alterations,

or indirectly from unbalanced allocation among the Contract items of overhead expense on the part of the bidder and subsequent loss of expected reimbursement.

SP-19 MONTHLY ESTIMATES: As the construction work progresses, each month the Contractor will be paid the total value of the work completed and accepted during the preceding month, less five percent (5%) retainage. For the purpose of preparing a monthly estimate, the County's computations and records will be used to determine the value of all work completed and accepted as of the 25th day of each calendar month. That estimate, less retainage, less previous charges, will be paid to the Contractor. Payment will be rendered in conformance with the Local Government Prompt Payment Act, Section 218.74, Florida Statutes. Such payment shall include compensation for all labor, materials, equipment and all other incidental items necessary to perform the work.

1. The County will furnish the Contractor's Superintendent with a list of quantities and pay items summarizing the work completed during the preceding month. This comprises the monthly estimate.

2. The Contractor shall also provide, on a monthly basis, an update to the Construction Schedule reflecting changes made as a result of weather, breakdowns, and unanticipated delays. The proposed production schedule and daily reports for the period shall be submitted a minimum of one (1) week prior to submitting the monthly invoices.

3. The County's summary of pay items and submittal of the monthly estimate for subsequent payment to the Contractor shall serve as the basis for and become part of the invoice for such payment. The invoice shall be in strict conformance with the form prescribed by the County and submitted at the same time as the monthly estimate.

4. Payment approvals will be subject to the procedures established by the County.

5. Upon completion of the project and at the satisfaction of the County, final payment of the completed items, including punch list items and all retention, less all previous payments and charges, shall be made to the Contractor.

6. This Contract will not provide for fuel or other payment adjustments due to increase in material costs during the life of the contract.

7. No payment will be made for stored items.

SP-20 RESTORATION: Unless authorized by the County, the Contractor shall be responsible for the restoration costs associated with staging areas or damage to Public/Private property outside project limits.

SP-21 PRIVATE PROPERTY: The Contractor shall not occupy private land outside of any easements, permanent or temporary rights of way unless written authorization has been signed by the property owner. Prior to the use of private lands, the Contractor shall submit a copy of the approval from the Charlotte County Public Works Department to use the private property for stockpiling of construction equipment and material as well as a written agreement(s) between the Contractor and landowners, to the County. In the event that the Contractor uses private property for any purpose without first having obtained the necessary approvals from the property owner or provided the necessary submittals to the County, the County will direct the Contractor in writing to immediately cease using such property. The County furthermore reserves the right to cease all work on the project to stop until the proper submittals are received by the County or the property is returned to its pre-existing condition and the use has halted.

Prior to application for final payment, the Contractor shall provide documentation from the owner of each piece of private property for which an agreement for use was provided, or for which the County has issued written notification to the Contractor, that each owner is satisfied with the manner in which the Contractor has restored the property. Documentation of final closeout of Contractor obtained permits will be required. Final payment or reduction in retainage shall not be paid until such documentation is received by the County.

SP-22 HOMEOWNER/BUSINESS NOTIFICATION: The Contractor shall inform all business's and/or homeowners seven (7) calendar days and again at 48 hours prior to the commencement of work in the form of written notification in the area where construction will take place to the nearest cross street or in the area where the existing water and/or sewer services may be affected due to isolation of the utilities in the construction area. At both notifications, a Homeowner Notification form may be hung on doorknobs if the homeowner does not respond to knocking or a doorbell. Notification informs the residents of the time frame of construction and the name and phone number of the Contractor's designated 24 hours 7 days a week contact. If the homeowner's driveway is affected due to construction, the Contractor's notification shall inform the homeowner of the temporary driveway replacement sequence and the timeframe for final/permanent driveway restoration. Any damage outside this agreed to work zone shall be the responsibility of the Contractor at no cost to the County. All costs associated with the 'NOTICE' and notifying residents shall be considered incidental to this contract at no additional cost to the County.

TS-01 MOBILIZATION:

A. GENERAL – The work specified in this Technical Specification consists of the 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, sanitary facilities, onsite and offsite storage areas, supplies and incidentals to the project site, as required by these specifications, State and Local Laws and Regulations. The costs of bonds and any required insurance and any other preconstruction expense necessary for the start of the work, excluding the cost of construction materials, shall also be included in this Section. The Contractor shall furnish all necessary equipment storage areas.

B. PERMITS & CODES – Construction shall conform to all local, state, and federal codes and ordinances. The Contractor shall obtain any necessary dewatering permit(s) from Southwest Florida Water Management District (SWFWMD) and the N.P.D.E.S. Construction General Permit form the Florida Department of Environmental Protection (FDEP), including environmental compliance specified inspections and reporting.

C. SEQUENCING OF WORK – This project must be completed in such a manner as not to disrupt the activities of any adjacent school, other construction sites and facilities throughout the project timeframe.

D. METHOD OF MEASUREMENT – The lump sum quantity for the item of Mobilization shall be the lump sum amount and shall include all items, devices, materials, labor, operations, and all work as described herein.

E. BASIS OF PAYMENT – The work and incidental costs specified herein shall be paid at the Contract Lump Sum Price for the item of Mobilization. Mobilization shall be paid 50% upon commencement of work and 50% upon final completion and acceptance of work and will be paid as part of the final pay estimate.

Bid Item 101-1	**Mobilization**	**Lump Sum (LS)**

TS-02 MAINTENANCE OF TRAFFIC:

A. GENERAL – MOT shall conform to the provisions of the Manual on Uniform Traffic Control Devices (MUTCD), the FDOT Index 600 series, and the Charlotte County MOT Policy attached, except as modified or amended herein. The work specified in this Technical Specification consists of temporary pavements, temporary striping and marking, all barricades, high intensity lights, flashing arrow panels, variable message signs, safety fencing, maintaining traffic in the construction area to include all signs and flagmen, detours, and dust abatement.

B. WORK ZONES – All work zones shall have the FDOT required pre- and post-signs at all times (i.e., Construction Ahead, Men Working, and End Construction). All roads shall be kept open to traffic during construction unless otherwise indicated in the plans. The Contractor shall keep all public and private roads clean and safe at all times.

The Contractor shall inspect traveled roads and haul routes for trailed or spilled material. All material shall be completely removed on a daily basis. The Contractor shall take due care to avoid damaging the existing pavement and striping on all traveled roads. The Contractor shall repair any pavement and/or marking damaged on any traveled roads with the same material that existed prior, as determined by the County. Any clean-up on traveled roads, or pavement and/or marking repairs shall be incidental to the MOT Bid Item.

The Contractor shall comply with FDOT Index 600 series for all drop-offs in Work Zones. Cost of placing warning devices or barricades shall be incidental to the MOT Bid Item.

In addition to the above, the Contractor shall supply, erect, maintain and remove two (2) VMS (Variable Messaging Sign) Boards on Cochran Boulevard. One (1) board shall be installed to inform the eastbound traffic on Cochran Boulevard of the future date of the road construction and the other board to do the same for the westbound traffic on Cochran Boulevard. The messages shall be changed to indicate when the detours are in place as well as other messages deemed important.

The Contractor shall submit the wording and timing of the messages to the County for approval prior to activating the VMS boards. The boards shall be placed an adequate distance before the point of action so as to allow the traveling public time to read the message. All boards shall be installed and operating at least 10 calendar days before the work is activated. The

message shall then be appropriately modified. The VMS Boards shall then be removed promptly when the road is again permanently opened to traffic. The VMS Boards shall be incidental to the MOT bid item.

C. TEMPORARY PAVEMENTS - Contractor shall construct and maintain all temporary pavements as required by MOT work. At a minimum, the following shall be provided for temporary pavement:

Pedestrian Traffic: 4-foot minimum width 2% max cross-slope; 5% max running slope
1-inch Type-S asphalt pavement, placed on 6" sub-grade compacted to AASHTO T-99, 98% density LBR 70

Vehicular Traffic: 10-foot minimum width
2-inch Type-S-I asphalt pavement, placed on 8" sub-grade compacted to AASHTO T180, 98% density LBR 100

The above design is minimum requirements for temporary pavement. Contractor shall be responsible to provide, maintain, and replace all temporary pavements as necessary. The cost of materials, supervision, labor, and equipment for temporary pavement shall be incidental to the MOT Bid Item. Upon completion, all temporary pavements shall be removed upon the direction of Charlotte County staff.

D. TEMPORARY PAVEMENT STRIPING AND MARKING – All pavements previously striped and requiring restriping shall have temporary stripes at completion of each day or road, whichever is first. The cost of materials, supervision, labor, and equipment for temporary pavement markings shall be incidental to the MOT Bid Item.

All temporary pavement stripes and markings are to be completely removed upon the completion of that portion of work requiring the temporary markings. Any temporary markings outside the limits of construction must be removed without damage to the existing surface. Should the removal process damage the existing asphalt surface or if the markings cannot be removed without damage, the Contractor shall mill and resurface that portion of the roadway at no additional cost to the County.

E. TEMPORARY DETOURS – Temporary detours of traffic shall be permitted only as a last resort in the opinion of the County, when no other means of maintaining traffic is available, and only upon written approval of the County in compliance with the Charlotte County MOT Policy. Temporary signs are permitted as long as they are in conformance with MUTCD. If a road closure is anticipated to be in excess of 12 hours, post mounted signage is required.

F. ACCESS – The Contractor will not be permitted to isolate any existing sidewalks and access drives to homes or businesses. Alternate access shall be provided to all existing access points whenever construction interferes with the existing means of access. The Contractor shall provide and maintain in a safe condition, temporary approaches or crossings for all intersections and access points. The Contractor shall coordinate with and notify, in writing, all property owners and the County of work that may affect their access at least seven (7) calendar days in advance of their work.

G. INSPECTION OF SAFETY DEVICES – The Contractor shall inspect MOT and safety devices on a daily basis. The Contractor shall provide all necessary fencing, barricades and any other devices needed for the safety of the public. The costs for all coordination efforts and MOT efforts associated with the project and public safety shall be included in MOT.

Failure to comply with the terms in this section will result in the immediate cessation of all operations by the Contractor, until the County authorizes resumption.

H. TRAFFIC CONTROL PLAN – The Contractor shall submit a MOT Plan 15 calendar days prior to the start of any phase of construction impacting the public, for County approval. The MOT plan shall be in accordance with the Charlotte County MOT Policy, attached herein. Each time the Contractor changes the existing traffic patterns or changes the impacts to the public, a separate MOT Plan shall be required. Each new plan shall meet the requirements of this section.

When flashing arrow boards, variable message signs, or other special lighting devices are required in the Contractor's MOT Plan, as approved by the County, the costs for such items shall be included in the Contract price for MOT and shall not be paid separately.

I. TRAFFIC CONTROL DEVICES & PROCEDURES – This item of work shall require a Traffic Technician with certification in the FDOT Work Zone Traffic Control and MOT (intermediate level). The Traffic Technician shall be employed by the Contractor or retained for this project and shall be in responsible charge of this work. The Contractor shall maintain, on the job site, an adequate supply of signs, barricades, cones, stop/slow paddles, flags, and flag persons for each operation. Any person engaged in flagging duties shall have successfully completed the FDOT Basic Training Course for work zone traffic control and MOT. The Traffic Technician will be required to establish the proper work zone safety signing, traffic channelization devices, detours, and flag persons, before any work has begun, and will remain on site to supervise the operation, and make

any necessary adjustments directed by the County. Prior to utilizing any certified traffic technician, the Contractor shall supply the County with a current list of employees and copies of their certifications.

J. DUST ABATEMENT – Dust abatement shall consist of applying water or dust palliative for abatement of dust nuisance originating within the project limits. The methods, materials and procedures for dust abatement shall be subject to approval by the County. Dust Abatement operations shall be performed at all the times, locations, and in the amounts necessary to ensure compliance with this section. Dust abatement operations shall be continuous twenty-four (24) hours per day / seven (7) days per week. Dust Abatement shall be incidental to the MOT Bid Item. Any failure to contain dust within the project limits will cause the entire project to be shut down until such time as the situation is corrected, without any contract time extension.

K. METHOD OF MEASUREMENT – The quantity for MOT shall be one lump sum. MOT shall include all items, devices, materials, operations, signs, temporary pavement, temporary pavement markings and stripes, removal of temporary markings and stripes, dust abatement and all work as described herein.

L. BASIS OF PAYMENT – Price and payment will be full compensation for all work specified in this specification including all labor, materials, hardware, and incidental costs. Such price and payment shall constitute all items of work described herein completed and accepted. Payment for MOT shall be made under:

Bid Item 102-1	**Maintenance of Traffic**	**Lump Sum (LS)**

TS-03 PREVENTION, CONTROL AND ABATEMENT OF EROSION AND WATER POLLUTION:

A. GENERAL – The work specified in this Technical Specification includes all necessary work, material, and labor to install and maintain erosion control devices as well as to acquire and report compliance with the Contractor's N.P.D.E.S. Permit and/or the approved Stormwater Pollution Prevention Plan. The work under this section shall include, but is not limited to the following:

B. TEMPORARY EROSION CONTROL – The work in this section consists of the material, labor and placement of erosion control related items including, but not limited to, synthetic bales or barriers, silt screens, floating turbidity barriers, staked turbidity barriers, screens, dewatering and settling basins as modified by the plans and herein. The work specified shall consist of furnishing all materials, equipment, labor, and operations necessary for complete temporary erosion control during the course of this project.

The Contractor's Erosion Control Plan shall implement the Best Management Practices in the Construction Plans and shall include 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. Contractor shall be responsible for management and implementation of all associated permit conditions and requirements. Do not begin any soil disturbing activities until County approval of the Contractor's Erosion Control Plan, including all required signed certification statements. No separate payment shall be made to the Contractor for above work required by this section.

1. Turbidity Monitoring: The Contractor shall be required to monitor each site for turbidity twice a day during actual construction. The Contractor shall prepare a turbidity monitoring plan with locations upstream and downstream of the last erosion control device. The turbidity monitoring plans shall be submitted at the Preconstruction Conference for County approval. Turbidity readings shall be in Nephelometric Turbidity Units (NTU) as outlined in "Turbidity, Method 180.1". Any time sampling results indicate that the background turbidity level is exceeded by 29 NTUs at the downstream sampling location, or as specified in the Environmental Resource Permit, the Contractor shall stop the work activity that created the turbidity. The Contractor must notify the appropriate state agency as well as the County and correct the violation of water quality standards prior to returning to the activity. Weekly sampling reports shall be submitted to the County.

2. Staked Silt Fences, Synthetic Bales or Barriers: Staked silt fences, synthetic bales or barriers shall be placed in the swales at a minimum of 30' upstream from the top of the bank of the canal, or as directed by the County. Staked silt fences, synthetic bales or barriers shall remain in place and maintained until the project is completed and accepted by the County. The Contractor's work shall be in conformance with FDOT Specification 104 and the State of Florida Erosion and Sediment Control Manual.

3. Staked and Floating Turbidity Barriers: Staked and Floating turbidity barriers shall be installed prior to any work and shall remain in place and maintained until all generated turbidity subsides to the approval of the County. Contractor shall install turbidity screens in conformance to FDOT Specification 104 and the State of Florida Erosion and Sediment Control Manual.

4. Acquisition of N.P.D.E.S. Permit: Acquisition of the N.P.D.E.S. permit, if required, and all related compliance efforts shall be considered incidental to the project and shall be paid for under this pay item.

C. PRE-CONSTRUCTION REQUIREMENTS AND DEP GENERIC PERMIT - The DEP Generic Permit is issued under the State of Florida's authority to administer the N.P.D.E.S. Stormwater program. The Contractor shall prepare and submit a Notice of Intent (NOI) to use and obtain coverage under the DEP Generic Permit prior to construction. All permit fees shall be paid by the Contractor. The County has provided project-specific Best Management Practices in the Construction Plans. The County has obtained Southwest Florida Water Management District (SWFWMD) approval of Construction Plans for the project. The Contractor shall obtain and provide the acknowledgment letter for N.P.D.E.S. coverage and the Contractor's Erosion Control Plan to the County prior to construction. Acquisition of the N.P.D.E.S. permit and all related compliance efforts shall be considered incidental to the project and shall be paid for under this pay item.

D. METHOD OF MEASUREMENT – The quantity of prevention, control and abatement of erosion and water pollution as shown on the bid form is approximate and is given only as a basis of calculation for award of the contract. The actual quantities may vary substantially from the estimated amount; however, the Contractor shall not exceed bid quantity without written approval from the County. Separate items for temporary erosion control features are incidental to the Contract. The bid quantity of floating turbidity barrier and staked silt fence to be paid for will be the total length, in feet, furnished, installed. The quantity to be paid for in this specification shall be paid for per linear foot once satisfactorily completed and accepted.

E. BASIS OF PAYMENT – Price and payment will be full compensation for all work specified in this specification including all labor, materials, hardware, and incidental costs. Such price and payment shall constitute all items of work described herein completed and accepted. Payment for prevention, control and abatement of erosion and water pollution shall be made under:

Bid Item 104-10-3	**Sediment Barrier**	**Linear Feet (LF)**
Bid Item 104-11	**Floating Turbidity Barrier**	**Linear Feet (LF)**

TS-04 CLEARING & GRUBBING:

A. GENERAL – The work specified in this Technical Specification will include any and all items within the project area to be removed including but not limited to the removal and disposal of all trees (other than those identified to remain), shrubs, debris, roots, root mat and hair roots, and other debris, pipes, asphalt, guardrail, concrete, abandoned utilities and objects; and the relocation and furnishing of mailboxes. Clearing and Grubbing shall include all areas within the project limits, including pond sites, as indicated on the Construction Plans and shall conform to the requirements of the FDOT Specifications Section 110-1 through 110-10.3 of the FDOT Standard Specifications and applicable FDOT Standard Indexes, except as amended herein.

B. OWNERSHIP OF CLEARING AND GRUBBING MATERIAL - Unless otherwise specified, all material removed in performing clearing and grubbing shall become the property of the Contractor at the time the material is changed from the pre-construction condition. Materials shall be disposed of in a legal manner, burning of material is prohibited. Stockpiling any materials on site shall be prohibited.

Removal of concrete pavement, concrete sidewalk, concrete driveways, and other concrete structures shall also be included in Pay Item 110-1, Clearing and Grubbing. The Contractor shall cut and cap all irrigation lines within the ROW, maintenance and/or Temporary Construction Easements, whether shown or not shown on the plans.

C. METHOD OF MEASUREMENT – The quantity of clearing and grubbing as shown on the bid form is approximate and is given only as a basis of calculation for award of the contract. The actual quantities may vary substantially from the estimated amount; however, the Contractor shall not exceed bid quantity without written approval from the County.

Mailboxes, as shown on the Bid Form, is approximate and is given only as a basis of calculation for award of the Contract. The quantity to be paid for in this specification shall be paid for in lump sum/each once satisfactorily completed and accepted.

D. BASIS OF PAYMENT – Price and payment will be full compensation for all work specified in this specification including all labor, materials, hardware, and incidental costs. Such price and payment shall constitute all items of work described herein completed and accepted. Payment for clearing and grubbing shall be made under:

Bid Item 110-1-1	**Clearing and Grubbing**	**Lump Sum (LS)**

TS-05 EXCAVATION & EMBANKMENT:

A. GENERAL – Excavation and Embankment shall include regular excavation, borrow excavation, subsoil excavation, lateral ditch excavation, channel excavation, embankment, offsite borrow, and grading, includes hauling, removal and off-site legal disposal or on-site utilization of all materials, including structures, abandoned utilities, and obstructions, placing and compacting of all materials furnishing borrow material, final dressing and shall conform to the requirements of the FDOT Specifications Section 120-1 through 120-12 of the FDOT Standard Specifications and applicable FDOT Standard Indexes, except as amended herein.

B. REMOVAL AND DISPOSAL OF UNSUITABLE MATERIALS – The Contractor shall remove and dispose of materials deemed unsuitable by the County for use in roadway embankment as encountered within the project limits during excavation activities or otherwise affecting any work associated with the proposed project. Such material shall become the property of the Contractor and disposed of in a manner allowed by law. The cost of materials, supervision, labor and equipment for removal and disposal of unsuitable materials shall be incidental to the Excavation and Embankment Bid Item. No allowance, adjustment or separate payment will be made for investigation and/or difficulties with the removal of any hard rock strata or unsuitable material during excavation.

C. METHOD OF MEASUREMENT – The quantity to be paid for Excavation and Embankment shall be Cubic Yard (CY), completed and accepted, and shall include all items and all work described herein, as specified in the Plans.

D. BASIS OF PAYMENT – Price and payment will be full compensation for all work specified in this specification including all labor, materials, hardware, and incidental costs. Such price and payment shall constitute all items of work described herein completed and accepted. Payment for excavation and embankment shall be made under:

Bid Item 120-1	**Excavation**	**Cubic Yard (CY)**
Bid Item 120-6	**Embankment**	**Cubic Yard (CY)**

TS-06 STABILIZING TYPE B:

A. GENERAL – The work specified in this Technical Specification consists of the stabilizing of designated portions of the roadbed and sidewalks to provide a firm and unyielding subgrade, having the required bearing value specified in the plans. Shall be compacted to AASHTO T-180, 98% density. Construction methods shall conform to the requirements of the FDOT Specifications Section 160-3 and 160-4 of the FDOT Standard Specifications, except as amended herein.

B. METHOD OF MEASUREMENT – The quantity of stabilized subbase as shown on the bid form is approximate and is given only as a basis of calculation for award of the contract. The actual quantities may vary substantially from the estimated amount: however, the Contractor shall not exceed bid quantity without written approval from the County. The quantity to be paid for in this specification shall be paid for per square yards once satisfactorily completed and accepted.

C. BASIS OF PAYMENT - Price and payment will be full compensation for all work specified in this specification including all labor, materials, hardware, and incidental costs. Such price and payment shall constitute all items of work described herein completed and accepted. Payment for stabilized subbase shall be made under:

Bid Item 160-4-4	**Type B Stabilization LBR 70 (6")**	**Square Yards (SY)**
Bid Item 160-4-12	**Type B Stabilization LBR 70 (12")**	**Square Yards (SY)**

TS-07 OPTIONAL BASE GROUP:

A. GENERAL - The work specified in this Technical Specification consists of base construction of one (1) of the optional materials. It shall be constructed on the prepared subbase in accordance with these specifications and in conformity with the lines, grades, and notes and typical cross-section shown in the plans. Shell be compacted to AASHTO T-180, 98% density. The materials shall meet the requirements set forth for Optional Base Group, utilizing one (1) of the following materials below:

1. Lime rock – LBR 100
2. Shell Rock - LBR 100
3. Bank Run Shell – LBR 100
4. Additional base material may be utilized upon request at the County’s sole discretion

B. METHOD OF MEASUREMENT – The quantity of base construction as shown on the bid form is approximate and is given only as a basis of calculation for award of the contract. The actual quantities may vary substantially from the estimated

amount; however, the Contractor shall not exceed bid quantity without written approval from the County. The quantity to be paid for in this specification shall be paid for per square yards once satisfactorily completed and accepted.

C. BASIS OF PAYMENT – Price and payment will be full compensation for all work specified in this specification including all labor, materials, hardware, and incidental costs. Such price and payment shall constitute all items of work described herein completed and accepted. Payment for optional base group shall be made under:

Bid Item 285-701	**Optional Base, Base Group 1**	**Square Yards (SY)**
Bid Item 285-709	**Optional Base, Base Group 9**	**Square Yards (SY)**

TS-08 PIPE CULVERT:

A. GENERAL – The work specified in this Technical Specification shall conform to the requirements of Section 125 and 430 of the FDOT Standard Specifications and FDOT Standard Index, except as amended herein. Furnish and install Class III drainage pipe and mitered end sections at the locations called for in the plans, no substitutions of pipe will be accepted. Furnish and construct joints and connections to existing pipes, catch basins, inlets, manholes, walls, as may be required to complete the work.

B. BACKFILL UNDER WET CONDITIONS – Where wet conditions are such that dewatering by normal pumping methods would not be effective, the procedure outlined below may be used when specifically authorized by the Engineer in writing. The County will not pay for select material that might be used by the Contractor for his own convenience instead of dewatering. The County will permit the use of granular material below the elevation at which mechanical tampers would be effective, but only material classified as A-3. Place and compact the material using timbers or hand tampers until the backfill reaches an elevation such that its moisture content will permit the use of mechanical tampers. When the backfill has reached such elevation, use normally acceptable backfill material. Compact the material using mechanical tampers in such manner and to such extent as to transfer the compacting force into the material previously tamped by hand. The County will permit the use of coarse aggregate for pipe bedding only, below the elevation at which mechanical tampers would be effective. Use coarse aggregate as specified in Section 901 for Aggregate Size Number 89, 8, 78, 7, 68, 6, or 57. Place the coarse aggregate such that it will be stable and firm. Fully wrap the aggregate with a layer of Type D-4 filter fabric. Do not place coarse aggregate within 4 feet of the ends of the trench or ditch. Use normally accepted backfill material at the ends.

No pipe shall be placed in a wet or yielding trench. Any bedding material and/or fabric material that is not acceptable to County shall be replaced at the Contractors expense. Bedding material shall be incidental to this bid item.

Wrap all reinforced concrete pipe joints (round and elliptical) with a geotextile fabric as depicted in the “Filter Fabric Jacket” detail, Index 280 of the FDOT Design Standards. The unit cost for placement of pipe includes joint wrapping.

All excavation, trenching and related sheeting and bracing shall conform to the requirements of the Florida Trench Safety Act (C5/5B 2626) which incorporates by reference, OSHA’s excavation safety standards, (29 CFR 1926.650 Subpart P).

Pipes to be set at design elevation with 0.00'+ tolerance and .04'- tolerance.

Final pipe inspection per section 430-4.8 of the FDOT Standard Specifications will be required except as amended herein. A DVD video report will not be required **unless** a visual inspection cannot be performed, or a visual inspection uncovers a deviation of the line, grade, shape, debris, leeks, or other defects.

C. METHOD OF MEASUREMENT – The quantity of storm drainpipe, storm drain trench, cross drainpipe, side drainpipe and gutter drainpipe as shown on the bid form is approximate and is given only as a basis of calculation for award of the contract. The actual quantities may vary substantially from the estimated amount; however, the Contractor shall not exceed bid quantity without written approval from the County. The quantity to be paid for in this specification shall be paid for per linear foot and/or per each once satisfactorily completed and accepted.

D. BASIS OF PAYMENT – Price and payment will be full compensation for all work specified in this specification including all labor, materials, hardware, and incidental costs. Such price and payment shall constitute all items of work described herein completed and accepted. Payment for pipe culvert shall be made under:

Bid Item 430-174-218	**Pipe Culvert, Other Shape - Elliptical/Arch, 14" X 23" S/CD**	**Linear Feet (LF)**
Bid Item 430-175-254	**Pipe Culvert, Round, 54"S/CD**	**Linear Feet (LF)**
Bid Item 430-982-642	**Mitered End Sect, Opt – Other 54” CD**	**Each (EA)**

TS-09 CONCRETE DRIVEWAY:

A. GENERAL: The work specified in this Technical Specification is for the replacement or construction of concrete driveways. The driveways, if necessary, shall be saw cut and removed at the locations determined by the County. No work will be performed beyond the County right of way unless so directed by the County. Driveways will be reconstructed to match their original configuration or as designated by the County. This work will include the disposal of all unwanted materials associated with the driveway reconstruction, i.e. concrete, asphalt, pipes. All driveways shall have a minimum 8-inch subgrade (Min. LBR 70, 98% compaction by AASHTO T-180) and be tested for compaction and density.

All concrete driveways shall have, as indicated on the attached drawings; a footer with two (2) #5 rebar, set one (1) above the other adjacent to the roadway. Concrete driveways contraction joints shall be tooled at 10-foot intervals, both for longitudinal and transverse joints. All driveways must be sloped in such a manner that they do not hold water or pond water at the intersection with the road. Driveways with "birdbaths" (according to County) will have to be reconstructed at the Contractor's expense.

Tolerance allowed on swale driveways will not exceed ±¼". All drives not falling within tolerances will be redone at the Contractor's expense. The Contractor is required to schedule driveway construction with the residents and to maintain access to affected residences.

No cracks shall be allowed in the driveways for the duration of the contract. Any cracks or defects shall be just cause for the County to direct the Contractor to remove and replace the driveway at no additional costs to the County.

B. MATERIALS: Meet the requirements specified in the FDOT Standard Specifications Section 346-3 Class I having a minimum compressive strength of 3,000 PSI after 28 days and have fibermesh reinforcement. Reinforcement shall be achieved by the addition and distribution of either glass fibers or virgin polypropylene fibers throughout freshly mixed concrete. ASTM C-1116 establishes standards and covers the mixing of fiber-reinforced concrete at the batching plant and its delivery to the job site.

Reinforcing fibers shall be used in strict accordance with the fiber-reinforcement manufacturer's instructions and recommendations as to type and amount for uniform and complete distribution. The fiber manufacturer or approved supplier shall provide the services of a qualified technical representative for a pre-job meeting and initial concrete driveway construction. Only fibers designed and manufactured specifically for use in concrete so certified by the manufacturer shall be acceptable.

In the event that the specified test taken on the job site indicates that the mixture of fibers does not produce concrete of the desired strength, the Contractor shall adjust the mix accordingly to obtain the required strength, at no additional cost to the County. Bar reinforcement shall be placed in the footer area adjacent to the edge of roadway pavement, as shown on the County's Standard Driveway Detail.

The Engineer, at his discretion, will sample the fresh concrete and perform the appropriate tests at frequencies established in the FDOT's "Sampling, Testing and Reporting Guide", or as otherwise required.

C. CURING: Curing compound shall be applied in accordance with the FDOT Section 520-8.3 only except as amended herein.

D. METHOD OF MEASUREMENT: The quantity of driveway construction as shown on the bid form is approximate and is given only as a basis of calculation for award of the contract. The actual quantities may vary substantially from the estimated amount; however, the contractor shall not exceed bid quantity without written approval from the County. The quantity to be paid for in this specification shall be paid for per square yards once satisfactorily completed and accepted.

E. BASIS OF PAYMENT: Price and payment will be full compensation for all work specified in this specification including all labor, materials, hardware and incidental costs. Such price and payment shall constitute all items of work described herein completed and accepted. Payment for concrete driveway shall be made under:

Bid item 522-4	**Concrete Driveway, 4" Thick**	**Square Yards (SY)**
Bid Item 522-6	**Concrete Driveway, 6" Thick**	**Square Yards (SY)**

TS-10 GUARDRAIL:

A. GENERAL – This work shall conform to the requirements of the latest edition of FDOT Standard Specifications Section 536 except as amended herein. All items and all work including the removal of existing guardrail, shall conform to the lines,

grade, dimensions, cross sections, and notes as specified on the Construction Plans. Construct guardrail of the standard W-beam beam type. Use materials for the rail and rail elements meeting the steel requirements of 967-1.

The Contractor shall provide the County a certification from the manufacturer confirming that all materials meet the requirements of Section 536.

B. METHOD OF MEASUREMENT - The quantity of guardrail as shown on the bid form is approximate and is given only as a basis of calculation for award of the contract. The actual quantities may vary substantially from the estimated amount; however, the Contractor shall not exceed bid quantity without written approval from the County. The quantity to be paid for in this specification shall be paid for per linear foot and/or each once satisfactorily completed and accepted.

C. BASIS OF PAYMENT - Price and payment will be full compensation for all work specified in this specification including all labor, materials, hardware and incidental costs. Such price and payment shall constitute all items of work described herein completed and accepted. Payment for guardrail shall be made under:

Bid Item 536-1-1	**Guardrail**	**Linear Foot (LF)**
Bid Item 536-73	**Guardrail Removal**	**Linear Foot (LF)**
Bid Item 536-85-20	**End Anchorage Assembly (Trailing Anchorage)**	**Each (EA)**
Bid Item 536-85-24	**End Anchorage Assembly (Parallel)**	**Each (EA)**

TS-11 PERFORMANCE TURF:

A. GENERAL – The work specified in this Technical Specification shall conform to the requirements of the FDOT Standard Specifications Section 570, except as amended herein. The Performance Turf item shall consist of furnishing, placing, fertilizing, and watering required to ensure a healthy strand of grass.

Sod Species – Argentine Bahia will be considered the “standard” sod species. When sodding in areas of maintained lawn, disturbed by construction, the sod species shall be of the type existing. Sod shall be placed immediately behind the fill operation to maintain slope and prevent erosion. The Contractor will be responsible to repair any areas of erosion which occur in his work prior to acceptance by the County.

Maintenance – The Contractor shall, at his expense, maintain the sodded areas in a satisfactory condition until final acceptance of the project. Such maintenance shall include litter removal, mowing, filling, leveling, and repairing of any washed or eroded areas, as may be necessary. The County, at any time, may require replanting of any areas in which the establishment of the sod does not appear to be developing satisfactorily, at no additional expense to the County.

B. METHOD OF MEASUREMENT – The quantity of performance turf as shown on the bid form is approximate and is given only as a basis of calculation for award of the contract. The actual quantities may vary substantially from the estimated amount; however, the Contractor shall not exceed bid quantity without written approval from the County. No special or separate allowance will be made for watering, mowing, fertilizer, for specialty sod varieties and/or rolling and tamping as required in said Section 570. Such price and payment for Performance Turf shall constitute full compensation for all items and all work described herein, including furnishing the appropriate species of sod, installing sod, rolling/tamping, sufficient watering, fertilizing, and mowing to maintain the sod in a healthy growing condition until the project is substantially complete. The quantity to be paid for in this specification shall be paid for per square yards once satisfactorily completed and accepted.

C. BASIS OF PAYMENT – Price and payment will be full compensation for all work specified in this specification including all labor, materials, hardware, and incidental costs. Such price and payment shall constitute all items of work described herein completed and accepted. Payment for performance turf shall be made under:

Bid Item 570-1-2	**Performance Turf, Sod**	**Square Yards (SY)**

TS-12 HIGHWAY SIGNING:

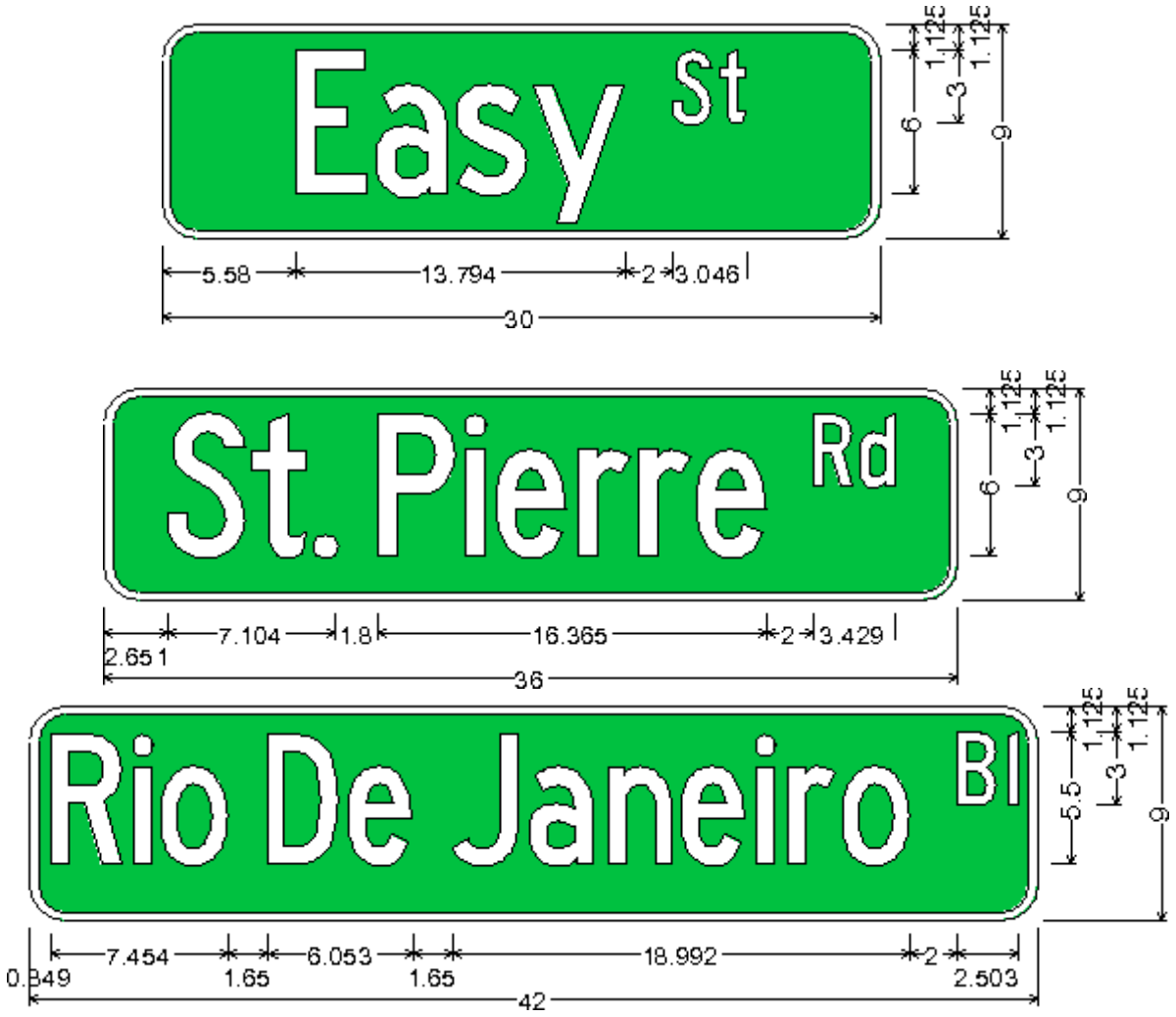
A. GENERAL – The work specified in this Technical Specification shall consist of furnishing and installing new highway signs, relocation of existing signs and removal of existing signs in conformance with these specifications and the types, sizes, and dimensions as shown on the detailed plans. The County designates ground traffic signs as signs erected on the shoulders, slopes, or medians, but not extending over the traveled roadway and may further classify these signs as single post or multi-post. The County designates signs erected partially or completely over the traveled roadway or mounted on bridges as overhead traffic signs and may further classify these signs as overhead cantilever or span traffic signs. The link to the Charlotte County Supplemental Specification is provided within this document.

Construction of new highway signs, relocation of existing signs, and removal of existing signs shall conform with the requirements of Section 700 of the FDOT Standard Specifications for Road and Bridge Construction, and in accordance with FDOT, Roadway and Traffic Design Standard Index's and the Charlotte County Supplemental Specifications Traffic Signal Installations, except as amended herein.

B. SIGN FACE -

1. Reflective Sheeting: The film shall be either 3M High Intensity Prismatic Sheeting, 3M VIP Diamond Grade Reflective Sheeting, or a County approved equal.

a. Silk screening or Electro Cut material may be overlaid onto the sheeting.
b. Stop signs shall use 3M VIP Diamond Grade Sheeting, or a County approved equal.
c. Pedestrian warning signs shall be made of Diamond Grad Fluorescent VIP Yellow Green Microprismatic Reflective Sheeting
d. Street signs are to be green with silver lettering and borders. Street signs are to be made with silver Hi Prismatic material, with green EC material overlaid onto the material. The border width is to be 0.375" with the radius of the corners of 1.5". The maximum size of the street sign blank is 42" X 9". If the street name, once laid out, will not fit on the 42" blank, the size of the letters may be reduced to 5" C Series letters to accommodate the street name. No letters are to touch or penetrate the border.
e. All other signs shall use 3M Scotchlite 3870 High Intensity Reflective Sheeting.



2. Sign Film and Film Application Tape: The traffic control sign film shall consist of highly durable, transparent, acrylic-colored films, coated with a transparent, pressure sensitive adhesive, protected by a removable translucent synthetic, release liner.

3. Shape, Size, Legends, and Color: Sign faces shall meet the shape, size, legends, and color requirements of the Manual on Uniform Traffic Control Devices and the Standard Highway Signs Manual latest editions.

All street names are to be 6" C Series letters, with 3" C Series letters designation the type of road (i.e. Street, Road, Boulevard, Drive, Way).

4. Aluminum Sign Blanks: All sign blanks and street signs shall be fabricated from aluminum sheet conforming to ASTM Specification B209, with 5052-H38 Alloy and shall have a thickness of 0.080 inches.

Sign blank dimensions, hole size, location of holes, and corner radii shall be as defined in the U.S. Department of Transportation Standard Highway Manual, and the Manual on Uniform Traffic Control Devices.

5. Signposts: Steel posts shall conform to the standard specification of hot-rolled carbon sheet steel, structural quality. The cross section of the post shall be a square tube formed of 14-gauge square galvanized steel posts – full punch. Posts to be 2" square, carefully rolled to size and welded in the corner. The furnished members shall be straight and shall have a smooth uniform finish.

All signpost outside concreted areas shall be placed with Hi Strength Concrete Mix with meets or exceeds ASTM C- 387 Specifications. Each post shall have a minimum of 20 pounds and a maximum of 40 pounds of concrete placed around each post. The top of the concrete shall be a minimum of 24" below the final surface.

All signs placed in concreted areas shall have a 12" PVC pipe liner insert surrounding the signpost. The PVC shall be flush with the final surface of the surrounding concrete and be filled with dirt to support the sign. These shall not be filled with concrete.

6. Sign Height & Locations: All post mounted signs shall conform to the MUTCD standards.

C. METHOD OF MEASUREMENT – The quantity of highway signing as shown on the bid form is approximate and is given only as a basis of calculation for award of the contract. The actual quantities may vary substantially from the estimated amount; however, the Contractor shall not exceed bid quantity without written approval from the County. The quantity to be paid for in this specification shall be paid for per each and/or per assembly once satisfactorily completed and accepted.

D. BASIS OF PAYMENT – Price and payment will be full compensation for all work specified in this specification including all labor, materials, hardware, and incidental costs. Such price and payment shall constitute all items of work described herein completed and accepted. Payment for highway signing shall be made under:

Bid Item 700-1-111	**Single Column Ground Sign Assembly, F and I, Ground Mount, < 12 SF**	**Assembly (AS)**
Bid Item 700-1-500	**Single Column Ground Sign Assembly, Relocate**	**Assembly (AS)**
Bid Item 705-10-3	**Object Marker, Type 3**	**Each (EA)**
Bid Item 706-1-3	**Pavement Marker, Type B**	**Each (EA)**

TS-13 PAINTED PAVEMENT MARKINGS:

A. GENERAL – The work specified in this Technical Specification consists of layout, furnishing, erecting, installing, and placing all materials and assemblies associated with painted pavement markings at locations indicated on the Construction Plans. The work shall conform to the requirements of FDOT Standard Specifications Section 710; and the Manual on Uniform Traffic Control Devices, except as amended herein.

The Contractor shall be responsible to place stop bars, crosswalks, legends, center line, reflective pavement markers and edge stripes on the final wearing surface. The Contractor shall give the County fourteen (14) calendar day written notice prior to the date the pavement will be ready for the final markings. Second coat of paint for final markings shall be installed no sooner than (30) calendar days from the completion of the first coat, centerline and edge stripes shall be 6" in width while crosswalks shall be 12" and stop bars shall be 24".

If necessary, the Contractor shall complete corrective work, by hydro-blasting to obliterate existing striping without damaging the final surface. Should damage result of these actions, the area is to be milled to a depth of at least 1-½" and resurfaced at

no additional cost to the County. Should any stripes or pavement message become worn, covered in tack, or otherwise become in need or refreshing, in the opinion of the County, the Contractor shall repaint the identified stripe and or message at no additional expense to the County.

B. METHOD OF MEASUREMENT – The quantity to be paid under this section shall be in Gross Mile (GM) for the completed and accepted work in this section, divided by first and second coats.

C. BASIS OF PAYMENT – Price and payment will be full compensation for all work specified in this specification including all labor, materials, hardware, and incidental costs. Such price and payment shall constitute all items of work described herein completed and accepted. Payment for painted pavement markings shall be made under:

Bid Item 710-11-101	**Painted Pavement Markings White 6”**	**Gross Mile (GM)**
Bid Item 710-11-231	**Painted Pavement Markings Yellow 6”**	**Gross Mile (GM)**

TS-14 AS-BUILT DRAWINGS:

A. The Contractor shall provide field engineering services, which includes, but is not limited to establishing elevations, lines, and levels utilizing recognized engineering and surveying practices. The work shall include furnishing, placing, and maintaining construction station boards (max 100’ intervals) and any other stakes or monuments necessary for the successful completion of the work in accordance with FDOT Specifications, Section 5-7 and as amended.

B. All survey work shall be accomplished in accordance with Minimum Technical Standards for Land Surveyors Rule 5J-17 F.A.C. pursuant to Florida Statues 472.027 and special instructions.

C. It is emphasized that the Contractor shall be responsible for the engineering layout of the Work, and that the cost of performing such work shall be included in the bid prices for the various bid items or considered incidental to those items.

D. The Contractor shall verify locations of survey control and reference points prior to starting work, and promptly notify the County of any discrepancies discovered.

E. During the course of the rehabilitation, any property corners (i.e., iron rods, concrete monuments, PRMs and section corners) disturbed as a result of the Contractor’s work shall, at the Contractor’s expense, be reset by a Florida Professional Surveyor and Mapper licensed in the state of Florida. The Contractor shall make no changes without prior written notice to the County.

F. The Contractor shall obtain the services of a State of Florida licensed Professional Surveyor and Mapper (PSM) in good standing with the State to certify all project As-Built Data. The Contractor will submit to the PSM a copy of their project As-Built Drawings for the PSM to use in developing the project As-Built Data. The As-Built Data shall be the result of field located survey work that is verified and accurately represented in electronic or digital format by the PSM using sound and accepted land surveying methods and procedures. The project As-Built Data shall result in a signed and sealed As-Built Drawing by the PSM. The Contractor shall be responsible for transmitting the project As-Built Data and copies of the As-Built Drawings and the Contractor’s As-Built drawings to Charlotte County. The Contractor shall submit two (2) sets of As-Built Drawing’s, signed, and sealed by a Florida Professional Surveyor and Mapper licensed in the State of Florida, prior to Notice of Substantial Completion. In addition to the two (2) sets, an electronic copy of the as-builts must be provided to the Public Works Department. Acceptable media includes email, thumb drive, CD or DVD and must be provided in both DXF or DWG and PDF Format (Note: If Micro Station is used for the design, DGN, PDF and DXF Formats must be provided). As an alternate to providing the media an e-mail of both DXF and PDF (For Micro Station Users: also provide the DGN) formats will be acceptable however, the files must be less than two (2) megs and can be e-mailed to the Project Manager for Charlotte County. In the event the County does not approve the As-Built Drawings, the Contractor shall be responsible to remedy any deviations.

In addition, an electronic copy of the as-builts must be provided in an ArcGIS file geodatabase or shape file format compatible with the most current version of ArcGIS. This can either be exported with relevant information from CAD files or built using ArcGIS software. The GIS data must use the following projection:

NAD_1983_StatePlane_Florida_WestZone(1990 Adjustment)_FIPS_0902_Feet.

If orthometric height data is collected at this scale, the North American Vertical Datum (NAVD88) derived from differential leveling or from the appropriate NGS geoidal model is the required vertical datum.

G. At a minimum, the As-Built Drawings shall include the following information, recorded on County-provided construction drawings:

1. Stormwater System- Show all culverts, pipes, weirs, and inlets. Elevations and lengths shall be recorded for all culverts, pipe runs, tops, grates and inverts as detailed on the plans.

2. Discharge Structures – Locations, dimensions, and elevations of all, including weirs, orifices, gates, pumps, pipes, and oil and grease skimmers.

3. Storage areas for treatment and attenuation (ponds) – dimensions, elevations, contours, or cross-sections of all, sufficient to determine stage-storage relationships of the storage area and the permanent pool depth and volume below the control elevation for normally wet systems.

4. System Grading – dimensions, elevations, contours, final grades, or cross-sections to determine contributing drainage areas, flow directions and conveyance of runoff to the system discharge point(s).

5. Conveyance – dimensions, elevations, contours, final grades, or cross-sections of systems utilized to divert offsite runoff around or through the new system.

6. Water levels – existing water elevation(s) and the date determined.

7. Benchmark(s) – location and description (minimum of one (1) per major water control structure).

8. Roadway – Information shall be recorded for beginning and end stations, and 50' stations. Elevations and distances shall be recorded for centerline for roadway, edge of pavement, edge of shoulder, top of swale, and flow line of swale as detailed on the plans.

H. In compliance with the Southwest Florida Water Management District Permit(s) "As-Built Drawings and Information Checklist", the Contractor shall place a permanent benchmark within 50 feet of each control structure as identified in the plans.

I. The Contractor shall maintain a complete and accurate log of control and survey work as it progresses. An As-Built Survey Drawing, based on field survey as-built data shall be prepared and signed and sealed by a Florida Professional Surveyor and Mapper, licensed in the state of Florida. The As-Built Survey Drawing and a copy of the field notes signed and sealed by a Professional Land Surveyor shall be submitted with the As-Built Drawings. As a final deliverable the right of way will be monumented on the ground and the As-Built Drawings will reflect the monumentation either recovered or set by the Florida Professional Surveyor and Mapper responsible for the Drawings.

J. METHOD OF MEASUREMENT – The quantity to be paid under this section shall be in lump sum (LS) for the completed and accepted work in this section.

K. BASIS OF PAYMENT - No direct payment will be made for Surveying. The cost for Surveying shall be considered incidental to the project or included in the bid price for the various bid items. The costs to produce As Built drawings shall include all labor, materials, and equipment necessary to produce an approved product. Payment shall be made under:

TS-14	**As-Built Drawings**	**Lump Sum (LS)**

TS-15 SUBCONTRACTING, SUBLETTING AND/OR ASSIGNMENT: The Contractor shall not subcontract, sublet, or otherwise assign more than forty-nine percent (49%) of the Contract value.

TS-16 REFERENCES: Contractor shall submit a minimum of three (3) recent (within the past five (5) years) references of projects of similar size and scope on the attached reference form. Each reference shall include a project description, project location, name and phone number of a contact person, total project amount, and completion date. The County reserves the right to contact references.

TS-17 CRITERIA FOR AWARD: The award of this bid will be to the lowest responsive, responsible bidder(s) meeting or exceeding all of the specifications. Other considerations of award may be completion time and references.

County reserves the right to reject the bid proposal of any bidder who has previously failed to perform properly, or on time, contracts of similar nature; or who is not in a position to satisfactorily perform the contract. If, after bid opening, the lowest bidder is deemed non-responsible by the County, such bidder shall receive written notice from the County of this determination. The bidder shall have five business days from the date of this notice to dispute the determination and to provide to the County any additional information it deems relevant regarding the bidder's responsibility. The County shall make a final determination regarding the bidder's responsibility at the time of award of the contract.

The projects, programs, and activities to be completed under this Agreement are fully or partially funded by Federal funding, grants and/or disaster assistance from various federal and state agencies including, but not limited to, the Florida Division of Emergency Management (FDEM) and the Federal Emergency Management Agency (FEMA). Therefore, consultants, contractors and their subcontractors (hereinafter referred to as "Contractor") will be required to comply with the applicable provisions of 2 C.F.R. Part 200, Appendix II and with the following provisions, **as applicable.** The Contractor shall require compliance with all applicable federal requirements as may be required by 2 C.F.R. Part 200, Appendix II, and as are listed below, of all subcontractors performing work the value of which is in excess of $10,000, by including these federal requirements in all contracts with subcontractors.

Title VI List of Pertinent Nondiscrimination Acts and Authorities.

During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities, as applicable, including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair

treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

- Section 504 of the Rehabilitation Act of 1973 (29 USC § 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 USC § 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 Subcontractors, whether such programs or activities are Federally funded or not);

•Titles II and III of the Americans with Disabilities Act of 1990, 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 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

•The Federal Aviation Administration's Nondiscrimination statute (49 USC § 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 nondiscrimination 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 USC 1681 et seq).

ADDITIONAL FEDERAL REQUIREMENTS

To the extent applicable to the services and/or goods provided under this Agreement, Contractor and any of its subcontractors used as part of this Agreement, expressly agree to adhere to the following provisions, as required:

Activities Abroad. Contractor agrees that with regard to activities undertaken pursuant to this Agreement, such activities carried on outside the United States are coordinated as necessary with appropriate government authorities and the appropriate licenses, permits, or approvals are obtained.

Controlled Substances. Contractor agrees that it shall not knowingly use funds provided under this Agreement to support activities that promote the legalization of any drug or other substance included in Schedule I of the schedule of controlled substances established by section 202 of the Controlled Substances Act, 21 U.S.C. 812.

Human Rights. Contractor assures that the human rights of all persons with developmental disabilities (especially those without familial protection) who are receiving treatment, services or habilitation under programs assisted

under this title, will be protected consistent with P.L. 88-164, Title I, s. 110, as amended, 42 U.S.C. s. 6009, the federal Developmental Disabilities Assistance and Bill of Rights Act, and s. 393.13, Fla. Stat., Florida's Bill of Rights of Persons with Developmental Disabilities.

Restrictions on Abortion and on Distribution of Sterile Needles. Contractor agrees that it shall not use funds provided under this Agreement for an abortion. Further, Contractor agrees that funds shall not be used to carry out any program of distributing sterile needles or syringes for hypodermic injection of any illegal drug.

U.S. Flag Air Carrier. Contractor agrees that as it pertains to the services provided under this Agreement, U.S. flag air carriers shall be used to the maximum extent possible when commercial air transportation is the means of travel between the United States and a foreign country or between foreign countries.

U.S. Patriot Act; Public Health Security & Bioterrorism Preparedness & Response Act. Contractor will comply with the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA Patriot Act) amending 18 U.S.C. 175-175c.; The Public Health Security and Bioterrorism Preparedness and Response Act of 2002, 42 U.S.C. 201.

Trafficking Victims Protection Act. Contractor will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits Contractor/consultant from (1) engaging in severe forms of trafficking in persons during the period of time that this Contractor Agreement is in effect; (2) procuring a commercial sex act during the period of time that this Contractor Agreement is in effect; or (3) using forced labor in the performance of the Contractor services under this Contractor Agreement. This Contractor Agreement may be unilaterally terminated immediately by County for Contractor's violating this provision, without penalty.

Gun Control – Consolidation Appropriations Act, 2017, Pub. L. 115-31, Section 217. None of the funds made available under this Contractor Agreement may be used in whole or in part to advocate or promote gun control.

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Contractor Agreement Act (33 U.S.C. 1251-1387) as amended. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. and Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

Procurement of Recovered Materials. Contractor and any subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this Agreement and to the extent practicable, the Contractor and subcontractor are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247.

Debarment and Suspension. This Agreement is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R s.180.995) or its affiliates (defined at 2 C.F.R. s. 180.905) are excluded (defined at 2 C.F.R. s. 180.940) or disqualified (defined at 2 C.F.R. s 180.935). The Contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by Charlotte County. If it is later determined that the Contractor did not comply with 2 C.F.R. Part 180, subpart C, and 2 C.F.R. Part 3000, subpart C, in addition to remedies made available to Charlotte County, the federal government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transaction.

Equal Employment Opportunity (2 CFR Part 200, Appendix II(C); 41 CFR § 61-1.4; 41 CFR 61-4.3; Executive Order 11246). During the performance of this Agreement, the Contractor agrees as follows: (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: 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. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause; (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin; (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation

of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information; (4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other Contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment; (5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor; (6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.; (7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government Contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law; (8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency 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 vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Domestic Preference for Procurements. In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, to the greatest extent practicable when using federal funds for the services provided in this Agreement, Contractor shall provide a preference for the purchase, acquisition, or use of goods and products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

Prohibition on certain telecommunications and video surveillance services or equipment. In accordance with 2 CFR 200.216, Contractor and any subcontractors are prohibited to obligate or spend federal funds to: (1) procure or obtain, (2) extend or renew a Contractor Agreement to procure or obtain; or (3) enter into a Contractor Agreement to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Pub. L. 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). ii. Telecommunications or video surveillance services provided by such entities or using such equipment. iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise, connected to the government of a covered foreign country.

Enhanced Whistleblower Protections. The National Defense Authorization Act of 2013 extending whistleblower protections to Contractor employees may apply to the Federal grant award dollars involved with this Agreement.

Federal Funding Accountability and Transparency Act (FFATA). In accordance with FFATA, the Contractor shall, upon request, provide the County the names and total compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards, received $25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

Federal Awardee Performance and Integrity Information System (FAPIIS). The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-54r

Sub Agreements/Assignments and W/MBE. Contractor shall not subcontract, nor assign this Agreement, or any part of the services provided under this Agreement, without prior written consent of County. In accordance with 45 CFR s. 75.330 and 2 CFR s. 200.321, Contractor acknowledges that if it subcontracts any work pertaining to this Agreement, it will take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative Steps include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Davis-Bacon Act: For all construction contracts and other projects, if applicable, the Contractor agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. §§ 3141-3144 and 3136-3148), and to require all of its subcontractors performing work under this Agreement to adhere to same. The Contractor and its subcontractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor and its subcontractors are required to pay wages not less than once a week. If the federally funded award contains Davis Bacon provisions, the Contractor shall place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation documents. The decision to award a contract shall be conditioned upon the acceptance of the wage determination. The Contractor shall report all suspected or reported violations of the Davis-Bacon Act to the County.

Copeland Anti Kick Back Act: Contractor and its subcontractors shall comply with all the requirements of the Copeland Anti-Kickback Act (18 U.S.C. § 874 and 40 U.S.C. § 3145, as supplemented by Department of Labor regulations at 29 CFR Part 3), which are incorporated by reference to this Agreement. Contractor and its subcontractors are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled. The contractor or subcontractors shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring subcontractors to include these clauses in any lower tier contracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. s. 5.12.

Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701–3708 and 29 C.F.R. §§ 5.5 (b)(1)-(4).
Contracts awarded in excess of $100,000 that involve the employment of mechanics and laborers must be in compliance with 40 U.S.C. ss.3702 and 3704, as supplemented by the Department of Labor Regulations in 29 C.F.R. Part 5.
(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 (b)(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 (b)(1) of this section, in the sum of $31 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 (b)(1) of this section. (3) Withholding for unpaid wages and liquidated damages. The County 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 (b)(2) of this section. (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(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 (b)(1) through (4) of this section."

Byrd Anti-Lobbying (31 U.S.C s. 1352, as amended).
Contractors who apply or bid for an award of more than $100,000 shall file the required Anti-Lobbying certification at the time of bid. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. s. 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the Federal awarding agency.

DHS Seal, Logo and Flags.
The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of the flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts.

Access to Records.
The Contractor agrees to provide Charlotte County, the FDEM, the FEMA Administrator, the Comptroller General of the United States, any other Federal grantor, or any of their authorized representatives, access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Contractor agrees to provide the FEMA Administrator or the administrator of any other Federal grantor, or their authorized representatives, access to construction or other work sites pertaining to the work being completed under the agreement. In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, Charlotte County and the Contractor acknowledge and agree that no language in this agreement is intended to prohibit audits or internal review by the FEMA Administrator, any other Federal grantor, or the Comptroller General of the United States.

Compliance with Federal Law, Regulations, and Executive Orders and Acknowledgement of Federal Funding.
This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the agreement. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures and directives.

No Obligation by Federal Government.
The federal government is not a party to this agreement and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the agreement.

Program Fraud and False or Fraudulent Statements or Related Acts.
The Contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this agreement.

Copyright and Data Rights.
The Contractor grants to Charlotte County a paid-up royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance if this agreement to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the agreement but not first produced in the performance of this agreement, the Contractor will identify such data and grant to Charlotte County or acquire on its behalf a license of the same scope as for data first produced in the performance if this agreement.

Remedies.
Unless otherwise provided by the agreement, all claims, counter-claims, disputes and other matters in question between the County and the Contractor arising out of or relating to the agreement, or the breach of it, that cannot be resolved by and between the parties after conferring in good faith, will be decided by a court of competent jurisdiction pursuant to Florida law. If such dispute is in state court, venue shall be in the Twentieth Judicial Circuit Court in and for Charlotte County, Florida. If in federal court, venue shall be in the U.S. District Court for the Middle District of Florida, Ft. Myers Division.

Termination for Cause or Convenience.
The County may terminate the agreement at any time, for cause or convenience, by providing written notice to the Contractor, of determined by the County to be in the County's best interest. If the agreement is terminated, the Contractor shall be paid for all work actually performed, and all costs actually incurred prior to contract termination.

ENVIRONMENTAL COMPLIANCE

In performing under this Agreement, Contractor and its subcontractors, to the extent applicable, shall comply with all of the federal environmental statutes, regulations, and executive orders listed below, as applicable:
1.The National Environmental Policy Act (42 U.S.C. § 4321 et. seq.)

2.The Endangered Species Act (16 U.S.C. § 1531 et seq.)

3.Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. § 1801 et seq.)

4.Clean Water Act Section 404 (33 U.S.C. § 1344 et seq.)

5.The Migratory Bird Treaty Act (16 U.S.C. §§ 703-712); Bald and Golden Eagle Protection Act (16 U.S.C. § 668 et seq.), and Executive Order No. 13186, Responsibilities of Federal Agencies to Protect Migratory Birds

6.National Historic Preservation Act (54 U.S.C. § 300101 et seq.) and the Advisory Council on Historic Preservation Guidelines (36 CFR part 800)

7.Clean Air Act (42 U.S.C. § 7401 et seq.), Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.) (Clean Water Act), and Executive Order 11738 ("Providing for administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to Federal contracts, grants or loans"). Violations must be reported to the County and the Regional Office of the Environmental Protection Agency (EPA) immediately upon discovery.

8.The Flood Disaster Protection Act (42 U.S.C. § 4002 et seq.)

9.Executive Order 11988 ("Floodplain Management") and Executive Order 11990 ("Protection of Wetlands")

10.Executive Order 13112 ("Invasive Species")

11.The Coastal Zone Management Act (16 U.S.C. § 1451 et seq.)

12.The Coastal Barriers Resources Act (16 U.S.C. § 3501 et seq.)

13.The Wild and Scenic Rivers Act (16 U.S.C. § 1271 et seq.)

14.The Safe Drinking Water Act (42 U.S.C. § 300 et seq.)

15.The Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.)

16.The Comprehensive Environmental Response, Compensation, and Liability Act (Superfund) (42 U.S.C. § 9601 et seq.)

17. Executive Order 12898 ("Environmental Justice in Minority Populations and Low Income Populations")

18.Rivers and Harbors Act (33 U.S.C. § 407)

19.Marine Protection, Research and Sanctuaries Act (Pub. L. 92-532, as amended), National Marine Sanctuaries Act (16 U.S.C. § 1431 et seq.), and Executive Order 13089 ("Coral Reef Protection")

20.Farmland Protection Policy Act (7 U.S.C. 4201 et seq.)

21.Fish and Wildlife Coordination Act (16 U.S.C. 661 et seq.)

22.Pursuant to 2 CFR §200.322, Contractor and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Federal Grant Requirements Gillot Boulevard, North of Blitman Street, Construction Repairs Bid No 20250166

This project is funded in whole or in part with funds from the Florida Department of Transportation (FDOT or the Department), Grant Agreement 452858-1-54-01 and as such, Contractors performing work on this Project are required to adhere to the following:

1. Restrictions, Prohibitions, Controls and Labor Provisions:

a. 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.

b. 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.

c. 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 Recipient.

d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

e. The Department shall consider the employment by any Contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the Contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

f. The Contractor Shall:

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

ii. Expressly require any Contractors and subcontractors performing work or providing services pursuant to this agreement 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 Contractor and subcontractor during the contract term.

g. The Contractor shall comply and require its Contractors and subcontractors to comply with all terms and conditions of FDOT Grant Agreement 452858-1-54-01 and all federal, state, and local laws and regulations applicable to this Project.

2. Indemnification and Insurance:

To the extent provided by law, the Contractor shall indemnify, defend, and hold harmless the County 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.

The foregoing indemnification shall not constitute a waiver of the Department's or the County's 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 County for the negligent acts or omissions of the County, 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.

a. The Contractor and any subcontractor(s) and subconsultants shall have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), the Contractor shall ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. The Contractor shall ensure that any equipment rental agreements that include operators or other personnel who are employees of independent Contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

b. The Contractor shall carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Contractor shall cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than $1,000,000 for each occurrence and not less than a $5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

c. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Contractor shall, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than $2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than $6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

d. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

3. Contractor shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Agreement which shall be available and accessible at Contractor's local offices for the purpose of inspection, audit, and copying during normal business hours by the County, or any of its authorized representatives. Such records shall be retained for a minimum of five (5) years after completion of the services and final billing. Prior to destruction of any records, the Consultant shall notify the County and deliver to the County any records the County requests. Consultant shall require all subcontractors to comply with the provisions of this paragraph by insertion of the requirements hereof in a written contract agreement between Consultant and the subcontractor.

4. Inspector General Cooperation -The Contractor agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

Conflict of interest-

"No member, officer or employee of the Recipient 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 Recipient and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency".

INSURANCE REQUIREMENTS
GILLOT BOULEVARD, NORTH OF BLITMAN STREET, CONSTRUCTION REPAIRS
BID NO. 20250166

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as may be determined necessary.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE - Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

1. **Commercial General Liability – Occurrence Form (CG 00 01)**
   Policy shall include bodily injury, property damage, broad form contractual liability and Explosion, Collapse and Underground (XCU) coverage. The general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

   Minimum Requirements:

   - General Aggregate $2,000,000
   - Each Occurrence $1,000,000

   For Projects greater than $10,000,000:
   Estimated Project Construction Cost from **$10,000,000 to $29,999,999**

   - General Aggregate $3,000,000
   - Each Occurrence $3,000,000

   a. The policy shall be endorsed to include the following additional insured language: "Charlotte County a political subdivision of the state of Florida and its officers, employees, agents and volunteers" shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor.
   b. Contractor's subcontractors shall be subject to the same minimum requirements identified above.
   c. Policy shall be endorsed for a waiver of subrogation against the Charlotte County.

2. **Automobile Liability**
   Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract. Automobile liability must be written on a standard ISO form (CA 00 01) covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned (Code 9) autos.

   Combined Single Limit (CSL) $1,000,000

   a. The policy shall be endorsed to include the following additional insured language: "Charlotte County a political subdivision of the state of Florida and its officers, employees, agents and volunteers" shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor**".**
   b. Contractor's sub-contractors shall be subject to the same minimum requirements identified in this section.
   c. Policy shall contain a waiver of subrogation against the Charlotte County.

3. **Worker's Compensation and Employers' Liability**
   Workers' Compensation
   Employers' Liability
   Each Accident, bodily injury or disease $1,000,000

a. Policy shall contain a waiver of subrogation against the Charlotte County.
b. Projects on or along navigable waters an endorsement for US Longshoremen and Harbor Workers and Jones Act is required.
c. Contractor's sub-contractors shall be subject to the same minimum requirements identified in this section.
d. If the Contractor has no employees the Contractor must submit to the County the Workers Compensation Exemption from the State of Florida.

4. **Builder's Risk Insurance (Course of Construction) or Installation Floater**
Insurance utilizing an "All Risk" (Special Perils) coverage form with limits equal to the completed value of the project and no coinsurance penalty provisions.

5. **Contractors' Pollution Legal Liability (if project involves environmental hazards)**

Each Occurrence or Claim	$1,000,000
Policy Aggregate	$2,000,000

6. **Professional Liability (if design/build)**

Each Occurrence or Claim	$1,000,000
Policy Aggregate	$2,000,000

a. In the event that any professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of five (5) years beginning at the time work under this Contract is completed.

b. Policy shall contain a waiver of subrogation against Charlotte County.

Additional Insured – All policies, ***except*** for the Workers Compensation shall contain endorsements naming the County its officers, employees, agents and volunteers as additional insured with respect to liabilities arising out of the performance of services contained herein. The additional insured endorsements' shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to full extent provided by the policy, even if those limits exceed those required by this contract. Such additional insured coverage shall be at least as broad as Additional Insured(Form B) endorsement form ISO, CG 20 10 11 85 or both CG 20 10 and CG 20 37 if later revisions used.

Waiver of Subrogation Rights – The Contractor shall require the carriers of required coverage's to waive all rights of subrogation against the County, its officers, employees, agents and volunteers. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.

Policies Primary and Non-Contributory – For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the County, its officers, employees, agents and volunteers. Any insurance or self-insurance maintained by the County, its officers, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Severability of Interests – The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.

Proof of Coverage - Prior to the commencement of performance of services the Contractor shall furnish to the County Purchasing Division Certificates of Insurance and amendatory endorsements or copies of the applicable policies. These certificates shall provide that such insurance shall not be terminated or expire without notice thereof in accordance with the policy provisions and Contractor shall maintain such insurance from the time the Contractor commences performance of services until completion of such services.

Acceptability of insurance carrier – Unless otherwise approved by Risk Management, Insurance shall be written by insurers authorized to do business in the State of Florida and with a minimum Best Insurance Guide rating of "A- VII".

Deductibles and Self-Insured Retention – Any and all deductibles or self-insured retentions in excess of $10,000 shall be declared to and approved by Risk Management. The County may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration and defense expenses within the deductible or retention.

Failure to Procure Coverage – In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured or is cancelled and not replaced, the County has the right but not the obligation or duty to terminate the contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.

Insurance Review – Insurance requirements are subject to periodic review by the County. The Risk Manager or designee is authorized, but not required, to reduce, waive, or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced or is not needed to protect the interests of the County. In addition, if Risk Management determines that heretofore, unreasonably or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk. Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual, or alleged, on part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

SAFETY AND HEALTH REQUIREMENTS
GILLOT BOULEVARD, NORTH OF BLITMAN STREET, CONSTRUCTION REPAIRS
BID NO. 20250166

SH-01 HEALTH AND SAFETY PLAN: It shall be the responsibility of the Contractor to comply with OSHA, EPA, DOT and other applicable Federal and State of Florida laws, rules, regulations or other requirements. This includes, but is not limited to, 29 CFR 1926 (Safety and Health Regulations for Construction) and 1910 (Safety and Health Regulations for General Industry). Contractors are required to have a written Health and Safety Program that is jobsite specific. The elements of this written program shall be in accordance with OSHA 1926 and 1910. A list of program elements can be obtained from Charlotte County Risk Management.

The Contractor will designate a responsible member of his organization whose duty shall be the prevention of accidents at the site. This person shall be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the Project Manager.

A copy of the Contractor's Health and Safety Plan will be submitted to Charlotte County at least 10 days prior to commencement of work. Contractor shall provide documentation that his employees and subcontractors received training (been informed of) on the Contractor's Health and Safety Plan. The Contractor will be responsible for conducting a site safety briefing for all visitors to the site. Documentation of these site safety briefings are to be maintained by the Contractor and made available to Charlotte County upon request.

Contractor will post, where appropriate, all necessary job-site Health and Safety notices. The Environmental Health and Safety Manager will conduct unannounced job-site inspections during the course of the project. Minor safety violations may be addressed immediately with the onsite supervisor and Project Manager. Major safety violations will result in written notification to the Contractor and Charlotte County Department Director under which the project is being performed. Hazardous conditions that are considered by the Environmental Health and Safety Manager to be immediately dangerous to life or limb will result in immediate stoppage of work until the hazardous conditions are corrected.

SH-02 ACCIDENTAL SPILLS: In the event of an accidental release or spill of chemicals or other hazardous materials the Contractor shall:

- Immediately take action as appropriate to contain the spill if this action can be taken without jeopardizing the health or safety of employees,
- Notify the Fire/EMS, or other entities as needed or required,
- Contact the Project Manager/Coordinator, and
- Contact Charlotte County Risk Management and Environmental Health and Safety Manager.

The following phone numbers may be used in the event of an emergency:

Risk Management	941.764.4191
Environmental Health and Safety Manager	941.743.1381 (or Cell 941.223.5535)

SH-03 CONTROL OF FUGITIVE EMISSIONS: The Contractor shall take all reasonable precautions necessary to control fugitive emissions from the job site. Fugitive emissions include, but are not limited to: nuisance dust, chemical odors/vapors/gases, hazardous materials such as lead or asbestos, and noise. Where the product(s) or material(s) to be used by the Contractor has a permissible exposure limit (PEL) established by OSHA the Contractor shall take all reasonable steps to maintain emissions of the product(s) or materials below the OSHA PEL. To verify that emissions are maintained below the OSHA PEL, the Contractor shall monitor, or shall contract to have monitored, work area exposure conditions. Monitoring shall occur, at a minimum, during the start of work and whenever there is a change in procedure, process, or chemical or material used. If it is deemed not practical to maintain exposures below the PEL, the Contractor shall restrict access to all areas where exposures exceed the PEL to authorized personnel only.

A. ASBESTOS AND SUSPECT ASBESTOS CONTAINING BUILDING MATERIALS: Contractors shall, under no circumstances, damage or disturb suspect or known asbestos containing material (ACM) unless they are a licensed Florida Asbestos Abatement Contractor and have been specifically employed to perform asbestos repair or removal. It is the responsibility of the Contractor to provide his or her own asbestos awareness program in accordance with 29 CFR 1926.1101. Where required by Federal and State regulations, the Contractor is required to have asbestos surveys performed prior to any work that includes, but is not limited to, renovation, and demolition. The asbestos survey must be performed by a firm that is

licensed in the State of Florida to perform such surveys. A copy of the asbestos survey shall be submitted to the County's project manager. Asbestos materials may not be used or installed in any Charlotte County facilities.

B. LEAD-CONTAINING BUILDING MATERIALS: Contractors that will disturb lead-containing building materials during the course of work shall take all necessary precautions to protect Charlotte County employees and the public from exposure to lead dust or contamination. These measures shall conform, at a minimum, to the OSHA requirements detailed in 29 CFR 1926.62 and applicable local, state and federal regulations. Where the Contractor is engaged in work in child-occupied facilities, such work shall be performed in accordance with 40 CFR 745, and clearance testing shall be performed by the Environmental Health and Safety Manager or a licensed consultant at the conclusion of the project in accordance with the requirements of this regulation.

C. SAMPLING AND MONITORING RESULTS: The results of all personal and area monitoring and or other samples collected for health and safety compliance required by OSHA or any other state or federal regulatory agency shall be provided to Charlotte County.

BID FORM
GILLOT BOULEVARD, NORTH OF BLITMAN STREET, CONSTRUCTION REPAIRS
BID NO. 20250166

TO: Senior Division Manager - Purchasing
Board of County Commissioners
Charlotte County Administration Center
18500 Murdock Circle
Port Charlotte, Florida 33948-1094

The undersigned, as bidder, does hereby declare that he has read the Request for Bids, Instructions to Bidders, General Provisions, Special Provisions, Technical Specifications & Conditions, Federal Provisions, Federal Grant Requirements, Insurance, Safety & Health Requirements, Bid Form, Plans, Permit Fees, MOT Policy and any other documentation for

GILLOT BOULEVARD, NORTH OF BLITMAN STREET, CONSTRUCTION REPAIRS

and further agrees to furnish all items listed on the attached Bid Form in accordance with the unit price(s) submitted. The above specified documents are herein incorporated into the Bid Form and shall be defined as the contract documents.

