

Writer's Direct Dial Number: (850) 521-1706
Writer's E-Mail Address: bkeating@gunster.com

January 12, 2026

VIA E-PORTAL

Mr. Adam Teitzman
Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

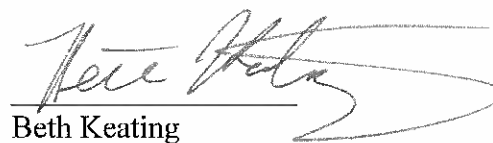
Re: Docket No. 20250121-GU – Joint petition for approval of actual, estimated, and projected relocation costs and approval to establish a recovery surcharge, by Florida City Gas and Florida Public Utilities Company.

Dear Mr. Teitzman:

Attached for filing, please find Supplemental Responses of Florida City Gas and Florida Public Utilities Company to Staff's Second Set of Data Requests, Nos. 7 and 8.

Thank you for your assistance with this filing. As always, please don't hesitate to let me know if you have any questions whatsoever.

Sincerely,



Beth Keating
Gunster, Yoakley & Stewart, P.A.
215 South Monroe St., Suite 601
Tallahassee, FL 32301

(Enclosure)

Re: Docket No. 20250121-GU – Joint petition for approval of actual, estimated, and projected relocation costs and approval to establish a recovery surcharge, by Florida City Gas and Florida Public Utilities Company

Supplemental Responses to Staff's Second Set of Data Requests (Nos. 7 & 8)

FPUC and FCG's responses below are submitted as supplemental responses to data requests Nos. 7 & 8 and are reflective of the modified, clarified scope based upon discussions with Staff of January 7, 2026. Additional supplemental documentation is also attached with regard to the following projects:

0361 -DOT-OSLO RD RELO (drainage conflict)
Okeechobee Rd Relocation FDOT (drainage, culvert, and bridge foundation conflict)
Atlantic Ave from SR 7 to US 441
Sebastian
MR CR491

7. Please provide, for each of the last five years and projected 2026, the amounts that FCG and FPUC budgeted and included in base rates for the relocation of facilities, including the associated revenue requirement.

COMPANY RESPONSE:

FPUC does not separately budget for relocations.

To the best of our knowledge, the budget for FCG for 2023, as reflected in a document from FCG's prior owner, was \$1,864,534. We are, however, unable to find additional documentation or support that demonstrates whether this amount was actually included in base rates in the 2022 rate case.

To be clear, even if the amount above was included in base rates, FCG's request in this docket does not result in double recovery, because FCG is not including any costs for relocations prior to July 2024. An estimate for 2024 was \$2,295,364. No other years had amounts budgeted for relocations.

8. Please identify and categorize any relocation expenditures for the past five years that were incurred by FCG or FPUC due to one of the following: (1) relocations required by other entities; (2) relocations due to problematic pipes or infrastructure; or (3) relocations related to easements or right-of-way issues.

COMPANY RESPONSE:

For item 1, the relocations required by other government entities were included in the filing for July 2024 thru December 2025. There was another project, FPID 435804-1-52-01 for the Boynton Beach Blvd. Interchange that was not included in this filing, because FDOT was required to reimburse the Company for this project.

For Item 2, neither FPUC or FCG separated out capital expenditures using this classification. Replacing and relocating problematic pipe has been included in FCG's SAFE program and FPUC's GUARD program. However, we cannot determine without a more extensive review if any related to relocating the problematic pipe as opposed to

just replacing it. Relocation costs due solely to problematic pipe issues are not, however, included in this filing.

For Item 3, neither FPUC nor FCG has separated out capital expenditures using this classification.



Florida Department of Transportation

RON DESANTIS
GOVERNOR

3400 West Commercial Boulevard
Fort Lauderdale, FL 33309

JARED W. PERDUE, P.E.
SECRETARY

MEMORANDUM

DATE: October 5, 2023

TO: Thuc Le, P.E., Project Manager

FROM: L. Juliet Ashbourne, Utilities Project Manager *LJA*

COPIES: Yuanet Letzelter, Mark Madgar, Ryan Drendel, File

CONCURRENCE: Carolina Sanchez

SUBJECT: UTILITIES CERTIFICATION

Financial Project ID: 229658-4-52-01
State Road Number: 806
County: Palm Beach
Description: SR-806/Atlantic Ave. from W. of SR-7/US-441 to E. of Lyons Rd.

This is to certify that for this project based on plans dated April 7, 2023, all utility work has been completed or that all necessary arrangements have been made for it to be undertaken and completed as required for proper coordination with the physical construction schedule.

Appropriate notification identifying all utility relocation work, together with status of/or schedule for completion for each company involved within the limits of this project, has been made a part of the special provisions package. The following utilities and their involvement are listed as follows:

<u>Utility Agencies</u>	<u>Disposition</u>	<u>Estimated Reimbursement</u>
AT&T Florida	Non-Reimbursement/Utility Work Schedule	\$ 0.00
Comcast Cable	Non-Reimbursement/Utility Work Schedule	\$ 0.00
Crown Castle Fiber	Non-Reimbursement/Utility Work Schedule	\$ 0.00
Florida Public Utilities Co.	Non-Reimbursement/Utility Work Schedule	\$ 0.00
FPL Distribution	Reimbursement/Utility Work Schedule CO #1	\$ 96,000.00
FPL Distribution	Non-Reimbursement/Utility Work Schedule	\$ 0.00
Hotwire	Non-Reimbursement/Utility Work Schedule	\$ 0.00
Lumen-Century Link	Non-Reimbursement/Utility Work Schedule	\$ 0.00
MCI/Verizon	Non-Reimbursement/Utility Work Schedule	\$ 0.00
Palm Beach County Water Utilities	Reimbursement/Back-Out UWS UWHCA	\$ 265,647.11
Palm Beach County Water Utilities	Non-Reimbursement/Back-Out UWS UWHCA	\$ 0.00

The total estimated/anticipated cost with this project based on provided documentation is \$361,247.11



September 29, 2023

SUBJECT: UTILITIES CERTIFICATION

State Road No.: 806
Financial Project ID: 229658-4-52-01
Federal Project ID: D423-062-B
County: Palm Beach
Description: Atlantic Avenue from West of SR 7 / US 441 to East of Lyons Road

This is to certify that for this project, based on plans dated April 7, 2023, all utility work has been completed or that all necessary arrangements have been made for it to be undertaken and completed as required for proper coordination with the physical construction schedule.

Appropriate notification identifying all utility relocation work, together with status of/or schedule for completion for each company involved within the limits of this project, has been made a part of the special provisions package.

The following utilities and their involvement are listed as follows:

<u>Utility Agencies</u>	<u>Disposition</u>	<u>Estimated Reimbursement</u>
AT&T	Non-Reimbursement/ Utility Work Schedule	\$ 0.00
Comcast	Non-Reimbursement/ Utility Work Schedule	\$ 0.00
Crown Castle Fiber	Non-Reimbursement/ Utility Work Schedule	\$ 0.00
Florida Public Utilities Co.	Non-Reimbursement/ Utility Work Schedule	\$ 0.00
FPL Distribution	Non-Reimbursement and Reimbursement/ Utility Work Schedule	\$ 96,000.00
Hotwire Communications	Non-Reimbursement/ Utility Work Schedule	\$ 0.00
Lumen	Non-Reimbursement/ Utility Work Schedule	\$ 0.00
MCI/Verizon	Non-Reimbursement/ Utility Work Schedule	\$ 0.00
Palm Beach County Water Utilities Department	Non-Reimbursement and Reimbursement/ Backout Utility Work Schedule	\$ 221,400.00

The total estimated/anticipated cost with this project based on provided documentation is \$317,400.00.

Regards,

Eric Bridges, PE
Engineer of Record
Jacobs Engineering Group, Inc.

FLORIDA DEPARTMENT OF TRANSPORTATION
UTILITY WORK SCHEDULE

December 14, 2016

Pursuant to Section 337.403 F.S., the UAO and FDOT agree to the UAO's need for relocation or adjustment to its utilities and FDOT's need for a schedule for the UAO to effect the relocation or adjustment. This utility work schedule is based on FDOT plans dated in the project information box below. Any deviation by FDOT or its contractor from these plans, may void this utility work schedule. Upon notification by FDOT of a change to these plans, the UAO may negotiate a new utility work schedule. The UAO agrees to notify FDOT and the contractor in writing prior to starting, stopping, resuming, and completing work in accordance with this utility work schedule. The UAO shall obtain a utility permit and comply with requirements of the 2017 Utility Accommodation Manual (UAM) for all work done under this utility work schedule. The UAO is not responsible for events beyond the control of the UAO that could not be reasonably anticipated by the UAO and which could not be avoided by the UAO with exercise of due diligence at the time of the occurrence.

FDOT PROJECT INFORMATION

Financial Project ID: 229658-4-52-01	Federal Project ID:
State Road Number: SR-806	County: Palm Beach
FDOT Plans Dated: 4/7/2023	District Document No.:

UTILITY AGENCY/OWNER (UAO)

Utility Company: Florida Public Utilities Company		
UAO Project Rep: Van-Leeuwen Fernando	Phone:	E-mail: Engineering-wpb@fpuc.com
UAO Field Rep: Andy Weitz / Matt Ryan	Phone: 561-254-0998 / 561-838-1832	E-mail: Engineering-wpb@fpuc.com

UTILITY SIGNATURE

I have reviewed the FDOT plans referenced above and submit this utility work schedule in compliance with UAM Section 5 and agree to be bound by the terms of this utility work schedule.

UAO Rep. Van-Leeuwen Fernando Date 6/23 /2023
 Name Florida Public Utilities Company
 Title Gas Operations SUPV

[Signature]

ENGINEER OF RECORD SIGNATURE

I attest this utility work schedule is compatible with the FDOT plans referenced above.

EOR. [Signature] Date 9 / 20 / 23
 Name Joseph Martin
 Title Project Manager

APPROVAL BY DISTRICT UTILITIES

This utility work schedule is complete and acceptable to FDOT.

FDOT Rep. [Signature] Date 10 / 5 / 2023
 Name L. Juliet Ashbourne
 Title Utility Project Manager

SECTION A: SUMMARY OF UTILITY WORK

The below days are the total numbers of days shown for all activities in Section C of this utility work schedule. The breakdown of how these days are to be incorporated into the FDOT project and the dependence of these days upon the completion of other activities by the UAO or others is shown in Section C.

Days prior to FDOT project construction: 125 Days during FDOT project construction: 0

FLORIDA DEPARTMENT OF TRANSPORTATION
UTILITY WORK SCHEDULE

December 14, 2016

Financial Project ID: 229658-4-52-01
Utility Company: : FPUC
FDOT Plans Dated: 4/7/2023

SECTION B: UAO SPECIAL CONDITIONS/CONSTRAINTS

Roadway Contractor shall maintain access to FPUC facilities within the limits of the project at all times

Florida Public Utilities request that a minimum of 72 hour notice be given prior to commencing construction

Please contact Andy Weitz @ 561-254-0998 (aweitz@fpuc.com) or Matt Ryan @ 561-838-1832 (mryan@fpuc.com)

FPUC will perform work ahead of the contractor. No additional time is required.

Financial Project ID: 229658-4-52-01
Utility Company: EPUC
FDOT Plans Dated: 4/7/2023

SECTION C: UAO's WORK ACTIVITIES

[illegible]

Keating, Beth

Subject: FW: 432521-1 Oslo Road - Executed UWS
Attachments: 431521-1 Florida City Gas UWS.pdf

From: Termini, Michael <MTermini@chpk.com>
Sent: Monday, January 12, 2026 8:23 AM
To: Welch, Kathy <kawelch@chpk.com>
Subject: FW: 432521-1 Oslo Road - Executed UWS

From: Armstrong, Kelly <Kelly.Armstrong@dot.state.fl.us>
Sent: Tuesday, December 20, 2022 2:04 PM
To: Puglisi, Andrew <Andrew.Puglisi@fpl.com>
Cc: Bobb, Michael <Michael.Bobb@nexteraenergy.com>; Howell, Wesley <Wesley.Howell@nexteraenergy.com>; Robbert, Jeffrey <Jeffrey.Robbert@dot.state.fl.us>; Campbell, Lisa <Lisa.Campbell@dot.state.fl.us>
Subject: 432521-1 Oslo Road - Executed UWS

Caution - External Email (kelly.armstrong@dot.state.fl.us)

Report this Email

Quick response

Emergency response

Tips

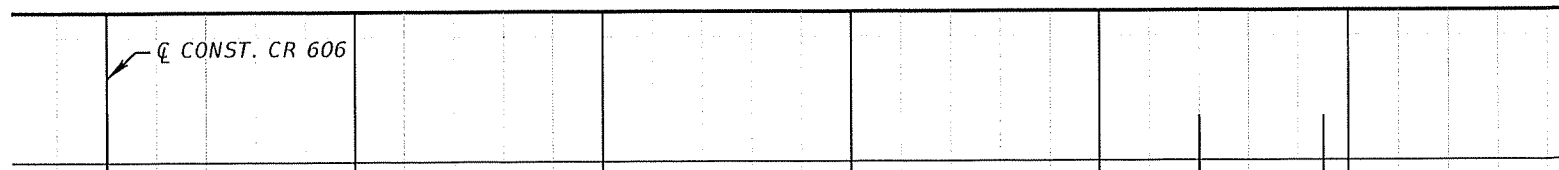
Andrew,

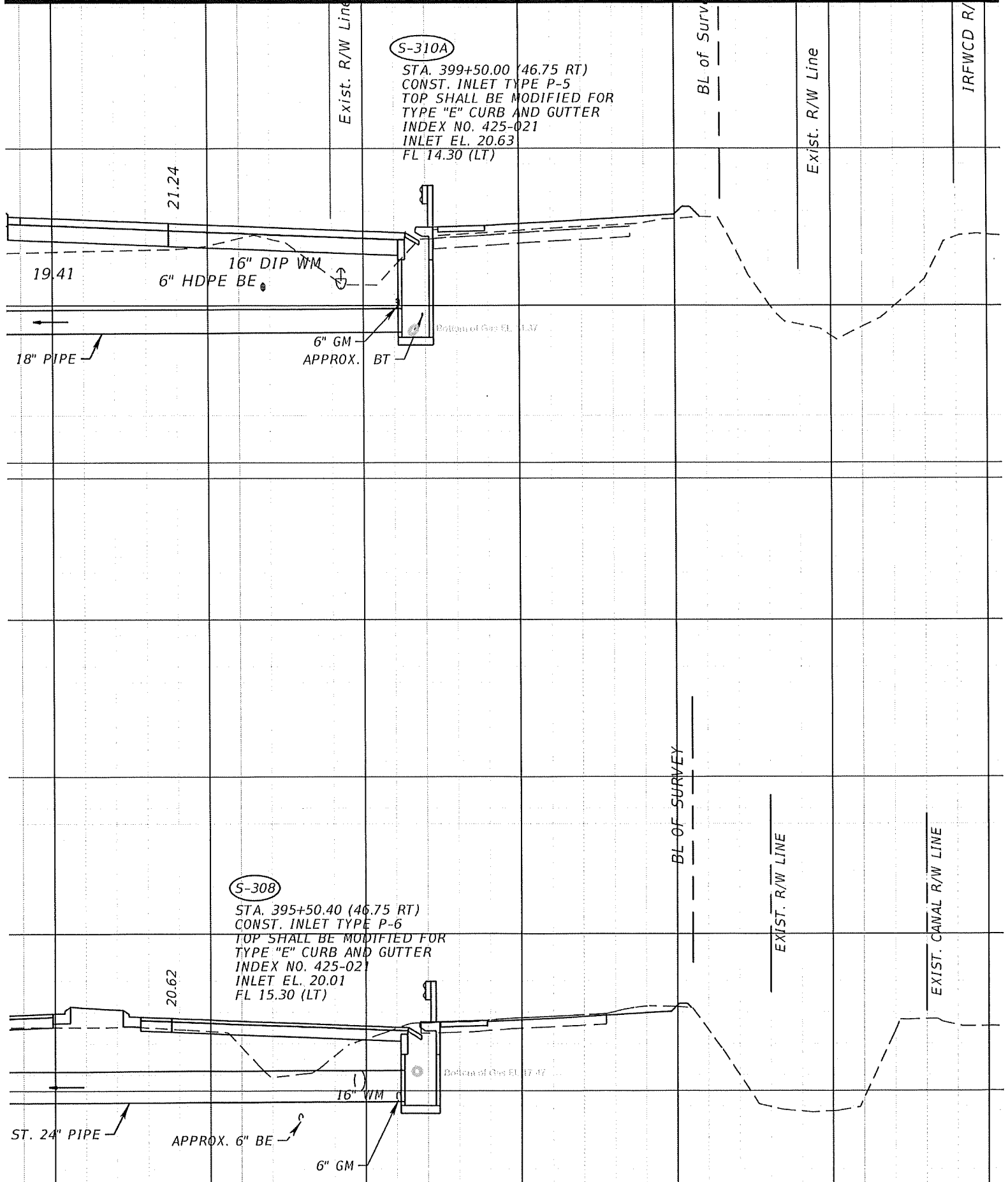
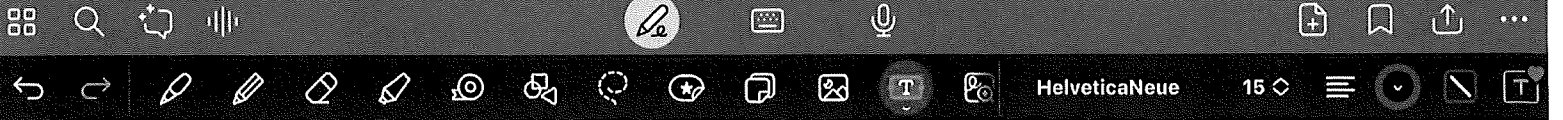
See attached fully executed UWS for project 431521-1 (Oslo Road). You may consider this your Notice to Proceed with your pre-construction activities.

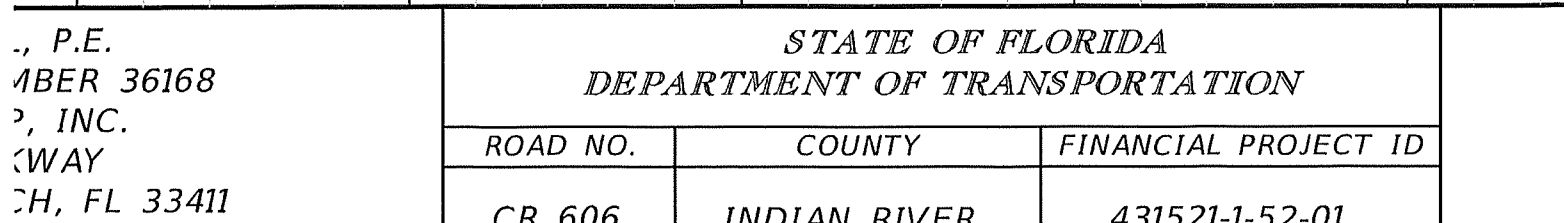
Thank you,

Kelly Armstrong | Project Manager
Florida Department of Transportation
District 4 Design | Utilities Office
3400 W. Commercial Blvd.
Fort Lauderdale, FL 33309
☎: 954.777.4129 | ✉: kelly.armstrong@dot.state.fl.us

Chesapeake Utilities Corporation ("Chesapeake Utilities") is an energy delivery company publicly traded on the New York Stock Exchange under the ticker symbol "CPK" (NYSE: CPK). This email, together with any attachments, is intended only for the use of the party to which it is addressed and may contain information that is proprietary, privileged, confidential, and/or otherwise protected by law. If you are not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this email or its contents is strictly prohibited. If you have received this message in error, please notify the







Keating, Beth

Subject: FW: T4639 Oslo Rd Conflict with new GM FCG
Attachments: IMG_0192.jpeg; IMG_0191.jpeg; IMG_0190.jpeg

From: Brian Coblentz <bcoblentz@halleyeng.com>
Sent: Monday, June 30, 2025 11:04 AM
To: Carolyn Gish <cgish@cegroupfl.com>; Termini, Michael <MTermini@chpk.com>
Cc: Pena, Andres <APena@chpk.com>; Michael Sellnow <msellnow@halleyeng.com>; John Morris <jmorris@halleyeng.com>; David Jefferson <djefferson@cegroupfl.com>; Tiffany Noon <tnoon@consoreng.com>; Pena, Gustavo <GPena@chpk.com>
Subject: [EXTERNAL] RE: T4639 Oslo Rd Conflict with new GM FCG

This Message Is From an External Sender

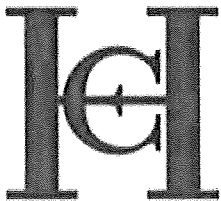
This message came from outside your organization.

Brad,

Good morning. We potholed the four areas where we believed we'd have conflicts, and it has been confirmed that they're indeed in conflict. Please see attached.

Regards,

Brian Coblentz
Project Manager



Halley Engineering Contractors, Inc.
13901 NW 118th Avenue
Miami, FL 33178
Cell: 772-812-0409
Office: 305-883-0055 Ext 302
E-mail: bcoblentz@halleyeng.com

From: Carolyn Gish <cgish@cegroupfl.com>
Sent: Thursday, June 19, 2025 12:18 PM
To: Termini, Michael <MTermini@chpk.com>
Cc: Pena, Andres <APena@chpk.com>; Michael Sellnow <msellnow@halleyeng.com>; John Morris <jmorris@halleyeng.com>; David Jefferson <djefferson@cegroupfl.com>; Tiffany Noon <tnoon@consoreng.com>; Pena, Gustavo <GPena@chpk.com>; Brian Coblentz <bcoblentz@halleyeng.com>
Subject: RE: T4639 Oslo Rd Conflict with new GM FCG

Hi Brad,

Thanks for the coordination this morning.

I just sent a TEAMS meeting invite for Tuesday, 6/24/25 at 10:30am. Please let me know if we need to adjust.

Please forward meeting invite, as necessary. This meeting will include field staff.

Mike/Brian:

Please be prepared to identify/discuss specific known locations/elevations that conflicts need to be resolved and insight on the work that has been performed already.

Brad: Please will have info related to the completed relocation work.

Goal: Make a plan to ensure the needed resolution/observation/support/ relocation is complete next week (for the 3 known conflicts) and any additional work is scheduled, as not to further delay the FDOT Contractor.

Agenda:

1. Confirm which UWS work is complete and identify new locations of gas facilities to confirm conflict.
2. Make Plan to eliminate/address known and expected conflicts (see 3 confirmed and 4 others below).
 - a. S-300 to S-302 -Gas Main needs to be lowered 3ft to allow 30" pipe installation. (This 3ft does not include the clearance FCG requires).
 - b. S-220 to S-220A -Gas Main needs to be moved 8' to the south for a total length 120'.
 - c. S-217 -Gas Main needs to be moved 8' to south.
 - d. Possible future conflicts EB drainage. These 4 areas the gas will need to be lowered by 1-2' if in conflict. (Not including FCG required clearance)
 - S-305
 - S-308
 - S-310A
 - S-311
3. Schedule work effort

Please note: My firm and email address has changed

Carolyn Gish, P.E.

Senior Project Engineer

Creative Engineering Group, Inc.

Mobile: **(561) 212-0585**

cgish@cegrouppfl.com

Creative
ENGINEERING GROUP, INC.

From: Carolyn Gish
Sent: Thursday, June 19, 2025 10:36 AM
To: Termini, Michael <MTermini@chpk.com>
Cc: Pena, Andres <APena@chpk.com>; Michael Sellnow <msellnow@halleyeng.com>; jmorris <jmorris@halleyeng.com>; David Jefferson <djefferson@cegroupfl.com>; Tiffany Noon <tnoon@consoreng.com>; Pena, Gustavo <GPena@chpk.com>; Brian Coblentz <bcoblentz@halleyeng.com>
Subject: RE: T4639 Oslo Rd Conflict with New GM

Hi Brad,

I left you a VM>

Please provide a status on the plan for prompt resolution of the noted conflicts.

Thanks and have a nice day.

Please note: My firm and email address has changed

Carolyn Gish, P.E.

Senior Project Engineer

Creative Engineering Group, Inc.

Mobile: (561) 212-0585

cgish@cegroupfl.com

Creative
ENGINEERING GROUP, INC.

From: Brian Coblentz <bcoblentz@halleyeng.com>
Sent: Tuesday, June 17, 2025 1:58 PM
To: Termini, Michael <MTermini@chpk.com>; Pena, Gustavo <GPena@chpk.com>
Cc: Pena, Andres <APena@chpk.com>; Michael Sellnow <msellnow@halleyeng.com>; jmorris <jmorris@halleyeng.com>; Carolyn Gish <cgish@cegroupfl.com>; David Jefferson <djefferson@cegroupfl.com>; Tiffany Noon <tnoon@consoreng.com>
Subject: RE: T4639 Oslo Rd Conflict with New GM

Brad,

S-300 to S-302

Gas Main needs to be lowered 3ft to allow 30" pipe installation. (This 3ft does not include the clearance FCG requires).

S-220 to S-220A

Gas Main needs to be moved 8' to the south for a total length 120'.

S-217

Gas Main needs to be moved 8' to south.

Possible future conflicts EB drainage. These 4 areas the gas will need to be lowered by 1-2' if in conflict. (Not including FCG required clearance)

S-305

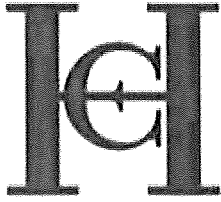
S-308

S-310A

S-311

Regards,

Brian Coblentz
Project Manager



Halley Engineering Contractors, Inc.

13901 NW 118th Avenue

Miami, FL 33178

Cell: 772-812-0409

Office: 305-883-0055 Ext 302

E-mail: bcoblentz@halleyeng.com

From: Brian Coblentz <bcoblentz@halleyeng.com>

Sent: Monday, June 16, 2025 9:01 PM

To: Termini, Michael <MTermini@chpk.com>; Pena, Gustavo <GPena@chpk.com>

Cc: Pena, Andres <APena@chpk.com>; Michael Sellnow <msellnow@halleyeng.com>; John Morris <jmorris@halleyeng.com>; Carolyn Gish <cgish@cegroupfl.com>; David Jefferson <djefferson@cegroupfl.com>; Tiffany Noon <tnoon@consoreng.com>

Subject: Re: T4639 Oslo Rd Conflict with New GM

Brad,

Yes, we'll get that info to you tomorrow. Thanks for the response.

Regards,

Brian Coblentz
Project Manager

Halley Engineering Contractors, Inc.

13901 NW 118th Ave

Miami, FL 33178

Cell: 772-812-0409

Office: 305-883-0055 Ext 302

E-mail: bcoblentz@halleyeng.com

Keating, Beth

Subject: FW: 405606-7 CR510 from CR 512 to 87th Ave -Utility Notice - FCG

From: Termini, Michael <MTermini@chpk.com>
Sent: Thursday, January 08, 2026 10:21 AM
To: Welch, Kathy <kawelch@chpk.com>
Subject: FW: 405606-7 CR510 from CR 512 to 87th Ave -Utility Notice - FCG

From: Campbell, Lisa <Lisa.Campbell@dot.state.fl.us>
Sent: Thursday, January 16, 2025 11:07 AM
To: Termini, Michael <MTermini@chpk.com>; Clark, Walter <WClark@chpk.com>; Baker, Joshua <Joshua.Baker@dot.state.fl.us>
Cc: Klein, Nickolas <Nickolas.Klein@dot.state.fl.us>; Korloch, Richard <Richard.Korloch@dot.state.fl.us>; Peterson, Richard <Richard.Peterson@dot.state.fl.us>
Subject: [EXTERNAL] 405606-7 CR510 from CR 512 to 87th Ave -Utility Notice - FCG

This Message Is From an External Sender

This message came from outside your organization.

All,

This is the 1st utility notice for work prior to construction on the above-mentioned project.

Utility Represented: Florida City Gas

FDOT Project No. 405606-7-52-01

Your UWS states; all or part of your Scheduled Utility Work, will be completed prior to construction. The final date this work must be completed by is **03/26/25, 11** (days prior as per UWS). Your work, to meet this deadline, must begin on or before **03/15/25** some **60** days from today.

Should you not complete the work by above date and the Contractor notifies the Department of the intention to submit a claim for additional compensation due to a delay caused by Florida City Gas, you may be responsible for any, and all costs incurred by the Department due to these impacts/delays.

Please contact Lisa Campbell / FDOT, TCOPs, Utility Coordinator, to submit a schedule for this work or provide a statement describing any delays. Lisa.Campbell@dot.state.fl.us, office (772) 429-4867, cell (772) 519-1059.

Lisa Campbell, MPA
Utility Coordinator
Treasure Coast Operations
Florida Department of Transportation

Office: 772-429-4867 **Mobile:** 772-519-1059



Chesapeake Utilities Corporation ("Chesapeake Utilities") is an energy delivery company publicly traded on the New York Stock Exchange under the ticker symbol "CPK" (NYSE: CPK). Chesapeake Utilities is not, nor has it ever been, affiliated with Chesapeake Energy Corporation. This email, together with any attachments, is intended only for the use of the party to which it is addressed and may contain information that is proprietary, privileged, confidential, and/or otherwise protected by law. If you are not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this email or its contents is strictly prohibited. If you have received this message in error, please notify the sender immediately by replying to the message, and permanently delete this email from your computer and destroy all copies of it.

Keating, Beth

Subject: FW: [EXTERNAL] RE: 423251-4 Florida City Gas Conflict Discussion

From: Rodriguez, Xenia <Xenia.Rodriguez@dot.state.fl.us>

Sent: Friday, July 26, 2024 10:54 AM

To: Termini, Michael <MTermini@chpk.com>; Nancy Condemi-Dolan <nancy.condemi@collierseng.com>; Rick Duran <rduran@bcceng.com>; Simoes-Ponce, Tristan <TSimoesPonce@chpk.com>; Andollo-Soto, Aracely <Aracely.Andollo-Soto@dot.state.fl.us>

Cc: Rebecca Green-Valente <Rebecca.GreenValente@collierseng.com>; Oliva, Oscar <ooliva@bcceng.com>; Wang, BaoYing <BaoYing.Wang@dot.state.fl.us>

Subject: RE: [EXTERNAL] RE: 423251-4 Florida City Gas Conflict Discussion

This Message Is From an External Sender

This message came from outside your organization.

Good morning Michael, the only one that can approve different restoration limits will be the District Permits Engineer, you will need to make a request when you apply for a permit, but there is no guarantee.

Xenia Rodríguez

District Utility Administrator

Florida Department of Transportation-D6

1000 NW 111 Ave

Miami, FL. 33172

305-470-5234

From: Termini, Michael <MTermini@chpk.com>

Sent: Friday, July 26, 2024 10:50 AM

To: Nancy Condemi-Dolan <nancy.condemi@collierseng.com>; Rick Duran <rduran@bcceng.com>; Simoes-Ponce, Tristan <TSimoesPonce@chpk.com>; Andollo-Soto, Aracely <Aracely.Andollo-Soto@dot.state.fl.us>

Cc: Rebecca Green-Valente <Rebecca.GreenValente@collierseng.com>; Oliva, Oscar <ooliva@bcceng.com>; Rodriguez, Xenia <Xenia.Rodriguez@dot.state.fl.us>; Wang, BaoYing <BaoYing.Wang@dot.state.fl.us>

Subject: RE: [EXTERNAL] RE: 423251-4 Florida City Gas Conflict Discussion

EXTERNAL SENDER: Use caution with links and attachments.

Thanks Nancy!

Would we be able to complete a Mill / Overlay that limits to the trench line? With the amount of work we have out on site required I would like to see if we can get away from needing to restore more than necessary to eliminate duplicate work. Thanks!

Regards,

Brad Termini, PMP
Mgr, Engineering - FCG
Cell: (321) 213-8254
MTermini@chpk.com

Florida City Gas
4180 US Highway 1
Rockledge, FL 32955



** Please be advised that my email has changed. For all future communication please email MTermini@chpk.com as Michael.Termini@NexterEnergy.com will no longer be accessible in the near future. **

From: Nancy Condemi-Dolan <nancy.condemi@collierseng.com>
Sent: Friday, July 26, 2024 10:07 AM
To: Rick Duran <rduran@bcceng.com>; Simoes-Ponce, Tristan <TSimoesPonce@chpk.com>; Andollo-Soto, Aracely <Aracely.Andollo-Soto@dot.state.fl.us>
Cc: Termini, Michael <MTermini@chpk.com>; Rebecca Green-Valente <Rebecca.GreenValente@collierseng.com>; Oscar Oliva <ooliva@bcceng.com>; Rodriguez, Xenia <Xenia.Rodriguez@dot.state.fl.us>; Wang, BaoYing <BaoYing.Wang@dot.state.fl.us>
Subject: RE: [EXTERNAL] RE: 423251-4 Florida City Gas Conflict Discussion

This Message Is From an External Sender

This message came from outside your organization.

Tristan,

To answer your first question, since the relocation will be done prior to construction, the UAO would be responsible for restoring the road back to its original condition so that it is drivable until the start of construction for the milling and resurfacing of this project.

Thank you,

Nancy Condemi

Utility Coordinator

nancy.condemi@collierseng.com

Main: 877 627 3772 | Mobile: 561 914 7682



colliersengineering.com



Engineering
& Design

Bergmann has joined Colliers Engineering & Design

DISCLAIMER This e-mail is confidential. It may also be legally privileged. If you are not the addressee you may not copy, forward, disclose or use any part of this email text or attachments. If you have received this message in error, please delete it and all copies from your system and notify the sender immediately by return e-mail. Internet communications cannot be guaranteed to be timely, secure, error or virus free. The sender does not accept liability for any errors or omissions. Any drawings, sketches, images, or data are to be understood as copyright protected.

From: Rick Duran <rduran@bcceng.com>

Sent: Thursday, July 25, 2024 5:15 PM

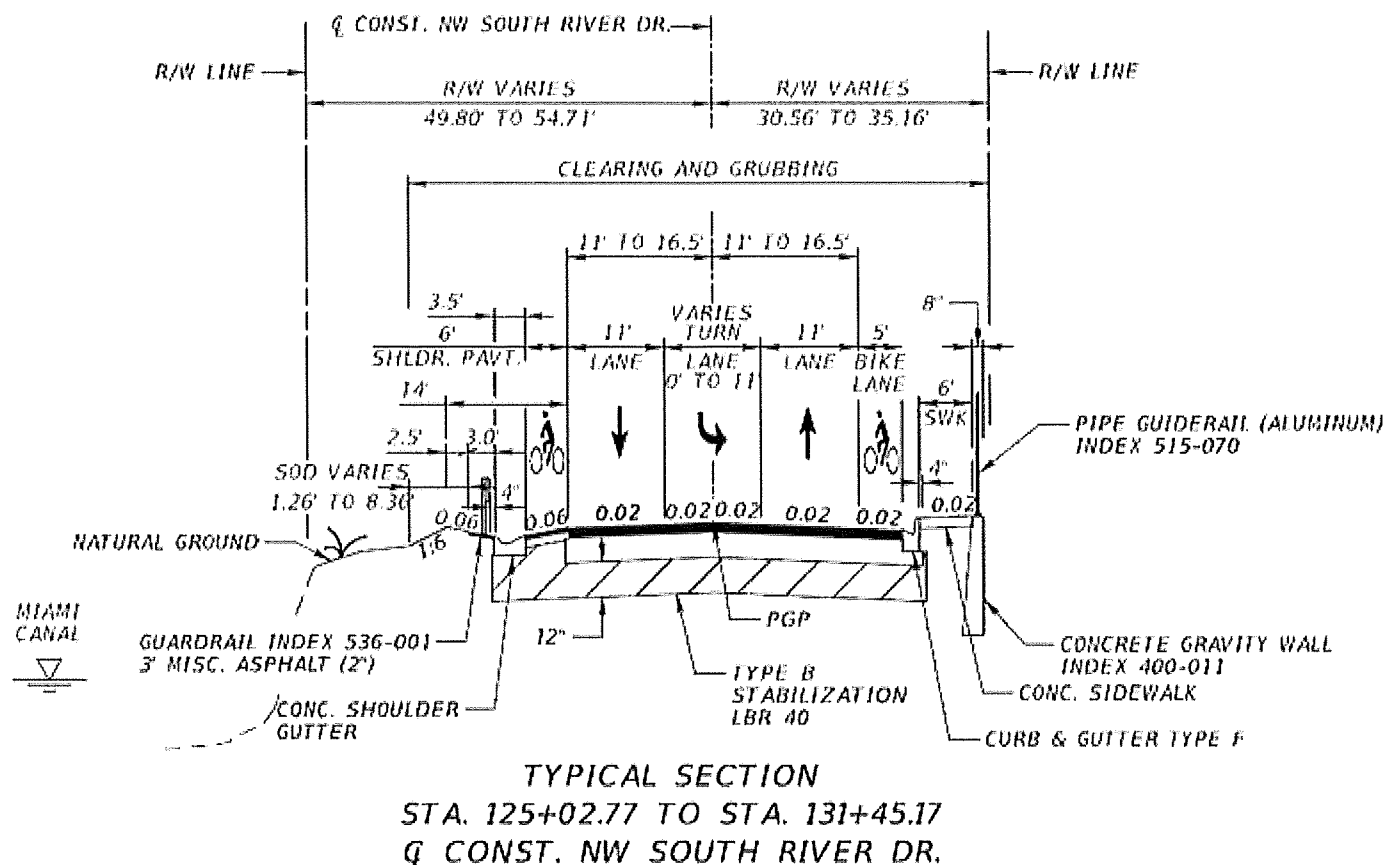
To: Simoes-Ponce, Tristan <TSimoesPonce@chpk.com>; Nancy Condemi-Dolan <nancy.condemi@collierseng.com>

Cc: Termini, Michael <MTermini@chpk.com>; Andollo-Soto, Aracely <Aracely.Andollo-Soto@dot.state.fl.us>; Rebecca Green-Valente <Rebecca.GreenValente@collierseng.com>; Oscar Oliva <ooliva@bcceng.com>; Rodriguez, Xenia <Xenia.Rodriguez@dot.state.fl.us>; Wang, BaoYing <BaoYing.Wang@dot.state.fl.us>

Subject: RE: [EXTERNAL] RE: 423251-4 Florida City Gas Conflict Discussion

This Message originated outside your organization.

Tristan – in reference to comment #2, below I have included our typical roadway section of the area adjacent to your regulator station.



The travel lane will be placed further away from where it currently resides. There will be a 5' bike lane, 2' of type-F curb & gutter, 6' sidewalk, and approx. 1' between back-of-sidewalk and R/W where an aluminum pipe handrail will be placed – a total of approx. 14' from the edge of travel lane to the regulator station which places the station outside the clear zone (4' from face of curb), and thus not requiring a protective barrier to be installed per FDOT criteria.

As we noted in our meeting last week – the fence can remain but the access gate will need to be reconfigured so that it does not open/swing out to the R/W. The guardrail must be removed.

Rick Duran

Chief Utility Coordinator



**GETTING THERE
JUST GOT EASIER™**

t. 954.928.1828 | www.bcceng.com

From: Simoes-Ponce, Tristan <TSimoesPonce@chpk.com>

Sent: Thursday, July 25, 2024 3:59 PM

To: Rick Duran <rduran@bcceng.com>; Nancy Condemi-Dolan <nancy.condemi@collierseng.com>

Cc: Termini, Michael <MTermini@chpk.com>; Andollo-Soto, Aracely <Aracely.Andollo-Soto@dot.state.fl.us>; Rebecca Green-Valente <Rebecca.GreenValente@collierseng.com>; Oscar Oliva <ooliva@bcceng.com>; Rodriguez, Xenia

<Xenia.Rodriguez@dot.state.fl.us>; Wang, BaoYing <BaoYing.Wang@dot.state.fl.us>

Subject: RE: [EXTERNAL] RE: 423251-4 Florida City Gas Conflict Discussion

Thanks. We will appreciate it if the test holes can be performed. Please let keep us updated.

I have two other comments:

1. Will we need to restore the road and mill and resurface after we complete the relocations?
2. In regards to the regulator station modifications, we would like to still have external barriers to protect our station. Is there enough room to move back our guard rail? If not, we will need to have discussion of what we can put as a replacement.

Regards,

Tristan Simoes-Ponce
Engineer
Cell: (305) 607-2038
Tsimoesp@chpk.com

Florida City Gas
4045 NW 97th Ave,
Doral, FL 33178



** Please be advised that my email has changed. For all future communication please email Tsimoesponce@chpk.com as Tristan.Simoes-Ponce@NexterEnergy.com will no longer be accessible in the near future. **

From: Rick Duran <rduran@bcceng.com>

Sent: Wednesday, July 24, 2024 6:23 PM

To: Nancy Condemi-Dolan <nancy.condemi@collierseng.com>; Simoes-Ponce, Tristan <TSimoesPonce@chpk.com>

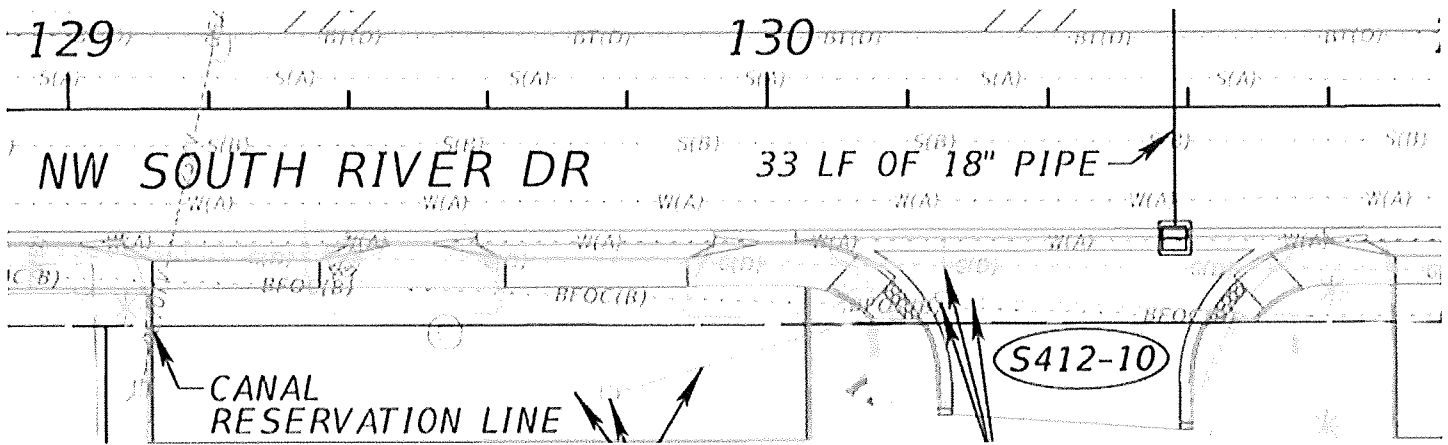
Cc: Termini, Michael <MTermini@chpk.com>; Andollo-Soto, Aracely <Aracely.Andollo-Soto@dot.state.fl.us>; Rebecca Green-Valente <Rebecca.GreenValente@collierseng.com>; Oscar Oliva <ooliva@bcceng.com>; Rodriguez, Xenia <Xenia.Rodriguez@dot.state.fl.us>; Wang, BaoYing <BaoYing.Wang@dot.state.fl.us>

Subject: RE: [EXTERNAL] RE: 423251-4 Florida City Gas Conflict Discussion

This Message Is From an External Sender

This message came from outside your organization.

Good evening, Tristan & Nancy – The 8” inch GM is approximately 15 to 16’ deep based on the attached as-built and corroborated by the bore logs in the vicinity of S412-10 and S412-14 and lays beyond the proposed inlet and drainage pipe.



The depth of the GM *may* exceed the practical capacity of a QL-A verified locate, that being said if FDOT determines that THs are needed, then we will submit a request.

We will update the UAS label to match the matrix.

Thanks.

Rick Duran

Chief Utility Coordinator



t. 305.975.7200 | www.bcceng.com

From: Nancy Condemi-Dolan <nancy.condemi@collierseng.com>

Sent: Wednesday, July 24, 2024 3:43 PM

To: Simoes-Ponce, Tristan <TSimoesPonce@chpk.com>; Rick Duran <rduran@bcceng.com>

Cc: Termini, Michael <MTermini@chpk.com>; Andollo-Soto, Aracely <Aracely.Andollo-Soto@dot.state.fl.us>; Rebecca Green-Valente <Rebecca.GreenValente@collierseng.com>; Oscar Oliva <ooliva@bcceng.com>; Rodriguez, Xenia <Xenia.Rodriguez@dot.state.fl.us>; Wang, BaoYing <BaoYing.Wang@dot.state.fl.us>

Subject: RE: [EXTERNAL] RE: 423251-4 Florida City Gas Conflict Discussion

I'm using Mimecast to share large files with you. Please see the attached instructions.

Tristan,

The latest set of plans is attached, dated 02/22/2024. The latest matrix date is 07/12/2024.

I will let Rick or FDOT respond to the question regarding the request for a TH for the 8".

Thank you,

Nancy Condemi

Utility Coordinator

nancy.condemi@collierseng.com

Main: 877 627 3772 | Mobile: 561 914 7682



colliersengineering.com



Bergmann has joined Colliers Engineering & Design

DISCLAIMER This e-mail is confidential. It may also be legally privileged. If you are not the addressee you may not copy, forward, disclose or use any part of this email text or attachments. If you have received this message in error, please delete it and all copies from your system and notify the sender immediately by return e-mail. Internet communications cannot be guaranteed to be timely, secure, error or virus free. The sender does not accept liability for any errors or omissions. Any drawings, sketches, images, or data are to be understood as copyright protected.

From: Simoes-Ponce, Tristan <TSimoesPonce@chpk.com>

Sent: Wednesday, July 24, 2024 3:24 PM

To: Rick Duran <rduran@bcceng.com>; Nancy Condemi-Dolan <nancy.condemi@collierseng.com>

Cc: Wang, BaoYing <BaoYing.Wang@dot.state.fl.us>; Andollo-Soto, Aracely <Aracely.Andollo-Soto@dot.state.fl.us>; Rebecca Green-Valente <Rebecca.GreenValente@collierseng.com>; Oscar Oliva <ooliva@bcceng.com>; Rodriguez, Xenia <Xenia.Rodriguez@dot.state.fl.us>; Termini, Michael <MTermini@chpk.com>

Subject: RE: [EXTERNAL] RE: 423251-4 Florida City Gas Conflict Discussion

This Message originated outside your organization.

Good afternoon,

Thank you for your response. I believe I have not received the updated plan sets that are dated 7-12-2024. I was sent a mimeshare for other utility relocations, a kmz, and the updated conflict matrix.

In regards to the 8", the as builts are for reference only and it still needs to be field verified. We would like to request test holes on the 8" to ensure its where it is supposed to be. It a very critical line to our day to day operations.

Regards,

Tristan Simoes-Ponce

Engineer

Cell: (305) 607-2038

Tsimoesp@chpk.com

Florida City Gas
4045 NW 97th Ave,
Doral, FL 33178



** Please be advised that my email has changed. For all future communication please email Tsimoesponce@chpk.com as Tristan.Simoes-Ponce@NexterEnergy.com will no longer be accessible in the near future. **

From: Rick Duran <rduran@bcceng.com>

Sent: Tuesday, July 23, 2024 5:44 PM

To: Simoes-Ponce, Tristan <TSimoesPonce@chpk.com>; Nancy Condemi-Dolan <nancy.condemi@collierseng.com>

Cc: Wang, BaoYing <BaoYing.Wang@dot.state.fl.us>; Andollo-Soto, Aracely <Aracely.Andollo-Soto@dot.state.fl.us>;

Rebecca Green-Valente <Rebecca.GreenValente@collierseng.com>; Oscar Oliva <ooliva@bcceng.com>; Rodriguez,

Xenia <Xenia.Rodriguez@dot.state.fl.us>; Termini, Michael <MTermini@chpk.com>

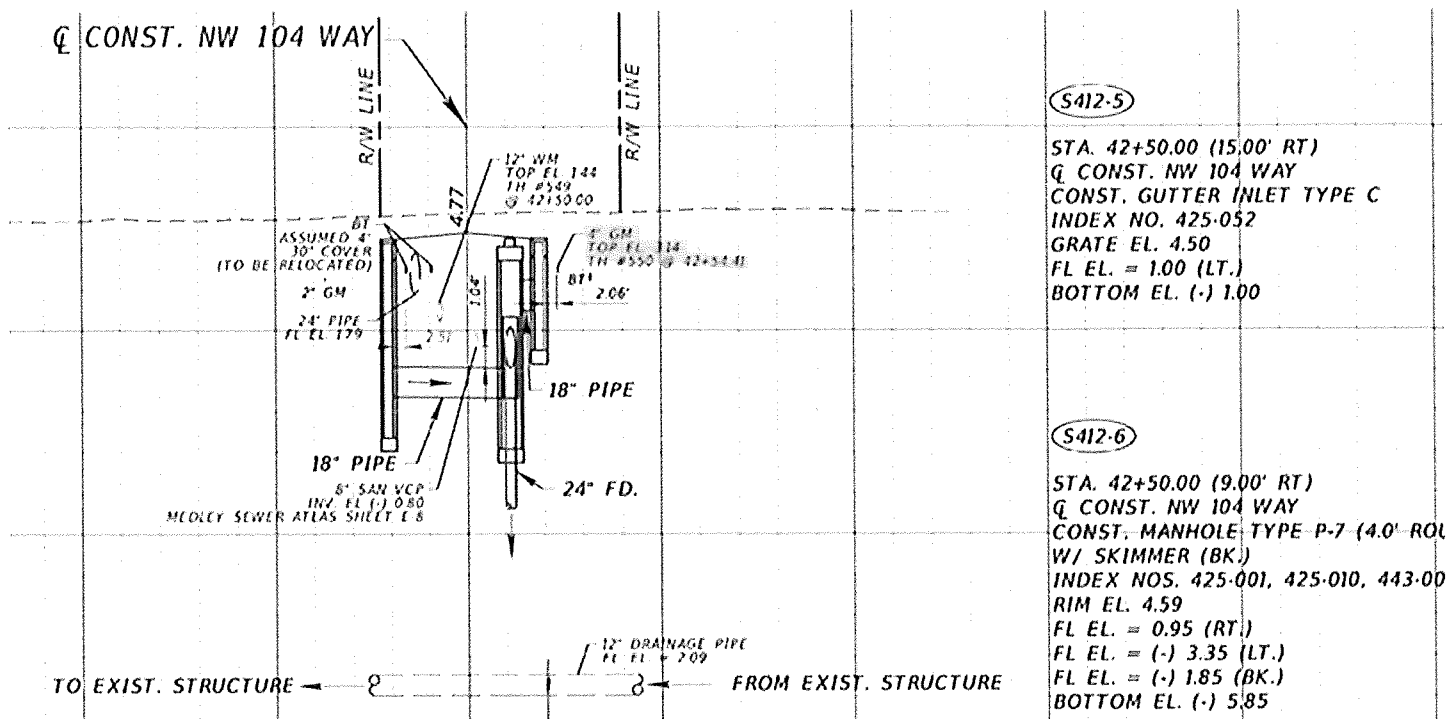
Subject: RE: [EXTERNAL] RE: 423251-4 Florida City Gas Conflict Discussion

This Message Is From an External Sender

This message came from outside your organization.

Hello, Tristan. Thank you for following up with us on the status of your review. In response to your questions below:

- 1- TH-580 was performed at this location. The GM was located at a depth of 5.62-ft. and oriented north/south through the bridge foundations as shown in the Utility Adjustment Sheets.
- 2- TH-584 was performed at this location along with a QL-B designation.
- 3- TH-550 was performed at this location. Ref. drainage structure sheets below.



- 4- We relied on the accuracy of your as-builts to reference this line into the project plans.
- Based on this the 8" GM falls 1.58' to the south of future inlet S412-10 and 2.25' south of future inlet S412-14.
 - The 12" lateral interconnection from the regulator station will have to be reconnected to the 12" GM relocation along the north side of S River Dr.
 - The new valve will have to be adjusted as well.

The matrix has been updated to include the relevant TH locations for the line items.

Rick Duran

Chief Utility Coordinator



t. 305.975.7200 | www.bcceng.com

From: Simoes-Ponce, Tristan <TSimoesPonce@chpk.com>

Sent: Tuesday, July 23, 2024 3:23 PM

To: Nancy Condemi-Dolan <nancy.condemi@collierseng.com>; Rick Duran <rduran@bcceng.com>

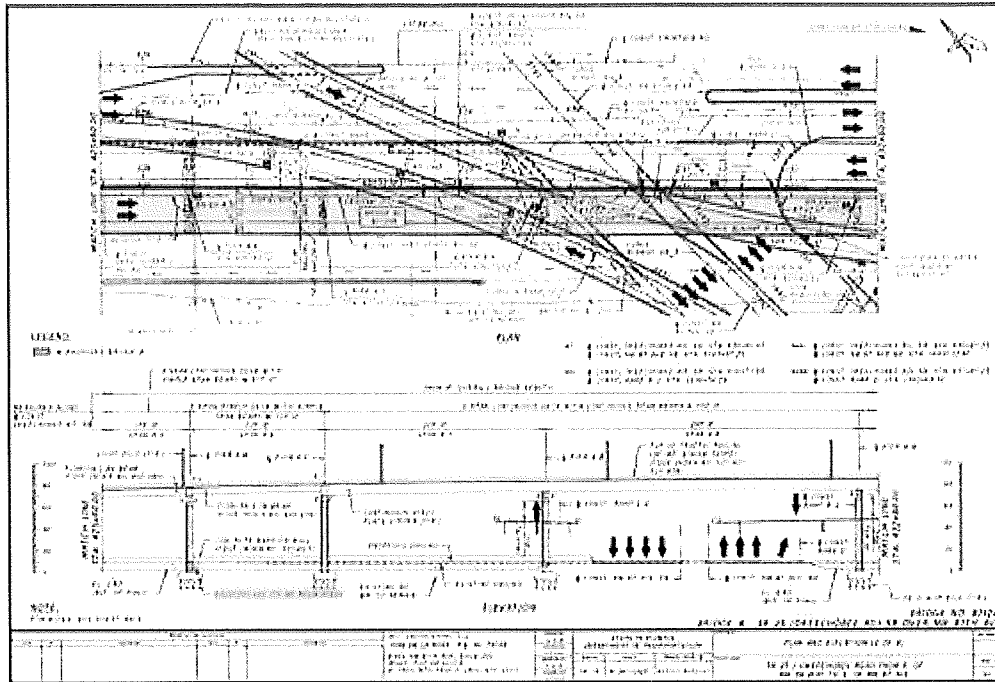
Cc: Wang, BaoYing <BaoYing.Wang@dot.state.fl.us>; Andollo-Soto, Aracely <Aracely.Andollo-Soto@dot.state.fl.us>; Rebecca Green-Valente <Rebecca.GreenValente@collierseng.com>; Oscar Oliva <ooliva@bcceng.com>; Rodriguez, Xenia <Xenia.Rodriguez@dot.state.fl.us>; Termini, Michael <MTermini@chpk.com>

Subject: RE: [EXTERNAL] RE: 423251-4 Florida City Gas Conflict Discussion

Hi,

My manager and I have been reviewing the plans to determine a path forward and we have a few requests we would like to ask for:

1. For line items 6-7 for the bridge conflicts on the utility conflict matrix, we would like to inquire if there were test holes performed to verify our 12" lines depths. I do not see a test hole for this and would like to request for one performed to give us an idea on how to relocate it properly.



2. For line item 9 on the utility conflict matrix, we would also like to verify if there were test holes performed on our 4" PE gas main as well.
3. For line item 71 on the utility conflict matrix, we would like to request for test holes on our 4" where the conflict is.
4. For line items 77-82 and line item 102 on utility conflict matrix, I believe we had provided as built previously and these depths are referenced in the plans from the as-builts. We would like to request test holes for all these conflicts to account for any deviations that could have occurred. Our 8" high pressure line is a critical facility to our day to day operations and we would like to know exactly where it is relative to all the proposed work.

Regards,

Tristan Simoes-Ponce
Engineer
Cell: (305) 607-2038
Tsimoesp@chpk.com

Florida City Gas
4045 NW 97th Ave,
Doral, FL 33178



** Please be advised that my email has changed. For all future communication please email Tsimoesponce@chpk.com as Tristan.Simoes-Ponce@NexterEnergy.com will no longer be accessible in the near future. **

From: Nancy Condemi-Dolan <nancy.condemi@collierseng.com>

Sent: Thursday, July 18, 2024 11:40 AM

To: Rick Duran <rduran@bcceng.com>; Simoes-Ponce, Tristan <TSimoesPonce@chpk.com>

Cc: Wang, BaoYing <BaoYing.Wang@dot.state.fl.us>; Andollo-Soto, Aracely <Aracely.Andollo-Soto@dot.state.fl.us>; Rebecca Green-Valente <Rebecca.GreenValente@collierseng.com>; Oscar Oliva <ooliva@bcceng.com>; Rodriguez, Xenia <Xenia.Rodriguez@dot.state.fl.us>

Subject: [EXTERNAL] RE: 423251-4 Florida City Gas Conflict Discussion

This Message Is From an External Sender

This message came from outside your organization.

I'm using Mimecast to share large files with you. Please see the attached instructions.

Hi Tristan,

Thanks for joining the call this morning, as discussed I'm attaching the items below:

- Most recent UCM with my notes next to each item of what was discussed in column j
- Kmz of proposed work for the 423251-4 project
- UWHCA Plans

In addition, we also discussed the following:

- Commitment date is 12/01/2025
- Regulator station- let us know if FCG is able to move the access point of the gate
- Let us know about the as-builts for item 71 on 104th Way
- Please put together a UWS and send it over asap so we can start reviewing.

@Rick Duran, if needed, here is Tristan's contact information. As discussed, Jerel is still main point of contact but Tristan is helping with this project so I'm not sure if we want to have both their names on the plans?:

Tristan Simoes-Ponce

Engineer

Cell: (305) 607-2038

Tsimoesp@chpk.com

Also I believe the only action items for the design team was to remove the 2 items that are no longer in conflict from the UCM but no rush, they are noted on the attached.

Please let me know if you have any questions or concerns or if I missed anything.

Thank you all,

Nancy Condemi
Utility Coordinator

nancy.condemi@collierseng.com

Main: 877 627 3772 | Mobile: 561 914 7682



colliersengineering.com



Bergmann has joined Colliers Engineering & Design

DISCLAIMER This e-mail is confidential. It may also be legally privileged. If you are not the addressee you may not copy, forward, disclose or use any part of this email text or attachments. If you have received this message in error, please delete it and all copies from your system and notify the sender immediately by return e-mail. Internet communications cannot be guaranteed to be timely, secure, error or virus free. The sender does not accept liability for any errors or omissions. Any drawings, sketches, images, or data are to be understood as copyright protected.

-----Original Appointment-----

From: Nancy Condemi-Dolan

Sent: Monday, July 15, 2024 1:39 PM

To: Nancy Condemi-Dolan; Rebecca Green-Valente; Rick Duran; Oscar Oliva; Simoes-Ponce, Tristan

Cc: Andollo-Soto, Aracely; Rodriguez, Xenia; Wang, BaoYing

Subject: 423251-4 Florida City Gas Conflict Discussion

When: Thursday, July 18, 2024 9:30 AM-10:30 AM (UTC-05:00) Eastern Time (US & Canada).

Where: Microsoft Teams Meeting

We will discuss the conflicts noted on the UCM attached, as well as, the access point to the regulator system (Parcel 803) at ~ Sta 128+90 RT (sheet 1431). FCG currently has a gate that opens toward South River Drive which will not be feasible once proposed sidewalk and railing is installed. Design team is requesting FCG change the access point.

Microsoft Teams [Need help?](#)

[Join the meeting now](#)

Meeting ID: 214 483 720 998

Passcode: MBiRti

Dial in by phone

[+1 862-294-3398,,820488278#](#) United States, Newark

[Find a local number](#)

Phone conference ID: 820 488 278#

Join on a video conferencing device

Tenant key: collierseng@m.webex.com

Video ID: 112 139 954 3

[More info](#)

For organizers: [Meeting options](#) | [Reset dial-in PIN](#)

Chesapeake Utilities Corporation ("Chesapeake Utilities") is an energy delivery company publicly traded on the New York Stock Exchange under the ticker symbol "CPK" (NYSE: CPK). Chesapeake Utilities is not, nor has it ever been, affiliated with Chesapeake Energy Corporation. This email, together with any attachments, is intended only for the use of the party to which it is addressed and may contain information that is proprietary, privileged, confidential, and/or otherwise protected by law. If you are not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this email or its contents is strictly prohibited. If you have received this message in error, please notify the sender immediately by replying to the message, and permanently delete this email from your computer and destroy all copies of it.

Keating, Beth

Subject: FW: FCG Conflicts, FM# 423251-4-52-01: SR-25/Okeechobee Rd From e/o NW 116 Way to e/o NW 87 Ave.

From: Bustos Caballero, Elio <EBustosCaba@chpk.com>

Sent: Friday, July 12, 2024 10:27 AM

To: Termini, Michael <MTermini@chpk.com>

Subject: FW: FCG Conflicts, FM# 423251-4-52-01: SR-25/Okeechobee Rd From e/o NW 116 Way to e/o NW 87 Ave.

Importance: High

Please have Jerel/Tristan look into this project to see what the extend of possible relocation/conflict is and reply. I'm not sure if this is one we already relocated for or if there's conflicts or not since I don't have access to AWS.

Thank you!

Elio A. Bustos, P.E.

Senior Engineer
Engineering & Integrity Management

Chesapeake Utilities Corporation

4045 NW 97th Ave.

Doral, FL. 33178

786-481-9307 (M)

ebustoscaba@chpk.com



From: Andollo-Soto, Aracely <Aracely.Andollo-Soto@dot.state.fl.us>

Sent: Friday, July 12, 2024 10:08 AM

To: Rodriguez, Jerel <JEnRodriguez@chpk.com>; Bustos Caballero, Elio <EBustosCaba@chpk.com>

Cc: Rodriguez, Xenia <Xenia.Rodriguez@dot.state.fl.us>; rebecca.greenvalente@collierseng.com; Nancy Condemi <Nancy.Condemi@collierseng.com>

Subject: [EXTERNAL] FCG Conflicts, FM# 423251-4-52-01: SR-25/Okeechobee Rd From e/o NW 116 Way to e/o NW 87 Ave.

Importance: High

This Message Is From an External Sender

This message came from outside your organization.

Good Morning, Gentlemen; I hope this email finds you well.

Subject project's Utility Coordinators have been trying to reach you to secure overdue UWS and schedule a one-on-one meeting to discuss items that require your immediate attention since a representative from Florida City Gas was not in attendance at the Phase IV utility coordination meeting. Subject project is post 100%, so we must tie all loose ends and finalize utility coordination efforts to certify utilities in a timely manner.

We kindly request that you re-engage in the utility coordination efforts.

Thank you,

Aracely Andollo-Soto

Utility Coordinator

In-house Consultant, KEITH

Florida Department of Transportation - District VI

Adam Leigh Cann Building

1000 NW 111 Ave.

Miami, FL 33172

Room 6102-B

Miami, FL 33172-5800

Office: (305) 470-5300

Email: Aracely.Andollo-Soto@dot.state.fl.us

Chesapeake Utilities Corporation ("Chesapeake Utilities") is an energy delivery company publicly traded on the New York Stock Exchange under the ticker symbol "CPK" (NYSE: CPK). Chesapeake Utilities is not, nor has it ever been, affiliated with Chesapeake Energy Corporation. This email, together with any attachments, is intended only for the use of the party to which it is addressed and may contain information that is proprietary, privileged, confidential, and/or otherwise protected by law. If you are not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this email or its contents is strictly prohibited. If you have received this message in error, please notify the sender immediately by replying to the message, and permanently delete this email from your computer and destroy all copies of it.

FLORIDA DEPARTMENT OF TRANSPORTATION
UTILITY WORK SCHEDULE

December 14, 2016

Pursuant to Section 337.403 F.S., the UAO and FDOT agree to the UAO's need for relocation or adjustment to its utilities and FDOT's need for a schedule for the UAO to effect the relocation or adjustment. This utility work schedule is based on FDOT plans dated in the project information box below. Any deviation by FDOT or its contractor from these plans, may void this utility work schedule. Upon notification by FDOT of a change to these plans, the UAO may negotiate a new utility work schedule. The UAO agrees to notify FDOT and the contractor in writing prior to starting, stopping, resuming, and completing work in accordance with this utility work schedule. The UAO shall obtain a utility permit and comply with requirements of the 2017 Utility Accommodation Manual (UAM) for all work done under this utility work schedule. The UAO is not responsible for events beyond the control of the UAO that could not be reasonably anticipated by the UAO and which could not be avoided by the UAO with exercise of due diligence at the time of the occurrence.

FDOT PROJECT INFORMATION

Financial Project ID: 431521-1-52-01	Federal Project ID: NA
State Road Number: NA	County: Indian River
FDOT Plans Dated: 06/26/2022	District Document No:

UTILITY AGENCY/OWNER (UAO)

UTILITY AGENTS OWNER (S)			
Utility Company	Florida City Gas / Nextera Energy		
UAO Project Rep	Michael Bobb	Phone 305-825-3632	E-mail michael.bobb@nexteraenergy.com
UAO Field Rep	Wesley Howell	Phone 331-228-0376	E-mail wesley.howell@nexteraenergy.com

UTILITY SIGNATURE

I have reviewed the FDOT plans referenced above and submit this utility work schedule in compliance with UAM Section 5 and agree to be bound by the terms of this utility work schedule.

UAO Rep: [Signature]

Date: 12/6/22

Name: Michael Bobb

Title: Engineering Leader

ENGINEER OF RECORD SIGNATURE

I attest this utility work schedule is compatible with the FDOT plans referenced above.

EOR: [Signature]

Ian Biava
2022.10.24
07:38:40-04'00'

Date: ___/___/___

Name: Ian N. Biava

Title: Vice President

APPROVAL BY DISTRICT UTILITIES

This utility work schedule is complete and acceptable to FDOT.

DocuSigned by:

FDOT Rep: [Signature]

Name: Kelly Armstrong

Title: Utilities Project Manager

Date: 11/16/2022 | 10:34 AM EST

SECTION A: SUMMARY OF UTILITY WORK

The below days are the total numbers of days shown for all activities in Section C of this utility work schedule. The breakdown of how these days are to be incorporated into the FDOT project and the dependence of these days upon the completion of other activities by the UAO or others is shown in Section C.

Days prior to FDOT project construction: 171

Days during FDOT project construction: 3

FLORIDA DEPARTMENT OF TRANSPORTATION
UTILITY WORK SCHEDULE

December 14, 2016

Financial Project ID: 431521-1-S2-01
Utility Company: Florida City Gas / Nextera Energy
FDOT Plans Dated: 06/26/2022

SECTION B: UAO SPECIAL CONDITIONS/CONSTRAINTS

1. Unless otherwise noted on page three (3) of this Utility Work Schedule (UWS), all Florida City Gas (FCG) facilities identified as existing within the limits of the subject project shall remain in existing alignment, hot, live and active during construction.
2. FDOT, EOR and/or contractor is to notify FCG when proposed construction operations are anticipated to be within three feet (3') horizontally and/or vertically of any existing FCG facility. FCG requests this notification to be at least two (2) days in advanced to coordinate with FCG on-site asset protection personnel.
3. ~~FDOT, EOR and/or~~ Contractor is to notify and coordinate with FCG at least one (1) week prior to anticipated installation of friction course lift of asphalt at appropriate phases of the subject project where it has been identified on page three of the UWS the adjustment of valves/test station boxes will be necessary

If a permit is required, it shall be submitted by _____.

FLORIDA DEPARTMENT OF TRANSPORTATION
UTILITY WORK SCHEDULE

December 14, 2016

Financial Project ID: 431521-1-52-01
Utility Company: Florida City Gas / Nextera Energy
FDOT Plans Dated: 06/26/2022

SECTION C: UAO's WORK ACTIVITIES

Act. No.	Utility Facility (type, size, material, status)	From Station/ Offset	To Station/O ffset	Utility Work Activity Description	Dependent Activity	TCP Phase	Consecutive Calendar Days	
							Prior to Const.	During Const.
1	GAS MAIN, 8" STL EXISTING	STA 314+20 (97' RT)	STA 323+40 (96' RT)	EXISTING GAS MAIN TO BE ABANDONED	N/A	N/A	2	0
2	GAS MAIN, 8" STL PROPOSED	STA 314+20 (97' RT)	STA 323+40 (96' RT)	INSTALL 8" STL FCG GAS MAIN	N/A	N/A	10	0
3	REGULATOR STATION, PROPOSED	STA 329+00 (50' LT)	STA 329+00 (50' LT)	GAS REGULATOR STATION TO BE INSTALLED	N/A	N/A	3	0
4	REGULATOR STATION, EXISTING	STA 334+50 (10' LT)	STA 334+50 (10' LT)	GAS REGULATOR STATION TO BE REMOVED	N/A	N/A	3	0
5	GAS MAIN, 8" STL EXISTING	STA 329+00 (60' RT)	STA 334+25, (60' RT)	EXISTING GAS MAIN TO BE ABANDONED	MOVING FCG VERO BEACH REGULATOR STATION	N/A	2	0
6	GAS MAIN, 2" STL, PROPOSED	STA 329+00 (60' RT)	STA 329+00 (50' LT)	INSTALL 2" STL FCG GAS MAIN	MOVING FCG VERO BEACH REGULATOR STATION	N/A	5	0
7	2" STL GAS VALVE, PROPOSED	STA 329+00 (60' RT)	STA 329+00 (60' RT)	INSTALL 2" STL FCG GAS VALVE	INSTALL 2" STL FCG GAS MAIN	N/A	2	0
8	GAS MAIN, 4" PE, PROPOSED	STA 329+00 (50' LT)	STA 335+75 (5' LT)	INSTALL 4" PE FCG GAS MAIN	MOVING FCG VERO BEACH REGULATOR STATION	N/A	6	0

Financial Project ID: 431521-1-52-01
Utility Company: Florida City Gas / Nextera Energy
FDOT Plans Dated: 06/26/2022

SECTION C: UAO's WORK ACTIVITIES

Act. No.	Utility Facility (type, size, material, status)	From Station/ Offset	To Station/ Offset	Utility Work Activity Description	Dependent Activity	TCP Phase	Consecutive Calendar Days	
							Prior to Const.	During Const.
9	2" STL GAS VALVE, EXISTING	STA 334+10 (60' RT)	STA 334+10 (60' RT)	EXISTING GAS VALVE TO BE ABANDONED	MOVING FCG VERO BEACH REGULATOR STATION	N/A	0	0
10	GAS MAIN, 2" STL, EXISTING	STA 334+10 (60' RT)	STA 335+75 (5' LT)	EXISTING GAS MAIN TO BE ABANDONED	MOVING FCG VERO BEACH REGULATOR STATION	N/A	2	0
11	GAS MAIN, 4" PE EXISTING	STA 334+63, (52' RT)	STA 335+88, (52' RT)	EXISTING GAS MAIN TO BE ABANDONED	MOVING FCG VERO BEACH REGULATOR STATION	N/A	2	0
12	GAS MAIN, 8" STL, PROPOSED	STA 334+25 (52' RT)	STA 334+67 (100' RT)	INSTALL 8" STL FCG GAS MAIN	INSTALLATION OF NEW GATE AND REGULATOR STATIONS	N/A	5	0
13	GAS MAIN, 8" STL, PROPOSED	STA 510+50 (50' LT)	STA 515+00 (40' RT)	INSTALL 8" STL FCG GAS MAIN	INSTALLATION OF NEW GATE AND REGULATOR STATIONS	N/A	10	0
14	GAS MAIN, 4" PE EXISTING	STA 336+46 (52' RT)	STA 336+66 (52' RT)	EXISTING GAS MAIN TO BE ABANDONED	N/A	N/A	2	0
15	GAS MAIN, 4" PE PROPOSED	STA 336+46 (52' RT)	STA 336+66 (52' RT)	INSTALL 4" PE FCG GAS MAIN	N/A	N/A	5	0
16	GAS MAIN, 4" PE EXISTING	STA 336+95 (52' RT)	STA 337+15 (52' RT)	EXISTING GAS MAIN TO SHIFTED AND TO BE PROTECTED	N/A	N/A	2	0

Financial Project ID: 431521-1-52-01
Utility Company: Florida City Gas / Nextera Energy
FDOT Plans Dated: 06/26/2022

SECTION C: UAO's WORK ACTIVITIES

Act. No.	Utility Facility (type, size, material, status)	From Station/ Offset	To Station/O ffset	Utility Work Activity Description	Dependent Activity	TCP Phase	Consecutive Calendar Days	
							Prior to Const.	During Const.
17	GAS MAIN, 4" PE EXISTING	STA 338+95 (51' RT)	STA 339+05 (51' RT)	ADJUST AND PROTECT 4" PE FCG GAS MAIN	N/A	N/A	3	0
18	GAS MAIN, 4" PE EXISTING	STA 341+75 (51' RT)	STA 341+85 (51' RT)	ADJUST AND PROTECT 4" PE FCG GAS MAIN	N/A	N/A	3	0
19	GAS MAIN, 4" PE EXISTING	STA 342+77 (51' RT)	STA 342+77 (51' RT)	ADJUST AND PROTECT 4" PE FCG GAS MAIN	N/A	N/A	3	0
20	GAS MAIN, 4" PE EXISTING	STA 345+40 (52' RT)	STA 345+60 (52' RT)	ADJUST AND PROTECT 4" PE FCG GAS MAIN	N/A	N/A	2	0
21	GAS MAIN, 4" PE PROPOSED	STA 348+90 (50' RT)	STA 354+63 (47' RT)	EXISTING GAS MAIN TO BE ABANDONED	N/A	N/A	2	0
22	GAS MAIN, 4" PE PROPOSED	STA 348+90 (50' RT)	STA 354+63 (47' RT)	INSTALL 4" PE FCG GAS MAIN	N/A	N/A	6	0
23	GAS MAIN, 4" PE EXISTING	STA 360+45 (47' RT)	STA 360+60 (47' RT)	EXISTING GAS MAIN TO BE ABANDONED	N/A	N/A	2	0
24	GAS MAIN, 4" PE PROPOSED	STA 360+45 (47' RT)	STA 360+60 (47' RT)	INSTALL 4" PE FCG GAS MAIN	N/A	N/A	5	0
25	GAS MAIN, 4" PE EXISTING	STA 363+40 (47' RT)	STA 363+60 (47' RT)	ADJUST AND PROTECT 4" PE FCG GAS MAIN	N/A	N/A	2	0
26	GAS MAIN, 4" PE EXISTING	STA 365+45 (47' RT)	STA 366+63 (47' RT)	EXISTING GAS MAIN TO BE ABANDONED	N/A	N/A	2	0

FLORIDA DEPARTMENT OF TRANSPORTATION
UTILITY WORK SCHEDULE

December 14, 2016

Financial Project ID: 431521-1-52-01
Utility Company: Florida City Gas / Nextera Energy
FDOT Plans Dated: 06/26/2022

SECTION C: UAO's WORK ACTIVITIES

Act. No.	Utility Facility (type, size, material, status)	From Station/ Offset	To Station/ Offset	Utility Work Activity Description	Dependent Activity	TCP Phase	Consecutive Calendar Days	
							Prior to Const.	During Const.
27	GAS MAIN, 4" PE PROPOSED	STA 365+45 (47' RT)	STA 366+63 (47' RT)	INSTALL 4" PE FCG GAS MAIN	N/A	N/A	5	0
28	GAS MAIN, 4" PE EXISTING	STA 371+00 (47' RT)	STA 376+15 (47' RT)	EXISTING GAS MAIN TO BE ABANDONED	N/A	N/A	3	0
29	GAS MAIN, 4" PE PROPOSED	STA 371+00 (47' RT)	STA 376+15 (47' RT)	INSTALL 4" PE FCG GAS MAIN	N/A	N/A	6	0
30	GAS MAIN, 4" PE EXISTING	STA 381+20 (43' RT)	STA 381+65 (43' RT)	ADJUST AND PROTECT 4" PE FCG GAS MAIN	N/A	N/A	3	0
31	GAS MAIN, 4" PE EXISTING	STA 383+61 (43' RT)	STA 384+00 (33' RT)	EXISTING GAS MAIN TO SHIFTED AND TO BE PROTECTED	N/A	N/A	3	0
32	GAS MAIN, 4" PE EXISTING	STA 369+90 (28' RT)	STA 370+10 (28' RT)	EXISTING GAS MAIN TO SHIFTED AND TO BE PROTECTED	N/A	N/A	3	0
33	GAS MAIN, 4" PE EXISTING	STA 387+90 (28' RT)	STA 390+65 (28' RT)	EXISTING GAS MAIN TO BE ABANDONED	N/A	N/A	3	0
34	GAS MAIN, 4" PE PROPOSED	STA 387+90 (28' RT)	STA 390+65 (28' RT)	INSTALL 4" PE FCG GAS MAIN	N/A	N/A	5	0
35	GAS MAIN, 2" PE EXISTING	STA 390+65 (28' RT)	STA 390+65 (1' RT)	EXISTING GAS MAIN TO BE ABANDONED	N/A	N/A	3	0

Financial Project ID: 431521-1-52-01
Utility Company: Florida City Gas / Nextera Energy
FDOT Plans Dated: 06/26/2022

SECTION C: UAO's WORK ACTIVITIES

Act. No.	Utility Facility (type, size, material, status)	From Station/ Offset	To Station/O ffset	Utility Work Activity Description	Dependent Activity	TCP Phase	Consecutive Calendar Days	
							Prior to Const.	During Const.
36	GAS MAIN, 2" PE PROPOSED	STA 390+65 (28' RT)	STA 390+65 (1' RT)	INSTALL 2" PE FCG GAS MAIN	N/A	N/A	5	0
37	GAS VALVE, 2" PE EXISTING	STA 390+65 (16' RT)	STA 390+65 (16' RT)	FCG GAS VALVE TO BE ADJUSTED	See Note 3	II	0	1
38	GAS MAIN, 6" PE EXISTING	STA 392+90 (43' RT)	STA 393+10 (43' RT)	EXISTING GAS MAIN TO SHIFTED AND TO BE PROTECTED	N/A	N/A	3	0
39	GAS MAIN, 6" PE EXISTING	STA 395+40 (42' RT)	STA 395+60 (42' RT)	EXISTING GAS MAIN TO SHIFTED AND TO BE PROTECTED	N/A	N/A	3	0
40	GAS MAIN, 6" PE EXISTING	STA 399+02 (50' RT)	STA 403+24 (45' RT)	EXISTING GAS MAIN TO BE ABANDONED	N/A	N/A	3	0
41	GAS MAIN, 6" PE PROPOSED	STA 399+02 (50' RT)	STA 403+24 (45' RT)	INSTALL 6" PE FCG GAS MAIN	N/A	N/A	6	0
42	GAS MAIN, 6" PE EXISTING	STA 407+45 (40' RT)	STA 407+65 (40' RT)	EXISTING GAS MAIN TO SHIFTED AND TO BE PROTECTED	N/A	N/A	3	0
43	GAS MAIN, 6" PE EXISTING	STA 409+56 (35' RT)	STA 410+13 (35' RT)	EXISTING GAS MAIN TO BE ABANDONED	N/A	N/A	2	0
44	GAS MAIN, 6" PE PROPOSED	STA 409+56 (35' RT)	STA 410+13 (35' RT)	INSTALL 6" PE FCG GAS MAIN	N/A	N/A	5	0

FLORIDA DEPARTMENT OF TRANSPORTATION
UTILITY WORK SCHEDULE

December 14, 2016

Financial Project ID: 431521-1-52-01
Utility Company: Florida City Gas / Nextera Energy
FDOT Plans Dated: 06/26/2022

SECTION C: UAO's WORK ACTIVITIES

Act. No.	Utility Facility (type, size, material, status)	From Station/ Offset	To Station/O ffset	Utility Work Activity Description	Dependent Activity	TCP Phase	Consecutive Calendar Days	
							Prior to Const.	During Const.
45	GAS MAIN, 6" PE EXISTING	STA 413+45 (42' RT)	STA 413+65 (42' RT)	EXISTING GAS MAIN TO SHIFTED AND TO BE PROTECTED	N/A	N/A	3	0
46	GAS MAIN, 6" PE EXISTING	STA 419+00 (42' RT)	STA 428+00 (42' RT)	EXISTING GAS MAIN TO BE ABANDONED	N/A	N/A	2	0
47	GAS MAIN, 6" PE, PROPOSED	STA 419+00 (42' RT)	STA 428+00 (42' RT)	INSTALL 6" PE FCG GAS MAIN	N/A	N/A	8	0
48	GAS MAIN, 6" PE EXISTING	STA 434+26 (42' RT)	STA 434+65 (42' RT)	EXISTING GAS MAIN TO SHIFTED AND TO BE PROTECTED	N/A	N/A	3	0
49	GAS VALVE, 6" PE EXISTING	STA 441+30 (32' RT)	STA 441+30 (32' RT)	FCG GAS VALVE TO BE ADJUSTED	See Note 3	II	0	1
50	GAS VALVE, 4" PE EXISTING	STA 442+39 (28' RT)	STA 442+39 (28' RT)	FCG GAS VALVE TO BE ADJUSTED	See Note 3	II	0	1

Keating, Beth

Subject: FW: CITRUS COUNTY CR 491 Wide Road Project

From: Van-Leeuwen Fernando
Sent: Tuesday, December 30, 2025 9:24 AM
To: Termini, Michael <MTermini@chpk.com>
Subject: FW: CITRUS COUNTY CR 491 Wide Road Project

This the email for CITRUS COUNTY CR 491 Wide Road Project
End Dates where end of September 2025

From: Van-Leeuwen Fernando
Sent: Tuesday, September 2, 2025 7:02 PM
To: Welch, Kathy <kawelch@chpk.com>
Cc: Williams, Diana <dwilliams@chpk.com>; Sluka, Maggie <msluka@fpuc.com>; Termini, Michael <MTermini@chpk.com>
Subject: RE: CITRUS COUNTY CR 491 Wide Road Project

Hi Kathy,
See attached from Maggie for CR491 Wide Road Project
It has all the WO#s, footages and materials

Phase 3 and 4 are to be completed by end of the month.

From: Sluka, Maggie <msluka@fpuc.com>
Sent: Thursday, August 21, 2025 9:43 AM
To: Van-Leeuwen Fernando <fvanleeuwen@chpk.com>; Termini, Michael <MTermini@chpk.com>
Cc: Welch, Kathy <kawelch@chpk.com>; Williams, Diana <dwilliams@chpk.com>
Subject: CITRUS COUNTY CR 491 Wide Road Project

Hello
Can this project be added to the list for FPU Reimbursable Relocation Project?

Thank you,
Maggie Sluka
FLORIDA PUBLIC
UTILITIES

450 S Charles Richard Beall Blvd
DeBary, FL 32713
Cell: 386-624-2883
DeBary Main Office: 386-668-2600
msluka@chpk.com / <https://fpuc.com>

From: Cassi Graham <Cassi@sabconunderground.com>

Sent: Thursday, August 21, 2025 9:27 AM

To: Sluka, Maggie <mssluka@fpuc.com>

Cc: Gebhardt, Corey <CGebhardt@chpk.com>; Van-Leeuwen Fernando <fvanleeuwen@chpk.com>; Hastie, Adam <ahastie@chpk.com>

Subject: [EXTERNAL] Re: 8.21.255RE: 8.18.25 RE: CR 491 Wide Road Project

This Message Is From an External Sender

This message came from outside your organization.

Please see the attached spreadsheet, I do not have any other information as we were not involved until it was issued for construction (I did attach a progress meeting that was given to us by Foster). Foster, Travis and Phil were involved from the beginning on this one.

Cassi Graham
Director of Project Management
1730 Dundee Rd
Winter Haven, FL 33884
(863) 521-1551



From: Sluka, Maggie <mssluka@fpuc.com>

Sent: Thursday, August 21, 2025 7:51 AM

To: Cassi Graham <Cassi@sabconunderground.com>

Cc: cgebhardt <cgebhardt@chpk.com>; Van-Leeuwen Fernando <fvanleeuwen@chpk.com>; ahastie <ahastie@chpk.com>

Subject: 8.21.255RE: 8.18.25 RE: CR 491 Wide Road Project

Hey Cassi

Could you provide the Work Order Project Numbers that pertain for the Wide Road Project? We can find the original estimates and then move forward with the AsBuilt information.

WO Prjt #	WO Name

Also, by chance would you have any information by the DOT that they requested this work to be done?

Thank you,
Maggie Sluka
FLORIDA PUBLIC
UTILITIES

450 S Charles Richard Beall Blvd
DeBary, FL 32713
Cell: 386-624-2883
DeBary Main Office: 386-668-2600
msluka@chpk.com / <https://fpuc.com>

From: Cassi Graham <Cassi@sabconunderground.com>
Sent: Tuesday, August 19, 2025 1:53 PM
To: Sluka, Maggie <msluka@fpuc.com>
Cc: Gebhardt, Corey <CGebhardt@chpk.com>; Van-Leeuwen Fernando <fvanleeuwen@chpk.com>; Hastie, Adam <ahastie@chpk.com>
Subject: [EXTERNAL] Re: 8.18.25 RE: CR 491 Wide Road Project

This Message Is From an External Sender

This message came from outside your organization.

Maggie,

Please see the attached, for the first 3 phases of this project, SabCon did not provide the cost estimates, so I was not able to pull the full cost estimates for those phase. Travis was over this area at the time he may have the estimates. Thank you

Cassi Graham
Director of Project Management
1730 Dundee Rd
Winter Haven, FL 33884
(863) 521-1551



From: Sluka, Maggie <msluka@fpuc.com>
Sent: Monday, August 18, 2025 11:33 AM
To: Cassi Graham <Cassi@sabconunderground.com>
Cc: cgebhardt <cgebhardt@chpk.com>; Van-Leeuwen Fernando <fvanleeuwen@chpk.com>; ahastie <ahastie@chpk.com>
Subject: 8.18.25 RE: CR 491 Wide Road Project

Good Morning,

This email is a follow up.
Once you have this information, can you copy everyone on this email?

Thank you,
Maggie Sluka
FLORIDA PUBLIC
UTILITIES

450 S Charles Richard Beall Blvd
DeBary, FL 32713
Cell: 386-624-2883
DeBary Main Office: 386-668-2600
msluka@chpk.com / <https://fpuc.com>

From: Sluka, Maggie
Sent: Friday, August 15, 2025 10:30 AM
To: Cassi Graham <Cassi@sabconunderground.com>
Cc: Gebhardt, Corey <CGebhardt@chpk.com>; Van-Leeuwen Fernando <fvanleeuwen@chpk.com>; Hastie, Adam <ahastie@chpk.com>
Subject: CR 491 Wide Road Project

Hello Cassi,
If you can provide the following for the CR 491 Road Project, this would be a great help for us to file a reimbursement with the state.

WO Prjt #	WO Name	Estimate for Install	Estimate for Retirement/Abandon	Total Estimate \$ for the WO Project	Estimate Pipe Install (Footage /Size of Pipe)	Estimate Pipe Retire/Abandon (Footage /Size of Pipe)

Thank you,
Maggie Sluka
FLORIDA PUBLIC
UTILITIES

450 S Charles Richard Beall Blvd
DeBary, FL 32713
Cell: 386-624-2883
DeBary Main Office: 386-668-2600
msluka@chpk.com / <https://fpuc.com>

Chesapeake Utilities Corporation ("Chesapeake Utilities") is an energy delivery company publicly traded on the New York Stock Exchange under the ticker symbol "CPK" (NYSE: CPK). This email, together with any attachments, is intended only for the use of the party to which it is addressed and may contain information that is proprietary, privileged, confidential, and/or otherwise protected by law. If you are not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this email or its contents is strictly prohibited. If you have received this message in error, please notify the sender immediately by replying to the message, and permanently delete this email from your computer and destroy all copies of it.

PROJECT MANUAL

ITB # 22-124

Engineering Project No. 18-095

FPN No. 434498-2-54-01

C.R. 491 ROADWAY IMPROVEMENTS

FROM AUDUBON PARK PATH to HORACE ALLEN ST.

May 21, 2023



Citrus County, Florida
a political subdivision of the State of Florida

BID DUE DATE ĩ July 13, 2023

Prepared by

CHW
11801 Research Drive
Alachua, Florida 32615
352-331-1976
www.chw-inc.com

ITB # 22-124
Engineering Project No. 18-095
FPN No. 434498-2-54-01

C.R. 491 ROADWAY IMPROVEMENTS

FROM AUDUBON PARK PATH to HORACE ALLEN ST.