TOTAL AMOUNT:

_____ **$**_____
(TYPE/PRINT) **(NUMERIC)**

Completion Time of 60 calendar days

Notice Needed Prior to Commencement: _____ calendar days

Liquidated Damages $1,690 per calendar day

Please indicate by (√) that you have included the following documentation with your bid:

( ) License Requirement: FDOT Certified; must be FDOT Prequalified in Grading and Drainage
( ) Certification For Disclosure of Lobbying Activities on Federal Aid Contracts
( ) LAP Certification of Current Capacity and Contract on Hand
( ) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
( ) Non-Collusion Declaration and Compliance

NOTE: In accordance with Florida Statues, Section 119.071(1)(b)2: Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.071(1)(b)2 and s. 24(a), Art. I of the State Constitution, except as provided by Florida Statutes 255.0518, until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. Upon release of the intended decision, if you wish to obtain the quote results, you may do so by visiting our Website at http://purchasingbids.charlottecountyfl.gov/ under "Purchasing Bids Online", document number 251664. No information regarding the submittal will be divulged over the telephone.

OPTIONAL ELECTRONIC BID SUBMISSIONS: If your firm would like to submit your bid electronically, please visit http://bit.ly/3TYAyKa and follow given instructions.

Name of Bidder:_____
(This form to be returned)

SUMMARY OF PAY ITEMS FOR GILLOT BOULEVARD, NORTH OF BLITMAN STREET, CONSTRUCTION REPAIRS

BID ITEM	ITEM DESCRIPTION	UOM	EST QTY	UNIT PRICE	EXTENDED PRICE
102-1	Maintenance of Traffic	LS	1	$	$
104-10-3	Sediment Barrier	LF	325	$	$
104-11	Floating Turbidity Barrier	LF	150	$	$
110-1-1	Clearing and Grubbing (0.39 acres)	LS	1	$	$
120-1	Excavation	CY	189	$	$
120-6	Embankment	CY	583	$	$
160-4-12	Type B Stabilization LBR 70 (12")	SY	633	$	$
285-701	Optional Base, Base Group 1	SY	91	$	$
285-709	Optional Base, Base Group 9	SY	546	$	$
430-175-254	Pipe Culvert, Round, 54"S/CD	LF	72	$	$
430-982-642	Mitered End Sect, Opt - Other, 54" CD	EA	2	$	$
522-6	Concrete Driveway, 6” Thick	SY	45	$	$
536-1-1	Guardrail	LF	175	$	$
536-73	Guardrail Removal	LF	153	$	$
536-85-20	End Anchorage Assembly (Trailing Anchorage)	EA	2	$	$
536-85-24	End Anchorage Assembly (Parallel)	EA	2	$	$
570-1-2	Performance Turf, Sod	SY	520	$	$
700-1-111	Single Column Ground Sign Assembly, F and I, Ground Mount, < 12 SF	AS	2	$	$
700-1-500	Single Column Ground Sign Assembly, Relocate	AS	2	$	$
705-10-3	Object Marker, Type 3	EA	2	$	$
706-1-3	Pavement Marker, Type B	EA	6	$	$
710-11-101	Painted Pavement Markings White 6”	GM	0.0760	$	$
710-11-231	Painted Pavement Markings Yellow 6”	GM	0.0380	$	$
TS-14	As-Built Drawings	LS	1	$	$

Name of Bidder:_____

(This form to be returned)

SUMMARY OF PAY ITEMS FOR GILLOT BOULEVARD, NORTH OF BLITMAN STREET, CONSTRUCTION REPAIRS (CONTINUED)

BID ITEMS TO BE INVOICED SEPARATELY					
160-4-4	Type B Stabilization LBR 70 (6")	SY	120	$	$
430-174-218	Pipe Culvert, Other Shape - Elliptical/Arch, 14" X 23" S/CD	LF	32	$	$
522-4	Concrete Driveway, 4” Thick	SY	130	$	$
FDOT LAP CLASS D SPECIFICATION PACKAGE					
334-1-12	Superpave Asphaltic Conc, Traffic B	TN	101	$	$
339-1	Miscellaneous Asphalt Pavement	TN	15	$	$
GILLOT BOULEVARD, NORTH OF BLITMAN STREET, CONSTRUCTION REPAIRS SUB-TOTAL:					**$**

101-1 Mobilization/Demobilization: The cost for mobilization/demobilization shall be five percent (5%) of the sub-total project cost.

SUB-TOTAL $_____ X 5% = $_____

GILLOT BOULEVARD, NORTH OF BLITMAN STREET, CONSTRUCTION REPAIRS BID TOTAL: $_____

Name of Bidder:_____

(This form to be returned)

If notified of the acceptance of this bid form, the undersigned agrees to execute a Contract for the stated compensation in the form as prescribed by the County, within the time constraints outlined in Instructions to Bidders.

The signature below is a guarantee that the Bidder will not withdraw his/her bid for a period of 60 days after the scheduled time for opening the bids.

The undersigned agrees, if awarded this bid, to furnish a Performance and Payment Bond in the amount of 100% of the total project price within 14 calendar days after notification of award to the Purchasing Division. The undersigned shall be responsible and bear all costs associated to record Performance and Payment Bond with the Charlotte County Clerk of Court Office. Receipt of said recording shall be furnished to the Purchasing Division.

In accordance with section 287.135, Florida Statutes, the undersigned certifies that the company is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and does not have business operations in Cuba or Syria (if applicable) or the Scrutinized Companies that Boycott Israel List or is not participating in a boycott of Israel.

Enclosed is a cashier's check or bid bond in the amount of $_____, which is not less than 5% of the total bid price, as guarantee that the undersigned will enter into a Contract for the work/material as required in this Bid Document. **Note: Failure to submit a 5% bid bond will be cause for rejection of bid**.

All contract documents (i.e.; performance and payment bond, cashier's check, bid bond) shall be in the name of "Charlotte County".

The undersigned acknowledges receipt of the following addenda, and the cost, if any, of such revisions has been included in the price bid.

Addendum No. _____, Dated_____; Addendum No. _____, Dated_____ ; Addendum No. _____, Dated _____

Addendum No. _____, Dated_____; Addendum No. _____, Dated_____ ; Addendum No. _____, Dated _____

HOLD HARMLESS AGREEMENT: _____(name of firm), it's officers and members shall, through the signing of this document by an authorized party or agent, indemnify and hold harmless Charlotte County, a political subdivision of the state of Florida, its officers, agents, employees, and volunteers, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of _____ and persons employed or utilized by _____in the performance of this contract_____ (name) agrees that the first ten dollars ($10.00) of compensation received under this contract represents specific consideration for this indemnification obligation.

Type of Organization (Please Check One): **Individual Ownership** _____ **Joint Venture** _____
Partnership _____ **Corporation** _____

Name of Bidding Firm _____

Mailing Address _____

Location Address _____

City & State _____ **ZIP**_____

Telephone: _____ **E-mail:** _____

Signature of person authorized to bind the Company: _____

Print Name/Title of person authorized to bind the Company: _____

Date: _____

(This form to be returned)

HUMAN TRAFFICKING AFFIDAVIT
for Nongovernmental Entities Pursuant To FS. §787.06

Charlotte County Contract #20250166

The undersigned on behalf of the entity listed below, (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. I am over the age of 18 and I have personal knowledge of the matters set forth except as otherwise set forth herein.

2. I am an officer or representative of the Nongovernmental Entity and authorized to provide this affidavit on the Company's behalf.

3. Nongovernmental Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.

4. This declaration is made pursuant to Section 92.525, Florida Statutes. I understand that making a false statement in this declaration may subject me to criminal penalties.

Under penalties of perjury, I declare that I have read the foregoing Human Trafficking Affidavit and that the facts stated in it are true.

Further Affiant sayeth naught.

_____
Signature

_____
Printed Name

_____
Title

_____
Nongovernmental Entity

_____
Date

(This form to be returned)

BIDDERS SUBCONTRACTOR LIST
GILLOT BOULEVARD, NORTH OF BLITMAN STREET, CONSTRUCTION REPAIRS
BID NO. 20250166

Will you be employing Subcontractors to perform parts of this project? ☐ YES ☐ NO

If "Yes", identify each firm below with all requested information. Use additional forms if necessary. The Awarded Contractor shall not change or use subcontractors not identified on this form without prior written approval from Charlotte County. Any request for changes in subcontractors shall be made in writing and approved by the County.

COMPANY NAME:		
COMPANY ADDRESS:		
CONTACT PERSON:		
CONTACT NUMBERS:	**OFFICE:**	**CELL:**
CONTACT EMAIL:		
WORK TO BE PROVIDED:		

COMPANY NAME:		
COMPANY ADDRESS:		
CONTACT PERSON:		
CONTACT NUMBERS:	**OFFICE:**	**CELL:**
CONTACT EMAIL:		
WORK TO BE PROVIDED:		

COMPANY NAME:		
COMPANY ADDRESS:		
CONTACT PERSON:		
CONTACT NUMBERS:	**OFFICE:**	**CELL:**
CONTACT EMAIL:		
WORK TO BE PROVIDED:		

Name of Bidder: _____

(This form to be returned)

COMPANY NAME:		
COMPANY ADDRESS:		
CONTACT PERSON:		
CONTACT NUMBERS:	**OFFICE:**	**CELL:**
CONTACT EMAIL:		
WORK TO BE PROVIDED:		

COMPANY NAME:		
COMPANY ADDRESS:		
CONTACT PERSON:		
CONTACT NUMBERS:	**OFFICE:**	**CELL:**
CONTACT EMAIL:		
WORK TO BE PROVIDED:		

COMPANY NAME:		
COMPANY ADDRESS:		
CONTACT PERSON:		
CONTACT NUMBERS:	**OFFICE:**	**CELL:**
CONTACT EMAIL:		
WORK TO BE PROVIDED:		

Name of Bidder:_____

(This form to be returned)

DRUG FREE WORKPLACE FORM
GILLOT BOULEVARD, NORTH OF BLITMAN STREET, CONSTRUCTION REPAIRS
BID NO. 20250166

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that _____ (name of business) does:

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 five (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 fully with the above requirements.

Signature _____

Dated _____

Name of Bidder:_____

(This form to be returned)

REFERENCES: GILLOT BOULEVARD, NORTH OF BLITMAN STREET, CONSTRUCTION REPAIRS

Contractor shall submit a minimum of three (3) recent (within the past five (5) years) references of projects of similar size and scope. Each reference shall include a project description, project location, name and phone number of a contact person, total project amount, and completion date. The County reserves the right to contact references.

1. Project Owner / Company:_____

Name of Contact Person:_____ Telephone #_____

Address:_____

City & State:_____ Zip Code:_____

Project Description:_____

_____

_____

Total Project Amount: $_____ Completion Date:_____

2. Project Owner / Company:_____

Name of Contact Person:_____ Telephone #_____

Address:_____

City & State:_____ Zip Code:_____

Project Description:_____

_____

_____

Total Project Amount: $_____ Completion Date:_____

3. Project Owner / Company:_____

Name of Contact Person:_____ Telephone #_____

Address:_____

City & State:_____ Zip Code:_____

Project Description:_____

_____

_____

Total Project Amount: $_____ Completion Date:_____

4. Project Owner / Company:_____

Name of Contact Person:_____ Telephone #_____

Address:_____

City & State:_____ Zip Code:_____

Project Description:_____

_____

_____

Total Project Amount: $_____ Completion Date:_____

Name of Bidder:_____

(This form to be returned)

BYRD ANTI-LOBBYING CERTIFICATION

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(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 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 an 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 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.

(3) The undersigned shall require that the language of this certification 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.

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.C. 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.

_____ _____

Date Type or Print Name

_____

Signature

_____

Title

Charlotte County

Community Development Department

18400 Murdock Circle, Port Charlotte, FL 33948-1074

Phone: 941.743.1201 Fax: 941.764.4907

Zoning: 941.743.1964 Toll Free from Englewood: 941.697.2919

Email: BuildingSvcs@CharlotteFL.com

www.CharlotteCountyFL.gov

"To exceed expectations in the delivery of public services"

Official Use Only

Fee Schedule for Permits & Associated Services

Building, Right-of-Way, Zoning, Planning & Mapping

(Surcharges Amended & Effective on October 1, 2010 in accordance with Section 553.721 of the Florida Statutes)

Valuation Based Permits (note: a 3% Surcharge, $4 minimum, is added to the fee; Plans Review Fees may also apply) The following permit types have their fee based on building valuation. Valuation comes from the most recent Building Valuation Data (BVD) normally published each February & August by the International Code Council (ICC) on the ICC website www.iccsafe.org

Only a signed and sealed contract may be substituted for valuation purposes in order to appeal the calculated fee and only if the contract includes all phases of construction including contractor overhead and profit.

- One & Two Family, Commercial and Multifamily types less than $50,000 in valuation: = $90
- One & Two Family types more than or equal to $50,000 in valuation: = Valuation x 0.004 = Permit Fee
- Commercial & Multifamily types more than or equal to $50,000 in valuation: = Valuation x 0.005 = Permit Fee

Flat Fee Based Permits (unless valuation is at or above $50,000 (note: a $4 Surcharge is added to the fee))

These permits MAY be eligible for a discounted fee of $45 each plus the $4 surcharge each if the following conditions are met: 1) The permits are for individual units in one condo building OR are consecutive houses on the same street, 2) The permits are all of the same type for the same work, 3) More than 10 (ten) permits are required, and 4) Inspections are called in in multiples of five or more.

Flat Fee for the following: = $90

Baby Barrier	Door	Irrigation System	Shed (Stick Built)
Barn	Electrical Power Pole	Kitchen Hood	Shed (DCA > 100 sq. ft.)
Boatlift	Electrical Service Change	LP Tank	Solar Photovoltaic
Cage	Fire Alarm	Parking Lot Milling	Spray Booth
Carport	Fire Sprinkler	Parking Lot Restripe	Sign
Communication Tower	Fire Suppression System	Parking Lot Resurface	Tent
Deck	Fuel Tank	Pool Heater	Water Heater
Demolition	Hood Suppression	Plumbing	Window Replacement
Dock	Hurricane Protection	Sewer Connection	

Special Flat Fee Based Permits (unless valuation is at or above $50,000 (note: a $4 Surcharge is added to the fee))

Flat Fee for the following: = $200

DCA Home	Mobile Home	Residential Interior Remodel
Garage	Residential Addition	Swimming Pool

Plans Review*/Inspections

Pre-Application (this fee is credited towards the permit fee when the permit is issued):

- Single Family Residential Types = $150
- Commercial/Multifamily Types = $200

Plans Review Rejection:

- 1st Rejection = $0
- 2nd Rejection = $75
- 3rd Rejection = $150
- 4th or more Rejection = $225

Plans Amendment/Change:

- Residential = $50
- Commercial = $75

Re-Stamp of Plans: = $50

Re-Inspections:

- 1st Re-Inspection = $50
- 2nd Re-Inspection = $100
- 3rd + Re-Inspection = $150
- Partial Inspection = $50

**(non-refundable)*

Miscellaneous

Expired Permit Renewal –2 or more renewals require a letter of hardship addressed to the Building Official

Renewal Type	Initial permit cost (building)	Renewal cost
Flat Fee Trade permits	$90	$90 per renewal
All other permits – 1st Renewal	Various	$200 or 25% of the initial building fee whichever is greater
All other permits – 2nd Renewal	Various	$200 or 50% of the initial building fee whichever is greater
All other permits – 3rd Renewal	Various	$200 or 75% of the initial building fee whichever is greater
All other permits – 4th Renewal	Various	$200 or 100% of the initial building fee whichever is greater

Moving Permit (both in & out of county) = $90

Failure to Obtain a Permit Prior to Commencing Work Will Result in a Penalty of Up to Quadruple the Original Fee

Permit Extension Request (1st 90 days – in writing & made prior to permit expiration)	=	$63
Permit Extension Request (2nd 90 days – in writing & made prior to permit expiration)	=	$100
Stop Work Order (i.e. to have the SWO lifted)	=	$50

Temporary Certificate Of Occupancy – Must be requested in writing to the Building Official

Time Period	1st 30 Days	2nd 30 Days	3rd 30 Days	Additional 30 day periods
Residential	$ 100.00	$ 200.00	$ 300.00	$ 600.00
Commercial	$ 200.00	$ 400.00	$ 500.00	$ 900.00

Right of Way & Stormwater Division

(Note: Right of Way Permits expire after one (1) year unless a renewal fee of $29 is paid.)

Right of Way Permit or Service:

Line & Grade	$310
Pool	$90
Right of Way Plans Review or Permit	$90
Right of Way Utility Permit	$140
Re-Inspection	$90

Stormwater

10 acres or less	$580
More than 10 acres	$580 + $21 per acre over 10 acres

Zoning Division

Permits & Plans Review

Seawalls, Boat Lifts and Docks	$95
Fence (Residential or Commercial)	$30
Residential and Commercial Miscellaneous	$22
Signs (including additional and temporary signs)	$22

Temporary Event/Use Permits/Reviews

Type 1 (small)	N/A
Type 2 (medium)	$300
Type 3 (large)	$1,000

Plans Change

Commercial	$22
Residential	$22

Environmental Reviews

Commercial or Multifamily Landscape/Tree Permit	$80
Commercial or Multifamily Landscape/Tree Permit *(RESUBMITTAL)*	$50
Single Family or Duplex Landscape/Tree Permit	$70
Single Family or Duplex Landscape/Tree Permit *(RESUBMITTAL)*	$50
Environmental Inspections & Mulching Permit	$55

Density Transfers

Certification of a Sending Zone	$655
Transfer of Density Units W/Certificate	$45
Transfer of Density Units W/Certification of Sending Zone	$700
Transfer of Density Units W/LATF	$130
Appeal of TDU ordinance	$1,485

Plans Review/Inspection/Re-Inspection

New Commercial Review	$65
Commercial Re-Submittal	$50
Single Family-Residential Review	$50
Single Family Re-Submittal	$50
Zoning Re-Inspection	$50

Miscellaneous

Zoning Verification Letter	$35
Permit/Code Case/Lien Research Request	$35
Minor Home Occupation	$50

Current and Comprehensive Planning

Appeal (of a decision by the Zoning Official)	$235
Special Exception or Variance (See Zoning Code for list)	$880
Variance - Administrative (See Zoning Code for list)	$175
BZA Administration	$180
P&Z or BCC Continuance	$220
Small Scale Plan Amendment	$2,490
Large Scale Plan Amendment	$2,640
Small Scale Plan Amendment & Rezoning (no PD)	$2,490
Rezoning (no Planned Development)	$2,490
Rezoning for Planned Development	$4,540
Major Modification of Planned Development	$2,590
Community Development Districts	$15,000
DRI Master Development Order	$22,000
DRI Substantial Deviation	$22,000
DRI Amendment (Notice of Proposed Change)	$3,350
DRI Bi-Annual Report Administrative Fee	$250

Note: Excessive recording or advertising costs will be paid by the applicant.

Land Information & Mapping Division

Street Name Changes – Public	$460
Street Name Changes – Private	$405
Address Verification Letter	$15
Address Number Change	$15
Address Permit Review (Per Unit)	$15
Property Owner Notification (Per 25 Letters)	$15
Hourly specialized map rate	$41.20/hour

Data disc (CD/DVD)	$35
Aerial prints (black & white)	$10
Aerial prints (color)	$31.05
Aerial images on disc (All-county)	$35
Mailing – tube	$3
Mailing – postage as dictated by USPS ($4.80 minimum)	varies
Data on supplied Flash Drive	N/C

Impact Fees (please see the fee schedule online at www.charlottecountyfl.com/GrowthManagement/ImpactFees.asp)

CHARLOTTE COUNTY
PUBLIC WORKS DEPARTMENT
CHARLOTTE COUNTY, FLORIDA

POLICY

Subject: **Maintenance of Traffic (MOT) Policy**	Effective Date: **August 5, 2019**	From: **Joanne Vernon, County Engineer**
Applies to: **All Employees of the Charlotte County Board of County Commissioners**	Last Amended: **August 2019**	Page: **1 of 6 pages**

The purpose of this policy is to provide instructions to assure that all work being performed in the County's rights-of-way are performed under both The Manual of Uniform Traffic Control Devices (MUTCD) and The Florida Department of Transportation (FDOT) Roadway & Traffic Design Standards thus, assuring a safe environment for both the worker(s) and driver(s) on all County roads. Short term projects that last only a few hours will not be held to the same planning outlined in this policy however they shall still be subject to MUTCD and FDOT standards. The entire MOT Policy must be followed even if it is more stringent than the MUTCD and FDOT standards.

This policy shall apply to all work in the rights-of-way including that performed by contractors working for the County, contractors working for developers, utility companies (including work being performed by their personnel or contractors/sub-contractors) and all County work forces within each department of each division. Both internal requirements (departmental) as well as external requirements (contractors) are governed by this policy. A copy of this policy shall be attached to all permits for contractor compliance. All instruction references to the MUTCD Part VI and Index 600 of the Florida Department of Transportation Design Standards, shall apply to the latest edition.

The contractor shall at all times take every available precaution to safeguard the public as well as the construction workers. The contractor's personnel shall comply with the Maintenance of Traffic requirements, comply with reasonable requests from County employees, and act courteously with the public.

1. All personnel working within the County's rights-of-way shall at **ALL** times, wear FDOT approved safety vests, including those who may be periodically on-site and out of their vehicles, i.e., supervisors, foreman, testing personnel, etc.
   No personnel in the County's rights-of ways shall wear headphones or earbuds.

2. Each contractor shall submit a Maintenance of Traffic Plan for any construction project involving work or activity that may affect traffic on any County street, roadway, bike path, or sidewalk, and obtain approval prior to

the start of the project. The MOT plan submitted will only be good for 60 days from the date approved. If work does not commence prior to the 60 day timeframe, a new MOT plan must be submitted and approved prior to any construction beginning.

3. The MOT Plan shall consist of one or more engineering drawing(s) signed and dated by a person certified by the International Municipal Signal Association (IMSA), Florida Intermediate or American Traffic Safety Services Association (ATSSA), in work zone traffic safety, qualified and knowledgeable in the field of traffic engineering, detailing traffic control for any road construction, detours, or road closures. If any changes to the MOT occur during any phase of the project, a revised MOT Plan shall be immediately submitted and approved reflecting all changes.

4. For all work within the County rights-of-way, where construction operations will alter traffic activities, the contractor will designate a qualified individual who will be responsible to implement, inspect, and/or supervise the placement, maintenance, and removal of traffic control devices in the work zone. The person responsible, possessing current valid and verifiable wallet cards from the above approved courses, shall be the only person approved to work on the maintenance of traffic and shall remain on site during any time of activity. This person must also be fluent in the English language.

5. Traffic control devises shall be maintained in the work zones at all times. Traffic control devises shall be installed and maintained to meet federal and state standards set forth in the most current MUTCD, FDOT Design Standards and in accordance with Charlotte County Maintenance of Traffic Policy Specifications. Maintaining traffic control devices shall consider proper position, cleanliness, legibility, and daytime and nighttime visibility and reflectivity. To assure adequate maintenance the work zone shall be inspected daily. Damaged or deteriorated traffic control devices shall be replaced.

6. All equipment and hazards left in the rights-of-way during hours of darkness are to be barricaded off. All signs and barricades requiring lights shall have Type A flashing lights in good working order. Any further traffic control

devices deemed necessary during the project are to be provided by the contractor at the contractor's expense.

7. Type B High Intensity Flashing Warning Lights shall be mounted on the first and second advanced post mounted warning signs on all approaches to any work zone.

8. All road, bridge, or sidewalk closure barricades will have Type A flashing lights in working order.

9. Areas around schools that are in session must have sidewalks that are opened at minimum of one hour before to at one half hour after school starting in the morning and one half hour before to one hour after school is let out in the afternoon, unless written permission is granted by the School Board to close the sidewalk.

10. Work will not be permitted in the school zone from one hour before to one half hour after school starting in the morning and at one half hour before to one hour after school is let out in the afternoon, unless written permission is granted by the School Board.

11. No construction equipment shall travel on or cross a public roadway without a yellow flashing beacon and accompanied by flagging personnel to safely guide the equipment until it is safely off the roadway out of the clear zone.

12. Every attempt shall be made to avoid road closures. Where it is not possible to completely avoid road closures, the following procedures shall be followed:

    a. Road closures shall be limited, if possible, to single lane closures with traffic controlled by flagmen. Flagging operations and flagmen shall comply with MUTCD requirements and flagmen shall be certified in a flagging operation. Flagging is not to begin until the proper signage is in place. When flagging is not being performed, the signs must be covered up, turned away from traffic or removed from the job site.

b. If the work cannot be performed without closing all traffic lanes, but the closures can be limited to intervals no longer than five-minute duration's (e.g., to accommodate necessary equipment operations) flagmen shall be used to control traffic as necessary. All equipment crossing the roadway is to be escorted by flaggers.

c. If the work cannot be performed without closing all traffic lanes for periods longer than five (5) minutes at a time, provisions shall be made to maintain access to all developed properties. Access shall be properly signed and/or marked detours or other approved methods.

d. A detailed Maintenance of Traffic Plan shall be prepared by the contractor or other responsible entity for all situations where any lane closures are proposed. The detailed MOT Plans shall show the limits of the road closure, detour routes and/or other means of maintaining access, temporary signing and marking that will be used, and any other information deemed necessary by the County Engineer. The MOT Plan for road closures shall be submitted to the Engineering Department at least two weeks prior to each road closure. **No road closures, other than emergencies, are authorized without the prior approval of the County Engineer. No road closures will begin on a County Holiday or weekend.**

e. If the road closure is authorized by the County Engineer, the following organizations shall be notified seven days prior to the closure and again 24 hours prior to the closure. If the closure will extend for more than one (1) day, notifications shall be made each day to inform these organizations of the road closure that will be in effect the following day:

- **Charlotte County Public Works**
  • Public Relations Manager- Tracy.Doherty@charlottecountyfl.gov
  Phone (941) 575-3643

•Emergency services:

Sheriff	**FIRE/EMS**	**Fire Headquarters**
(941) 639-2101	(941) 833-5600	(941) 833-5600

- **Charlotte County School Board:**
  Transportation Division (941) 575-5432

- **The Media:** Newspaper/Radio Stations (Notify applicable one(s))

Charlotte Sun Herald	(941) 206-1000
Charlotte Herald Tribune Newspaper	(941) 473-5475
Englewood Sun Herald Tribune Newspaper	(941) 681-3000
Sarasota Herald Tribune Newspaper	(941) 953-7755
Venice Gondolier Newspaper	(941) 207-1000
I Heart Media – Port Charlotte, Punta Gorda, Sarasota	(941) 206-1188
KIX Country 92.9 WIKX Radio Station–Punta Gorda	(941)206-1188
98.9 my FM– Port Charlotte, Punta Gorda	(941) 206-1188
Seaview 104.9 Radio Station – Punta Gorda	(941) 206-1188

- All property owners, residents and tenants of the affected properties (continuing notification not required).

f. If immediate road closure is necessary to safeguard life and/or public safety or private property, prior approval shall **NOT** be required. However, the notifications required under **e.** above shall be made as soon as practicable provided that the notification effort does not compromise the efforts to safeguard life and/or property.

13. All initial MOT Plans (not involving road closures) and proposed changes shall be submitted to the County Transportation Engineer, or designee, for approval, at least two weeks prior to the start of work.

14. Failure to comply with the stipulations set forth in this policy will result in immediate suspension of work, and/or revoking of the permit until such time as the affected party comes into compliance.

Original: 9/15/1995
Revisions: 3/01/1997
9/29/2003
7/10/2006
3/20/2012
3/24/2014
11/10/2015
8/31/2016
7/26/2017
9/24/2018
8/5/2019

May 15, 2024
PREPARED BY: Carlos Rosero
CHECKED BY: Diana P. Ramirez

CHARLOTTE COUNTY
FLORIDA

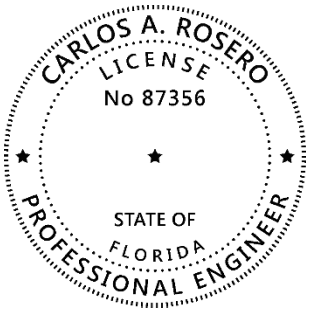
SPECIFICATIONS PACKAGE
Contract Number: CAA44
FINANCIAL PROJECT ID(S).453062-1-58-01
FEDERAL FUNDS
DISTRICT ONE
CHARLOTTE COUNTY

The applicable Articles and Subarticles of the General Requirements & Covenants division (Division I) of the FY 2024-25 edition of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction are added, and all of the Construction Details and Materials divisions (Division II & III) 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 Carlos A. Rosero, P.E. 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:	5/15/2024
State of Florida,	
Professional Engineer, License No.:	87356
Firm/Agency Name:	Kisinger Campo & Associates
Firm/Agency Address:	5201 Blue Lagoon Drive, Suite 828
City, State, Zip Code:	Miami, FL 33126
Page(s):	72



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LAP DIVISION 1 SPECIFICATIONS.
(REV 3-26-24) (FA 3-29-24) (FY 2024-25)

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 Programs Manual (525-010-300) and the Local Agency Program Checklist for Construction Contracts (Phase 58) – Federal and State Requirements (525-070-44)

FROM SECTION 1 – DEFINITIONS AND TERMS:

Department Name Charlotte County

Engineer Joanne Vernon, P.E., County Engineer

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.

FROM SECTION 4 - SCOPE OF THE WORK (ALTERATION OF WORK).

4-3 Alteration of Plans or of Character of Work.

4-3.1 General: The Engineer reserves the right to make, at any time prior to or during the progress of the work, such increases or decreases in quantities, whether a significant change or not, and such alterations in the details of construction, whether a substantial change or not, including but not limited to alterations in the grade or alignment of the road or structure or both, as may be found necessary or desirable by the Engineer. Such increases, decreases or alterations shall not constitute a breach of Contract, shall not invalidate the Contract, nor release the Surety from any liability arising out of this Contract or the Surety bond. The Contractor agrees to perform the work, as altered, the same as if it had been a part of the original Contract.

The term "significant change" applies only when:

1. The Engineer determines that the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction, or

2. A major item of work, as defined in 1-3, is increased in excess of 125% or decreased below 75% of the original Contract quantity. The Department will apply any price adjustment for an increase in quantity only to that portion in excess of 125% of the original Contract item quantity in accordance with 4-3.2 below. In the case of a decrease below 75% the Department will only apply a price adjustment for the additional costs that are a direct result of the reduction in quantity.

In (1) above, the determination by the Engineer shall be conclusive. If the determination is challenged by the Contractor in any proceeding, the Contractor must establish by clear and convincing proof that the determination by the Engineer was without any reasonable basis.

4-3.2 Increase, Decrease or Alteration in the Work: The Engineer reserves the right to make alterations in the character of the work which involve a substantial change in the nature of the design or in the type of construction or which materially increases or decreases the cost or time of performance. Such alteration shall not constitute a breach of Contract, shall not invalidate the Contract or release the Surety.

Notwithstanding that the Contractor shall have no formal right whatsoever to any extra compensation or time extension deemed due by the Contractor for any cause unless and until the Contractor follows the procedures set forth in 5-12.2 for preservation, presentation and resolution of the claim, the Contractor may at any time, after having otherwise timely submitted a notice of intent to claim or preliminary time extension request pursuant to 5-12.2 and 8-7.3.2, submit to the Department a request for equitable adjustment of compensation or time or other dispute resolution proposal. The Contractor shall in any request for equitable adjustment of compensation, time, or other dispute resolution proposal certify under oath and in writing, in accordance with the formalities required by Florida law, that the request is made in good faith, that any supportive data submitted is accurate and complete to the Contractor's best knowledge and belief, and that the amount of the request accurately reflects what the Contractor in good faith believes to be the Department's responsibility. Such certification must be made by an officer or director of the Contractor with the authority to bind the Contractor. Any such certified statements of entitlement and costs shall be subject to the audit provisions set forth in 5-12.14. While the submittal or review of a duly certified request for equitable adjustment shall neither create, modify, nor activate any legal rights or obligations as to the Contractor or the

Department, the Department will review the content of any duly certified request for equitable adjustment or other dispute resolution proposal, with any further action or inaction by the Department thereafter being in its sole discretion. Any request for equitable adjustment that fails to fully comply with the certification requirements will not be reviewed by the Department.

The monetary compensation provided for below constitutes full and complete payment for such additional work and the Contractor shall have no right to any additional monetary compensation for any direct or indirect costs or profit for any such additional work beyond that expressly provided below. The Contractor shall be entitled to a time extension only to the extent that the performance of any portion of the additional work is a controlling work item and the performance of such controlling work item actually extends completion of the project due to no fault of the Contractor. All time related costs for actual performance of such additional work are included in the compensation already provided below and any time extension entitlement hereunder will be without additional monetary compensation. The Contractor shall have no right to any monetary compensation or damages whatsoever for any direct or indirect delay to a controlling work item arising out of or in any way related to the circumstances leading up to or resulting from additional work (but not relating to the actual performance of the additional work, which is paid for as otherwise provided herein), except only as provided for under 5-12.6.2.1.

4-3.2.1 Allowable Costs for Extra Work: The Engineer may direct in writing that extra work be done and, at the Engineer's sole discretion, the Contractor will be paid pursuant to an agreed Supplemental Agreement or in the following manner:

1. Labor and Burden: The Contractor will receive payment for actual costs of direct labor and burden for the additional or unforeseen work. Labor includes foremen actually engaged in the work; and will not include project supervisory personnel nor necessary on-site clerical staff, except when the additional or unforeseen work is a controlling work item and the performance of such controlling work item actually extends completion of the project due to no fault of the Contractor. Compensation for project supervisory personnel, but in no case higher than a Project Manager's position, shall only be for the pro-rata time such supervisory personnel spent on the contract. In no case shall an officer or director of the Company, nor those persons who own more than 1% of the Company, be considered as project supervisory personnel, direct labor or foremen hereunder.

Payment for burden shall be limited solely to the following:

Table 4-1	
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

Table 4-1	
Item	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 4-1,

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" as published by EquipmentWatch, a division of Informa Business Media, Inc., 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 "Rental Rate 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, for (a) and (b) above, 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.

4-3.2.2 Subcontracted Work: Compensation for the additional or unforeseen work performed by a subcontractor shall be limited solely to that provided for in 4-3.2.1 (1), (2), (3) and (4)(a). In addition, the Contractor compensation is expressly limited to the greater of the total provided in either 4-3.2.1(4)(a) or (4)(b), except that the Average Overhead Per-Day calculation is as follows:

$$Ds = \frac{As \times C}{B}$$

Where As = Original Contract Amount minus Original Subcontract amounts(s)*

B = Original Contract Time
C = 8%
Ds = Average Overhead Per-Day

* deduct Original Subcontract Amount(s) of subcontractor(s) performing the work

The subcontractor may receive compensation for any premium for acquiring a bond for the additional or unforeseen work; provided, however, that such payment for additional subcontractor bond will only be paid upon presentment to the Department of clear and convincing proof that the subcontractor has actually submitted and paid for separate bond premiums for such additional or unforeseen work in such amount and that the subcontractor was required by the Contractor to acquire a bond.

The Contractor shall require the subcontractor to submit a certification, in accordance with 4-3.2.1 (1), as part of the cost proposal and submit such to the Engineer. Such certification must be made by an officer or director of the subcontractor with authority to bind

the subcontractor. Timely certification is a condition precedent to any right of the Contractor to recover compensation for such subcontractor costs, and failure to timely submit the certification will constitute a full, complete, absolute and irrevocable waiver by the Contractor of any right to recover such subcontractor costs.

4-3.3 No Waiver of Contract: Changes made by the Engineer will not be considered to waive any of the provisions of the Contract, nor may the Contractor make any claim for loss of anticipated profits because of the changes, or by reason of any variation between the approximate quantities and the quantities of work actually performed. All work shall be performed as directed by the Engineer and in accordance with the Contract Documents.

4-3.4 Conditions Requiring a Supplemental Agreement or Unilateral Payment: A Supplemental Agreement or Unilateral Payment will be used to clarify the Plans and Specifications of the Contract; to provide for unforeseen work, grade changes, or alterations in the Plans which could not reasonably have been contemplated or foreseen in the original Plans and Specifications; to change the limits of construction to meet field conditions; to provide a safe and functional connection to an existing pavement; to settle documented Contract claims; to make the project functionally operational in accordance with the intent of the original Contract and subsequent amendments thereto.

A Supplemental Agreement or Unilateral Payment may be used to expand the physical limits of the project only to the extent necessary to make the project functionally operational in accordance with the intent of the original Contract. The cost of any such agreement extending the physical limits of the project shall not exceed $100,000 or 10% of the original Contract price, whichever is greater.

Perform no work to be covered by a Supplemental Agreement or Unilateral Payment before written authorization is received from the Engineer. The Engineer's written authorization will set forth sufficient work information to allow the work to begin. The work activities, terms and conditions will be reduced to written Supplemental Agreement or Unilateral Payment form promptly thereafter. No payment will be made on a Supplemental Agreement or Unilateral Payment prior to the Department's approval of the document.

4-3.5 Extra Work: Extra work authorized in writing by the Engineer will be paid in accordance with the formula in 4-3.2. Such payment will be the full extent of all monetary compensation entitlement due to the Contractor for such extra work. Any entitlement to a time extension due to extra work will be limited solely to that provided for in 4-3.2 for additional work.

4-3.6 Connections to Existing Pavement, Drives and Walks: Generally adhere to the limits of construction at the beginning and end of the project as detailed in the Plans. However, if the Engineer determines that it is necessary to extend the construction in order to make suitable connections to existing pavement, the Engineer will authorize such a change in writing.

For necessary connections to existing walks and drives that are not indicated in the Plans, the Engineer will submit direction regarding the proper connections in accordance with the Standard Plans.

4-3.7 Differing Site Conditions: During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the Contract, or if unknown physical conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the Contract are encountered at the site, the party discovering such conditions shall promptly notify

the other party in writing of the specific differing conditions before the Contractor disturbs the conditions or performs the affected work.

Upon receipt of written notification of differing site conditions from the Contractor, the Engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the Contract, an adjustment will be made, excluding loss of anticipated profits, and the Contract will be modified in writing accordingly. The Engineer will notify the Contractor whether or not an adjustment of the Contract is warranted.

The Engineer will not allow a Contract adjustment for a differing site condition unless the Contractor has submitted the required written notice.

The Engineer will not allow a Contract adjustment under this clause for any effects caused to any other Department or non-Department projects on which the Contractor may be working.

4-3.8 Changes Affecting Utilities: The Contractor shall be responsible for identifying and assessing any potential impacts to a utility that may be caused by the changes proposed by the Contractor, and the Contractor shall at the time of making the request for a change notify the Department in writing of any such potential impacts to utilities.

Department approval of a Contractor proposed change does not relieve the Contractor of sole responsibility for all utility impacts, costs, delays or damages, whether direct or indirect, resulting from Contractor initiated changes in the design or construction activities from those in the original Contract Specifications, Design Plans (including Traffic Control Plans) or other Contract Documents and which effect a change in utility work different from that shown in the Utility Plans, joint project agreements or utility relocation schedules.

4-3.9 Cost Savings Initiative Proposal:

4-3.9.1 Intent and Objective:

1. This Subarticle applies to any cost reduction proposal (hereinafter referred to as a Proposal) that the Contractor initiates and develops for the purpose of refining the Contract to increase cost effectiveness or significantly improve the quality of the end result. A mandatory Cost Savings Initiative Workshop will be held prior to Contract Time beginning for the Contractor and Department to discuss potential Proposals. This mandatory workshop can only be eliminated if agreed to in writing by both the Contractor and Department. This Subarticle does not, however, apply to any such proposal unless the Contractor identifies it at the time of its submission to the Department as a proposal submitted pursuant to this Subarticle.

2. The Department will consider Proposals that would result in net savings to the Department by providing a decrease in the cost of the Contract. Proposals must result in savings without impairing essential functions and characteristics such as safety, service, life, reliability, economy of operation, ease of maintenance, aesthetics and necessary standard design features. The Department will not recognize the Contractor's correction of plan errors that result in a cost reduction, as a Proposal. Deletions of work, approved by the Engineer, that are the sole objective of the Proposal will include a cost sharing percentage with the Contractor as defined in Subarticle 4-3.9.7.

3. The Department shall have the right to reject, at its discretion, any Proposal submitted that proposes a change in the design of the pavement system or that would require additional right-of-way. Pending the Department's execution of a formal supplemental agreement implementing an approved Proposal, the Contractor shall remain obligated to perform

the work in accordance with the terms of the existing Contract. The Department may grant time extensions to allow for the time required to develop and review a Proposal.

4. For potential Proposals not discussed at the Cost Savings Initiative Workshop, a mandatory concept meeting will be held for the Contractor and Department to discuss the potential Proposal prior to development of the Proposal. This mandatory meeting can only be eliminated if agreed to in writing by both the Contractor and Department.

4-3.9.2 Subcontractors: The Department encourages the Contractor to include the provisions of this Subarticle in Contracts with subcontractors and to encourage submission of Proposals from subcontractors. However, it is not mandatory to submit Proposals to the Department or to accept or transmit subcontractor proposed Proposals to the Department.

4-3.9.3 Data Requirements: As a minimum, submit the following information with each Proposal:

1. a description of the difference between the existing Contract requirement, including any time extension request, and the proposed change, and the comparative advantages and disadvantages.

2. separate detailed cost estimates for both the existing Contract requirement and the proposed change. Break down the cost estimates by pay item numbers indicating quantity increases or decreases and deleted pay items. Identify additional proposed work not covered by pay items within the Contract, by using pay item numbers in the Basis of Estimates Manual. In preparing the estimates, include overhead, profit, and bond within pay items in the Contract. Separate pay item(s) for the cost of overhead, profit, and bond will not be allowed.

3. an itemization of the changes, deletions or additions to plan details, plan sheets, Standard Plans and Specifications that are required to implement the Proposal if the Department adopts it. Submit preliminary plan drawings sufficient to describe the proposed changes.

4. engineering or other analysis in sufficient detail to identify and describe specific features of the Contract that must be changed if the Department accepts the Proposal with a proposal as to how these changes can be accomplished and an assessment of their effect on other project elements. The Department may require that engineering analyses be performed by a prequalified consultant in the applicable class of work. Support all design changes that result from the Proposal with drawings and computations signed and sealed by the Contractor's Engineer of Record. Written documentation or drawings will be submitted clearly delineating the responsibility of the Contractor's Engineer of Record.

5. the date by which the Department must approve the Proposal to obtain the total estimated cost reduction during the remainder of the Contract, noting any effect on the Contract completion time or delivery schedule.

6. a revised project schedule that would be followed upon approval of the Proposal. This schedule would include submittal dates and review time for the Department and Peer reviews.

4-3.9.4 Processing Procedures: Submit Proposals to the Engineer or his duly authorized representative. The Department will process Proposals expeditiously; however, the Department is not liable for any delay in acting upon a Proposal submitted pursuant to this Subarticle. The Contractor may withdraw, in whole or in part, a Proposal not accepted by the Department within the period specified in the Proposal. The Department is not liable for any

Proposal development cost in the case where the Department rejects or the Contractor withdraws a Proposal.

The Engineer is the sole judge of the acceptability of a Proposal and of the estimated net savings in construction costs from the adoption of all or any part of such proposal. In determining the estimated net savings, the Department reserves the right to disregard the Contract bid prices if, in the judgment of the Engineer, such prices do not represent a fair measure of the value of work to be performed or to be deleted.

Prior to approval, the Engineer may modify a Proposal, with the concurrence of the Contractor, to make it acceptable. If any modification increases or decreases the net savings resulting from the Proposal, the Department will determine the Contractor's fair share upon the basis of the Proposal as modified and upon the final quantities. The Department will compute the net savings by subtracting the revised total cost of all bid items affected by the Proposal from the total cost of the same bid items as represented in the original Contract.

Prior to approval of the Proposal that initiates the supplemental agreement, submit acceptable Contract-quality plan sheets revised to show all details consistent with the Proposal design.

4-3.9.5 Computations for Change in Contract Cost of Performance: If the Proposal is adopted, the Contractor's share of the net savings as defined hereinafter represents full compensation to the Contractor for the Proposal.

The Department will not include its costs to process and implement a Proposal in the estimate. However, the Department reserves the right, where it deems such action appropriate, to require the Contractor to pay the Department's cost of investigating and implementing a Proposal as a condition of considering such proposal. When the Department imposes such a condition, the Contractor shall accept this condition in writing, authorizing the Department to deduct amounts payable to the Department from any monies due or that may become due to the Contractor under the Contract.

4-3.9.6 Conditions of Acceptance for Major Design Modifications of Category 2 Bridges: A Proposal that proposes major design modifications of a category 2 bridge, as determined by the Engineer, shall have the following conditions of acceptance:

All bridge Plans relating to the Proposal shall undergo an independent peer review conducted by a single independent engineering firm referred to for the purposes of this article as the Independent Review Engineer who is not the originator of the Proposal design, and is pre-qualified by the Department in accordance with Rule 14-75, Florida Administrative Code. The independent peer review is intended to be a comprehensive, thorough verification of the original work, giving assurance that the design is in compliance with all Department requirements. The Independent Review Engineer's comments, along with the resolution of each comment, shall be submitted to the Department. The Independent Review Engineer shall sign and seal the submittal cover letter stating that all comments have been adequately addressed and the design is in compliance with the Department requirements. If there are any unresolved comments the Independent Review Engineer shall specifically list all unresolved issues in the signed and sealed cover letter.

The Contractor shall designate a primary engineer responsible for the Proposal design and as such will be designated as the Contractors Engineer of Record for the Proposal design. The Department reserves the right to require the Contractor's Engineer of Record to assume responsibility for design of the entire structure.

New designs and independent peer reviews shall be in compliance with all applicable Department, FHWA and AASHTO criteria requirements including bridge load ratings.

4-3.9.7 Sharing Arrangements: If the Department approves a Proposal, the Contractor shall receive up to 50% of the net reduction in the cost of the performance of the Contract. The net reduction in the cost of the performance of the Contract will be determined by subtracting the reasonable documented engineering costs, incurred by the contractor to design and develop a Proposal, from the gross reduction in the cost of the performance of the Contract. The reasonable documented engineering costs incurred by the contractor will be paid for as part of the negotiated Supplemental Agreement. Engineering costs incurred by the contractor will be based on the consultant's certified invoice and may include the costs of the Independent Review Engineer in 4-3.9.6. The total engineering costs will be limited to 25% of the gross reduction in the cost of the performance of the Contract and shall not include any markup by the Contractor or the costs for engineering services performed by the Contractor.

If the Department determines that the parties identified in 337.11(17) Florida Statutes have contributed to the reduction in the cost of the performance of the contract, the contractor's share may be 45% of the net reduction.

If the Department approves a Proposal where deletions of work are the sole objective of the Proposal, the Contractor shall receive 14.5% of the net reduction in the cost of the performance of the Contract.

4-3.9.8 Notice of Intellectual Property Interests and Department's Future Rights to a Proposal:

4-3.9.8.1 Notice of Intellectual Property Interests: The Contractor's Proposal submittal shall identify with specificity any and all forms of intellectual property rights that either the Contractor or any officer, shareholder, employee, consultant, or affiliate, of the Contractor, or any other entity who contributed in any measure to the substance of the Contractor's Proposal development, have or may have that are in whole or in part implicated in the Proposal. Such required intellectual property rights notice includes, but is not limited to, disclosure of any issued patents, copyrights, or licenses; pending patent, copyright or license applications; and any intellectual property rights that though not yet issued, applied for or intended to be pursued, could nevertheless otherwise be subsequently the subject of patent, copyright or license protection by the Contractor or others in the future. This notice requirement does not extend to intellectual property rights as to stand-alone or integral components of the Proposal that are already on the Department's Approved Product List (APL) or Standard Plans, or are otherwise generally known in the industry as being subject to patent or copyright protection.

4-3.9.8.2 Department's Future Rights to a Proposal: Notwithstanding 7-3 nor any other provision of the Standard Specifications, upon acceptance of a Proposal, the Contractor hereby grants to the Department and its contractors (such grant being expressly limited solely to any and all existing or future Department construction projects and any other Department projects that are partially or wholly funded by or for the Department) a royalty-free and perpetual license under all forms of intellectual property rights to manufacture, to use, to design, to construct, to disclose, to reproduce, to prepare and fully utilize derivative works, to distribute, display and publish, in whole or in part, and to permit others to do any of the above, and to otherwise in any manner and for any purpose whatsoever do anything reasonably

necessary to fully utilize any and all aspects of such Proposal on any and all existing and future construction projects and any other Department projects.

Contractor shall hold harmless, indemnify and defend the Department and its contractors and others in privity therewith from and against any and all claims, liabilities, other obligations or losses, and reasonable expenses related thereto (including reasonable attorneys' fees), which are incurred or are suffered by any breach of the foregoing grants, and regardless of whether such intellectual property rights were or were not disclosed by the Contractor pursuant to 4-3.9.8.1, unless the Department has by express written exception in the Proposal acceptance process specifically released the Contractor from such obligation to hold harmless, indemnify and defend as to one or more disclosed intellectual property rights.

4-4 Unforeseeable Work.

When the Department requires work that is not covered by a price in the Contract and such work does not constitute a "Significant Change" as defined in 4-3.1, and the Department finds that such work is essential to the satisfactory completion of the Contract within its intended scope, the Department will make an adjustment to the Contract. The Engineer will determine the basis of payment for such an adjustment in a fair and equitable amount.

FROM SECTION 5 – CONTROL OF THE WORK (CLAIMS).

5-12 Claims by Contractor.

5-12.1 General: When the Contractor deems that extra compensation or a time extension is due beyond that agreed to by the Engineer, whether due to delay, additional work, altered work, differing site conditions, breach of Contract, or for any other cause, the Contractor shall follow the procedures set forth herein for preservation, presentation and resolution of the claim.

Submission of timely notice of intent to file a claim, preliminary time extension request, time extension request, and the certified written claim, together with full and complete claim documentation, are each a condition precedent to the Contractor bringing any circuit court, arbitration, or other formal claims resolution proceeding against the Department for the items and for the sums or time set forth in the Contractor's certified written claim. The failure to provide such notice of intent, preliminary time extension request, time extension request, certified written claim and full and complete claim documentation within the time required shall constitute a full, complete, absolute and irrevocable waiver by the Contractor of any right to additional compensation or a time extension for such claim.

5-12.2 Notice of Claim:

5-12.2.1 Claims For Extra Work: Where the Contractor deems that additional compensation or a time extension is due for work or materials not expressly provided for in the Contract or which is by written directive expressly ordered by the Engineer pursuant to 4-3, the Contractor shall submit written notification to the Engineer of the intention to make a claim for additional compensation before beginning the work on which the claim is based, and if seeking a time extension, the Contractor shall also submit a preliminary request for time extension pursuant to 8-7.3.2 within ten calendar days after commencement of a delay and a request for Contract Time extension pursuant to 8-7.3.2 within thirty calendar days after the elimination of the delay. If such written notification is not submitted and the Engineer is not afforded the opportunity for keeping strict account of actual labor, material, equipment, and time, the Contractor waives the claim for additional compensation or a time extension. Such notice by the

Contractor, and the fact that the Engineer has kept account of the labor, materials and equipment, and time, shall not in any way be construed as establishing the validity of the claim or method for computing any compensation or time extension for such claim. On projects with an original Contract amount of $3,000,000 or less within 90 calendar days after final acceptance of the project and on projects with an original Contract amount greater than $3,000,000 within 180 calendar days after final acceptance of the project the Contractor shall submit full and complete claim documentation as described in 5-12.3 and duly certified pursuant to 5-12.9. However, for any claim or part of a claim that pertains solely to final estimate quantities disputes the Contractor shall submit full and complete claim documentation as described in 5-12.3 and duly certified pursuant to 5-12.9, as to such final estimate claim dispute issues, within 90 or 180 calendar days, respectively, of the Contractor's receipt of the Department's final estimate.

If the Contractor fails to submit a certificate of claim as described in 5-12.9, the Department will so notify the Contractor in writing. The Contractor shall have ten calendar days from receipt of the notice to resubmit the claim documentation, without change, with a certificate of claim as described in 5-12.9, without regard to whether the resubmission is within the applicable 90 or 180 calendar day deadline for submission of full and complete claim documentation. Failure by the Contractor to comply with the ten calendar day notice shall constitute a waiver of the claim.

5-12.2.2 Claims For Delay: Where the Contractor deems that additional compensation or a time extension is due on account of delay, differing site conditions, breach of Contract, or any other cause other than for work or materials not expressly provided for in the Contract (Extra Work) or which is by written directive of the Engineer expressly ordered by the Engineer pursuant to 4-3, the Contractor shall submit a written notice of intent to the Engineer within ten days after commencement of a delay to a controlling work item expressly notifying the Engineer that the Contractor intends to seek additional compensation, and if seeking a time extension, the Contractor shall also submit a preliminary request for time extension pursuant to 8-7.3.2 within ten calendar days after commencement of a delay to a controlling work item, as to such delay and providing a reasonably complete description as to the cause and nature of the delay and the possible impacts to the Contractor's work by such delay, and a request for Contract Time extension pursuant to 8-7.3.2 within thirty calendar days after the elimination of the delay. On projects with an original Contract amount of $3,000,000 or less within 90 calendar days after final acceptance of the project and on projects with an original Contract amount greater than $3,000,000 within 180 calendar days after final acceptance of the project the Contractor shall submit full and complete documentation as described in 5-12.3 and duly certified pursuant to 5-12.9.

If the Contractor fails to submit a certificate of claim as described in 5-12.9, the Department will so notify the Contractor in writing. The Contractor shall have ten calendar days from receipt of the notice to resubmit the claim documentation, without change, with a certificate of claim as described in 5-12.9, without regard to whether the resubmission is within the applicable 90 or 180 calendar day deadline for submission of full and complete claim documentation. Failure by the Contractor to comply with the ten calendar day notice shall constitute a waiver of the claim.

There shall be no Contractor entitlement to any monetary compensation or time extension for any delays or delay impacts, whatsoever, that are not to a controlling work item, and then as to any such delay to a controlling work item entitlement to any monetary compensation or time extension shall only be to the extent such is otherwise provided for

expressly under 4-3 or 5-12, except that in the instance of delay to a non-controlling item of work the Contractor may be compensated for the direct costs of idle labor or equipment only, at the rates set forth in 4-3.2.1(1) and (3), and then only to the extent the Contractor could not reasonably mitigate such idleness.

If the Contractor provides the written notice of intent, the preliminary request for time extension, and the request for Contract Time extension in compliance with the aforementioned time and content requirements, the Contractor's claim for delay to a controlling work item will be evaluated as of the date of the elimination of the delay even if the Contractor's performance subsequently overcomes the delay. If the claim for delay has not been settled, the Contractor must also comply with 5-12.3 and 5-12.9 to preserve the claim.

5-12.3 Content of Written Claim: As a condition precedent to the Contractor being entitled to additional compensation or a time extension under the Contract, for any claim, the Contractor shall submit a certified written claim to the Department which will include for each individual claim, at a minimum, the following information:

1. A detailed factual statement of the claim providing all necessary dates, locations, and items of work affected and included in each claim;

2. The date or dates on which actions resulting in the claim occurred or conditions resulting in the claim became evident;

3. Identification of all pertinent documents and the substance of any material oral communications relating to such claim and the name of the persons making such material oral communications;

4. Identification of the provisions of the Contract which support the claim and a statement of the reasons why such provisions support the claim, or alternatively, the provisions of the Contract which allegedly have been breached and the actions constituting such breach;

5. A detailed compilation of the amount of additional compensation sought and a breakdown of the amount sought as follows:

a. documented additional job site labor expenses;

b. documented additional cost of materials and supplies;

c. a list of additional equipment costs claimed, including each piece of equipment and the rental rate claimed for each;

d. any other additional direct costs or damages and the documents in support thereof;

e. any additional indirect costs or damages and all documentation in support thereof.

6. A detailed compilation of the specific dates and the exact number of calendar days sought for a time extension, the basis for entitlement to time for each day, all documentation of the delay, and a breakout of the number of days claimed for each identified event, circumstance or occurrence.

Further, the Contractor shall be prohibited from amending either the bases of entitlement or the amount of any compensation or time stated for any and all issues claimed in the Contractor’s written claim submitted hereunder, and any circuit court, arbitration, or other formal claims resolution proceeding shall be limited solely to the bases of entitlement and the amount of any compensation or time stated for any and all issues claimed in the Contractor’s written claim submitted hereunder. This shall not, however, preclude a Contractor from withdrawing or reducing any of the bases of entitlement and the amount of any compensation or

time stated for any and all issues claimed in the Contractor's written claim submitted hereunder at any time.

5-12.4 Action on Claim: The Engineer will respond in writing on projects with an original Contract amount of $3,000,000 or less within 90 calendar days of receipt of a complete claim submitted by a Contractor in compliance with 5-12.3, and on projects with an original Contract amount greater than $3,000,000 within 120 calendar days of receipt of a complete claim submitted by a Contractor in compliance with 5-12.3. Failure by the Engineer to respond to a claim in writing within 90 or 120 days, respectively, after receipt of a complete claim submitted by the Contractor in compliance with 5-12.3 constitutes a denial of the claim by the Engineer. If the Engineer finds the claim or any part thereof to be valid, such partial or whole claim will be allowed and paid for to the extent deemed valid and any time extension granted, if applicable, as provided in the Contract. No circuit court or arbitration proceedings on any claim, or a part thereof, may be filed until after final acceptance of all Contract work by the Department or denial hereunder, whichever occurs last.

5-12.5 Pre-Settlement and Pre-Judgment Interest: Entitlement to any pre-settlement or pre-judgment interest on any claim amount determined to be valid subsequent to the Department's receipt of a certified written claim in full compliance with 5-12.3, whether determined by a settlement or a final ruling in formal proceedings, the Department shall pay to the Contractor simple interest calculated at the Prime Rate (as reported by the Wall Street Journal as the base rate on corporate loans posted by at least 75% of the nations 30 largest banks) as of the 60th calendar day following the Department's receipt of a certified written claim in full compliance with 5-12.3, such interest to accrue beginning 60 calendar days following the Department's receipt of a certified written claim in full compliance with 5-12.3 and ending on the date of final settlement or formal ruling.

5-12.6 Compensation for Extra Work or Delay:

5-12.6.1 Compensation for Extra Work: Notwithstanding anything to the contrary contained in the Contract Documents, the Contractor shall not be entitled to any compensation beyond that provided for in 4-3.2.

5-12.6.2 Compensation for Delay: Notwithstanding anything to the contrary contained in the Contract Documents, the additional compensation set forth in 5-12.6.2.1 shall be the Contractor's sole monetary remedy for any delay other than to perform extra work caused by the Department unless the delay shall have been caused by acts constituting willful or intentional interference by the Department with the Contractor's performance of the work and then only where such acts continue after Contractor's written notice to the Department of such interference. The parties anticipate that delays may be caused by or arise from any number of events during the term of the Contract, including, but not limited to, work performed, work deleted, supplemental agreements, work orders, disruptions, differing site conditions, utility conflicts, design changes or defects, time extensions, extra work, right-of-way issues, permitting issues, actions of suppliers, subcontractors or other contractors, actions by third parties, suspensions of work by the Engineer shop drawing approval process delays, expansion of the physical limits of the project to make it functional, weather, weekends, holidays, special events, suspension of Contract Time, or other events, forces or factors sometimes experienced in construction work. Such delays or events and their potential impacts on the performance by the Contractor are specifically contemplated and acknowledged by the parties in entering into this Contract, and shall not be deemed to constitute willful or intentional interference with the Contractor's performance of the work without clear and convincing proof that they were the

result of a deliberate act, without reasonable and good-faith basis, and specifically intended to disrupt the Contractor's performance.

5-12.6.2.1 Compensation for Direct Costs, Indirect Costs, Expenses, and Profit thereon, of or from Delay: For any delay claim, the Contractor shall be entitled to monetary compensation for the actual idle labor (including supervisory personnel) and equipment, and indirect costs, expenses, and profit thereon, as provided for in 4-3.2.1(4) and solely for costs incurred beyond what reasonable mitigation thereof the Contractor could have undertaken.

5-12.7 Mandatory Claim Records: After submitting to the Engineer a notice of intent to file a claim for extra work or delay, the Contractor must keep daily records of all labor, material and equipment costs incurred for operations affected by the extra work or delay. These daily records must identify each operation affected by the extra work or delay and the specific locations where work is affected by the extra work or delay, as nearly as possible. The Engineer may also keep records of all labor, material and equipment used on the operations affected by the extra work or delay. The Contractor shall, once a notice of intent to claim has been timely filed, and not less than weekly thereafter as long as appropriate, submit the Contractor's daily records to the Engineer and be likewise entitled to receive the Department's daily records. The daily records to be submitted hereunder shall be done at no cost to the recipient.

5-12.8 Claims For Acceleration: The Department shall have no liability for any constructive acceleration of the work, nor shall the Contractor have any right to make any claim for constructive acceleration nor include the same as an element of any claim the Contractor may otherwise submit under this Contract. If the Engineer gives express written direction for the Contractor to accelerate its efforts, such written direction will set forth the prices and other pertinent information and will be reduced to a written Contract Document promptly. No payment will be made on a Supplemental Agreement for acceleration prior to the Department's approval of the documents.

5-12.9 Certificate of Claim: When submitting any claim, the Contractor shall certify under oath and in writing, in accordance with the formalities required by Florida law, that the claim is made in good faith, that the supportive data are accurate and complete to the Contractor's best knowledge and belief, and that the amount of the claim accurately reflects what the Contractor in good faith believes to be the Department's liability. Such certification must be made by an officer or director of the Contractor with the authority to bind the Contractor.

5-12.10 Non-Recoverable Items: The parties agree that for any claim the Department will not have liability for the following items of damages or expense:

1. Loss of profit, incentives or bonuses;
2. Any claim for other than extra work or delay;
3. Consequential damages, including, but not limited to, loss of bonding capacity, loss of bidding opportunities, loss of credit standing, cost of financing, interest paid, loss of other work or insolvency;
4. Acceleration costs and expenses, except where the Department has expressly and specifically directed the Contractor in writing "to accelerate at the Department's expense"; nor
5. Attorney fees, claims preparation expenses and costs of litigation.

5-12.11 Exclusive Remedies: Notwithstanding any other provision of this Contract, the parties agree that the Department shall have no liability to the Contractor for expenses, costs, or items of damages other than those which are specifically identified as payable under 5-12. In the

event any legal action for additional compensation, whether on account of delay, acceleration, breach of contract, or otherwise, the Contractor agrees that the Department's liability will be limited to those items which are specifically identified as payable in 5-12.

5-12.12 Settlement Discussions: The content of any discussions or meetings held between the Department and the Contractor to settle or resolve any claims submitted by the Contractor against the Department shall be inadmissible in any legal, equitable, arbitration or administrative proceedings brought by the Contractor against the Department for payment of such claim. Dispute Resolution Board, State Arbitration Board and Claim Review Committee proceedings are not settlement discussions, for purposes of this provision.

5-12.13 Personal Liability of Public Officials: In carrying out any of the provisions of the Contract or in exercising any power or authority granted to the Secretary of Transportation, Engineer or any of their respective employees or agents, there shall be no liability on behalf of any employee, officer or official of the Department for which such individual is responsible, either personally or as officials or representatives of the Department. It is understood that in all such matters such individuals act solely as agents and representatives of the Department.

5-12.14 Auditing of Claims: All claims filed against the Department shall be subject to audit at any time following the filing of the claim, whether or not such claim is part of a suit pending in the Courts of this State. The audit may be performed, at the Department's sole discretion, by employees of the Department or by any independent auditor appointed by the Department, or both. The audit may begin after ten days written notice to the Contractor, subcontractor, or supplier. The Contractor, subcontractor, or supplier shall make a good faith effort to cooperate with the auditors. As a condition precedent to recovery on any claim, the Contractor, subcontractor, or supplier must retain sufficient records, and provide full and reasonable access to such records, to allow the Department's auditors to verify the claim and failure to retain sufficient records of the claim or failure to provide full and reasonable access to such records shall constitute a waiver of that portion of such claim that cannot be verified and shall bar recovery thereunder. Further, and in addition to such audit access, upon the Contractor submitting a written claim, the Department shall have the right to request and receive, and the Contractor shall have the affirmative obligation to submit to the Department any and all documents in the possession of the Contractor or its subcontractors, materialmen or suppliers as may be deemed relevant by the Department in its review of the basis, validity or value of the Contractor's claim.

Without limiting the generality of the foregoing, the Contractor shall upon written request of the Department make available to the Department's auditors, or upon the Department's written request, submit at the Department's expense, any or all of the following documents:

1. Daily time sheets and foreman's daily reports and diaries;
2. Insurance, welfare and benefits records;
3. Payroll register;
4. Earnings records;
5. Payroll tax return;
6. Material invoices, purchase orders, and all material and supply acquisition contracts;
7. Material cost distribution worksheet;
8. Equipment records (list of company owned, rented or other equipment used);

9. Vendor rental agreements and subcontractor invoices;
10. Subcontractor payment certificates;
11. Canceled checks for the project, including, payroll and vendors;
12. Job cost report;
13. Job payroll ledger;
14. General ledger, general journal, (if used) and all subsidiary ledgers and journals together with all supporting documentation pertinent to entries made in these ledgers and journals;
15. Cash disbursements journal;
16. Financial statements for all years reflecting the operations on this project;
17. Income tax returns for all years reflecting the operations on this project;
18. All documents which reflect the Contractor's actual profit and overhead during the years this Contract was being performed and for each of the five years prior to the commencement of this Contract;
19. All documents related to the preparation of the Contractor's bid including the final calculations on which the bid was based;
20. All documents which relate to each and every claim together with all documents which support the amount of damages as to each claim;
21. Worksheets used to prepare the claim establishing the cost components for items of the claim including, but not limited to, labor, benefits and insurance, materials, equipment, subcontractors, and all documents that establish which time periods and individuals were involved, and the hours and rates for such individuals.

FROM SECTION 6 – CONTROL OF MATERIALS (MATERIAL CERTIFICATION, APL, AND CONVICT LABOR).

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.

6-1.3.1.1 Approved Product List: This list provides assurance to Contractors, consultants, designers, and Department personnel that specific products and materials are approved for use on Department facilities. The Department will limit the Contractor's use of products and materials that require use of APL items to those listed on the APL effective at the time of placement. Where the terms Qualified Products List (QPL) appear in the Contract Documents, they will be synonymous with Approved Product List (APL).

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: Comply with 2 CFR 184 and 2 CFR 200.322, which includes the Buy America Sourcing Preferences of the Build America, Buy America Act (BABA). Domestic compliance for all affected products will be listed on the APL. The list of affected articles, materials, and supplies that have been added to the APL and are not identified in each individual Section can be found at the following URL: https://www.fdot.gov/programmanagement/ProductEvaluation/Default.shtm.

6-5.2.1 Steel and Iron: 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.

6-5.2.2 Manufactured Products: Use Manufactured Products that are consumed in, incorporated into, or affixed to an infrastructure project that are manufactured in the United States, in accordance with BABA requirements and applicable waivers.

6-5.2.3 Construction Materials: Use non-ferrous metals, plastic and polymer-based products, glass, lumber, and drywall articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project that are manufactured in the United States, in accordance with BABA requirements.

6-5.2.4 Exemptions to Build America, Buy America: Temporary devices, equipment, and other items removed at or before the completion of the project are exempt from BABA funding eligibility requirements. Aggregates, cementitious materials, and aggregate binding agents or additives are exempted from BABA funding eligibility requirements.

6-5.3 Contaminated, Unfit, Hazardous, and Dangerous Materials: Do not use any material that, after approval and/or placement, has in any way become unfit for use. Do not use materials containing any substance that has been determined to be hazardous by the State of Florida Department of Environmental Protection or the U.S. Environmental Protection Agency (EPA). Provide workplaces free from serious recognized hazards and to comply with occupational safety and health standards, as determined by the U.S. Department of Labor Occupational Safety and Health Administration (OSHA).

FROM SECTION 7 – LEGAL REQUIREMENTS AND RESPONSIBILITIES TO THE PUBLIC (FHWA 1273, WAGE RATES, E-VERIFY, TITLE VI, DBE, AND ON-THE-JOB TRAINING)

7-1.1Compliance with FHWA 1273: The FHWA-1273 Electronic version, dated October 23, 2023 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/fhwa_1273_revised-10-23-23.pdf?sfvrsn=d7604d20_1

Take responsibility to obtain this information and comply with all requirements posted on this website up through five calendar days before the opening of bids.

Comply with the provisions contained in FHWA-1273.

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

7-1.4 Compliance with Federal Endangered Species Act and other Wildlife Regulations: The Federal Endangered Species Act requires that the Department investigate the potential impact to a threatened or endangered species prior to initiating an activity performed in conjunction with a highway construction project. If the Department's investigation determines that there is a potential impact to a protected, threatened or an endangered species, the Department will conduct an evaluation to determine what measures may be necessary to mitigate such impact. When mitigation measures and/or special conditions are necessary, these measures and conditions will be addressed in the Contract Documents or 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.

7-1.8 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	County	Associated Work
FL20240161	Charlotte	Highway

Review the General Decisions for all classifications necessary to complete the project. Request additional classifications through the Engineer's office when needed.

7-24 Disadvantaged Business Enterprise Program.

~~**7-24.1 Disadvantaged Business Enterprise Affirmative Action Plan:** Prior to award of the Contract, have an approved Disadvantaged Business Enterprise (DBE) Affirmative Action Program Plan filed with the Equal Opportunity Office. Update and resubmit the plan every three years. No Contract will be awarded until the Department approves the Plan. The DBE Affirmative Action Program Plan is incorporated into and made a part of the Contract.~~

7-24.2 Required Contract and Subcontract DBE Assurance Language: In accordance with 49 CFR 26.13 (b), the Contract FDOT signs with the Contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance: "The Contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted Contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to,

1. Withholding monthly progress payments;
2. Assessing sanctions;
3. Liquidated damages; and/or
4. Disqualifying the Contractor from future bidding as non-responsible."

~~**7-24.3 Plan Requirements:** Include the following in the DBE Affirmative Action Program Plan:~~

~~1. A policy statement, signed by an authorized representative (president, chief executive officer, or chairman of the contractor), expressing a commitment to use DBEs in all aspects of contracting to the maximum extent feasible, outlining the various levels of responsibility, and stating the objectives of the program. Circulate the policy statement throughout the Contractor's organization.~~

~~2. The designation of a Liaison Officer within the Contractor's organization, as well as support staff, necessary and proper to administer the program, and a description of the authority, responsibility, and duties of the Liaison Officer and support staff. The Liaison Officer and staff are responsible for developing, managing, and implementing the program on a day-to-day basis for carrying out technical assistance activities for DBEs and for disseminating information on available business opportunities so that DBEs are provided an equitable opportunity to participate in Contracts let by the Department.~~

~~3. Utilization of techniques to facilitate DBE participation in contracting activities which include, but are not limited to:~~

~~a. Soliciting price quotations and arranging a time for the review of Plans, quantities, specifications, and delivery schedules, and for the preparation and presentation of quotations.~~

~~b. Providing assistance to DBEs in overcoming barriers such as the inability to obtain bonding, financing, or technical assistance.~~

~~c. Carrying out information and communication programs or workshops on contracting procedures and specific contracting opportunities in a timely manner, with such programs being bilingual where appropriate.~~

~~d. Encouraging eligible DBEs to apply for certification with the Department.~~

~~e. Contacting Minority Contractor Associations and city and county agencies with programs for disadvantaged individuals for assistance in recruiting and encouraging eligible DBE contractors to apply for certification with the Department.~~

7-24.4 DBE Records and Reports: Submit the following through the Equal Opportunity Compliance System:

1. DBE Commitments - at or before the Pre-Construction Conference.

2. Report monthly, through the Equal Opportunity Compliance System on the Department's Website, actual payments (including retainage) made to DBEs for work performed with their own workforce and equipment in the area in which they are certified. Report payments made to all DBE and Minority Business Enterprise (MBE) subcontractors and DBE and MBE construction material and major suppliers.

The Equal Opportunity Office will provide instructions on accessing this system. Develop a record keeping system to monitor DBE affirmative action efforts which include the following:

1. the procedures adopted to comply with these Specifications;

2. the number of subordinated Contracts on Department projects awarded to DBEs;

3. the dollar value of the Contracts awarded to DBEs;

4. the percentage of the dollar value of all subordinated Contracts awarded to DBEs as a percentage of the total Contract amount;

5. a description of the general categories of Contracts awarded to DBEs; and

6. the specific efforts employed to identify and award Contracts to DBEs.

Upon request, provide the records to the Department for review.

Maintain all such records for a period of five years following acceptance of final payment and have them available for inspection by the Department and the Federal Highway Administration.

7-24.5 Counting DBE Participation and Commercially Useful Functions: 49 CFR Part 26.55 specifies when DBE credit shall be awarded for work performed by a DBE. DBE credit can only be awarded for work actually performed by DBEs themselves for the types of work for which they are certified. When reporting DBE Commitments, only include the dollars that a DBE is expected to earn for work they perform with their own workforce and equipment. Update DBE Commitments to reflect changes to the initial amount that was previously reported or to add DBEs not initially reported.

When a DBE participates in a contract, the value of the work is determined in accordance with 49 CFR Part 26.55, for example:

1. The Department will count only the value of the work performed by the DBE toward DBE goals. The entire amount of the contract that is performed by the DBE's own forces (including the cost of supplies, equipment and materials obtained by the DBE for the contract work) will be counted as DBE credit.

2. The Department will count the entire amount of fees or commissions charged by the DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services or for providing bonds or insurance specifically required for the performance of a Department-assisted contract, toward DBE goals, provided that the Department determines the fees to be reasonable and not excessive as compared with fees customarily followed for similar services.

3. When the DBE subcontracts part of the work of its contract to another firm, the Department will count the value of the subcontracted work only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.

4. When a DBE performs as a participant in a joint venture, the Department will count the portion of the dollar value of the contract equal to the distinct, clearly defined portion of the work the DBE performs with its own forces toward DBE goals.

5. The Contractors shall ensure that only expenditures to DBEs that perform a commercially useful function (CUF) in the work of a contract may be counted toward the voluntary DBE goal.

6. A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself.

7. Contractors wishing to use joint checks involving DBE credit must provide written notice to the District Contract Compliance Office prior to issuance of the joint check. The Contractor must also provide a copy of the notice to the DBE subcontractor and maintain a copy with the project records.

8. To determine whether a DBE is performing a commercially useful function, the Department will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and other relevant factors.

9. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation.

10. If a DBE does not perform or exercise responsibility for at least 30% of the total cost of its contract with its own workforce, or if the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, the DBE has not performed a commercially useful function.

7-24.6 Prompt Payments: Meet the requirements of 9-5 for payments to all DBE subcontractors.

7-25 On-The-Job Training Requirements.

As part of the Contractor's equal employment opportunity affirmative action program, training shall be provided as follows:

The Contractor shall provide On-The-Job Training aimed at developing full journeymen in the type of trade or job classification involved in the work. In the event the Contractor subcontracts a portion of the contract work, it shall determine how many, if any, of the trainees are to be trained by the subcontractor provided, that the Contractor shall retain the primary responsibility for meeting the training requirements imposed by this Section. Ensure that, when feasible, 25% of trainees in each occupation are in their first year of training. The Contractor shall incorporate the requirements of this Section into such subcontract.