Citrus County Board of County Commissioners Citrus County, Florida

**Commissioner
Jeff Kinnard, DC**

District 1

**Commissioner
Diana Finegan**

District 2



**Chairman
Ruthie Davis Schlabach**

District 3

**2nd Vice Chair
Rebecca Bays**

District 4

**1st Vice Chair
Holly L. Davis**

District 5

**Citrus County Chairman
Ruthie Davis Schlabach**

**Citrus County Administrator
Steve Howard**

**Citrus County - Department Of Public Works
Mary C. Jensen, PE**

**Citrus County Department of Management & Budget
Erin Dohren**

**CITRUS COUNTY, FLORIDA
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

ITB # 22-124

**C.R. 491 ROADWAY IMPROVEMENTS
FROM AUDUBON PARK PATH to Horace Allen St.**

ENGINEER CERTIFICATIONS AND SEALS

The material and data contained in these Contract Documents regarding the above-referenced project was prepared under the supervision and direction of the undersigned professionals whose seals as a registered professional engineer is affixed below:

Robert J. Walpole
State of Florida, Professional
Engineer, License No. 58206

This item has been digitally
signed and sealed by Robert
J. Walpole, PE on the date
indicated here.

Printed copies of this
document are not considered
signed and sealed and the
signature must be verified on
any electronic copies.

_____, P.E.
Robert J. Walpole, PE
Specifications: Roadway, Signing & Pavement & Utilities
Drawings: Roadway, Signing & Pavement & Utilities
CHW
11801 Research Drive
Alachua, FL 32615

Cody Allen Cash
State of Florida, Professional
Engineer, License No. 92346

This item has been digitally
signed and sealed by Cody
Allen Cash, PE on the date
indicated here.

Printed copies of this
document are not considered
signed and sealed and the
signature must be verified on
any electronic copies.

_____, P.E.
Cody Cash, PE
Specifications: Traffic Control Plans
Drawings: Traffic Control Plans
CHW
11801 Research Drive
Alachua, FL 32615

Travis J. Hastay
State of Florida
Professional Engineer, License
No. 84295

This item has been digitally
signed and sealed by Travis J.
Hastay, PE, on the date
indicated here.

Printed copies of this document
are not considered signed and
sealed and the signature must
be verified on any electronic
copies.

_____, P.E.
Travis Hastay, P.E.
Specifications: Stormwater
Drawings: Drainage
CHW
11801 Research Drive
Alachua, FL 32615

Brian Richard Snyder
State of Florida
Professional Engineer, License
No. 74607

This item has been digitally
signed and sealed by Brian
Richard Snyder, PE, on the
date indicated here.

Printed copies of this document
are not considered signed and
sealed and the signature must
be verified on any electronic
copies.

_____, P.E.
Brian R. Snyder
Specifications: Signalization
Drawings: Signalization
CHW
11801 Research Drive
Alachua, FL 32615

**CITRUS COUNTY, FLORIDA
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

ITB # 22-124

**C.R. 491 ROADWAY IMPROVEMENTS
FROM SOUTH OF AUDUBON PARK TO HORACE ALLEN STREET**

TABLE OF CONTENTS

DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS

<u>SECTION</u>	<u>TITLE</u>
000101	Project Title Page - Cover
000102	County Data Sheet
000105	Engineer Certifications and Seals
000110	Table of Contents
000115	List of Drawings
001116	Invitation to Bid
002113	Instructions to Bidders
003100	Additional Project Information and Permits
003116	Project Budget Information
004143	Bid Form
004153	Subcontractor / Supplier Page
004173	Corporate Authority to Execute Documents
004500	Bidder's Representation and Certification
004510	Indemnification of County and FDOT
004513	Bidder's Qualifications Statement / Questionnaire
004519	Non-Collusion Affidavit
004520	Certification of Contractor Debarment
004521	Certification of Sub-Contractor Debarment
004522	Conflict of Interest Form
004523	Drug Free Work Place Certification
004524	Vendor Certification regarding Scrutinized Companies List
004533	Non-Segregated Facilities Affidavit
004536	Equal Employment Opportunity Affidavit
004537	Minority Bid Form
004547	Non-Lobbying Certification
004600	Acknowledgement of Reports and Investigations
005120	Notice of (Intent to) Award
005200	Agreement
005450	Notice of Commencement
005500	Notice to Proceed

TABLE OF CONTENTS
(CONT'D)

DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS (Cont'd)

006113	Performance and Payment Bond
006216	Certificate of Insurance
006276	Application for Partial Payment
006313	Request for Information
006355	Contingency Allowance
006363	Field Order
006516	Certificate of Substantial Completion
007200	General Conditions - EJCDC 2013 Standards Documents
007300	Supplementary Conditions to the General Conditions
007316	Minimum Insurance Requirements
008000	Owner Direct Purchase Procedures
009113	Addenda

DIVISION 01 - GENERAL REQUIREMENTS

011113	Work Covered by Contract Documents
011400	Work Restrictions
011413	Access to Site
011800	Project Utility Sources
012213	Measurement and Payment
012214	Utilities Measurement and Payment
013113	Project Coordination
013119	Project Meetings
013119.13	Pre-construction Meetings
013119.23	Progress Meetings
013226	Construction Progress Reporting
013233	Photographic Documentation
013323	Shop Drawings, Product Data and Samples
013543	Environmental Procedures
014516.13	Contractor Quality Control
015300	Temporary Construction
015526	Traffic Control
015616	Temporary Dust Barriers

TABLE OF CONTENTS
(CONT'D)

DIVISION 01 - GENERAL REQUIREMENTS (Cont'd)

015619	Temporary Noise Barriers
015713	Temporary Erosion and Sediment Control
015813	Temporary Project Signage
017123.13	Field Engineering - Construction Layout
017133	Protection of Adjacent Construction
017839	Project Record Documents

DIVISION 2 Ĩ 25 (NOT USED)

DIVISION 26 Ĩ ELECTRICAL

26050	Electrical Ĩ General Provisions
26110	Raceways and Fittings
26120	Wires and Cables
26130	Boxes
26140	Wiring Devices
26160	Panelboards
26190	Supporting Devices
26370	Variable Frequency Drives
26402	Underground System
26450	Grounding System
26460	General Purpose Transformers
26500	Lighting System
26601	Lightning Protection System

DIVISION 27 Ĩ 32 (NOT USED)

33 300	Wastewater Pumping Stations

DIVISION 34 Ĩ 48 (NOT USED)

DIVISION 00

PROCUREMENT AND CONTRACTING REQUIREMENTS

**CITRUS COUNTY, FLORIDA
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

ITB # 22-124

**C.R. 491 ROADWAY IMPROVEMENTS
FROM SOUTH OF AUDUBON PARK TO HORACE ALLEN STREET**

SECTION 000115

LIST OF DRAWINGS

- Roadway Plans Sheet 1 to 304; SQ1 to SQ13; UA-1 to UA-19
- Signing & Pavement Marking Plans S-1 to S-41
- Signalization Plans T-1 to T-24
- Utility Plans U-1 to U -77

END OF SECTION

**CITRUS COUNTY, FLORIDA
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

ITB # 22-124

**C.R. 491 ROADWAY IMPROVEMENTS
FROM SOUTH OF AUDUBON PARK TO HORACE ALLEN STREET**

**SECTION 001116
INVITATION TO BID**

Citrus County, Florida ("County") invites interested parties to submit a Bid to provide complete construction of:

BID NO: ITB #22-124
PROJECT TITLE: CR 491 ROADWAY IMPROVEMENTS FROM SOUTH AUDUBON PARK PATH to HORACE ALLEN ST.

PROJECT DESCRIPTION: This project consists of the following:

(1) CR 491 Roadway Improvements South of Audubon Park Path to Horace Allen Street

This project includes but is not limited to, the widening and reconstruction of CR 491 / Lecanto Highway from Audubon Park Path to Horace Allen St., in Citrus County, Florida. The total length is 1.898 miles of roadway widening to a 4-lane divided urban typical section. This also includes reconstruction of Horace Allen and other side streets totaling 0.691 miles.

The work includes but is not limited to, the construction of two (2) drainage retention areas, pipe connection to two existing retention areas, drainage improvements, construction of a 12-foot wide multi-use path, 5-foot wide concrete sidewalk, maintenance of traffic, construction of two (2) traffic signals, and signing and pavement markings.

(2) CR 491 Utilities

The project includes but is not limited to, the construction of 8, 10, 12 and 16-inch water main, 8- and 12-inch wastewater force main, along CR 491. The project also includes the re-construction of one wastewater lift station.

ITB #22-124

**SECTION 001116 (CONT'D)
INVITATION TO BID**

Pre-Bid Conference:

County will hold a NON-MANDATORY Pre-Bid meeting at 9:00 A.M. on June 12, 2023 Room 166 at the Lecanto Government Building, 3600 W. Sovereign Path, Lecanto, FL, 34461.

DIRECTIONS:

From Tampa: Take the Suncoast Parkway north until it dead ends. Go east on S.R. 98 (right turn), approximately 3 miles, to C.R. 491 intersection which has a gas station on the left corner. Turn left (north) on C.R. 491 past the Central Florida Community College, through Educational Path Street traffic light; left onto Saunders Way and left onto W. Sovereign Path.

From Orlando: Florida Turnpike north to I-75. I-75 north to S.R. 44. West on S.R. 44 through Inverness into Lecanto. In Lecanto, at the corner of S.R. 44 and C.R. 491 there are 2 gas stations, on adjacent corners, Circle K and Mobil, turn left (South) onto C.R. 491 and continue about 2 miles. Turn right onto Saunders Way and left onto W. Sovereign Path.

SECTION 001116 (CONT'D)
INVITATION TO BID

Any person requiring reasonable accommodation at this meeting because of a disability or physical impairment should contact the County Administrator's Office, 3600 W. Sovereign Path, Suite 267, Lecanto, FL 34461, (352) 527-5210, at least two days before the meeting. If you are hearing or speech impaired, dial 7-1-1, 1-800-955-8771 (TTY) or 1-800-955-8770 (v), via Florida Relay Service.

SUBMITTAL DATE: Electronic Bid submittal for this Invitation to Bid is to be submitted **on or before July 13, 2023, at 2:00 pm.** It is the sole responsibility of the Bidder to ensure that their Bid is submitted through VendorLink no later than the time and date specified in the Solicitation or subsequent addenda. **SUBMIT AN ELECTRONIC FILE AND TITLE BID SUBMITTAL TO INDICATE, "ITB No. 22-124" AND "COMPANY NAME".**

PUBLIC OPENING OF BIDS: July 13, 2023 at 2:15 P.M.
Electronic Bid Submittals shall be opened on **July 13, 2023, at 2:15 PM** via online "Microsoft Teams".

Join on your computer, mobile app or similar device.

Microsoft Teams meeting

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 247 528 687 514

Passcode: td8y8P

[Download Teams](#) | [Join on the web](#)

[Learn More](#) | [Meeting options](#)

The Bid Documents may be examined at:

VendorLink at

<https://www.myvendorlink.com/common/register.aspx>

or

DemandStar at

http://www.demandstar.com/supplier/bids/agency_inc/bid_list.asp?f=search&mi=10180

OBTAINING BID DOCUMENTS:

County has partnered with VendorLink, a web-based e-Procurement service. Current bid solicitations and associated addenda, notices of recommended bid award, and current bid awards will be posted at www.myvendorlink.com.

Bid Notifications will be sent electronically via e-mail from www.myvendorlink.com to registered Bidders. It is the sole responsibility of interested parties to monitor VendorLink for solicitation opportunities and updates.

SECTION 001116 (CONT'D)
INVITATION TO BID

Visit <https://www.myvendorlink.com/common/register.aspx> to register. VendorLink is an online Bidder registration system that provides a free at no cost to Bidder, a secure, user-friendly Internet portal and one-stop service center to register with County. This system also allows you to receive automatic email notifications regarding County's upcoming competitive solicitations as opportunities become available. Registration assistance is available by e-mail support@evendorlink.com.

All Citrus County Vendors/Contractors/Consultants will need to register with VendorLink in order to be able to submit Bids/Proposals/Qualifications etc., to County.

VendorLink has no affiliation with the County other than as a service that facilitates communication between the County and its Bidder. VendorLink is an independent entity and is not an agent or representative of the County.

No paper copies of the Bid Documents are being sold. Contractor is responsible for printing. For information on how to download the Bid Documents, send an email with your contact information to:

linda.morse@citrusbocc.com

or call / fax:

(352) 527-5413 - Phone
(352) 527-5424 - Fax
Attn: Linda Morse

County hereby notifies all Bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority, small, woman-owned and disadvantaged business enterprises will be afforded full opportunity to submit Bids in response to this invitation and will not be discriminated against on the grounds of race, color, gender, religion, age, disability, marital status or national origin in consideration of an award.

Ruthie Davis Schlabach, CHAIRMAN
CITRUS COUNTY BOARD OF COUNTY COMMISSIONERS

First Publication: Citrus County Chronicle on May 21, 2023 and Vendor Link and Demand Star.

END OF SECTION

**CITRUS COUNTY, FLORIDA
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

ITB #22-124

**C.R. 491 ROADWAY IMPROVEMENTS
FROM SOUTH AUDUBON PARK PATH to HORACE ALLEN STREET**

SECTION 002113

INSTRUCTIONS TO BIDDERS

TABLE OF CONTENTS

ARTICLE 1 - DEFINITIONS	1
ARTICLE 2 - GENERAL INSTRUCTIONS	3
ARTICLE 3 - MINIMUM REQUIREMENTS TO SUBMIT A BID	4
ARTICLE 4 - CONTACT PERSON.....	5
ARTICLE 5 - QUESTIONS AND INTERPRETATIONS	5
ARTICLE 6 - PRE-BID CONFERENCE.....	5
ARTICLE 7 - ADDENDA	6
ARTICLE 8 - EVENT TIMELINE.....	6
ARTICLE 9 - COPIES OF BID DOCUMENTS	6
ARTICLE 10 - SUBMISSION OF BIDS	7
ARTICLE 11 - TIMELINESS OF BID SUBMITTAL	8
ARTICLE 12 - BID FORM	9
ARTICLE 13 - BID SECURITY	9
ARTICLE 14 - EXAMINATION OF BID DOCUMENTS AND PROJECT SITE	10
ARTICLE 15 - MODIFICATION AND WITHDRAWAL OF BIDS	11
ARTICLE 16 - OPENING OF BIDS	11
ARTICLE 17 - BIDS TO REMAIN SUBJECT TO ACCEPTANCE.....	12
ARTICLE 18 - BID EVALUATION AND CONTRACT AWARD	12
ARTICLE 19 - TIE BIDS.....	13
ARTICLE 20 - LESS THAN TWO BIDS RECEIVED.....	13
ARTICLE 21 - BIDS BECOME THE PROPERTY OF THE OWNER	13
ARTICLE 22 - QUALIFICATIONS OF BIDDER	14
ARTICLE 23 - CONTRACT TIME.....	14
ARTICLE 24 - LIQUIDATED DAMAGES.....	14
ARTICLE 25 - "SUBSTITUTE", "OR EQUIVALENT" OR "OR EQUAL" ITEMS	14
ARTICLE 26 - INTERPRETATION OF QUANTITIES.....	15
ARTICLE 27 - UNIT PRICE INFORMATION	15
ARTICLE 28 - CONTINGENCY ALLOWANCES	16
ARTICLE 29 - RETAINAGE	16
ARTICLE 30 - DIRECT PURCHASE OF MATERIALS, SUPPLIES AND EQUIPMENT	16
ARTICLE 31 - SUB-CONTRACTORS AND MAJOR EQUIPMENT/MATERIAL SUPPLIERS..	16
ARTICLE 32 - CONTRACT SECURITY	17
ARTICLE 33 - SIGNING OF THE AGREEMENT	18
ARTICLE 34 - INSURANCE REQUIREMENTS	18
ARTICLE 35 - REVIEW OF BIDDER'S FACILITIES AND BID	18
ARTICLE 36 - RIGHTS OF OWNER.....	19

ITB # 22-124

SECTION 002113 (CONT'D)

INSTRUCTIONS TO BIDDERS

ARTICLE 37 - LICENSES AND PERMITS	19
ARTICLE 38 - SPECIAL WARRANTIES	19
ARTICLE 39 - LOCAL PREFERENCE	19
ARTICLE 40 - FINANCIAL STRENGTH OF THE SUCCESSFUL BIDDER	20
ARTICLE 41 - PROTESTS.....	20
ARTICLE 42 - SOLICITATION OR AWARDS IN VIOLATION OF LAW.....	22
ARTICLE 43 - CONFLICT OF INTEREST	22
ARTICLE 44 - PUBLIC RECORDS ACT	22
ARTICLE 45 - AVAILABILITY OF LANDS FOR WORK	23
ARTICLE 46 - TAXES	24
ARTICLE 47 - LOBBYING.....	24
ARTICLE 48 - COMPLIANCE WITH LAWS	24
ARTICLE 49 - DISCRIMINATION	24
ARTICLE 50 - DRUG FREE WORKPLACE	25
ARTICLE 51 - AMERICANS WITH DISABILITIES ACT	25
ARTICLE 52 - CLEAN AIR AND WATER ACT	25
ARTICLE 53 - PUBLIC ENTITY CRIME	25
ARTICLE 54 - ROADWAY AND AIRPORT CONSTRUCTION PROJECTS	25
ARTICLE 55 - PROJECT SPECIFIC REQUIREMENTS	30
ARTICLE 56 - PENDING PERMITS.....	31

**CITRUS COUNTY, FLORIDA
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

ITB # 22-124

**C.R. 491 ROADWAY IMPROVEMENTS
FROM AUDUBON PARK PATH to W. PARKVILLE STREET**

SECTION 002113

INSTRUCTIONS TO BIDDERS

ARTICLE 1 - DEFINITIONS

- 1.1 **"Addenda"** means a written or graphic instrument issued by the Owner prior to the execution of the Agreement which modifies or interprets the Invitation to Bid by additions, deletions, clarifications, corrections, or other type of modifications. Addenda will become part of the Contract Documents when the Agreement is executed.
- 1.2 **"Agreement"** means a legal document, executed by the Owner and the Successful Bidder. The Agreement, as amended from time to time, forms the Contract between Owner and the Successful Bidder setting forth the roles, responsibilities and obligations of the parties including, but not limited to, the performance of the Services and the basis of payment.
- 1.3 **"Apparent Low Bidder"** means the Bidder who has submitted the lowest Bid at the Bid Opening without correction of numerical discrepancies, consideration of alternates or determination of responsiveness and responsibility. The Apparent Low Bidder is not necessarily the Successful Bidder.
- 1.4 **"Bid"** means a written response to this Invitation to Bid.
- 1.5 **"Bid Documents"** means the Invitation to Bid, inclusive of the plans and specifications.
- 1.6 **"Bidder"** means any person or firm who submits a Bid in response to this Invitation to Bid.
- 1.7 **"Contingency"** means a provision of funds set aside for an unforeseen condition that must be utilized per the procedures adopted by Citrus County in the Administrative Regulations of the County.
- 1.8 **"Contract Documents"** means the Invitation to Bid, including Addenda to such, the Agreement, including Addenda or Amendments to such, Instructions to Bidders, General Conditions, Supplementary Conditions to the General Conditions, Bidder's Bid, Plans and Specifications, Owner's Minimum Insurance Requirements, Bidder's Certificate(s) of Insurance, Notice of Intent to Award, Notice of Award, Notice of Commencement, Notice to Proceed, Bidder's Qualification Statement, Owner's Bonding Requirements, Bidder's Payment and Performance Bonds, Bidder's References, Bidder's Representation and Authorization Statement, and any other forms or documents mailed or otherwise transmitted to the Bidder prior to or after the submittal of their Bid (including documentation mailed or otherwise transmitted by the Bidder prior to or after the Notice of Award), all of which are all to be treated as one in the form of the Contract Documents.

SECTION 002113 (CONT'D)

INSTRUCTIONS TO BIDDERS

- 1.9 **"Contractor"** means Successful Bidder, in the context of the Invitation to Bid and can be used interchangeably throughout the Invitation to Bid. In the context of the Contract Documents, Contractor means any company, firm, partnership, corporation, association, joint venture, or other legal entity permitted by law to perform the Work in the State of Florida. Such legal entity must be the entity that enters into a written Agreement with the Owner to perform the Services for the Project described in the Invitation to Bid and Contract Documents. The Contractor will have sole responsibility for the performance of the Services covered under an Agreement that is awarded in connection with this Invitation to Bid.
- 1.10 **"Direct Purchase"** means Owner purchases materials, equipment and/or supplies associated with the Project directly from the Contractor's selected manufacturer/vendor/dealer instead of through the Contractor, forgoing the payment of sales tax.
- 1.11 **"Invitation to Bid"** means the contents of this solicitation and all supporting documents including Addenda to such, or other related information transmitted to potential Bidders.
- 1.12 **"Minor Irregularity"** means a variation from the Invitation to Bid terms and conditions which does not affect the price or give the Bidder an advantage or benefit not enjoyed by the other Bidder or does not adversely impact the interests of the Owner.
- 1.13 **"Notice of Award"** means a written notice submitted by the Owner notifying the Successful Bidder that they have been awarded the project.
- 1.14 **"Notice of Intent to Award"** means a verbal or written notice submitted by the Owner notifying the Successful Bidder that the Owner intends to award the project to them contingent upon the Successful Bidder executing the Agreement and submitting any outstanding documents.
- 1.15 **"Notice to Proceed"** means a written notice issued by the Owner to the Successful Bidder fixing the date on which the Contract Term will commence and which the Successful Bidder must start the performance of the Work in accordance with the Contract Documents.
- 1.16 **"Owner"** means Citrus County, Florida, a political subdivision of the State of Florida, its officers, employees, agents and volunteers.
- 1.17 **"Pre-Bid Conference"** means a meeting at which Bidders gather to obtain additional information as to the scope of Work required under the Invitation to Bid.
- 1.18 **"Public Opening"** means the opening of the Bids and the announcing of the Bidders who submitted a Bid in response to the Invitation to Bid in the presence of the public.
- 1.19 **"Responsible Bidder"** means a Bidder who has the resources, skills, knowledge and financial ability to provide the Work specified in this Invitation to Bid.

SECTION 002113 (CONT'D)

INSTRUCTIONS TO BIDDERS

- 1.20 **"Responsive Bidder"** means a Bidder who submits all documents required in accordance with the Invitation to Bid and complies with the requirements of this Invitation to Bid with no exceptions taken to such requirements.
- 1.21 **"Sub-contractor"** means an entity having a direct contract with the Contractor or with any other sub-contractor of the Contractor who will provide product(s) or service(s) for the performance of a part of the Work required under the Contract Documents under the sole control and direction of the Contractor.
- 1.22 **"Successful Bidder"** means the entity that the Owner determines to be the lowest most responsive and responsible Bidder and awards an Agreement to for the provision of the Work specified in Bid Documents.
- 1.23 **"Timeline"** means the list of critical dates and actions involved in the Invitation to Bid.
- 1.24 **"Verified Total Base Bid"** means the mathematical equations used to come up with the total base bid (i.e., Est. Qty. multiplied by Unit Price) have been verified to be true and that no mathematical errors exist. If said mathematical errors do exist, the correct verified number must be used as the "Total Base Bid" considered for award.
- 1.25 **"Work"** means all labor, materials, equipment, subcontractors, supplies, insurance, bonds and any other incidental expenses required by the Bidder to execute and complete the requirements of the Services outlined in the Contract Documents, including those prescribed or implied.

ARTICLE 2 - GENERAL INSTRUCTIONS

- 2.1 Bidders are encouraged to carefully review all the materials contained herein and prepare your Bid accordingly. The detailed requirements set forth below will be used to evaluate the Bids and failure of the Bidder to provide the information requested for a specific requirement may render their Bid as non-responsive and result in being rejected.
- 2.2 The Bidder must carefully study and compare the information and documents presented in this Invitation to Bid with each other, must examine the site and local conditions as applicable, and must at once report to the Contact Person noted in Article 4.2 any errors, inconsistencies or ambiguities discovered.
- 2.3 Owner is not liable for any costs incurred by a Bidder in preparing or producing its Bid or for any Work performed before execution of an Agreement.
- 2.4 All terms and conditions outlined in this Invitation to Bid, and any associated Addenda, must become a part of the Agreement entered into between the Owner and the Successful Bidder.

SECTION 002113 (CONT'D)

INSTRUCTIONS TO BIDDERS

ARTICLE 3 - MINIMUM REQUIREMENTS TO SUBMIT A BID

3.1 Bidders must meet the following minimum requirements for their Bid to be considered responsive and the Bidder considered responsible:

1. Currently pre-qualified for the type of work defined in this solicitation with Florida Department of Transportation (FDOT), pursuant to Section 2-1 of the FDOT Standard Specifications for Road and Bridge Construction, July 2022.

Persons or firms who desire to qualify with Citrus County to bid for construction projects must be qualified in accordance with requirements and procedures as specified by Florida Law (Chapter 337.14 F.S.) and rules of the State of Florida, Department of Transportation, Chapter 14-22.

Prequalification is accomplished by using the FDOT application process. Applicants should read 337.14.F.S. and rule 14-22 F.A.C. to review for compliance prior to completing the application and prior to bidding.

The Contractor Prequalification process evaluates the bidders background, current and historical contract detail, construction experience and expertise, financial information, and work classes. Financial statements, list of equipment and expenditure records must be submitted in accordance with FDOT requirements for evaluation.

The County will seek to consult with FDOT to verify and evaluate whether the bidder is competent, responsible and possesses the necessary financial resources to perform the desired work prior to award of the contract.

The Contractor MUST be FDOT qualified in all the work items for this contract. For work items where the Contractor is not FDOT qualified, a Subcontractor must be listed as qualified for that work item or complete and submit the Bidder's Qualification Statement with the Bid and include any and all documents and other information to substantiate the qualifications noted, such as licenses, references for similar work, present commitments and other such data as required in the Bid Documents.

2. Provide a Worksite Traffic Supervisor who will be responsible for initiating, installing, and maintaining all traffic control devices as described in Section 102 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, 2022 Edition and in the Bid Documents. Worksite Traffic Supervisor must be certified by a Florida Department of Transportation approved training agency, which meets the Florida Department of Transportation's maintenance of traffic training requirement for advanced training. Use only approved alternate Worksite Traffic Supervisors when necessary.
3. Licensed in accordance with County policy and codes.

SECTION 002113 (CONT'D)

INSTRUCTIONS TO BIDDERS

4. Bidder or subcontractor must be licensed with the State of Florida as a Certified Underground Utility Excavation Contractor.

ARTICLE 4 - CONTACT PERSON

- 4.1 All inquiries pertaining to this Invitation to Bid are to be directed to:

Linda Morse
Department of Management & Budget - Purchasing Section
3600 W. Sovereign Path, Suite 266
Lecanto, FL 34461
Phone: (352) 527-5413
Fax: (352) 527-5424
Email: linda.morse@citrusbocc.com

- 4.2 CAUTION: In accordance with Section 287.057 (25) of the Florida Statutes, Bidders to this solicitation, or persons acting on their behalf, may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays and legal holidays, any employee or officer of the County concerning any aspect of this solicitation, except in writing to the Contact Person noted above. Violation of this provision may be grounds for rejecting response to this solicitation.

ARTICLE 5 - QUESTIONS AND INTERPRETATIONS

- 5.1 Bidders may submit questions and requests for interpretations concerning ambiguities, inconsistencies or errors which may be discovered upon examination of the Bid Documents or the site, or about the meaning or intent of the Bid Documents or Agreements to the Contact Person in written format only.
- 5.2 Interpretations or clarifications considered necessary in response to such questions or requests for interpretations will be issued by a written Addendum. Only questions answered by a formal written Addendum are binding. Oral responses to questions and requests for interpretations will be without legal effect, and are not binding upon the Owner.
- 5.3 It will be at the Owner's discretion whether questions received after the date for "Deadlines for Questions" as noted in the Event Timeline, will or will not be answered.
- 5.4 Questions submitted do not constitute formal protest of the specifications or of this Invitation to Bid.

ARTICLE 6 - PRE-BID CONFERENCE

- 6.1 A pre-bid conference will be held at the time and place indicated in the "Invitation to Bid" on the date and time as noted in Article 8 i Event Timeline. Representatives of the Owner and the Engineer will be present to discuss the Project. Owner will distribute a response

SECTION 002113 (CONT'D)**INSTRUCTIONS TO BIDDERS**

to questions and any modifications to the plans and specifications that may be warranted as a result of the questions raised by way of an Addendum to the Invitation to Bid.

ARTICLE 7 - ADDENDA

- 7.1 Addenda issued in relation to this Invitation to Bid will be transmitted by way of posting notice of such on the VendorLink or Demand star website, which can be accessed at the following addresses: www.myvendorlink.com or http://www.demandstar.com/supplier/bids/agency_inc/bid_list.asp?f=search&mi=10180
- 7.2 It is Bidder's responsibility to be aware of any addenda that might have a bearing on their Bid. Bidder must acknowledge receipt of all addenda in their Bid. In the event a Bidder fails to acknowledge receipt of such addenda, their Bid will be construed as though they have received and acknowledged such addenda, and the submission of a Bid will constitute acknowledgement of the receipt of same. All addenda will become a part of the Bid Documents and Bidder will be bound by such, whether received by Bidder or not. It is the responsibility of Bidder to verify that they have received all addenda issued before the Bids are due.

ARTICLE 8 - EVENT TIMELINE

- 8.1 Bidders should review and become familiar with the Event Timeline. The dates and times of each activity within the Timeline may be subject to change. It is the responsibility of the Bidder to check for any changes. All changes to the Timeline will be made through an addendum to this Invitation to Bid.

EVENT	DATE	TIME
Issue Invitation to Bid - First Publication	May 21, 2023	
Pre-Bid Conference (Non-Mandatory)	June 12, 2023	9:00 AM
Deadline for Questions	June 29, 2023	4:00 PM
Bids Due	July 13, 2023	2:00 PM
Public Opening	July 13, 2023	2:15 PM
Approval by Board and Contract Award	TBD	

ARTICLE 9 - COPIES OF BID DOCUMENTS

- 9.1 Complete sets of the Bid Documents noted in the Invitation-to-Bid must be obtained in electronic format (PDF) from VendorLink or Demand Start at the following address:

www.myvendorlink.com

http://www.demandstar.com/supplier/bids/agency_inc/bid_list.asp?f=search&mi=10180

No paper copies of the Bid Documents are being sold. Contractor is responsible for printing.

SECTION 002113 (CONT'D)

INSTRUCTIONS TO BIDDERS

- 9.2 The Bid Documents may be examined, free of charge, at the following locations:

Citrus County Purchasing
3600 W. Sovereign Path, Suite 266
Lecanto, FL 34461
C/O Linda Morse
linda.morse@citrusbocc.com
(352) 527-5413 - Phone
(352) 527-5424 - Fax

- 9.3 Complete sets of Bid Documents must be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents.
- 9.4 Owner and Engineer in making copies of Bid Documents available on the above terms do so only for the purpose of obtaining Bids on the Work covered under this Invitation to Bid and do not confer a license or grant for any other use.

ARTICLE 10 - SUBMISSION OF BIDS

- 10.1 Electronic Bid submittal for this Invitation to Bid are to be submitted **on or before July 13, 2023, at 2:00 pm**. It is the sole responsibility of the Bidder to ensure that their Bid is submitted through VendorLink no later than the time and date specified in the Solicitation or subsequent addenda. **SUBMIT AN ELECTRONIC FILE AND TITLE BID SUBMITTAL TO INDICATE, "ITB No. 22-124" AND "COMPANY NAME".**
- 10.2 Bids shall be submitted through the online solicitation management portal, www.myvendorlink.com. You may enter information and upload completed forms/documents using the www.myvendorlink.com portal. Bidders must have registered and received an established account in advance of uploading submissions. When submitting an offer electronically through the solicitation posting portal, please allow sufficient time to complete the online forms and upload documents. The solicitation offer will end at the closing time listed in the Event Timeline included in this Solicitation. If you are in the middle of uploading your documents at closing time, the system will stop the process and your offer will not be received by the system. It is recommended that the submission process be completed the day prior to the due date, with the knowledge that any changes/updates will be accepted up to the due date and time. If technical difficulties arise during submission of the Solicitation submittal, it is the submitting Bidder's responsibility to contact VendorLink, LLC technical support. For support, click on the HelpoLink on the Solicitation Posting portal; or email www.support@evendorlink.com.
- 10.3 NOTE: In the event, there is a verified technical issue with the Platform (and not user/Bidder issues) that prevents all Bidders from submitting a Bid within the two (2) hours immediately before the due time, the County may issue an addendum to extend the solicitation due date and time. However, the technical issue must be a result of the Platform provider (VendorLink, LLC) and affect all participating Bidders. The County shall verify the technical issue or unavailability of the Platform with VendorLink, LLC, and the

SECTION 002113 (CONT'D)

INSTRUCTIONS TO BIDDERS

system provider. Technical issues localized to a single Bidder will not be considered cause for an extension. County shall not be responsible for delays caused in any occurrence.

10.4 Submission Steps:

1. Submit Proposals/Bids electronically through VendorLink.
2. Upload files only in MS Word (.doc or .docx), Excel (.xls or .xlsx), and PowerPoint (.ppt or .pptx); Adobe Portable Document Format (.pdf); checkmark must be placed in the checkbox next to the file type to be uploaded prior to clicking the Add Document(s) button. The Bidder Files table must have at least one document uploaded with the File Type requested, otherwise the Platform will not allow the Bidder to change the status from whatever was submitted.
3. Enable printing on files submitted.
4. Clearly identify the Solicitation Number, Name, Submission Date, and Bidder Name on the Bid Cover Page on Bidder's letterhead.
5. Separate and identify each part of the submission (i.e., document type, form type, content type) with a divider/separation page.
6. Contact VendorLink technical support at support@evendorlink.com, if technical difficulties arise during Bid submission.
7. All required documents must be fully filled out and signed by an official who is authorized to legally bind the Bidder on all solicitation specifications.
8. Follow all instructions outlined in this Solicitation and provide all requested information including but not limited to the following:
 - a. Bid Form - (Section 004143)
 - b. Bid Security - (5% of Bid Amount in the form of a Bid Bond, Cashier's Check or Certified Check)
 - c. Subcontractor / Supplier Page - (Section 004153)
 - d. Corporate Authority to Execute Documents - (Section 004173)
 - e. Bidder's Representation and Certification - (Section 004500)
 - f. Bidder's Qualifications Statement / Questionnaire - (Section 004513)
 - g. Non-Collusion Affidavit - (Section 004519)
 - h. Non-Segregated Facilities Affidavit - (Section 004533)
 - i. Equal Employment Opportunity Affidavit - (Section 004536)
 - j. Non-Lobbying Certification - (Section 004547)
 - k. Performance and Payment Bond Form - (Section 006113)
 - l. Certificate of Insurance Form - (Section 006216)
 - m. Conflict of Interest Form (Section 004522)
 - n. Drug-Free Workplace certification (Section 004523)
 - o. Certification Of Contractor regarding Debarment (Section 004520)
 - p. Certification for Sub-Contractors Debarment (Section 004521)
 - q. Vendor Certification Regarding Scrutinized Companies List (Section 004524)
 - r. Minority Utilization Report (Section 004537)

- 10.5 More than one Bid received for the same Work from an individual, firm or partnership, corporation, or association under the same or different names must not be considered. Reasonable grounds for believing that any Bidder is interested in more than one Bid for the same work must be cause for the rejection of all Bids in which the Bidder is interested.

SECTION 002113 (CONT'D)

INSTRUCTIONS TO BIDDERS

If there are reasonable grounds for believing that collusion exists amongst the Bidders, the Bids of participants in such collusion must not be considered.

ARTICLE 11 - TIMELINESS OF BID SUBMITTAL

- 11.1 Bids are to be submitted on or before the date and time shown in Article 8 - Event Timeline. The owner assumes no responsibility for Bids received after the due date and time. There will be no exceptions to this policy.

ARTICLE 12 - BID FORM

- 12.1 Bidders must utilize the Bid Form included in the Bid Documents for submitting pricing information. No substitutes will be permitted. All pages of the Bid Form must be submitted. Bids that do not comply with this condition will be rejected.
- 12.2 Bids must be typed or printed in BLACK ink. Erasures, or the use of typewriter correction fluid or tape is acceptable, however, such corrections must be initialed by Bidder signing the Bid Form.
- 12.3 All blanks on the Bid Form must be completed. If anything is not applicable, Bidder must indicate such with "N/A". If there is no charge for any specific item noted on the Bid Form, Bidder must indicate such by entering "no charge". The "Total Base Bid" price must be stated in numerals and in words. In case of conflict, words must take precedence.
- 12.4 All names must be printed below the signature. The address, telephone number, facsimile number and e-mail address must be indicated to facilitate communications.
- 12.5 Bids must be executed in Bidder's registered company name and be executed by the president, vice-president or other officer of the company who has the authority to bind the company. If the person signing a Bid is not an officer of the company, Bidder is to attach the "Corporate Authority to Execute Documents" form (Section 004173) to the Bid.
- 12.6 Bidders must acknowledgment receipt of all Addenda by filling in the numbers of the respective addenda on the Bid Form.
- 12.7 Bids must be priced on a total "Base Bid" as indicated on the Bid Form and include a separate price for each alternate as shown and as described in the Bid Documents, as applicable. The price of the Bid for each alternate will be the amount to be added to or deducted from the amount of the Base Bid if Owner selects the alternates. Bid alternates may be awarded separately or in combination as deemed to be in the best interest of Owner.
- 12.8 Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

SECTION 002113 (CONT'D)

INSTRUCTIONS TO BIDDERS

- 12.9 The Bid amount must include such amounts as the Bidder deems proper for all labor, materials, equipment, sub-contractors, insurance, MYCOI registration, bonding, taxes, overhead, profit, and any other costs to perform the Work as noted in the Contract Documents.

ARTICLE 13 - BID SECURITY

- 13.1 Bids must be accompanied by a Bid Security made payable to Owner in an amount of five percent (5%) of the Bidder's Bid Price in the form of a certified or cashier's check or a Bid Bond.
- 13.2 If Bidder is submitting a Bid Bond, it must be an original signed and sealed by the agent for the surety company issuing the Bond who has Power of Attorney and the Bidder.
- 13.3 The Bid Bond must be in the form prescribed in Section 255.05 Florida Statutes. The rating of the surety company must be an A.M. Best's Rating of A- or better. The surety company executing the Bond must be authorized to transact business in the State of Florida as a surety. The Attorney-in-Fact who signs the bonds must file with each bond a certified and effective date copy of their Power of Attorney. The bond must show the name, address and phone number of the Contractor, the Surety Company and the County. The bond must indicate the Bid Number, a general description of the project, and the address where the work will take place.
- 13.4 The Bid Security of the Successful Bidder will be retained until an agreement has been executed and the required Payment and Performance Bonds have been provided to the Owner, at which time the Bid Security will be returned. If the Successful Bidder fails to execute an agreement and furnish the required Contract Security within the specified time after execution of an agreement, the Owner may annul the award and the Bid Security of the Successful Bidder must be forfeited.
- 13.5 Owner will retain the Bid Security of the other Bidders until Owner enters into an agreement with the Successful Bidder, or the **121st day** after the Bid Opening, whichever occurs first, at which time the Bid Security will be returned to the other Bidders.

ARTICLE 14 - EXAMINATION OF BID DOCUMENTS AND PROJECT SITE

- 14.1 It is the responsibility of each Bidder to (a) examine the Bid Documents thoroughly, (b) visit the project site to become familiar with local conditions that may affect cost, progress, or performance of the Work, (c) consider federal, state and local Laws and Regulations that may affect cost, progress, or performance of the Work, (d) study and carefully correlate Bidder's observations with the Contract Documents, and (e) notify the Contact Person of all conflicts, errors or discrepancies in the Bid Documents prior to submitting a formal Bid.
- 14.2 If reports of explorations and tests of subsurface conditions at the project site are conveyed to Bidder by Owner, Bidder may rely upon the accuracy of the technical data

SECTION 002113 (CONT'D)

INSTRUCTIONS TO BIDDERS

contained in such reports but not upon non-technical data, interpretations or opinions contained therein or for the completeness thereof for the purposes of bidding or construction.

- 14.3 Information and data reflected in the Bid Documents with respect to underground facilities at or contiguous to the site is based upon information and data furnished to Owner by owners of such underground facilities or others, and Owner does not assume responsibility for the accuracy or completeness thereof.
- 14.4 Before submitting a Bid, Bidder, at their own expense, must make or obtain any additional information and data which pertain to the physical conditions (surface, subsurface and underground facilities) at or contiguous to the site or otherwise which may affect the cost, progress, or performance of the Work and which Bidder deems necessary to develop its Bid for performing the Work in accordance with the time, price and other terms and conditions noted in the Bid Documents. This does not apply to asbestos, Polychlorinated Biphenyls (PCBs), petroleum, hazardous wastes, or radioactive material, as outlined in Article 5.06 of the General Conditions.
- 14.5 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, that without exception their Bid is premised upon performing the Work required by the Bid Documents and applying the specific means, methods, techniques, sequences or procedures of construction (if any) as may be indicated in or required by the Bid Documents, that the Bidder has given Owner written notice of all conflicts, errors, ambiguities and discrepancies that Bidder has discovered in the Bid Documents, and that the Bid Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for the performance of the Work.

ARTICLE 15 - MODIFICATION AND WITHDRAWAL OF BIDS

- 15.1 Bidders have the right to withdraw their Bid, or withdraw, modify and resubmit their Bid, without liability whatsoever at any time prior to the Bid Submittal Due Date. Requests to modify or withdraw a Bid must be in writing and signed by a person duly authorized to do. Upon submittal of a written request, County will verify the validity of such request before releasing the Bid. Bids that have been withdrawn and modified may be resubmitted in accordance with the instructions in this Invitation to Bid up to the Bid Submittal Due Date. After the expiration of the Bid due date and time, no Bid may be withdrawn or modified.
- 15.2 If within twenty-four hours after bids are opened, any Bidder files a duly signed written notice with Owner and within forty-eight hours thereafter, demonstrates to the reasonable satisfaction of the Owner that: a) there has been a material and substantial mistake in the preparation of the Bid; b) the mistake is of such great consequence that to enforce the contract would be unconscionable; and, c) the mistake occurred notwithstanding the exercise of reasonable care in the preparation of the Bid; the Bidder may withdraw its Bid and the Bid Security must be returned, provided that the Owner is not seriously prejudiced, except for the loss of its bargain.

SECTION 002113 (CONT'D)

INSTRUCTIONS TO BIDDERS

ARTICLE 16 - OPENING OF BIDS

- 16.1 **Electronic Bid Submittals shall be opened on July 13, 2023, at 2:15 PM** via online "Microsoft Teams". Refer to Section 00116 Invitation to Bid for Teams Link.
- 16.2 A Tabulation of the Base Bid Amounts and alternates, if applicable, will be made available within ten (10) calendar days after the Bid Opening by way of posting such on VendorLink website and Demand Star, which can be accessed at the following address:
- www.myvendorlink.com
- or
- http://www.demandstar.com/supplier/bids/agency_inc/bid_list.asp?f=search&mi=10180

ARTICLE 17 - BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 17.1 All bids will remain subject to acceptance for **ONE HUNDRED AND TWENTY calendar days** after the day of the Bid opening, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to that date. The Owner may award a contract within the ONE HUNDRED AND TWENTY calendar days after the date of the Public Opening, during which period Bids must remain firm and must not be withdrawn. If a contract award is not made within 120 calendar days, the Bid must remain firm until either Owner makes an award or Owner receives written notice from the Bidder that their Bid is withdrawn. Any Bid that expresses a shorter duration may, in Owner's sole discretion, be accepted or rejected.

ARTICLE 18 - BID EVALUATION AND CONTRACT AWARD

- 18.1 Owner reserves the right to (a) cancel this Invitation to Bid, (b) reject any or all Bids, (c) waive any or all irregularities in the Bids, (d) modify the scope of the Work, (e) waive any minor departure from the specifications, or (f) disregard all nonconforming, non-responsive, unbalanced or conditional Bids, as long as such does not give Bidder an advantage or benefit not enjoyed by the other Bidders or does not adversely impact the interests of Owner. Owner reserves the right to re-advertise the Invitation to Bid, when it is in the best interest of Owner. Owner also reserves the right to reject the Bid of any Bidder if County believes that it would not be in its best interest to make an award to that Bidder, whether because the Bid is non-responsive, or Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standards or criteria established by Owner. Nothing contained herein places a duty upon the Owner to reject Bids or award a contract based upon anything other than its sole discretion. By submitting a Bid, Bidder recognizes and accepts that the Owner may reject their Bid based upon the exercise of its sole discretion and Bidder waives any claim it may have for damages of other relief resulting from the rejection of its Bid based on these grounds.
- 18.2 In evaluating Bids, the Owner must consider (a) the qualifications of Bidders, (b) whether or not the Bids comply with the prescribed requirements, (c) such alternates, unit prices

SECTION 002113 (CONT'D)

INSTRUCTIONS TO BIDDERS

and other data, as may be requested in the Invitation to Bid, (d) the qualifications and experience of the Bidder's proposed sub-contractors and major equipment/material suppliers, (e) any additional terms and conditions, exceptions or variances stipulated by Bidder, and (f) operating costs, maintenance requirements, performance data, warranties and guaranties.

- 18.3 Owner may consider the qualifications and experience of sub-contractors, major equipment/material suppliers, and other persons and organizations proposed for to which the portions of the Work as whose identity was provided in the Bidder's Bid. Owner also may consider the operating costs, maintenance requirements, performance data and guaranties of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award, as applicable.
- 18.4 Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders and their proposed sub-contractors and major equipment/material suppliers to Owner's satisfaction. Owner reserves the right to seek clarification or request any information deemed necessary for proper evaluation of Bids from all Bidders deemed eligible for contract award. Failure to provide the requested information may result in rejection of the Bid.
- 18.5 If award of the Bid is to be made, it must be made to the most responsive Bidder who offers the lowest "Verified Total Bid" or "Verified Total Base Bid", as the case may be. At the Owner's sole discretion, alternates, if applicable, may also be considered in determining the lowest most responsive and responsible Bidder. Owner must give the Successful Bidder a Notice of Intent to Award within ninety (90) calendar days after the day of the Bid opening. Owner will provide a Notice of Intent of Award by way of facsimile or e-mail.
- 18.6 If the lowest Bid exceeds the Owner's available funding for the Project, the Owner may reject all Bids and cancel the solicitation or commence "Value Engineering" with the lowest most responsive and responsible Bidder to reduce that Bidder's price to within available funding limits, whichever is in the best interest of Owner. Award of a contract is contingent upon Owner having sufficient funding for the Project. The owner is not required to award a contract if adequate funding is not available. "Value Engineering" will not be exercised by the Owner if it conflicts with or is not permitted by any Agency from which the Owner has received grant funding.

ARTICLE 19 - TIE BIDS

- 19.1 Should there result in a tie Bid between two or more Bidders, the Owner must initiate the following actions:
- Å Award to Bidder who is a Disadvantaged Business Enterprise as registered with the State of Florida, or
 - Å Divide the award equally between the tied Bidders, or

SECTION 002113 (CONT'D)

INSTRUCTIONS TO BIDDERS

- Å Draw lots or flip a coin, or
- Å Reject all Bids and re-solicit the Project.

ARTICLE 20 - LESS THAN TWO BIDS RECEIVED

- 20.1 If less than two Bids are received, the Owner may negotiate the best terms and conditions with that Bidder or reject the Bid and re-solicit the Project.

ARTICLE 21 - BIDS BECOME THE PROPERTY OF THE OWNER

- 21.1 All Bids submitted in response to this Invitation to Bid must become the exclusive property of County. Bids may not be removed by the Bidder and will not be returned to the Bidder. Selection or rejection of a Bid by County must not affect this right.

ARTICLE 22 - QUALIFICATIONS OF BIDDER

- 22.1 To demonstrate that the Bidder is qualified to perform the Work covered under this Invitation to Bid, Bidder must be FDOT pre-qualified. Subcontractors must be FDOT pre-qualified or complete and submit the Bidder's Qualification Statement with the Bid and include any and all documents and other information to substantiate the qualifications noted, such as licenses, references for similar work, present commitments and other such data as required in the Bid Documents.
- 22.2 Bids must contain evidence of Bidder's qualification to do business in the State of Florida or covenant to obtain such qualification prior to award of the contract. Specifically, the Bidder must have all licenses, certifications and/or permits required by Federal, State, and Local Statutes, Regulations, and/or Ordinances for performing the Work specified in the Bid Documents. Bidders must comply with regulations policies, codes and regulations of Citrus County, Florida for conducting business in Citrus County. By submitting a Bid in response to this Invitation to Bid, the Bidder represents and warrants that they have the necessary licenses and/or certifications required to perform the Work covered under this Invitation to Bid or will obtain such prior to award of Contract.
- 22.3 Bidders must comply with the Chapter 607 of the Florida Statutes to transact business in the State of Florida. If the Successful Bidder is not in compliance with such, they have fourteen (14) calendar days from receipt of a Notice of Intent to Award to obtain the required certificate of authority from the State of Florida and produce a copy of such to the Contact Person.

ARTICLE 23 - CONTRACT TIME

- 23.1 The number of calendar days within which, or the dates by which, the Work is to be completed, accepted by the County or its agent, and ready for final payment as set forth in the Bid Form and the Agreement.

ARTICLE 24 - LIQUIDATED DAMAGES

SECTION 002113 (CONT'D)

INSTRUCTIONS TO BIDDERS

- 24.1 Provisions for liquidated damages, if any, are set forth in the Agreement, Section 005200, Article 3.3.

ARTICLE 25 - "SUBSTITUTE", "OR EQUIVALENT", OR "OR EQUAL" ITEMS

- 25.1 Unless the Bid Documents state otherwise, Bidder's price is to be based on the materials and equipment as described in the plans and specifications without consideration of possible "substitute", "or equivalent", or "or equal" items.
- 25.2 Whenever it is indicated in the plans and specifications that a "substitute", "or equivalent", or "equal" construction method, construction material, or item of equipment may be furnished and the Bidder elects to base their Bid on the utilization of a "substitute", "or equivalent", or "or equal" item, the Bidder must clearly state such in their Bid. Application of such "substitute", "or equivalent", or "or equal" item will be done at the Contractor's risk. The procedure for submission of any such application by Bidder and consideration by Owner and Engineer is set forth in the General Conditions.
- 25.3 Only those "substitute", "or equivalent", or "or equal" items noted in Bidder's Bid will be evaluated by the Engineer in accordance with the procedures outlined in the General Conditions. The cost of changes in related work, additional drawings which may be required to illustrate or define the "substitute", "or equivalent", or "or equal" item and its relationship to the other parts or portions of the Work must be paid for by the Successful Bidder should the Owner and Engineer find that such "substitute", "or equivalent", or "or equal" item is acceptable. No change will be made in the amount of time in which to complete the Work. If the proposed "substitute", "or equivalent", or "or equal" item is found to be unacceptable to the Engineer, then the Successful Bidder will be required to provide that material, equipment or construction method as specified in the Contract Documents with no change in the Bidder's Bid Amount.

ARTICLE 26 - INTERPRETATION OF QUANTITIES

- 26.1 In the case of unit price items, the quantities of Work to be done and materials to be furnished under this solicitation, as shown on the Bid Form, are to be considered as approximate only and are to be used solely for comparing the Bids received. The Owner does not expressly, or by implication, represent that the actual quantities involved in the Project may correspond exactly with those noted on the Bid Form; nor may the Bidder plead misunderstanding or deception because of such estimate or quantities of the character, location or other conditions pertaining to the Work. Payment to the Successful Bidder will be made only for the actual quantities of Work performed and/or materials furnished in accordance with the Contract Documents, and it is understood that the quantities may be increased or decreased as provided in the General Conditions without in any way invalidating any of the unit or lump sum pricing shown on the Bidder's Bid Form.

SECTION 002113 (CONT'D)

INSTRUCTIONS TO BIDDERS

ARTICLE 27 - UNIT PRICE INFORMATION

- 27.1 The information supporting the proposed unit prices in the Bidder's Bid Form must be submitted in sufficient detail to allow for a comprehensive analysis and review, must show all "Cost of the Work", as defined in Article 13 of the General Conditions, and must be in accordance with generally accepted accounting principles and applicable government regulations. Owner and the appropriate state agencies have the right to audit these costs.
- 27.2 If the Owner accepts the Successful Bidder's proposed unit prices, in whole or in part, the unit prices are binding on the Successful Bidder for Contingency allowance adjustments, Field Orders or Change Orders to the extent of such acceptance and subject to any ancillary terms and conditions such as escalation clauses. However, if the Owner rejects all or any portion of the Successful Bidder's unit prices, both the Owner and the Successful Bidder must rely on the provision of Article 13 of the General Conditions, as supplemented, for changes in Contract price to the extent of such rejection. The Owner may accept or reject such unit prices at its sole discretion.

ARTICLE 28 - CONTINGENCY ALLOWANCES

- 28.1 A contingency allowance may be included as part of the Bid Schedule on the Bid Form, as determined by Owner. This allowance is included for the purpose of covering Work not specified in the Contract Documents that may be required because of unforeseen circumstances, or additional Work as a result of a change in Project scope. The contingency allowance cannot be expended without the approval and authorization of the Owner and the Engineer and will require the issuance of a Change Order (CO) or a Contingency Allowance Adjustment (CAA). After completion of the Work and acceptance of the Project by the Owner, any unexpended contingency allowance remaining must be returned to the Owner through the execution of a formal Deductive Change Order.

ARTICLE 29 - RETAINAGE

- 29.1 Provisions concerning retainage are set forth in the Agreement.

ARTICLE 30 - DIRECT PURCHASE OF MATERIALS, SUPPLIES AND EQUIPMENT

- 30.1 Since the Bidder's bid amount will include Florida State Sales Tax and other applicable taxes for materials, supplies and equipment, the Owner, being exempt from sales tax, reserves the right to make direct purchases of various materials, supplies and equipment that are included in the Bidder's bid amount. The direct purchase of materials, supplies, and equipment must be in accordance with the procedures outlined in the Owner Direct Purchase Procedures (Section 008000).

ARTICLE 31 - SUB-CONTRACTORS AND MAJOR EQUIPMENT/MATERIAL SUPPLIERS

- 31.1 All sub-contractors and major equipment/material suppliers (including rented / leased operated equipment) proposed by Bidder for the performance of the Work covered under

SECTION 002113 (CONT'D)

INSTRUCTIONS TO BIDDERS

this Invitation to Bid are subject to the approval of Owner. Owner reserves the right to reject any and all proposed sub-contractors and major equipment/material suppliers listed by the Bidder and bears no responsibility or liability to the Bidder or its proposed sub-contractors and major equipment/material suppliers for any commitments made between them regarding the performance of the Work covered under this Invitation to Bid.

- 31.2 Bidder must furnish the names and responsibilities of those sub-contractors and major equipment/material suppliers they propose to use on the project in the appropriate spaces provided in the Bid Form. No changes to this list may be made after the deadline for submitting the Bid without prior written approval by Owner. If Owner or Engineer has reasonable objection to any proposed sub-contractor or major equipment/material supplier, Owner reserves the right, before giving Notice of Intent to Award, to request the apparent Successful Bidder to submit an acceptable substitute without an increase in Bid price. If apparent Successful Bidder declines to make any such substitution, Owner may award the contract to the next lowest Bidder that proposes to use sub-contractors and major equipment/material suppliers acceptable to Owner. Declining to make requested substitutions will not constitute grounds for sacrificing the Bid security. No Bidder will be required to employ any sub-contractor or major equipment/material supplier against which the Contractor has reasonable objection.
- 31.3 No more than fifty percent (50%) of the Work provided by the Successful Bidder can be performed by subcontractors. The balance of the Work must be accomplished by the Bidder's own employees. Work in this respect does not include costs paid to suppliers for materials and equipment furnished for the Project.
- 31.4 Owner reserves the right to request from the apparent Successful Bidder all pertinent data, including but not limited to, the following information about the proposed sub-contractors and major equipment/material suppliers: name as registered with the State of Florida; Federal Employer Identification Number; address and phone number; State registration or license number; and, such other information as deemed relevant by Owner for evaluating the qualifications and experience of the proposed sub-contractors and major equipment/material suppliers. If requested by Owner, Bidder must also provide an experience statement with pertinent information regarding similar services and other evidence of qualification for each proposed sub-contractor and equipment/material supplier.
- 31.5 All proposed sub-contractors must be properly certified, registered or licensed by the appropriate governmental authority (as applicable) for the Work to be performed, prior to the submittal of the Bid. Proposed sub-contractors must have successfully completed work comparable to that which is noted within the Bid Documents and be qualified both technically and financially to perform the Work for which they are listed.
- 31.6 For contracts where the Contract Price is based on Cost-of-the-Work Plus a Fee, the Successful Bidder, prior to the Notice of Award, must identify in writing to Owner those portions of the Work that the Successful Bidder proposes to sub-contract and after the Notice of Award may only sub-contract other portions of the Work with the Owner's written consent.

SECTION 002113 (CONT'D)

INSTRUCTIONS TO BIDDERS

ARTICLE 32 - CONTRACT SECURITY

- 32.1 Within **ten (10) business days** after Owner delivers a certified copy of the executed Agreement to the Successful Bidder, the Successful Bidder must procure and deliver to Owner Performance and Payment Bonds each in the amount of one hundred percent (100%) of the Successful Bidder's contract amount.
- 32.2 The Successful Bidder will be responsible for recording the Payment and Performance Bonds in the public records of Citrus County. Once recorded, the Successful Bidder must deliver two certified copies of the Bonds and a receipt from the Clerk of Court, confirming that the Bonds have been recorded, to the Owner.
- 32.3 The Payment and Performance Bonds must be in the form prescribed in Section 255.05 Florida Statutes. The rating of the surety company must be A.M. Best's Rating of A-, VI or better. The surety company executing the Bonds must be authorized to transact business in the State of Florida as a surety. The Attorney in-Fact who signs the bonds must file with each bond a certified and effective date copy of their Power of Attorney. The bonds must show the name, address and phone number of the Contractor, the Surety Company, and the Owner. The Bonds must indicate the Bid Number, a general description of the project, and the address where the work will take place.
- 32.4 The Successful Bidder will be required to maintain the Payment and Performance Bonds throughout the duration of the Contract and for one (1) year from the date of the Owner's approval and acceptance of the Project.

ARTICLE 33 - SIGNING OF THE AGREEMENT

- 33.1 When Owner gives a Notice of Intent to Award to the Successful Bidder, it will be accompanied by an unsigned Agreement. Within **ten (10) business days** thereafter Contractor must execute and deliver to the Owner the Agreement, along with a certificate of insurance that shows policies, limits, and other conditions in compliance with that outlined in the Supplementary Conditions of the General Conditions. Upon Award and Execution by the Owner, one certified copy of the Agreement and associated documents must be delivered to the Successful Bidder.

ARTICLE 34 - INSURANCE REQUIREMENTS

- 34.1 Regardless of whether Bidder has the policies and limits as stipulated in the Minimum Insurance Requirements (see Section 007316 of the Contract Documents), Bidder must submit a copy of their certificate of insurance evidencing policies and limits of insurance that they currently have in force. Upon Notice of Intent to Award, if the Successful Bidder does not have the policies and limits of insurance as stipulated, they must have **ten (10) business days** to procure and provide Owner with a certificate of insurance evidencing that they have the required policies, limits, and special conditions.

SECTION 002113 (CONT'D)

INSTRUCTIONS TO BIDDERS

ARTICLE 35 - REVIEW OF BIDDER'S FACILITIES AND BID

- 35.1 Prior to Award, the Owner reserves the right to perform or have performed an on-site review of the facilities and qualifications, as well as documentation provided of any Bidder. This review will serve to verify data and representations submitted by the Bidder and may be used to determine whether the Bidder has an adequate, qualified, and experienced staff that can provide the necessary resources and perform the Work outlined in the Bid Documents. The review may also serve to verify whether the Bidder has adequate financial capability to meet the requirements outlined in the Bid Documents. Should the Owner determine that (1) the Bid or subsequent documentation submitted by the Bidder has material misrepresentations, or (2) that the size or nature of any Bidder's resources or the number of experienced personnel (including technical staff) are not adequate to ensure satisfactory performance, or (3) ascertain any other basis for concern as to the Bidder's ability to perform the Work, the Owner has the right to reject the Bid.
- 35.2 Before contract award, the County reserves the right to seek clarification from Bidders to properly evaluate their Bid. Failure to provide requested information may result in rejection of the Bid.

ARTICLE 36 - RIGHTS OF OWNER

- 36.1 Owner reserves the right to debar or suspend, for no longer than three (3) years, a Bidder from any solicitation process should it be discovered that (1) Bidder was in violation of any of the issues listed in the "Bidder's Representation And Certification" or (2) Bidder has shown a recent record of failure to perform or of unsatisfactory performance under any existing or past contracts provided such failure was not caused by acts beyond the control of the Bidder, or (3) Owner became aware of anything concerning Bidder that was found to be so serious and compelling as to affect responsibility of Bidder, including debarment or suspension by another governmental entity. Owner will not exercise this right until after written notice has been given to Bidder and reasonable opportunity has been given for Bidder to be heard. The decision of debarment or suspension will be final and conclusive.

ARTICLE 37 - LICENSES AND PERMITS

- 37.1 Permits for the Project obtained by the Owner are limited to those listed in Division 1 of the Bid Documents. The Successful Bidder must be required to comply with all provisions of such permits regarding workmanship, schedules, notification of starting construction and any other conditions under which the permits are issued.
- 37.2 The successful Bidder is not required to obtain Citrus County right-of-way utilization permits. However, the Successful Bidder is required to obtain all necessary Citrus County building permits, which must be paid by the Contractor and considered incidental to the construction.
- 37.3 The successful Bidder must obtain and pay for all other federal, state and county permits, licenses and other authorizations required for the performance of the Work, including the

SECTION 002113 (CONT'D)

INSTRUCTIONS TO BIDDERS

cost of all Work performed in compliance with the terms and conditions of such permits, licenses and authorizations, whether incurred by the Successful Bidders or others acting on behalf of the Successful Bidder.

ARTICLE 38 - SPECIAL WARRANTIES

- 38.1 In addition to the standard one-year warranty on materials, equipment and workmanship required under the Bid Documents, there are also Special Warranties which are described in the Bid Documents. Bidders must include in their Bid the cost for such Special Warranties.

ARTICLE 39 - LOCAL PREFERENCE (NOT APPLICABLE)

- 39.1 Citrus County's Ordinance No. 2008-04 stipulates that preferences must be given to local business for certain purchases of commodities and services. Local business means a vendor or contractor who has paid its local business tax to the County at least six (6) months prior to bid or proposed opening date; does business in Citrus County by providing goods, services, or construction; and maintains a physical business address located within the jurisdictional limits of Citrus County in an area zoned for the conduct of such business from which the vendor or contractor operates or performs business on a day-to-day basis. Post office boxes do not establish such physical address. There are exceptions to this ordinance. Bidders can obtain more information concerning such by visiting the following website: <http://www.municode.com>
- 39.2 If the differential between the local Bidder's total bid price, and the lowest total bid price submitted, is less than \$10,000, the local Bidder's total price must be reduced by five percent (5%) for determination of award. If the five percent (5%) reduction results in the local Bidder's total bid price being the lowest price, then award must be made to the local Bidder at their total bid price as submitted in their Bid, provided the local Bidder is responsive and responsible.
- 39.3 This Section does not apply if the Project for this Invitation to Bid is being funded in whole or in part through a State or Federal Grant and the grant prohibits Local Preference.

ARTICLE 40 - FINANCIAL STRENGTH OF THE SUCCESSFUL BIDDER

- 40.1 Prior to award of a contract, the Owner reserves the right to request financial information from the Successful Bidder to assist in review of that Bidder's qualifications and capabilities. Financial information provided must be for the current and previous two years, to include, but not be limited to a financial statement prepared by a Certified Public Accountant (i.e., balance sheet and income and cash flow statements) or a Supplier Qualifier Report prepared by Dun & Bradstreet.

ARTICLE 41 - PROTESTS

- 41.1 Bidders with a direct financial interest with this solicitation who have been adversely affected by the Owner's decision concerning the selection, recommendation, or contract

SECTION 002113 (CONT'D)

INSTRUCTIONS TO BIDDERS

award, may file a formal written protest indicating the Invitation to Bid number, the name of the project, and the reason(s) for protest, to the Department of Management & Budget, Attn: Erin Dohren, 3600 W. Sovereign Path, Suite 266, Lecanto, Florida 34461. Upon receipt, the Department of Management & Budget will review the protest in conjunction with the Owner's Administrator and/or Attorney.

- 41.2 Any bid/proposal award recommendation may be challenged on the grounds of material irregularities in the procurement procedure or in the scoring of the bid/proposal. Any person who submits a bid/proposal, but is not recommended for award of the contract, may protest such decision in strict compliance with this section. Failure to follow the Solicitation Protest Procedures within the time frames prescribed herein must constitute a waiver of such protest and any resulting claims.
- 41.3 Notice of Intent to File a Protest. Any person who wishes to file a protest hereunder must file a Notice of Intent to File a Protest (Notice), in writing, with Department of Management & Budget (DMB), 3600 W. Sovereign Path, Suite 266, Lecanto, Florida 34461, within 72 hours of the public opening for Invitation to Bid (ITB). Such Notice is considered filed when it is received by DMB. A copy of the Notice must also be provided to the apparent best Bidder. The Notice must include the name and address of the protester, Owner bid number and title, the grounds upon which it is based, and must clearly indicate it is a Notice of Intent to File a Protest.
- 41.4 Formal Protest. Within five (5) business days after the filing of the written Notice of Intent to File a Protest, a formal protest must be filed with DMB. The formal protest is considered filed when it is received by DMB. A copy of the formal protest must also be provided to the apparent best Bidder. The formal protest must include the following:
- 41.4.1 Owner bid number and title.
 - 41.4.2 Name and address of the protester.
 - 41.4.3 Concise statement of the facts alleged and of the rules, regulations, ordinances, statutory or constitutional provision, or other legal authorities entitling the protester to the relief requested.
 - 41.4.4 Specific request for relief to which the protester deems themselves entitled.
 - 41.4.4 Any other relevant information that the protester deems to be material to the protest.
- 41.5 Protest Bond. Each formal protest must be accompanied by a protest bond in the form of a certified check, cashier's check, or money order made payable to Citrus County, Florida, in an amount not less than five percent (5%) of the protester's bid submitted to the Owner. If the protester prevails, the bond must be returned to the protester. However, if after completion of the Solicitation Protest Procedures Owner denies the protest; the bond must be forfeited to Owner.
- 41.6 Stay of Procurement. Once a formal protest is timely filed, DMB must stay the award of the contract unless the Owner's Administrator determines that delaying the award of the contract will adversely impact substantial interests of the Owner.

SECTION 002113 (CONT'D)

INSTRUCTIONS TO BIDDERS

- 41.7 Review of Protest by DMB. Within ten (10) business days of the filing of the formal protest, the DMB Director must issue a written determination, including the rationale for reaching such a determination. The written determination must also inform the protester of his/her right to appeal the DMB Director's decision to the Owner's Administrator.
- 41.8 Appeal of DMB Determination. The protester may appeal the DMB Director's determination, in writing, to the Owner's Administrator no later than five (5) business days after receipt of the DMB Director's determination.
- 41.9 Final Determination of Owner's Administrator. Within seven (7) business days of the filing of the appeal, the Owner's Administrator, upon consulting with the Owner's Attorney, must issue a final determination. The decision of the Owner's Administrator will be final.

ARTICLE 42 - SOLICITATION OR AWARDS IN VIOLATION OF LAW

- 42.1 If prior to Award it is determined that this Invitation to Bid or proposed Award is in violation of law, then this Invitation to Bid or Award must be cancelled or revised to comply with the law.
- 42.2 If after Award it is determined that this Invitation to Bid or the Award is in violation of law, then the Award may be ratified and affirmed, provided it is determined that doing so is in the best interest of the Owner, or the Award may be terminated.

ARTICLE 43 - CONFLICT OF INTEREST

- 43.1 Bidders must disclose with their Bid the name of any officer, director, employee, or other agent who is also an employee of the Owner. Bidders must also disclose the name of any employee of Owner who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder's business or its affiliates.
- 43.2 Any Bidder, or their proposed sub-contractor or major equipment/material supplier, who is currently involved in a contract with the Owner or who believes that it may have a potential or actual conflict of interest regarding this solicitation is required to submit such information with their Bid, which must include sufficient details regarding the actual or potential Conflict of Interest to allow the Owner to evaluate the submittal, including but not limited to existing Work being performed under a current contract(s) and the Work to be performed under an Agreement awarded pursuant to this Invitation to Bid. Failure to do so may result in an adverse determination by the Owner. The Owner also reserves the right to request additional information, if deemed necessary.
- 43.3 Owner will determine whether Bidder or their proposed sub-contractors or major equipment/material suppliers have a conflict of interest which will interfere with the Bidder's ability to perform the Work outlined in this Invitation to Bid, and notify Bidder of the determination.

SECTION 002113 (CONT'D)

INSTRUCTIONS TO BIDDERS

- 43.4 The Bidder, its employees, and proposed sub-contractors and major equipment/material suppliers are prohibited from entering into any contract with the Owner or any other governmental entity during the term of the Contract that would create a conflict of interest or the appearance of a conflict of interest with the Work noted in this Invitation to Bid, without the prior written notification to Owner.

ARTICLE 44 - PUBLIC RECORDS ACT

- 44.1 Bidders should make themselves familiar with Chapter 119 of the Florida Statutes concerning availability of public records. Section 119.071, Florida Statutes was amended to provide that sealed bids, proposals, or replies received by a Florida public agency must remain exempt from disclosure until an intended decision is announced or until 30 days from the opening, whichever is earlier. This means that bidders will not be able to procure a copy of their competitor's bids until the Contract is awarded or 30 days has elapsed since the time of the bid opening. Thereafter, Bid Documents may be viewed during normal business hours (Monday through Friday; 8:00 AM to 5:00 PM) at 3600 W. Sovereign Path, Suite 283, Lecanto, Florida.
- 44.2 Florida law generously defines what constitutes a public record and under Chapter 119 of the Florida Statutes, all Bids are to be made available by County for viewing by the general public. If a Bidder believes that their Bid contains information that should not be a public record, the Bidder must clearly segregate and mark that information as **"Confidential"** and describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption.
- 44.3 Any documents given to the Successful Bidder as part of performing the Work covered under this Invitation to Bid must not be sold or distributed to third parties without the written consent of County. The Successful Bidder will be required to retain a copy of these documents for a minimum of five (5) years from completion of the Agreement. All documents, papers, letters, e-mails or other material made or received by the Successful Bidder in conjunction with the Work, unless exempt from Section 24(a) of Article I of the Florida Constitution and Section 119.07(1) of the Florida Statutes, must be made available for public access. Should the Successful Bidder refuse to allow such access, County has the unilateral right to cancel the Award.
- 44.4 Bidders should consult an attorney as to their duties under the records and information laws (Section 257.36 of the Florida Statutes) and public records laws (Chapter 119 of the Florida Statutes) of the State of Florida. Significant judicial sanctions can be imposed for violation of these Statutes.

ARTICLE 45 - AVAILABILITY OF LANDS FOR WORK

- 45.1 The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by Contractor in performing the Work are identified in the Bid Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by Contractor. Contractor must not store equipment or material on private property which

SECTION 002113 (CONT'D)

INSTRUCTIONS TO BIDDERS

is within project limits. Easement for permanent structures or permanent changes in existing structures is to be obtained and paid for by Owner unless otherwise provided in the Bid Documents.

- 45.2 Bidders are instructed to fully acquaint themselves with the status of easement acquisitions by the Owner at the time of submission of their Bid and the possibility of the acquisition of the parcels remaining to be acquired, if any. The Successful Bidder must be responsible for the sequencing and scheduling of their work to delay schedule impacts caused by un-acquired easements so as not to interfere with the progress of the Work in other areas of the Project. The Owner must not be liable for any damage that may occur to the Successful Bidder for any and all delays through the delay of the Owner in securing the necessary rights-of-ways. Owner agrees that it must make every effort to acquire required easements with all speed and diligence possible.

ARTICLE 46 - TAXES

- 46.1 Bidders are responsible for the payment of all applicable sales, consumer, use and other similar taxes as required by law and must have such incorporated into their Total Bid Amount.

ARTICLE 47 - LOBBYING

- 47.1 Bidders must not lobby any Owner or State Agency on any aspect of this Invitation to Bid during the solicitation process (i.e. from the time this Invitation to Bid is advertised to execution of an Agreement).
- 47.2 If awarded a contract, the Successful Bidder must be prohibited from using any of the funds appropriated for this project for lobbying purposes of any sort.

ARTICLE 48 - COMPLIANCE WITH LAWS

- 48.1 Bidders must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of Local, State and Federal agencies having jurisdiction and authority. These laws, must include, but not be limited to, Chapter 287, Florida Statutes, the Uniform Commercial Code, the Immigration and Nationalization Act, the Americans with Disabilities Act, the United States Occupational Safety and Health Act, the United States Environmental Protection Agency, the State of Florida Department of Environmental Protection, Florida Department of Transportation, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, sexual orientation, gender identity, or expression, or veteran's status.
- 48.1.1 The Contractor must comply with new OSHA Rule (29 CFR Part 1926) CRANES AND DERRICKS IN CONSTRUCTION.

SECTION 002113 (CONT'D)

INSTRUCTIONS TO BIDDERS

- 48.1.2 The successful bidder must comply with the Jessica Lunsford Act (F.S. Section 1012.465) for any work to be performed on Citrus County School Board Property.
- 48.1.3 It must be the Contractors responsibility to obtain and comply with a Standard Gopher Tortoise Relocation Permit, or exemption from the Florida Fish and Wildlife Conservation Commission, pursuant to Rules 68A-9.002, 68A-25.002 and 68A-27.004, F.A.C. Contractor must submit a Gopher Tortoise Inspection Report performed by a certified inspector to the County before starting work; the cost of this report is incidental to the contract.

ARTICLE 49 - DISCRIMINATION

- 49.1 Bidders must not discriminate on the basis of race, color, sex, age, national origin, religion, and disability or handicap in accordance with the Provisions of: (a) Title VII of the Civil Rights Act of 1964, as amended, (b) 42 U.S.C. §2000 et seq., (c) the Florida Civil Rights Act of 1992, as amended, §760.10 et seq., Fla. Stat., (d) 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375, (e) 49 CFR 23 and 49 CFR 26 for Disadvantaged Business Enterprises, and (f) any other Federal and State discrimination statutes.

Furthermore, Bidders, or their affiliates, who have been placed on the discriminatory vendor list may not perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with a public entity. By submitting a Bid in response to this solicitation, Bidders are certifying that they are not subject to this restriction.

ARTICLE 50 - DRUG FREE WORKPLACE

- 50.1 The Owner has a "zero tolerance" policy concerning the use of drugs and alcohol in the workplace. The Successful Respondent will be required to comply with such policy and ensure that its employees and the employees of its sub-contractors follow and comply with such policy.

ARTICLE 51 - AMERICANS WITH DISABILITIES ACT

- 51.1 The Successful Bidder must comply with all the requirements imposed by the Americans with Disabilities Act of 1990 (42 U.S.C. §12102, et. seq.).

ARTICLE 52 - CLEAN AIR AND WATER ACT

- 52.1 The Successful Bidder must comply with all applicable standards and requirements issued under Section 306 of the Clean Air Act (42 U.S.C. §1857(h)), Section 508 of the Clean Water Act (33 U.S.C. §1368) and Executive Order 11738.

ARTICLE 53 - PUBLIC ENTITY CRIME

- 53.1 Bidders, or their affiliates, who have been placed on the convicted vendor list following a conviction for a public entity crime may not perform work as a contractor, supplier, sub-

SECTION 002113 (CONT'D)

INSTRUCTIONS TO BIDDERS

contractor, or consultant under a contract with a public entity, and may not transact business with a public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for a Category Two, for a period of thirty-six months from the date of being placed on the convicted vendor list. By submitting a Bid in response to this solicitation, Bidders are certifying that they are not subject to this restriction.

ARTICLE 54 - ROADWAY AND AIRPORT CONSTRUCTION PROJECTS (NON-APPLICABLE)

54.1 For roadway and airport construction projects which are partially or fully funded by grants from the United States Department of Transportation and the United States Federal Aviation Administration, the Successful Bidder must comply with the following regulations:

1. Standards and requirements issued under Section 306 of the Clean Air Act (42 U.S.C. §1857(h), et seq.), Section 508 of the Clean Water Act (33 U.S.C. §1368, et seq.), and Executive Order 11738.
2. Copeland "Anti-Kick Back" Act (18 U.S.C. §874.1, et seq.).
3. Section 47112 of Title 49, United States Code whereby preference must be given in the employment of labor (except in executive, administrative, and supervisory positions) to honorably discharged Vietnam-era veterans and disabled veterans, provided such individuals are available and qualified to perform the work to which the employment relates.
4. Davis-Bacon Act (40 U.S.C. §276(a) through 276a-5, et seq.).
5. Federal Fair Labor Standards Act (29 U.S.C. §201, et seq.).
6. Title 29, CFR, Part 5 and Contract Work Hours and Safety Standards Act (40 U.S.C. §327-330, et seq.), Sections 103 and 107.
7. Title 49, CFR, Part 20; restrictions utilizing project funding for lobbying purposes.
8. Title 41, CFR, Part 60 and Executive Orders 11246 and 11375 dealing with Equal Employment Opportunity.
9. Americans with Disabilities Act of 1990 (42 U.S.C. §12102, et seq.)
10. Title 49, CFR, Part 29 and the Drug-Free Workplace Act of 1988 (41 U.S.C. §702 through 706, et seq.).
11. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d through d-4 et seq.), and regulations of the Federal Department of Transportation, issued there under.
12. Title VII of the Civil rights Act of 1968 (42 U.S.C. §3601 et seq.)
13. Florida Civil Rights Act of 1992 (760.10 et seq.)

SECTION 002113 (CONT'D)

INSTRUCTIONS TO BIDDERS

14. Age Discrimination Act of 1975 (42 U.S.C. §6101, et seq.), Title 49, CFR, Part 21, and Title 49, CFR, Part 23
15. Title 49, CFR, Part 26(3) (a) - Disadvantaged Business Enterprises (DBE).
16. Title 49, CFR, Part 27 - Nondiscrimination on the basis of handicap.
- 54.2 The Successful Bidder must perform appropriate checks to assure that sub-contractors utilized in the performance of the Work have not been suspended, debarred, or voluntarily excluded from doing business with any U. S. Department of Transportation element or that they appear on the U. S. Department of Transportation Unified List.
- 54.3 The Successful Bidder must submit to Owner, or Owner's Engineer, weekly payroll records and statements of compliance with Federal labor and civil rights requirements, in accordance with Advisory Circulars 150/5100-6 and 150/5100-15.
- 54.4 Bidders are to complete Section 004549 to verify that they will comply with the "Buy American" requirements. The Successful Bidder, or its sub-contractors, must not acquire any steel or manufactured products produced outside the United States to be used for the Work, unless Owner is given approval otherwise from the U. S. Department of Transportation Federal Aviation Administration. This requirement is in compliance with the Buy American Clause - Steel and Manufactured Products (JAN 1991)
 - 54.4.1 The Aviation Safety and Capacity Expansion Act of 1990 provides that preference be given to steel and manufactured products produced in the United States when funds are expended pursuant to a grant issued under the Airport Improvement Program. The following terms apply:
 - a. Steel and Manufactured Products: As used in this clause, steel and manufactured products include (1) steel produced in the United States or (2) a manufactured product produced in the United States, if the cost of its components mined, produced or manufactured in the United States exceeds 60 percent of the cost of all its components and final assembly has taken place in the United States. Components of foreign origin of the same class or kind as the products referred to in must be treated as domestic.
 - b. Components: As used in this clause, components mean those articles, materials, and supplies incorporated directly into steel and manufactured products.
 - c. Cost of Components: This means the costs for production of the components, exclusive of final assembly labor costs.
 - 54.4.2 The successful Bidder must be required to assure that only domestic steel and manufactured products must be used by the Contractor, subcontractors, material suppliers, and suppliers in the performance of this Contract, except those:

SECTION 002113 (CONT'D)

INSTRUCTIONS TO BIDDERS

- a. that the United States Department of Transportation has determined, under the Aviation Safety and Capacity Expansion Act of 1990, are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality;
- b. that the United States Department of Transportation has determined, under the Aviation Safety and Capacity Expansion Act of 1990, that domestic preference would be inconsistent with the public interest; or
- c. that inclusion of domestic material will increase the cost of the overall Project Contract by more than 25 percent.

- 54.5 Bidders are to complete Section 004533 and/or Section 004550 (Federal) to certify that they do not have segregated facilities. The Successful Bidder must not discriminate against any employee or applicant for employment because of race, color, sex, age, creed, or national origin. The Successful Bidder will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, creed, color, sex, or national origin. Such action must 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 Successful Bidder will be required to insert the above in all of their contracts with sub-contractors involved in the Work, except sub-contracts for standard commercial supplies or raw materials. Furthermore, the Successful Bidder will be required to post, in conspicuous places available to employees and applicants for employment for the Project, notices setting forth the above provisions concerning nondiscrimination.

- 54.6 Bidders must certify by completing Section 004519 and/or 004547 (Federal), that they have not paid any person or lobbied any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of a contract for the Project covered under this solicitation.

The Successful Bidder will be required to insert the above in all of their contracts with sub-contractors, at all tiers, involved in the Work and they must certify and disclose accordingly.

- 54.7 The Successful Bidder, or their sub-contractors, must not enter into any contract, sub-contract, or arrangement in connection with the Work, or any property included or planned to be included in the Project, in which any member, officer, or employee of the Successful Bidder, or its sub-contractors, during their tenure or for two years thereafter, has any interest, direct or indirect, in this contract or the proceeds thereof. The Successful Bidder must insert the following provision into each of their sub-contracts:

"No member, officer, or employee of the Bidder, or its sub-contractors, during their tenure or for two years thereafter, has any interest, direct or indirect, in this contract or the proceeds thereof."

SECTION 002113 (CONT'D)

INSTRUCTIONS TO BIDDERS

- 54.8 Bidders are to complete Section 004548, to show their intent concerning the utilization of disadvantaged business enterprises. The Successful Bidder must ensure that Disadvantaged Business Enterprises, as defined in 49 CFR Part 26, as amended, have the maximum opportunity to compete for and perform sub-contracts in support of the Work. The Successful Bidder must not discriminate on the basis of race, color, national origin or sex in the award of sub-contracts. Furthermore, the Successful Bidder will endeavor to assist Owner in meeting certain DBE goals, as established with the U. S. Department of Transportation.
- 54.9 The Successful Bidder must indemnify, defend and hold harmless the Florida Department of Transportation and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Successful Bidder, its agents, or employees. The Successful Bidder must not be liable for any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act of the Florida Department of Transportation, or any of its officers, agents, or employees.
- 54.10 The Successful Bidder has advised Owner that none of their employees, officers, or employees of any affiliate, have been placed on the convicted vendor list as a result of a conviction for a public entity crime, as stipulated in Section 287.017 of the Florida Statutes.
- 54.11 The Successful Bidder must retain a copy of all documents generated as a result of the performance of the Work for a minimum of five (5) years from completion of the Project. All documents, papers, letters, e-mails or other material made or received by Bidder in conjunction with the Contract, unless exempt, as outlined in Section 24(a) of Article I of the Florida Constitution and Section 119.07(1) of the Florida Statutes, must be made available for public access.
- 54.12 The Successful Bidder must pay to skilled and unskilled labor minimum rates of pay in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5) as predetermined by the Secretary of Labor.
- 54.13 The Successful Bidder must comply with the President's Executive order No. 11246, which prohibits discrimination in employment regarding race, creed, color, sex or national origin.
- 54.13.1 Bidders are to complete, execute and include in their Bid the Equal Opportunity Employment Certification - Section 004536. When a determination has been made as to award, the Successful Bidder must, prior to award, after award or both, furnish such other pertinent information regarding his own employment policies and practices as well as those of his proposed subcontractors as the Florida Department of Transportation, the Secretary of Labor, or the Owner may require. All such information must be required of any subcontractor hired by the Successful Bidder.
- 54.13.2 All Equal Employment Opportunity requirements must be included in all non-exempt sub-contracts entered into by the Successful Bidder. Sub-contracts entered into by the Successful Bidder must also include all other applicable labor provisions. No sub-contract must be awarded to any non-complying sub-contractor. Additionally, the

SECTION 002113 (CONT'D)

INSTRUCTIONS TO BIDDERS

Successful Bidder must insert in each of their sub-contracts a clause requiring the sub-contractors to include these provisions in any lower tier sub-contracts that may in turn be made.

- 54.13.3 Bidders must comply with all state laws, local ordinances, except that any preferential consideration of local in-state bidders is NOT allowed.
- 54.13.4 E-Verify "Verification of Employment Status" - The Contractor must utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of all persons employed by the Contractor during the term of the Contract to perform employment duties within Florida and all persons, including subcontractors, assigned by the Contractor to perform work pursuant to the Contract with the County.
- 54.13.5 In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised, monitoring procedures may include, but not be limited to, on-site visits by the County staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the CONTRACTOR agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the County. In the event the County determines that a limited scope audit of the CONTRACTOR is appropriate, the CONTRACTOR agrees to comply with any additional instructions provided by the County staff to the CONTRACTOR regarding such audit. The CONTRACTOR further agrees to comply and cooperate with any inspectors, reviews, investigations, or audits deemed necessary by the COUNTY's Office of the Inspector General, the Chief Financial Officer (CFO) or Auditor General.

ARTICLE 55 - PROJECT SPECIFIC REQUIREMENTS

- 55.1 All existing asphalt must be salvaged by the CONTRACTOR as milled material. All milled material within the project limits must become property of Citrus County. Milled material from the project must be used by the CONTRACTOR for driveway maintenance during the duration of the project. Any and all remaining milled material not used for driveway maintenance must become property of Citrus County, and the CONTRACTOR is responsible for delivering the remaining material to Citrus County Material Storage Yard South Side of CR 490 (Homosassa TR) located Northeast of the Suncoast Trail Bridge
- 55.2 All excess excavated soil (except topsoil or contaminated soils) must become property of Citrus County and will be delivered to Citrus County Solid Waste Facility on SR 44.
- 55.3 No lane may be occupied, no closures nor traffic shifts will be allowed on C.R. 491 between the hours of 6:00 a.m. and 9:00 a.m., and between the hours of 1:30 p.m. and 6:00 p.m. A single lane may be closed on C.R. 491 only during active work periods. All requests for lane closures on all roads (including side streets) must be submitted to Citrus County Public Works for approval no less than 14 days prior to the start of the lane closure. Complete road closures must not be permitted on C.R. 491.

SECTION 002113 (CONT'D)

INSTRUCTIONS TO BIDDERS

- 55.4 If the Bidder requests an inspection for conditional or final acceptance and the Bidder is not ready for the inspection, then the Bidder will be back charged for the CEI Consultant and County Personnel's time at the standard county rate (minimum 4 hours).

AECOM Sr. Inspector - \$89/hr.; Inspector - \$83/hr.; Project Administrator - \$157.66/hr. Overtime at a rate 1.5X the stated rates will be charged for time outside of Normal work hours which are 6:30 am to 3:00 pm Monday through Friday. Holiday rate of 2x will be charged for all work on contract Holidays.

County- \$30/hr. per person regular time, \$45/hr. per person overtime and \$60/hr. for Holidays. Normal work hours are 6:30 am to 3:00 pm Monday through Friday.

- 55.5 CONSTRUCTION OF SIGNALIZATION:

Citrus County Engineering and Traffic Control Personnel must be present during any work being performed on the existing or proposed traffic signals. The Bidder must contact and coordinate with the maintaining agency (Citrus County Traffic Department) prior to beginning any work (including construction, modification, and adjustment). The Bidder will be billed the standard county rate for all personnel (minimum 4 hours) at the rates as noted in 55.4, above.

ARTICLE 56 - PENDING PERMITS

- 56.1 NONE

END OF SECTION

**CITRUS COUNTY, FLORIDA
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

ITB # 22-124

**C.R. 491 ROADWAY IMPROVEMENTS
FROM AUDUBON PARK PATH to Horace Allen St.**

SECTION 003100

ADDITIONAL PROJECT INFORMATION & PERMITS

1. The Engineer has relied upon the following information. This information is for general information only and must not be considered a part of the Bid or Contract Documents. Soil Boring Report is for informational purposes only.

LISTING OF INFORMATION

A. Reports and Investigations

Title	Date	Prepared by	Availability
Summary Report of Geotechnical Site Exploration- CR491 West Horace Allen Pond	Jan. 2022	GSE Proj. No 15402	Provided with Bid Documents
Report of a Geotechnical Site Exploration- CR 491 Signal Poles	October 2021	GSE Proj. No 14568D	Provided with Bid Documents
Supplemental Geotechnical Site Exploration- Obrien Pond	July 14, 2021	GSE Proj. No. 14568 C	Provided with Bid Documents
Supplemental Geotechnical Site Exploration- Slope Stability	July 15, 2021	GSE Proj. No. 14568 B	Provided with Bid Documents
Phase 1 Environmental	May 2020	GSE Proj. No. 14568A	Provided with Bid Documents
Summary Report of a Roadway Soil Survey and Geotechnical Site Exploration- CR491 Improvements	May 2020	GSE Proj. No. 14568	Provided with Bid Documents
Environmental Resource Assessment	July 31, 2022	ERC	Provided with Bid Documents

SECTION 003100 (CONT'D)

ADDITIONAL PROJECT INFORMATION & PERMITS

B. Owner Obtained Permits and Utility Relocation Schedules by Others

List of Permits

1. Southwest Florida Water Management District (SWFWMD) Environmental Resource Permit (ERP General Construction) (Permit #833648/43002330.024)- Roadway
2. Southwest Florida Water Management District (SWFWMD) Environmental Resource Permit (ERP General Construction) (Permit #833648/43002330.025)- Reedy Parcel
3. FDEP General Permit for Construction of Water Main Extensions for Public Water Systems (Permit #126383-233-DSGP/02)
4. FDEP General Permit for Construction of a Domestic Wastewater Collection/Transmission System (Permit #CS09-210092-154-DWC/CG)

Details of subject Permits are attached.

2. Utilities: Existing utilities have been shown on the Drawings insofar as information is reasonably available; however, it will be the Contractor's responsibility to identify and verify the location of all existing utilities and preserve as necessary, applicable existing utilities required to be preserved under The Contract, whether shown on the Drawings or not. If utility conflicts are encountered by the Contractor during construction, the Contractor must give sufficient notice to the Utility Owners so that they may make the necessary adjustments. Damage to any utilities which, in the opinion of the Owner and Engineer, is caused by carelessness on the part of the Bidder must be repaired at the Contractor's expense. Any delays ensuing from this damage will be considered as inexcusable and non-compensable.

Utility Work Schedules (UWS)

Utility Work Schedules (UWS) have been submitted by the Utility Agencies/Owners; the Utility Work Schedules received are included as follows, but not limited to:

1. AT&T Distribution
2. Charter Communications
3. Lumen
4. Withlacoochee River Electric Co-Op
5. Zayo Group

The Contractor is responsible for incorporating the UWS timeframes into their proposed project schedule.

3. Permits: The Owner has obtained specific construction permits related to this Work prior to advertising. Copies of these permits are provided in the Appendix of this section. The Bidder must strictly adhere to the specific conditions or requirements of all such permits issued by the governmental unit(s) or agency(ies) having jurisdiction over the Work. Whenever there is a difference in the requirements of a jurisdictional body and these

SECTION 003100 (CONT'D)

ADDITIONAL PROJECT INFORMATION & PERMITS

Specifications, the more stringent must apply.

4. Attached for informational purposes are various Geotechnical Reports for CR 491, provided by GSE on behalf of Citrus County. Said report is provided for prospective bidders for informational purposes only. Reliance on said information is for Citrus County only. Prospective bidders/subcontractors/subconsultants must not assume the information provided is a guarantee of the depth, extent, quality, or character of the material present and are required to visit the site to make their own independent evaluation.
5. For informational purposes only, a preliminary site assessment was provided by ERS, Environmental Consultants, on behalf of Citrus County. Said assessment is provided to prospective bidders for informational purposes only. Reliance on said information is for Citrus County only. Prospective bidders/subcontractors/subconsultants are required to visit the site to make their own independent evaluation.
6. **Gopher Tortoise Relocation:** Permitting, protection, and/or relocation of Gopher Tortoises is the responsibility of the Contractor. Gopher Tortoises have been documented within, or in proximity to, the project area. The Contractor will perform a 100% survey of the project area (defined as all disturbed areas and any lay down areas the contractor intends to use) plus a distance of 25 ft beyond prior to bidding the work and again within 90 days of commencing construction. The survey (aka Gopher Tortoise Inspection Report) must be conducted by an Individual properly licensed to perform such surveys and provided to the County prior to starting any work. The cost of such surveys/inspections is incidental to the Work. It must be the Contractors responsibility to obtain and comply with a Gopher Tortoise Relocation Permit from the Florida Fish and Wildlife Conservation Commission, pursuant to 68A-27.003, FAC and 125.022(5) F.S. Costs for surveys, inspections, permitting, protection, excavation of burrows, and any other associated work must be incidental to the contract. Costs for removal and relocation of gopher tortoises must be paid at the unit cost per tortoise listed on the Bid Form.

Bidders must include and reflect all time associated with gopher tortoise permitting, protection and or relocation in their project schedule.

ITB # 22-124

SECTION 003100 (CONT'D)

ADDITIONAL PROJECT INFORMATION & PERMITS

State of Florida Department of Transportation (FDOT)

**Specific Appropriation 1989A of Senate Bill 2500
Enrolled, Local Transportation Projects**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENTMAY 14 2020
528.470.60
PROGRAM MANAGEMENT
07/19

Citrus County Engineering

FPN: <u>434498 2 54 01</u>	Fund: <u>EM20, LF</u> Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
FPN: _____	Fund: _____ Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
FPN: _____	Fund: _____ Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
County No: <u>02- Citrus</u>	Contract No: <u>G1M59</u>	Vendor No: <u>F596000548021</u>

THIS STATE-FUNDED GRANT AGREEMENT ("Agreement") is entered into on May 28, 2020,

(This date to be entered by DOT only)

by and between the State of Florida Department of Transportation, ("Department"), and Citrus County, Florida, a political subdivision of the State of Florida, ("Recipient"). The

Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

- Authority:** The Department is authorized to enter into this Agreement pursuant to Sections 334.044, 334.044(7), and (select the applicable statutory authority for the program(s) below):
 - ☐ Section 339.2817 Florida Statutes, County Incentive Grant Program (CIGP), (CSFA 55.008)
 - ☐ Section 339.2818 Florida Statutes, Small County Outreach Program (SCOP), (CSFA 55.009)
 - ☐ Section 339.2816 Florida Statutes, Small County Road Assistance Program (SCRAP), (CSFA 55.016)
 - ☐ Section 339.2819 Florida Statutes, Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
 - ☒ Specific Appropriation 1989A of Senate Bill 2500 Enrolled , Local Transportation Projects , (CSFA 55.039)

The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "E", Recipient Resolution**, and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

- Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in the construction, construction administration and CEI of CR 491 from south of Audubon Park Path to Horace Allen Street project, as further described in **Exhibit "A", Project Description and Responsibilities**, attached to and incorporated into this Agreement ("Project"); to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.
- Term of the Agreement, Commencement and Completion of the Project:** This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before 6/30/2025. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT525-010-60
PROGRAM MANAGEMENT
07/19

Recipient shall remain obligated to complete all aspects of the Project identified in **Exhibit "A"** in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.

Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a written Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department.

4. **Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.
5. **Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.
 - a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.
 - b. The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.
 - c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
 - d. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.
6. **Project Cost:**
 - a. The estimated cost of the Project is \$28,200,000.00. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B"**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.
 - b. The Department agrees to participate in the Project cost up to the maximum amount of \$13,300,000.00 and, additionally the Department's participation in the Project shall not exceed n/a% of the total cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.
 - c. The Department's participation in eligible Project costs is subject to, but not limited to:
 - i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
PROGRAM MANAGEMENT
07/19

- ii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
- iii. Department approval of the Project scope and budget at the time appropriation authority becomes available.

7. Compensation and Payment:

- a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in **Exhibit "A"**, and as set forth in the Schedule of Financial Assistance in **Exhibit "B"**.
 - b. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**, Project Description and Responsibilities. Any changes to the deliverables shall require an amendment executed by both parties.
 - c. Invoices shall be submitted no more often than monthly and no less than quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in **Exhibit "A"**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursements. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
 - d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Attachment F – Contract Payment Requirements**.
 - e. Travel expenses are not compensable under this Agreement.
 - f. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.
- ☐ If this box is selected, advance payment is authorized for this Agreement and Exhibit "G", Alternative Advance Payment Financial Provisions is attached and incorporated into this Agreement.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

Recipients receiving financial assistance from the Department should be aware of the following time frames. Inspection and approval of deliverables and costs incurred shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
 PROGRAM MANAGEMENT
 07/19

payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables and costs incurred are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to a Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

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

- g. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- h. **Progress Reports.** Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- i. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- j. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- k. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's financial assistance for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Recipient. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.
- l. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT525-010-60
PROGRAM MANAGEMENT
07/19

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

- m. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation, shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- n. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred prior to issuance of a Notice to Proceed, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved Schedule of Financial Assistance in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

8. General Requirements:

The Recipient shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. The Recipient must obtain written approval from the Department prior to performing itself (through the efforts of its own employees) any aspect of the Project that will be funded under this Agreement.
 - ☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce**. In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- b. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- c. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
- d. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project by the Recipient's contractors and consultants. No funds will be provided for payment of claims or additional work on the Project under this Agreement without the prior written approval of the claim or request for additional work by Department.

9. Contracts of the Recipient

- a. The Department has the right to review and approve any and all third party contracts with respect to the Project before the Recipient executes any contract or obligates itself in any manner requiring the disbursement of Department funds under this Agreement, including consultant or construction contracts or amendments thereto. If the Department exercises this right and the Recipient fails to obtain such approval, the Department may deny payment to the Recipient. The Department may review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties hereto that participation by the Department in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the Recipient complying in full with the provisions of Chapter 287.057 Florida Statutes. The Recipient shall certify to the Department that the purchase of

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
 PROGRAM MANAGEMENT
 07/19

commodities or contractual services has been accomplished in compliance with Chapter 287.057 Florida Statutes. It shall be the sole responsibility of the Recipient to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B"**, or that are not consistent with the Project description and scope of services contained in **Exhibit "A"** must be approved by the Department prior to Recipient execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department.

- c. Participation by the Department in a project that involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

10. Design and Construction Standards and Required Approvals: In the event the Project includes construction the following provisions are incorporated into this Agreement:

- a. The Recipient is responsible for obtaining all permits necessary for the Project.
- b. In the event the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:
 - i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or
 - ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement. The Recipient's use of this option is subject to approval by the Department.
- c. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. For projects that are not located on the Department's right-of-way, the Recipient is not required to hire a contractor prequalified by the Department unless the Department notifies the Recipient prior to letting that they are required to hire a contractor prequalified by the Department.
- d. The Recipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Recipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Recipient staff that meet the requirements of this paragraph, or a combination thereof.
- e. The Recipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project. Notwithstanding any provision of law to the contrary, design services and CEI services may not be

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
PROGRAM MANAGEMENT
07/19

performed by the same entity. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. If any portion of the Project will be located on, under, or over any Department-owned right-of-way, the Department shall review the Project's design plans for compliance with all applicable standards of the Department, as provided in **Exhibit "F", Terms and Conditions of Construction**, which is attached to and incorporated into this Agreement.

- f. The Recipient shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006).
- g. The Recipient will provide copies of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project. The Department will specify the number of copies required and the required format.
- h. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with applicable law.
- i. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.
- j. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit "C", Engineers Certification of Completion**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.
- k. The Recipient shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final inspection.

11. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

- a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☐ shall

☒ shall not

maintain the improvements located on the Department right-of-way made for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the State funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "E"**. This provision will survive termination of this Agreement.

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT525-010-60
PROGRAM MANAGEMENT
07/19

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.
- b. The Recipient, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:
- i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "D"** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
 - ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
 - iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).
 - iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
 PROGRAM MANAGEMENT
 07/19

Florida Department of Transportation
 Office of Comptroller, MS 24
 605 Suwannee Street
 Tallahassee, FL 32399-0405
 Email: FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
 Local Government Audits/342
 111 West Madison Street, Room 401
 Tallahassee, FL 32399-1450
 Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
 - vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.
 - vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
 - viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department, or its designee, DFS or the Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or the Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

13. 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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
 PROGRAM MANAGEMENT
 07/19

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 Recipient 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 subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- g. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

14. Indemnification and Insurance:

- a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.
- b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, 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 Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.
- c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] 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 [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
 PROGRAM MANAGEMENT
 07/19

granted to or exercised by [ENTITY] hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes.

The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] 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."

- d. The Recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants 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"), ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. 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.
- e. If the Recipient elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Recipient may self-insure and proof of self-insurance shall be provided to the Department. If the Recipient elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to 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. Recipient shall, or cause its contractor to 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.
- f. 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 Recipient shall, or cause its contractor to, 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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
 PROGRAM MANAGEMENT
 07/19

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.

- g. 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.

15. Miscellaneous:

- a. In no event shall any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- b. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- c. The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- d. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- e. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- f. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- g. The Department reserves the right to unilaterally terminate this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.
- h. The Recipient 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.
- i. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.
- j. This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

16. Exhibits.

- a. **Exhibits A, B, D, and E, and Attachment F** are attached to and incorporated into this Agreement.
- b. ☒ The Project will involve construction, therefore, **Exhibit "C"**, Engineer's Certification of Compliance is attached and incorporated into this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT525-010-60
PROGRAM MANAGEMENT
07/19

- c. ☐ A portion or all of the Project will utilize the Department's right-of-way and, therefore, **Exhibit F, Terms and Conditions of Construction in Department Right-of-Way**, is attached and incorporated into this Agreement.
- d. ☐ The following Exhibit(s), in addition to those listed in 16.a. and 16.b., are attached and incorporated into this Agreement: _____
- e. **Exhibit and Attachment List**
Exhibit A: Project Description and Responsibilities
Exhibit B: Schedule of Financial Assistance
*Exhibit C: Engineer's Certification of Compliance
Exhibit D: State Financial Assistance (Florida Single Audit Act)
Exhibit E: Recipient Resolution
*Exhibit F: Terms and Conditions of Construction in Department Right-of-Way
*Exhibit G: Alternative Pay Method

Attachment F – Contract Payment Requirements

*Additional Exhibit(s): _____

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

The remainder of this page intentionally left blank.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
PROGRAM MANAGEMENT
07/19

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

RECIPIENT Citrus County, Florida, a political subdivision
of the State of Florida

By: 
Name: Brian J. Coleman
Title: Chairman

STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION

DocuSigned by:
Richard Moss 5/28/2020 | 10:33 AM
By: CADF49BFE530492...
Name: Richard Moss, P.E.
Title: Director of Transportation Development



Legal Review:

DocuSigned by:
Martin Hernandez
By: 873937EFFEC541A...
Name: Martin Hernandez

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT525-010-60
PROGRAM MANAGEMENT
09/17
Page 1 of 2**EXHIBIT "A"****PROJECT DESCRIPTION AND RESPONSIBILITIES**FPN: 434498 2 54 01

This exhibit forms an integral part of the State-Funded Grant Agreement between the State of Florida, Department of Transportation and

Citrus County, Florida, a political subdivision of the State of Florida (the Recipient)

PROJECT LOCATION:

☐ The project is on the National Highway System.

☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: Total length: 1.7MI

PROJECT DESCRIPTION: Construction, construction administration and CEI of CR 491 from south of Audubon Park Path to Horace Allen St. This project consists of widening of a 1.7 mile segment of roadway from a 2-lane rural road to a 4-lane urban road with a 5 foot sidewalk along the east side of the road and 12 foot wide multi-use path along the west side with associated storm water treatment and storage facilities.

SPECIAL CONSIDERATIONS BY RECIPIENT:

All design work on this project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways.

The Agency shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006).

The Agency shall submit the FDOT Vendor Eligibility Check Prior to Contract Award form (Form No. 375-030-91) for consultants/contractors and their subs to comply with the agreement requirements of section 13. Restrictions, Prohibitions, Controls and Labor Provisions. The form can be accessed at the Department's Policy & Process Management site: <https://fms.fdot.gov/Form?sort=name>

The Agency will submit 100% and final design plans (at a minimum) to the Department for review and approval.

The Agency will submit to the Department the project Bid Package to include Specifications, updated construction estimate, draft construction contract and the Agency's Certification Clear Package. All above items must be reviewed, approved and a Notice to Proceed must be issued by the Department prior to any construction related activities, including project advertisement. The Certification Clear Package must include the following items completed and signed by the authorized Agency representative:

- 1.Right of Way Certification Form
- 2.Rail Clear Letter
- 3.Permits Clear Letter
- 4.Utilities Clear/Coordinated Letter
- 5.Consultant's Competitive Negotiations Act (CCNA) Clear Letter (only applicable for CEI)

The Agency shall be responsible for identification and remediation of any hazardous materials and contamination encountered while implementing the project.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
PROGRAM MANAGEMENT
09/17
Page 2 of 2

EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

If at any moment during project implementation it is determined that the approved project schedule cannot be met, the Agency will immediately notify the Department in writing, accompanied by a revised project schedule. Failure to comply with these requirements may be cause for termination of this project agreement and withdrawal of Department funding.

The Agency will provide progress billing invoices with appropriate back-up documentation to the Department on a quarterly basis or sooner. Construction related activities, including project advertisement, conducted prior to Notice to Proceed will not be reimbursed. Invoice payments will be made on a pro-rata basis as a percentage of the state grant funding amount compared to the actual award amount.

The Agency shall be required to notify the Department of any construction changes (change orders) and receive approval from the Department prior to the changes being constructed in order to be reimbursed for the changes.

The Agency shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final inspection.

After the completion of the project, the Agency must submit the final invoice and Exhibit "C," Engineers Certification of Completion" of the project to the Department within 120 days after the completion. Invoices after the 120-day time period may not be paid.

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

Project schedule provided by the County:

- a) Design to be completed by September 30, 2022.
- b) Right-of-Way requirements identified and provided to the Department by July 11, 2022.
- c) Right-of-Way to be certified by July 29, 2022.
- d) Construction contract to be let by December 30, 2022.
- e) Construction to be completed by December 31, 2024.
- f) Agreement expiration date June 30, 2025.

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

SPECIAL CONSIDERATIONS BY DEPARTMENT: Department will issue a Notice to Proceed to the Agency after final execution of this agreement.

Upon receipt of an invoice, the Department will have twenty (20) working days to review and approve the goods and services submitted for payment.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT
EXHIBIT "B"
SCHEDULE OF FINANCIAL ASSISTANCE

525-010-60
PROGRAM MANAGEMENT
09/17
Page 1 of 2

RECIPIENT NAME & BILLING ADDRESS: <u>Citrus County, Florida, a political subdivision of the State of Florida</u> <u>3600 W. Sovereign Path, Ste 241</u> <u>Lecanto, FL 34461</u>	FINANCIAL PROJECT NUMBER: <u>434498 2 54 01</u>

I. PHASE OF WORK by Fiscal Year:	FY 2020	FY	FY	TOTAL
Design- Phase 34	\$ 0.00	\$ 0.00	\$ 0.00	\$0.00
Maximum Department Participation - (Insert Program Name)	% or \$	% or \$	% or \$	% or \$ 0.00
Maximum Department Participation - (Insert Program Name)	% or \$	% or \$	% or \$	% or \$ 0.00
Maximum Department Participation - (Insert Program Name)	% or \$	% or \$	% or \$	% or \$ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	% or \$ 0.00	% or \$ 0.00	% or \$ 0.00	% or \$0.00
In-Kind Contribution	\$	\$	\$	\$ 0.00
Cash	\$	\$	\$	\$ 0.00
Combination In-Kind/Cash	\$	\$	\$	\$ 0.00
Right of Way- Phase 44	\$ 0.00	\$ 0.00	\$ 0.00	\$0.00
Maximum Department Participation - (Insert Program Name)	% or \$	% or \$	% or \$	% or \$ 0.00
Maximum Department Participation - (Insert Program Name)	% or \$	% or \$	% or \$	% or \$ 0.00
Maximum Department Participation - (Insert Program Name)	% or \$	% or \$	% or \$	% or \$ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	% or \$ 0.00	% or \$ 0.00	% or \$ 0.00	% or \$0.00
In-Kind Contribution	\$	\$	\$	\$ 0.00
Cash	\$	\$ 0.00	\$	\$ 0.00
Combination In-Kind/Cash	\$	\$	\$	\$ 0.00
Construction/CEI - Phase 54	\$ 28,200,000.00	\$ 0.00	\$ 0.00	\$28,200,000.00
Maximum Department Participation - (Local Transportation Projects)	% or \$ 13,300,000.00	% or \$	% or \$	% or \$ 13,300,000.00
Maximum Department Participation - (Insert Program Name)	% or \$	% or \$	% or \$	% or \$ 0.00
Maximum Department Participation - (Insert Program Name)	% or \$	% or \$	% or \$	% or \$ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	% or \$ 14,900,000.00	% or \$ 0.00	% or \$ 0.00	% or \$14,900,000.00
In-Kind Contribution	\$	\$	\$	\$ 0.00
Cash	\$ 14,900,000.00	\$	\$	\$ 14,900,000.00
Combination In-Kind/Cash	\$	\$	\$	\$ 0.00

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT
EXHIBIT "B"
SCHEDULE OF FINANCIAL ASSISTANCE

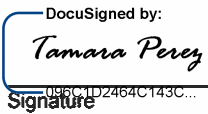
525-010-60
PROGRAM MANAGEMENT
09/17
Page 2 of 2

Insert Phase and Number (if applicable)	\$ 0.00	\$ 0.00	\$ 0.00	\$0.00
Maximum Department Participation - (Insert Program Name)	% or \$	% or \$	% or \$	% or \$ 0.00
Maximum Department Participation - (Insert Program Name)	% or \$	% or \$	% or \$	% or \$ 0.00
Maximum Department Participation - (Insert Program Name)	% or \$	% or \$	% or \$	% or \$ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	% or \$ 0.00	% or \$ 0.00	% or \$ 0.00	% or \$ 0.00
In-Kind Contribution	\$	\$	\$	\$ 0.00
Cash	\$	\$	\$	\$ 0.00
Combination In-Kind/Cash	\$	\$	\$	\$ 0.00
II. TOTAL PROJECT COST:	\$28,200,000.00	\$0.00	\$0.00	\$28,200,000.00

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Tamara Perez
District Grant Manager Name

DocuSigned by:
 5/28/2020 | 10:37 AM EDT
Signature Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
PROGRAM MANAGEMENT
09/17
Page 1 of 1

EXHIBIT "C"

ENGINEER'S CERTIFICATION OF COMPLIANCE

Engineer's Certification of Compliance. The Recipient shall complete and submit the following Notice of Completion and, if applicable, Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

NOTICE OF COMPLETION

STATE-FUNDED GRANT AGREEMENT
Between
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and Citrus County, Florida, a political subdivision of the State of Florida

PROJECT DESCRIPTION: CR 491 from south of Audubon Park Path to Horace Allen St.

FPID#: 434498 2 54 01

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____, 20__.

By: _____

Name: _____

Title: _____

ENGINEER'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification the Recipient shall furnish the Department a set of "as-built" plans certified by the Engineer of Record/CEI.

By: _____ P.E.

SEAL:

Name: _____

Date: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT525-010-60
PROGRAM MANAGEMENT
09/17
Page 1 of 1**EXHIBIT D****STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)****THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:****Awarding Agency:** Florida Department of Transportation**State Project Title
and CSFA
Number:**

- ☐ County Incentive Grant Program (CIGP), (CSFA 55.008)
- ☐ Small County Outreach Program (SCOP), (CSFA 55.009)
- ☐ Small County Road Assistance Program (SCRAP), (CSFA 55.016)
- ☐ Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
- ☒ Specific Appropriation 1989A of Senate Bill 2500 Enrolled, Local Transportation Projects, CSFA 55.039

Award Amount:** \$13,300,000.00The state award amount may change with supplemental agreements**Specific project information for CSFA Number is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:**State Project Compliance Requirements for CSFA Number are provided at:
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

**STATE FUNDED GRANT AGREEMENT
SPECIFIC APPROPRIATION**

EXHIBIT E

RESOLUTION NO. 2020-028

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AUTHORIZING THE CHAIRMAN TO ENTER INTO AN AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR A STATE-FUNDED GRANT AGREEMENT; SPECIFIC APPROPRIATION 1989A OF SENATE BILL 2500 ENROLLED, LOCAL TRANSPORTATION PROJECTS.

WHEREAS, the Board of County Commissioners of Citrus County, Florida, a political Subdivision of the State of Florida, wishes to enter into an agreement with the State of Florida Department of Transportation for a State-Funded Grant Agreement; Specific Appropriation 1989A of Senate Bill 2500 Enrolled, Local Transportation Projects; for the provision of funds to assist in Contract Administration, Construction Engineering Inspection (CA/CEI) and Widening Construction of CR491 from South of Audubon Park Path to Horace Allen St.; and

WHEREAS, the Agreement is for CA/CEI and Widening Construction of the existing two-lane rural travel lanes to a four-lane divided urban roadway of County Road 491 from South of Audubon Park Path to Horace Allen St.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Citrus County, Florida, a political Subdivision of the State of Florida, in regular session this May 12th 2020, as follows:

1. The Chairman of the Board is hereby authorized to enter into an agreement with the Florida Department of Transportation for a State-Funded Grant Agreement; Specific Appropriation 1989A of Senate Bill 2500 Enrolled, Local Transportation Projects for the provision of funds to assist in Contract Administration, Construction Engineering Inspection (CA/CEI) and Widening Construction of CR491 from South of Audubon Park Path to Horace Allen St.
2. The Clerk of the Board is hereby directed to forward a certified copy of this Resolution to the Department of Public Works, Division of Engineering to be attached to and made a part of the State-Funded Grant Agreement; Specific Appropriation 1989A of Senate Bill 2500 Enrolled, Local Transportation Projects Agreement with the Florida Department of Transportation.

ATTEST:


for ANGELA VICK, CLERK



BOARD OF COUNTY COMMISSIONERS
OF CITRUS COUNTY, FLORIDA

BY:


BRIAN J. COLEMAN, CHAIRMAN
BOARD OF COUNTY COMMISSIONERS

APPROVED AS TO FORM FOR THE
RELIANCE OF CITRUS COUNTY ONLY.


DENISE A. DYMOND LYN,
COUNTY ATTORNEY



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT525-010-60
PROGRAM MANAGEMENT
09/19
Page 1 of 1**ATTACHMENT F****CONTRACT PAYMENT REQUIREMENTS****Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts**

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address:

https://www.myfloridacfo.com/Division/AA/Manuals/Auditing/Reference_Guide_For_State_Expenditures.pdf

 Selected Roadway

CR-491
from south of W Audubon Park Path to
W Horace Allen St
Approximately 9,000 Feet / 1.7 Miles

Geographic Information Systems

Prepared By : Kristi Fuller, GISP

Cynthia P. Skelton
Director

Date: March 17, 2020

Source: Enterprise Geodatabase

Map Number: KF001452

[illegible]

City & County shall not be liable for any claims, damages or losses of any kind in connection with the use of this information, including but not limited to, damages



SECTION 003100 (CONT'D)

ADDITIONAL PROJECT INFORMATION & PERMITS

PERMITS

(SEE INSTRUCTIONS TO BIDDERS)

- 1. Southwest Florida Water Management District (SWFWMD) Environmental Resource Permit (ERP General Construction) (Permit #833648/43002330.024)- Roadway**
- 2. Southwest Florida Water Management District (SWFWMD) Environmental Resource Permit (ERP General Construction) (Permit #833648/43002330.025)- Reedy Parcel**
- 3. FDEP General Permit for Construction of Water Main Extensions for Public Water Systems (Permit #126383-233-DSGP/02)**
- 4. FDEP General Permit for Construction of a Domestic Wastewater Collection/Transmission System (Permit #CS09-210092-154-DWC/CG)**

ADDITIONAL PROJECT INFORMATION & PERMITS

**UTILITY WORK SCHEDULES
(UWS)**

- 1. AT&T Distribution**
- 2. Charter Communications**
- 3. Lumen**
- 4. Withlacoochee River Electric Co-Op**
- 5. Zayo Group**

ITB # 22-124

SECTION 003100 (CONT'D)

ADDITIONAL PROJECT INFORMATION & PERMITS

END OF SECTION

**CITRUS COUNTY, FLORIDA
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

ITB # 22-124

**C.R. 491 ROADWAY IMPROVEMENTS
FROM AUDUBON PARK PATH to Horace Allen St.**

SECTION 003116

PROJECT BUDGET INFORMATION

Engineer's Cost Opinion Summary

"C.R. 491 ROADWAY IMPROVEMENTS"	<u>\$26,200,200.00</u>
UTILITIES CONSTRUCTION	\$ <u>5,381,000.00</u>

END OF SECTION

**CITRUS COUNTY, FLORIDA
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

ITB # 22-124

**C.R. 491 ROADWAY IMPROVEMENTS
FROM AUDUBON PARK PATH to Horace Allen St.**

BIDDER'S NAME: _____

SECTION 004143

BID FORM

NOTE TO BIDDER: Use ink or a typewriter for completing this Bid Form.

BID NO.: ITB #22-124

We, _____
(Bidder's Name)

of _____
(Bidder's Mailing Address)

hereby submit a Bid to Owner for the following project:

**PROJECT TITLE: CITRUS COUNTY, FLORIDA
ITB #22-124
C.R. 491 ROADWAY IMPROVEMENTS
FROM AUDUBON PARK PATH to HORACE ALLEN ST.**

_____ Our Bid is in compliance with all specifications.

_____ Our Bid is in compliance with all specifications with the exception of:

BIDDER'S NAME: _____

SECTION 004143 (CONT'D)

BID FORM

SUBMIT AN ELECTRONIC FILE AND TITLE BID SUBMITTAL TO INDICATE "22-124" AND "YOUR COMPANY NAME"

Electronic Bids are to be submitted **on or before July 14, 2023, at 2:00 pm**. Eastern Daylight Time. It is the sole responsibility of the Bidder to ensure that their Bid submittal is submitted through VendorLink no later than the time and date specified in the Solicitation or subsequent addenda."

BIDDER'S DECLARATION AND UNDERSTANDING:

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this Bid are those named herein, that this Bid is, in all respects, fair and without fraud, that it is made without collusion with any official of the Owner, and that the Bid is made without any connection of collusion with any person submitting another Bid on this Contract.

The Bidder further agrees that they have exercised their own judgment regarding the interpretation of subsurface information and have utilized all data which they believe is pertinent from the Engineer, Owner, and other sources in arriving at their conclusions.

The Bidder understands and agrees that if a Contract is awarded, the Owner may elect to award all schedules under one Contract, separately, or in any combination that best serves the interests of the Owner.

The Bidder further declares that they have carefully examined the Contract Documents for the project, that they have personally inspected the site, that they have satisfied themselves as to the quantities involved, including materials and equipment, and conditions of work involved, including the fact that the description of Work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the Contract Documents, and that this Bid is made according to the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Bid.

CONTRACT EXECUTION AND BONDS:

The Bidder agrees that if their Bid is accepted, they will, within 10 calendar days after notice of award, deliver to the Owner the Performance Bond and Payment Bond required herein, and will, to the extent of their Bid, furnish all materials, equipment, machinery, tools, apparatus, labor and anything else required to complete all work as specified or indicated in the Contract Documents.

BID SECURITY:

The Bidder has furnished with their Bid a Bid Security in the amount of 5% of their Bid amount, as specified in the Invitation to Bid in the form of a Bid Bond, certified check or cashier's check,

ITB # 22-124

BIDDER'S NAME: _____

SECTION 004143 (CONT'D)

BID FORM

made out to Citrus County Board of County Commissioners, in the amount of 5% of the Bidder's Bid. If Bidder is submitting a Bid Bond, such Bond must be an original signed and sealed by the Bidder's surety company's agent who has Power of Attorney.

CERTIFICATES OF INSURANCE:

The Bidder agrees to furnish certificates of insurance with their Bid, as specified in the Invitation to Bid. Furthermore, should Bidder be required to procure additional insurance to meet Owner's minimum insurance requirements, Bidder has factored the cost for such additional insurance into their Bid Price.

Once ALL paperwork is completed and received by County, an email will be sent to contractor requesting online registration with myCOI. It is critical that County is provided with an accurate email address. The cost to register is \$19.95 and a credit/debit card will be needed. Part of the registration process includes providing contact information for Consultant's insurance agent(s), which will be needed at the time of registration. Once registered, an email will be sent to the insurance agent(s) requesting them to upload a current Certificate of Insurance (COI) directly into the myCOI website. Certificates of Insurance cannot be mailed, emailed, or faxed to County. Consultant will not be allowed to begin work and no payments will be made until registration is completed and a compliant Certificate of Insurance is received from Consultant's agent(s).

BIDDER'S REPRESENTATION AND CERTIFICATION:

Bidder acknowledges that they have executed the Bidder's Representation and Certification Form and have included it with their Bid.

START OF CONSTRUCTION AND CONTRACT COMPLETION TIME:

The Bidder further agrees to begin work within 10 calendar days after the start date set forth in the Notice to Proceed and to reach Substantial Completion within 730 days and Final Completion within 760 days. The Bidder must also comply with specific completion dates and sequences indicated elsewhere in the Contract Documents.

LIQUIDATED DAMAGES:

If the Work covered under this Agreement is not completed within the time allowed as stipulated herein, plus any extensions thereof, County could incur additional expenses. Since these expenses are difficult to prove in a legal or arbitration proceeding to establish the actual loss suffered by County, instead of requiring any such proof, Contractor agrees that as liquidated damages for any delays (but not as a penalty) it shall pay County **nine thousand seven hundred and ninety-three dollars and six cents (\$9,793.06)** for each day that expires after the time specified herein for completion. Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the Work is due to the following, and Contractor has promptly given written notice of such delay to County: (1) to any preference, priority or allocation

ITB # 22-124

BIDDER'S NAME: _____

SECTION 004143 (CONT'D)

BID FORM

order duly issued by County, or (2) to unforeseeable causes beyond the control and without the fault or negligence of Contractor, including but not restricted to, acts of God, or of the public enemy, acts of County, acts of another contractor in the performance of a contract for County, fires, floods, strikes, freight embargoes and abnormal and unforeseeable weather; and (3) to any delays of Subcontractor occasioned by any of the causes specified in (1) and (2) of this Section.

ADDENDA:

The Bidder hereby acknowledges that they have received Addenda No.'s _____, _____, _____, _____, _____, (Bidder must insert No. of each Addendum received) and agrees that all addenda issued are hereby made part of the Contract Documents, and the Bidder further agrees that their Bid Price includes all impacts resulting from said addenda.

SALES AND USE TAXES:

The Bidder agrees that all federal, state, and local sales and use taxes are included in the stated Bid Prices for the work.

NAMED MATERIALS AND MANUFACTURERS:

In the space provided, the Bidder must list as part of their bid Subcontractors and Equipment and Material Suppliers that they propose to utilize for the project. Failure to list this information must be cause for rejection of Bid.

TIE BIDS:

Should there result in a tie bid between two or more Bidders, the following actions must be initiated:

1. Award to Bidder who is a Disadvantaged Business Enterprise as registered with the State of Florida, or
2. Divide the award equally between the tied Bidders, or
3. Draw lots or flip a coin, or
4. Reject all bids and re-solicit the project.

UNIT PRICE WORK:

Bidder agrees to accept as full payment for the work herein, the amounts computed under the provisions of the Contract Documents and based on the following unit price or lump sum amounts, it being expressly understood that these prices represent a true measure of the labor and materials required to perform the Work, including allowances for overhead and profit for each type and unit of work called for in the Contract Documents. Bidder also agrees that total prices listed under Base Bid include all items of work required to complete the project according to the

BIDDER'S NAME: _____

SECTION 004143 (CONT'D)

BID FORM

Drawings and Specifications, whether or not each of these items is included separately on the Bid Form, subject to final adjustment of quantities. If a discrepancy exists between the sum of unit price items and lump sum items compared with the Total Base Bid, the sum of unit price items and lump sum items must be considered the intended bid prices for the Work.

Owner reserves the right to increase or decrease the quantity of any and all Bid items as it deems appropriate. The unit price must remain as accepted at Contract award. If additional quantities are not acceptable, the Bid Form must note "BID IS FOR SPECIFIED QUANTITY ONLY."

BREAKDOWN OF LUMP SUM BID ITEMS:

The Successful Bidder must provide a further cost breakdown of Lump Sum Bid Items for which monthly progress payment are desired. An appropriate breakdown of the Lump Sum Items must be provided by the Successful Bidder after contract award but before the first monthly request for payment. The price breakdown must adequately separate the Lump Sum Items into materials, labor, and equipment of various components of the Work and must be fairly and accurately completed. The successful Bidder must substantiate all costs, if requested by Owner.

ITB # 22-124

BIDDER'S NAME: _____

SECTION 004143 (CONT'D)

BID FORM

BID FORM SUMMARY SHEET
for
C.R. 491 ROADWAY IMPROVEMENTS
FROM AUDUBON PARK PATH to Horace Allen St.

Bid Schedule		AMOUNT
A	CR 491 Roadway Improvements	
B	Utilities Construction	
TOTAL BASE BID		
BID ALTERNATE "A"- Utilities Diesel Pump		
TOTAL BID ALTERNATE "A"		

TOTAL BASE BID:

(In Words)

(In Words)

TOTAL BID ALTERNATE "A": Utilities Diesel Pump

(In Words)

ITB # 22-124

BIDDER'S NAME: _____

SECTION 004143 (CONT'D)**BID FORM**

Bidder hereby agrees to perform all work described in the Contract Document for the following unit or lump sum prices, which must include all material, labor, equipment, transportation, overhead, profit, insurance, (MyCOI registration), applicable taxes and costs of all kinds necessary to complete the work in accordance with the Contract Documents.

Bid Item No.	Description	UNIT	Estimate Quantity	Unit Price (In Words)	Unit Price (In Numbers)	Total Price (In Numbers)
	CR 491 ROADWAY IMPROVEMENTS					
101-1	MOBILIZATION	LS	1			
102-1	MAINTENANCE OF TRAFFIC	LS	1			
102-2-200	SPECIAL DETOUR- TEMPORARY PAVEMENT	SY	11,225			
102-2-300	SPECIAL DETOUR- TEMPORARY EARTHWORK, BASE	CY	1,873			

ITB # 22-124

BIDDER'S NAME: _____

SECTION 004143 (CONT'D)**BID FORM**

Bid Item No.	Description	UNIT	Estimate Quantity	Unit Price (In Words)	Unit Price (In Numbers)	Total Price (In Numbers)
102-60	WORK ZONE SIGN	ED	45,260			
102-61	BUSINESS SIGN	EA	13			
102-71-15	TEMPORARY BARRIER, F&I, ANCHORED	LF	6,063			
102-74-1	CHANNELIZING DEVICE- TYPES I, II, DI, VP, DRUM, OR LCD	ED	535,090			
102-76	ARROW BOARD / ADVANCE WARNING ARROW PANEL	ED	1,460			
102-89-1	TEMPORARY CRASH CUSHION, REDIRECTIVE OPTION	LO	24			

ITB # 22-124

BIDDER'S NAME: _____

SECTION 004143 (CONT'D)**BID FORM**

Bid Item No.	Description	UNIT	Estimate Quantity	Unit Price (In Words)	Unit Price (In Numbers)	Total Price (In Numbers)
102-99	PORTABLE CHANGEABLE MESSAGE SIGN- TEMPORARY	ED	1,460			
104-10-3	SEDIMENT BARRIER	LF	31,440			
104-18	INLET PROTECTION SYSTEM	EA	20			
107-1	LITTER REMOVAL	AC	117.04			
107-2	MOWING	AC	117.04			
110-1-1	CLEARING AND GRUBBING	AC	69.21			

ITB # 22-124

BIDDER'S NAME: _____

SECTION 004143 (CONT'D)**BID FORM**

Bid Item No.	Description	UNIT	Estimate Quantity	Unit Price (In Words)	Unit Price (In Numbers)	Total Price (In Numbers)
110-4-10	REMOVAL OF EXISTING CONCRETE	SY	341			
110-7-1	MAILBOXES (F&I) (SINGLE)	EA	14			
120-1	REGULAR EXCAVATION	CY	233,010.9			
120-4	SUBSOIL EXCAVATION	CY	123,543.2			
120-6	EMBANKMENT	CY	175,218.8			
160-4	TYPE B STABILIZATION	SY	107,692			

ITB # 22-124

BIDDER'S NAME: _____

SECTION 004143 (CONT'D)**BID FORM**

Bid Item No.	Description	UNIT	Estimate Quantity	Unit Price (In Words)	Unit Price (In Numbers)	Total Price (In Numbers)
285-701	OPTIONAL BASE - BASE GROUP 01	SY	4,442			
285-704	OPTIONAL BASE - BASE GROUP 04	SY	9,897			
285-706	OPTIONAL BASE - BASE GROUP 06	SY	77,668			
327-70	MILLING EXISTING ASPHALT PAVEMENT, UNKNOWN DEPTH	SY	41,419			
327-70-1	MILLING EXISTING ASPHALT PAVEMENT, 1" AVG DEPTH	SY	2,387			
327-70-6	MILLING EXISTING ASPHALT PAVEMENT, 1 1/2" AVG DEPTH	SY	6,505			

ITB # 22-124

BIDDER'S NAME: _____

SECTION 004143 (CONT'D)**BID FORM**

Bid Item No.	Description	UNIT	Estimate Quantity	Unit Price (In Words)	Unit Price (In Numbers)	Total Price (In Numbers)
334-1-13	SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC C	TN	10,478.8			
337-7-83	ASPHALTIC CONCRETE FRICTION COURSE, TRAFFIC C, FC-12.5, PG 76-22	TN	7,676.2			
400-0-13	CONCRETE CLASS NS, STEPS	CY	6.0			
415-1-6	REINFORCING STEEL-MISCELLANEOUS	LB	213			
425-1-351	INLETS, CURB, TYPE P-5, < 10'	EA	40			
425-1-361	INLETS, CURB, TYPE P-6, < 10'	EA	6			

ITB # 22-124

BIDDER'S NAME: _____

SECTION 004143 (CONT'D)**BID FORM**

Bid Item No.	Description	UNIT	Estimate Quantity	Unit Price (In Words)	Unit Price (In Numbers)	Total Price (In Numbers)
425-1-451	INLETS, CURB, TYPE J-5, < 10'	EA	10			
425-1-452	INLETS, CURB, TYPE J-5, > 10'	EA	16			
425-1-455	INLETS, CURB, TYPE J-5, PARTIAL	EA	2			
425-1-461	INLETS, CURB, TYPE J-6, < 10'	EA	1			
425-1-462	INLETS, CURB, TYPE J-6, > 10'	EA	3			
425-1-521	INLETS, DT BOT, TYPE C, < 10'	EA	7			

ITB # 22-124

BIDDER'S NAME: _____

SECTION 004143 (CONT'D)**BID FORM**

Bid Item No.	Description	UNIT	Estimate Quantity	Unit Price (In Words)	Unit Price (In Numbers)	Total Price (In Numbers)
425-1-522	INLETS, DT BOT, TYPE C, > 10'	EA	1			
425-1-523	INLETS, DT BOT, TYPE C, JBOT, < 10'	EA	1			
425-1-524	INLETS, DT BOT, TYPE C, JBOT, > 10'	EA	4			
425-1-531	INLETS, DITCH BOTTOM, TYPE C MODIFIED- BACK OF SIDEWALK, <10'	EA	2			
425-1-541	INLETS, DT BOT, TYPE D, < 10'	EA	3			
425-2-61	MANHOLES, P-8, <10'	EA	3			

ITB # 22-124

BIDDER'S NAME: _____

SECTION 004143 (CONT'D)**BID FORM**

Bid Item No.	Description	UNIT	Estimate Quantity	Unit Price (In Words)	Unit Price (In Numbers)	Total Price (In Numbers)
425-2-62	MANHOLES, P-8, >10'	EA	2			
425-2-63	MANHOLES, P-8, PARTIAL	EA	3			
425-2-71	MANHOLES, J-7, < 10'	EA	1			
425-2-91	MANHOLES, J-8, < 10'	EA	5			
425-2-92	MANHOLES, J-8, > 10'	EA	5			
425-2-93	MANHOLES, J-8, PARTIAL	EA	1			

ITB # 22-124

BIDDER'S NAME: _____

SECTION 004143 (CONT'D)**BID FORM**

Bid Item No.	Description	UNIT	Estimate Quantity	Unit Price (In Words)	Unit Price (In Numbers)	Total Price (In Numbers)
425-4	INLETS, ADJUST	EA	2			
425-5	MANHOLE, ADJUST	EA	3			
430-174-118	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18"SD	LF	1,716			
430-174-124	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 24"SD	LF	327			
430-174-136	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 36"SD	LF	60			
430-175-118	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18" S/CD	LF	3,134			

ITB # 22-124

BIDDER'S NAME: _____

SECTION 004143 (CONT'D)**BID FORM**

Bid Item No.	Description	UNIT	Estimate Quantity	Unit Price (In Words)	Unit Price (In Numbers)	Total Price (In Numbers)
430-175-124	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 24" S/CD	LF	3,175			
430-175-130	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 30" S/CD	LF	1,064			
430-175-136	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 36" S/CD	LF	718			
430-175-142	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 42" S/CD	LF	2,035			
430-175-148	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 48" S/CD	LF	2,422			
430-175-230	PIPE CULVERT, OPT MATERIAL, OTHER SHAPE - ELIP/ARCH, 30"S/CD	LF	11			

ITB # 22-124

BIDDER'S NAME: _____

SECTION 004143 (CONT'D)**BID FORM**

Bid Item No.	Description	UNIT	Estimate Quantity	Unit Price (In Words)	Unit Price (In Numbers)	Total Price (In Numbers)
430-175-236	PIPE CULVERT, OPTIONAL MATERIAL, OTHER SHAPE - ELIP/ARCH, 36" S/CD	LF	577			
430-518-100	STRAIGHT CONCRETE ENDWALLS, 18", SINGLE, 0 DEGREES, ROUND	EA	3			
430-830	FILLING AND PLUGGING PIPE- PLACE OUT OF SERVICE	CY	1.0			
430-982-121	MITERED END SECTION, OPTIONAL ROUND, 12" CD	EA	1			
430-982-125	MITERED END SECTION, OPTIONAL ROUND, 18" CD	EA	3			
430-982-129	MITERED END SECTION, OPTIONAL ROUND, 24" CD	EA	4			

ITB # 22-124

BIDDER'S NAME: _____

SECTION 004143 (CONT'D)**BID FORM**

Bid Item No.	Description	UNIT	Estimate Quantity	Unit Price (In Words)	Unit Price (In Numbers)	Total Price (In Numbers)
430-982-138	MITERED END SECTION, OPTIONAL ROUND, 36" CD	EA	2			
430-982-141	MITERED END SECTION, OPTIONAL ROUND, 48" CD	EA	2			
430-984-125	MITERED END SECTION, OPTIONAL ROUND, 18" SD	EA	1			
430-984-129	MITERED END SECTION, OPTIONAL ROUND, 24" SD	EA	2			
430-984-141	MITERED END SECTION, OPTIONAL ROUND, 48" SD	EA	1			
440-1-20	UNDERDRAIN, TYPE II	LF	2,561			

ITB # 22-124

BIDDER'S NAME: _____

SECTION 004143 (CONT'D)**BID FORM**

Bid Item No.	Description	UNIT	Estimate Quantity	Unit Price (In Words)	Unit Price (In Numbers)	Total Price (In Numbers)
440-1-50	UNDERDRAIN, TYPE V	LF	36			
440-73-5	UNDERDRAIN OUTLET PIPE, 12"	LF	101			
515-1-1	PIPE HANDRAIL - GUIDERAIL, STEEL	LF	74			
520-1-7	CONCRETE CURB & GUTTER, TYPE E	LF	12,683			
520-1-10	CONCRETE CURB & GUTTER, TYPE F	LF	19,494			
520-2-4	CONCRETE CURB, TYPE D	LF	1,444			

ITB # 22-124

BIDDER'S NAME: _____

SECTION 004143 (CONT'D)**BID FORM**

Bid Item No.	Description	UNIT	Estimate Quantity	Unit Price (In Words)	Unit Price (In Numbers)	Total Price (In Numbers)
520-3	VALLEY GUTTER - CONCRETE	LF	385			
520-5-41	TRAFFIC SEPARATOR CONCRETE- TYPE IV, 4' WIDE	LF	2,643			
522-1	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK	SY	4,339			
522-2	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	SY	2,935			
527-2	DETECTABLE WARNINGS	SF	2,069			
530-3-3	RIPRAP- RUBBLE, BANK AND SHORE	TN	262.1			

ITB # 22-124

BIDDER'S NAME: _____

SECTION 004143 (CONT'D)**BID FORM**

Bid Item No.	Description	UNIT	Estimate Quantity	Unit Price (In Words)	Unit Price (In Numbers)	Total Price (In Numbers)
550-10-220	FENCING, TYPE B, 5.1-6.0', STANDARD	LF	7,816			
550-10-410	FENCING, WOOD FENCE, 0.0-5.0'	LF	50			
550-10-919	FENCING, SPECIAL, 0.0-5.0', STANDARD	LF	6,401			
550-60-112	FENCE GATE, TYPE A, SINGLE, 6.1-12.0' OPENING	EA	3			
550-60-126	FENCE GATE, TYPE A, DOUBLE, 24.1-30.0' OPENING	EA	2			
550-60-127	FENCE GATE, TYPE A, DOUBLE, GREATER THAN 30' OPENING	EA	1			

ITB # 22-124

BIDDER'S NAME: _____

SECTION 004143 (CONT'D)**BID FORM**

Bid Item No.	Description	UNIT	Estimate Quantity	Unit Price (In Words)	Unit Price (In Numbers)	Total Price (In Numbers)
550-60-212	FENCE GATE, TYPE B, SINGLE, 6.1-12.0' OPENING	EA	1			
550-60-223	FENCE GATE, TYPE B, DOUBLE, 12.1-18.0' OPENING	EA	3			
550-60-227	FENCE GATE, TYPE B, DOUBLE, >30' OPENING	EA	1			
570-1-2	PERFORMANCE TURF, SOD	SY	126,087			
SUB-TOTAL (ROADWAY)						
	SIGNALIZATION					

ITB # 22-124

BIDDER'S NAME: _____

SECTION 004143 (CONT'D)**BID FORM**

Bid Item No.	Description	UNIT	Estimate Quantity	Unit Price (In Words)	Unit Price (In Numbers)	Total Price (In Numbers)
630-2-11	CONDUIT, FURNISH & INSTALL, OPEN TRENCH	LF	6,816			
630-2-12	CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE	LF	60			
632-7-1	SIGNAL CABLE- NEW OR RECONSTRUCTED INTERSECTION, FURNISH & INSTALL	PI	2			
633-1-123	FIBER OPTIC CABLE, F&I, UNDERGROUND, 72 FIBERS	LF	5,566			
633-2-32	FIBER OPTIC TERMINATION	EA	2			
634-4-153	SPAN WIRE ASSEMBLY, F&I, TWO POINT, BOX OR DROP BOX	PI	2			

ITB # 22-124

BIDDER'S NAME: _____

SECTION 004143 (CONT'D)**BID FORM**

Bid Item No.	Description	UNIT	Estimate Quantity	Unit Price (In Words)	Unit Price (In Numbers)	Total Price (In Numbers)
635-2-11	PULL & SPLICE BOX, F&I, 13" x 24" COVER SIZE, POWER	EA	2			
635-2-11	PULL & SPLICE BOX, F&I, 13" x 24" COVER SIZE, SIGNAL	EA	30			
635-2-11	PULL & SPLICE BOX, F&I, 13" x 24" COVER SIZE, SIGN LIGHTING	EA	20			
635-2-11	PULL & SPLICE BOX, F&I, 13" x 24" COVER SIZE, VIDEO	EA	20			
635-2-12	FIBER PULL & SPLICE BOX, F&I, 24X36	EA	2			
639-1-122	ELECTRICAL POWER SERVICE, F&I, UNDERGROUND, METER PURCHASED BY CONTRACTOR	AS	2			

ITB # 22-124

BIDDER'S NAME: _____

SECTION 004143 (CONT'D)**BID FORM**

Bid Item No.	Description	UNIT	Estimate Quantity	Unit Price (In Words)	Unit Price (In Numbers)	Total Price (In Numbers)
639-2-1	ELECTRICAL SERVICE WIRE, FURNISH & INSTALL	LF	219			
639-7-102	ELECTRICAL POWER SERVICE, F&I, SERVICE ENTRANCE POWER PANEL	EA	2			
641-2-18	PRESTRESSED CONCRETE POLE, F&I, TYPE P-8	EA	8			
646-1-11	ALUMINUM SIGNALS POLE, PEDESTAL	EA	9			
646-1-12	ALUMINUM SIGNAL POLE; FURNISH AND INSTALL; PEDESTRIAN DETECTOR POST	AS	6			
650-1-24	VEHICULAR TRAFFIC SIGNAL, FURNISH & INSTALL POLYCARBONATE W/ALUM TOP, 3 SECTION, 1 WAY	AS	16			

ITB # 22-124

BIDDER'S NAME: _____

SECTION 004143 (CONT'D)**BID FORM**

Bid Item No.	Description	UNIT	Estimate Quantity	Unit Price (In Words)	Unit Price (In Numbers)	Total Price (In Numbers)
650-1-26	VEHICULAR TRAFFIC SIGNAL, FURNISH & INSTALL POLYCARBONATE W/ALUM TOP, 4 SECTION, 1 WAY	AS	4			
653-1-11	PEDESTRIAN SIGNAL, FURNISH & INSTALL LED COUNTDOWN, 1 WAY	AS	4			
653-1-12	PEDESTRIAN SIGNAL, FURNISH AND INSTALL, 2 WAY	AS	6			
660-4-11	VEHICLE DETECTION SYSTEM-VIDEO, FURNISH & INSTALL CABINET EQUIPMENT	EA	2			
660-4-12	VEHICLE DETECTION SYSTEM-VIDEO, FURNISH & INSTALL ABOVE GROUND EQUIPMENT	EA	8			
665-1-12	PEDESTRIAN DETECTOR, FURNISH & INSTALL, ACCESSIBLE	EA	16			

ITB # 22-124

BIDDER'S NAME: _____

SECTION 004143 (CONT'D)**BID FORM**

Bid Item No.	Description	UNIT	Estimate Quantity	Unit Price (In Words)	Unit Price (In Numbers)	Total Price (In Numbers)
670-5-111	TRAFFIC CONTROLLER ASSEMBLY, F&I, NEMA, 1 PREEMPTION	EA	2			
685-1-11	UNINTERRUPTIBLE POWER SUPPLY, FURNISH AND INSTALL, LINE INTERACTIVE	EA	2			
700-5-22	INTERNALLY ILLUMINATED SIGN, FURNISH & INSTALL, OVERHEAD MOUNT, 12-18 SF	EA	12			
SUB-TOTAL (SIGNALIZATION)						
	SIGNING & PAVEMENT MARKINGS					
700-1-11	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	AS	57			

ITB # 22-124

BIDDER'S NAME: _____

SECTION 004143 (CONT'D)**BID FORM**

Bid Item No.	Description	UNIT	Estimate Quantity	Unit Price (In Words)	Unit Price (In Numbers)	Total Price (In Numbers)
700-1-12	SINGLE POST SIGN, F&I GROUND MOUNT, 12-20 SF	AS	23			
700-1-13	SINGLE POST SIGN, F&I GROUND MOUNT, 21-30 SF	AS	2			
700-1-60	SINGLE POST SIGN, REMOVE	AS	37			
705-10-1	OBJECT MARKER, TYPE 1	EA	15			
705-10-4	OBJECT MARKER, TYPE 4	EA	12			
705-11-1	DELINEATOR, FLEXIBLE TUBULAR	EA	15			

ITB # 22-124

BIDDER'S NAME: _____

SECTION 004143 (CONT'D)**BID FORM**

Bid Item No.	Description	UNIT	Estimate Quantity	Unit Price (In Words)	Unit Price (In Numbers)	Total Price (In Numbers)
706-1-3	RAISED PAVEMENT MARKER, TYPE B	EA	863			
710-90	PAINTED PAVEMENT MARKINGS, FINAL SURFACE	LS	1			
711-11-102	THERMOPLASTIC, STANDARD, WHITE, SOLID, 8" FOR INTERCHANGE AND URBAN ISLAND	GM	0.691			
711-11-123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK AND ROUNDABOUT	LF	3,491			
711-11-124	THERMOPLASTIC, STANDARD, WHITE, SOLID, 18" FOR DIAGONALS AND CHEVRONS	LF	1,697			
711-11-125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK	LF	2,471			

ITB # 22-124

BIDDER'S NAME: _____

SECTION 004143 (CONT'D)**BID FORM**

Bid Item No.	Description	UNIT	Estimate Quantity	Unit Price (In Words)	Unit Price (In Numbers)	Total Price (In Numbers)
711-11-160	THERMOPLASTIC, STANDARD, WHITE, MESSAGE OR SYMBOL	EA	4			
711-11-170	THERMOPLASTIC, STANDARD, WHITE, ARROW	EA	101			
711-11-180	THERMOPLASTIC, STANDARD, WHITE, YIELD LINE	LF	36			
711-11-224	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 18" FOR DIAGONAL OR CHEVRON	LF	743			
711-11-241	THERMOPLASTIC, STANDARD, YELLOW, 2-4 DOTTED GUIDE LINE /6-10 DOTTED EXTENSION LINE, 6"	GM	0.195			
711-16-101	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6"	GM	4.422			

ITB # 22-124

BIDDER'S NAME: _____

SECTION 004143 (CONT'D)**BID FORM**

Bid Item No.	Description	UNIT	Estimate Quantity	Unit Price (In Words)	Unit Price (In Numbers)	Total Price (In Numbers)
711-16-131	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SKIP, 6",10-30 SKIP OR 3-9 LANE DROP	GM	3.315			
711-16-201	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"	GM	4.885			
711-16-231	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SKIP, 6"	GM	0.068			
SUB-TOTAL (SIGNING AND PAVEMENT MARKINGS)						
900-1	Survey As-builts	LS	1			
900-2	Gopher Tortoise Relocation	LS	1			

ITB # 22-124

BIDDER'S NAME: _____

SECTION 004143 (CONT'D)

BID FORM

Bid Item No.	Description	UNIT	Estimate Quantity	Unit Price (In Words)	Unit Price (In Numbers)	Total Price (In Numbers)
999-999	OWNER CONTINGENCY ALLOWANCE	LS	1	TWO MILLION DOLLARS	2,600,000.00	2,600,000.00
TOTAL BASE BID (ITEMS 101-1 THROUGH 999-999)						

ITB # 22-124

BIDDER'S NAME: _____

SECTION 004143 (CONT'D)**BID FORM**

Bid Item No.	Description	UNIT	Estimate Quantity	Unit Price (In Words)	Unit Price (In Numbers)	Total Price (In Numbers)
	UTILITIES CONSTRUCTION					
U1	Mobilization	LS	1			
U2	Maintenance of Traffic	LS	1			
U3	Utility Contingency Allowance	LS	1	Five Hundred Thousand	500,000.00	500,000.00
U4	8"x8" Wet Tap and Valve - Water	EA	2			
U5	12"x12" Wet Tap and Valve - Water	EA	2			

ITB # 22-124

BIDDER'S NAME: _____

SECTION 004143 (CONT'D)**BID FORM**

Bid Item No.	Description	UNIT	Estimate Quantity	Unit Price (In Words)	Unit Price (In Numbers)	Total Price (In Numbers)
U6	16"x2" Saddle Tap - Water	EA	9			
U7	18" Gate Valve (Inc. Valve Box & Lid) - Water	EA	1			
U8	16" Gate Valve (Inc. Valve Box & Lid) - Water	EA	31			
U9	12" Gate Valve (Inc. Valve Box & Lid) - Water	EA	3			
U10	8" Gate Valve (Inc. Valve Box & Lid) - Water	EA	6			
U11	2" Gate Valve (Inc. Valve Box & Lid) - Water	EA	12			

ITB # 22-124

BIDDER'S NAME: _____

SECTION 004143 (CONT'D)**BID FORM**

Bid Item No.	Description	UNIT	Estimate Quantity	Unit Price (In Words)	Unit Price (In Numbers)	Total Price (In Numbers)
U12	Blow-Off Assembly - 8" Water Main	EA	5			
U13	Blow-Off Assembly - 16" Water Main	EA	1			
U14	Blow-Off Assembly - 18" Water Main	EA	1			
U15	Fire Hydrant Assembly with 6" Gate Valve (Inc. Valve Box & Lid)	EA	10			
U16	8" Line Stop -Water Main	EA	2			
U17	12" Line Stop -Water Main	EA	3			

ITB # 22-124

BIDDER'S NAME: _____

SECTION 004143 (CONT'D)**BID FORM**

Bid Item No.	Description	UNIT	Estimate Quantity	Unit Price (In Words)	Unit Price (In Numbers)	Total Price (In Numbers)
U18	3/4" Water Meter Install - Meter provided by County	EA	1			
U19	5/8" Water Meter Install - Meter provided by County	EA	3			
U20	1" Water Meter	EA	1			
U21	1" RPZ Backflow Prevention Device	EA	1			
U22	1.5" RPZ Backflow Prevention Device	EA	1			
U23	3/4" RPZ Backflow Prevention Device	EA	3			

ITB # 22-124

BIDDER'S NAME: _____

SECTION 004143 (CONT'D)**BID FORM**

Bid Item No.	Description	UNIT	Estimate Quantity	Unit Price (In Words)	Unit Price (In Numbers)	Total Price (In Numbers)
U24	1" Water Connection	LF	126			
U25	2" Water Connection	LF	22			
U26	8" PVC Water Main (DR-18, C905)	LF	417			
U27	12" PVC Water Main (DR-18, C905)	LF	784			
U28	16" DIP Water Main (with Blue Stripe)	LF	7,405			
U29	Air Release Valve - Water Main	EA	4			

ITB # 22-124

BIDDER'S NAME: _____

SECTION 004143 (CONT'D)**BID FORM**

Bid Item No.	Description	UNIT	Estimate Quantity	Unit Price (In Words)	Unit Price (In Numbers)	Total Price (In Numbers)
U30	6" PVC Gravity Sanitary Sewer - Greater than 12' Deep	LF	86			
U31	10" PVC Gravity Sanitary Sewer - Greater than 12' Deep	LF	40			
U32	10" DIP Gravity Sanitary Sewer - Greater than 12' Deep	LF	16			
U33	ARMOROCK Manhole (Inc. Ring and Cover) - Greater than 12' Deep	EA	1			
U34	Adjust Sanitary Sewer Manhole Rim	EA	13			
U35	6" Cleanout - Sanitary Sewer	EA	2			

ITB # 22-124

BIDDER'S NAME: _____

SECTION 004143 (CONT'D)**BID FORM**

Bid Item No.	Description	UNIT	Estimate Quantity	Unit Price (In Words)	Unit Price (In Numbers)	Total Price (In Numbers)
U36	3" PVC Force Main (DR-18, C900)	LF	129			
U37	10" PVC Force Main (DR-18, C900)	LF	146			
U38	12" PVC Force Main (DR-18, C900)	LF	4,062			
U39	14" PVC Force Main (DR-18, C900)	LF	4,946			
U40	8" Gate Valve (Inc. Valve Box & Lid) - Force Main	EA	2			
U41	10" Gate Valve (Inc. Valve Box & Lid) - Force Main	EA	1			

ITB # 22-124

BIDDER'S NAME: _____

SECTION 004143 (CONT'D)**BID FORM**

Bid Item No.	Description	UNIT	Estimate Quantity	Unit Price (In Words)	Unit Price (In Numbers)	Total Price (In Numbers)
U42	12" Gate Valve (Inc. Valve Box & Lid) - Force Main	EA	8			
U43	14" Gate Valve (Inc. Valve Box & Lid) - Force Main	EA	3			
U44	Air Release Valve - Force Main	EA	5			
U45	3" PVC Casing	LF	218			
U46	4" PVC Casing	LF	106			
U47	6" PVC Casing	LF	106			

ITB # 22-124

BIDDER'S NAME: _____

SECTION 004143 (CONT'D)**BID FORM**

Bid Item No.	Description	UNIT	Estimate Quantity	Unit Price (In Words)	Unit Price (In Numbers)	Total Price (In Numbers)
U48	18" Steel Casing Pipe	LF	317			
U49	20" Steel Casing Pipe	LF	125			
U50	24" Steel Casing Pipe	LF	550			
U51	30" Steel Casing Pipe	LF	302			
U52	Blue RPM (for water valve Marking centered on TOC)	EA	51			
U53	Green RPM (for forcemain valve marking centered on TOC)	EA	15			

ITB # 22-124

BIDDER'S NAME: _____

SECTION 004143 (CONT'D)**BID FORM**

Bid Item No.	Description	UNIT	Estimate Quantity	Unit Price (In Words)	Unit Price (In Numbers)	Total Price (In Numbers)
U54	Liftstation	LS	1			
U55	Connection to Ex. MH	EA	3			
U56	Survey As-Builts	LS	1			
U57	Directional Bore	LF	143			
U58	Pipe Grouting	LF	184			
U59	8" FM Pipe Removal	LF	577			

ITB # 22-124

BIDDER'S NAME: _____

SECTION 004143 (CONT'D)

BID FORM

Bid Item No.	Description	UNIT	Estimate Quantity	Unit Price (In Words)	Unit Price (In Numbers)	Total Price (In Numbers)
U60	12" WM Pipe Removal	LF	7,370			
U61	8" WM Pipe Removal	LF	60			
U62	6" FM Pipe Removal	LF	6,720			
TOTAL BASE BID (ITEMS U1 THROUGH U62)						

BIDDER'S NAME: _____

SECTION 004143 (CONT'D)

BID FORM

BIDDER:

The name of the Bidder submitting this Bid is:

doing business at:

(Street, City, State, Zip)

The names of the principal officers of the corporation submitting this Bid, or of the partnership, or of all persons interested in this Bid as principals are as follows:

BIDDER'S NAME: _____

SECTION 004143 (CONT'D)

BID FORM

IF SOLE PROPRIETOR OR PARTNERSHIP

I hereby certify that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same materials, supplies or equipment and is in all respects fair and without collusion or fraud. I hereby agree to abide by all terms and conditions of this bid and certify that I am authorized to sign this bid for the bidder.

IN WITNESS hereto the undersigned has set his (its) hand this _____ day of _____, 20 _____.

(Signature of Bidder)

(Typed/Printed Name of Bidder)

(Title)

(License Number and Type)

(Federal Employer's Identification Number (FEIN))

BIDDER'S NAME: _____

SECTION 004143 (CONT'D)

BID FORM

IF CORPORATION

I hereby certify that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same materials, supplies or equipment and is in all respects fair and without collusion or fraud. I hereby agree to abide by all terms and conditions of this bid and certify that I am authorized to sign this bid for the bidder.

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this _____ day of _____, 20 _____.

(SEAL)

(Name of Corporation)

(State of Incorporation)

(By)

(Title)

(Attest - Secretary)

(License Number and Type)

(Federal Employer's Identification Number (FEIN))

END OF SECTION

**CITRUS COUNTY, FLORIDA
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

ITB # 22-124

**C.R. 491 ROADWAY IMPROVEMENTS
FROM South AUDUBON PARK PATH to Horace Allen St.**

SECTION 004153

SUBCONTRACTOR / SUPPLIER PAGE

Will your company sublet any part of this work? Yes _____ No _____.

If yes, list all proposed subcontractors and suppliers to be used regardless of racial or gender grouping, to include names, addresses, phone numbers, type of work subcontracted (trade), dollar amount of work, and if they are a MINORITY, WOMEN-OWNED OR NON-M/WBE OWNED company. **ALL Subcontractors must be pre-qualified by FDOT for the noted work group.** (Minority Business Enterprise and Women-Owned Business Enterprise contract dollars will be calculated from this sheet to determine if your firm has met the goals of 10% M/WBE contract dollars). If your firm has failed to meet the complete M/WBE goals include your good faith effort documentation with the bid package.

FIRM NAME, ADDRESS & TELEPHONE NO.	<u>Work Group/ TRADE</u>	<u>ESTIMATED DOLLAR AMOUNT</u>	<u>MINORITY, FEMALE OR MAJORITY OWNER</u>
1. _____ _____ _____	_____	_____	_____
2. _____ _____ _____	_____	_____	_____
3. _____ _____ _____	_____	_____	_____
4. _____ _____ _____	_____	_____	_____

Use additional sheets if necessary.

DO NOT LEAVE THIS PAGE BLANK - Failure to complete this page may result in rejection of this Bid as Non-Responsive.

END OF SECTION

**CITRUS COUNTY, FLORIDA
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

ITB # 22-124

**C.R. 491 ROADWAY IMPROVEMENTS
FROM South AUDUBON PARK PATH to Horace Allen St.**

SECTION 004173

CORPORATE AUTHORITY TO EXECUTE DOCUMENTS

I HEREBY CERTIFY that a meeting of the Board of Directors of _____

(Contractor's Corporate Name)

a corporation under the laws of the State of _____, held on the _____ day of _____
_____, 20____, the following resolution was duly passed and adopted:

"RESOLVED, that _____
(Signature of Individual) (Typed Name of Individual)

As _____ of the corporation, is hereby authorized to execute and all
(Title)

documents required to be signed by an officer of the Corporation in order to submit a valid bid,
contract and bond for:

CITRUS COUNTY, FLORIDA

ITB #22-124

**C.R. 491 ROADWAY IMPROVEMENTS
FROM SOUTH AUDUBON PARK PATH to HORACE ALLEN ST.**

SECTION 004173 (CONT'D)

CORPORATE AUTHORITY TO EXECUTE DOCUMENTS

between CITRUS COUNTY, FLORIDA a political subdivision of the State of Florida, and this corporation, and that his execution thereof, attested by the Secretary of the corporation and with corporate seal affixed must be the official act and deed of this corporation."

I FURTHER CERTIFY that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the corporation this _____ day of _____, 20____.

(Corporate Secretary)

(CORPORATE SEAL)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by _____, of _____

(Name of Officer or Agent, Title of Officer or Agent) (Name of Corporation acknowledging)

a _____ corporation, on behalf of the corporation. He/She is
(State or Place of Incorporation)

personally known to me or has produced identification _____
(Type of Identification)

as identification and did/did not take an oath.

(Notary Public)

My Commission Expires: _____

END OF SECTION

**CITRUS COUNTY, FLORIDA
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

ITB # 22-124

**C.R. 491 ROADWAY IMPROVEMENTS
FROM South AUDUBON PARK PATH to Horace Allen St.**

SECTION 004500

BIDDER'S REPRESENTATION AND CERTIFICATION

NAME OF BIDDER: _____

In submitting a Bid, Bidder understands, represents, and certifies the following (if the Bidder cannot so certify to any of following, the Bidder shall submit with its Bid a written explanation of why it cannot do so). If County finds, before or after Award of the Bid that Bidder was not truthful concerning any of the following, County shall have the right to terminate the Award without liability and, at its discretion, to seek damages from Bidder, if damages result to County from such act, in any way whatsoever.

Compliance with Laws: Bidder shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of Local, State and Federal agencies having jurisdiction and authority. These laws, shall include, but not be limited to, Chapter 287, Florida Statutes, the Uniform Commercial Code, the Immigration and Nationalization Act, the Americans with Disabilities Act, the United States Occupational Safety and Health Act, the United States Environmental Protection Agency, the State of Florida Department of Environmental Protection, Code of Federal Regulations and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, sexual orientation, gender identity or expression or veteran's status. Violation of such laws shall be grounds for termination of the Agreement.

Initial_____

Conflict of Interest: Bidder covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner of degree with the performance of the Services covered under this Agreement. Furthermore, Bidder warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Bidder to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Bidder any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Bidder, and its sub-consultants at any tier, certify that they have not entered into any contract, sub-contract, or arrangement in connection with the Project covered under this Agreement, or of any property included or planned to be included in the Project, in which any member, officer, or employee of Bidder or its sub-consultants, during its tenure, or for two years thereafter, has any interest, direct or indirect. Bidder, and its sub-consultants at any tier, shall insert the following provision into each of their contracts and sub-contracts:

"No member, officer, or employee of the sub-consultant, during their tenure or for two years thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof."

Initial_____

SECTION 004500 (CONT'D)

BIDDER'S REPRESENTATION AND CERTIFICATION

Convictions: Bidder has fully informed Owner of all convictions of the firm, its affiliates (as defined in section 287.133(1) (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 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 who were convicted of contract crimes while in the employ of another company.

Initial_____

Debarment: Bidder certifies to the best of their knowledge and belief, that they and their principals 1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Municipal, County, State or Federal department or agency, 2) have not, within a three-year period preceding execution of this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property, 3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated above, 4) have not within a three-year period preceding execution of this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default, and 5) will advise County immediately if their status changes and will provide an explanation for the change in status.

Initial_____

Drug Free Workplace: Bidder certifies that it has a Drug-Free Workplace Program in accordance with the Drug-Free Workplace Act of 1988. (41 U.S.C. 702-706)

Initial_____

Discriminatory Vendor: Bidder certifies that they are not subject to Section 287.134 (2)(a) which specifies that an entity or affiliate who has been placed on the discriminatory vendor list may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not be awarded or perform work as a contractor, supplier, sub-consultant, or consultant under a contract with any public entity, and may not transact business with public entity.

Initial_____

Equal Employment Opportunity: Bidder shall not discriminate on the basis of race, color, sex, sexual orientation, gender identity, age, national origin, religion, and disability or handicap in accordance with the Provisions of: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000 et seq.), Title VII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), Florida Civil Rights Act of 1992 (§ 760.10 et seq.), Title 41 CFR Part 60 for

SECTION 004500 (CONT'D)

BIDDER'S REPRESENTATION AND CERTIFICATION

compliance with Executive Orders 11246 and 11375, Title 49 CFR 23 and Title 49 CFR 26 for Disadvantaged Business Enterprises, Age Discrimination Act of 1975 (42 U.S.C. § 6101, et seq.), Title 49 CFR 21 and Title 49 CFR 23, Nondiscrimination on the basis of handicap, Title 49 CFR 27, Americans with Disabilities Act of 1990 (42 U.S.C. 12102, et. seq.), Federal Fair Labor Standards Act (29 U.S.C. § 201, et seq.), and any other Federal and State discrimination statutes. Bidder shall furnish pertinent information regarding its employment policies and practices as well as those of their proposed sub-consultants as the State of Florida Department of Transportation, the Secretary of Labor, or County may require. The above shall be required of any sub-consultant hired by Bidder. All Equal Employment Opportunity requirements shall be included in all non-exempt sub-contracts entered into by Bidder. Sub-contracts entered into by Bidder shall also include all other applicable labor provisions. No sub-contract shall be awarded to any non-complying sub-consultant. Additionally, Bidder shall insert in its sub-contracts a clause requiring sub-consultants to include these provisions in any lower tier sub-contracts that may in turn be made. Bidder shall comply with all state laws and local ordinances, except that any preferential consideration of local in-state sub-consultants is NOT allowed

Initial_____

E-Verification System: Bidder and its subcontractors shall utilize the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, in accordance with Section 448.095, Florida Statutes, to verify the employment eligibility of: (1) all persons employed by Bidder during the contract term to perform any duties within Florida, and; (2) all persons, including subcontractors, assigned by Coordinating Contractor to perform work pursuant to this Contract. Bidder meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision. Bidder and its subcontractors shall provide County with affidavits stating that they do not employ, contract with, or subcontract with an unauthorized alien. County is obligated to terminate this Agreement upon a good faith belief that Bidder or its subcontractors has knowingly violated Section 448.095, Florida Statutes. E-Verification Identification Number:

_____.

Initial_____

Gopher Tortoise Relocation: Bidder will inspect the Project area for the presence of gopher tortoises/burrows prior to bidding and again prior to work commencing. If necessary, it shall be the Bidder's responsibility to obtain and comply with a Standard Gopher Tortoise Relocation Permit from the Florida Fish and Wildlife Conservation Commission, pursuant to Rules 68A-9.002, and 68A-25.002, F.A.C. Permitting, protection, and/or relocation shall be the responsibility of the Bidder. Costs for inspection, permitting, protection, excavation of burrows, and any other associated work shall be incidental to the contract. Costs for removal and relocation of gopher tortoises shall be paid at the unit cost listed on the Bid Form.

Contractor must submit a Gopher Tortoise Inspection Report, performed by a certified inspector, to the County before starting work; the cost of this report is incidental to the contract.

Initial_____

Immigration and Nationality Act: Bidder shall comply with all immigration laws as outlined in 8 USC § 1324a - Unlawful employment of aliens. County will not intentionally award County contracts to any Bidder who knowingly employs unauthorized Alien workers. Any violation of the employment provisions outlined in the

SECTION 004500 (CONT'D)

BIDDER'S REPRESENTATION AND CERTIFICATION

Immigration and Nationality Act throughout the term of any Agreement with County may result in immediate termination of the Agreement. County will consider the employment of unauthorized aliens a violation of Section 274A (e) of the Immigration and Nationality Act. Such violation will be cause for unilateral cancellation of the Agreement, by County, if Consultant knowingly employs unauthorized aliens.

Initial_____

Lobbying: Bidder shall not, in connection with the Agreement, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any County officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any County officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, Services, employment, or contracts of any kind.

Initial_____

Non-Collusion: Bidder agrees that neither it, nor any of its officers, partners, agents or employees have entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of a free competitive solicitation in connection with this Agreement, and that Bidder intends to do the work with its own bona fide employees or sub-consultants and has not provided a Bid for the benefit of another Consultant. Furthermore, Bidder certifies that its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to submitting a Bid on any public contract.

Initial_____

Prohibited Interests: Bidder, and its sub-consultants at any tier, certify that they have not entered into any contract, sub-contract, or arrangement in connection with the project covered under this Request for Qualification, or of any property included or planned to be included in the project, in which any member, officer, of employee of the Bidder or its sub-consultants, during its tenure, or for two years thereafter, has any interest, direct or indirect.

Initial_____

Public Entity Crime: Pursuant to 287.133, Florida Statute, 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, or reply on a contract to provide any goods or services to a public entity; may not submit a Bid, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit Bids, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, sub-consultant, 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 s. 287.017, Florida Statutes for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

SECTION 004500 (CONT'D)

BIDDER'S REPRESENTATION AND CERTIFICATION

Initial _____

Scrutinized Companies: Bidder certifies that it is not listed on (a) the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; (b) the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or (c) is engaged in business operations in Cuba or Syria. Bidder further understands and accepts that any contract issued as a result of this Bid shall be subject to Section 287.135, Florida Statutes, and subject to immediate termination by County in the event there is any misrepresentation or false certification on the part of Bidder.

Initial _____

Bidder certifies that they comply (or will comply) with the above statements concerning: Compliance with Laws, Conflict of Interest, Convictions, Debarment, Discriminatory Vendor, Drug Free Workplace, Equal Employment Opportunity, E-Verification System, Gopher Tortoise Relocation, Immigration and Nationality Act, Lobbying, Non- Collusion, Prohibited Interests, Public Entity Crime and Scrutinized Companies.

If Bidder cannot attest to any of the above, they must submit an explanation as to why on their letterhead, signed by the individual signing this Form, and attach such to this Form.

Bidder's Name: _____

Federal Employer Identification No.: _____

DUNS Number: _____

E-Verification Identification Number: _____

Bidder's Address: _____

By: _____
Signature

Name: _____
Print Name

Title: _____
Secretary/Assistant Secretary/President/Vice President/Assistant Vice President

Phone No.: _____ Fax No.: _____

E-Mail Address: _____ Date: _____

CORPORATE SEAL

END OF SECTION

**CITRUS COUNTY, FLORIDA
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

ITB # 22-124

**C.R. 491 ROADWAY IMPROVEMENTS
FROM AUDUBON PARK PATH to Horace Allen St.**

SECTION 004510

INDEMNIFICATION OF COUNTY, ENGINEER, AND FDOT

To the extent permitted by law, the Contractor/subcontractors shall indemnify, defend, and hold harmless the County, Engineer, and the State of Florida, Department of Transportation including their officers and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Contractor/subcontractor, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights to or exercised by Contractor/subcontractor.

The foregoing indemnification shall not constitute a waiver of the State of Florida, Department of Transportation or County's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute an agreement by Contractor/subcontractor to indemnify County and Engineer for the negligent acts or omissions of County and Engineer, its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by Contractor/ subcontractors to indemnify the State of Florida, Department of Transportation for the negligent acts or omissions of the State of Florida, Department of Transportation, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

**CITRUS COUNTY, FLORIDA
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

ITB # 22-124

**C.R. 491 ROADWAY IMPROVEMENTS
FROM AUDUBON PARK PATH to Horace Allen St.**

SECTION 004513

BIDDER'S QUALIFICATIONS STATEMENT / QUESTIONNAIRE

PROJECT IDENTIFICATION: **CITRUS COUNTY, FLORIDA
ITB #22-124**

**C.R. 491 ROADWAY IMPROVEMENTS FROM
AUDUBON PARK PATH to HORACE ALLEN ST.**

NAME OF BIDDER: _____

BUSINESS ADDRESS: _____

_____ Phone No. _____

CONTRACTOR'S FLORIDA LICENSE NO.: _____

FDOT QUALIFICATION NUMBERS: _____
(Attach Copy)

The undersigned warrants the truth and accuracy of all statements and answers herein contained.
Include additional sheets if necessary.

Experience

1. How many years has your organization been in business as a Contractor performing the type of work outlined in the Invitation to Bid?

2. During the past five (5) years, have you ever failed to complete an awarded project within the originally specified contract time? If so, where, when, and why? Attach additional sheet, if necessary.

SECTION 004513 (CONT'D)

BIDDER'S QUALIFICATIONS STATEMENT / QUESTIONNAIRE

3. Give names, addresses, and telephone and facsimile numbers of individuals from three (3) organizations that you have performed work similar to that outlined in the Invitation to Bid who can be contacted as a reference. Attach additional sheet, if necessary.

SECTION 004513 (CONT'D)

BIDDER'S QUALIFICATIONS STATEMENT / QUESTIONNAIRE

4. Complete the table below as fully as possible, describing projects similar in character and scope to the Work specified in this Invitation to Bid which have been successfully completed during the past ten (10) years.

Location and Type of Work	Owner Name City / Address Phone # / E-mail	Consulting Engineer	Year Completed	Contract Price

SECTION 004513 (CONT'D)

BIDDER'S QUALIFICATIONS STATEMENT / QUESTIONNAIRE

General

1. Describe your present workload. Do you have projects underway which might interfere with the start of this Work and completion on schedule?

2. List all past litigations or arbitrations for the past five (5) years and final outcome. Fully describe the circumstances. List must include project name and nature of litigation. Attach additional sheet, if necessary.

3. Are you presently involved in any litigations or arbitration? If so, describe fully the circumstances and dollar amounts associated with litigation. Attach additional sheet, if necessary.

4. During the past seven (7) years, has your company ever filed for bankruptcy, is currently in bankruptcy, or has bankruptcy action pending?

SECTION 004513 (CONT'D)

BIDDER'S QUALIFICATIONS STATEMENT / QUESTIONNAIRE

5. Has your company ever been declared insolvent or had a bond pulled on a project?

6. State the true and exact, correct, and complete name under which you do business as registered in the State of Florida.

(Signature)

(Print Name)

(Title)

(Company)

(FEIN)

(Date)

END OF SECTION

**CITRUS COUNTY, FLORIDA
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

ITB # 22-124

**C.R. 491 ROADWAY IMPROVEMENTS
FROM AUDUBON PARK PATH to Horace Allen St.**

SECTION 004519

NON-COLLUSION AFFIDAVIT

STATE OF _____

COUNTY OF _____

_____, being first duly sworn deposes and says that:

1. He (it) is the _____
(Owner, Partner, Office, Representative or Agent)
of _____, the Bidder that
(Corporation Name)
has submitted the attached Bid;
2. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affidavit, have in any way, colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price in any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including his affidavit.

By: _____

Title: _____

Sworn and subscribed to before me _____
(Notary Public)

this ____ day of _____, 2023
in the State of _____

My Commission Expires: _____

County of _____.

END OF SECTION

**CITRUS COUNTY, FLORIDA
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

ITB # 22-124

**C.R. 491 ROADWAY IMPROVEMENTS
FROM AUDUBON PARK PATH to Horace Allen St.**

SECTION 004520

CERTIFICATION OF CONTRACTOR DEBARMENT

***Certification Regarding Debarment, Suspension, and Other Responsibility
Matters Primary Covered Transactions***

(Compliance with 2 CFR Parts 180 and 1200)

(1) By signing and submitting this proposal, the prospective primary Consultant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or Local agency;

(b) 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 or 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) 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 (l)(b) of this certification; and

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

(3) The prospective primary Consultant 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 sub-contracts and in all solicitations for sub-contractors exceeding the \$25,000 threshold.

Name

Title

Signature

Name of Company

**CITRUS COUNTY, FLORIDA
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

ITB # 22-124

**C.R. 491 ROADWAY IMPROVEMENTS
FROM AUDUBON PARK PATH to Horace Allen St.**

SECTION 004521

CERTIFICATION OF SUB-CONTRACTOR DEBARMENT

***Certification of Sub-Contractor Participants Regarding Debarment, Suspension,
and Other Ineligibility and Voluntary Exclusion***

(Compliance with 2 CFR Parts 180 and 1200)

(1) By signing and submitting this proposal, the prospective primary Consultant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or Local agency;

(b) 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 or 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) 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 (l)(b) of this certification; and

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

(3) The prospective primary Consultant 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 sub-contracts and in all solicitations for sub-contractors exceeding the \$25,000 threshold.

Name

Title

Signature

Name of Company

**CITRUS COUNTY, FLORIDA
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

ITB # 22-124

**C.R. 491 ROADWAY IMPROVEMENTS
FROM AUDUBON PARK PATH to Horace Allen St.**

SECTION 004522

CONFLICT OF INTEREST FORM

I am the _____ of _____.
(Insert Title) (Insert Company Name)

- A. The CONSULTANT/CONTRACTOR hereby submits a proposal/offer to the Citrus County Board of County Commissioners, Citrus County, Florida in response to the Request for Qualification.
- B. The CONSULTANT/CONTRACTOR has made diligent inquiry and provided the information in this statement affidavit based upon its full knowledge.
- C. The CONSULTANT/CONTRACTOR states that only one submittal for this solicitation has been submitted and tendered by the appropriate date and time and that said above stated CONSULTANT/CONTRACTOR has no financial interest in other entities submitting a proposal for the work contemplated hereby.
- D. Neither the CONSULTANT/CONTRACTOR nor the above named CONSULTANT/CONTRACTOR has directly or indirectly entered into any agreement, participated in any collusion or collusive activity, or otherwise taken any action which in any way restricts or restrains the competitive nature of this solicitation, including but not limited to the prior discussion of terms, conditions, pricing, or other offer parameters required by this solicitation.
- E. Neither the CONSULTANT/CONTRACTOR nor its affiliates, nor anyone associated with them, is presently suspended or otherwise prohibited from participation in this solicitation or any contract to follow thereafter by any government entity.
- F. Neither the CONSULTANT/CONTRACTOR nor its affiliates, nor anyone associated with them, have any potential conflict of interest because and due to any other clients, contracts, or property interests in this solicitation or the resulting project.
- G. I hereby also certify that no member of the CONSULTANT/CONTRACTOR's ownership or management or staff has a vested interest in any of County's Division/Department/Office.
- H. I certify that no member of the CONSULTANT/CONTRACTOR's ownership or management is presently applying, actively seeking, or has been selected for an elected position within Citrus County Board of County Commissioner's government.
- I. In the event that a conflict of interest is identified in the provision of services, I, the undersigned will immediately notify the County in writing.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in this **Conflict-of-Interest Statement**, is truthful and correct at the time of submission.

Name

Signature

**CITRUS COUNTY, FLORIDA
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

ITB # 22-124

**C.R. 491 ROADWAY IMPROVEMENTS
FROM AUDUBON PARK PATH to Horace Allen St.**

SECTION 004523

DRUG FREE WORKPLACE CERTIFICATION

(In Compliance with the Drug-Free Workplace Act of 1988 (41 U.S.C. 702-706) or (Section 287.087 Florida Statute)

The drug-free certification form below must be signed and returned with the RFP response.

Whenever two or more proposals that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied Proposers have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

A. 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.

B. Inform employees about the dangers of drug abuse in the workplace, the business' 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.

C. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in the first paragraph.