The number of trainees will be estimated on the number of calendar days of the contract, the dollar value, and the scope of work to be performed. The trainee goal will be finalized at a Post-Preconstruction Trainee Evaluation Meeting and the goal will be distributed among the work classifications based on the following criteria:

1. Determine the number of trainees on Federal Aid Contract:

a. No trainees will be required for contracts with a Contract Time allowance of less than 275 calendar days.

b. If the Contract Time allowance is 275 calendar days or more, the number of trainees shall be established in accordance with the following chart:

Estimated Contract Amount	Trainees Required
$2,000,000 or less	0
Over $2,000,000 to $4,000,000	2
Over $4,000,000 to $6,000,000	3
Over $6,000,000 to $12,000,000	5
Over $12,000,000 to $18,000,000	7
Over $18,000,000 to $24,000,000	9
Over $24,000,000 to $31,000,000	12
Over $31,000,000 to $37,000,000	13
Over $37,000,000 to $43,000,000	14
Over $43,000,000 to $49,000,000	15
Over $49,000,000 to $55,000,000	16
Over $55,000,000 to $62,000,000	17
Over $62,000,000 to $68,000,000	18
Over $68,000,000 to $74,000,000	19
Over $74,000,000 to $81,000,000	20
Over $81,000,000 to $87,000,000	21
Over $87,000,000 to $93,000,000	22
Over $93,000,000 to $99,000,000	23
Over $99,000,000 to $105,000,000	24
Over $105,000,000 to $112,000,000	25
Over $112,000,000 to $118,000,000	26
Over $118,000,000 to $124,000,000	27
Over $124,000,000 to $130,000,000	28
Over $130,000,000 to *	
*One additional trainee per $6,000,000 of estimated Construction Contract amount over $130,000,000	

Further, if the Contractor or subcontractor requests to utilize banked trainees as discussed later in this Section, a Banking Certificate will be validated at this meeting allowing credit to the Contractor for previously banked trainees. Banked credits of prime Contractors working as Subcontractors may be accepted for credit. The Contractor's Project Manager, the Construction Project Engineer and the Department's District Contract Compliance Manager will attend this meeting. Within ten days after the Post-Preconstruction Training Evaluation Meeting, the Contractor shall submit to the Department for approval an On-The-Job Training Schedule indicating the number of trainees to be trained in each selected classification and the portion of

the Contract Time during which training of each trainee is to take place. This schedule may be subject to change if any of the following occur:

1. When a start date on the approved On-The-Job Training Schedule has been missed by 14 or more days;

2. When there is a change in previously approved classifications;

3. When replacement trainees are added due to voluntary or involuntary termination

The revised schedule will be resubmitted to and approved by the Department's District Contract Compliance Manager.

The following criteria will be used in determining whether or not the Contractor has complied with this Section as it relates to the number of trainees to be trained:

1. Credit will be allowed for each trainee that is both enrolled and satisfactorily completes training on this Contract. Credit for trainees, over the established number for this Contract, will be carried in a "bank" for the Contractor and credit will be allowed for those surplus trainees in subsequent, applicable projects. A "banked" trainee is described as an employee who has been trained on a project, over and above the established goal, and for which the Contractor desires to preserve credit for utilization on a subsequent project.

2. Credit will be allowed for each trainee that has been previously enrolled in the Department's approved training program on another contract and continues training in the same job classification and completes their training on a different contract.

3. Credit will be allowed for each trainee who, due to the amount of work available in their classification, is given the greatest practical amount of training on the contract regardless of whether or not the trainee completes training.

4. Credit will be allowed for any training position indicated in the approved On-The-Job Training Schedule, if the Contractor can demonstrate that made a good faith effort to provide training in that classification was made.

5. No credit will be allowed for a trainee whose employment by the Contractor is involuntarily terminated unless the Contractor can clearly demonstrate good cause for this action.

Training and upgrading of minorities, women and economically disadvantaged persons toward journeyman status is a primary objective of this Section. Accordingly, the Contractor shall make every effort to enroll minority trainees and women (e.g., by conducting systematic and direct recruitment through public and private sources likely to yield minority and women trainees) to the extent such persons are available within a reasonable area of recruitment. If a non-minority male is enrolled into the On-The-Job Training Program, the On-The-Job Training Notification of Personnel Action Form notifying the District Contract Compliance Manager of such action shall be accompanied by a disadvantaged certification or a justification for such action acceptable to the Department's District Contract Compliance Manager. The Contractor will be given an opportunity and will be responsible for demonstrating the steps that it has taken in pursuance thereof, prior to a determination as to whether the Contractor is in compliance with this Section. This training is not intended, and shall not be used, to discriminate against any applicant for training, whether a minority, woman or disadvantaged person.

No employee shall be employed as a trainee in any classification in which they have successfully completed a training course leading to journeyman status, or have been employed as a journeyman. The Contractor may satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used, the Contractor's records should document the findings in each case.

The minimum length and type of training for each classification will be as established at the Post-Preconstruction Trainee Evaluation Meeting and approved by the Department. Graduation to journeyman status will be based upon satisfactory completion of a Proficiency Demonstration set up at the completion of training and established for the specific training classification, completion of the minimum hours in a training classification range, and the employer's satisfaction that the trainee does meet journeyman status in the classification of training. Upon reaching journeyman status, the following documentation must be forwarded to the District Contract Compliance Office:

1. Trainee Enrollment and Personnel Action Form
2. Proficiency Demonstration Verification Form indicating completion of each standard established for the classification signed by representatives of both the Contractor and the Department.

The Department and the Contractor shall establish a program that is tied to the scope of the work in the project and the length of operations providing it is reasonably calculated to meet the equal employment opportunity obligations of the Contractor and to qualify the average trainee for journeyman status in the classifications concerned, by at least, the minimum hours prescribed for a training classification. Furthermore, apprenticeship programs registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau and training programs approved but not necessarily sponsored by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training shall also be considered acceptable provided it is being administered in a manner consistent with the equal employment obligations of Federal Aid highway construction contract. Approval or acceptance of a training schedule shall be obtained from the Department prior to commencing work on the classifications covered by the program.

A voluntary On-The-Job Training Program is available to a Contractor which has been awarded a state funded project. Through this program, the Contractor will have the option to train employees on state funded projects for "banked credit" as discussed previously in this provision, to be utilized on subsequent Federal Aid Projects where training is required. Those Contractors availing themselves of this opportunity to train personnel on state funded projects and bank trainee hours for credit shall comply with all training criteria set forth in this Section for Federal Aid Projects; voluntary banking may be denied by the Department if staff is not available to monitor compliance with the training criteria.

It is the intention of these provisions that training is to be provided in the construction crafts rather than clerk-typists or secretarial type positions. Training is permissible in lower level management positions such as office engineers, estimators, etc., where the training is oriented toward construction applications. Training in the laborer classifications, except Common/General Laborer, may be permitted provided that significant and meaningful training is provided and approved by the District Contract Compliance Office.

When approved in advance by the District Contract Compliance Manager, credit will be given for training of persons in excess of the number specified herein under the current contract or a Contractor will be allowed to bank trainees who have successfully completed a training program and may apply those trainees to a training requirement in subsequent project(s) upon approval of the Department's District Contract Compliance Manager. This credit will be given even though the Contractor may receive training program funds from other sources, provided such other source do not specifically prohibit the Contractor from receiving other form of compensation. Offsite training is permissible as long as the training is an integral part of an

approved training program and does not compromise a significant part of the overall training. Credit for offsite training indicated above may only be made to the Contractor when it does one or more of the following and the trainees are concurrently employed on a Federal Aid Project:

1. Contributes to the cost of the training,
2. Provides the instruction to the trainee,
3. Pays the trainee's wages during the offsite training period.

The Contractor shall compensate the trainee at no less than the laborer rate established in the Contract at the onset of training. The compensation rate will be increased to the journeyman's wage upon graduation from the training program for the remainder of the time the trainee works in the classification in which they were trained.

The Contractor shall furnish the trainee a copy of the program they will follow in providing the training. The Contractor shall provide each trainee with a certification showing the type and length of training satisfactorily completed. The Contractor shall enroll a trainee in one training classification at a time to completion before the trainee can be enrolled in another classification on the same project.

The Contractor shall maintain records to document the actual hours each trainee is engaged in training on work being performed as a part of this Contract.

The Contractor shall submit to the District Contract Compliance Manager a copy of an On-The-Job Training Notification of Personnel Action form no later than seven days after the effective date of the action when the following actions occur: a trainee is transferred on the project, transferred from the project to continue training on another contract, completes training, is upgraded to journeyman status or voluntary terminates or is involuntary terminated from the project.

The Contractor shall furnish to the District Contract Compliance Manager a copy of a Monthly Time Report for each trainee. The Monthly Time Report for each month shall be submitted no later than the tenth day of the subsequent month. The Monthly Time Report shall indicate the phases and sub-phases of the number of hours devoted to each proficiency.

Highway or Bridge Carpenter Helper, Mechanic Helper, Rodman/Chainman, and Timekeeper classifications will not be approved for the On-The-Job Training Program.

The number of trainees may be distributed among the work classifications on the basis of the Contractor's needs and the availability of journeymen in the various classifications within a reasonable area of recruitment.

The Contractor will have fulfilled the responsibilities of this Specification when acceptable training has been provided to the trainee as specified above.

7-29 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.

FROM SECTION 8 - PROSECUTION AND PROGRESS (SUBLETTING, CONTRACT TIME EXTENSION, AND LIQUIDATED DAMAGES).

8-1 Subletting or Assigning of Contracts.

Do not, sell, transfer, assign or otherwise dispose of the Contract or Contracts or any portion thereof, or of the right, title, or interest therein, without written consent of the Department. If the Contractor chooses to sublet any portion of the Contract, the Contractor must provide a written request to sublet work on the Certification of Sublet Work form developed by the Department for this purpose. With the Engineer's acceptance of the request, the Contractor may sublet a portion of the work, but shall perform with its own organization work amounting to not less than 40% of the total Contract amount. The Certification of Sublet Work request will be deemed acceptable by the Department, for purposes of the Department's consent, unless the Engineer notifies the Contractor within 5 business days of receipt of the Certification of Sublet Work that the Department is not consenting to the requested subletting.

Include in the total Contract amount the cost of materials and manufactured component products, and their transportation to the project site. For the purpose of meeting this requirement the Department will not consider off-site commercial production of materials and manufactured component products that the Contractor purchases, or their transportation to the project, as subcontracted work.

If the Contractor sublets a part of a Contract item, the Department will use only the sublet proportional cost in determining the percentage of subcontracted normal work.

Execute all agreements to sublet work in writing and include all pertinent provisions and requirements of the Contract. All other agreements must be in writing and reference all applicable Contract provisions. Upon request, furnish the Department with a copy of the subcontract and agreement. The subletting of work does not relieve the Contractor or the surety of their respective liabilities under the Contract.

The Department recognizes a subcontractor only in the capacity of an employee or agent of the Contractor, and the Engineer may require the Contractor to remove the subcontractor as in the case of an employee.

8-3.2 Submission of Contract Schedule: Within 21 calendar days after Contract award or at the preconstruction conference, whichever is earlier, submit to the Engineer a Contract Schedule for the project. The Engineer will review and respond to the Contractor within 15 calendar days of receipt.

Provide a Contract Schedule that shows the various activities of work in sufficient detail to demonstrate a reasonable and workable plan to complete the project within the Contract Time. Show the order and interdependence of activities and the sequence for accomplishing the work. Describe all activities in sufficient detail so that the Engineer can readily identify the work and measure the progress on of each activity. Show each activity with a beginning work date, a duration, and a monetary value. Include activities for procurement fabrication, and delivery of materials, plant, and equipment, and review time for shop drawings and submittals. Include milestone activities when milestones are required by the Contract Documents. In a project with more than one phase, adequately identify each phase and its completion date, and do not allow activities to span more than one phase.

Conduct sufficient liaison and provide sufficient information to indicate coordination activities with utility owners that have facilities within the limits of construction have been resolved. Incorporate in the Contract Schedule any utility work schedules included in

the Contract Documents unless the utility company and the Department mutually agree to changes to the utility schedules shown in the Contract.

Submit a working plan with the Contract Schedule, consisting of a concise written description of the construction plan.

The Engineer will return inadequate Contract Schedules to the Contractor for corrections. Resubmit a corrected schedule within 15 calendar days from the date of the Engineer's return transmittal.

Submit an updated Contract Schedule, for Engineer's acceptance, if there is a significant change in the planned order or duration of an activity. The Engineer will review the corrected schedule and respond within 7 calendar days of receipt.

By acceptance of the Contract Schedule, the Engineer does not endorse or otherwise certify the validity or accuracy of the activity durations or sequencing of activities. The Engineer will use the accepted schedule as the baseline against which to measure the progress.

If the Contractor fails to finalize either the initial or a revised Contract Schedule in the time specified, the Engineer may withhold all Contract payments until the Engineer accepts the schedule.

The Contract Schedule may indicate a completion date in advance of the expiration of Contract Time. However, the Department will not be liable in any way for the Contractor's failure to complete the project prior to expiration of Contract Time. Any additional costs, including extended overhead incurred between the Contractor's scheduled completion date and the expiration of Contract Time, shall be the responsibility of the Contractor. The Contractor shall not be entitled to claim or recover any such costs from the Department.

8-7.3 Adjusting Contract Time:

8-7.3.1 Increased Work: The Department may grant an extension of Contract Time when it increases the Contract amount due to overruns in original Contract items, adds new work items, or provides for unforeseen work. The Department will base the consideration for granting an extension of Contract Time on the extent that the time normally required to complete the additional designated work delays the Contract completion schedule.

8-7.3.2 Contract Time Extensions: The Department may grant an extension of Contract Time when a controlling item of work is delayed by factors not reasonably anticipated or foreseeable at the time of bid. The Department may allow such extension of time only for delays occurring during the Contract Time period or authorized extensions of the Contract Time period. When failure by the Department to fulfill an obligation under the Contract results in delays to the controlling items of work, the Department will consider such delays as a basis for granting a time extension to the Contract.

Whenever the Engineer suspends the Contractor's operations, as provided in 8-6, for reasons other than the fault of the Contractor, the Engineer will grant a time extension for any delay to a controlling item of work due to such suspension. The Department will not grant time extensions to the Contract for delays due to the fault or negligence of the Contractor.

The Department does not include an allowance for delays caused by the effects of inclement weather or suspension of Contractor's operations in establishing Contract Time. The Engineer will continually monitor the effects of weather and, when found justified, grant time extensions on either a bimonthly or monthly basis. The Engineer will not require the Contractor to submit a request for additional time due to the effects of weather.

The Department will grant time extensions, on a day for day basis, for delays caused by the effects of rains or other inclement weather conditions, related adverse soil conditions or suspension of operations 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.

When the Department grants a time extension due to rains or other inclement weather, the Contractor shall submit any objection to the additional time in writing within ten calendar days from receipt of written notice from the Engineer. Failure to submit a written appeal within ten calendar days from receipt of the written notice shall constitute a waiver of any and all rights to appeal the Department's decision at a later time.

No additional compensation will be made for delays caused by the effects of inclement weather.

The Department will consider the delays in delivery of materials or component equipment that affect progress on a controlling item of work as a basis for granting a time extension if such delays are beyond the control of the Contractor or supplier. Such delays may include an area-wide shortage, an industry-wide strike, or a natural disaster that affects all feasible sources of supply. In such cases, the Contractor shall furnish substantiating letters from a representative number of manufacturers of such materials or equipment clearly confirming that the delays in delivery were the result of an area-wide shortage, an industry-wide strike, etc. No additional compensation will be made for delays caused by delivery of materials or component equipment.

The Department will not consider requests for time extension due to delay in the delivery of custom manufactured equipment such as traffic signal equipment, highway lighting equipment, etc., unless the Contractor furnishes documentation that he placed the order for such equipment in a timely manner, the delay was caused by factors beyond the manufacturer's control, and the lack of such equipment caused a delay in progress on a controlling item of work. No additional compensation will be paid for delays caused by delivery of custom manufactured equipment.

The Department will consider the affect of utility relocation and adjustment work on job progress as the basis for granting a time extension only if all the following criteria are met:

1. Delays are the result of either utility work that was not detailed in the Plans, or utility work that was detailed in the Plans but was not accomplished in reasonably close accordance with the schedule included in the Contract Documents.

2. Utility work actually affected progress toward completion of controlling work items.

3. The Contractor took all reasonable measures to minimize the effect of utility work on job progress, including cooperative scheduling of the Contractor's operations with the scheduled utility work at the preconstruction conference and providing adequate advance notification to utility companies as to the dates to coordinate their operations with the Contractor's operations to avoid delays.

The Department will consider requests for time extension due to delay in work operations within the limits of the railroad right-of-way, the adjoining 15 feet, or determined by the Railroad or Department to be able to potentially foul the tracks regardless of distance from railroad right-of-way on job progress as the basis for granting a time extension only if all the following criteria are met:

1. Delays are due to a lack of availability of Railroad protective services as required by 7-11.4.

2. Work within the limits of the railroad right-of-way or the adjoining 15 feet actually impacted progress toward completion of controlling work items.

3. The Contractor took all reasonable measures to minimize the effect of work operations within the limits of the railroad right-of-way or the adjoining 15 feet on job progress, including compliance with all provisions of 7-11.4 and 5-12, and cooperative scheduling of the Contractor's operations.

As a condition precedent to an extension of Contract Time the Contractor must submit to the Engineer:

A preliminary request for an extension of Contract Time must be made in writing to the Engineer within ten calendar days after the commencement of a delay to a controlling item of work. If the Contractor fails to submit this required preliminary request for an extension of Contract Time, the Contractor fully, completely, absolutely and irrevocably waives any entitlement to an extension of Contract Time for that delay. In the case of a continuing delay only a single preliminary request for an extension of Contract Time will be required. Each such preliminary request for an extension of Contract Time shall include as a minimum the commencement date of the delay, the cause of the delay, and the controlling item of work affected by the delay.

Furthermore, the Contractor must submit to the Engineer a request for a Contract Time extension in writing within 30 days after the elimination of the delay to the controlling item of work identified in the preliminary request for an extension of Contract Time. Each request for a Contract Time extension shall include as a minimum all documentation that the Contractor wishes the Department to consider related to the delay, and the exact number of days requested to be added to Contract Time. If the Contractor contends that the delay is compensable, then the Contractor shall also be required to submit with the request for a Contract Time extension a detailed cost analysis of the requested additional compensation. If the Contractor fails to submit this required request for a Contract Time extension, with or without a detailed cost analysis, depriving the Engineer of the timely opportunity to verify the delay and the costs of the delay, the Contractor waives any entitlement to an extension of Contract Time or additional compensation for the delay.

Upon timely receipt of the preliminary request of Contract Time from the Contractor, the Engineer will investigate the conditions, and if it is determined that a controlling item of work is being delayed for reasons beyond the control of the Contractor the Engineer will take appropriate action to mitigate the delay and the costs of the delay. Upon timely receipt of the request for a Contract Time extension the Engineer will further investigate the conditions, and if it is determined that there was an increase in the time or the cost of performance of the controlling item of work beyond the control of the Contractor, then an adjustment of Contract Time will be made, and a monetary adjustment will be made, excluding loss of anticipated profits, and the Contract will be modified in writing accordingly.

The existence of an accepted schedule, including any required update(s), is a condition precedent to the Contractor having any right to the granting of an extension of Contract Time or any monetary compensation arising out of any delay. Contractor failure to have an accepted schedule, including any required update(s), for the period of potential impact, or in the event the currently accepted schedule and applicable updates do not accurately reflect the actual status of the project or fail to accurately show the true controlling or non-controlling work activities for the period of potential impact, will result in any entitlement determination as to time or money for such period of potential impact being limited solely to the Department's analysis and identification of the actual controlling or non-controlling work activities. Further, in such instances, the Department's determination as to entitlement as to either time or compensability will be final, unless the Contractor can prove by clear and convincing evidence to a Disputes Review Board that the Department's determination was without any reasonable factual basis.

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

8-10.2 Amount of Liquidated Damages: Applicable liquidated damages are the amounts established in the following schedule:

Original Contract Amount	Daily Charge Per Calendar Day
$299,999 and under	$904
$300,000 but less than $2,000,000	$1,685
$2,000,000 but less than $5,000,000	$2,667
$5,000,000 but less than $10,000,000	$3,813
$10,000,000 but less than $20,000,000	$5,021
$20,000,000 but less than $40,000,000	$7,442
$40,000,000 and over	$10,224 plus 0.00005 of any amount over $40 million (Round to nearest whole dollar)

The Engineer may approve adjustments to the liquidated damages amounts in accordance with the Construction Project Administration Manual (CPAM) provided all contract work is complete.

FROM SECTION 9 - MEASUREMENT AND PAYMENT (PARTIAL PAYMENTS).

9-5 Partial Payments.

9-5.1 General: The Engineer will make partial payments on monthly estimates based on the amount of work that the Contractor completes during the month (including delivery of certain materials, as specified herein below). The Engineer will make approximate monthly payments, and the Department will correct all partial estimates and payments in the subsequent estimates and in the final estimate and payment.

The Department will base the amount of such payments on the total value of the work that the Contractor has performed to the date of the estimate, based on the quantities completed and the Contract prices, less payments previously made and less any retainage withheld.

Contract amount is defined as the original Contract amount adjusted by approved supplemental agreements.

Retainage will be determined for each job on multiple job Contracts. The Department will not accept Securities, Certificates of Deposit or letters of credit as a replacement for retainage. **9-5.2 Unsatisfactory Payment Record:** In accordance with Sections 255.05 and 337.16 of the Florida Statutes, and the rules of the Department, the Department may disqualify the Contractor from bidding on future Department contracts if the Contractor's payment record in connection with contract work becomes unsatisfactory.

9-5.3 Withholding Payment:

9-5.3.1 Withholding Payment for Defective Work: If the Department discovers any defective work or material prior to the final acceptance, or if the Department has a reasonable doubt as to the integrity of any part of the completed work prior to final acceptance, then the Department will not allow payment for such defective or questioned work until the Contractor has remedied the defect and removed any causes of doubt.

9-5.3.2 Withholding Payment for Failure to Comply: The Department will withhold progress payments from the Contractor if he fails to comply with any or all of the following within 60 days after beginning work:

1. comply with and submit required paperwork relating to prevailing wage rate provisions, Equal Employment Opportunity, On-The-Job Training, and Affirmative Action;

2. comply with the requirement to all necessary information, including actual payments to DBEs, all other subcontractors and major suppliers, through the Internet based Equal Opportunity Reporting System;

3. comply with or make a good faith effort to ensure employment opportunity for minorities and females in accordance with the required contract provisions for Federal Aid Construction Contracts, and

4. comply with or make a good faith effort to meet On-The-Job Training goals.

The Department will withhold progress payments until the Contractor has satisfied the above conditions.

9-5.5 Partial Payments for Delivery of Certain Materials:

9-5.5.1 General: The Department will allow partial payments for new materials that will be permanently incorporated into the project and are stockpiled in approved locations in the project vicinity. Stockpile materials so that they will not be damaged by the elements and in a manner that identifies the project on which they are to be used.

The following conditions apply to all payments for stockpiled materials:

1. There must be reasonable assurance that the stockpiled material will be incorporated into the specific project on which partial payment is made.

2. The stockpiled material must be approved as meeting applicable specifications.

3. The total quantity for which partial payment is made shall not exceed the estimated total quantity required to complete the project.

4. The Contractor shall furnish the Engineer with copies of certified invoices to document the value of the materials received. The amount of the partial payment will be determined from invoices for the material up to the unit price in the Contract.

5. Delivery charges for materials delivered to the jobsite will be included in partial payments if properly documented.

6. Partial payments will not be made for materials which were stockpiled prior to award of the Contract for a project.

9-5.5.2 Partial Payment Amounts: The following partial payment restrictions apply:

1. Partial payments less than $5,000 for any one month will not be processed.

2. Partial payments for structural steel, ITS and signal components, and precast prestressed items will not exceed 85% of the bid price for the item. Partial payments for all other items will not exceed 75% of the bid price of the item in which the material is to be used.

3. Partial payment will not be made for aggregate and base course material received after paving or base construction operations begin except when a construction sequence designated by the Department requires suspension of paving and base construction after the initial paving operations, partial payments will be reinstated until the paving and base construction resumes.

9-5.5.3 Off Site Storage: If the conditions of 9-5.5.1 are satisfied, partial payments will be allowed for materials stockpiled in approved in-state locations. Additionally, partial payments for materials stockpiled in approved out-of-state locations will be allowed if the conditions of 9-5.5.1 and the following conditions are met:

1. Furnish the Department a Materials Bond stating the supplier guarantees to furnish the material described in the Contract to the Contractor and Department. Under this bond, the Obligor shall be the material supplier and the Obligees shall be the Contractor and the Florida Department of Transportation. The bond shall be in the full dollar amount of the bid price for the materials described in the contract.

2. The following clauses must be added to the construction Contract between the Contractor and the supplier of the stockpiled materials:

"Notwithstanding anything to the contrary, <supplier> will be liable to the Contractor and the Florida Department of Transportation should <supplier> default in the performance of this agreement."

"Notwithstanding anything to the contrary, this agreement, and the performance bond issued pursuant to this agreement, does not alter, modify, or otherwise change the Contractor's obligation to furnish the materials described in this agreement to the Florida Department of Transportation."

3. The agreement between the Contractor and the supplier of the stockpiled materials must include provisions that the supplier will store the materials and that such materials are the property of the Contractor.

9-5.6 Certification of Payment to Subcontractors: The term "subcontractor," as used herein, includes persons or firms furnishing materials or equipment incorporated into the work or stockpiled for which the Department has made partial payment and firms working under equipment-rental agreements. The Contractor is required to pay all subcontractors for satisfactory performance of their Contracts before the Department will make a further progress (partial) payment. The Contractor shall also return all retainage withheld to the subcontractors within 30 days after the subcontractor's work is satisfactorily complete, as determined by the Department. Prior to receipt of any progress (partial) payment, the prime contractor shall certify that all subcontractors having an interest in the Contract were paid for satisfactory performance of their Contracts and that the retainage is returned to subcontractors within 30 days after satisfactory completion of the subcontractor's work. Provide this certification in the form designated by the Department.

Within 30 days of the Contractor's receipt of the final progress payment or any other payments thereafter, except the final payment, the Contractor shall pay all subcontractors and suppliers having an interest in the Contract for all work completed and materials furnished. The Department will honor an exception to the above when the Contractor demonstrates good cause for not making any required payment and furnishes written notification of any such good cause to both the Department and the affected subcontractors or suppliers within said 30 day period.

The Contractor shall indemnify and provide defense for the Department when called upon to do so for all claims or suits against the Department, by third parties, pertaining to Contractor payment or performance issues arising out of the Contract. It is expressly understood that the monetary limitation on the extent of the indemnification shall be the approved Contract amount, which shall be the original Contract amount as may be increased by subsequent Supplemental Agreements.

120 EARTHWORK AND RELATED OPERATIONS FOR LAP (CLASS - D). (REV 3-2-22) (FA 7-13-21) (FY 2024-25)

SECTION 120 is deleted and the following substituted:

SECTION 120
EARTHWORK AND RELATED OPERATIONS FOR LAP (CLASS - D)

120-1 Description.

120-1.1 General: Perform earthwork and related operations based on the type of work specified in the Contract and the Earthwork Categories as defined below. Meet the applicable requirements for materials, equipment and construction as specified.

Earthwork and related operations consist of excavation for the construction of the roadway, excavation for structures and pipe, constructing backfill around structures and pipe, and constructing embankments as required for the roadway, ditches, and channel changes.

120-1.2 Earthwork Categories: Performance of Earthwork Operations will fall into one of the following Earthwork Categories:

120-1.2.1 Earthwork Category 1: Includes the earthwork and related operations associated with the construction of sidewalks and bike paths along with any drainage structures associated with these facilities.

120-1.2.2 Earthwork Category 2: Includes the earthwork and related operations associated with the construction of turn lanes and other non-mainline traffic lanes, widening, roadway shoulders, concrete box culverts, retaining walls, and other drainage structures on the non-mainline pavement.

120-1.2.3 Earthwork Category 3: Includes the earthwork and related operations associated with the construction of new mainline pavement, along with concrete box culverts, retaining walls, and other drainage structures on the mainline pavement.

120-1.3 Unidentified Areas of Contamination: When encountering or exposing any abnormal condition indicating the presence of contaminated materials, cease operations immediately in the vicinity and notify the Engineer. The presence of tanks or barrels; discolored earth, metal, wood, ground water, etc.; visible fumes; abnormal odors; excessively hot earth;

smoke; or other conditions that appear abnormal may indicate the presence of contaminated materials and must be treated with extreme caution.

Make every effort to minimize the spread of contamination into uncontaminated areas. Immediately provide for the health and safety of all workers at the job site and make provisions necessary for the health and safety of the public that may be exposed to any potentially hazardous conditions. Ensure provisions adhere to all applicable laws, rules or regulations covering potentially hazardous conditions and will be in a manner commensurate with the gravity of the conditions.

The Engineer will notify the Department of a contamination assessment/remediation process plan to determine the course of action necessary for site security and the steps necessary under applicable laws, rules, and regulations for additional assessment and/or remediation work to resolve the contamination issue.

120-2 Classifications of Excavation.

120-2.1 General: The Engineer may classify excavation specified under this Section for payment as any of the following: regular excavation, subsoil excavation, lateral ditch excavation, and channel excavation.

The definition of existing surface is a combination of the following:

1. The original unpaved ground line;
2. The bottom of the existing pavement;
3. The bottom of existing features removed by clearing and grubbing;
4. The bottom of the existing base, if the base is to be removed.

The definition of finished graded surface includes the completed grades of side slopes, unpaved shoulders, and the bottom of the base for flexible or rigid pavement.

120-2.2 Regular Excavation: Regular excavation includes roadway excavation and borrow excavation, as defined below for each.

: Roadway excavation consists of the excavation and the utilization or disposal of all materials necessary for the construction of the roadway,
ditches, channel changes, etc., except as may be specifically shown to be paid for separately and that portion of the lateral ditches within the limits of the roadway right-of-way as shown in the Plans.

Borrow excavation consists of the excavation and utilization of material from authorized borrow pits, including only material that is suitable for the construction of roadway embankments or of other embankments covered by the Contract.

A Cost Savings Initiative Proposal (CSIP) submittal based on using borrow material from within the project limits will not be considered.

120-2.3 Subsoil Excavation: Subsoil excavation consists of the excavation and disposal of muck, clay, rock, or any other material that is unsuitable in its original position and that is excavated below the existing surface. For pond and ditches that identify the placement of a blanket material, the existing surface is the bottom of the blanket material. Subsoil excavation also consists of the excavation of all suitable material within the above limits as necessary to excavate the unsuitable material. Consider the limits of subsoil excavation indicated in the Plans as being particularly variable, in accordance with the field conditions encountered.

The quantity of material required to replace the excavated material and to raise the elevation of the roadway to the bottom of the template will be paid for under embankment or borrow excavation (Truck Measure).

120-2.4 Lateral Ditch Excavation: Lateral ditch excavation consists of all excavation of inlet and outlet ditches to structures and roadway, and ditches parallel to the roadway right-of-way. Dress lateral ditches to the grade and finished graded surface shown in the Plans.

120-2.5 Channel Excavation: Channel excavation consists of the excavation of channels of streams and satisfactory disposal of all materials from the limits of the channel as shown in the Plans.

120-2.6 Excavation for Structures and Pipe: Excavation for structures consists of the excavation for bridge foundations, box culverts, pipe culverts, storm sewers and all other pipelines, retaining walls, headwalls for pipe culverts and drains, catch basins, drop inlets, manholes, and similar structures.

120-3 Preliminary Soils Investigations.

When the Plans contain the results of a soil survey, do not assume such data is a guarantee of the depth, extent, or character of material present.

120-4 Excavation Requirements.

120-4.1 Removal of Unsuitable Materials and Existing Roads

120-4.1.1 Subsoil Excavation: Where rock, muck, clay, or other material within the limits of the roadway is unsuitable in its original position, excavate such material to the depth shown in the Plans as the removal limits or as indicated by the Engineer, and backfill with suitable material. Where the removal of plastic soils is required, meet a construction tolerance of ±0.2 foot in depth and ±6 inches (each side) in width.

120-4.1.2 Construction over Existing Old Road: Where a new roadway is to be constructed over an old one, completely remove the existing pavement for the entire limits of the width and depth. If the Plans provide that paving materials may be incorporated into the fill, distribute such material in a manner so as not to create voids. Recompact the old road meeting the requirements of 120-10.2.

120-4.2 Lateral Ditch Excavation: Excavate inlet and outlet ditches to structures and roadway, changes in channels of streams and ditches parallel to the roadway. Dress lateral ditches to the grade and finished graded surface shown in the Plans.

120-4.3 Channel Excavation: Excavate and dispose of all materials from the limits of the channel as shown in the Plans. Excavate for bridge foundations, box culverts, pipe culverts, storm sewers and all other pipelines, retaining walls, headwalls for pipe culverts and drains, catch basins, drop inlets, manholes, and similar structures.

120-4.4 Excavation for Structures and Pipe.

120-4.4.1 Requirements for all Excavation: Perform all excavation to foundation materials, satisfactory to the Engineer, regardless of the elevation shown in the Plans. Remove rock, boulders or other hard lumpy or unyielding material to a depth of 12 inches below the bottom of pipes and box culverts elevations. Remove muck or other soft material to the depth indicated in the Plans or as directed by the Engineer.

120-4.4.2 Earth Excavation:

120-4.4.2.1 Foundation Material other than the Rock: When masonry is to rest on an excavated surface other than rock, take special care to avoid disturbing the bottom of the excavation, and do not remove the final foundation material to grade until just before placing the masonry. In case the foundation material is soft or mucky, the Engineer may require excavation to a greater depth and to backfill to grade with approved material.

120-4.4.2.2 Foundation Piles: Where foundation piles are used, complete the excavation of each pit before driving the piles. After the driving is completed, remove all loose and displaced material, leaving a smooth, solid, and level bed to receive the masonry.

120-4.4.2.3 Removal of Obstructions: Remove boulders, logs, or any unforeseen obstacles encountered in excavating.

120-4.4.3 Rock Excavation: Clean all rock and other hard foundation material, remove all loose material, and cut all rock to a firm surface. Either level, step vertically and horizontally, or serrate the rock, as may be directed by the Engineer. Clean out all seams and fill them with concrete or mortar.

120-4.4.4 Pipe Trench Excavation: Excavate trenches for pipes to the elevation of the bottom of the pipe and to a width sufficient to provide adequate working room. Remove soil not meeting the classification specified as suitable backfill material in 120-8.3.2.2 to a depth of 4 inches below the bottom of the pipe elevation. Remove rock, boulders or other hard lumpy or unyielding material to a depth of 12 inches below the bottom of the pipe elevation. Remove muck or other soft material to a depth necessary to establish a firm foundation. Where the soils permit, ensure that the trench sides are vertical up to at least the mid-point of the pipe.

For pipelines placed above the natural ground line, place and compact the embankment, prior to excavation of the trench, to an elevation at least 2 feet above the top of the pipe and to a width equal to four pipe diameters, and then excavate the trench to the required grade.

For pipe trenches utilizing trench boxes, ensure that the trench box used is of sufficient width to permit thorough tamping of bedding material under and around the pipes as specified in 125-8.1.6.

Do not disturb the installed pipe and its embedment when moving trench boxes. Move the trench box carefully to avoid excavated wall displacement or damage. As the trench box is moved, fill any voids left by the trench box and continuously place and compact the backfill material adjacent to and all along the side of the trench box walls to fill any voids created by the trench box.

120-5 Disposal of Surplus and Unsuitable Material.

120-5.1 Ownership of Excavated Materials: Take ownership of the materials and dispose them outside the right-of-way.

120-5.2 Placement of Muck on Side Slopes: As an exception to the provisions of 120-5.1, the Contractor may store muck (A-8 material) alongside the roadway, provided there is a clear distance of at least 6 feet between the roadway grading limits and the muck Do not store such material in a manner which will impede the inflow or outfall of any channel or side ditches. All stored materials that is not used for the final surface material must be disposed of outside the right-of-way.

120-5.3 Disposal of Paving Materials: Unless otherwise noted, take ownership of paving materials, such as paving brick, asphalt block, concrete slab, sidewalk, curb and gutter, etc., excavated in the removal of existing pavements, and dispose of them outside the right-of-way. Existing limerock base that is removed may be incorporated in the stabilized portion of the subgrade. If the construction sequence will allow, incorporate all existing limerock base into the project as allowed by the Contract Documents.

120-5.4 Disposal Areas: Where the Contract Documents require disposal of excavated materials outside the right-of-way, and the disposal area is not indicated in the Contract Documents, furnish the disposal area without additional compensation.

Provide areas for disposal of removed paving materials out of sight of the project and at least 300 feet from the nearest roadway right-of-way line of any road. If the materials are buried, disregard the 300-foot limitation.

120-6 Materials for Embankment.

120-6.1 General Requirements for Embankment Materials: Construct embankments using suitable materials excavated from the roadway or delivered to the jobsite from authorized borrow pits. Embankment material shall not contain muck, stumps, roots, brush, vegetable matter, rubbish, reinforcement bar or other material that does not compact into a suitable and enduring roadbed.

Remove all waste material designated as undesirable. Use material in embankment construction in accordance with Plan details or as the Engineer directs.

Construct the embankment using maximum particle sizes as follows:

1. In top 12 inches: 3-1/2 inches (in any dimension).
2. 12 to 24 inches: 6 inches (in any dimension).
3. In the depth below 24 inches: not to exceed 12 inches (in any dimension) or the compacted thickness of the layer being placed, whichever is less.

Spread all material so that the larger particles are separated from each other to minimize voids between them during compaction. Compact around these rocks in accordance with 120-9.2.

When and where approved by the Engineer, larger rocks (not to exceed 18 inches in any dimension) may be placed outside the 1:2 slope and at least 4 feet or more below the bottom of the base. Compact around these rocks to a firmness equal to that of the supporting soil. Where constructing embankments adjacent to bridge end bents or abutments, do not place rock larger than 3-½ inches in diameter within 3 feet of the location of any end-bent piling.

120-6.2 Use of Materials Excavated from the Roadway and Appurtenances: Assume responsibility for determining the suitability of excavated material for use on the project in accordance with the applicable Contract Documents. Consider the sequence of work and maintenance of traffic phasing in the determination of the availability of this material.

120-6.3 Authorization for Use of Borrow: Use borrow pit only when sufficient quantities of suitable material are not available from roadway and drainage excavation, to properly construct the embankment, subgrade, and shoulders, and to complete the backfilling of structures and pipe. Do not use borrow material until so ordered by the Engineer, and then only use material from approved borrow pits.

120-6.3.1 Haul Routes for Borrow Pits: Provide and maintain, at no expense to the Agency, all necessary roads for hauling the borrow material. Where borrow area haul roads or trails are used by others, do not cause such roads or trails to deteriorate in condition.

Arrange for the use of all non-public haul routes crossing the property of any railroad. Incur any expense for the use of such haul routes. Establish haul routes which will direct construction vehicles away from developed areas when feasible and keep noise from hauling operations to a minimum. Advise the Engineer in writing of all proposed haul routes.

120-6.3.2 Borrow Material for Shoulder Build-up: When so indicated in the Plans, furnish borrow material with a specific minimum bearing value, for building up of

existing shoulders. Blend materials as necessary to achieve this specified minimum bearing value prior to placing the materials on the shoulders. Take samples of this borrow material at the pit or blended stockpile. Include all costs of providing a material with the required bearing value in the Contract unit price for borrow material.

120-6.4 Materials Used at Pipes, Culverts, etc.: Construct embankments over and around pipes, culverts, and bridge foundations with selected materials.

120-7 Embankment Construction.

120-7.1 General: Construct embankments in sections of not less than 300 feet in length or for the full length of the embankment. Do not construct another LOT over an untested LOT without the Engineer's approval in writing.

For construction of mainline pavement lanes, turn lanes, ramps, parking lots, concrete box culverts and retaining wall systems, a LOT is defined as a single lift of finished embankment not to exceed 500 feet.

For construction of shoulder-only areas, shared use paths, and sidewalks areas, a LOT is defined as a single lift of finished embankment not to exceed 2000 feet.

Isolated compaction operations will be considered as separate LOTs. For multiple phase construction, a LOT shall not extend beyond the limits of the phase.

120-7.2 Dry Fill Method:

120-7.2.1 General: Construct embankments to meet compaction requirements in 120-7 and in accordance with the acceptance program requirements in 120-10.

Construct embankment in the dry whenever normal dewatering equipment and methods can accomplish the needed dewatering.

120-7.2.1.1 Maximum Compacted Lift Thickness Requirements: Construct the embankment in successive layers with lifts up to a maximum listed in the table below based on the embankment material classification group.

Table 120-1

Group	AASHTO Soil Class	Maximum Lift Thickness	Thick Lift Control Test Section Requirements
1	A-3	12 inches	Not Needed
	A-2-4 (No. 200 Sieve ≤ 15%)		
2	A-1	6 inches without Control Test Section	Maximum of 12 inches per 120-7.2.1.2
	A-2-4 (No. 200 Sieve > 15%)		
	A-2-5, A-2-6, A-2-7, A-4, A-5, A-6		
	A-7 (Liquid Limit < 50)		

120-7.2.1.2 Thick Lift Requirements: For embankment materials classified as Group 2 in Table 120-1 above, the option to perform thick lift construction in successive layers of not more than 12 inches compacted thickness may be used after meeting the following requirements:

1. Demonstrate the possession and control of compacting equipment sufficient to achieve density required by 120-10.5 for the full depth of a thicker lift.
2. Construct a test section of the length of one full LOT of not less than 500 feet.

3. Perform five tests at random locations within the test section.

a. All five tests must meet the density required by 120-10.5.

b. Identify the test section with the compaction effort and soil classification in the project's records.

4. Obtain Engineer's approval for the compaction effort after completing a successful test section.

In case of a change in compaction effort or soil classification, failing density test, construct a new test section. The Contractor may elect to place material in 6 inches compacted thickness at any time. Construct all layers approximately parallel to the centerline profile of the road.

The Engineer reserves the right to terminate the Contractor's use of thick lift construction. Whenever the Engineer determines that the Contractor is not achieving satisfactory results, revert to the 6-inch compacted lifts.

120-7.2.1.3 Equipment and Methods: Provide normal dewatering equipment including, but not limited to, surface pumps, sump pumps and trenching/digging machinery. Provide normal dewatering methods including, but not limited to, constructing shallow surface drainage trenches/ditches, using sand blankets, sumps, and siphons.

When normal dewatering does not adequately remove the water, the Engineer may require the embankment material to be placed in the water or in low swampy ground in accordance with 120-9.2.4.

120-7.2.2 Placing in Unstable Areas: When depositing the material in water, or in low swampy ground that will not support the weight of hauling equipment, construct the embankment by dumping successive loads in a uniformly distributed layer of a thickness not greater than necessary to support the hauling equipment while placing subsequent layers. Once sufficient material has been placed so that the hauling equipment can be supported, construct the remaining portion of the embankment in layers in accordance with the applicable provisions of 120-9.2.3 and 120-9.2.6.

120-7.2.3 Placing on Steep Slopes: When constructing an embankment on a hillside sloping more than 20 degrees from the horizontal, before starting the fill, deeply plow or cut into steps the surface of the original ground on which the embankment is to be placed.

120-7.2.4 Placing Outside Standard Minimum Slope: The standard minimum slope is defined as the plane described by a one (vertical) to two (horizontal) slope downward from the roadway shoulder point or the gutter line, in accordance with Standard Plans, Index 120-001 and 120-002. Where material that is unsuitable for normal embankment construction is to be used in the embankment outside the standard minimum slope, place such material in layers of not more than 18 inches in thickness, measured loose. The Contractor may also place material, which is suitable for normal embankment, outside such standard minimum slope in 18-inch layers. Maintain a constant thickness for suitable material placed within and outside the standard minimum slope, unless placing in a separate operation.

120-7.3 Hydraulic Method:

120-7.3.1 Method of Placing: When the hydraulic method is used, as far as practicable, place all dredged material in its final position in the embankment by such method. Place and compact any dredged material that is reworked or moved and placed in its final position by any other method, as specified in 120-9.2. Baffles or any other form of construction may be used if the slopes of the embankments are not steeper than indicated in the Plans. Remove all timber used for temporary bulkheads or baffles from the embankment and fill and

thoroughly compact all voids. When placing fill on submerged land, construct dikes prior to beginning of dredging, and maintain the dikes throughout the dredging operation.

120-7.3.2 Excess Material: Do not use excess material placed outside the prescribed slopes, below the normal high-water level, to raise the fill. Remove only the portion of this material required for dressing the slopes.

120-7.3.3 Protection of Openings in Embankment: Maintain openings in the embankments at the bridge sites. Remove any material which invades these openings or existing channels without additional compensation to provide the same depth of channel as existed before the construction of the embankment. Do not excavate or dredge any material within 200 feet of the toe of the proposed embankment.

120-8 Backfilling Around Structures and Pipe.

120-8.1 Requirements for Structures and Pipes:

120-8-1.1 General: Backfill around structures and pipe in the dry whenever normal dewatering equipment and methods can accomplish the needed dewatering. A LOT is defined as one lift of backfill material placement, not to exceed 500 feet in length or a single run of pipe connecting two successive structures, whichever is less. Backfill for structures and pipe compacted in one operation will be considered as one LOT within the cover zone. Backfill around structures compacted separately from the pipe will be considered as separate LOTs. Backfill on each side of the pipe for the first lift will be considered a separate LOT. Backfill on opposite sides of the pipe for the remaining lifts will be considered separate LOTs, unless the same compaction effort is applied. Same compaction effort is defined as the same type of equipment (make and model) making the same number of passes on both sides of the pipe. For multiple phases of backfill, a LOT shall not extend beyond the limits of the phase.

When placing backfill within a trench box, each lift of backfill is considered a LOT. Placement of backfill within a trench box limits will be considered a complete operation before trench box is moved for next backfill operation. When the trench box is moved for next backfill operation this will start new LOTs for each lift. Follow the density testing frequency in 125-9.3.1.

129-8.1.2 Equipment and Methods: Provide normal dewatering equipment including, but not limited to, surface pumps, sump pumps, wellpoints and header pipe and trenching/digging machinery. Provide normal dewatering methods including, but not limited to, constructing shallow surface drainage trenches/ditches, using sand blankets, perforated pipe drains, sumps, and siphons.

120-8.1.3 Backfill Materials: Backfill to the original ground surface or subgrade surface of openings made for structures, with a sufficient allowance for settlement. The Engineer may require that the material used for this backfill be obtained from a source entirely apart from the structure.

Do not allow heavy construction equipment to cross over culvert or storm sewer pipes until placing and compacting backfill material to the finished earthwork grade or to an elevation at least 4 feet above the crown of the pipe.

120-8.1.4 Use of A-7 Material: In the backfilling of trenches, A-7 material may be used from a point 12 inches above the top of the pipe up to the elevation shown in the Standard Plans as the elevation for undercutting of A-7 material.

120-8.1.5 Time of Placing Backfill: Do not place backfill against any masonry or concrete abutment, wingwall, or culvert until the Engineer has given permission to do so, and in

no case until the masonry or concrete has been in place seven days or until the specified 28-day compressive strength occurs.

120-8.1.6 Placement and Compaction: Place the material in horizontal layers not exceeding 6 inches compacted thickness in depth above water level, behind abutments, wingwalls and end bents or end rest piers, under the haunches of the pipes, around box culverts, and all structures including pipe culverts. When the backfill material is deposited in water, compact as specified in 125-8.2.5 and 125-8.3.4.

120-8.1.6.1 Thick Lift Requirements: The Contractor may elect to place material in thicker lifts of no more than 12 inches compacted thickness above the Soil Envelope if the embankment material is classified as Group 1 in the table below. If the embankment material is classified as Group 2 in the table below and the Contractor chooses to place material in thicker lifts of no more than 12 inches compacted thickness above the soil envelope, then the Contractor must demonstrate with a successful test section that density can be achieved. Thick lift around structures is only allowed above the soil envelope of the connecting pipe. Notify the Engineer in writing prior to beginning construction of a test section. Construct a test section of the length of one LOT. Perform five quality control tests at random locations within the test section. All five tests must meet the density required by 120-9.2. Identify the test section with the compaction effort and soil classification in the project's records. In case of a change in compaction effort or soil classification, construct a new test section. When a test fails the requirements of 120-9.2, construct a new test section. The Contractor may elect to place material in 6 inches compacted thickness at any time.

Table 120-2

Group	AASHTO Soil Class	Maximum Lift Thickness		Thick Lift Control Test Section Requirements	
		Within Cover Zone	Above Soil Envelope	Within Cover Zone	Above Soil Envelope
1	A-3 A-2-4 (No. 200 Sieve ≤ 15%)	6 inches	12 inches	N/A	Not Needed
2	A-1 A-2-4 (No. 200 Sieve > 15%) A-2-5, A-2-6, A-2-7, A-4, A-5, A-6 A-7 (Liquid Limit < 50)	6 inches without control test section		N/A	Maximum of 12 inches per 120-7.2.1.2

120-8.2 Additional Requirements for Structures Other than Pipe:

120-8.2.1 Density: Where the backfill material is deposited in water, obtain a 12 inch layer of comparatively dry material, thoroughly compacted by tamping, before the Engineer verifies layer and density requirements. Meet the requirements of the density Acceptance Criteria.

120-8.2.2 Box Culverts: For box culverts over which pavement is to be constructed, compact around the structure to an elevation not less than 12 inches above the top of the structure, using rapid-striking mechanical tampers.

120-8.2.3 Other Limited Areas: Compact in other limited areas using mechanical tampers or approved hand tampers, until the cover over the structure is at least 12 inches thick. When hand tampers are used, deposit the materials in layers not more than 4 inches thick using hand tampers suitable for this purpose with a face area of not more than 100 in^2. Take special precautions to prevent any wedging action against the masonry, and step or terrace the slope bounding the excavation for abutments and wingwalls if required by the Engineer.

120-8.2.4 Culverts and Piers: Backfill around culverts and piers on both sides simultaneously to approximately the same elevation.

120-8.2.5 Compaction Under Wet Conditions: Where wet conditions do not permit the use of mechanical tampers, compact using hand tampers. Use only A-3 material for the hand tamped portions of the backfill. When the backfill has reached an elevation and condition such as to make the use of the mechanical tampers practical, perform mechanical tamping in such manner and to such extent as to transfer the compaction force into the sections previously tamped by hand.

120-8.3 Additional Requirements for Pipe Greater than 12 Inches Inside Diameter:

120-8.3.1 General: Trenches for pipe may have up to four zones that must be backfilled.

Lowest Zone: The lowest zone is backfilled for deep undercuts up to within 4 inches of the bottom of the pipe.

Bedding Zone: The zone above the Lowest Zone is the Bedding Zone. Usually, it will be the backfill which is the 4 inches of soil below the bottom of the pipe. When rock or other hard material has been removed to place the pipe, the Bedding Zone will be the 12 inches of soil below the bottom of the pipe.

Cover Zone: The next zone is the backfill that is placed after the pipe has been laid and will be called the Cover Zone. This zone extends to 12 inches above the top of the pipe. The Cover Zone and the Bedding Zone are considered the Soil Envelope for the pipe.

Top Zone: The Top Zone extends from 12 inches above the top of the pipe to the base or final grade.

120-8.3.2 Material:

120-8.3.2.1 Lowest Zone: Backfill areas undercut below the Bedding Zone of a pipe with coarse sand, or other suitable granular material, obtained from the grading operations on the project, or a commercial material if no suitable material is available.

120-8.3.2.2 Soil Envelope: In both the Bedding Zone and the Cover Zone of the pipe, backfill with materials classified as A-1, A-2, or A-3. Material classified as A-4 may be used if the pipe is concrete pipe.

120-8.3.2.3 Top Zone: Backfill the area of the trench above the soil envelope of the pipe with materials allowed on Standard Plans, Index 120-001.

120-8.3.3 Compaction:

120-8.3.3.1 Lowest Zone: Compact the soil in the Lowest Zone to approximately match the density of the soil in which the trench was cut.

120-8.3.3.2 Bedding Zone: If the trench was not undercut below the bottom of the pipe, loosen the soil in the bottom of the trench immediately below the approximate middle third of the outside diameter of the pipe.

If the trench was undercut, place the bedding material and leave it in a loose condition below the middle third of the outside diameter of the pipe. Compact the

outer portions to meet the density requirements of the Acceptance Criteria. Place the material in lifts no greater than 6 inches (compacted thickness).

120-8.3.3.3 Cover Zone: Place the material in 6 inches layers (compacted thickness), evenly deposited on both sides of the pipe, and compact with mechanical tampers suitable for this purpose. Hand tamp material below the pipe haunch that cannot be reached by mechanical tampers. Meet the requirements of the density Acceptance Criteria.

120-8.3.3.4 Top Zone: Place the material in layers not to exceed 12 inches in compacted thickness. Meet the requirements of the density acceptance criteria.

120-8.3.4 Backfill Under Wet Conditions: Where wet conditions are such that dewatering by normal pumping methods would not be effective, the procedure outlined below may be used when specifically authorized by the Engineer in writing.

Granular material may be used below the elevation at which mechanical tampers would be effective, but only material classified as A-3. Place and compact the material using timbers or hand tampers until the backfill reaches an elevation such that its moisture content will permit the use of mechanical tampers. When the backfill has reached such elevation, use normally acceptable backfill material. Compact the material using mechanical tampers in such manner and to such extent as to transfer the compacting force into the material previously tamped by hand.

The Engineer may permit the use of coarse aggregate below the elevation at which mechanical tampers would be effective. Use coarse aggregate from approved sources for Aggregate Size Number 89, 8, 78, 7, 68, 6, or 57. Place the coarse aggregate such that it will be stable and firm. Fully wrap the aggregate with an appropriate geosynthetic filter fabric, as specified by the Engineer. Do not place coarse aggregate within 4 feet of the ends of the trench or ditch. Use normally accepted backfill material at the ends.

120-9 Compaction Requirements.

120-9.1 Moisture Content: Compact the materials at a moisture content such that the specified density can be attained. If necessary, add water to the material, or lower the moisture content by manipulating the material or allowing it to dry, as is appropriate, to attain the specified density.

120-9.2 Compaction of Embankments:

120-9.2.1 Earthwork Category 1 and 2 Density Requirements: The Engineer will accept a minimum density of 95% of the maximum density as determined by FM 1-T099 for all earthwork items requiring densities.

120-9.2.2 Earthwork Category 3 Density Requirements: The Engineer will accept a minimum of 100% of the maximum density as determined by FM 1-T099 for all densities required under category 3. Except for embankments constructed by the hydraulic method as specified in 120-7.3, and for the material placed outside the standard minimum slope as specified in 120-7.2.4, and for other areas specifically excluded herein, compact each layer of the material used in the formation of embankments to the required density stated above. Uniformly compact each layer using equipment that will achieve the required density, and as compaction operations progress, shape and manipulate each layer as necessary to ensure uniform density throughout the embankment.

120-9.2.3 Compaction Over Unstable Foundations: Where the embankment material is deposited in water or on low swampy ground, and in a layer thicker than 12 inches (as

provided in 120-7.2.2), compact the top 6 inches (compacted thickness) of such layer to the density as specified in 120-10.5.

120-9.2.4 Compaction Where Plastic Material Has Been Removed: Where unsuitable material is removed and the remaining surface is of soil classifications A-4, A-5, A-6, or A-7 per AASHTO M145, as determined by the Engineer, compact the surface of the excavated area by rolling with a sheepsfoot roller exerting a compression of at least 250 psi on the tamper feet, for the full width of the roadbed (subgrade and shoulders). Perform rolling before beginning any backfill and continue until the roller feet do not penetrate the surface more than 1 inch. Do not perform such rolling where the remaining surface is below the normal water table and covered with water. Vary the procedure and equipment required for this operation at the discretion of the Engineer.

120-9.2.5 Compaction for Pipes, Culverts, etc.: Compact the backfill of trenches to the densities specified for embankment or subgrade, as applicable, and in accordance with the requirements of this section.

Thoroughly compact embankments over and around pipes, culverts, and bridges in a manner which will not place undue stress on the structures, and in accordance with the requirements of this section.

120-9.2.6 Compaction of Grassed Shoulder Areas: For the upper 6-inch layer of all shoulders which are to be grassed, since no specific density is required, compact only to the extent needed for planting.

120-9.2.7 Compaction of Grassed Embankment Areas: For the outer layer of all embankments where plant growth will be established, do not compact. Leave this layer in a loose condition to a minimum depth of 6 inches for the subsequent seeding or planting operations.

120-9.3 Compaction of Subgrade: If the plans do not provide for stabilizing, compact the subgrade in both cuts and fills to the density specified in 120-10.5. For cut areas, determine Standard Proctor Maximum Density in accordance with FM 1-T099 at a frequency of one per mile or when there is a change in soil type, whichever occurs first. For undisturbed soils, do not apply density requirements where constructing paved shoulders is 5 feet or less in width.

Where trenches for widening strips are not of sufficient width to permit the use of standard compaction equipment, perform compaction using vibratory rollers, trench rollers, or other type compaction equipment approved by the Engineer.

Maintain the required density until the base or pavement is placed on the subgrade.

120-10 Acceptance Program.

120-10.1 Density over 105%: When a computed dry density results in a value greater than 105% of the applicable Proctor maximum dry density, the Engineer will perform a second density test within 5 feet. If the second density results in a value greater than 105%, investigate the compaction methods, examine the applicable Maximum Density and material description. If necessary, the Engineer will test an additional sample for acceptance in accordance with FM 1-T099.

120-10.2 Maximum Density Determination: The Engineer will determine the maximum density and optimum moisture content by sampling and testing the material in accordance with the specified test method listed in 120-10.3.

120-10.3 Density Testing Requirements: Compliance with the requirements of 120-10.5 will be determined in accordance FM 1-T 238. The in-place moisture content will be determined for each density in accordance with FM 5-507 (Determination of Moisture Content by Means of a Calcium Carbide Gas Pressure Moisture Tester), or ASTM D 4643 (Laboratory Determination of Moisture Content of Granular Soils by Use of a Microwave Oven).

120-10.4 Soil Classification and Organic Content: The Engineer will perform soil classification tests in accordance with AASHTO T88, T89, T90, and FM 1-T267. The Engineer will classify soils in accordance with AASHTO M-145 in order to determine compliance with embankment utilization requirements. The Engineer will verify the organic content test with the criteria specified in Standard Plans, Index 120-001.

120-10.5 Acceptance Criteria: The Engineer will accept a minimum density in accordance with 120-9.2 with the following exceptions:

1) embankment constructed by the hydraulic method as specified in 120-7.3;
2) material placed outside the standard minimum slope as specified in 120-7.2.4;
3) other areas specifically excluded herein.

120-10.6 Frequency: The Engineer will conduct sampling and testing at a minimum frequency listed in the table below.

Test Name	Frequency
Proctor Maximum Density	One per soil type
Density	1 per LOT (Alternate Lift)
Soil Classification and Organic Content	One per Maximum Density

120-11 Maintenance and Protection of Work.

While construction is in progress, always maintain adequate drainage for the roadbed. Maintain a shoulder at least 3 feet wide adjacent to all pavement or base construction to provide support for the edges.

Maintain and protect all earthwork construction throughout the life of the Contract and take all reasonable precautions to prevent loss of material from the roadway due to the action of wind or water. Repair any slides, washouts, settlement, subsidence, or other mishap which may occur prior to final acceptance of the work. Maintain all channels excavated as a part of the Contract work against natural shoaling or other encroachments to the lines and grades shown in the Plans, until final acceptance of the project.

120-12 Construction.

120-12.1 Construction Tolerances: Shape the surface of the earthwork to conform to the lines and grades shown in the Plans. In final shaping of the surface of earthwork, maintain a tolerance of 0.3 foot above or below the finished graded surface with the following exceptions:

1. Shape the surface of shoulders to within 0.1 foot of the finished graded surface.
2. Shape the earthwork to match adjacent pavement, curb, sidewalk, structures, etc.
3. Shape the bottom of ditches so that the ditch impounds no water.
4. When the work does not include construction of base or pavement, shape the entire roadbed (shoulder point to shoulder point) to within 0.1 foot above or below the Plan finished graded surface.

Ensure that the shoulder lines do not vary horizontally more than 0.3 foot from the true lines shown in the Plans.

120-12.2 Operations Adjacent to Pavement: Carefully dress areas adjacent to pavement areas to avoid damage to such pavement. Complete grassing of shoulder areas prior to placing the final wearing course. Do not manipulate any embankment material on a pavement surface.

When shoulder dressing is underway adjacent to a pavement lane being used to maintain traffic, exercise extreme care to avoid interference with the safe movement of traffic.

120-13 Method of Measurement.

120-13.1 Excavation: Excavation will be paid for by volume, in cubic yards, calculated by the method of average end areas, unless the Engineer determines that another method of calculation will provide a more accurate result. The material will be measured in its original position by field survey or by photogrammetric means as designated by the Engineer. Measurement for payment will include the excavation of unsuitable material, lateral ditch excavation, channel excavation, and excavation for structures and pipe. Payment will not be made for excavation or embankment beyond the limits shown in the plans or authorized by the Engineer.

120-13.2 Embankment: Measurement will be made on a loose volume basis, as measured in trucks or other hauling equipment at the point of dumping on the road. Payment will not be made for embankment beyond the limits shown in the plans or authorized by the Engineer.

120-14 Basis of Payment.

120-14.1 General: Prices and payments for the work items included in this Section will be full compensation for all work described herein, including excavating, dredging, pumping, hauling, placing, and compacting; dressing the surface of the earthwork; and maintaining and protecting the complete earthwork.

120-14.2 Excavation: The total quantity of all excavation specified under this Section will be paid for at the Contract unit price for Excavation. No payment will be made for the excavation of any materials which are used for purposes other than those shown in the plans or designated by the Engineer. No payment will be made for materials excavated outside the lines and grades given by the Engineer, unless specifically authorized by the Engineer.

120-14.3 Embankment: The total quantity of embankment specified in this Section will be paid for at the Contract unit price for embankment. No payment will be made for materials which are used for purposes other than those shown in the plans or designated by the Engineer. No payment will be made for materials placed outside the lines and grades given by the Engineer.

334 ASPHALT CONCRETE FOR LAP (CLASS - D).
(REV 3-2-22) (FA 7-2-21) (FY 2024-25)

SECTION 334 is deleted and the following substituted:

SECTION 334
ASPHALT CONCRETE FOR LAP (OFF-SYSTEM)

334-1 Description.

334-1.1 General: Construct an Asphalt Concrete pavement based on the type of work specified in the Contract and the Asphalt Work Categories as defined below. Meet the applicable requirements for plants, equipment, and construction requirements as defined below. Use an asphalt concrete mix that meets the requirements of this specification.

334-1.2 Asphalt Work Mix Categories: Construction of Asphalt Concrete Pavement will fall into one of the following work categories:

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

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

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

334-1.3 Mix Types: Use the appropriate mix type as shown in Table 334-1.

Table 334-1
Mix Types

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

(1) Equivalent mixes may be approved as determined by the Engineer. For example, Marshall S-III mixture type is equivalent to Superpave SP-9.5, Marshall S-I is equivalent to Superpave SP-12.5, and Marshall FC-3 is equivalent to Superpave FC-9.5.

For a Traffic Level A mixture, meet the mix design criteria for a Traffic Level B mixture and for a Traffic Level D mixture meet the mix design criteria for a Traffic Level E mixture.

At no additional cost to the Department, for a Type SP mix the following Traffic Level substitutions are allowed:

Traffic Level E can be substituted for Traffic Level D.
Traffic Level D or E can be substituted for Traffic Level C.
Traffic Level C can be substituted for Traffic Level B.

Traffic Level B or C can be substituted for Traffic Level A.

334-1.4 Gradation Classification: Asphalt concrete mixtures are classified as fine and are defined in Standard Specification 334-3.2.2.

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

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

334-1.5 Thickness: The total pavement thickness of the asphalt concrete pavement layers will be the plan thickness as shown in the Contract Documents. Before paving, propose a thickness for each individual layer meeting the requirements of this specification, which when combined with other layers (as applicable) will equal the plan thickness. For construction purposes, the plan thickness and individual layer thickness will be converted to spread rate using the following equation:

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

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

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

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

Type SP-9.5, FC-9.5 ..... 1 to 1-1/2 inches
Type SP-12.5..... 1-1/2 to 3 inches
Type FC-12.5 ..... 1-1/2 to 2-1/2 inches

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

1. When construction includes the paving of adjacent shoulders (less than or equal to 5 feet wide), the layer thickness for the upper pavement layer and shoulder shall be the same and paved in a single pass, unless otherwise called for in the Contract Documents.

2. For overbuild layers, use the minimum and maximum layer thicknesses as specified above unless called for differently in the Contract Documents. On variable thickness overbuild layers, the minimum and maximum allowable thicknesses will be as specified below, unless called for differently in the Contract Documents.

Type SP-9.5..... 3/8 to 2 inches
Type SP-12.5..... 1/2 to 3 inches
Type SP-19.0..... 1-1/2 to 4 inches

3. Variable thickness overbuild layers constructed using a Type SP-9.5 or SP-12.5 mixtures may be tapered to zero thickness provided the contract documents require a minimum of 1-1/2 inches of dense-graded mix placed over the variable thickness overbuild layer.

334-1.6 Weight of Mixture: The weight of the mixture shall be determined as provided in 320-3.2 of the Florida Department of Transportation (FDOT) specifications.

334-2 Materials.

334-2.1 Superpave Asphalt Binder: Unless specified elsewhere in the Contract Documents, use an asphalt binder grade as determined from Table 334-2. If the Contract calls for an alternative binder, meet the requirements of FDOT Specification 916.

334-2.2 Aggregate: Use aggregate capable of producing a quality pavement. Size, grade and combine the aggregate fractions to meet the grading and physical properties of the mix design. Aggregates from various sources may be combined.

For Type FC mixes, use an aggregate blend that consists of approved friction course aggregates that consists of crushed granite, crushed granitic gneiss, crushed limestone, crushed shell rock, or a combination of the above. As an exception, mixes that contain a minimum of 60% of approved friction course aggregates of crushed granite and/or crushed gneiss may either contain: up to 40% fine aggregate from other sources of aggregate not approved for friction courses or a combination of up to 20% RAP and the remaining fine aggregate from other sources of aggregate not approved for friction courses. Mixtures utilizing High Polymer (HP) binder are not allowed to contain RAP.

A list of aggregates approved for use in friction courses may be available on the FDOT's State Materials Office website. The URL for obtaining this information, if available, is: https://mac.fdot.gov/.

334-2.3 Reclaimed Asphalt Pavement (RAP) Material:

334-2.3.1 General requirements: RAP may be used as a component of the asphalt mixture subject to the following requirements:

1. Limit the amount of RAP material used in the mix to a maximum of 50% by weight of total aggregate.

2. Assume full responsibility for the design, production and construction of asphalt mixes which incorporate RAP as a component material.

3. Provide stockpiled RAP material that is reasonably consistent in characteristics and contains no aggregate particles which are soft or conglomerates of fines.

4. Provide RAP material having a minimum average asphalt content of 4.0% by weight of total mix. As an exception, when using fractionated RAP, the minimum average asphalt binder content for the coarse portion of the RAP shall be 2.5% by weight of the coarse portion of the RAP. The coarse portion of the RAP shall be the portion of the RAP retained on the No. 4 sieve. The Engineer may sample the stockpile to verify that this requirement is met.

4. When using RAP as a component material, prevent any oversized RAP from being incorporated into the completed mixture by the use of a grizzly or grid over the RAP bin; in-line roller or impact crusher; screen; or other suitable means. If oversized RAP material appears in the completed recycled mix, take the appropriate corrective action immediately. If the appropriate corrective actions are not immediately taken, stop plant operations.

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

334-2.3.3 Asphalt Binder for Mixes with RAP: Select the appropriate asphalt binder grade based on Table 334-2

Table 334-2 Asphalt Binder Grade for Mixes Containing RAP	
Percent RAP	Asphalt Binder Grade
0 - 15	PG 67-22
16 - 30	PG 58-22
≥ 30	PG 52-28

334-3 Composition of Mixture.

334-3.1 General: Compose the asphalt mixture using a combination of aggregate (coarse, fine or mixtures thereof), mineral filler, if required, and asphalt binder material. Size, grade and combine the aggregate fractions to meet the grading and physical properties of the mix design. Aggregates from various sources may be combined.

334-3.2 Mix Design:

334-3.2.1 General: Design the asphalt mixture in accordance with AASHTO R 35, except as noted herein. Submit the proposed mix design with supporting test data indicating compliance with all mix design criteria to the Engineer. Prior to the production of any asphalt mixture, obtain the Engineer's conditional approval of the mix design. If required by the Engineer, send representative samples of all component materials, including asphalt binder to a laboratory designated by the Engineer for verification. As an exception to these requirements, use a currently approved FDOT Mix Design.

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

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

334-3.2.2.1 Mixture Gradation Classification: Plot the combined mixture gradation on an FHWA 0.45 Power Gradation Chart. Include the Control Points from AASHTO M, as well as the Primary Control Sieve (PCS) Control Point from AASHTO M. Fine mixes are defined as having a gradation that passes above the primary control sieve control point and above the maximum density line for all sieve sizes smaller than the primary control sieve and larger than the No. 30 sieve. Use only fine mixes.

334-3.2.3 Gyratory Compaction: Compact the design mixture in accordance with AASHTO T 312, with the following exception: use the number of gyrations at N_{design} as defined in Standard Specification Table 334-4. Measure the inside diameter of gyratory molds in accordance with AASHTO T 312.

334-3.2.4 Design Criteria: Meet the requirements for nominal maximum aggregate size as defined in AASHTO M, as well as for relative density, VMA, VFA, and dust-to-binder ratio as specified in AASHTO M 323. $N_{initial}$ and $N_{maximum}$ requirements are not applicable.

334-3.2.5 Moisture Susceptibility:

1. For all traffic levels, use a liquid anti-strip agent listed on the APL at the specified dosage rate. Hydrated lime may be used instead of the liquid anti-strip agent.

2. Provide a mixture having a retained tensile strength ratio of at least 0.80 and a minimum tensile strength (unconditioned) of 100 psi in accordance with FM 1-T 283.

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

1. The design traffic level and the design number of gyrations (N_{design}).

2. The source and description of the materials to be used.

3. The Department source number and the FDOT product code of the aggregate components furnished from an FDOT approved source (if required).

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

5. A single percentage of the combined mineral aggregate passing each specified sieve. Degradation of the aggregate due to processing (particularly material passing the No. 200 sieve) should be accounted for and identified.

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

7. A single percentage of asphalt binder by weight of total mix intended to be incorporated in the completed mixture, shown to the nearest 0.1%.

8. A target temperature for the mixture at the plant (mixing temperature) and a target temperature for the mixture at the roadway (compaction temperature). Do not exceed a target temperature of 340°F for High Polymer asphalt binders, 330°F for PG 76-22 asphalt binders, and 315°F for unmodified asphalt binders.

9. Provide the physical properties at the optimum asphalt content, which must conform to all specified requirements.

10. The name of the Construction Training Qualification Program (CTQP) mix designer.

11. The ignition oven and maximum specific gravity (Gmm) calibration factors.

12. The warm mix technology, if used.

334-4 Producer Process Control (PC).

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

334-5 General Construction Requirements.

334-5.1 Weather Limitations: Do not transport asphalt mix from the plant to the roadway unless all weather conditions are suitable for the laying operations.

334-5.2 Limitations of Paving Operations:

334-5.2.1 General: Place the mixture only when the surface upon which it is to be placed has been previously prepared, is intact, firm, dry, clean, and the tack or prime coat, with acceptable spread rate, is properly broken or cured. Do not place friction course until the adjacent shoulder area has been dressed and grassed.

334-5.2.2 Ambient Air Temperature: Place the mixture only when the air temperature in the shade and away from artificial heat meets the requirements of Table 334-3.

The minimum ambient temperature requirement may be reduced by 5ºF when using warm mix technology, if mutually agreed to by both the Engineer and the Contractor.

Table 334-3 Ambient Air Temperature Requirements for Paving	
Layer Thickness or Asphalt Binder Type	Minimum Temperature (°F)
≤ 1 inch	50
Any mixture > 1 inch containing a PG asphalt binder with a high temperature designation ≥ 76°C	45
Any mixture > 1 inch containing a PG asphalt binder with a high temperature designation < 76°C	40
FC-5[(1)]	65
[(1)] As an exception, place the mixture at temperatures no lower than 60ºF, only when approved by the Engineer based on the Contractor's demonstrated ability to achieve a satisfactory surface texture and appearance of the finished surface. For mixtures containing PG 76-22 binder, the minimum ambient temperature may be further reduced to 55ºF when using warm mix technology, if agreed to by both the Engineer and the Contractor.	

334-5.3 Mix Temperature: Heat and combine the ingredients of the mix in such a manner as to produce a mixture with a temperature at the plant and at the roadway, within a range of plus or minus 30ºF from the target temperature as shown on the mix design. Reject all loads outside of this range. Reject any load or portion of a load of asphalt mix at the plant or at the roadway with a temperature outside of its respective master range shown in Table334-4. Notify the Engineer of the rejection immediately.

Table 334-4 Mix Temperature Master Range Tolerance	
Location	Acceptable Temperature Tolerance
Plant	Mixing Temperature ±30 F
Roadway (mix in truck)	Compaction Temperature ±30°F

334-5.4 Transportation of the Mixture: Transport the mixture in trucks of tight construction, which prevents the loss of material and the excessive loss of heat and previously cleaned of all foreign material. After cleaning, thinly coat the inside surface of the truck bodies with soapy water or an asphalt release agent as needed to prevent the mixture from adhering to the beds. Do not allow excess liquid to pond in the truck body. Do not use a release agent that will contaminate, degrade, or alter the characteristics of the asphalt mix or is hazardous or detrimental to the environment. Petroleum derivatives (such as diesel fuel), solvents, and any product that dissolves asphalt are prohibited. Provide each truck with a tarpaulin or other waterproof cover mounted in such a manner that it can cover the entire load when required. When in place, overlap the waterproof cover on all sides so that it can be tied down. Cover each load during cool and cloudy weather and at any time it appears rain is likely during transit with a tarpaulin or waterproof cover. Cover and tie down all loads of friction course mixtures.

334-5.5 Surface Preparation:

334-5.5.1 Cleaning: Before placing the mixture, clean the surface of the base or underlying pavement of all loose and deleterious material by the use of power brooms or blowers, supplemented by hand brooming where necessary.

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

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

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

Table 300-2
Tack Coat Application Rates

Asphalt Mixture Type	Underlying Pavement Surface	Target Tack Rate (gal/yd^2)[1]
Base Course, Structural Course, Dense-Graded Friction Course, Open-Graded Friction Course	Newly Constructed Asphalt Layers	0.06
	Milled Asphalt Pavement Surface, Oxidized and Cracked Asphalt Pavement, Concrete Pavement	0.09

Note 1: Target tack application rates greater than those specified may be used upon approval of the Engineer.

When using a meter to control the tack or prime application rate, manually measure the volume in the tank at the beginning and end of the application area for a specific target application rate. Perform this operation at a minimum frequency of once per production shift. Resolve any differences between the manually measured method and the meter to ensure the target application rate is met in accordance with this Section. Adjust the application rate if the manually measured application rate is greater than plus or minus 0.01 gallons per square yard when compared to the target application rate.