D. In the statement specified in the first paragraph, 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, Florida Statutes, 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.

E. 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.

F. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the foregoing provisions.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in **this Drug-Free Workplace Certification**, is truthful and correct at the time of submission.

Name

Title

Signature

Name of Compan

**CITRUS COUNTY, FLORIDA
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

ITB # 22-124

**C.R. 491 ROADWAY IMPROVEMENTS
FROM AUDUBON PARK PATH to Horace Allen St.**

SECTION 004524

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LIST

Bidder's/Respondents/Proposers Company Name:		
Bidder's/Respondents/Proposers/Vendors FEIN No.:		
Address:		
City:	State:	Zip:
Phone Number:		
E-Mail Address:		

Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of the Vendor, I hereby certify that the company identified in the section entitled "Vendor Name" above is not listed on any of the following: (i) the Scrutinized Companies that Boycott Israel List, (ii) Scrutinized Companies with Activities in Sudan List, or (iii) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. I further hereby certify that the company identified above is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with Broward Health for goods or services of any amount may be terminated at the option of Broward Health if the company (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of Broward Health if the company 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.

Authorized Signature:
Authorized Signature Print Name and Title:
Date:

**CITRUS COUNTY, FLORIDA
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

ITB # 22-124

**C.R. 491 ROADWAY IMPROVEMENTS
FROM AUDUBON PARK PATH to Horace Allen St.**

SECTION 004533

NON-SEGREGATED FACILITIES AFFIDAVIT

The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under this control, where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this Bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage and dressing areas, parking lots, drinking fountains, recreation or entertainment area, transportation, and housing facilities provided for employees on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

The nondiscriminatory guidelines as promulgated in Section 202, Executive Order 11246, and as amended by Executive Order 11375 and as amended, relative to Equal Opportunity for all persons and implementations of rules and regulations prescribed by the United States Secretary of Labor are incorporated herein.

NOTE:

The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Date: _____, 20____

(Contractor)

By: _____
(Signature)

(Type Name / Title)

(Address)

(City, State, Zip)

ATTACH AND INCLUDE AS PART OF PROPOSAL FORM; FAILURE TO DO SO MAY BE CAUSE FOR DISQUALIFICATION OF YOUR BID.

END OF SECTION

**CITRUS COUNTY, FLORIDA
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

ITB # 22-124

**C.R. 491 ROADWAY IMPROVEMENTS
FROM AUDUBON PARK PATH to Horace Allen St.**

SECTION 004536

EQUAL EMPLOYMENT OPPORTUNITY AFFIDAVIT

This certification relates to a construction contract proposed by Citrus County.

Equal Opportunity Employment: The Contractor must not discriminate on the basis of race, color, national origin, gender, age, handicapped status, veteran status, and/or religion in performing the work governed by this contract. The County is an Equal Opportunity Employer (EOE) and as such encourages all contractors to comply with EOE regulations. Any subcontract the Contractor may enter into must include this clause with the same degree of application being encouraged.

I am the undersigned prospective construction contractor or subcontractor. I certify that ...

- (1) I _____ have/_____ have not participated in a previous contract or subcontract subject to the Equal Opportunity Clause and
- (2) if I have participated in a previous contract or subcontract subject to the Equal Opportunity Clause, I have/_____ have not filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements.

I understand that, if I have participated in a previous contract or subcontract subject to the Equal Opportunity Clause and have failed to file all reports due under the applicable filing requirements, I am not eligible, and will not be eligible, to have my bid or offer considered, or to enter into the proposed contract or subcontract, unless and until I make an arrangement regarding such reports that is satisfactory to the office where the reports are required to be filed.

I agree that I will obtain identical certifications from prospective lower-tier construction subcontractors when I receive bids or offers or initiate negotiations for any lower-tier construction subcontracts with a price exceeding \$10,000. I also agree that I will retain such certifications in my files.

Date _____, 20 ____

By:

(Signature of Authorized Official)

(Typed Name)

(Name of Prospective Construction Contractor or Subcontractor)

(Address of Prospective Construction Contractor or Subcontractor)

(Telephone Number)

(E.I.N.)

END OF SECTION

**CITRUS COUNTY, FLORIDA
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

ITB # 22-124

**C.R. 491 ROADWAY IMPROVEMENTS
FROM AUDUBON PARK PATH to Horace Allen St.**

SECTION 004537

Minority Bid Form

CONTRACTOR:		INDICATE THE ONE CATEGORY THAT BEST DESCRIBES EACH ORGANIZATION LISTED												
AGREEMENT:		BUSINESS CLASSIFICATION		CERTIFIED MBE					NON-CERTIFIED MBE				UNKNOWN	
		NON-MINORITY	SMALL BUSINESS Section 288.703(1) F.S.	AFRICAN AMERICAN	HISPANIC AMERICAN	ASIAN/HAWAIIAN AMERICAN	NATIVE AMERICAN	AMERICAN WOMAN	AFRICAN AMERICAN	HISPANIC AMERICAN	ASIAN/HAWAIIAN AMERICAN	NATIVE AMERICAN	AMERICAN WOMAN	
PROJECT NAME:														
TOTAL PROJECT COST:														
NAMES OF CONTRACTORS & SUBCONTRACTORS UTILIZED	TOTAL AMOUNT PAID													
☐		*OUR ORGANIZATION DOES NOT COLLECT MINORITY STATUS DATA												
SIGNATURE:														
PRINT NAME & TITLE: _____ Date: _____														

**CITRUS COUNTY, FLORIDA
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

ITB # 22-124

**C.R. 491 ROADWAY IMPROVEMENTS
FROM AUDUBON PARK PATH to Horace Allen St.**

SECTION 004547

NON-LOBBYING FORM

Bidders must certify that they have not paid any person or lobbied any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of a contract for the Project covered under this solicitation.

The Successful Bidder will be required to insert the above in all of their contracts with sub-contractors, at all tiers, involved in the Work and they must certify and disclose accordingly.

Bidder's Name: _____

By: _____
(Signature)

Title: _____

Date: _____

**CITRUS COUNTY, FLORIDA
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

ITB # 22-124

**C.R. 491 ROADWAY IMPROVEMENTS
FROM AUDUBON PARK PATH to Horace Allen St.**

SECTION 004600

ACKNOWLEDGEMENT OF REPORTS AND INVESTIGATIONS

Title	Date	Prepared by	Availability
Summary Report of Geotechnical Site Exploration- CR491 West Horace Allen Pond	Jan. 2022	GSE Proj. No 15402	Provided with Bid Documents
Report of a Geotechnical Site Exploration- CR 491 Signal Poles	October 2021	GSE Proj. No 14568D	Provided with Bid Documents
Supplemental Geotechnical Site Exploration- Obrien Pond	July 14, 2021	GSE Proj. No. 14568 C	Provided with Bid Documents
Supplemental Geotechnical Site Exploration- Slope Stability	July 15, 2021	GSE Proj. No. 14568 B	Provided with Bid Documents
Phase 1 Environmental	May 2020	GSE Proj. No. 14568A	Provided with Bid Documents
Summary Report of a Roadway Soil Survey and Geotechnical Site Exploration- CR491 Improvements	May 2020	GSE Proj. No. 14568	Provided with Bid Documents
Environmental Resource Assessment	July 31, 2022	ERC	Provided with Bid Documents

I CERTIFY THAT HAVE READ AND UNDERSTAND THE CONTENTS AND REQUIREMENTS OF THE DOCUMENTS IN THE TABLE LISTED ABOVE (THIS FORM MUST BE SIGNED AND SUBMITTED BY THE CONTRACTOR AS PART OF THIS BID).

CONTRACTOR:

(Contractor's Business Name)

By: _____
(Signature)

(Date)

(Print or Type Name)

(Title)

**CITRUS COUNTY, FLORIDA
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

ITB # 22-124

**C.R. 491 ROADWAY IMPROVEMENTS
FROM AUDUBON PARK PATH to Horace Allen St.**

SECTION 005120

NOTICE OF (INTENT TO) AWARD

Date: _____

(Contractor)

Project: **CITRUS COUNTY, FLORIDA
ITB #22-124
C.R. 491 ROADWAY IMPROVEMENTS FROM AUDUBON PARK PATH to
Horace Allen St.**

Date of Bid Opening: _____, 202_

You are notified that your bid dated _____, 20____ for the above Contract has been considered and the Owner, Citrus County, Florida, a political subdivision of the State of Florida, expects to award you a contract for:

(Indicate total Work, Alternates or Sections of Work awarded)

The Contract Price of your contract is _____
(In Words)

_____ Dollars (\$_____.
(In Numbers)

You must comply with the following conditions precedent to the award of the contract within ten (10) days of the date of this Notice of (Intent to) Award, that is by _____, 20____:

1. You must deliver to the Owner two (2) fully executed counterparts of the Agreement.
2. You must deliver with the executed Agreement and a Certificate of Insurance showing limits, policies and other stipulations in accordance with the Minimum Insurance Requirements, Section 007316 of the Contract Documents.

ITB # 22-124

SECTION 005120 (CONT'D)

NOTICE OF (INTENT TO) AWARD

Failure to comply with these conditions within the time specified will entitle the Owner to consider your Bid abandoned, to annul this Notice of (Intent to) Award, and to declare your Bid Security forfeited.

Within ten (10) days after you comply with these conditions, the Owner will return to you one fully signed counterpart of the Agreement with the Contract Documents attached.

OWNER: CITRUS COUNTY, FLORIDA (Authorized Signature) Walt Eastmond (Print or Type name) Tech (Title)	<u>Acknowledge Receipt of Notice</u> CONTRACTOR: (Contractor's Business Name) By: _____ (Signature) (Print or Type Name) (Title) _____ (Date)

Copy to Engineer: (Use Certified Mail, Return Receipt Requested.)

END OF SECTION

**CITRUS COUNTY, FLORIDA
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

ITB # 22-124

**C.R. 491 ROADWAY IMPROVEMENTS
FROM AUDUBON PARK PATH to Horace Allen St.**

SECTION 005200

AGREEMENT

This Agreement is entered into by the parties this _____ day of _____, 2023.

1.0 Parties: Citrus County, Florida, a political subdivision of the State of Florida, (County). and _____ (Contractor).	
2.0 Designated Contact Person as to County: Walt Eastmond, Technical Services Director/Project Manager Department of Public Works 3600 W. Sovereign Path, Suite 241 Lecanto, Florida 34461 Phone: 352-527-5446 Fax: 352-527-5482 Email: walt.eastmond@citrusbocc.com	3.0 Designated Contact Person as to Contractor: Phone: Fax: Email:
4.0 Agent for County: Robert J. Walpole, PE, CEO/President CHW, Inc. 11801 Research Drive Alachua, Florida, 32615 Phone: 352-331-1976 Email: walpole@chw-inc.com	5.0 CA/CEI Agent for County: AECOM 7650 W. Courtney Campbell Cswy, Suite 700 Tampa, Florida, 33607 Phone: 813-286-1711
6.0 Notices: All notices between County and Contractor, as required under the Agreement, shall be by telephone, facsimile, e-mail, mail, or by personal delivery to the respective designated contact person identified above. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.	
7.0 Entire Agreement: This Agreement, and its associated Documents referenced herein, together with any executed Addenda, shall constitute the entire Agreement between Contractor and County (hereinafter referred to as the "Agreement"). In resolving conflicts, errors, discrepancies, and disputes concerning the scope of Work or other rights or obligations of the parties, precedence shall be given in the following order (1) a fully executed Addendum to this Agreement (later executed Addenda taking precedence over earlier dated Addenda), (2) provisions of this Agreement, (3) provisions of the Invitation to Bid and Project Manual including Technical Specification, Drawings and General Conditions and Supplementary Conditions, (4) provisions of Contractor's Bid, (5) provisions of the Purchase Order, (6) FDOT Standard Road and Bridge Construction requirements, July 2022 Edition, (7) FDOT Grant Agreement FPN: 434498 2 54 01 and (8) provisions contained in any governmental regulation incorporated herein by reference. There are no understandings or agreements except as herein expressly stated.	

**CITRUS COUNTY, FLORIDA
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

ITB # 22-124

**C.R. 491 ROADWAY IMPROVEMENTS
FROM AUDUBON PARK PATH to Horace Allen St.**

SECTION 005200

AGREEMENT

8.0 Agreement Documents:

1. Exhibit "A" – Compensation

9.0 Duration of Agreement and Commencement of Work: The term of the Agreement shall begin on the date the Agreement is executed by the County and shall continue until the Work is accepted by the County. Contractor shall begin the Work within ten (10) calendar days after the start date set forth in the Notice to Proceed. The Work shall be substantially completed within seven hundred and thirty (730) days after the start date. All Work shall be Finally Completed within seven hundred and sixty (760) days after the start date. Contractor will proceed with the Work at such rate of progress to ensure full completion within the Contract Time. It is expressly understood and agreed, by and between Contractor and County, that the Contract Time for the completion of the Work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the Work.

The Work shall proceed in such a manner that all final asphalt friction course paving and temporary striping is complete and vehicular traffic and pedestrian facilities are in final position.

9.1 Sub-Project titled "C.R. 491 ROADWAY IMPROVEMENTS SOUTH OF AUDUBON PARK PATH to Horace Allen St." must be Substantially Completed by a specific date set forth in the Notice to Proceed, and Finally Completed by a specific date set forth in the Notice to Proceed.

9.2 Sub-Project titled "C.R. 491 UTILITIES" must be Substantially Completed by a specific date set forth in the Notice to Proceed, and Finally Completed by a specific date set forth in the Notice to Proceed.

Placing of permanent pavement markings on all final asphaltic concrete surfaces must not begin until thirty (30) calendar days after placement of the final surfaces. If necessary, the Charging of Contract Time will be suspended during the thirty (30) calendar day period provided the Work is considered as Substantially Complete as required by the Notice to Proceed. The Charging of Contract Time will resume on the 31st day after placement of the final surfaces.

10.0 Modification of Agreement: The Agreement may only be modified or amended upon mutual written agreement of County and Contractor. No oral agreements or representations shall be valid or binding upon County or Contractor. No alteration or modification of the Agreement terms, including substitution of product, shall be valid or binding against County. Contractor may not unilaterally modify the terms of the Agreement by affixing additional terms by incorporating such terms onto Contractor's documents forwarded by Contractor to County for payment. County's acceptance of product or processing of documentation on forms furnished by Contractor to County for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

11.0 Services Provided by Contractor: The Work to be performed by Contractor is summarized in the ITB 22-124 Project Manual Solicitation document and drawings. If County identifies any additional Work to be provided by Contractor that is not covered under the original Agreement, such additional Work shall be made a part of this Agreement by a written Addendum.

**CITRUS COUNTY, FLORIDA
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

ITB # 22-124

**C.R. 491 ROADWAY IMPROVEMENTS
FROM AUDUBON PARK PATH to Horace Allen St.**

SECTION 005200

AGREEMENT

12.0 Compensation to Contractor: Compensation to be paid to Contractor for the Work shall be as per the unit pricing noted in Exhibit "A", attached to this Agreement.

13.0 Payment of Payment Requests:

13.1 Payment Requests: Requests for payment for the Work performed under the Agreement shall be submitted no more frequently than once per month, unless stipulated differently in the Agreement. At a minimum, the payment requests shall include the Purchase Order Number, a description of the Work performed, and the amount of the payment request. All requests for payment shall be submitted in sufficient detail to demonstrate compliance with the terms of the Agreement and to allow for the proper pre-audit and post-audit thereof. Requests for payment that include travel expenses shall be in accordance with Section 112.061, Florida Statutes. County reserves the right to require any information from Contractor that County deems necessary to substantiate claims for remuneration. Upon receipt of Contractor's payment request, County will review such to ensure that it is in proper order, and that the Work has been completed in accordance with this Agreement. If it is found that the payment request is not in proper order, or the Work covered under the payment request does not satisfy this Agreement, the payment request may be rejected.

13.2 Prompt Payment: County shall make payment of a payment request in accordance with Chapter 218, Part VII of the Florida Statutes "Local Government Prompt Payment Act" from the date which a payment request in proper order is recorded as received by County, for Work completed to the satisfaction of County.

13.3 Form of Request: If the payment request is not received in proper order, County may reject the payment request within ten (10) business days after the date on which the payment request is recorded as received by County. County shall provide Contractor with a written notification of the rejection specifying the deficiency and corrective measures necessary to make the payment request proper. Upon receipt of a payment request that corrects the deficiency, County shall make payment in accordance with Chapter 218, Part VII of the Florida Statutes "Local Government Prompt Payment Act".

13.4 Resolution of Payment Request Disputes: In the event of a dispute between Contractor and County concerning the full or partial payment of a payment request, such disagreement shall be finally determined by County. If the dispute between Contractor and County involves a portion of a payment request, the undisputed portion shall be paid by County in a timely manner, as long as the payment request for the undisputed portion is in proper order. Proceedings to resolve the dispute will be commenced within forty-five (45) business days after the date the payment request in dispute was recorded as being received by County and will be concluded by final decision of County within sixty (60) business days after the date on which the payment request was recorded as being received by County. Such procedures do not constitute an administrative proceeding that prohibits a court from deciding de novo any action arising out of the dispute.

13.5 Purchase Order: Although an Agreement will be executed by County and Contractor for the Work to be performed by Contractor, a purchase order will also be issued to Contractor for the purpose of facilitating payment to Contractor. Except under an "emergency request", Contractor shall not perform any Work until Contractor has received a purchase order and Notice to Proceed from County.

**CITRUS COUNTY, FLORIDA
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

ITB # 22-124

**C.R. 491 ROADWAY IMPROVEMENTS
FROM AUDUBON PARK PATH to Horace Allen St.**

SECTION 005200

AGREEMENT

13.6 Progress Payments: Contractor may submit progress payment requests to County for partial completion of the Work. If County makes payment of progress payments to Contractor which is attributable to any Work performed by any of Contractor's suppliers, or subcontractors, Contractor shall remit payment for such from the progress payments to those suppliers or subcontractors. All Work covered by progress payment requests shall become the sole property of County. However, this shall not be construed as relieving Contractor of the sole responsibility for the care and protection of the Work which has been completed, even if Contractor remains in possession and control of such Work, or as a waiver of the right of County to require Contractor to fulfill all of the terms of the Agreement.

13.7 Payments to Subcontractors: When Contractor receives from County any payment for Work covered under the Agreement, Contractor must pay such moneys received to each subcontractor or supplier in proportion to the percentage of the Work completed by each subcontractor or supplier within ten (10) business days after Contractor's receipt of the payment. If Contractor receives less than full payment, then Contractor shall be required to disburse only the funds received on a pro rata basis to its subcontractors and suppliers, each receiving a prorated portion based on the amount due on the payment. If a subcontractor receives payment from Contractor for labor, Work or materials furnished by subcontractors or suppliers hired by the subcontractor, the subcontractor must remit payment due to those subcontractors or suppliers within seven (7) business days after the subcontractor's receipt of payment from Contractor.

13.8 Records of Costs: Records of costs incurred under terms of this Agreement will be maintained and made available upon request to County at all times during the term of this Agreement and for five (5) years after the expiration or termination of the Agreement. Copies of these documents and records will be furnished to County upon request. Records of costs incurred will include Contractor's general accounting records and the project records, together with supporting documents and records, of Contractor, their suppliers and subcontractors, performing Work on the project, and all other records of Contractor, their suppliers and subcontractors considered necessary by County for a proper audit of project costs.

13.9 Right to Withhold: Except for issues arising from contract indemnification provisions, County will have the right to retain out of any payment due Contractor under this Agreement an amount sufficient to satisfy any amount due and owing to County by Contractor on any other Agreement between Contractor and County. County may withhold payment on any invoice in the event that Contractor is in default under any provision of this Agreement or any other Agreement between Contractor and County as of the time of processing the invoice or as of the time payment is made available on the invoice. This right to withhold will continue until such time as the default has been cured, and, upon cure, County will have the right to retain an amount equal to the damages suffered as a result of the default.

13.10 Final Payment: Once the Work has been completed, delivered to and accepted by County, and provided there are no outstanding disputes, no outstanding security claims, claims or demands between County and Contractor, Contractor may submit a final payment request to County. Upon receipt of such, County shall pay the retainage withheld to Contractor.

13.11 Retainage: Pursuant to Section 255.078, Florida Statutes, County may withhold an amount from each payment made to Contractor as retainage. Provided there are no outstanding disputes between County and Contractor, no outstanding surety claims, and no outstanding claims or demands by County or Contractor, County shall make payment of such retainage to Contractor in accordance with Sections

**CITRUS COUNTY, FLORIDA
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

ITB # 22-124

**C.R. 491 ROADWAY IMPROVEMENTS
FROM AUDUBON PARK PATH to Horace Allen St.**

SECTION 005200

AGREEMENT

255.077 and 255.078, Florida Statutes. If County makes payment of retainage to Contractor which is attributable to any sub-contracted Work or equipment and materials provided by suppliers, Contractor shall remit payment to those subcontractors and suppliers from the retainage.

13.12 ACH Enrollment: All Contractors will be required to complete an "Authorization Agreement for ACH Credits Enrollment Form" vendor payments will be deposited directly to Contractor's bank account. This means there is no need to wait for the check to come in the mail and eliminates the possibility of a lost check. The Clerk's Accounts Payable Department will provide confirmation via email when payments are transmitted, ensuring immediate notification.

14.0 Liquidated Damages: If the Work covered under this Agreement is not completed within the time allowed as stipulated herein, plus any extensions thereof, County could incur additional expenses. Since these expenses are difficult to prove in a legal or arbitration proceeding to establish the actual loss suffered by County, instead of requiring any such proof, Contractor agrees that as liquidated damages for any delays (but not as a penalty) it shall pay County Nine Thousand seven hundred and ninety three dollars and six cents (\$9,793.06) for each day that expires after the time specified herein for completion based on the FDOT Standard Specifications Road and Bridge Construction, July 2022 Edition. Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the Work is due to the following, and Contractor has promptly given written notice of such delay to County: (1) to any preference, priority or allocation order duly issued by County, or (2) to unforeseeable causes beyond the control and without the fault or negligence of Contractor, including but not restricted to, acts of God, or of the public enemy, acts of County, acts of another contractor in the performance of a contract for County, fires, floods, strikes, freight embargoes and abnormal and unforeseeable weather; and (3) to any delays of subcontractor occasioned by any of the causes specified in (1) and (2) of this Section.

14.1 In addition to Liquidated Damages, CONTRACTOR recognizes that OWNER is bound by the FDOT Transportation Specific Appropriation 1989A of Senate Bill 2500 Enrolled, Local Transportation Projects, and that construction must be completed prior to dates specified in that document attached in Section 003100 above or funding paid to OWNER by FDOT will be lost. If the construction is not completed prior to the agreement deadline, CONTRACTOR must reimburse OWNER for all funding lost due to CONTRACTOR not completing the work on time.

15.0 Warranties:

15.1 Warranty of Ability to Perform: Contractor warrants that, to the best of its knowledge, there are no pending or threatened actions, proceedings, investigations, or any other legal or financial conditions, that would in any way prohibit, restrain, or diminish Contractor's ability to satisfy its obligations under the Agreement.

15.2 Warranty Against Defects in Workmanship: Contractor shall warrant its Work against defects in materials and workmanship for a minimum period of one (1) year from acceptance of the Work by County. Should any defects in materials or workmanship appear during the warranty period, Contractor shall replace the materials or equipment, or repair or re-do the Work, immediately upon receipt of written notice from County, at no additional expense to County. Contractor shall warrant such replaced materials or equipment, or repaired or re-done Work, for a period of one (1) year after acceptance of such by County.

**CITRUS COUNTY, FLORIDA
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

ITB # 22-124

**C.R. 491 ROADWAY IMPROVEMENTS
FROM AUDUBON PARK PATH to Horace Allen St.**

SECTION 005200

AGREEMENT

15.3 Warranty of Standard Care: In the performance of professional Work, Contractor will use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities. Contractor will use due care in performing its Work and will have due regard for acceptable professional standards and principles. Contractor's standard of care shall not be altered by the application, interpretation, or construction of any other provision of this Agreement. If any of the Work performed by Contractor does not comply with the foregoing warranties and County notifies Contractor of such, then Contractor shall (at its sole expense) promptly re-execute the nonconforming Work. All such re-performed Work shall be performed on a mutually agreed schedule. Contractor shall and does hereby assign to County the benefits of any of Contractor's suppliers or subcontractor's warranties. Such assignment shall not relieve Contractor of its warranty obligations for performance or standard of care to County under this Agreement.

15.4 Warranty of Title: Title to any work product furnished by Contractor under the Agreement shall pass to County to the extent of the payments made for such by County, or on the date that County accepts the completed Work of Contractor. When title passes to County in accordance with the Agreement, Contractor warrants that the work product furnished will be free and clear of all security interests, liens and encumbrances or claims of any party.

16.0 Public Records: Contractor will keep and maintain public records required by the County to perform the service. Upon request from the County's custodian of public records, Contractor will provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. Contractor will ensure that the public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of the Agreement and following completion of the Agreement if Contractor does not transfer the records to the County. Upon completion of the Agreement, Contractor will transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by County to perform the service. If Contractor transfers all public records to County upon completion of the Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology system of the County. If Contractor does not comply with the County's request for public records, the County shall enforce the provisions of the Agreement in accordance with the terms of the Agreement and may cancel the Agreement.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT CUSTODIAN OF PUBLIC RECORDS, AT 3600 W. SOVEREIGN PATH, LECANTO, FL 34461; PHONE: (352)527-5235 EMAIL: RMLQ@CITRUSBOCC.COM.

17.0 Insurance: During the term of the Agreement, Contractor, at its sole expense, shall provide insurance of such a type and with such terms and limits as noted below. Providing and maintaining

**CITRUS COUNTY, FLORIDA
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

ITB # 22-124

**C.R. 491 ROADWAY IMPROVEMENTS
FROM AUDUBON PARK PATH to Horace Allen St.**

SECTION 005200

AGREEMENT

adequate insurance coverage is a material obligation of Contractor. Contractor shall provide County a certificate(s) of insurance, evidencing such coverage.

17.1 Minimum Insurance Requirements: Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages 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 coverage's, limits or endorsements required herein protect the primary interests of County, and these coverage's, limits or endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect Contractor against any loss exposures, whether as a result of the Project or otherwise. The requirements contained herein, as well as County's review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under a contract.

17.2 Commercial General Liability: Coverage must be afforded under a per occurrence form policy for project limits not less than \$10,000,000 each occurrence, \$10,000,000 products / completed operations each occurrence, \$10,000,000 personal and advertising injury liability, \$10,000,000 each occurrence, \$50,000 fire damage liability and \$5,000 medical expense. Coverage is to include contractual liability, explosion/collapse/underground damage endorsement, contractor care, custody and control, fire damage, legal, and medical expense.

17.3 Automobile Liability: Contractor must obtain coverage for all vehicles for Bodily Injury and Property Damage of not less than \$10,000,000 combined single limit each accident. In the event the Contractor does not own vehicles, the Contractor must maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

17.4 Workers Compensation and Employer's Liability:

17.4.1 Contractor must obtain Workers Compensation insurance with limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen & Harbor Workers Act. Employer's Liability limits of not less than \$1,000,000 for each accident, \$1,000,000 disease policy limit and \$1,000,000 disease each employee must be included.

17.4.2 For any officer of a Contractor that has exempt status as an individual, the County requires proof of workers compensation insurance coverage for that contractor/employer/owner's employees. If the contractor/employer/owner or individual has applied for a workers compensation exemption, the County does not recognize this exemption to extend to the employees of the contractor/employer/owner.

17.4.3 The purpose of this section is to ensure that all contractors, subcontractors, sole proprietors, or business entities of any kind who contract with the County for provision of goods or services, provide workers compensation coverage for all employees, and principles of subcontractors, subcontractors, sole proprietors, or other business entities. All provisions of this Section shall be construed in accord with this intent.

**CITRUS COUNTY, FLORIDA
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

ITB # 22-124

**C.R. 491 ROADWAY IMPROVEMENTS
FROM AUDUBON PARK PATH to Horace Allen St.**

SECTION 005200

AGREEMENT

17.5 Builder's Risk/Installation Floater When this contract or agreement includes the construction of roadways and/or the addition is a permanent structure or building, including the installation of machinery and/ or equipment, the following insurance coverage must be afforded:

17.5.1 Coverage Form: Completed Value, All Risk in an amount equal to 100% of the value upon completion or value of equipment to be installed.

17.5.2 When applicable: Waiver of Occupancy Clause or Cessation of Insurance Clause, Flood Insurance as available under the National Flood Insurance Program.

17.6 Other Insurance Provisions:

17.6.1 Contractor shall provide a Certificate of Insurance to County with a thirty (30) day notice of cancellation and/or changes in policy language, and ten (10) day notice if cancellation is for nonpayment of premium. The certificate shall indicate if coverage is provided under a "claims made" or "occurrence" form. If any coverage is provided under a claims made form the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

17.6.2 The project's Bid number shall be noted on the certificate. ITB 22-124

17.6.3 All required insurance policies must be maintained until the contract work has been accepted by County.

17.6.4 Citrus County, Florida, a political subdivision of the State of Florida, and Florida Department of Transportation, its officials, employees, and volunteers are to be covered as an Additional Insured on all policies except Worker's Compensation. The coverage shall contain no special limitation on the scope of protection afforded to the County, its officials, employees, or volunteers.

17.6.5 Contractor's insurance coverage shall be primary insurance as respects County, its officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officials, employees, or volunteers shall be excess of Contractor's insurance and shall be non-contributory.

17.6.6 For all policies of insurance: Contractor and its insurance carrier waive all subrogation rights against County for all losses or damages that occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not. The County requires General Liability policies to be endorsed with CG 24 04 Waiver of Transfer of Rights of Recovery Against Others to Us or similar endorsement, and a WC 00 0313 Waiver of Our Right to Recover from Others for Workers Compensation coverage.

17.6.7 The Certificate Holder should read as follows: Citrus County, Florida, political subdivision of the State of Florida, 3600 W. Sovereign Path, Lecanto, FL 34461.

17.6.8 It is Contractor's responsibility to ensure that all subcontractors comply with these insurance requirements. Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

**CITRUS COUNTY, FLORIDA
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

ITB # 22-124

**C.R. 491 ROADWAY IMPROVEMENTS
FROM AUDUBON PARK PATH to Horace Allen St.**

SECTION 005200

AGREEMENT

17.6.9 All required insurance policies must be written with an insurance carrier having a minimum A.M. Best rating of A-.

17.6.10 All Certificates must show that the Contractor's policies have been endorsed per the requirements.

17.6.11 Once ALL paperwork is completed and received by the County, an email will be sent to Contractor requesting online registration with myCOI. It is critical that the County is provided with an accurate email address. The cost to register is \$19.95 per year and a credit/debit card will be needed. Part of the registration process includes providing contact information for Contractor's insurance agent(s), which will be needed at the time of registration. Once registered, an email will be sent to the insurance agent(s) requesting them to upload a current Certificate of Insurance (COI) directly into the myCOI website. Certificates of Insurance cannot be mailed, emailed or faxed to County. Contractor will not be allowed to begin work and no payments will be made until registration is completed and a compliant Certificate of Insurance is received from Contractor's agent(s). This is a yearly requirement for the duration of the Agreement.

18.0 Indemnification: To the extent permitted by law, the Contractor/subcontractors shall indemnify, defend, and hold harmless the County, Engineer, and the State of Florida, Department of Transportation including their officers and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Contractor/subcontractor, or any of its officers, agents, or employees, acting with the scope of their office or employment, in connection with the rights to or exercised by Contractor/subcontractor.

The foregoing indemnification shall not constitute a waiver of the State of Florida, Department of Transportation or County's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute an agreement by Contractor/subcontractor to indemnify County and Engineer for the negligent acts or omissions of County and Engineer, its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by Contractor/subcontractors to indemnify the State of Florida, Department of Transportation for the negligent acts or omissions of the State of Florida, Department of Transportation, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

19.0 Change Orders: County may at any time, as the need arises, order changes within the scope of the Work without invalidating the Agreement. If such changes result in an increase or decrease in the Contract Price, or in the time required for performance of the Work, an equitable adjustment shall be authorized by way of a Change Order. County also may at any time, by issuing a Field Order, make changes in the details of the Work. Contractor shall proceed with the performance of any changes in the Work so ordered by County unless Contractor believes that such Field Order entitles it to a change in Contract Price or Time, or both, in which event Contractor shall give County written notice thereof within fifteen (15) calendar days after the receipt of the ordered change, and Contractor shall not execute such changes pending the receipt of an executed Change Order or further instruction from County.

**CITRUS COUNTY, FLORIDA
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

ITB # 22-124

**C.R. 491 ROADWAY IMPROVEMENTS
FROM AUDUBON PARK PATH to Horace Allen St.**

SECTION 005200

AGREEMENT

20.0 Termination of Agreement:

20.1 Termination for Cause: In the event Contractor fails to honor any term of the Agreement and Work Authorization assignment, or abide by any statutory, regulatory, or licensing requirements, County and Florida Department of Transportation may terminate the Agreement or Work Authorization assignment for cause by first notifying Contractor in writing, specifying the nature of the default. Contractor shall have ten (10) business days to cure such default. If after the ten-day notice, Contractor has not cured the default, termination shall become final. Except for defaults of its subcontractors at any tier, Contractor shall not be liable for any excess costs if the failure to perform the Work arises from events completely beyond the control, and without the fault or negligence of Contractor. If, after termination, it is determined that Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of County and Florida Department of Transportation. In the event of termination for cause, County and Florida Department of Transportation will be responsible for compensating Contractor only for the completed or partially completed Work up to the date of suspension, less any expenses incurred by County and Florida Department of Transportation District as a result of the default. Termination of the Work shall not entitle Contractor to any loss of anticipated profit under this provision. The rights and remedies of County and Florida Department of Transportation in this clause are in addition to any other rights and remedies provided by law or under the Agreement.

20.2 Termination for Convenience: Either party may terminate this Agreement by giving the other party thirty (30) days written notice. Upon receiving a notice of termination, Contractor shall immediately comply with the notice, stopping all work in-progress and not perform any further Work. In the event of termination, County will be responsible for compensating Contractor only for the completed or partially completed Work up to the date of termination. Termination of the provision of the Work shall not entitle Contractor to any loss of anticipated profit under this provision.

20.3 Notice of Termination for Default: County and Florida Department of Transportation may terminate this contract in whole or in part, for County and Florida Department of Transportation convenience or because of the failure of Contractor to fulfill the contract obligations. County and Florida Department of Transportation shall terminate by delivering to Contractor a Notice of Termination specifying the nature, extent, and effective date of termination. Upon receipt of the notice, Contractor shall (1) immediately discontinue all Work affected (unless the notice directs otherwise), and (2) deliver to County and Florida Department of Transportation all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

If the termination is for the convenience of County and Florida Department of Transportation, Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed Work.

If the termination is for failure of Contractor to fulfill the contract obligations, County and Florida Department of Transportation may complete the work by contract or otherwise and Contractor shall be liable for any additional cost incurred by County and Florida Department of Transportation.

**CITRUS COUNTY, FLORIDA
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

ITB # 22-124

**C.R. 491 ROADWAY IMPROVEMENTS
FROM AUDUBON PARK PATH to Horace Allen St.**

SECTION 005200

AGREEMENT

20.4 Nothing in this Section shall be construed as limiting the County and Florida Department of Transportation rights and remedies in the event of termination of this Agreement and Work Authorization assignment.

20.5 Agreements for more than the simplified acquisition threshold (\$150,000) must address administrative, contractual, or legal remedies. In instances where Contractors violate, or breach contract terms or conditions Contractor's shall be subject to the termination portion of the Agreement noted above.

21.0 Licenses and Certifications: Contractor, or its subcontractor(s), shall possess and maintain during the term of this Agreement any and all licenses required to perform the Work covered under this Agreement, as stipulated by the State of Florida and Citrus County Florida.

22.0 Payment and Performance Bonds:

22.1 Contractor shall be required to provide County with Payment and Performance Bonds, each in the amount of one hundred (100%) percent of Contractor's total Contract Price, as evidence of faithful performance of this Agreement. Upon execution of this Agreement, Contractor shall have ten (10) business days to provide the Payment and Performance Bonds to County, at which time Contractor's Bid Security shall be returned to Contractor. If the Payment and Performance Bonds are not delivered to County within the stipulated time frame, Contractor shall be considered in default of this Agreement, and County shall have the right to cancel the Agreement and utilize the proceeds from Contractor's Bid Security to pay for expenses incurred by County as a result of such default.

22.2 Contractor is responsible for recording the Payment and Performance Bonds in the official records of Citrus County. Contractor shall deliver a certified copy of the Bonds as recorded by the Clerk of Court.

22.3 The Bonds shall be in the form prescribed in Section 255.05 Florida Statutes. The rating of the surety company shall be rated A.M. Best's Rating of A-, VI or better. The surety company executing the Bonds must be authorized to transact business in the State of Florida. Attorney-in-Fact who signs the Bonds must file with each Bond a certified and effective date copy of their Power of Attorney. The Bonds must show the name, address and phone number of Contractor, Surety Company and County. Furthermore, the Bonds must indicate the Bid Number, a general description of the project, and the address of the Project Site.

22.4 Should there be an increase in Contractor's total Price by more than ten percent (10%), Contractor shall be required to amend the value of the Payment and Performance Bonds accordingly. Contractor is responsible for recording the amended Bonds in the public records of Citrus County. Contractor shall deliver a certified copy of the amended Bonds, as recorded by the Clerk of Court.

23.0 Additional Terms and Conditions:

23.1 Advertising: Subject to Chapter 119, Florida Statutes, Contractor shall not publicly disseminate any information concerning the Agreement without prior written approval from County, including, but not limited to mentioning the Agreement in a press release or other promotional material, identifying County as a reference, or otherwise linking Contractor's name and either a description of the Agreement or the name of County in any material published, either in print or electronically, to any entity that is not a party to the Agreement.

**CITRUS COUNTY, FLORIDA
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

ITB # 22-124

**C.R. 491 ROADWAY IMPROVEMENTS
FROM AUDUBON PARK PATH to Horace Allen St.**

SECTION 005200

AGREEMENT

23.2 Assignment: Neither County nor Contractor shall sell, assign, or transfer any of its rights, duties, or obligations under the Agreement without the prior written consent of the other Party. In the event of any assignment, Contractor remains secondarily liable for performance of the Agreement, unless County expressly waives such secondary liability.

23.3 Bankruptcy or Insolvency: Contractor shall promptly notify County in writing of the filing of any voluntary or involuntary petition for bankruptcy and/or of any insolvency of Contractor or any of its subcontractors who are involved in the provision of the Work under this Agreement.

23.4 Contingency Allowance: Contractor agrees that a contingency allowance, if any, is for the sole use of County to cover anticipated cost. Contractor shall not proceed on any additional work to be covered by contingencies until authorized in writing by the County.

23.5 Compliance with Laws: Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of Local, State and Federal agencies having jurisdiction and authority. These laws, shall include, but not be limited to, Chapter 287 of the Florida Statutes, the Uniform Commercial Code, the Immigration and Nationalization Act, the Americans with Disabilities Act, the United States Occupational Safety and Health Act, the United States Environmental Protection Agency, the State of Florida Department of Transportation and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, sexual orientation, gender identity or expression or veteran's status. Violation of such laws shall be grounds for termination of the Agreement.

23.6 Conflict of Interest: Contractor covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner of degree with the performance of the Work covered under this Agreement. Furthermore, Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Contractor any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor, and its subcontractors at any tier, certify that they have not entered into any contract, sub-contract, or arrangement in connection with the Project covered under this Agreement, or of any property included or planned to be included in the Project, in which any member, officer, or employee of Contractor or its subcontractors, during its tenure, or for two years thereafter, has any interest, direct or indirect. Contractor, and its subcontractors at any tier, shall insert the following provision into each of their contracts and sub-contracts:

"No member, officer, or employee of the subcontractor, during their tenure or for two years thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof."

23.7 Correction of Work: Contractor shall promptly remove from the premises all Work rejected by County for failure to comply with the Contract Documents, whether incorporated into the Project or not, and Contractor shall promptly replace and re-execute the Work in accordance with the Contract Documents, without additional expense to County, and shall bear the expense of making good all Work of other contractor's work destroyed or damaged by such removal or replacement. All removal and replacement of

**CITRUS COUNTY, FLORIDA
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

ITB # 22-124

**C.R. 491 ROADWAY IMPROVEMENTS
FROM AUDUBON PARK PATH to Horace Allen St.**

SECTION 005200

AGREEMENT

Work shall be done at Contractor's expense. If Contractor does not take action to remove such rejected Work within ten (10) calendar days after receipt of written notice from County, County may remove such Work on their own and store the materials at the expense of Contractor.

23.8 County, State or Federal Funds: If sufficient funding is not available for Contractor to complete the Work, County reserves the right to modify the terms and conditions of the Agreement to change the Scope of Work to reduce the cost to match any available funding. If such modifications to the Scope of Work are not feasible, or if funding has been totally exhausted prior to Contractor's completion of its Work, the Agreement shall be terminated on terms reasonably acceptable to both parties. Additionally, in accordance with Section 216.347, Florida Statutes, and as provided herein, Contractor may not expend any County funds for the purpose of lobbying the legislature, or local, state, or federal agencies.

23.9 Debarment: Contractor certifies to the best of their knowledge and belief, that they and their principals 1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Municipal, County, State or Federal department or agency, 2) have not, within a three-year period preceding execution of this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property, 3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated above, 4) have not within a three-year period preceding execution of this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default, and 5) will advise County immediately if their status changes and will provide an explanation for the change in status.

23.10 Direct Purchase: County may purchase materials, equipment and supplies directly from the Contractor's supplier instead of through Contract, forgoing the payment of sales and use taxes.

23.11 Discriminatory Vendor: Contractor certifies that they are not subject to Section 287.134 (2)(a) which specifies that an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not 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 public entity.

23.12 Disposal of Wastes: Contractor shall handle any waste materials generated in the performance of the Work in full compliance with all laws, regulations, and requirements of all governmental authorities and those of County. Contractor shall use only disposal facilities which have proper permits and are in full compliance with all Laws. Contractor agrees that County has the right to reject, for any reason, Contractor's use of any particular disposal facility.

23.13 Dispute Resolution: For any dispute concerning performance of the Agreement, which includes without limitation controversies based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or rescission, County shall attempt to reach a mutual agreement as to the

**CITRUS COUNTY, FLORIDA
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

ITB # 22-124

**C.R. 491 ROADWAY IMPROVEMENTS
FROM AUDUBON PARK PATH to Horace Allen St.**

SECTION 005200

AGREEMENT

settlement and resolution of the dispute with Contractor. Should a mutual agreement not be reached, County shall render a decision and reduce such to writing and serve a copy on Contractor. The decision shall be final and conclusive.

23.14 Documentation: All tracings, plans, specifications, maps, computer files and/or reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived there from, will be considered works made for hire and will become the property of County upon expiration or termination of the Agreement without restriction or limitation on their use. Upon delivery to County of said document(s), County will become the custodian thereof in accordance with Chapter 119, Florida Statutes. Contractor will not copyright any material and products or patent any invention developed under this Agreement. Copies of these documents are not to be sold or distributed to third parties without the written consent of County.

23.15 Drug Free Workplace: Contractor certifies that it has in place a Drug-Free Workplace Program in accordance with the Drug-Free Workplace Act of 1988 (41 U.S.C. 702-706).

23.16 Employees, Subcontractors and Agents: All Contractor employees, Subcontractors, and agents performing any of the Work under the Agreement shall be properly trained to meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of certification or other proof of qualification. All employees, Subcontractors, and agents of Contractor must comply with all security and administrative requirements of County. County may conduct, and Contractor shall cooperate in, a security background check or otherwise assess any employee, Subcontractor, and agent of Contractor. County may refuse access to, or require replacement of, any of Contractor's employee, Subcontractor, and agent for cause, including, but not limited to, technical or training qualifications, quality of Work, change in security status, or non-compliance with County's security or other requirements. Such refusal shall not relieve Contractor of its obligation to perform all Work in compliance with the Agreement. County may reject and bar from any facility for cause any of Contractor's employees, Subcontractors, or agents. County shall have the right to review and approve any Subcontractor used by Contractor. Contractor shall be fully responsible to County for the acts and omissions of its Subcontractors, and persons directly or indirectly employed by them. It is Contractor's responsibility to ensure that their Subcontractors are properly licensed to do business in the State of Florida and Citrus County, as required by law.

23.17 Environmental Issues: All notifications regarding environmental issues or requirements shall be sent immediately to County's Contact Person. Unless directed otherwise by County, Contractor is not to contact any local, state, or federal governmental agencies concerning environmental issues involving the Project Site.

23.18 Equal Employment Opportunity: Contractor shall not discriminate on the basis of race, color, sex, age, national origin, religion, and disability, sexual orientation, gender identity, or handicap in accordance with the Provisions of: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000 et seq.), Title VII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), Florida Civil Rights Act of 1992 (§ 760.10 et seq.), Title 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375, Title 49 CFR 23 and Title 49 CFR 26 for Disadvantaged Business Enterprises, Age Discrimination Act of 1975 (42 U.S.C. § 6101, et seq.), Title 49 CFR 21 and Title 49 CFR 23, Nondiscrimination on the basis of handicap, Title 49 CFR 27, Americans with Disabilities Act of 1990 (42 U.S.C. 12102, et. seq.), Federal Fair Labor Standards Act (29 U.S.C. §

**CITRUS COUNTY, FLORIDA
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

ITB # 22-124

**C.R. 491 ROADWAY IMPROVEMENTS
FROM AUDUBON PARK PATH to Horace Allen St.**

SECTION 005200

AGREEMENT

201, et seq.), and any other Federal and State discrimination statutes. Contractor shall furnish pertinent information regarding its employment policies and practices as well as those of their proposed Subcontractors as the State of Florida Department of Transportation, the Secretary of Labor, or County may require. The above shall be required of any Subcontractor hired by Contractor. All Equal Employment Opportunity requirements shall be included in all non-exempt sub-contracts entered into by Contractor. Sub-contracts entered into by Contractor shall also include all other applicable labor provisions. No sub-contract shall be awarded to any non-complying Subcontractor. Additionally, Contractor shall insert in its sub-contracts a clause requiring Subcontractors to include these provisions in any lower tier sub-contracts that may in turn be made. Contractor shall comply with all state laws and local ordinances, except that any preferential consideration of local in-state Subcontractors is NOT allowed.

23.19 E-Verification System: Contractor and its subcontractors shall utilize the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, in accordance with Section 448.095, Florida Statutes, to verify the employment eligibility of: (1) all persons employed by Contractor during the contract term to perform any duties within Florida, and; (2) all persons, including subcontractors, assigned by Contractor to perform work pursuant to this Contract. Contractors meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision. Contractor and its subcontractors shall provide County with affidavits stating that they do not employ, contract with, or subcontract with an unauthorized alien. County is obligated to terminate this Agreement upon a good faith belief that Contractor or its subcontractors has knowingly violated Section 448.095, Florida Statutes.

23.20 Force Majeure Event: Neither party shall be considered to be in default in the performance of its obligations under this Agreement, except obligations to make payments with respect to amounts already accrued, to the extent that performance of any such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control, and not a result of the fault or negligence of, the affected party (a "Force Majeure Event"). If a party is prevented or delayed in the performance of any such obligations by a Force Majeure Event, such party shall immediately provide notice to the other party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The party so affected by a Force Majeure Event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. A Force Majeure Event shall include, but not be limited to acts of civil or military authority (including courts or regulatory agencies), act of God (excluding normal or seasonal weather conditions), war, riot, or insurrection, inability to obtain required permits or licenses, hurricanes and severe floods.

23.21 Governing Law and Venue: The Agreement shall be governed in accordance with the laws of the State of Florida. In the event of litigation with respect to the obligation of the parties to the Agreement, the jurisdiction and venue of such action shall be an appropriate State Court in Citrus County, Florida.

23.22 Governmental Restrictions: If Contractor believes that any governmental restrictions have been imposed that require alteration of the materials used, the quality, workmanship or performance of the Work offered under the Agreement, Contractor shall immediately notify County in writing, indicating the specific restriction. County reserves the right and the complete discretion to accept any such alteration or to cancel the Agreement at no further expense to County.

**CITRUS COUNTY, FLORIDA
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

ITB # 22-124

**C.R. 491 ROADWAY IMPROVEMENTS
FROM AUDUBON PARK PATH to Horace Allen St.**

SECTION 005200

AGREEMENT

23.23 Immigration and Nationality Act: Contractor shall comply with all immigration laws as outlined in 8 USC § 1324a - Unlawful employment of aliens. County will not intentionally award County contracts to any Contractor who knowingly employs unauthorized Alien workers. Any violation of the employment provisions outlined in the Immigration and Nationality Act throughout the term of any Agreement with County may result in immediate termination of the Agreement. County will consider the employment of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. Such violation will be cause for unilateral cancellation of the Agreement, by County, if Contractor knowingly employs unauthorized aliens.

23.24 Inspection, Performance, Supervision: County reserves the right to inspect the Work provided by Contractor, whether partially or fully completed, at any time, as deemed appropriate by County for the purpose of ensuring Contractor's performance under the Agreement. Such inspections performed by County, shall not be construed as a final approval of Contractor's Work, and shall not relieve Contractor from its obligations under the Agreement. County reserves the right to inspect, at any reasonable time with prior notice, Contractor's facilities to assess conformity of the provision of the Work with the Agreement requirements. County reserves the right to investigate or inspect, at any time, whether the provision of the Work complies with the Agreement requirements. Contractor shall at all times during the Agreement term remain responsive and responsible. Contractor must be prepared, if requested by County, to present evidence of experience, ability, and financial standing, as well as a statement as to capacity of Contractor for the performance of the provision of the Work covered under the Agreement. This paragraph shall not mean or imply that it is obligatory upon County to make an investigation either before or after award of the Agreement, but should County elect to do so, Contractor is not relieved from fulfilling all Agreement requirements. Contractor shall supervise and direct the performance of its Work and shall be solely responsible for the means, methods, techniques, sequences, and safety of construction. Contractor will employ and maintain at the Project Site a qualified supervisor or superintendent who shall have been designated in writing by Contractor as Contractor's representative at the Project Site. The supervisor or superintendent shall have full authority to act on behalf of Contractor and all communications given to the supervisor or superintendent shall be as binding as if given directly to Contractor. The supervisor or superintendent shall be present on the Project Site at all times as required to perform adequate supervision and coordination of Contractor's Work.

23.25 Inspector General: Provider agrees to comply with the Inspector General in any investigation, audit, inspection, review, or hearing performed pursuant to Section 20.055, Florida Statutes.

23.26 Lawful Claims and Demands: Should any outstanding claims by Subcontractors or suppliers incurred in the performance of the Work materialize after County has made Payment to Contractor, Contractor will indemnify and save County harmless from such claims. Acceptance by Contractor of payment shall be and shall operate as a release to County of all claims and all liabilities to Contractor, other than claims in stated amounts as may be specifically excepted by Contractor for things done or furnished in connection with the provision of the Work, and for every act and neglect of County and others relating to or arising out of the provision of the Work covered under this Agreement. Any payment, whether final or otherwise, shall not release Contractor or his sureties from any obligations under the Agreement.

23.27 Lobbying: Contractor shall not, in connection with the Agreement, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any County officer or

**CITRUS COUNTY, FLORIDA
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

ITB # 22-124

**C.R. 491 ROADWAY IMPROVEMENTS
FROM AUDUBON PARK PATH to Horace Allen St.**

SECTION 005200

AGREEMENT

employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any County officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.

23.28 Materials, Work, and Facilities: It is understood that, except as otherwise specifically stated in the Contract Documents, Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other Work and facilities of any nature whatsoever necessary to execute, complete, and deliver the Work within the specified time.

23.29 Non-Collusion: Contractor agrees that neither it, nor any of its officers, partners, agents or employees have entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of a free competitive solicitation in connection with this Agreement, and that Contractor intends to do the work with its own bonafide employees or Subcontractors and has not provided a response for the benefit of another contractor. Furthermore, Contractor certifies that its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to submitting a Bid on any public contract.

23.30 Patent and Copyright Responsibility: Any material, design or supplied specified by Contractor or supplied by Contractor pursuant to this Agreement shall not knowingly infringe any patent or copyright, and Contractor shall be solely responsible for securing any necessary licenses required for patented or copyrighted material utilized by Contractor in the performance of the Work.

23.31 Project Site Conditions: Contractor shall be deemed to have examined the Project Site, if applicable and to have secured full knowledge of all conditions under which the Work are to be executed and completed.

23.32 Protection of Persons: Contractor will be responsible for the safety of its employees and the employees of its Subcontractors, during the performance of the Work. Contractor will be responsible for initiating, maintaining, and supervising all safety programs in connection with the performance of the Work in accordance with applicable safety standards and regulations, as promulgated by the United States Occupational Safety and Health Act. Contractor shall report promptly to County any accident or unusual occurrence during performance of the Work, including personal injury or death to any Contractor employee, Subcontractor employee or any member of the public, or any damage to any of County's property, the Project Site, or adjacent property.

23.33 Public Entity Crime: 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, proposal, or reply on a contract to provide any goods or Work to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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

**CITRUS COUNTY, FLORIDA
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

ITB # 22-124

**C.R. 491 ROADWAY IMPROVEMENTS
FROM AUDUBON PARK PATH to Horace Allen St.**

SECTION 005200

AGREEMENT

any public entity in excess of the threshold amount provided in s. 287.017, Florida Statutes for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

23.34 Relationship: Contractor is an independent Contractor to County in the provision of the Work under this Agreement and is not an employee, agent, joint-venture, or partner of County.

23.35 Risk of Loss: Until the Work have been accepted by County, risk of loss or damage to any materials, equipment, supplies or work product, whether partially or fully completed, that are associated with the Work shall remain with Contractor.

23.36 Schedules, Reports and Records: Contractor shall submit to County cost schedules, progress schedules, estimates, records, reports, and any other data, as related to the provision of the Work covered under the Agreement. Furthermore, County reserves the right to inspect and audit Contractor's books and records relating to the Agreement, when deemed appropriate by County. All schedules, reports and records of Contractor, as they relate to the Agreement, shall be retained by Contractor for a period of five (5) years from the date of final payment under the Agreement.

23.37 Scrutinized Companies: Contractor certifies that it is not listed on (a) the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; (b) the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or (c) is engaged in business operations in Cuba or Syria. Contractor further understands and accepts that any contract issued as a result of this Bid shall be subject to Section 287.135, Florida Statutes, and subject to immediate termination by County in the event there is any misrepresentation or false certification on the part of Contractor.

23.38 Security:

23.38.1 Confidentiality: Contractor shall comply fully with all security procedures of County in the performance of the Agreement. Contractor shall not divulge to third parties any information obtained by Contractor or its agents, distributors, resellers, subcontractors, officers, or employees in the course of the provision of the Work without the written consent of County. However, Contractor shall be permitted to release information to third parties if such information is publicly available through no fault of Contractor, information that Contractor developed independently without relying on County's information, or information that is otherwise obtainable under State and Federal law as a public record. To ensure confidentiality, Contractor shall take appropriate measures as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Agreement.

23.38.2 Cybersecurity: Contractor shall take commercially reasonable measures to protect and secure electronic data. Contractor's products and services shall comply with the standards and practices established by the National Institute of Standards and Technology Cybersecurity Framework and the Florida Cybersecurity Act, federal and state regulations, statutes, rules, and requirements applicable to any data in Contractor's or its affiliates or subcontractor's control. Contractor's, its affiliates, and subcontractors' employees shall have completed level II background checks when required by federal, state or local law. The warranties of this paragraph shall survive the Agreement.

**CITRUS COUNTY, FLORIDA
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

ITB # 22-124

**C.R. 491 ROADWAY IMPROVEMENTS
FROM AUDUBON PARK PATH to Horace Allen St.**

SECTION 005200

AGREEMENT

23.38.3 Security of Information: Contractor and its subcontractor's must implement technical and organizational measures to ensure security of processing personally identifiable information (PII), payment card industry data security standard (PCI), personal health information (PHI), confidential or protected data. Contractor must provide for the security of such information by using appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections and audits. Contractor agrees to maintain reasonable network security that, at a minimum, includes a network firewall. The warranties of this paragraph shall survive the Agreement.

23.38.4 Security Incident Notification and Action: If Contractor becomes aware of a cybersecurity event or security incident, Contractor must: notify County, in writing, within twenty-four (24) hours of becoming aware of any confirmed or suspected cybersecurity incident or threat; investigate such incident or threat; conduct an analysis of the cause of such incident; and provide County with periodic updates of any ongoing investigation. Contractor shall implement an appropriate plan to remediate the cause of such security incident and mitigate any loss or compromise of data due to the security incident. Contractor shall also provide notification of the security incident to potentially affected persons; credit monitoring services; identification protection services; a call center established and operated by Contractor; notification to any regulatory authorities; and any other functions, services or penalties as may be required by law. The warranties of this paragraph shall survive the Agreement.

23.39 Severability: If a court deems any provision of the Agreement void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

23.40 Survival: All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

23.41 Taxes: Contractor shall pay all sales, consumer, use and other similar taxes required to be paid by Contractor in accordance with the laws and regulations of the State of Florida which are applicable to the performance of the Work under the Agreement. County will not pay for any personal property taxes levied on Contractor or for any taxes levied on Contractor's employees' wages. County is a political subdivision of the State of Florida and holds a State of Florida Sales Tax Exemption Certificate (No. 85-8012621778C-1). All purchases made by County directly from a dealer, distributor or manufacturer for materials, equipment, or supplies ("direct purchase") instead of through Contractor are exempt from sales, consumer, use and other similar taxes.

23.42 Waiver: The delay or failure by County to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of County's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right by County.

23.43 Workforce Labor: County believes that the hiring of workforce labor by contractors to whom County awards contracts should, to the maximum extent, be citizens within its boundaries that are unemployed or seeking work for the first time. To that extent, County has agreed to notify Career Source CLM of all awards involving construction and other types of services. Career Source CLM is a local business-led organization

**CITRUS COUNTY, FLORIDA
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

ITB # 22-124

**C.R. 491 ROADWAY IMPROVEMENTS
FROM AUDUBON PARK PATH to Horace Allen St.**

SECTION 005200

AGREEMENT

that plans and coordinates quality employment and training services for businesses and individual career seekers in Citrus County. Contractor will be contacted by Career Source CLM, to discuss hiring through its staff and services. Contractor's participation with Career Source CLM is not required as a condition of this Agreement, but rather an opportunity for greater support for the community of Citrus County and Contractor in hiring assistance.

24.0 Gopher Tortoise Relocation: If necessary, it shall be the Contractors responsibility to obtain and comply with a Standard Gopher Tortoise Relocation Permit from the Florida Fish and Wildlife Conservation Commission, pursuant to Rules 68A-9.002, 68A-25.002 and 68A-27.004, F.A.C.

25.0 Florida Department of Transportation: Contractor and Subcontractor hereby agrees to comply with the requirements set forth in the State Funded Grant Agreement FPN No. 434498 2 54 01 and Contract NO. G1M59 and all related documents associated with ITB 22-124 C.R. 491 Roadway Improvements from Audubon Park Path to Horace Allen St. Project.

26.0 Subcontracts: Contractor agrees to include in all subcontracts, that the subcontractor is bound by the terms of this Agreement and Florida Department of Transportation Grant Agreement, and the subcontractor is bound by all applicable county, state and federal laws and regulations. Each subcontract with every subcontractor must contain a clause committing the subcontractor to employment of local labor to the maximum extent possible.

27.0 Accessible Electronic Information Technology: Contractor must provide electronic and information technology resources in complete compliance with the accessibility standards provided in Rule 60-8.002, F.A.C., as modified from time to time.

28.0 Authority: Each person signing the Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

**CITRUS COUNTY, FLORIDA
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

ITB # 22-124

**C.R. 491 ROADWAY IMPROVEMENTS
FROM AUDUBON PARK PATH to Horace Allen St.**

SECTION 005200

AGREEMENT

IN WITNESS WHEREOF, this Agreement is accepted by the parties as of the date noted below.

Signature of Witness (1)

CONTRACTOR

Printed Name of Witness (1)

BY: _____

Signature of Witness (2)

Printed Name of Witness (2)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2023, by _____ as _____ who is ☐ personally known to me or ☐ who produced _____ as identification.

Witness my hand and official seal this _____ day of _____, 2023.

Official use only

NOTARY PUBLIC Signature
Printed Name: _____
Commission No.: _____
Expiration Date: _____

SEAL

CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ATTEST:

ANGELA VICK, CLERK

BY: _____
RUTHIE DAVIS SCHLABACH, CHAIRMAN

DATE: _____

CITRUS COUNTY, FLORIDA
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
ITB # 22-124

C.R. 491 ROADWAY IMPROVEMENTS
FROM AUDUBON PARK PATH to Horace Allen St.

SECTION 005450
NOTICE OF COMMENCEMENT

Permit No. _____
 STATE OF FLORIDA

Parcel ID No. _____
 COUNTY OF CITRUS

THE UNDERSIGNED hereby gives notice that improvement will be made to certain real property, and in accordance with Chapter 713, Florida Statutes, the following information is provided in this Notice of Commencement:

1. Description of Property: Alt Key: _____ Address: _____ Sec: ____ Twp: ____ Rng: ____
 Legal Description: _____
2. General Description of Improvement: _____
3. Owner Information: Name and Address: Citrus County, Florida, a political subdivision of the State of Florida, 3600 W. Sovereign Path, Lecanto, FL 34461
 Name and Address of Fee Simple Titleholder (If other than owner): _____
4. Contractor Name and Address: _____
 Phone Number: (____) ____ - _____
5. Surety Name and Address: _____
 Phone Number: (____) ____ - _____ Amount of Bond: _____
6. Lender Name and Address: _____
7. Persons within the State of Florida designated by Owner upon whom notices or other documents may be served as provided by Section 713.13(1) (a) (7), Florida Statutes: Name and Address: _____
 Phone numbers of designated persons: (____) _____
8. In addition to himself or herself, Owner designates: ____ of ____ to receive a copy of the Lienor's Notice as provided in Section 713.13(1) (b), Florida Statutes.
 Phone number of person or entity designated by owner: _____
9. Expiration date of Notice of Commencement (the expiration date is (1) year from the date of recording unless specified): _____

WARNING TO OWNER: ANY PAYMENTS MADE BY THE OWNER AFTER THE EXPIRATION OF THE NOTICE OF COMMENCEMENT ARE CONSIDERED IMPROPER PAYMENTS UNDER CHAPTER 713, PART I, SECTION 713.13, FLORIDA STATUTES, AND CAN RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.

 Ruthie Davis Schlabach, Chairman, Citrus County, Florida

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__ by

_____, as _____ for
 (Name of Person) (Type of Authority (e.g., officer, trustee, attorney in fact))

 (Name of Party on behalf of who instrument was executed)

 (Signature of Notary)

 (Print, Type or Stamp Name of Notary)

Personally known ____ OR Produced Identification ____ Type of Identification produced: _____

Under penalties of perjury, I declare that I have read the foregoing and that the facts stated in it are true to the best of my knowledge and belief.

 Ruthie Davis Schlabach, Chairman, Citrus County, Florida

ITB # 22-124
 005450-1

ITB # 22-124

SECTION 005450 (CONT'D)

NOTICE OF COMMENCEMENT

NOTICE OF COMMENCEMENT - Attachment

Project: Citrus County, Florida ITB #22-124
C.R. 491 ROADWAY IMPROVEMENTS FROM AUDUBON PARK PATH to Horace Allen St.

Contractor: _____

Legal Description: (BLANK FORM FROM COUNTY)

END OF SECTION

**CITRUS COUNTY, FLORIDA
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

ITB # 22-124

**C.R. 491 ROADWAY IMPROVEMENTS
FROM AUDUBON PARK PATH to Horace Allen St.**

SECTION 005500

NOTICE TO PROCEED

(Contractor)

DATE: _____

RE: Notice to Proceed on Project:

**CITRUS COUNTY, FLORIDA
ITB #22-124
C.R. 491 ROADWAY IMPROVEMENTS FROM AUDUBON PARK PATH to HORACE
ALLEN ST.**

You are notified that the Contract Time under the above contract will commence to run on _____, 20____. On that date you are to start performing the Work and your other obligations under the Contract Documents. Based on the Contract Time stated in the Agreement, we calculate that the dates of Substantial Completion and Final Completion are _____, 20____ and _____, 20____, respectively.

Work at the site must be started by _____, 20____ as indicated in the Contract Documents.

Enclosed is one (1) set of conformed Drawings and one (1) bound copy of the conformed Project Manual containing:

Instructions to Bidders
Bid Form
Bid Bond
Executed Agreement
Payment Bond Form
Performance Bond Form
Certificates of Insurance
General Conditions
Supplementary Conditions
Notice of Award
Certificate of Owner's Attorney
Specifications
Addenda Numbers ____ through ____
General Requirements

ITB # 22-124

SECTION 005500 (CONT'D)

NOTICE TO PROCEED

OWNER: CITRUS COUNTY, FLORIDA (Authorized Signature) <u>Walter Eastmond</u> (Print or Type Name) <u>Technical Services Director & PM</u> (Title) Acct. No.: _____	<u>Acknowledge Receipt of Notice</u> CONTRACTOR: _____ By: _____ (Signature) _____ (Print or Type Name) _____ (Title) _____ (Date)

Copy to Engineer: (Use Certified Mail, Return Receipt Requested.)

END OF SECTION

**CITRUS COUNTY, FLORIDA
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

ITB # 22-124

**C.R. 491 ROADWAY IMPROVEMENTS
FROM AUDUBON PARK PATH to Horace Allen St.**

SECTION 006113

PERFORMANCE AND PAYMENT BOND

BID BOND

In accordance with Citrus County's Administrative Regulations, any project for the construction of a public building, for the prosecution and completion of a public work, or the repairs upon a public building or public work for \$100,000.00 or more will require a Bid Bond.

Bidders must include with their Bid a Bid Bond payable to Citrus County Florida in the amount of five percent (5%) of the total amount of the Bid. The Bid Bond must be an original and signed and sealed by the surety agent. A certified check or cashier's check in the amount of five percent (5%) of the total amount of the Bid may be used in lieu of a Bid Bond.

As soon as a decision has been made as to Award, the County will return the Bid Bond, or check, to the unsuccessful Bidders. The Bid Bond, or check, of the Successful Bidder will be retained until the Successful Bidder has provided the County with Payment and Performance Bonds, at which time the Bid Bond, or check, will be returned to the Successful Bidder. If the Successful Bidder does not execute an Agreement after a Notice of Intent to Award has been issued, the Bid Bond of the Successful Bidder must become the property of the County.

The bonds must be in the form prescribed in Section 255.05 Florida Statutes. The rating of the surety company must be A.M. Best's Rating of A-, VI or better. The surety company executing the Bonds must be authorized to transact business in the State of Florida as a surety. The Attorney in-Fact who signs the bonds must file with each bond a certified and effective date copy of their Power of Attorney. The bonds must show the name, address and phone number of the Contractor, the Surety Company and the County. The bond must indicate the Bid Number, a general description of the project, and the address where the work will take place.

PAYMENT AND PERFORMANCE BONDS

In accordance with Citrus County's Administrative Regulations, any project for the construction of a public building, for the prosecution and completion of a public work, or the repairs upon a public building or public work for \$100,000.00 or more will require Payment and Performance Bonds.

The Successful Bidder will be required to procure Payment and Performance Bonds, each in the amount of one hundred percent (100%) of the Contract amount, for the faithful performance of the Contract. After Notice of Award and execution of an Agreement, the Successful Bidder must have ten (10) days to provide the Performance and Payment Bonds to the County.

ITB # 22-124

SECTION 006113 (CONT'D)

PERFORMANCE AND PAYMENT BOND

The Successful Bidder will be responsible for recording the Payment and Performance Bonds in the public records of Citrus County. Once recorded, the Successful Bidder must deliver a receipt from the Clerk of the Circuit Court confirming that the Bonds have been recorded, along with two certified copies of the Bonds to the Contact Person.

The bonds must be in the form prescribed in Section 255.05 Florida Statutes. The rating of the surety company must be A.M. Best's Rating of A-, VI or better. The surety company executing the Bonds must be authorized to transact business in the State of Florida as a surety. The Attorney in-Fact who signs the bonds must file with each bond a certified and effective date copy of their Power of Attorney. The bonds must show the name, address and phone number of the Contractor, the Surety Company and the County. The bond must indicate the Bid Number, a general description of the project, and the address where the work will take place.

END OF SECTION

SECTION 006216
CERTIFICATE OF INSURANCE FORM

CERTIFICATE OF LIABILITY INSURANCE				DATE (MM/DD/YY):		
PRODUCER:			THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGES AFFORDED BY THE POLICIES BELOW			
Phone No.						
INSURED:			COMPANY A			
			COMPANY B			
			COMPANY C			
			COMPANY D			
COVERAGES 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 TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EFFECTIVE DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY				GENERAL AGGREGATE	\$
	COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG	\$
	☐ CLAIMS MADE ☐ OCCUR				PERSONAL & ADVERT. INJURY	\$
	OWNER'S & CONTRACTORS PROT				EACH OCCURRENCE	\$
					FIRE DAMAGE (Any one fire)	\$
					MED EXP (Any one person)	\$
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT	\$
	ANY AUTO				BODILY INJURY (Per person)	\$
	ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	SCHEDULED AUTOS				PROPERTY DAMAGE	\$
	HIRED AUTOS					
	NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EACH ACCIDENT	\$
	ANY AUTO				OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	\$
					AGGREGATE	\$
	EXCESS LIABILITY				EACH OCCURRENCE	\$
	UMBRELLA FORM				AGGREGATE	\$
	OTHER THAN UMBRELLA FORM					\$
	WORKERS COMPENSATION & EMPLOYERS LIABILITY				☒ WC STATUTORY LIMITS	
					OTHER	
	THE PROPRIETOR / PARTNERS / EXECUTIVE OFFICERS ARE:				EL EACH ACCIDENT	\$
	INCL ☐				EL DISEASE - POLICY LIMIT	\$
	EXCL ☐				EL DISEASE - EACH EMPLOYEE	\$
					EMPLOYERS LIABILITY	\$
	OTHER					
	BUILDERS RISK COVERAGE				AT ANY ONE LOCATION	\$
	EXPLOSION, COLLAPSE, & UNDERGROUND COVERAGES				AT ANY ONE LOCATION	\$
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / SPECIAL TERMS;						
CERTIFICATE HOLDER, OFFICERS, EMPLOYEES, ENGINEERS & CONSULTANTS ARE LISTED AS AN ADDITIONAL INSURED AS RESPECTS TO GENERAL LIABILITY, AUTOMOBILE, AUTOMOBILE LIABILITY AND BUILDERS RISK.						
ADDITIONAL INSURED:						
		PROFESSIONAL ENGINEERING CONSULTANTS, INC				
CERTIFICATE HOLDER:			CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 5 (CALENDAR) DAYS WRITTEN NOTICE OF THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO MAIL SUCH NOTICE MUST IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.			
			AUTHORIZED REPRESENTATIVE:			

SECTION 006276 (CONT'D)

APPLICATION FOR PARTIAL PAYMENT

NOTE: FORM (006276) WILL BE PROVIDED TO CONTRACTOR AT THE PRE-CONSTRUCTION CONFERENCE IN WORD FORMAT AND A LEGAL SIZE HARD COPY.

SECTION 006276 (CONT'D)

APPLICATION FOR PARTIAL PAYMENT							
		CITRUS COUNTY FLORIDA ITB #22-124 C.R. 491 ROADWAY IMPROVEMENTS FROM AUDUBON PARK PATH to Horace Allen St. Project No.: Engineering Project # 18-095		Name of Contractor: _____ Address: _____ _____ Contractor's Project No.: _____		FOR PAY PERIOD _____ to _____	PERIODIC ESTIMATE NO. _____
2. Schedule of Contract Change Orders				Additions to Original Contract Price		Deductions From Contract Price As Shown On Change Orders (7)	
Contract Change Order		Related Item	Description (4)	Cost of Items Added By C.O. (5)	Cost of C.O. Items Completed to Date (6)		
No.	Date (2)						
TOTALS							
3. ANALYSIS OF ADJUSTED Contract AMOUNT TO DATE A. Original Contract Amount (Subtotal Col. 5 PART 1)..... \$ B. Plus: Additions Scheduled in Column 5 Above + C. Less: Deductions Scheduled in Column 7 Above - D. Adjusted Contract Amount to Date \$							
4. ANALYSIS OF Work PERFORMED A. Cost of Original Contract Work Performed to Date (Subtotal Col. 7 PART 1)..... \$ B. Extra Work Performed to Date (Total Col. 6 above) C. Total Cost of Work Performed to Date \$ D. Less: Amount Retained: ☐ % Cost of Work Performed to Date (Line 4c) ☐ Fixed Amount - E. Net Amount Earned on Contract Work to Date \$ F. Add: Material Stored at Close of this Period (90% of _____) + G. Subtotal of E. and F. \$ H. Less: Amount of Previous Certificates for Payment..... - I. Balance Due this Payment \$							
5. CERTIFICATE OF CONTRACTOR According to the best of my knowledge and belief, I certify that all items and amounts shown on the face of the Application for Partial Payment are correct; that all Work has been performed and/or material supplied in full accordance with the requirements of the referenced Contract, and/or duly authorized deviations, substitutions, alternations, and/or additions; that are foregoing is a true and correct statement of the Contract account up to and including the last day of the period covered by this Partial Payment, no part of the "Balance Due This Payment" has been received, and that the undersigned and his subcontractors have - (check applicable line): ☐ Complied with all the labor provisions of said Contract. ☐ Complied with all the labor provisions of said Contract except in those instances where an honest dispute exists with respect to said labor provisions.							
Contractor: _____ By: _____ Date: _____ (Name / Title)							
6. CERTIFICATION OF ARCHITECT OR ENGINEER I certify that I have checked and verified the above and foregoing Periodic Estimate for Partial Payment; that to the best of my knowledge and believe it is a true and correct statement of Work performed and/or material supplied by the Contractor; ☐ that all Work and/or material included in this Periodic Estimate has been inspected by me and/or duly authorized representative or assistants and that is has been performed and/or supplied in full accordance with requirements of the referenced Contract; ☐ all Work and/or material included in this Periodic Estimate has been inspected and verified by the County's Field Representative. And that partial payment claimed and requested by the Contractor is correctly computed on the basis of Work performed and/or material supplied to date. Company Name: _____ Signed: _____ Date: _____ (Architect or Engineer)							
7. PREPAYMENT CERTIFICATION BY FIELD ENGINEER I certify that to the best of my knowledge and belief that all Work and/or materials under the Contract has been inspected by me and that it has been performed and or supplied in full accordance with the requirements of the Contract. Further, I have checked this estimated against the notes and reports of my inspections of the project, and the periodic reports submitted by the Architect/Engineer. It is my opinion that the statement of Work performed and/or materials supplied is accurate, that the Contractor is observing the requirements of the Contract, and that the Contractor should be paid the amount requested above. County's Field Representative: _____ Date: _____							
8. APPROVED FOR PAYMENT By: _____ Date: _____ (Name / Title) Citrus County							

SECTION 006276 (CONT'D)



APPLICATION FOR PARTIAL PAYMENT

CITRUS COUNTY, FLORIDA

ITB #22-124

C.R. 491 ROADWAY IMPROVEMENTS
FROM AUDUBON PARK PATH to Horace
Allen St.

Project No.: Engineering Project # 18-095

Name of Contractor: _____

Address: _____

Contractor's Project No.: _____

FOR PAY PERIOD

to

PERIODIC
ESTIMATE
NO.

1. COST OF WORK COMPLETED TO DATE UNDER ORIGINAL CONTRACT ONLY.

Entries must be limited to Work and costs under the original Contract only.
(Work and cost data under change orders is to be shown in Part 2 of this form.)

Columns (6) and (7): Show all Work completed to date under original Contract.
 Column (8): Enter the difference between entries in columns (5) and (7).
 Column (9): Show percent ratio of column (7) to column (5).

[illegible]

SECTION 006276 (CONT'D)



APPLICATION FOR PARTIAL PAYMENT

CITRUS COUNTY, FLORIDA

ITB #22-124

C.R. 491 ROADWAY IMPROVEMENTS
FROM AUDUBON PARK PATH to Horace
Allen St.

Project No.: Engineering Project # 18-095

Name of Contractor: _____

Address: _____

Contractor's Project No.: _____

FOR PAY PERIOD

to

PERIODIC
ESTIMATE
NO.

1. COST OF WORK COMPLETED TO DATE UNDER ORIGINAL CONTRACT ONLY.

Entries must be limited to Work and costs under the original Contract only.
(Work and cost data under change orders is to be shown in Part 2 of this form.)

Columns (6) and (7): Show all Work completed to date under original Contract.
Column (8): Enter the difference between entries in columns (5) and (7).
Column (9): Show percent ratio of column (7) to column (5).

[illegible]

SECTION 006276 (CONT'D)



STORED MATERIALS

PREPARED BY: _____

CITRUS COUNTY, FLORIDA

ITB #22-124

C.R. 491 ROADWAY IMPROVEMENTS
FROM AUDUBON PARK PATH to Horace
Allen St.

Project No.:Engineering Project # 18-095

Name of Contractor: _____

Address: _____

Contractor's Project No.: _____

FOR PAY PERIOD

to

PERIODIC
ESTIMATE
NO.

[illegible]

SECTION 006276 (CONT'D)

EXAMPLE OF SURETY LETTER
CONSENT TO PARTIAL PAYMENT

_____, 20____

County Contact: _____

Title: _____

Citrus County, Florida

3600 W. Sovereign Path, Suite 241

Lecanto, FL 34461

SUBJECT: Citrus County, Florida

ITB #22-124

**C.R. 491 ROADWAY IMPROVEMENTS FROM AUDUBON PARK PATH to
HORACE ALLEN ST.**

RE: Bond No. _____

Sir/Madam:

Pursuant to the bond executed on _____, 20____, (SURETY CO. NAME),
hereby consents to partial payment under the contract between Citrus County and _____
_____, in the amount of \$_____

pursuant to

Application No. _____.

Sincerely,

(SURETY CO. NAME)

Resident Agent

END OF SECTION

SECTION 006313**CITRUS COUNTY, FLORIDA**

3600 W. Sovereign Path, Suite 241
Lecanto, FL 34461

FORM 006313

REQUEST FOR
INFORMATION
(RFI)

No.: _____

PROJECT DATA:

NAME: _____

LOCATION: _____

OTHER: _____

PROJECT NO.: _____

DATE: _____

REFERENCE: _____

QUESTION:

B y: _____

DATE: _____

REPLY:

B y: _____

DATE: _____

☐ OWNER: _____☐ CONTRACTOR: _____☐ ENGINEER: _____☐ FIELD: _____☐ SUBCONSULTANT: _____☐ OTHER: _____**END OF SECTION**

SECTION 006355

CONTINGENCY ALLOWANCE



Board of County Commissioners

DEPARTMENT OF PUBLIC WORKS
DIVISION OF ENGINEERING
3600 W. Sovereign Path, Suite 241
Lecanto, Florida 34461
Telephone: (352) 527-5446 Fax: (352) 527-5482
Citrus Springs/Dunnellon/Inglis/Yankeetown area
Toll Free (352) 489-2120
TTY Telephone: (352) 527-0825 or (352) 527-5312

Project Name

Contingency Allowance Authorization Tracking

CAA No.

Re:

CAA Draft completed by Construction, Engineering & Inspection (CEI) and forwarded to Citrus County Project Manager on:

Date

Action by Citrus County Project Manager

Approved As
Submitted:

Approved as
Corrected:

CAA review completed by Project Manager and CAA forwarded to Engineering Division Director on:

Date

Action by Citrus County Division Director

Approved As
Submitted:

Approved as
Corrected:

CAA review completed by Division Director and CAA forwarded to Department of Public Works Director on:

Date

Action by Citrus County Department Director

Approved As
Submitted:

Approved as
Corrected:

CAA forwarded to the Contractor/Consultant for Signature Date: _____

CAA returned from the Contractor with Signature Date: _____

CAA signed by Residential Project Administrator (RPA) Date: _____

CAA forwarded to Citrus County Project Manager Date: _____

CAA signed by Citrus County Project Manager Date: _____

Signed copies of CAA forwarded to RPA, Contractor, and Finance Date: _____

SECTION 006355

CONTINGENCY ALLOWANCE

Contingency Allowance Adjustment

Project Description		FDOT FM	
Contractor		ITB #	
Address		Citrus County Project #	

ORIGINAL PURCHASE ORDER AMOUNT:	\$	
AMOUNT OF CONTINGENCY (included in P.O.):	\$	
AMOUNT OF PREVIOUS CONTINGENCY ADJUSTMENTS:	\$	
PROJECTED COST OF THIS CONTINGENCY ADJUSTMENT:	\$	
CONTINGENCY BALANCE AMOUNT:	\$	

Description of Change	Quantity	Unit Price	Total Amount

Reason for Field Order:

Subject to the conditions set forth below an equitable adjustment is established as follows:

The contract price is \$ The contract to time complete work is

The foregoing is in accordance with your contract dated _____ and as listed below:

- A. The aforementioned change and work affected thereby are subject to all contract stipulations and covenants.
- B. The rights of the Owner are not prejudiced; and
- C. All claims against the Owner which are incidental to or as a consequence of the aforementioned change are satisfied.

	Signature	Title	Date
Owner/ Representative			
Contractor			
Design Consultant (if applicable)			
FDOT (if applicable)			

SECTION 006363



CITRUS COUNTY, FLORIDA

3600 W. Sovereign Path, Suite 241
Lecanto, FL 34461

SECTION 006363

FIELD ORDER NO. _____

CITRUS COUNTY, FLORIDA

**C.R. 491 ROADWAY IMPROVEMENTS FROM AUDUBON PARK PATH
to HORACE ALLEN ST.**

ITB #22-124

DATE: _____

PROJECT NO.: _____

CONTRACTOR: _____

AGREEMENT: _____

The following changes are hereby made to the CONTRACT DOCUMENTS.

Original CONTRACT PRICE \$ _____

Current CONTRACT PRICE ADJUSTED by previous CHANGE ORDER \$ _____

Net Increase (Decrease) Resulting from this CHANGE ORDER \$ _____

The current CONTRACT PRICE including this CHANGE ORDER \$ _____

ORIGINAL CONTRACT TIME:

_____ Consecutive Calendar Days from Notice to Proceed Date: _____

Current CONTRACT TIME adjusted by previous CHANGE ORDERS Date: _____

Net Increase Resulting from this CHANGE ORDER Days: _____

Current CONTRACT TIME Including this CHANGE ORDER Date: _____

CHANGES ORDERED:

SECTION 006363 (CONT'D)

FIELD ORDER NO. _____

I. GENERAL

This field order is necessary to cover changes in the work to be performed under this Contract. The GENERAL CONDITION, SUPPLEMENTARY CONDITIONS, SPECIFICATIONS and all parts of the Project Manual listed in Article 1, Definitions, of the GENERAL CONDITIONS apply to and govern all work under this change order.

II. REQUIRED CHANGES

III. JUSTIFICATION

IV. NARRATIVE OF NEGOTIATIONS

V. PAYMENT

Field Order Item No.	Description	Net Increase (Decrease) Quantity	Unit	Unit Price	Net Increase (Decrease) Price
Total Net Increase (Decrease) Field Order No. _____					

VI. APPROVAL AND CHANGE AUTHORIZATION

This proposed change to the Contract is to be approved by the Citrus County Commission.

SECTION 006363 (CONT'D)

FIELD ORDER NO. _____

Acknowledgements:

The aforementioned change, and work affected thereby, is subject to all provisions of the original contract not specifically changed by this Field Order; and,

It is expressly understood and agreed that the approval of the Field Order must have no effect on the original contract other than matters expressly provided herein.

CONTRACTOR acknowledges, by its execution and acceptance of this Field Order, that the adjustments in Contract Price and Time shown hereon constitute full and complete compensation and satisfaction for all costs and modifications of performance time incurred by the CONTRACTOR as a result of this Field Order. No other claim for increased costs of performance or modifications of time will be granted by the OWNER for the Work covered by this Field Order. The CONTRACTOR hereby waives and releases any further claims for cost or time against the OWNER arising from or relating to the matters or Work set forth or contemplated by this Field Order.

RECOMMENDED BY:

(Engineering Firm Name)

ACCEPTED BY:

CONTRACTOR: _____By: _____
(Signature)By: _____
(Signature)

Date: _____

Date: _____

Title: _____

Title: _____

APPROVED BY:

CITRUS COUNTY, FLORIDA
(Owner)

By: _____

Date: _____

Attest: _____

FOR USE AND RELIANCE ONLY BY
CITRUS COUNTY, APPROVED AS TO FORM
AND LEGALITY THIS _____ DAY OF _____
_____, 20__.

APPROVED BY THE CITRUS COUNTY
COMMISSION IN A MEETING HELD ON
_____, 20__ UNDER
AGENDA ITEM NO. _____.

By: _____
(County Attorney)**END OF SECTION**

**CITRUS COUNTY, FLORIDA
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

ITB # 22-124

**C.R. 491 ROADWAY IMPROVEMENTS
FROM AUDUBON PARK PATH to Horace Allen St.**

SECTION 006516

CERTIFICATE OF SUBSTANTIAL COMPLETION

OWNER's Project No. _____

ENGINEER's Project No. _____

**CITRUS COUNTY, FLORIDA
ITB #22-124
C.R. 491 ROADWAY IMPROVEMENTS
FROM AUDUBON PARK PATH to HORACE ALLEN ST.**

CONTRACTOR: _____

Contract For: _____

Contract Date: _____

This Certificate of Substantial Completion applies to all Work under the Contract Documents or to the following specified parts thereof:

To _____
(Owner)

And To _____
(Contractor)

The Work to which this Certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR and ENGINEER, and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on

(Date of Substantial Completion)

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of CONTRACTOR to complete all the Work in accordance with the Contract Documents. When this Certificate applies to a specified part of the Work the items in the tentative list must be completed or corrected by CONTRACTOR within _____ days of the above date of Substantial Completion.

SECTION 006516 (CONT'D)

CERTIFICATE OF SUBSTANTIAL COMPLETION

The date of Substantial Completion is the date upon which all guaranties and warranties begin, except as follows:

The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities and insurance must be as follows:

RESPONSIBILITIES:

OWNER: _____

CONTRACTOR: _____

The following documents are attached to and made a part of this Certificate:

Executed by ENGINEER on _____, 20____.

(Engineer)

By _____

The CONTRACTOR accepts this Certificate of Substantial Completion on:

_____, 20____.

(Contractor)

By _____

END OF SECTION

SECTION 007200

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by



Issued and Published Jointly by



Endorsed by



SECTION 007200

These General Conditions have been prepared for use with the Agreement Between Owner and Contractor for Construction Contract (EJCDC® C-520, Stipulated Sum, or C-525, Cost-Plus, 2013 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other.

To prepare supplementary conditions that are coordinated with the General Conditions, use EJCDC's Guide to the Preparation of Supplementary Conditions (EJCDC® C-800, 2013 Edition). The full EJCDC Construction series of documents is discussed in the Commentary on the 2013 EJCDC Construction Documents (EJCDC® C-001, 2013 Edition).

Copyright © 2013:

National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

The copyright for this document is owned jointly by the three sponsoring organizations listed above. The National Society of Professional Engineers is the Copyright Administrator for the EJCDC documents; please direct all inquiries regarding EJCDC copyrights to NSPE.

NOTE: EJCDC publications may be purchased at www.ejcdc.org, or from any of the sponsoring organizations above.