334-5.5.5 Curing and Time of Application: Apply tack coat sufficiently in advance of placing bituminous mix to permit drying, but do not apply tack coat so far in advance that it might lose its adhesiveness as a result of being covered with dust or other foreign material.

334-5.5.6 Protection: Keep the tack coat surface free from traffic until the subsequent layer of bituminous hot mix has been laid.

334-6 Placing Mixture:

334-6.1 Alignment of Edges: Place all asphalt mixtures by the stringline method to obtain an accurate, uniform alignment of the pavement edge. As an exception, pavement edges adjacent to curb and gutter or other true edges do not require a stringline. Control the unsupported pavement edge to ensure that it will not deviate from the stringline more than plus or minus 1.5 inches.

334-6.2 Rain and Surface Conditions: Immediately cease transportation of asphalt mixtures from the plant when rain begins at the roadway. Do not place asphalt mixtures while rain is falling, or when there is water on the surface to be covered. Once the rain has stopped, standing water has been removed from the tacked surface to the satisfaction of the Engineer, and

the temperature of the mixture caught in transit still meets the requirements as specified in 334-5.3, the Contractor may then place the mixture caught in transit.

334-6.3 Checking Depth of Layer: Check the depth of each layer at frequent intervals to ensure a uniform spread rate that will meet the requirements of the Contract.

334-6.4 Hand Work: In limited areas where the use of the paver is impossible or impracticable, the Contractor may place the mixture by hand.

334-6.5 Spreading and Finishing: Upon arrival, dump the mixture in the approved paver, and immediately spread and strike-off the mixture to the full width required, and to such loose depth for each course that, when the work is completed, the required weight of mixture per square yard, or the specified thickness, is secured. Carry a uniform amount of mixture ahead of the screed at all times.

334-6.6 Thickness Control: Ensure the spread rate is within 5% of the target spread rate, as indicated in the Contract. When determining the spread rate, use, at a minimum, an average of five truckloads of mix and at a maximum, an average of 10 truckloads of mix. When the average spread rate is beyond plus or minus 5% of the target spread rate, monitor the thickness of the pavement layer closely and adjust the construction operations.

When the average spread rate for two consecutive days is beyond plus or minus 5% of the target spread, stop the construction operation at any time until the issue is resolved.

The Engineer will allow a maximum deficiency from the specified spread rate for the total thickness as follows:

1. For pavement of a specified thickness of 2-1/2 inches or more: 50 pounds per square yard.
2. For pavement of a specified thickness of less than 2-1/2 inches: 25 pounds per square yard.

Address the unacceptable pavement in accordance with 334-5.10.4, unless an alternative approach is agreed upon by the Engineer.

334-6.7 Leveling Courses:

334-6.7.1 Patching Depressions: Before spreading any leveling course, fill all depressions in the existing surface as shown in the plans.

334-6.7.2 Spreading Leveling Courses: Place all courses of leveling with an asphalt paver or by the use of two motor graders, one being equipped with a spreader box. Other types of leveling devices may be used upon approval by the Engineer.

334-6.7.3 Rate of Application: When using Type SP-9.5 (fine graded) for leveling, do not allow the average spread of a layer to be less than 50 pounds per square yard or more than 75 pounds per square yard. The quantity of mix for leveling shown in the plans represents the average for the entire project; however, the Contractor may vary the rate of application throughout the project as directed by the Engineer. When leveling in connection with base widening, the Engineer may require placing all the leveling mix prior to the widening operation.

334-6.8 Compaction: For each paving or leveling train in operation, furnish a separate set of rollers, with their operators.

When density testing for acceptance is required, select equipment, sequence, and coverages of rolling to meet the specified density requirement. Regardless of the rolling procedure used, complete the final rolling before the surface temperature of the pavement drops

to the extent that effective compaction may not be achieved or the rollers begin to damage the pavement.

No vibratory compaction in the vertical direction will be allowed for layers one inch or less in thickness or, if the Engineer or Contract Documents limit compaction to the static mode only. Compact these layers in the static mode only. Other non-vertical vibratory modes of compaction will be allowed, if approved by the Engineer; however, no additional compensation, cost or time, will be made.

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

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

334-6.9 Joints.

334-6.9.1 Transverse Joints: Construct smooth transverse joints, which are within 3/16 inch of a true longitudinal profile when measured with a 15 foot manual straightedge. The Engineer may waive straightedge requirements for transverse joints at the beginning and end of the project, at the beginning and end of bridge structures, at manholes, and at utility structures if the deficiencies are caused by factors beyond the control of the Contractor such as no milling requirement, as determined by the Engineer. When smoothness requirements are waived, construct a reasonably smooth transitional joint.

334-6.9.2 Longitudinal Joints:. Place each layer of pavement so all longitudinal construction joints are offset 6 to 12 inches laterally between successive layers. Plan offsets in advance so the longitudinal joints of the friction course are not in wheel path areas. The longitudinal joints for friction course layers should be within 6 inches of the lane edge or at the center of the lane. The Engineer may waive these requirements where offsetting is not feasible due to the sequence of construction.

334-6.10 Surface Requirements: Construct a smooth pavement with good surface texture and the proper cross-slope.

334-6.10.1 Texture of the Finished Surface of Paving Layers: Produce a finished surface of uniform texture and compaction with no pulled, torn, raveled, crushed or loosened portions and free of segregation, bleeding, flushing, sand streaks, sand spots, or ripples. Correct any area of the surface that does not meet the foregoing requirements in accordance with 334-6.10.4.

334-6.10.2 Cross Slope: Construct a pavement surface with cross slopes in compliance with the requirements of the Contract Documents. Furnish a four-foot-long electronic level accurate to 0.1 degree, approved by the Engineer for the control of cross slope. Make this electronic level available at the jobsite at all times during paving operations.

334-6.10.3 Pavement Smoothness: Construct a smooth pavement meeting the requirements of this Specification. Furnish a 15 foot manual and a 15 foot rolling straightedge meeting the requirements of FM 5-509. Obtain a smooth surface on all pavement courses placed, and then straightedge all layers as required by this Specification.

334-6.10.3.1 Straightedge Testing:

334-6.10.3.1.1 Acceptance Testing: Using a rolling straightedge, test the final (top) layer of the pavement. Test all pavement lanes where the width is constant using a rolling straightedge and document all deficiencies on a form approved by the Engineer. Notify the Engineer of the location and time of all straightedge testing a minimum of 48 hours before beginning testing.

334-6.10.3.1.2 Final (Top) Pavement Layer: At the completion of all paving operations, straightedge the final (top) layer either behind the final roller of the paving train or as a separate operation. Address all deficiencies in excess of 3/16 inch in accordance with 334-5.10.4, unless waived by the Engineer. Retest all corrected areas.

334-6.10.3.1.3 Straightedge Exceptions: Straightedge testing will not be required in the following areas: shoulders, intersections, tapers, crossovers, sidewalks, bicycle/shared use paths, parking lots and similar areas, or in the following areas when they are less than 250 feet in length: turn lanes, acceleration/deceleration lanes and side streets. The limits of the intersection will be from stop bar to stop bar for both the mainline and side streets.

As an exception, in the event the Engineer identifies an objectional surface irregularity in the above areas, straightedge and address all deficiencies in excess of 3/8 inch in accordance with 334-5.10.4.

334-6.10.4 Correcting Unacceptable Pavement: Correct deficiencies in the pavement layer by removing and replacing the full depth of the layer, extending a minimum of 50 feet on both sides (where possible) of the defective area for the full width of the paving lane, at no additional cost.

334-7 Acceptance of the Mixture.

334-7.1 General: The asphalt mixture will be accepted based on the Asphalt Work Category as defined below:

1. Asphalt Work Category 1 – Certification by the Contractor as defined in 334-7.2.
2. Asphalt Work Category 2 – Certification and process control testing by the Contractor as defined in 334-7.3
3. Asphalt Work Category 3 – Process control testing by the Contractor and acceptance testing by the Engineer as defined in 334-7.4.

334-7.2 Certification by the Contractor: On Asphalt Work Category 1 construction, the Engineer will accept the mix on the basis of visual inspection. Submit a Notarized Certification of Specification Compliance letter on company letterhead to the Engineer stating that all material produced and placed on the project meets the requirements of the Specifications. The Engineer may run independent tests to determine the acceptability of the material.

334-7.3 Certification and Process Control Testing by the Contractor: On Asphalt Work Category 2 construction, submit a Notarized Certification of Specification Compliance letter on company letterhead to the Engineer stating that all material produced and placed on the project meets the requirements of the Specifications, along with supporting test data documenting all process control testing as described in 334-6.3.1. If required by the Contract, utilize an Independent Laboratory as approved by the Engineer for the process control testing. The mix will also require visual acceptance by the Engineer. In addition, the Engineer may run independent tests to determine the acceptability of the material. Material failing to meet these acceptance criteria will be addressed as directed by the Engineer such as but not limited to acceptance at reduced pay, delineation testing to determine the limits of the questionable material, removal and replacement at no cost to the agency, or performing an Engineering analysis to determine the final disposition of the material.

334-7.3.1 Process Control Sampling and Testing Requirements: Perform process control testing at a frequency of once per day. Obtain the samples in accordance with FDOT Method FM 1-T 168. Test the mixture at the plant for gradation (P_{-8} and P_{-200}) and asphalt

binder content (P_b). Measure the roadway density with 6 inch diameter roadway cores at a minimum frequency of once per 1,500 feet of pavement with a minimum of three cores per day.

Determine the asphalt binder content of the mixture in accordance with FM 5-563. Determine the gradation of the recovered aggregate in accordance with FM 1-T 030. Determine the roadway density in accordance with FM 1-T 166. The minimum roadway density will be based on the percent of the maximum specific gravity (Gmm) from the approved mix design. If the Contractor or Engineer suspects that the mix design Gmm is no longer representative of the asphalt mixture being produced, then a new Gmm value will be determined from plant-produced mix with the approval of the Engineer. Roadway density testing will not be required in certain situations as described in 334-7.4.1. Assure that the asphalt binder content, gradation and density test results meet the criteria in Table 334-6.

Table 334-6
Process Control and Acceptance Values

Characteristic	Tolerance
Asphalt Binder Content (percent)	Target ± 0.55
Passing No. 8 Sieve (percent)	Target ± 6.00
Passing No. 200 Sieve (percent)	Target ± 1.50
Roadway Density (daily average)	Minimum 91.5% of Gmm
Roadway Density (any single core)	Minimum 88.0 % of Gmm

334-7.4 Process Control Testing by the Contractor and Acceptance Testing by the Engineer: On Asphalt Work Category 3, perform process control testing as described in 334-6.3.1. In addition, the Engineer will accept the mixture at the plant with respect to gradation (P_{-8} and P_{-200}) and asphalt binder content (P_b). The mixture will be accepted on the roadway with respect to density. The Engineer will sample and test the material as described in 334-7.3.1. The Engineer will randomly obtain at least one set of samples per day. Assure that the asphalt content, gradation and density test results meet the criteria in Table 334-6. Material failing to meet these acceptance criteria will be addressed as directed by the Engineer such as but not limited to acceptance at reduced pay, delineation testing to determine the limits of the questionable material, removal and replacement at no cost to the agency, or performing an Engineering analysis to determine the final disposition of the material.

334-7.4.1 Acceptance Testing Exceptions: When the total quantity of any mix type in the project is less than 500 tons, the Engineer will accept the mix on the basis of visual inspection. The Engineer may run independent tests to determine the acceptability of the material.

Density testing for acceptance will not be performed on widening strips or shoulders with a width of 5 feet or less, open-graded friction courses, variable thickness overbuild courses, leveling courses, any asphalt layer placed on subgrade (regardless of type), miscellaneous asphalt pavement, bike/shared use paths, crossovers, gore areas, or any course with a specified thickness less than 1 inch or a specified spread rate less than 100 lb per square yard. Density testing for acceptance will not be performed on asphalt courses placed on bridge decks or approach slabs; compact these courses in static mode only. In addition, density testing for acceptance will not be performed on the following areas when they are less than 500 feet (continuous) in length: turning lanes, acceleration lanes, deceleration lanes, shoulders, parallel parking lanes, or ramps. Do not perform density testing for acceptance in situations where the

area requiring density testing is less than 50 tons. Density testing for acceptance will not be performed in intersections. The limits of the intersection will be from stop bar to stop bar for both the mainline and side streets. A random core location that occurs within the intersection shall be moved forward or backward from the intersection at the direction of the Engineer. Compact these courses in accordance with a standard rolling procedure approved by the Engineer. In the event that the rolling procedure deviates from the approved procedure, placement of the mix will be stopped.

334-8 Method of Measurement.

For the work specified under this Section, the quantity to be paid for will be the weight of the mixture, in tons.

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

334-9 Basis of Payment.

334-.1 General: Price and payment will be full compensation for all the work specified under this Section.

344 CONCRETE FOR LOCAL AGENCY PROGRAM (LAP) (CLASS - D). (REV 6-9-2021) (FA 7-2-21) (FY 2024-25)

SECTION 344 is deleted and the following substituted:

SECTION 344
CONCRETE FOR LAP (OFF-SYSTEM)

344-1 Description.

344-1 General: Construct concrete structures and other concrete members, based on the type of work as described in the Contract Documents and the concrete work categories as defined below.

344-1.2 Work Categories: Construction will fall into one of the following concrete work categories:

344-1.2.1 Concrete Work Category 1: Includes the construction of cast-in-place nonstructural concrete; including sidewalks, curb and gutter, ditch and slope pavement, or other non-reinforced cast-in- place elements.

344-1.2.2 Concrete Work Category 2: Includes the construction of precast and prestressed concrete products.

344-1.2.2.1 Precast Concrete Drainage Structures: Includes but are not limited to reinforced and non-reinforced concrete pipes, french drains, underdrains, inlets, manholes, junction boxes, endwalls, pipe culverts, storm sewers, and box culverts.

344-1.2.2.1 Incidental Precast/Prestressed Concrete Structures: Includes the fabrication, storage, transportation, and erection of prestressed concrete poles, concrete bases for light poles, highway sign foundations, retaining wall systems, traffic separators, sound barriers or other structural precast elements.

344-1.2.3 Concrete Work Category 3: Includes the work associated with the placement and/or construction of structural cast-in-place concrete meeting the requirements of this section.

344-2 Materials.

344-2.1 General: Use concrete composed of a mixture of portland cement, aggregates, and water, with or without chemical or mineral admixtures and supplementary cementitious materials that meet the following requirements:

344-2.1.1 Portland Cement: Portland cements meeting the requirements of AASHTO M 85 or ASTM C150 is required. Different brands of cement, cement of the same brand from different facilities or different types of cement shall be stored separately and shall not be mixed.

344-2.1.2 Coarse and Fine Aggregates: Aggregates shall meet ASTM C33.

344-2.1.3 Water: Water shall meet the requirements of ASTM C 1602.

344-2.1.4 Chemical Admixtures: Use chemical admixtures shall be listed on the FDOT Approved Products List (APL). Admixtures may be added at the dosage rates recommended by the manufacturer.

344-2.1.5 Types of Cement: Unless a specific type of cement is designated in the Contract Documents, use Type I, Type IL, Type IP, Type IS, Type II, Type II (MH) or Type III cement in all classes of concrete. Use Type IL or Type II (MH) for all mass concrete elements.

344-2.1.6 Supplementary Cementitious Materials: Supplementary Cementitious Materials shall meet the requirements of ASTM C618 and ASTM C 989, respectively. Fly ash shall not include the residue resulting from the burning of municipal garbage or any other refuse with coal, or the burning of industrial or municipal garbage in incinerators.

344-3 Production, Mixing and Delivery of Concrete.

344-3.1 Concrete Production Requirements:

344-3.1.1 Category 1: Use a concrete production facility that is certified by the National Ready Mixed Concrete Association (NRMCA) or listed on the FDOT list of non-structural concrete producers. Concrete production facilities listed on the FDOT Producers with Accepted QC Programs list for structural concrete may also be used for Category 1.

344-3.1.2 Category 2: Obtain precast concrete products from plants that are currently on the FDOT's Production Facility Listing for the types of products that they are producing.

344-3.1.3 Category 3: Obtain structural concrete from a plant that is currently on the FDOT's Production Facility Listing for structural concrete.

344-3.2 Classes of Concrete: Meet the requirements of Table 344-1.

Table 344-1 Master Proportion Table [7]				
Class of Concrete	28-day Specified Minimum Compressive Strength (f_c') (psi)	Maximum Water to Cementitious Materials Ratio (pounds per pounds)	Minimum Total Cementitious Materials Content (lb/yd^3)	Target Slump Value (inches) [3]
Category 1				
Class NS	2,500	N/A	N/A	N/A
Category 3				
I [1]	3,000	0.53	470	3 [2]
I (Pavement)	3,000	0.50	470	1.5 or 3 [5]
II [1]	3,400	0.53	470	3 [2]
II (Bridge Deck)	4,500	0.44	600 [8]	3 [2]
III [4]	5,000	0.44	600 [8]	3 [2]
III (Seal)	3,000	0.53	600 [8]	8
IV	5,500	0.41[6]	600 [8]	3 [2]
IV (Drilled Shaft)	4,000	0.41	600 [8]	8.5
V (Special)	6,000	0.37 [6]	600 [8]	3 [2]
V	6,500	0.37 [6]	600 [8]	3 [2
VI	8,500	0.37 [6]	600 [8]	3 [2]
VII	10,000	0.37 [6]	600 [8]	3 [2]

Notes:
(1) For precast three-sided culverts, box culverts, endwalls, inlets, manholes and junction boxes, the target slump value and air content will not apply. The maximum allowable slump is 6 inches, except as noted in (2). The Contractor is permitted to use concrete meeting the requirements of ASTM C478 (4,000 psi) in lieu of the specified Class I or Class II concrete for precast endwalls, inlets, manholes and junction boxes.
(2) The Engineer may allow a maximum target slump of 7 inches when a Type F, G, I or II admixture is used. When flowing concrete is used, meet the requirements of Section 8.6 of the FDOT Materials Manual.
(3) For a reduction in the target slump for slip-form operations, submit a revision to the mix design to the Engineer. The target slump for slip-form mix is 1.50 inches.
(4) When precast three-sided culverts, box culverts, endwalls, inlets, manholes or junction boxes require a Class III concrete, the minimum cementitious materials content is 470 pounds per cubic yard. Do not apply the air content range and the maximum target slump shall be 6 inches, except as allowed in (2).
(5) Meet the requirements of Section 350 of FDOT Specifications.
(6) When silica fume or metakaolin is required, the maximum water to cementitious material ratio will be 0.35. When ultrafine fly ash is used, the maximum water to cementitious material ratio will be 0.30.
(7) Tolerance for slump is ± 1.5 inches and Air Content range is 0.0% to 6.0%.
(8) The minimum total amount of cementitious materials content of 600 pounds per cubic yard is required for extremely aggressive environment. For moderately and slightly aggressive environments, the required amounts are 550 lb/yd^3 and 510 lb/yd^3, respectively.

344-3.3 Contractors Quality Control: For Categories 1 and 2, assume full responsibility for controlling all operations and processes such that the requirements of these Specifications are always met.

For Category 3, furnish a Quality Control (QC) plan to identify to the Engineer how quality will be ensured at the project site. During random inspections, the Engineer will use this document to verify that the construction of the project agrees with the QC plan.

344-3.4 Concrete Mix Design: Before producing any Category 1 or Category 2 concrete, submit the proposed mix designs to the Engineer. For Category 3, submit to the Engineer for

approval, FDOT approved mix designs. Do not use concrete mix designs without prior approval of the Engineer.

Materials may be adjusted provided that the theoretical yield requirement of the approved mix design is met. Show all required original approved design mix data and batch adjustments on an Engineer approved concrete delivery ticket.

344-3.5 Delivery: For Category 3, the maximum allowable transit time of concrete is 90 minutes. For critical placements, with the Engineer's approval, the transit time may be extended to the allowable mixing time shown in the mix design.

Furnish a delivery ticket on a form approved by the Engineer with each batch of concrete before unloading at the placement site. Record material quantities incorporated into the mix on the delivery ticket. Ensure that the Batcher responsible for producing the concrete signs the delivery ticket certifying that the batch was produced and delivered in accordance with these requirements. Sign the delivery ticket certifying that the concrete was placed in accordance with these requirements.

344-3.6 Placing Concrete:

344-3.6.1 Concreting in Cold Weather: Do not mix or place concrete when the air temperature at placement is below 40°F.

During the curing period, if the National Oceanic and Atmospheric Administration (NOAA) predicts the ambient temperature to fall below 35°F for 12 hours or more or to fall below 30°F for more than 4 hours, enclose the structure in such a way that the air temperature within the enclosure can be kept above 50°F for a period of 3 days after placing the concrete or until the concrete reaches a minimum compressive strength of 1,500 psi.

Assume all risks connected with the placing and curing of concrete. Although the Engineer may give permission to place concrete, the Contractor is responsible for satisfactory results. If the placed concrete is determined to be unsatisfactory, remove, dispose of, and replace the concrete at no expense to the Agency.

344-3.6.2 Concreting in Hot Weather: For Category 3, hot weather concreting is defined as the production, placing and curing of concrete when the concrete temperature at placing exceeds 86ºF but is less than 100ºF.

Spray reinforcing bars and metal forms with cool fresh water just prior to placing the concrete in a method approved by the Engineer.

Assume all risks associated with the placing and curing of concrete. Although the Engineer may give permission to place concrete, the Contractor is responsible for satisfactory results. If the placed concrete is determined to be unsatisfactory, remove, dispose of, and replace the concrete at no expense to the Agency.

Unless the specified hot weather concreting measures are in effect, reject concrete exceeding 85ºF at the time of placement. Regardless of special measures taken, reject concrete exceeding 100ºF. Predict the concrete temperatures at placement time and implement hot weather measures to avoid production shutdown.

344-3.7 Mixers: For Category 3 concrete, do not place concrete from a truck mixer that does not have a current FDOT mixer identification card.

344-3.8 Small Quantities of Concrete: With approval of the Engineer, small quantities of concrete, less than 3 cubic yards placed in one day and less than 0.5 cubic yards placed in a single placement may be accepted using a pre-bagged mixture. The Engineer may verify that the pre-bagged mixture is prepared in accordance with the manufacturer's recommendations and will meet the requirements of this Specification.

344-3.9 Sampling and Testing:

344-3.9.1 Category 1: The Engineer may sample and test the concrete to verify its quality. The minimum 28 day compressive strength requirement for this concrete is 2,500 psi.

344-3.9.2: Category 2: No sampling and testing is required by the Engineer for category 2.

344-3.9.3 Category 3: The Engineer will randomly select a sample from each LOT to determine its plastic properties and to make three 4 x 8 inch cylinders for testing by the Engineer at 28 days to ensure that the design compressive strength has been met for the class of concrete as specified in Table 344-1. A LOT is defined as the concrete placement of 200 cubic yards or one day's production, whichever is less.

344-3.10 Records: Ensure the following records are available for review for at least 3 years after final acceptance of the project:

1. Accepted concrete Plant QC Plan.
2. Approved concrete mix designs.
3. Materials source (delivery tickets, certifications, certified mill test reports).
4. A copy of the scale company or testing agency report showing the signature of the scale company representative, date of inspection, observed deviations from quantities checked during calibration of the scales and meters.
5. A copy of the documentation certifying the admixture weighing/measuring devices.
6. Aggregate moisture control records including date and time of test.
7. Manufacturer's mixer information.
8. Certification documents for admixture weighing and measuring dispensers.
9. A daily record of all concrete batched for delivery to the projects, including respective mix design numbers and quantities of batched concrete.

344-4 Acceptance of the Work.

344-4.1 Category 1 Work: Category 1 work will be accepted based on certification by the batcher and contractor on the delivery ticket.

344-4.2 Category 2 Work: Certify that the precast elements were produced by production facilities that are currently on the FDOT's Production Facility Listing for the types of products that they are producing. In addition, the producer's logo shall be stamped on the element. The producer shall not use the Florida Department of Transportation QC stamp on elements used on this project. Provide a statement of certification from the manufacturer of the precast element that the element meets the requirements of this Specification.

344-4.3 Category 3 Work: Category 3 concrete will be accepted based on the Engineer's test results for plastic properties and compressive strength requirements for the class of concrete as defined in Table 344-2. In addition, a Delivery Ticket as described in 344-3.5 will be required for acceptance of the material at the project site.

344-4.4 Small Quantities of Concrete: Category 3 concrete meeting the definition of 344-3.8 will be accepted in accordance with 344-4.3 based on test results for plastic properties and compressive strength.

344-5 Method of Measurement.

The quantities to be paid for will be the items shown in the plans, completed and accepted.

344-6 Basis of Payment.

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

SCOPE OF WORK – INTENT OF CONTRACT.
(REV 10-25-21) (FA 1-26-22) (FY 2024-25)

ARTICLE 4-1 is expanded by the following:

The Improvements under this Contract consist of The project involves the repairs necessary to restore Gillot Boulevard from approximately 90-feet north of the Biltman Street intersection for an approximate distance of 172-feet at the Biltman Waterway in Charlotte County within existing right of way to pre-storm condition from damage resulting from Tropical Storm Ian..

LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – LAWS TO BE OBSERVED - COMPLIANCE WITH FEDERAL ENDANGERED SPECIES ACT AND OTHER WILDLIFE REGULATIONS (MANATEE).
(REV 5-13-20) (FA 6-29-20) (FY 2024-25)

SUBARTICLE 7-1.4 is expanded by the following:

The Department has determined that the project occurs within the known habitat of manatees *(Trichechus manatus*).

The Department will provide instruction at a preconstruction meeting regarding:

1. The presence of the species and manatee speed zones.
2. The appearance, habits and biology of the species.
3. Their protected status.
4. The need to avoid collisions with and injury to the species.
5. The civil and criminal penalties for harming, harassing, or killing these species.

Advise all work crews of this information.

Operate all vessels at “Idle Speed/No Wake” at all times while in the construction area and while in water where the draft of the vessel provides less than a four-foot clearance from the bottom. Follow routes of deep water whenever possible.

Do not dredge river bottom for barge access.

Lower all equipment or material to the mudline in a controlled descent. Do not allow freefall of any equipment or material below the water surface.

Use fenders or buoys to prevent entrapping manatees between vessels and other structures.

Maintain taut mooring lines. If slack remains in the line, sleeve the line with PVC.

Advise all on-site project personnel they are responsible for observing water-related activities for the presence of manatees. Follow the requirements posted in the URL address in Spec 7-1.4 when manatees are observed.

Except for projects in Bay, Escambia, Franklin, Gilchrist, Gulf, Jefferson, Lafayette, Okaloosa, Santa Rosa, Suwannee and Walton:

1. Sediment or turbidity barriers shall be made of material which manatees cannot become entangled, shall be secured, and shall be monitored to avoid manatee entanglement or entrapment. Barriers must not impede manatee movement.
2. Temporary signs concerning manatees shall be posted prior to and during all in-water project activities. All signs are to be removed by the Contractor upon completion of the project. Temporary signs that have already been approved for this use by the FWC must be used. One sign which reads “Caution: Boaters”, must be posted in a location conspicuous to boating traffic. A second sign measuring at least 8-1/2 inches by 11 inches, explaining the requirements for “Idle Speed/No Wake” and the shutdown of in-water operations, must be posted in at least one location prominently visible to all onsite project personnel engaged in water-related activities. These signs can be viewed at: https://myfwc.com/wildlifehabitats/wildlife/manatee/education-for-marinas/

LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – LAWS TO BE OBSERVED - COMPLIANCE WITH FEDERAL ENDANGERED SPECIES ACT AND OTHER WILDLIFE REGULATIONS (SMALLTOOTH SAWFISH).
(REV 10-21-21) (FA 1-6-22) (FY 2024-25)

SUBARTICLE 7-1.4 is expanded by the following:

The Department has determined that the project occurs within the known habitat of smalltooth sawfish (*Pristis pectinata*).

The Department will provide instruction at a preconstruction meeting regarding:

1. The presence of species and limits of critical habitat.
2. The appearance, habits and biology of the species.
3. Their protected status.
4. The need to avoid collisions with these species.
5. The civil and criminal penalties for harming, harassing, or killing of these species.

Advise all work crews of this information.

Provide sediment and turbidity barriers constructed of material in which a smalltooth sawfish cannot become entangled. Secure and monitor the sediment and turbidity barriers to avoid protected species entrapment. Sediment and turbidity barriers may not block smalltooth sawfish entry to or exit from designated critical habitat without prior approval of the Engineer and concurrence from the National Marine Fisheries Service’s Protected Resources Division, St. Petersburg, Florida.

Operate all vessels at the minimum safe speed when transiting and maintain vigilant watch for smalltooth sawfish to avoid striking them. Operate at “Idle Speed/No Wake” speeds while in the construction area and in water depths where the draft of the vessel

provides less than a four-foot clearance from the bottom and in all depths after smalltooth sawfish has been observed and recently departed the area. Follow marked channels or routes of deep water whenever possible. Maintain a distance of 150 feet or greater between smalltooth sawfish and the vessel. When visibility is limited, assign a designated individual to observe for smalltooth sawfish and limit vessel operation to only daylight hours.

All on-site project personnel are responsible for observing water-related activities for the presence of smalltooth sawfish. When smalltooth sawfish are observed, follow the smalltooth sawfish guidelines posted in the URL address in 7-1.4.

LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC –LAWS TO BE OBSERVED - COMPLIANCE WITH FEDERAL ENDANGERED SPECIES ACT AND OTHER WILDLIFE REGULATIONS (INDIGO SNAKE).
(REV 5-25-17) (FA 6-13-17) (FY 2024-25)

SUBARTICLE 7-1.4 is expanded by the following:

The Department has determined that eastern indigo snake (*Drymarchon corais couperi*) habitat exists in the project limits. Implement the Standard Protection Measures for the Eastern Indigo Snake published by the US Fish and Wildlife Service which are available at: Eastern Indigo Snake Conservation | U.S. Fish & Wildlife Service (fws.gov).

THIS COMPLETES THIS SPECIFICATIONS PACKAGE

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Non-segregated 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. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
XI. Certification Regarding Use of Contract Funds for Lobbying
XII. Use of United States-Flag Vessels:

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, United States Code, as required in 23 CFR 633.102(b) (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). 23 CFR 633.102(e).

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. 23 CFR 633.102(e).

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) in accordance with 23 CFR 633.102. 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 solicitation-for-bids or request-for-proposals 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). 23 CFR 633.102(b).

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. 23 CFR 633.102(d).

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. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A 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 Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), 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 Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), 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 Part 230, Subpart A, 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 (*see* 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 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 Part 35 and 29 CFR Part 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. 23 CFR 230.409 (g)(4) & (5).

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, sexual orientation, gender identity, 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 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 or other knowledgeable company official.

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, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure 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. 23 CFR 230.409. 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, sexual orientation, gender identity, 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, sexual orientation, gender identity, 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 thereunder. 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, sexual orientation, gender identity, 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, 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. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient 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.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

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 more than $10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, 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, sexual orientation, gender identity, 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), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

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 (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), 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 basic hourly 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. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. 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 must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. 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 classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH–1321) must 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. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

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

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must 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 be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate 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 used 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) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) 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 will be sent by the contracting officer by email to *DBAconformance@dol.gov*. 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.

(4) 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 will, by email to *DBAconformance@dol.gov*, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The 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.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must 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.

d. *Fringe benefits not expressed as an hourly rate.* 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 may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* 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, in accordance with the criteria set forth in § 5.28, 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.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and 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.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements* (1) *Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; 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 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section 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 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must 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.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements* (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.,* the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH–347 or in any other format desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division website at *https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347/.pdf* or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working 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 29 CFR part 3; and

(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(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

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

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, 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, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform 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 (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must 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, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must 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 this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

c. 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. 23 CFR 230.111(e)(2). 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 journeyworkers 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 as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 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 as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, 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 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 40 U.S.C. 3144(b) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

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

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), 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 watchpersons 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. 29 CFR 5.5.

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 and interest from the date of the underpayment. 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 watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* 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.

* $31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, 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 that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

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” in paragraph 1 of Section VI 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: (based on longstanding interpretation)

(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. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), 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. Pursuant to 23 CFR 635.116(c), 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. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

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 Part 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. 23 CFR 635.108.

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 Part 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). 29 CFR 1926.10.

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 Part 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 11, 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 (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of $150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply 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). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

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. 2 CFR 180.220 and 1200.220.

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. 2 CFR 180.320.

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. 2 CFR 180.325.

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. 2 CFR 180.345 and 180.350.

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, Subpart I, 180.900-180.1020, and 1200. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient 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 recipient or subrecipient 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. 2 CFR 180.330.

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. 2 CFR 180.220 and 180.300.

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. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. 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 System for Award Management website (https://www.sam.gov/). 2 CFR 180.300, 180.320, and 180.325.

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 CFR 180.325.

* * * * *

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 CFR 180.335;.

(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, 2 CFR 180.800;

(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, 2 CFR 180.700 and 180.800; 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. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

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3. **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). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant 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. 2 CFR 180.365.

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, Subpart I, 180.900 – 180.1020, 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 recipient or subrecipient 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 recipient or subrecipient 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. 2 CFR 1200.220 and 1200.332.

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. 2 CFR 180.220 and 1200.220.

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 System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

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. 2 CFR 180.325.

* * * * *

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

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should 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 Part 20, App. A.

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.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor 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. 46 CFR 381.7.

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 (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)
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.

DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS, JACKSONVILLE DISTRICT
701 SAN MARCO BOULEVARD
JACKSONVILLE, FLORIDA 32207

December 10, 2024

South Atlantic Division
Regulatory Technical Regional
Execution Center
SAJ-2024-01470(NWP-KMR)

Joanne Vernon
Public Works, Charlotte County, Florida
7000 Florida Street
Punta Gorda, Florida 33950
Sent via email: joanne.vernon@charlottecountyfl.gov

Dear Ms. Vernon:

The U.S. Army Corps of Engineers (Corps) has completed the review of your application for a Department of the Army permit received on May 9, 2024. Your application was assigned file number SAJ-2024-01470. A review of the information and drawings provided indicates that the proposed work would result in the discharge of fill including 467 cubic yards of clean fill material and a 75 foot, 43-inch by 68-inch, elliptical concrete culvert pipe into 0.08 acre of wetlands to facilitate the repair of a storm-damaged roadway. The activities subject to this permit are authorized pursuant to authorities under Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. § 403), and Section 404 of the Clean Water Act (33 U.S.C. § 1344). The project is located in a man-made canal leading to the Myakka River; at a canal crossing on Gillot Boulevard between Blitman Street and Richards Avenue, within Section 19, Township 40 South, Range 21 East, in Port Charlotte, Charlotte County, Florida (Latitude 26.9791°, Longitude -82.2471°).

Your project, as depicted on the enclosed drawings, is authorized by Nationwide Permit (NWP) 14 (Linear Transportation Projects). **This verification is valid until March 14, 2026.** In order for this NWP authorization to be valid, you must ensure that the work is performed in accordance with the Nationwide Permit General Conditions, the Jacksonville District Regional Conditions, and the General and Project-Specific Special Conditions listed below. Furthermore, if you commence or are under contract to commence this activity before the date that the relevant NWP is modified or revoked, you will have 12 months from the date of the modification or revocation of the NWP to complete the activity under the present terms and conditions of this NWP. You can

access the U.S. Army Corps of Engineers' (Corps) Jacksonville District's Regulatory Source Book webpage for links to view NWP information at: https://www.saj.usace.army.mil/Missions/Regulatory/Source-Book/. Please be aware this Internet address is case sensitive and should be entered as it appears above. Once there, you will need to select "Nationwide Permits." Among other things, this part of the Source Book contains links to the federal register containing the text of the pertinent NWP authorization and the associated NWP general conditions, as well as separate links to the regional conditions applicable to the pertinent NWP verification.

You must comply with all of the special and general conditions for NWP-14, including any project-specific conditions included in this letter and all conditions incorporated by reference as described above.

General Conditions:

1. The time limit for completing the work authorized ends on **March 14, 2026**.

2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity, or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.

3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and state coordination required to determine if the remains warrant a recovery effort of if the site is eligible for listing in the National Register of Historic Places.

4. If you sell the property associated with this permit you must obtain the signature of the new owner on the attached transfer form and forward a copy to this office to validate the transfer of this authorization.

5. You must allow a representative from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

Project Specific Special Conditions:

The following project specific special conditions are included with this verification:

1. **Reporting Address:** The Permittee shall submit all reports, notifications, documentation, and correspondence required by the general and special conditions of this permit to either (not both) of the following addresses:

a. For electronic mail (preferred): SAJ-RD-Enforcement@usace.army.mil (not to exceed 15 MB).

b. For standard mail: U.S. Army Corps of Engineers, Regulatory Division, Enforcement Section, P.O. Box 4970, Jacksonville, FL 32232-0019.

The Permittee shall reference this permit number, SAJ-2024-01470 (NW –KMR), on all submittals.

2. **Commencement Notification:** Within 10 days from the date of initiating the work authorized by this permit, the Permittee shall submit a completed "Commencement Notification" form.

3. **Self-Certification:** Within 60 days of completion of the work authorized by this permit, the Permittee shall complete the attached "Self-Certification Statement of Compliance" form and submit it to the Corps. In the event that the completed work deviates in any manner from the authorized work, the Permittee shall describe the deviations between the work authorized by this permit and the work as constructed on the "Self-Certification Statement of Compliance" form. The description of any deviations on the "Self-Certification Statement of Compliance" form does not constitute approval of any deviations by the Corps.

4. **Assurance of Navigation and Maintenance:** The Permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structures or work herein authorized, or if in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the Permittee will be required, upon due notice from the U.S. Army Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

5. **Cultural Resources/Historic Properties:**

a. No structure or work shall adversely affect, impact, or disturb properties listed in the *National Register of Historic Places* (NRHP), or those eligible for inclusion in the NRHP.

b. If, during the ground disturbing activities and construction work within the permit area, there are archaeological/cultural materials encountered which were not the subject of a previous cultural resources assessment survey (and which shall include, but not be limited to: pottery, modified shell, human remains, ceramics, stone tools or metal implements, dugout canoes, evidence of structures or any other physical remains that could be associated with native cultures or early colonial settlement), the Permittee shall immediately stop all work and ground-disturbing activities within a 100-meter diameter of the discovery and notify the Corps at the addresses listed in the **Reporting Address Special Condition** within the same business day (8 hours). The Corps shall coordinate with the Florida State Historic Preservation Officer (SHPO) to assess the significance of the discovery and devise appropriate actions.

c. Additional cultural resources assessments may be required of the permit area in the case of unanticipated discoveries as referenced in accordance with the above Special Condition and, if deemed necessary by the SHPO or Corps, in accordance with 36 CFR 800 or 33 CFR 325, Appendix C (5). Based on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend, or revoke the permit in accordance with 33 CFR Part 325.7. Such activity shall not resume on non-federal lands without written authorization from the SHPO for finds under his or her jurisdiction, and from the Corps.

d. In the unlikely event that unmarked human remains are identified on non-federal lands; they will be treated in accordance with Section 872.05 Florida Statutes. All work and ground disturbing activities within a 100-meter diameter of the unmarked human remains shall immediately cease and the Permittee shall immediately notify the medical examiner, Corps, and State Archaeologist within the same business day (8-hours). The Corps shall then notify the appropriate SHPO. Based on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend, or revoke the permit in accordance with 33 CFR Part 325.7. Such activity shall not resume without written authorization from the SHPO and from the Corps.

6. **Erosion Control:** Prior to the initiation of any work authorized by this permit, the Permittee shall install erosion control measures along the perimeter of all work areas to prevent the displacement of fill material outside the work area into waters of the United States. The erosion control measures shall remain in place and be maintained until all authorized work is completed and the work areas are stabilized.

7. **Fill Material:** The Permittee shall use only clean fill material for this project. The fill material shall be free from items such as trash, debris, automotive parts,

asphalt, construction materials, concrete block with exposed reinforcement bars, and soils contaminated with any toxic substance in toxic amounts, in accordance with Section 307 of the Clean Water Act.

8. **Manatee Conditions:** The Permittee shall comply with the "Standard Manatee Conditions for In-Water Work – 2011". The most recent version of the Manatee Conditions must be utilized.

9. **Manatee Grates:** All culverts 8 inches to 8 feet in diameter must be grated to prevent manatee entrapment. Grates must be permanently fixed, spaced a maximum of 8 inches apart (may be less for culverts smaller than 16 inches in diameter) and may be installed diagonally, horizontally or vertically. For new culverts, grates must be attached prior to installation of the culverts. Culverts less than 8 inches or greater than 8 feet in diameter are exempt from this requirement.

10. **Protected Species Construction Conditions:** The Permittee shall comply with National Marine Fisheries Service's "Protected Species Construction Conditions, NOAA Fisheries Southeast Regional Office" dated May 2021.

11. **Vessel Strike Avoidance Measures:** The Permittee shall comply with the "Vessel Strike Avoidance Measures and Reporting for Mariners", revised May 2021, for marine turtles and marine mammals.

12. **Eastern Indigo Snake Protection Measures and Inspection:** Permittee shall comply with U.S. Fish and Wildlife Service's "Standard Protection Measures for the Eastern Indigo Snake" dated March 23, 2021.

This letter of authorization does not include conditions that would prevent the 'take' of a state-listed fish or wildlife species. These species are protected under sec. 379.411, Florida Statutes, and listed under Rule 68A-27, Florida Administrative Code. With regard to fish and wildlife species designated as species of special concern or threatened by the State of Florida, you are responsible for coordinating directly with the Florida Fish and Wildlife Conservation Commission (FWC). You can visit the FWC license and permitting webpage (http://www.myfwc.com/license/wildlife/) for more information, including a list of those fish and wildlife species designated as species of special concern or threatened. The Florida Natural Areas Inventory (http://www.fnai.org/) also maintains updated lists, by county, of documented occurrences of those species.

This letter of authorization does not give absolute Federal authority to perform the work as specified on your application. The proposed work may be subject to local building restrictions mandated by the National Flood Insurance Program. You should

contact your local office that issues building permits to determine if your site is located in a flood-prone area, and if you must comply with the local building requirements mandated by the National Flood Insurance Program.

This letter of authorization does not preclude the necessity to obtain any other Federal, State, or local permits, which may be required.

Thank you for your cooperation with our permit program. The Corps' Jacksonville District Regulatory Division is committed to improving service to our customers. We strive to perform our duty in a friendly and timely manner while working to preserve our environment. We invite you to complete our automated Customer Service Survey at https://regulatory.ops.usace.army.mil/customer-service-survey/. Please be aware this Internet address is case sensitive and you will need to enter it exactly as it appears above. Your input is appreciated – favorable or otherwise.

Should you have any questions related to this NWP verification or have issues accessing the documents referenced in this letter, please contact Kristopher Maedke-Russell at the South Atlantic Division Technical Regional Execution Center at 100 West Oglethorpe Avenue, Savannah, Georgia 31401, by telephone at 912-856-8203, or by email at kristopher.d.maedke-russell@usace.army.mil.

Sincerely,

Jason Sweeney
Senior Project Manager

Enclosures

Cc:
Tom Pride
Kisinger Campo & Associates, Corp
tpride@kcaeng.com

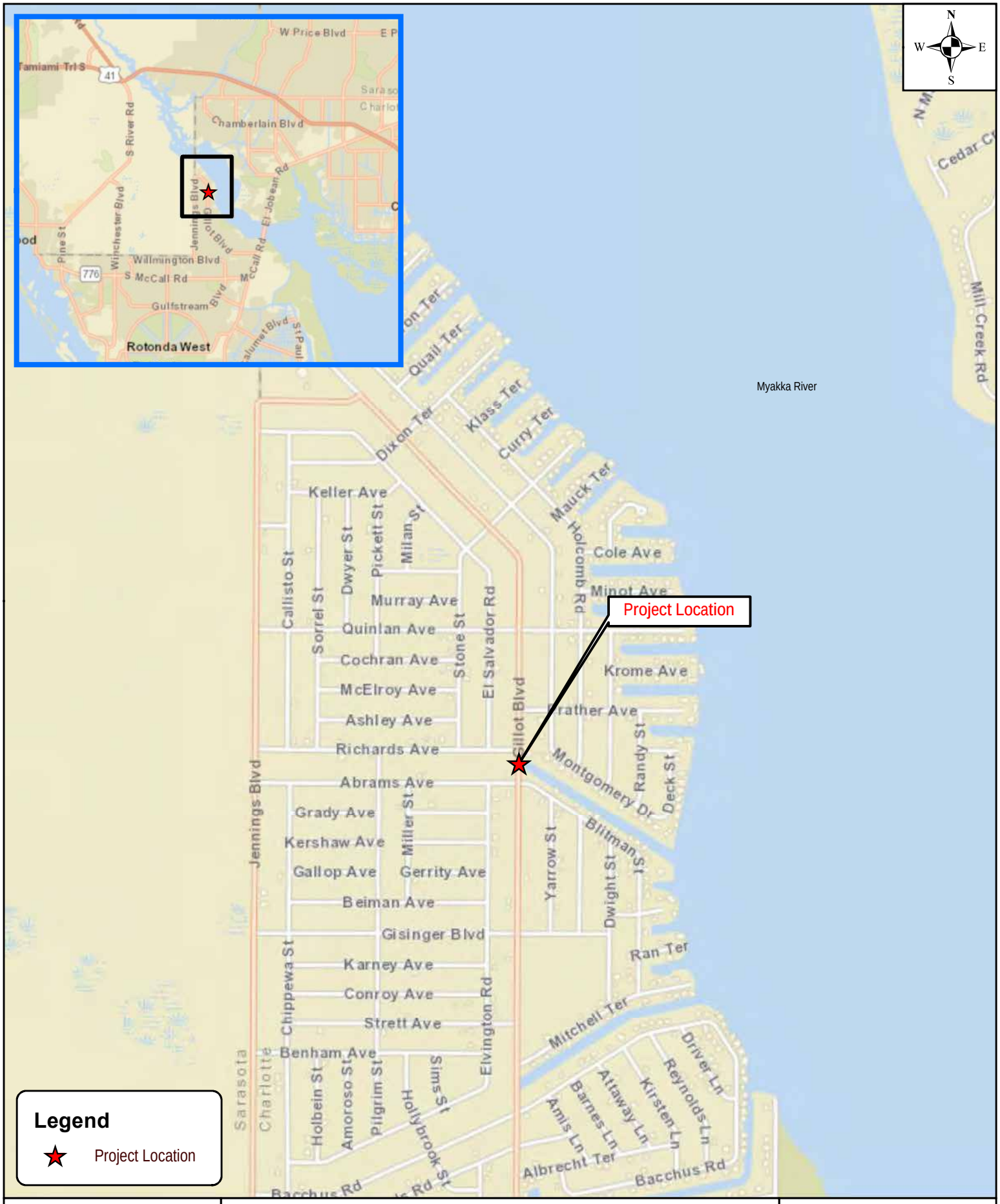


FIGURE 1

Project Location Map

Gillot Boulevard Emergency Repairs

FPID:453062-1-52-01
Charlotte County, Florida

0 500 1,000
Feet

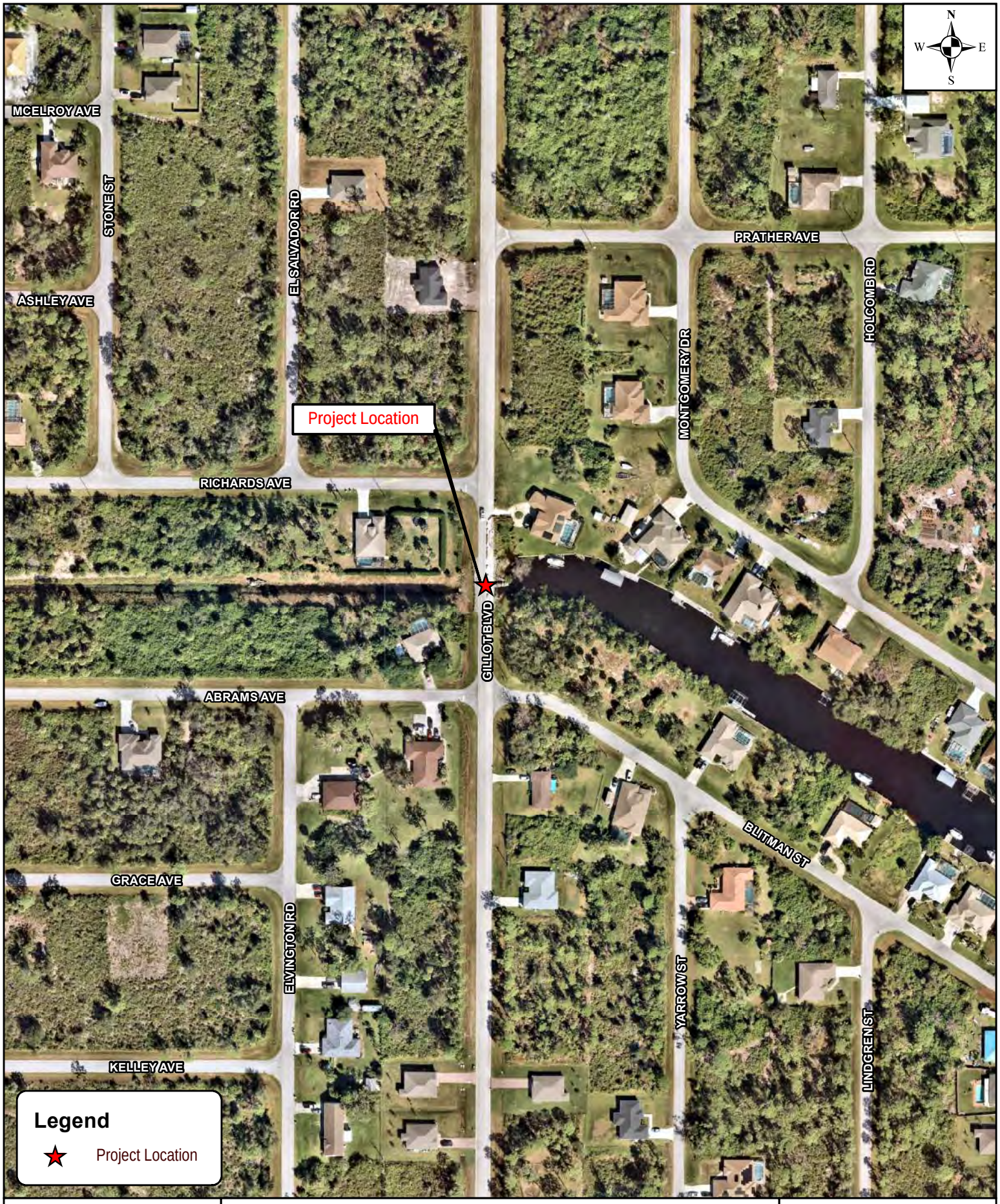


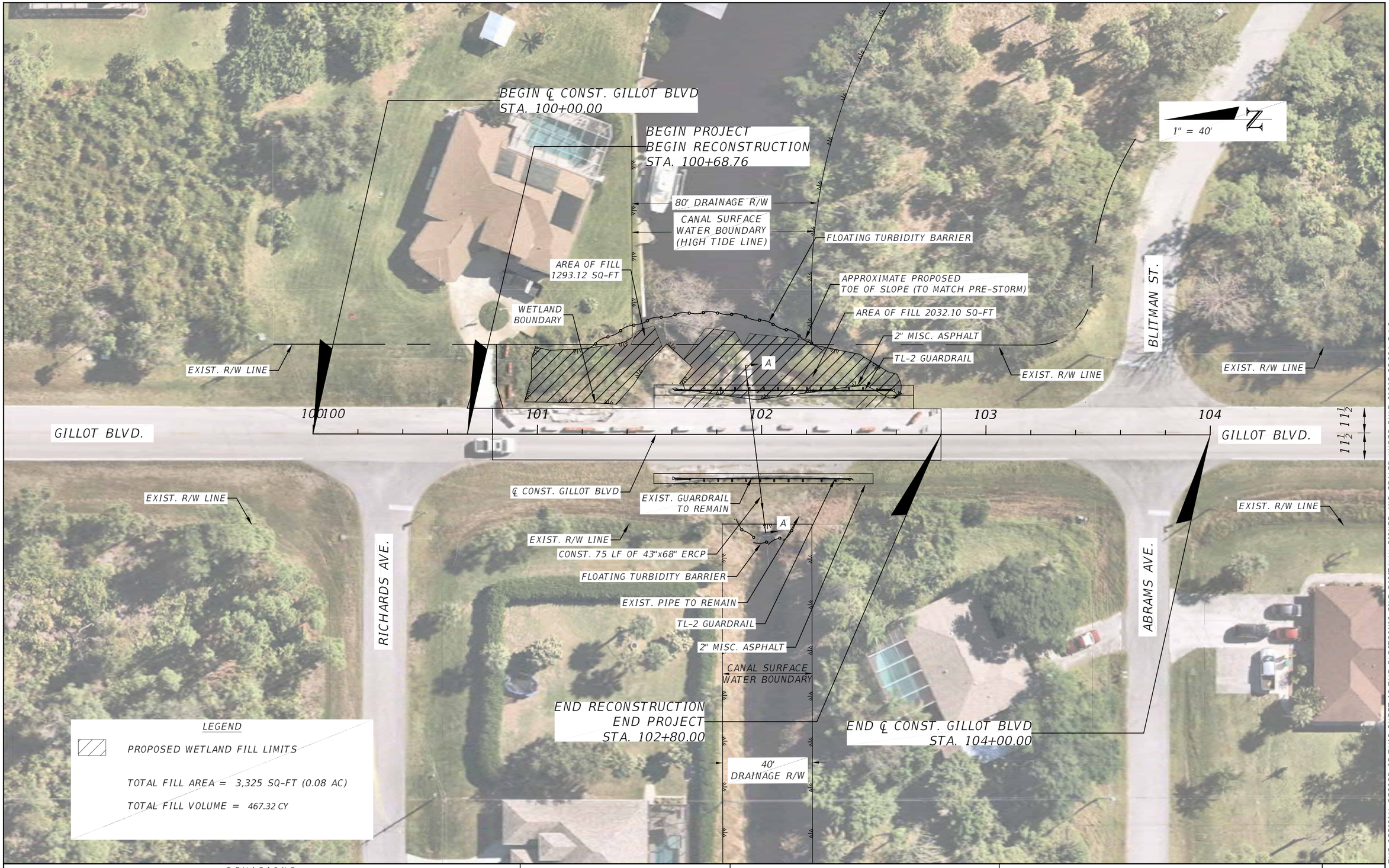
FIGURE 2

Project Aerial Map

Gillot Boulevard Emergency Repairs

FPID:453062-1-52-01
Charlotte County, Florida

0 100 200
Feet



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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

CARLOS A. ROSERO, P.E.
P.E. LICENSE NUMBER 87356
KISINGER CAMPO & ASSOCIATES
5201 BLUE LAGOON DRIVE, SUITE 828
MIAMI, FL 33126

CHARLOTTE COUNTY
DEPARTMENT OF PUBLIC WORKS ENGINEERING

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
N/A	CHARLOTTE	453062-1-52-01

GILLOT BLVD. EMERGENCY REPAIRS
PERMIT SKETCH - PLAN VIEW

SHEET NO. 1

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BEGIN ℄ CONST. GILLOT BLVD
STA. 100+00.00

BEGIN PROJECT
BEGIN RECONSTRUCTION
STA. 100+68.76

1" = 40'

80' DRAINAGE R/W

CANAL SURFACE
WATER BOUNDARY
(HIGH TIDE LINE)

FLOATING TURBIDITY BARRIER

AREA OF FILL
1293.12 SQ-FT

APPROXIMATE PROPOSED
TOE OF SLOPE (TO MATCH PRE-STORM)

WETLAND
BOUNDARY

AREA OF FILL 2032.10 SQ-FT

2" MISC. ASPHALT

TL-2 GUARDRAIL

EXIST. R/W LINE

EXIST. R/W LINE

BLITMAN ST.

EXIST. R/W LINE

100 100 101 102 103 104

GILLOT BLVD.

GILLOT BLVD.

$11\frac{1}{2}$ $11\frac{1}{2}$

℄ CONST. GILLOT BLVD

EXIST. GUARDRAIL
TO REMAIN

EXIST. R/W LINE

EXIST. R/W LINE

EXIST. R/W LINE

A

CONST. 75 LF OF 43"x68" ERCP

FLOATING TURBIDITY BARRIER

EXIST. PIPE TO REMAIN

TL-2 GUARDRAIL

2" MISC. ASPHALT

CANAL SURFACE
WATER BOUNDARY

RICHARDS AVE.

ABRAMS AVE.

END RECONSTRUCTION
END PROJECT
STA. 102+80.00

END ℄ CONST. GILLOT BLVD
STA. 104+00.00

40'
DRAINAGE R/W

LEGEND

PROPOSED WETLAND FILL LIMITS

TOTAL FILL AREA = 3,325 SQ-FT (0.08 AC)

TOTAL FILL VOLUME = 467.32 CY

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

CARLOS A. ROSERO, P.E.
P.E. LICENSE NUMBER 87356
KISINGER CAMPO & ASSOCIATES
5201 BLUE LAGOON DRIVE, SUITE 828
MIAMI, FL 33126

CHARLOTTE COUNTY
DEPARTMENT OF PUBLIC WORKS ENGINEERING

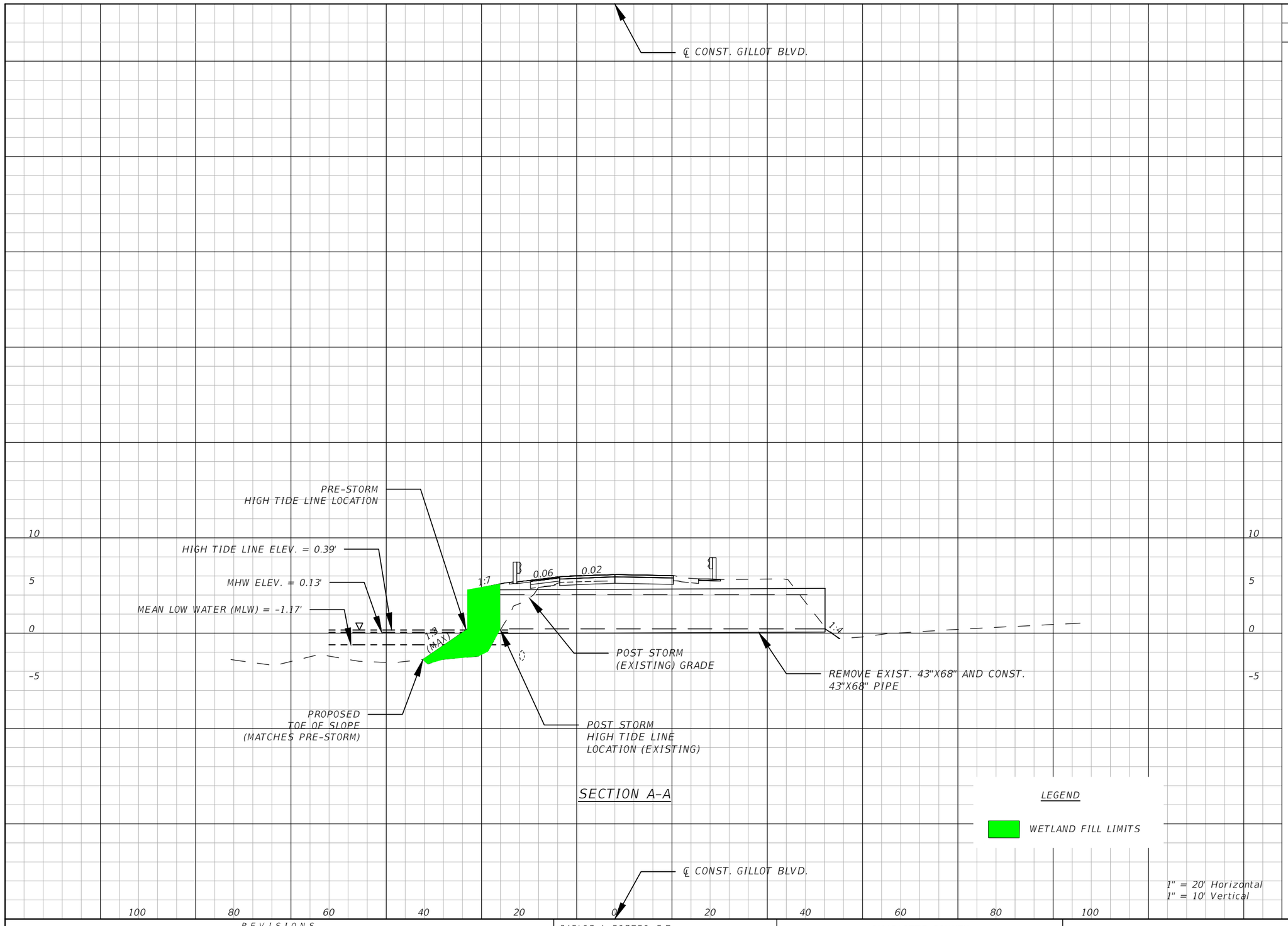
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
N/A	CHARLOTTE	453062-1-52-01

GILLOT BLVD. EMERGENCY REPAIRS
PERMIT SKETCH - PLAN VIEW

SHEET NO. 1

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Regular Exc.		Embankment	
A(sf)	V(cy)	A(sf)	V(cy)



SECTION A-A

LEGEND

WETLAND FILL LIMITS

1" = 20' Horizontal
1" = 10' Vertical

℄ CONST. GILLOT BLVD.

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

CARLOS A. ROSERO, P.E.
LICENSE NUMBER 87356
KISINGER CAMPO & ASSOCIATES
5201 BLUE LAGOON DRIVE, SUITE 828
MIAMI, FL 33126

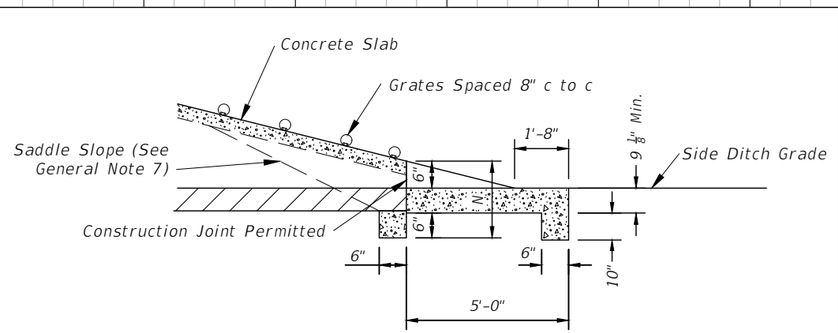
CHARLOTTE COUNTY
DEPARTMENT OF PUBLIC WORKS ENGINEERING

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
N/A	CHARLOTTE	453062-1-52-01

GILLOT BLVD. EMERGENCY REPAIRS PERMIT SKETCH - SECTION VIEW

SHEET NO. 2

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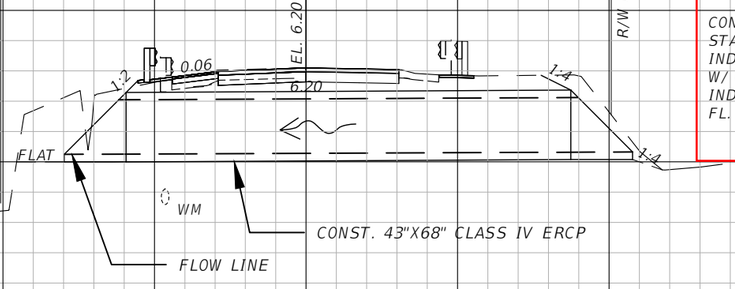
DETAIL "A"
GRATE & FASTENER DETAIL
N.T.S.

℄ CONST. GILLOT BLVD.

DRAINAGE R/W

S-1
CONST. CD MES (1:2)
STA. 101+92.63, 24.95' LT
INDEX 430-021
W/ GRATES AND
FASTENERS 8" C TO C
PER INDEX 430-022
(SEE DETAIL A)
FL. 0.50

R/W LINE



R/W LINE

S-1
CONST. CD MES (1:2)
STA. 102+01.68, 36.09' RT
INDEX 430-021
W/ GRATES AND FASTENERS 8" c to c PER
INDEX 430-022 (SEE DETAIL A)
FL. 0.66

DRAINAGE R/W

SKEWED SECTION

℄ CONST. GILLOT BLVD.

10 5 0 -5

100 80 60 40 20 0 20 40 60 80 100

1" = 20' Horizontal
1" = 10' Vertical

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

RAFAEL A. DEVONISH, P.E.
LICENSE NUMBER 96926
KISINGER CAMPO & ASSOCIATES
13461 PARKER COMMONS BLVD, SUITE 104
FORT MYERS, FL 33912

CHARLOTTE COUNTY
DEPARTMENT OF PUBLIC WORKS ENGINEERING

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
N/A	CHARLOTTE	453062-1-58-01

DRAINAGE STRUCTURES

SHEET NO. 9

Bryan Johnson 8/30/2024 8:38:59 AM

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DEPARTMENT OF THE ARMY PERMIT TRANSFER REQUEST

DA PERMIT NUMBER: SAJ-2024-01470(NWP-KMR)

When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. Although the construction period for works authorized by Department of the Army permits is finite, the permit itself, with its limitations, does not expire.

To validate the transfer of this permit and the associated responsibilities associated with compliance with its terms and conditions, have the transferee sign and date below and mail to the U.S. Army Corps of Engineers, Enforcement Section, Post Office Box 4970, Jacksonville, FL 32232-0019 or submit via electronic mail to: SAJ-RD-Enforcement@usace.army.mil (not to exceed 15 MB).

_____
(TRANSFEREE-SIGNATURE)

_____
(DATE)

_____
(NAME-PRINTED)

_____

_____
(MAILING ADDRESS)

_____
(CITY, STATE, ZIP CODE)

_____
(SUBDIVISION)

_____ _____
(LOT) (BLOCK)

_____
(STREET ADDRESS)

COMMENCEMENT NOTIFICATION

Within ten (10) days of initiating the authorized work, submit this form to via electronic mail to saj-rd-enforcement@usace.army.mil (preferred, not to exceed 15 MB) ***or*** *by standard mail to U.S. Army Corps of Engineers, Enforcement Section, P.O. Box 4970, Jacksonville, FL 32232-0019.*

1. **Department of the Army Permit Number**: SAJ-2024-01470(NWP-KMR)

2. **Permittee Information**:

   Name: _____

   Email: _____

   Address: _____

   _____

   Phone: _____

3. **Construction Start Date**: _____

4. **Contact to Schedule Inspection**:

   Name: _____

   Email: _____

   Phone: _____

_____
Signature of Permittee

_____
Printed Name of Permittee

_____
Date

SELF-CERTIFICATION STATEMENT OF COMPLIANCE

Within sixty (60) days of completion of the authorized work, submit this form via electronic mail to saj-rd-enforcement@usace.army.mil (preferred) or by standard mail to U.S. Army Corps of Engineers, Enforcement Section, P.O. Box 4970, Jacksonville, FL 32232-0019.

1. **Department of the Army Permit Number**: SAJ-2024-01470(NWP-KMR)

2. **Permittee Information**: Name: _____

   Email: _____

   Address: _____

   _____

   Phone: _____

3. **Date Authorized Work Started**: _____ **Completed**: _____

4. **Contact to Schedule Inspection**: Name: _____

   Email: _____

   Phone: _____

5. **Description of Authorized Work (e.g. bank stabilization, fill placed within wetlands, docks, dredging, etc.):** _____

_____

_____

6. **Acreage or Square Feet of Impacts to Waters of the United States**: _____

7. **Describe Mitigation completed (if applicable)**: _____

_____

_____

8. **Describe any Deviations from Permit (attach drawing(s) depicting the deviations)**:

_____

_____

****

I certify that all work, and mitigation (if applicable) was done in accordance with the limitations and conditions as described in the permit. Any deviations as described above are depicted on the attached drawing(s).

_____
Signature of Permittee

_____
Printed Name of Permittee

_____
Date

STANDARD MANATEE CONDITIONS FOR IN-WATER WORK

2011

The permittee shall comply with the following conditions intended to protect manatees from direct project effects:

a. All personnel associated with the project shall be instructed about the presence of manatees and manatee speed zones, and the need to avoid collisions with and injury to manatees. The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees which are protected under the Marine Mammal Protection Act, the Endangered Species Act, and the Florida Manatee Sanctuary Act.

b. All vessels associated with the construction project shall operate at "Idle Speed/No Wake" at all times while in the immediate area and while in water where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.

c. Siltation or turbidity barriers shall be made of material in which manatees cannot become entangled, shall be properly secured, and shall be regularly monitored to avoid manatee entanglement or entrapment. Barriers must not impede manatee movement.

d. All on-site project personnel are responsible for observing water-related activities for the presence of manatee(s). All in-water operations, including vessels, must be shutdown if a manatee(s) comes within 50 feet of the operation. Activities will not resume until the manatee(s) has moved beyond the 50-foot radius of the project operation, or until 30 minutes elapses if the manatee(s) has not reappeared within 50 feet of the operation. Animals must not be herded away or harassed into leaving.

e. Any collision with or injury to a manatee shall be reported immediately to the Florida Fish and Wildlife Conservation Commission (FWC) Hotline at 1-888-404-3922. Collision and/or injury should also be reported to the U.S. Fish and Wildlife Service in Jacksonville (1-904-731-3336) for north Florida or Vero Beach (1-772-562-3909) for south Florida, and to FWC at ImperiledSpecies@myFWC.com

f. Temporary signs concerning manatees shall be posted prior to and during all in-water project activities. All signs are to be removed by the permittee upon completion of the project. Temporary signs that have already been approved for this use by the FWC must be used. One sign which reads *Caution: Boaters* must be posted. A second sign measuring at least 8 ½" by 11" explaining the requirements for "Idle Speed/No Wake" and the shut down of in-water operations must be posted in a location prominently visible to all personnel engaged in water-related activities. These signs can be viewed at MyFWC.com/manatee. Questions concerning these signs can be sent to the email address listed above.

CAUTION: MANATEE HABITAT

All project vessels

IDLE SPEED / NO WAKE

When a manatee is within 50 feet of work
all in-water activities must

SHUT DOWN

Report any collision with or injury to a manatee:

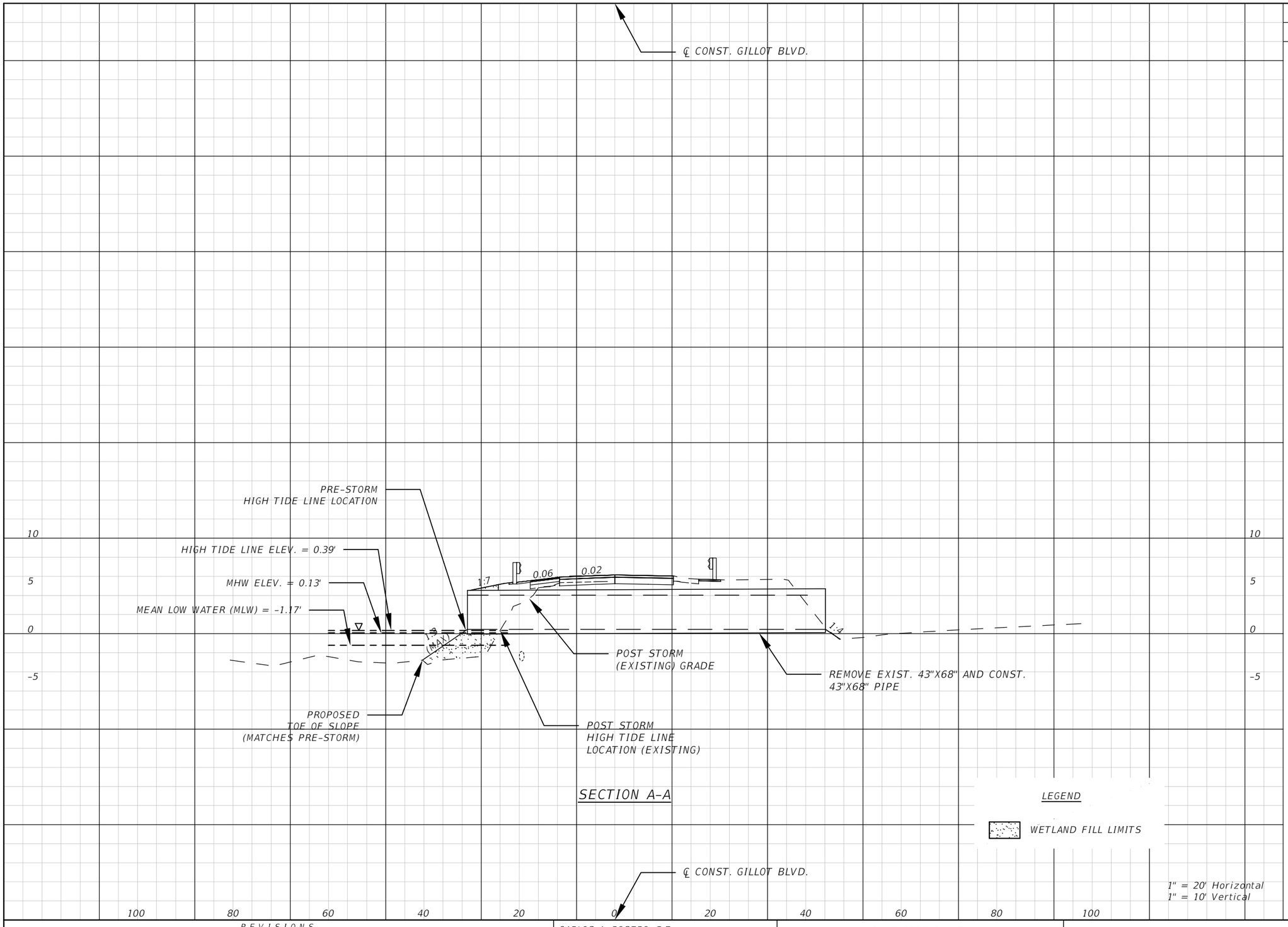


Wildlife Alert:

1-888-404-FWCC(3922)

cell *FWC or #FWC

Regular Exc.		Embankment	
A(sf)	V(cy)	A(sf)	V(cy)



SECTION A-A

LEGEND

WETLAND FILL LIMITS

1" = 20' Horizontal
1" = 10' 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

CARLOS A. ROSERO, P.E.
LICENSE NUMBER 87356
KISINGER CAMPO & ASSOCIATES
5201 BLUE LAGOON DRIVE, SUITE 828
MIAMI, FL 33126

CHARLOTTE COUNTY
DEPARTMENT OF PUBLIC WORKS ENGINEERING

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
N/A	CHARLOTTE	453062-1-52-01

GILLOT BLVD. EMERGENCY REPAIRS PERMIT SKETCH - SECTION VIEW

SHEET NO. 2

Bryan Johnson 5/22/2024 9:09:48 AM C:\pwworkingdir\kca-pw.bentley.com_kca-pw-01\bryan johnson\dms83307\RDXSENV01.dwg

4. When a protected species is sighted, attempt to maintain a distance of 150 feet or greater between the animal and the vessel. Reduce speed and avoid abrupt changes in direction until the animal(s) has left the area.

5. When dolphins are bow- or wake-riding, maintain course and speed as long as it is safe to do so or until the animal(s) leave the vicinity of the vessel.

6. If a whale is sighted in the vessel's path or within 300 feet from the vessel, reduce speed and shift the engine to neutral. Do not engage the engines until the animals are clear of the area. *Please see below for additional requirements for North Atlantic right whales.*

7. If a whale is sighted farther than 300 feet from the vessel, maintain a distance of 300 feet or greater between the whale and the vessel and reduce speed to 10 knots or less. *Please see below for additional requirements for North Atlantic right whales.*

Injured or Dead Protected Species Reporting
Vessel crews should report sightings of any injured or dead protected species immediately regardless of whether the injury or death is caused by your vessel. Please see How to Report a Stranded or Injured Marine Animal (https://www.fisheries.noaa.gov/report) for the most up to date information for reporting injured or dead protected species.

If the injury or death is caused by your vessel, also report the interaction to NOAA Fisheries SERO PRD at takereport.nmfsser@noaa.gov. Please include the species involved, the circumstances of the interaction, the fate and disposition of the animal involved, photos (if available), and contact information for the person who can provide additional details if requested. Please include the project's Environmental Consultation Organizer (ECO) number and project title in the subject line of email reports if a consultation has been completed.

Reporting Violations
To report any suspected ESA or MMPA violation, call the NOAA Fisheries Enforcement Hotline. This hotline is available 24 hours a day, 7 days week for anyone in the United States.

NOAA Fisheries Enforcement Hotline: (800) 853-1964

Additional Transit and Reporting Requirements for North Atlantic Right Whales

1. Federal regulation prohibits approaching or remaining within 500 yards of a North Atlantic right whale (50 CFR 224.103 (c)). All whales sighted within North Atlantic right whale critical habitat should be assumed to be right whales. Please be aware and follow restrictions for all Seasonal Management Areas along the U.S. east coast. These areas have vessel speed restrictions to reduce vessel strikes risks to migrating or feeding whales. More information can be found at Reducing Vessel Strikes to North Atlantic Right Whales (https://www.fisheries.noaa.gov/national/endangered-species-conservation/reducing-vessel-strikes-north-atlantic-right-whales).

2. Ships greater than 300 gross tons entering the WHALESOUTH reporting area are required to report to a shore-based station. For more information on reporting procedures consult 33 CFR Part 169, the Coast Pilot, or at Reducing Vessel Strikes to North Atlantic

Right Whales (https://www.fisheries.noaa.gov/national/endangered-species-conservation/reducing-vessel-strikes-north-atlantic-right-whales).

3. From November through April, vessels approaching/departing Florida ports of Jacksonville and Fernandina Beach as well as Brunswick Harbor, Georgia are STRONGLY RECOMMENDED to use Two-Way Routes displayed on nautical charts. More information on Compliance with the Right Whale Ship Strike Reduction Rule can be found at (https://media.fisheries.noaa.gov/2021-06/compliance_guide_for_right_whale_ship_strike_reduction.pdf)

4. Mariners shall check with various communication media for general information regarding avoiding vessel strikes and specific information regarding North Atlantic right whale sighting locations. These include NOAA weather radio, U.S. Coast Guard Broadcast to Mariners, Local Notice to Mariners, and NAVTEX. Commercial mariners calling on United States ports should view the most recent version of the NOAA/USCG produced training CD entitled "A Prudent Mariner's Guide to Right Whale Protection" (contact the NOAA Fisheries SERO, Protected Resources Division for more information regarding the CD).

5. Injured, dead, or entangled right whales should be immediately reported to the U.S. Coast Guard via VHF Channel 16 and the NOAA Fisheries Southeast Marine Mammal Stranding Hotline at (877) WHALE HELP (877-942-5343).

For additional information, please contact NOAA Fisheries SERO PRD at:
NOAA Fisheries Service
Southeast Regional Office
263 13th Avenue South
St. Petersburg, Florida 33701
Visit us on the web at Protected Marine Life in the Southeast
(https://www.fisheries.noaa.gov/region/southeast#protected-marine-life)

Revised: May 2021

STANDARD PROTECTION MEASURES FOR THE EASTERN INDIGO SNAKE

U.S. Fish and Wildlife Service

May 2024

The Standard Protection Measures for the Eastern Indigo Snake (Plan) below has been developed by the U.S. Fish and Wildlife Service (USFWS) in Florida and Georgia for use by project proponents and their construction personnel help minimize adverse impacts to eastern indigo snakes. However, implementation of this Plan does not replace any state of federal consultation or regulatory requirements. At least 30 days prior to any land disturbance activities, the project proponent shall notify the appropriate USFWS Field Office (see Field Office contact information) via e-mail that the Plan will be implemented as described below.

As long as the signatory of the e-mail certifies compliance with the below Plan (including use of the approved poster and pamphlet (USFWS Eastern Indigo Snake Conservation webpage), no further written confirmation or approval from the USFWS is needed regarding use of this Plan as a component of the project.

If the project proponent decides to use an eastern indigo snake protection/education plan other than the approved Plan below, written confirmation or approval from the USFWS that the plan is adequate must be obtained. The project proponent shall submit their unique plan for review and approval. The USFWS will respond via e-mail, typically within 30 days of receiving the plan, either concurring that the plan is adequate or requesting additional information. A concurrence e-mail from the appropriate USFWS Field Office will fulfill approval requirements.

STANDARD PROTECTION MEASURES

BEFORE AND DURING CONSTRUCTION ACTIVITIES:

- All Project personnel shall be notified about the potential presence and appearance of the federally protected eastern indigo snake (*Drymarchon couperi*).
- All personnel shall be advised that there are civil and criminal penalties for harassing, harming, pursuing, hunting, shooting, wounding, killing, capturing, or collecting the species, in knowing violation of the Endangered Species Act of 1973.
- The project proponent or designated agent will post educational posters in the construction office and throughout the construction site. The posters must be clearly visible to all construction staff and shall be posted in a conspicuous location in the

Project field office until such time that Project construction has been completed and time charges have stopped.

- Prior to the onset of construction activities, the project proponent or designated agent will conduct a meeting with all construction staff (annually for multi-year projects) to discuss identification of the snake, its protected status, what to do if a snake is observed within the project area, and applicable penalties that may be imposed if state and/or federal regulations are violated. An educational pamphlet including color photographs of the snake will be given to each staff member in attendance and additional copies will be provided to the construction superintendent to make available in the onsite construction office. Photos of eastern indigo snakes may be accessed on USFWS, Florida Fish and Wildlife Conservation Commission and/or Georgia Department of Natural Resources websites.
- Each day, prior to the commencement of maintenance or construction activities, the Contractor shall perform a thorough inspection for the species of all worksite equipment.
- If an eastern indigo snake (alive, dead or skin shed) is observed on the project site during construction activities, all such activities are to cease until the established procedures are implemented according to the Plan, which includes notification of the appropriate USFWS Office. The contact information for the USFWS is provided below and on the referenced posters and pamphlets.
- During initial site clearing activities, an onsite observer is recommended to determine whether habitat conditions suggest a reasonable probability of an eastern indigo snake sighting (example: discovery of snake sheds, tracks, lots of refugia and cavities present in the area of clearing activities, and presence of gopher tortoises and burrows).
- Periodically during construction activities, the project area should be visited to observe the condition of the posters and Plan materials and replace them as needed. Construction personnel should be reminded of the instructions (above) as to what is expected if any eastern indigo snakes are seen.
- For erosion control use biodegradable, 100% natural fiber, net-free rolled erosion control blankets to avoid wildlife entanglement.

POST CONSTRUCTION ACTIVITIES:

Whether or not eastern indigo snakes are observed during construction activities, a monitoring report should be submitted to the appropriate USFWS Field Office within 60 days of project completion (See USFWS Field Office Contact Information).

USFWS FIELD OFFICE CONTACT INFORMATION

Georgia Field Office: Phone: (706) 613-9493, email: gaes_assistance@fws.gov
Florida Field Office: Phone: (352) 448-9151, email: fw4flesregs@fws.gov

POSTER & PAMPHLET INFORMATION

Posters with the following information shall be placed at strategic locations on the construction site and along any proposed access roads (final posters for Plan compliance are available on our website in English and Spanish and should be printed on 11 x 17in or larger paper and laminated (USFWS Eastern Indigo Snake Conservation webpage). Pamphlets are also available on our webpage and should be printed on 8.5 x 11in paper and folded, and available and distributed to staff working on the site.

POSTER CONTENT (ENGLISH):

ATTENTION

Federally-Threatened Eastern Indigo Snakes may be present on this site!

Killing, harming, or harassing eastern indigo snakes is strictly prohibited and punishable under State and Federal Law.

IF YOU SEE A LIVE EASTERN INDIGO SNAKE ON THE SITE:

• Stop land disturbing activities and allow the snake time to move away from the site without interference. Do NOT attempt to touch or handle the snake.

• Take photographs of the snake, if possible, for identification and documentation purposes.

• Immediately notify supervisor/agent, and a U.S. Fish and Wildlife Service (USFWS) Ecological Services Field Office, with the location information and condition of the snake.

• If the snake is located near clearing or construction activities that will cause harm to the snake, the activities must pause until a representative of the USFWS returns the call (within one day) with further guidance.

IF YOU SEE A DEAD EASTERN INDIGO SNAKE ON THE SITE:

• Stop land disturbing activities and immediately notify supervisor/applicant, and a USFWS Ecological Services Field Office, with the location information and condition of the snake.

• Take photographs of the snake, if possible, for identification and documentation purposes.

• Thoroughly soak the dead snake in water and then freeze the specimen. The appropriate wildlife agency will retrieve the dead snake.

DESCRIPTION: The eastern indigo snake is one of the largest non-venomous snakes in North America, reaching up to 8 ft long. Named for the glossy, blue-black scales above and slate blue below, they often have orange to reddish color (cream color in some cases)

in the throat area. They are not typically aggressive.

SIMILAR SPECIES: The black racer resembles the eastern indigo snake. However, black racers have a white or cream chin, and thinner bodies.

LIFE HISTORY: Eastern indigo snakes live in a variety of terrestrial habitat types. Although they prefer uplands, they also use wetlands and agricultural areas. They will shelter inside gopher tortoise burrows, other animal burrows, stumps, roots, and debris piles. Females may lay from 4 to 12 white eggs as early as April through June, with young hatching in late July through October.

PROTECTED STATUS: The eastern indigo snake is protected by the USFWS, Florida Fish and Wildlife Conservation Commission, and Georgia Department of Natural Resources. Any attempt to kill, harm, harass, pursue, hunt, shoot, wound, trap, capture, collect, or engage eastern indigo snakes is prohibited by the U.S. Endangered Species Act. Penalties include a maximum fine of $25,000 for civil violations and up to $50,000 and/or imprisonment for criminal offenses. Only authorized individuals with a permit (or an Incidental Take Statement associated with a USFWS Biological Opinion) may handle an eastern indigo snake.

Please contact your nearest USFWS Ecological Services Field Office if a live or dead eastern indigo snake is encountered:

Florida Office: (352) 448-9151

Georgia Office: (706) 613-9493

POSTER CONTENT (SPANISH):

ATENCIÓN

¡Especie amenazada, la culebra Índigo del Este, puede ocupar el área!

Matar, herir o hostigar culebras Índigo del Este es estrictamente prohibido bajo la Ley Federal.

SI VES UNA CULEBRA ÍNDIGO DEL ESTE O UNA CULEBRA NEGRA VIVA EN EL ÁREA:

• Pare excavación y permite el movimiento de la culebra fuera del área sin interferir. NO atentes tocar o recoger la culebra.

• Fotografié la culebra si es posible para identificación y documentación.

• Notifique supervisor/agente, y la Oficina de Campo de Servicios Ecológicos del Servicio Federal de Pesca y Vida Silvestre (USFWS) apropiada con información acerca del sitio y condición de la culebra.

• Si la culebra está cerca de un área de construcción que le pueda causar daño, las actividades deben parar hasta un representante del USFWS regrese la llamada (dentro de un día) con más orientación.

SI VES UNA CULEBRA ÍNDIGO DEL ESTE MUERTA EN EL ÁREA:

• Pare excavación. Notifique supervisor/aplicante, y la Oficina de Campo de Servicios Ecológicos apropiada con información acerca del sitio y condición de la culebra.

• Fotografié la culebra si es posible para identificación y documentación.

• Emerge completamente la culebra en agua y congele la especie hasta que personal apropiado de la agencia de vida silvestre la recoja.

DESCRIPCIÓN. La culebra Índigo del Este es una de las serpientes sin veneno más grande en Norte América, alcanzando hasta 8 pies de largo. Su nombre proviene del color azul-negro brilloso de sus escamas, pero pueden tener un color anaranjado-rojizo (color crema en algunos casos) en su mandíbula inferior. No tienden a ser agresivas.

SERPIENTES PARECIDAS. La corredora negra, que es de color negro sólido, es la única otra serpiente que se asemeja a la Índigo del Este. La corredora negra se diferencia por una mandíbula inferior color blanca o crema y un cuerpo más delgado.

HÁBITATS Y ECOLOGÍA. La culebra Índigo del Este vive en una variedad de hábitats, incluyendo tierras secas, humedales, y áreas de agricultura. Ellas buscan refugio en agujeros o huecos de tierra, en especial madrigueras de tortugas de tierra. Las hembras ponen 4 hasta 12 huevos blancos entre abril y junio, y la cría emergen entre julio y octubre.

PROTECCIÓN LEGAL. La culebra Índigo del Este es clasificada como especie amenazada por el USFWS, la Comisión de Conservación de Pesca y Vida Silvestre de Florida y el Departamento de Recursos Naturales de Georgia. Intento de matar, hostigar, herir, lastimar, perseguir, cazar, disparar, capturar, colectar o conducta parecida hacia las culebras Índigo del Este es prohibido por la Ley Federal de Especies en Peligro de Extinción. Penalidades incluyen un máximo de $25,000 por violaciones civiles y $50,000 y/o encarcelamiento por actos criminales. Solos individuales autorizados con un permiso o Determinación de toma incidental (Incidental Take Statement) asociado con una Opinión Biológico del USFWS pueden recoger una Índigo del Este.

Por favor de contactar tu Oficina de Campo de Servicios Ecológicos más cercana si encuentras una culebra Índigo del Este viva o muerta:

Oficina de Florida: (352) 448-9151

Oficina de Georgia: (706) 613-9493

U.S. Department of Transportation
Federal Highway Administration

DETAILED DAMAGE INSPECTION REPORT (DDIR)

Title 23 Emergency Relief Program

FHWA Disaster Number: FL-22-01

Disaster Date: 09/28/2022

Site Location (Name of road, milepost, coordinates, distance from nearest intersection, etc.)
Gillot Blvd., Roadway ID 01509000, approximately .04 miles north of Blitman Street at MP 3.662 in Charlotte County (26.979437, -82.247168)

Report Number: IN-01-008

Inspection Date: 10/3/2022

Description of Damage (Provide specific details - Bituminous shoulder undermined, slope failure, washed out culvert, etc.)
Roadway, guardrail, guardrail asphalt pad, unpaved shoulder, swale, drainage and embankment washout along roadway and guardrail on Gillot Blvd. approximately .04 miles north of Blitman Street . Washout approximately 170' x 30' x varying depths. Damages include roadway, embankment, guardrail, and sod.

Federal-aid Route Number: 01509000

State/County/City: Florida/Charlotte

Congressional District: 17

Verify the following for DDIR approval consideration.

- [x] Map of damaged site (if adjoining locations are combined to one site, all locations must be shown).
- [x] Photos of the damaged site.
- [x] Damaged site is on an eligible federal-aid highway. (not functionally classified as a local or rural minor collector).

*NEPA is required for all emergency and permanent repair projects.
*All construction projects shall comply with federal requirements (FHWA 1273, Davis bacon, etc.).
*Permanent repair projects require prior FHWA Authorization.
*Each site must have suffered $5,000 in actual damage to be eligible.
*Sites within ¼ of a mile may be grouped together to form a site.

SECTION 1: EMERGENCY REPAIR COST ESTIMATE

Emergency Repairs

Work Items	Unit	Unit Price	Quantity	Cost

Contracting Method
- [ ] Force Account
- [ ] Standard Competitively Bid Contract
- [ ] Negotiated Contract
- [ ] Other (state type of contracting method)

Was a detour used as the emergency repairs?
- [ ] Yes
- [ ] No (Justification required)

Contracting Agency
- [ ] FDOT
- [ ] LAP
- [ ] Tribe

Preliminary Engineering (PE)	
Construction Engineering (CE)	
Right-of-Way	
Emergency Repair Total	$ 0.00

DETAILED DAMAGE INSPECTION REPORT (DDIR)

U.S. Department of Transportation
Federal Highway Administration

Title 23 Emergency Relief Program

Report Number IN-01-008

SECTION 2: PERMANENT REPAIR COST ESTIMATE

Permanent Repairs

Work Items	Unit	Unit Price	Quantity	Cost
Charlotte County Roadway Repair Permanent Gillot Blvd				
See Attachment A for a table of the cost breakdown	LS	$567,960.00	1	$ 567,960.00

Contracting Method (Tentative)

☑ Standard Competitively Bid Contract
☐ Other (Prior FHWA approval is required)

Contracting Agency
☐ FDOT ☑ LAP ☐ Tribe

Preliminary Engineering (PE)	$ 56,796.00
Construction Engineering (CE)	$ 68,155.20
Right-of-Way	
Permanent Repair Total	$ 692,911.20
Estimated Total Repair Cost	$ 692,911.20

1. Were permanent repairs performed under a pre-event contract? (If yes, provide contract #)

   N/A

Additional Notes:

Signature for Local Agency Recommendation	Date	Signature for State DOT Recommendation	Date
William D. Truex	9/26/23		

DDIR approval does not constitute a funding authorization. An ER application must be approved by the FHWA Division Administrator before funds can be authorized (23 CFR § 668.111(c)).

FOR FHWA ONLY — Site Eligible ☐ Yes ☐ No

Signature for DDIR Approval	Date	Comments

Attest:
Roger D. Eaton, Clerk of the Circuit Court and Ex-officio Clerk of the Board of County Commissioners

By: _____ Deputy Clerk

Approved as to Form and Legal Sufficiency

Janette S. Knowlton, County Attorney
LR23-0834 (PSP)

DATE: 05/11/2023

TO: District LAP Administrator / Coordinator

FROM: Lindsey Johnson, Projects Manager

CC: District LAP Design Project Manager

SUBJECT: SUBJECT: **Utilities Clear**
Agency:Charlotte County Board of County Commissioners
FM #: 453062-1-38/58/68-01

Description: Hurricane Ian Damage Repairs to 3432-3458 Gillot Blvd at Biltman Waterway.

This is to certify that all utility work has been completed or necessary arrangements made to undertake and complete this project as required for proper coordination with the physical construction schedule.

Johnson, Lindsey Digitally signed by Johnson, Lindsey
Date: 2023.05.11 16:40:35 -04'00'

Lindsey Johnson, Local Agency Projects Manager Date

PUBLIC WORKS ENGINEERING
7000 Florida Street | Punta Gorda, Florida 33950
Phone: 941.575.3651 | Fax: 941.575.3664

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

LAP CERTIFICATION

575-095-05
RIGHT OF WAY
01/17

R/W ITEM/SEGMENT NO.:	453062-1-38/58/68-01	MANAGING DISTRICT:	1
CONSTRUCTION ITEM/SEGMENT NO.:		STATE ROAD:	01509000
F.A.P. NO. (Construction):		DESCRIPTION:	Repairs to Gillot Blvd at Biltman Waterway
COUNTY:	Charlotte		
LETTING DATE:			

The undersigned hereby certifies as follows:

Title to all property and easements needed for the above construction project is vested in the Florida Department of Transportation (Department) or a state or local government. The Department has obtained sufficient authority to construct and maintain the proposed improvements on property and easements owned by state or local governments. Further:

Acquisition

☒ Right of way was not acquired for this project.

☐ Right of way was acquired for this project in compliance with applicable state and federal law.

Relocation

☒ No persons or businesses were required to move or move personal property from the project right of way.

☐ All persons and businesses that were required to move or move personal property from the project right of way have been provided relocation assistance in compliance with applicable state and federal law.

Demolition

☐ No structures or improvements, including encroachments, required removal from the project right of way.

☒ All structures and/or improvements, including encroachments, have been removed from the project right of way in compliance with applicable state and federal law, or will be included in the construction contract.

Asbestos Abatement

☐ No structures or improvements requiring asbestos abatement were located on the project right of way.

☒ Asbestos abatement of buildings and/or structures, including those to be removed by the construction contractor, has been completed in compliance with applicable state and federal law, or will be included in the construction contract.

Submitted by Local Agency: Johnson, Lindsey Digitally signed by Johnson, Lindsey Date: 2023.05.11 16:39:47 -04'00'

Title: Lindsey Johnson, Projects Manager Date:

Certified by FDOT:

Title: Date:

DATE: 05/11/2023

TO: District LAP Administrator / Coordinator

FROM: Lindsey Johnson, Projects Manager

CC: District LAP Design Project Manager

SUBJECT: Railroad Certification
Agency: Charlotte County Board of County Commissioners
FM #: 453062-1-38/58/68-01

Description: Hurricane Ian Damage Repairs to 3432-3458 Gillot Blvd at Biltman Waterway.

The referenced project DOES NOT have railroad involvement within the limits of the project.

The Gillot Blvd Biltman Waterway Project in the Gulf Cove area will require the following roadway and swale restoration to include but not limited to cleaning out and restoring of all drainage swale and piped systems and reconstructing the roadway. Roadway will need to be restored from centerline to shoulder for the length of damage. All drainage pipes, including roadway crossing pipes, must be cleaned, and restored or replaced. All drainage pipes to be RCP. There is asbestos pipe within the right-of-way that will need to be removed and replaced with 16" C900 PVC from valve to valve. Guardrail will need to be installed and canal bank restoration will be required with the installation of Concrete Fabric Form from behind guard rail down canal slopes. Proper warning and street signs will need to be replaced.

You may consider this project to be railroad **CLEAR**.

Johnson, Lindsey Digitally signed by Johnson, Lindsey
Date: 2023.05.11 16:39:02 -04'00'

Lindsey Johnson, Local Agency Project Manager Date

PUBLIC WORKS ENGINEERING
7000 Florida Street | Punta Gorda, Florida 33950
Phone: 941.575.3651 | Fax: 941.575.3664

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any 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.

(3) The undersigned shall require that the language of this certification 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.

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: _____

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	

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.

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.

"General Decision Number: FL20240242 09/13/2024

State: Florida

Construction Type: Highway

County: Charlotte County in Florida.

HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	• Executive Order 14026 generally applies to the contract. • The contractor must pay all covered workers at least $17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	• Executive Order 13658 generally applies to the contract. • The contractor must pay all covered workers at least $12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	09/13/2024

SUFL2022-011 06/27/2024

	Rates	Fringes

CARPENTER	$ 24.79	0.00
CEMENT MASON/CONCRETE FINISHER	$ 23.06	0.00
ELECTRICIAN	$ 21.00	3.53
IRONWORKER	$ 24.16	0.00
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor	$ 15.88 **	0.86
LABORER: Common or General	$ 18.55	1.79
LABORER: Mason Tender - Cement/Concrete	$ 20.24	2.01
LABORER: Pipelayer	$ 20.10	8.99
LABORER: Grade Checker	$ 17.21	0.00
OPERATOR: Backhoe/Excavator/Trackhoe	$ 22.92	6.52
OPERATOR: Bobcat/Skid Steer/Skid Loader	$ 23.46	1.25
OPERATOR: Boom	$ 33.61	11.50
OPERATOR: Broom/Sweeper	$ 19.52	0.82
OPERATOR: Bulldozer	$ 24.85	0.00
OPERATOR: Crane	$ 30.80	11.50
OPERATOR: Grader/Blade	$ 25.02	0.00
OPERATOR: Loader	$ 20.05	4.22
OPERATOR: Mechanic	$ 27.61	1.00
OPERATOR: Milling Machine	$ 19.68	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete)	$ 22.72	0.00
OPERATOR: Piledriver	$ 22.98	0.00
OPERATOR: Roller	$ 20.50	0.00
OPERATOR: Scraper	$ 15.54 **	0.00
OPERATOR: Screed	$ 22.92	0.00
OPERATOR: Tractor	$ 16.91 **	0.66
PAINTER	$ 21.02	0.00
TRAFFIC CONTROL PERSON	$ 16.87 **	0.00
TRUCK DRIVER: Dump Truck	$ 19.33	4.47
TRUCK DRIVER: Flatbed Truck	$ 20.00	0.00

TRUCK DRIVER: Lowboy Truck.....$ 20.71 4.23

TRUCK DRIVER: Off the Road Truck.....$ 16.55 ** 0.00

TRUCK DRIVER: Water Truck.....$ 18.27 0.00

TRUCK DRIVER: Distributor Truck.....$ 22.43 0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

==========

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($17.20) or 13658 ($12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

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 https://www.dol.gov/agencies/whd/government-contracts.

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) (iii)).

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.

State Adopted Rate Identifiers

Classifications listed under the ""SA"" identifier indicate that the prevailing wage rate set by a state (or local) government was adopted under 29 C.F.R ⁄1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 01/03/2024 reflects the date on which the classifications and

rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

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 National Office because National Office has 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.

===

END OF GENERAL DECISION"

ENVIRONMENTAL DETERMINATION WORKSHEET

Date: 05/15/2023 Funding Type (Federal, State, Local) Federal

FPID No. 453062-1-38/58/68-01 Federal Aid Project No. _____

Roadway ID No. 01509000 County & Nearest City: Charlotte County

Proposed work mix: Design/Construction Project Manager: Lindsey Johnson

R/W date (if applicable), production date, or fund encumbrance date (for LAP) _____

Project Name: Hurricane Ian Damage Repairs to Gillot Blvd.

From: 120' North of Biltman St To: 34' South of Richards Ave

PLEASE PROVIDE A PROJECT LOCATION MAP

1. **Project Description and Proposed Improvements:** Provide a description of the project as it exists and the proposed improvements. Include: rural or curb & gutter; width of existing ROW; lane and shoulder widths; signals, lighting or other amenities; sidewalks; median description, as applicable to the project scope.

   The edge of the rural 24' roadway was washed away with the shoulder and drainage ditch. The northbound 12' lane will need restored and the erosion will need filled with the replacement of the roadside swale. Drainage pipes and a water main have been disturbed and will need inspected, repaired, or replaced. The ROW is 80'.

2. **Existing Conditions**: Provide a list of features and known issues present that are not listed above.

   Damaged roadway, Eroded ROW, Drainage pipes disturbed, guard rail misplaced, water main broken.

3. **Drainage Structures**: Describe what drainage structures are currently present, and how you plan to improve the system. List number of structures (ID#), culverts, and pipes, and the location of any existing and proposed ponds.

   72" road crossing RCP will need the end of the run reset. A 12"x18" RCP driveway pipe may need replaced - it will need inspected after excavation and dewatering.

4. **Excavation**: Are you excavating an area within the project greater than one foot below land surface? If yes, what is the purpose of the excavation? If any land clearing or other soil disturbance is proposed beyond the immediate area of improvements/work elements, please explain this below.

   Due to water intrusion, the ROW will need to be dewatered and the area will need to be excavated and filled with dry material to stabilize and fill in the erosion. The area will be graded and sodded to restore the previous swale and ROW.

District One, Environmental Management Office
MS 1-40, 801 North Broadway Avenue, Post Office Box 1249, Bartow, FL 33831-1249
Phone: 863-519-2300; Fax: 863-534-2331

ENVIRONMENTAL DETERMINATION WORKSHEET

5. **Right-of-Way**: Is any additional right-of-way (including any easements) needed for this project? If so, describe where and how much
   No additional ROW is required for this project.

6. **Permits required**: List all permits anticipated and/or required.
   FDEP
   ROW permit from Charlotte County.

Environmental Management Office to complete remainder of form

7. **Floodplains**: Indicate the map number and zone

8. **Wetland Involvement**: Indicate any wetland involvement and the amount of acreage expected to be impacted

District One, Environmental Management Office
MS 1-40, 801 North Broadway Avenue, Post Office Box 1249, Bartow, FL 33831-1249
Phone: 863-519-2300; Fax: 863-534-2331

ENVIRONMENTAL DETERMINATION WORKSHEET

9. **Endangered Species and Critical Habitat:** Cite use of species keys and Minor Transportation Activities PA if appropriate, and any agency coordination.

10. **Cultural Resources**:

11. **Recreational Properties**: Consider Section 4(f), Section 6(f), and ARC resources. For maintaining agency contact info, the Project PM can be consulted.

12. **Contamination**

13. **For all Bridge Replacement projects – Traffic**

Existing: _____ Project ADT (10 year): _____

District One, Environmental Management Office
MS 1-40, 801 North Broadway Avenue, Post Office Box 1249, Bartow, FL 33831-1249
Phone: 863-519-2300; Fax: 863-534-2331

VESSEL STRIKE AVOIDANCE MEASURES, NOAA FISHERIES SOUTHEAST REGIONAL OFFICE

Background

Vessel strikes can injure or kill species protected under the Endangered Species Act (ESA) and the Marine Mammal Protection Act (MMPA). NOAA Fisheries Southeast Regional Office (SERO) Protected Resources Division (PRD) recommends implementing the following identification and avoidance measures to reduce the risk of vessel strikes and disturbance from vessels to protected species under our jurisdiction.[1]

Protected Species Sightings

All vessel operators and crews should be informed about the potential presence of species protected under the ESA and the MMPA and any critical habitat in a vessel transit area. All vessels should have personnel onboard responsible for observing for the presence of protected species. All personnel should be advised that there are civil and criminal penalties for harming, harassing, or killing listed species and all marine mammals. To determine which protected species and critical habitat may be found in the transit area, please review the relevant marine mammal and ESA-listed species at Find A Species (https://www.fisheries.noaa.gov/find-species) and any ESA Section 7 consultation documents if applicable.

Vessel Strike Avoidance

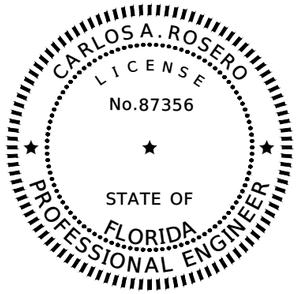
The following measures should be taken when they are consistent with safe navigation to avoid causing injury or death of a protected species:

1. Operate at the minimum safe speed when transiting and maintain a vigilant watch for protected species to avoid striking them. Even with a vigilant watch, most marine protected species are extremely difficult to see from a boat or ship, and you cannot rely on detecting them visually and then taking evasive action. The most effective way to avoid vessel strikes is to travel at a slow, safe speed. Whenever possible, assign a designated individual to observe for protected species and limit vessel operation to only daylight hours.

2. Follow deep-water routes (e.g., marked channels) whenever possible.

3. Operate at "Idle/No Wake" speeds in the following circumstances:
    a. while in any project construction areas
    b. while in water depths where the draft of the vessel provides less than four feet of clearance from the bottom, or
    c. in all depths after a protected species has been observed in and has recently departed the area.

[1] Manatees are managed under the jurisdiction of the U.S. Fish and Wildlife Service.



THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY:

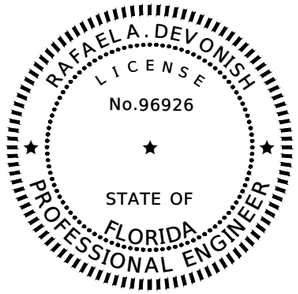
ON THE DATE ADJACENT TO THE SEAL

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

KISINGER CAMPO & ASSOCIATES, CORP.
5201 BLUE LAGOON DRIVE, SUITE 828
MIAMI, FLORIDA 33126
PHONE: (305) 537-4859
CARLOS A. ROSERO, P.E. NO. 87356

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.004, F.A.C.

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2	SIGNATURE SHEET
3	SUMMARY OF PAY ITEMS
4	TYPICAL SECTION
5	GENERAL NOTES
6	ROADWAY PLAN
7-8	SPECIAL DETAILS
10-11	CROSS SECTIONS
12	DRIVEWAY HALF SECTIONS
13	TEMPORARY TRAFFIC CONTROL PLAN
14	SIGNING AND PAVEMENT MARKING PLAN
15	UTILITY ADJUSTMENTS



THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY:

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KISINGER CAMPO & ASSOCIATES, CORP.
13461 PARKER COMMONS BLVD, SUITE 104
FORT MYERS, FLORIDA 33912
PHONE: (239) 278-5999
RAFAEL A. DEVONISH, P.E. NO. 96926

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.004, F.A.C.

SHEET NO.	SHEET DESCRIPTION
2	SIGNATURE SHEET
9	DRAINAGE STRUCTURES

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

CARLOS A. ROSERO, P.E.
LICENSE NUMBER 87356
KISINGER CAMPO & ASSOCIATES
5201 BLUE LAGOON DRIVE, SUITE 828
MIAMI, FL 33126

CHARLOTTE COUNTY
DEPARTMENT OF PUBLIC WORKS ENGINEERING

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
N/A	CHARLOTTE	453062-1-58-01

SIGNATURE SHEET

SHEET NO. 2

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CHARLOTTE COUNTY DEPARTMENT OF PUBLIC WORKS ENGINEERING
PROPOSAL SUMMARY OF PAY ITEMS

PROJECT: 45306215801 | COUNTY: CHARLOTTE

0200 SUMMARY OF ROADWAY

ITEM NUMBER	ITEM DESCRIPTION	UNIT	TOTAL
0101 1	MOBILIZATION	LS	1
0102 1	MAINTENANCE OF TRAFFIC	LS	1
0104 10 3	SEDIMENT BARRIER	LF	323
0104 11	FLOATING TURBIDITY BARRIER	LF	149
0110 1 1	CLEARING & GRUBBING	LS (AC)	0.39
0120 1	REGULAR EXCAVATION	CY	158.5
0120 6	EMBANKMENT	CY	533.1
0160 4	TYPE B STABILIZATION	SY	603
0285701	OPTIONAL BASE, BASE GROUP 01	SY	81
0285709	OPTIONAL BASE, BASE GROUP 09	SY	526
0334 1 12	SUPERPAVE ASPHALTIC CONC, TRAFFIC B	TN	90.7
0339 1	MISCELLANEOUS ASPHALT PAVEMENT	TN	10.7
0430175254	PIPE CULVERT, OPT MATERIAL, OTHER SHAPE - ELIP/ARCH, 54"S/CD	LF	75
0522 2	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	SY	35
0536 1 0	GUARDRAIL -ROADWAY, GENERAL/LOW SPEED TL-2	LF	175
0536 73	GUARDRAIL REMOVAL	LF	153
0536 85 20	GUARDRAIL END TREATMENT- TRAILING ANCHORAGE	EA	2
0536 85 24	GUARDRAIL END TREATMENT- PARALLEL APPROACH TERMINAL	EA	2
0570 1 2	PERFORMANCE TURF, SOD	SY	420

CHARLOTTE COUNTY DEPARTMENT OF PUBLIC WORKS ENGINEERING
PROPOSAL SUMMARY OF PAY ITEMS

PROJECT: 45306215801 | COUNTY: CHARLOTTE

0300 SUMMARY OF SIGNING AND PAVEMENT MARKING

ITEM NUMBER	ITEM DESCRIPTION	UNIT	TOTAL
0700 1111	SINGLE COLUMN GROUND SIGN ASSEMBLY, F&I GROUND MOUNT, LESS THAN 12 SF	EA	2
0700 1500	SINGLE COLUMN GROUND SIGN ASSEMBLY, RELOCATE	EA	2
0705 10 3	OBJECT MARKER, TYPE 3	EA	2
0706 1 3	RAISED PAVEMENT MARKER, TYPE B	EA	6
0710 11101	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 6"	GM	0.076
0710 11231	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SKIP, 6"	GM	0.038

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

CARLOS A. ROSERO, P.E.
LICENSE NUMBER 87356
KISINGER CAMPO & ASSOCIATES
5201 BLUE LAGOON DRIVE, SUITE 828
MIAMI, FL 33126

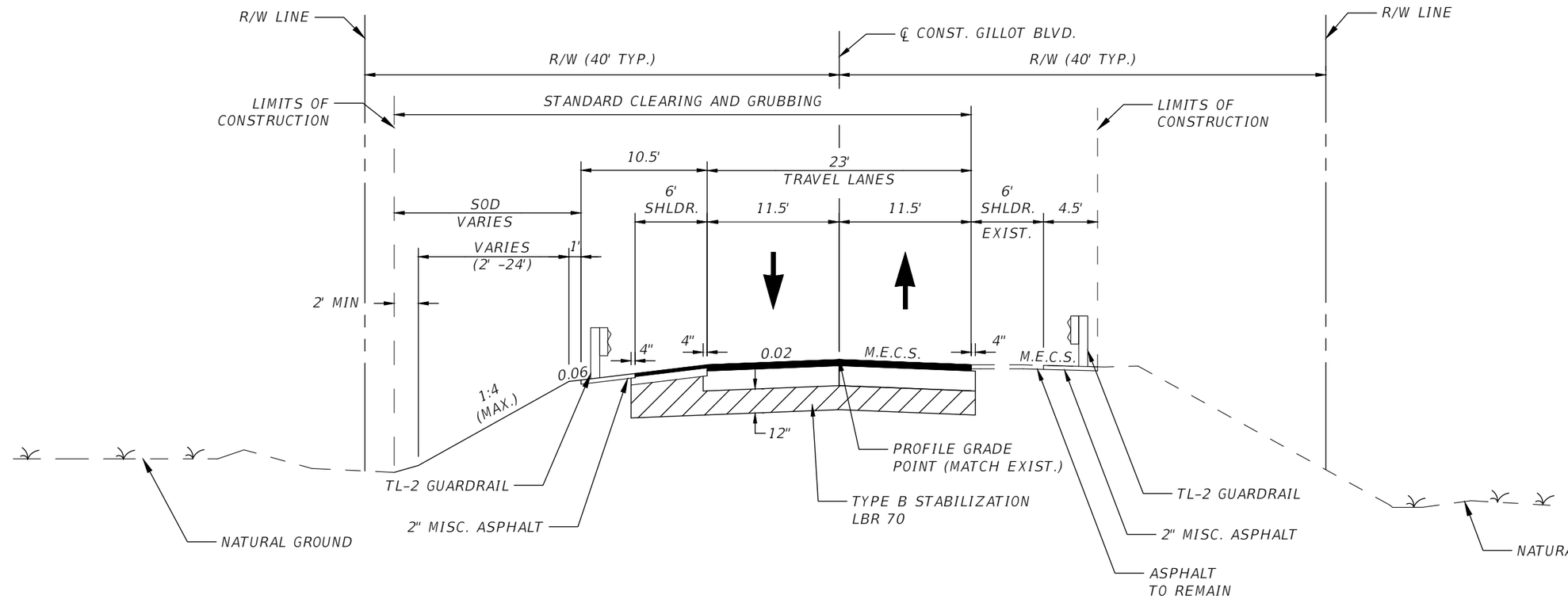
CHARLOTTE COUNTY
DEPARTMENT OF PUBLIC WORKS ENGINEERING

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
N/A	CHARLOTTE	453062-1-58-01

SUMMARY OF PAY ITEMS

SHEET NO. 3

M.E.C.S. – MATCH EXISTING CROSS SLOPE



TYPICAL SECTION GILLOT BLVD.
N.T.S.
STA. 100+80.00 TO STA. 102+80.00

TRAVEL LANE*

OPTIONAL BASE GROUP 9
TYPE SP S-III (3")

SHOULDER PAVEMENT

OPTIONAL BASE GROUP 1
TYPE SP S-III (1-1/2")
STA. 101+51.99 TO STA. 102+67.69

DESIGN SPEED = 30 MPH
POSTED SPEED = 30 MPH

*CONSTRUCT AS PER CHARLOTTE COUNTY STANDARD ROAD DETAIL
"FLEXIBLE PAVEMENT RESTORATION FOR ROADWAYS WITH HEAVY TRAFFIC VOLUMES"

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CARLOS A. ROSERO, P.E.
LICENSE NUMBER 87356
KISINGER CAMPO & ASSOCIATES
5201 BLUE LAGOON DRIVE, SUITE 828
MIAMI, FL 33126

CHARLOTTE COUNTY
DEPARTMENT OF PUBLIC WORKS ENGINEERING

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
N/A	CHARLOTTE	453062-1-58-01

TYPICAL SECTION

SHEET NO. 4

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GENERAL NOTES

1. 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:
   RICK DANIELS, P.S.M.
   P.S.M. NO: 7229
   JOHNSON ENGINEERING
   2122 JOHNSON STREET, FORT MYERS, FLORIDA 33902

2. PROPERTY LINES SHOWN HEREON ARE FOR INFORMATIONAL PURPOSES ONLY, THIS SURVEY DOES NOT CONSTITUTE A BOUNDARY SURVEY.

3. PROPERTY LINES, PROPERTY CORNERS, BENCHMARKS AND CONTROL POINTS WERE DERIVED FROM RECORDED PLATS, MONUMENTATION IN THE FIELD, AND CHARLOTTE COUNTY BENCHMARKS PER CHARLOTTE COUNTY GOVERNMENT GEOGRAPHIC INFORMATION SYSTEM (DATUM: NAVD88).

4. BASE MATERIAL TO BE COMPACTED TO 98% DENSITY, A.A.S.H.T.O. T-180. APPROVED SUB-BASE TO BE COMPACTED IN 6" LAYERS - 98% DENSITY. TESTING PAID FOR BY CONTRACTOR.

5. RESTORATION OF ALL PAVED AND UNPAVED ROADS MUST BE RESTORED AS FOLLOWS:
   A. ALL EXCAVATED MATERIALS TO BE REMOVED FROM THE SITE.
   B. BACKFILL WITH VIRGIN MATERIALS OF THE SAME TYPE EXCAVATED IN MAXIMUM DEPTH LIFTS OF 6".

6. ASPHALT CONCRETE PAVEMENT JOINTS TO BE MECHANICALLY SAWED COMPLETELY THROUGH.

7. SURFACED TREATED PAVEMENT JOINTS TO BE MILLED AND BUTT-JOINED.

8. LOCATION ELEVATION, AND DIMENSIONS OF THE EXISTING UTILITIES, STRUCTURES, AND OTHER FEATURES ARE SHOWN IN ACCORDANCE WITH THE BEST INFORMATION AVAILABLE WHILE PREPARING THESE PLANS. BUT DO NOT PURPORT TO BE ABSOLUTELY ACCURATE.

9. VERIFY THE LOCATION, ELEVATION AND DIMENSIONS OF ALL EXISTING UTILITIES, STRUCTURES, AND OTHER FEATURES AFFECTING THEIR WORK AND MUST COMPLY WITH ALL STATE, COUNTY, AND OTHER LOCAL ORDINANCES AND OBTAIN ANY NECESSARY WORK PERMITS THAT MAY BE REQUIRED PRIOR TO CONSTRUCTION.

10. ALL EXISTING DRAINAGE INFRASTRUCTURE IS TO REMAIN UNLESS OTHERWISE NOTED.

11. INSTALL AND MAINTAIN EROSION CONTROL BARRIERS AS DICTATED BY ACTUAL SITE CONDITIONS AND AS DIRECTED BY THE CHARLOTTE COUNTY PROJECT MANAGER AND AS SHOWN IN PLANS. THE MAINTENANCE AND SUBSEQUENT REMOVAL OF EROSION CONTROL DEVICES ARE TO BE INCLUDED IN THEIR INDIVIDUAL UNIT BID PRICE.

12. IF AREA DISTURBED IS 1 ACRE OR GREATER. CONTRACTOR SHALL PREPARE AND SUBMIT A NOTICE OF INTENT FOR COVERAGE UNDER THE FDEP NPDES CONSTRUCTION GENERIC PERMIT AND COMPLY WITH ALL PROVISIONS OF THAT PERMIT INCLUDING PREPARATIONS OF A STORMWATER POLLUTION PREVENTION PLAN (SWPPP) PER FDEP GUIDANCE.

13. THE ASPHALT LAYER THICKNESS FOR THE UPPER PAVEMENT LAYER AND SHOULDER TO BE THE SAME AND PAVED IN A SINGLE PASS.

SIGNING AND PAVEMENT MARKING GENERAL NOTES

1. THE SIGN LOCATIONS SHOWN ARE APPROXIMATE AND MAY REQUIRE FIELD ADJUSTMENT AS DIRECTED BY THE ENGINEER.

2. AT LOCATIONS WHERE UNDERGROUND UTILITIES ARE WITHIN TWO FEET OF PROPOSED SIGN FOUNDATIONS, AS DETERMINED BY THE CONTRACTOR, THE CONTRACTOR IS TO HAND DIG TO EXPOSE AND PROTECT ALL EXISTING UTILITIES.

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

CARLOS A. ROSERO, P.E.
LICENSE NUMBER 87356
KISINGER CAMPO & ASSOCIATES
5201 BLUE LAGOON DRIVE, SUITE 828
MIAMI, FL 33126

CHARLOTTE COUNTY
DEPARTMENT OF PUBLIC WORKS ENGINEERING

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
N/A	CHARLOTTE	453062-1-58-01

GENERAL NOTES

SHEET NO. 5

Ⓐ – EXISTING PIPE TO REMAIN

Ⓑ – EXISTING PIPE TO REMAIN

BEGIN PROJECT
BEGIN CONSTRUCTION
STA. 100+68.76
MATCH EXISTING

BEGIN ℄ CONST. GILLOT BLVD.
STA. 100+00.00
N 961884.522
E 575654.229

3432 GILLOT BLVD.

BLITMAN WATERWAY

+67.69
22.00 LT.

END 2" MISC. ASPHALT
+67.69, 17.50 LT.

END SHLDR. PAV'T
+67.69, 11.50 LT.

BENCHMARK = SET ¾" IRON PIPE AND CAP, "LB#642"
ELEV. = +5.08(NAVD88)
+89.00, 35.66 LT.
N 961495.332
E 575687.697

1" = 40'

BEGIN GR., TL-2 PARALLEL TERMINAL
+61.98, 19.51 LT.

80' DRAINAGE R/W

EXIST. R/W LINE

+51.99
22.00 LT.

END GR., TL-2 PARALLEL TERMINAL
+57.68, 19.48 LT.

BEGIN 2" MISC. ASPHALT
+51.99, 17.50 LT.

DRIVEWAY ℄*
+76.76, 40.00 LT.

BEGIN SHLDR. PAV'T
+51.99, 11.50 LT.

+26.82
37.75 LT.

2" MISC. ASPHALT

TL-2 GUARDRAIL

+47.17
65.02 LT.

BLITMAN ST.

+83.49
37.67 LT.

EXIST. GUARDRAIL TO BE REMOVED

+80.00
37.75 LT.

+22.17
40.00 LT.

BURIED CABLE
WIRE

POWER POLE

+22.22
37.72 LT.

+00.00
26.35 LT.

R25'

EXIST. R/W LINE

+80.00, 11.50 LT.
MATCH EXIST.

+80.00
11.50 LT.

100

101

102

103

104

GILLOT BLVD.

GILLOT BLVD.

℄ CONST. GILLOT BLVD.

S 00° 19' 23" W

SAWCUT

SAWCUT

+70.00
30.58 RT.

+80.00
11.50 RT.

+00.00
26.30 RT.

OHE

EXIST. R/W LINE

+80.00, 11.50 RT.
MATCH EXIST.

+83.01
38.00 RT.

+22.54
40.00 RT.

EXIST. R/W LINE

R25'

+82.54
40.00 RT.

+80.00
38.00 RT.

+16.07
38.00 RT.

PHONE BOX

CATV

R25'

BENCHMARK = SET ¾" IRON PIPE AND CAP, "LB#642"
ELEV. = +4.95(NAVD88)
+05.65, 29.42 RT.
N 9618/9.041
E 575624.781

RICHARDS AVE.

BEGIN 2" MISC. ASPHALT
+51.99, 17.50 RT.

END GR., TL-2 PARALLEL TERMINAL
+39.24, 19.51 RT.

+47.54
64.93 RT.

ABRAMS AVE.

+51.99
22.00 RT.

END 2" MISC. ASPHALT
+49.73, 17.50 RT.

EXIST. R/W LINE

+57.54
65.89 RT.

EXIST. GUARDRAIL TO BE REMOVED

+49.73
22.00 RT.

BEGIN GR., TL-2 PARALLEL TERMINAL
+61.93, 19.49 RT.

40' DRAINAGE R/W

END ℄ CONST. GILLOT BLVD.
STA.104+00.00
N 961484.529
E 575651.974

TL-2 GUARDRAIL

+88.75
38.00 RT.

END PROJECT
END CONSTRUCTION
STA. 102+80.00
MATCH EXISTING

REMOVE EXIST. 43"x68" PIPE
CONST. 75 LF OF 43"x68" PIPE

40' S.E. TRANSITION FROM MATCH EXIST. TO 0.02
+80.00 +20.00

40' S.E. TRANSITION FROM 0.02 TO MATCH EXIST.
+40.00 +80.00

BLITMAN WATERWAY

12251 RICHARD'S AVE.

12258 ABRAHAM'S AVE.

* SEE DRIVEWAY DETAIL FOR MORE INFORMATION

LEGEND

- RECONSTRUCTION LIMITS
- SEDIMENT BARRIER
- FLOATING TURBIDITY BARRIER
- SHLDR. PAVT
- 6" CONCRETE

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

CARLOS A. ROSERO, P.E.
LICENSE NUMBER 87356
KISINGER CAMPO & ASSOCIATES
5201 BLUE LAGOON DRIVE, SUITE 828
MIAMI, FL 33126

CHARLOTTE COUNTY
DEPARTMENT OF PUBLIC WORKS ENGINEERING

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
N/A	CHARLOTTE	453062-1-58-01

ROADWAY PLAN

SHEET NO. 6

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CONTRACT PLANS COMPONENTS

ROADWAY

CHARLOTTE COUNTY
DEPARTMENT OF PUBLIC WORKS ENGINEERING

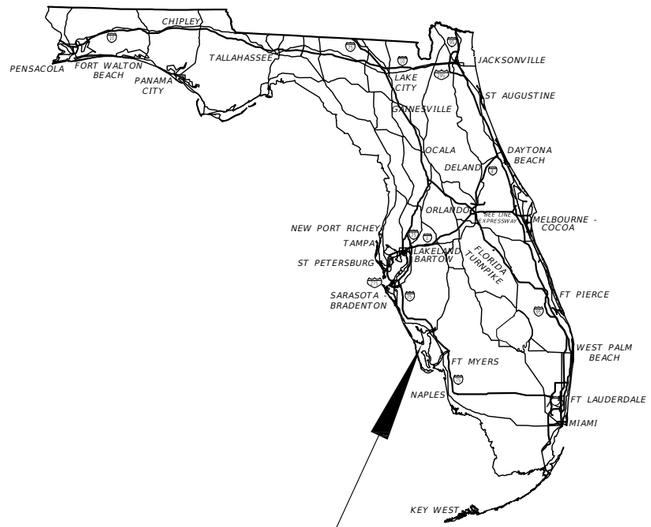
CONTRACT PLANS

FINANCIAL PROJECT ID 453062-1-58-01
(FEDERAL FUNDS)
CHARLOTTE COUNTY
GILLOT BLVD. EMERGENCY REPAIRS
NORTH OF BLITMAN ST.

INDEX OF ROADWAY PLANS

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2	SIGNATURE SHEET
3	SUMMARY OF PAY ITEMS
4	TYPICAL SECTION
5	GENERAL NOTES
6	ROADWAY PLAN
7-8	SPECIAL DETAILS
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15	UTILITY ADJUSTMENTS





PROJECT LOCATION
https://tinyurl.com/2ph9mjzh

GOVERNING DESIGN CRITERIA:
2018 Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Florida Greenbook).

GOVERNING STANDARD PLANS:
Florida Department of Transportation, FY2024-25 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.shtm

GOVERNING STANDARD SPECIFICATIONS:
Florida Department of Transportation, FY 2024-25 Standard Specifications for Road and Bridge Construction at the following website:
http://www.fdot.gov/programmanagement/Implemented/SpecBooks

ROADWAY PLANS
ENGINEER OF RECORD:

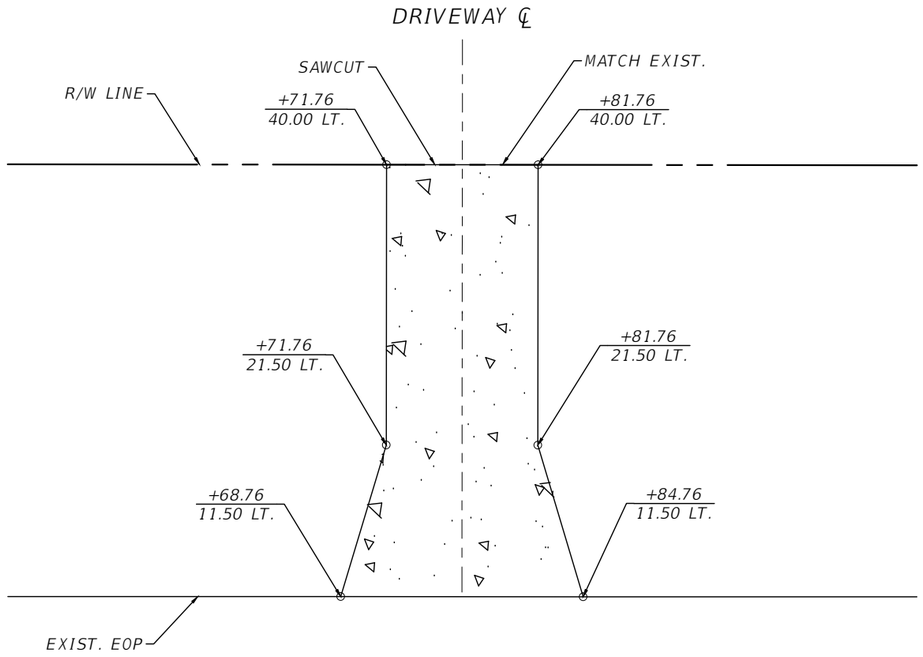
CARLOS A. ROSERO, P.E.
P.E. NO.: 87356
KISINGER CAMPO AND ASSOCIATES CORP.
5201 BLUE LAGOON DRIVE, SUITE 828
MIAMI, FLORIDA 33126
PHONE: (305) 537-4859
CONTRACT NO.: CAA44
VENDOR NO.: F59-1677145

CHARLOTTE COUNTY PROJECT MANAGER:

JEFF KEYSER

CONSTRUCTION CONTRACT NO.	FISCAL YEAR	SHEET NO.
TBD	25	1

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CHARLOTTE COUNTY DRIVEWAY DETAIL
N.T.S.
℄ STA. 100+76.76

NOTE:
1) SEE SPECIAL DETAILS SHEET (1) FOR CHARLOTTE COUNTY STANDARD DETAIL – RESIDENTIAL DRIVEWAY.
2) SEE DRIVEWAY HALF SECTION SHEET FOR DRIVEWAY GRADING.

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

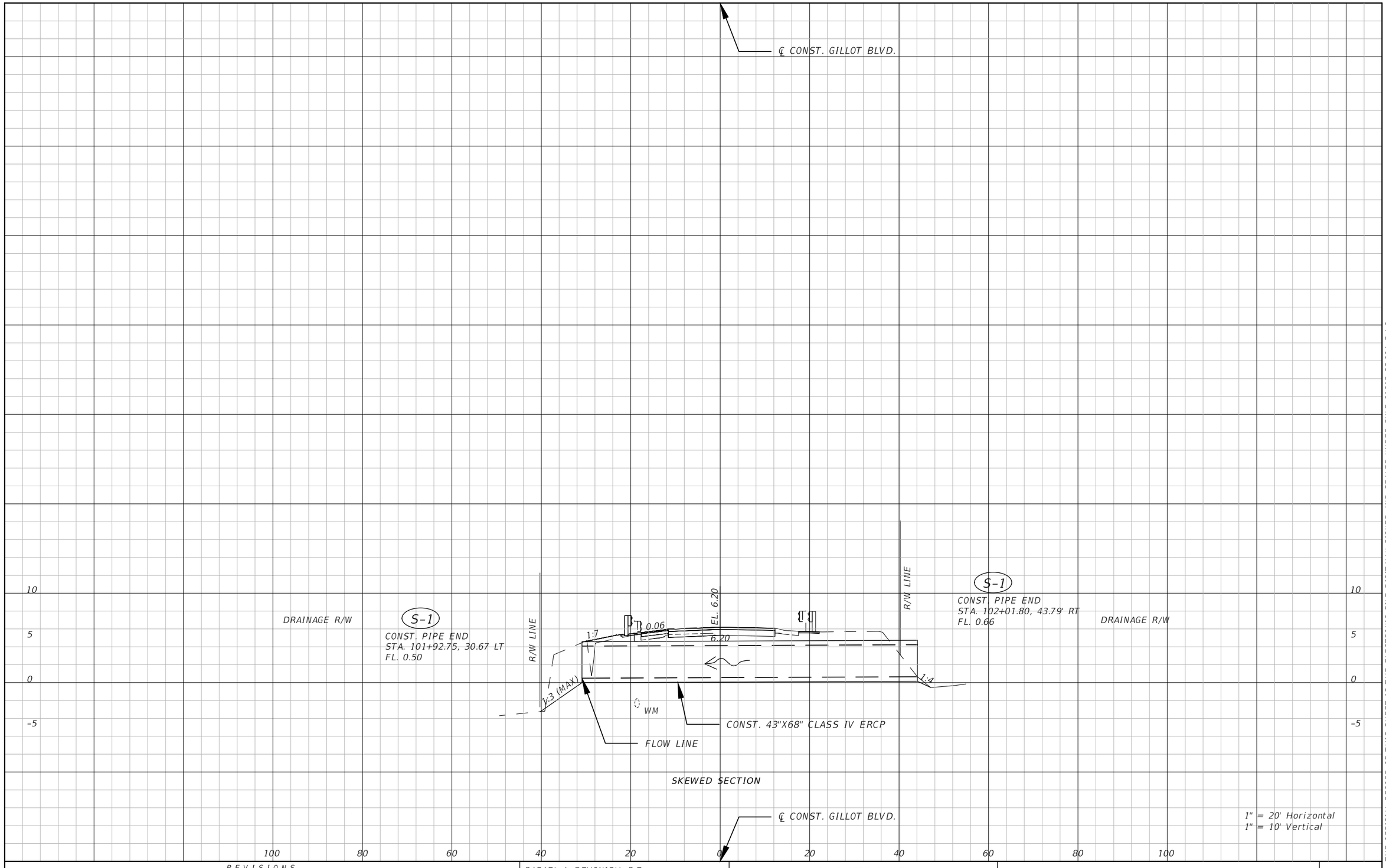
CARLOS A. ROSERO, P.E.
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CHARLOTTE COUNTY
DEPARTMENT OF PUBLIC WORKS ENGINEERING

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
N/A	CHARLOTTE	453062-1-58-01

SPECIAL DETAILS (2)

SHEET NO. 8



SKEWED SECTION

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REVISIONS			
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RAFAEL A. DEVONISH, P.E.
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13461 PARKER COMMONS BLVD, SUITE 104
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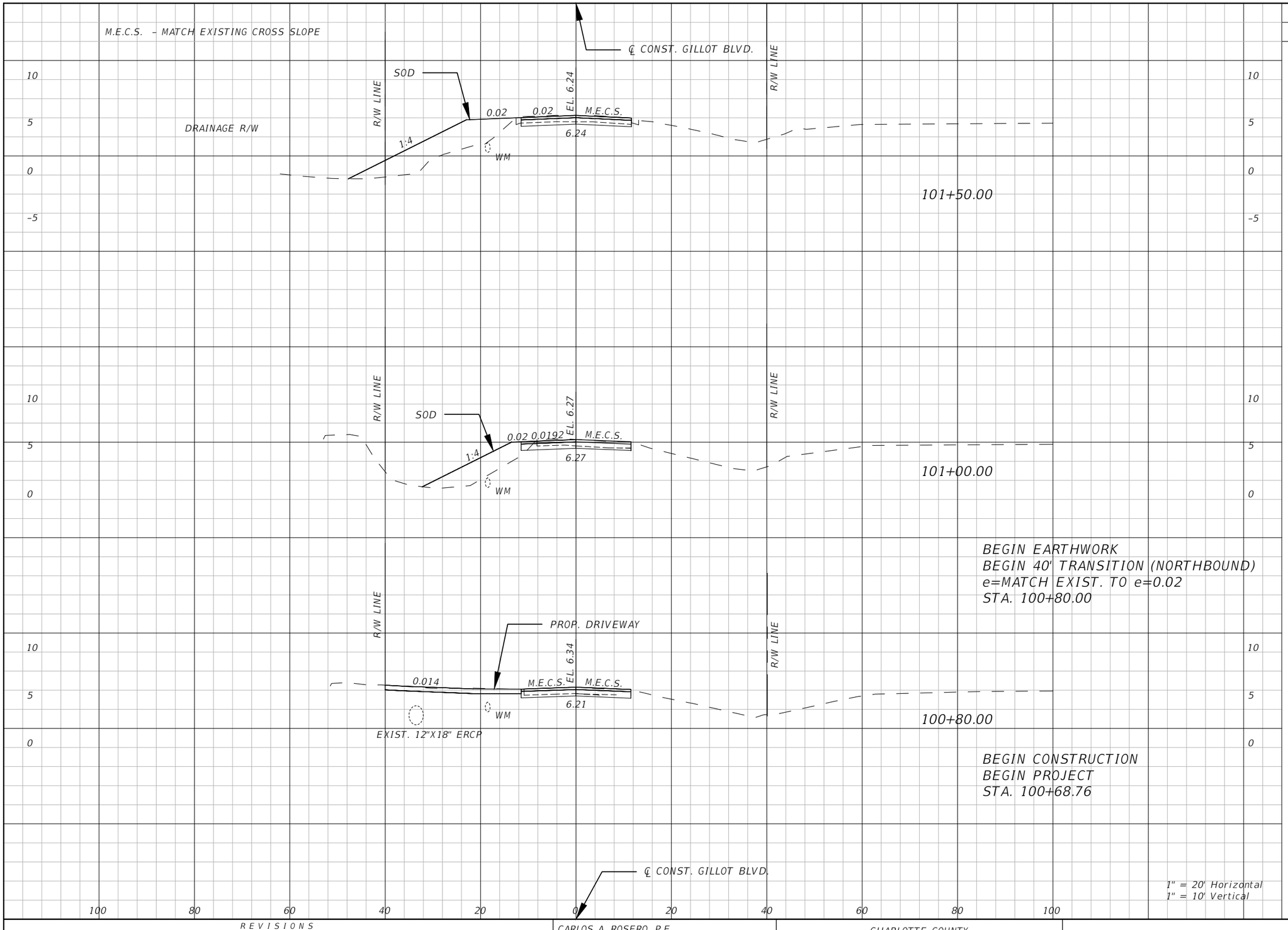
CHARLOTTE COUNTY
DEPARTMENT OF PUBLIC WORKS ENGINEERING

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
N/A	CHARLOTTE	453062-1-58-01

DRAINAGE STRUCTURES

SHEET NO. 9

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Regular Exc.		Embankment	
A(sf)	V(cy)	A(sf)	V(cy)
22.56	41.33	69.41	97.96
22.09	15.88	36.39	13.48
20.80	0.00	0.00	0.00

BEGIN EARTHWORK
BEGIN 40' TRANSITION (NORTHBOUND)
e=MATCH EXIST. TO e=0.02
STA. 100+80.00

BEGIN CONSTRUCTION
BEGIN PROJECT
STA. 100+68.76

1" = 20' Horizontal
1" = 10' 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

CARLOS A. ROSERO, P.E.
LICENSE NUMBER 87356
KISINGER CAMPO & ASSOCIATES
5201 BLUE LAGOON DRIVE, SUITE 828
MIAMI, FL 33126

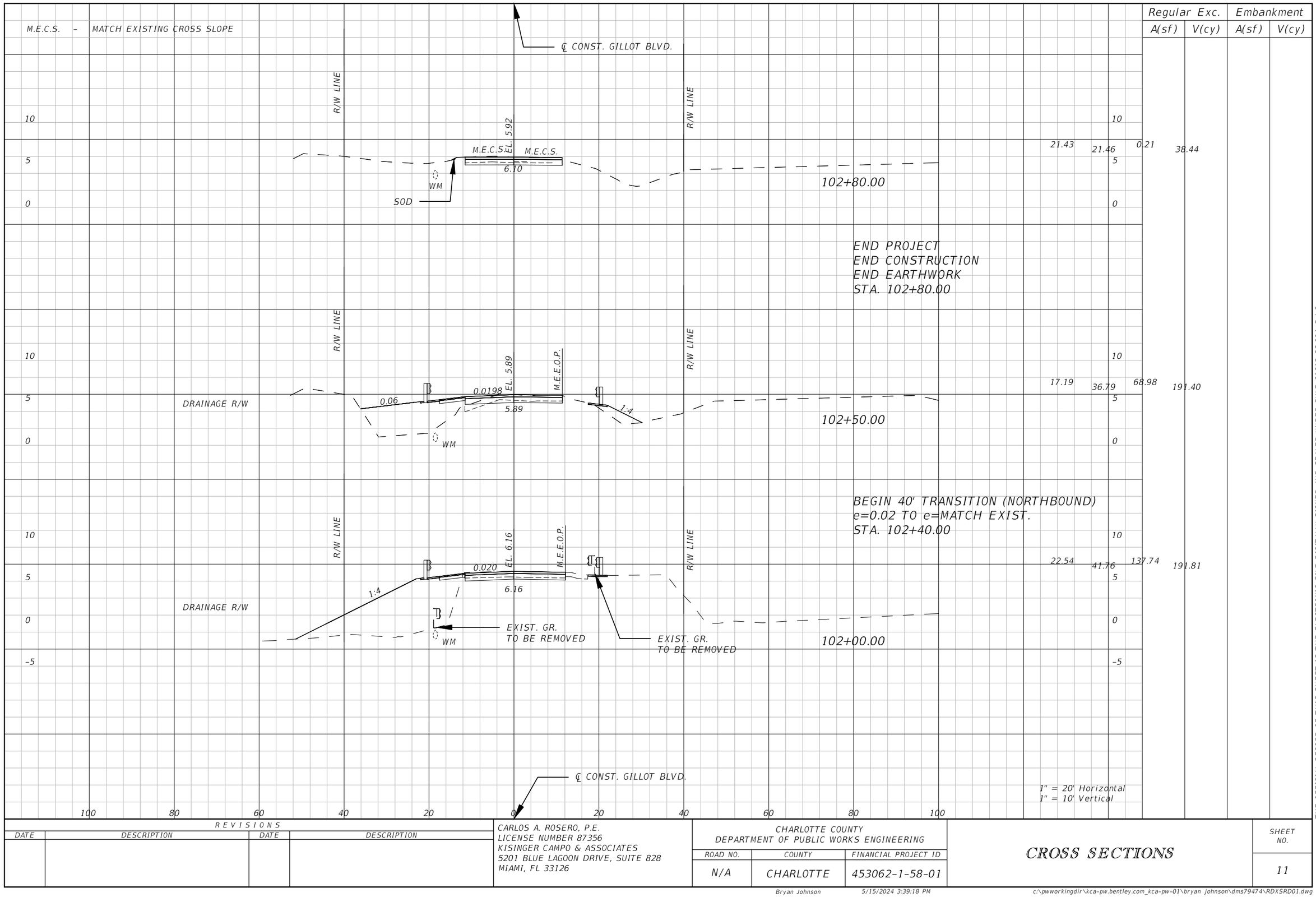
CHARLOTTE COUNTY
DEPARTMENT OF PUBLIC WORKS ENGINEERING

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
N/A	CHARLOTTE	453062-1-58-01

CROSS SECTIONS

SHEET NO. 10

M.E.C.S. – MATCH EXISTING CROSS SLOPE



Regular Exc.		Embankment	
A(sf)	V(cy)	A(sf)	V(cy)
21.43			
21.46	0.21	38.44	
17.19			
36.79	68.98	191.40	
22.54			
41.76	137.74	191.81	

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

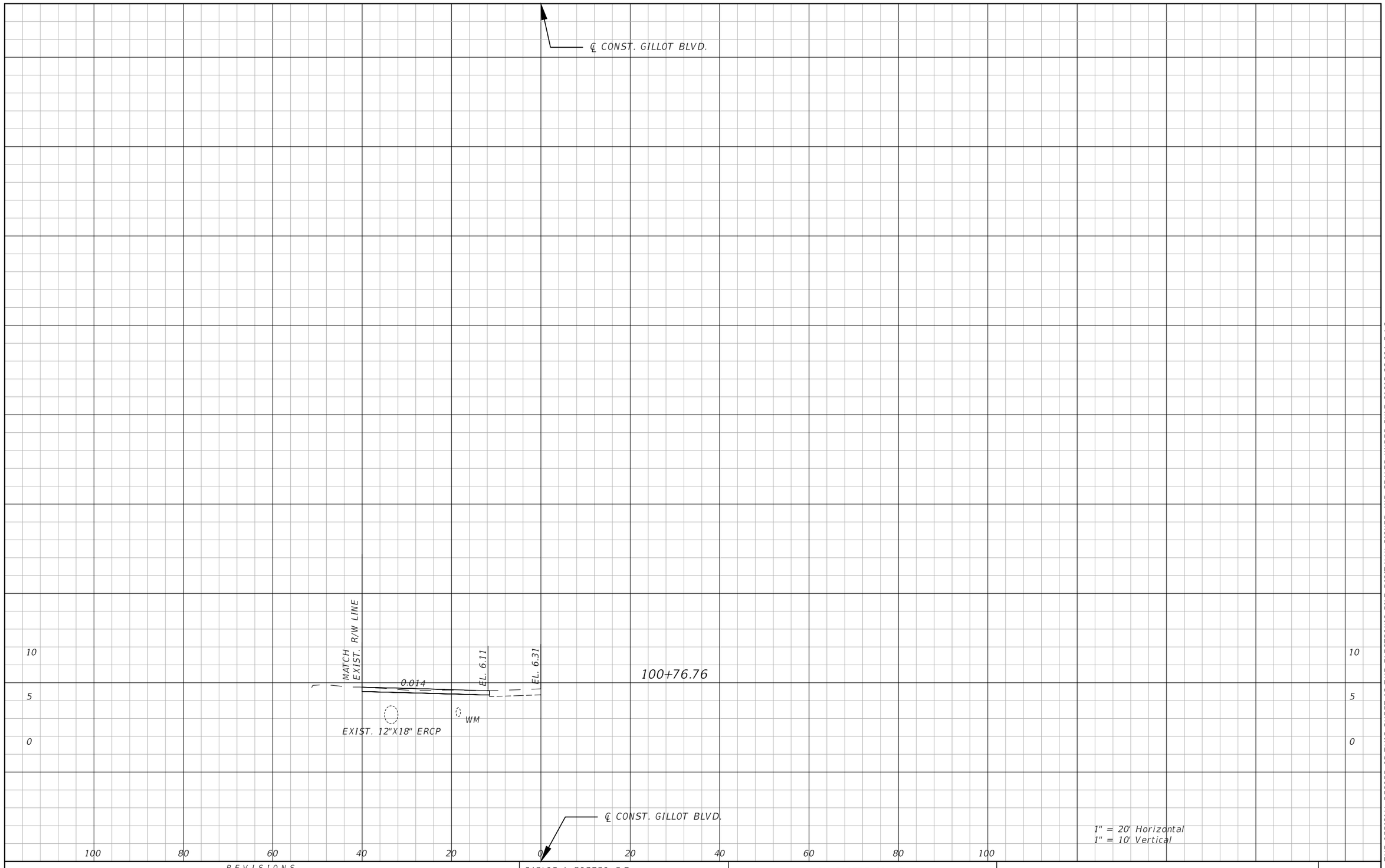
CARLOS A. ROSERO, P.E.
LICENSE NUMBER 87356
KISINGER CAMPO & ASSOCIATES
5201 BLUE LAGOON DRIVE, SUITE 828
MIAMI, FL 33126

CHARLOTTE COUNTY
DEPARTMENT OF PUBLIC WORKS ENGINEERING

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
N/A	CHARLOTTE	453062-1-58-01

CROSS SECTIONS

SHEET NO. 11



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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

CARLOS A. ROSERO, P.E.
LICENSE NUMBER 87356
KISINGER CAMPO & ASSOCIATES
5201 BLUE LAGOON DRIVE, SUITE 828
MIAMI, FL 33126

CHARLOTTE COUNTY
DEPARTMENT OF PUBLIC WORKS ENGINEERING

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
N/A	CHARLOTTE	453062-1-58-01

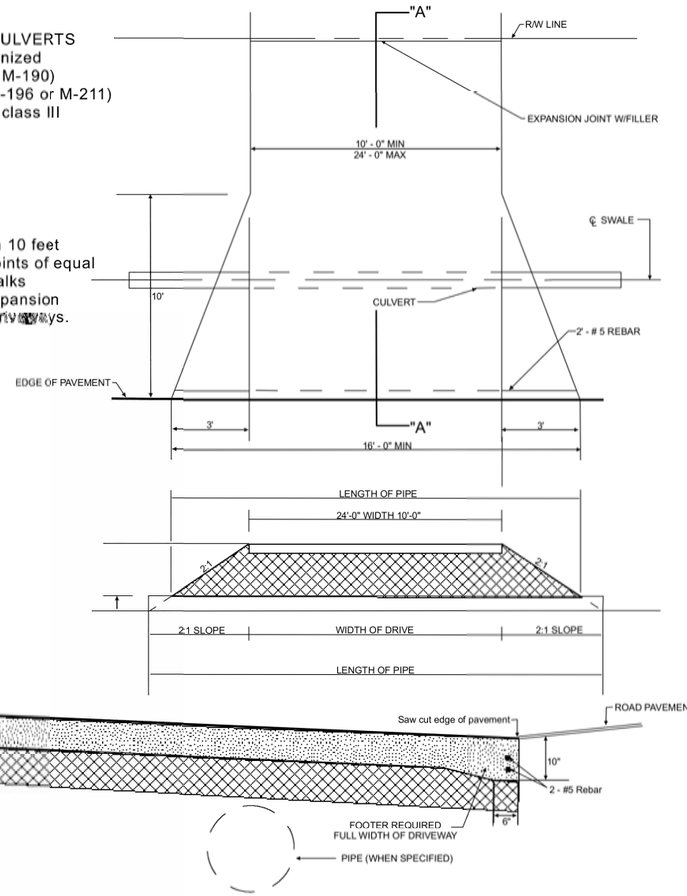
DRIVEWAY HALF SECTIONS

SHEET NO. 12

Bryan Johnson 5/15/2024 11:35:35 AM c:\pwworkingdir\kca-pw.bentley.com_kca-pw-01\bryan johnson\dms79474\RDXSRD02.dwg

SPECIFICATIONS OF CULVERTS
A. Asphalt coated galvanized steel (ASSHTO-M-36 or M-190)
B. Aluminium (ASSHTO-196 or M-211)
C. Reinforced concrete class III
D. A-2000

All driveways wider than 10 feet shall have tool or saw joints of equal segments and all sidewalks shall be isolated with expansion joint material from the driveways.