SECTION 007200

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

TABLE OF CONTENTS

PLEASE NOTE PAGES ARE SPECIFIC TO SECTION 007200

	Page
ARTICLE 1 – Definitions and Terminology	6
1.01 Defined Terms	6
1.02 Terminology	10
ARTICLE 2 – Preliminary Matters	11
2.01 Delivery of Bonds and Evidence of Insurance	11
2.02 Copies of Documents	11
2.03 Before Starting Construction.....	11
2.04 Preconstruction Conference; Designation of Authorized Representatives.....	11
2.05 Initial Acceptance of Schedules	12
2.06 Electronic Transmittals	12
ARTICLE 3 – Documents: Intent, Requirements, Reuse	12
3.01 Intent	12
3.02 Reference Standards	13
3.03 Reporting and Resolving Discrepancies	13
3.04 Requirements of the Contract Documents.....	14
3.05 Reuse of Documents.....	14
ARTICLE 4 – Commencement and Progress of the Work	14
4.01 Commencement of Contract Times; Notice to Proceed.....	14
4.02 Starting the Work	14
4.03 Reference Points.....	15
4.04 Progress Schedule.....	15
4.05 Delays in Contractor’s Progress.....	15
ARTICLE 5 – Availability of Lands; Subsurface and Physical Conditions; Hazardous Environmental Conditions	15
5.01 Availability of Lands.....	16
5.02 Use of Site and Other Areas.....	16
5.03 Subsurface and Physical Conditions.....	17
5.04 Differing Subsurface or Physical Conditions	17
5.05 Underground Facilities	19
5.06 Hazardous Environmental Conditions at Site.....	20
ARTICLE 6 – Bonds and Insurance	22
6.01 Performance, Payment, and Other Bonds.....	22
6.02 Insurance—General Provisions	22
6.03 Contractor’s Insurance	23
6.04 Owner’s Liability Insurance.....	25
6.05 Property Insurance.....	25
6.06 Waiver of Rights.....	27
ARTICLE 7 – Contractor’s Responsibilities	28
7.01 Supervision and Superintendence	28
7.02 Labor; Working Hours	28
7.03 Services, Materials, and Equipment.....	28
7.04 “Or Equals”.....	29

SECTION 007200

7.05	Substitutes.....	30
7.06	Concerning Subcontractors, Suppliers, and Others.....	31
7.07	Patent Fees and Royalties.....	32
7.08	Permits	33
7.09	Taxes.....	33
7.10	Laws and Regulations	33
7.11	Record Documents	33
7.12	Safety and Protection.....	34
7.13	Safety Representative	35
7.14	Hazard Communication Programs.....	35
7.15	Emergencies.....	35
7.16	Shop Drawings, Samples, and Other Submittals.....	35
7.17	Contractor's General Warranty and Guarantee	37
7.18	Indemnification.....	38
7.19	Delegation of Professional Design Services.....	38
ARTICLE 8	– Other Work at the Site	39
8.01	Other Work	39
8.02	Coordination	39
8.03	Legal Relationships	39
ARTICLE 9	– Owner's Responsibilities	40
9.01	Communications to Contractor	40
9.02	Replacement of Engineer	40
9.03	Furnish Data	40
9.04	Pay When Due	41
9.05	Lands and Easements; Reports, Tests, and Drawings.....	41
9.06	Change Orders	41
9.07	Inspections, Tests, and Approvals	41
9.08	Limitations on Owner's Responsibilities.....	41
9.09	Evidence of Financial Arrangements.....	41
9.10	Safety Programs.....	41
ARTICLE 10	– Engineer's Status During Construction	41
10.01	Owner's Representative	41
10.02	Visits to Site.....	41
10.03	Project Representative	42
10.04	Rejecting Defective Work.....	42
10.05	Shop Drawings, Change Orders and Payments.....	42
10.06	Determinations for Unit Price Work.....	42
10.07	Decisions on Requirements of Contract Documents and Acceptability of Work.....	42
10.08	Compliance with Safety Program	42
ARTICLE 11	– Amending the Contract Documents; Changes in the Work	43
11.01	Amending and Supplementing Contract Documents	43
11.02	Owner-Authorized Changes in the Work	43
11.03	Unauthorized Changes in the Work.....	43
11.04	Change of Contract Price	44
11.05	Change of Contract Times	45
11.06	Change Proposals	45
11.07	Execution of Change Orders	45
11.08	Notification to Surety	46

SECTION 007200

ARTICLE 12 – Claims	46
12.01 Claims	46
ARTICLE 13 – Cost of the Work; Allowances; Unit Price Work	47
13.01 Cost of the Work	47
13.02 Allowances	49
13.03 Unit Price Work.....	50
ARTICLE 14 – Tests and Inspections; Correction, Removal or Acceptance of Defective Work.....	50
14.01 Access to Work.....	50
14.02 Tests, Inspections, and Approvals	50
14.03 Defective Work	51
14.04 Acceptance of Defective Work.....	52
14.05 Uncovering Work	52
14.06 Owner May Stop the Work	53
14.07 Owner May Correct Defective Work	53
ARTICLE 15 – Payments to Contractor; Set-Offs; Completion; Correction Period.....	53
15.01 Progress Payments.....	53
15.02 Contractor’s Warranty of Title.....	56
15.03 Substantial Completion	56
15.04 Partial Use or Occupancy	57
15.05 Final Inspection	57
15.06 Final Payment.....	58
15.07 Waiver of Claims.....	59
15.08 Correction Period.....	59
ARTICLE 16 – Suspension of Work and Termination.....	60
16.01 Owner May Suspend Work.....	60
ARTICLE 17 – Disputes	60
ARTICLE 18 – Miscellaneous	60
18.01 Computation of Times.....	60
18.02 Cumulative Remedies	60
18.03 Limitation of Damages.....	60
18.04 No Waiver.....	60
18.05 Survival of Obligations	61
18.06 Controlling Law.....	61
18.07 Headings	61

SECTION 007200

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
 3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 5. *Bidder*—An individual or entity that submits a Bid to Owner.
 6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
 7. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
 8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
 9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
 10. *Claim*—(a) A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein: seeking an adjustment of Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract; or (b) a demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal; or seeking resolution of a contractual issue that Engineer has declined to address. A demand for money or services by a third party is not a Claim.
 11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature

SECTION 007200

whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

12. *Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents. .
15. *Contract Times*—The number of days or the dates by which Contractor must: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
17. *Cost of the Work*—See Paragraph 13.01 for definition.
18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
20. *Engineer*—*The individual or entity named as such in the Agreement. Wherever in these Documents the word "Engineer" appears, it shall be understood to mean CHW, Inc or AECOM., and their authorized representatives, acting either directly, or indirectly as authorized agents of the Owner.*
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
22. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.
23. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
24. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.

SECTION 007200

25. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date or by a time prior to Substantial Completion of all the Work.
26. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.
27. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor must start to perform the Work.
28. *Owner*—*The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract. Wherever in these Documents the word "Owner" appears, it shall be understood to mean Citrus County, Florida, whose address is 3600 W. Sovereign Path, Lecanto Government Building, Suite 266, Lecanto, FL 34461.*
29. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
30. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.
31. *Project Manual*—The written documents prepared for, or made available for, procuring and constructing the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing conditions information, the Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.
32. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative.
33. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
34. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals and the performance of related construction activities.
35. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.
36. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
37. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.

SECTION 007200

38. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
39. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
40. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
41. *Successful Bidder*—The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.
42. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
43. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
44. *Technical Data*—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.
45. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
46. *Unit Price Work*—Work to be paid for on the basis of unit prices.
47. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
48. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

SECTION 007200

1.02 Terminology

- A. The words and terms discussed in the following paragraphs are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives:*
1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and must not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day:*
1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective:*
1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents; or
 - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - c. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or 15.04).
- E. *Furnish, Install, Perform, Provide:*
1. The word “furnish,” when used in connection with services, materials, or equipment, must mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 2. The word “install,” when used in connection with services, materials, or equipment, must mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, must mean to furnish and install said services, materials, or equipment complete and ready for intended use.
 4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor must furnish and install said services, materials, or equipment complete and ready for intended use.

SECTION 007200

- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

- A. *Bonds*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor must also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Contractor's Insurance*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor must also deliver to Owner, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract), the certificates and other evidence of insurance required to be provided by Contractor in accordance with Article 6.

2.02 *Copies of Documents*

- A. Owner must furnish to Contractor four printed copies of the Contract (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner must maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner must make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

- A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise specifically required by the Contract Documents), Contractor must submit to Engineer for timely review:
 - 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
 - 2. a preliminary Schedule of Submittals; and
 - 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference Owner and Contractor each must designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract.

SECTION 007200

Such individuals must have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.03.A. Contractor must have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment must be made to Contractor until acceptable schedules are submitted to Engineer.
 - 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 - 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
 - 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may transmit, and must accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Shop Drawings and other submittals, in electronic media or digital format, either directly, or through access to a secure Project website.
- B. If the Contract does not establish protocols for electronic or digital transmittals, then Owner, Engineer, and Contractor must jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic or digital versions of the Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version must govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

SECTION 007200

3.02 *Reference Standards*

A. Standards Specifications, Codes, Laws and Regulations

1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, must mean the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
2. No provision of any such standard specification, manual, reference standard, or code, or any instruction of a Supplier, must be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction must be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies:*

1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor must carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor must promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and must not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.
2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor must promptly report it to Engineer in writing. Contractor must not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.

B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer must take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
 - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or

SECTION 007200

- b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner must submit to the Engineer all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, or by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

- A. Contractor and its Subcontractors and Suppliers must not:
 - 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
 - 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 shall survive final payment, or termination of the Contract. Nothing herein precludes the Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract.

4.02 *Starting the Work*

- A. Contractor may start to perform the Work on the date when the Contract Times commence to run. No Work must be done at the Site prior to such date.

SECTION 007200

4.03 *Reference Points*

- A. Owner must provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor must be responsible for laying out the Work, must protect and preserve the established reference points and property monuments, and must make no changes or relocations without the prior written approval of Owner. Contractor must report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations and must be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

- A. Contractor must adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
 - 1. Contractor must submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.
- B. Contractor must carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work may be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

- A. Contractor must not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier must be deemed to be within the control of Contractor.
- B. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor may request an equitable adjustment in Contract Times. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment must be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
 - 1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 - 2. abnormal weather conditions;
 - 3. acts or failures to act of utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 8); and
 - 4. acts of war or terrorism.
- C. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5.
- D. Paragraph 8.03 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

SECTION 007200

- E. Contractor must not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier must be deemed to be within the control of Contractor.
- F. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times for delay, disruption or interference by first filing with the Engineer a Notice of Intent to Issue a Change Order Proposal in writing within 7 days of the commencement of the qualifying event. Contractor must submit the Change Order Proposal to the Engineer, in writing, within 30 days of the commencement of the qualifying event. No Change Order or adjustment in Contract Price or Contract Times will be issued if Contractor fails to comply with the foregoing time requirements.

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

- A. Owner must furnish the Site. Owner must notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.
- B. Contractor must provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment. Contractor shall obtain said land rights at his own expense and without liability to the Owner. The contractor shall not enter upon private property without first obtaining written permission from the rightful property owner.

5.02 *Use of Site and Other Areas*

- A. *Limitation on Use of Site and Other Areas:*
 - 1. Contractor must confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and must not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor must assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
 - 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor must (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in

SECTION 007200

part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor must keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris must conform to applicable Laws and Regulations.
- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor must clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor must remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and must restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading of Structures:* Contractor must not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor must Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
 - 1. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site;
 - 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); and
 - 3. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
 - 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
 - 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 - 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

- A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site either:
 - 1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate; or

SECTION 007200

2. is of such a nature as to require a change in the Drawings or Specifications; or
3. differs materially from that shown or indicated in the Contract Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor must, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor must not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the necessity of Owner's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner must issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Possible Price and Times Adjustments:*
 1. Contractor must be entitled to an equitable adjustment in Contract Price or Contract Times, or both, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
 - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
 - c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
 2. Contractor must not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
 - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or
 - b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas

SECTION 007200

expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or

- c. Contractor failed to give the written notice as required by Paragraph 5.04.A.
- 3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment must be set forth in a Change Order.
- 4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:
 - 1. Owner and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and
 - 2. the cost of all of the following will be included in the Contract Price, and Contractor must have full responsibility for:
 - a. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;
 - c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 - d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then Contractor must, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.
- C. *Engineer's Review:* Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the Underground Facility in question; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and advise Owner in writing of Engineer's findings, conclusions, and recommendations. During such time, Contractor must be responsible for the safety and protection of such Underground Facility.

SECTION 007200

- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner must issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Possible Price and Times Adjustments:*
1. Contractor must be entitled to an equitable adjustment in the Contract Price or Contract Times, or both, to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;
 - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
 - c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times; and
 - d. Contractor gave the notice required in Paragraph 5.05.B.
 2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment must be set forth in a Change Order.
 3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

5.06 *Hazardous Environmental Conditions at Site*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
1. those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
 2. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of

SECTION 007200

- construction to be employed by Contractor and safety precautions and programs incident thereto; or
2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor must not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor must be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor must immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner must promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner must take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.
- F. Contractor must not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off.
- H. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.
- I. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

SECTION 007200

ARTICLE 6 – BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

- A. Contractor must furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the Supplementary Conditions, or other specific provisions of the Contract. Contractor must also furnish such other bonds as are required by the Supplementary Conditions or other specific provisions of the Contract.
- B. All bonds must be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and must be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.
- C. Contractor must obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.
- D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then Contractor must promptly notify Owner and Engineer and must, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.
- E. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.
- F. Upon request, Owner must provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

6.02 *Insurance—General Provisions*

- A. Owner and Contractor must obtain and maintain insurance as required in this Article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor must be obtained from insurance companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract must have an A.M. Best rating of A-VII or better.
- C. Contractor must deliver to Owner, with copies to each named insured and additional insured (as identified in this Article, in the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Contractor has obtained and is maintaining the policies, coverages, and endorsements required by the Contract. Upon request by Owner or any other insured, Contractor must also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles.

SECTION 007200

Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

- D. Owner must deliver to Contractor, with copies to each named insured and additional insured (as identified in this Article, the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Owner has obtained and is maintaining the policies, coverages, and endorsements required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner must also provide other evidence of such required insurance (if any), including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- E. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, must not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- F. If either party does not purchase or maintain all of the insurance required of such party by the Contract, such party must notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- G. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 16.
- H. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price must be adjusted accordingly.
- I. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.
- J. The insurance and insurance limits required herein must not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner and other individuals and entities in the Contract.

6.03 *Contractor's Insurance*

- A. *Workers' Compensation:* Contractor must purchase and maintain workers' compensation and employer's liability insurance for:
 - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts.
 - 2. United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).
 - 3. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states).
 - 4. Foreign voluntary worker compensation (if applicable).
- B. *Commercial General Liability—Claims Covered:* Contractor must purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against:
 - 1. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees.

SECTION 007200

2. claims for damages insured by reasonably available personal injury liability coverage.
 3. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- C. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy must be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:
1. Products and completed operations coverage:
 - a. Such insurance must be maintained for three years after final payment.
 - b. Contractor must furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
 2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
 3. Broad form property damage coverage.
 4. Severability of interest.
 5. Underground, explosion, and collapse coverage.
 6. Personal injury coverage.
 7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.
 8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.
- D. *Automobile liability:* Contractor must purchase and maintain automobile liability insurance against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy must be written on an occurrence basis.
- E. *Umbrella or excess liability:* Contractor must purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded must follow form as to each and every one of the underlying policies.
- F. *Contractor's pollution liability insurance:* Contractor must purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance must be maintained for no less than three years after final completion.
- G. *Additional insureds:* The Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies must include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds must provide primary coverage for all claims covered thereby (including as applicable those arising

SECTION 007200

from both ongoing and completed operations) on a non-contributory basis. Contractor must obtain all necessary endorsements to support these requirements.

- H. *Contractor's professional liability insurance:* If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor must be responsible for purchasing and maintaining applicable professional liability insurance. This insurance must provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It must be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.
- I. *General provisions:* The policies of insurance required by this Paragraph 6.03 must:
 - 1. include at least the specific coverages provided in this Article.
 - 2. be written for not less than the limits of liability provided in this Article and in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.
 - 3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice, Contractor must provide a copy of the notice to Owner, Engineer, and each other insured under the policy.
 - 4. remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.
 - 5. be appropriate for the Work being performed and provide protection from claims that may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.
- J. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

6.04 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 6.03, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.
- B. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

6.05 *Property Insurance*

- A. *Builder's Risk:* Unless otherwise provided in the Supplementary Conditions, Contractor must purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance must:

SECTION 007200

1. include the Owner and Contractor as named insureds, and all Subcontractors, and any individuals or entities required by the Supplementary Conditions to be insured under such builder's risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and any corresponding Supplementary Conditions, the parties required to be insured must collectively be referred to as "insureds."
2. be written on a builder's risk "all risk" policy form that must at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and must insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.
3. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.
4. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).
5. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).
6. extend to cover damage or loss to insured property while in transit.
7. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner must remain covered by the builder's risk insurance.
8. allow for the waiver of the insurer's subrogation rights, as set forth below.
9. provide primary coverage for all losses and damages caused by the perils or causes of loss covered.
10. not include a co-insurance clause.
11. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.
12. include performance/hot testing and start-up.

SECTION 007200

13. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.
- B. *Notice of Cancellation or Change:* All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder must provide a copy of the notice to each other insured.
- C. *Deductibles:* The purchaser of any required builder's risk or property insurance must pay for costs not covered because of the application of a policy deductible.
- D. *Partial Occupancy or Use by Owner:* If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance must not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may come off the builder's risk policy, while those portions of the Work not yet occupied or used by Owner must remain covered by the builder's risk insurance.
- E. *Additional Insurance:* If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.05, it may do so at Contractor's expense.
- F. *Insurance of Other Property:* If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.

6.06 *Waiver of Rights*

- A. All policies purchased in accordance with Paragraph 6.05, expressly including the builder's risk policy, must contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all Subcontractors, all individuals or entities identified in the Supplementary Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. None of the above waivers must extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for:
1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and

SECTION 007200

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 6.06.B must contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them.
- D. Contractor must be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Work.

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

7.01 *Supervision and Superintendence*

- A. Contractor must supervise, inspect, and direct the Work competently 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. Contractor must be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. At all times during the progress of the Work, Contractor must assign a competent resident superintendent who shall be on site during all work, who must not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.02 *Labor; Working Hours*

- A. Contractor must provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor must at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site must be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any County/Federal legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or County/ Federal legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.03 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor must provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

SECTION 007200

- B. All materials and equipment incorporated into the Work must be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guaranties required by the Specifications must expressly run to the benefit of Owner. If required by Engineer, Contractor must furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.04 “Or Equals”

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or “or equal” item is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment, or items from other proposed suppliers under the circumstances described below.
 - 1. If Engineer in its sole discretion determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer must deem it an “or equal” item. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that:
 - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) it has a proven record of performance and availability of responsive service; and
 - 4) it is not objectionable to Owner.
 - b. Contractor certifies that, if approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor’s Expense:* Contractor must provide all data in support of any proposed “or equal” item at Contractor’s expense.
- C. *Engineer’s Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each “or-equal” request. Engineer may require Contractor to furnish additional data about the proposed “or-equal” item. Engineer will be the sole judge of acceptability. No “or-equal” item will be ordered, furnished, installed, or utilized until Engineer’s review is complete and Engineer determines that the proposed item is an “or-equal”, which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.

SECTION 007200

- D. *Effect of Engineer's Determination:* Neither approval nor denial of an "or-equal" request must result in any change in Contract Price. The Engineer's denial of an "or-equal" request must be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.
- E. *Treatment as a Substitution Request:* If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer considered the proposed item as a substitute pursuant to Paragraph 7.05.

7.05 *Substitutes*

- A. Unless the specification or description of an item of material or equipment required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.
 - 1. Contractor must submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.
 - 2. The requirements for review by Engineer will be as set forth in Paragraph 7.05.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
 - 3. Contractor must make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - a. must certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design,
 - 2) be similar in substance to that specified, and
 - 3) be suited to the same use as that specified.
 - b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times,
 - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
 - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
 - c. will identify:
 - 1) all variations of the proposed substitute item from that specified, and
 - 2) available engineering, sales, maintenance, repair, and replacement services.
 - d. must contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.

SECTION 007200

- B. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee*: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor must reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor must also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- E. *Contractor's Expense*: Contractor must provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor must execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request must be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.05.D, by timely submittal of a Change Proposal.

7.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner.
- B. Contractor must retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor must submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise). Such proposed Subcontractor or Supplier must be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within five days.
- E. Owner may require the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors, Suppliers, or other individuals or entities for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor, Supplier, or other individual or entity so identified solely on the basis of substantive, reasonable objection after due investigation.

SECTION 007200

Contractor must submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity.

- F. If Owner requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work due to non-performance then the Contractor is not entitled to any further compensation for making such replacement.
- G. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, must constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- H. On a monthly basis Contractor must submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor must be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.
- J. Contractor must be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.
- K. Contractor must restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.
- L. The divisions and sections of the Specifications and the identifications of any Drawings must not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- M. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.
- N. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.
- O. Nothing in the Contract Documents:
 - 1. must create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier, or other individual or entity; nor
 - 2. must create any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

7.07 *Patent Fees and Royalties*

- A. Contractor must pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others.
- B. To the fullest extent permitted by Laws and Regulations, Contractor must indemnify and hold harmless Florida Department of Transportation, Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against

SECTION 007200

all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.08 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor must obtain and pay for all construction permits and licenses. Owner must assist Contractor, when necessary, in obtaining such permits and licenses. Contractor must pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner must pay all charges of utility owners for connections for providing permanent service to the Work

7.09 *Taxes*

- A. Contractor must pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.10 *Laws and Regulations*

- A. Contractor must give all notices required by and must comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer must be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor must bear all resulting costs and losses, and must indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It must not be Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this must not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Owner or Contractor may give notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.11 *Record Documents*

- A. Contractor must maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor must keep such record documents in good order and annotate them to show changes made during construction. These record documents,

SECTION 007200

together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor must deliver these record documents to Engineer.

7.12 *Safety and Protection*

- A. Contractor must be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor must take all necessary precautions for the safety of, and must provide the necessary protection to prevent damage, injury, or loss to:
 - 1. all persons on the Site or who may be affected by the Work;
 - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor must comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and must erect and maintain all necessary safeguards for such safety and protection. Contractor must notify Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and must cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- C. Contractor must comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
- D. Contractor must inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- E. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, must be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- F. Contractor's duties and responsibilities for safety and protection must continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).
- G. Contractor's duties and responsibilities for safety and protection must resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

SECTION 007200

7.13 *Safety Representative*

- A. Contractor must designate a qualified and experienced safety representative at the Site whose duties and responsibilities must be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

7.14 *Hazard Communication Programs*

- A. Contractor must be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor must give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

7.16 *Shop Drawings, Samples, and Other Submittals*

A. *Shop Drawing and Sample Submittal Requirements:*

1. Before submitting a Shop Drawing or Sample, Contractor must have:
 - a. reviewed and coordinated the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
 - c. determined and verified the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
2. Each submittal must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
3. With each submittal, Contractor must give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review and approval of each such variation.

- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor must submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals. Each submittal will be identified as Engineer may require.

SECTION 007200

1. *Shop Drawings:*
 - a. Contractor must submit the number of copies required in the Specifications.
 - b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.D.
2. *Samples:*
 - a. Contractor must submit the number of Samples required in the Specifications.
 - b. Contractor must clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 7.16.D.
3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Other Submittals:* Contractor must submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.
- D. *Engineer's Review:*
 1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
 2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto.
 3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
 4. Engineer's review and approval of a Shop Drawing or Sample must not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order.
 5. Engineer's review and approval of a Shop Drawing or Sample must not relieve Contractor from responsibility for complying with the requirements of Paragraph 7.16.A and B.
 6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, must not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
 7. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal must result in such item becoming a Contract Document.

SECTION 007200

8. Contractor must perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.D.4.

E. *Resubmittal Procedures:*

1. Contractor must make corrections required by Engineer and must return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor must direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.
2. Contractor must furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing a fourth or subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor must be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved submittal item, Contractor must be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

7.17 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guaranties to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors must be entitled to rely on Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents must be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
 1. observations by Engineer;
 2. recommendation by Engineer or payment by Owner of any progress or final payment;
 3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 4. use or occupancy of the Work or any part thereof by Owner;
 5. any review and approval of a Shop Drawing or Sample submittal;
 6. the issuance of a notice of acceptability by Engineer;
 7. any inspection, test, or approval by others; or
 8. any correction of defective Work by Owner.

SECTION 007200

- D. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guaranties, and correction obligations contained in the assigned contract must govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

To the extent permitted by law, the Contractor/subcontractors shall indemnify, defend, and hold harmless the County, Engineer, and the State of Florida, Department of Transportation including their officers and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Contractor/subcontractor, or any of its officers, agents, or employees, acting with the scope of their office or employment, in connection with the rights to or exercised by Contractor/subcontractor.

The foregoing indemnification shall not constitute a waiver of the State of Florida, Department of Transportation or 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 Contractor/subcontractor to indemnify County and Engineer for the negligent acts or omissions of County and Engineer, its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by Contractor/subcontractors to indemnify the State of Florida, Department of Transportation for the negligent acts or omissions of the State of Florida, Department of Transportation, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

7.19 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor must not be required to provide professional services in violation of applicable Laws and Regulations.
- B. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor must cause such services or certifications to be provided by a properly licensed professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, must bear such professional's written approval when submitted to Engineer.
- C. Owner and Engineer must be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this paragraph, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 7.16.D.1.

SECTION 007200

ARTICLE 8 – OTHER WORK AT THE SITE

8.01 *Other Work*

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner must give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any utility work at or adjacent to the Site, Owner must provide such information to Contractor.
- C. Contractor must afford each other contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. Contractor must do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor must not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.
- D. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 8, Contractor must inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

8.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
 - 1. the identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
 - 2. an itemization of the specific matters to be covered by such authority and responsibility; and
 - 3. the extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner must have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

- A. If, in the course of performing other work at or adjacent to the Site for Owner, the Owner's employees, any other contractor working for Owner, or any utility owner for whom the Owner is responsible causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor may be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor must submit any Change Proposal seeking an equitable

SECTION 007200

adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment must take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract. When applicable, any such equitable adjustment in Contract Price must be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

- B. Contractor must take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due to Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this paragraph.
- C. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor must be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due to Contractor.
- D. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor must (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by court proceedings, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9 – OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner must issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

- A. Owner may at its discretion appoint an engineer to replace Engineer. The replacement engineer's status under the Contract Documents must be that of the former Engineer.

9.03 *Furnish Data*

- A. Owner must promptly furnish the data required of Owner under the Contract Documents.

SECTION 007200

9.04 *Pay When Due*

- A. Owner will make payments to Contractor when they are due as provided in the Agreement.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Change Orders*

- A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.07 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.08 *Limitations on Owner's Responsibilities*

- A. The Owner must not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.09 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner must furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents (including obligations under proposed changes in the Work).

9.10 *Safety Programs*

- A. While at the Site, Owner's employees and representatives must comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- B. Owner must furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents.

SECTION 007200

Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent, or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

10.04 *Rejecting Defective Work*

- A. Engineer has the authority to reject Work in accordance with Article 14.

10.05 *Shop Drawings, Change Orders and Payments*

- A. Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, are set forth in Paragraph 7.16.
- B. Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, are set forth in Paragraph 7.19.
- C. Engineer's authority as to Change Orders is set forth in Article 11.
- D. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.06 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.07 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor.

10.08 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs (if any) of which Engineer has been informed.

SECTION 007200

ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK

11.01 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended through an amendment approved by the Board or supplemented by a Change Order, work Directive or a Field Order.
1. *Change Orders: If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.*
 2. *Work Change Directives: A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.04 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive. Owner must submit any Claim seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.*
 3. *Field Orders: Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which must perform the Work involved promptly. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, then before proceeding with the Work at issue, Contractor must submit a Change Proposal within 15 days of receiving the Field Order.*

11.02 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Such changes must be supported by Engineer's recommendation, to the extent the change involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters. Such changes may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor must promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents. Nothing in this paragraph must obligate Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.03 *Unauthorized Changes in the Work*

- A. Contractor must not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.

SECTION 007200

11.04 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.06. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:
 - 1. where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03); or
 - 2. where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.04.C.2); or
 - 3. where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.04.C).
- C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit must be determined as follows:
 - 1. a mutually acceptable fixed fee; or
 - 2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee must be 15 percent;
 - b. for costs incurred under Paragraph 13.01.B.3, the Contractor's fee must be five percent;
 - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.04.C.2.a and 11.04.C.2.b is that the Contractor's fee must be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of five percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted work the maximum total fee to be paid by Owner must be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;
 - d. no fee must be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
 - e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
 - f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee must be computed on the basis of the net change in accordance with Paragraphs 11.04.C.2.a through 11.04.C.2.e, inclusive.

SECTION 007200

11.05 *Change of Contract Times*

- A. The Contract Times may only be changed by a an Amendment to the Agreement and approved by the Board. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.06. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.
- B. An adjustment of the Contract Times must be subject to the limitations set forth in Paragraph 4.05, concerning delays in Contractor's progress.

11.06 *Change Proposals*

- A. Contractor must submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under the Contract. The Change Proposal must specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.
 - 1. *Procedures:* Contractor must submit each Change Proposal to Engineer promptly (but in no event later than 15 days) after the start of the event giving rise thereto, or after such initial decision. The Contractor must submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal. The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event. Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal.
 - 2. *Engineer's Action:* Engineer will review each Change Proposal and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.
 - 3. *Binding Decision:* Engineer's decision will be final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- B. *Resolution of Certain Change Proposals:* If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice must be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

11.07 *Execution of Change Orders*

- A. Owner and Contractor must execute appropriate Change Orders covering:
 - 1. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;

SECTION 007200

2. changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
 3. changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.02, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
 4. changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.06, or Article 12.
- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of this Paragraph 11.07, it must be deemed to be of full force and effect, as if fully executed.

11.08 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12 – CLAIMS

12.01 *Claims*

- A. *Claims Process:* The following disputes between Owner and Contractor must be submitted to the Claims process set forth in this Article:
1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and
 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters.
- B. *Submittal of Claim:* The party submitting a Claim must deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim must also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim must rest with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, Contractor must certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.
- C. *Review and Resolution:* The party receiving a Claim must review it thoroughly, giving full consideration to its merits. The two parties must seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim must be stated in writing and submitted to the other party, with a copy to Engineer.

SECTION 007200

- D. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action must be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Agreement.
- E. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim must be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- F. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, or dispute resolution set forth in the Agreement; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim must be incorporated in a Change Order to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 *Cost of the Work*

- A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
 - 1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
 - 2. To determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work must be in amounts no higher than those prevailing in the locality of the Project, must not include any of the costs itemized in Paragraph 13.01.C, and must include only the following items:
 - 1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees must include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work must be apportioned on the basis of their time spent on the Work. Payroll costs must include, but not be limited to, salaries and wages plus the cost of fringe benefits, which must include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, must be included in the above to the extent authorized by Owner.
 - 2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts must accrue to Contractor unless Owner deposits funds with Contractor with

SECTION 007200

which to make payments, in which case the cash discounts must accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment must accrue to Owner, and Contractor must make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor must obtain competitive bids from subcontractors acceptable to Owner and Contractor and must deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee must be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - c. Rentals of all construction equipment and machinery, and the parts thereof, whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs must be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.
 - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
 - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
 - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work, provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses must include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses must be included in the Cost of the Work for the purpose of determining Contractor's fee.
 - g. The cost of utilities, fuel, and sanitary facilities at the Site.
 - h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.

SECTION 007200

- i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.
- C. *Costs Excluded*: The term Cost of the Work must not include any of the following items:
 - 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
 - 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
 - 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
 - 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
 - 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.
- D. *Contractor's Fee*: When the Work as a whole is performed on the basis of cost-plus, Contractor's fee must be determined as set forth in the Agreement. When the value of any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee must be determined as set forth in Paragraph 11.04.C.
- E. *Documentation*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and must cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances*: Contractor agrees that:
 - 1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 - 2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.
- C. *Contingency Allowance*: Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

SECTION 007200

- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price must be correspondingly adjusted.

13.03 *Unit Price Work*

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of the following paragraph.
- E. Within 30 days of Engineer's written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price if:
 - 1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement;
 - 2. there is no corresponding adjustment with respect to any other item of Work; and
 - 3. Contractor believes that it is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price, and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 14 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

14.01 *Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor must provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

14.02 *Tests, Inspections, and Approvals*

- A. Contractor must give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and must cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner must retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract

SECTION 007200

Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work must be governed by the provisions of Paragraph 14.05.

- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor must assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor must be responsible for arranging, obtaining, and paying for all inspections and tests required:
 - 1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
 - 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
 - 3. by manufacturers of equipment furnished under the Contract Documents;
 - 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
 - 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests must be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor must assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor must, if requested by Engineer, uncover such Work for observation. Such uncovering must be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor must correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties:* When correcting defective Work, Contractor must take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

SECTION 007200

- F. *Costs and Damages*: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor must pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor must pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work must be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor must pay an appropriate amount to Owner.

14.05 *Uncovering Work*

- A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Engineer, then Contractor must, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, must uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
1. If it is found that the uncovered Work is defective, Contractor must be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner must be entitled to impose a reasonable set-off against payments due under Article 15.
 2. If the uncovered Work is not found to be defective, Contractor must be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

SECTION 007200

14.06 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work must not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, then Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner must proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor must allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor must not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 *Progress Payments*

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments:*
 - 1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor must submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract

SECTION 007200

Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens, and evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. *Review of Applications:*

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data, schedules, and contract documents that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation);
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work; and
 - d. Contractor other obligations under the Contract Documents have been fulfilled.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

SECTION 007200

4. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
 5. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
 - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.
- D. *Payment Becomes Due:*
1. County shall make payment of a payment request in accordance with Chapter 218, Part VII of the Florida Statutes "Local Government Prompt Payment Act" from the date which a payment request in proper order is recorded as received by County, for Work completed to the satisfaction of County.
- E. *Reductions in Payment by Owner:*
1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. claims have been made against Owner on account of Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
 - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. the Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. the Contract Price has been reduced by Change Orders;

SECTION 007200

- i. an event that would constitute a default by Contractor and therefore justify a termination for cause has occurred;
 - j. liquidated damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
 - l. there are other items entitling Owner to a set off against the amount recommended.
2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner must promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed must be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.
3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld must be treated as an amount due as determined by Paragraph 15.01.C.1 and subject to interest if provided in the Agreement.

15.02 *Contractor's Warranty of Title*

- A. Contractor warrants and guaranties that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor must notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor must at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Contractor shall give notice to Engineer 14 days prior to the request of substantial completion review, and Owner, Contractor, and Engineer must inspect the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which must fix the date of Substantial Completion. Engineer must attach to the certificate a punch list of items to be completed or corrected before final payment. Owner must have seven days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes

SECTION 007200

from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.

- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner must bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.
- E. After Substantial Completion the Contractor must promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner must have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
 - 1. At any time Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through E for that part of the Work.
 - 2. At any time Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
 - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer must make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
 - 4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.05 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor must immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

SECTION 007200

15.06 *Final Payment*

A. *Application for Payment:*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guaranties, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.11), and other documents, Contractor may make application for final payment.
2. The final Application for Payment must be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
 - d. a list of all disputes that Contractor believes are unsettled; and
 - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue checks payable jointly to Contractor and specified Subcontractors and Suppliers.

B. *Engineer's Review of Application and Acceptance:*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation must account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to the provisions of Paragraph 15.07. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor must make the necessary corrections and resubmit the Application for Payment.

C. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.

SECTION 007200

- D. *Payment Becomes Due:* County shall make payment of a payment request in accordance with Chapter 218, Part VII of the Florida Statutes "Local Government Prompt Payment Act" from the date which a payment request in proper order is recorded as received by County, for Work completed to the satisfaction of County.

15.07 *Waiver of Claims*

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor's failure to comply with the Contract Documents or the terms of any special guaranties specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted or appealed under the provisions of Article 17.

15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor must promptly, without cost to Owner and in accordance with Owner's written instructions:
1. correct the defective repairs to the Site or such other adjacent areas;
 2. correct such defective Work;
 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor must pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

SECTION 007200

- E. Contractor's obligations under this paragraph are in addition to all other obligations, guaranties, and warranties. The provisions of this paragraph must not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor must resume the Work on the date so fixed. Contractor may be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

ARTICLE 17 – DISPUTES

IN THE EVENT OF A DISPUTE BETWEEN OWNER AND CONTRACTOR AS TO THIS AGREEMENT OR THE BREACH THEREOF BY A PARTY HERETO, THE COURT OF VENUE AND JURISDICTION SHALL BE THE CIRCUIT COURT OF THE FIFTH JUDICIAL DISTRICT IN AND FOR CITRUS COUNTY, FLORIDA.

ARTICLE 18 – MISCELLANEOUS

18.01 *Computation of Times*

- A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.02 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.03 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, must be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.04 *No Waiver*

- A. A party's non-enforcement of any provision must not constitute a waiver of that provision, nor must it affect the enforceability of that provision or of the remainder of this Contract.

SECTION 007200

18.05 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guaranties made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

18.06 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

18.07 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

**CITRUS COUNTY, FLORIDA
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

ITB # 22-124

**C.R. 491 ROADWAY IMPROVEMENTS
FROM AUDUBON PARK PATH to Horace Allen St.**

SECTION 007300

SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract, EJCDC C-700 (2013 Edition). All provisions that are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

THE ADDRESS SYSTEM USED IN THESE SUPPLEMENTARY CONDITIONS IS THE SAME AS THE ADDRESS SYSTEM USED IN THE GENERAL CONDITIONS, WITH THE PREFIX "SC" ADDED THERETO.

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 Defined Terms

SC-1.01.A.49. Add the following new Defined Terms immediately after Defined Terms 1.01.A.48.:

Owner's Representative - An individual or entity who represents the Owner. The Owner's Representative could be the Engineer who prepared the drawings and specifications for the Owner, or some other entity as appointed by Owner, who renders opinions to Owner and Contractor as to the interpretation of the drawings and specifications involving the construction project, reviews the construction activities of Contractor to ensure compliance with such drawings and specifications, and reviews and approves Applications for Payment submitted by Contractor prior to Owner's payment of such.

ARTICLE 2 - PRELIMINARY MATTERS

2.02 Copies of Documents

SC-2.02.A. Delete Paragraph 2.02.A. in its entirety and insert the following in its place:

Owner must furnish to Contractor one (1) paper copy of the Conformed Project Manual and an FTP link or Media Storage device to include the Conformed Project Manual and Plans in ".PDF" format. CAD files will be provided to the awarded Contractor, as requested. CAD files to be used as informational purposes only. Contractor must be responsible to make necessary page copies of the Project Manual and Plans for use by his forces and his subcontractors and material suppliers.

SECTION 007300 (CONT'D)

SUPPLEMENTARY CONDITIONS

ARTICLE 3 - DOCUMENTS: INTENT, REQUIREMENTS, REUSE

SC-3.03.B.1.C

SC-3.03.B.1.D Add the following new paragraphs "C" and "D" after Paragraph 3.03.B of the General Conditions which are to read as follows;

- "C. Correlation of Contract Documents. In resolving such conflicts, errors, ambiguity, and discrepancies, the documents must be given precedence in the following order:
- a. Agreement Modifications
 - b. Agreement
 - c. Change Orders
 - d. Addenda
 - e. Supplementary Conditions
 - f. Instructions to Bidders
 - g. General Conditions
 - h. General Requirements
 - i. Measurement and Payment
 - j. Utility Technical Specifications and Citrus County Minimum Standards and Construction Specifications for Water and Wastewater Systems, Latest Edition
 - k. FDOT Standard Specification for Road and Bridge Construction, July 2022 Edition including supplements and revisions thereto
 - l. Drawings
 - m. FDOT FY 2022-23 Standard Plans for Road and Bridge Construction and applicable interim revisions (IRS).
 - n. Advertisement for Bids
 - o. Bid
 - p. Bonds
 - q. Insurance Certificates
 - r. Insurance Endorsements
 - s. Affidavits
- "D. Field Verification. When measurements are affected by conditions already established or where items are to be fitted into constructed conditions, it must be the CONTRACTOR's responsibility to verify all such dimensions at the site and the actual job dimensions must take precedence over scale and figure dimensions on the Drawings."

Article 4 – COMMENCEMENT AND PROGRESS OF THE WORK

NO CHANGES TO THIS ARTICLE

**ARTICLE 5 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS;
HAZARDOUS ENVIRONMENTAL CONDITIONS**

SC-5.06.I Delete paragraph 5.06.I in its entirety and replace with Section 004510.

SC-5.06.J Delete paragraph 5.06.J in its entirety and replace with Section 004510.

SECTION 007300 (CONT'D)

SUPPLEMENTARY CONDITIONS

ARTICLE 6 - BONDS AND INSURANCE

SC-6.02 thru Delete paragraphs 6.02 through 6.06 in its entirety and replace with Section
SC-6.06 007316.

ARTICLE 7 - CONTRACTOR'S RESPONSIBILITIES

SC-7.02.B. Delete Paragraph 7.02.B. in its entirety and insert the following in its place:

- B. Except as otherwise required for the safety or protection of persons or the work, or in the event of an emergency or if mandated by the Owner, no work must be performed (1) before sunrise and after sunset, (2) nor between the hours of 7:00 p.m. and 7:00 a.m. (3) nor on Saturday and Sunday (4) nor on any holiday of the Owner. "Regular Working Hours" must be between 7:00 a.m. and 7:00 p.m. and must be established by the Contractor at the Pre-Construction Meeting and must not exceed ten (10) hours per day and 50 hours per week. If construction or maintenance work requires operations during other than Regular Working Hours, the Contractor must obtain written permission of the Owner at least forty-eight (48) hours in advance of starting such work, and must set forth the proposed schedule for overtime to give Owner ample time to arrange for his personnel to be at the site of the work. Contractor must pay for additional charges to the Owner on account of such overtime work. Such additional charges must be a subsidiary obligation of Contractor and not extra payment must be made by Owner on account of such overtime work.

SC-7.02.C. Add the following new paragraph immediately after new Paragraph 7.02.B.:

- C. No work must be performed on the following period of time:

1. New Year's Day;
2. Martin Luther King, Jr. Day;
3. Good Friday;
4. Memorial Day;
5. Independence Day;
6. Labor Day;
7. Veteran's Day;
8. Week of Thanksgiving (Monday through Friday); and
9. December 24th through December 31st.

SC-7.02.D. Add the following new paragraph immediately after new Paragraph 7.02.C.:

- D. This Agreement is subject to the applicable provisions of the Contract Work Hours and Safety Standards Act, Public Law 87-581, 87th Congress. No Contractor or Subcontractor contracting for any part of the Work must require or permit any laborer or mechanic to be employed on the Work in excess of forty (40) hours in any work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all hours worked in excess of forty (40) hours in such work week, as the case may be.

SECTION 007300 (CONT'D)

SUPPLEMENTARY CONDITIONS

7.18 Indemnification

SC-7.18 Delete paragraph 7.18 in its entirety and replace with Sections 004510 and 004511.

ARTICLE 8 - OTHER WORK AT THE SITE

NO CHANGES TO THIS ARTICLE.

ARTICLE 9 - OWNER'S RESPONSIBILITIES

NO CHANGES TO THIS ARTICLE.

ARTICLE 10 - ENGINEER'S STATUS DURING CONSTRUCTION

NO CHANGES TO THIS ARTICLE.

ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK

11.04 Change of Contract Price

SC-11.04.C.2.a. Delete Paragraph 11.04.C.2.a. in its entirety and insert the following in its place:

- a. for costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee must follow FDOT percentages for profit and overhead as outlined in the FDOT Construction Project Administration Manual, latest edition.

SC-11.04.C.2.c. Delete Paragraph 11.04.C.2.c. in its entirety and insert the following in its place:

where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.04.C.2.a and 11.04.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 5 percent of the costs incurred by such Subcontractor under Paragraphs 13.01.B.1 and 13.01.B.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

ARTICLE 12 - CLAIMS

NO CHANGES TO THIS ARTICLE

ARTICLE 13 - COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.02 Allowances

SC-13.02.E. Add the following new Paragraph 13.02.E. under Article 13.02:

SECTION 007300 (CONT'D)

SUPPLEMENTARY CONDITIONS

- E. The Contractor must not proceed on any additional work to be covered by contingencies until authorized in writing by the Owner. A listing of any allowances and contingency is included in the Bid Form.

ARTICLE 14 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

14.02 Test, Inspections, and Approvals

SC-14.02.D.6. Add the following new paragraph 14.02.D.6 under Article 14.02.D.5:

For additional information concerning project testing requirements see Section 014516.13 – Contractor Quality Control.

ARTICLE 15 - PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

NO CHANGES TO THIS ARTICLE.

ARTICLE 16 - SUSPENSION OF WORK AND TERMINATION

16.02 Owner May Terminate for Cause

SC-16.02.A.4. Delete Paragraph 16.02.A.4. in its entirety and insert the following in its place:

Contractor's repeated disregard of the authority of Owner, Owner's Representative, or Engineer.

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

17.01 Methods and Procedures

SC-17.01.A. Delete Paragraph 17.01.A.&B. in entirety and insert the following in its place:

A. For any dispute between Owner and Contractor concerning performance of the work or obligations under the contract documents, which includes without limitation controversies based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or rescission, Owner must attempt to reach a mutual agreement as to the settlement and resolution of the dispute with Contractor. Should a mutual agreement not be reached, Owner must render a decision and reduce such to writing and serve a copy on Contractor. The decision must be final and conclusive, unless fraudulent, or Contractor commences an action in court.

ARTICLE 18 - MISCELLANEOUS

SC-18.09 and 18.10 : Add the following new sections and paragraphs immediately after Paragraph 18.08.A.:

SECTION 007300 (CONT'D)

SUPPLEMENTARY CONDITIONS

18.09 Roadway and Airport Construction Projects which are Partially or Fully Funded by Grants from the U. S. Department of Transportation and the U.S. Federal Aviation Administration (NON-APPLICABLE)

- A. Contractor must comply with the following regulations:
1. Standards and requirements issued under Section 306 of the Clean Air Act (42 U.S.C. § 1857(h), et seq.), Section 508 of the Clean Water Act (33 U.S.C. § 1368, et seq.), and Executive Order 11738.
 2. Copeland "Anti-Kick Back" Act (18 U.S.C. § 874.1, et seq.).
 3. Section 47112 of Title 49, United States Code whereby preference must be given in the employment of labor (except in executive, administrative, and supervisory positions) to honorably discharged Vietnam-era veterans and disabled veterans, provided such individuals are available and qualified to perform the work to which the employment relates.
 4. Davis-Bacon Act (40 U.S.C. § 276(a) through 276a-5, et seq.)
 5. Federal Fair Labor Standards Act (29 U.S.C. § 201, et seq.).
 6. Title 29, CFR, Part 5 and Contract Work Hours and Safety Standards Act (40 U.S.C. § 327-330, et seq.), Sections 103 and 107.
 7. Title 49, CFR, Part 20; restrictions utilizing project funding for lobbying purposes.
 8. Title 41, CFR, Part 60 and Executive Orders 11246 and 11375 dealing with Equal Employment Opportunity.
 9. Americans with Disabilities Act of 1990 (42 U.S.C. § 12102, et seq.)
 10. Title 49, CFR, Part 29 and the Drug-Free Workplace Act of 1988 (41 U.S.C. § 702 through 706, et seq.).
 11. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d through d-4 et seq.), regulations of the Federal Department of Transportation issued there under.
 12. Title VII of the Civil rights Act of 1968 (42 U.S.C. § 3601 et seq.)
 13. Florida Civil Rights Act of 1992 (760.10 et seq.)
 14. Age Discrimination Act of 1975 (42 U.S.C. § 6101, et seq.), Title 49, CFR, Part 21, and Title 49, CFR, Part 23
 15. Title 49, CFR, Part 26(3) (a) - Disadvantaged Business Enterprises (DBE).
 16. Title 49, CFR, Part 27 - Nondiscrimination on the basis of handicap.

SECTION 007300 (CONT'D)

SUPPLEMENTARY CONDITIONS

- B. Contractor must perform appropriate checks to assure that subcontractors utilized in the performance of the Work have not been suspended, debarred, or voluntarily excluded from doing business with any U. S. Department of Transportation element or that they appear on the U. S. Department of Transportation Unified List.
- C. Contractor must submit to Owner, or Owner's Engineer, weekly payroll records and statements of compliance with Federal labor and civil rights requirements, in accordance with Advisory Circulars 150/5100-6 and 150/5100-15.
- D. Contractor, or its sub-contractors, must not acquire any steel or manufactured products produced outside the United States to be used for the Work, unless Owner is given approval otherwise from the U. S. Department of Transportation Federal Aviation Administration.
- E. Contractor must not discriminate against any employee or applicant for employment because of race, color, sex, age, creed, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, creed, color, sex, or national origin. Such action must 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.

- F. Contractor will be required to insert the above in all of their contracts with sub-contractors involved in the Work, except sub-contracts for standard commercial supplies or raw materials. Furthermore, Contractor will be required to post, in conspicuous places available to employees and applicants for employment for the Project, notices setting forth the above provisions concerning nondiscrimination.
- G. Contractor, or their sub-contractors, must not enter into any contract, sub-contract, or arrangement in connection with the Work, or any property included or planned to be included in the Project, in which any member, officer, or employee of the Contractor, or its subcontractors, during their tenure or for two years thereafter, has any interest, direct or indirect, in this contract or the proceeds thereof. Contractor must insert the following provision into each of their subcontracts:

"No member, officer, or employee of the Contractor, or its sub-contractors, during their tenure or for two years thereafter, has any interest, direct or indirect, in this contract or the proceeds thereof."

- H. Contractor must ensure that Disadvantaged Business Enterprises, as defined in 49 CFR Part 26, as amended, have the maximum opportunity to compete for and perform sub-contracts in support of the Work. Contractor must not discriminate on the basis of race, color, national origin or sex in the award of sub-contracts. Furthermore, Contractor will endeavor to assist Owner in meeting certain DBE goals, as established with the U. S. Department of Transportation.

ITB # 22-124

SECTION 007300 (CONT'D)

SUPPLEMENTARY CONDITIONS

- I. Contractor has advised Owner that none of their employees, officers, or employees of any affiliate, have been placed on the convicted vendor list as a result of a conviction for a public entity crime, as stipulated in Section 287.017 of the Florida Statutes.
- J. Contractor must retain a copy of all documents generated as a result of the performance of the Work for a minimum of five (5) years after final payment is made of the Project. All documents, papers, letters, e-mails or other material made or received by Contractor in conjunction with the Contract, unless exempt, as outlined in Section 24(a) of Article I of the Florida Constitution and Section 119.07(1) of the Florida Statutes, must be made available for public access.
- L. Contractor must pay to skilled and unskilled labor minimum rates of pay in accordance with the Davis-Bacon Act, as amended (40 U.S.C.276a-276a-5) as predetermined by the Secretary of Labor.

18.10 FINAL PAVING LIFT

FDOT Standard Specification for Road and Bridge Construction ARTICLE 330-6 is expanded by the following new Sub article:

330-6.2 Requirements Applicable to Final Friction Course: Contractor MUST Use a material transfer vehicle to transfer asphalt material from the delivery trucks to the asphalt paver when placing all final course layers OF ASPHALTIC PAVING.

END OF SECTION

**CITRUS COUNTY, FLORIDA
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

ITB # 22-124

**C.R. 491 ROADWAY IMPROVEMENTS
FROM AUDUBON PARK PATH to Horace Allen St.**

SECTION 007316

MINIMUM INSURANCE REQUIREMENTS

The Successful Bidder (hereinafter referred to as "Contractor") must procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages 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 coverages, limits or endorsements required herein protect the primary interests of the County, and these coverages, limits or endorsements must in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposures, whether as a result of the project or otherwise. The requirements contained herein, as well as the County's review or acknowledgement, is not intended to and must not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this contract.

COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a per occurrence form policy for project limits not less than \$10,000,000 each occurrence, \$10,000,000 products / completed operations each occurrence, \$10,000,000 personal and advertising injury liability, \$10,000,000 each occurrence, \$50,000 fire damage liability and \$5,000 medical expense. Coverage is to include contractual liability, explosion/collapse/underground damage endorsement, contractor care, custody and control, fire damage, legal, and medical expense.

AUTOMOBILE LIABILITY

Contractor must obtain coverage for all vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident. In the event the Contractor does not own vehicles, the Contractor must maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen & Harbor Workers Act. Employer's Liability limits for not less than \$100,000 each accident; \$500,000 disease policy limit and \$100,000 disease each employee must be included.

For any contractor/employer/Owner who has exempt status as an individual, the County requires proof of workers' compensation insurance coverage for that contractor/employer/Owner's employees. If the contractor/employer/Owner or individual has applied for a workers' compensation exemption, the County does not recognize this exemption

SECTION 007316 (CONT'D)

MINIMUM INSURANCE REQUIREMENTS

to extend to the employees of the contractor/employer/Owner. The contractor/employer/Owner is required to provide proof of coverage for their employees. This applies to all contractors/employers/Owners including but not limited to the construction industry.

The purpose of this section is to ensure that all contractors, subcontractors, sole proprietors, or business entities of any kind who contract with the County for provision of goods or services, provide workers' compensation coverage for all employees, and principles of subcontractors, subcontractors, sole proprietors, or other business entities. All provisions of this Section must be construed in accord with this intent.

BUILDER'S RISK / INSTALLATION FLOATERS

When this contract or agreement includes the construction of roadways and/or the addition to a permanent structure or building; including the installation of machinery and/or equipment, the following insurance coverage must be afforded:

- a. Coverage Form: Completed Value, All Risk in an amount equal to 100% of the value upon completion or value of equipment to be installed.
- b. When applicable: Waiver of Occupancy Clause or Cessation of Insurance clause. Flood Insurance as available under the National Flood Insurance Program.

OTHER INSURANCE PROVISIONS

- a. The Contractor must provide a Certificate of Insurance to the County with a thirty (30) day notice of cancellation, ten (10) days notice if cancellation is for nonpayment of premium. The certificate must indicate if coverage is provided under a "claims made" or "per occurrence" form. If any coverage is provided under a claim made from the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.
- b. Bid Number ITB #22-124 must be noted on the certificate.
- c. The Contractor has sole responsibility for all insurance premiums and must be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. For deductible or self-insured amounts that exceed \$10,000, the Contractor must maintain a Commercial Surety Bond in an amount equal to said deductible or self-insured retention.
- d. All required insurance policies must be maintained until the contract work has been accepted by the County. In addition, a minimum 30-day notification clause is required if any changes in policy language occur, or in the event the policy is canceled.
- e. The Florida Department of Transportation and Citrus County, Florida, a political subdivision of the State of Florida, its officials, employees and volunteers **are to be covered as an Additional Insured on all policies except Workers Compensation.** The

SECTION 007316 (CONT'D)

MINIMUM INSURANCE REQUIREMENTS

coverage must contain no special limitation on the scope of protection afforded to the Florida Department of Transportation or the County, its officials, employees or volunteers.

- f. The Contractor's insurance coverage must be primary insurance as respects the Florida Department of Transportation or the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, the Florida Department of Transportation, its officials, employees or volunteers must be excess of Contractor's insurance and must be non-contributory.
- g. **For all policies of insurance:** The Contractor, and its insurance carrier, waive all subrogation rights against the County for all losses or damages that occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not. The County requires General Liability policies to be endorsed with CG 24 04 Waiver of Transfer of Rights of Recovery Against Others to Us or similar endorsement, and a WC 00 0313 Waiver of our Right to Recover from Others for Workers Compensation coverage.
- h. **The Certificate Holder should read as follows:** *Citrus County, Florida, a political subdivision of the State of Florida, Attention: Purchasing, Suite 266, 3600 W. Sovereign Path, Lecanto, FL 34461.*
- i. It is the Contractor's responsibility to ensure that all sub-contractors comply with these insurance requirements. Contractors must include all subcontractors as insured under its policies or must furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors must be subject to all of the requirements stated herein.
- g. All required insurance policies must be written with a carrier having a minimum A.M. Best rating of A- or better.
- h. All Certificates must show that the Contractor's policies have been endorsed per the requirements.
- i. Where the contract requires the Contractor to name a third-party as an additional insured under the provision of the Contractor's Commercial General Liability policy, the policy limits will reflect the County's minimum requirements.
- j. Once ALL paperwork is completed and received by the County, an email will be sent to Contractor requesting online registration with myCOI. It is critical that the County is provided with an accurate email address. The cost to register is \$19.95 and a credit/debit card will be needed. Part of the registration process includes providing contact information for Contractor's insurance agent(s), which will be needed at the time of registration. Once registered, an email will be sent to the insurance agent(s) requesting them to upload a current Certificate of Insurance (COI) directly into the myCOI website. Certificates of Insurance cannot be mailed, emailed or faxed to the County. Contractor will not be allowed to begin work and no payments will be made until registration is completed and a compliant Certificate of Insurance is received from Contractor's agent(s).

END OF SECTION

**CITRUS COUNTY, FLORIDA
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

ITB # 22-124

**C.R. 491 ROADWAY IMPROVEMENTS
FROM AUDUBON PARK PATH to Horace Allen St.**

SECTION 008000

OWNER DIRECT PURCHASE PROCEDURES

GENERAL

A. Requirements Included

1. Contractor has included Florida State Sales Tax and other applicable taxes in his bid for material, supplies and equipment. Owner, being exempt from sales tax, reserves the right to make direct purchases of various construction equipment, materials or supplies included in Contractor's bid and/or contract, substantially in accordance with this Section.

B. Products

1. General

- a. Any equipment, materials or supplies directly purchased by Owner that are included in Contractor's contract must be referred to as "Owner-Purchased Materials". The responsibilities of both Owner and Contractor, as the case may be, relating to such Owner-Purchased Materials, must be governed by the terms and conditions of the Contract Documents and those noted below.
- b. Owner must issue Contractor a Purchase Order in the same amount as stipulated in the Agreement between Owner and Contractor.
- c. The Owner-Purchased Materials selected by Owner must be administered by way of a Deductive Change Order to the Purchase Order, reduced by the net undiscounted amount of the value of the Owner-Purchased Materials, as quoted to Contractor, plus all sales tax. The Agreement must be amended by way of a Deductive Change Order to reflect the change in the value of the Purchase Order. The amendment of the Agreement is solely for the purpose of showing Owner's obligation to Contractor and does not diminish Contractor's responsibilities outlined in this Section.
- d. Although the Agreement and Purchase Order have been reduced by the value of the Owner-Purchased Materials, due to the requirements of Contractor, as outlined in this Section, Contractor will be required to provide Owner with Payment and Performance

SECTION 008000 (CONT'D)

OWNER DIRECT PURCHASE PROCEDURES

Bonds and Builder's Risk Insurance in the amount that reflects the total value of Contractor's Bid Amount, inclusive of the value of the Owner-Purchased Materials.

C. Execution

1. Procedures

- a. Contractor must provide Owner a list and description of all intended equipment, materials or supplies for consideration as Owner-Purchased Materials, along with copies of the quotes for such as quoted by the vendors to Contractor.
- b. Contractor must prepare a Purchase Order Requisition in a form acceptable to Owner, to specifically identify each of the Owner-Purchased Materials which Owner has at its sole option elected to purchase directly. The Purchase Order Requisition must include:
 1. The name, address, telephone number and contact person for the vendor.
 2. Manufacturer or brand of the item.
 3. The price quoted by the vendor for the Owner-Purchased Materials, as identified therein.
 4. Any sales tax associated with such quote.
- c. Contractor must include reference to any terms and conditions which have been negotiated with the vendors (i.e., payment terms, warranties, retainage, etc.). The Purchase Order Requisitions are to be submitted to Owner's designated representative no less than seven (7) days prior to the need for ordering such Owner-Purchased Materials, in order to provide sufficient time for Owner's review and approval and to assure that such Owner-Purchased Materials may be directly purchased by Owner and delivered to the Project site so as to avoid any delay to the Project.
- d. After receipt of the Purchase Order Requisition, Owner must prepare its Purchase Order for the Owner-Purchased Materials which the Owner chooses to purchase directly. Owner's Purchase Orders must be given to Contractor for issuance to vendor along with any required plans and specifications. Contractor must verify the terms and conditions of the Owner's Purchase Orders prior to issuance to vendor so as to assure proper and timely delivery of the Owner-Purchased Materials. Owner's Purchase Orders must also require the delivery of the Owner-Purchased Materials on the delivery dated provided by Contractor in the Purchase Order

SECTION 008000 (CONT'D)

OWNER DIRECT PURCHASE PROCEDURES

Requisition and must indicate F.O.B. jobsite. Owner's Purchase Orders must contain or be accompanied by Owner's tax exemption certificate and must include Owner's name, address, and exemption number with issue and expiration date shown.

- e. The vendor will provide the required quantity of material, as per plans and specifications, at the price established in the vendor's quote to the Contractor, less any sales tax associated with such price. Owner's Finance Director or their designated representative must be the approving authority for Owner on Owner's Purchase Orders in conjunction with Owner-Purchased Materials.
- f. Prior to the execution of the Owner's Purchase Orders by Owner, Contractor must execute and deliver to Owner one or more Deductive Change Orders to the Purchase Order issued to Contractor by Owner, referencing the full value of all Owner-Purchased Materials to be provided by each vendor from whom Owner elected to purchase equipment, material or supplies directly, plus all sales tax savings associated with such materials in Contractor's bid. Upon processing the Deductive Change Orders to the Purchase Order issued to Contractor, Owner and Contractor must execute a Deductive Change Order to the Agreement so that the Agreement amount coincides with the Purchase Order.
- g. All shop drawings and submittals must be made by Contractor in accordance with the Project Specifications.
- h. Contractor must be fully responsible for all matters relating to the receipt of Owner-Purchased Materials in accordance with these procedures, including, but not limited to, verifying correct quantities, verifying documentation of orders in a timely manner, coordinating purchases, providing and obtaining all warranties and guaranties required by the Contract Documents, inspection and acceptance of the Owner-Purchased Materials at the time of delivery, and loss or damage to Owner-Purchased Materials following acceptance of such on behalf of Owner due to the negligence of Contractor. Contractor must coordinate delivery schedules, sequence of delivery, loading orientation, and other arrangements normally required by Contractor for the Owner-Purchased Materials. Contractor must provide all services required for the unloading, handling and storage of the Owner-Purchased Materials through installation. Contractor agrees to indemnify and hold harmless Owner from any and all claims of whatever nature that may be imposed by vendors onto Owner, as a result of the negligence of Contractor in its dealings with the vendors of the Owner-Purchased Materials.

SECTION 008000 (CONT'D)

OWNER DIRECT PURCHASE PROCEDURES

- i. As Owner-Purchased Materials are delivered to the jobsite, Contractor must visually inspect all shipments from the vendors, and approve the vendor's invoice for Owner-Purchased Material delivered. Contractor must assure that each delivery of Owner-Purchased Materials is accompanied by documentation adequate to identify the Owner's Purchase Order against which the purchase is made. This documentation may consist of a delivery ticket and an invoice from the vendor conforming to the Owner's Purchase Order, together with such additional information as Owner or Contractor may require. Contractor must verify in writing to Owner the receipt of Owner-Purchased Materials and the Contractor will then forward the invoice to the Owner for payment. The invoice must be thereupon furnished to the Finance Department of the Clerk of the Circuit Court for processing and payment in the manner as all other Owner invoices are processed. The Owner must have the right to assign Owner personnel to verify and audit the accuracy of all Direct Purchase documents.
- j. Contractor must be required to review invoices submitted by all vendors of Owner-Purchased Materials delivered to the Project site and either concur or object to the Owner's issuance of payment to the vendor, based upon Contractor's records of the Owner-Purchased Materials delivered to the site and any defects in such.
- k. Upon receipt and verification of the appropriate documentation, Owner must prepare a check drawn to the vendor based upon the receipt of data provided by Contractor. This check will be released, delivered and remitted directly to the vendor. Contractor agrees to assist Owner to immediately obtain partial or final release of lien waivers as appropriate.
- l. Contractor must ensure that Direct-Purchased Materials conform to the Specifications, and determine prior to incorporation of such into the Work, if such Owner-Purchased Materials are patently defective, and whether they are identical to the Owner-Purchased Materials ordered and that they match the description on the bill of lading. If Contractor discovers defective or nonconformity's in the Owner-Purchased Materials upon such visual inspection, Contractor must not utilize such in the Work and instead must promptly notify the vendor of the delay or interruption to the Project. Additionally, Contractor must notify Owner of such occurrence. If Contractor fails to perform such inspection and otherwise incorporates defective or nonconforming Owner-Purchased Materials, the condition of which is either known, or should have been known, by performance of an inspection, Contractor must be responsible for all damages to Owner resulting from Contractor's incorporation of such materials into the Project, including liquidated or delayed damages. In the event that the Owner-Purchased

SECTION 008000 (CONT'D)

OWNER DIRECT PURCHASE PROCEDURES

Materials are found to be defective or nonconforming, Contractor must promptly take action with the vendor to remedy the defect or nonconformance so as not to delay the work.

- m. Contractor must maintain records of all Owner-Purchased Materials it has incorporated into the Work from the stock of Owner-Purchased Materials in its possession. Contractor must account monthly to Owner for any Owner-Purchased Materials at Owner's request for audit and advise Owner when such Owner-Purchased Materials have been incorporated into the Work.
- n. Contractor must be responsible for obtaining and managing all warranties and guaranties for all Owner-Purchased Materials, as required by the Contract Documents. All repairs, maintenance or damage repair calls must be forwarded to the Contractor for resolution with the appropriate vendor.
- o. Notwithstanding the transfer of Owner-Purchased Materials by Owner to Contractor's possession, the Owner must retain title to any and all Owner-Purchased Materials.
- p. The transfer of possession of Owner-Purchased Materials from Owner to Contractor must constitute a bailment for mutual benefit of Owner and Contractor. Owner must be considered the bailer and Contractor the bailee of the Owner-Purchased Materials. Owner-Purchased Materials must be considered returned to Owner for purposes of its bailment at such time as they are incorporated into the work or consumed in the process of completing the Project. Bailee must have the duty to safeguard, store, and protect all Owner-Purchased Materials until completion and satisfactory acceptance of the Project by Owner.
- q. Owner must purchase and maintain insurance which must be sufficient to protect against any loss of or damage to Owner-Purchased Materials. Such insurance must cover the value of any Owner-Purchased Materials not yet incorporated into the work from the time Owner first takes title. At the time the Owner-Purchased Materials are incorporated into the work, Owners responsibility for insuring the Owner-Purchased Materials must cease and be assumed by the Contractor through the Contractor's Builder's Risk Insurance.
- r. At the end of the Project, any refund for surplus equipment, materials or supplies returned to vendors, plus applicable sales tax savings amount, must be credited with an Additive Change Order to the Purchase Order issued to Contractor by Owner. The Agreement must be amended accordingly through the execution of an Additive Change Order.

ITB # 22-124

SECTION 008000 (CONT'D)

OWNER DIRECT PURCHASE PROCEDURES

END OF SECTION

**CITRUS COUNTY, FLORIDA
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

ITB # 22-124

**C.R. 491 ROADWAY IMPROVEMENTS
FROM AUDUBON PARK PATH to Horace Allen St.**

SECTION 009113

ADDENDA

DIVISION 01

GENERAL REQUIREMENTS

**CITRUS COUNTY, FLORIDA
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

ITB # 22-124

**C.R. 491 ROADWAY IMPROVEMENTS
FROM AUDUBON PARK PATH to Horace Allen St.**

SECTION 011113

WORK COVERED BY CONTRACT DOCUMENTS

ARTICLE 1 WORK COVERED BY CONTRACT DOCUMENTS

1.1 SCOPE OF WORK

This project includes; but is not limited to, the widening and reconstruction of CR 491 / Lecanto Highway from Audubon Park Path to Horace Allen St., in Citrus County, Florida. The total length is 1.898 miles of roadway widening to a 4-lane divided urban typical section. This also includes reconstruction of Horace Allen and other side streets totaling 0.691 miles.

The project includes; but is not limited to, the construction of 8, 10, 12 and 16-inch water main, 8 and 12 inch wastewater force main, along CR 491. The project also includes the re-construction of one wastewater lift stations.

The work includes; but is not limited to, the construction of two (2) drainage retention areas, one connection to two others, drainage improvements, construction of a 12-foot Multi-Use path, 5-foot concrete sidewalk, maintenance of traffic, construction of two (2) traffic signals, and signing and pavement markings.

1.2 STANDARD AND RELATED DOCUMENTS

- A. Work items referenced by respective FDOT section identification numbers shown by the Contract Documents, must be furnished, and installed in accordance with the Florida Department of Transportation July 2022 Standard Specifications for Road and Bridge Construction, including Supplemental Specifications and Revisions thereto.
- B. The Contract Specifications and Plans reference Index Sheets and Standards refer to FDOT FY 2022-23 Standard Plans for Road and Bridge Construction and applicable Interim Revisions.
- C. Citrus County Utilities Work items must be furnished and installed in accordance with (a) Citrus County Department of Water Resources - Utilities Division, Minimum Standards & Construction Specifications for Water and Wastewater Systems, latest edition.

SECTION 011113 (CONT'D)

WORK COVERED BY CONTRACT DOCUMENTS

- E. Reference to the following standards of any technical society, organization or body must be construed to mean the latest standard, code or specification or tentative specification adopted and published at the date of advertisement for bids, even though reference has been made to an earlier standard. Such reference is hereby made a part of the Contract the same as if herein repeated in full and in the event of any conflict between any of these specifications, standard codes or tentative specifications and the Contract Documents, the most stringent must govern.

AA	Aluminum Association
AASHTO or AASHO	American Association of State Highway and Transportation Officials
ABPA	Acoustical and Board Products Association
ACI	American Concrete Institute
AFBMA	Anti-Friction Bearing Manufacturer's Association
AGA	American Gas Association
AGMA	American Gear Manufacturer's Association
AI	The Asphalt Institute
AIA	American Institute of Architects
AIEE	American Institute of Electrical Engineers
AIMA	Acoustical and Insulating Materials Association
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AMCA	American Moving and Conditioning Association
ANSI	American National Standards Institute
API	American Petroleum Institute
APWA	American Public Works Association
AREA	American Railway Engineering Association
ASA	American Standards Association (now ANSI)
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigerating, and Air Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASSBC	American Standard Safety Code for Building Construction
ASTM	American Society of Testing and Materials
AWPA	American Wood Preservers Association
AWBP	American Wood Preservers Board
AWS	American Welding Society
AWWA	American Water Works Association
CRSI	Concrete Reinforcing Steel Institute
CS	Commercial Standard
DOT Spec.	Florida Department of Transportation Standard Specification for Road and Bridge Construction,
FS	Federal Standard
IEEE	Institute of Electrical and Electronic Engineers
IPCEA	Insulated Power Cable Engineers Association
NBFU	National Board of Fire Underwriters
NBS	National Bureau of Standards
NEC	National Electrical Code
NECA	National Electrical Contractor's Association

SECTION 011113 (CONT'D)

WORK COVERED BY CONTRACT DOCUMENTS

NEMA	National Electrical Manufacturer's Association
NFPA	National Fire Protection Association
NPT	National Pipe Threads
NSF	National Science Foundation
OSHA	U.S. Department of Labor, Occupational Safety and Health Administration
PCA	Portland Cement Association
PCI	Prestressed Concrete Institute
PS	United States Products Standards
SAE	Society of Automotive Engineers
SDI	Steel Decks Institute
SJI	Steel Joists Institute
SMACNA	Sheet Metal and Air Conditioning Contractors National Association
SSPC	Structural Steel Painting Council
UL	Underwriter's Laboratories, Inc.
UASI or USAS	United States of America Standards Institute (now ANSI)

- F. When measurements are affected by conditions already established or where items are to be fitted into constructed conditions, it must be the Contractor's responsibility to verify all such dimensions at the site and the actual job dimensions must take precedence over scale and figure dimensions on the Drawings.

1.3 LABOR

- A. Contractor must keep the Contract under his own control, and it must be his responsibility to see that the Work is properly supervised and carried on faithfully and efficiently. The Contractor must supervise the Work personally or must have a competent, English-speaking superintendent or representative, who must be on the site of the project at all working hours, and who must be clothed with full authority by the Contractor to direct the performance of the Work and make arrangements for all necessary materials, equipment, and labor without delay.

1.4 MATERIALS AND EQUIPMENT

A. MANUFACTURER

1. All transactions with the manufacturers or subcontractors must be through the Contractor, unless the Contractor must request and at the Engineer's option, that the manufacturer or subcontractor communicate directly with the Engineer. Any such transactions must not in any way release the Contractor from his full responsibility under this Contract.
2. All workmanship and materials must be of the highest quality. The equipment must be the product of manufacturers who are

SECTION 011113 (CONT'D)

WORK COVERED BY CONTRACT DOCUMENTS

experienced and skilled in the field with an established record of research and development. No equipment will be considered unless the manufacturer has designed and manufactured equipment of comparable type and size for at least five years.

3. All materials and equipment furnished by the Contractor must be subject to the inspection and approval of the Engineer. No material must be delivered to the site of the Work without prior approval of the Engineer.
4. All apparatus, mechanisms, equipment, machinery, and manufactured articles for incorporation into the Project must be the new (most current production at time of bid) and unused standard products of recognized reputable manufacturers.
5. Safety Requirements
 - a. All machinery and equipment must be safeguarded in accordance with the safety codes of the ANSI, OSHA, and local industrial codes.
 - b. In addition to the components specified and shown on the Drawings and necessary for the specified performance, the Contractor must incorporate in the design and show on the shop drawings all the safety features required by the current codes and regulations, including but not limited to those of the Occupational Safety and Health Act, and Amendments thereto.

B. SUBSTITUTIONS

1. The substitution requirements of this Section are in addition to the requirements of the General Conditions and Supplementary Conditions.
2. When a particular product is specified or called for, it is intended and must be understood that the proposal tendered by the Bidder includes those products in his Bid. Should the Bidder desire to provide alternate products equal to those specified, the Bidder must furnish information as described in the General Conditions or Bid Form. The alternate product or products submitted by the Bidder must meet the requirements of the specifications and must, in all respects, and in the sole opinion of the Owner, be equal to the products specified by name herein.
3. The intent of these specifications is to provide the Owner with a quality facility without discouraging competitive bidding. For products specified only by reference standards, performance, and

SECTION 011113 (CONT'D)

WORK COVERED BY CONTRACT DOCUMENTS

descriptive methods, without naming manufacturer's products, the Contractor may provide the products of any manufacturer complying with the Contract Documents, subject to the review of product data by the Engineer as specified herein. For products specified by naming a manufacturer's product followed by the words "or equal", the Contractor may provide any of the named products. He may substitute a product by another manufacturer as an equal only after review by the Engineer as specified herein. In all cases, any product provided must comply with all the specified requirements.

C. DELIVERY AND STORAGE

1. General

- a. Contractor must be responsible for all material, equipment and supplies sold and delivered to the Owner under this Contract until final inspection of the Work and acceptance thereof by the Owner.
- b. All materials and equipment to be incorporated in the Work must be handled and stored by the Contractor before, during and after shipment in a manner to prevent warping, twisting, bending, breaking, chipping, rusting, and any injury, theft or damage or any kind whatsoever to the material or equipment.
- c. All materials which, in the opinion of the Engineer, have become so damaged as to be unfit for the use intended or specified must be promptly removed from the site of the Work, and the Contractor must receive no compensation for the damaged material or its removal.
- d. In the event any such material, equipment and supplies are lost, stolen, damaged or destroyed prior to final inspection and acceptance, the Contractor must replace same without additional cost to the Owner.

2. Delivery - the Contractor Must:

- a. Deliver materials in ample quantities to insure the most speedy and uninterrupted progress of the Work so as to complete the Work within the allotted time.
- b. Coordinate deliveries in order to avoid delay in, or impediment of, the progress of the Work of any related Contractor.

SECTION 011113 (CONT'D)

WORK COVERED BY CONTRACT DOCUMENTS

- c. Arrange deliveries of products in accordance with construction schedules coordinated to avoid conflict with work and conditions at the site.
 - d. Deliver products in undamaged condition, in manufacturer's original containers or packaging, with identifying labels intact and legible.
 - e. Immediately on delivery, inspect shipments with the Owner's field representative to assure compliance with requirements of Contract Documents and approved submittals, and those products are properly protected and undamaged.
 - f. Provide equipment and personnel to handle products by methods recommended by the manufacturer to prevent soiling or damage to products or packaging.
3. Storage
- a. Contractor must be responsible for securing a location for on-site storage of all material and equipment necessary for completion of this project. The location and storage layout must be submitted to the Owner/Engineer at the pre-construction conference.
 - b. All material delivered to the job site must be protected from dirt, dust, dampness, water, sunlight, UV rays and any other condition detrimental to the life of the material from the date of delivery to the time of installation of the material and acceptance by the Owner.
 - c. Store products in accord with manufacturer's instructions, with seals and labels intact and legible.
 - d. When required or recommended by the manufacturer, the Contractor must furnish a covered, weather protected storage structure providing a clean, dry, non-corrosive environment for all mechanical equipment, valves, architectural items, electrical and instrumentation equipment, and special equipment to be incorporated into this project.
 - e. Arrange storage in a manner to provide easy access for inspection. Make periodic inspections of stored products to assure that products are maintained under specified conditions and free from damage or deterioration.

SECTION 011113 (CONT'D)

WORK COVERED BY CONTRACT DOCUMENTS

- f. Manufacturer's storage instructions must be carefully studied by the Contractor and reviewed with the Engineer by him. These instructions must be carefully followed and a written record of this kept by the Contractor.
- g. Moving parts must be rotated a minimum of once weekly to insure proper lubrication and to avoid metal-to-metal "welding". Electric motors provided with heaters must be temporarily wired for continuous heating during storage. Upon installation of the equipment, the Contractor must start the equipment, at least half load, once weekly for an adequate period of time to insure that the equipment does not deteriorate from lack of use.
- h. Mechanical equipment to be used in the Work, if stored for longer than ninety (90) days, must have the bearings cleaned, flushed and lubricated prior to testing and start-up, at no extra cost to the Owner.
- i. Prior to acceptance of the equipment, the Contractor must have the manufacturer inspect the equipment during start-up and certify that its condition has not been detrimentally affected by the long storage period. Such start-up certification by the manufacturer must be deemed to mean that the equipment is judged by the manufacturer to be in a condition equal to that of equipment that has been shipped, installed and tested. If such a certification is not given, the equipment must be judged to be defective. It must be removed and replaced at the Contractor's expense.
- j. Specific Material Storage Requirements
 - 1) Loose Granular Materials: Store in a well-drained area on solid surfaces to prevent mixing with foreign matter.
 - 2) Cement, sand and lime: Stored under a roof and off the ground and kept completely dry at all times.
 - 3) Brick, block and similar masonry products: Handle and store in a manner to reduce breakage, chipping, cracking and spilling to a minimum.
 - 4) All structural and miscellaneous steel, and reinforcing steel: Store off the ground or otherwise to prevent accumulations of dirt or grease, and in a position to prevent accumulations of standing water and to minimize rusting. Beams must be stored with the webs vertical.

SECTION 011113 (CONT'D)

WORK COVERED BY CONTRACT DOCUMENTS

- 5) All pipe, fittings, and appurtenances must be stored in strict conformance with manufacturer's recommendations.
 - 6) PVC pipe must be protected from fading due to UV exposure. Faded PVC pipe must be considered as unacceptable for use and must be removed from the site and replaced with acceptable unfaded piping.
4. Should the Contractor fail to take proper action on storage and handling of equipment supplied under this Contract within seven days after written notice to do so has been given, the Owner retains the right to correct all deficiencies noted in previously transmitted written notice and deduct the cost associated with these corrections from the Contractor's Contract. These costs may be comprised of expenditures for labor, equipment usage, administrative, clerical, engineering and any other costs associated with making the necessary corrections. In any event, equipment and materials not properly stored will not be included in a payment estimate.

D. MANUFACTURER'S INSTRUCTIONS FOR INSTALLATION

1. Comply with manufacturer's printed instructions, obtain and distribute copies of such instructions to all parties involved in the installation, including two copies for the Engineer's use. Maintain one set of complete instructions at the job site during installation and until completion.
2. Handle, install, connect, clean, condition and adjust products in strict accord with such instructions and in conformity with specified requirements. Should job conditions or specified requirements conflict with the manufacturer's instructions, consult with Engineer for further instructions. Do not proceed with Work without clear instructions.
3. Perform Work in strict accordance with manufacturer's instructions. Do not omit any preparatory step or installation procedure unless specifically modified or exempted by Contract Documents.
4. Contractor must have on hand sufficient proper equipment and machinery of ample capacity to facilitate the installation of the Work and to handle all emergencies normally encountered in Work of this character.
5. Equipment must be installed in a neat and workmanlike manner on the foundations at the locations and elevations shown on the Plans, unless directed otherwise by the Engineer during installation.

SECTION 011113 (CONT'D)

WORK COVERED BY CONTRACT DOCUMENTS

6. All equipment must be correctly aligned, leveled and adjusted for satisfactory operation and must be installed so that proper and necessary connections can be made readily between the various units.
7. Contractor must furnish, install and protect all necessary anchor and attachment bolts and all other appurtenances needed for the installation of the devices included in the equipment specified. Anchor bolts must be as approved by the Engineer and made of ample size and strength for the purposes intended. Substantial templates and working drawings for installation must be furnished by the manufacturer.

E. MANUFACTURER'S SERVICE

1. Where service by the manufacturer is specified to be furnished as part of the cost of the item of equipment, the Work must be at the Contractor's expense.
2. The services provided must be by a qualified manufacturer's service representative to check the completed installation, place the equipment in operation, and instruct the Owner's operators in the operation and maintenance procedures. Such services are to be for period of time and for the number of trips specified. A working day is defined as a normal 8-hour working day on the job and does not include travel time.
3. The services must further demonstrate to the Engineer's complete satisfaction that the equipment will satisfactorily perform the functions for which has been installed. See also Article 1.13; Start-up.

F. INSPECTION AND TESTING

1. General
 - a. If, in the testing of any material or equipment, it is ascertained by the Engineer that the material or equipment does not comply with the Contract, the Contractor must be notified thereof, and he will be directed to refrain from delivering said material or equipment, or to remove it promptly from the site or from the Work and replace it with acceptable material, without cost to the Owner.
 - b. Tests of electrical and mechanical equipment and appliances must be conducted in accordance with

SECTION 011113 (CONT'D)

WORK COVERED BY CONTRACT DOCUMENTS

recognized test codes of the ANSI, ASME, or the IEEE, except as may otherwise be stated herein.

2. Cost

- a. Owner may employ and pay for the services of an independent testing laboratory to perform verification or independent testing specifically indicated on the Contract Documents or specified in the Specifications and may at any other time elect to have materials and equipment tested for conformity with the Contract Documents.
- b. The cost of field leakage, pressure and bacteriological tests and shop tests of materials and equipment specifically called for in the Contract Documents must be borne by the Contractor, and such costs must be deemed to be included in the Contract price.
- c. Notify Engineer sufficiently (a minimum of 48 hours) in advance of operations to allow for laboratory assignment of personnel and scheduling of tests. When tests or inspections cannot be performed after such notice, reimburse Owner for laboratory personnel and travel expenses incurred.
- d. Contractor must employ and pay for the services of a separate, equally qualified independent testing laboratory to perform additional inspections, sampling and testing required for the Contractor's convenience and as approved by the Owner. Certified copies of all passing testing reports must be provided to the Owner.
- e. If the test results indicate the material or equipment complies with the Contract Documents, the Owner must pay for the cost of the testing laboratory. If the tests and any subsequent retests indicate the materials and equipment fail to meet the requirements of the Contract Documents, the Contractor must pay all costs associated with such failed tests. The total of such costs must be deducted from any payments due to the Contractor.
- f. Contractor must pay for all Work required to uncover, remove, replace, retest, etc any Work not tested due to the Contractor's failure to provide the minimum 48 hours advance notice or due to failed tests.

3. Shop Testing

SECTION 011113 (CONT'D)

WORK COVERED BY CONTRACT DOCUMENTS

- a. Each piece of equipment for which pressure, duty, capacity, rating, efficiency, performance, function or special requirements are specified must be tested in the shop of the manufacturer in a manner which must conclusively prove that its characteristics comply fully with the requirements of the Contract Documents. No such equipment must be shipped to the Work until the Engineer notifies the Contractor, in writing, that the results of such tests are acceptable.
- b. One digital PDF of the manufacturer's actual shop test data and interpreted results thereof, accompanied by a certificate of authenticity notarized and signed by a responsible official of the manufacturing company, must be furnished to the Engineer as a prerequisite for the acceptance of any equipment. The cost of shop tests (excluding cost of Owner's representative) and of furnishing manufacturer's preliminary and shop test data of operating equipment must be borne by the Contractor and must be included in the Contract price.
- c. Contractor must give notice in writing to the Owner sufficiently in advance of his intention to commence the manufacture or preparation of materials especially manufactured or prepared for use in or as part of the permanent construction. Such notice must contain a request for inspection, the date of commencement and the expected date of completion of the manufacture or preparation of materials. Upon receipt of such notice, the Owner must arrange to have a representative present at such times during the manufacture as may be necessary to inspect the materials; or he will notify the Contractor that the inspection will be made at a point other than the point of manufacture; or he will notify the Contractor that inspection will be waived.
- d. When inspection is waived or when the Engineer so requires, the Contractor must furnish to him authoritative evidence in the form of Certificates of Manufacture that the materials to be used in the Work have been manufactured and tested in conformity with the Contract Documents. These certificates must be notarized and include a PDF of the results of physical tests and chemical analysis, where necessary, that have been made directly on the product or on similar products of the manufacturer.
- e. Contractor must comply with these provisions before shipping any material. Such inspections by the Owner must

SECTION 011113 (CONT'D)

WORK COVERED BY CONTRACT DOCUMENTS

not release the Contractor from the responsibility for furnishing materials meeting the requirements of the Contract Documents.

G. BORROW, EXCESS SUITABLE AND UNSUITABLE MATERIALS

Contractor must conduct access, hauling, filling and storage operations on-site as specified herein and as shown on the Contract Drawings.

1. Borrow Material: All borrow material must be obtained off-site by the Contractor.
2. Excess Suitable Material: Ownership of excess suitable material excavated from the project must be as follows:
 - a. Owner must retain ownership of all suitable excavated materials until the final job requirements for fill or backfill materials have been fulfilled. Owner must retain ownership of excess suitable material and material must be loaded and transported to the location designated in prior sections.
3. Unsuitable Material
 - a. All unsuitable material must become the property of Citrus County. Contractor must properly deliver all such unsuitable materials to Citrus County Solid Waste Facility on 230 W. Gulf to Lakes Highway (State Road 44) Lecanto, Florida 34461, or;
 - b. When approved by the Owner, unsuitable material may be disposed of in accordance with Section 120-5 of Florida Department of Transportation July 2022 Standard Specifications for Road and Bridge Construction, including Supplemental Specifications and Revisions thereto.

H. CLEANING

1. During Construction
 - a. During construction of the Work, the Contractor must, at all times, keep the site of the Work and adjacent premises as free from material, debris and rubbish as is practicable and must remove the same from any portion of the site if, in the opinion of the Owner/Engineer, such material, debris, or rubbish constitutes a nuisance or is objectionable.
 - b. Provide on-site containers for the collection of waste materials, debris and rubbish and remove such from the site

SECTION 011113 (CONT'D)

WORK COVERED BY CONTRACT DOCUMENTS

periodically by disposal at a legal disposal area away from the site.

- c. Clean interior spaces prior to the start of finish painting and continue cleaning on an as-needed basis until painting is finished. Use only those cleaning materials which will not create hazards to health or property and which will not damage surfaces. Use only those cleaning materials and methods recommended by the manufacturer of the surface material to be cleaned. Schedule operations so that dust and other contaminants resulting from cleaning process will not fall on wet or newly coated surfaces.
- d. The Contractor must remove from the site all surplus materials and temporary structures when no longer necessary to the Work at the direction of the Owner/Engineer

2. Final Cleaning

- a. At the conclusion of the Work, all equipment, tools, temporary structures and materials belonging to the Contractor must be promptly taken away, and he must remove and promptly dispose of all water, dirt, rubbish or any other foreign substances. Employ skilled workmen for final cleaning. Thoroughly clean all installed equipment and materials to a bright, clean, polished and new appearing condition. Remove grease, mastic, adhesives, dust, dirt, stains, fingerprints, labels, and other foreign materials from sight-exposed interior and exterior surfaces. Broom clean exterior paved surfaces; rake clean other surfaces of the grounds.
- b. The Work must be left in a condition as shown on the Drawings and the remainder of the site must be restored to a condition equal or better than what existed before the Work.
- c. Prior to final completion, or Owner occupancy, Contractor must conduct an inspection of interior and exterior surfaces, and all work areas to verify that the entire Work is clean. The Owner/Engineer will determine if the final cleaning is acceptable.