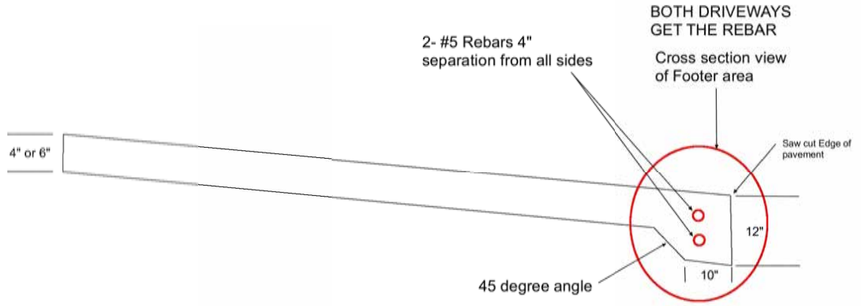


SECTION "A - A"
N.T.S.

NOTE:
1. THE CULVERT SIZE TO BE SPECIFIED BY THE COUNTY INSPECTOR.

CHARLOTTE COUNTY ENGINEERING DESIGN STANDARD

CHARLOTTE COUNTY FLORIDA			STANDARD DETAIL RESIDENTIAL DRIVEWAY	R-3 Sheet 1 of 4



Entire Driveway shall be 3000PSI Concrete with fiber mesh additive.

Commercial Driveway Footer dimensions as shown 12" by 10"

Residential Driveway Footer dimensions are 10" by 6"

CHARLOTTE COUNTY ENGINEERING DESIGN STANDARD

CHARLOTTE COUNTY FLORIDA			RESIDENTIAL OR COMMERCIAL CONCRETE DRIVEWAY CROSS SECTION	R-3 Sheet 3 of 4

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

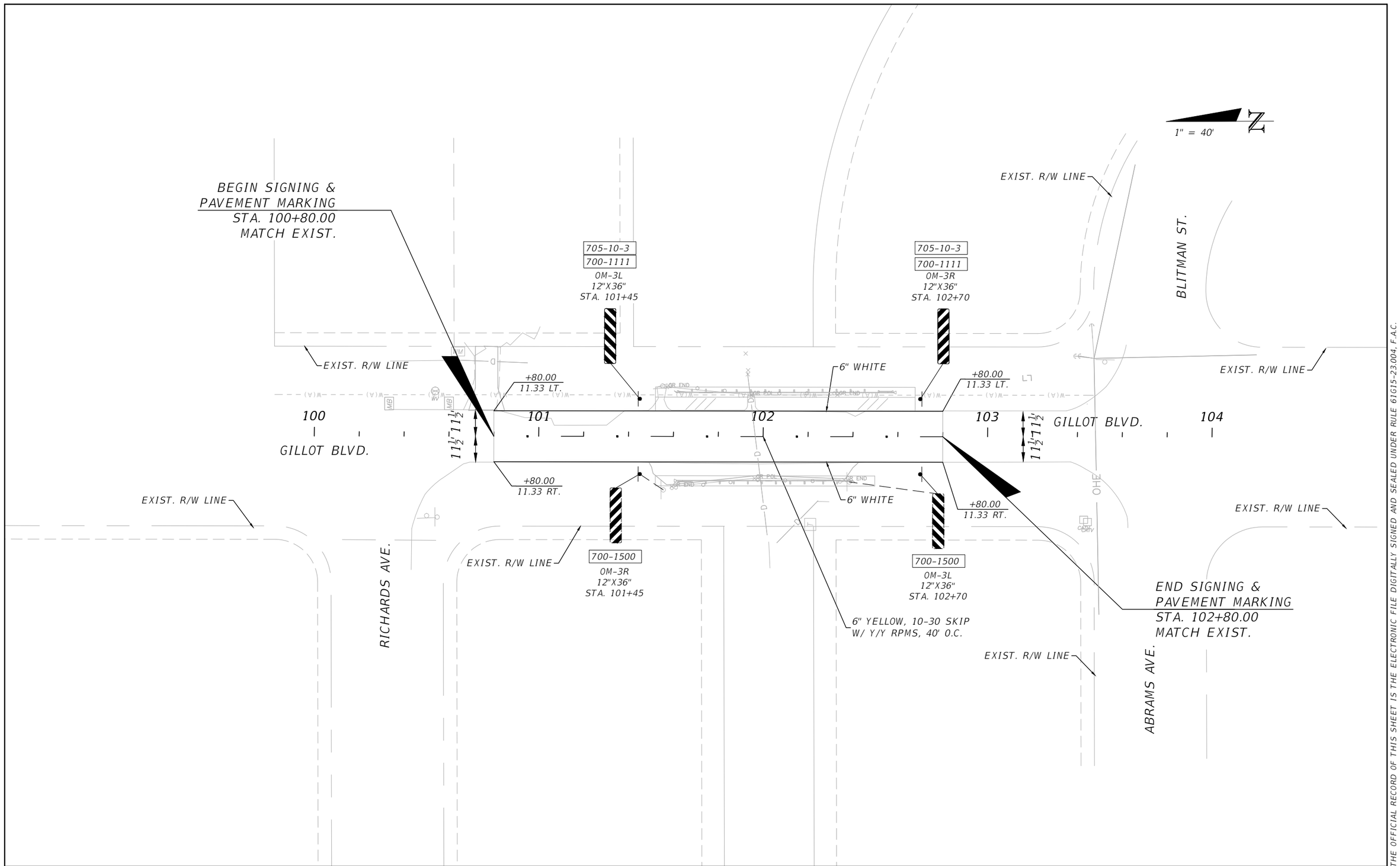
CARLOS A. ROSERO, P.E.
LICENSE NUMBER 87356
KISINGER CAMPO & ASSOCIATES
5201 BLUE LAGOON DRIVE, SUITE 828
MIAMI, FL 33126

CHARLOTTE COUNTY
DEPARTMENT OF PUBLIC WORKS ENGINEERING

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
N/A	CHARLOTTE	453062-1-58-01

SPECIAL DETAILS (1)

SHEET NO. 7



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

CARLOS A. ROSERO, P.E.
LICENSE NUMBER 87356
KISINGER CAMPO & ASSOCIATES
5201 BLUE LAGOON DRIVE, SUITE 828
MIAMI, FL 33126

CHARLOTTE COUNTY
DEPARTMENT OF PUBLIC WORKS ENGINEERING

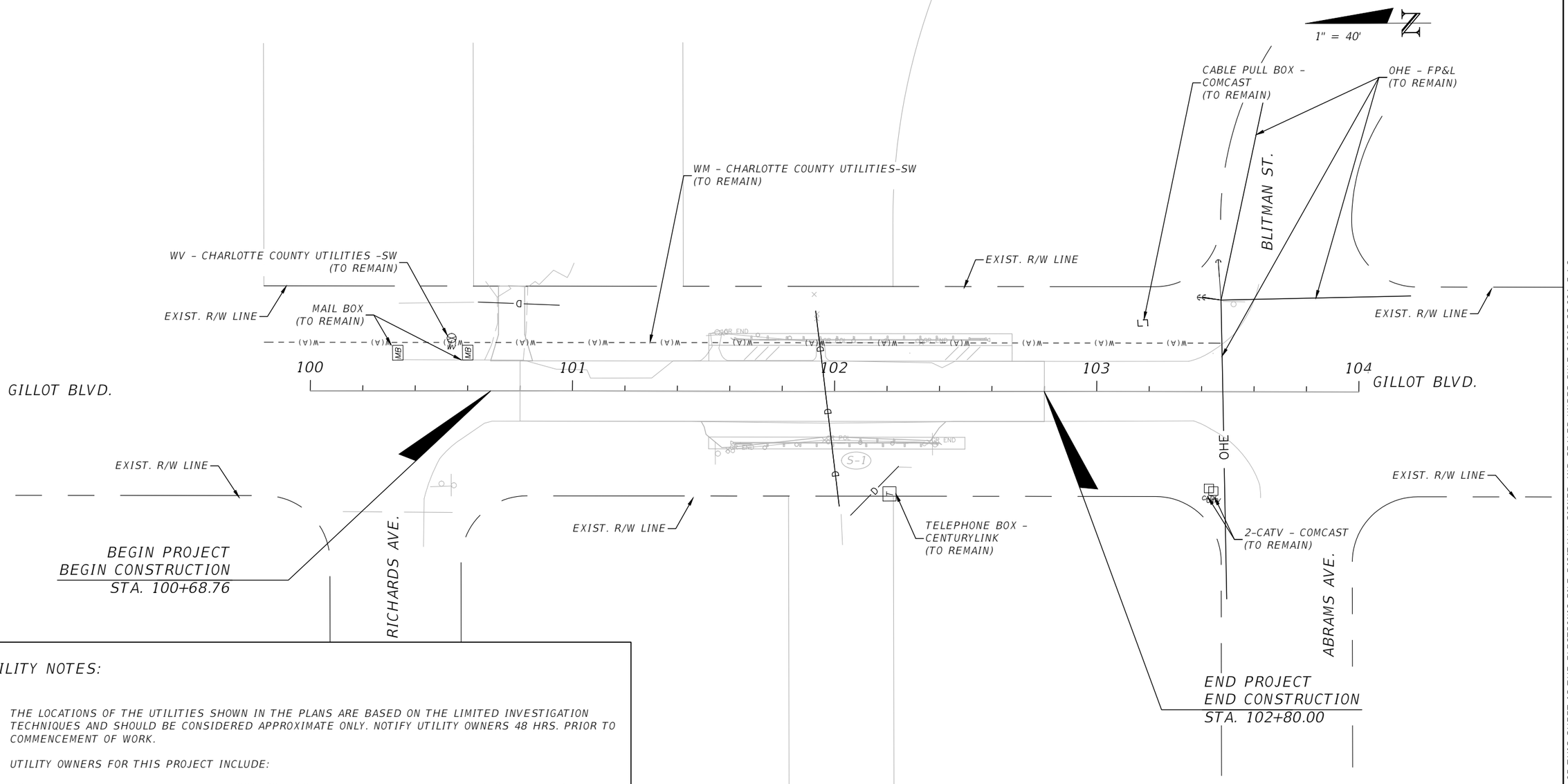
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
N/A	CHARLOTTE	453062-1-58-01

SIGNING & PAVEMENT MARKING PLAN

SHEET NO. 14

Bryan Johnson 5/15/2024 11:36:19 AM c:\pwworkingdir\kca-pw.bentley.com_kca-pw-01\bryan johnson\dms79481\PLANSP01.dwg

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



UTILITY NOTES:

1. THE LOCATIONS OF THE UTILITIES SHOWN IN THE PLANS ARE BASED ON THE LIMITED INVESTIGATION TECHNIQUES AND SHOULD BE CONSIDERED APPROXIMATE ONLY. NOTIFY UTILITY OWNERS 48 HRS. PRIOR TO COMMENCEMENT OF WORK.
2. UTILITY OWNERS FOR THIS PROJECT INCLUDE:

COMPANY	LOCAL CONTACT	TELEPHONE NUMBER
COMCAST/ CHARTER	JERROLD KAISER	N/A
CHARLOTTE COUNTY UTILITIES	VINCENT LOCKHART	941-628-4847
FL POWER AND LIGHT	CHARLOTTE MILLER	386-322-3420
CENTURY LINK	RYAN EGAN	N/A

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

CARLOS A. ROSERO, P.E.
LICENSE NUMBER 87356
KISINGER CAMPO & ASSOCIATES
5201 BLUE LAGOON DRIVE, SUITE 828
MIAMI, FL 33126

CHARLOTTE COUNTY
DEPARTMENT OF PUBLIC WORKS ENGINEERING

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
N/A	CHARLOTTE	453062-1-58-01

UTILITY ADJUSTMENTS

SHEET NO. 15

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

Exhibit B – 25-166 V&H Construction - Bid Response

BID FORM
GILLOT BOULEVARD, NORTH OF BLITMAN STREET, CONSTRUCTION REPAIRS
BID NO. 20250166

TO: Senior Division Manager - Purchasing
Board of County Commissioners
Charlotte County Administration Center
18500 Murdock Circle
Port Charlotte, Florida 33948-1094

The undersigned, as bidder, does hereby declare that he has read the Request for Bids, Instructions to Bidders, General Provisions, Special Provisions, Technical Specifications & Conditions, Federal Provisions, Federal Grant Requirements, Insurance, Safety & Health Requirements, Bid Form, Plans, Permit Fees, MOT Policy and any other documentation for

GILLOT BOULEVARD, NORTH OF BLITMAN STREET, CONSTRUCTION REPAIRS

and further agrees to furnish all items listed on the attached Bid Form in accordance with the unit price(s) submitted. The above specified documents are herein incorporated into the Bid Form and shall be defined as the contract documents.

TOTAL AMOUNT:

Four Hundred Thirty Five Thousand Eight Hundred Forty Dollars And Sixty Cents (TYPE/PRINT) $ 435,840.60 (NUMERIC)

S/B Four Hundred Thirty Five Thousand Eight Hundred Forty Dollars and Thirty Cents [ss]

S/B $435,840.30 [ss]

Completion Time of 60 calendar days

Notice Needed Prior to Commencement: 10 **calendar days**

Liquidated Damages $1,690 per calendar day

Please indicate by (√) that you have included the following documentation with your bid:

(√) **License Requirement: FDOT Certified; must be FDOT Prequalified in Grading and Drainage**
(√) **Certification For Disclosure of Lobbying Activities on Federal Aid Contracts**
(√) **LAP Certification of Current Capacity and Contract on Hand**
(√) **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**
(√) **Non-Collusion Declaration and Compliance**

NOTE: In accordance with Florida Statues, Section 119.071(1)(b)2: Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.071(1)(b)2 and s. 24(a), Art. I of the State Constitution, except as provided by Florida Statutes 255.0518, until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. Upon release of the intended decision, if you wish to obtain the quote results, you may do so by visiting our Website at http://purchasingbids.charlottecountyfl.gov/ under "Purchasing Bids Online", document number 251664. No information regarding the submittal will be divulged over the telephone.

OPTIONAL ELECTRONIC BID SUBMISSIONS: If your firm would like to submit your bid electronically, please visit http://bit.ly/3TYAyKa and follow given instructions.

Name of Bidder: VHH CONSTRUCTION, INC.
(This form to be returned)

SUMMARY OF PAY ITEMS FOR GILLOT BOULEVARD, NORTH OF BLITMAN STREET, CONSTRUCTION REPAIRS

BID ITEM	ITEM DESCRIPTION	UOM	EST QTY	UNIT PRICE	EXTENDED PRICE
102-1	Maintenance of Traffic	LS	1	$ 7,000.00	$ 7,000.00
104-10-3	Sediment Barrier	LF	323	$ 2.00	$ 646.00
104-11	Floating Turbidity Barrier	LF	149	$ 30.00	$ 4,470.00
110-1-1	Clearing and Grubbing (0.39 acres)	LS	1	$ 40,000.00	$ 40,000.00
120-1	Excavation	CY	159	$ 30.00	$ 4,770.00
120-6	Embankment	CY	533	$ 82.00	$ 43,706.00
160-4-12	Type B Stabilization LBR 70 (12")	SY	603	$ 40.00	$ 24,120.00
285-701	Optional Base, Base Group 1	SY	81	$ 50.00	$ 4,050.00
285-709	Optional Base, Base Group 9	SY	526	$ 85.00	$ 44,710.00
430-175-254	Pipe Culvert, Opt Material, Other Shape, Elliptical/Arch, 54"S/CD	LF	70	$ 1,000.00	$ 70,000.00
430-982-642	Mitered End Section, Optional, Elliptical/Arch, 54" CD	EA	2	$ 25,000.00	$ 50,000.00
522-6	Concrete Driveway, 6" Thick	SY	35	$ 160.00	$ 5,600.00
536-1-1	Guardrail	LF	175	$ 85.00	$ 14,875.00
536-73	Guardrail Removal	LF	153	$ 15.00	$ 2,295.00
536-85-20	End Anchorage Assembly (Trailing Anchorage)	EA	2	$ 4,300.00	$ 8,600.00
536-85-24	End Anchorage Assembly (Parallel)	EA	2	$ 4,300.00	$ 8,600.00
570-1-2	Performance Turf, Sod	SY	420	$ 10.00	$ 4,200.00
700-1-111	Single Column Ground Sign Assembly, F and I, Ground Mount, < 12 SF	AS	2	$ 600.00	$ 1,200.00
700-1-500	Single Column Ground Sign Assembly, Relocate	AS	2	$ 270.00	$ 540.00
705-10-3	Object Marker, Type 3	EA	2	$ 200.00	$ 400.00
706-1-3	Pavement Marker, Type B	EA	6	$ 12.00	$ 72.00
710-11-101	Painted Pavement Markings White 6"	GM	0.0760	$ 10,500.00	$ 798.00
710-11-231	Painted Pavement Markings Yellow 6"	GM	0.0380	$ 10,500.00	$ 399.00
TS-14	As-Built Drawings	LS	1	$ 10,000.00	$ 10,000.00

Name of Bidder: KHH CONSTRUCTION, INC.
(This form to be returned)

SUMMARY OF PAY ITEMS FOR GILLOT BOULEVARD, NORTH OF BLITMAN STREET, CONSTRUCTION REPAIRS (CONTINUED)

BID ITEM	ITEM DESCRIPTION	UOM	EST QTY	UNIT PRICE	EXTENDED PRICE
BID ITEMS TO BE INVOICED SEPARATELY					
160-4-4	Type B Stabilization LBR 70 (6")	SY	120	$ 45.00	$ 5,400.00
430-174-218	Pipe Culvert, Other Shape - Elliptical/Arch, 14" X 23" S/CD	LF	32	$ 225.00	$ 7,200.00
522-4	Concrete Driveway, 4" Thick	SY	130	$ 85.00	$ 11,050.00
FDOT LAP CLASS D SPECIFICATION PACKAGE					
334-1-12	Superpave Asphaltic Conc, Traffic B	TN	91	$ 335.00	$ 30,485.00
339-1	Miscellaneous Asphalt Pavement	TN	11	$ 900.00	$ 9,900.00
GILLOT BOULEVARD, NORTH OF BLITMAN STREET, CONSTRUCTION REPAIRS SUB-TOTAL:					$ 415,086.00

101-1 Mobilization/Demobilization: The cost for mobilization/demobilization shall be five percent (5%) of the sub-total project cost.

SUB-TOTAL $ 415,086.00 **X 5% = $** 20,754.30

GILLOT BOULEVARD, NORTH OF BLITMAN STREET, CONSTRUCTION REPAIRS BID TOTAL: **$** 435,840.00

S/B $435,840.30 [ss]

RADE VUKMIROVIC
PRESIDENT
02/19/2025

Name of Bidder: V & H CONSTRUCTION, INC.

(This form to be returned)

Valenti Trobec Chandler, Inc.
04/09/2024 08:28 592192805280

THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY

GENERAL POWER OF ATTORNEY

Bond Number: N/A **Principal: V & H Construction, Inc.**

Project: Gillot Boulevard, North of Blitman Street, Construction Repairs / Bid No 20250166

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: **Wendy Lee Hingson, Terence J. Griffin, Susan L. Small, Krista L. Pocket, John L. Budde, Bryan L. Formsma, Jeffrey Alan Chandler, and Alan P. Chandler of Troy, Michigan jointly and severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of $25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 4th day of November, 2022.

THE GRAY INSURANCE COMPANY SEAL

By: Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske
President
The Gray Casualty & Surety Company

THE GRAY CASUALTY & SURETY COMPANY SEAL

State of Louisiana
ss:
Parish of Jefferson

On this 4th day of November, 2022, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.

Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this **19th** day of **February** , **2025** .

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company , do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this **19th** day of **February** , **2025** .

THE GRAY INSURANCE COMPANY SEAL

THE GRAY CASUALTY & SURETY COMPANY SEAL

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
V & H Construction, Inc.
4675 Elevation Way
Fort Myers, Florida 33905

SURETY:
(Name, legal status and principal place of business)
The Gray Casualty & Surety Company
P.O. Box 6202
Metairie, Louisianna 70009-6202

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)
Charlotte County Board of County Commissioners
18500 Murdock Circle
Port Charlotte, Florida 33948
BOND AMOUNT: Five Percent (5%) of Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)
Gillot Boulevard, North of Blitman Street, Construction Repairs / Bid No 20250166

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this **19th** day of **February, 2025**

(Witness)

V & H Construction, Inc.
(Principal) *(Seal)*

(Title)

(Witness)

The Gray Casualty & Surety Company
(Surety) *(Seal)*

(Title) **Wendy Lee Hingson , Attorney-in-Fact and Florida Resident Agent (239) 275-8226**

Init.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/5/2025

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

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

PRODUCER VTC Insurance Group Troy Office 1175 W. Long Lake Ste. 200 Troy MI 48098-4960	CONTACT NAME: Wendy Hingson PHONE (A/C, No, Ext): (239) 275-8226 FAX (A/C, No): E-MAIL ADDRESS: whingson@vtcins.com
INSURED V & H Construction Inc. S & F Construction Holdings, LLC 4675 Elevation Way Fort Myers, FL 33905	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: National Fire Ins. of Hartford — 20478 INSURER B: The Continental Insurance Co. — 035289 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 2025 - 2026 All Lines **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	X	Y	7018092416	1/1/2025	1/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS X HIRED AUTOS [X] NON-OWNED AUTOS	X	Y	7018092433	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED X RETENTION $ 0	X	Y	7018092402 UMBRELLA FOLLOWS FORM	1/1/2025	1/1/2026	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	7018092447	1/1/2025	1/1/2026	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Inland Marine			7018092416	1/1/2025	1/1/2026	Leased/Rented Any One Item	$500,000
A	Installation Floater			7018092416	1/1/2025	1/1/2026	Installation Floater	$300,000

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

Bid: Gillot Blvd, North of Blitman Street Construction Repairs / Bid NO 20250166
Where required by written contract, Charlotte County, a political subdivision of the State of Florida, its officers, agents, employees and volunteers are add'l insured for General Liability (GL) as respects ongoing & completed operations on a primary & non-contributory basis and add'l insured with respects to Automobile liability. GL, Auto & Workers Comp policies include waiver of subrogation on behalf of the additional insured as required by written contract and where allowed by law. Umbrella/Excess liability coverage follows form over GL, Auto & Employers Liability. Insurer will endeavor to mail 30 days written

CERTIFICATE HOLDER

Charlotte County
18500 Murdock Circle
Port Charlotte, FL 33948

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Alan Chandler/V510

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COMMENTS/REMARKS

notice of cancellation to the certificate holder for the additional insured, however, failure to do so will impose no liability of any kind upon the insurer or its agents or representatives.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/5/2025

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

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

PRODUCER	CONTACT NAME: Wendy Hingson	
VTC Insurance Group Troy Office 1175 W. Long Lake Ste. 200 Troy MI 48098-4960	PHONE (A/C, No, Ext): (239) 275-8226	FAX (A/C, No):
	E-MAIL ADDRESS: whingson@vtcins.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: National Fire Ins. of Hartford	20478
INSURED V & H Construction Inc. S & F Construction Holdings, LLC 4675 Elevation Way Fort Myers, FL 33905	INSURER B: The Continental Insurance Co.	035289
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 2025 - 2026 All Lines **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	X	Y	7018092416	1/1/2025	1/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS [X] SCHEDULED AUTOS X HIRED AUTOS [X] NON-OWNED AUTOS	X	Y	7018092433	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 0	X	Y	7018092402 UMBRELLA FOLLOWS FORM	1/1/2025	1/1/2026	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] N/A If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	7018092447	1/1/2025	1/1/2026	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Inland Marine			7018092416	1/1/2025	1/1/2026	Leased/Rented Any One Item	$500,000
A	Installation Floater			7018092416	1/1/2025	1/1/2026	Installation Floater	$300,000

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

Bid: Gillot Blvd, North of Blitman Street Construction Repairs / Bid NO 20250166
Where required by written contract, Charlotte County, a political subdivision of the State of Florida, its officers, agents, employees and volunteers are add'l insured for General Liability (GL) as respects ongoing & completed operations on a primary & non-contributory basis and add'l insured with respects to Automobile liability. GL, Auto & Workers Comp policies include waiver of subrogation on behalf of the additional insured as required by written contract and where allowed by law. Umbrella/Excess liability coverage follows form over GL, Auto & Employers Liability. Insurer will endeavor to mail 30 days written

CERTIFICATE HOLDER

Charlotte County
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Port Charlotte, FL 33948

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Alan Chandler/V510

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COMMENTS/REMARKS

notice of cancellation to the certificate holder for the additional insured, however, failure to do so will impose no liability of any kind upon the insurer or its agents or representatives.

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If notified of the acceptance of this bid form, the undersigned agrees to execute a Contract for the stated compensation in the form as prescribed by the County, within the time constraints outlined in Instructions to Bidders.

The signature below is a guarantee that the Bidder will not withdraw his/her bid for a period of 60 days after the scheduled time for opening the bids.

The undersigned agrees, if awarded this bid, to furnish a Performance and Payment Bond in the amount of 100% of the total project price within 14 calendar days after notification of award to the Purchasing Division. The undersigned shall be responsible and bear all costs associated to record Performance and Payment Bond with the Charlotte County Clerk of Court Office. Receipt of said recording shall be furnished to the Purchasing Division.

In accordance with section 287.135, Florida Statutes, the undersigned certifies that the company is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and does not have business operations in Cuba or Syria (if applicable) or the Scrutinized Companies that Boycott Israel List or is not participating in a boycott of Israel.

Enclosed is a cashier's check or bid bond in the amount of $ 5% , which is not less than 5% of the total bid price, as guarantee that the undersigned will enter into a Contract for the work/material as required in this Bid Document. **Note: Failure to submit a 5% bid bond will be cause for rejection of bid**.

All contract documents (i.e.; performance and payment bond, cashier's check, bid bond) shall be in the name of "Charlotte County".

The undersigned acknowledges receipt of the following addenda, and the cost, if any, of such revisions has been included in the price bid.

Addendum No. 1, Dated 01/16/25 Addendum No. 2, Dated 02/06/25 Addendum No. 3, Dated 02/11/25

Addendum No. _____, Dated_____; Addendum No. _____, Dated_____ ; Addendum No. ____, Dated _____

HOLD HARMLESS AGREEMENT: V&H CONSTRUCTION, INC. (name of firm), it's officers and members shall, through the signing of this document by an authorized party or agent, indemnify and hold harmless Charlotte County, a political subdivision of the state of Florida, its officers, agents, employees, and volunteers, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of V&H CONSTRUCTION and persons employed or utilized by V&H CONSTRUCTION in the performance of this contract V&H CONSTRUCTION (name) agrees that the first ten dollars ($10.00) of compensation received under this contract represents specific consideration for this indemnification obligation.

Type of Organization (Please Check One): **Individual Ownership** ____ **Joint Venture** ____
Partnership ____ **Corporation** X

Name of Bidding Firm V & H CONSTRUCTION, INC.

Mailing Address 4675 ELEVATION WAY, SUITE 210, FORT MYERS, FL 33905

Location Address 4675 ELEVATION WAY, SUITE 210

City & State FORT MYERS, FLORIDA **ZIP** 33905

Telephone: (239) 989-7633 **E-mail:** VHINFO@VHCONSTRUCTION.NET

Signature of person authorized to bind the Company:

Print Name/Title of person authorized to bind the Company: RUDE VUJNOVICH, PRESIDENT

Date: 02/19/2025

(This form to be returned)

PURCHASING DIVISION

Charlotte County Administration Center
18500 Murdock Circle
Port Charlotte, Florida 33948-1094

Telephone (941) 743-1378
Facsimile (941) 743-1384

JANUARY 16, 2025

TO: PROSPECTIVE BIDDERS

RE: BID 20250166 GILLOT BOULEVARD, NORTH OF BLITMAN STREET, CONSTRUCTION REPAIRS

BID DUE DATE: FEBRUARY 19, 2025, ADDENDUM NO. 1

Bidders are hereby notified that this addendum shall be made a part of the above-named proposal and contract documents.

The following is issued to modify, and/or clarify the proposal and contract documents. These items shall have the same force and effect as the original Bid and contract documents, and Bids to be submitted on the specified date shall conform with the additions, deletions and revisions as listed herein.

UPDATE:
The attached prevailing wages will **REPLACE** the five (5) page document that is listed in the attachments of the bid.

This addendum is binding and is to be considered as if contained within the original quote documents of Bid No. 20250166. **Bidders are required to acknowledge receipt of this addendum on their Bid Forms.**

Kimberly Corbett

Kimberly A. Corbett, C.P.M., CPPB
Senior Division Manager - Purchasing

RADE VUJASKLIA, PRESIDENT
02/19/2025

KAC/ss

cc: File

PURCHASING DIVISION

Charlotte County Administration Center
18500 Murdock Circle
Port Charlotte, Florida 33948-1094

Telephone (941) 743-1378
Facsimile (941) 743-1384

FEBRUARY 6, 2025

TO: PROSPECTIVE BIDDERS

RE: BID 20250166 GILLOT BOULEVARD, NORTH OF BLITMAN STREET, CONSTRUCTION REPAIRS

BID DUE DATE: FEBRUARY 19, 2025, ADDENDUM NO. 2

Bidders are hereby notified that this addendum shall be made a part of the above-named proposal and contract documents.

The following is issued to modify, and/or clarify the proposal and contract documents. These items shall have the same force and effect as the original Bid and contract documents, and Bids to be submitted on the specified date shall conform with the additions, deletions and revisions as listed herein.

UPDATE:
The attached Contract pPans will **REPLACE** the 15 page document that is listed in the attachments of the bid.

This addendum is binding and is to be considered as if contained within the original quote documents of Bid No. 20250166. **Bidders are required to acknowledge receipt of this addendum on their Bid Forms.**

Kimberly Corbett

Kimberly A. Corbett, C.P.M., CPPB
Senior Division Manager - Purchasing

RADE VUKALLIVA, PRESIDENT
02/19/2025

KAC/ss

cc: File

PURCHASING DIVISION

Charlotte County Administration Center
18500 Murdock Circle
Port Charlotte, Florida 33948-1094

Telephone (941) 743-1378
Facsimile (941) 743-1384

FEBRUARY 11, 2025

TO: PROSPECTIVE BIDDERS

RE: BID 20250166 GILLOT BOULEVARD, NORTH OF BLITMAN STREET, CONSTRUCTION REPAIRS

BID DUE DATE: FEBRUARY 19, 2025, ADDENDUM NO. 3

Bidders are hereby notified that this addendum shall be made a part of the above-named proposal and contract documents.

The following is issued to modify, and/or clarify the proposal and contract documents. These items shall have the same force and effect as the original Bid and contract documents, and Bids to be submitted on the specified date shall conform with the additions, deletions and revisions as listed herein.

UPDATE:
There is a typographical error in Addenda two (2) as "Contract pPans" should be "Construction Plans".

REPLACEMENT PAGES:
The following pages are attached and should be replaced within the Bid Package:
1. Page 31-REV, TS-08, Bid Items have changed
2. Page 44-REV, Federal Grant Requirements, Grant Agreement Number has been updated

REPLACEMENT BID FORM SUMMARY OF PAY ITEMS:
1. Page 52-REV and 53-REV, Summary of Pay Items have been updated – **failure to use these attached pages will deem the Contractor non-responsive.**

QUESTIONS AND ANSWERS:
Q1. The bid tab calls for Pipe Culvert, Round, 54"S/CD and Mitered End Sect, Opt - Other, 54" CD. The plans call for 43" X 58" (68") Pipe and pipe ends. Which spec are we to use.
A1. The Bid tab has been updated in the Addendum. PIPE CULVERT, OPT MATERIAL, OTHER SHAPE - ELIP/ARCH, 54"S/CD. The pipe to be installed is per the plans. 43"x68" ERCP

Q2. The bid tab has 4" and 6" concrete driveway items with different quantities. Could you please explain the intent of having 2 concrete driveway bid items for what appears to be one driveway?
A2. The 6" concrete shall be poured per the plans in the ROW. Any remaining driveway beyond the plan limits will be 4" concrete. The undermining extent beyond the ROW is unknow and the 4" concrete is to make sure there is sufficient concrete for the project.

Q3. The bid tab appears to call for 6" Stabilized subgrade under the concrete driveway but the plan specs call for an undisclosed thickness of base rock Which spec are we to use? If we are to place base rock under the driveway which optional base group item is this being paid under?
A3. Charlotte County only requires Stabilized Subgrade LBR 70 under concrete driveways. There is no base rock or Optional base group item.

Q4. What is the anticipated start date?
A4. Bid Opening is February 19th, once approved, we anticipate the project to start as soon as possible. This is based on the selected contractor's Notice to Proceed date. Charlotte County would like to break ground in April 2025

Q5. Will bar grates be required on any of the CIP mitered end sections?
A5. Yes, bar grates are required and to be spaced accordingly to the plans as these will serve as Manatee Grates. Please see revised plans (Sheet 9) in Addendum #2 issued on February 6th, 2025.

Q6. I don't see an items for dewatering in the bid form.
A6. Dewatering necessary for the culvert replacement is covered under Section 120 of the FY 2024-25 FDOT Standard Specifications.

Q7. In addition, who is responsible for dewatering permits?
A7. The anticipated dewatering necessary for construction meets SWFWMD requirements under General WUP Permit by Rule which does not require an application to be submitted or permit to be issued.

This addendum is binding and is to be considered as if contained within the original quote documents of Bid No. 20250166. **Bidders are required to acknowledge receipt of this addendum on their Bid Forms.**

Kimberly Corbett

Kimberly A. Corbett, C.P.M., CPPB
Senior Division Manager - Purchasing

KAC/ss

cc: File

amount; however, the Contractor shall not exceed bid quantity without written approval from the County. The quantity to be paid for in this specification shall be paid for per square yards once satisfactorily completed and accepted.

C. BASIS OF PAYMENT – Price and payment will be full compensation for all work specified in this specification including all labor, materials, hardware, and incidental costs. Such price and payment shall constitute all items of work described herein completed and accepted. Payment for optional base group shall be made under:

Bid Item 285-701	**Optional Base, Base Group 1**	**Square Yards (SY)**
Bid Item 285-709	**Optional Base, Base Group 9**	**Square Yards (SY)**

TS-08 PIPE CULVERT:

A. GENERAL – The work specified in this Technical Specification shall conform to the requirements of Section 125 and 430 of the FDOT Standard Specifications and FDOT Standard Index, except as amended herein. Furnish and install Class III drainage pipe and mitered end sections at the locations called for in the plans, no substitutions of pipe will be accepted. Furnish and construct joints and connections to existing pipes, catch basins, inlets, manholes, walls, as may be required to complete the work.

B. BACKFILL UNDER WET CONDITIONS – Where wet conditions are such that dewatering by normal pumping methods would not be effective, the procedure outlined below may be used when specifically authorized by the Engineer in writing. The County will not pay for select material that might be used by the Contractor for his own convenience instead of dewatering. The County will permit the use of granular material below the elevation at which mechanical tampers would be effective, but only material classified as A-3. Place and compact the material using timbers or hand tampers until the backfill reaches an elevation such that its moisture content will permit the use of mechanical tampers. When the backfill has reached such elevation, use normally acceptable backfill material. Compact the material using mechanical tampers in such manner and to such extent as to transfer the compacting force into the material previously tamped by hand. The County will permit the use of coarse aggregate for pipe bedding only, below the elevation at which mechanical tampers would be effective. Use coarse aggregate as specified in Section 901 for Aggregate Size Number 89, 8, 78, 7, 68, 6, or 57. Place the coarse aggregate such that it will be stable and firm. Fully wrap the aggregate with a layer of Type D-4 filter fabric. Do not place coarse aggregate within 4 feet of the ends of the trench or ditch. Use normally accepted backfill material at the ends.

No pipe shall be placed in a wet or yielding trench. Any bedding material and/or fabric material that is not acceptable to County shall be replaced at the Contractors expense. Bedding material shall be incidental to this bid item.

Wrap all reinforced concrete pipe joints (round and elliptical) with a geotextile fabric as depicted in the "Filter Fabric Jacket" detail, Index 280 of the FDOT Design Standards. The unit cost for placement of pipe includes joint wrapping.

All excavation, trenching and related sheeting and bracing shall conform to the requirements of the Florida Trench Safety Act (C5/5B 2626) which incorporates by reference, OSHA's excavation safety standards, (29 CFR 1926.650 Subpart P).

Pipes to be set at design elevation with 0.00'+ tolerance and .04'- tolerance.

Final pipe inspection per section 430-4.8 of the FDOT Standard Specifications will be required except as amended herein. A DVD video report will not be required **unless** a visual inspection cannot be performed, or a visual inspection uncovers a deviation of the line, grade, shape, debris, leeks, or other defects.

C. METHOD OF MEASUREMENT – The quantity of storm drainpipe, storm drain trench, cross drainpipe, side drainpipe and gutter drainpipe as shown on the bid form is approximate and is given only as a basis of calculation for award of the contract. The actual quantities may vary substantially from the estimated amount; however, the Contractor shall not exceed bid quantity without written approval from the County. The quantity to be paid for in this specification shall be paid for per linear foot and/or per each once satisfactorily completed and accepted.

D. BASIS OF PAYMENT – Price and payment will be full compensation for all work specified in this specification including all labor, materials, hardware, and incidental costs. Such price and payment shall constitute all items of work described herein completed and accepted. Payment for pipe culvert shall be made under:

Bid Item 430-174-218	**Pipe Culvert, Other Shape - Elliptical/Arch, 14" X 23" S/CD**	**Linear Feet (LF)**
Bid Item 430-175-254	**Pipe Culvert, OPT Material, Other Shape, Elliptical/Arch, 54"S/CD**	**Linear Feet (LF)**
Bid Item 430-982-642	**Mitered End Section, Optional, Elliptical/Arch, 54"CD**	**Each (EA)**

FEDERAL GRANT REQUIREMENTS
GILLOT BOULEVARD, NORTH OF BLITMAN STREET, CONSTRUCTION REPAIRS
BID NO. 20250166

Federal Grant Requirements Gillot Boulevard, North of Blitman Street, Construction Repairs Bid No 20250166

This project is funded in whole or in part with funds from the Florida Department of Transportation (FDOT or the Department), Grant Agreement 453062-2-58-01 and as such, Contractors performing work on this Project are required to adhere to the following:

1. Restrictions, Prohibitions, Controls and Labor Provisions:

a. 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.

b. 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.

c. 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 Recipient.

d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

e. The Department shall consider the employment by any Contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the Contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

f. The Contractor Shall:

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

ii. Expressly require any Contractors and subcontractors performing work or providing services pursuant to this agreement 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 Contractor and subcontractor during the contract term.

g. The Contractor shall comply and require its Contractors and subcontractors to comply with all terms and conditions of FDOT Grant Agreement 453062-2-58-01 and all federal, state, and local laws and regulations applicable to this Project.

2. Indemnification and Insurance:

To the extent provided by law, the Contractor shall indemnify, defend, and hold harmless the County 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.

The foregoing indemnification shall not constitute a waiver of the Department's or the County's 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 County for the negligent acts or omissions of the County, 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

SUMMARY OF PAY ITEMS FOR GILLOT BOULEVARD, NORTH OF BLITMAN STREET, CONSTRUCTION REPAIRS

BID ITEM	ITEM DESCRIPTION	UOM	EST QTY	UNIT PRICE	EXTENDED PRICE
102-1	Maintenance of Traffic	LS	1	$	$
104-10-3	Sediment Barrier	LF	323	$	$
104-11	Floating Turbidity Barrier	LF	149	$	$
110-1-1	Clearing and Grubbing (0.39 acres)	LS	1	$	$
120-1	Excavation	CY	159	$	$
120-6	Embankment	CY	533	$	$
160-4-12	Type B Stabilization LBR 70 (12")	SY	603	$	$
285-701	Optional Base, Base Group 1	SY	81	$	$
285-709	Optional Base, Base Group 9	SY	526	$	$
430-175-254	Pipe Culvert, Opt Material, Other Shape, Elliptical/Arch, 54"S/CD	LF	70	$	$
430-982-642	Mitered End Section, Optional, Elliptical/Arch, 54" CD	EA	2	$	$
522-6	Concrete Driveway, 6" Thick	SY	35	$	$
536-1-1	Guardrail	LF	175	$	$
536-73	Guardrail Removal	LF	153	$	$
536-85-20	End Anchorage Assembly (Trailing Anchorage)	EA	2	$	$
536-85-24	End Anchorage Assembly (Parallel)	EA	2	$	$
570-1-2	Performance Turf, Sod	SY	420	$	$
700-1-111	Single Column Ground Sign Assembly, F and I, Ground Mount, < 12 SF	AS	2	$	$
700-1-500	Single Column Ground Sign Assembly, Relocate	AS	2	$	$
705-10-3	Object Marker, Type 3	EA	2	$	$
706-1-3	Pavement Marker, Type B	EA	6	$	$
710-11-101	Painted Pavement Markings White 6"	GM	0.0760	$	$
710-11-231	Painted Pavement Markings Yellow 6"	GM	0.0380	$	$
TS-14	As-Built Drawings	LS	1	$	$

Name of Bidder:_____

(This form to be returned)

SUMMARY OF PAY ITEMS FOR GILLOT BOULEVARD, NORTH OF BLITMAN STREET, CONSTRUCTION REPAIRS (CONTINUED)

BID ITEM	ITEM DESCRIPTION	UOM	EST QTY	UNIT PRICE	EXTENDED PRICE
BID ITEMS TO BE INVOICED SEPARATELY					
160-4-4	Type B Stabilization LBR 70 (6")	SY	120	$	$
430-174-218	Pipe Culvert, Other Shape - Elliptical/Arch, 14" X 23" S/CD	LF	32	$	$
522-4	Concrete Driveway, 4" Thick	SY	130	$	$
FDOT LAP CLASS D SPECIFICATION PACKAGE					
334-1-12	Superpave Asphaltic Conc, Traffic B	TN	91	$	$
339-1	Miscellaneous Asphalt Pavement	TN	11	$	$
GILLOT BOULEVARD, NORTH OF BLITMAN STREET, CONSTRUCTION REPAIRS SUB-TOTAL:					$

101-1 Mobilization/Demobilization: The cost for mobilization/demobilization shall be five percent (5%) of the sub-total project cost.

SUB-TOTAL $_____ X 5% = $_____

GILLOT BOULEVARD, NORTH OF BLITMAN STREET, CONSTRUCTION REPAIRS BID TOTAL: $_____

ADDENDUM RECEIVED

PRIDE VUTA KUUA, PRESIDENT
02/19/2025

Name of Bidder:_____

(This form to be returned)

HUMAN TRAFFICKING AFFIDAVIT
for Nongovernmental Entities Pursuant To FS. §787.06

Charlotte County Contract #20250166

The undersigned on behalf of the entity listed below, (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. I am over the age of 18 and I have personal knowledge of the matters set forth except as otherwise set forth herein.

2. I am an officer or representative of the Nongovernmental Entity and authorized to provide this affidavit on the Company's behalf.

3. Nongovernmental Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.

4. This declaration is made pursuant to Section 92.525, Florida Statutes. I understand that making a false statement in this declaration may subject me to criminal penalties.

Under penalties of perjury, I declare that I have read the foregoing Human Trafficking Affidavit and that the facts stated in it are true.

Further Affiant sayeth naught.

Signature

RADE VUTAKLIJA
Printed Name

PRESIDENT
Title

VTH CONSTRUCTION
Nongovernmental Entity

02/19/2025
Date

(This form to be returned)

BIDDERS SUBCONTRACTOR LIST
GILLOT BOULEVARD, NORTH OF BLITMAN STREET, CONSTRUCTION REPAIRS
BID NO. 20250166

Will you be employing Subcontractors to perform parts of this project? ☐ YES ☒ NO

If "Yes", identify each firm below with all requested information. Use additional forms if necessary. The Awarded Contractor shall not change or use subcontractors not identified on this form without prior written approval from Charlotte County. Any request for changes in subcontractors shall be made in writing and approved by the County.

COMPANY NAME:	NONE AT THIS TIME	
COMPANY ADDRESS:	TO BE DETERMINED	
CONTACT PERSON:		
CONTACT NUMBERS:	OFFICE:	CELL:
CONTACT EMAIL:		
WORK TO BE PROVIDED:		

COMPANY NAME:		
COMPANY ADDRESS:		
CONTACT PERSON:		
CONTACT NUMBERS:	OFFICE:	CELL:
CONTACT EMAIL:		
WORK TO BE PROVIDED:		

COMPANY NAME:		
COMPANY ADDRESS:		
CONTACT PERSON:		
CONTACT NUMBERS:	OFFICE:	CELL:
CONTACT EMAIL:		
WORK TO BE PROVIDED:		

Name of Bidder: VHH CONSTRUCTION, INC

(This form to be returned)

COMPANY NAME:	NONE AT THIS TIME	
COMPANY ADDRESS:	TO BE DETERMINED	
CONTACT PERSON:		
CONTACT NUMBERS:	OFFICE:	CELL:
CONTACT EMAIL:		
WORK TO BE PROVIDED:		

COMPANY NAME:		
COMPANY ADDRESS:		
CONTACT PERSON:		
CONTACT NUMBERS:	OFFICE:	CELL:
CONTACT EMAIL:		
WORK TO BE PROVIDED:		

COMPANY NAME:		
COMPANY ADDRESS:		
CONTACT PERSON:		
CONTACT NUMBERS:	OFFICE:	CELL:
CONTACT EMAIL:		
WORK TO BE PROVIDED:		

Name of Bidder: VTH CONSTRUCTION, INC.
(This form to be returned)

DRUG FREE WORKPLACE FORM
GILLOT BOULEVARD, NORTH OF BLITMAN STREET, CONSTRUCTION REPAIRS
BID NO. 20250166

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that V+H CONSTRUCTION (name of business) does:

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 five (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 fully with the above requirements.

Signature _____

Dated 02/19/2025

Name of Bidder: V+H CONSTRUCTION, INC.
(This form to be returned)

REFERENCES: GILLOT BOULEVARD, NORTH OF BLITMAN STREET, CONSTRUCTION REPAIRS

Contractor shall submit a minimum of three (3) recent (within the past five (5) years) references of projects of similar size and scope. Each reference shall include a project description, project location, name and phone number of a contact person, total project amount, and completion date. The County reserves the right to contact references.

1. Project Owner / Company: PLEASE SEE ATTACHMENT "A"

Name of Contact Person:_____ Telephone #_____

Address:_____

City & State:_____ Zip Code:_____

Project Description:_____

_____

_____

Total Project Amount: $_____ Completion Date:_____

2. Project Owner / Company:_____

Name of Contact Person:_____ Telephone #_____

Address:_____

City & State:_____ Zip Code:_____

Project Description:_____

_____

_____

Total Project Amount: $_____ Completion Date:_____

3. Project Owner / Company:_____

Name of Contact Person:_____ Telephone #_____

Address:_____

City & State:_____ Zip Code:_____

Project Description:_____

_____

_____

Total Project Amount: $_____ Completion Date:_____

4. Project Owner / Company:_____

Name of Contact Person:_____ Telephone #_____

Address:_____

City & State:_____ Zip Code:_____

Project Description:_____

_____

_____

Total Project Amount: $_____ Completion Date:_____

Name of Bidder: VHH CONSTRUCTION, INC.

(This form to be returned)

BYRD ANTI-LOBBYING CERTIFICATION

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(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 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 an 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 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.

(3) The undersigned shall require that the language of this certification 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.

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.C. 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.

02/19/2025
Date

RADE VUKELJA
Type or Print Name


Signature

PRESIDENT
Title

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

LAP CERTIFICATION

575-095-05
RIGHT OF WAY
01/17

R/W ITEM/SEGMENT NO.:	453062-1-38/58/68-01	MANAGING DISTRICT:	1
CONSTRUCTION ITEM/SEGMENT NO.:		STATE ROAD:	01509000
F.A.P. NO. (Construction):	453062-1-58-01	DESCRIPTION:	Repairs to Gillot Blvd at Biltman Waterway
COUNTY:	Charlotte		
LETTING DATE:	02/19/2025		

The undersigned hereby certifies as follows:

Title to all property and easements needed for the above construction project is vested in the Florida Department of Transportation (Department) or a state or local government. The Department has obtained sufficient authority to construct and maintain the proposed improvements on property and easements owned by state or local governments. Further:

Acquisition

☒ Right of way was not acquired for this project.

☐ Right of way was acquired for this project in compliance with applicable state and federal law.

Relocation

☒ No persons or businesses were required to move or move personal property from the project right of way.

☐ All persons and businesses that were required to move or move personal property from the project right of way have been provided relocation assistance in compliance with applicable state and federal law.

Demolition

☐ No structures or improvements, including encroachments, required removal from the project right of way.

☒ All structures and/or improvements, including encroachments, have been removed from the project right of way in compliance with applicable state and federal law, or will be included in the construction contract.

Asbestos Abatement

☐ No structures or improvements requiring asbestos abatement were located on the project right of way.

☒ Asbestos abatement of buildings and/or structures, including those to be removed by the construction contractor, has been completed in compliance with applicable state and federal law, or will be included in the construction contract.

Submitted by Local Agency: Johnson, Lindsey Digitally signed by Johnson, Lindsey Date: 2023.05.11 16:39:47 -04'00'

Title: Lindsey Johnson, Projects Manager Date:

Certified by FDOT:

Title: Date:

RADE VUJASKLISA 02/19/2025
PRESIDENT
VHH CONSTRUCTION, INC.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

375-030-33
PROCUREMENT
01/24

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any 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.

(3) The undersigned shall require that the language of this certification 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.

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: VJH CONSTRUCTION, INC.

By: BRADE VUKELIJA Date: 02/19/2025

Authorized Signature: _____

Title: PRESIDENT

LAP CERTIFICATION OF CURRENT CAPACITY

CONFIDENTIAL per Ch 337.14(1) F.S.

For bids to be received on FEBRUARY 19, 2025
(Letting Date)

Fill in your FDOT Vendor Number
VF 47445157200001
(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) $ 4,741,000.00

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

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

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

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

I certify that the information above is correct.

VTH CONSTRUCTION, INC.
NAME OF FIRM

By: [signature]

ANDRE VUKMIROVIC, PRESIDENT
Title

Sworn to and subscribed this 19th day of FEBRUARY, 2025

[signature]

Notary Public State of Florida
Jennifer M Jedlicka
My Commission
HH 219174
Exp. 1/25/2026

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
LEE COUNTY-LITTLETON ROAD DRAINAGE, MINOR BRIDGE REPAIR BOX CULVERT EXTENSION	$4,670,000		$4,670,000		$400,000
8240282 LND, BELL BLVD. SIDEWALK FROM SR 82 TO SUNRISE - LEE COUNTY	$3,187,000	$200,000	$2,987,000	$1,300,000	
- SIDEWALK, DRAINAGE, MOT, STRIPING, FLEXIBLE PAVING, GRADING					
24-21-01 - VH04 CORKSCREW RD. PATHWAY, TOWN OF ESTERO	$3,041,000		$3,041,000		$3,041,000
- DRAINAGE					
- GRADING					

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	$1,300,000 $0.00	$3,441,000 $0.00
TOTAL UNCOMPLETED WORK ON HAND TO BE DONE BY YOU (TOTAL COLUMNS 5 AND 6)	$0.00	$4,741,000

RHOE VUHKUVA, VH CONSTRUCTION, INC
PRESIDENT
02/19/2015

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: V+H CONSTRUCTION, INC.

By: RADE VUJAKLIJA

Date: 02/19/2025

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.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

NON-COLLUSION DECLARATION AND COMPLIANCE WITH 49 CFR § 29

ITEM/SEGMENT NO.: 453062-1-38/58/68-01
F.A.P. NO.: 453062-1-58-01
MANAGING DISTRICT: 1
PARCEL NO.: _____
COUNTY OF: CHARLOTTE
BID LETTING OF: FEBRUARY 19 2025

I, RADE VUJAKLIJA (NAME), hereby declare that I am

PRESIDENT (TITLE) of VJH CONSTRUCTION, INC. (FIRM)

of FORT MYERS, 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: BLADE VUJASINOVIC, PRESIDENT
NAME AND TITLE PRINTED

BY: _____
SIGNATURE

WITNESS: _____

WITNESS: _____

Executed on this 19th day of FEBRUARY, 2025

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

"General Decision Number: FL20240242 09/13/2024

State: Florida

Construction Type: Highway

County: Charlotte County in Florida.

HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	• Executive Order 14026 generally applies to the contract. • The contractor must pay all covered workers at least $17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	• Executive Order 13658 generally applies to the contract. • The contractor must pay all covered workers at least $12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	09/13/2024

SUFL2022-011 06/27/2024

	Rates	Fringes

CARPENTER	$ 24.79	0.00
CEMENT MASON/CONCRETE FINISHER	$ 23.06	0.00
ELECTRICIAN	$ 21.00	3.53
IRONWORKER	$ 24.16	0.00
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor	$ 15.88 **	0.86
LABORER: Common or General	$ 18.55	1.79
LABORER: Mason Tender - Cement/Concrete	$ 20.24	2.01
LABORER: Pipelayer	$ 20.10	8.99
LABORER: Grade Checker	$ 17.21	0.00
OPERATOR: Backhoe/Excavator/Trackhoe	$ 22.92	6.52
OPERATOR: Bobcat/Skid Steer/Skid Loader	$ 23.46	1.25
OPERATOR: Boom	$ 33.61	11.50
OPERATOR: Broom/Sweeper	$ 19.52	0.82
OPERATOR: Bulldozer	$ 24.85	0.00
OPERATOR: Crane	$ 30.80	11.50
OPERATOR: Grader/Blade	$ 25.02	0.00
OPERATOR: Loader	$ 20.05	4.22
OPERATOR: Mechanic	$ 27.61	1.00
OPERATOR: Milling Machine	$ 19.68	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete)	$ 22.72	0.00
OPERATOR: Piledriver	$ 22.98	0.00
OPERATOR: Roller	$ 20.50	0.00
OPERATOR: Scraper	$ 15.54 **	0.00
OPERATOR: Screed	$ 22.92	0.00
OPERATOR: Tractor	$ 16.91 **	0.66
PAINTER	$ 21.02	0.00
TRAFFIC CONTROL PERSON	$ 16.87 **	0.00
TRUCK DRIVER: Dump Truck	$ 19.33	4.47
TRUCK DRIVER: Flatbed Truck	$ 20.00	0.00

TRUCK DRIVER: Lowboy Truck.....$ 20.71 4.23

TRUCK DRIVER: Off the Road Truck.....$ 16.55 ** 0.00

TRUCK DRIVER: Water Truck.....$ 18.27 0.00

TRUCK DRIVER: Distributor Truck.....$ 22.43 0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($17.20) or 13658 ($12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

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 https://www.dol.gov/agencies/whd/government-contracts.

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) (iii)).

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.

State Adopted Rate Identifiers

Classifications listed under the ""SA"" identifier indicate that the prevailing wage rate set by a state (or local) government was adopted under 29 C.F.R §1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 01/03/2024 reflects the date on which the classifications and

rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

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 National Office because National Office has 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"

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Non-segregated 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. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
XI. Certification Regarding Use of Contract Funds for Lobbying
XII. Use of United States-Flag Vessels:

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, United States Code, as required in 23 CFR 633.102(b) (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). 23 CFR 633.102(e).

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. 23 CFR 633.102(e).

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) in accordance with 23 CFR 633.102. 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 solicitation-for-bids or request-for-proposals 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). 23 CFR 633.102(b).

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. 23 CFR 633.102(d).

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. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A 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 Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), 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 Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), 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 Part 230, Subpart A, 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 (*see* 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 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 Part 35 and 29 CFR Part 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. 23 CFR 230.409 (g)(4) & (5).

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, sexual orientation, gender identity, 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 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 or other knowledgeable company official.

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, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure 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. 23 CFR 230.409. 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, sexual orientation, gender identity, 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, sexual orientation, gender identity, 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 thereunder. 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, sexual orientation, gender identity, 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, 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. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient 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.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

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 more than $10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, 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, sexual orientation, gender identity, 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), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

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 (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), 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 basic hourly 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. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. 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 must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. 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 classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH–1321) must 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. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

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

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must 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 be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate 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 used 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) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) 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 will be sent by the contracting officer by email to DBAconformance@dol.gov. 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.

(4) 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 will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The 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.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must 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.

d. *Fringe benefits not expressed as an hourly rate.* 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 may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* 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, in accordance with the criteria set forth in § 5.28, 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.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and 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.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements* (1) *Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; 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 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section 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 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must 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.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements* (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.*, the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH–347 or in any other format desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division website at https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working 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 29 CFR part 3; and

(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(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

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

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, 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, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform 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 (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must 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, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must 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 this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

c. 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. 23 CFR 230.111(e)(2). 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 journeyworkers 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 as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 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 as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, 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 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 40 U.S.C. 3144(b) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

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

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), 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 watchpersons 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. 29 CFR 5.5.

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 and interest from the date of the underpayment. 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 watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* 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.

* $31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, 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 that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

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" in paragraph 1 of Section VI 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: (based on longstanding interpretation)

(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. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), 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. Pursuant to 23 CFR 635.116(c), 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. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

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 Part 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. 23 CFR 635.108.

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 Part 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). 29 CFR 1926.10.

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 Part 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 11, 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 (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of $150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply 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). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

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. 2 CFR 180.220 and 1200.220.

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. 2 CFR 180.320.

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. 2 CFR 180.325.

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. 2 CFR 180.345 and 180.350.

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, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient 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 recipient or subrecipient 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. 2 CFR 180.330.

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. 2 CFR 180.220 and 180.300.

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. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. 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 System for Award Management website (https://www.sam.gov/). 2 CFR 180.300, 180.320, and 180.325.

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 CFR 180.325.

* * * * *

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 CFR 180.335;.

(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, 2 CFR 180.800;

(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, 2 CFR 180.700 and 180.800; 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. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

* * * * *

3. **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). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant 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. 2 CFR 180.365.

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, Subpart I, 180.900 – 180.1020, 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 recipient or subrecipient 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 recipient or subrecipient 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. 2 CFR 1200.220 and 1200.332.

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. 2 CFR 180.220 and 1200.220.

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 System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

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. 2 CFR 180.325.

* * * * *

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

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should 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 Part 20, App. A.

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.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor 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. 46 CFR 381.7.

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 (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B) 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.

V & H CONSTRUCTION, INC.

4675 ELEVATION WAY, SUITE 210
FORT MYERS, FL 33905
PH: (239) 989-7633
VHINFO@VHCONSTRUCTION.NET

ATTACHMENT "A"

JOB EXPERIENCE PORTFOLIO:

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South Burnt Store Sidewalk Project – Charlotte County, FL – Project # 2016000069
Project Manager: Rade Vujaklija
Estimator: Rade Vujaklija
Project Engineer: Rade Vujaklija & Eldin Hotic, P.E.
Superintendent(s): Rade Vujaklija & Joe Martin Jr.
Start Date: February, 2016
Completion Date: August, 2016 (Completed 100 %)
Total Cost: $626,000.00
Reference: Charlotte County BOCC
Tara Musselman (Charlotte County Public Works – PM) Ph.: 941-575-3609

Class of Work: Sidewalk Construction, Excavation, Grading, Drainage, Striping & Sodding.

Description: The scope of work included the construction of approximately 12,000 LF of 8 FT wide concrete sidewalk, installation of Inlets and Drainage pipes, reconstruction of 30 EA driveways and reassessment of pavers on 3 EA driveways. The work included MOT, with lane closures for each concrete pour, Striping and Sodding. The CEI on this project was Charlotte County BOCC.

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SR35 (Bridge # 060008) & SR 64 (Bridge # 060021) Installation of Scour Countermeasures, Hardee County, FDOT Fin #435038-1-52-01, Contract #E1O75:
Project Manager: Rade Vujaklija
Estimator: Rade Vujaklija
Project Engineer: Rade Vujaklija & Eldin Hotic, P.E.
Superintendent(s): Rade Vujaklija & Joe Martin
Start Date: March, 2016
Completion Date: June, 2016 (Completed 100 %)
Total Cost: $150,000
Reference: FDOT - District 1
Susan Hindman – Cell.863-273-1656

Class of Work: R & R Intermediate Bridges –Underwater Installation of Pier Scour protection (Articulating Blocks), Slope Protection, Excavation, MOT, Sodding,.

Description: We were Prime Contractor on this FDOT unit priced project. The bridge scope of work included the underwater installation of the Articulating Blocks at all pier locations and underwater grouting, the job included intensive maintenance of traffic, lane closures and temporary road closures, Underwater debris removal and slope protection as well as erosion control and sodding.

***

Ford Street Filter Marsh / Shady Oaks Park Trail Improvements - Lee County, City of Fort Myers ITB: 41-13-14

Project Manager: Rade Vujaklija
Estimator: Rade Vujaklija
Project Engineer: Rade Vujaklija & Eldin Hotic, P.E.
Superintendent(s): Rade Vujaklija
Start Date: July, 2015
Completion Date: September, 2015 (Completed 100%)
Total Project Cost: $800,000
Change Orders: NONE
Reference: Infinite Construction, Inc.
Contact: Paul Kirilinas, Ph#: 239-826-1268
pkirilinas@inficonst.com

Class of Work: Driving Vinyl Sheet Piles, Demolition of Existing Boardwalk, Construction of New Boardwalk over water , RipRap Installation, Construction of A Sheet Pile Weir & Other Work Classes

Description: We were Subcontractor to Infinite Construction, Inc. on this City of Fort Myers unit priced project. Scope of Work included driving over 1700 LF of sheet piles, construction of Sheet Pile Weir Wall with reinforced concrete cap, demolition of existing boardwalk and construction of 1200 LF of new Boardwalk over water and 1700 LF of Riprap Installation.

***

SR 93 (I-75) Driving Steel Sheet Piles, Charlotte/Sarasota County, FDOT Fin #413044-2-52-01, Contract #T-1598:
Project Manager: Rade Vujaklija
Estimator: Rade Vujaklija
Project Engineer: Rade Vujaklija & Eldin Hotic, P.E.
Superintendent(s): Rade Vujaklija & Joe Martin
Start Date: March, 2016
Completion Date: June, 2016 (Completed 100 %)
Total Project Cost: $65,500
Change Orders: NONE
Reference: Astaldi Construciton Corporation
Contact: Domenico Falbo, Ph#: 954-496-3830
d.falbo@astaldi.com

Class of Work: Driving Steel Sheet Piles, Other Work Classes

Description: We were Subcontractor on this FDOT unit priced project. Scope of Work included driving approximately 200 LF of sheet piles in 4 different locations for dewatering purposes.

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Kentucky Street Sidewalk Project – City of Bonita Springs – RFB # 16-005
Project Manager: Rade Vujaklija
Estimator: Rade Vujaklija
Project Engineer: Rade Vujaklija & Eldin Hotic, P.E.
Superintendent(s): Rade Vujaklija & Sam Mujcic.
Start Date: October, 2016
Completion Date: March, 2017 (Completed 100 %)
Total Cost: $368,937.90
Reference: City of Bonita Springs
David Liccardi (Senior Project Manager) Ph.: 239-949-6262

Class of Work: R&R Minor Bridges, Sidewalk Construction, Excavation, Grading, Drainage, Striping & Sodding.

Description: The scope of work included the construction of approximately 4000 LF of 6 FT wide concrete sidewalk, installation of Inlets and Drainage pipes (700LF), reconstruction of 14 EA driveways, Bridge rehabilitation, with new barrier wall, wing wall and new sidewalk on the bridge The work included also MOT, with lane closures for each concrete pour, Striping and Sodding. The CEI on this project was City of Bonita Springs.

***

SR 93 (I-75) Concrete Gravity Wall and Slope Pavement, Charlotte/Sarasota County,
FDOT Fin #413044-2-52-01,
Contract #T-1598:
Project Manager: Rade Vujaklija
Estimator: Rade Vujaklija
Project Engineer: Rade Vujaklija & Eldin Hotic, P.E.
Superintendent(s): Rade Vujaklija, Joe Martin & Sam Mujcic
Start Date: December, 2016
Completion Date: April, 2017 (Completed 100 %)
Total Project Cost: $512,000
Change Orders: NONE
Reference: Astaldi Construciton Corporation
Contact: Domenico Falbo, Ph#: 954-496-3830
d.falbo@astaldi.com

Class of Work: R&R Intermediate Bridge, Gravity Walls, Concrete Slope Pavement, Steel Sheet Piles, Other Work Classes

Description: We are Subcontractor on this FDOT unit priced project. Scope of Work included demolition and construction of 2290 SY of Concrete Slope Pavement, 240 CY of Concrete Gravity wall, excavation and backfilling and installation of 240LF of Steel Sheet piles.

***

Imperial Bridge Widening , Lee County, City of Bonita Springs
Contract # 31-72-00 IMPERIAL RIBER BRIDGE
Project Manager: Rade Vujaklija
Estimator: Rade Vujaklija
Project Engineer: Rade Vujaklija & Eldin Hotic, P.E.
Superintendent(s): Rade Vujaklija & Joe Martin & Sam Mujcic
Start Date: October, 2016
Completion Date: January, 2017 (Completed 100 %)
Total Project Cost: $373,000
Change Orders: NONE
Reference: KBJ Development Services (Wright Construction Group)
Contact: Marc Wallace (239-481-7265)
Marc.wallace@wrightg.com

Class of Work: R&R Intermediate Bridge, Bridge Widening, Sidewalk Construction, Transition Walls, Guardrail, Other Work Classes

Description: We are Subcontractor on this City of Bonita Springs unit priced project. Scope of Work included demolition and construction (Widening) of 164LF long Bridge over Imperial River North and South Bound, Construction of transition walls, and 12 FT wide sidewalk on the bridge, Pilasters for lightening and Guardrail Installation on the bridge as well as addition classes of work.

***

Storm Water Control Structure – Lionheart 4.34 Waterway – Charlotte County, FL – Project # 2017000210
Project Manager: Rade Vujaklija
Estimator: Rade Vujaklija
Project Engineer: Rade Vujaklija & Eldin Hotic, P.E.
Superintendent(s): Rade Vujaklija, Joe Martin Jr. & Sam Mujcic
Start Date: May, 2017
Completion Date: October, 2017 (Completed 100%)
Total Cost: $882,000
Reference: Charlotte County BOCC
Contact: Karen Bliss – Project Manager
Phone: 941-575-3642
Email: karen.bliss@charlottecountyfl.gov

Class of Work: Concrete Box Culverts , Dewatering, Temporary Steel Sheet Piles, Grading, Flexible Paving, Asphalt Surface Courses, Guardrail, Pavement Markings, Structural Pile Jackets, Sewer, Drainage, Concrete Traffic Rail Barriers, Class V Painting, Riprap, Fabric form Riprap, Scour Protection, & Sodding.

Description: The scope of work included the demolition of the existing Box Culvert and construction of a new double Box Culverts 8'x10' approximately 76' long. Driving temporary sheet piles across the canal and dewatering was needed to demolish the existing structure and install the new one, sewer replacement and modification was needed on this project including directional drilling. The project also included the construction of 100 LF long sheet pile weir as well as 10 FT long pile jackets.
The CEI on this project was Charlotte County BOCC.

***

Bridge Repairs Project – Charlotte County, FL – Project # 2017000189
Project Manager: Rade Vujaklija
Estimator: Rade Vujaklija
Project Engineer: Rade Vujaklija & Eldin Hotic, P.E.
Superintendent(s): Rade Vujaklija, Joe Martin Jr. & Sam Mujcic
Start Date: May, 2017
Completion Date: September, 2017 (Completed 100 %)
Total Cost: $169,000
Reference: Charlotte County BOCC
Contact: Kelly Slaughter – Project Manager
Phone:941-575-3657
Email: kelly.slaughter@charlottecountyfl.gov

Class of Work: R&R Intermediate Bridge, R&R Minor Bridge, Integral Structural Pile Jackets, Maintenance of Traffic & Sodding.

Description: The scope of work included the installation of 11 EA, 15 FT long Structural Pile Jackets, as well as MOT including temporary lane closures, and site restoration on 5 Bridges over navigable waterways..
The CEI on this project was Charlotte County BOCC.

***

3rd ST and 2nd ST S, Naples – Collier County,
FDOT Fin #43318615201 & #43318815201
Contract #T-1686:
Project Manager: Rade Vujaklija
Estimator: Rade Vujaklija
Project Engineer: Rade Vujaklija & Eldin Hotic, P.E.
Superintendent(s): Rade Vujaklija, Joe Martin & Sam Mujcic
Start Date: October 2017
Completion Date: February 2018 (Completed 100%)
Total Project Cost: $304,735.00
Change Orders: NONE
Reference: FDOT
Contact: Chris Mollitor – Project Oversite I
Cell: 239-272-7175 Office:239-985-7883
Christopher.mollitor@dot.state.fl.us

Class of Work: Sidewalk Construction, Excavation, Grading, Drainage, Striping & Sodding.

Description: The scope of work included the construction of approximately 5000 LF of 6 FT wide concrete sidewalk, installation of Inlets and Drainage pipes, reconstruction of driveways. The work included also MOT, with lane closures for each concrete pour, Striping and Sodding.

***

Water Control Structure No. 115 Replacement – City of North Port , Sarasota County, FL – Project #2018-06
Project Manager: Rade Vujaklija
Estimator: Rade Vujaklija
Project Engineer: Rade Vujaklija & Eldin Hotic, P.E.
Superintendent(s): Rade Vujaklija, Joe Martin Jr., Joseph Martin Sr. & Sam Mujcic
Start Date: Feb, 2018
Completion Date: Feb, 2019 (Completed 100 %)
Total Cost: $1,064,496.00
Reference: City of North Port – Department of Public Works
Contact: Elizabeth Wong – Stormwater Manager
Phone:941-240-8321
Email: ewong@cityofnorthport.com

Class of Work: New Weir Construction, Permanent Steel Sheet Piles, Temporary Steel Sheet Piles, Dewatering in 2 phases, Demolition of walkways, Excavation, Embankment & Grading, Riprap, Sodding, Misc. Site Work.

Description: We are prime contractor on this $1,064,000.00 City of North Port project.
The project time is 360. The purpose of this project is the demolition and replacement of (1) existing Water Control Structure. The project includes canal restoration and realignment upstream and downstream of the weir structures. The project includes the construction of 142 LF long sheet pile weir, concrete cap and catwalk installation.
To build the new structures was involved, driving steel sheet piles, construction of concrete cap with embedded into it (4) 5'x5' SS Slide Gates, Pile Driving, construction of a concrete bridge platform and one single span Catwalk (Bridge).
The work also included 2200 tons of Riprap, Electrical work, Telemetry Installation,4 EA Actuators & Miscellaneous site work.
The CEI on this project was City of North Port.

***

Delmar Avenue Bay Side Improvements – Town of Fort Myers Beach , Lee County, FL – ITB-17-25-PW
Project Manager: Rade Vujaklija
Estimator: Rade Vujaklija
Project Engineer: Rade Vujaklija & Eldin Hotic, P.E.
Superintendent(s): Rade Vujaklija, Joe Martin Jr. & Sam Mujcic
Start Date: November, 2017
Completion Date: November, 2017 (Completed 100 %)
Total Cost: $28,400.00
Reference: Town of Fort Myers Beach – Department of Public Works
Contact: Chelsea O'Riley – Public Works Manager
Phone:239-765-0202 ext. 1701
Email: chelsea@fmbgov.com

Class of Work: New boardwalk / dock construction

Description: We were prime contractor on this $28,400.00, Town of Fort Myers Beach project.
The project time was 55 days and was completed in 14 days. The purpose of this project is the demolition of an existing observation dock and construction of a new one bigger.
The work also included construction of a kayak lunch ramp and site restoration.
The CEI on this project was Town of Fort Myers Beach.

***

Otis Road Outfall Replacement – City of North Port , Sarasota County, FL – Project #2018-38
Project Manager: Rade Vujaklija
Estimator: Rade Vujaklija
Project Engineer: Rade Vujaklija & Eldin Hotic, P.E.
Superintendent(s): Rade Vujaklija, Joe Martin Jr. & Sam Mujcic
Start Date: April, 2018
Completion Date: April, 2018 (Completed 100 %)
Total Cost: $57,800.00
Reference: City of North Port – Department of Public Works
Contact: Gerardo Traverso, PE, PMP
Phone:941-240-8063

Class of Work: Drainage Construction, Seawall, Temporary Shoring, Dewatering, Demolition, Excavation, Embankment & Grading, Riprap, Sodding, Misc. Site Work.

Description: We are prime contractor on this $57,800.00 City of North Port project.
The project time was 45 day and we completed the project in 14 days. The purpose of this project is the demolition and replacement of an existing 18'' CMP with a new 18'' HDEP and construction of a headwall with seawall panels attached to it as well as addition classes of work.
The CEI on this project was City of North Port.

***

Weir Modifications – Fordham Waterway – Charlotte County, FL – Project # 2018000326
Project Manager: Rade Vujaklija
Estimator: Rade Vujaklija
Project Engineer: Rade Vujaklija & Eldin Hotic, P.E.
Superintendent(s): Rade Vujaklija, Joe Martin Jr. & Sam Mujcic
Start Date: June 2018
Completion Date: June 2018 (Completed 100 %)
Total Cost: $59,220.00
Reference: Charlotte County BOCC
Contact: Karen Bliss – Project Manager
Phone: 941-575-3642
Email: karen.bliss@charlottecountyfl.gov

Class of Work: Dewatering, Rebar installation and Concrete pour.

Description: The scope of work included the modifications of the weirs on two (2) stormwater control structures on the Fordham Waterway located at Fordham 4.60 on Quasar Avenue and Fordham 5.11 on Peachland Boulevard in Port Charlotte, Florida. Work includes cutting the existing concrete wall weirs at each location and changing their opening sizes, as well as over-cutting for forming, reinforcing and pouring new weir over flows for each, together with other work and appurtenances as indicated on the plans and specifications.
The CEI on this project was Charlotte County BOCC.

***

G WEAVER HIPPS ELEMENTARY SCHOOL, Fort Myers – Lee County.
FDOT Fin #439111-1-52-01 & 440161-1-52-01
Contract # T-1692:
Project Manager: Rade Vujaklija
Estimator: Rade Vujaklija
Project Engineer: Rade Vujaklija & Eldin Hotic, P.E.
Superintendent(s): Rade Vujaklija, Joe Martin & Sam Mujcic
Start Date: June 2018
Completion Date: October 2018 (Completed 100%)
Total Project Cost: $ 548,549.00
Change Orders: NONE
Reference: FDOT
Contact: Chris Mollitor – Project Oversite I
Cell: 239-272-7175 Office:239-985-7883
Christopher.mollitor@dot.state.fl.us

Class of Work: Sidewalk Construction, Excavation, Grading, Drainage, Pavement reconstruction, Striping & Sodding.

Description: The scope of work included the construction of approximately 6,500 LF of 6 FT wide concrete sidewalk, installation of Inlets and Drainage pipes, reconstruction of driveways. The work included also MOT, with lane closures for each concrete pour, Striping and Sodding.

***

SR 867 - Winkler Road & Whiskey Creek , Fort Myers – Lee County.
FDOT Fin #434457-1-52-01 & 434899-1-52-01
Contract # E1Q64:
Project Manager: Rade Vujaklija
Estimator: Rade Vujaklija
Project Engineer: Rade Vujaklija & Eldin Hotic, P.E.
Superintendent(s): Rade Vujaklija, Joe Martin & Sam Mujcic
Start Date: July 2018
Completion Date: December 2018 (Completed 100%)
Total Project Cost: $ 429,965.62
Change Orders: NONE
Reference: FDOT
Contact: Luella Pierce – Project Oversite II
Cell: 239-272-7135 Office:239-985-7868
Luella.pierce@dot.state.fl.us

Class of Work: Sidewalk Construction, Pavement reconstruction, Drainage improvements, Excavation, Grading, Drainage, Striping & Sodding.