END OF SECTION

**CITRUS COUNTY, FLORIDA
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

ITB # 22-124

**C.R. 491 ROADWAY IMPROVEMENTS
FROM AUDUBON PARK PATH to Horace Allen St.**

SECTION 011400

WORK RESTRICTIONS

ARTICLE 1 - WORK RESTRICTIONS

1.1 CONSTRUCTION NOT PERMITTED

- A. **USE OF EXPLOSIVES:** No blasting must be done except upon approval by the Owner and the governmental agency or political subdivision having jurisdiction. When the use of explosives is approved by the Owner as necessary for the execution of the Work, the Contractor must use the utmost care so as not to endanger life or property, and assume responsibility for any such damage resulting from his blasting operations, and whenever directed, the number and size of the charges must be reduced. All explosives must be stored in a secure manner and all such storage places must be marked clearly, "DANGEROUS EXPLOSIVES" and must be in care of competent watchmen. All permits required for the use of explosives must be obtained by the Contractor at his expense. All requirements of the governmental agency issuing permit must be observed.
- B. **BURNING:** Do not burn combustible materials. Remove all cleared material from the Work site and dispose of in accordance with all local laws, codes, and ordinances. At Contractor's option, chipping operations may be substituted when the tree species, and soundness is appropriate for such use. Chipping should occur only in the designated retention basins and all debris from chipping shall be thoroughly removed from the retention basins upon completion of the chipping operation.

END OF SECTION

**CITRUS COUNTY, FLORIDA
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

ITB # 22-124

**C.R. 491 ROADWAY IMPROVEMENTS
FROM AUDUBON PARK PATH to Horace Allen St.**

SECTION 011413

ACCESS TO SITE

ARTICLE 1 - ACCESS TO SITE

1.01 PROJECT SITE AND ACCESS

A. USE OF PUBLIC STREETS

1. The use of public streets and alleys must be such as to provide a minimum of inconvenience to the public and to other traffic. Any earth or other excavated material spilled from trucks must be removed immediately by the Contractor and the streets cleaned to the satisfaction of the Owner.

B. USE OF PUBLIC STREETS FOR HAUL ROADS

1. Prior to construction, the Contractor must designate all proposed haul roads to be used during the life of the project. Any earth or other materials spilled from trucks must be removed by the Contractor and streets cleaned to the satisfaction of the Owner. Contractor must at his own cost be responsible for reconstruction and/or repairs to any damages caused by his operations, prior to final payment.
2. All trucks carrying earth must be covered while moving with an appropriate tarpaulin. All cleanup must be the responsibility of the Contractor.
3. All trucks/moving equipment must have backup warning horns in proper working order while on the job site. During night operations, all equipment must have operational flashing beacons.
4. Any hauling unit or equipment loaded in excess of the maximum weights set out in the Florida Uniform Traffic Law, or lower weights which may be legally established for any road, bridge or street, must not be operated on except as provided by special permit issued by the governmental unit having jurisdiction over a particular road or bridge.

SECTION 011413 (CONT'D)

ACCESS TO SITE

C. ACCESS

1. Neither the material excavated, nor the materials or equipment used in the construction of the Work must be so placed as to prevent free access to all fire hydrants, valves or manholes.
2. Access to businesses and residents located adjacent to the project site must be maintained at all times. Maintenance of existing driveway connections/entrances for businesses and residents must consist of a minimum of compacted millings equivalent to the existing conditions and must provide ingress/egress equivalent to the existing conditions. Contractor may pre-arrange the closing of business or residential access with the business owner or property owner. As a minimum Contractor must detail such pre-arranged access closing as notation to be included in Contractor Daily Report of Construction Activities. Such pre-arranged access closing must not exceed two (2) hours. Property drainage and grading must be restored, and all construction debris removed within forty-eight (48) hours after completion of crossing work at access location. Business Access signs must be provided. Such signs must include Business Names. Business Access Sign must not be measured for payment directly but must be included under the price for project MOT.
3. Contractor agrees that representatives of the Owner and any governmental agents will have access to the Work wherever it is in preparation or progress and that the Contractor must provide facilities for such access and inspection.

END OF SECTION

**CITRUS COUNTY, FLORIDA
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

ITB # 22-124

**C.R. 491 ROADWAY IMPROVEMENTS
FROM AUDUBON PARK PATH to Horace Allen St.**

SECTION 011800

PROJECT UTILITY SOURCES

ARTICLE 1 - PROJECT UTILITY SOURCES

1.1 UTILITIES

Prior to any excavation, the CONTRACTOR must perform exploratory investigation to determine any potential utility conflicts two weeks prior to any underground construction. If potential conflicts are encountered, the CONTRACTOR must notify the respective Utility Agency/Owner(s) representative within 24 hours of discovery of the conflict to initiate resolution. The Utility Agency(ies)/OWNER/Representative/Engineer must have five (5) days to review and respond. The timeframe for review and response to address the conflict must not be considered a delay by the CONTRACTOR and is not compensable. Any time and/or cost beyond that described above must be addressed as set forth in Article 12 of the General Conditions. The CONTRACTOR agrees that no claim for an adjustment in contract price or time will be valid if not submitted in accordance with this paragraph and as set forth in Article 12 of the General Conditions.

The CONTRACTOR recognizes that the Utility Agencies/Owners (UAO) and their respective sub-contractors performing utility locations, relocations, installations, adjustments, protections, and other utility work, are not contracted with the OWNER to perform said work. The CONTRACTOR must indemnify and hold harmless the OWNER and its representatives against all claims, costs, losses, and damages, for any delays created by the various Utility Agencies/Owners and their respective sub-contractors caused by the CONTRACTOR not following the requirements set forth in the Contract Documents.

A. UTILITY CONSTRUCTION

1. Public utility installations and structures must be understood to include all poles, tracks, pipes, wires, conduits, house service connections, vaults, manholes and all other appurtenances and facilities pertaining thereto, whether owned or controlled by governmental bodies or privately owned by individuals, firms or corporations, used to serve the public with transportation, traffic control, gas, electricity, telephone, sewerage, drainage or water. Other public or private property which may be affected by the Work must be deemed included hereunder.

SECTION 011800 (CONT'D)

PROJECT UTILITY SOURCES

2. All open excavations must be adequately safeguarded by providing temporary barricades, caution signs, lights and other means to prevent accidents to persons, and damage to property. The Contractor must, at his own expense, provide suitable and safe bridges and other crossings for accommodating travel by pedestrians and workmen. Bridges provided for access to private property during construction must be removed when no longer required.
3. The length of open trench will be controlled by the particular surrounding conditions but must always be confined to the limits prescribed by OSHA. The trench excavation must not excessively restrict traffic at any point at the sole discretion of the Engineer at any point. As a minimum, the Contractor must conform to the following restoration procedures:

- a. Interim Restoration: All excavations must be backfilled and compacted as specified by the end of each working day. For excavations within existing paved areas, roadway base must be installed as to provide a relatively smooth surface free of loose material before opening to traffic. At the end of each work week the interim asphaltic surface course must be completed. Contractor must coordinate his construction activity including density tests and inspections to allow sufficient time to achieve this requirement. All driveway cuts must be backfilled, compacted, and lime rock base spread and compacted immediately after utility installation. Contractor must coordinate with the individual property owners prior to removing the driveway section. Any utility crossing an existing roadway, parking lot or other paved area must be patched with hot mix asphalt or equivalent to existing conditions, by the end of the working day.

All pipe and fittings must be neatly stored in a location approved by the Engineer which will cause the least disturbance to the public. All debris must be removed and properly disposed of by the end of each working day.

Maintenance of all restored facilities must be the Contractor's responsibility. This maintenance must be performed on an on-going basis during the course of construction.

Contractor's Progress Schedule must reflect the above restoration requirements.

- b. Additional Restoration for Work in Business or Commercial Districts: The Contractor must restore all private property,

SECTION 011800 (CONT'D)

PROJECT UTILITY SOURCES

damaged by construction, to its original condition. Access to businesses located adjacent to the project site must be maintained at all times. Contractor may prearrange the closing of business accesses with the business owner. Such prearranged access closing must not exceed two (2) hours. Property drainage and grading must be restored within 24 hours of backfilling trench.

B. EXISTING UTILITIES

1. The locations of all existing underground piping, structures and utilities have been taken from information received from the respective owner. The locations are shown without express or implied representation, assurance, or guarantee that they are complete or correct or that they represent a true picture of underground piping to be encountered.
2. Contractor must, at all times in performance of the Work, employ approved methods and exercise reasonable care and skill so as to avoid unnecessary delay, injury, damage or destruction of existing public utility installations and structures; and must, at all times in the performance of the Work, avoid unnecessary interference with, or interruption of, public utility services; and must cooperate fully with the owners thereof to that end.
3. Pipelines must be located substantially as indicated on the Drawings, but the Owner/Engineer reserves the right to make such modifications in locations as may be found desirable to avoid interference with existing structures or for other reasons. When the location of piping is dimensioned on the Drawings, it must be installed in that location; when the location of piping is shown on a scaled drawing, without dimensions, the piping must be installed in the scaled location unless the Owner/Engineer approves an alternate location for the piping. Where fittings are noted on the Drawings, such notation is for the Contractor's convenience and does not relieve him from laying and jointing different or additional items where required. The Engineer may require detailed pipe laying drawings and schedules for project control.
4. Contractor must exercise care in any excavation to locate all existing piping and utilities. All utilities which do not interfere with the completed Work must be carefully protected against damage. Any existing utilities damaged in any way by the Contractor must be restored or replaced by the Contractor at his expense as directed by the Owner/Engineer. Any existing facilities which require operation to facilitate repairs must be performed only by the owner of the respective utility.

SECTION 011800 (CONT'D)

PROJECT UTILITY SOURCES

5. It is the responsibility of the Contractor to ensure that all utility or other poles, the stability of which may be endangered by the proximity of excavation, be temporarily stayed and/or shored in position while Work proceeds in the vicinity of the pole and that the utility or other companies concerned be given reasonable advance notice of any such excavation by the Contractor.

C. NOTICES

1. All governmental utility departments and other owners of public utilities which may be affected by the Work will be informed in writing by the Contractor within two weeks after the execution of the Contract or Contracts covering the Work. Such notice will be sent out in general, and directed to the attention of the governmental utility departments and other owners of public utilities for such installations and structures as may be affected by the Work.
2. Contractor must also comply with Florida Statute 553.851 regarding notification of existing gas and oil pipeline company owners. Evidence of such notice must be furnished to the Owner within two weeks after the execution of the Contract.
3. It must be the Contractor's responsibility to contact Sunshine 811 and utility companies at least 48 hours in advance of breaking ground in any area or on any unit of the Work so maintenance personnel can locate and protect facilities, if required by the utility company.
4. Contractor must, prior to interrupting a utility service (water, sewer, etc.) for the purpose of making cut-ins to the existing lines or for any other purposes, contact the utility owner and make arrangements for the interruption which will be satisfactory to the utility owner. Arrangements must be considered to include the notice of utility service interruption to all business and residential users located within the affected area. Notice details must be considered to include utility service to be interrupted (water, sewer, etc.) and time/date/proposed duration of utility service interruption. Notice for potable water system interruption must be considered to include boil water information.

END OF SECTION

**CITRUS COUNTY, FLORIDA
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

ITB # 22-124

**C.R. 491 ROADWAY IMPROVEMENTS
FROM AUDUBON PARK PATH to Horace Allen St.**

SECTION 012213

MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.10 GENERAL PROVISIONS

- A. Unit Price Contracts: The quantities of work to be done and materials to be furnished under a unit price contract, as given in the Bid Form, are to be considered as approximate only and are to be used solely for the comparison of Bids received and determining an initial Contract Price. The OWNER does not expressly or by implication represent that the actual quantities involved will correspond exactly therewith; nor must the CONTRACTOR plead misunderstanding or deception because of such estimate or quantities or of the character, location or other conditions pertaining to the Work. Payment to the CONTRACTOR will be made only for the actual quantities of work performed or material furnished in accordance with the Drawings and other Contract Documents, and it is understood that the quantities may be increased or diminished as provided in the General Conditions without in any way invalidating any of the unit prices bid.
- B. Lump Sum Contracts: The quantities of work to be done and materials to be furnished, including all labor, equipment and incidentals required to complete the Work, are specified in Divisions 0 through 1 of the Contract Specifications and shown in the Contract Drawings. Payment to the CONTRACTOR of the lump sum price bid for the Work will be made and must fully compensate the CONTRACTOR for the construction of the Work, completed and ready for continuous operation and use, in the manner contemplated by the Contract Documents.
- C. Unit Price and Lump Sum Contracts
 - 1. All schedules are given for the convenience of the ENGINEER and the CONTRACTOR and are not guaranteed to be complete. The CONTRACTOR must assume all responsibility for the making of estimates of the size, kind, and quantity of materials and equipment included in Work to be done under this Contract.
 - 2. Where fittings are noted on the Drawings, such notation is for the CONTRACTOR's convenience and does not relieve him from laying and jointing different or additional items where required.

ITB # 22-124

SECTION 012213 (CONT'D)

MEASUREMENT AND PAYMENT

3. All Contracts must be subject to retainage as defined in the Agreement.

1.02 ALLOWANCES AND CONTINGENCY

- A. The CONTRACTOR must include in the Total Bid Amount all cash allowances stated hereinafter. Items covered by these allowances must be supplied for such amounts and by such persons as the OWNER may direct.
- B. The amount of the allowance must be adjusted accordingly by Change Order to recognize the actual cost incurred by the CONTRACTOR. The CONTRACTOR must submit appropriate documentation to validate the actual cost of the item.
- C. All cash allowances are represented by individual items in the Bid Form.
- D. All equipment purchased under the Citrus County Equipment Allowance Item included in the Bid Form must become the property of Citrus County. Any equipment maintenance and service contracts must be paid by the CONTRACTOR through the duration of the Contract. Such maintenance and service contract costs must be reimbursed by the OWNER to the CONTRACTOR under this Allowance.

1.03 SCHEDULE OF VALUES

- A. Scope of Work
 1. Submit to the ENGINEER a Schedule of Values within twenty (20) days after the Notice to Proceed.
 2. A Schedule of Values must be submitted for both Lump Sum and Unit Price contracts and the sum of the values in the schedule must equal the Total Bid Amount.
 3. The Schedule of Values must establish the actual value of the component parts of the Work; and, unless objected to by the ENGINEER, must be used as the basis for the CONTRACTOR's Applications for Payment.
- B. Form and Content
 1. Type the Schedule on the OWNER's 8-1/2" x 11" (216mm x 279mm) standard form. CONTRACTOR's standard forms and computer printout will be considered for approval by the OWNER upon CONTRACTOR's request.
 2. The values listed must be the installed values of the component parts of the Work, including material, labor, overhead and profit, and all other costs associated with the installed value of each item.

SECTION 012213 (CONT'D)

MEASUREMENT AND PAYMENT

- C. Unit Price Contracts: For Unit Price contracts, the Bid Schedule must be used as the basis for the Schedule of Values. The CONTRACTOR must resubmit the Bid Schedule in the format described herein; and may, at his option, divide the items in the Bid Schedule into sub-items to provide a more detailed basis of payment.
- D. Lump Sum Contracts: For Lump Sum contracts, the cost of the Work must be separated into major items and sub-items as outlined below:
 - 1. General Requirements (Division 1 - Specification Sections)
 - a. Mobilization, Demobilization, Bonds and Permits
 - b. Shop Drawing Preparation / Submittal
 - c. Field Engineering and Exploratory Excavation
 - d. Record Drawing Preparation
 - e. All other costs associated with Division 1 of the Specifications.
 - 2. Site Work: The cost of the site work, with the exception of earthwork for structures and underground piping, must be separated by task, with estimated quantities where applicable.
 - 3. Structures: The cost of each structure must be given separately, and each structure, at a minimum, must be further separated into the following sub-items: Earthwork, Concrete Forming, Concrete Reinforcement, Concrete, Equipment, Piping and Appurtenances (to a point five (5) feet outside of the structure), Miscellaneous Metals, Electrical Work (to a point five (5) feet outside of the structure) and Finishes.
 - 4. Yard Piping: The cost of yard piping must be separated by pipe size and type, valves and appurtenances. The CONTRACTOR's estimated quantities and unit prices must be included for each sub-item.
 - 5. Electrical Work: The cost of electrical work outside of the structures must be separated, at a minimum, into the following sub-items. Conduit, Wire, Ductbank, Pull Boxes, and Yard Lighting.
- E. The OWNER reserves the right to delete any item included in the Schedule of Values and decrease the Contract Price by the scheduled amount for the item deleted.

1.04 APPLICATIONS FOR PAYMENT

- A. Applications for Payment must be submitted by the CONTRACTOR to the OWNER in accordance with the schedule established by the General Conditions and Agreement between the OWNER and the CONTRACTOR.
- B. Format:

SECTION 012213 (CONT'D)

MEASUREMENT AND PAYMENT

1. Submit applications typed on forms provided by the OWNER. The CONTRACTOR must prepare itemized continuation sheets using the accepted Schedule of Values and attach them to the Application. Each item must have an assigned dollar value for the current pay period, and a cumulative value for the project to date. Field Orders executed prior to the date of submission must be listed at the end of the continuation sheets and must be totaled separately. Applications that contain a substantial math error (greater than \$1,000.00) must be returned by the Engineer to the Contractor for correction and resubmittal.
 2. The following items must be included with each copy of the Application for Payment:
 - a. Progress Schedule;
 - b. Certified Material Test Reports;
 - c. Stored Material Log;
 - d. Partial / Final Consent of Surety;
 - e. Invoices for Stored Material; and
 - f. Monthly progress photographs.
 3. The Contractor must certify, for each current pay request, that all previous payments received from the Owner, under his Contract, have been applied by the Contractor to discharge in full all obligations of the Contractor in connection with Work covered by prior applications for payment, and all materials and equipment incorporated into the Work are free and clear of all liens, claims, security interest and encumbrances. Contractor must attach a Partial Consent of Surety to each application for progress payment. Additionally, Contractor must attach a Final Consent of Surety to the application for Final Payment.
 4. Submit one digital PDF and one Original of each application to the ENGINEER. Each copy must include original signatures. The ENGINEER must review the application and verify quantities of installed work and stored materials. Upon his approval, he must submit the application to the OWNER for review. When the OWNER finds the application properly completed and correct, he will make payment to the CONTRACTOR.
- C. Work not installed in accordance with the requirements of the Contract Documents or materials not conforming to the Contract Documents will not be accepted by the OWNER or ENGINEER for payment. All materials must be addressed by acceptable certified testing results/reports prior to any payment.

ITB # 22-124

SECTION 012213 (CONT'D)

MEASUREMENT AND PAYMENT

- D. The Application for Final Payment must be prepared and submitted to the ENGINEER and must include:
1. Evidence of compliance with requirements of governing authorities;
 2. Project Record Documents;
 3. Operating and Maintenance Data;
 4. Warranties and Bonds (required for the Correctional Period and Maintenance Period);
 5. Spare Parts and Maintenance Materials;
 6. CONTRACTOR's Final List of all first tier Sub-contractors and Materials Suppliers;
 7. Final Application for Payment, including "Consent of Surety to Final Payment" and final Change Order, if required. The final Application for Payment must reflect all adjustments to the Contract Price;
 8. Certificate of Substantial Completion or Certificate of Final Inspection; or
 9. Certificate of Engineer.

1.05 MEASUREMENT AND PAYMENT

A. Methods of Payment

1. Unit Price Contracts / Items: Payment will be made for actual quantities of Work properly installed as accepted by the OWNER unless otherwise indicated herein.
2. Lump Sum Contracts / Items: Payment will be made for each individual item on a percentage (%) of completion basis as estimated by the CONTRACTOR and accepted by the OWNER. Quantities provided in the Schedule of Values are for the purpose of estimating the completion status for Progress Payments. Adjustments to costs provided in the accepted Schedule of Values may be made only by Change Order.

B. Methods of Measurement

1. Units of measurement must be defined in general terms as follows:
 - a. Linear Feet (LF)
 - b. Square Feet (SF)
 - c. Square Yards (SY)
 - d. Cubic Yards (CY)
 - e. Each (EA)

ITB # 22-124

SECTION 012213 (CONT'D)

MEASUREMENT AND PAYMENT

- f. Gross Miles (GM) or Net Miles (NM)
- g. Lump Sum (LS)
- h. Allowances (ALLOW)
- i. Location (LO)
- j. Each Day (ED) or Days (DA)
- k. Acres (AC)
- l. Other: Items may be included as indicated by FDOT method of Measurement/Basis of Payment.

2. Unit Price Contracts / Items

- a. Linear Feet (LF) must be measured along the horizontal length of the centerline of the installed material, unless otherwise specified. Pipe must be measured along the length of the completed pipeline, regardless of the type of joint required, without deduction for the length of valves or fittings. Pipe included within the limits of lump sum items will not be measured.
- b. Square Feet (SF), Square Yards (SY), Cubic Yards (CY), Each (EA) and Sacks (SK) must be measured as the amount of the unit of measure installed within the limits specified and shown in the Specifications and Drawings. Slope angles and elevations must be measured using land surveying equipment. CONTRACTOR must provide supporting documentation (i.e., drawings, truck tickets, invoices, etc.) to verify actual installed quantities.
- c. No measurement is required for Lump Sum (LS) items.

3. Lump Sum Contracts / Items

- a. The Measurement of Work for Lump Sum contracts and/or items must be based on the information provided in the Contract Documents and compiled through the CONTRACTOR's own field verifications, investigations and testing prior to Bidding.
- C. The following describes the specific work and methods of measurement for the items listed in the Bid Schedule. Measurement and Payment for each Bid Item must include all labor, materials and equipment required to perform the work included for that respective item to provide a complete and operable installation. Related work not specifically listed or identified, but evidently necessary for satisfactory completion of the item, must be considered to be included.
- D. No separate payment will be made for the following work, and its cost must be included in Mobilization:
- Applications and pulling of all Utility and Construction Permits, as required;
 - Shop Drawings, Working Drawings and Samples;

ITB # 22-124

SECTION 012213 (CONT'D)

MEASUREMENT AND PAYMENT

- Field Engineering, Surveying and Layout;
- Clearing and Grubbing;
- Trench Excavation, Trench Box, Sheet piling, Shoring and Bracing;
- Dewatering and Disposal of Surplus Water;
- Structural Fill, Backfill, Compaction and Grading;
- Cleanup;
- Testing Materials and Apparatus;
- Maintenance of Utility Service;
- Appurtenance Work; and
- Record Drawings and Close-Out Documentation.

E. FDOT Referenced Road and Bridge Work: Unless otherwise stipulated by the Contract Documents, Measurement and Payment for Work referenced by FDOT item numbers must be in accordance with the FDOT Standard Specifications for Road and Bridge Construction, dated 2022, including supplements and revisions thereto. All Work completed under the contract must be measured, by the CONTRACTOR and verified by the CEI, according to United States Standard Measures.

1. The following will clarify the Work included for items as shown in the Bid Form:

A. Mobilization:

Item must include items included under Unit Price – Measurement and Payment, 1.05 Measurement and Payment, D and Mobilization, Demobilization, Bonds, Permits and Division 1 except for Maintenance of Traffic which is covered by separate Bid Item. Payment for Mobilization must be pursuant to Section 101 of the FDOT Standard Specifications for Road and Bridge Construction, dated 2022.

B. Measurement and Payment for utilities work, including utility pipeline work (waste mains, sanitary sewers, force mains, reuse mains) and lift station is covered by Sections 012214 of this Division 1.

END OF SECTION

**CITRUS COUNTY, FLORIDA
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

ITB # 22-124

**C.R. 491 ROADWAY IMPROVEMENTS
FROM AUDUBON PARK PATH to Horace Allen St.**

SECTION 012214

UTILITIES MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.01 GENERAL PROVISIONS

- A. Unit Price Contracts: The quantities of work to be done and materials to be furnished under a unit price contract, as given in the Bid Form, are to be considered as approximate only and are to be used solely for the comparison of Bids received and determining an initial Contract Price. The Owner does not expressly, or by implication, represent that the actual quantities involved will correspond exactly therewith; nor must the Contractor plead misunderstanding or deception because of such estimate or quantities or of the character, location or other conditions pertaining to the Work. Payment to the Contractor will be made only for the actual quantities of work performed or material furnished in accordance with the Drawings and other Contract Documents, and it is understood that the quantities may be increased or diminished as provided in the General Conditions without in any way invalidating any of the unit prices bid.
- B. Lump Sum Contracts: The quantities of work to be done and materials to be furnished, including all labor, equipment and incidentals required to complete the Work, are specified in the Contract Specifications and shown in the Contract Drawings. Payment to the Contractor of the lump sum price bid for the Work will be made and must fully compensate the Contractor for the construction of the Work, completed and ready for continuous operation and use, in the manner contemplated by the Contract Documents.
- C. Unit Price and Lump Sum Contracts
 - 1. All schedules are given for the convenience of the Owner/Engineer and the Contractor and are not guaranteed to be complete. The Contractor must assume all responsibility for the making of estimates of the size, kind, and quantity of materials and equipment included in work to be done under this Contract.
 - 2. Where fittings are noted on the Drawings, such notation is for the Contractor's convenience and does not relieve him from laying and jointing different or using additional items where required.
 - 3. All Contracts must be subject to retainage as defined in the General Conditions and the Agreement.

SECTION 012214 (CONT'D)

UTILITIES MEASUREMENT AND PAYMENT

1.02 ALLOWANCES

- A. The Contractor must include in the Total Bid Amount all cash allowances stated hereinafter. Items covered by these allowances must be supplied for such amounts and by such persons as the Owner may direct.
- B. The amount of the allowance must be adjusted accordingly by Change Order to recognize the actual cost incurred by the Contractor. The Contractor must submit appropriate documentation to validate the actual cost of the item.
- C. Cash allowances for the purposes of bidding must be so reflected in the Bid Form for the designated item in the amount(s) shown:

Utility Contingency Allowance - \$500,000

1.03 SCHEDULE OF VALUES

- A. Scope of Work
 - 1. Submit to the Engineer a Schedule of Values within twenty (20) days after the Notice to Proceed.
 - 2. A Schedule of Values must be submitted for both lump sum and unit price contracts and the sum of the values in the schedule must equal the Total Bid amount.
 - 3. The Schedule of Values must establish the actual value of the component parts of the Work and, unless objected to by the Engineer, must be used as the basis for the Contractor's Applications for Payment.
- B. Form and Content
 - 1. Type the schedule on the Owner's 8-1/2 x 11-inch standard form. Contractor's standard forms and computer printout will be considered for approval by the Owner upon Contractor's request.
 - 2. The values listed must be the installed values of the component parts of the Work. Values must reflect measurement and payment requirements for each individual item.

1.04 APPLICATIONS FOR PAYMENT

- A. Applications for Payment must be submitted by the Contractor in accordance with the process and schedule established by the General Conditions and Agreement between the Owner and the Contractor.
- B. Format

SECTION 012214 (CONT'D)

UTILITIES MEASUREMENT AND PAYMENT

1. Submit applications typed on forms provided by the Owner. The Contractor must prepare itemized continuation sheets using the accepted Schedule of Values and attach them to the Application. Each item must have an assigned dollar value for the current pay period, and a cumulative value for the project to date. Change Orders executed prior to the date of submission must be listed at the end of the continuation sheets and must be totaled separately.
 2. The following items must be included with each copy of the application for payment:
 - a. Updated/Revised Progress Schedule
 - b. Stored Material Log
 - c. Updated Sub-contractor/Supplier List
 - d. Consent of Surety
 - e. Contractor's/Sub-contractor's/Supplier's Interim Affidavits
 - f. Release of Liens (for all Sub-contractors and Material Suppliers for payment period in question from which Notice to Owner has been received).
 - g. Invoices for Stored Materials
 3. The Contractor must certify, for each current pay request, that all previous payments received from the Owner, under his Contract, have been applied by the Contractor to discharge in full all obligations of the Contractor in connection with Work covered by prior applications for payment, and all materials and equipment incorporated into the Work are free and clear of all liens, claims, security interest and encumbrances. Contractor must attach to each application for payment like affidavits by all Subcontractors and Suppliers. Contractor must also attach a "Consent of Partial Surety" to each application for payment. Additionally, a "Waiver and Release of Lien Upon Progress Payment" from each subcontractor and supplier must be attached to each application for payment. Conditional waiver and release of liens contingent upon clearance of checks tendered in payment must not be accepted by the Owner. The Contractor must be allowed to withhold percent (%) retainage by release of liens equal to Owner withheld percent (%) retainage as only exception.
- C. Work not installed in accordance with the requirements of the Contract Documents or materials not conforming to the Contract Documents will not be approved by the Owner or Engineer for payment.
- D. The Application for Final Payment must be prepared in accordance with Article 1.14 of the General Requirements - Contract Closeout.

SECTION 012214 (CONT'D)

UTILITIES MEASUREMENT AND PAYMENT

1.05 MEASUREMENT AND PAYMENT

A. Methods of Payment

1. Unit Price Contracts/Items: Payment will be made for actual quantities of work properly installed as approved by the Owner unless otherwise indicated herein.
2. Lump Sum Contracts/Items: Payment will be made for each individual item on a percentage of completion basis, as estimated by the Contractor and approved by the Owner. Quantities provided in the Schedule of Values are for the purpose of estimating the completion status for progress payments. Adjustments to costs provided in the accepted Schedule of Values may be made only by Change Order.

B. Methods of Measurement

1. Units of measurement must be defined in general terms as follows:
 - a. Linear Feet (LF)
 - b. Lump Sum (LS)
 - c. Each (EA)
 - d. Tons (TN)
2. Unit Price Contracts/Items
 - a. Linear Feet (LF) must be measured along the horizontal length of the centerline of the installed material, unless otherwise specified. Pipe must be measured along the length of the completed pipeline, regardless of the type of joint required, without deduction for the length of valves or fittings. Pipe included within the limits of lump sum items will not be measured.
 - b. Each (EA) and Tons (TN) must be measured as the amount of the unit of measure installed within the limits specified and shown in the Specifications and Drawings. Slope angles and elevations must be measured using land surveying equipment. Contractor must provide supporting documentation (i.e. drawings, truck tickets, invoices, etc.) to verify actual installed quantities.
 - c. No measurement is required for Lump Sum (LS) items.
3. Lump Sum Contracts/Items
 - a. The Measurement of Work for lump sum contracts and/or items must be based on the information provided in the Contract

SECTION 012214 (CONT'D)

UTILITIES MEASUREMENT AND PAYMENT

Documents and compiled through the Contractor's own field verifications, investigations and testing prior to Bidding.

- C. The following describes the specific work and methods of measurement for the items listed in the Bid Schedule. Measurement and payment for each Bid Item must include all labor, materials and equipment required to perform the work included for that respective item to provide a complete and operable installation. Related work not specifically listed or identified, but evidently necessary for satisfactory completion of the item, must be considered to be included.
- D. No separate payment will be made for the following work, and its cost must be included in the appropriate payment item:
- Applications and pulling of all utility and construction permits not addressed by specific allowance in the bid schedule;
 - Gopher tortoise survey, inspection and relocations;
 - Shop drawings, working drawings and samples;
 - Field engineering, surveying and layout;
 - Trench excavation, sheeting, shoring and bracing;
 - Dewatering and disposal of surplus water;
 - Cleanup;
 - Testing materials and apparatus;
 - Maintenance of utility service;
 - Appurtenant work;
 - Record drawings and close-out documentation; and
 - Spare parts.
- E. Utility Work items must be furnished and installed in accordance with Citrus County Minimum Standards & Construction Specifications for Water & Wastewater Systems, latest edition. The following will clarify the work included for items as shown in the Bid Form for the **County Road 491 Improvements Project, Utility Improvements**.
1. Mobilization (Item U1)
 - a. Measurement: Measurement of various items for Mobilization related to the construction of the utility improvements will not be made for payment. All items must be included in the lump sum price.
 - b. Payment: Payment of twenty- five (25) percent of the applicable lump sum price for the item must be full compensation for 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, supplies and incidentals to the project site, and for the establishment of field offices, storage sheds, safety equipment and first aid supplies, sanitary and other facilities, as required by these Specifications and State and local laws and regulations; and any other reconstruction expense necessary for the start of the Work; the cost of General

SECTION 012214 (CONT'D)

UTILITIES MEASUREMENT AND PAYMENT

Requirements, bonds, permits and fees, color audio video recording of construction area, construction schedules, safety procedures, signs, shop drawings, temporary facilities, lay-down storage area, construction aids, work associated with the CONTRACTOR support during Owner reviews and inspection, re-inspections and any rework resulting from same. Payment of at least twenty -five (25) percent of the applicable lump sum price for the item must be full compensation for finalization of this project including demobilization of personnel, equipment, supplies, and incidentals from the project site, project record drawings, contract close-out documents, removal of field offices and storage and final site clean-up. The remainder of the lump sum price must be paid in equal installments over the Contract Time.

2. Maintenance of Traffic (Item U2)
 - a. Measurement: The quantity for payment must include all labor, materials, and equipment to maintain public roadway and pedestrian traffic related to the construction of the water main, sanitary sewer, and force main within the limits of the project for the duration of the construction period including any temporary suspensions of work.
 - b. Payment: Payment of the applicable lump sum price must be full compensation for furnishing all coordination, superintendence, labor, all materials, and equipment necessary to maintain public roadway and pedestrian traffic including flag men, uniformed police officers, barricades, warning lights/flashers, and installation and removal of temporary striping. Also included are furnishing, installing, and maintaining a Traffic Control Plan, traffic control and safety devices, control of dust, temporary crossing structures over trenches, and any necessary detour facilities.
3. Utility Contingency Allowance (Item U3)
 - a. Measurement: The Work for this item must include items, conditions, or events for which the state, occurrence, and/or effect is uncertain.
 - b. Payment: Payment for items covered under the general allowance must be made as determined by the Owner.
4. Water Main (Items U26-U28)
 - a. Measurement: The quantity for payment must be the actual number of linear feet of pipe of each size satisfactorily furnished and installed, as measured along the length of the centerline of the completed pipeline, without deduction for the length of valves and fittings.
 - b. Payment: Payment of the applicable unit price must be full compensation for furnishing all labor, all materials and equipment; and constructing the respective pipeline's complete installation including clearing and grubbing,

SECTION 012214 (CONT'D)

UTILITIES MEASUREMENT AND PAYMENT

tree removal, protection of existing utilities, excavation, over-excavation (if required), bedding materials, fittings or bends, plugs, directional drilling, trench safety, sheeting, shoring and bracing, dewatering, backfill, flowable fill, compaction, density tests, grading, all testing (bedding, pressure and Bac-T, etc.) , temporary blow-off valves, potable water system protection, #14 gauge locate wires, warning tape, pipe restraints, disinfection and clean-up. This item also includes the removal and replacement of fences, mailboxes, and other obstructions, tree removal or protection, and all other items incidental to the construction of the pipelines. The line item also includes obtaining water main clearance from the Florida Department of Environmental Protection.

5. Casing Pipe (Items U 45-51)
 - a. Measurement: The quantity for payment must be the actual number of linear feet of casing pipe of each size satisfactorily furnished and installed, as measured along the length of the centerline of the completed pipeline.
 - b. Payment: Payment of the applicable unit price must be full compensation for furnishing all labor, materials and equipment; and constructing the respective casing pipeline's complete installation including clearing and grubbing, tree removal, protection of existing utilities, excavation, over-excavation (if required), bedding materials, directional drilling, trench safety, sheeting, shoring and bracing, dewatering, backfill, compaction, density tests, grading, potable water system protection, #14 gauge locate wires, and warning tape. This item also includes the removal and replacement of fences, mailboxes, and other obstructions, tree removal or protection, and all other items incidental to the construction of the pipelines.
6. Wet Tap Connections (including Valve), and Line Stops (Items U4-U6 & U16-U17)
 - a. Measurement: The quantity for payment must be the actual number of wet taps and line stops provided to construct water main and force main connections.
 - b. Payment: Payment of the applicable unit price must be full compensation for furnishing all labor, materials, and equipment necessary to perform a wet tap or line stop to an existing water main, or force main. Payment must include tapping sleeves, tapping valves, tapping equipment, stainless steel saddles, valves and all other items required for a complete and acceptable wet tap connection or line stop.
7. Gate Valves with Boxes (Items U7-U11 and U 40-U43)
 - a. Measurement: The quantity for payment must be the actual number of gate valves with valve boxes satisfactorily furnished and installed complete with

SECTION 012214 (CONT'D)

UTILITIES MEASUREMENT AND PAYMENT

covers and concrete pads. Valves included with tapping sleeve and valve assemblies and fire hydrant assemblies will not be measured for payment under this item.

- b. Payment: Payment of the applicable unit price must be full compensation for furnishing all labor, materials and equipment and installing the valve, valve box, covers, concrete pads, pipe and cap for locate wires, bedding material, valve box extensions, operating nut extensions, valve wrenches, restraining devices and all other items required for complete, acceptable and operable installation.

8. Pipe Removal or Grout-fill in Place (U- 58-U62)

- a. Measurement: The quantity for payment must be the actual number of linear feet of pipe of each size, material and service that is satisfactorily excavated, removed, and disposed of or grout-filled and retired in place, as measured along the centerline without deduction for valves and fittings. Also included in this item is the removal (and salvage where specified) of items including casing pipe, valves, air release valves and vaults, and fire hydrant assemblies.
- b. Payment: Payment of the applicable unit price must be full compensation for furnishing all labor, materials, equipment, and traffic control, to excavate, backfill and compact, density testing of backfill, sheet, shore and brace, dewater, completely drain and dispose of pipe contents, plug and cap, remove and dispose of or grout fill and retire pipe in accordance with the requirements of regulatory agencies. Payment for removal of existing pipe must be for pipe of any material (DI or PVC, etc.) found. Pipe material, if known, is noted on the plans.

9. Fire Hydrant Assemblies (Item U15)

- a. Measurement: The quantity for payment must be the actual number of fire hydrant assemblies furnished and installed as indicated on the plans. The fire hydrant assembly includes tee, valve, piping and fire hydrant.
- b. Payment: Payment of the applicable unit price must be full compensation for furnishing all labor, materials and equipment and installing the fire hydrant assembly as required for complete, acceptable and operable installation.

10. Air Release Valves (Water or Sewer) (Items U29 and U44)

- a. Measurement: The quantity for payment must be the actual number of air release valves or sewage combination air valves (of the types and services indicated on the Drawings), satisfactorily constructed to provide a complete and functional unit.

SECTION 012214 (CONT'D)

UTILITIES MEASUREMENT AND PAYMENT

- b. Payment: Payment of the applicable unit price must be full compensation for furnishing all labor, materials, and equipment to install the valve including saddle, fittings, pipe, excavation, dewatering, backfill, compaction, grading and clean up.

11. Fittings

All fittings are incidental to the pipe and shall be included with the pipe Linear footage pricing.

12. Blow Off Valve with Box (Item U12-U14)

- a. Measurement: The quantity for payment must be the actual number of blow off valves with boxes as indicated on the Drawings, satisfactorily constructed to provide a complete and functional unit.
- a. Payment: Payment of the applicable unit price must be full compensation for furnishing all labor, materials and equipment to install the valve including fittings, restrained joint, pipe, cap, meter box and cover, excavation, dewatering, backfill, compaction, bedding material, grading and clean up.

13. Water Service Connections (Items U 24-U25)

- a. Measurement: The quantity for payment must be the actual number of water service connections constructed (1-inch and 2-inch service connections) to provide water to customers within the project area, as indicated on the plans.
- b. Payment: Payment of the applicable unit price must be full compensation for furnishing all labor, materials, equipment, to excavate, backfill and compaction necessary to provide water service connections in accordance with the requirements of the Citrus County Utilities Division and all regulatory agencies. This item includes, but is not limited to, 1-inch or 2-inch polyethylene tubing service line, stainless steel service saddle, curb stop, schedule 40 sleeves & insulating foam sealant (for long-side service). All valves and appurtenances must be lead free.

14. Backflow Prevention Device (Item U21-U23)

- a. Measurement: The quantity for payment must be the actual number of backflow prevention devices as indicated on the Drawings, satisfactorily constructed to provide a complete and functional unit.
- b. Payment: Payment of the applicable unit price must be full compensation for furnishing all labor, materials and equipment to install the backflow

SECTION 012214 (CONT'D)

UTILITIES MEASUREMENT AND PAYMENT

prevention device including fittings, restrained joints, valve(s), pipe, bedding material, grading and clean up.

15. Water Meters (Item U18- U20)

- c. Measurement: The quantity for payment must be the actual number of water meters as indicated on the Drawings, satisfactorily constructed to provide a complete and functional unit.
- d. Payment: Payment of the applicable unit price must be full compensation for furnishing all labor, materials and equipment to install the meter including fittings, restrained joints, valve(s), pipe, bedding material, grading and clean up.

16. Adjust Valve Box Tops and Sanitary Sewer Manhole Rims (Item U 34)

- a. Measurement: The quantity for payment must be the actual number of sanitary sewer manhole rims or valve box tops adjusted to new pavement or ground elevations in the project area.
- b. Payment: Payment of the applicable unit price must be full compensation for furnishing all labor, materials and equipment for removing existing sanitary sewer manhole rings and covers and installing a new ring and cover and raising or lowering valve boxes to be flush with new surface.

17. Gravity Sanitary Sewer (Items U 31- U32)

- a. Measurement: The quantity for payment must be the actual number of linear feet of pipe of each size, type, and service satisfactorily furnished and installed, as measured along the length of the centerline of the completed pipeline, regardless of the type joint required, without deduction for manholes. In addition, the quantity of gravity sanitary sewer pipe must include the depth of the pipe installed. Depth of the pipe installed must be measured from the existing ground surface to the pipe invert. Depth will not be measured to bottom of trench (due to potential over-excavation).
- c. Payment: Payment of the applicable unit price must be full compensation for furnishing all labor, materials and equipment; and constructing the respective pipeline's complete installation including sewer main videos, clearing and grubbing, protection of existing utilities, excavation, over-excavation (if required), bedding materials, trench safety, sheeting, shoring and bracing, dewatering, flowable fill, backfill, compaction, density tests, grading, and all testing. This item also includes the removal and replacement of fences, mailboxes, and other obstructions, tree removal or protection, and all other items incidental to the construction of the pipelines. The line item also includes obtaining Wastewater main clearance from the Florida Department of Environmental Protection.

SECTION 012214 (CONT'D)

UTILITIES MEASUREMENT AND PAYMENT

18. Sanitary Manholes (Items U33)

- a. **Measurement:** The quantity for payment must be the actual number of sanitary manholes satisfactorily furnished and installed per specified depth. Depth of the manhole installed must be measured from the existing ground surface to the manhole invert. Depth will not be measured to bottom of trench (due to potential over-excavation).
- b. **Payment:** Payment of the applicable unit price must be full compensation for furnishing all labor, materials and equipment, and installing the sanitary manhole. This item also includes: sheeting and shoring, dewatering, excavation, over-excavation (if required), bedding materials, connection to pipes, internal drop structures (where required), backfill and compaction, density tests, final grading, adjustment of the manhole rim to provide a complete and operable sanitary manhole.

19. Sanitary Service Laterals & Cleanouts (Item U30 and U 35)

- a. **Measurement:** The quantity for payment must be the actual number of sanitary sewer laterals provided for customers within the project area, as indicated on the plans.
- b. **Payment:** Payment of the applicable unit price must be full compensation for furnishing all labor, materials, equipment, to excavate, backfill and compaction necessary to provide sanitary sewer lateral connections in accordance with the requirements of Citrus County Utilities Division and necessary regulatory agencies. This item includes, but is not limited to, clean outs, caps, fittings, plugs, saddles, PVC pipe, casing pipe & insulating foam sealant, sewer lateral videos, and connection to existing plumbing (where necessary).

20. Connect to Existing Manhole (Item U55)

- a. **Measurement:** The quantity for payment must be the actual number of existing sanitary manholes modified for a new pipe connection(s).
- b. **Payment:** Payment of the applicable unit price must be full compensation for furnishing all labor, materials and equipment necessary to modify the existing manhole to accommodate a new pipe connection(s). This item must include, but not be limited to, sheeting and shoring, dewatering, bypass pumping, excavation, coring, coating the inside of the manhole, backfill and compaction and final grading.

SECTION 012214 (CONT'D)

UTILITIES MEASUREMENT AND PAYMENT

21. Force Main (Items U36-U39)

- a. Measurement: The quantity for payment must be the actual number of linear feet of pipe satisfactorily furnished and installed, as measured along the length of the centerline of the completed pipeline, without deduction for the length of valves and fittings.
- b. Payment: Payment of the applicable unit price must be full compensation for furnishing all labor, materials and equipment; and constructing the respective pipeline's complete installation including clearing and grubbing, protection of existing utilities, excavation, over-excavation (if required), all fittings and plugs, bedding materials, directional drilling, trench safety, sheeting, shoring and bracing, dewatering, flowable fill, backfill, compaction, density tests, grading, all testing, #14 gauge locate wires, warning tape, pipe restraints, testing, and clean-up. This item also includes the removal and replacement of fences, mailboxes, and other obstructions, tree removal or protection, and all other items incidental to the construction of the pipelines.

22. Reflective Pavement Markings (Sewer & Water) (Item U52-53)

- a. Measurement: The quantity for payment must include all labor, materials, and equipment to satisfactorily furnish and install the reflective pavement markers (RPM) in accordance with the drawings and specifications.
- b. Payment: Payment of the applicable lump sum price must be full compensation for furnishing all necessary and required labor, materials, and equipment to construct and install the RPM as specified.

23. Lift Station (Item U54)

- a. Measurement: The quantity for payment must include all labor, materials, and equipment to satisfactorily furnish and install the lift station in accordance with the drawings and specifications.
- b. Payment: Payment of the applicable lump sum price must be full compensation for furnishing all necessary and required labor, materials, and equipment to construct and install the lift station, complete as shown and specified, to provide a tested and operable lift station. This item does not include mass grading or sod.

24. Survey As-built (Item U56)

Refer to Technical Specification 017839 for Standards. This bids as a Lump Sum.

END OF SECTION

**CITRUS COUNTY, FLORIDA
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

ITB # 22-124

**C.R. 491 ROADWAY IMPROVEMENTS
FROM AUDUBON PARK PATH to Horace Alen St.**

SECTION 013113

PROJECT COORDINATION

ARTICLE 1 - PROJECT COORDINATION

1.1 RELOCATIONS

- A. Relocations shown on the Drawings - Public utility installations or structures, including but not limited to light poles, signs, fences, piping, conduits and drains that interfere with the positioning of the Work which are shown on the Drawings to be removed, relocated, replaced or rebuilt by the Contractor must be considered as part of the general cost of doing the Work and must be included in the prices bid for the various contract items. No separate payment must be made therefore.

The CONTRACTOR recognizes that the Utility Agencies/Owners (UAO) and their respective sub-contractors performing utility locations, relocations, installations, adjustments, protections, and other utility work, are not contracted with the OWNER to perform said work. The CONTRACTOR must indemnify and hold harmless the Florida Department of Transportation and the OWNER and its representatives against all claims, costs, losses, and damages, for any delays created by the various Utility Agencies/Owners and their respective sub-contractors caused by the CONTRACTOR not following the requirements set forth in the Contract Documents.

- B. Relocations not shown on the Drawings
1. Contractor must follow Section 011800, Article 1-1.1. Where public utility installations or structures are encountered during the course of the Work, and are not indicated on the Drawings or in the Specifications, and when, in the opinion of the Owner/Engineer, removal, relocation, replacement or rebuilding is necessary to complete the Work under this contract, such Work must be accomplished by the utility having jurisdiction, or such Work may be ordered, in writing by the Owner/Engineer, for the Contractor to accomplish.
 2. If such Work is accomplished by the utility having jurisdiction, it will be carried out expeditiously and the Contractor must give full cooperation to permit the utility to complete the removal, relocation, replacement or rebuilding as required.

ITB # 22-124

SECTION 013113 (CONT'D)

PROJECT COORDINATION

3. All existing utility castings, including valve boxes, junction boxes, manholes, hand holes, pull boxes, inlets and similar structures in the areas of construction that are to remain in service and in areas of trench restoration and pavement replacement, must be adjusted by the Contractor to bring them flush with the surface of the finished Work should be incidental to the cost of original work.
4. All existing utility systems which conflict with the construction of the Work herein which can be temporarily removed and replaced must be accomplished at the expense of the Contractor. Work must be done by the utility unless the utility approves in writing that the Work may be done by the Contractor should be incidental to the cost of original work.

1.2 ADJACENT PROJECTS

- A. The Contractor must coordinate traffic control construction phasing with any adjacent construction contracts. No additional compensation must be provided for this coordination.

END OF SECTION

**CITRUS COUNTY, FLORIDA
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

ITB # 22-124

**C.R. 491 ROADWAY IMPROVEMENTS
FROM AUDUBON PARK PATH to Horace Allen St.**

SECTION 013119

PROJECT MEETINGS

ARTICLE 1 - PROJECT MEETINGS

1.1 GENERAL

- A. The Contractor must attend all meetings to ascertain that work is expedited consistent with the Contract Documents and construction schedules.
- B. Representatives of the Owner, Engineer, Contractor, subcontractors, suppliers and utility owners attending meetings must be qualified and authorized to act on behalf of the entity each represents.
- C. The Engineer will schedule and administer the pre-construction meeting, periodic progress meetings, and specially called meetings throughout the progress of the work (i.e., prepare agenda for meetings, make physical arrangements for meetings, preside at meetings, and prepare meeting minutes). A copy of the minutes of each progress meeting will be available at the next scheduled meeting.

END OF SECTION

**CITRUS COUNTY, FLORIDA
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

ITB # 22-124

**C.R. 491 ROADWAY IMPROVEMENTS
FROM AUDUBON PARK PATH to Horace Allen St.**

SECTION 013119.13

PRE-CONSTRUCTION MEETING

ARTICLE 1 - PRE-CONSTRUCTION MEETING

1.1 GENERAL

- A. A pre-construction meeting must be held no later than twenty (20) days after date of Notice of Award and before the effective date of Notice to Proceed at a central site, convenient for all parties, designated by the Owner/Engineer.
- B. Attendance
 - 1. Owner's Resident Project Representative
 - 2. Other Owner Representatives
 - 3. Engineer and other consultants
 - 4. Contractor and his superintendent
 - 5. Major subcontractors
 - 6. Major suppliers
 - 7. Utility(ies) Representatives
 - 8. Others as appropriate
- C. Suggested Agenda: This meeting is intended to introduce the various key personnel from each organization and to discuss the requirements of the Contract Documents as to how they specifically pertain to this Project and Work. The Engineer will prepare an Agenda for this meeting outlining specific construction administration procedures, general construction requirements and other special considerations. The Contractor must provide information as requested by the Engineer in the development of the Pre-construction Booklet.

END OF SECTION

**CITRUS COUNTY, FLORIDA
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

ITB # 22-124

**C.R. 491 ROADWAY IMPROVEMENTS
FROM AUDUBON PARK PATH to Horace Allen St.**

SECTION 013119.23

PROGRESS MEETINGS

ARTICLE 1 - PROGRESS MEETINGS

1.1 GENERAL

- A. Progress meetings will be held every seven (7) days or less with the first meeting thirty (30) days after the Pre-construction Meeting or seven (7) days or less after the effective date of Notice to Proceed, whichever comes first.
- B. Progress meeting dates and time must be scheduled at the Pre-construction Meeting for the entire duration of the Work on a weekly calendar basis. All progress meetings must be held at the project field office of Owner/Engineer.
- C. Attendance
 - 1. Owner's Resident Project Representative
 - 2. Other Owner Representatives
 - 3. Engineer/Professional Consultants, as needed
 - 4. Contractor
 - 5. Subcontractors as appropriate to agenda
 - 6. Suppliers as appropriate to the agenda
 - 7. Utility(ies) Representatives
 - 8. Others as appropriate
- D. Suggested Agenda: A general agenda for Progress Meetings will be provided to the Contractor at the Pre-construction Meeting.
- E. The Contractor must study previous meeting minutes and current agenda items in order to be prepared to discuss pertinent topics such as deliveries of materials and equipment, progress of the Work, etc.
- F. The Contractor is to provide a current shop drawing log at each progress meeting, as well as evidence of the completion of Project Record Drawings concurrent with Work progress.
- G. The Contractor is to provide an updated Work Plan; which includes an updated and current project schedule at each progress meeting.

END OF SECTION

**CITRUS COUNTY, FLORIDA
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

ITB # 22-124

**C.R. 491 ROADWAY IMPROVEMENTS
FROM AUDUBON PARK PATH to Horace Allen St.**

SECTION 013226

CONSTRUCTION PROGRESS REPORTING

ARTICLE 1 - CONSTRUCTION PROGRESS REPORTING

1.1 GENERAL

A. DAILY REPORTS

1. The Contractor must submit to the Owner's Representative Daily Reports of Construction activities including non-work days. The reports must be complete in detail and must include the following information:
 - a. Days from Notice to Proceed; Days remaining to Substantial and Final Completion;
 - b. Weather information;
 - c. Work activities with reference to schedule activity numbers (including manpower, equipment and daily production quantities for each individual activity);
 - d. Major deliveries;
 - e. Visitors to site;
 - f. Test records;
 - g. New problems; and
 - h. Other pertinent information.
2. A similar report must be submitted for/by each Sub-contractor. Sub-contractor's reports must include daily work quantities.
3. The report(s) must be submitted to the Resident Project Representative within seven (7) calendar days of the respective report date. Each report must be signed by the CONTRACTOR's Superintendent or Project Manager.

SECTION 013226 (CONT'D)

CONSTRUCTION PROGRESS REPORTING

4. If a report is incomplete, in error, or contains misinformation, a copy of the report must be returned by the Resident Project Representative to the CONTRACTOR's Superintendent or Project Manager with corrections noted. When chronic errors or omissions occur, the CONTRACTOR must correct the procedures by which the reports are produced.
5. Refer to Daily Reports - Section 014516 for additional information.

B. WORK SCHEDULES

1. The Contractor must submit all project work schedules. Contractor is required to submit project work schedules in both paper (hard copies) and electronic file formats (Microsoft Project, Procore, P3 or similar scheduling software).
2. Initial Work Schedule and Written Narrative
 - a. Within 21 calendar days after contract award or at the pre-construction conference, whichever is earlier, the Contractor must submit to the Engineer an Initial Work Schedule for the project.
 - b. The Contractor must submit a PDF and a native file from the software of an Initial Work Schedule that shows: i) the various activities of work in sufficient detail to demonstrate a reasonable and workable plan to complete the project within the Contract time including resource loading; ii) the order and interdependence of activities including critical path; iii) sequence for accomplishing the work; iv) description of activities in sufficient detail so that the Engineer can readily identify the work and measure the progress on / of each activity; v) each activity with early start and early finish dates and late start and late finish dates, activity float and total float, duration, and a monetary value; vi) activities for procurement, fabrication and delivery of materials, plant, and equipment, review time for shop drawings and submittals and unfavorable weather days; vii) milestone activities when milestones are required by the Contract Documents; and viii) for a project with more than one phase, adequately identify each phase and its completion date, without allowing activities to span more than one phase.
 - c. The Contractor must conduct sufficient liaison and provide sufficient information and cooperation to demonstrate coordination activities with utility owners that have facilities within the limits of construction have been resolved and

SECTION 013226 (CONT'D)

CONSTRUCTION PROGRESS REPORTING

incorporate in the schedule any Utility Relocation Period(s) (reference Project Coordination, Section 013113, Article 1, 1.1, A) included in the Contract Documents unless the utility company(ies), the Contractor and the Owner mutually agree to changes to the Utility Relocation Period(s) shown in the Contract, which mutual agreement must be in writing with signatures of concurrence from the utility company(ies), the Contractor and the Owner. Owner must not be liable to the Contractor for any loss, damage, cost or expense arising out of or resulting from delay, interference, interruption, or acceleration of Contractor's Work by any of the activities of the Utility Owners.

d.. The Contractor must submit a Written Narrative with the Initial Work Schedule, consisting of a concise written description of the construction plan which must include the following:

1. Describe work to be performed per construction phase;
2. Describe work to be performed within each pay item including the type and quantity of equipment, and material to be used and subcontractor information if applicable;
3. Describe planned production rates by pay item quantities (e.g., cubic yards of excavation per day/week);
4. Describe planned work days per week and number of hours per day;
5. Describe scheduled holidays as established by the Contract Supplementary Conditions;

The Engineer will return inadequate schedules and narratives to the Contractor for correction. Resubmit a corrected Initial Work Schedule and Written Narrative within 15 calendar days from the date of the Engineer's return transmittal. When approved, the Engineer will use this initial schedule and narrative as the baseline against which to measure the progress of the Work.

If the Contractor fails to finalize the Initial Work Schedule and Written Narrative in the time specified, the Owner will withhold all Contract payments until the Engineer approves the schedule and narrative.

SECTION 013226 (CONT'D)

CONSTRUCTION PROGRESS REPORTING

C. UPDATE WORK PROGRESS SCHEDULE

1. Updated Work Progress Schedules and requested Updated Written Narratives must meet all the detail and informational requirements of the Initial Work Schedule and Written Narrative.
2. The Contractor must submit a PDF and native file of an updated Work Progress Schedule with each month's Application for Payment or when:
 - a. A delay occurs in the completion of a controlling work activity;
 - b. A delay occurs which causes a change in a controlling work activity;
 - c. The actual performance of the work is different from that represented on the current work progress schedule; and
 - d. There is an addition, deletion, or revision of activities required by a contract modification.
3. The Contractor must also submit an updated Written Narrative when the Engineer makes written request for same by submitting same with the next month's Application for Payment dated after Engineer's written request.
4. The Engineer will return inadequate updated schedules and requested updated narratives to the Contractor for correction. Contractor must resubmit a corrected Updated Work Progress Schedule and requested Updated Written Narrative within 15 calendar days from the date of the Engineer's return transmittal. When approved, the Engineer will use this updated schedule and requested updated narrative as the baseline against which to measure the progress of the Work.
5. If the Contractor fails to finalize an updated schedule and requested updated narrative in the time specified, the Owner will withhold all Contract payments until the Engineer approves the updated schedule and requested updated narrative.

D. WORK PLAN

1. The Contractor must submit to the Engineer a weekly work plan on the required form (FDOT Form 700-010-15, Construction 08/19 or latest) identifying controlling work items expected to be underway during the upcoming weekly period.

SECTION 013226 (CONT'D)

CONSTRUCTION PROGRESS REPORTING

a. Objective and Definition

The objective of the work plan must be to identify those major controlling work items which if not worked on during the planned period, would delay project completion as set by the Contractor's approved Work Progress Schedule(s). Critical activities as detailed in the Contractor's approved Work Progress Schedule(s) are considered controlling items of work. Approval of the work plan is by the Engineer.

b. Responsibility

The Contractor must be responsible for identifying and executing work items necessary to insure project completion according to the work schedule. The Contractor will insure that the work proposed complies with all sequencing or other requirements established in the contract special provisions, plans or the standard specifications.

E. WORK PLAN MEETING

1. The Contractor's work plan identifying controlling work items expected to be underway during the upcoming weekly period must be submitted at and discussed during scheduled weekly construction progress meetings.

F. ANTICIPATED UNFAVORABLE WEATHER DAYS

1. The CONTRACTOR expressly acknowledges that unfavorable working conditions will exist at the site of the Work as a result of normal local weather. The anticipated number of unfavorable weather days per respective month are as follows:

SECTION 013226 (CONT'D)

CONSTRUCTION PROGRESS REPORTING

ANTICIPATED UNFAVORABLE WEATHER DAYS			
Month	Normal Local Weather Days Per Month	Month	Normal Local Weather Days Per Month
January	2	July	6
February	3	August	6
March	3	September	5
April	2	October	3
May	3	November	2
June	5	December	2

2. Contract "Unfavorable Weather Days" must be determined from the above "Anticipated Unfavorable Weather Days" table and must be counted from the effective date of Contract Notice to Proceed through the date of Contract Final Completion. To-be-anticipated unfavorable weather days must be prorated through partial months and must be rounded up or down as per standard practice (i.e., 0.1 through 0.4 days must be rounded down to the next whole number and 0.5 through 0.9 must be rounded up to the next whole number).

3. Conversion of calendar days to workdays must be as follows:
 - a. To convert calendar days to workdays for a six (6) day work week, divide calendar days by 1.17.
 - b. To convert calendar days to workdays for a five (5) day work week, divide calendar days by 1.40.

4. The established Contract Time(s) includes an allowance for delays caused by the effects of unfavorable working conditions as a result of normal local weather.

5. An anticipated unfavorable weather day is defined as follows:
 - a. The CONTRACTOR being unable to work at least 50% of the normal workday on pre-determined controlling work items due to adverse weather conditions; or
 - b. The CONTRACTOR must make major repairs to work damaged by weather, provided that the damage is not

SECTION 013226 (CONT'D)

CONSTRUCTION PROGRESS REPORTING

attributable to the CONTRACTOR's failure to perform or neglect; and provided that the CONTRACTOR was unable to work at least 50 percent (50%) of the normal workday on pre-determined controlling work items.

6. The CONTRACTOR must take reasonable precautions to mitigate the impact of such unfavorable weather conditions and must diligently attempt to perform the Work.

G. UNFAVORABLE WEATHER ALLOWANCE

1. Local weather conditions must be considered in the planning and scheduling of the Work to ensure the completion of the Work within the Contract Time(s) provided. No time extension(s) will be granted for the Contractor's failure to consider such weather conditions for the location of the Work and for the period in which the Work is to be accomplished.
2. The total expected loss of working days stipulated in 013226.1.1.F. of the Contract General Requirements must be included in a separate identifiable controlling work activity labeled "Unfavorable Weather Days Allowance" to be included in the project schedule for each phase of the Work. When unfavorable weather days are experienced, and are approved as such by the Engineer, the Contractor must either:
 - a. Increase the duration of the current controlling work activity(ies) by the number of unfavorable weather days experienced, or
 - b. Add a controlling work activity to the schedule to reflect the occurrence of the unfavorable weather day(s).
3. The duration of the unfavorable weather day allowance activity must be reduced as weather days are experienced and included in the schedule. Any remaining unfavorable weather days in the unfavorable weather day allowance activity at the completion of the project must be considered as float and must not be for the exclusive use or benefit of either the Owner or Contractor.

H. RESTRICTED CONSTRUCTION AREAS

1. Contractor to use caution between Station 761 +00 to 764 +00 as this area is in the flight path of Mosquito Control Helicopters. Refer to plan notes about limitations on staging of materials and equipment in this area.

ITB # 22-124

SECTION 013226 (CONT'D)

CONSTRUCTION PROGRESS REPORTING

2. Contractor must adjust means and methods to **preserve and protect** Billboard sign located at Station 770 +00, Left (CR 491 Centerline Construction). Any damage to this structure must be restored to a condition equal to or better than that which existed prior to the time such damage occurred, at no cost to the County. Contractor must also be fully responsible for any third-party business damage cost(s) due to loss of advertising, resulting from the damaged billboard.

END OF SECTION

**CITRUS COUNTY, FLORIDA
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

ITB # 22-124

**C.R. 491 ROADWAY IMPROVEMENTS
FROM AUDUBON PARK PATH to Horace Allen St.**

SECTION 013233

PHOTOGRAPHIC DOCUMENTATION

ARTICLE 1 - PHOTOGRAPHIC DOCUMENTATION

1.1 GENERAL

A. CONSTRUCTION PHOTOGRAPHS

1. Pre-construction Documentation:

- a. The Contractor must engage the services of a professional videographer to record pre-construction conditions no more than 45 days and no less than five days prior to construction. The videographer must be a commercially known firm skilled and regularly engaged in the business of continuous pre-construction color audio-visual tape documentation. The videographer must not be an employee of the Contractor or in any way associated with the Contractor. No construction must begin prior to the review and approval of the respective videotapes by the Owner and Engineer. All videotapes and written records must become the property of the Owner.
- b. Pre-construction photographs of all existing buildings and structures within 100 feet of the project limits must be required.

2. Monthly Progress Photographs: The Contractor must employ a competent photographer regularly engaged in the business to take construction record photographs periodically during the Work.

- a. Photographs must be provided monthly and must be accessible by digital format. The photographs provided must be provided by Visual As-Builts or an approved equal.

Contact:

John R. Battle
(727) 449-8822 Office

jrb@visualasbuilts.com
(727) 647-2855 Cellular

b. Monthly Photo Identification

- 1) Name of project;
- 2) Description of view;
- 3) Orientation of view;
- 4) Date and time;
- 5) Name and address of photographer; and
- 6) File numbered identification of exposure.

ITB # 22-124

SECTION 013233 (CONT'D)

PHOTOGRAPHIC DOCUMENTATION

3. Post Construction Photographs: The Contractor must provide post-construction digital aerial photo(s) of the project for a 200-scale view or better.

END OF SECTION

**CITRUS COUNTY, FLORIDA
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

ITB # 22-124

**C.R. 491 ROADWAY IMPROVEMENTS
FROM AUDUBON PARK PATH to Horace Allen St.**

SECTION 013323

SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

ARTICLE 1 - SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

**1.1 MATERIALS CERTIFICATIONS, SHOP DRAWINGS, WORKING DRAWINGS
AND SAMPLES**

A. GENERAL

The Contractor must submit to the Engineer for review and, if required, approval of materials certifications, working drawings, shop drawings, test reports and data on materials and equipment, and material samples as are specified elsewhere in the specifications, in the Contract Drawings and as required pursuant with the FDOT Standard Specifications for Road and Bridge Construction, dated 2022 and any supplements or revisions thereto.

1.2 MATERIALS CERTIFICATIONS, SHOP DRAWINGS AND SAMPLES

A. Contractor must submit Certification of Compliance for all FDOT pre-approval FDOT materials. Manufacturers' sheets for storm structures must be provided.

B. Contractor must submit Shop Drawings to Engineer for review and approval in accordance with the acceptable schedule of Materials Certifications, Shop Drawings and Sample submittals. All submittals will be identified as Engineer may require and in the number of copies specified in the General Requirements. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by paragraph 6.17.E. of the Contract General Conditions. Each Sample will be identified clearly as to material, supplier, pertinent data such as catalog numbers, and the use for which intended and otherwise as Engineer may require to enable Engineer to review the submittal for the limited purposes required by paragraph Article 7.16 of the Contract General Conditions. The numbers of each Sample to be submitted will be as specified in these specifications, in the Contract Drawings and or as required pursuant with the FDOT Standard Specifications for Road and Bridge Construction, dated 2022 and any supplements or revisions thereto.

SECTION 013323 (CONT'D)

SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

- C. Contractor must also submit Samples to Engineer for review and approval in accordance with the acceptable schedule of Materials Certifications, Shop Drawings and Sample submittals. Each Sample will be identified clearly as to material, supplier, pertinent data such as catalog numbers, and the use for which intended and otherwise as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Article 7.16 of the Contract General Conditions. The numbers of each Sample to be submitted will be as specified in the Specifications, in the Contract Drawings and or as required pursuant with the FDOT Standard Specifications for Road and Bridge Construction, dated 2022 and any supplements or revisions thereto.
- D. Where a Shop Drawing or Sample is required by the Contract Documents or the schedule of Material Certifications, Shop Drawings and Sample submittals acceptable to Engineer as required by Article 2.05 of the Contract General Conditions, no related Work must be performed prior to Engineer's review and approval of the pertinent submittal.

1.3 WORKING DRAWINGS

- A. Working Drawings are defined as the Contractor's plan for temporary structures such as temporary bulkheads, support of open cut excavation, support of utilities, groundwater control systems, forming and false work for underpinning, and for such other work as may be required for construction but that does not become an integral permanent part of the Project. The following must be provided by the Contractor with respect to Working Drawings:
 - 1. Working Drawings must be submitted to the Engineer when required by the Contract Documents, requested by the Engineer or as required pursuant with the FDOT Standard Specifications for Road and Bridge Construction, dated 2022 and any supplements or revisions thereto, and must be submitted at least thirty (30) calendar days (unless otherwise specified by the Engineer) in advance of their being required for the work.
 - 2. Working Drawings must be prepared, signed and sealed by a registered professional engineer currently licensed to practice in the State of Florida. Working Drawing submittals are required to verify compliance with this provision. The Engineer will not check designs prepared by the Contractor's professional engineer. All risks of error are assumed by the Contractor and the Contractor's engineer; the Owner/Engineer must have no responsibility therefore.

SECTION 013323 (CONT'D)

SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

1.4 SUBMITTAL PROCEDURES

- A. Preliminary Materials Certifications and Shop Drawing Data: Within twenty-one (21) calendar days after the Contract Award or at the pre-construction conference, whichever is earlier, the Contractor must submit to the Engineer a complete listing of manufacturers for all items for which Materials Certifications and Shop Drawings are to be submitted.
- B. Materials Certifications and Shop Drawing Submittal Schedule: Within 30 days after the pre-construction conference or on the effective date of Notice to Proceed, whichever is earlier, the Contractor must submit to the Engineer a complete schedule of shop drawing submittals fixing the respective dates for submission, the beginning of manufacture, testing, and installation of materials, supplies and equipment, noting those submittals critical to the progress schedule.
- C. Submittal Log: An accurate updated log of submittals must be provided by the Contractor for review by the Owner/Engineer at each scheduled progress meeting.
- D. Before submitting each Materials Certifications, Shop Drawing or Sample, Contractor must have determined and verified:
 - 1. All field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
 - 2. All materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;
 - 3. All information relative to means, methods, techniques, sequences, and procedures of construction and safety precautions and programs incident thereto; and
 - 4. Contractor must also have reviewed and coordinated each Materials Certification, Shop Drawing or Sample with other Materials Certifications, Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.
 - 5. Each submittal must bear a stamp and specific written indication that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal. Each respective Materials Certifications or Shop Drawing within a given submittal set must bear original Contractor's stamp and signature.

SECTION 013323 (CONT'D)

SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

6. Submit to the Engineer all Materials Certifications, Shop Drawings, samples and schedules sufficiently in advance of construction requirements to provide no less than thirty (30) calendar days for checking, and appropriate action.
7. Contractor must submit a PDF of each Materials Certification, Shop Drawing submittal for review. The Engineer will distribute PDFS of the Materials Certifications or Shop Drawings as needed.
8. All Materials Certifications and Shop Drawing submittals must be accompanied with a transmittal letter providing the following information:
 - a. Project Title and Contract Number;
 - b. Date;
 - c. Contractor's name and address;
 - d. The number of each shop drawing, project data, and sample submitted;
 - e. Submittal Log Number conforming to respective FDOT or utility specification section numbers;
 - 1) Submit each respective FDOT or utility specification section separately;
 - 2) Identify each shop drawing item required under respective FDOT or utility specification section; and
 - 3) Identify resubmittals using respective FDOT or utility specification section followed by A (first resubmittal), B (second resubmittal) etc.
9. When reviewed by the Engineer, each of the Materials Certifications and/or Shop Drawings will be identified as having received such review, being so stamped and dated. Shop drawings stamped "REJECTED" will be returned to the Contractor for correction and resubmittal with the required correction indicated on the shop drawing or listed on a "Shop Drawing Review Comment Sheet".
10. At the time of each submittal, Contractor must give Engineer specific written notice of such variations, if any, that the Materials Certifications and/or Shop Drawing or Sample submitted may have from the requirements of the Contract Documents, such notice to be in a written communication separate from the submittal; and, in addition, must cause a specific notation to be made on each Shop

SECTION 013323 (CONT'D)

SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

Drawing and Sample submitted to Engineer for review and approval of each such variation.

1.5 ENGINEER'S REVIEW

1. Engineer will timely review and approve Materials Certifications, Shop Drawings and Samples in accordance with the schedule of Materials Certifications, Shop Drawings and Sample submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
 - a. Engineer will review and return Materials Certifications, Shop Drawing submittals within 30 calendar days of receipt. This review period must be reflected in the project schedule.
2. Engineer's review of Shop Drawings, data, and Samples submitted by the Contractor to interpret the work depicted on such submittal must be for general conformance with the design concept and general compliance with the Contract Document requirements. The Engineer's review and approval, if any, constitutes a limited, conditional or qualified permission to use such materials, equipment or methods and does not constitute an approval of dimensions, quantities, details of the material, equipment, device or item submitted.
3. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
4. Engineer's review and approval of Material Certifications, Shop Drawings or Samples must not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has in writing called Engineer's attention to each such variation at the time of each submittal as required by Article 7.16 of the Contract General Conditions and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample approval; nor will any approval by Engineer relieve Contractor from responsibility for complying with the requirements of Article 7.16 of the Contract General Conditions.

SECTION 013323 (CONT'D)

SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

1.6 RESUBMITTAL PROCEDURES

1. Contractor must make corrections required by Engineer and must return the required number of corrected copies of Shop Drawings and submit as required new Samples for review and approval. Contractor must direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.
2. Contractor must not begin any work covered by a Shop Drawing returned for correction until a revision or correction thereof has been reviewed, approved and returned to the Contractor by the Engineer. The Contractor must be responsible for and bear all costs for damages which may result from the ordering of any material or from proceeding with any part of the work prior to the review and approval by the Engineer of the necessary Shop Drawings.
3. Resubmittals will be reviewed and handled in the same manner as first submittals. On resubmittals, the Contractor must direct specific attention on the transmittal and on resubmitted shop drawings to revisions other than the corrections requested by the Engineer on previous submissions. The Contractor must make any corrections required by the Engineer.
4. The Engineer will review a submittal/resubmittal a maximum of two (2) times after which the cost of review will be borne by the Contractor at the Engineer's established hourly rate of **\$150.00** per hour. There must be no additional construction contract time allowed to account for shop drawing resubmittals or the review time.

1.7 SAMPLES

The Contractor must furnish, for the approval of the Engineer, Samples required by the Contract Documents or requested by the Engineer.

1. Samples must be delivered to the Engineer as specified or directed. The Contractor must prepay all shipping charges on Samples.
2. Approval of a Sample must be only for the characteristics or use named in such approval and must not be construed to change or modify any Contract requirements. Materials or equipment for which Samples are required must not be used in work until approved by the Engineer. Materials and equipment incorporated in Work must match the approved Samples.
3. Approved Samples not destroyed in testing must be sent to the site of the Work. Approved samples of the hardware in good condition will be marked for identification and may be used in the Work. Samples which failed testing or were not approved will be returned

ITB # 22-124

SECTION 013323 (CONT'D)

SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

to the Contractor at his expense, if so requested at the time of submission.

END OF SECTION

**CITRUS COUNTY, FLORIDA
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

ITB # 22-124

**C.R. 491 ROADWAY IMPROVEMENTS
FROM AUDUBON PARK PATH to Horace Allen St.**

SECTION 013543

ENVIRONMENTAL PROCEDURES

ARTICLE 1 - ENVIRONMENTAL PROCEDURES

1.1 GENERAL

A. USE OF CHEMICALS

1. All chemicals used during the project construction furnished for project operation, whether herbicide, pesticide, disinfectant, polymer, reactant, or other classification, must show approval of either the Environmental Protection Agency or the U.S. Department of Agriculture. Use of all such chemicals and disposal of residues must be in strict conformance with instructions and in conformance with all Federal, State and County Codes and requirements.

END OF SECTION

**CITRUS COUNTY, FLORIDA
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

ITB # 22-124

**C.R. 491 ROADWAY IMPROVEMENTS
FROM AUDUBON PARK PATH to Horace Allen St.**

SECTION 014516.13

CONTRACTOR QUALITY CONTROL

ARTICLE 1 - CONTRACTOR QUALITY CONTROL

1.1 FIELD TESTING

- A. Contractor's quality control plan must be pursuant to Section 105 of the FDOT Standard Specifications for Road and Bridge Construction, 2022.
- B. Owner must employ and pay for services of an independent testing laboratory to perform VT (referred to as IA, QC or VT throughout this document and all having the same meaning) testing specifically indicated in the Contract Documents. Employment of the laboratory must in no way relieve Contractor's obligations to perform the QC testing and Work of the Contract.
- C. Owner may at any time during the progress of the Work request additional testing beyond that which is specified in the Contract. This testing will be at the Owner's expense. The Contractor must assist the testing laboratory personnel in all ways so as to facilitate access to the location of the material or equipment to be tested.
- D. Contractor must:
 - 1. Cooperate with laboratory personnel, provide access to the Project.
 - 2. Assist CEI Engineer to secure and deliver to the laboratory adequate quantities of representative samples of materials proposed to be used and which require testing.
 - 3. Assist CEI Engineer to provide to the laboratory the preliminary design mix proposed to be used for concrete, asphalt and other material mixes which require control by the testing laboratory.
- E. The following schedule summarizes the responsibilities of various tests that may be required by the Contract Documents. Contractor must notify Owner in advance of work so that arrangements can be made with the testing laboratory

ITB # 22-124**SECTION 014516.13 (CONT'D)****CONTRACTOR QUALITY CONTROL**

TEST	NOTES	PAID FOR
Materials Compaction	As required by FDOT Specifications.	Contractor
Low Pressure Air Exfiltration	Each section of gravity sewer pipe between manholes or lift station.	Contractor
Hydrostatic Pressure	All segments of pressure piping (24-hour test).	Contractor
Hydrostatic Leakage	All segments of pressure piping (2-hour test).	Contractor
Bacteriological	As required by local and state agencies.	Contractor
Asphaltic Concrete Paving	As required by FDOT Specifications.	Contractor
LBR	As required by FDOT Specifications.	Contractor
Concrete	As required by FDOT Specifications.	Contractor
All Other Testing	As specified in various sections of the Project Manual.	As Indicated

1.2 INSPECTION BY OTHER AGENCIES

- A. The Florida Department of Transportation, the Florida Department of Environmental Regulation, and other authorized governmental agencies must have free access to the site for inspecting materials and Work, and the Contractor must afford them all necessary facilities and assistance for doing so. Any instructions to the Contractor resulting from these inspections must be given through the Owner/Engineer. These rights of inspections must not be construed to create any contractual relationship between the Contractor and these agencies.

END OF SECTION

**CITRUS COUNTY, FLORIDA
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

ITB # 22-124

**C.R. 491 ROADWAY IMPROVEMENTS
FROM AUDUBON PARK PATH to Horace Allen St.**

SECTION 015300

TEMPORARY CONSTRUCTION

ARTICLE 1 - TEMPORARY CONSTRUCTION

Owner/Engineer's Field Office to be provided by the Owner.

1.1 TEMPORARY UTILITIES

- A. Temporary Electricity and Lighting: The Contractor must make all arrangements with the local utility company, provide service required for power and lighting, install circuit and branch wiring, install distribution boxes located so that power and lighting is available at field office site throughout the construction period, and provide adequate artificial lighting for all areas of work when natural light is not adequate for work and for areas accessible to the public.
- B. Temporary Heat and Ventilation
 - 1. The Contractor must provide temporary heat and ventilation as required to maintain adequate environmental conditions to facilitate the progress of the Work, to meet specified minimum conditions for the installation of materials, and to protect materials and finishes from damage due to temperature or humidity. Portable heaters must be standard U.L. approved units complete with controls.
 - 2. The Contractor must provide adequate force ventilation of enclosed areas for curing of installed materials, to disperse humidity, and to prevent hazardous accumulations of dust, fumes, vapors or gases.
- C. Temporary Telephone Service: The Contractor must make all arrangements with the local and long distance telephone service companies and provide direct line telephone services at the construction site for the use of personnel.
- D. Temporary Water
 - 1. The Contractor must provide water for construction and testing purposes, must install branch piping with taps located so that water is available throughout the construction by the use of hoses, and must protect piping and fittings against freezing as applicable to the work site.

SECTION 015300 (CONT'D)

TEMPORARY CONSTRUCTION

2. The Contractor may use the existing water supply systems for testing, flushing, and construction water only at the direction of the Owner. The Contractor must pay for all water used in performing the above functions in accordance with the Owner's established water rate schedules. The Contractor must install at each and every connection to a public water supply a backflow preventer and all other appurtenances required by the Owner, codes and regulations. Contractor will be required to meter all water used and shall coordinate with Citrus County Utilities for an account and meter.
- E. Temporary Sanitary Facilities: The Contractor must provide sanitary facilities in compliance with laws and regulations.
- F. Payment for Utilities: The Contractor must make all necessary applications and arrangements and pay all fees and charges for electrical energy for power and light, gas energy, water and sanitary service, and telephone service required for the construction and testing of the Work under this Contract during its entire progress. Contractor must provide and pay for all temporary piping, valves, wiring, switches, connections, and meters. All telephone charges must be paid by Contractor; including long distance calls.

1.2 TEMPORARY OFFICES AND BUILDINGS

- A. Furnish, install and maintain the following offices or buildings for the Owner/Engineer and the Contractor during the entire construction period:
 1. Contractor's field office
 2. Owner/Engineer's field office (Not Applicable)
 3. Storage or work sheds for construction
- B. Make arrangements to provide a suitable location for all temporary structures, buildings or storage sheds. During the pre-construction meeting, submit for approval a sketch of each temporary building and shed and a location map within the project site indicating building/shed layout, temporary drainage and utilities, access, and parking.
- C. Construction: At Contractor's option, portable or mobile buildings may be used, but must be structurally sound, weather tight, with floors raised above-ground and appropriately insulated for occupancy and storage requirements. Mobile buildings, when used, must be provided with steps and landings at the entrance door and hurricane tie-downs.

SECTION 015300 (CONT'D)

TEMPORARY CONSTRUCTION

D. Prohibited Use

- 1.. Temporary or permanent facilities must not be used for living quarters.

E. Contractor's Office and Facilities

1. The Contractor must provide and maintain an office on the project site with telephone (including facsimile), utilities (with water supply) and facilities where he or a responsible representative of his organization may be reached at any time while work is in progress. Such office must be within the immediate area of the project site.

F. Owner/Engineer's Field Office: (Not Applicable)

1. The specific requirements for the Owner/Engineer's field office is specified in Table 015300-A.
2. The Contractor must make all provisions and pay all installations and other costs for the Owner/Engineer's construction office including telephone service, power service, exterior lights and any dry type photocopy machine. The Contractor must pay all monthly charges for the various services provided for the Owner/Engineer's office throughout the construction period.

G. Maintenance and Cleaning (Not Applicable)

1. Furnish, replace, and replenish light bulbs, fluorescent tubes, toilet paper, paper towels, soap, bottled water, and other things required to maintain offices in a clean condition.
2. Wash floor and clean washroom fixtures at least once each week. Wash windows when needed or when requested by Owner/Engineer. Sweep floor and dust furnishings daily.
3. Maintain office in first class condition for the duration of the project and for 30 days after final completion.

H. Removal

1. Remove temporary field offices, contents, and services at a time when no longer needed.
2. Remove foundations and debris; grade site to required elevations and clean the areas.
3. Sod all disturbed areas as a result of the temporary office.

ITB # 22-124

SECTION 015300 (CONT'D)

TEMPORARY CONSTRUCTION

- I. Contractor provided temporary offices and building must be permitted through Citrus County prior to installation.
- J. Owner office compound must be as follows: (Not Applicable)
 - 1. Minimum compound fenced area of 80' x 60';
 - 2. Fence must be 6' height chain link with three strand barred wire at top;
 - 3. Provide two parking spaces inside compound for overnight storage of County vehicles;
 - 4. Provide 15' gate minimum access into compound;
 - 5. Park areas and access road to compound must be constructed of granular material (asphalt millings would be acceptable);
 - 6. Office trailer entrance/exit must be ADA compliant for wheelchair access; and
 - 7. Provide 4' minimum width walkway at floor level of office trailer between doors.
- K. First Aid Station: The Contractor must keep on the site, at each location where Work is in progress, a completely equipped first aid kit and must provide ready access thereto at all times.

1.3 DEWATERING, FLOTATION

- A. Contractor, with his own equipment, must do all pumping necessary to dewater any part of the Work area during construction operations to insure dry working conditions. Contractor must be responsible for dewatering permitting. The Contractor must be completely responsible for any tanks, wet wells or similar structures that may become buoyant during the construction and modification operations due to the ground water or floods and before the structure is put into operation. The proposed final structures have been designed against buoyancy; however, the Contractor may employ methods, means and techniques during the various stages of construction (or other conditions) which may affect the buoyancy of structures. Should there be any possibility of buoyancy of a structure, the Contractor must take the necessary steps to prevent its buoyancy either by increasing the structure's weight, by filling it with approved material or other acceptable methods. Damage to any structures due to floating or flooding must be repaired or the structures replaced at the Contractor's expense.

SECTION 015300 (CONT'D)

TEMPORARY CONSTRUCTION

1.4 TEMPORARY CONSTRUCTION

- A. Temporary Fences: If, during the course of the Work, it is necessary to remove or disturb any fencing, the Contractor must, provide a temporary fence of like kind which must be maintained until the permanent fence is replaced as noted on the plans and incidental to the contract.
- B. Responsibility for Temporary Structures: In accepting the Contract, the Contractor assumes full responsibility for the sufficiency and safety of all temporary structures or work and for any damage which may result from their failure or their improper construction, maintenance or operation and will indemnify and save harmless the Florida Department of Transportation and the Owner from all claims, suits or actions and damages or costs of every description arising by reason of failure to comply with the above provisions.

1.5 TEMPORARY FACILITIES

- A. Contractor must furnish, install and maintain temporary facilities required for construction, and must remove them upon completion of the Work. All facilities must comply with the respective federal, state and local codes and regulations and with utility company requirements.
- B. Materials for temporary facilities may be new or used but must be adequate in capacity for the required usage, must not create unsafe conditions, and must not violate requirements of applicable codes and standards.

(Remainder of This Page Left Blank Intentionally.)

SECTION 015300 (CONT'D)

TEMPORARY CONSTRUCTION

**TABLE 015300-A
OWNER/ENGINEER'S FIELD OFFICE (NOT APPLICABLE)**

Furnish, equip, and maintain an office trailer for the sole use of the Owner/Engineer, with secure entrance doors and one key per occupant. Provide entrance/exit steps at all exterior doors.

1. Area: 720 square feet minimum, with minimum dimensions 12 feet x 60 feet.
 - a. Divide trailer into two (2) offices, one meeting room and restroom.
 - b. Obtain prior approval of Engineer of floor plan. Each room must have doors with integral locks, keyed alike.
2. Windows:
 - a. Minimum: 7, with a minimum total area of 10 percent of floor area.
 - b. Operable sash and insect screens.
 - c. Locate to provide view of construction areas.
 - d. Provide operable Venetian blinds for all windows.
3. Furniture:
 - a. Two (2) standard size desks, 3 foot by 5 foot with desk chair, and three drawers.
 - b. One drafting table: 39 inches (1 meter) x 72 inches (1.8 meters) x 36 inches (0.92 meter) high with one equipment drawer.
 - c. Two (2) 3 foot x 6 foot folding tables with twelve (12) folding chairs.
 - d. One metal, double-door storage cabinet with locks and keys (one key per occupant).
 - e. Two plan racks that will hold a minimum of six sets of project Drawings.
 - f. Four (4) standard four-drawer legal size metal filing cabinets with locks and keys (one key per occupant).
 - g. Six linear feet of bookshelves per desk (min. 4-ft. high).
 - h. Two (2) swivel arm chairs.
 - i. Two (2) straight chairs.
 - j. One drafting table stool
 - k. One wastebasket per desk and table.
 - l. Two (2) tack boards, 36 inches x 30 inches.
 - m. Coat rack and hooks
 - n. Outside thermometers and rain gauge.
 - o. MFP machine: with separate trays for letter, legal and 11"x17" paper, copy with reduction/enlargement capability, color scan (11" x 17") with email capability and facsimile capability.
 - p. Telephone answering service.
 - r. Three (3) push button type telephones with minimum of ten (10) telephone number programmable capability and two (2) extension capability.
 - s. One (1) dry ink board, 48 inches x 36 inches.
 - t. HP Photosmart B8550 Printer (13" x 19") or approved equal.
4. Services
 - a. Lighting: 50-foot-candles at desk top height.
 - b. Exterior lighting at entrance door(s).
 - c. Automatic heating and mechanical cooling equipment sufficient to maintain comfort conditions.
 - d. Minimum of four-110-volt duplex electrical convenience outlets, at least one on each wall.
 - e. Electric distribution panel; two circuits minimum, 110-volt, 60 hertz service.
 - f. One electric bottle water cooler with hot water tap, with accessory refrigerator.
 - g. Telephone: two (2) dedicated direct lines with local and long distance access (provide extension lines to both offices and to the meeting room).
 - h. Provide potable water service to all trailer fixtures.
 - i. Provide sanitary waste service to all trailer fixtures.
 - j. MFP facsimile (fax): One dedicated direct line with local and long distance access.
 - k. Provide MFP machine maintenance and repair service.
 - l. High Speed Internet Service (DSL): Ethernet system for office (either hard wire or wi-fi at Contractor's option). Service to be provided to both offices and conference room.
5. Supplies
 - a. Provide general cleaning supplies (broom, dustpan, etc.).
 - b. Provide paper (8.5"x11", 8.5"x14" and 11"x17") and other supplies as required for MFP machine.