Description: The scope of work included the construction of approximately 750 LF of 6 FT wide concrete sidewalk, installation of Inlets and 940 LF of Drainage pipes , trench drain, installation of Hand Rails, reconstruction of driveways. The work included also MOT, with lane closures for each concrete pour, Striping and Sodding.

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Bridge Repairs – Washington Loop Over Prairie Creek , Port Charlotte – Charlotte County.
Contract # 2018000429
Project Manager: Rade Vujaklija
Estimator: Rade Vujaklija
Project Engineer: Rade Vujaklija & Eldin Hotic, P.E.
Superintendent(s): Rade Vujaklija, Joe Martin & Sam Mujcic
Start Date: October 2018
Completion Date: February 2019 (Completed 100%)
Total Project Cost: $ 166,530.00
Change Orders: NONE
Reference: Charlotte County BOCC
Contact: Kelly Slaughter – Project Manager
Phone:941-575-3657
Email: kelly.slaughter@charlottecountyfl.gov

Class of Work: Bridge Repair, Excavation, Grading, Articulating Blocks Installation.

Description: The scope of work included the installation of approximately 820 SY of Articulating Block Revetment System, 4" thickness.

***

Control Structure and Bank Restoration , Port Charlotte/Punta Gorda – Charlotte County.
Contract # 2018000034
Project Manager: Rade Vujaklija
Estimator: Rade Vujaklija
Project Engineer: Rade Vujaklija & Eldin Hotic, P.E.
Superintendent(s): Rade Vujaklija, Joe Martin & Sam Mujcic
Start Date: January 2019
Completion Date: March 2019 (Completed 100%)
Total Project Cost: $ 348,893.10
Change Orders: NONE
Reference: Charlotte County BOCC
Contact: Karen Bliss – Project Manager
Phone: 941-575-3642
Email: karen.bliss@charlottecountyfl.gov

Class of Work: Riprap installation, Crest Plate restoration, Spall Repairs, Erosion prevention revetment installation.

Description: This project consists of restoration of Control Structures and Canal Banks that were damaged and/or eroded from Hurricane Irma. The scope of work included the installation of approximately 1,853 SF of Riprap protection, 148 LF of Aluminum Crest Plates restoration and 3,331 SF of Geocell slope protection with Geomembrane Liner for erosion prevention.

***

Live Oak Parks Restoration , Port Charlotte – Charlotte County.
Contract # 2018000530
Project Manager: Rade Vujaklija
Estimator: Rade Vujaklija
Project Engineer: Rade Vujaklija & Eldin Hotic, P.E.
Superintendent(s): Rade Vujaklija, Joe Martin & Sam Mujcic
Start Date: November 2018
Completion Date: June 2019 (Completed 100%)
Total Project Cost: $ 779,000.00
Change Orders: NONE
Reference: Charlotte County BOCC
Contact: Travis Perdue – Project Manager
Phone: 941-764-4130
Email: Travis.Perdue@charlottecountyfl.gov

Class of Work: Excavation, Backfill, Beach Sand installation, Riprap installation, Bridge Approach Slab, Sidewalk Construction, Seawall, Aluminum fence installation and Aluminum Railing

Description: This project consists of the restoration of parks located at Bayshore Live Oak and Live Oak Point Park. The scope of work included the installation of approximately 1,386 Ton of Riprap protection, 1,081 CY of Beach Sand, 125 SY of 5' Sidewalk and concrete ramp, Precast Seawall panels, 850 FT Aluminum Fence and 88 LF of Stainless-Steel Cable Handrail.

***

Stormwater Control Structure Haverhill 4.84 Waterway , Port Charlotte – Charlotte County.
Contract # 2019000063
Project Manager: Rade Vujaklija
Estimator: Rade Vujaklija
Project Engineer: Rade Vujaklija & Eldin Hotic, P.E.
Superintendent(s): Rade Vujaklija, Joe Martin & Sam Mujcic
Start Date: February 2019
Completion Date: August 2019 (Completed 100%)
Total Project Cost: $ 1,614,481.75
Change Orders: NONE
Reference: Charlotte County BOCC
Contact: Karen Bliss – Project Manager
Phone: 941-575-3642
Email: karen.bliss@charlottecountyfl.gov

Class of Work: Concrete Box Culverts , Dewatering, Temporary Steel Sheet Piles, Grading, Flexible Paving, Asphalt Surface Courses, Guardrail, Pavement Markings, Sewer, Drainage, Concrete Traffic Rail Barriers, Class V Painting, Riprap, Fabric form Riprap, Scour Protection, & Sodding.

Description: The scope of work included the demolition of the existing "54 Double CMP and construction of a new double Box Culverts 9'x10' approximately 77' long. Driving temporary sheet piles across the canal and dewatering was needed to demolish the existing structure and install the new one, and the construction of a concrete weir wall. The CEI on this project was Charlotte County BOCC.

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Beach Road Curbing, Englewood – Charlotte County.
Contract # 2019000464
Project Manager: Rade Vujaklija
Estimator: Rade Vujaklija
Project Engineer: Rade Vujaklija & Jose Quinones.
Superintendent(s): Rade Vujaklija & Sam Mujcic
Start Date: September 2019
Completion Date: December 2019 (Completed 100%)
Total Project Cost: $ 119,542.50
Change Orders: NONE
Reference: Charlotte County BOCC
Contact: Sherri Ouimet – Project Manager, Engineering Division
Phone: 941-575-3609
Email: Sherri.Ouimet@charlottecountyfl.gov

Class of Work: Concrete Curbing, Grading.

Description: The scope of work included the construction of approximately 1,296 LF of modified Type B Concrete Curb along the east side of Beach Road.

***

Edgewater Drive Bridge Repair – Charlotte County.
Contract # 2018000493
Project Manager: Rade Vujaklija
Estimator: Rade Vujaklija
Project Engineer: Rade Vujaklija & Jose Quinones.
Superintendent(s): Rade Vujaklija , Joe Martin & Sam Mujcic
Start Date: August 2019
Completion Date: October 2019 (Completed 100%)
Total Project Cost: $ 138,000.00
Change Orders: NONE
Reference: Charlotte County BOCC
Contact: Kelly Slaughter – Project Manager
Phone:941-575-3657
Email: kelly.slaughter@charlottecountyfl.gov

Class of Work: Structural Pile Jackets

Description: The scope of work included the construction of 8 EA 20 LF long Pile Jackets and Concrete Spall Repairs.

***

Bayshore Pier Repair, Port Charlotte – Charlotte County.
Contract # 2019000495
Project Manager: Rade Vujaklija
Estimator: Rade Vujaklija
Project Engineer: Rade Vujaklija & Jose Quinones.
Superintendent(s): Rade Vujaklija & Sam Mujcic
Start Date: October 2019
Completion Date: November 2020 (Completed 100%)
Total Project Cost: $ 44,871.00
Change Orders: NONE
Reference: Charlotte County BOCC
Contact: Jennifer Henderson – Project Coordinator
Phone: 941-769-0724
Email: Jennifer.Henderson@charlottecountyfl.gov

Class of Work: Repair existing wood Pier.

Description: The scope of work included the repair of a 600' long wood Pier. As prime contractor V&H has replaced damages clamps, stringers, stanchions, etc. A 230 SF wood platform has been demolished as well.

***

Don Pedro Island Bridge Repairs, Don Pedro Island – Charlotte County.
Contract # 2019000229
Project Manager: Rade Vujaklija
Estimator: Rade Vujaklija
Project Engineer: Rade Vujaklija & Jose Quinones.
Superintendent(s): Rade Vujaklija & Sam Mujcic
Start Date: October 2019
Completion Date: April 2020 (Completed 100%)
Total Project Cost: $ 299,528.46
Change Orders: NONE
Reference: Charlotte County BOCC
Contact: Kelly Slaughter – Project Manager
Phone:941-575-3657
Email: kelly.slaughter@charlottecountyfl.gov

Class of Work: Deck replacement, Riprap (Bank & Shore), Crack injection, Spall repairs.

Description: This project consists of deck replacement for the 154' long Michael Kosinski Bridge (# 014087) over navigable canal, and concrete repairs (spall repairs and crack injections) & Riprap installation for the 62' long Anne Merry Bridge (#014090) over navigable canal as well.

***

Bermont Road Sidewalks – Charlotte County.
Contract # 2019000567
Project Manager: Rade Vujaklija
Estimator: Rade Vujaklija
Project Engineer: Rade Vujaklija & Jose Quinones.
Superintendent(s): Rade Vujaklija & Sam Mujcic
Start Date: December 2019
Completion Date: September 2020 (Completed 100%)
Total Project Cost: $ 1,887,367.65
Change Orders: NONE
Reference: Charlotte County BOCC
Contact: Raymond Slade – Project Manager
Phone:941-575-3685
Email: Raymond.slade@charlottecountyfl.gov

Class of Work: Box Culvert, Sidewalk Construction, Drainage improvements, Excavation, Grading, Drainage, Flexible paving, Bank & Shore Rubble Riprap, Underground Utilities, Striping, Sodding.

Description: The scope of work included the construction of approximately 14,000 LF of 8 FT wide concrete sidewalk, Triple (10'x5') Box Culvert, installation of Inlets and drainage pipes , trench drain, installation of Handrails, reconstruction of driveways. The work included also MOT, with daily lane closures for each concrete pour and Sodding.

Also, the scope of work included driving temporary sheet piles across the canal and dewatering was needed for the installation of the widening of the Box Culvert.
The CEI on this project was Charlotte County BOCC.

***

Allapatchee Shores Park Restoration – Charlotte County.
Contract # 2020000225
Project Manager: Rade Vujaklija
Estimator: Rade Vujaklija
Project Engineer: Rade Vujaklija & Jose Quinones.
Superintendent(s): Rade Vujaklija & Sam Mujcic
Start Date: July 2019
Completion Date: November 2020 (Completed 100%)
Total Project Cost: $ 127,950.00
Change Orders: NONE
Reference: Charlotte County BOCC
Contact: Justin Dunn – Project Manager
Phone:941-740-4767
Email: Justin.Dunn@charlottecountyfl.gov

Class of Work: Grading, Articulating Blocks Installation., Bank & Shore Rubble Riprap, Sodding.

Description: The scope of work included the construction to repair and stabilize the existing canoe/kayak launch and install the living shoreline in accordance with the approved Construction Plans, Technical Specifications, Permits, and Contract Documents
The CEI on this project was Charlotte County BOCC.

***

Park Shore & Galleon Drive Bridge Repairs
Contract # 20-020
Project Manager: Rade Vujaklija
Estimator: Rade Vujaklija
Project Engineer: Rade Vujaklija & Jose Quinones.
Superintendent(s): Rade Vujaklija & Sam Mujcic
Start Date: July 2019
Completion Date: November 2020 (Completed 100%)
Total Project Cost: $ 58,960.00
Change Orders: NONE
Reference: City of Naples
Contact: Brad Hefner – Construction Project Manager
Phone: 239-213-5005
Email: BHefner@naplesgov.com

Class of Work: Bridge repairs, Crack injection, Spall repairs, Pile Jackets repairs, joints seals, precast panels installation, Riprap, flowable fill, Metal Fence, slope protection.

Description: The scope of work included maintenance repairs for the Bridge's superstructure, substructure, fencing and slope protection
The CEI on this project was City of Naples.

***

Galleon Drive Bridge Rail Timber Clading and HardiePlank Replacement.
Contract # 20-033
Project Manager: Rade Vujaklija
Estimator: Rade Vujaklija
Project Engineer: Rade Vujaklija & Jose Quinones.
Superintendent(s): Rade Vujaklija & Sam Mujcic
Start Date: July 2019
Completion Date: November 2020 (Completed 100%)
Total Project Cost: $ 32,900.00
Change Orders: NONE
Reference: City of Naples
Contact: Brad Hefner – Construction Project Manager
Phone: 239-213-5005
Email: BHefner@naplesgov.com

Class of Work: Bridge repairs, Timber Railing, Bridge painting, siding.

Description: The scope of work included removal and replacement of the decorative timber cladding that is installed over the tubular steel railing and the removal and replacement of the Hardie Plank Siding attached to the exterior of the Galleon Drive Bridge. Work will also include the painting of the timber and Hardie Plank Siding
The CEI on this project was City of Naples.

***

Hathaway Park Kayak Launch Renovations – Charlotte County.
Contract # 2020000591
Project Manager: Rade Vujaklija
Estimator: Rade Vujaklija
Project Engineer: Rade Vujaklija & Jose Quinones.
Superintendent(s): Rade Vujaklija & Sam Mujcic
Start Date: October 2020
Completion Date: December 2020 (Completed 100%)
Total Project Cost: $ 139,377.00
Change Orders: $20,600.00
Reference: Charlotte County BOCC
Contact: Jennifer Henderson – Project Coordinator
Phone: 941-769-0724
Email: Jennifer.Henderson@charlottecountyfl.gov

Class of Work: Grading, Articulating Blocks Installation, Sodding, Stormwater PVC Pipes.

Description: The scope of work included the construction to repair and stabilize the existing canoe/kayak launch, road grading, pond grading, installation of 285 LF of stormwater PVC and inlets in accordance with the approved Construction Plans, Technical Specifications, Permits, and Contract Documents
The CEI on this project was Charlotte County BOCC.

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Ainger Creek Bridge Repairs – Charlotte County.
Contract # 2020000506
Project Manager: Rade Vujaklija
Estimator: Rade Vujaklija
Project Engineer: Rade Vujaklija
Superintendent(s): Rade Vujaklija & Sam Mujcic
Start Date: October 2020
Completion Date: December 2020 (Completed 100%)
Total Project Cost: $ 361,856.46
Change Orders: NONE
Reference: Charlotte County BOCC
Contact: Kelly Slaughter – Project Manager
Phone:941-575-3657
Email: kelly.slaughter@charlottecountyfl.gov

Class of Work Bridge repairs, Crack injection, Spall repairs, gravity walls construction, Filter point slope protection, Sidewalk construction, guard rail, aluminum pipe railing, clean & seal bridge deck, striping.

Description: The scope of work consists of Bridge Repairs to the CR775 Bridge over Ainger Creek (Bridge #010062). The project includes concrete repairs, expansion joint repairs, clean and seal bridge deck and approach slabs, approach guard rail replacement, replace sidewalk approach slabs, new concrete gravity wall (safety repair), replace portions of sidewalks, new aluminum pipe railing, replace existing rip rap at end bents, cleaning bridge and classV coating, replace pavement markings, as indicated on the Construction Plans, Technical Specifications, Permits, and Contract Documents
The CEI on this project was Charlotte County BOCC.

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Emil Sweptson Bridge Repairs – Charlotte County.
Contract # 2020000574
Project Manager: Rade Vujaklija
Estimator: Rade Vujaklija
Project Engineer: Rade Vujaklija
Superintendent(s): Rade Vujaklija & Sam Mujcic
Start Date: January 2021
Completion Date: March 2021 (Completed 100%)
Total Project Cost: $ 269,608.50
Change Orders: NONE
Reference: Charlotte County BOCC
Contact: Kelly Slaughter – Project Manager
Phone:941-575-3657
Email: kelly.slaughter@charlottecountyfl.gov

Class of Work Bridge repairs, Filter point slope protection, Sidewalk construction, guard rail, clean & seal bridge deck, asphalt, striping.

Description: The scope of work consists of Bridge Repairs to the Beach Road CR776 Bridge over Lemon Bay (Bridge #010087). The project includes expansion joint repairs, clean and seal bridge deck and approach slabs, approach guard rail replacement, replace sidewalk approach slabs, replace portions of sidewalks, replace existing rip rap at end bents, cleaning bridge and classV coating, new asphalt, replace pavement markings, as indicated on the Construction Plans, Technical Specifications, Permits, and Contract Documents
The CEI on this project was Charlotte County BOCC.

***

Various Crest Plates/Box Culvert Modifications, Port Charlotte – Charlotte County.
Contract # 2021000030
Project Manager: Rade Vujaklija
Estimator: Rade Vujaklija
Project Engineer: Rade Vujaklija & Jose Quinones.
Superintendent(s): Rade Vujaklija & Sam Mujcic
Start Date: December 2020
Completion Date: April 2021 (Completed 100%)
Total Project Cost: $ 144,805.50
Change Orders: NONE
Reference: Charlotte County BOCC
Contact: Karen Bliss – Project Manager
Phone: 941-575-3642
Email: karen.bliss@charlottecountyfl.gov

Class of Work: Crest Plate restoration, Concrete tongue & grove pre-cast panels, Riprap installation.

Description: This project consists of restoration of Control Structures and Canal Banks. The scope of work included the installation of 165 Tons of Riprap protection, Aluminum Crest Plates restoration at 5 different locations.

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Loveland Boulevard Pathway – Charlotte County.
Contract # 2021000187
Project Manager: Rade Vujaklija
Estimator: Rade Vujaklija
Project Engineer: Rade Vujaklija
Superintendent(s): Rade Vujaklija & Sam Mujcic
Start Date: March 2021
Completion Date: August 2021 (Completed 100%)
Total Project Cost: $ 559,883.63
Change Orders: NONE
Reference: Charlotte County BOCC
Contact: Raymond Slade – Project Manager
Phone:941-575-3685
Email: Raymond.slade@charlottecountyfl.gov

Class of Work: Sidewalk Construction, Drainage improvements, Excavation, Grading, Drainage, Flexible paving, underground Utilities, Striping, Sodding.

Description: The scope of work included the construction of approximately 5,200 LF of 10 FT wide concrete sidewalk, installation of Inlets and drainage pipes , installation of Handrails, reconstruction of driveways. The work included also MOT, with daily lane closures for each concrete pour and Sodding.

The CEI on this project was Charlotte County BOCC.

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Mooring Line Drive Bridge Repairs
Contract # 21-024
Project Manager: Rade Vujaklija
Estimator: Rade Vujaklija
Project Engineer: Rade Vujaklija
Superintendent(s): Rade Vujaklija & Sam Mujcic
Start Date: July 2019
Completion Date: Completed 100%
Total Project Cost: $ 58,360.00
Change Orders: NONE
Reference: City of Naples
Contact: Brad Hefner – Construction Project Manager
Phone: 239-213-5005
Email: BHefner@naplesgov.com

Class of Work: Bridge repairs, Crack injection, Spall repairs, Pile Jackets repairs, joints seals, Riprap, flowable fill, Metal Fence, slope protection.

Description: The scope of work included maintenance repairs for the Bridge's superstructure, substructure, fencing and slope protection. Along with tree and vegetation removal at the Mooring Line Drive Bridge.
The CEI on this project was City of Naples.

***

Bridge Repairs on CR846 over Chris and Nelson Canals
Contract # 2021-05
Project Manager: Rade Vujaklija
Estimator: Rade Vujaklija
Project Engineer: Rade Vujaklija
Superintendent(s): Rade Vujaklija & Sam Mujcic
Start Date: March, 2021
Completion Date: Completed 100%
Total Project Cost: $ 365,000
Change Orders: NONE
Reference: Hendry County
Contact: Kelly O'Nan Project Adminstrator
Phone: (863) 612-4727
E-Mail: konan@hendryfla.net

Class of Work: Bridge repairs, Crack injection, Spall repairs, Pile Jackets repairs, joints seals, Riprap, flowable fill, New Pile Jackers, Slope Protection. Also Integral Pile Jackets, Concrete Restoration, Expansion Joint Rehabilitation, Channel Scour Remediation

Description: The work under this Contract consisted of CR 846 over Chris and Nelson Canals (Bridge No. 070036 & 070037) integral pile jackets, concrete restoration, expansion joint rehabilitation, channel scour remediation and other incidental work in Hendry County, Florida (07510).

***

Hancock Bridge Pkwy – Moody Rd to US 41 – Lee County.
Contract # 202500-VH17
Project Manager: Rade Vujaklija
Estimator: Rade Vujaklija
Project Engineer: Rade Vujaklija
Superintendent(s): Rade Vujaklija & Sam Mujcic
Start Date: March 2021
Completion Date: October 2021 (Completed 100%)
Total Project Cost: $ 239,112.50
Change Orders: NONE
Reference: Wright Construction Group, Inc.
Contact: Matthew Distel – Project Manager
Phone: 239-481-5000
Email: matthew.distel@wcgfl.com

Class of Work: R&R Intermediate Bridge, Bridge Widening, Sidewalk Construction, Guardrail, Other Work Classes

Description: We were Subcontractor on this Lee County's unit priced project. Scope of Work included demolition and construction (Widening) of 91 LF long bridge on Hancock Bridge West Bound and Barrier Wall Installation.

***

Guardrails Furnish & Install
Contract # 21-395
Project Manager: Rade Vujaklija
Estimator: Rade Vujaklija
Project Engineer: Rade Vujaklija
Superintendent(s): Rade Vujaklija & Sam Mujcic
Start Date: March, 2021
Completion Date: Completed 100%
Total Project Cost: $ 165,000
Change Orders: NONE
Reference: Charlotte County
Contact: Randy Vowell
Project Manager
Phone: 941-575-3680
E-mail: Randy.Vowell@charlottecountyfl.gov

Class of Work: Design, installation and repair of FDOT approved W-Beam Guardrail, End treatments, MOT, Guardrail furnish & install.

Description: Design, installation and repair of FDOT approved W-Beam Guardrail with end treatments for approximately 125 LF along Bermont Road in Punta Gorda, FL

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T1761 SR 80 FROM SHORELINE DRIVE TO CR 80 BUCKINGHAM RD, Fort Myers – Lee County.
FDOT Fin # 429823 1 52 01 and 435341 1 52 01
Contract # T-1761:
Project Manager: Rade Vujaklija
Estimator: Rade Vujaklija
Project Engineer: Rade Vujaklija & Eldin Hotic, P.E.
Superintendent(s): Rade Vujaklija, Sam Mujcic
Start Date: September 2021
Completion Date: October 2022 (Completed 100%)
Total Project Cost: $ 5,000,000.00
Change Orders: NONE
Reference: FDOT
Contact: Chris Mollitor – Construction Manager Director
Cell: 239-272-7662 Office:239-985-7883
Christopher.mollitor@dot.state.fl.us

Class of Work: Asphalt Bike Path, Sidewalk Construction, Drainage improvements, Excavation, Grading, Drainage, Flexible paving, Hot Mix Bituminous Asphalt, Bank & Shore Rubble Riprap, Underground Utilities, Striping, Sodding, Lighting, Signalization, Bus Shelter Pads, Curb & Gutter, Ditch Regrading, Signing & Pavement Markings

Description: The improvements under this contract consists of constructing a 10FT asphalt shared use path, bus shelter pads, curb and gutter, guardrail, gravity wall, turnouts, drainage improvements, ditch regrading, signing and pavement markings, lighting, and signalization work for 4.3 miles along the north side of State Road 80 from Shoreland Drive to CR 80 (Buckingham Road / Old Olga Road). The contract also consists of constructing concrete 8LF wide sidewalk, bus shelter pads, gravity wall, turnouts, drainage improvements, and signing and pavement markings, installation of 27 EA Inlets and 7250 LF of drainage pipes , installation of Handrails, reconstruction of driveways, turnout construction. The work included also intensive MOT, Lane closures Guardrail installation, Gravity Walls, Concrete Sidewalk for 2.3 miles along the south side of State Road 80 at various locations from Shoreland Drive to CR 80 (Buckingham Road / Old Olga Road) in Lee County.

The CEI on this project was KCI Engineering and Testing.

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22-396 SAN DOMINGO BOULEVARD MULTI-USE PATHWAY -Charlotte County
Contract # 22-396:
Project Manager: Rade Vujaklija
Estimator: Rade Vujaklija
Project Engineer: Rade Vujaklija & Eldin Hotic, P.E.
Superintendent(s): Rade Vujaklija, Sam Mujcic
Start Date: July 2022
Completion Date: November 2022 (Completed 100%)
Total Project Cost: $ 828,305.10
Change Orders: NONE
Reference: Raymond Slade
Contact: Raymond Slade – Project Manager, Engineering Division
Cell: 941-628-3664 Office: 941-575-3685
Raymond.Slade@charlottecountyfl.gov

Class of Work: Sidewalk Construction, Drainage improvements, Excavation, Grading, Drainage, Flexible paving, Striping, Sodding, Curb & Gutter, Ditch Regrading, Signing & Pavement Markings

Description: The improvements under this contract consist of constructing a 10FT concrete shared use path, gravity wall, drainage improvements, ditch regrading, signing and pavement markings. The contract also consists of installation of Handrails, reconstruction of paver driveways. The work included also intensive MOT, Lane closures.

The CEI on this project is Charlotte County.

***

23-045 STREET SIGN RESTORATION SERVICES -Charlotte County
Contract # 23-045:
Project Manager: Rade Vujaklija
Estimator: Rade Vujaklija
Project Engineer: Rade Vujaklija & Eldin Hotic, P.E.
Superintendent(s): Rade Vujaklija, Sam Mujcic
Start Date: November 2022
Completion Date: Competed 100%
Total Project Cost: $ 10,000,000.00
Change Orders: NONE
Reference: James Richardson
Contact: James Richardson – Traffic Engineering Superintendent
Cell: 941-769-1436 Office: 941-575-3625
James.Richardson@charlottecountyfl.gov

Class of Work: Traffic Sign Repair & Installation

Description: Provide services for the restoration of and/or replacement of approximately 80,000 traffic signs throughout Charlotte County at the direction of Charlotte County Public Works Signing and Marking Division.

The CEI on this project is Charlotte County.

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23-173 HURRICANE IAN PERMANENT REPAIRS FOR MID COUNTY GROUP 1 -Charlotte County
Contract # 23-173:
Project Manager: Rade Vujaklija
Estimator: Rade Vujaklija
Project Engineer: Rade Vujaklija & Eldin Hotic, P.E.
Superintendent(s): Rade Vujaklija, Sam Mujcic
Start Date: February 2023
Completion Date:Competed 100%
Total Project Cost: $ 157,950.00
Change Orders: NONE
Reference: Jeff Keyser
Contact: Jeff Keyser – Project Manager
Office: 941-575-3644
jeff.keyser@charlottecountyfl.gov

Class of Work: Sidewalks, Drainage Improvements, Utility Repairs/Improvements, R.O.W. Restoration, Roadway, and Bridge Reconstruction

Description: Provide services for permanent repairs and restoration to the County Infrastructure due to Hurricane Ian. The project included sidewalks, major drainage improvements, utility repairs and/or improvements, right-of-way restoration, roadway and bridge reconstruction and repair, removal and disposal of existing structures, site dewatering, flow diversion, pond construction, excavation, and fill, grading and sodding, and maintenance of traffic.

The CEI on this project is Charlotte County.

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23-01-PW FLOWAY WEIR CONTROL ADJUSTMENTS – GATEWAY SERVICES COMMUNITY DEVELOPMENT – Fort Myers
Contract # 23-01-PW:
Project Manager: Rade Vujaklija
Estimator: Rade Vujaklija
Project Engineer: Rade Vujaklija & Eldin Hotic, P.E.
Superintendent(s): Rade Vujaklija, Sam Mujcic
Start Date: February 2023
Completion Date: Competed 100%
Total Project Cost: $ 1,078,500.00
Change Orders: NONE
Reference: Steven Agapi
Contact: Steven Agapi – Project Manager
Office: 239-390-1467
Steven.Agapi@tetratech.com

Class of Work: Weir Installation

Description: the scope of work consisted on the installation of adjustable weirs on existing outfall control structures and constructing new control structures and storm pipe to allow preemptive flow to leave the GSCDD stormwater management system in order to lower elevations preceding a large storm event, while still maintaining the permitted discharge limit.

The CEI on this project is Tetra Tech.

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23-192 HURRICANE IAN PERMANENT REPAIRS FOR WEST COUNTY GROUP 1 – Charlotte County
Contract # 23-192:
Project Manager: Rade Vujaklija
Estimator: Rade Vujaklija
Project Engineer: Rade Vujaklija & Eldin Hotic, P.E.
Superintendent(s): Rade Vujaklija, Sam Mujcic
Start Date: March 2023
Completion Date: Competed 100%
Total Project Cost: $ 87,900.00
Change Orders: NONE
Reference: Lindsey Johnson
Contact: Lindsey Johnson – Project Manager
Office: 941-575-3639
Lindsey.Johnson@charlottecountyfl.gov

Class of Work: Sidewalks, Drainage Improvements, Utility Repairs/Improvements, R.O.W. Restoration, Roadway, and Bridge Reconstruction

Description: Provide services for permanent repairs and restoration to the County Infrastructure due to Hurricane Ian. The project included sidewalks, major drainage improvements, utility repairs and/or improvements, right-of-way restoration, roadway and bridge reconstruction and repair, removal and disposal of existing structures, site dewatering, flow diversion, pond construction, excavation, and fill, grading and sodding, and maintenance of traffic.

The CEI on this project is Charlotte County.

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23-210 HURRICANE IAN PERMANENT REPAIRS FOR MID COUNTY GROUP 2 – Charlotte County
Contract # 23-210:
Project Manager: Rade Vujaklija
Estimator: Rade Vujaklija
Project Engineer: Rade Vujaklija & Eldin Hotic, P.E.
Superintendent(s): Rade Vujaklija, Sam Mujcic
Start Date: March 2023
Completion Date: Competed 100%
Total Project Cost: $ 783,500.00
Change Orders: 1
Reference: Jeff Keyser
Contact: Jeff Keyser – Project Manager
Office: 941-575-3644
Jeff.Keyser@charlottecountyfl.gov

Class of Work: Sidewalks, Drainage Improvements, Utility Repairs/Improvements, R.O.W. Restoration, Roadway, and Bridge Reconstruction

Description: Provide services for permanent repairs and restoration to the County Infrastructure due to Hurricane Ian. The project included sidewalks, major drainage improvements, utility repairs and/or improvements, right-of-way restoration, roadway and bridge reconstruction and repair, removal and disposal of existing structures, site dewatering, flow diversion, pond construction, excavation, and fill, grading and sodding, and maintenance of traffic.

The CEI on this project is Charlotte County.

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23-307 HURRICANE IAN PERMANENT REPAIRS FOR MID COUNTY GROUP 3 – Charlotte County
Contract # 23-307:
Project Manager: Rade Vujaklija
Estimator: Rade Vujaklija
Project Engineer: Rade Vujaklija & Eldin Hotic, P.E.
Superintendent(s): Rade Vujaklija, Sam Mujcic
Start Date: April 2023
Completion Date: Competed 100%
Total Project Cost: $ 1,665,25.00
Change Orders: NONE
Reference: Raymond Slade
Contact: Jeff Keyser – Project Manager
Office: 941-575-3644
jeff.keyser@charlottecountyfl.gov

Class of Work: Sidewalks, Drainage Improvements, Utility Repairs/Improvements, R.O.W. Restoration, Roadway, and Bridge Reconstruction

Description: Provide services for permanent repairs and restoration to the County Infrastructure due to Hurricane Ian. The project included sidewalks, major drainage improvements, utility repairs and/or improvements, right-of-way restoration, roadway and bridge reconstruction and repair, removal and disposal of existing structures, site dewatering, flow diversion, pond construction, excavation, and fill, grading and sodding, and maintenance of traffic.

The CEI on this project is Charlotte County.

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23-399 HURRICANE IAN PERMANENT REPAIRS FOR WEST COUNTY GROUP 4 – Charlotte County Contract # 23-399:
Project Manager: Rade Vujaklija
Estimator: Rade Vujaklija
Project Engineer: Rade Vujaklija & Eldin Hotic, P.E.
Superintendent(s): Rade Vujaklija, Sam Mujcic
Start Date: July 2023
Completion Date: Competed 100%
Total Project Cost: $ 353,525.00
Change Orders: 1
Reference: Raymond Slade
Contact: Raymond Slade – Project Manager
Office: 941-575-3685
Raymond.Slade@charlottecountyfl.gov

Class of Work: Sidewalks, Drainage Improvements, Utility Repairs/Improvements, R.O.W. Restoration, Roadway, and Bridge Reconstruction

Description: Provide services for permanent repairs and restoration to the County Infrastructure due to Hurricane Ian. The project may include, but is not limited to, sidewalks, major drainage improvements, utility repairs and/or improvements, right-of-way restoration, roadway and bridge reconstruction, removal and disposal of existing structures, site dewatering, flow diversion, pond construction, excavation, and fill, grading and sodding, and maintenance of traffic as indicated on the Contract.

The CEI on this project is Charlotte County.

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23-312 HURRICANE IAN PERMANENT REPAIRS – GILLOT BOULEVARD – Charlotte County
Contract # 23-312:
Project Manager: Rade Vujaklija
Estimator: Rade Vujaklija
Project Engineer: Rade Vujaklija & Eldin Hotic, P.E.
Superintendent(s): Rade Vujaklija, Sam Mujcic
Start Date: May 2023
Completion Date: Competed 100%
Total Project Cost: $ 975,142.00
Change Orders: 1
Reference: Lindsey Johnson
Contact: Lindsey Johnson – Project Manager
Office: 941-575-3639
Lindsey.Johnson@charlottecountyfl.gov

Class of Work: Sidewalks, Drainage Improvements, Watermain Repairs, Utility Repairs/Improvements, R.O.W. Restoration, Roadway Restoration, Flexible Pavement, Fabric Formed RipRap, Striping.

Description: The improvement consists of roadway reconstruction – 1450 SF of flexible pavement and 150 LF of striping – after the removal of the existing damaged 16-inch Asbestos Cement (AC) pipe and installation of 200 LF of new 16-inch Ductile Iron (DI) pipe. The drainage system was increased with 64 LF of new ERCP pipes, the Right-of way (ROW) was restored, and canal was stabilized with 1130 SF of Fabric Formed RipRap. 153 LF of new guard rail was installed.

The CEI on this project is Charlotte County.

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23-445 HURRICANE IAN PERMANENT REPAIRS FOR WEST COUNTY GROUP 5 – Charlotte County
Contract # 23-445:
Project Manager: Rade Vujaklija
Estimator: Rade Vujaklija
Project Engineer: Rade Vujaklija & Eldin Hotic, P.E.
Superintendent(s): Rade Vujaklija, Sam Mujcic
Start Date: July 2023
Completion Date: Competed 100%
Total Project Cost: $ 144,350.00
Change Orders: /
Reference: Raymond Slade
Contact: Raymond Slade – Project Manager
Office: 941-575-3685
Raymond.Slade@charlottecountyfl.gov

Class of Work: Sidewalks, Drainage Improvements, Utility Repairs/Improvements, R.O.W. Restoration, Roadway, and Bridge Reconstruction

Description: Provide services for permanent repairs and restoration to the County Infrastructure due to Hurricane Ian. The project included sidewalks, major drainage improvements, utility repairs and/or improvements, right-of-way restoration, roadway and bridge reconstruction and repair, removal and disposal of existing structures, site dewatering, flow diversion, pond construction, excavation, and fill, grading and sodding, and maintenance of traffic.

The CEI on this project is Charlotte County.

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23-471 HURRICANE IAN PERMANENT REPAIRS – CHANCELLOR BOULEVARD AT MARKHAM WATERWAY – Charlotte County
Contract # 23-471:
Project Manager: Rade Vujaklija
Estimator: Rade Vujaklija
Project Engineer: Rade Vujaklija & Eldin Hotic, P.E.
Superintendent(s): Rade Vujaklija, Sam Mujcic
Start Date: August 2023
Completion Date: Competed 100%
Total Project Cost: $ 197,300.00
Change Orders: /
Reference: Karen Bliss
Contact: Karen Bliss – Project Manager
Office: 941-575-3642
Karen.Bliss@charlottecountyfl.gov

Class of Work: Sidewalks, Drainage Improvements, Utility Repairs/Improvements, R.O.W. Restoration, Roadway, and Bridge Reconstruction

Description: Provide services for permanent repairs and restoration to the County Infrastructure due to Hurricane Ian. The project included sidewalks, major drainage improvements, utility repairs and/or improvements, right-of-way restoration, roadway and bridge reconstruction and repair, removal and disposal of existing structures, site dewatering, flow diversion, pond construction, excavation, and fill, grading and sodding, and maintenance of traffic.

The CEI on this project is Charlotte County.

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23-489 HURRICANE IAN PERMANENT REPAIRS FOR WEST COUNTY GROUP 6 – Charlotte County
Contract # 23-489:
Project Manager: Rade Vujaklija
Estimator: Rade Vujaklija
Project Engineer: Rade Vujaklija & Eldin Hotic, P.E.
Superintendent(s): Rade Vujaklija, Sam Mujcic
Start Date: September 2023
Completion Date: Competed 100%
Total Project Cost: $ 197,000.00
Change Orders: /
Reference: Lindsey Johnson
Contact: Lindsey Johnson – Project Manager
Office: 941-575-3639
Lindsey.Johnson@charlottecountyfl.gov

Class of Work: Sidewalks, Drainage Improvements, Utility Repairs/Improvements, R.O.W. Restoration, Roadway, and Bridge Reconstruction

Description: Provide services for permanent repairs and restoration to the County Infrastructure due to Hurricane Ian. The project included sidewalks, major drainage improvements, utility repairs and/or improvements, right-of-way restoration, roadway and bridge reconstruction and repair, removal and disposal of existing structures, site dewatering, flow diversion, pond construction, excavation, and fill, grading and sodding, and maintenance of traffic.

The CEI on this project is Charlotte County.

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23-425 HURRICANE IAN PERMANENT REPAIRS – CHANCELLOR BOULEVARD AT JUPITER WATERWAY – Charlotte County
Contract # 23-425:
Project Manager: Rade Vujaklija
Estimator: Rade Vujaklija
Project Engineer: Rade Vujaklija & Eldin Hotic, P.E.
Superintendent(s): Rade Vujaklija, Sam Mujcic
Start Date: August 2023
Completion Date: Competed 100%
Total Project Cost: $ 195,000.00
Change Orders: /
Reference: Karen Bliss
Contact: Karen Bliss – Project Manager
Office: 941-575-3642
Karen.Bliss@charlottecountyfl.gov

Class of Work: Sidewalks, Drainage Improvements, Utility Repairs/Improvements, R.O.W. Restoration, Roadway, and Bridge Reconstruction

Description: Provide services for permanent repairs and restoration to the County Infrastructure due to Hurricane Ian. The project included sidewalks, major drainage improvements, utility repairs and/or improvements, right-of-way restoration, roadway and bridge reconstruction and repair, removal and disposal of existing structures, site dewatering, flow diversion, pond construction, excavation, and fill, grading and sodding, and maintenance of traffic.

The CEI on this project is Charlotte County.

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23-442 PLACIDA BRIDGE REHABILITATION – Charlotte County
Contract # 23-442:
Project Manager: Rade Vujaklija
Estimator: Rade Vujaklija
Project Engineer: Rade Vujaklija & Eldin Hotic, P.E.
Superintendent(s): Rade Vujaklija, Sam Mujcic
Start Date: August 2023
Completion Date: Competed 100%
Total Project Cost: $ 236,874.30
Change Orders: 1
Reference: Kelly Slaughter
Contact: Kelly Slaughter – Project Manager
Office: 941-575-3657
Kelly.Slaughter@charlottecountyfl.gov

Class of Work: R&R Minor Bridge, Sidewalks, Drainage Improvements, Utility Repairs/Improvements, R.O.W. Restoration, Roadway, Flexible Paving, Bridge Reconstruction, Class V Finish

Description: the improvements under this contract consist of bridge rehabilitation located in Cape Haze Drive over Capstan Cut Waterway. Scope of work included: Restoration of spalled areas, installation of 173 SY of waterproofing membrane, crack injections, 207 LF of bridge deck expansion joints, installation of polymer nosing for bridge deck expansion joints, milling and resurfacing, Flexible Paving, cleaning and coating with anti-graffiti, Class V Finish, Striping, Sodding

The CEI on this project is Charlotte County.

23-570 – KINGS HIGHWAY PATHWAY AND COMMUNITY FEATURE SIGN CONSTRUCTION – Charlotte County

Contract # 23-570:
Project Manager: Rade Vujaklija
Estimator: Rade Vujaklija
Project Engineer: Rade Vujaklija & Eldin Hotic, P.E.
Superintendent(s): Rade Vujaklija, Sam Mujcic
Start Date: September 2023
Completion Date: Competed 100%
Total Project Cost: $ 944,614.65
Change Orders: $1,584.65
Reference: Raymond Slade
Contact: Raymond Slade – Project Manager
Office: 941-575-3685
Raymond.Slade@charlottecountyfl.gov

Class of Work: Concrete Pathway, Drainage, Pedestrian Signals, Crosswalks Stripping, Utility Adjustments, Signage, and Striping.

Description: This project consists of the construction of a concrete pathway and pedestrian signals. The project includes Maintenance of Traffic (MOT), concrete pathway, drainage, pedestrian signals, crosswalks stripping, utility adjustments signage and striping. Together with other appurtenances as indicated on the construction plans. The work also includes all other items of construction including, but not limited to, removal and disposal of existing structures, site dewatering, flow diversion, pond construction, excavation and fill, grading, sodding, and maintenance of traffic.

The CEI on this project is Charlotte County.

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23-646 – ANGER FISHING PIER REPAIRS – Charlotte County

Contract # 23-646:
Project Manager: Rade Vujaklija
Estimator: Rade Vujaklija
Project Engineer: Rade Vujaklija & Eldin Hotic, P.E.
Superintendent(s): Rade Vujaklija, Sam Mujcic
Start Date: September 2023
Completion Date: 100% Completed
Total Project Cost: $ 39,270.00
Change Orders: $0.00 NONE
Reference: Lonne Moore
Contact: Lonne Moore – Project Manager
Office: 941.613.3237
Lonne.Moore@charlottecountyfl.gov

Class of Work: Pier Revetment, Shoring, Undermining, and Sidewalk Repairs located at Anger Fishing Pier, 1385 Beach Road, Englewood, Florida 34424

Description: Reconstruct a portion of the 5-foot concrete sidewalk adjacent to the Anger Fishing Pier. Removal of the existing sidewalk section, removal and replacement of a section of the pier railing system, excavation, construction of concrete side walls, backfill and construction of a section of new sidewalk.

The CEI on this project is Charlotte County.

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23-624 – HURRICANE IAN PERMANENT REPAIRS – WEST COUNTY GROUP 7 – Charlotte County

Contract # 23-624:
Project Manager: Rade Vujaklija
Estimator: Rade Vujaklija
Project Engineer: Rade Vujaklija & Eldin Hotic, P.E.
Superintendent(s): Rade Vujaklija, Sam Mujcic
Start Date: September 2023
Completion Date: 100% Completed
Total Project Cost: $ 469,000.00
Change Orders: $0.00 NONE
Reference: Lindsey Johnson
Contact: Lindsey Johnson – Project Manager
Office: 941.575.3639
Lindsey.Johnson@charlottecountyfl.gov

Class of Work: Sidewalks, Major Drainage Improvements, Charlotte County Utility Repairs and/or Improvements, ROW Restoration and Roadway and Bridge Reconstruction, Removal and Disposal of Existing Structures, Site Dewatering, Flow Diversion, Pond Construction, Excavation and Fill, Grading, Sodding, and Maintenance of Traffic.

Description: Dewater the ROW easement area and connect four (4) pipes into a constructed inlet. Fit the Inlet to field conditions, per FDOT design criteria, Section 425, having a minimum of six inches (6") of sump below the lowest pipe invert with the inlet top traffic bearing grate elevation six inches (6") below the edge of pavement grade. Drainage slot along the canal side and placed in the ROW near the road crossing pipe. The inlet provides a connection for the road crossing pipe, two (2) extended driveway pipes, and a constructed 34 inches by 53 inches Elliptical Reinforced Concrete Pipe (ERCP) extends the length of the easement outfall through the seawall out to the canal. Modification and or reconstruction of the seawall at pipe penetration.

The CEI on this project is Charlotte County.

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24-107 – HURRICANE IAN PERMANENT REPAIRS – HOLCOMB ROAD – Charlotte County

Contract # 24-107:
Project Manager: Rade Vujaklija
Estimator: Rade Vujaklija
Project Engineer: Rade Vujaklija & Eldin Hotic, P.E.
Superintendent(s): Rade Vujaklija, Sam Mujcic
Start Date: December 2023
Completion Date: 100% Completed
Total Project Cost: $ 92,841.00
Change Orders: $0.00 NONE
Reference: Raymond Slade
Contact: Raymond Slade – Project Manager
Office: 941-575-3685
Raymond.Slade@charlottecountyfl.gov

Class of Work: Sidewalks, Major Drainage Improvements, Charlotte County Utility Repairs and/or Improvements, ROW Restoration and Roadway and Bridge Reconstruction, Removal and Disposal of Existing Structures, Site Dewatering, Flow Diversion, Pond Construction, Excavation and Fill, Grading, Sodding, and Maintenance of Traffic.

Description: Restoration to County Infrastructure due to Hurricane Ian, at the easement between 3138 and 3146 Holcomb Road in the Gulf Cove area of Port Charlotte. Pipe Repair. The repair limited to roughly 21' of the seawall. Removal of top cap, panels repaired, and a new top cap poured & dowelled.

The CEI on this project is Charlotte County.

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24-023 – HURRICANE IAN PERMANENT REPAIRS – BURNT STORE HEADWALL – Charlotte County

Contract # 24-023:
Project Manager: Rade Vujaklija
Estimator: Rade Vujaklija
Project Engineer: Rade Vujaklija & Eldin Hotic, P.E.
Superintendent(s): Rade Vujaklija, Sam Mujcic
Start Date: December 2023
Completion Date: 100% Completed
Total Project Cost: $ 194,985.00
Change Orders: $0.00 NONE
Reference: Jeff Keyser
Contact: Jeff Keyser – Project Manager
Office: 941-575-3644
jeff.keyser@charlottecountyfl.gov

Class of Work: This project consists of removing the existing Sand Cement Headwall and constructing a new Concrete Headwall in the same location., removal and disposal of Existing Structures, Concrete Sidewalk, Site Dewatering, Flow Diversion, Excavation and Fill, Slope Stabilization, Grading, Sodding, and Maintenance of Traffic

Description: Removal of the existing Sand Cement Headwall, damaged from Hurricane Ian, and the construction of a new Concrete Headwall in the same location on Burnt Store Road in Punta Gorda

The CEI on this project is Charlotte County.

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Wright Construction Group (Prime) V&H Construction (Subcontractor) - B230363JJB - Littleton Road Widening – Construction – Lee County

Contract # B230363JJB:
Project Manager: Rade Vujaklija
Estimator: Rade Vujaklija
Project Engineer: Rade Vujaklija
Superintendent(s): Rade Vujaklija, Sem Mujcic
Start Date: January, 08 2024
Completion Date: 96% Completed
Total Project Cost: $ 4,668,292.15
Change Orders: $0.00 NONE
Reference: Chris Rawl
Contact: Chris Rawl , Project Manager , Wright Construction Group
Office: 239-481-5000 x115
chris.rawl@wcgfl.com

Class of Work:
Mobilization, inlets, drainage, MES, removal of structural bridges, culverts, and head wall construction.

Description: This project consisted of working with Prime Contractor Wright Construction Group. V&H Construction, Inc.'s responsibilities during the Littleton Road Widening Project, included installation 18 Type P-5 Inlets, 16 Type p-6 Inlets, 17 Type C Inlets,15 Type D Inlets, modify existing drainage structures, install 4,991 LF RCP, & 4,473 LF ERCP. Installation of round and elliptical concrete endwalls and 29 MES.

The CEI on this project is Atkins Realis, Lee County

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B240042LND WINKLER ROAD SIDEWALK IMPROVEMENTS– Lee County

Contract # B240042LND:
Project Manager: Rade Vujaklija
Estimator: Rade Vujaklija
Project Engineer: Rade Vujaklija & Eldin Hotic, P.E.
Superintendent(s): Rade Vujaklija, Gustavo Malnero, Sem Mujcic
Start Date: March 19, 2024
Completion Date: 100% Completed
Total Project Cost: $ 942,234.73
Change Orders: $0.00 NONE
Reference: Steve Fort Sr.
Contact: Steve Fort Sr.– Project Manager , Lee County DOT/Engineering
Office: 239-533-9300
sfort@leegov.com

Class of Work:
This project consisted of Sidewalk improvements along Winkler Road within Lee County, Florida. MOT, clearing and grubbing, inlet protection, swale grading, 4,144 SY Concrete Sidewalk, RCP, MES, curb & gutter, Sod.

Description: This project consisted of Sidewalk improvements along Winkler Road within Lee County, Florida. Starting north of Southwind Bay Circle, extending to Summerlin Rd and Winkler Intersection Work shall include, but not be limited to, removing portions of existing sidewalk, realignment, new concrete, sidewalk installation with ADA upgrades, culvert installations, fill dirt, grading, final dress and sod.

The CEI on this project is Lee County

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24-06-00ITB - FDOT LOCAL AGENCY PROGRAM SIDEWALK CONSTRUCTION SERVICES – Desoto County
Contract # 24-06-00ITB / G2U49, G2U50 G2611:
Project Manager: Rade Vujaklija and Fabio Visintin
Estimator: Rade Vujaklija and Fabio Visintin
Project Engineer: Rade Vujaklija & Eldin Hotic, P.E.
Superintendent(s): Rade Vujaklija, Victor DeLeon, Sem Mujcic
Start Date: July 22, 2024
Completion Date: 100% Completed
Total Project Cost: $ 1,382,467.00
Change Orders: $0.00 NONE
Reference: Ward Cooper
Contact: Ward Cooper, Project Administrator, High Spans Engineering
Office: (239) 433-3000
Ward.Cooper@highspans.com

Class of Work: Clearing & Grubbing, MOT, mobilization, excavation, embankment . 1,102 SY Sidewalk construction on CR 760A, 1,1791 SY Sidewalk construction along SW Welles Avenue, and 432 tons of Asphalt Road Resurfacing on SW Welles Avenue.

Description: This project consists of sidewalk construction along County Road 760 in Desoto County, sidewalk construction along SW Welles Avenue in Desoto County, road resurfacing on SW Welles Avenue.

The CEI on this project is High Spans Engineering.

IF ADDITIONAL JOB EXPERIENCE IS NEEDED DO NOT HESITATE TO CONTACT ME DIRECTLY

Rade Vujaklija
V&H Construction, Inc.
President
239-989-7633
vhinfo@vhconstruction.net

State of Florida
Department of State

I certify from the records of this office that V & H CONSTRUCTION, INC. is a corporation organized under the laws of the State of Florida, filed on July 6, 2015.

The document number of this corporation is P15000056404.

I further certify that said corporation has paid all fees due this office through December 31, 2025, that its most recent annual report/uniform business report was filed on January 24, 2025, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-fourth day of January, 2025

Secretary of State

Tracking Number: 9763814323CC

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

VUJAKLIJA, RADE

V & H CONSTRUCTION, INC.
4675 ELEVATION WAY, SUITE 210
FORT MYERS FL 33905

LICENSE NUMBER: CGC1523646

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/16/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

FDOT
Florida Department of Transportation
RON DESANTIS
GOVERNOR
605 Suwannee Street
Tallahassee, FL 32399-0450
JARED W. PERDUE, P.E.
SECRETARY

April 29,2024

V & H CONSTRUCTION, INC.
4675 ELEVATION WAY
FORT MYERS, FLORIDA 33905

RE: CERTIFICATE OF QUALIFICATION

The Department of Transportation has qualified your company for the type of work indicated below.

FDOT APPROVED WORK CLASSES:
BRIDGE DECK OVERLAYS, DRAINAGE, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, GUARDRAIL, INTERMEDIATE BRIDGES, MINOR BRIDGES, R&R INTERMEDIATE BRIDGES ("R&R" IS REPAIR AND REHABILITATE), R&R MINOR BRIDGES, ROADWAY SIGNING, SIDEWALK, Curb & Gutter, Driving Steel Sheet Pile, Epoxy Injection, Gravity Walls, Grout injection, Retaining Wall, Pile Driving, Rip Rap, Rubble Rip Rap, Seawall, Tieback Walls, Underground Utilities (Water & Sewer).

Unless notified otherwise, this Certificate of Qualification will expire **6/30/2025.**

In accordance with Section 337.14(4), Florida Statutes, changes to Ability Factor or Maximum Capacity Rating will not take effect until after the expiration of the current certificate of prequalification (if applicable).

In accordance with Section 337.14(1), Florida Statutes, an application for qualification must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If the company's maximum capacity has been revised, it may be accessed by logging into the Contractor Prequalification Application System via the following link:
HTTPS://fdotwp1.dot.state.fl.us/ContractorPreQualification

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

The company may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing the most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that the company has performed such work.

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

Sincerely,

James E. Taylor II

James E. Taylor II, Prequalification Supervisor
Contracts Administration Office

JTII

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwanee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

6/26/2024

RE: DBE AFFIRMATIVE ACTION PLAN APPROVAL

The Disadvantaged Business Enterprise Affirmative Action Plan submitted by:

V & H CONSTRUCTION INC

has been approved for a period of three years. Please update and submit a new plan before the expiration date shown below. If you do not plan to work on any Florida Department of Transportation Projects, it will not be necessary for you to submit a new plan.

If you need any additional information, please contact me at (850) 414-4747.

Sincerely,

Aldrin T. Sanders

Aldrin Sanders
State Contract Compliance Administrator
Equal Opportunity Office

AFFIRMATIVE ACTION PLAN EXPIRATION: 6/26/2027

This plan is one of the requirements to bid on contracts for the Florida Department of Transportation. This is not approval for Unified Certification Program Disadvantaged Business Enterprise (UCP/DBE) Certification. For additional information in becoming a DBE, contact the Certification Section at (850)414-4747.

Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JIM BOXOLD
SECRETARY

August 29, 2016

LETTER OF RECOMMENDATION
V& H Construction, Inc.

Project ID:	435038-1-52-01
Contract:	E1O75
County:	Hardee
Description:	Hardee County Scour Countermeasure at various locations – Bridge repair/rehabilitation – installing scour countermeasures on SR 35 – Bridge No. 060008 and SR 64 Bridge No. 060021
Contract Amount:	$147,792.89
Type of Work:	0024 BRIDGE-REPAIR/REHABILITATION – All work performed by V&H Construction – no additional subcontractors were used for construction. Project included clearing and grubbing underwater and placement of articulating blocks for scour countermeasures.
Project Completion:	V& H Construction completed the project in 54 days of the allowable 62 days. Project was final accepted on 6/21/2016.
Contractor's Past Performance Rating:	104 (Excellent)
Cooperation by Contractor:	Rade Vujaklija, Vice President of V&H Construction was extremely proactive, very knowledgeable, and a pleasure to work with. As a first time Project Solve (FDOT Program) user – Rade did an excellent job!

If there are any questions, please feel free to contact me:

Susan Hindman
FDOT Project Oversite
4722 Kenilworth Blvd.
Sebring, FL 33870
Cell: 863-273-1656

Sincerely,

Susan Hindman

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

July 8, 2022

REGISTERED VENDOR NO.: 120788

Mr. Rade Vujaklija, President
V&H Construction, Inc.
6385 Presidential Court
Fort Myers, FL 33919

CERTIFICATION EFFECTIVE DATE:
July 8, 2022

CERTIFICATION EXPIRATION DATE:
July 8, 2025

Dear Mr. Vujaklija:

Congratulations, the South Florida Water Management District (District) has recertified your firm as a Small Business Enterprise (SBE). This certification is valid for three (3) years and may **only** be applied when business is conducted in the following area(s):

Heavy Civil and Marine Construction

Your submittal of bids or proposals to supply other products or services outside of the specialty area(s) noted above will not count toward SBE participation. If you require certification in other specialty areas, please contact the Procurement Bureau, SBE Section, for additional information.

Renewal is required every three (3) years and should be requested a minimum of 45 days prior to the above expiration date.

If any changes occur within your company during the certification period such as ownership, affiliate company status, address, telephone number, licensing status, gross revenue, or any information that relates to your SBE Certification status, you must notify this office in writing immediately. It is imperative that we maintain current information on your company at all times.

Certification is not a guarantee that your firm will receive work, nor an assurance that your firm will remain in the District's vendor database.

We look forward to a mutually beneficial working relationship.

Sincerely,

Jennifer Dollar
SBE Program Specialist
Procurement Bureau

JD

IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 07-07-2015

Employer Identification Number:
47-4451572

Form: SS-4

Number of this notice: CP 575 A

V & H CONSTRUCTION INC
6385 PRESIDENTIAL CT STE 202
FORT MYERS, FL 33919

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 47-4451572. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 1120	03/15/2016

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:

If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, *Election by a Small Business Corporation*.

The City of Fort Myers, Florida

Community Development Department
1825 Hendry Street, #101
Fort Myers, Florida 33901
Email: businesstax@cityftmyers.com

STATE CONTRACTOR

EFFECTIVE 09/17/2024 - EXPIRING 09/30/2025

V & H CONSTRUCTION INC
4675 ELEVATION WAY
210
FORT MYERS, FL 33905

Business Tax #: BUS-000626-2021

The City of Fort Myers wishes you success with your business. The Business Tax Receipt below is valid from 09/17/2024 until 09/30/2025..

If you need to change the business name, mailing address, contact data, location and/or closing the business, please contact our office:

Description: General Contractor

CITY OF FORT MYERS FLORIDA
Business Tax Receipt

4675 ELEVATION WAY #210

Rade Vujaklija

Business Tax#: BUS-000626-2021

(121) a. 1 Contractor: General

ALCOHOL SALES PERMITTED: No ***HOMEBASED: No***

Owner: V & H CONSTRUCTION INC, 4675 ELEVATION WAY 210 FORT MYERS, FL, 33905

POST THIS RECEIPT IN A CONSPICUOUS PLACE AT YOUR BUSINESS LOCATION

***Any violation of applicable chapter of the City Code of Ordinances may cancel this receipt**

Lee County
Tax Collector
Noelle Branning

Business Tax Receipt

V & H CONSTRUCTION INC
V & H CONSTRUCTION INC
4675 ELEVATION WAY 210
FT MYERS, FL 33905

Dear Business Owner:

Your **2024 - 2025** Lee County Business Tax Receipt is attached below for account number / receipt number: **1042660 / 1602210**

If there is a change in one of the following, refer to the instructions on the back of this receipt.

- Business name
- Ownership
- Physical location
- Business closed

This is not a bill. Detach the bottom portion and display in a public location.

I hope you have a successful year.

Sincerely,

R. Noelle Branning

Lee County Tax Collector

2024-2025
LEE COUNTY BUSINESS TAX RECEIPT

Account Number: 1042660
Receipt Number: 1602210
State License Number: 08312024

Account Expires: September 30, 2025

Location:
4675 ELEVATION WAY 210
FT MYERS, FL 33905

May engage in the business of:
GENERAL CONTRACTOR-CERTIFIED
THIS BUSINESS TAX RECEIPT IS NON REGULATORY

V & H CONSTRUCTION INC
VUJAKLIJA RADE
4675 ELEVATION WAY 210
FT MYERS, FL 33905

Payment Information:		
PAID	INT-00-02611324	09/18/2024
		$ 50.00

Sunbiz.org Division of Corporations an official State of Florida website

Detail by Entity Name

Florida Profit Corporation
V & H CONSTRUCTION, INC.

Filing Information

Document Number	P15000056404
FEI/EIN Number	47-4451572
Date Filed	07/06/2015
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	01/31/2017
Event Effective Date	NONE

Principal Address

4675 ELEVATION WAY
SUITE 210
FORT MYERS, FL 33905

Changed: 04/07/2021

Mailing Address

4675 ELEVATION WAY
SUITE 210
FORT MYERS, FL 33905

Changed: 04/07/2021

Registered Agent Name & Address

SPIEGEL & UTRERA, P.A.
1840 SW 22ND ST 4TH FLOOR
MIAMI, FL 33145

Officer/Director Detail

Name & Address

Title PSD

VUJAKLIJA, RADE
4675 ELEVATION WAY
SUITE 210
FORT MYERS, FL 33905

Title President, VP

FIELDMAN, SAMUEL
4675 ELEVATION WAY
SUITE 210
FORT MYERS, FL 33905

Annual Reports

Report Year	Filed Date
2023	01/23/2023
2024	01/11/2024
2025	01/24/2025

Document Images

01/24/2025 -- ANNUAL REPORT	View image in PDF format
01/11/2024 -- ANNUAL REPORT	View image in PDF format
10/26/2023 -- AMENDED ANNUAL REPORT	View image in PDF format
01/23/2023 -- ANNUAL REPORT	View image in PDF format
04/05/2022 -- ANNUAL REPORT	View image in PDF format
04/07/2021 -- ANNUAL REPORT	View image in PDF format
03/05/2020 -- ANNUAL REPORT	View image in PDF format
02/27/2019 -- ANNUAL REPORT	View image in PDF format
02/22/2018 -- ANNUAL REPORT	View image in PDF format
02/02/2017 -- ANNUAL REPORT	View image in PDF format
01/31/2017 -- Amendment	View image in PDF format
01/20/2016 -- ANNUAL REPORT	View image in PDF format
07/06/2015 -- Domestic Profit	View image in PDF format

E-Verify

Company ID Number: 906530

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I
PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and V & H Construction, Inc. (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II
RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:

   a. Notice of E-Verify Participation

   b. Notice of Right to Work

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.

3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,

ii. The employee's work authorization has not expired, and

iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

i. The Employer cannot determine that Form I-9 complies with Article II.A.6,

ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or

iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

b. Photo verification checks (when available) on employees.

2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.

5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.

7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.

8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.

9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III
REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify

case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

a. Scanning and uploading the document, or

b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV
SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V
MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.

2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.

3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI
PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,

Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

Company ID Number: 906530

Approved by:

Employer V & H Construction, Inc.	
Name (Please Type or Print) Hotic Nela	Title
Signature Electronically Signed	Date 09/01/2015
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 09/09/2015

E-Verify

Company ID Number: 906530

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	V & H Construction, Inc.
Company Facility Address	4675 Elevation Way, Suite 210 Fort Myers, FL 33905
Company Alternate Address	4675 Elevation Way, Suite 210 Fort Myers, FL 33905
County or Parish	LEE
Employer Identification Number	474451572
North American Industry Classification Systems Code	237
Parent Company	
Number of Employees	10 to 19
Number of Sites Verified for	1 site(s)

Company ID Number: 906530

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

FL	1

Company ID Number: 906530

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Nela Hotic
Phone Number	2395654556
Fax	
Email	vhinfo@vhconstruction.net

Name	NELA HOTIC
Phone Number	2399897633
Fax	
Email	vhinfo@vhconstruction.net

This list represents the first 20 Program Administrators listed for this company.

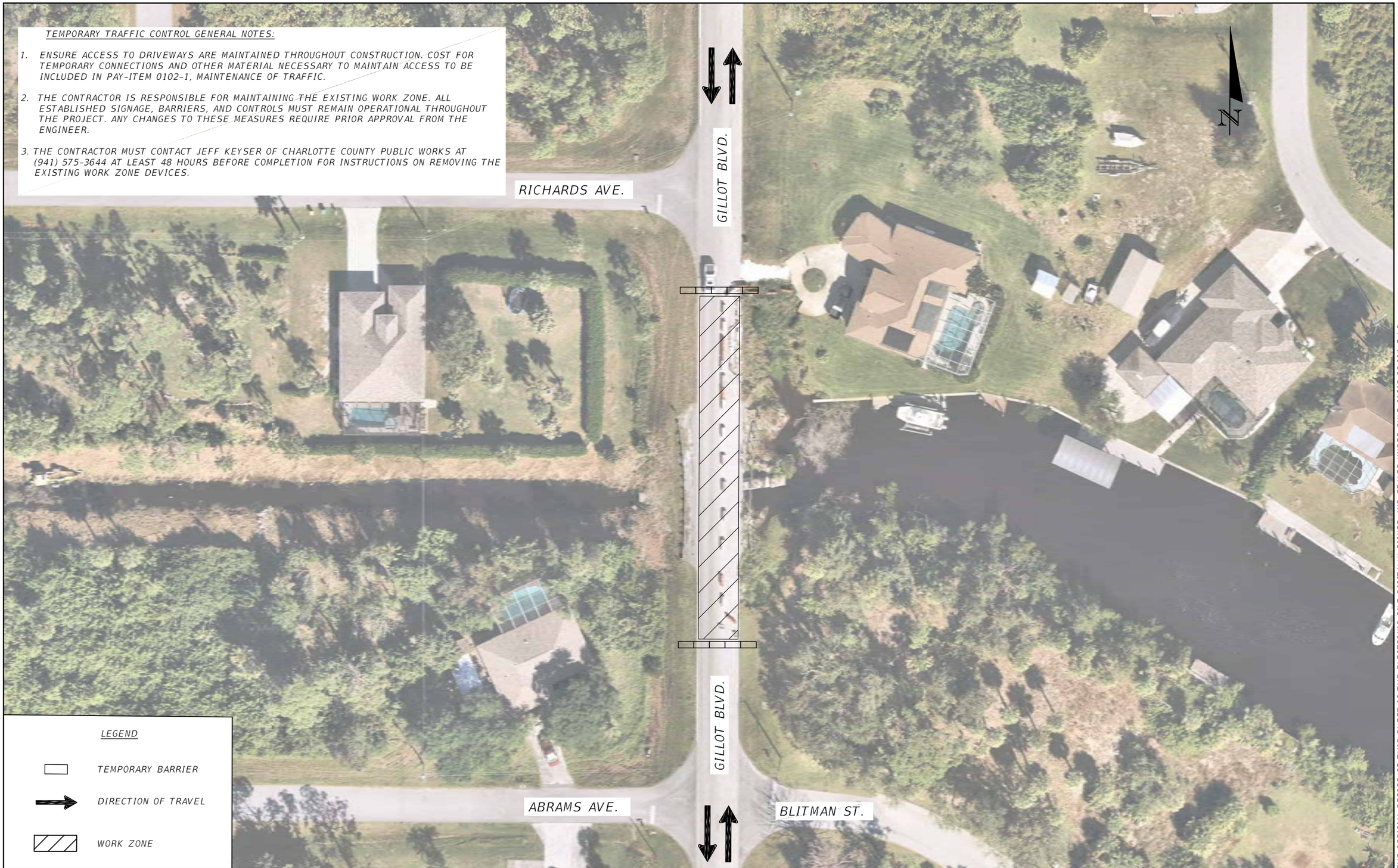
Exhibit C – Addendum 1

TEMPORARY TRAFFIC CONTROL GENERAL NOTES:

1. ENSURE ACCESS TO DRIVEWAYS ARE MAINTAINED THROUGHOUT CONSTRUCTION. COST FOR TEMPORARY CONNECTIONS AND OTHER MATERIAL NECESSARY TO MAINTAIN ACCESS TO BE INCLUDED IN PAY-ITEM 0102-1, MAINTENANCE OF TRAFFIC.

2. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING THE EXISTING WORK ZONE. ALL ESTABLISHED SIGNAGE, BARRIERS, AND CONTROLS MUST REMAIN OPERATIONAL THROUGHOUT THE PROJECT. ANY CHANGES TO THESE MEASURES REQUIRE PRIOR APPROVAL FROM THE ENGINEER.

3. THE CONTRACTOR MUST CONTACT JEFF KEYSER OF CHARLOTTE COUNTY PUBLIC WORKS AT (941) 575-3644 AT LEAST 48 HOURS BEFORE COMPLETION FOR INSTRUCTIONS ON REMOVING THE EXISTING WORK ZONE DEVICES.



LEGEND

- TEMPORARY BARRIER
- DIRECTION OF TRAVEL
- WORK ZONE

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

CARLOS A. ROSERO, P.E.
LICENSE NO.: 87356
KISINGER CAMPO & ASSOICATES
5201 BLUE LAGOON DRIVE,SUITE 828
MIAMI, FL 33126

CHARLOTTE COUNTY
DEPARTMENT OF PUBLIC WORKS ENGINEERING

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
N/A	CHARLOTTE	453062-1-58-01

TEMPORARY TRAFFIC CONTROL PLAN

SHEET NO. 13

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

Bryan Johnson 5/15/2024 11:35:50 AM c:\pwworkingdir\kca-pw.bentley.com_kca-pw-01\bryan johnson\dms79474\TCPLRD01.dwg

"General Decision Number: FL20250242 01/03/2025

Superseded General Decision Number: FL20240242

State: Florida

Construction Type: Highway

County: Charlotte County in Florida.

HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	• Executive Order 14026 generally applies to the contract. • The contractor must pay all covered workers at least $17.75 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 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	• Executive Order 13658 generally applies to the contract. • The contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2025

SUFL2022-011 06/27/2024

	Rates	Fringes
CARPENTER	$ 24.79	0.00
CEMENT MASON/CONCRETE FINISHER	$ 23.06	0.00
ELECTRICIAN	$ 21.00	3.53
IRONWORKER	$ 24.16	0.00
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor	$ 15.88 **	0.86
LABORER: Common or General	$ 18.55	1.79
LABORER: Mason Tender - Cement/Concrete	$ 20.24	2.01
LABORER: Pipelayer	$ 20.10	8.99
LABORER: Grade Checker	$ 17.21 **	0.00
OPERATOR: Backhoe/Excavator/Trackhoe	$ 22.92	6.52
OPERATOR: Bobcat/Skid Steer/Skid Loader	$ 23.46	1.25
OPERATOR: Boom	$ 33.61	11.50
OPERATOR: Broom/Sweeper	$ 19.52	0.82
OPERATOR: Bulldozer	$ 24.85	0.00
OPERATOR: Crane	$ 30.80	11.50
OPERATOR: Grader/Blade	$ 25.02	0.00
OPERATOR: Loader	$ 20.05	4.22
OPERATOR: Mechanic	$ 27.61	1.00
OPERATOR: Milling Machine	$ 19.68	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete)	$ 22.72	0.00
OPERATOR: Piledriver	$ 22.98	0.00
OPERATOR: Roller	$ 20.50	0.00
OPERATOR: Scraper	$ 15.54 **	0.00
OPERATOR: Screed	$ 22.92	0.00
OPERATOR: Tractor	$ 16.91 **	0.66
PAINTER	$ 21.02	0.00
TRAFFIC CONTROL PERSON	$ 16.87 **	0.00
TRUCK DRIVER: Dump Truck	$ 19.33	4.47

TRUCK DRIVER: Flatbed Truck.....$ 20.00 0.00

TRUCK DRIVER: Lowboy Truck......$ 20.71 4.23

TRUCK DRIVER: Off the Road
Truck.....$ 16.55 ** 0.00

TRUCK DRIVER: Water Truck.......$ 18.27 0.00

TRUCK DRIVER: Distributor
Truck.....$ 22.43 0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

==========

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($17.75) or 13658 ($13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

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 https://www.dol.gov/agencies/whd/government-contracts.

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) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate 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. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the 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. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an

internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail 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 an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail 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 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.

==========

END OF GENERAL DECISION"

Exhibit D – Addendum 2

PURCHASING DIVISION

Charlotte County Administration Center
18500 Murdock Circle
Port Charlotte, Florida 33948-1094

Telephone (941) 743-1378
Facsimile (941) 743-1384

JANUARY 16, 2025

TO: PROSPECTIVE BIDDERS

RE: BID 20250166 GILLOT BOULEVARD, NORTH OF BLITMAN STREET, CONSTRUCTION REPAIRS

BID DUE DATE: FEBRUARY 19, 2025, ADDENDUM NO. 1

Bidders are hereby notified that this addendum shall be made a part of the above-named proposal and contract documents.

The following is issued to modify, and/or clarify the proposal and contract documents. These items shall have the same force and effect as the original Bid and contract documents, and Bids to be submitted on the specified date shall conform with the additions, deletions and revisions as listed herein.

UPDATE:
The attached prevailing wages will **REPLACE** the five (5) page document that is listed in the attachments of the bid.

This addendum is binding and is to be considered as if contained within the original quote documents of Bid No. 20250166. **Bidders are required to acknowledge receipt of this addendum on their Bid Forms.**

Kimberly Corbett
_____
Kimberly A. Corbett, C.P.M., CPPB
Senior Division Manager - Purchasing

KAC/ss

cc: File

PURCHASING DIVISION

Charlotte County Administration Center
18500 Murdock Circle
Port Charlotte, Florida 33948-1094

Telephone (941) 743-1378
Facsimile (941) 743-1384

FEBRUARY 6, 2025

TO: PROSPECTIVE BIDDERS

RE: BID 20250166 GILLOT BOULEVARD, NORTH OF BLITMAN STREET, CONSTRUCTION REPAIRS

BID DUE DATE: FEBRUARY 19, 2025, ADDENDUM NO. 2

Bidders are hereby notified that this addendum shall be made a part of the above-named proposal and contract documents.

The following is issued to modify, and/or clarify the proposal and contract documents. These items shall have the same force and effect as the original Bid and contract documents, and Bids to be submitted on the specified date shall conform with the additions, deletions and revisions as listed herein.

UPDATE:
The attached Contract pPans will **REPLACE** the 15 page document that is listed in the attachments of the bid.

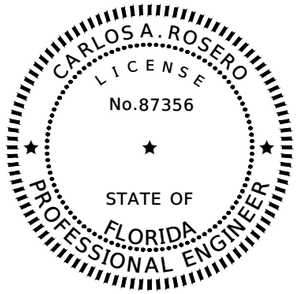
This addendum is binding and is to be considered as if contained within the original quote documents of Bid No. 20250166. **Bidders are required to acknowledge receipt of this addendum on their Bid Forms.**

Kimberly Corbett

Kimberly A. Corbett, C.P.M., CPPB
Senior Division Manager - Purchasing

KAC/ss

cc: File



THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY:

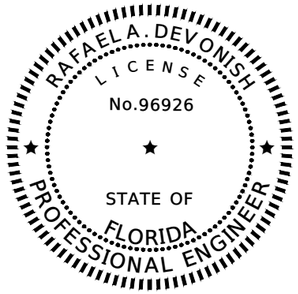
ON THE DATE ADJACENT TO THE SEAL

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

KISINGER CAMPO & ASSOCIATES, CORP.
5201 BLUE LAGOON DRIVE, SUITE 828
MIAMI, FLORIDA 33126
PHONE: (305) 537-4859
CARLOS A. ROSERO, P.E. NO. 87356

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.004, F.A.C.

SHEET NO.	*SHEET DESCRIPTION*
1	*KEY SHEET*
2	*SIGNATURE SHEET*
3	*SUMMARY OF PAY ITEMS*
4	*TYPICAL SECTION*
5	*GENERAL NOTES*
6	*ROADWAY PLAN*
7-8	*SPECIAL DETAILS*
10-11	*CROSS SECTIONS*
12	*DRIVEWAY HALF SECTIONS*
13	*TEMPORARY TRAFFIC CONTROL PLAN*
14	*SIGNING AND PAVEMENT MARKING PLAN*
15	*UTILITY ADJUSTMENTS*



THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY:

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.

KISINGER CAMPO & ASSOCIATES, CORP.
13461 PARKER COMMONS BLVD, SUITE 104
FORT MYERS, FLORIDA 33912
PHONE: (239) 278-5999
RAFAEL A. DEVONISH, P.E. NO. 96926

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.004, F.A.C.

SHEET NO.	*SHEET DESCRIPTION*
2	*SIGNATURE SHEET*
9	*DRAINAGE STRUCTURES*

REVISIONS			
DATE	*DESCRIPTION*	*DATE*	*DESCRIPTION*

CARLOS A. ROSERO, P.E.
LICENSE NUMBER 87356
KISINGER CAMPO & ASSOCIATES
5201 BLUE LAGOON DRIVE, SUITE 828
MIAMI, FL 33126

CHARLOTTE COUNTY
DEPARTMENT OF PUBLIC WORKS ENGINEERING

ROAD NO.	*COUNTY*	*FINANCIAL PROJECT ID*
N/A	*CHARLOTTE*	*453062-1-58-01*

SIGNATURE SHEET

SHEET NO. **2**

Bryan Johnson *8/29/2024 3:50:44 PM*

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CHARLOTTE COUNTY DEPARTMENT OF PUBLIC WORKS ENGINEERING
PROPOSAL SUMMARY OF PAY ITEMS

PROJECT: 45306215801 | COUNTY: CHARLOTTE

0200 SUMMARY OF ROADWAY

ITEM NUMBER	ITEM DESCRIPTION	UNIT	TOTAL
0101 1	MOBILIZATION	LS	1
0102 1	MAINTENANCE OF TRAFFIC	LS	1
0104 10 3	SEDIMENT BARRIER	LF	323
0104 11	FLOATING TURBIDITY BARRIER	LF	149
0110 1 1	CLEARING & GRUBBING	LS (AC)	0.39
0120 1	REGULAR EXCAVATION	CY	158.5
0120 6	EMBANKMENT	CY	533.1
0160 4	TYPE B STABILIZATION	SY	603
0285701	OPTIONAL BASE, BASE GROUP 01	SY	81
0285709	OPTIONAL BASE, BASE GROUP 09	SY	526
0334 1 12	SUPERPAVE ASPHALTIC CONC, TRAFFIC B	TN	90.7
0339 1	MISCELLANEOUS ASPHALT PAVEMENT	TN	10.7
0430175254	PIPE CULVERT, OPT MATERIAL, OTHER SHAPE – ELIP/ARCH, 54"S/CD	LF	70
0430982642	MITERED END SECTION, OPTIONAL – ELLIPTICAL / ARCH, 54" CD	EA	2
0522 2	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	SY	35
0536 1 0	GUARDRAIL –ROADWAY, GENERAL/LOW SPEED TL-2	LF	175
0536 73	GUARDRAIL REMOVAL	LF	153
0536 85 20	GUARDRAIL END TREATMENT- TRAILING ANCHORAGE	EA	2
0536 85 24	GUARDRAIL END TREATMENT- PARALLEL APPROACH TERMINAL	EA	2
0570 1 2	PERFORMANCE TURF, SOD	SY	420

CHARLOTTE COUNTY DEPARTMENT OF PUBLIC WORKS ENGINEERING
PROPOSAL SUMMARY OF PAY ITEMS

PROJECT: 45306215801 | COUNTY: CHARLOTTE

0300 SUMMARY OF SIGNING AND PAVEMENT MARKING

ITEM NUMBER	ITEM DESCRIPTION	UNIT	TOTAL
0700 1111	SINGLE COLUMN GROUND SIGN ASSEMBLY, F&I GROUND MOUNT, LESS THAN 12 SF	EA	2
0700 1500	SINGLE COLUMN GROUND SIGN ASSEMBLY, RELOCATE	EA	2
0705 10 3	OBJECT MARKER, TYPE 3	EA	2
0706 1 3	RAISED PAVEMENT MARKER, TYPE B	EA	6
0710 11101	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 6"	GM	0.076
0710 11231	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SKIP, 6"	GM	0.038

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

CARLOS A. ROSERO, P.E.
LICENSE NUMBER 87356
KISINGER CAMPO & ASSOCIATES
5201 BLUE LAGOON DRIVE, SUITE 828
MIAMI, FL 33126

CHARLOTTE COUNTY
DEPARTMENT OF PUBLIC WORKS ENGINEERING

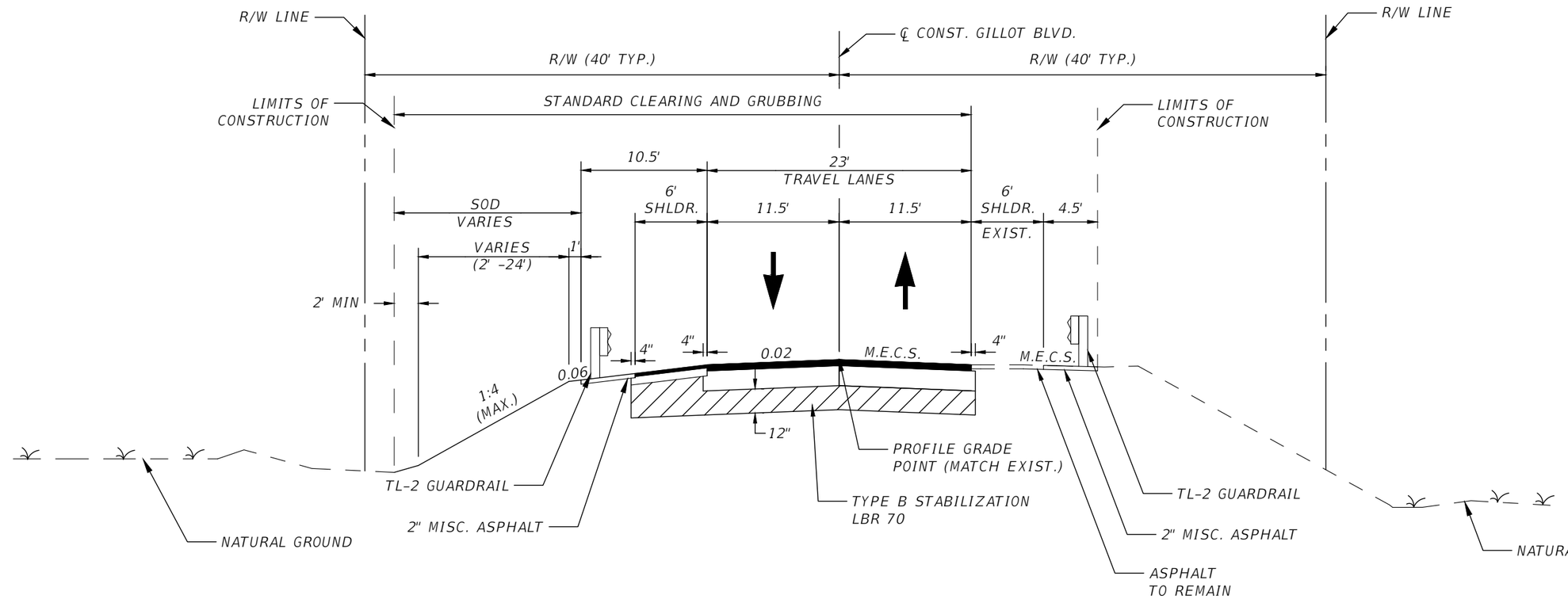
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
N/A	CHARLOTTE	453062-1-58-01

SUMMARY OF PAY ITEMS

SHEET NO. 3

Bryan Johnson 8/30/2024 11:00:16 AM C:\pww\kca_prod\dms79474\CESSRD01.dwg

M.E.C.S. – MATCH EXISTING CROSS SLOPE



TYPICAL SECTION GILLOT BLVD.
N.T.S.
STA. 100+80.00 TO STA. 102+80.00

TRAVEL LANE*

OPTIONAL BASE GROUP 9
TYPE SP S-III (3")

SHOULDER PAVEMENT

OPTIONAL BASE GROUP 1
TYPE SP S-III (1-1/2")
STA. 101+51.99 TO STA. 102+67.69

DESIGN SPEED = 30 MPH
POSTED SPEED = 30 MPH

*CONSTRUCT AS PER CHARLOTTE COUNTY STANDARD ROAD DETAIL
"FLEXIBLE PAVEMENT RESTORATION FOR ROADWAYS WITH HEAVY TRAFFIC VOLUMES"

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

CARLOS A. ROSERO, P.E.
LICENSE NUMBER 87356
KISINGER CAMPO & ASSOCIATES
5201 BLUE LAGOON DRIVE, SUITE 828
MIAMI, FL 33126

CHARLOTTE COUNTY
DEPARTMENT OF PUBLIC WORKS ENGINEERING

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
N/A	CHARLOTTE	453062-1-58-01

TYPICAL SECTION

SHEET NO. 4

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GENERAL NOTES

1. 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:
   RICK DANIELS, P.S.M.
   P.S.M. NO: 7229
   JOHNSON ENGINEERING
   2122 JOHNSON STREET, FORT MYERS, FLORIDA 33902

2. PROPERTY LINES SHOWN HEREON ARE FOR INFORMATIONAL PURPOSES ONLY, THIS SURVEY DOES NOT CONSTITUTE A BOUNDARY SURVEY.

3. PROPERTY LINES, PROPERTY CORNERS, BENCHMARKS AND CONTROL POINTS WERE DERIVED FROM RECORDED PLATS, MONUMENTATION IN THE FIELD, AND CHARLOTTE COUNTY BENCHMARKS PER CHARLOTTE COUNTY GOVERNMENT GEOGRAPHIC INFORMATION SYSTEM (DATUM: NAVD88).

4. BASE MATERIAL TO BE COMPACTED TO 98% DENSITY, A.A.S.H.T.O. T-180. APPROVED SUB-BASE TO BE COMPACTED IN 6" LAYERS - 98% DENSITY. TESTING PAID FOR BY CONTRACTOR.

5. RESTORATION OF ALL PAVED AND UNPAVED ROADS MUST BE RESTORED AS FOLLOWS:
   A. ALL EXCAVATED MATERIALS TO BE REMOVED FROM THE SITE.
   B. BACKFILL WITH VIRGIN MATERIALS OF THE SAME TYPE EXCAVATED IN MAXIMUM DEPTH LIFTS OF 6".

6. ASPHALT CONCRETE PAVEMENT JOINTS TO BE MECHANICALLY SAWED COMPLETELY THROUGH.

7. SURFACED TREATED PAVEMENT JOINTS TO BE MILLED AND BUTT-JOINED.

8. LOCATION ELEVATION, AND DIMENSIONS OF THE EXISTING UTILITIES, STRUCTURES, AND OTHER FEATURES ARE SHOWN IN ACCORDANCE WITH THE BEST INFORMATION AVAILABLE WHILE PREPARING THESE PLANS. BUT DO NOT PURPORT TO BE ABSOLUTELY ACCURATE.

9. VERIFY THE LOCATION, ELEVATION AND DIMENSIONS OF ALL EXISTING UTILITIES, STRUCTURES, AND OTHER FEATURES AFFECTING THEIR WORK AND MUST COMPLY WITH ALL STATE, COUNTY, AND OTHER LOCAL ORDINANCES AND OBTAIN ANY NECESSARY WORK PERMITS THAT MAY BE REQUIRED PRIOR TO CONSTRUCTION.

10. ALL EXISTING DRAINAGE INFRASTRUCTURE IS TO REMAIN UNLESS OTHERWISE NOTED.

11. INSTALL AND MAINTAIN EROSION CONTROL BARRIERS AS DICTATED BY ACTUAL SITE CONDITIONS AND AS DIRECTED BY THE CHARLOTTE COUNTY PROJECT MANAGER AND AS SHOWN IN PLANS. THE MAINTENANCE AND SUBSEQUENT REMOVAL OF EROSION CONTROL DEVICES ARE TO BE INCLUDED IN THEIR INDIVIDUAL UNIT BID PRICE.

12. IF AREA DISTURBED IS 1 ACRE OR GREATER. CONTRACTOR SHALL PREPARE AND SUBMIT A NOTICE OF INTENT FOR COVERAGE UNDER THE FDEP NPDES CONSTRUCTION GENERIC PERMIT AND COMPLY WITH ALL PROVISIONS OF THAT PERMIT INCLUDING PREPARATIONS OF A STORMWATER POLLUTION PREVENTION PLAN (SWPPP) PER FDEP GUIDANCE.

13. THE ASPHALT LAYER THICKNESS FOR THE UPPER PAVEMENT LAYER AND SHOULDER TO BE THE SAME AND PAVED IN A SINGLE PASS.

14. COST FOR GRATE AND FASTENERS INCLUDED IN DETAIL "A" TO BE PAID FOR UNDER PAY ITEM NUMBER 0430982642.

SIGNING AND PAVEMENT MARKING GENERAL NOTES

1. THE SIGN LOCATIONS SHOWN ARE APPROXIMATE AND MAY REQUIRE FIELD ADJUSTMENT AS DIRECTED BY THE ENGINEER.

2. AT LOCATIONS WHERE UNDERGROUND UTILITIES ARE WITHIN TWO FEET OF PROPOSED SIGN FOUNDATIONS, AS DETERMINED BY THE CONTRACTOR, THE CONTRACTOR IS TO HAND DIG TO EXPOSE AND PROTECT ALL EXISTING UTILITIES.

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

CARLOS A. ROSERO, P.E.
LICENSE NUMBER 87356
KISINGER CAMPO & ASSOCIATES
5201 BLUE LAGOON DRIVE, SUITE 828
MIAMI, FL 33126

CHARLOTTE COUNTY
DEPARTMENT OF PUBLIC WORKS ENGINEERING

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
N/A	CHARLOTTE	453062-1-58-01

GENERAL NOTES

SHEET NO. 5

Bryan Johnson 8/30/2024 10:04:19 AM C:\pww\kca_prod\dms79474\GNNTRD01.dwg

Ⓐ – EXISTING PIPE TO REMAIN

Ⓑ – EXISTING PIPE TO REMAIN

BEGIN PROJECT
BEGIN CONSTRUCTION
STA. 100+68.76
MATCH EXISTING

BEGIN ℄ CONST. GILLOT BLVD.
STA. 100+00.00
N 961884.522
E 575654.229

3432 GILLOT BLVD.

BLITMAN WATERWAY

+67.69
22.00 LT.

END 2" MISC. ASPHALT
+67.69, 17.50 LT.

END SHLDR. PAV'T
+67.69, 11.50 LT.

BENCHMARK = SET ¾" IRON PIPE AND CAP, "LB#642"
ELEV. = +5.08(NAVD88)
+89.00, 35.66 LT.
N 961495.332
E 575687.697

1" = 40'

BEGIN GR., TL-2 PARALLEL TERMINAL
+61.98, 19.51 LT.

80' DRAINAGE R/W

EXIST. R/W LINE

+51.99
22.00 LT.

END GR., TL-2 PARALLEL TERMINAL
+57.68, 19.48 LT.

BEGIN 2" MISC. ASPHALT
+51.99, 17.50 LT.

DRIVEWAY ℄*
+76.76, 40.00 LT.

+26.82
37.75 LT.

BEGIN SHLDR. PAV'T
+51.99, 11.50 LT.

2" MISC. ASPHALT

+47.17
65.02 LT.

BLITMAN ST.

+83.49
37.67 LT.

TL-2 GUARDRAIL

+80.00
37.75 LT.

+22.22
37.72 LT.

EXIST. GUARDRAIL TO BE REMOVED

BURIED CABLE
WIRE

+22.17
40.00 LT.

+00.00
26.35 LT.

EXIST. R/W LINE

+80.00, 11.50 LT.
MATCH EXIST.

R25'

+80.00
11.50 LT.

100

101

102

103

104

GILLOT BLVD.

GILLOT BLVD.

S 00° 19' 23" W

℄ CONST. GILLOT BLVD.

SAWCUT

SAWCUT

+70.00
30.58 RT.

+80.00
11.50 RT.

+00.00
26.30 RT.

+80.00, 11.50 RT.
MATCH EXIST.

+83.01
38.00 RT.

+22.54
40.00 RT.

EXIST. R/W LINE

EXIST. R/W LINE

+82.54
40.00 RT.

+80.00
38.00 RT.

+16.07
38.00 RT.

PHONE BOX

R25'

BENCHMARK = SET ¾" IRON PIPE AND CAP, "LB#642"
ELEV. = +4.95(NAVD88)
+05.65, 29.42 RT.
N 9618/9.041
E 575624.781

RICHARDS AVE.

EXIST. R/W LINE

+47.54
64.93 RT.

ABRAMS AVE.

BEGIN 2" MISC. ASPHALT
+51.99, 17.50 RT.

END GR., TL-2 PARALLEL TERMINAL
+39.24, 19.51 RT.

+51.99
22.00 RT.

END 2" MISC. ASPHALT
+49.73, 17.50 RT.

+57.54
65.89 RT.

EXIST. GUARDRAIL TO BE REMOVED

+49.73
22.00 RT.

EXIST. R/W LINE

BEGIN GR., TL-2 PARALLEL TERMINAL
+61.93, 19.49 RT.

40' DRAINAGE R/W

END ℄ CONST. GILLOT BLVD.
STA.104+00.00
N 961484.529
E 575651.974

TL-2 GUARDRAIL

+88.75
38.00 RT.

END PROJECT
END CONSTRUCTION
STA. 102+80.00
MATCH EXISTING

REMOVE EXIST. 43"x68" PIPE
CONST. 70 LF OF 43"x68" PIPE

40' S.E. TRANSITION FROM MATCH EXIST. TO 0.02
+80.00 +20.00

40' S.E. TRANSITION FROM 0.02 TO MATCH EXIST.
+40.00 +80.00

BLITMAN WATERWAY

12251 RICHARD'S AVE.

12258 ABRAHAM'S AVE.

* SEE DRIVEWAY DETAIL FOR MORE INFORMATION

LEGEND

- RECONSTRUCTION LIMITS
- SEDIMENT BARRIER
- FLOATING TURBIDITY BARRIER
- SHLDR. PAVT
- 6" CONCRETE

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

CARLOS A. ROSERO, P.E.
LICENSE NUMBER 87356
KISINGER CAMPO & ASSOCIATES
5201 BLUE LAGOON DRIVE, SUITE 828
MIAMI, FL 33126

CHARLOTTE COUNTY
DEPARTMENT OF PUBLIC WORKS ENGINEERING

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
N/A	CHARLOTTE	453062-1-58-01

ROADWAY PLAN

SHEET NO. 6

Bryan Johnson 8/30/2024 10:58:48 AM

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CONTRACT PLANS COMPONENTS

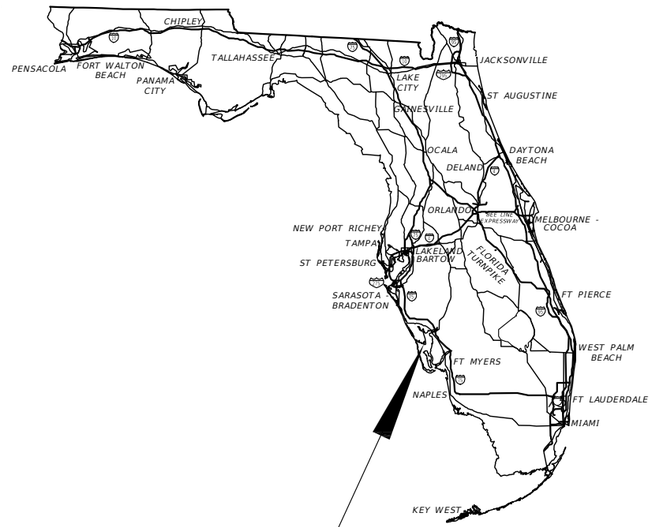
ROADWAY

CHARLOTTE COUNTY
DEPARTMENT OF PUBLIC WORKS ENGINEERING

CONTRACT PLANS

FINANCIAL PROJECT ID 453062-1-58-01
(FEDERAL FUNDS)
CHARLOTTE COUNTY
GILLOT BLVD. EMERGENCY REPAIRS
NORTH OF BLITMAN ST.





PROJECT LOCATION
https://tinyurl.com/2ph9mjzh

INDEX OF ROADWAY PLANS

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2	SIGNATURE SHEET
3	SUMMARY OF PAY ITEMS
4	TYPICAL SECTION
5	GENERAL NOTES
6	ROADWAY PLAN
7-8	SPECIAL DETAILS
9	DRAINAGE STRUCTURES
10-11	CROSS SECTIONS
12	DRIVEWAY HALF SECTIONS
13	TEMPORARY TRAFFIC CONTROL PLAN
14	SIGNING AND PAVEMENT MARKING PLAN
15	UTILITY ADJUSTMENTS

GOVERNING DESIGN CRITERIA:
2018 Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Florida Greenbook).

GOVERNING STANDARD PLANS:
Florida Department of Transportation, FY2024-25 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.shtm

GOVERNING STANDARD SPECIFICATIONS:
Florida Department of Transportation, FY 2024-25 Standard Specifications for Road and Bridge Construction at the following website:
http://www.fdot.gov/programmanagement/Implemented/SpecBooks

ROADWAY PLANS
ENGINEER OF RECORD:

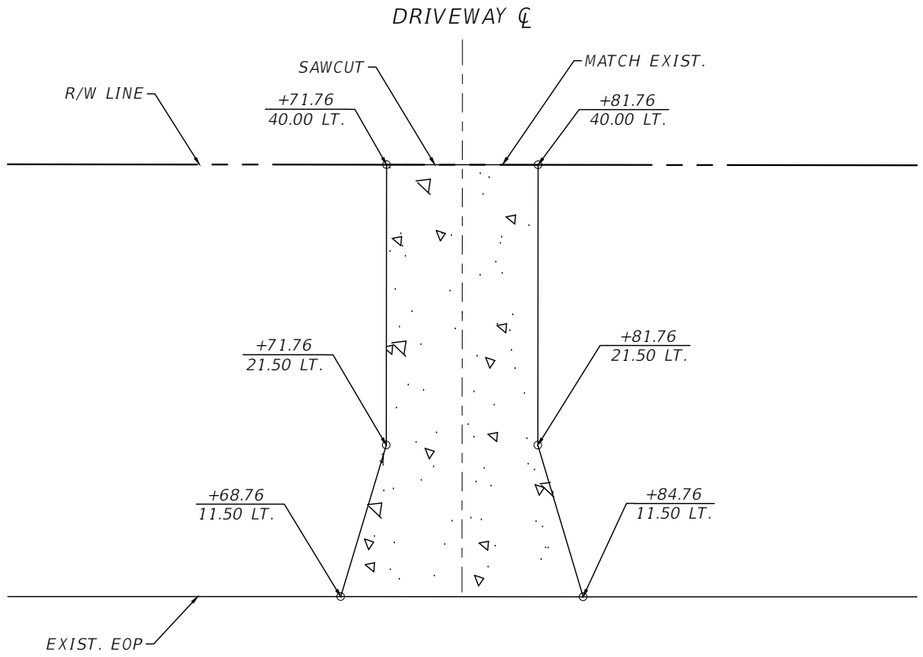
CARLOS A. ROSERO, P.E.
P.E. NO.: 87356
KISINGER CAMPO AND ASSOCIATES CORP.
5201 BLUE LAGOON DRIVE, SUITE 828
MIAMI, FLORIDA 33126
PHONE: (305) 537-4859
CONTRACT NO.: CAA44
VENDOR NO.: F59-1677145

CHARLOTTE COUNTY PROJECT MANAGER:

JEFF KEYSER

CONSTRUCTION CONTRACT NO.	FISCAL YEAR	SHEET NO.
TBD	25	1

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CHARLOTTE COUNTY DRIVEWAY DETAIL
N.T.S.
℄ STA. 100+76.76

NOTE:
1) SEE SPECIAL DETAILS SHEET (1) FOR CHARLOTTE COUNTY STANDARD DETAIL – RESIDENTIAL DRIVEWAY.
2) SEE DRIVEWAY HALF SECTION SHEET FOR DRIVEWAY GRADING.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

CARLOS A. ROSERO, P.E.
LICENSE NUMBER 87356
KISINGER CAMPO & ASSOCIATES
5201 BLUE LAGOON DRIVE, SUITE 828
MIAMI, FL 33126

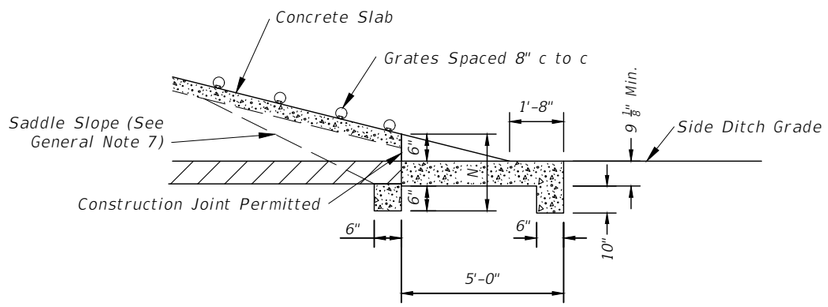
CHARLOTTE COUNTY
DEPARTMENT OF PUBLIC WORKS ENGINEERING

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
N/A	CHARLOTTE	453062-1-58-01

SPECIAL DETAILS (2)

SHEET NO. 8

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DETAIL "A"
GRATE & FASTENER DETAIL
N.T.S.

℄ CONST. GILLOT BLVD.

DRAINAGE R/W

S-1

CONST. CD MES (1:2)
STA. 101+92.63, 24.95' LT
INDEX 430-021
W/ GRATES AND
FASTENERS 8" C TO C
PER INDEX 430-022
(SEE DETAIL A)
FL. 0.50

R/W LINE

EL. 6.20

0.06

6.20

1:4

1:4

FLAT

1:4

WM

CONST. 43"X68" CLASS IV ERCP

FLOW LINE

R/W LINE

S-1

CONST. CD MES (1:2)
STA. 102+01.68, 36.09' RT
INDEX 430-021
W/ GRATES AND FASTENERS 8" c to c PER
INDEX 430-022 (SEE DETAIL A)
FL. 0.66

DRAINAGE R/W

10
5
0
-5

10
5
0
-5

100 80 60 40 20 0 20 40 60 80 100

SKEWED SECTION

℄ CONST. GILLOT BLVD.

1" = 20' Horizontal
1" = 10' Vertical

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

RAFAEL A. DEVONISH, P.E.
LICENSE NUMBER 96926
KISINGER CAMPO & ASSOCIATES
13461 PARKER COMMONS BLVD, SUITE 104
FORT MYERS, FL 33912

CHARLOTTE COUNTY
DEPARTMENT OF PUBLIC WORKS ENGINEERING

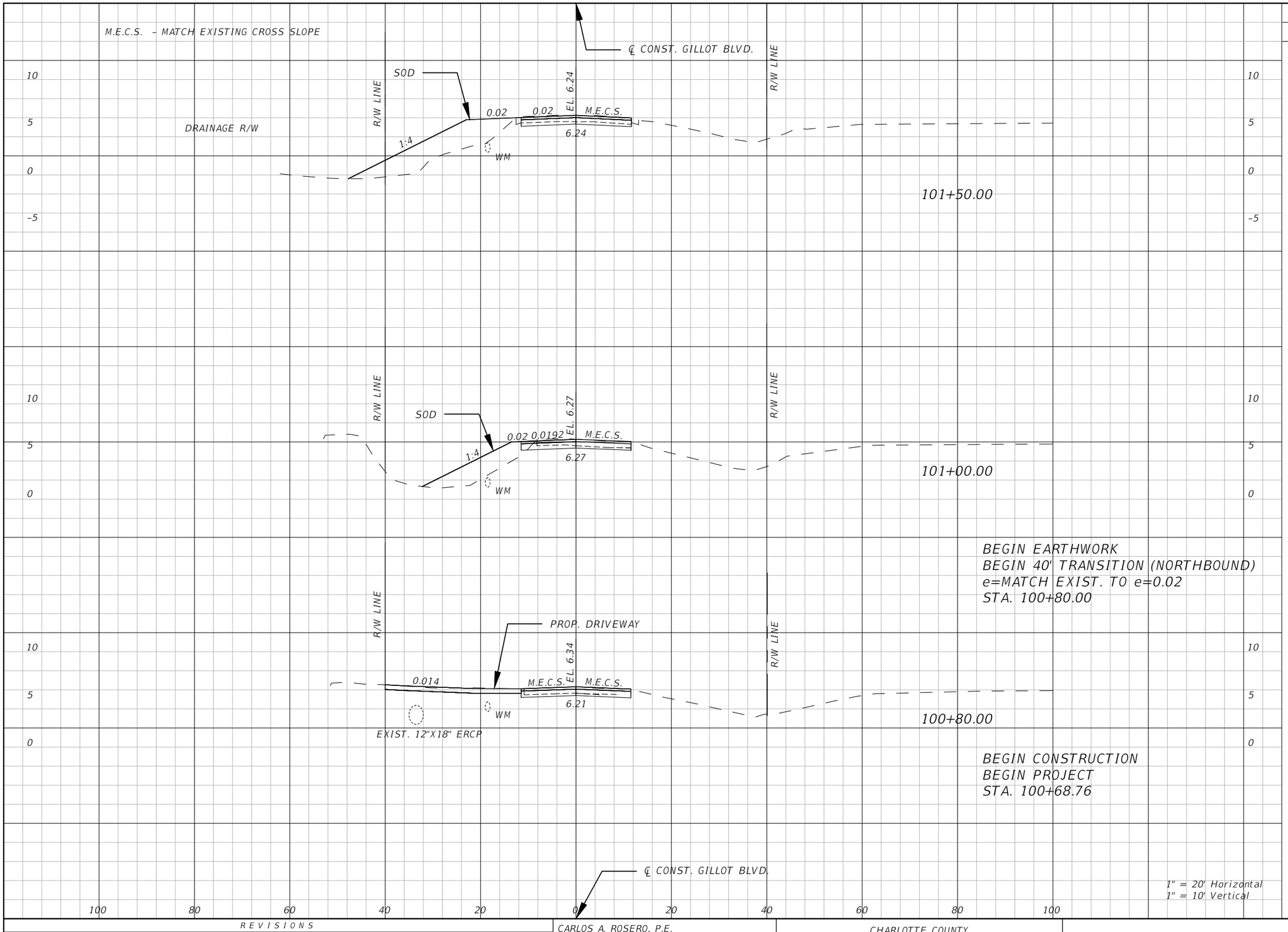
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
N/A	CHARLOTTE	453062-1-58-01

DRAINAGE STRUCTURES

SHEET NO. 9

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	Regular Exc.		Embankment	
	A(sf)	V(cy)	A(sf)	V(cy)
101+50.00	22.56	41.33	69.41	97.96
101+00.00	22.09	15.88	36.39	13.48
100+80.00	20.80	0.00	0.00	0.00

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5201 BLUE LAGOON DRIVE, SUITE 828
MIAMI, FL 33126

CHARLOTTE COUNTY
DEPARTMENT OF PUBLIC WORKS ENGINEERING

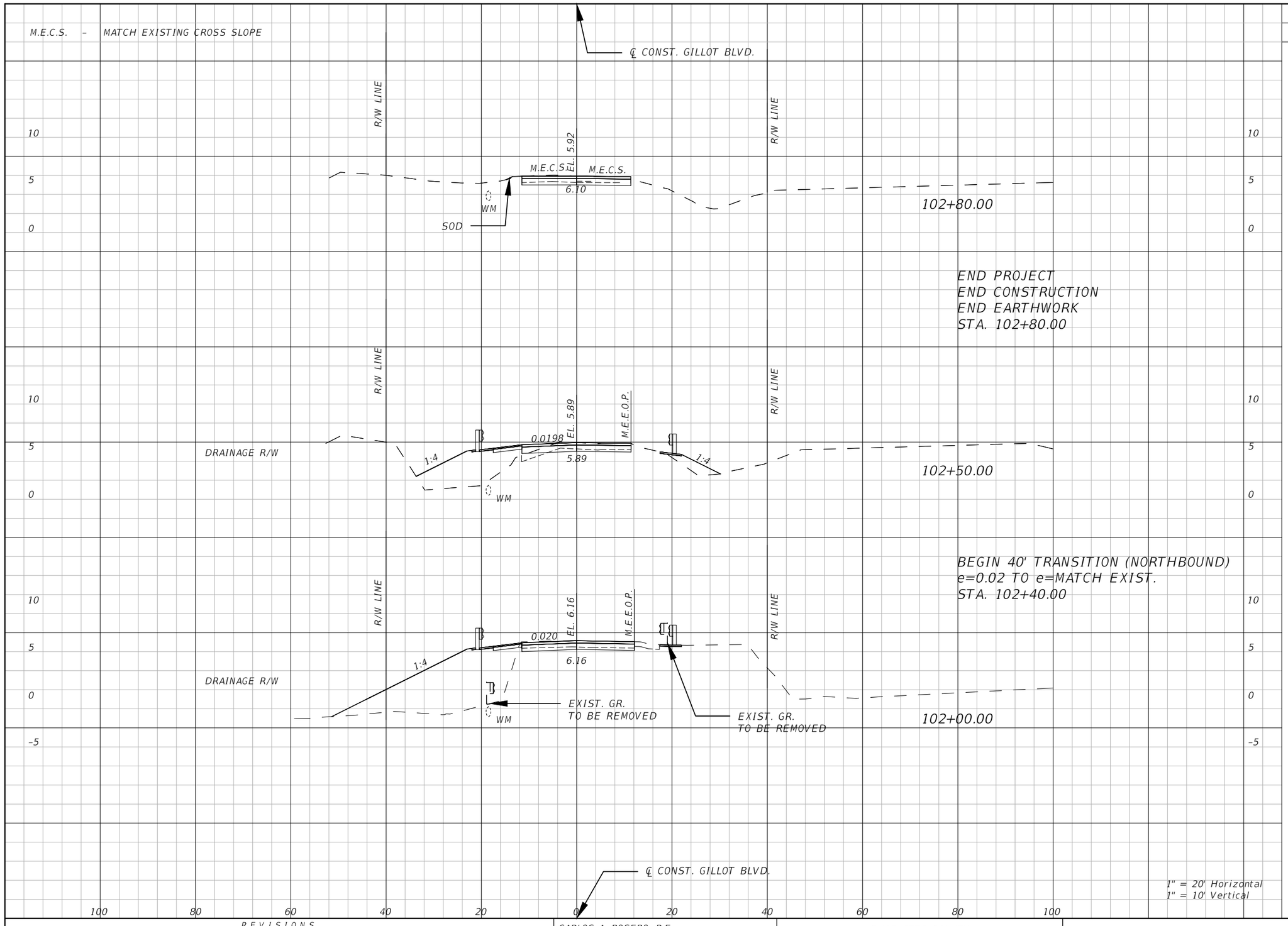
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
N/A	CHARLOTTE	453062-1-58-01

CROSS SECTIONS

SHEET NO. 10

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M.E.C.S. – MATCH EXISTING CROSS SLOPE



Regular Exc.		Embankment	
A(sf)	V(cy)	A(sf)	V(cy)
21.43	21.47	0.21	31.04
17.21	36.80	55.66	179.07
22.54	41.76	137.74	191.81

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5201 BLUE LAGOON DRIVE, SUITE 828
MIAMI, FL 33126

CHARLOTTE COUNTY
DEPARTMENT OF PUBLIC WORKS ENGINEERING

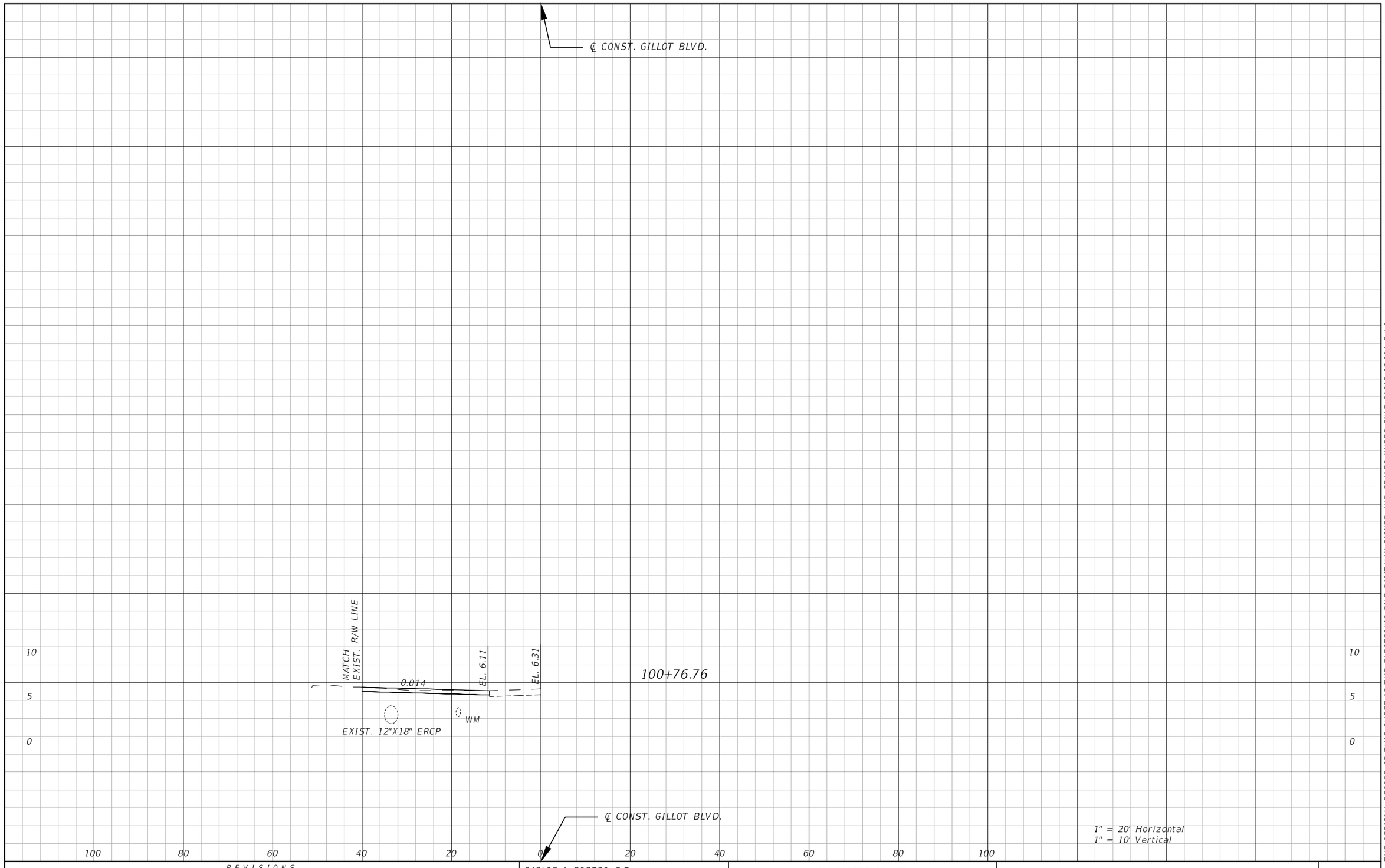
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
N/A	CHARLOTTE	453062-1-58-01

CROSS SECTIONS

SHEET NO. 11

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5201 BLUE LAGOON DRIVE, SUITE 828
MIAMI, FL 33126

CHARLOTTE COUNTY
DEPARTMENT OF PUBLIC WORKS ENGINEERING

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
N/A	CHARLOTTE	453062-1-58-01

DRIVEWAY HALF SECTIONS

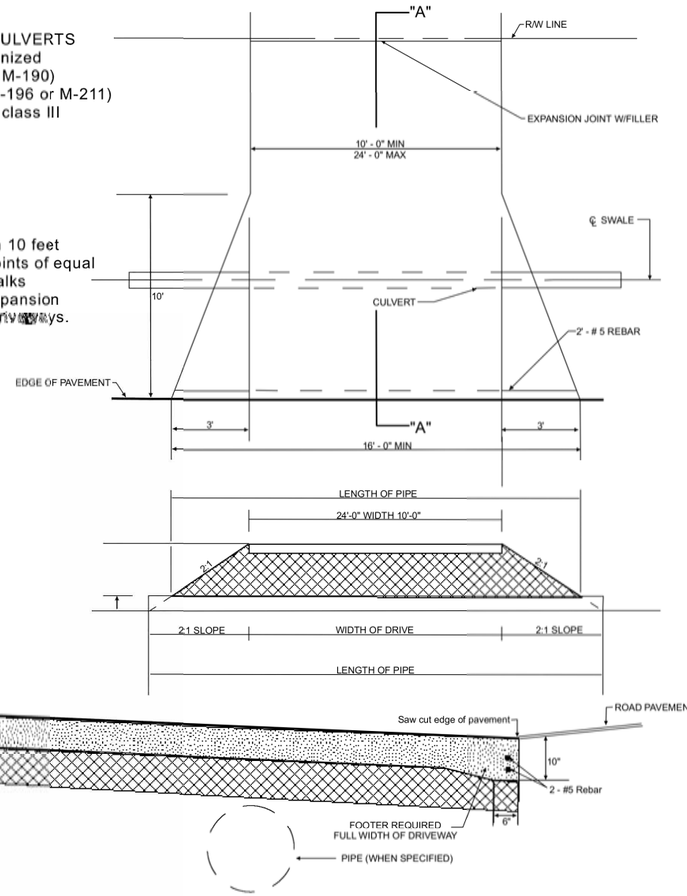
SHEET NO. 12

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SPECIFICATIONS OF CULVERTS
A. Asphalt coated galvanized steel (ASSHTO-M-36 or M-190)
B. Aluminium (ASSHTO-196 or M-211)
C. Reinforced concrete class III
D. A-2000

All driveways wider than 10 feet shall have tool or saw joints of equal segments and all sidewalks shall be isolated with expansion joint material from the driveways.

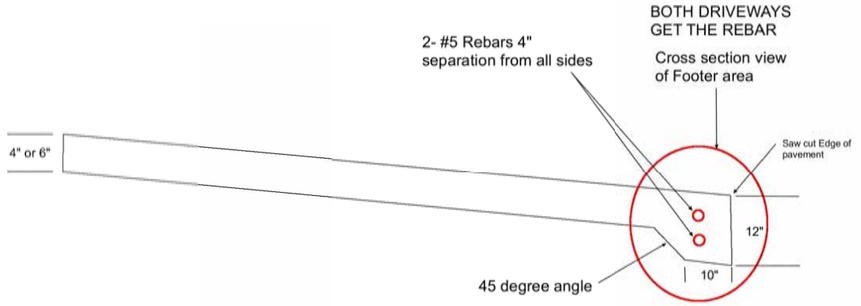


SECTION "A - A"
N.T.S.

NOTE:
1. THE CULVERT SIZE TO BE SPECIFIED BY THE COUNTY INSPECTOR.

CHARLOTTE COUNTY ENGINEERING DESIGN STANDARD

CHARLOTTE COUNTY FLORIDA			STANDARD DETAIL RESIDENTIAL DRIVEWAY	R-3 Sheet 1 of 4



Entire Driveway shall be 3000PSI Concrete with fiber mesh additive.

Commercial Driveway Footer dimensions as shown 12" by 10"

Residential Driveway Footer dimensions are 10" by 6"

CHARLOTTE COUNTY ENGINEERING DESIGN STANDARD

CHARLOTTE COUNTY FLORIDA			RESIDENTIAL OR COMMERCIAL CONCRETE DRIVEWAY CROSS SECTION	R-3 Sheet 3 of 4

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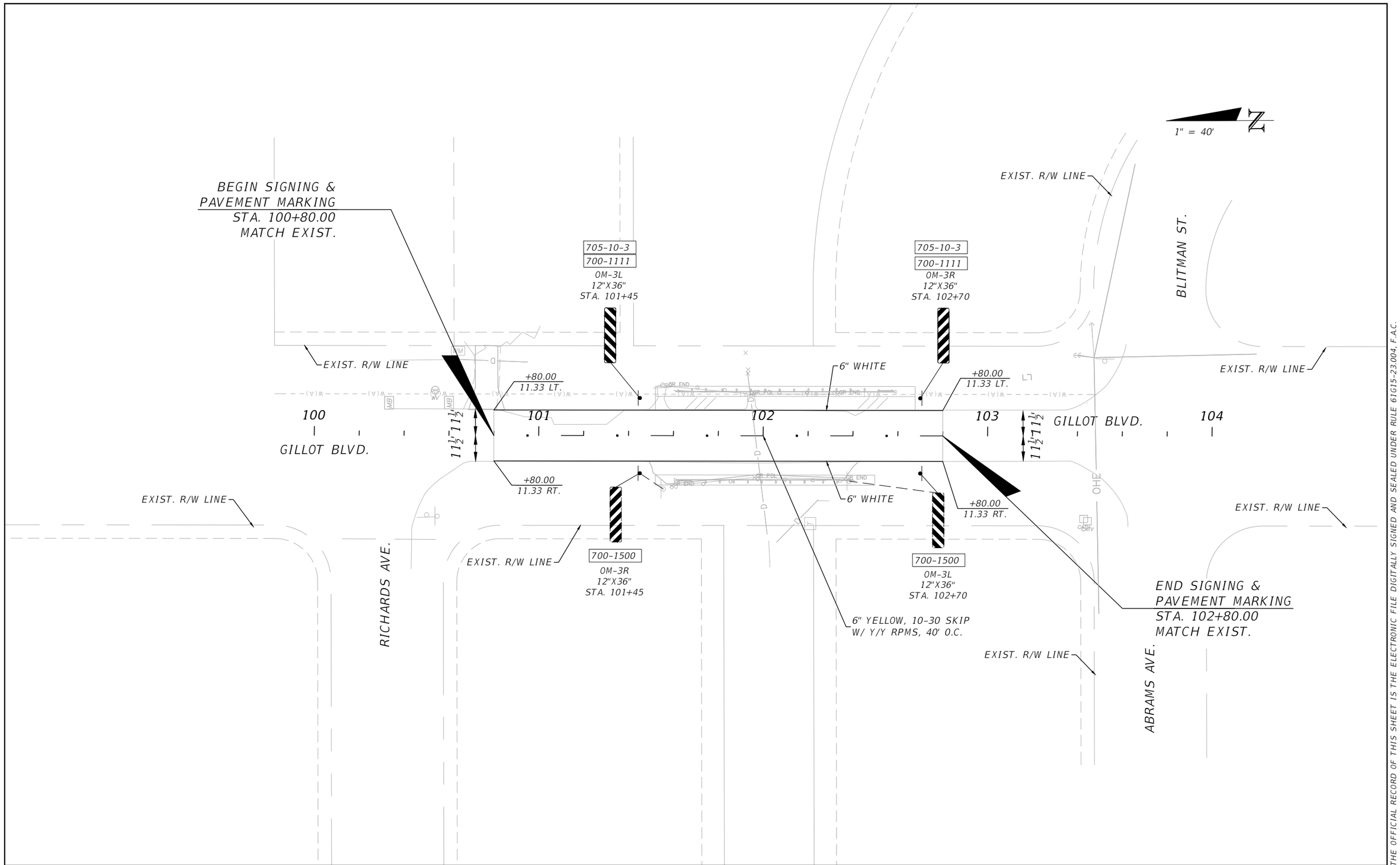
CHARLOTTE COUNTY
DEPARTMENT OF PUBLIC WORKS ENGINEERING

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
N/A	CHARLOTTE	453062-1-58-01

SPECIAL DETAILS (1)

SHEET NO. 7

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

CARLOS A. ROSERO, P.E.
LICENSE NUMBER 87356
KISINGER CAMPO & ASSOCIATES
5201 BLUE LAGOON DRIVE, SUITE 828
MIAMI, FL 33126

CHARLOTTE COUNTY
DEPARTMENT OF PUBLIC WORKS ENGINEERING

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
N/A	CHARLOTTE	453062-1-58-01

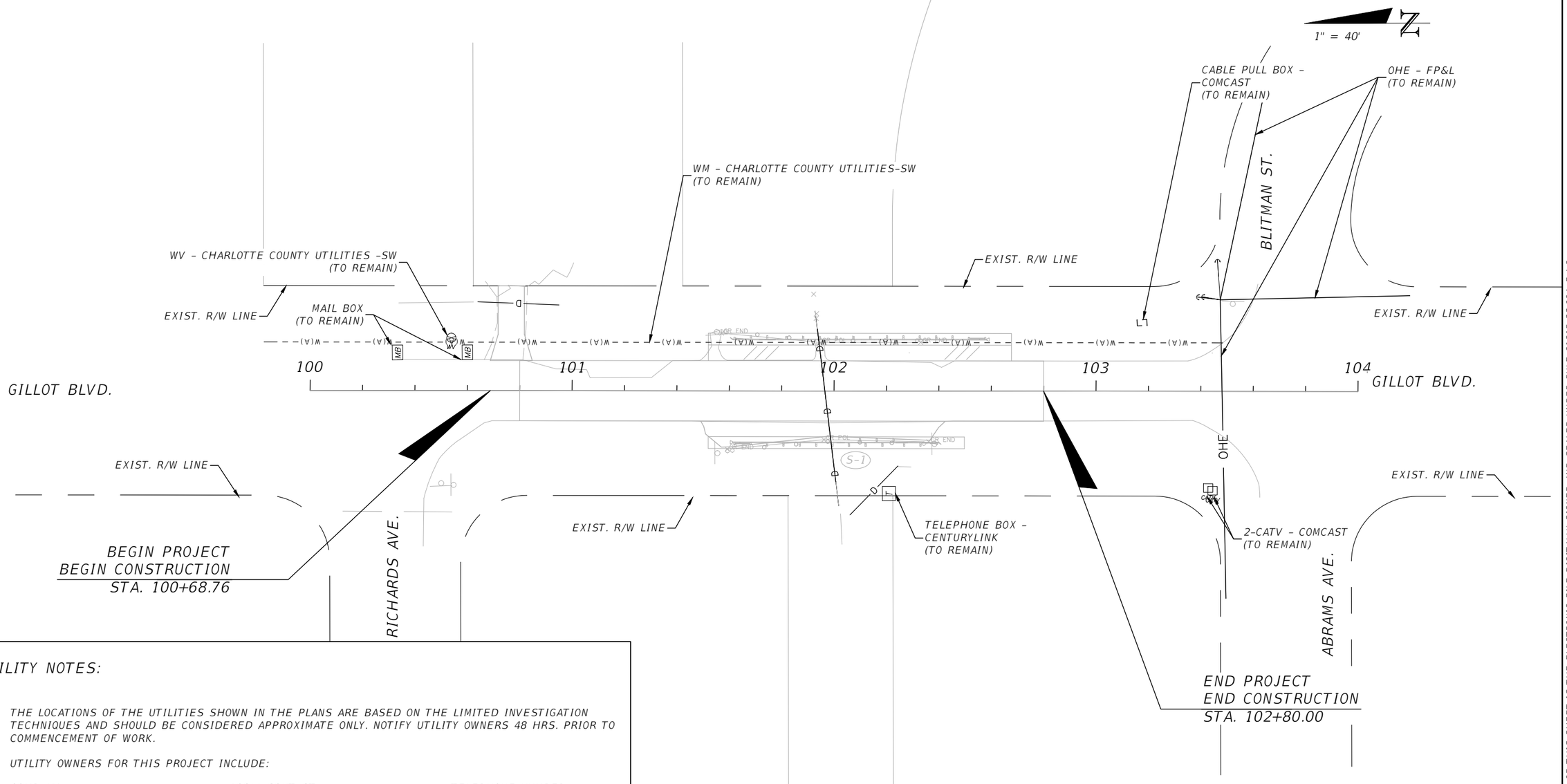
SIGNING & PAVEMENT MARKING PLAN

SHEET NO. 14

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UTILITY NOTES:

1. THE LOCATIONS OF THE UTILITIES SHOWN IN THE PLANS ARE BASED ON THE LIMITED INVESTIGATION TECHNIQUES AND SHOULD BE CONSIDERED APPROXIMATE ONLY. NOTIFY UTILITY OWNERS 48 HRS. PRIOR TO COMMENCEMENT OF WORK.
2. UTILITY OWNERS FOR THIS PROJECT INCLUDE:

COMPANY	LOCAL CONTACT	TELEPHONE NUMBER
COMCAST/ CHARTER	DAVID DELGADO	941-356-0723
CHARLOTTE COUNTY UTILITIES	TOM HILL	941-883-3571
FL POWER AND LIGHT	CHRIS McJUNKIN	941-267-7476
CENTURY LINK	KEN LUTZ	863-452-3185

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

CARLOS A. ROSERO, P.E.
LICENSE NUMBER 87356
KISINGER CAMPO & ASSOCIATES
5201 BLUE LAGOON DRIVE, SUITE 828
MIAMI, FL 33126

CHARLOTTE COUNTY
DEPARTMENT OF PUBLIC WORKS ENGINEERING

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
N/A	CHARLOTTE	453062-1-58-01

UTILITY ADJUSTMENTS

SHEET NO. 15

Bryan Johnson 8/29/2024 3:52:27 PM

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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.

Exhibit E – Addendum 3

PURCHASING DIVISION

Charlotte County Administration Center
18500 Murdock Circle
Port Charlotte, Florida 33948-1094

Telephone (941) 743-1378
Facsimile (941) 743-1384

FEBRUARY 11, 2025

TO: PROSPECTIVE BIDDERS

RE: BID 20250166 GILLOT BOULEVARD, NORTH OF BLITMAN STREET, CONSTRUCTION REPAIRS

BID DUE DATE: FEBRUARY 19, 2025, ADDENDUM NO. 3

Bidders are hereby notified that this addendum shall be made a part of the above-named proposal and contract documents.

The following is issued to modify, and/or clarify the proposal and contract documents. These items shall have the same force and effect as the original Bid and contract documents, and Bids to be submitted on the specified date shall conform with the additions, deletions and revisions as listed herein.

UPDATE:
There is a typographical error in Addenda two (2) as “Contract pPans” should be “Construction Plans”.

REPLACEMENT PAGES:
The following pages are attached and should be replaced within the Bid Package:
1. Page 31-REV, TS-08, Bid Items have changed
2. Page 44-REV, Federal Grant Requirements, Grant Agreement Number has been updated

REPLACEMENT BID FORM SUMMARY OF PAY ITEMS:
1. Page 52-REV and 53-REV, Summary of Pay Items have been updated – **failure to use these attached pages will deem the Contractor non-responsive.**

QUESTIONS AND ANSWERS:
Q1. The bid tab calls for Pipe Culvert, Round, 54"S/CD and Mitered End Sect, Opt - Other, 54" CD. The plans call for 43” X 58” (68”) Pipe and pipe ends. Which spec are we to use.
A1. The Bid tab has been updated in the Addendum. PIPE CULVERT, OPT MATERIAL, OTHER SHAPE - ELIP/ARCH, 54"S/CD. The pipe to be installed is per the plans. 43”x68” ERCP

Q2. The bid tab has 4” and 6” concrete driveway items with different quantities. Could you please explain the intent of having 2 concrete driveway bid items for what appears to be one driveway?
A2. The 6” concrete shall be poured per the plans in the ROW. Any remaining driveway beyond the plan limits will be 4” concrete. The undermining extent beyond the ROW is unknow and the 4” concrete is to make sure there is sufficient concrete for the project.

Q3. The bid tab appears to call for 6” Stabilized subgrade under the concrete driveway but the plan specs call for an undisclosed thickness of base rock Which spec are we to use? If we are to place base rock under the driveway which optional base group item is this being paid under?
A3. Charlotte County only requires Stabilized Subgrade LBR 70 under concrete driveways. There is no base rock or Optional base group item.

Q4. What is the anticipated start date?
A4. Bid Opening is February 19th, once approved, we anticipate the project to start as soon as possible. This is based on the selected contractor’s Notice to Proceed date. Charlotte County would like to break ground in April 2025

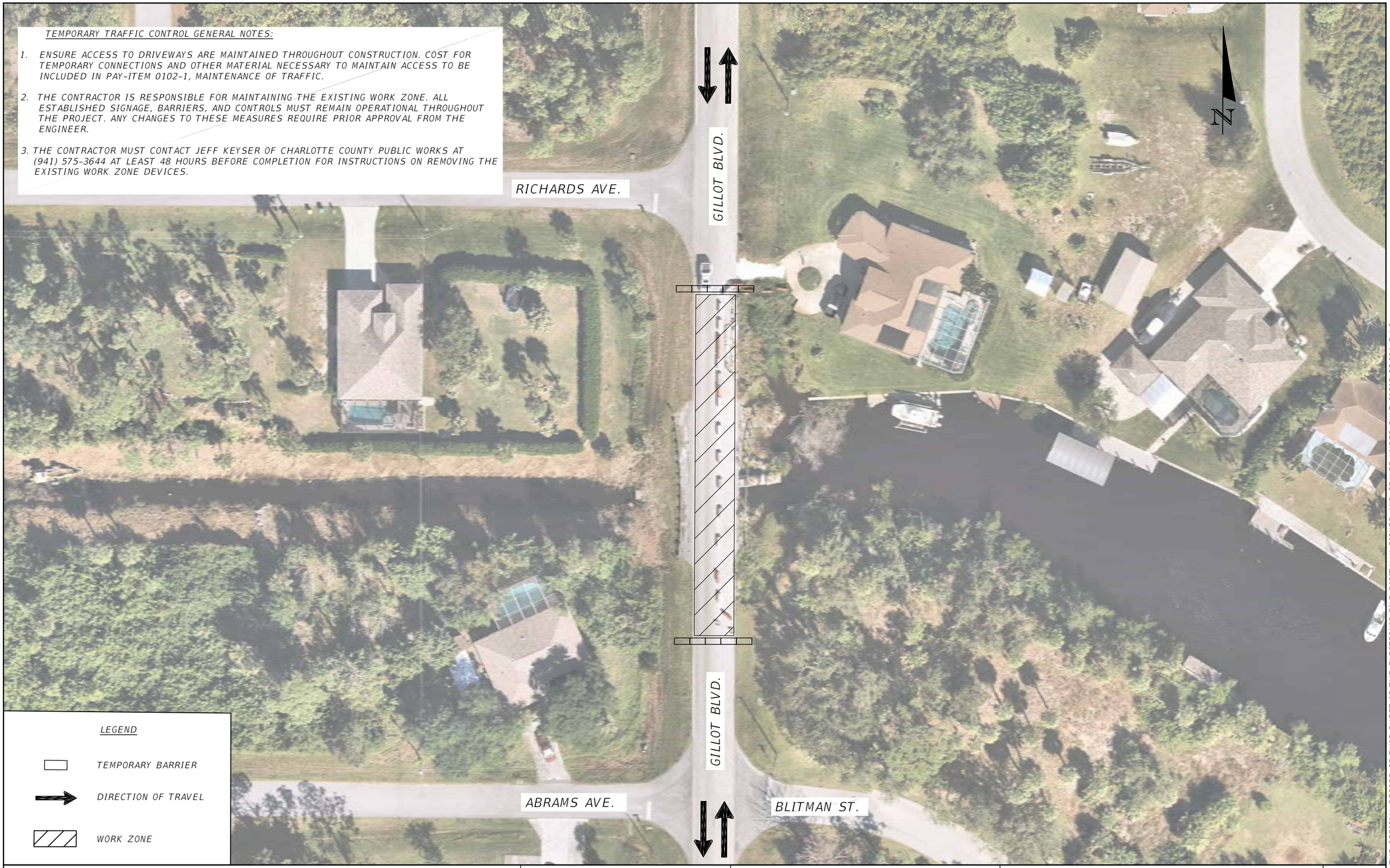
Q5. Will bar grates be required on any of the CIP mitered end sections?
A5. Yes, bar grates are required and to be spaced accordingly to the plans as these will serve as Manatee Grates. Please see revised plans (Sheet 9) in Addendum #2 issued on February 6th, 2025.

TEMPORARY TRAFFIC CONTROL GENERAL NOTES:

1. ENSURE ACCESS TO DRIVEWAYS ARE MAINTAINED THROUGHOUT CONSTRUCTION. COST FOR TEMPORARY CONNECTIONS AND OTHER MATERIAL NECESSARY TO MAINTAIN ACCESS TO BE INCLUDED IN PAY-ITEM 0102-1, MAINTENANCE OF TRAFFIC.

2. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING THE EXISTING WORK ZONE. ALL ESTABLISHED SIGNAGE, BARRIERS, AND CONTROLS MUST REMAIN OPERATIONAL THROUGHOUT THE PROJECT. ANY CHANGES TO THESE MEASURES REQUIRE PRIOR APPROVAL FROM THE ENGINEER.

3. THE CONTRACTOR MUST CONTACT JEFF KEYSER OF CHARLOTTE COUNTY PUBLIC WORKS AT (941) 575-3644 AT LEAST 48 HOURS BEFORE COMPLETION FOR INSTRUCTIONS ON REMOVING THE EXISTING WORK ZONE DEVICES.



LEGEND

- TEMPORARY BARRIER
- DIRECTION OF TRAVEL
- WORK ZONE

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

CARLOS A. ROSERO, P.E.
LICENSE NO.: 87356
KISINGER CAMPO & ASSOICATES
5201 BLUE LAGOON DRIVE,SUITE 828
MIAMI, FL 33126

CHARLOTTE COUNTY
DEPARTMENT OF PUBLIC WORKS ENGINEERING

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
N/A	CHARLOTTE	453062-1-58-01

TEMPORARY TRAFFIC CONTROL PLAN

SHEET NO. 13

Bryan Johnson 8/29/2024 3:51:47 PM

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amount; however, the Contractor shall not exceed bid quantity without written approval from the County. The quantity to be paid for in this specification shall be paid for per square yards once satisfactorily completed and accepted.

C. BASIS OF PAYMENT – Price and payment will be full compensation for all work specified in this specification including all labor, materials, hardware, and incidental costs. Such price and payment shall constitute all items of work described herein completed and accepted. Payment for optional base group shall be made under:

Bid Item 285-701	**Optional Base, Base Group 1**	**Square Yards (SY)**
Bid Item 285-709	**Optional Base, Base Group 9**	**Square Yards (SY)**

TS-08 PIPE CULVERT:

A. GENERAL – The work specified in this Technical Specification shall conform to the requirements of Section 125 and 430 of the FDOT Standard Specifications and FDOT Standard Index, except as amended herein. Furnish and install Class III drainage pipe and mitered end sections at the locations called for in the plans, no substitutions of pipe will be accepted. Furnish and construct joints and connections to existing pipes, catch basins, inlets, manholes, walls, as may be required to complete the work.

B. BACKFILL UNDER WET CONDITIONS – Where wet conditions are such that dewatering by normal pumping methods would not be effective, the procedure outlined below may be used when specifically authorized by the Engineer in writing. The County will not pay for select material that might be used by the Contractor for his own convenience instead of dewatering. The County will permit the use of granular material below the elevation at which mechanical tampers would be effective, but only material classified as A-3. Place and compact the material using timbers or hand tampers until the backfill reaches an elevation such that its moisture content will permit the use of mechanical tampers. When the backfill has reached such elevation, use normally acceptable backfill material. Compact the material using mechanical tampers in such manner and to such extent as to transfer the compacting force into the material previously tamped by hand. The County will permit the use of coarse aggregate for pipe bedding only, below the elevation at which mechanical tampers would be effective. Use coarse aggregate as specified in Section 901 for Aggregate Size Number 89, 8, 78, 7, 68, 6, or 57. Place the coarse aggregate such that it will be stable and firm. Fully wrap the aggregate with a layer of Type D-4 filter fabric. Do not place coarse aggregate within 4 feet of the ends of the trench or ditch. Use normally accepted backfill material at the ends.

No pipe shall be placed in a wet or yielding trench. Any bedding material and/or fabric material that is not acceptable to County shall be replaced at the Contractors expense. Bedding material shall be incidental to this bid item.

Wrap all reinforced concrete pipe joints (round and elliptical) with a geotextile fabric as depicted in the “Filter Fabric Jacket” detail, Index 280 of the FDOT Design Standards. The unit cost for placement of pipe includes joint wrapping.

All excavation, trenching and related sheeting and bracing shall conform to the requirements of the Florida Trench Safety Act (C5/5B 2626) which incorporates by reference, OSHA’s excavation safety standards, (29 CFR 1926.650 Subpart P).

Pipes to be set at design elevation with 0.00'+ tolerance and .04'- tolerance.

Final pipe inspection per section 430-4.8 of the FDOT Standard Specifications will be required except as amended herein. A DVD video report will not be required **unless** a visual inspection cannot be performed, or a visual inspection uncovers a deviation of the line, grade, shape, debris, leeks, or other defects.

C. METHOD OF MEASUREMENT – The quantity of storm drainpipe, storm drain trench, cross drainpipe, side drainpipe and gutter drainpipe as shown on the bid form is approximate and is given only as a basis of calculation for award of the contract. The actual quantities may vary substantially from the estimated amount; however, the Contractor shall not exceed bid quantity without written approval from the County. The quantity to be paid for in this specification shall be paid for per linear foot and/or per each once satisfactorily completed and accepted.

D. BASIS OF PAYMENT – Price and payment will be full compensation for all work specified in this specification including all labor, materials, hardware, and incidental costs. Such price and payment shall constitute all items of work described herein completed and accepted. Payment for pipe culvert shall be made under:

Bid Item 430-174-218	**Pipe Culvert, Other Shape - Elliptical/Arch, 14" X 23" S/CD**	**Linear Feet (LF)**
Bid Item 430-175-254	**Pipe Culvert, OPT Material, Other Shape, Elliptical/Arch, 54"S/CD**	**Linear Feet (LF)**
Bid Item 430-982-642	**Mitered End Section, Optional, Elliptical/Arch, 54"CD**	**Each (EA)**

Q6. I don't see an items for dewatering in the bid form.
A6. Dewatering necessary for the culvert replacement is covered under Section 120 of the FY 2024-25 FDOT Standard Specifications.

Q7. In addition, who is responsible for dewatering permits?
A7. The anticipated dewatering necessary for construction meets SWFWMD requirements under General WUP Permit by Rule which does not require an application to be submitted or permit to be issued.

This addendum is binding and is to be considered as if contained within the original quote documents of Bid No. 20250166. **Bidders are required to acknowledge receipt of this addendum on their Bid Forms.**

Kimberly Corbett
_____
Kimberly A. Corbett, C.P.M., CPPB
Senior Division Manager - Purchasing

KAC/ss

cc: File

SUMMARY OF PAY ITEMS FOR GILLOT BOULEVARD, NORTH OF BLITMAN STREET, CONSTRUCTION REPAIRS

BID ITEM	ITEM DESCRIPTION	UOM	EST QTY	UNIT PRICE	EXTENDED PRICE
102-1	Maintenance of Traffic	LS	1	$	$
104-10-3	Sediment Barrier	LF	323	$	$
104-11	Floating Turbidity Barrier	LF	149	$	$
110-1-1	Clearing and Grubbing (0.39 acres)	LS	1	$	$
120-1	Excavation	CY	159	$	$
120-6	Embankment	CY	533	$	$
160-4-12	Type B Stabilization LBR 70 (12")	SY	603	$	$
285-701	Optional Base, Base Group 1	SY	81	$	$
285-709	Optional Base, Base Group 9	SY	526	$	$
430-175-254	Pipe Culvert, Opt Material, Other Shape, Elliptical/Arch, 54"S/CD	LF	70	$	$
430-982-642	Mitered End Section, Optional, Elliptical/Arch, 54" CD	EA	2	$	$
522-6	Concrete Driveway, 6” Thick	SY	35	$	$
536-1-1	Guardrail	LF	175	$	$
536-73	Guardrail Removal	LF	153	$	$
536-85-20	End Anchorage Assembly (Trailing Anchorage)	EA	2	$	$
536-85-24	End Anchorage Assembly (Parallel)	EA	2	$	$
570-1-2	Performance Turf, Sod	SY	420	$	$
700-1-111	Single Column Ground Sign Assembly, F and I, Ground Mount, < 12 SF	AS	2	$	$
700-1-500	Single Column Ground Sign Assembly, Relocate	AS	2	$	$
705-10-3	Object Marker, Type 3	EA	2	$	$
706-1-3	Pavement Marker, Type B	EA	6	$	$
710-11-101	Painted Pavement Markings White 6”	GM	0.0760	$	$
710-11-231	Painted Pavement Markings Yellow 6”	GM	0.0380	$	$
TS-14	As-Built Drawings	LS	1	$	$

Name of Bidder:_____

(This form to be returned)

SUMMARY OF PAY ITEMS FOR GILLOT BOULEVARD, NORTH OF BLITMAN STREET, CONSTRUCTION REPAIRS (CONTINUED)

BID ITEM	ITEM DESCRIPTION	UOM	EST QTY	UNIT PRICE	EXTENDED PRICE
BID ITEMS TO BE INVOICED SEPARATELY					
160-4-4	Type B Stabilization LBR 70 (6")	SY	120	$	$
430-174-218	Pipe Culvert, Other Shape - Elliptical/Arch, 14" X 23" S/CD	LF	32	$	$
522-4	Concrete Driveway, 4" Thick	SY	130	$	$
FDOT LAP CLASS D SPECIFICATION PACKAGE					
334-1-12	Superpave Asphaltic Conc, Traffic B	TN	91	$	$
339-1	Miscellaneous Asphalt Pavement	TN	11	$	$
GILLOT BOULEVARD, NORTH OF BLITMAN STREET, CONSTRUCTION REPAIRS SUB-TOTAL:					**$**

101-1 Mobilization/Demobilization: The cost for mobilization/demobilization shall be five percent (5%) of the sub-total project cost.

SUB-TOTAL $_____ X 5% = $_____

GILLOT BOULEVARD, NORTH OF BLITMAN STREET, CONSTRUCTION REPAIRS BID TOTAL: $_____

Name of Bidder: _____

(This form to be returned)

EXHIBIT F – Human Trafficking Affidavit Form 357-030-31

AFFIDAVIT REGARDING LABOR AND SERVICES

Effective July 1, 2024, pursuant to §787.06(13), Florida Statutes, when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services.

Nongovernmental Entity's Name: _____
Address: _____
Phone Number: _____
Authorized Representative's Name: _____
Authorized Representative's Title: _____
Email Address: _____

AFFIDAVIT

I, *insert nongovernmental entity's authorized representative name*, as authorized representative attest that *insert nongovernmental entity's name*does not use coercion for labor or services as defined in §787.06, Florida Statutes.

Under penalty of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

_____
(Signature of authorized representative) Date

STATE OF FLORIDA
COUNTY OF
Sworn to (or affirmed) and subscribed before me, by means of ☐ physical presence or ☐online notarization, this day of , (year), by

_____
Notary Public, not required when digital

_____
Commission Expires
Personally Known ☐ OR Produced Identification ☐
Type of Identification Produced

Frequently Asked Questions (FAQ) for
Affidavit Regarding Labor and Services, Form No. 375-030-31

1. **Which contracts require a nongovernmental entity to complete FDOT Form No. 375-030-31, AFFIDAVIT REGARDING LABOR AND SERVICES?**

   The form should be completed by a nongovernmental entity every time a contract is executed, renewed, or extended. Please refer to the matrix located on the Guidance Sharepoint site to determine the types of contracts for which a completed form should be received.

2. **If I am amending a contract to add a subconsultant/subcontractor/subvendor for a contract executed prior to or after 7-1-2024, do I need to request the form?**

   No, the form is not required for contract amendments that do not extend time.

3. **If I execute a contract after July 1, 2024, and receive the form from the nongovernmental entity and then later the contract is extended, do I need to obtain a new form?**

   Yes, even if the Department received a completed form when the original contract was executed, a new form is required every time the contract is extended.

4. **Is the form required for Task Work Orders (TWO), TWO Amendments, or Administrative Amendments that are not signed by two parties?**

   No, a form is not required for TWOs, TWO Amendments, or Administrative Amendments.

5. **Is a scanned copy of the form adequate for the Department file or do we need the original pen and ink signed affidavit form with seal?**

   The Department does not need to maintain a copy of the original form. The scanned copy of the original is acceptable for Department files.

   The original needs to be maintained by the nongovernmental entity.

6. **Does the Department need to maintain a copy of the affidavit?**

   Yes, a copy of the affidavit shall be maintained in the appropriate Department file, which may include the procurement, contract, or other file.

7. **Should a copy of the affidavit be included in the contract execution/renewal/amendment package?**

   A completed form is not required to be in the contract execution/renewal/amendment package.

8. **How does the Department request this form?**

   Suggested language for the solicitation, advertisement, award letter, renewal award letter, or time extension notification email from the Department:

   Prior to contract execution, extension or renewal, the Department shall notify the awardee (Vendor, Grantee, Consultant, or Contractor) of the need to download, complete, and submit

FDOT Form No. 375-030-31. Please have the form signed and notarized and send a scanned copy to_____. The nongovernmental entity must maintain the original copy in accordance with other provisions of this Agreement or Contract, and in accordance with Florida law.

9. **Can you execute a contract, renewal, or time extension without the form?**

   Yes, however, the nongovernmental entity must provide the completed form to the Department as soon as possible.

10. **Is the intended approach that the form only to be applied when we execute new contracts, issue renewal, or extend time?**

    The form is to be used retroactively for any contract executed, renewal executed, or contract extended on or after July 1, 2024, and forward.

11. **When should we get the form? Is it before we execute or at the same time we execute?**

    The law states, "When a contract is executed, renewed, or extended between a nongovernmental entity…."

12. **Does the form need to be completed by the nongovernmental entity each time a contract is executed, renewed or extended? Or can the nongovernmental entity provide a previously signed form?**

    The form should be completed by the nongovernmental entity every time a contract is executed, renewed, or extended. A completed form that was previously provided to the Department cannot be reused by the nongovernmental entity.

Exhibit G – Request for Administrative Signature

FEDERAL GRANT REQUIREMENTS
GILLOT BOULEVARD, NORTH OF BLITMAN STREET, CONSTRUCTION REPAIRS
BID NO. 20250166

Federal Grant Requirements Gillot Boulevard, North of Blitman Street, Construction Repairs Bid No 20250166

This project is funded in whole or in part with funds from the Florida Department of Transportation (FDOT or the Department), Grant Agreement 453062-2-58-01 and as such, Contractors performing work on this Project are required to adhere to the following:

1. Restrictions, Prohibitions, Controls and Labor Provisions:

a. 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.

b. 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.

c. 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 Recipient.

d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

e. The Department shall consider the employment by any Contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the Contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

f. The Contractor Shall:

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

ii. Expressly require any Contractors and subcontractors performing work or providing services pursuant to this agreement 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 Contractor and subcontractor during the contract term.

g. The Contractor shall comply and require its Contractors and subcontractors to comply with all terms and conditions of FDOT Grant Agreement 453062-2-58-01 and all federal, state, and local laws and regulations applicable to this Project.

2. Indemnification and Insurance:

To the extent provided by law, the Contractor shall indemnify, defend, and hold harmless the County 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.

The foregoing indemnification shall not constitute a waiver of the Department's or the County's 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 County for the negligent acts or omissions of the County, 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

Request for County Administrator Signature

County departments presenting documents for signature by the County Administrator that do not require Board action must complete the following form and attach as a cover document.

Types of documents this applies to:

- Temporary License Agreements (less than 5 years)
- Settlement Agreements
- Grant Related Documents
- Leases or Rental Agreements
- Permits or Owners Authorizations
- Other (please specify)

……

Originating Department: Purchasing

Contact Name: Kimberly A. Corbett

Type of Document: Gillot Blvd Construction Contract

Signature Requested from: Hector Flores

Date Requested: June 16, 2025

Return Document to: Kimberly A Corbett Phone Number: 941.743.1372

Comments: Need one (1) original

CAO Review Completed By: Date:

Instructions for Minutes:

- [x] Attest a Signature
- [x] Record an Agreement Number – Contract #20-333a
- [ ] Assign an Agreement Number

CAO Comments/Additional Instructions:

Action Required Following Administrators Signature:

- [x] Bring to Minutes
- [ ] Bring Back to County Attorney's Office to:

Any additional Notes or Instructions?