END OF SECTION

**CITRUS COUNTY, FLORIDA
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

ITB # 22-124

**C.R. 491 ROADWAY IMPROVEMENTS
FROM AUDUBON PARK PATH to Horace Allen St.**

SECTION 015526

TRAFFIC CONTROL

ARTICLE 1 - TRAFFIC CONTROL

1.1 RELATED CONSTRUCTION REQUIREMENTS

A. MAINTENANCE OF TRAFFIC

1. Maintenance of traffic must be pursuant to FDOT Standards Specifications for Roadway and Bridge Construction, dated 2022, Section 102.

B. BARRIER AND LIGHTS

1. Contractor must exercise extreme care in the conduct of the Work to protect health and safety of the workmen and the public. The Contractor must provide all protective measures and devices necessary, in conformance with applicable local, state and federal regulations regarding their need and use.

END OF SECTION

**CITRUS COUNTY, FLORIDA
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

ITB # 22-124

**C.R. 491 ROADWAY IMPROVEMENTS
FROM AUDUBON PARK PATH to Horace Allen St.**

SECTION 015616

TEMPORARY DUST BARRIERS

ARTICLE 1 - TEMPORARY DUST BARRIERS

1.1 DUST, NOISE AND EROSION CONTROL

- A. Contractor must prevent dust nuisance from his operations or from traffic by the use of water and deliquescent salts. Water and deliquescent salts application must be consistent with Section 104 of the Standard Specifications for Road and Bridge Construction dated 2022. Contractor must be responsible for submission of Notice of Intent and provide SWPPP to Citrus County for review and approval.

END OF SECTION

**CITRUS COUNTY, FLORIDA
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

ITB # 22-124

**C.R. 491 ROADWAY IMPROVEMENTS
FROM AUDUBON PARK PATH to Horace Allen St.**

SECTION 015619

TEMPORARY NOISE BARRIERS

ARTICLE 1 - TEMPORARY NOISE BARRIERS

1.1 Noise Suppression

- A. Contractor must eliminate noise to as great an extent as practical at all times. Air compressing plants must be equipped with silencers and the exhaust of all gasoline motors or other power equipment must be provided with mufflers. In the vicinity of hospitals, daycares, medical offices, and schools, special care must be used to avoid noise or other nuisances. The Contractor must strictly observe all local regulations and ordinances covering noise control.
- B. Sound levels measured by the Owner/Engineer's personnel must not exceed 45 dBA after 8 p.m. or 55 dBA 8 a.m. to 8 p.m. This sound level must be measured at the exterior of the nearest exterior wall of the nearest residence or building. Levels at the equipment must not exceed 85 dBA at any time. Sound levels in excess of these values are sufficient cause to have the Work halted until equipment can be quieted to these levels. Work stoppage by the Owner/Engineer for excessive noise must not relieve the Contractor of other contractual responsibilities stipulated in the Contract Documents including, but not limited to Contract Price and time.

END OF SECTION

**CITRUS COUNTY, FLORIDA
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

ITB # 22-124

**C.R. 491 ROADWAY IMPROVEMENTS
FROM AUDUBON PARK PATH to Horace Allen St.**

SECTION 015713

TEMPORARY EROSION AND SEDIMENT CONTROL

ARTICLE 1 - TEMPORARY EROSION AND SEDIMENT CONTROL

1.1 Erosion and Water Pollution Control

- A. Contractor must prepare and provide the Engineer with a storm water prevention plan for the prevention, control and abatement of erosion and water pollution. The Contractor must install erosion and water pollution control devices in accordance with the Contractor prepared plan, Contract Plans and Specifications, Florida Stormwater Erosion and Sedimentation Control Manual, FDOT Standard Specifications for Road and Bridge Construction, dated 2022 and all permit requirements. The Contractor is responsible for meeting appropriate federal, state, and local regulations and water quality standards, such as turbidity.
- B. Contractor must prepare and submit a Notice of Intent (NOI) form to EPA, Region IV (Atlanta) 48 hours prior to commencing construction.

END OF SECTION

**CITRUS COUNTY, FLORIDA
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

ITB # 22-124

**C.R. 491 ROADWAY IMPROVEMENTS
FROM AUDUBON PARK PATH to HORACE ALLEN ST.**

SECTION 015813

TEMPORARY PROJECT SIGNAGE

ARTICLE 1 - TEMPORARY PROJECT SIGNAGE

1.1 PROJECT SIGNS

- A. Two (2) project signs must be furnished and installed on the project site two weeks prior to mobilization by the Contractor at locations determined by the Owner/Engineer. The Contractor may be required to relocate these identifying project signs during the progress of the Work and will do so with no additional compensation. Each sign must be approximately 4 x 8 feet in size, and must contain the project name, construction cost and names of the Owner or governing council, Engineer and Contractor. Wood must be pressure treated and fasteners galvanized.

END OF SECTION

**CITRUS COUNTY, FLORIDA
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

ITB # 22-124

**C.R. 491 ROADWAY IMPROVEMENTS
FROM AUDUBON PARK PATH to HORACE ALLEN ST.**

SECTION 017123.13

CONSTRUCTION LAYOUT

ARTICLE 1 - CONSTRUCTION LAYOUT

1.1 CONSTRUCTION ENGINEERING AND LAYOUT

A.. Contractor's Specialty Engineer

1. The Contractor must provide the services of a Registered Professional Engineer currently licensed in the State of Florida for the following specific services as applicable to the Work:
 - a. Inspections, testing, witnessing requiring a licensed professional engineer;
 - b. Design of temporary shoring, bridging, scaffolding or other temporary construction;
 - c. Other requirements as specified herein.
2. Laying Out the Work - The Contractor must retain the services of a registered Land Surveyor licensed in the State of Florida for the specific services set forth below.
 - a. Prior to commencement of construction the Engineer will have established vertical and horizontal controls throughout the site which the Contractor must use in laying out the work. The Contractor must demark/delineate and maintain centerline of construction and right-of-way lines at all times, even during the utility relocation periods. The Contractor must erect and maintain white/black standard FDOT station markers every 100 feet throughout contract duration. The Contractor must be responsible for protecting the controls in the field and establishing all lines and grades, together with all reference points as required by the various trades for all work under this Contract. All required layout must be done using competent and experienced personnel under the supervision of a Land Surveyor registered in the State of Florida.

SECTION 017123.13 (CONT'D)

CONSTRUCTION LAYOUT

- b. The Contractor must provide all labor and instruments and stakes, templates, and other materials necessary for marking and maintaining all lines and grades. The lines and grades must be subject to any checking the Owner or Engineer may decide necessary.
- c. The Contractor must employ only competent personnel and utilize only suitable equipment in performing layout work. He must not engage the services of any person or persons in the employ of the Owner for performance of layout work.
- d. Adequate field notes and records must be kept as layout work is accomplished. These field notes and records must be available for review by the Engineer as the work progresses and copies must be furnished to the Engineer at the time of completion of the project.
- e. Any inspection or checking of the Contractor's field notes or layout work by the Engineer and the acceptance of all or any part thereof, must not relieve the Contractor of his responsibility to achieve the lines, grades and dimensions shown in the plans and specifications.
- f. Prior to final acceptance of the project, the Contractor must mark in a permanent manner on the surface of the completed work all horizontal control points originally furnished by the Owner.
- g. No separate cost item is provided for laying out of the work, the cost of which must be included in the unit prices for items in the Proposal.

1.2 LINES AND GRADES

- A. All Work under this Contract must be constructed in accordance with the lines and grades shown on the Drawings, or as given by the Engineer. The full responsibility for keeping alignment and grade must rest upon the Contractor.
- B. The Contractor must, at his own expense, establish all working or construction lines and grades as required from the project control points set by the Owner/Engineer, and must be solely responsible for the accuracy thereof.
- C. Water main and force main must have a minimum of 36 inches of cover over the top of the pipe. Cover must vary to provide long uniform gradient or slope to pipe to minimize air pockets and air release valves. The stationing shown on the Drawings for air and vacuum release valve

ITB # 22-124

SECTION 017123.13 (CONT'D)

CONSTRUCTION LAYOUT

assemblies are approximate and the Contractor must field adjust these locations to locate these valves at the highest point in the pipeline installed. All locations must be approved by the Owner/Engineer.

- D. To ensure a uniform gradient for gravity pipe and pressure pipe, all lines must be installed using the following control techniques as a minimum:
1. Gravity Lines: Continuous control, using laser beam technology.
 2. Pressure Lines: Control stakes set at 50 ft intervals using surveyor's level instrument.

END OF SECTION

**CITRUS COUNTY, FLORIDA
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

ITB # 22-124

**C.R. 491 ROADWAY IMPROVEMENTS
FROM AUDUBON PARK PATH to HORACE ALLEN ST.**

SECTION 017133

PROTECTION OF ADJACENT CONSTRUCTION

ARTICLE 1 - PROTECTION OF ADJACENT CONSTRUCTION

1.1 PRESERVATION OF PROPERTY

A. General

1. Contractor must preserve from damage all property within or along the line of work, or which is in the vicinity of or is in any way affected by the work, the removal or destruction of which is not called for by the plans. This applies to public and private property, public and private utilities, trees, shrubs, crops, signs, billboards, monuments, fences, guardrail, pipe and underground structures, public highways (except natural wear and tear of highway resulting from legitimate use thereof by the Contractor), etc., and whenever such property is damaged due to the activities of the Contractor it must be immediately restored to a condition similar or equal to that existing before such damage or injury was done by the Contractor, and at his own expense, or he must make good such damage or injury in an acceptable manner.
2. Contractor must protect existing bridges during the entire construction period, from damage caused by any of his operations or equipment. The Contractor will not be required to provide routine repairs or maintenance for such structures but will be required, at his own expense, to make immediate repairs of any damage occasioned by his use or operations. In the event that the Contractor's use or operations result in damage to a bridge requiring repairs, such repairs must have a prior right to any equipment, materials or labor at the Contractor's disposal.
3. **Contractor's special attention is directed to the protection of any geodetic monument, horizontal or vertical, located within the limits of construction. If Contractor damages any geodetic monument, the Contractor must restore to a condition similar or equal to that existing before such damages was done by the Contractor, and at his own expense.**

SECTION 017133 (CONT'D)

PROTECTION OF ADJACENT CONSTRUCTION

1.2 FAILURE TO RESTORE DAMAGED PROPERTY

- A. In case of failure on the part of the Contractor to restore such property, bridge, road or street, or to make good such damage or injury, the Engineer may, upon 48 hours' notice, proceed to repair, rebuild or otherwise restore such property, road or street as may be deemed necessary, and the cost thereof will be deducted from any monies due, or which may become due the Contractor under the contract. Nothing in this clause must prevent the Contractor from receiving proper compensation for the removal, damage, or replacement of any public or private property, not shown on the plans, which is made necessary by alteration of grade or alignment and such work is authorized by the Engineer; provided that such property has not been damaged through fault of the Contractor, his employees or agents.

1.3 UTILITIES

- A. Arrangements for Protection or Adjustment: At points where the Contractor's operations are adjacent to utility facilities or other property, damage to which might result in expense, loss, disruption of service or other undue inconvenience to the public or to the owners, work must not be commenced until all arrangements necessary for the protection thereof have been made. The Contractor must be solely and directly responsible to the owners and operators of such properties for any damage, injury, expense, loss, inconvenience, or delay, caused by the Contractor's operations.
- B. Contractor must follow Section 011800, Article 1-1.1. Owner will make the necessary arrangements with utility owners for removal or adjustment of utilities where such removal or adjustment is determined by the Engineer to be essential to the performance of the required construction, provided normal construction procedures are used by the Contractor. Relocations or adjustments requested only on the basis of the Contractor's proposed use of a particular method of construction or a particular type of equipment will not be considered as being essential to the construction of the project if other commonly used methods and equipment could be used without the necessity of relocating or adjusting the utility. The Engineer will determine the responsibility for any such required adjustments of utilities. Relocations or adjustments requested because of delivery to the job of materials furnished by the Contractor will be the responsibility of and at the expense of the Contractor.
- C. Circumstances under which it will be considered essential to remove or adjust (or to otherwise protect) utilities in order to construct the project must include, but not be limited to, the following:
 - 1. Utilities lying within the vertical and horizontal construction limits, plus the reasonably required working room necessary for operation of equipment normally used for the particular type of construction;

SECTION 017133 (CONT'D)

PROTECTION OF ADJACENT CONSTRUCTION

all as determined by the Engineer (and except as provided in Subsection 4 below). (In the case of overhead electrical conductors, Contractor must follow OSHA Rule (29 CFR Part 1926) Cranes and Derricks in Construction.

2. Utilities lying within the horizontal limits of the project and within 12-inches below the ground surface or the excavation surface on which the construction equipment is to be operated, or within 12-inches below the bottom of any stabilizing course called for on the plans.
3. Utilities lying within the normal limits of excavation for underground drainage facilities or other structures (except as provided in Subsection 4 below). Such normal limits must extend to side slopes along the angle of repose, as established by sound engineering practice, unless the sides of the excavation are required by the plans or special provisions to be supported by sheeting, or the Contractor elects to sheet such excavation for his own convenience.
4. Where utilities cross pipe trenches transversely within the excavation area, but not within positions from which relocation or removal is necessary, the utility owner must be responsible for providing and effecting all reasonable measures for their support and protection during construction operations, and the Contractor must cooperate with the utility owner in the owner's effecting such support and protective measures. The Contractor must be responsible for any damage to the utility which is caused by neglect or failure on the Contractor's part to cooperate and to use proper precaution in performing his work.
5. In the event that a temporary relocation of a utility or a particular sequence of timing in the relocation of a utility is necessary, such relocation must be done only as directed by the Engineer, so as to cause the least impediment to the overall construction operations. The Owner will not assume responsibility for utility adjustments or temporary relocation work, nor for the conditions resulting there from, where such adjustments are (1) not necessitated by the construction of the project, (2) done solely for the benefit or convenience of the utility owner or its contractor, or the highway contractor where his construction procedures are considered to be other than normal, or (3) not shown on the approved plans for the utilities relocation or the construction.
6. Cooperation and coordination of schedules with Utility Owners: The Contractor must cooperate with the owners of any underground and overhead utilities and coordinate schedules in their removal and rearrangement operations in order that these operations may progress in a reasonable manner, that duplication or rearrangement

SECTION 017133 (CONT'D)

PROTECTION OF ADJACENT CONSTRUCTION

work may be reduced to a minimum, and that services rendered by the utility owners will not be necessarily interrupted. Contractor must be responsible for coordinating its activities with those of the utility owners and must incorporate their work into Contractor's construction schedules.

7. Contractor must follow Section 011800, Article 1-1.1. Owner must not be liable to the Contractor for any losses, damage, cost or expense arising out of or resulting from delay, interference, interruption, or acceleration of Contractor's Work by any of the activities of the utility owners.
8. In the event of interruption of water or other utility services as a result of accidental breakage or as a result of their being exposed or unsupported, the Contractor must promptly notify the proper authority and must cooperate with the authority in the prompt restoration of service. If water service is interrupted repair work must be continuous until the service is restored. No work must be undertaken around fire hydrants until provisions for continued service have been approved by the local fire authority.

D. Utility Adjustments: Certain utility adjustments and reconstruction work may be underway during the progress of the contract. The Contractor will be required to cooperate as is necessary with the various utility construction crews in order that utility service may be maintained. Upon completion of the utilities work by others the utilities will be in their final location and the Contractor must exercise due caution when working adjacent to such utilities. Any damage to the relocated utilities resulting from the Contractor's operations must be repaired at Contractor's expense.

1. The utility authorities who will be performing adjustments and reconstruction work during the progress of the contract are as follows, but not limited to:
 - a. AT&T Distribution
 - b. Charter Communications
 - c. Lumen
 - d. Withlacoochee River Electric Co-Op
 - e. Zayo Group
2. Contractor must not enter or occupy private land outside of the project site or right-of-way, except by written permission of the appropriate owners. Contractor must provide Owner a copy of such written permission.

SECTION 017133 (CONT'D)

PROTECTION OF ADJACENT CONSTRUCTION

1.4 EXPLORATORY EXCAVATIONS

- A. Exploratory excavations must be performed in advance of all roadway and utility construction to be performed by the Contractor under this Contract as follows:
 - 1. Contractor must perform all exploratory excavations and make all necessary contacts and communications as is required pursuant to the Florida Sunshine Law.
 - 2. The Contractor recognizes that the Utility Agencies/Owners (UAO) and their respective sub-contractors performing utility locations, relocations, installations, adjustments, protections, and other utility work, are not contracted with the Owner to perform said work. The Contractor must indemnify and hold harmless the Owner and its representatives against all claims, costs, losses, and damages, for any delays created by the various Utility Agencies/Owners and their respective sub-contractors caused by the Contractor not following the requirements set forth in the Contract Documents

Prior to any excavation, the Contractor must perform exploratory investigation to determine any potential utility conflicts two weeks prior to any underground construction. If potential conflicts are encountered, the Contractor must notify the respective Utility Agency/Owner(s) representative within 24 hours of discovery of the conflict to initiate resolution. The Utility Agency(ies)/Owner/Representative/Engineer must have five (5) days to review and respond. The timeframe for review and response to address the conflict must not be considered a delay by the Contractor and is not compensable. Any time and/or cost beyond that described above must be addressed as set forth in Article 12 of the Contract Documents. The Contractor agrees that no claim for an adjustment in contract price or time will be valid if not submitted in accordance with this paragraph and as set forth in Article 12 of the Contract Documents.

Exploratory excavations must be conducted by the Contractor for the purpose of locating any potential conflicts, including but not limited to: underground pipelines, conduits, cables or structures in advance of the construction. Test pits must be excavated in areas of potential conflicts between existing and proposed facilities and at piping connections to existing facilities a minimum of 48 hours or 1000 feet in advance of Work (whichever is greater). If there is a potential conflict, the Contractor is to notify the Engineer immediately in writing. Information on the obstruction to be furnished by the Contractor must include: Location, Elevation, Utility Type, Material and Size. Test pits must be backfilled immediately after their purpose has been satisfied and the surface restored and maintained in a manner satisfactory to the Engineer.

SECTION 017133 (CONT'D)

PROTECTION OF ADJACENT CONSTRUCTION

3. The Utility Agency(ies)/Owner/Representative/Engineer must have five (5) days to determine the resolution of any unknown or unforeseen conflict discovered during exploratory excavations along the route of the work after receipt of written notice of conflict from the Contractor. No Contractor claims for adjustment in Contract Price or Contract Times (or Milestones) must be allowed.

1.5 UTILITY CROSSINGS

- A. It is intended and understood by the Contractor that wherever existing utilities must be crossed, deflection of the pipe within specified limits and cover must be used to satisfactorily clear the obstruction unless otherwise indicated on the Drawings. However, when in the opinion of the Owner/Engineer this procedure is not feasible, he may direct the use of fittings for a utility crossing or conflict transition as detailed on the Drawings.

END OF SECTION

**CITRUS COUNTY, FLORIDA
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

ITB # 22-124

**C.R. 491 ROADWAY IMPROVEMENTS
FROM AUDUBON PARK PATH to HORACE ALLEN ST.**

SECTION 017839

PROJECT RECORD DOCUMENTS

ARTICLE 1 - PROJECT RECORD DOCUMENTS

1.1 PROJECT RECORD DRAWINGS

- A. The Contractor must retain the services of a registered Land Surveyor licensed in the State of Florida and certified by said Surveyor for the following specific services. Refer to Pay Items 900-1 and U 56.
- B. During the entire construction operation, the Contractor must maintain records of all deviations from the Drawings and Specifications and must prepare therefrom in AutoCAD format "Record Drawings" showing correctly and accurately all changes and deviations from the work, made during construction to reflect the work as it was constructed. The following are required to be shown on project Record Drawings:
 - a. ROW Edges - Sufficient spot elevations to show as-built topography around the perimeter of the ROW to produce a one (1) ft contour map.
 - b. Driveway Areas - Sufficient spot elevations to show drainage and slopes. Density of spots to be average of every 10 ft linearly and in a 10 ft. grid format.
 - c. Right-of-Way Swale/Drainage - All culvert inverts; swale flow-line grades; beginning and end bottom elevations; highs and lows along top of bank; and size of swale.
 - d. Underdrains/Pipe Culvert/PVC Sleeves - All inverts, inlet grate and bottom elevations, and sizes.
 - e. Outfalls - All pipe inverts, weir box elevations, weir elevation, and sizes.
 - f. Roadway/Off Site Drainage - All inverts; manhole top elevation; grate top elevations all storm and sanitary, if applicable.

SECTION 017839 (cont)

PROJECT RECORD DOCUMENTS

- g. Retention Areas- including fences, gates, pipes, and 1 ft contours.
- h. Roadway
 - 1) Pavement width; curb width; shoulder width; sidewalk and bike path widths, every 100 feet inclusive of spot elevations and every 25 ft through curves.
 - 2) Elevations; sidewalk; bike path; top and bottom of curb; edge of pavement; and center line of road, every 100 feet.
 - 3) Install new roadway alignment control points upon final roadway completion. Include all intersections and side streets. Latitude, departure, and elevations for all control points.
 - 4) Stations and offsets, all structures (including power poles, etc.)
- h. Utility Work
 - 1) The Contractor must retain the services of a registered land surveyor licensed in the State of Florida for the following specific services as applicable to Utility Work.
 - 2) Prepare a certified survey of the constructed facilities based on information concurrent with the construction progress. This site survey is herein referred to as "Record Drawings". The Record Drawings must be prepared in AutoCAD format at the same scale as the Contract Drawings in an electronic format. Where the Contract Drawings are at various scales, the Project Record Drawings must be at the scale which shows the greatest detail. The Project Record Drawings must indicate the actual locations of all building corners, structures and elevation and stationing (min 100 ft. stationing) of all piping, fittings, valves, conduits, meters, clean-outs, fire hydrants, manholes, existing utilities and all other above and below ground improvements constructed under this contract.

C. Submittals

SECTION 017839 (cont)

PROJECT RECORD DOCUMENTS

- a. Certificate signed by a Registered Surveyor certifying that elevations and locations of improvements are in conformance, or non-conformance, with Contract Documents.
- b. Certified drawings showing locations of all structures, piping conduits and other improvements. These drawings are referenced as the Record Drawings and must be included with the Project Record Documents.
- c. Documentation to verify accuracy of field engineering work when requested by the Engineer.
- d. The Contractor must provide Record Drawings as to format and number of copies as follows:
 - 3 - signed and sealed copies
 - 1 - disk, AutoCAD (Latest Edition)

1.2 PROJECT RECORD DOCUMENTS

- A. The Contractor must maintain at the site, for the Owner, one (1) record copy of the following to be submitted to the Engineer for the Owner at Project Closeout:
 1. Conformed Drawings
 2. Conformed Specifications
 3. Addenda
 4. Change Orders and other modifications to the Contract
 5. Construction Progress Schedules
 6. Field Orders
 7. Contractor's Requests for Additional Information
 8. Approved Shop Drawings
 9. Field Test Records
 10. Project Record Drawings certified by Professional Land Surveyor registered in the State of Florida
- B. Store Record Documents and samples in Owner's field office apart from documents used for construction. Do not use record document for

SECTION 017839 (cont)

PROJECT RECORD DOCUMENTS

construction purposes. Label each document "PROJECT RECORD" in neat large, printed letters. File documents and samples in accordance with FDOT/CSI/CSC format.

- C. Record information concurrently with construction progress. Do not conceal any work until required information is recorded.

END OF SECTION

**CITRUS COUNTY, FLORIDA
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

ITB # 22-124

**C.R. 491 ROADWAY IMPROVEMENTS
FROM AUDUBON PARK PATH to HORACE ALLEN ST.**

SECTION 26050

ELECTRICAL – GENERAL PROVISIONS FOR LIFTSTATIONS

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. Furnish all labor, materials, equipment, and incidentals required for a complete electrical system as hereinafter specified and shown on the Drawings, whether or not specifically shown or called for.
2. The work, apparatus and materials which must be furnished under these Specifications and accompanying Drawings must include all items listed hereinafter an/or shown on the Drawings. All materials necessary for the complete installation must be furnished and installed by the Contractor to provide complete power, generator, lighting systems, instrumentation, wiring and control systems as indicated on the Drawings and/or as specified herein whether or not specifically shown or called for. Certain equipment will be furnished as specified in other Section of this specification which will require conduit and wire to complete the installation as required.
3. The Contractor must furnish and install the necessary cables, transformers, motor control centers, protective devices (surge protection), conductors, exterior electrical system, etc., to serve motor loads, lighting loads and miscellaneous electrical loads as indicated on the Drawings and/or as specified hereinafter.
4. The work must include complete testing of all equipment and wiring at the completion of the work and making any minor connection changes or adjustments necessary for the proper functioning of the system and equipment. All workmanship must be of the highest quality; substandard work will be rejected.
5. Provide permitting and acceptance testing.
6. Make all field connections to process instrument panels and other control panels furnished under other Divisions of these Specifications.
7. For process instrumentation furnish and install all conduit, wire and interconnections between primary elements, transmitters, local indicators, and receivers.

SECTION 26050 (CONT'D)

ELECTRICAL – GENERAL PROVISIONS

8. It is the intent of these Specifications that the electrical system must be suitable in every way for the service required. All material, equipment, appliances, and all work which may be reasonably implied as being incidental to the work of this Section must be furnished at no extra cost.
9. Each bidder or his authorized representatives must, before preparing a bid, visit all areas of the existing building and/or proposed site in which work will take place and be performed to carefully inspect the present installation and conditions. The submission of the bid by this bidder must be considered evidence that the bidder has visited the project and noted the locations and conditions under which the work will be performed, and that the bidder takes full responsibility for a complete knowledge of all factors governing his work.
10. All necessary temporary power requirements are the responsibility of the Contractor and must be furnished at no extra cost to the Owner
11. All necessary temporary power, control and instrumentation requirements are the responsibility of the Contractor and must be furnished at no extra cost to the Owner. Power and controls must be furnished to all existing equipment at all times.

B. Service and Metering:

1. Permanent electrical power and metering will be provided by at 227/480 volts, 3-phase, 4 wire, wye, solid grounded, 60 Hertz.
2. Coordinate all electric power work with: Dale Coburn: Engineering Technician

Withlacoochee River Electric Co-op, Inc
5330 W Gulf to Lake Hwy
Lecanto, FL 34461
Crystal River District
Phone: (352) 795-4382 ext. 4135
E-mail: dcoburn@wrec.net

C. Codes, Inspections and Fees:

1. All material and installation must be in accordance with the latest edition of the National Electrical Code and all applicable national, local and state codes. All work related to the National Electrical Code not shown on the electrical drawings and applicable to this work must be provided at no additional cost to the Owner.
2. Pay all fees required for permits, inspections, and connections.

D. Tests:

SECTION 26050 (CONT'D)

ELECTRICAL – GENERAL PROVISIONS

1. Test all systems and repair or replace all defective work. Make all necessary adjustments to the systems and instruct the Owner's personnel in the proper operation of the systems.
 2. The following minimum tests and checks must be made prior to the energizing of electrical equipment. Test must be by an independent NETA recognized testing firm, and a certified test report must be submitted stating that the equipment meets and operates in accordance with the manufacturers and job specifications, and that equipment and installation conforms to all applicable Standards and Specifications:
 - a. Testing of protective relays for calibration and proper operation.
 - b. Over potential, high potential, insulation resistance, and shield continuity tests for cables.
 - c. Mechanical inspection of air interrupter switches and circuit breakers to assure proper operation.
 - d. Infra-red hot spot inspection must be made of all switchgear, switches, power, and control panels. This must be done under representation load conditions before the equipment is used by the Owner and again 3 months before expiration of the one-year warranty period.
 - e. The Engineer must be notified 48 hours before tests are made to enable the Owner to have designated personnel present.
 - f. All faulty equipment and materials indicated by infrared inspection must be repaired or replaced by the Contractor at no additional cost to the Owner.
 - g. Ground system testing per NETA- 7.13.
- E. Interpretation of Drawings:
1. The Drawings are not intended to show exact location, quantity or size of conduit runs. All installation of the raceway system must be as directed by approved shop drawing. Any installation of a raceway system before shop drawing submittal and approval will be at the sole risk of the Contractor.
 2. All three-phase circuits must be run in separate conduits unless otherwise shown on the Drawings.
 3. Unless otherwise approved by the Engineer, conduit shown exposed must be installed exposed; conduit shown concealed must be installed concealed.
 4. Where circuits are shown as "home-runs" all necessary fittings and boxes must be provided for a complete raceway installation.

SECTION 26050 (CONT'D)

ELECTRICAL – GENERAL PROVISIONS

5. The Contractor must harmonize the work of the different trades so that interferences between conduits, piping, equipment, architectural and structural work will be avoided. All necessary offsets must be furnished to take up a minimum space and all such offsets, fittings, etc., required to accomplish this must be furnished and installed by the Contractor without additional expense to the Owner. In case interference develops, the Owner's authorized representative is to decide which equipment, piping, etc., must be relocated, regardless of which was installed first.
 6. Verify with the Engineer exact locations and mounting heights of lighting fixtures, switches and receptacles prior to installation.
 7. The locations of equipment, fixtures, outlets, and similar devices shown on the Drawings are approximate only. Exact locations must be as approved by the Engineer during construction. Obtain in the field all information relevant to the placing of electrical work and, in case of any interference with other work, proceed as directed by the Engineer and furnish all labor and materials necessary to complete the work in an approved manner.
 8. Surface mounted panel boxes, junction boxes, conduit, etc., must be supported by spacers to provide a clearance between wall and equipment.
 9. Circuit layouts shown are not intended to show the number of fittings, or other installation details. Furnish all labor and materials necessary to install and place in satisfactory operation all power, lighting, and other electrical systems shown. Additional circuits must be installed wherever needed to conform to the specific requirements of the equipment.
 10. The ratings of motors and other electrically operated devices together with the size shown for their branch circuit conductors and conduits are approximate only and are indicative of the probable power requirements insofar as they can be determined in advance of the purchases of the equipment.
 11. All connections to equipment must be made as shown, specified, required, and directed and in accordance with the approved shop drawings, regardless of the number of conductors shown on the Electrical Drawings.
- F. Size of Equipment:
1. Investigate each space in the building through which equipment must pass to reach its final location. If necessary, the manufacturer must be required to ship his material in sections sized to permit passing through such restricted areas in the building.
 2. The equipment must be kept upright at all times. When equipment has to be tilted for each of passage through restricted areas during transportation, the manufacturer must be required to brace the equipment suitably, to ensure that the tilting does not impair the functional integrity of the equipment.

SECTION 26050 (CONT'D)

ELECTRICAL – GENERAL PROVISIONS

G. Component Interconnections:

1. Component equipment furnished under this Specification will not be furnished as integrated systems.
2. Analyze all systems components and their shop drawings; identify all terminals and prepare drawings or wiring tables necessary for component interconnection.

H. Record Drawings:

1. As the work progresses, legibly record all field changes on a set of project Contract Drawings. When the project is complete furnish a complete set of reproducible "as-built" drawings.

1.02 SUBMITTALS

A. Material and Shop Drawings:

1. As specified under Section 01340, shop drawings must be submitted for approval of all materials, equipment, apparatus, and other items as required by the Engineer.
2. Shop drawings must be submitted for the following equipment:
 - a. Motor Control Center
 - b. Dry Type Transformers
 - c. Panelboards
 - d. Lighting Fixtures
 - e. Disconnect Switches
 - f. Wire and Cable
 - g. Supporting Devices
 - h. Control Panels
 - i. Variable Frequency Drives
3. The manufacturers' name and product designation or catalog numbers must be submitted for the following material:
 - a. Conduit
 - b. Receptacles
 - c. Boxes and Fittings
 - d. Switches
 - e. Lamps
 - f. Control Relays
4. Prior to submittal by the Contractor, all shop drawings must be checked for accuracy and contract requirements. Shop drawings must bear the date checked and must be accompanied by a statement that the shop drawings have been

SECTION 26050 (CONT'D)

ELECTRICAL – GENERAL PROVISIONS

examined for conformity to Specifications and Drawings. This statement must also list all discrepancies with the Specifications and Drawings. Shop drawings not so checked and noted must be returned.

5. The Engineer's check must be only for conformance with the design concept of the project and compliance with the Specifications and Drawings. The responsibility of, or the necessity of, furnishing materials and workmanship required by the Specifications and Drawings which may not be indicated on the shop drawings is included under the work of this Section.
6. The responsibility for all dimensions to be confirmed and correlated at the job site and for coordination of this work with the work of all other trades is also included under the work of this Section.
7. No material must be ordered or shop work started until the Engineer's approval of shop drawings has been given.

B. Manufacturer's Services

1. Provide manufacturer's services for testing and start-up of the following equipment:
 - a. Variable Frequency Drives
 - b. Generator
2. Provide manufacturer's of the above listed equipment must provide an experienced Field Service Engineer to accomplish the following tasks:
 - a. The equipment must be visually inspected upon completion of installation and prior to energizing to assure that wiring is correct, interconnection complete and the installation is in compliance with the manufacturer's criteria. Documentation must be reviewed to assure that all Drawings, operation and maintenance manuals, parts list and other data required to check out and sustain equipment operation is available on site. Documentation must be red-lined to reflect any changes or modifications made during the installation so that the "as-built" equipment configuration will be correctly defined. Spare parts must be inventoried to assure correct type and quantity.
 - b. The Field Service Engineers must provide engineering support during the energizing and check out of each major equipment assembly. They must perform any calibration or adjustment required for the equipment to meet the manufacturer's performance specifications.
 - c. Upon satisfactory completion of equipment test, they must provide engineering support of system tests to be performed in accordance with manufacturer's test specifications.

SECTION 26050 (CONT'D)

ELECTRICAL – GENERAL PROVISIONS

- d. Three (3) 4-hour training sessions (one for each system) on operation, and two (2) 4-hour training sessions (one for each system) on maintenance and trouble-shooting procedures must be provided for the Owner's maintenance personnel. All training must be conducted in person at a facility provided by the Owner. The maintenance and trouble-shooting sessions must be conducted with record "as-built" electrical drawings sufficient for a class of eight personnel.
- e. A final report must be written and submitted to the Contractor within fourteen days from completion of final system testing. The report must document the inspection and test activity, define any open problems and recommend remedial action.

PART 2 - PRODUCTS

2.01 MATERIALS AND EQUIPMENT

- A. The materials used in all systems must be new, unused and as hereinafter specified. All materials where not specified must be of the very best of their respective kinds. Samples of materials or manufacturer's specifications must be submitted for approval as required by the Engineer.
- B. Materials and equipment used must be Underwriters Laboratories, Inc., listed.
- C. Electrical equipment must, at all times during construction, be adequately protected against mechanical injury or damage by water. Electrical equipment must not be stored out-of-doors. Electrical equipment must be stored in dry permanent shelters. If any apparatus has been damaged, such damage must be repaired by the Contractor at his own cost and expense. If any apparatus has been subject to possible injury by water, it must be thoroughly dried out and put through such special tests as directed by the Engineer, at the cost and expense of the Contractor, or must be replaced by the Contractor at his own expense.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Provide and place all sleeves for conduits penetrating floors, walls, partition, etc. Locate all necessary slots for electrical work and form before concrete is poured.
- B. All cutting and patching must be done in a thoroughly workmanlike manner.

3.02 INSPECTION AND TESTING

ITB # 22-124

SECTION 26050 (CONT'D)

ELECTRICAL – GENERAL PROVISIONS

- A. Test all systems and repair or replace all defective work. Make all necessary adjustments to the systems and instruct the Owner's personnel in the proper operation of the systems.

END OF SECTION

**CITRUS COUNTY, FLORIDA
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

ITB #22-124

**C.R. 491 ROADWAY IMPROVEMENTS
FROM AUDUBON PARK PATH to HORACE ALLEN ST.**

SECTION 26110

RACEWAYS AND FITTINGS FOR Liftstation

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. Furnish and install complete raceway systems as shown on the Drawings and as specified herein for the liftstation.

B. All raceway systems must be aluminum.

1.02 QUALITY ASSURANCE

A. Qualifications:

1. The equipment must be products of manufacturers who are fully experienced, reputable and qualified in the manufacture of the equipment to be furnished. The system components must be designed, constructed, delivered and installed in accordance with the best practices and methods.

B. Standards:

1. Underwriters Laboratories, Inc. (U.L.).
2. American Society for Testing and Materials, (ASTM).
3. Federal Specifications.

C. Manufacturers:

1. Non-Metallic Raceways.
 - a. Carlon.
 - b. Triangle Pipe and Tube Co.
 - c. Phillips Petroleum Co.

ITB # 22-124

SECTION 26110 (CONT'D)

RACEWAYS AND FITTINGS

- d. Indian Head Company.
- e. Or equal.
- 2. Metallic Raceways:
 - a. Youngstown Sheet and Tube Co.
 - b. Allied Tube and Conduit Corp.
 - c. Wheeling-Pittsburg Steel Corp.
 - d. Or equal.

1.03 SUBMITTALS

A. Material and Shop Drawings:

- 1. Copies of all materials required to establish compliance with these specifications must be submitted in accordance with the provisions of the General Conditions. Submittals must include at least the following:
 - a. Certified shop drawings with performance data and physical characteristics.
 - b. Descriptive literature, bulletins, and/or catalogs of each item of equipment.
 - c. A complete total bill of materials for all equipment.
- 2. In the event that it is impossible to conform with certain details of the specifications, describe completely all non-conforming aspects of the Shop Drawing transmittal.

PART 2 - PRODUCTS

2.01 GENERAL

- A. The specifications are intended to give a general description of what is required, but do not cover all details which may vary in accordance with the exact requirements of the equipment as offered. They are, however, intended to cover the furnishing, delivery, installation and field-testing of all materials, equipment and apparatus as required. Any additional auxiliary equipment necessary for the

SECTION 26110 (CONT'D)

RACEWAYS AND FITTINGS

proper operation of the proposed installation not mentioned in these specifications, or shown on the Drawings must be furnished and installed.

- B. The material covered by these specifications is intended to be standard equipment of proven ability and as manufactured by reputable concerns having experience in the production of such equipment. The equipment furnished must be designed, constructed, and installed in accordance with best practice and methods and must operate satisfactorily when installed as shown on the Drawings.

2.02 MATERIALS AND EQUIPMENT

A. Metallic Conduit and Fittings:

- 1. Aluminum rigid conduits and fittings must be 6083 alloy and conform to UL-6 and ANSI-C80.5

B. Liquidtight, Flexible Non-Metallic Conduit, Couplings and Fittings:

- 1. Liquidtight, flexible non-metallic conduit must be all PVC conduit and manufactured by Thomas and Betts Co., K-Flex, Inc., or equal.
- 2. Fittings used with Liquidtight flexible conduit must be of the non-metallic type as manufactured by the Thomas and Betts Co., Xtraflex System, K-Flex, Inc., or equal.

C. Flexible Couplings:

- 1. Flexible Couplings must be as manufactured by the Thomas and Betts Co., K-Flex, Inc., or equal.

D. Conduit hubs must be as manufactured by Myers Electric Products, Inc., Racor, Div., Appleton Electric Co., or equal.

E. Conduit wall seals must be Type WSK as manufactured by the O.Z. Electrical Mfg. Co., or equal.

F. Combination expansion-deflection fittings must be Type XD as manufactured by the Crouse-Hinds Co., or equal.

SECTION 26110 (CONT'D)

RACEWAYS AND FITTINGS

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Installation must be in strict accordance with the manufacturer's instructions and recommendation, in the location shown on the Drawings.
- B. No conduit smaller than 1/2-inch electrical trade size must be used, nor any have more than three 90-degree bends in any one run. Pull boxes must be provided as required or directed. Minimum size floor conduit must be 3/4-inch.
- C. No wire must be pulled until the conduit system is complete in all details; in the case of concealed work, until all rough plastering or masonry has been completed; in the case of exposed work, until the conduit system has been completed in every detail.
- D. The ends of all conduits must be tightly plugged to exclude dust and moisture while the buildings are under construction.
- E. Conduit supports must be spaced at intervals of 4 feet or less, as required to obtain rigid construction. Conduit straps must be type as manufactured by "CLIC".
- F. Single conduits must be supported by means of one-hole non-metallic pipe clamps in combination with one-screw back plates, to raise conduits from the surface. Multiple runs of conduits must be supported on trapeze type hangers with fiberglass horizontal members and fiberglass treaded hanger rods. The rods must be not less than 3/8-inch diameter.
- G. Conduit hangers must be attached to structural steel by means of non-metallic beam or channel clamps. Where attached to concrete surfaces, concrete inserts of the spot type must be provided.
- H. All conduits on exposed work must be run at right angles to and parallel with the surrounding wall and must conform to the form of the ceiling. No diagonal runs will be allowed. Bends in parallel conduit runs must be concentric. All conduits must be run perfectly straight and true.
- I. No broken run must exceed 300 feet in length. This length must be reduced by 75 feet for each 90-degree elbow.
- J. Conduit terminating in boxes must have sealing double lock-nuts and insulating bushings.

ITB # 22-124

SECTION 26110 (CONT'D)

RACEWAYS AND FITTINGS

- K. Conduit terminating in gasketed enclosures must be terminated with sealing conduit hubs.
- L. Conduit wall seals must be used for all conduits penetrating walls below grade or other locations shown on the Drawings.
- M. Liquidtight flexible metal conduit must be used for all motor terminations and other outdoor equipment where vibration is present.
- N. Flexible couplings must be used in hazardous locations for all motor termination and other equipment where vibration is present.
- O. Expansion fittings must be installed in the following cases: In each conduit run wherever it crosses an expansion joint in the concrete building structure; in each conduit run which is mechanically attached to separate structures to relieve strain caused by shift on one structure in relation to the other; in straight conduit runs above ground which is more than one hundred feet long and interval between expansion fittings in such a run must not be greater than 25 feet.
- P. Provide and install pull boxes, junction boxes, fire barrier at fire rated walls, etc., as required by NEC Article 300, whether shown on drawings or not.
- Q. Paint all field cut thread on rigid steel conduit with zinc rich sealant. Paint all field cuts on metallic channel or Unistrut.
- R. Raceways which do not have conductors furnished under this division of specification must be left with an approved nylon pullcord in the raceway.
- S. Grounding conductor must be included in total conduit fill determining conduit sizes, even though not included or shown on drawings. Grounding conductors run with feeders must be bonded to portions of conduit that are metal by approved ground bushings.

END OF SECTION

**CITRUS COUNTY, FLORIDA
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

ITB # 22-124

**C.R. 491 ROADWAY IMPROVEMENTS
FROM AUDUBON PARK PATH to HORACE ALLEN ST.**

SECTION 26120

WIRES AND CABLES

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. Furnish, install and test all wire, cable and appurtenances as shown on the Drawings and as hereinafter specified for the liftstation.

B. General Design:

1. Wire for all power feeder and motor circuits must be type THWN, stranded.
2. Single conductor wire for control, indication and metering must be type XLP No. 14 AWG, tinned copper stranded.
3. Multi-conductor control cable must be No. 14 AWG, stranded tinned copper.
4. Wire for process instrumentation must be No. 16 AWG, tinned stranded copper.
5. Except for control and signal leads, no conductor smaller than No. 12 AWG must be used.

1.02 QUALITY ASSURANCE

A. Standards:

1. Insulated Cable Engineers Association (ICEA).
2. Underwriters Laboratories, Inc. (U.L.)
3. American Society for Testing and Materials (ASTM)

ITB # 22-124

SECTION 26120 (CONT'D)

WIRES AND CABLES

B. Manufacturers:

1. 600 volt wire and cable.
 - a. Hi-Tech Cable Corp.
 - b. Collyer Insulated Wire Co.
 - c. Okonite Co.
 - d. Rome Cable Co.
 - e. American Insulated Wire Corp.
 - f. Triangle PWC, Inc.. Or equal
2. Instrumentation and Control Cable:
 - a. American Insulated Wire Corp.
 - b. Rome Cable Corp.
 - c. Okonite Co.
 - d. Eaton Corp. "Polyset".
 - e. Triangle PWC, Inc.
 - f. Or Equal.

1.03 SUBMITTALS

A. Materials and Shop Drawings:

1. The requirements of Section 01001 must be met.

1.04 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. All conductors must be carefully handled to avoid kinks or damage to the insulation.
- B. All conductors stored outdoors must be covered.
- C. All conductors must be protected for moisture during installation.

PART 2 - PRODUCTS

2.01 GENERAL

- A. Wires and cables must be of annealed, 98 percent conductivity, soft drawn copper conductors.
- B. All conductors must be stranded except lighting and receptacle circuits.

2.02 MATERIALS

- A. 600 Volt Wire and Cable:

SECTION 26120 (CONT'D)

WIRES AND CABLES

1. Type THWN PVC insulation with nylon jacket, uncoated copper, stranded, surface print, UL-83, 1063 and 758.

B. Instrumentation and Control Cable:

1. Process instrumentation wire must be twisted pair, 600 volt, cross linked polyethylene insulated, aluminum tape shielded, polyvinyl chloride jacketed, tinned copper, type "XLP". Multi-conductor cables with individually shielded twisted pairs must be installed where indicated. Stranded tinned copper conductors.
2. Multi-conductor control cable must be tinned stranded copper, 600 volt, cross-linked polyethylene insulated with PVC jacket, tinned copper, type "XLP".

C. Terminations and Splices:

1. Unless otherwise indicated on the plans, no splices may be made in the cables without prior approval of the Engineer. Where splicing is approved, the splicing material must be as recommended and approved by the cable manufacturer.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. All conductors must be carefully handled to avoid kinks or damage to insulation.
- B. Lubrications must be used to facilitate wire pulling. Lubricants must be U.L. listed for use with the insulation specified.
- C. Shielded instrumentation wire must be installed from terminal to terminal with no splicing at any intermediate point.
- D. Shielded instrumentation wire must be installed in rigid steel conduit and pull boxes that contain only shielded instrumentation wire. Instrumentation cables must be separated from control cables in manholes.
- E. Shielding on instrumentation wire must be grounded at one end only as directed by the supplier of the instrument.
- F. Wire and cable connections to terminals, splices, and taps must be made with compression connectors. Connections of insulated conductors must be insulated and covered. All connections must be made using materials and installation methods in accordance with instructions and recommendations of the manufacturer of the particular item of wire and cable. The conductivity of all completed connections must not be less than that of the uncut conductor. The

ITB # 22-124

SECTION 26120 (CONT'D)

WIRES AND CABLES

insulation resistance of all completed connections of insulated conductors must be not less than that of the uncut conductor.

- G. All wire and cable must be continuous and without splices between points of connection to equipment terminals, except a splice will be permitted by the Engineer if the length required between the points of connection exceeds the greatest standard shipping length available from the manufacturer specified or as approved by the Engineer.
- H. Installed, unapproved wire must be removed and replaced at no additional cost to the Owner.
- I. Remove debris and moisture from the conduits, boxes, and cabinets prior to cable installation and mandrel with device of one size smaller than conduit and mandrel with wire brush one size larger than conduit.

3.02 TESTS

- A. All 600-volt wire insulation must be tested with a megohm meter after installation. Tests must be made at not less than 1000-VDC. A cable test data form must be provided for Engineer review.
- B. All service conductors must be tested as in Paragraph A above. These tests must be witnessed by the Engineer.

END OF SECTION

**CITRUS COUNTY, FLORIDA
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

ITB # 22-124

**C.R. 491 ROADWAY IMPROVEMENTS
FROM AUDUBON PARK PATH to HORACE ALLEN ST.**

SECTION 26130

BOXES

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work

1. Furnish and install all junction boxes, pull boxes, service entrance boxes and for a complete raceway system as shown on the Drawings and as specified herein.

B. General Design

1. Unless otherwise hereinafter specified or shown on the Drawings, all boxes and fasteners must be type NEMA 4X, 316-stainless steel.
2. All boxes in air conditioning plenums above ceilings must be pressed steel.
3. All boxes that do not receive devices are to have blank plates installed matching wiring device plates.

1.02 QUALITY ASSURANCE

A. Standards

1. Underwriters Laboratories, Inc. (U.L.)
2. Federal Specifications
3. American Society for Testing and Material, (ASTM)

B. Manufacturers

1. Hoffman, Type CHNFSS
2. Or Equal

1.03 SUBMITTALS

A. Materials and Shop Drawings

1. See Section 26050 - General Provisions.

ITB # 22-124

SECTION 26130 (CONT'D)

BOXES

1.04 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Boxes and fittings must be stored indoors protected from damage.

1.05 WARRANTY AND GUARANTIES

- A. All boxes and fittings must be warranted against defects or failure for a period of one year from date of acceptance.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Boxes must be constructed as follows:
 - 1. 14-gauge 316L stainless steel.
 - 2. Continuously welded and ground smooth, no holes or knockouts.
 - 3. Seamless foam in-place gasket, watertight, dust-tight.
 - 4. Stainless steel screws and clamps.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. All boxes must be supported away from surfaces.
- B. All boxes must be sized per the National Electrical Code (NEC)
- C. All conduit entries into boxes must not lower or change the NEMA rating of the box.

END OF SECTION

**CITRUS COUNTY, FLORIDA
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

ITB # 22-124

**C.R. 491 ROADWAY IMPROVEMENTS
FROM AUDUBON PARK PATH to HORACE ALLEN ST.
SECTION 26140**

WIRING DEVICES

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. Furnish and install wiring devices and all necessary accessories and appurtenances required as hereinafter specified and shown on the Drawings.
2. Wiring devices must include the following:
 - a. Wall Switches
 - b. Device Plates
 - c. Plugs
 - d. Receptacles
 - e. Control Stations
 - f. Ground Fault Interrupter Receptacles

1.02 QUALITY ASSURANCE

A. Standards:

1. Underwriters Laboratories Inc. (UL).
2. National Electric Manufacturers Association (NEMA).
3. National Electrical Code (NEC).

B. Manufacturers:

1. Wall switches, device plates, plugs, and receptacles as follows:
 - a. Arrow-Hart
 - b. Bryant
 - c. Hubbell
 - d. Leviton
 - e. **or Equal**

**CITRUS COUNTY, FLORIDA
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

ITB # 22-124

**C.R. 491 ROADWAY IMPROVEMENTS
FROM AUDUBON PARK PATH to HORACE ALLEN ST.**

SECTION 26160

PANELBOARDS

1.03 SUBMITTALS

A. Material and Shop Drawings:

1. Submit material list and catalog cut sheets for all items covered under this section. Indicate type, ratings, material, color, and manufacturer.

1.04 PRODUCT DELIVERY, STORAGE AND HANDLING

- A.** All devices covered under this Section must be stored indoors, protected from damage.

PART 2 - PRODUCTS

2.01 MATERIALS

A. Switches:

1. Wall switches must be of the indicating, toggle action, flush mounting quiet type. All switches must conform to Federal Specification W-S-896-D.
2. Wall switches must be of the following types and manufacturer or equal. Any reference to a specific figure number of a specific manufacturer is for the

**CITRUS COUNTY, FLORIDA
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

ITB # 22-124

**C.R. 491 ROADWAY IMPROVEMENTS
FROM AUDUBON PARK PATH to HORACE ALLEN ST.**

SECTION 26160

PANELBOARDS

purpose of establishing a type and quality of product and must not be considered as proprietary.

- a. Single pole - Arrow-Hart, Catalog No. 1991.
- b. Double pole - Arrow-Hart, Catalog No. 1992.
- c. Three way - Arrow-Hart, Catalog No. 1993.
- d. Four way - Arrow-Hart, Catalog No. 1994.
- e. Single pole, key operated - Arrow-Hart Catalog No.1991-L.
- f. Momentary contact, 2 circuit, center off - Arrow-Hart, Catalog No. 1895.
- g. Weatherproof cover for Arrow-Hart 2900 series tap action switches - Arrow-Hart Catalog No. 2881-G.

B. Receptacles:

- 1. Wall receptacles must be of the following types and manufacturer or equal.
 - a. Single, 20A, 125V, 1P, 3W; Arrow-Hart, Catalog No 5351.
 - b. Duplex, 20A, 125V, 2P, 3W; Arrow-Hart, Catalog No. 5352.
 - c. Weatherproof, 20A, 125V, 2P, 3W; Arrow-Hart, Catalog No. 5351 and WLRD-1 cover.
 - d. Corrosion-resistant, duplex, 20A, 1 25V, 2P, 3W; Arrow-Hart, Catalog No. 5351 and WLRD-I cover.
 - e. 60A, 480V, 3P, 2W; weatherproof receptacle must be Crouse-Hinds Catalog No. ARE6324 with Crouse-Hinds Catalog No. APJ 6385 plug.
 - f. Ground fault interrupter, duplex, 20A, 125V, 3P, 2W; Arrow-Hart Catalog No. GF5342.
 - g. Stainless steel indoor mounting plate for G.F.I. receptacle; Arrow-Hart Catalog No. 97061.

**CITRUS COUNTY, FLORIDA
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

ITB # 22-124

**C.R. 491 ROADWAY IMPROVEMENTS
FROM AUDUBON PARK PATH to HORACE ALLEN ST.**

SECTION 26160

PANELBOARDS

- h. Weatherproof cover for G.F.I. receptacle in FS box; Arrow-Hart Catalog No. 4501-FS.
 - i. Single, 20A, 125V, 2P, 3W; Arrow-Hart Catalog No. 8510BL; cover: Arrow-Hart Catalog No. 9301C indoor, 7420C weatherproof.
 - j. Single, 30A, 125V, 2P, 3W; Arrow-Hart Catalog No. 5716N; cover: Arrow-Hart Catalog No. 9301C indoor, 7420C weatherproof.
- C. Device Plates:
- 1. Plates for flush mounted devices must be of the required number of gangs for the application involved and must be 302 (18-8) high nickel stainless steel of the same manufacturer as the device.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Receptacles in process areas and shops must be mounted 36 inches above the floor unless otherwise noted on the Drawings.
- B. Receptacles in office and other like areas must be mounted 18 inches above the floor unless otherwise noted on the Drawings.
- C. Use bolt, screws, nuts and other threaded devices having standard threads and heads so they may be installed and replaced without special tools.
- D. Check light switch locations before rough-in to avoid installing a switch behind the door swing.
- E. The Engineer and Owner reserve the right to change any switch or receptacle location within the same room, without added cost prior to rough-in.
- F. Locate outlets intended for the supply of specific items such as water coolers, copying machines, fans, etc., as recommended by the item manufacturer.

END OF SECTION

**CITRUS COUNTY, FLORIDA
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

ITB # 22-124

**C.R. 491 ROADWAY IMPROVEMENTS
FROM AUDUBON PARK PATH to HORACE ALLEN ST.**

SECTION 26160

PANELBOARDS

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. Furnish all labor, materials, equipment and incidentals required and install all panelboards as hereinafter specified and as shown on the Drawings.

1.02 QUALITY ASSURANCE

A. Standards:

1. Panelboards must be in accordance with the Underwriter Laboratories, Inc. "Standard for Panelboards" and "Standard for Cabinets and Boxes" and must be so labeled where procedures exist. Panelboards must also comply with NEMA Standard for Panelboards and the National Electrical Code.

B. Manufacturer (NEMA 1):

1. 120/240V, single phase, 3 wire, and 120/208V three phase, 4-wire panelboards must be as manufactured by the Square D Co., or. Cutler/Hammer
2. 480V, three phase, 3-wire panelboards must be as manufactured by the, Square D Co., I-Line or. Cutler/Hammer

C. Manufacturer (NEMA 3 and 12):

1. NEMA 3 and 12 panelboards must be type NLP as manufactured by the Crouse-Hinds Company or equal.

SECTION 26160 (CONT'D)

PANELBOARDS

1.03 SUBMITTALS

A. Materials and Shop Drawings:

1. See Section 26050 General Provisions.

PART 2 - PRODUCTS

2.01 RATING

- A. Panelboard ratings must be as shown on the Drawings. All panelboards must be rated for the intended voltage.

2.02 CONSTRUCTION AREA (NEMA 1)

A. Interiors:

1. All interiors must be completely factory assembled with circuit breakers, wire connectors, etc. All wire connectors, except screw terminals, must be of the anti-turn solderless type and all must be suitable for copper or aluminum wire of the sizes indicated.
2. Interiors must be so designed that circuit breakers can be replaced without disturbing adjacent units and without removing the main bus connectors and must be so designed that circuits may be changed without machining, drilling or tapping.
3. Branch circuits must be arranged using double row construction except when narrow column panels are indicated. Branch circuits must be numbered by the manufacturer.
4. A nameplate must be provided listing panel type, number of circuit breakers, ratings and source.

B. Buses:

1. Bus bars for the mains must be of tin-plated copper. Full size neutral bars must be included. Bus bar taps for panels with single pole circuit devices must be arranged for sequence phasing of the branch circuit devices. Bussing must be braced throughout to conform to industry standard practice governing short circuit stresses in panelboards. Phase bussing must be full height without reduction. Cross connectors must be copper.

ITB # 22-124

SECTION 26160 (CONT'D)

PANELBOARDS

2. Neutral bussing must have a suitable lug for each outgoing feeder requiring a neutral connection.
3. Spaces for future circuit breakers must be bussed for the maximum device that can be fitted into them.

C. Boxes:

1. Recessed boxes must be made from galvanized code gauge steel without multiple knockouts. Surface mounted boxes must be painted to match the trim. Boxes must be of sufficient size to provide a minimum gutter space of 4 inches on all sides.
2. Surface mounted boxes must have an internal and external finish as hereinafter specified in Paragraph D4.
3. At least 4 interior mounting studs must be provided.
4. All conduit entrances must be field punched.

D. Trim:

1. Hinged doors covering all circuit breaker handles must be included in all panel trims.
2. Doors must have semi flush type cylinder lock and catch, except that doors over 48 inches in height must have a vault handle and 3-point catch, complete with lock, arranged to fasten door at top, bottom and center. Door hinges must be concealed. Two keys must be supplied for each lock. All locks must be keyed alike; directory frame and card having a transparent cover must be furnished on each door.
3. The trims must be fabricated from code gauge sheet steel.
4. All exterior and interior steel surfaces of the panelboard must be properly cleaned and finished with ANSI Z55.1, No. 61 light gray paint over a rust-inhibiting phosphatized coating. The finish paint must be of a type to which field applied paint will adhere.
5. Trims for flush panels must overlap the box by at least 3/4 inch all around. Surface trims must have the same width and height as the box. Trims must be fastened with quarter turn clamps.

ITB # 22-124

SECTION 26160 (CONT'D)

PANELBOARDS

2.03 CIRCUIT BREAKERS

- A. Panelboards must be equipped with circuit breakers with frame size and trip settings as shown on the Drawings.
- B. Circuit breakers must be molded case, bolt-in type, for NEMA 1.
- C. Circuit breakers used in 120/240 and 120/208V panelboards must have an interrupting capacity of not less than 22,000 amperes, RMS symmetrical.
- D. Three pole breakers used in 480V panelboards must have an interrupting capacity of not less than 25,000 - amperes, RMS symmetrical.
- E. GFCI:
 - 1. GFCI (ground fault circuit interrupter) must be provided for circuits where indicated on the Drawings. GFCI units must be 1 pole, 120 volt, molded case, bolt-on breakers, incorporating a solid state ground fault interrupter circuit insulated and isolated from the breaker mechanism. The unit must be U.L. listed Class A Group I device (5 milliamp sensitivity, 25 millisecond trip time), and in interrupting capacity of 10000 amperes RMS.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Boxes for surface mounted panelboards must be mounted so there is at least 1/2 inch air space between the box and the wall.
- B. Unless otherwise noted on the Drawings, top of cabinets must be mounted 6-feet 0-inch above the floor, properly aligned and adequately supported independently of the connecting raceways.
- C. All wiring in panelboards must be neatly formed, grouped, laced and identified to provide a neat and orderly appearance. A typewritten directory card identifying all circuits must be placed in the card holder inside the front cover.

END OF SECTION

**CITRUS COUNTY, FLORIDA
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

ITB # 22-124

**C.R. 491 ROADWAY IMPROVEMENTS
FROM AUDUBON PARK PATH to HORACE ALLEN ST.**

SECTION 26190

SUPPORTING DEVICES

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work

1. Furnish and install all supports, hangers and inserts required to mount fixtures, conduit, pull boxes, control panels and other equipment as outlined under General Provision Section 16050 and the Drawings.

B. Related Work Described Elsewhere:

1. General Provision: Section 26050.
2. Raceways: Section 26110.
3. Lighting: Section 26500.
4. Boxes Section 26130.

C. General Design

1. All items must be supported from the structural portion of the building. Supports and hangers must be of a type approved by Underwriters' Laboratories. Wire must not be used as a support. Boxes and conduit must not be supported or fastened to ceiling suspension wires or to ceiling channels.
2. All items must be supported from structure or grade by 304 stainless steel flanging systems. All nuts, bolts, springs and washers must be stainless steel.

1.02 QUALITY ASSURANCE

A. Manufacturer's qualifications:

1. The manufacturer must not have had less than 10 years' experience in manufacturing Strut Systems.
2. The manufacturer must certify in writing all components supplied have been produced in accordance with an established quality assurance program.

B. Installer's qualifications:

**CITRUS COUNTY, FLORIDA
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

ITB # 22-124

**C.R. 491 ROADWAY IMPROVEMENTS
FROM AUDUBON PARK PATH to HORACE ALLEN ST.**

SECTION 26190

SUPPORTING DEVICES

1. Installer must be a Unistrut trained manufacturer's authorized representative/installer with not less than 5 years' experience in the installation of Strut Systems of this size and conformation.
 2. All Strut System components must be supplied by a single manufacturer.
- C. Standards:
1. Work must meet the requirements of the following standards:
 - a. Federal, State and Local codes.
 - b. American Society for Testing and Materials ASTM A 240 (Type 304)
 - c. American Society for Testing and Materials (ASTM) B783
- D. Manufacturers:
1. Unistrut
 2. Or equal

PART 2 - PRODUCTS

2.01 MATERIALS

- A. All channels, sintered nuts and fittings must be constructed of 316 stainless steel.

PART 3 - EXECUTION

3.01 GENERAL

- A. The installer must inspect the work area prior to installation. If work area conditions are unsatisfactory, installation must not proceed until satisfactory corrections are completed.
- B. Set strut system components into final position true to line, level and plumb, in accordance with approved shop drawings.
- C. Anchor material firmly in place. Tighten all connections to their recommended torques.

**CITRUS COUNTY, FLORIDA
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

ITB # 22-124

**C.R. 491 ROADWAY IMPROVEMENTS
FROM AUDUBON PARK PATH to HORACE ALLEN ST.**

SECTION 26190

SUPPORTING DEVICES

- D. Upon completion of this section of work, remove all protective wraps and debris. Repair any damage due to installation of this section of work.
- E. During installation, it must be the responsibility of the installer to protect this work from damage. All ends of framing strut must include a rubber boot.

END OF SECTION

**CITRUS COUNTY, FLORIDA
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

ITB # 22-124

**C.R. 491 ROADWAY IMPROVEMENTS
FROM AUDUBON PARK PATH to HORACE ALLEN ST.**

SECTION 26370

VARIABLE SPEED DRIVES

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work

1. Furnish variable frequency drives including all appurtenances required and specified herein.
2. All equipment and accessories must have approved manufacturer's shop drawings and must be tested in conformance with these Performance Specifications prior to acceptance and final payment by the Owner.

1.02 QUALITY ASSURANCE

A. Variable speed drives must be sufficient size for the duty to be performed and must not exceed their full-rated capacity when the driven equipment is operating as specified. Variable speed drives driving pumps must not be overloaded under any operating condition of the pump.

B. Standards

1. National Electrical Manufacturers Association (NEMA).
2. Institute of Electrical and Electronics Engineers, Inc. (IEEE).
3. American National Standards Institute (ANSI).
4. National Electric Code (NEC).
5. European Union Basic EMC EN50081-1, Electromagnetic Compatibility Generic Emission Standard - Part 1: Residential, Commercial and Light Industrial. Standard EN50081-2, Electromagnetic Compatibility Generic Emission Standard - Part 2: Industry

C. The controller must be subject to, but not limited to, the following quality assurance controls, procedures, and tests:

1. Power transistors, SCRs and diodes must be tested to ensure correct function and highest reliability.
2. All printed circuit boards must be tested at 50 degree C for 50 hours. The VFD manufacturer must provide certification that the tests have been completed.

SECTION 26370 (CONT'D)

VARIABLE SPEED DRIVES

3. Every controller will be functionally tested with a motor to ensure that if the drive is started up according to the instruction manual provided, the unit will run properly.
4. The VFD systems must be fabricated by the same VFD manufacturer; parties other than the VFD manufacturer must not fabricate items in whole or in part. Third party distributor or packaged modifications to a standard product will not be allowed.
5. The VFD must be fully designed and manufactured in the United States of America.

D. Approved Manufacturers:

1. ABB
2. Square-D
3. Yaskawa

1.03

DRIVE MANUFACTURES'S RESPONSIBILITIES

- A. The VFD manufacturer must be responsible for the installation, testing and start-up of each drive.
- B. The VFD manufacturer must be responsible for the coordination of the drive with their respective motor specified in other Section(s) of this specification.
- C. The VFD manufacturer must be, at no additional cost to the Owner, responsible for mitigating all harmonic, and/or all RF and/or EMI and/or any electrical and mechanical type noise created by the drive which adversely affects the proper operation of any and all electronic and/or electrical power and/or mechanical devices on this project.
- D. The VFD manufacturer must provide input and/or output filters and/or other accessories on each drive to mitigate the voltage transient to a limit which is

SECTION 26370 (CONT'D)

VARIABLE SPEED DRIVES

not detrimental to the motor winding regardless of the motor lead length and/or type of conduit.

- E. The VFD manufacturer must be responsible for all additional cost related to the installation, including all materials, and labor of the drive that is above and beyond the scope of work shown on the drawings and specification.
- F. The VFD manufacturer must pay for all engineering fees and Owner costs related to the services required by the Consultant and Owner to assist in the mitigation of VFD related problems.

1.04 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Equipment must be always maintained in an upright position. Lifting must be only at the floor sills or the top mounted lifting angles.
- B. Equipment must be always protected against damage. Any damage to the paint must be carefully repaired using touch-up paint furnished by the VFD Manufacturer.
- C. Each box or package must be properly marked to show its net weight in addition to its contents.

1.05 SUBMITTALS

- A. Submit detailed drawings concerning each drive and all components including:
 - 1. Provide cabinet assembly and layout drawings to scale.
 - 2. Provide fabrication specifications with materials of construction of all components.
 - 3. Point-to-point wiring diagrams depicting wiring within the panel and connection to external devices. Freehand drawings are unacceptable.
 - 4. Catalog cut-sheet on all panel components with manufacturer's complete model number.
- B. Data sheet and drawings must be provided with an index and proper identification and cross-referencing. Each drive must be submitted in its entirety.

PART 2 - PRODUCTS

2.01 VARIABLE FREQUENCY ADJUSTABLE SPEED DRIVES (VARIABLE TORQUE, PWM)

- A General

ITB # 22-124

SECTION 26370 (CONT'D)

VARIABLE SPEED DRIVES

1. The inverter drive will be powered from a 460 Volt, three-phase, 60 HZ bus, with maximum voltage variation of $\pm 10\%$ and maximum frequency fluctuation of $\pm 2\text{HZ}$. The VFD must be capable of operation on a system with 5% Total Harmonic Distortion (THD) present. The VFD output voltage will be varied proportionally to the output frequency to maintain a constant V/Hz up to the nominal 60-hertz. Above 60 hertz, the output voltage must be constant.
2. The drive must be suitable for operating standard NEMA Design B motors. The drive must be a design consisting of an input phase shifting isolation device and input full-wave triple diode bridge rectifiers to convert incoming fixed voltage/frequency to a fixed DC voltage. This will minimize the generation of harmonics and electrical noise back into the line providing a displacement power factor of 0.95. The adjustable speed drive system must also include a filter network and a transistorized inverter section. The Drive manufacturer will also manufacture the Transistors used in the inverter section of the drive. The output will be a sinusoidal wave, pulse width modulated (PWM) voltage waveform for reduced harmonic heating in the motor. Each drive must include diode rectifiers as the standard input device.

B. Service Conditions

Input Power:	460VAC, $\pm 10\%$, 3 phase, 60 Hz, ± 2 Hz.
Ambient Temperature:	-10 to 40°C (14 to 104°F)
Storage Temperature:	-20 to 60°C (4 to 140°F)
Relative Humidity:	0 to 95% Non-Condensing
Vibration:	Acceleration at 0.5 G maximum (20-50 Hz). Amplitude at 0.1mm maximum (50-100 Hz).
Altitude:	0 to 3300 Ft
Motor Lead Length	100-150ft in aluminum conduit

- C. The drive must be capable of 100% full load continuous output with 115% overload rating for one hundred ten (110) seconds.
- D. In the event of a sustained power loss, the control must shut down safely without component failure. Upon return of utility power, the system must be capable of automatically returning to normal operation. In the event of a momentary power loss, the control must shut down safely without component failure. Upon return of power, the system must automatically return to normal

SECTION 26370 (CONT'D)

VARIABLE SPEED DRIVES

operation. The drive must be capable of starting into a rotating motor in either direction.

E. Minimum drive efficiency for NEMA 1 assemblies: 97% or better at motor base speed and rated torque. Losses must include all control power and cooling system losses associated with the drive

F. Displacement power factor: 95 percent or higher throughout the entire operating speed range, measured at drive input terminals.

G. Output frequency drift: No more than $\pm 0.5\%$ of maximum frequency.

H. Power transistors to be Insulated Gate Bipolar Transistors (IGBT's) with a PIV rating of 1200 volts minimum.

2.02

CONSTRUCTION

A. Each drive must be designed for stand-alone operation. Multiple drive units must not utilize shared components. The drive must be housed in a free standing, front accessible, general-purpose indoor enclosure rated NEMA 1. Cabinets must be single or multi-bay, sheet steel with hinged doors. Doors will have concealed hinges with lockable through-the-door handle operator mechanism.

B. Provisions must be made for top or bottom entry/exit of incoming line power cables, outgoing load cables and control wiring.

C. Each VFD must have a molded case, circuit breaker type main power disconnect switch, with an external operating handle. The circuit breaker must have a minimum short circuit rating of 65,000 amperes RMS

ITB # 22-124

SECTION 26370 (CONT'D)

VARIABLE SPEED DRIVES

symmetrical interrupting capacity and must be labeled in accordance with UL Standard 489.

- D. The following safety features must be standard on all drives:
 - 1. Provisions to padlock main disconnect handle in the "OFF" position.
 - 2. Mechanical interlock to prevent opening cabinet door with disconnect in the "ON" position or moving disconnect to the "ON" position while the unit door is open.
 - 3. Auxiliary contact on main disconnect to isolate control when fed from external source.
 - 4. Barriers and warning signs on terminals that are energized with the power disconnect "OFF".
- E. The drive manufacturer will also manufacture the Insulated Gate Bipolar Transistors used in the inverter section of the drive. Additionally, the

SECTION 26370 (CONT'D)

VARIABLE SPEED DRIVES

manufacturer will have a minimum of 5 years' experience in Integrated Bipolar Transistor technology.

2.03 CONTROL WIRING

- A. Wiring: 600-volt, stranded copper. 90 degrees C color-coded insulation, minimum size No. 16 AWG (120VAC control power only).
- B. Identification and termination: Crimp type wire lugs with sleeve type markers at each termination point. Provide numbered terminal blocks for external connections.
- C. Control power: Provide a 120VAC, fused, control power transformer for cooling fans and external control circuits when required. All control circuits must be isolated from power circuits.

2.04 OPERATOR INTERFACE

- A. Provide a door-mounted digital keypad/display, capable of controlling the drive and setting the drive parameters. The digital display will have a 7-segment, 4-column LED that will normally display:
 - 1. Frequency in Hertz
 - 2. Control mode - manual or automatic
 - 3. Display of drive's set output frequency.
 - 4. Output voltage in percentage of VFD's output voltage.
 - 5. Output current in percentage of VFD's output current. Automatically adjusted if the electronic overload is adjusted.
- B. The digital keypad must allow operators to enter exact numerical settings in English engineering units. A user menu must be provided as a guide to parameter settings. These parameters must be adjustable for specific project application requirements on site. All setup operations and adjustments will be digital, stored in non-volatile (EEPROM) memory. No analog or potentiometer adjustments will be allowed. The variables stored in EEPROM must be transferable to new and spare boards. As a standard feature, these variables

SECTION 26370 (CONT'D)

VARIABLE SPEED DRIVES

must be protected from unauthorized tampering, revision, or adjustment by a personal lockout code.

- C. The digital keypad must have 11 keys to provide easy programming of the drive. These keys must include:
1. Up and Down arrow keys to increase or decrease output frequency or data values.
 2. Manual/Off/Auto keys for selection of control mode.
 3. Run and Stop keys for starting and stopping in the manual mode.
 4. Fault clear/reset key for quick reset of fault conditions.
 5. Program key to enter the program mode and adjust parameters.
 6. Read/Write key for changing parameters in the program mode.
 7. Quick setup key that allows access to setup parameters only and will return to the frequency mode after all parameters have been stepped through.

2.05

OPERATIONS AND FEATURES

- A. Make provisions for field adjustment of the following parameters through the digital keypad:
1. Current limit and torque boost.
 2. Maximum voltage level.
 3. Minimum/Maximum speed, Volts/Hertz, Upper and Lower Limit.
 4. Independently adjustable acceleration and deceleration rates.
 5. Electronic thermal overload.
 6. Coast, controlled ramp or DC injection selectable modes of stopping.
 7. PID setpoint control selection (field selectable).
- B. Make provisions to accept a remote dry contact closure to start and stop the drive(s) while in the Auto mode from the drive control system.
- C. Make provisions to accept an isolated analog input speed reference of 4-20mA and be adjustable via the digital keypad. Bias and gain must be provided.
- D. The 4-20mA analog input speed reference signal will be galvanically isolated. Calibration adjustments must be provided within the speed ranges specified in Paragraph 2.01.C.
- E. Provide the following short circuit and input protective features:
1. High speed current limiting fuses rated 200,000 AIC, specifically designed for solid state applications.
 2. Solid state instantaneous overcurrent trip set at 180%.

ITB # 22-124

SECTION 26370 (CONT'D)

VARIABLE SPEED DRIVES

3. Undervoltage protection with automatic restart.
- F. Provide the following internal protective features.
 1. Transient surge protection using metal oxide varistors (MOV's).
 2. Transistor overtemperature and overcurrent protection.
 3. Current limit comparator circuit to automatically phase back the output current and frequency to prevent excessive currents from damaging motor insulation.
 4. DC bus fuse protection.
5. DC bus overvoltage trip.
- G. Provide the following output protective features.
 1. Inverse time motor overload protection. Adjustable from 10% to 100%.
 2. Static overspeed protection.
 3. Stall protection on overload with inverse time overcurrent trip. Current limit must be adjustable from 10% to 120%.
 4. Protection against opening or shorting of motor leads.
 5. Critical frequency avoidance circuit. Three set points selectable from 0 to maximum frequency. Bandwidth of set points to be adjustable from 0-30HZ.
- H. For test purposes, it must be possible to run the drive with no load (the motor is disconnected from the drive output).
- G. Provide the following additional control features.
 1. Input reactor
 2. Motor long lead filter, mounted in drive cabinet

2.06 DIAGNOSTIC AND FAULT CAPABILITY

- A. The following conditions must cause an orderly drive shutdown and lockout.
 1. Overcurrent at start-up.
 2. Instantaneous overcurrent.
 3. Overtemperature of VFD or external fault.
 4. Ground Fault.
 5. Blown input fuse.
 6. Control Power supply failure.

2.07 FACTORY TESTS:

- A. The drives will be completely assembled, wired, and tested in Houston, Texas. The following tests will be performed:

ITB # 22-124

SECTION 26370 (CONT'D)

VARIABLE SPEED DRIVES

1. Upon completion of manufacture and assembly, the drives must be subjected to a complete factory test to demonstrate compliance with specified features and characteristics. The purchaser at his option must be able to witness factory testing of his unit, with factory coordination.
2. The testing procedure must be the manufacturer's standard procedure to assure maintenance free service. The buyer must be given a 5-day notice prior to the start of factory testing for the buyer's representative to witness the testing.
3. All equipment, devices, instrumentation, and personnel required to perform the factory tests must be supplied by the manufacturer. Upon satisfactory completion of the test, the seller must upon request submit two (2) certified copies of the test report to the buyer. Component failure during testing will require repeating any test associated with the failure or modified components to demonstrate proper operation.

2.08 SERVICE

- A. The drive manufacturer must guarantee the operation of the drive against failure due to defects for 18 months after shipment or 12 months of service, whichever comes first.
- B. The drive manufacturer must supply a recommended list of spare parts and pricing.
- C. The drive manufacturer must provide installation services to assist the Contractor in the proper installation of each drive.

PART 3 - EXECUTION

3.01 INSTALLATION BY ELECTRICAL CONTRACTOR

- A. Field wiring must be per manufacturer's recommendation.
- B. The manufacturer must include in his bid one (1) normal workday per drive of a qualified service engineer's time. This time will be used to ensure proper

ITB # 22-124

SECTION 26370 (CONT'D)

VARIABLE SPEED DRIVES

connection and functioning of the equipment prior to startup and to train Owner personnel in the use of the equipment.

3.03 INSPECTION AND TESTING

- A. The drive manufacturer must test the drive controller with a motor load prior to shipment.
- B. The drive manufacturer must furnish a certified field test report demonstrating installed compliance for voltage and current distortion at the required point of common coupling under both utility power and generator power.
- C. A copy of all tests and checks performed in the field, complete with meter readings and recordings, where applicable, must be submitted to the Owner.

END OF SECTION

**CITRUS COUNTY, FLORIDA
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

ITB # 22-124

**C.R. 491 ROADWAY IMPROVEMENTS
FROM AUDUBON PARK PATH to HORACE ALLEN ST.**

SECTION 26402

UNDERGROUND SYSTEM

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work

1. Furnish and install a complete underground system of ducts, manholes and handholes all as hereinafter specified and shown on the Drawings.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Ducts must be polyvinyl chloride encased in concrete as indicated on the plans.
- B. Cable racks, supports, pulling-in irons, manhole steps, and hardware must be galvanized steel manufactured by Cope or equal.
- C. Precast manholes and handholes must be heavy duty type, designed for a Class H20 wheel load. Precast manholes and handholes must be as manufactured by Brooks Products Co.
- D. Handhole covers and frames must be as shown on the Drawings.
- E. Fireproofing tape must be Irvington No. 7700 or be an approved equal product.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Ducts must be installed to drain away from buildings; ducts between manholes or handholes must drain toward the manholes or handholes. Duct slopes must not be less than 3 inches per 100 feet.
- B. All duct banks must be concrete encased.
- C. Duct lines must be laid in trenches on a clean backfill bedding not less than 6 inches thick and well graded.

ITB # 22-124

SECTION 26402 (CONT'D)

UNDERGROUND SYSTEM

- D. Plastic spacers must be used to hold ducts in place. Spacers must provide not less than 2-inch clearance between ducts.
- E. The minimum cover for duct lines must be 24 inches unless otherwise permitted by the Engineer.
- F. Duct entrances to buildings and structures must be made with steel conduit not less than 10 feet long.
- G. PVC duct termination at manholes must be with PVC end bells. Steel conduits must be terminated with insulated, grounding-type bushings.
- H. Where bends in ducts are required, long radius elbows, sweeps and offsets must be used.
- I. All ducts must be rodded, and a mandrel drawn through followed by a swab to clean out any obstructions which may cause cable abrasions. The mandrel must be 12 inches in length and the diameter 1/2 inch less than the inside diameter of the duct.
- J. Spare ducts must be plugged and sealed watertight at all manholes, buildings and structures.
- K. Ducts in use must be sealed watertight at all manholes, buildings and structures.
- L. Pulling-in irons must be installed opposite all duct entrances to manholes, equal to Cope Catalog No. 311-9.
- M. Cable racks must be similar and equal to Cope Catalog 324-T, cut to length for one, two, three or four vertical tiers of cables. Racks must be mounted with 1/2-inch by 4-inch expansion bolts on manhole walls. Arms similar and equal to Cope Catalog No. 325-T4, 325-T75 and/or 325-T10 for one, two and/or three cables, respectively, must be furnished and installed with Catalog No. 326-T22 porcelain insulators for support of cables. Lock clips must be furnished and installed to secure hooks in position.
- N. Cables must be trained in manholes and supported on racks and hooks at intervals not greater than 3 feet - 0 inches and supports must be installed on each side of all splices. Furnish inserts on all manhole walls for mounting future racks as well as racks required for present installation. Branch circuit conductors must not be run in manholes.
- P. Aluminum conduit must be used for risers.
- Q. All underground conduits must be given a heavy coat of bitumastic paint from a point 1 foot - 0 inches below grade to a point not less than 6 inches above grade or surface of slab.
- R. All joints must be made so as to prevent the passage of concrete inside the conduit to form obstructions or cause cable abrasions.

ITB # 22-124

SECTION 26402 (CONT'D)

UNDERGROUND SYSTEM

- S. Concrete monuments must be provided at each stubbed conduit location. Monuments must be as shown on the Drawings and must be installed in the same manner outlined for manhole covers.

END OF SECTION

**CITRUS COUNTY, FLORIDA
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

ITB # 22-124

**C.R. 491 ROADWAY IMPROVEMENTS
FROM AUDUBON PARK PATH to HORACE ALLEN ST.**

SECTION 26450

GROUNDING SYSTEM

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work

1. Furnish and install a complete grounding system in strict accordance with Article 250 of the National Electrical Code and as hereinafter specified and shown on the Drawings.

1.02 QUALITY ASSURANCE

A. Qualifications:

1. The equipment must be a product of manufacturers who are fully experienced, reputable, and qualified in the manufacture of the equipment to be furnished. The system components must be designed, constructed, delivered, and installed in accordance with the best practices and methods.

1.03 SUBMITTALS

A. Material and Shop Drawings:

1. Copies of all materials required to establish compliance with these specifications must be submitted in accordance with the provisions of the General Conditions. Submittals must include at least the following:
 - a. Certified shop drawings with performance data and physical characteristics.
 - b. Descriptive literature, bulletins, and/or catalogs of each item of equipment.
 - c. Complete wiring diagrams and schematics of all power and control systems showing wiring requirements between system and connections to work of other sections.

1.04 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Deliver a complete system ready to install as job progress requires.**

SECTION 26450 (CONT'D)

GROUNDING SYSTEM

PART 2 - PRODUCTS

2.01 GENERAL

A. The specifications are intended to give a general description of what is required, but do not cover all details which may vary in accordance with the exact requirements of the equipment as offered. They are, however, intended to cover the furnishings, delivery, installation and field testing of all materials, equipment and apparatus as required. Any additional auxiliary equipment necessary for the proper operation of the proposed installation not mentioned in these specifications or shown on the Drawings must be furnished and installed.

B. The material covered by these specifications is intended to be standard equipment of proven ability and as manufactured by reputable concerns having experience in the production of such equipment. The equipment furnished must be designed, constructed, and installed in accordance with best practice and methods and must operate satisfactorily when installed as shown on the Drawings.

2.02 MATERIALS AND EQUIPMENT

A. Ground rods: Ground rods must be copper clad steel 3/4-inch x 20 foot, minimum depth. Ground rods must be copper weld or equal.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. The 480-volt switchgear ground bus must be grounded to a ground loop system. The protecting conduits must be bonded to the grounding conductor at both ends.
- B. All steel building columns must be bonded together and connected to the building ground grid.
- C. Motors must be grounded as hereinafter specified.
- D. Lighting transformer neutrals must be grounded to the nearest grounding electrode.
- E. Grounding electrodes must be driven as required. Where rock is encountered, grounding plates may be used in lieu of grounding rods.
- F. All equipment enclosures, motor and transformer frames, conduits systems, cable armor, exposed structural steel and similar items must be grounded.
- G. Exposed connections must be made by means of approved grounding clamps. Exposed connections between different metals must be sealed with No-Oxide

ITB # 22-124

SECTION 26450 (CONT'D)

GROUNDING SYSTEM

Paint Grade A or equal. All buried connections must be made by welding process such as Cadweld or equal.

- H. For reasons of mechanical strength, grounding conductors must be No. 10 AWG minimum solid tinned copper, minimum size.
- I. All underground conductors must be laid slack and where exposed to mechanical injury, must be protected by pipes or other substantial guards. If guards are iron pipe or other magnetic material, conductors must be electrically connected to both ends of the guard.
- J. The Contractor must exercise care to ensure good ground continuity, in particular between the conduit system and equipment frames and enclosures. Where necessary, jumper wires must be installed.

3.02 INSPECTION AND TESTING

A. The Contractor must obtain the services of an NETA recognized testing firm to measure the ground resistance of the system. All test equipment must be provided by the Contractor and approved by the Engineer. Dry season resistance of the system must not exceed 5 ohms. If such resistance cannot be obtained with the system as shown, the Contractor must provide additional grounding as directed by the Engineer, without additional payment.

END OF SECTION

**CITRUS COUNTY, FLORIDA
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

ITB # 22-124

**C.R. 491 ROADWAY IMPROVEMENTS
FROM AUDUBON PARK PATH to HORACE ALLEN ST.**

SECTION 26460

GENERAL PURPOSE TRANSFORMERS

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. Furnish and install general-purpose transformers and all necessary accessories and appurtenances required as here in after specified and shown on the drawings.

B. Related Work Described Elsewhere:

1. Support devices: Section 16190
2. Raceways and Fittings: Section 16110

C. General Design:

1. General-purpose transformers must be dry type, two-winding type, self-cooled, 600V class transformers.
2. Transformers must be designed for continuous operation at rated kVA, with normal life expectancy as defined in ANSI C57.96.

1.02 QUALITY ASSURANCE

A. Standards:

1. National Electrical Manufacturers (NEMA)
2. American National Standards Institute (ANSI)
3. Underwriters Laboratories, Inc. (UL)

B. Equipment Manufacturer:

1. Cutler Hammer
2. Square D. Co.

1.03 SUBMITTALS

A. Materials and Shop Drawings:

ITB # 22-124

SECTION 26460 (CONT'D)

GENERAL PURPOSE TRANSFORMERS

1. Copies of all materials to establish compliance with these specifications must be submitted in accordance with the provisions of the general conditions. Submittals must include at least the following:
 - a. Shop drawings with performance data and physical characteristics
 - b. Complete wiring diagrams and schematics of all power connections

1.04 PRODUCT DELIVERY, STORAGE AND HANDLING:

- A. General-purpose transformers must be stored indoors and always protected against damage.

1.05 WARRANTY AND GUARANTIES:

- A. The equipment manufacturer must warrant the units being supplied to the Owner against defects in workmanship and materials for a period of one (1) year from the date of equipment startup and acceptance. If the equipment fails to perform as specified, the equipment manufacturer must promptly repair or replace the defective equipment without any cost to the owner

PART 2 - PRODUCTS

2.01 GENERAL:

A. Insulation System:

1. Transformers must be insulated as follows:
 - a. 150°C insulation with 80°C rise for 2 kVA and below
 - b. 185°C insulation with 115°C rise for 3 kVA to 15 kVA
 - c. 220°C insulation with 150°C rise for 15 kVA to 112.5 kVA
2. All insulation materials must be flame retardant and must not support combustion as defined in ASTM D635.

B. Coil Assemblies:

1. Transformer core must be constructed with high grade, non-aging, grain-oriented silicon steel with high magnetic permeability and low hysteresis and eddy current losses. The core volume must allow efficient transformer operation at 10% above the highest tap voltage. Coils must be wound of electrical grade aluminum with continuous wound construction.
2. Non-ventilated unit coil assembly must be completely encapsulated in a mixture of resin and aggregate.

ITB # 22-124

SECTION 26460 (CONT'D)

GENERAL PURPOSE TRANSFORMERS

3. Four full capacity taps must be furnished, two 2-1/2 percent above and two 2-1/2 percent below rated primary voltage.

C. ENCLOSURES:

1. The enclosures must be made of heavy gauge steel and must be degreased, cleaned, primed, and finished with ANSI 61 color weather-resistant enamel.
2. All ventilation openings must be protected against falling dirt.
3. The maximum temperature of the enclosure must not exceed 90°C.
4. The core of the transformer must be visibly grounded to the enclosure.

PART 3 - EXECUTION

3.01 INSTALLATION:

- A. All floor mounted transformers must be installed on 4-inch concrete housekeeping pads.
- B. All conduit entries to the transformer must utilize Sealtight flexible connectors.

3.01 INSPECTION:

- A. The transformer interior must be cleaned and free of all foreign materials.

END OF SECTION

**CITRUS COUNTY, FLORIDA
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

ITB # 22-124

**C.R. 491 ROADWAY IMPROVEMENTS
FROM AUDUBON PARK PATH to HORACE ALLEN ST.**

SECTION 26500

LIGHTING SYSTEM

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. Furnish and install complete lighting systems including panelboards, transformers, lighting fixtures, receptacles, switches, contractors, clocks and all necessary accessories and appurtenances required as hereinafter specified and shown on the Drawings.

B. Related Work Described Elsewhere

1. Panelboards: Section 26160.
2. Transformers: Section 26108.
3. Conduit: Section 26110.
4. Wire: Section 26120.

1.02 QUALITY ASSURANCE

A. Qualifications:

1. The equipment must be products of manufacturers who are fully experienced, reputable and qualified in the manufacture of the equipment to be furnished. The system components must be designed, constructed, delivered, and installed in accordance with the best practices and methods.
2. The system must be furnished by a single manufacturer who must be responsible for the coordination of the system design and who must assume complete responsibility for the proper operation of the system including equipment supplied but not of his manufacture.

B. Standards:

All lighting fixtures must be in accordance with the National Electrical Code and must be constructed in accordance with the latest edition of the Underwriters Laboratories "Standards for Safety, Electrical Lighting Fixtures". All lighting fixtures must be Underwriters Laboratories labeled.

SECTION 26500 (CONT'D)

LIGHTING SYSTEM

1.03 SUBMITTALS

A. Material and Shop Drawings:

1. Copies of all materials to establish compliance with these specifications must be submitted in accordance with the provisions of the General Conditions. Submittals must include at least the following:
 - a. Certified shop drawings with performance data and physical characteristics.
 - b. Descriptive literature, bulletins, and/or catalogs of each item of equipment.
 - c. All information required by Section 01340.
 - d. A complete total bill of materials for all equipment.
 - e. Complete wiring diagrams and schematics of all power and control systems showing wiring requirements between system and connections to work of other sections.
2. In the event that it is impossible to conform to certain details of the specifications, describe completely all non-conforming aspects of the Shop Drawing transmittal.

PART 2 - PRODUCTS

2.01 GENERAL

- A. The specifications are intended to give a general description of what is required, but do not cover all details which may vary in accordance with the exact requirements of the equipment as offered. They are, however, intended to cover the furnishing, delivery, installation and field testing of all materials, equipment and apparatus as required. Any additional auxiliary equipment necessary for the proper operation of the proposed installation not mentioned in these specifications or shown on the Drawings must be furnished and installed.
- B. The material covered by these specifications is intended to be standard equipment of proven ability and as manufactured by reputable concerns having experience in the production of such equipment. The equipment furnished must be designed, constructed, and installed in accordance with best practice and methods and must operate satisfactorily when installed as shown on the Drawings.

2.02 MATERIALS AND EQUIPMENT

A. Lighting Fixtures:

1. Lighting fixture types must be as shown on the "Lighting Fixture Schedule" on the Drawings. The catalog numbers listed are given as a guide to the design and quality of fixture desired. Equivalent designs and equal quality fixtures of other manufacturers will be acceptable.

SECTION 26500 (CONT'D)

LIGHTING SYSTEM

B. Lamps:

1. Fluorescent lamps must be medium bi-pin and recessed double contact, rapid start, standard cool white, all as indicated on the "Fixture Schedule".
2. Fluorescent electronic ballasts must be Class P, rapid start, high power factor, energy saving, CBM certified by E.T.L. and listed by Underwriters Laboratories, Inc., for operation on 120 volts or as indicated in the "Fixture Schedule".
3. High pressure sodium or metal halide ballast must be of the constant wattage auto-transformer type of the correct size and voltage for the fixture it is to serve as called for in the "Lighting Fixture Schedule" on the Drawings. All ballast must be as manufactured by Universal Manufacturing Corp., General Electric Company, Advance Transformer Company or equal.
4. Incandescent lamps must be inside frosted, extended service, 2500-hour life with medium base.
5. All lamps must be of one manufacturer and must be as manufactured by Sylvania Electric Products, Inc., General Electric Company, Westinghouse Electric Corporation or equal.

C. Flexible Fixture Hangers:

1. Flexible fixture hangers used in non-hazardous areas must be Type ARB and flexible fixture supports used in hazardous areas must be Type ECHF as manufactured by the Crouse-Hinds Company or equal.
2. FRP channel must be used to span for mounting of fixtures when required by fixture location or as indicated on the Drawings.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Each fixture must be a complete finished unit with all components, mounting and/or hanging devices necessary, for the proper installation of the fixture in its designation location and must be completely wired ready for connection to the branch circuit wires at the outlet.
- B. When fixtures are noted to be installed flush, they must be complete with the proper accessories for installing. All flush mounted fixtures must be supported from the structure.

SECTION 26500 (CONT'D)

LIGHTING SYSTEM

- D. Conduit run in areas with hung ceilings must be installed in the space above the hung ceiling as close to the structure as possible. Conduit must be supported from the structure.

3.02 REPLACEMENT

- A. Lamps used during the building construction, prior to two weeks from completion of the work, must be removed and replaced with new lamps.

3.03 CLEANING UP

- A. All fixtures must be left in a clean condition, free of dirt and defects, before acceptance by the Engineer.

END OF SECTION

**CITRUS COUNTY, FLORIDA
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

ITB # 22-124

**C.R. 491 ROADWAY IMPROVEMENTS
FROM AUDUBON PARK PATH to HORACE ALLEN ST.**

SECTION 26601

LIGHTNING PROTECTION SYSTEM

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. Furnish all labor, materials, equipment and incidentals required and install a complete lightning protection system for all above ground structures including the following:

- a. Generator Enclosures
- b. Electrical Building

2. Material requirements must be as listed for Class I buildings.

B. Applicable Publications: The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only.

- 1. American National Standards Inst., Inc. (ANSI)
C-135.30 Galvanized Ferrous Ground Rods.
- 2. National Fire Protection Association (NFPA)
70-1987 National Electrical Code (NEC)
78-1986 Lightning Protection Code
- 3. Underwriters Laboratories, Inc. (UL)
UL-96 Lightning Protection Components
UL-96A Installation Requirements for Lightning
Protection Systems
UL-467 Grounding and Bonding Equipment

1.02 QUALITY ASSURANCE

A. Equipment Manufacturer: The material furnished under this specification must consist of the standard products of a manufacturer regularly engaged in the production of lightning protection systems.

B. Supervision: The system must be installed under supervision of, or by, a person specifically trained for installation of lightning protection systems.

SECTION 26601 (CONT'D)

LIGHTNING PROTECTION SYSTEM

1.03 SUBMITTALS

A. Shop Drawings: Shop drawings must be submitted in accordance with Section 01340 and must consist of a complete list of materials, including manufacturer's descriptive and technical literature; catalog cuts; drawings; and installation instructions. Shop drawings must contain details to demonstrate that the system has been coordinated and will function as a unit. Drawings must show proposed layout and mounting and relationship to other parts of the work.

B. Proof of Compliance: Where materials or equipment are specified to comply with requirements of the UL, proof of such compliance must be submitted. The label of or listing in the UL Electrical Construction Materials Directory will be acceptable evidence. In lieu of the label or listing, a written certification may be submitted from an approved nationally recognized testing organization equipped to perform such services, stating that the items have been tested and conform to the requirements and testing methods of Underwriters' Laboratories.

PART 2 - PRODUCTS

2.01 MATERIALS AND EQUIPMENT

A. General Requirements:

1. The system furnished must be complete with all air terminals, fittings, clamps, supports, roof conductors, down conductors, and horizontal grounds required. The system must be interconnected with the building ground grid. All conductors, fittings, clamps, and air terminals furnished must be of the highest quality.

2. System must be an exposed conductor system. Care must be taken that the materials used will not discolor roofs or walls. Down conductors must be protected to 10 feet above grade and must be located so that visual impact will be minimal.

3. No combination of materials must be used that form an electrolytic couple of such nature that corrosion is accelerated in the presence of moisture unless moisture is permanently excluded from the junction of such metals. Where unusual conditions exist which would cause corrosion of conductors, conductors with protective coatings or oversize conductors must be used. Where a mechanical hazard is involved, the conductor size must be increased to compensate for the hazard, or the conductors must be protected by covering them with molding or tubing made of wood or non-magnetic material.

B. Copper: Copper conductors must not be less than #6 AWG for main conductor and #8 for secondary conductor. Below grade conductors must be #4/0 bare copper.

SECTION 26601 (CONT'D)

LIGHTNING PROTECTION SYSTEM

C. Air Terminals: Air terminals must be OSHA impalement protected, 3/8-inch diameter stainless steel and a minimum 24 inches in length. Air terminals over 24 inches must be supported.

D. Ground Rods: Ground rods must be 3/4 inch by 10 feet copper-clad steel, with the top of the rod, 12 inches below grade minimum and a minimum of 2 feet from building foundation and footings.

E. Clamp-Type Connectors: Clamp-type connectors must be of copper, bronze, or stainless steel. Clamps must be secured with at least two (2) bolts or cap screws.

F. Metal Bodies: Metal bodies of conductance must be bonded to the system if not within the zone of protection on an air terminal. Metal bodies of inductance must be bonded to the system at their closest point to the system if within 6 feet of the system at their closest point to the system if within 6 feet of the system main conductor or other bonded metal body. The main lightning conductor must be bonded to the main potable service water pipe.

PART 3 - EXECUTION

3.01 INSTALLATION

A. General Requirements: The lightning protection system must consist of air terminals, roof conductors, down conductors, ground connections, and grounds, electrically interconnected to form the shortest distance to ground without passing through any non-conducting parts of the structure. All conductors on the structures must be exposed except where conductors are in protective sleeves exposed on the outside walls. Exposed down-conductors must not be allowed on the outside face of any building. Secondary conductors must interconnect with grounded metallic parts within the building. Interconnections made within side-flash distances must be at or above the level of the grounded metallic parts.

B. Air Terminals: Air terminal design and support must be in accordance with NFPA 78. Terminals must be rigidly connected to, and made electrically continuous with, roof conductors by means of pressure connectors or crimped joints with of T-shaped malleable metal and connected to the air terminal by a dowel or threaded fitting. Air terminals at the ends of the structure must be set not more than 2 feet from the ends of the ridge or edges and corners of roofs. Spacing of air terminals 2 feet in height on ridges, parapets and around the perimeter of buildings with flat roofs must not exceed 25 feet. In specific instances where it is necessary to exceed this spacing, the specified height of air terminals must be increased not less than 2 inches for each foot of increase over 25 feet. On large, flat or gently sloping roofs, as defined in NFPA 78, air terminals must be placed at points of the intersection of imaginary lines dividing the surface into rectangles having sides not exceeding 50 feet in length. Air

SECTION 26601 (CONT'D)

LIGHTNING PROTECTION SYSTEM

terminals must be secured against overturning either by attachment to the object to be protected or by means of a substantial tripod or other braces permanently and rigidly attached to the building or structure. Metal projections and metal parts of buildings, smokestacks, and other metal objects that do not contain hazardous materials and that may be struck but not appreciably damaged by lightning, need not be provided with air terminals. However, these metal objects must be bonded to the lightning conductor through a metal conductor of the same unit weight per length as the main conductor. Where metal ventilators are installed, air terminals must be mounted thereon, where practicable. Any air terminal erected by necessity adjacent to a metal ventilator must be bonded to the ventilator near the top and bottom thereof. Where nonmetallic spires, steeples, or ventilators are present, air terminals must be mounted thereon or to the side. In addition, where spires or steeples project more than 10 feet above the building, the conductor between the air terminal and metal roof must be continued to the nearest down conductor and securely connected thereto. Provide impalement protected air terminals as approved by OSHA.

C. Roof Conductors: Roof conductors must be connected directly to the roof or ridge roll. Sharp bends or turns in conductors must be avoided. Necessary turns must have a radius of not less than 8 inches. Conductors must preserve a downward or horizontal course and must be rigidly fastened every 4 feet along the roof and down the building to ground. Metal ventilators must be rigidly connected to the roof conductor at three places. All connections must be electrically continuous. Roof conductors must be coursed along the contours of flat roofs, ridges, parapets, and edges; and where necessary, over flat surfaces, in such a way as to join each air terminal to all the rest. Roof conductors surrounding tank tops, decks, flat surfaces, and flat roofs must be connected to form a closed loop.

D. Down Conductors: Down conductors must be electrically continuous from air terminals and roof conductors to grounding electrodes. Down conductors must be coursed over extreme outer portions of the building, such as corners, with consideration given to the location of ground connections and air terminals. Each building or structure must have not less than two (2) down conductors located as widely separated as practicable, at diagonally opposite corners. On irregularly shaped structures, the total number of down conductors must be sufficient to make the average distance between them along the perimeter not greater than 100 feet. Additional down conductors must be installed when necessary to avoid "dead ends" or branch conductors exceeding 16 feet in length, ending at air terminals. Down conductors must be equally and symmetrically spaced about the perimeter of the structure. Down conductors must be protected where necessary, to prevent mechanical injury to the conductor.

E. Interconnection of Metallic Parts: Metal doors, windows, and gutters must be connected directly to the grounds or down conductors using not smaller than No. 6 copper conductor, or equivalent. Conductors placed where there is probability of unusual wear, mechanical injury, or corrosion must be of greater

SECTION 26601 (CONT'D)

LIGHTNING PROTECTION SYSTEM

electrical capacity than would normally be used or must be protected. The ground connection to metal doors and windows must be by means of mechanical ties under pressure, or equivalent.

F. Ground Connections: Ground connections comprising continuations of down conductors from the structure to the grounding electrode must securely connect the down conductor and ground in a manner to ensure electrical continuity between the two. All connections must be of the clamp type. There must be a ground connection for each down conductor. Metal water pipes and other large underground metallic objects must be bonded together with all grounding mediums. Ground connections must be protected from mechanical injury. In making ground connections, advantage must be taken of all permanently moist places where practicable, although such places must be avoided if the area is wet with wastewater that contains chemical substances, especially those corrosive to metal.

G. Grounding Electrodes: A grounding electrode must be provided for each down conductor located as shown. A driven ground must extend into the earth for not less than 10 feet. Ground rods must be set not less than 2 feet, nor more than 10 feet, from the structure. The complete installation must have a total resistance to ground of not more than 10 ohms (if a counterpoise is not used). When two of any three ground rods, driven not less than 10 feet into the perimeter, give a combined value exceeding 50 ohms immediately after driving, a counterpoise must be used. A counterpoise, where required, must be of No. 1/0 copper cable or equivalent material having suitable resistance to corrosion and must be laid around the perimeter of the structure in a trench not less than 2 feet deep at a distance not less than 2 feet nor more than 10 feet from the nearest point of the structure. All connections between ground connectors and grounds or counterpoise, and between counterpoise and grounds must be electrically continuous. Where so indicated on the drawings, an alternate method for grounding electrodes in soil must be provided by digging trenches radially from the building. The lower ends of the down conductors (or their equivalent in the form of metal strips or wires) are then buried in the trenches.

H. Interconnection of Metal Bodies: Metal bodies of conductance must be protected if not within the zone of protection of an air terminal. All metal bodies of conductance having an area of 400 square inches or greater or a volume of 1000 cubic inches or greater must be bonded to the lightning protection system using main size conductors and a bonding plate having a surface contact area of not less than 3 square inches. Provisions must be made to guard against the corrosive effect of bonding dissimilar metals. Metal bodies of inductance must be bonded at their closest point to the lightning protection system using secondary bonding conductors and fittings. A metal body that exceeds 5 feet in any dimension, that is situated wholly within a building, and that does not at any point come within 6 feet of a lightning conductor or metal connected thereto must be independently grounded.

SECTION 26601 (CONT'D)

LIGHTNING PROTECTION SYSTEM

3.02 TESTING

- A. System must be installed so that tests of the grounds may be performed upon completion of the installation of the system and in the future.
- B. As soon as practicable after award of contract, the Contractor must submit for approval complete details of the system including a layout drawing so that the system furnished can be coordinated in the refurbishing of the building.

END OF SECTION

**CITRUS COUNTY, FLORIDA
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

ITB # 22-124

**C.R. 491 ROADWAY IMPROVEMENTS
FROM AUDUBON PARK PATH to HORACE ALLEN ST.**

**SECTION 33 300
Wastewater Pumping Stations**

1.0 SCOPE OF WORK

The Contractor shall furnish, install, test and place into operation, submersible type lift stations shown on the drawings and specified hereinafter. All references to Industry Standards (ASTM, ANSI, etc.) shall be to the latest revision unless otherwise stated. Only those materials included in the Citrus County approved list of materials and equipment shall be installed. All materials shall be new unless specifically called for otherwise. All structures, pumps and panels and all other incidentals shall require a complete shop drawing submittal, as detailed herein.

2.0 GENERAL REQUIREMENTS

2.1 WORKMANSHIP

All work shall be proved to be in first class condition and constructed in accordance with the drawings and specifications. All defects disclosed by tests and inspections shall be remedied immediately by the Contractor with no additional compensation.

2.2 MATERIALS

All material shall be free from defects impairing strength and durability and be of the best commercial quality for the purpose specified.

2.2.1 All metal components in the wetwell, with the exception of pumps, motors and station piping shall be aluminum or 316 stainless steel as specified on the plans

2.2.2 The pumps, motors and guide rail system shall be supplied by the pump supplier to ensure unit compatibility.

2.2.3 Station piping shall conform to Sub-Section 429, entitled Force Mains. Station piping shall be as follows:

2.2.3.1 Piping within the wetwell shall be ductile iron, Pressure Class 350. Fittings shall be DI, short body, flanged fittings. (Piping and fittings for Reduced Capacity pumping stations which are 3 inch shall be PVC SCH 80 flanged joint.)

2.2.3.2 Piping outside of the wetwell and above ground shall be epoxy lined, Class 350 (unless otherwise noted), ductile iron pipe. Fittings shall be ductile iron flanged fittings. (For Reduced Capacity pumping stations, piping and fittings outside the wetwell and above ground which are 3 inch shall be PVC SCH80 flanged joint.) Bolts, washers, and nuts shall be 304 stainless steel and shall be coated with "Never Seize" type coating.

**CITRUS COUNTY, FLORIDA
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

ITB # 22-124

**C.R. 491 ROADWAY IMPROVEMENTS
FROM AUDUBON PARK PATH to HORACE ALLEN ST.**

SECTION 33 300

Wastewater Pumping Stations

2.2.3.3 Piping below ground, outside of the wetwell shall be ductile iron. Fittings shall be DI, MJ fittings. (Piping and fittings for Reduced Capacity pumping stations which are 3 inch shall be PVC SCH 80 glue joint.)

2.2.3.4 Vertical pipe within wetwell must be one piece 316 stainless steel unless impossible. Then flanged joints will be allowed. (Reduced capacity pump stations which are too deep for one pipe shall have two pipes with flanged joints.) Pipe brace between parallel pump discharge piping and wetwell wall is required if more than one length of pipe is used and on all Reduced Capacity pump stations. Pipe brace shall consist of 3 inches x 3 inches x ¼ inch, 316 stainless steel angle tied to concrete wetwell with a ¼ inch, 316 stainless steel plate tied to the wall with ½ inch "Hilti" type anchor bolts. Discharge pipes shall be tied to brace with ½ inch, 316 stainless steel u-bolts with 316 stainless steel nuts and washers.

2.2.3.5 Flange adapters shall be epoxy coated, restrained flange adapters.

2.2.3.6 All setscrews and bolts shall be 316 stainless steel.

2.2.4 10-inch diameter, or larger, discharge pipes must use a 12-foot diameter wetwell minimum.

2.2.5 Potable water piping shall conform to Sub-Section 350 of these Specifications.

2.2.6 Gravity sewer piping, from the junction manhole to the wetwell, shall be PVC DR18 or DIP, minimum pressure class 150. Gravity piping, from the junction manhole to the wetwell, shall be restrained as outlined in Sub-Section 429. Gravity sewer piping on Reduced Capacity Pump Stations may be exempt from the requirements of this section, subject to U.D. approval.

3.0 PUMPS

3.1 CONVENTIONAL PUMPING SYSTEMS

3.1.1 OPERATING CONDITIONS AND UNIT SIZES

Operating conditions and unit sizes shall be as shown on the drawings and specifications. The pumping unit design operating conditions shall be within 25% +/- of the flow at the point of best operating efficiency, unless otherwise approved by the Utilities Division (ENGINEER).

Pumps and motors shall meet the applicable discharge, head, horsepower, and RPM requirements. Pumps shall be capable of handling raw, unscreened sewage, passing 3" solids.

The pumps shall be of the non-clog type, shall have double carbon/ceramic mechanical seals and shall be oil lubricated or approved equal.

**CITRUS COUNTY, FLORIDA
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

ITB # 22-124

**C.R. 491 ROADWAY IMPROVEMENTS
FROM AUDUBON PARK PATH to HORACE ALLEN ST.**

**SECTION 33 300
Wastewater Pumping Stations**

3.1.2 SOLIDS PASSING

All pumps shall be capable of passing a 3-inch sphere without clogging. Pump suction and discharge openings shall be at least four (4) inches in diameter.

3.1.3 PUMP MANUFACTURER

Pumping equipment shall be submersible non-clog sewage pumps as manufactured by FLYGT, Hydromatic or approved equal.

3.1.4 MATERIALS AND INSTALLATION

The pumps shall be of the type that can be removed without entering the wet well. The guide rails, guide rail brackets, cable holder, lifting bail, and all support bolts and hardware shall be 316L stainless steel. A 2 guide rail per pump, front rail withdrawal system shall be required. The discharge of each pump shall be fitted with a diaphragm type hydraulically operated sealing flange. When pump is idle, pressure shall be removed from diaphragm so that pump can be removed from sump with no mechanical contact of sealing flanges. Complete weight of pump to rest on bottom support plate, no weight to be supported on guide rails or discharge elbow. Sealing diaphragm to be removable and to be mounted on pump discharge flange. Diaphragm material to be Buna N rubber. Metal to metal sealing flanges will not be acceptable. A separate mounting plate shall be furnished for each pump. Guide rails shall be a minimum of 2" diameter Sch. 40 316L stainless steel pipe.

All carrier assemblies for wastewater pumps shall be provided by manufacturer for size of pump installed. Eight inches clearance in height between the carrier assembly and the top of the pump motor conduit box shall be provided. The carrier assembly must be attached securely to the pump in such a way that the weight of the pump is evenly distributed and will not cause the carrier assembly to cock and bind on the guide rails.

Each pump shall have a stainless-steel nameplate indicating the HP, amps, volts, phase, rpm, service factor, insulation Class, serial number, model number, GPM, TDH, and impeller number or size. A self-adhesive aluminum tag shall be mounted inside the outer door of the control panel for each pump installed. The aluminum tag shall contain the same information as the stainless-steel tag.

The following items shall be furnished with each station: one spare pressure gauge and seal unit, one bar type valve handle, one spare flapper and hinge pin for check valves.

The following spare parts and tools shall be furnished for each pump: one set of ceramic stationary seal and rotating carbon seal, two sets of spare gaskets and "O" rings include sealing flange gasket, special impeller pullers, and special wrenches needed for breakdown of pump.

**CITRUS COUNTY, FLORIDA
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

ITB # 22-124

**C.R. 491 ROADWAY IMPROVEMENTS
FROM AUDUBON PARK PATH to HORACE ALLEN ST.**

**SECTION 33 300
Wastewater Pumping Stations**

3.1.5 CABLE CONNECTION

Cable shall enter the pump through a heavy-duty entry assembly with grommet, with or without an epoxy secondary sealing system. The system used must insure a watertight submersible seal. Cable shall terminate in a junction chamber. Junction chamber shall be sealed from motor by a compression seal.

3.1.6 COOLING

Each pumping unit shall be provided with an oil or air cooling system allowing unsubmerged conditions operation at any power output up to and including rated power in ambient air of 40 degrees C.

3.1.7 SEALS

Each pump shall be provided with a tandem, double mechanical, rotating shaft seal system. The seals, both upper and lower, shall be of lapped tungsten carbide or silicon carbide design and operated in an oil bath. Seal faces shall be self-aligning, positively driven.

3.1.8 SHAFT

The pump/motor shaft shall be series 400 stainless steel with a Brinnell hardness of 200 and shall rotate on two (2) oil lubricated bearings. Upper bearing shall be single row and lower bearing shall be double row.

3.1.9 IMPELLER

All pump impellers shall be cast iron, brass, or stainless steel (as specified).

3.1.10 MOTOR

Motor and pump shall be capable of continuous operation without damage, submerged or dry. Motor shall be class "F" insulation or better and certified as such by the vendor. Motor shall be non-overloading for the full range of its operating curve.

Motor shall be oil filled and dual (two) moisture probes shall be provided to indicate shaft seal failure. The motor shall be NEMA Design B, 230/460 volt, 3-phase, 60 cycle, with a service factor of 1.2, class "F" insulation and non-explosion proof type. Motor stators shall be held in place by a stator ring, which is bolted into the motor housing from the inside and locked into place by a retaining pin. Motors that require a stator to be "press fit" or "shrink fit" shall not be acceptable.

**CITRUS COUNTY, FLORIDA
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

ITB # 22-124

**C.R. 491 ROADWAY IMPROVEMENTS
FROM AUDUBON PARK PATH to HORACE ALLEN ST.**

SECTION 33 300

Wastewater Pumping Stations

Motors shall have a feature whereby the power is shut off and an alarm light is activated when an over-temperature condition occurs. A seal sensor module and failure alarm light shall be furnished unless approved otherwise.

Overload relays provided shall be sized in accordance with motor service factor.

3.1.11 PUMP MOTOR CABLE

Pump motor cable shall be installed with a double-jacketed protection system suitable for submersible pump application and this shall be indicated by a code or legend permanently embossed on the cable. Cable sizing shall meet or exceed NEC Specifications for pump motors.

4.0 FRAME AND COVERS

Access frame and covers shall be suitable for pumping units furnished and shall be constructed of skid-proof aluminum with a minimum load rating of 300 lbs./sq. ft. or H-20 traffic loading as called for on the drawings. Frame and covers shall be furnished complete with recessed locking mechanism, hold-open device, upper guide holder and cable holder. Access covers shall be double-doored for duplex stations and three hatches for triplex stations. Access covers shall be hinged to open as indicated on the drawings. Maximum size total hatch opening shall be 30 inches by 48 inches for duplex stations and triplex stations with two hatches. All access covers to the wetwell shall be fitted with a fall protection grating system meeting OSHA 29CFR1926.502(c). Factory installed with the hatches is preferred. All hinges, fasteners, and miscellaneous hardware shall be 316 stainless steel. For tamper proof and security purposes, the hinges shall be bolted to the door(s) with stainless steel carriage bolts and nuts. Door(s) shall be equipped with stainless steel recessed padlock and staple assembly which shall be capable of being secured by a Masterlock Co., Model No.1 padlock and be designed to restrict bolt cutters from cutting the padlock.

5.0 CONTROL CABINET

The electrical panel shall be manufactured by an approved manufacturer. The panel shall be constructed in accordance with UL 508 requirements for enclosed industrial control panels and UL 913 for industrial panels relating to hazardous locations and shall bear the serialized UL labels. Refer to Sub-Section 472, Emergency Electric Generator, when generator is to be installed as required by Citrus County (see Section V Standard details – Wastewater).

5.1 SHOP DRAWINGS/AS-BUILTS

Prior to installation of the control cabinet, the panel supplier shall submit for approval full shop drawings in paper form. Shop drawings shall have complete drawing/schematics prepared in AutoCad. The drawing shall have a complete Bill of Material, front panel view with component locations, subpanel view with component locations and electrical schematic. References to the

**CITRUS COUNTY, FLORIDA
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

ITB # 22-124

**C.R. 491 ROADWAY IMPROVEMENTS
FROM AUDUBON PARK PATH to HORACE ALLEN ST.**

**SECTION 33 300
Wastewater Pumping Stations**

Bill of Material shall be located for each component. As-Builts shall be provided showing the same information and be in conformance with Article 9.8 of this specification.

5.2. SCOPE OF WORK (DUPLEX CONTROL PANEL)

This section addresses the functional requirements of a duplex control panel suitable for controlling the operation of pumps described elsewhere in the contract documents. It is the intent of this specification that the Contractor shall furnish and install a complete electrical lift station pump control system including all appurtenances which might normally be considered part of a complete electrical system.

5.2.1 The basic panel shall include, but is not limited to the following:

- One (1) NEMA - 4X Stainless Steel Enclosure, 304 Stainless Steel, Dead Front Aluminum Inner Door, Minimum
- Size Dimensions, 30" Wide X 36" High X 10" Deep
- One (1) Submersible Pressure Transducer
- One (1) High level alarm float switch
- Two (2) Circuit breakers
- One (1) Circuit Breakers (Control Power)
- One (1) Convenience Receptacle (Inner Door)
- One (1) Generator Receptacle (mounted on the panel exterior)
- One (1) Lightning Arrestor (mounted on the panel exterior)
- One (1) Liquid Level Pump Controller
- One (1) Local Alarm System
- Two (2) Motor Starters
- One (1) Phase Monitor
- One (1) Pilot light
- Two (2) Selector Switches (HOA)

5.2.2 SCADA ready panels shall include, but not be limited to the following:

- Complete radio RTU
- Complete antenna
- Pump control unit, power supply, and radio.
- Replace all existing relay logic.
- 3 phase power monitoring (230 VAC)
- Receive 4 to 20 ma. analog signal, or voltage or contact inputs relative to level; pump control, alternation; pump run time metering; flow computation, store alarm events (motor start faults, low level alarm, high level alarm, float sequence faults, and phase faults, etc.

**CITRUS COUNTY, FLORIDA
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

ITB # 22-124

**C.R. 491 ROADWAY IMPROVEMENTS
FROM AUDUBON PARK PATH to HORACE ALLEN ST.**

**SECTION 33 300
Wastewater Pumping Stations**

5.3. ALTERNATESS

5.3.1 All of the automatic control equipment shall be supplied by one manufacturer who shall factory assemble, wire, and test the complete system prior to shipment. The pump control panel shall be furnished by the pump supplier and installed as indicated in the Contract Documents and required for the specific pumps and electrical power requirements of the specific location.

5.4. SYSTEM DESCRIPTION

5.4.1. Design requirements:

5.4.1.1. The control panel supplier, in conjunction with the pump supplier, and contractor shall investigate the existing power availability at the site and coordinate with the power company regarding site specific requirements that might affect electrical components to be supplied.

5.4.1.2. The panel shall operate two (2) electric submersible pumps at the power characteristics shown on the plans and indicated by the power company. The control circuit shall provide for the alternating operation of the lead pump under normal conditions. Should the incoming flow exceed the pumping capacity of the lead pump, the lag pump shall automatically be activated, and both pumps shall operate simultaneously until cut off at low level elevation. In the event of a malfunction or an incoming flow that exceeds the pumping capacity of both pumps, an audible alarm and visual light shall be energized to indicate alarm conditions. A silencing switch shall cut off the audible alarm, but the alarm light shall remain activated until the high-level condition is corrected. If one pump should fail for any reason the second pump shall be activated at the "lag-pump-on" elevation. In addition, a light shall give visual indication of the regulator failure.

5.4.1.3. Control, alternating, logic function, alarm, and all other control components used in the control system shall be performed by solid-state components, which shall be standard catalog items of the system manufacturer, with proven field performance. At least one module of each type used in the system shall be stocked by the system manufacturer for system expansion or renewal part purposes. The modules shall be of a compatible, integrated control family with a full range of control/protective/alternating/telemetry capabilities and associated housings, enclosure system and appurtenances to perform a variety of functions as required by this project and foreseeable expansion. It is the intent of this specification to disallow non-standard, "one of a kind", experimental, unproven combinations of equipment.

5.4.1.4 Wetwell level automatic pump and alarm system: An automatic pump control system shall operate the pumps in accordance with variations in the wetwell liquid level. The automatic control system shall employ a solid-state submersible pressure transducer system to sense the liquid level over the lift station's operating range.

**CITRUS COUNTY, FLORIDA
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

ITB # 22-124

**C.R. 491 ROADWAY IMPROVEMENTS
FROM AUDUBON PARK PATH to HORACE ALLEN ST.**

**SECTION 33 300
Wastewater Pumping Stations**

5.5. SUBMITTALS

5.5.1 Shop drawings: Before any components are fabricated, and or integrated into assemblies, or shipped to the job site the Contractor shall furnish full details, shop drawings, catalog cuts and descriptive material that fully describes the equipment to be used and its relationship with other components comprising the control system. Required items include control panel layouts, elementary diagrams and interconnecting wiring diagrams and the following:

- Main breaker
- Pump control panel
- Disconnect switches
- Motor starters
- Wire & cable
- Conduit
- Automatic Transfer Switch (when applicable)
- Emergency Generator (when applicable)
- Conduit
- Receptacles
- Boxes and fittings
- Switches
- Lamps
- Controllers or control relays

5.5.2 Warranties: All equipment shall be guaranteed against defects in materials and workmanship for a period of one year from the date of Owner's final inspection and acceptance the effect that any defective equipment shall be repaired or replaced without cost or obligation to the Owner.

5.6 MATERIALS

5.6.1 Wiring: All wiring shall have not less than 600-volt insulation and all power wiring and bus shall be in complete conformity with the National Electrical Code. Control wiring shall be color coded. All job connections required to conveniently replace control components shall be made at approved type terminal blocks with marker strips or similar approved means.

5.7. MANUFACTURED UNITS

5.7.1 Panel: The described equipment shall be housed in a NEMA 4X stainless steel enclosure arranged for integral pole or pedestal mounting where indicated in the Contract Documents. Minimum size shall be 30"W X 36"H X 10"D. This weather-proof, tamper-proof, rain-tight enclosure shall be designed specifically for mounting in an unprotected outdoor location. It shall have a gasketed, continuously hinged, front weather door with locking capability, and an adjustable 304 stainless steel hold-open arm. It shall have an internally mounted (aluminum)

**CITRUS COUNTY, FLORIDA
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

ITB # 22-124

**C.R. 491 ROADWAY IMPROVEMENTS
FROM AUDUBON PARK PATH to HORACE ALLEN ST.**

**SECTION 33 300
Wastewater Pumping Stations**

hinged dead front panel so that all the components normally actuated by operating personnel are accessible without opening the dead front and yet are not exposed to the elements or to unauthorized personnel. All major components and subassemblies shall be identified as to function with laminated, engraved, Bakelite nameplates, or equivalent means.

5.8 COMPONENTS

5.8.1 Submersible Pressure Transducer: Incorporated into the control shall be a Submersible Pressure Transducer. The transducer shall utilize a hydraulic fill liquid behind a diaphragm to transmit the sensed pressure to a transducer element that will convert the sensed pressure to a corresponding electrical value. The device shall utilize a low voltage dc power supply suitable for battery backup. The output shall be a standard 4-20 mA dc control signal proportional to the selected fixed range of the transducer. The transducer shall be an FM approved Explosion Proof Unit with a vented cable and shall be FM approved intrinsically safe when used with an approved barrier. The Submersible Pressure Transducer and installation shall comply with other applicable portions of the Contract Documents and be a Blue-Ribbon Ind. Comp. Corp., Birdcage Lift Station Level Sensor, GP50 model 311Z, Consolidated Electric, 157GSC, or equivalent.

5.8.2. High Level Sump Control: A sealed float type mercury switch shall be supplied to provide a high-level alarm signal. The mercury tube switches shall be sealed in a solid polyurethane float for corrosion and shock resistance. The support wire shall have heavy neoprene jacket and a weight shall be attached to the cord above the float to hold the switch in place in the wet well. Weights shall be above the float to prevent sharp bends in the cord when the float operates under water. The float switch shall hang in the wet well supported only by the cord that is held to the stainless-steel cable holder. One (1) float switch shall be used to provide a high-level alarm. The float switch shall be Hydromatic Model No. 3900 or equivalent.

5.8.3 Circuit breakers: The control panel shall have two integral mechanically interlocked Square D FAL Frame industrial type magnetic circuit breakers, with the ampere interrupting capacity indicated on the drawings (minimum of 10,000, 240V) symmetrical RMS amps, to transfer power from normal to emergency service. The circuit breakers shall be sized per NEC requirements for the specific application. A single rotary disconnect transfer switch is not acceptable.

5.8.4 Circuit Breakers (Control Power): A control power circuit breaker shall be provided and operable through the inner door of the control panel to provide a disconnect means and short circuit protection for any 120 VAC (or less) devices not powered from motor starter circuits. A 120 VAC control power transformer shall be provided sized as indicated, or as required (750 VA minimum).

5.8.5 Convenience Receptacle: An inner door mounted ground fault interrupter (GFI) type convenience receptacle, rated at 15 amperes, shall be supplied for the operating of trouble lights,

**CITRUS COUNTY, FLORIDA
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

ITB # 22-124

**C.R. 491 ROADWAY IMPROVEMENTS
FROM AUDUBON PARK PATH to HORACE ALLEN ST.**

SECTION 33 300

Wastewater Pumping Stations

drills, etc. It shall be protected by a separated 15 ampere trip rated circuit breaker, Square D, FAL frame.

5.8.6 Generator Receptacle: One (1) Russell Stoltz generator receptacle shall be supplied with the panel and shall be weatherproof and mounted on the side of the enclosure by the panel manufacturer. No JRSB 1044FR for 10HP pumps or less, and No. JRSB2044FR for greater than 10HP.

5.8.7 Lightning Arrestor: A lightning arrestor shall be supplied and mounted outside the control panel and connected to each line of the incoming side of the power input terminals. The arrestor shall protect the controls against damage due to lightning strikes on the incoming power line.

5.8.8 Liquid Level Pump Controller: The system shall sense the station wetwell sewage level over a calibrated range. The control system shall be supplied by DATA FLOW SYSTEMS, INC., Or Approved Equivalent, and be completely functional and include not less than the following:

- Controller and transducer to be an integrated standard product of an experienced manufacturer
- Solid state automatic pump alternating on successive starts
- Full range adjustable dual settings for each control and alarm circuit
- Transient protection for control system
- High- and low-level alarm sensing
- Complete factory standard system
- One year factory warranty on parts and labor

5.8.9 Local Alarm System: A weatherproof, high/low water, flashing alarm light assembly, including a high impact resistant lexan red lens, shall be included with the control panel. The alarm light bulbs shall be replaceable from inside the control panel without having to remove the weatherproof lenses from the panel.

5.8.10 Motor Starters: Each pump motor shall be equipped with a NEMA rated full-voltage across the line magnetic motor starter, with ambient-compensated, quick-trip class 20 NEMA overload sensing in each phase, to provide over current and running protection. Overload protection shall be provided by accurately sized replaceable heater elements.

5.8.11 Phase Monitor: A phase-loss/imbalance/reversal, under-voltage protection assembly shall be furnished with adjustable nominal voltage setting and three-line voltage fuses. This device shall drop-out pumps if all phases drop below 90% or if one phase drops below 80-83% nominal voltage. This device shall have a 1/2 second drop-out delay and is required for 400 vac service only.

**CITRUS COUNTY, FLORIDA
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

ITB # 22-124

**C.R. 491 ROADWAY IMPROVEMENTS
FROM AUDUBON PARK PATH to HORACE ALLEN ST.**

**SECTION 33 300
Wastewater Pumping Stations**

5.9. REMOTE TERMINAL UNITS

5.9.1 Pump Control Unit - The pump control unit shall be installed in the pump control panel and shall be a microprocessor-based multi-pump controller module designed for use with the telemetry systems. As a minimum the pump control unit shall have the following features:

5.9.1.1 Local automatic control shall be from submerged transducer inputs. All the electronics for each type of input shall be included in the TCU.

5.9.1.2 Local manual control provided by HOA switches. The HOA switches shall be fail safe and operate in the OFF and HAND position without power. HOA Switch Alarms shall be reported back to central site computer. Alarms shall indicate that an HOA switch has been left in the HAND or OFF position.

5.9.1.3 Remote control from the central site computer shall provide individual pump overrides and disables, station and alarm disables.

5.9.1.4 Triplex/Duplex/Simplex configurable. The module shall have the capability of being configured for one, two or three pumps.

5.9.1.5 Pump alternation function shall be provided. Alternation around non-operational pumps shall be provided.

5.9.1.6 An on-board 240 VAC three phase monitor shall be provided. The phase monitor shall be transformer-isolated and detect loss of phase, phase reversal, low phase, and high phase faults. All phase monitor adjustments shall be adjustable from the keyboard. Phase voltages from phase A to B and from phase A to C shall be transmitted to the central site computer.

5.9.1.7 The TCU shall be easily replaced by removing two industry standard terminal connectors.

5.9.1.8 Alarm light and bell outputs capable of driving 120 VAC loads to 1 amp.

5.9.1.9 Local input for alarm silence switch.

5.9.1.10 Remote alarm bell and light disable from central site computer.

5.9.1.11 Liquid level alarm reporting back to central site computer when operating levels are out of sequence. In this mode each liquid level position shall be transmitted to the central computer.

**CITRUS COUNTY, FLORIDA
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

ITB # 22-124

**C.R. 491 ROADWAY IMPROVEMENTS
FROM AUDUBON PARK PATH to HORACE ALLEN ST.**

SECTION 33 300

Wastewater Pumping Stations

5.9.1.12 The TCU shall utilize a 16-character display to provide the operators with the elapsed runtime of each pump, the average runtime of each pump, the flow of each pump, the flow of the station and the time of day.

5.9.1.13 Pumps/Starter/Breaker Fault alarms shall be reported back to central site computer. The alarms shall be activated when a pump is called to run, but fails to run, or if the pump is turned off by the TCU but continues to run.

5.9.1.14 Pump run status shall be reported back to central site computer. Pump run times recorded with 2 second accuracy.

5.9.1.15. Configuration parameters shall be adjustable through the front mounted keypad or a RS-232 service port.

5.9.1.16 Redundancy of level sensing devices shall be supported.

5.9.1.17 All inputs and outputs shall be optically or magnetically isolated and surge suppressed.

5.9.2 Antenna Subsystem – A high gain directional or omni-type antenna shall be used to transmit and receive data at the Remote Terminal Units. When an antenna mast/pole is utilized, it shall be hot dipped galvanized for corrosion protection. All mounting hardware shall be made of stainless steel. The mast shall meet or exceed the quality and reliability of the AG20 manufactured by Rohn. The coax cable shall be the type that utilizes an inert semi-liquid compound to flood the copper braid. The coax cable shall be of the RG-8 construction type and have the RF-loss characteristic of foam flex. The coax cable shall meet or exceed the quality, reliability, and performance of RTC 400 as supplied by Data Flow systems, Inc. of Melbourne, Florida. Type N connectors shall be utilized at both ends of the coax. The Type N connectors shall be sealed with 3-inch sections of Alpha FIT321-1-0 sealant shrink tubing. The coax cable shall be secured to the mast/pole with EVA-coated 316 stainless steel cable ties. The cable ties shall meet or exceed the quality, reliability, and performance of AE112 cable ties manufactured by Band-It. The RTU shall be protected from electrical surge or transients entering through the coaxial cable by use of a coaxial cable surge protector. The unit shall meet or exceed the quality, reliability, and performance of the IS-B50LN-C2 manufactured by Polyphaser. The directional antennas shall have all welded aluminum elements, and single radiator element connected to a type N female connector. Element connections utilizing nuts and bolts are not acceptable. The antennas shall meet or exceed the quality, reliability and performance of the RTA and LAA series as provided by Data Flow Systems, Inc. of Melbourne, Florida. The antenna/tower shall be designed to meet 120 MPH wind loading without damage. Sealed engineering drawings from a Florida professional engineer shall be submitted to the Engineer to verify the design.

5.9.3. Warranty - The SYSTEM SUPPLIER shall warrant all hardware and software provided under this contract against all defects in material and workmanship for a period of one year. The

**CITRUS COUNTY, FLORIDA
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

ITB # 22-124

**C.R. 491 ROADWAY IMPROVEMENTS
FROM AUDUBON PARK PATH to HORACE ALLEN ST.**

**SECTION 33 300
Wastewater Pumping Stations**

system supplier shall warrant the telemetry software to be free of defects for as long as it is operational in the county. The SYSTEM SUPPLIER shall also provide free updates to this software for the life of the system. The function modules utilized in the remote terminal units shall carry an additional two-year return-to-factory warranty. The two-year return-to-factory warranty shall also cover damage due to lightning.

5.9.4 Service - The SYSTEM SUPPLIER shall offer full factory support of the installed system through the use of factory employees. Service representatives who are not direct employees of the SYSTEM SUPPLIER, or who are not specifically trained in the service of radio telemetry systems shall be unacceptable. The customer shall have 24 hour per day access to service personnel.

6.0 EXECUTION

6.1 GUIDELINES:

All materials and equipment are to be installed in a neat workmanlike manner utilizing skilled craftsmen in the trade. The finished product shall have a neat, finished appearance, and be fully functional as described by these contract documents.

6.2 CONDUIT INSTALLATION

6.2.1 Where conduits enter or leave all outlet boxes, cabinets safety switches, tap boxes, motor controllers, etc., threaded hubs shall be used. Bushings 1-inch and larger shall be of an approved insulated type. Unless otherwise indicated, conduit 2-inches shall be supported at intervals not exceeding ten (10) feet.

6.2.2 During construction, all installed raceways shall be temporarily plugged or otherwise protected from the entrance of moisture, dirt, trash, plaster, moisture, etc., through neglect of the CONTRACTOR to so protect them, shall be replaced by the CONTRACTOR without additional expense to the Owner. No kinked, clogged, or deformed raceways will be permitted on the job. Raceways shall be cut to proper length so that ends will fit accurately in the outlets. Where raceways cross building expansion joints, a suitable raceway expansion fitting shall be used.

6.2.3 Size of raceway shall not be less than NEC requirements, but in no case shall be less than indicated on the Drawings. Combining of circuits, other than detailed, will not be permitted. The CONTRACTOR shall install larger size raceways than detailed where there is excessive length of unbroken run or excessive number of bends.

6.2.4 Bends in metallic raceways shall be made while "cold" and in no case shall the raceways be heated. Raceways shall not be bent through more than 90°. The radius of bends shall not be less than six (6) times the internal diameter of the raceway. Not more than four (4) (equivalent 90°) bends will be permitted between outlets, the bends at the outlets being counted.

**CITRUS COUNTY, FLORIDA
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

ITB # 22-124

**C.R. 491 ROADWAY IMPROVEMENTS
FROM AUDUBON PARK PATH to HORACE ALLEN ST.**

SECTION 33 300

Wastewater Pumping Stations

6.2.5 Raceways shall be properly aligned, grouped, and supported. Exposed raceways shall be installed at the right angles to or parallel to the principal structural members. Concealed raceways, unless otherwise indicated, may take the most direct route between outlets. Raceways shall be firmly held in place. Raceways shall run to avoid trapping wherever possible. Where areas are indicated for future openings, foundations, etc., all raceways shall be run around such areas. The CONTRACTOR shall provide necessary inserts in poured concrete areas and shall furnish and install all necessary sleeves through walls, floors, and roofs for passage of raceways. Sleeves through roofs and/or exterior walls shall be properly sealed by the CONTRACTOR against entrance of moisture, etc., into the building. Where necessary repairs to the building structure using material in no way inferior to that originally installed and using labor skilled in the trades involved.

6.3 BOXES

6.3.1 Install all outlet boxes, tap, junction or pull boxes, device boxes, etc., necessary for the complete installation as indicated on the Drawing and/or specified herein. All boxes shall be rigidly mounted and shall be equipped with suitable screw fastened covers. Where necessary for boxes to be supported away from the ceiling, structural steel members shall be provided for supports. All raceways entering boxes shall be mechanically and electrically secure. Open knockouts or holes in boxes shall be plugged with suitable blanking devices. Boxes shall be cleared of all plaster, dirt, trash, etc., before the installation of any wiring devices and/or before the installation of cover plates.

6.4. CONDUCTORS

6.4.1 Splices, taps and attachments of fittings and lugs shall be electrically and mechanically secure. Approved solderless lugs and connectors shall be used for all conductors with 2-bolt type being used for sized No. 4/0 and larger. There shall be plenty of slack cable in boxes, outlets, and cabinets to ensure that there is no binding at the bushings. All lugs shall be of the correct sizes for the conductor to fit the conductor into a lug. Taping of joints shall be either with Scotch electrical tape or varnished cambric tape and friction tape to secure insulation strength equal to that of the conductors joined.

6.4.2 Splices or joints with friction tape outer covering in conductors of size No. 4 AWG or larger shall have three (3) coats of suitable insulating varnish paint applied over tape. Conductors shall be color coded in accordance with NEC.

6.5 GROUNDING

6.5.1 The entire electrical system shall be completely and effectively grounded as required by the NEC and as specified hereinafter.

**CITRUS COUNTY, FLORIDA
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

ITB # 22-124

**C.R. 491 ROADWAY IMPROVEMENTS
FROM AUDUBON PARK PATH to HORACE ALLEN ST.**

SECTION 33 300

Wastewater Pumping Stations

6.5.2 All metallic raceways shall be mechanically and electrically secure at all joints and at all boxes, cabinets, fittings, and equipment. Metallic raceways entering the motor control center control panels or other electrical boxes shall be grounded to the appropriate ground bus. All metallic raceways shall be electrically continuous throughout the entire conduit system. Bond wires shall be used in exterior concrete pull boxes.

6.5.3 The ground plane shall consist of a minimum of 2-5/8" x 20' copper ground rods spaced at least 10' apart. Rods and system ground shall be connected with a #1/0 copper ground to the service entrance ground. The ground resistance shall be tested and additional rods or plates added to achieve a dry season resistance not exceeding 5 ohms.

6.6 SUPPORTS

6.6.1 The CONTRACTOR shall furnish and install all necessary supports for properly mounting all electrical equipment and raceways. Such supports shall be fabricated and installed in a neat and workmanlike manner, and care shall be taken that at no time shall any portion of the building structure be overloaded. Should the building structure sustain damage through carelessness or through failure of the CONTRACTOR to properly support and install the electrical equipment, the CONTRACTOR shall bear all costs involved in repairing or replacing such installation.

6.6.2 All steel shapes exposed to the weather shall be galvanized after all cutting, drilling, and/or welding is done. All shop connections shall be welded or riveted, and all field connections shall be bolted on all outdoor structures. Where the field cutting or drilling of galvanized steel is necessary, the CONTRACTOR shall apply one (1) coat of priming paint and one (1) finish coat of aluminum and oil paint.

6.7 TESTS AND CHECKS

6.7.1 The following minimum tests and checks shall be made prior to the termination of any field wiring.

6.7.1.1 Megger terminals and buses after disconnecting devices sensitive to megger voltage.

6.7.1.2 A 1,000V DC megger shall be used for these tests.

6.7.1.3 The first test shall be made with main circuit breaker closed and all remaining breakers open. A second test shall be made with all circuit breakers closed.

6.7.1.4 The test results shall be recorded and forwarded to the Engineer for his review. Minimum megger readings shall be 100 megohms in both tests.

6.7.2 The following shall be done before energizing any motor control center or control panel.

**CITRUS COUNTY, FLORIDA
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

ITB # 22-124

**C.R. 491 ROADWAY IMPROVEMENTS
FROM AUDUBON PARK PATH to HORACE ALLEN ST.**

**SECTION 33 300
Wastewater Pumping Stations**

6.7.2.1 Remove all current transformer shunts after completing the secondary circuit.

6.7.2.2. Install overload relay heaters based on actual motor nameplate current. If capacitors are installed between starter and motor, use overload relay heaters based on measured motor current.

6.7.2.3 Check all mechanical interlocks for proper operation.

6.7.2.4 Vacuum clean all interior equipment.

6.7.3 Tests: Functional testing of the control system will take place at the time of pump, motor, system testing and startup as these components are to be under single responsibility.

6.8 SPARE PARTS

6.8.1 Spare parts shall be furnished to permit convenient and quick service restoration upon failure of a particular unit and shall include the following:

6.8.1.1 Pump Control Panel:

- One (1) spare surge suppressor
- One (1) spare polypropylene weighted float
- One (1) box of all miscellaneous components; lights, switches, etc. utilized by the Pump Control Panel

7.0 VALVES

7.1 GENERAL

The Contractor shall furnish and install check valves, gate valves, and appurtenances as shown on the drawings and as specified in Citrus County Utility Standards Sub-Section 351 for water valves and Sub-Section 430 for sewer valves and as specified herein.

7.2 CHECK VALVES

Check valves shall be as specified in Citrus County Utility Sub-Section 430 but shall also meet the following requirements. Disc shall operate on a 316 stainless steel shaft connected to a 316 stainless steel outside lever and 316 stainless steel spring. Valves shall be rated Class 150 minimum, except as noted otherwise. Springs to be rated as per manufacturer's recommendations. Check valves for Reduced Capacity pump stations shall be horizontal swing check valve, with spring assisted disc closing, flanged ends, American Flow Control, 52 SC or pre-approved equal.

**CITRUS COUNTY, FLORIDA
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

ITB # 22-124

**C.R. 491 ROADWAY IMPROVEMENTS
FROM AUDUBON PARK PATH to HORACE ALLEN ST.**

**SECTION 33 300
Wastewater Pumping Stations**

7.3 GATE VALVES

Valves for water service sizes 0 inch through 2 inch shall be bronze gate.

7.4 HOSE BIBS

Hose Bibs shall be bronze bodied.

7.5 BALL VALVES

Subject to pre-approval by the ENGINEER, reduced Capacity pump stations may use True Union Ball valves instead of gate valves. True Union Ball valves for discharge piping shall be PVC True Union Ball Valves with flanged ends, Series "TUB" by Industrial Plastics Technology.

8.0 SADDLE TAP FOR PRESSURE GAUGES

Saddle tap for pressure gauges shall be furnished on all discharge pipes as shown on the drawings and shall be a stainless steel strapped, epoxy or nylon coated ductile iron bodied tapping saddle with one $\frac{3}{4}$ inch x $\frac{1}{2}$ inch brass bushing, one $\frac{1}{2}$ inch bronze nipple, one $\frac{1}{2}$ inch bronze ball valve and one $\frac{1}{2}$ inch NPT PVC cap.

9.0 ELECTRICAL WORK

9.1 pumping station control panels shall be completely wired at the factory. Complete wiring diagrams and electrical installation drawings shall be provided to the ENGINEER.

9.2 All wiring shall meet the requirements of the national electrical code. All wiring outside the control panels shall be enclosed in rigid PVC conduit sized for 50% fill unless indicated otherwise. A separate conduit shall be used for each pump power cable sized for not more than 50% fill. Each conduit shall be sealed gas tight with "duct seal" at NEMA 7 wireway entry.

9.3 The power line and each motor line shall enter the bottom of the motor control panel separately and be SCH 40 PVC sized as per national electric code. Each line shall travel directly from motor control panel to wetwell and contain only one pulling 90-degree ell at base of control panel.

9.4 The pumping station incoming service shall consist of type THW or XHHW copper conductors in rigid PVC conduit installed a minimum of 24 inches below final grade.

9.5 The electric service shall be sized as indicated on the drawings.

9.6 Electric service shall be routed within citrus county right-of-way. As-built documentation shall include a diagram indicating actual routing from utility transformers to station meter and to

**CITRUS COUNTY, FLORIDA
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

ITB # 22-124

**C.R. 491 ROADWAY IMPROVEMENTS
FROM AUDUBON PARK PATH to HORACE ALLEN ST.**

SECTION 33 300

Wastewater Pumping Stations

control panel. If overhead service, an electrical pole shall be set within the pump station fencing as indicated on the site plan. Overhead electrical wires shall be coordinated with citrus county such that they do not cross over pump station driveway. If this is not possible, then an underground service must be installed. Underground service shall be as detailed on the plans.

9.7 The motor control panel and service shall be grounded per NEC Article 250 and utilize a minimum of two grounding electrodes at least 6 feet apart. The grounding conductor shall be continuous from the meter can, through the grounding electrode system to the fence. The neutral conductor shall not serve as the grounding conductor to the main breaker panel. A separate conductor shall be used for this purpose. Grounding system shall be buried and be inside PVC electrical conduit.

9.8 A digital file containing complete panel as-built wiring diagrams and operational & maintenance data shall be provided to the ENGINEER in AutoCAD format and PDF format. Complete electrical installation drawings shall also be provided in AutoCad format and PDF format.

10.0 TESTING

10.1 FACTORY TESTS

The pump manufacturer shall perform the following tests on each pump prior to shipment.

10.1.1 Megger the pump motor and cable for insulation breaks or moisture intrusion.

10.1.2 Prior to submergence, run pump dry and check for correct rotation.

10.1.3 Pump shall be run continuously for 30 minutes in a submerged condition, with a minimum submergence of 10 feet.

10.1.4 Pump shall be removed from test tank, meggered immediately for moisture and all seals checked for water intrusion.

10.1.5 Pumps shall be operated at a minimum of 6 points to establish the hydraulic curve. KW input shall be monitored and recorded. One test point shall be performed with discharge valve closed. Pumps shall develop appropriate capacity and head within Hydraulic Institute Standards without excessive noise, vibration, or cavitation.

10.1.6 The pump supplier shall submit copies of certified Hydraulic Institute test reports including factory pump curves of identical model pump (s) provided to the ENGINEER (in lieu of written certified test reports for each pump supplied.)

10.2 FIELD ACCEPTANCE TESTING

**CITRUS COUNTY, FLORIDA
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

ITB # 22-124

**C.R. 491 ROADWAY IMPROVEMENTS
FROM AUDUBON PARK PATH to HORACE ALLEN ST.**

**SECTION 33 300
Wastewater Pumping Stations**

10.2.1 Pre-final Inspection

Prior to final inspection, the Contractor shall conduct a pre-final site inspection in the presence of a Citrus County representative. Any deficiencies noted at this time shall be corrected prior to scheduling of the final inspection.

10.2.2 Final Inspection

The Contractor shall be responsible for conducting the following field acceptance tests and start-up procedures in the presence of a Citrus County representative. The Contractor shall notify Citrus County Utilities at (352) 746-527-7650, the Engineer and the pump manufacturer's representative 48 hours prior to start-up. The Contractor shall furnish all labor, piping, equipment, water and materials required to perform the acceptance testing. The Contractor shall ensure the force main is clear of all sand and debris and is full of water prior to the pump test.

10.2.2.1 The Contractor shall demonstrate that the pump mounting and guide rail systems are fully operational. The Contractor shall remove and reinstall the pumps in the presence of the Citrus County representative, prior to conducting the performance test.

10.2.2.2 Pump Performance - Prior to acceptance, as part of the final inspection, and prior to placing the station into operation, the Contractor shall conduct a pump performance test. Pumps shall operate according to the operating conditions indicated on the drawings without excessive vibration or overheating. Testing shall be performed using clean water. The Contractor shall supply water at his own expense to perform the required testing. Pumping rates shall be determined by pumping a calculated volume of water in a specified time interval. Head and flow conditions shall be measured and recorded. Water levels during testing shall fall within the pump control levels shown on the drawings. Amperage draws shall be monitored to determine effectiveness and efficiency of equipment. The test shall be repeated until satisfactory results are obtained. The test results shall be recorded on the Pump Test Report sheet included herein. If the Contractor is unable to demonstrate that the pumping unit performs satisfactorily, the unit shall be rejected. The Contractor shall then remove and replace the defective unit at his own expense. Satisfactory performance Included, but is not limited to, the following:

10.2.2.2.1 Pumps - Pumps shall deliver rated GPM at rated TDH.

10.2.2.2.2 Motors - Running amperage shall be noted and recorded on each leg of power cord while pump is operating under full load.

10.2.2.2.3 All self-test trip relays shall demonstrate ability to simulate a fault condition. All test results shall be recorded on the pump test report and be submitted to the Engineer.

**CITRUS COUNTY, FLORIDA
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

ITB # 22-124

**C.R. 491 ROADWAY IMPROVEMENTS
FROM AUDUBON PARK PATH to HORACE ALLEN ST.**

SECTION 33 300

Wastewater Pumping Stations

10.2.2.2.4 Pumps shall operate within 5 % of the approved, certified, head-capacity curve.

10.2.2.2.5 Following performance testing, pumps shall be meggered for pump-moisture intrusion.

11.0 SPARE PARTS

The following items shall be furnished with each station: One spare pressure gauge and seal unit, one bar type valve handle, one spare flapper and hinge pin for check valves.

The following spare parts and tools shall be furnished for each pump: one set of ceramic stationary seal and rotating carbon seal, two sets of spare gaskets and "O" rings including sealing flange gasket, special impeller pullers, and special wrenches needed for breakdown of pump.

12.0 REFERENCE POINTS AND LAYOUT

The Contractor shall be responsible for setting all grade stakes, lines and levels. The Contractor's Florida licensed Surveyor will provide centerline of construction, ROW staking, and verification that the liftstation is installed on County owned property and will establish a benchmark. Any reference points, points of intersection, property corners, or benchmarks, which are disturbed during construction shall be restored by a Land Surveyor registered to practice in the state of Florida, and all costs thereof shall be borne by the Contractor. The Contractor shall assume all responsibility for the correctness of the grade and alignment stakes.

13.0 PRE-CAST CONCRETE WETWELL

13.1 SCOPE

This specification covers polymer concrete lift stations intended for use in sanitary sewers, storm sewers and water lines where corrosion resistance is required.

13.2 REFERENCES

- A. ASTM C 478 (most current) Standard Specification for Precast Reinforced Concrete Manhole Sections.
- B. ASTM C 579 (most current) Standard Test Methods for Compressive Strength of Chemical-Resistant Mortars, Grouts, Monolithic, Surfacing, and Polymer Concretes
- C. ASTM C 443 (most current) Standard Specification for Joints for Concrete Pipe and Manholes Using Rubber Gaskets

**CITRUS COUNTY, FLORIDA
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

ITB # 22-124

**C.R. 491 ROADWAY IMPROVEMENTS
FROM AUDUBON PARK PATH to HORACE ALLEN ST.**

SECTION 33 300

Wastewater Pumping Stations

- D. ASTM C 580 (most current) Standard Test Method for Flexural Strength and Modulus of Elasticity of Chemical-Resistant Mortars, Grouts, Monolithic Surfacing, and Polymer Concretes
- E. ASTM C 857 (most current) Standard Practice for Minimum Structural Design Loading for Underground Utility Structures.
- F. ACI 350-06 Code Requirements for Environmental Engineering Concrete Structures & Commentary
- G. ACI 440.1R-15 Guide for the Design and Construction of Structural Concrete Reinforced with Fiber-Reinforced Polymer (FRP) Bars
- H. ACI 548.6R-96 Polymer Concrete-Structural Applications State-of-the-Art Report
- I. ASTM D 648 (most current) Test Method for Deflection Temperature of Plastics Under Flexural Load in Edgewise Position.
- J. ASTM D 6783 (most current) Standard Specification for Polymer Concrete Pipe.
- K. ASTM D 2584 (most current) Test Method for Ignition Loss of Cured Reinforced Resins.
- L. ASTM C 923 (most current) Standard Specifications for Resilient Connectors between Concrete Manholes Structures and Pipe.
- M. ASTM C 990 (most current) Standard Specification for Joints for Concrete Pipe, Manholes and Precast Box Sections using Preformed Flexible Joint Sealants
- N. ASTM C 497 (most current) Test Methods for Concrete Pipe, Manhole Sections, or Tile.

13.3 SUBMITTALS

- A. Conform to bid document requirements
- B. Submit manufacturer's data and details of following items for approval:
 - 1. Shop drawings of lift station sections, base units and construction details, jointing methods, materials, and dimensions
 - 2. Summary of criteria used in lift station design including, as minimum, material properties, loading criteria, and dimensions assumed. Include certification from

**CITRUS COUNTY, FLORIDA
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

ITB # 22-124

**C.R. 491 ROADWAY IMPROVEMENTS
FROM AUDUBON PARK PATH to HORACE ALLEN ST.**

SECTION 33 300

Wastewater Pumping Stations

manufacturer that polymer concrete manhole design meets or exceeds the load and strength requirements of ASTM C 478 and ASTM C 857, reinforced in accordance with ACI 440.1R-15.

3. Frames, grates, vent pipes, rings, and covers
 4. Materials to be used in fabricating pipe drop connections
 5. Materials to be used for pipe connections
 6. Materials to be used for stubs and stub plugs, if required
 7. Proof of independent chemical resistance testing conducted in accordance with the standard specifications for public works construction (California Greenbook) Section 211-2
 8. Current ISO 9001:2018 Certification
 9. References of 10 previous polymer concrete projects including scope in the last 5 years performed with both owner and contractor for reference and review by owner
 - 10.A 50 Year Corrosion Warranty
- C. Submitted sealed drawings by a registered Professional Engineer in the state of construction project.

13.4 POLYMER CONCRETE LIFT STATIONS

- A. Provide polymer concrete lift station sections, monolithic base sections and related components
- B. Provide base riser section with monolithic floors, unless shown otherwise.
- C. Provide riser sections joined with bell and spigot / ship-lap design seamed with butyl mastic and or rubber gaskets (ASTM C 990) so that on assembly, manhole base, riser and top section make a continuous and uniform manhole structure
- D. Construct riser sections for polymer concrete lift stations from standard polymer concrete cylinder sections of the diameter indicated on drawings. Use various lengths of polymer concrete sections in combination to provide correct height with the fewest joints

**CITRUS COUNTY, FLORIDA
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

ITB # 22-124

**C.R. 491 ROADWAY IMPROVEMENTS
FROM AUDUBON PARK PATH to HORACE ALLEN ST.**

**SECTION 33 300
Wastewater Pumping Stations**

- E. Design wall sections for depth and loading conditions with wall thickness as designed by polymer concrete manufacturer
- F. Provide tops to support AASHTO HS-20 loading or loads as required and receiving non-vented, solid cast iron frame covers or hatches, as indicated on drawings

13.5 DESIGN CRITERIA

- A. Polymer concrete risers, cones, flat lids, grade rings and manhole base sections shall be designed by manufacturer to meet the intent of ASTM C 478 with allowable compositional and sizing differences as designed by the polymer concrete manufacturer.
- B. AASHTO HS-20 design or as required loading applied to manhole cover and transition and base slabs
- C. Polymer manholes will be designed based upon live and dead load criteria in ASTM C 857 and ACI 350-06
- D. Unit soil weight of 120 pcf located above portions of manhole, including base slab projections
- E. Internal liquid pressure based on unit weight of 63 pcf
- F. Dead load of manhole sections fully supported by polymer concrete manhole base
- G. Buoyancy calculations to be provided based on geotechnical report with a safety factor of at least 2.0

13.6 DESIGN

- A. Polymer Concrete risers, cones, flat lids, grade rings and manhole base sections shall be designed by manufacturer to meet loading requirements of AASHTO HS-20 loading, and the polymer concrete design is as follows:
 - 1. Polymer Concrete Mix Design shall consist of thermosetting resin, sand, and aggregate. No Portland cement shall be allowed as part of the mix design matrix. All sand and aggregate shall be inert in an acidic environment
 - 2. Reinforcement – Shall use acid resistant reinforcement (FRP Bar) in accordance with ACI 440.1R-06 as applicable for polymer concrete design

**CITRUS COUNTY, FLORIDA
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

ITB # 22-124

**C.R. 491 ROADWAY IMPROVEMENTS
FROM AUDUBON PARK PATH to HORACE ALLEN ST.**

SECTION 33 300

Wastewater Pumping Stations

3. The wall thickness of polymer concrete structures shall not be less than that prescribed by the manufacturer's design by less than 95% of stated design thickness
4. Each polymer concrete component shall be free of all defects, including indentations, cracks, foreign inclusions and resin starved areas that, due to their nature and degree or extent, detrimentally affect the strength and serviceability of the component part. Cosmetic defect shall not be cause for rejection. The nominal internal diameter of manhole components shall not vary more than 2%. Variations in height of two opposite sides of risers and cones shall not be more the 5/8 inch. The under run in height of a riser or cone shall not be more than ¼ in/ft of height with a maximum of ½ inch in any one section
5. Marking and Identification - Each manhole shall be marked with the following information - Manufacturer's name or trademark, Manufacturer's location, and Production Date
6. Lift station joints shall be assembled with a bell/spigot or shiplap butyl mastic and/or gasketed joint so that on assembly, manhole base, riser and top section make a continuous and uniform manhole. Joint sealing surfaces shall be free of dents, gouges and other surface irregularities that would affect joint integrity
7. Minimum clearance between wall penetrations and joints shall be per manufacturer's design
8. Construct invert channels to provide smooth flow transition with minimal disruption of flow at pipe-manhole connections. Invert slope through manhole is as indicated on drawings. All precast base sections to be cast monolithically. Polymer bench and channel are to be constructed with all polymer concrete material. The polymer concrete lift stations shall be installed via tremie method. Extended ballast slab requirements for buoyancy concerns can be addressed with cementitious concrete material
9. Provide resilient connectors conforming to requirements of ASTM C923 or other options as available. All connectors are to be watertight. Install approved resilient connectors at each pipe entering and exiting manholes in accordance with manufacturer's instructions

13.7 QUALITY CONTROL

- A. Facility Quality Control shall be maintained by adhering to ISO 9001:2018 for manufacturing. All fabricators shall be ISO 9001:2018 Certified. All fabrication will take place in an all-polymer concrete fabrication facility. At no time will the polymer

**CITRUS COUNTY, FLORIDA
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

ITB # 22-124

**C.R. 491 ROADWAY IMPROVEMENTS
FROM AUDUBON PARK PATH to HORACE ALLEN ST.**

SECTION 33 300

Wastewater Pumping Stations

concrete fabrication facility share the facility with a cementitious precast product production facility. Fabricator is also to provide references of 10 previous projects in the last 5 years performed with both owner and contractor for reference and the scope and review by owner.

- B. Polymer concrete shall be cast in a polymer concrete only facility and shall not be manufactured in a cementitious concrete facility

13.8 GROUTING

All materials needed for grouting and patching will be a polyester mortar compound provided by the manufacturer or an approved equal by the manufacturer

13.9 MANUFACTURER

Armorock Polymer Concrete, www.armorock.com 702-824-9702

14.0 PRE-CAST CONCRETE MANHOLES

14.1 SCOPE

This specification covers polymer concrete manholes intended for use in sanitary sewers, storm sewers and water lines where corrosion resistance is required.

14.2 REFERENCES

- A. ASTM C 478 (most current) Standard Specification for Precast Reinforced Concrete Manhole Sections.
- B. ASTM C 579 (most current) Standard Test Methods for Compressive Strength of Chemical-Resistant Mortars, Grouts, Monolithic, Surfacing, and Polymer Concretes
- C. ASTM C 443 (most current) Standard Specification for Joints for Concrete Pipe and Manholes Using Rubber Gaskets
- D. ASTM C 580 (most current) Standard Test Method for Flexural Strength and Modulus of Elasticity of Chemical-Resistant Mortars, Grouts, Monolithic Surfacing, and Polymer Concretes
- E. ASTM C 857 (most current) Standard Practice for Minimum Structural Design Loading for Underground Utility Structures.

**CITRUS COUNTY, FLORIDA
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

ITB # 22-124

**C.R. 491 ROADWAY IMPROVEMENTS
FROM AUDUBON PARK PATH to HORACE ALLEN ST.**

SECTION 33 300

Wastewater Pumping Stations

- F. ACI 350-06 Code Requirements for Environmental Engineering Concrete Structures & Commentary
- G. ACI 440.1R-15 Guide for the Design and Construction of Structural Concrete Reinforced with Fiber-Reinforced Polymer (FRP) Bars
- H. ACI 548.6R-96 Polymer Concrete-Structural Applications State-of-the-Art Report
- I. ASTM D 648 (most current) Test Method for Deflection Temperature of Plastics Under Flexural Load in Edgewise Position.
- J. ASTM C 923 (most current) Standard Specifications for Resilient Connectors between Concrete Manholes Structures and Pipe.
- K. ASTM C 990 (most current) Standard Specification for Joints for Concrete Pipe, Manholes and Precast Box Sections using Preformed Flexible Joint Sealants
- L. ASTM C 497 (most current) Test Methods for Concrete Pipe, Manhole Sections, or Tile.
- M. ASTM D 6783 (most current) Standard Specification for Polymer Concrete Pipe.
- N. ASTM D 2584 (most current) Test Method for Ignition Loss of Cured Reinforced Resins.

14.3 SUBMITTALS

- A. Conform to bid document requirements
- B. Submit manufacturer's data and details of following items for approval:
 - 1. Shop drawings of manhole sections, base units and construction details, jointing methods, materials, and dimensions
 - 2. Summary of criteria used in manhole design including, as minimum, material properties, loading criteria, and dimensions assumed. Include certification from manufacturer that polymer concrete manhole design meets or exceeds the load and strength requirements of ASTM C 478 and ASTM C 857, reinforced in accordance with ACI 440.1R-15.
 - 3. Frames, grates, rings, and covers
 - 4. Materials to be used in fabricating pipe drop connections

**CITRUS COUNTY, FLORIDA
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

ITB # 22-124

**C.R. 491 ROADWAY IMPROVEMENTS
FROM AUDUBON PARK PATH to HORACE ALLEN ST.**

**SECTION 33 300
Wastewater Pumping Stations**

5. Materials to be used for pipe connections
 6. Materials to be used for stubs and stub plugs, if required
 7. Proof of independent chemical resistance testing conducted in accordance with the standard specifications for public works construction (California Greenbook) Section 211-2
 8. Current ISO 9001:2015 Certification
 9. References of 10 previous polymer concrete projects including scope in the last 5 years performed with both owner and contractor for reference and review by owner
- C. Submitted sealed drawings by a registered Professional Engineer

14.4 POLYMER CONCRETE MANHOLES

- A. Provide polymer concrete manhole sections, monolithic base sections and related components referencing to ASTM C 478. ASTM C 478 material and manufacturing is allowed compositional and dimensional differences required by a polymer concrete product
- B. Provide base riser section with monolithic floors, unless shown otherwise
- C. Provide riser sections joined with bell and spigot / ship-lap design seamed with butyl mastic and or rubber gaskets (ASTM C 990) so that on assembly, manhole base, riser and top section make a continuous and uniform manhole structure
- D. Construct riser sections for polymer concrete manholes from standard polymer concrete manhole sections of the diameter indicated on drawings. Use various lengths of polymer concrete manhole sections in combination to provide correct height with the fewest joints
- E. Design wall sections for depth and loading conditions with wall thickness as designed by polymer concrete manufacturer
- F. Provide tops to support AASHTO HS-20 loading or loads as required and receiving cast iron frame covers or hatches, as indicated on drawings

**CITRUS COUNTY, FLORIDA
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

ITB # 22-124

**C.R. 491 ROADWAY IMPROVEMENTS
FROM AUDUBON PARK PATH to HORACE ALLEN ST.**

**SECTION 33 300
Wastewater Pumping Stations**

14.5 DESIGN CRITERIA

- A. Polymer Concrete Manhole risers, cones, flat lids, grade rings and manhole base sections shall be designed by manufacturer to meet the intent of ASTM C 478 with allowable compositional and sizing differences as designed by the polymer concrete manufacturer.
- B. AASHTO HS-20 design or as required loading applied to manhole cover and transition and base slabs
- C. Polymer manholes will be designed based upon live and dead load criteria in ASTM C 857 and ACI 350-06
- D. Unit soil weight of 120 pcf located above portions of manhole, including base slab projections
- E. Internal liquid pressure based on unit weight of 63 pcf
- F. Dead load of manhole sections fully supported by polymer concrete manhole base

14.6 DESIGN

- A. Polymer Concrete Manhole risers, cones, flat lids, grade rings and manhole base sections shall be designed by manufacturer to meet loading requirements of ASTM C 478, ASTM C 857 and ACI 350-06 as modified for polymer concrete manhole design as follows:
 - 1. Polymer Concrete Mix Design shall consist of thermosetting resin, sand, and aggregate. No Portland cement shall be allowed as part of the mix design matrix. All sand and aggregate shall be inert in an acidic environment
 - 2. Reinforcement – Shall use acid resistant reinforcement (FRP Bar) in accordance with ACI 440.1R-06 as applicable for polymer concrete design
 - 3. The wall thickness of polymer concrete structures shall not be less than that prescribed by the manufacturer's design by less than 95% of stated design thickness
 - 4. Thermosetting Resin - The resin shall have a minimum deflection temperature of 158° F when tested at 264 psi (1.820 mPa) following Test Method D 648. The resin content shall not be less than 7% of the weight of the sample as determined by test method D 2584. Resin selection shall be suitable for applications in the corrosive conditions to which the polymer concrete manhole structures will be exposed

**CITRUS COUNTY, FLORIDA
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

ITB # 22-124

**C.R. 491 ROADWAY IMPROVEMENTS
FROM AUDUBON PARK PATH to HORACE ALLEN ST.**

**SECTION 33 300
Wastewater Pumping Stations**

5. Each polymer concrete manhole component shall be free of all defects, including indentations, cracks, foreign inclusions and resin starved areas that, due to their nature and degree or extent, detrimentally affect the strength and serviceability of the component part. Cosmetic defect shall not be cause for rejection. The nominal internal diameter of manhole components shall not vary more than 2%. Variations in height of two opposite sides of risers and cones shall not be more the 5/8 inch. The under run in height of a riser or cone shall not be more than ¼ in/ft of height with a maximum of ½ inch in any one section
6. Marking and Identification - Each manhole shall be marked with the following information - Manufacturer's name or trademark, Manufacturer's location and Production Date
7. Manhole joints shall be assembled with a bell/spigot or shiplap butyl mastic and/or gasketed joint so that on assembly, manhole base, riser and top section make a continuous and uniform manhole. Joint sealing surfaces shall be free of dents, gouges and other surface irregularities that would affect joint integrity
8. Minimum clearance between wall penetrations and joints shall be per manufacturer's design
9. Construct invert channels to provide smooth flow transition with minimal disruption of flow at pipe-manhole connections. Invert slope through manhole is as indicated on drawings. All precast base sections to be cast monolithically. Polymer bench and channel are to be constructed with all polymer concrete material. Extended ballast slab requirements for buoyancy concerns can be addressed with cementitious concrete material
10. Provide resilient connectors conforming to requirements of ASTM C 923 or other options as available. All connectors are to be watertight. Install approved resilient connectors at each pipe entering and exiting manholes in accordance with manufacturer's instructions

14.7 QUALITY CONTROL

- A. Facility Quality Control shall be maintained by adhering to ISO 9001:2015 for manufacturing. All fabricators shall be ISO 9001:2015 Certified. All fabrication will take place in an all-polymer concrete fabrication facility. At no time will the polymer concrete fabrication facility share the facility with a cementitious precast product production facility. Fabricator is also to provide references of 10 previous projects in the last 5 years performed with both owner and contractor for reference and the scope and review by owner.

**CITRUS COUNTY, FLORIDA
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

ITB # 22-124

**C.R. 491 ROADWAY IMPROVEMENTS
FROM AUDUBON PARK PATH to HORACE ALLEN ST.**

**SECTION 33 300
Wastewater Pumping Stations**

B. Polymer concrete shall be cast in a polymer only facility and shall not be manufactured in a cementitious concrete facility

14.8 GROUTING

All materials needed for grouting and patching will be a polyester mortar compound provided by the manufacturer or an approved equal by the manufacturer

14.9 MANUFACTURER

Armorock LLC, www.armorock.com 702-824-9702

15.0 WASHDOWN STATION

15.1 WATER SERVICE PIPING

Water service piping shall be 1-inch minimum diameter. Water meter, shall be 1-inch diameter. Water service piping downstream of water meter shall be 1 1/2-inch minimum diameter, unless pre-approved by the ENGINEER.

15.2 BACKFLOW PREVENTOR

The Contractor shall furnish and install a 1 inch reduced pressure (RPZ) backflow preventer. The reduced pressure backflow preventer shall consist of two independently operating check valves and a hydraulically dependent differential relief valve and two independent ball valve shut-offs. The reduced pressure backflow preventer shall protect against back-siphonage and backpressure conditions with both checks fouled.

15.3 WATER SERVICE & METER

The Contractor shall secure the water meter by notifying the ENGINEER who will furnish and install the meter and box. There is no fee for a water service for a Citrus County Standard Pumping station. The Contractor shall install the service in accordance with all applicable Citrus County Standard Details and Specifications and Citrus County will install the meter. The Contractor shall be responsible for the cost of all water used during construction and testing. The water service will then be transferred to Citrus County upon final acceptance of the pump station.

15.4 HOSE

**CITRUS COUNTY, FLORIDA
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

ITB # 22-124

**C.R. 491 ROADWAY IMPROVEMENTS
FROM AUDUBON PARK PATH to HORACE ALLEN ST.**

**SECTION 33 300
Wastewater Pumping Stations**

Washdown hose to be white with tapered nozzle, model number T260LL-150 as manufactured by Goodyear or pre-approved equal. Hose length shall be sufficient to reach bottom of wetwell from hose station.

16.0 SITE WORK

16.1 GENERAL

Refer to Citrus County Utility Sub-Section 206 - Site Preparation, Cleanup and Restoration, Citrus County Utility Sub-Section 207- Demolition and Abandonment, and Citrus County Utility Sub-Section 208 - Excavation and Earthwork. Slope concrete and site to drain towards street or other adjacent, or County owned drainage facility.

16.2 ACCESS FROM ROW

Sewage pump stations shall be constructed in Rights of Way accessible by the ENGINEER, at all times. Unobstructed access shall be a minimum 12 ft. wide, paved driveway constructed from the station wetwell to public roads and streets.

16.3 DRIVEWAYS, PADS, AND WALKS

16.3.1 Concrete

All work under this section shall be of 3,000 PSI concrete, as specified in Citrus County Utility Sub-Section 237, Structural Concrete.

16.3.2 Reinforcement

Where the plans call for steel mat reinforcement, such reinforcement shall conform to the requirements specified in Florida Department of Transportation, Standard Specification for Road and Bridge Construction. Minimum reinforcement is 6 x 6 x 10 gauge welded wire fabric.

16.3.3 Forms

Forms for this work shall be made of either wood or metal and shall have a depth equal to the plan dimensions for the depth of concrete being deposited against them. They shall be straight, free from warp or bends, and of sufficient strength, when staked, to resist the pressure of the concrete without deviation from line and grade. Forms shall be cleaned each time they are used and shall be oiled or saturated with water prior to placing the concrete.

16.3.4 Excavation

**CITRUS COUNTY, FLORIDA
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

ITB # 22-124

**C.R. 491 ROADWAY IMPROVEMENTS
FROM AUDUBON PARK PATH to HORACE ALLEN ST.**

**SECTION 33 300
Wastewater Pumping Stations**

Excavation shall be made to the required depth, and the foundation material upon which the driveway is to be set shall be compacted to a firm, even surface, true to grade and cross section, and shall be moist at the time that the concrete is placed.

16.3.5 Expansion Joints

Expansion joints shall be preformed joint fillers meeting the requirements of AASHTO M153 or AASHTO 213 and cut to the true shape of the cross section, set to line and grade and held true while the concrete is being placed. The joint shall be edged and finished in a workmanlike manner. These strips shall be left in place and shall be placed adjacent to the paving, curb driveway aprons, structures and pads, or as specified by the Engineer.

16.3.6 Contraction and Construction Joints

Contraction and construction joints shall be placed and formed by means of an approved jointer template. The stem of the jointer shall be pressed into the freshly finished concrete forming a groove 1/2 inch deep. The edges of the groove and adjacent surface shall be neatly finished. Unless otherwise shown on the plans or designated by the Engineer, these joints shall be placed at 6-foot intervals between expansion joints.

16.3.7 Screeding

The concrete shall be struck-off by means of a wood or metal screed, used perpendicular to the forms, to obtain the required grade and remove surplus water and laitance.

16.3.8 Surface Requirements

The concrete shall be given a broom finish. The surface variations shall be no more than 1/4 inch under a ten-foot straight edge or more than 1/8 inch on a five-foot transverse section. The edge of the concrete shall be carefully finished with an edging tool having a radius of 1/2 inch.

16.3.9 Thickness

Concrete driveways, pads, and walks shall not be less than 5 inches thick.

16.4 ROCK COVER

When indicated on the drawings, the Contractor shall furnish and install 6 inches of No. 57 (1" nominal diameter) crushed limestone placed over a 10-mill plastic membrane. Rock and membrane shall be installed over entire site not occupied by structures, concrete pads, walks, and drives.

**CITRUS COUNTY, FLORIDA
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

ITB # 22-124

**C.R. 491 ROADWAY IMPROVEMENTS
FROM AUDUBON PARK PATH to HORACE ALLEN ST.**

**SECTION 33 300
Wastewater Pumping Stations**

16.5 FENCING

16.5.1 General Requirements

The Contractor shall furnish and install a 6-foot high, zinc coated, 9 gauge, 2 inch mesh fence when privacy fence is not required as required under Citrus County Utility Sub-Section 292 and shown in Section V Standard Details - Wastewater.

16.5.2 Privacy Fencing

16.5.2.1 General

The Contractor shall furnish and install a 74% opaque privacy fence, as manufactured by MMi Merchants, or pre-approved equal, in areas indicated on the Contract Drawings. Areas not indicated for privacy fencing shall be standard chain link as previously described.

16.5.2.2 Construction

Privacy fencing fabric shall be constructed of 9-gauge aluminum coated steel, 3 ½ inch mesh fence, with 2 3/8 inch wide by 5/16-inch-thick redwood slats inserted through the mesh. Fencing fabric shall meet all other requirements as set forth above.

16.5.2.3 Warranty

Privacy fencing shall be warranted by the manufacturer that the fence is free from defects in material and workmanship and under normal and proper use, the wood slats will not break, nor the wire rust, for a period of 15 years on the wire and 1 year on the stained redwood slats. Warranty shall be limited to replacement of materials due to defects or failure in the material not caused by misuse.

16.5.2.4 Gate

Gate shall include the same privacy fencing fabric and shall conform to all gate requirements specified when privacy fencing is required. Slats on fence and gate shall be secured to fence and/or gate so that they do not fall through.

17.0 PERMITS

When required, the Engineer will supply the land-clearing permit. The Contractor shall secure and pay for all plumbing, electrical, right-of-way and other required permits and make application for electric and water meter. The Contractor shall be responsible for all costs associated with utilities used during construction and testing of the pump station.

**CITRUS COUNTY, FLORIDA
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

ITB # 22-124

**C.R. 491 ROADWAY IMPROVEMENTS
FROM AUDUBON PARK PATH to HORACE ALLEN ST.**

SECTION 33 300

Wastewater Pumping Stations

18.0 CONTRACTOR WARRANTY

The Contractor shall supply to Citrus County a one (1) year unconditional warranty. The warranty shall include materials and installation and shall constitute complete replacement and delivery to the site of materials and installation of same to replace defective materials or defective workmanship with new materials/workmanship conforming to the specifications.

19.0 MEASUREMENT AND PAYMENT

Wastewater pumping stations, complete with all appurtenances and related work including all materials and equipment, testing, and placement into satisfactory operation, will be measured and paid for on a lump sum basis as provided in the contract proposal quantities.

**CITRUS COUNTY, FLORIDA
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

ITB # 22-124

**C.R. 491 ROADWAY IMPROVEMENTS
FROM AUDUBON PARK PATH to HORACE ALLEN ST.**

**SECTION 33 300
Wastewater Pumping Stations**

PUMP TEST REPORT

PROJECT _____ DATE _____

LOCATION _____

WATER METER NO: _____

ELECTRIC METER NO: _____

PUMP DATA

Manufacturer _____

Model _____

Motor HP _____ RPM _____

Wetwell Diameter _____ Gals/V. Ft. _____

Pump Design Point _____ GPM @ _____ Feet T.D.H.

TEST

DATA

Pump No.:	_____	_____	_____
Serial No.:	_____	_____	_____
Start Time:	_____	_____	_____
Stop Time:	_____	_____	_____
Elapsed Time (min.):	_____	_____	_____

Water El. Start (HWL) (ft.)	_____	_____	_____
Water EL. Stop (MWL) (ft.)	_____	_____	_____

Net Draw down (ft.)	_____	_____	_____

Gallons	_____	_____	_____
Gallons/Minute	_____	_____	_____

Pressure Gauge Reading (ft.)	_____	_____	_____
Gauge El. to MWL (ft.)	_____	_____	_____
Ht. to Gauge (ft.)	_____	_____	_____
Total Head @ Pump (ft.)	_____	_____	_____
Ammeter Reading (amps)	_____	_____	_____
Guide Rail Operation Checked	_____	_____	_____

Contractor Representative _____
Citrus County Inspection Representative _____
Citrus County Maintenance Representative _____
Pump Manufacturer's Representative _____
Engineering Representative _____

ITB # 22-124

SECTION 33 300 (CONT'D)

Wastewater Pumping Stations

END OF SECTION

**END OF
MANUAL**